
**INTERLOCAL AGREEMENT BETWEEN PALM BEACH COUNTY
AND THE CITY OF WEST PALM BEACH REGARDING OPEN
CUTS UNDER COUNTY THOROUGHFARE ROADS**

WPB Contract No. 10503

Res 79-11

THIS AGREEMENT, made and entered into this ____ day of _____, 2011, by and between the **BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA**, a political subdivision of the State of Florida (hereinafter "**COUNTY**"), and the **CITY OF WEST PALM BEACH**, a municipality existing under the laws of the State of Florida, (hereinafter "**CITY**").

WHEREAS, the **COUNTY** has adopted certain policies and procedures regarding open cuts across its thoroughfare and non-thoroughfare roads; and

WHEREAS, the **CITY** has agreed to follow the policies and procedures set forth by the **COUNTY** regarding open cuts on **COUNTY** roads; however, the **CITY** shall not be required to obtain a surety bond for the open cut, but, instead will be bound by the terms and conditions of this Interlocal Agreement (Agreement); and

WHEREAS, the **CITY** agrees to be responsible for repairing the open cut, in accordance with **COUNTY** policies and procedures, and all costs associated with such repair.

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

Section 1. The above recitations are true and correct and are incorporated herein.

Section 2. **COUNTY Policy:** The **COUNTY** has adopted policies and procedures, PPM EL-O-3605 and PPM EL-O-3606, both dated 5-7-09, regarding open cuts on **COUNTY** thoroughfare and non-thoroughfare roads and all open cuts shall be in compliance with these policies and procedures, as amended from time to time. The policies set forth the requirements of permitting, construction, and maintenance of the open cut as well as the requirement to obtain a surety bond to insure the proper repair of the open cut. The current policies and procedures are attached as **Exhibit A**.

Section 3. **Work performed by the CITY:** The CITY (any reference to CITY shall include work performed not only by the CITY but by its contractors or sub-contractors) shall be required to follow all of the requirements of the policies of the COUNTY regarding open cuts. However, except as provided in d) below, the CITY shall not be required to obtain a surety bond for such work and instead shall be bound by the following terms and conditions:

- a) The CITY shall be responsible for repairing the open cut for a six (6) month period after the final restoration of the open cut.
- b) During and at the end of the 6 month period the COUNTY may request certain repairs or further restoration be made to the open cut, in which case, the CITY shall make such repairs or restoration within thirty (30) days of receiving written notice from the COUNTY.
- c) In the event the CITY fails to make such repairs within the time frame allowed or such repairs are inadequate after the thirty (30) day notice and opportunity to cure required by Section 8, or emergency repairs are required, the COUNTY may make such repairs as it deems necessary and invoice the CITY for the cost of such work. Upon receiving such invoice the CITY shall, within forty-five (45) days, make payment to the COUNTY.
- d) Work involving open cuts on COUNTY thoroughfare and non-thoroughfare roads, performed for the CITY by Contractors, having a value of more than \$200,000, shall be bonded under a Payment and Performance Bond or Public Construction Bond and name the County as an obligee in accordance with Florida Statute Chapter 255.05.
- e) The CITY shall, at its sole expense, agree to maintain in full force and effect at all times during the life of this Agreement, insurance coverage and limits (including endorsements), as described as follows: CITY agrees to maintain, or self-insure,

Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute Chapter 440. CITY agrees to provide a statement, or Certificate of Insurance, evidencing insurance or self-insurance for the above required coverages. CITY agrees to maintain its self-insurance or insurance shall be primary as respects to any coverage afforded to or maintained by COUNTY. CITY agrees compliance with the foregoing insurance requirements is not intended to nor construed to relieve CITY of its liability and obligations under this Agreement. CITY shall agree to provide the COUNTY with at least ten days (10) prior notice of any cancellation, non-renewal or material change to the insurance coverage.

- f) In the event the CITY engages a contractor to perform work associated with this Agreement, the CITY will require each contractor engaged by the CITY to maintain:
- 1) Commercial General Liability or Business Auto Liability, at limits not less than \$500,000 each occurrence. City agrees to have contractor endorse Palm Beach County Board of County Commissioners as an "Additional Insured" to the Commercial General Liability, but only with respect to negligence other than County's negligence arising out of this Agreement. This paragraph does not apply to liability policies which afford only indemnity based claims-bill coverage.
 - 2) Worker's Compensation & Employer's Liability insurance in accordance with Florida Statute Chapter 440.

