Exhibit B VOW Resolution R2007-47 (FDOT Joint Participation Agreement and Maintenance Memorandum of Agreement)

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

Catalog of State Financial Assistance No.55.003 (CSFA)

THIS AGREEMENT entered into this 22 day of 12007, by and between the State of Florida Department of Transportation hereinafter called the **DEPARTMENT**, and the **VILLAGE OF WELLINGTON**, a municipal corporation of the State of Florida, located at 14000 Greenbriar Boulevard, Wellington, Florida 33414, 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 421627-1-58-01 for landscape, hardscape, and/or irrigation improvements to the medians at State Road 7 (US 441) North of State Road 802 (Lake Worth Road) to North of State Road 882 (Forest Hill Blvd.), Wellington, Florida. Refer to Exhibit "A" for a detailed Scope of Services and Exhibit "B" for set of Production Plans; 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. R 2007-47 adopted on March 20, 2007, 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.
- 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** input in its decisions.

- 5. The **DEPARTMENT** agrees to pay the **PARTICIPANT** for a portion of the services described in Exhibit "A" of this Agreement. The **PARTICIPANT** has stated that the total cost of the services will be **FOUR HUNDRED SEVENTY EIGHT THOUSAND DOLLARS (\$478,000.00)**. **The total DEPARTMENT** contribution towards this Project is not to exceed **ONE HUNDRED EIGHTY SEVEN THOUSAND THREE HUNDRED FIFTY FOUR DOLLARS AND FIFTY CENTS (\$187,354.50)**.
- 6. The Funding breakdown is as follows:

FUNDING PARTICIPATION		
FM#	FDOT	Participant
421627-1-58-01	\$187,354.50	\$290,645.50
	·	
SUBTOTALS	\$187,354.50	\$290,655.50
TOTAL PROJECT APPROXIMATE COST	\$478,000.00	

- 7. The **PARTICIPANT** will comply with the Federal and State Audit provisions set forth in the Exhibit "C" which are attached hereto and made part of this Agreement.
- 8. The **DEPARTMENT'S** obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
- 9. The **PARTICIPANT** must obtain an FDOT permit before the **PARTICIPANT** may proceed with construction of the Project.
- 10. The **PARTICIPANT** may submit progress billing to the **DEPARTMENT** on a quarterly basis.
- 11. 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.
- 12. 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.

13. 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 **June 30, 2009**, whichever occurs first.

- 14. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department of Financial Services under Section 215.422(14), Florida Statutes, or by the **DEPARTMENT'S** Comptroller under Section 334.004(29), Florida Statutes.
- 15. 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.
- 16. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- 17. PARTICIPANT providing goods and services to the DEPARTMENT should be aware of the following time frames. Upon certification of project completion, final invoices may be submitted for the project. The DEPARTMENT has (10) ten working days to inspect and approve the goods and services where working day is defined as any day of the week excluding Saturday, Sunday and any legal holiday as designated in Section 110.117, Florida Statutes. The DEPARTMENT has 20 calendar days to deliver a request for payment (voucher) to the Department of Financial Services. The 20 calendar days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- 18. If 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**.
- 19. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 410-9724 or by calling the Department of Financial Services Hotline at 1-800-848-3792.
- 20. Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this

Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred 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.

21. In the event this contract is for services in excess of TWENTY-FIVE THOUSAND DOLLARS (\$25,000.00) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

"The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year."

- 22. The **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.
- 23. To the extent allowed by the Laws of Florida, the **PARTICIPANT** hereby agrees 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 the **PARTICIPANT**, its agents, employees, contractors, subcontractors and/or consultants arising out of this Agreement or the work which is the subject hereof. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.
- 24. This Agreement is governed by and construed in accordance with the laws of the State of Florida.
- 25. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning

the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.

26. Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:

Florida Department of Transportation – District Four 3400 West Commercial Boulevard Fort Lauderdale, Florida 33309-3421 Attn: Elisabeth Hassett, R.L.A. A second copy to: District General Counsel

If to the PARTICIPANT:

Village of Welllington 14000 Greenbriar Boulevard Wellington, Florida 33414 Attn: Judy Rios Office Manager With a copy to: City 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. R 2007 - 47 , hereto attached.