Section 4. **Area Subject to Agreement:** The terms of this Agreement shall apply to all open cuts performed by the CITY, on COUNTY thoroughfare and non-thoroughfare roads located in the CITY'S utility service area.

Section 5. **Term:** This Agreement shall have an initial term of five (5) years and

may be renewed, upon mutual consent of both parties, for additional five (5) year terms.

Section 6. Indemnification: In the event a claim or lawsuit is brought against the COUNTY, its officers, employees, servants or agents, the CITY, to the extent set forth in Florida Statute 768.28, (\$100,000 per person/\$200,000 per claim) agrees to save, defend, reimburse, indemnify and hold harmless the COUNTY, its officers, employees, servants and agents from any and all claims, demands, damages, liabilities, causes or actions, legal or administrative proceedings, judgments, interest, attorney's fees, costs and expenses of whatsoever kind or nature, whether arising in any manner directly or indirectly caused. The CITY'S aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply to the extent set forth in F.S. 768.28, but in no event shall they apply to liability caused by the negligence of the COUNTY, or its agents, servants, employees or officers. This indemnification is also mutual from COUNTY to CITY.

Section 7. Notice of Complaints or Suits: Each party will promptly notify the other of any citizen complaint, claim, suit, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

Section 8. Breach and Opportunity to Cure: The parties expressly covenant and agree that in the event either party is in default of its obligations under this Agreement, the party not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of its rights.

Section 9. Enforcement Costs: Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to this Agreement.

Section 10. **Notice:** All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage prepaid, to the following: As to the COUNTY:

Palm Beach County Engineering Department
Land Development Division
Joanne M. Koerner, P.E., Director
2300 North Jog Road
West Palm Beach, Florida 33411-2745

As to the CITY:

City of West Palm Beach
Attention: City Administrator
P.O. Box 3366
West Palm Beach, Florida 33402

With a copy to:

City of West Palm Beach
Attention: City Attorney
401 Clematis Street
West Palm Beach, FL 33401

Section 11. **Modification and Amendment:** Except as expressly permitted herein to the contrary, no modification, amendment or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

Section 12. **Remedies:** This Agreement shall be construed by and governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party of any right, power, or remedy hereunder shall preclude any other or further exercise thereof. TO ENCOURAGE PROMPT AND EQUITABLE RESOLUTION OF ANY LITIGATION, EACH PARTY HEREBY WAIVES ITS RIGHTS TO A TRIAL BY JURY IN ANY LITIGATION RELATED TO THIS

AGREEMENT.

Section 13. **Joint Preparation:** The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

Section 14. **Execution:** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

Section 15. **Filing:** A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

Section 16. **Termination:** This Agreement may be terminated by either party, with or without cause, upon thirty (30) days written notice to the other party.

Section 17. **Effective Date:** This Agreement shall take effect upon execution.

Section 18. **Compliance with Codes and Laws:** Each party agrees to abide by all laws, orders, rules, policies and regulations.

Section 19. **Access and Audits:** The CITY shall maintain adequate records to justify all charges, expenses, and costs incurred in estimating and performing work associated with this Agreement for at least three (3) years after completion or termination of this Agreement. The COUNTY shall have access to such books, records and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY.

The COUNTY has established the Office of the Inspector General in COUNTY Code Section 2-421 – 2-440, as may be amended. The Inspector General's authority includes but is not limited to the power to review past, present and proposed COUNTY contracts, transactions,

accounts and records to require the production of records and to audit, investigate, monitor and inspect the activities of the CITY, it's officers, agents, employees and lobbyists in order to ensure compliance with Agreement requirements and detect corruption and fraud.

Failure to cooperate with the Inspector General or interfering with or impeding any investigation shall be in violation of COUNTY Code Section 2-421 – 2-440, and punished pursuant to Section 125.69, Florida Statutes, in the same manner as a second degree misdemeanor.

Section 20. **FULL FORCE AND EFFECT:** In the event that any section, paragraph, sentence, clause or provision hereof is held in valid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

Section 21. **DISCRIMINATION.** The COUNTY and CITY agree that no person shall, on the grounds of race, color, gender, national origin, ancestry, marital status, sexual orientation, disability, religion or creed, or age be discriminated against in performance of this Agreement.

[Signatures on following page.]

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on the day and year first written above.