VILLAGE OF WELLINGTON

BY: STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

BY: Gerry O'Reilly, P.E. TRANSPORTATION DEVELOPMENT OF TRANSPORTATION DIRECTOR

APPROVED: (AS TO FORM)

ATTEST:

BY: DISTRICT GENERAL COUNSEL DATE

APPROVED:

EXHIBIT A

SCOPE OF SERVICES

The PARTICIPANT (Village of Wellington) agrees to make certain landscape improvements for the medians at State Road 7 (US 441) North of State Road 802 (Lake Worth Road) to North of State Road 882 (Forest Hill Blvd.), Wellington, Florida, and will subsequently furnish, construct, and inspect the landscape, hardscape, and/or irrigation as shown in the plans and specifications prepared by Thomas E. Brunell, A.S.L. A., dated May, 2005. 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 view zone 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 **AGENCY'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 general use permit from the **DEPARTMENT**. The Engineer of Record (EOR) shall meet with Permit Staff prior to permit application and provide the local maintenance office located at 7900 Forest Hill Blvd., West Palm Beach, (561-432-4966), a twenty-four (24) hour telephone number and the name of a responsible person that the **DEPARTMENT** may contact. The **PARTICIPANT** shall notify the local maintenance office 48 hours prior to the start of the Project.
- 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: Thomas B. Brunell, A.S.L.A.

Dated: May 2005

EXHIBIT C

FEDERAL AND/OR STATE FUNDED CONTRACTS

The administration of resources awarded by the Department to VILLAGE OF WELLLINGTON 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 VILLAGE OF WELLINGTON regarding such audit. VILLAGE OF WELLINGTON further agrees to comply and cooperate with any inspections, reviews, 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)(1)**, **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 each of the following addresses:

Florida Department of Transportation 3400 W. Commercial Blvd. Ft. Lauderdale, FL 33309 Elisabeth Hassett, Project Manager

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 each of the following:

Florida Department of Transportation 3400 W. Commercial Blvd. Ft. Lauderdale, FL 33309 Elisabeth Hassett, Project Manager

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 each of the following addresses:

Florida Department of Transportation 3400 W. Commercial Blvd. Ft. Lauderdale, FL 33309 Elisabeth Hassett, Project Manager

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient <u>directly</u> to each of the following:

A. The Department at each of the following addresses:

Florida Department of Transportation 3400 W. Commercial Blvd. Ft. Lauderdale, FL 33309 Elisabeth Hassett, Project Manager

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 each of the following addresses:

Florida Department of Transportation 3400 W. Commercial Blvd. Ft. Lauderdale, FL 33309 Elisabeth Hassett, Project Manager

- 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 forprofit 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.

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

State Agency Catalog of State Financial Assistance (Number & Title) Amount

DOT 55.003 Florida Highway Beautification Council Grant \$187,354.50

(Department of Transportation)

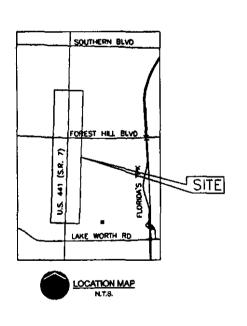
Compliance Requirements

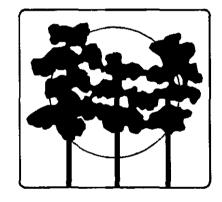
1. Installation of landscaping on the highway facility as specified in the landscape plans in conformance with Rule 14-40.003, Florida Administrative Code. Any deviation from the approved landscape plan requires the approval of the DEPARTMENT.

- 2. Maintenance of the landscape 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 requirements of Rule 14-4003(5), Florida Administrative Code. Any deviation from the Landscape Maintenance Plan requires the written approval of the DEPARTMENT.
- 3. 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.

VILLAGE OF WELLINGTON

S.R. 7 (U.S. 441) MEDIAN LANDSCAPING Mile Marker 20.50 to 23.266





VILLAGE COUNCIL

THOMAS M. WENHAM ROBERT S. MARGOLIS LAURIE S. COHEN DR. CARMINE A. PRIORE LIZBETH BENACQUISTO MAYOR
VICE MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILWOMAN

VILLAGE MANAGER
CHARLES H. LYNN, AICP

INDEX

1 COVER

2 - 27 LAYOUT

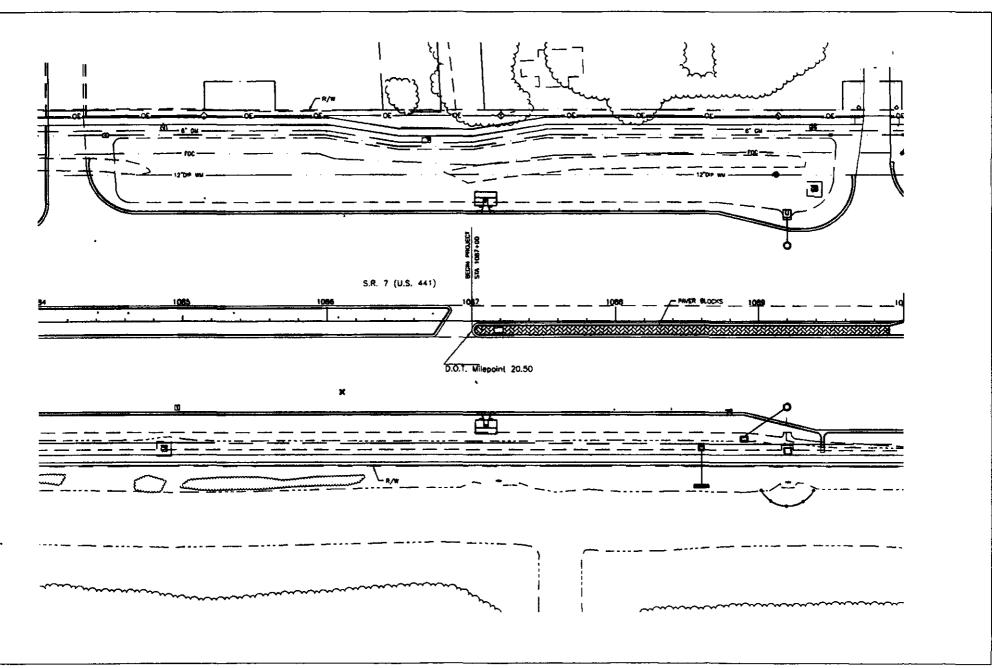
28 DETAILS

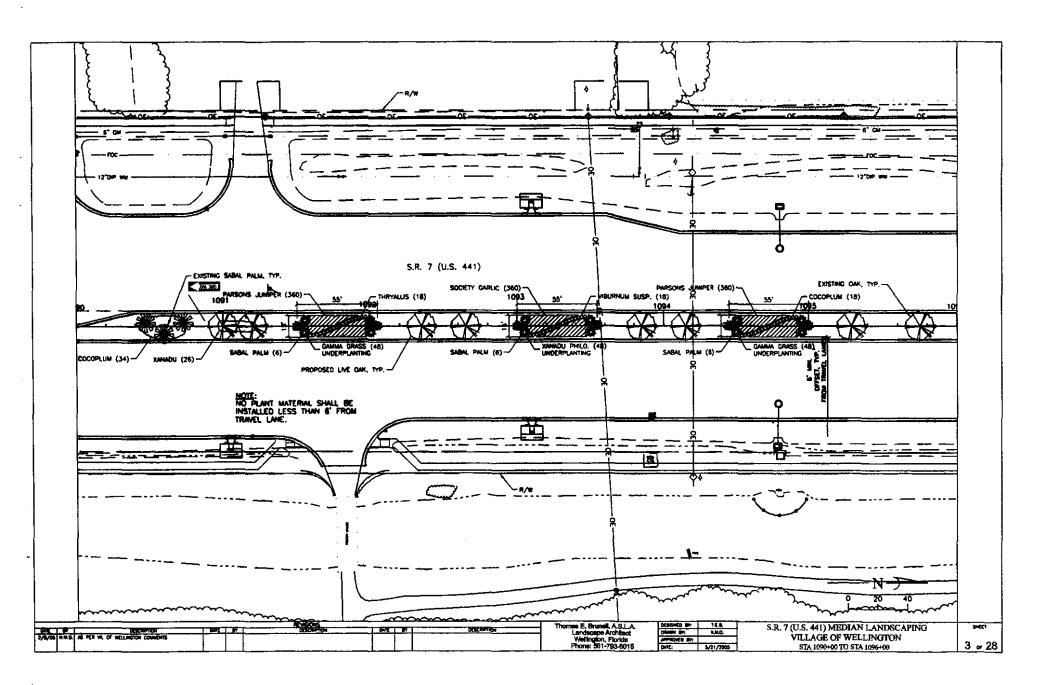
ALL INSTALLATION SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 580 LANDSCAPE INSTALLATION, (REV 6-23-03) (FA 6-24-03) (1-04)