ATTEST:
Sharon R. Bock, Clerk
& Comptroller

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

By: _____
Deputy Clerk

By: _____
Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Assistant County Attorney

By: *Lowell Kiser*
Division Director

ATTEST:

CITY OF WEST PALM BEACH

By: *Jean Stutz*
City Clerk

By: *Geraldine Muoio*
Geraldine Muoio, Mayor

Office of the City Attorney
Approved as to form and legality
By: *WDR*

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[Signatures on following page.]

IN WITNESS WHEREOF, the undersigned parties have executed this Interlocal Agreement on the day and year first written above.

ATTEST:
Sharon R. Bock, Clerk
& Comptroller

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

By: _____
Deputy Clerk

By: _____
Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND CONDITIONS

By: _____
Assistant County Attorney

By: *Sienna L. Kocan*
Division Director

ATTEST:

CITY OF WEST PALM BEACH

By: *[Signature]*
City Clerk

By: *Geraldine Muoio*
Geraldine Muoio, Mayor

Office of the City Attorney
Approved as to form and legality
By: *[Signature]*

Procedure:

1. Upon receipt of a permit application, in accordance with PPM#EL-O-3601 – Right of Way Construction Permit Process, to install utility lines or other types of work which require the open-cutting of a County maintained Thoroughfare Plan road, the Project Coordinator shall forward the submitted plans to the Director of the Road & Bridge Division for review.
2. Road & Bridge Division is requested to conduct a field review of the request for an open-cut and make a recommendation whether the open-cut should be permitted. A justification is requested for all recommendations of denial.
3. If the Road & Bridge Division **does not** recommend approval of the open-cut, the Project Coordinator shall notify the applicant that his request will not be approved and an alternative design will be required. An appeal of this decision can be made to the Deputy County Engineer by requesting such an appeal in writing to the Project Coordinator. The Project Coordinator will then arrange for a meeting with the Deputy County Engineer, to include the Director of the Road and Bridge Division and the Professional Engineer.
4. If the Road & Bridge Division recommends approval of the open-cut, the Project Coordinator shall continue the review of the application.
5. The Project Coordinator will ensure all plans proposing open-cuts contain the following notes:
 - A) All roadway repair work shall be performed in conformance with applicable FDOT Standard Specifications for Road and Bridge Construction, and the County PPM#EL-O-3605
 - B) Density tests shall be required and shall be submitted to the Construction Coordination as part of the final inspection.
 - C) Engineer-of-Record will provide full-time inspection during the entirety of the open-cut operation, beginning with the excavation and continuing through the completion of the paving and resurfacing of the open-cut roadway.
 - D) For the final restoration, the road shall be overlaid (if no curb and gutter) or milled and resurfaced with 1" (one inch) of S III asphalt surface course for a full lane width for a minimum length of 100 ft plus the trench width (50 ft. each side of cut). Certification from the Project Engineer that the work was conducted in accordance with the County PPM#EL-O-3605, and the Permit for the work, shall be provided within two weeks of the completion of the work.

No certifications will be accepted beyond six (6) months after the final restoration. Failure on the part of the Engineer to Certify the work within the given time will result in the work not receiving a Final Inspection and the Posted Surety being drawn and transferred to the Road and Bridge Division, Roadway Maintenance Account. Milling and resurfacing of the 100 foot patch shall not be required if re-surfacing or re-construction is scheduled within the next 24 months.

- E) Area of overlay shall incorporate entire lane that is encroached by trench.
6. The Project Coordinator shall confirm that the plans for the proposed open-cut are in conformance with the County's Open-Cut Detail for Thoroughfare Plan Roads (Form 3605.1).
 7. The Project Coordinator shall review the Engineer's Opinion of Cost (signed and sealed) for the open-cut (not including the cost of the pipe, but including maintenance of traffic and all other work in accordance with this PPM) and upon acceptance of the Opinion of Cost, the Project Coordinator shall establish the surety amount at 110% of the cost estimate.
 8. A Surety in excess of \$25,000.00 may be paid by a Clear Irrevocable Letter of Credit meeting all the requirements of Countywide PPM#CW-F-055, with the original expiration date established two (2) years from the date of issuance.
 9. A Blanket Surety to cover multiple Permits for Qualifying Utility Providers may also be accepted. The form and the conditions of such a Blanket Surety would require the approval of the County Attorney.
 10. An Inter-local Agreement covering liability and maintenance can be set up between the County and other municipalities and tax districts in lieu of a surety. The language for the Inter-local Agreement has been reviewed and approved by the County Attorney (Form 3605.9).
 11. The Project Coordinator shall process the permit application in conformance with PPM # EL-O-3601.
 10. Prior to releasing the permit, the Electronic Permit Specialist shall accept the surety required to guarantee the satisfactory construction and repair of the open cut. In the event the surety is in the form of a check, the Electronic Permit Specialist shall prepare a Surety Transmittal Memo (Form 3505.3) to Engineering Administrative

Services, attach the check to the form, and include the check and the Transmittal Memo with the other fees and payments that have been received and processed in accordance with PPM#EL-F-3201 – Receipt Procedures for the Permit Section.