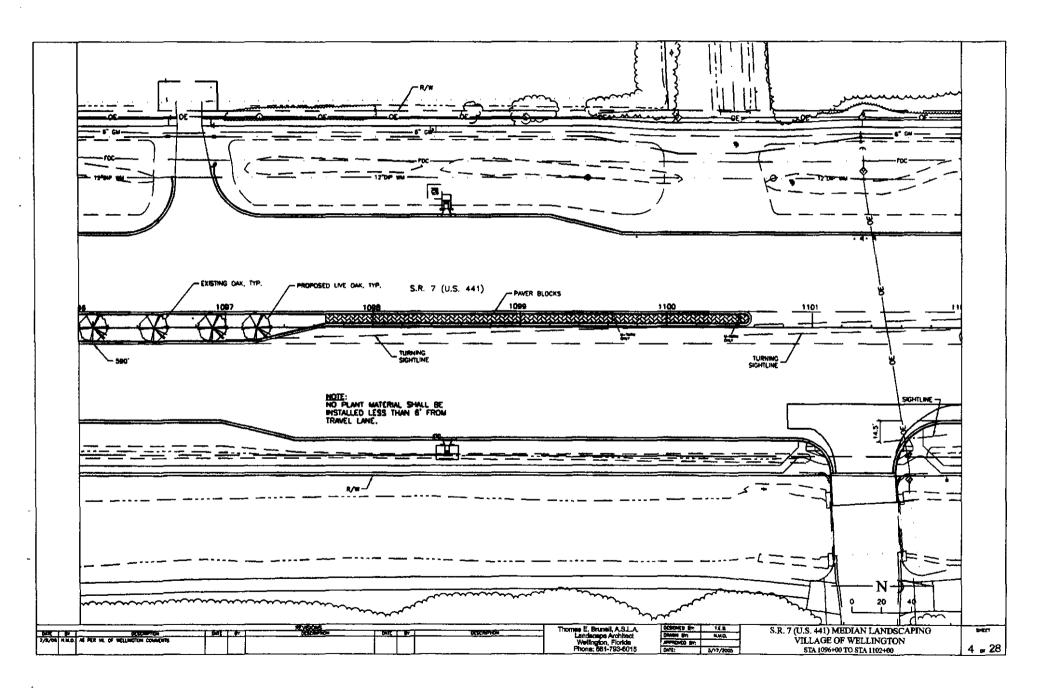
UPON COMPLETION, PROJECT SHALL BE MAINTAINED BY VILLAGE OF WELLINGTON 14000 GREENBRIER BLVD WELLINGTON, FL 33414 CONTACT PRINCE ALEXANDER PHONE (561) 791-4121

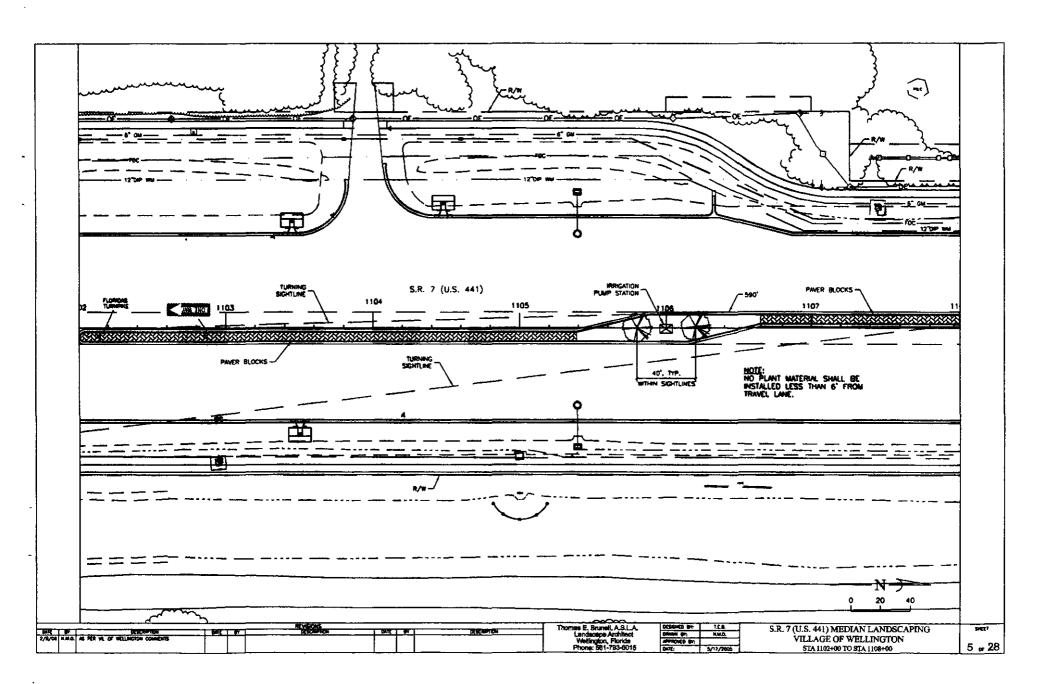
> Thomas E. Brunell, A.S.L.A. Landscape Architect Wellington, Florida Phone: 561-793-6015