In the event the surety is in the form of an acceptable Letter of Credit, the Electronic Permit Specialist shall make entries into the Permit Database confirming that the surety has been posted, and the surety shall be held in a locked safe in the Land Development Division. The entry on the Permit showing the posted surety will serve as a receipt to the Applicant.

In the event of a Blanket Surety or Inter-local Agreement, the agreement shall be noted on the Permit by the Electronic Permit Specialist.

11. After the Engineer has certified construction associated with the permit has been completed, and Construction Coordination has conducted a satisfactory Final Inspection, the Project Coordinator will issue the Completion Notice for Permits Requiring Surety (Form 3605.7), and in accordance with PPM#3601, and send the Communicator II in Construction Coordination the Roadway Open-cut Surety/Re-Inspection (Form 3605.2) advising that a re-inspection is required after six (6) months in accordance with Policy 3 of this PPM.
12. After the required 6 months period, Construction Coordination will perform a re-inspection of the open-cut surface restoration and upon filling out the bottom section of the form, forward the Roadway Open-cut Surety/Re-Inspection (Form 3605.2) back to the Land Development Division.
13. If Construction Coordination accepts the restoration as adequate the permit is then considered complete.
14. If the restoration is acceptable and the surety had been posted in the form of a check, the Electronic Permit Specialist initiates correspondence (Form 3605.4 – Surety Release Memo) to Administrative Services requesting that the surety be returned to the applicant.
15. If the restoration is acceptable and the surety had been posted in the form of a Letter of Credit, the Electronic Permit Specialist shall remove the Letter of Credit from the safe and return the Letter of Credit to the party posting the Letter of Credit.
16. If during the 6 months re-inspection, Construction Coordination finds that the restoration is not acceptable, the Communicator II initiates correspondence (Form 3605.6 – Notice of Additional Work Required) to the applicant giving the applicant 45 days from date of re-inspection to correct all deficiencies in the construction. Failure

to repair the restoration work and have it inspected and accepted within the 45 days, will result in the Electronic Permit Specialist initiating the memo (Form 3605.5 – Surety Transfer to Road and Bridge) to Administrative Services to transfer surety into Road & Bridge Division’s account and have Road & Bridge complete repair of the failed restoration.

Forms: The following forms are associated with this directive and are contained in Volume 2 of the Appendix of the Land Development Division Manual:

- 3605.1 Open-cut Detail for Thoroughfare Roads
- 3605.2 Roadway Open-cut Surety/Inspection Form
- 3605.3 Surety Transmittal Memo
- 3605.4 Surety Release Memo
- 3605.5 Surety Transfer to Road and Bridge
- 3605.6 Notice of Additional Work Required
- 3605.7 Completion Notice for Permits Requiring Surety
- 3605.8 Blanket Surety
- 3605.9 Inter-local Agreement

APPROVALS:

Division Director: *K. Rogers* Date: *17 April 2009*

Department Director: *M. McDonald* Date: *5/7/09*

Supersession History:

1. PPM#EL-O-3605 issued 01/09/2008

**PALM BEACH COUNTY
DEPARTMENT OF ENGINEERING & PUBLIC WORKS**

LAND DEVELOPMENT DIVISION

TO: All Division Personnel **PPM NUMBER:** EL-O-3606
FROM: K. S. Rogers, Director **ISSUE DATE:** 05/07/2009
 Land Development Division **EFFECTIVE DATE:** 05/07/2009
SUBJECT: Open-Cut Policy for Non-Thoroughfare Plan Roads

Contact Position(s): Professional Engineer
 Project Coordinator
 Electronic Permit Specialist

Authority: Ordinance 2008-006
 Countywide PPM#CW-F-055

Purpose: To establish uniform procedures for reviewing and permitting the open-cutting of local County maintained roads (those not listed on the Thoroughfare Plan - Thoroughfare Right-of-Way Identification Map).