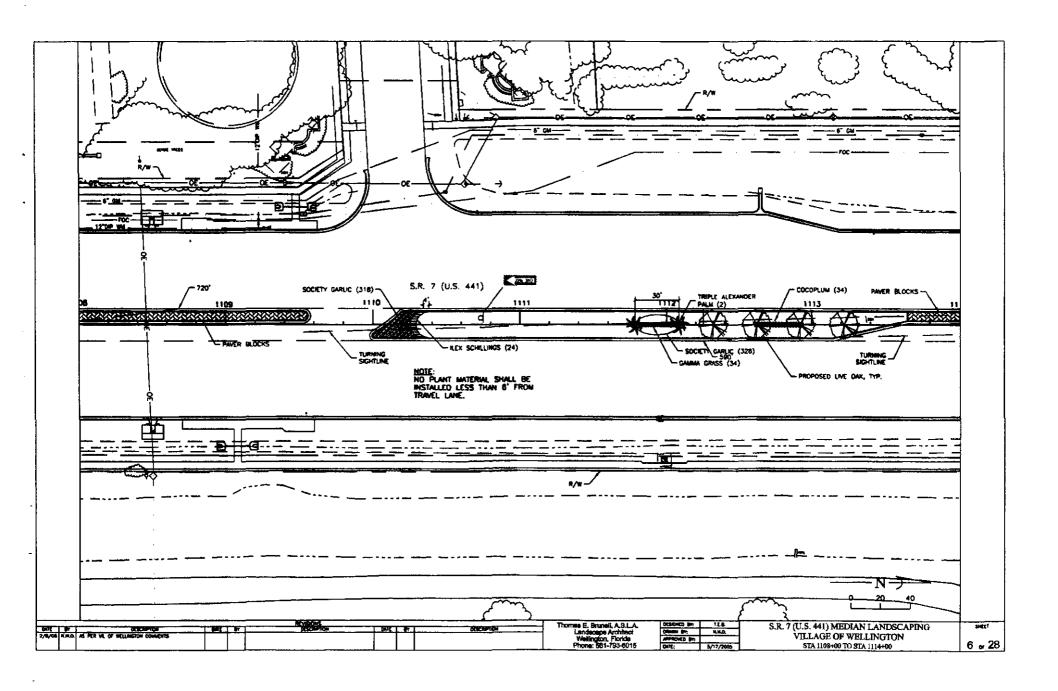
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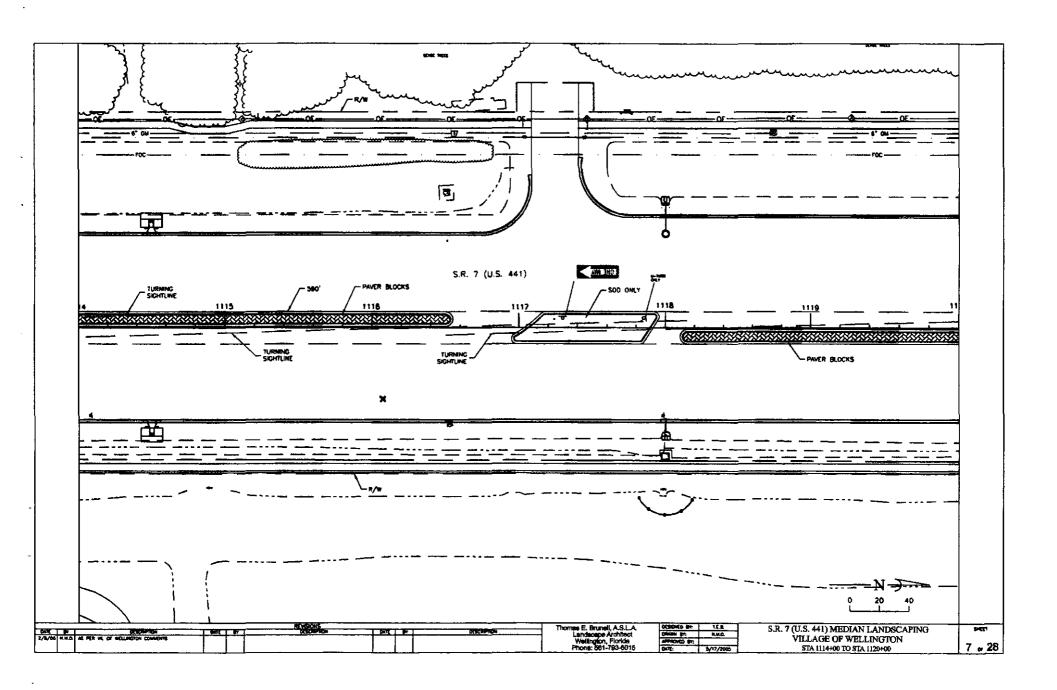