Policy: The following policy statements shall be used when applying the procedures described herein:

1. Whenever possible all utilities shall be installed in County maintained rights of way without disturbing existing pavement.
2. Whenever it has been deemed necessary to open cut a local County maintained road for utility installation or any other type work requiring an open cut of the roadway, all work and procedures shall be conducted in accordance with this PPM.
3. Surety will be required to guarantee that the workmanship of the open-cut, and reconstruction of the roadway shall be in strict conformance with this PPM. Surety will be released six (6) months after receipt of the Engineer's Certificate of Completion, and upon a successful re-inspection of the work conducted.
4. Palm Beach County Departments and Divisions will be exempt from providing surety.
5. The Engineer-of-Record will provide full-time inspection during the entirety of the open-cut operation, beginning with the excavation and continuing through the completion of the paving and resurfacing of the open-cut roadway.

Procedure:

1. Upon receipt of a permit application, in accordance with PPM#EL-O-3601 – Right of Way Construction Permit Process, to install utility lines or other types of work which require the open-cutting of a local County maintained road, the Project Coordinator shall forward the submitted plans to the Director of the Road & Bridge Division for review.
2. Road & Bridge Division is requested to conduct a field review of the request for an open-cut and make a recommendation whether the open-cut should be permitted. A justification is requested for all recommendations of denial.
3. If the Road & Bridge Division **does not** recommend approval of the open-cut, the Project Coordinator shall notify the applicant that his request will not be approved and an alternative design will be required. An appeal of this decision can be made to the Deputy County Engineer by requesting such an appeal in writing to the Project Coordinator. The Project Coordinator will then arrange for a meeting with the Deputy County Engineer, to include the Director of the Road and Bridge Division and the Professional Engineer.
4. If the Road & Bridge Division recommends approval of the open-cut, the Project Coordinator shall continue the review of the application.
5. The Project Coordinator will ensure all plans proposing open-cuts contain the following notes:
 - A) All roadway repair work shall be performed in conformance with applicable FDOT Standard Specifications for Road and Bridge Construction, and the County PPM#EL-O-3606.
 - B) Density tests shall be required and shall be submitted to the Construction Coordination as part of the final inspection.
 - C) Engineer-of-Record will provide full-time inspection during the entirety of the open-cut operation, beginning with the excavation and continuing through the completion of the temporary paving of the open-cut roadway.
 - D) For the final restoration, the road shall be overlaid (if no curb and gutter) or milled and resurfaced with 1-1/2" (one and a half inches) of S I or S III asphalt for a full lane width for the trench width plus 4 (four) feet. Certification from the Project Engineer that the work was conducted in accordance with the County PPM#EL-O-3605, and the Permit for the work, shall be provided within two weeks of the completion of the work.

No certifications will be accepted beyond six (6) months after the final restoration. Failure on the part of the Engineer to Certify the work within the given time will result in the work not receiving a Final Inspection and the Posted Surety being drawn and transferred to the Road and Bridge Division, Roadway Maintenance Account.

- E) Area of overlay shall incorporate entire lane that is encroached by trench.
6. The Project Coordinator shall confirm that the plans for the proposed open-cut are in conformance with the County's Open-Cut Detail for Local Roads (Form 3606.1).
 7. If the open-cut proposed is perpendicular to or across the center line of the roadway, and is less than twice the length of the width of the pavement, the surety amount will be \$5,000.00 per cut
 8. If the proposed open-cut is parallel to the centerline of the roadway and/or runs down along the length of a local road, or intersects the centerline of the roadway and is greater than twice the length of the width of the pavement; the Project Coordinator shall review the Engineer's Opinion of Cost (signed and sealed) for the open-cut (not including the cost of the pipe, but including maintenance of traffic and all other work in accordance with this PPM) and upon acceptance of the Opinion of Cost, the Project Coordinator shall establish the surety amount at 110% of the cost estimate.
 9. A Surety in excess of \$25,000.00 may be paid by a Clear Irrevocable Letter of Credit meeting all the requirements of Countywide PPM#CW-F-055, with the original expiration date established two (2) years from the date of issuance.
 10. A Blanket Surety to cover multiple Permits for Qualifying Utility Providers may also be accepted. The form and the conditions of such a Blanket Surety would require the approval of the County Attorney.
 11. An Inter-local Agreement covering liability and maintenance can be set up between the County and other municipalities and tax districts in lieu of a surety. The language for the Inter-local Agreement has been reviewed and approved by the County Attorney (Form 3606.9).
 12. The Project Coordinator shall process the permit application in conformance with PPM # EL-O-3601.