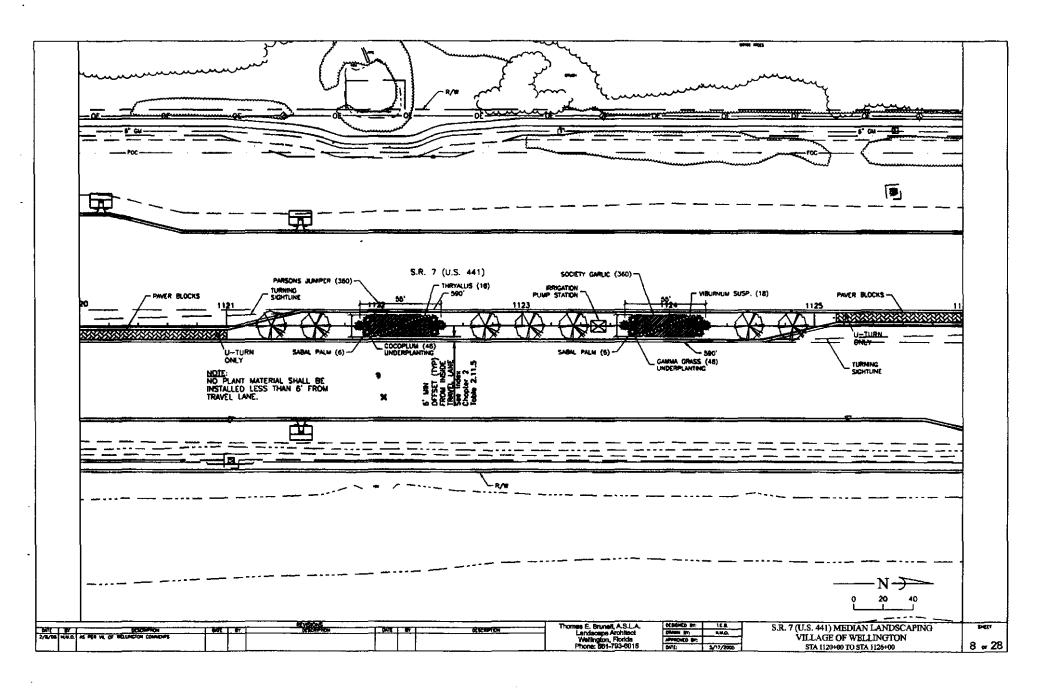


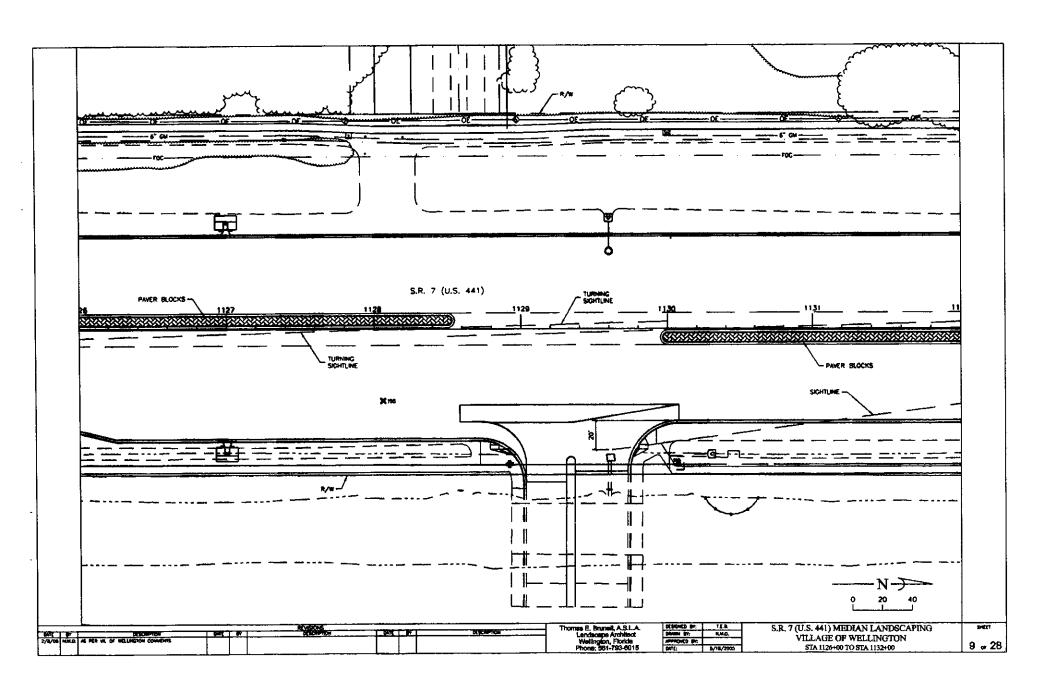


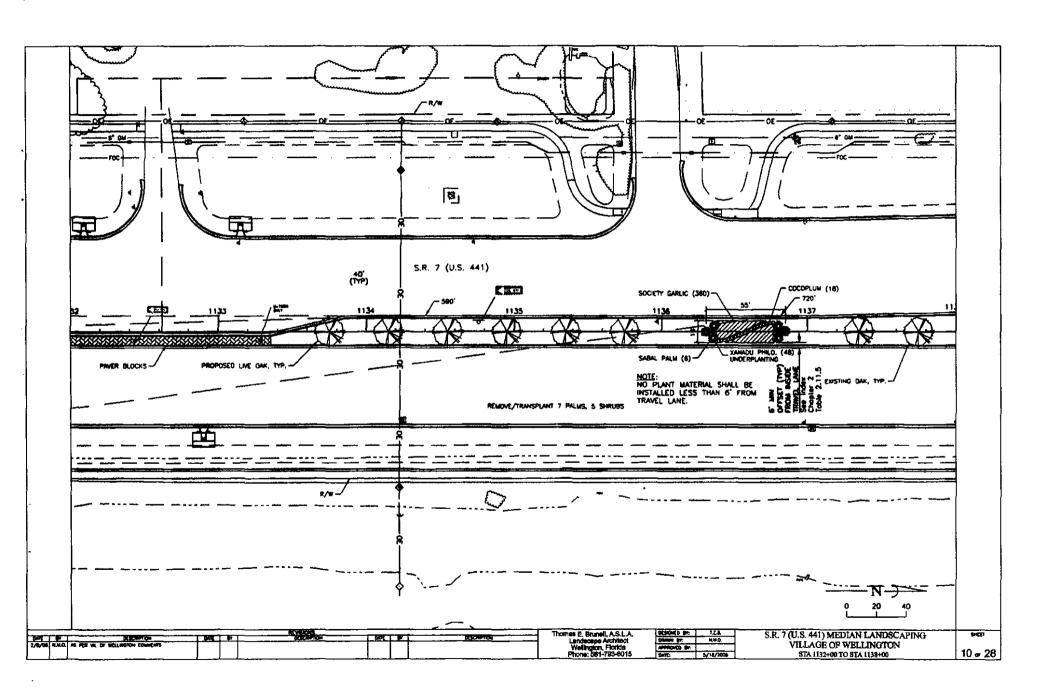


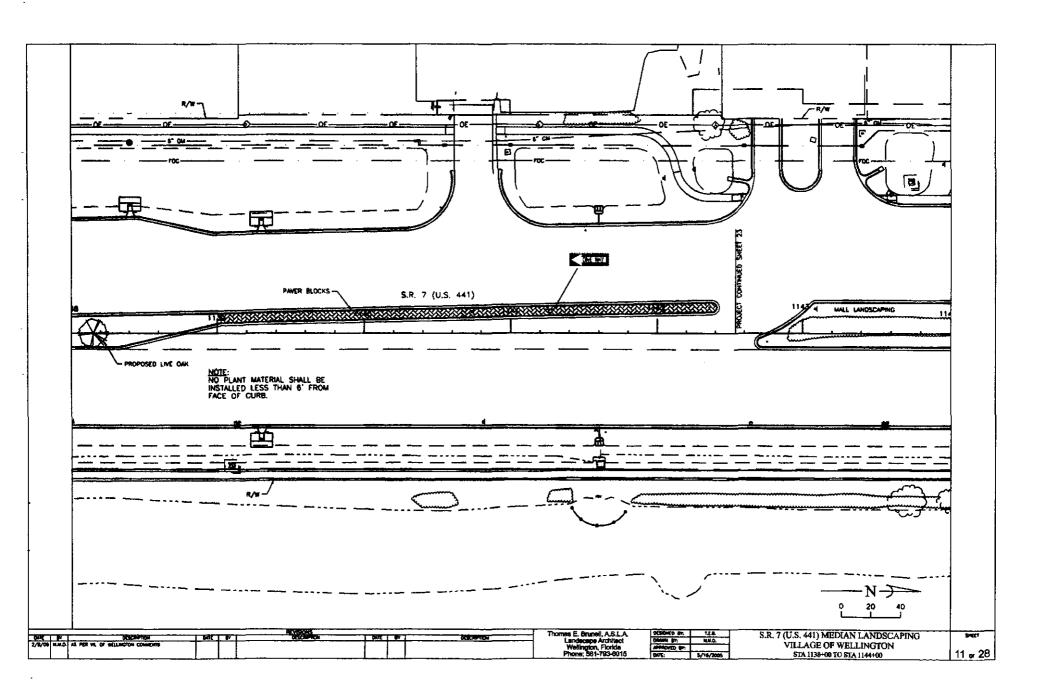