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13. Prior to releasing the permit, the Electronic Permit Specialist shall accept the surety required to guarantee the satisfactory construction and repair of the open cut. In the event the surety is in the form of a check, the Electronic Permit Specialist shall prepare a Surety Transmittal Memo (Form 3505.3) to Engineering Administrative Services, attach the check to the form, and include the check and the Transmittal Memo with the other fees and payments that have been received and processed in accordance with PPM#EL-F-3201 - Receipt Procedures for the Permit Section.

In the event the surety is in the form of an acceptable Letter of Credit, the Electronic Permit Specialist shall make entries into the Permit Database confirming that the surety has been posted, and the surety shall be held in a locked safe in the Land Development Division. The entry on the Permit showing the posted surety will serve as a receipt to the Applicant.

In the event of a Blanket Surety or a Inter-local Agreement, the agreement shall be noted on the Permit by the Electronic Permit Specialist.

14. After the Engineer has certified construction associated with the permit has been completed, and Construction Coordination has conducted a satisfactory Final Inspection, the Project Coordinator will issue the Completion Notice for Permits Requiring Surety (Form 3606.7), and in accordance with PPM#3601, and send the Communicator II in Construction Coordination the Roadway Open-cut Surety/Re-Inspection (Form 3606.2) advising that a re-inspection is required after six (6) months in accordance with Policy 3 of this PPM.
15. After the required 6 months period, Construction Coordination will perform a re-inspection of the open-cut surface restoration and upon filling out the bottom section of the form, forward the Roadway Open-cut Surety/Re-Inspection (Form 3606.2) back to the Land Development Division.
16. If Construction Coordination accepts the restoration as adequate the permit is then considered complete.
17. If the restoration is acceptable and the surety had been posted in the form of a check, the Electronic Permit Specialist initiates correspondence (Form 3606.4 - Surety Release Memo) to Administrative Services requesting that the surety be returned to the applicant.

18. If the restoration is acceptable and the surety had been posted in the form of a Letter of Credit, the Electronic Permit Specialist shall remove the Letter of Credit from the safe and return the Letter of Credit to the party posting the Letter of Credit.
19. If during the 6 months re-inspection, Construction Coordination finds that the restoration is not acceptable, the Communicator II initiates correspondence (Form 3606.6 – Notice of Additional Work Required) to the applicant giving the applicant 45 days from date of re-inspection to correct all deficiencies in the construction. Failure to repair the restoration work and have it inspected and accepted within the 45 days, will result in the Electronic Permit Specialist initiating the memo (Form 3606.5 – Surety Transfer to Road and Bridge) to Administrative Services to transfer surety into Road & Bridge Division's account and have Road & Bridge complete repair of the failed restoration.

Forms: The following forms are associated with this directive and are contained in Volume 2 of the Appendix of the Land Development Division Manual:

- 3606.1 Open-cut Detail for Local Roads
- 3606.2 Roadway Open-cut Surety/Inspection Form
- 3606.3 Surety Transmittal Memo
- 3606.4 Surety Release Memo
- 3606.5 Surety Transfer to Road and Bridge
- 3606.6 Notice of Additional Work Required
- 3606.7 Completion Notice for Permits Requiring Surety
- 3606.8 Blanket Surety
- 3606.9 Inter-local Agreement

APPROVALS:

Division Director: *KS Lopez* Date: *24 April 2009*
 Department Director: *JL Macoull* Date: *5/7/09*

Supersession History:

1. PPM#EL-O-3606 issued 01/09/2008



"The Capital City of the Palm Beaches"

*City of West Palm Beach
Finance Department
Risk Management Division
401 Clematis Street, 5th floor
West Palm Beach, FL 33401*

November 4, 2011

Re: Certificate of Insurance (Reference: Interlocal Agreement with
Palm Beach County - Open Cut Policy)
Certificate Holder: Palm Beach County, ATTN: Laura Yonker
Effective Dates: December 20, 2011 – December 20, 2012

Without waiving the right to sovereign immunity as provided by FL Statutes Section 768.28, this acknowledges that the City of West Palm Beach (City) is self-insured for general liability and automobile liability with coverage limits of \$200,000 per person and \$300,000 per occurrence (as of October 1, 2011). The City is also self-insured for workers' compensation and employer's liability insurance in accordance with FL Statutes, Chapter 440. Additionally, the City is self-insured for physical damage to any property loaned, leased or rented.

Please feel free to contact me with any questions you may have.

Regards,

Roger W. Moore, ARM-P
Risk Manager
561-494-1135

"An Equal Opportunity Employer"