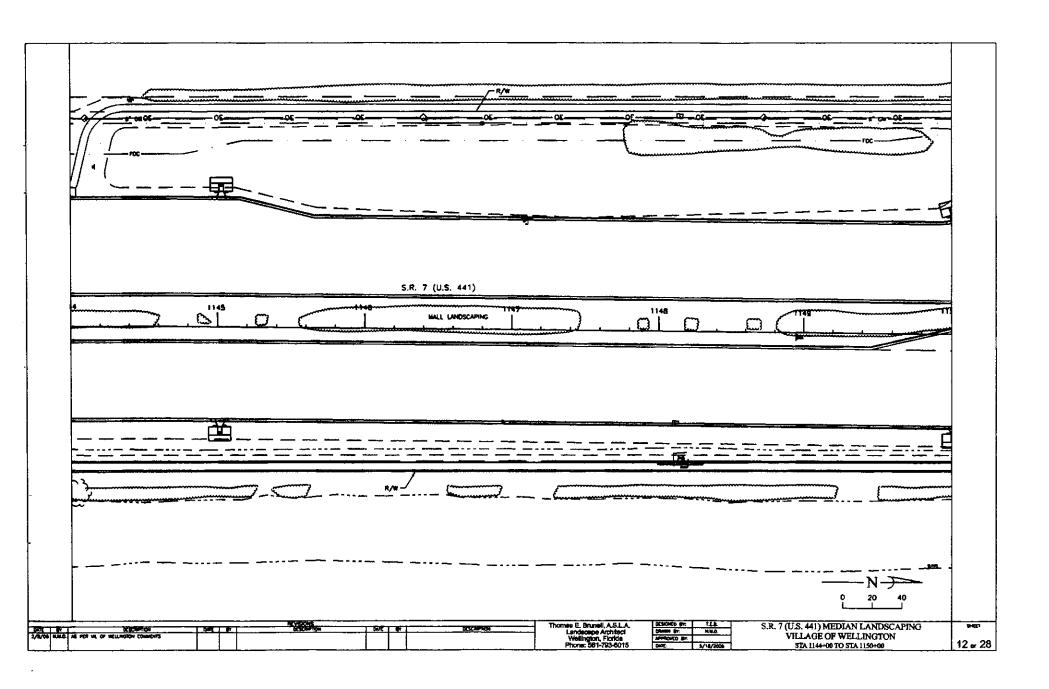


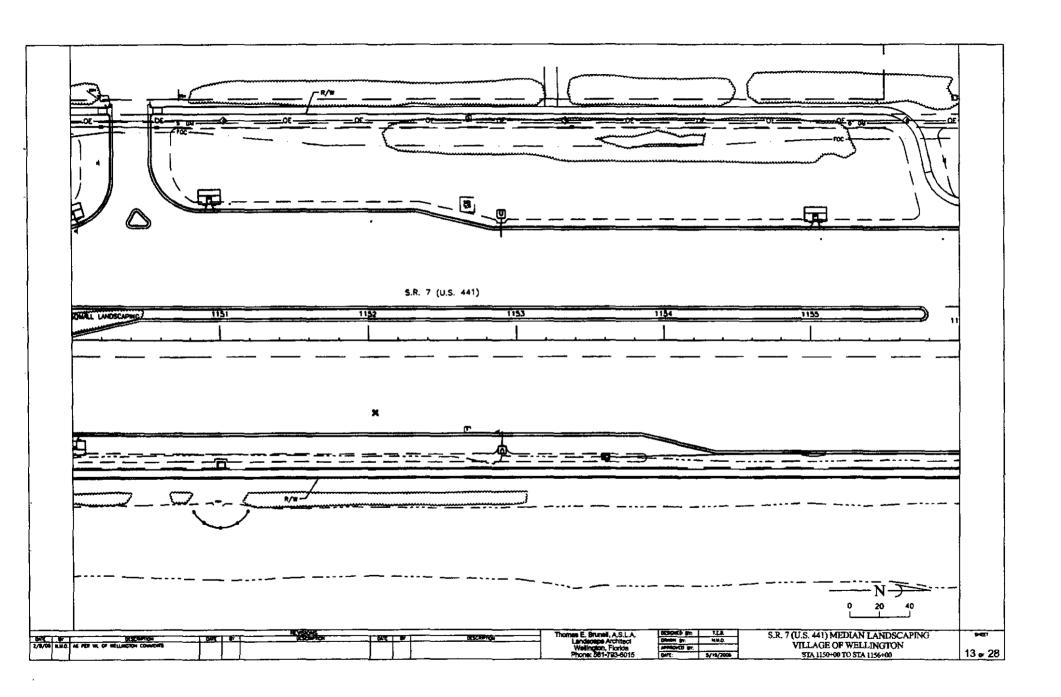


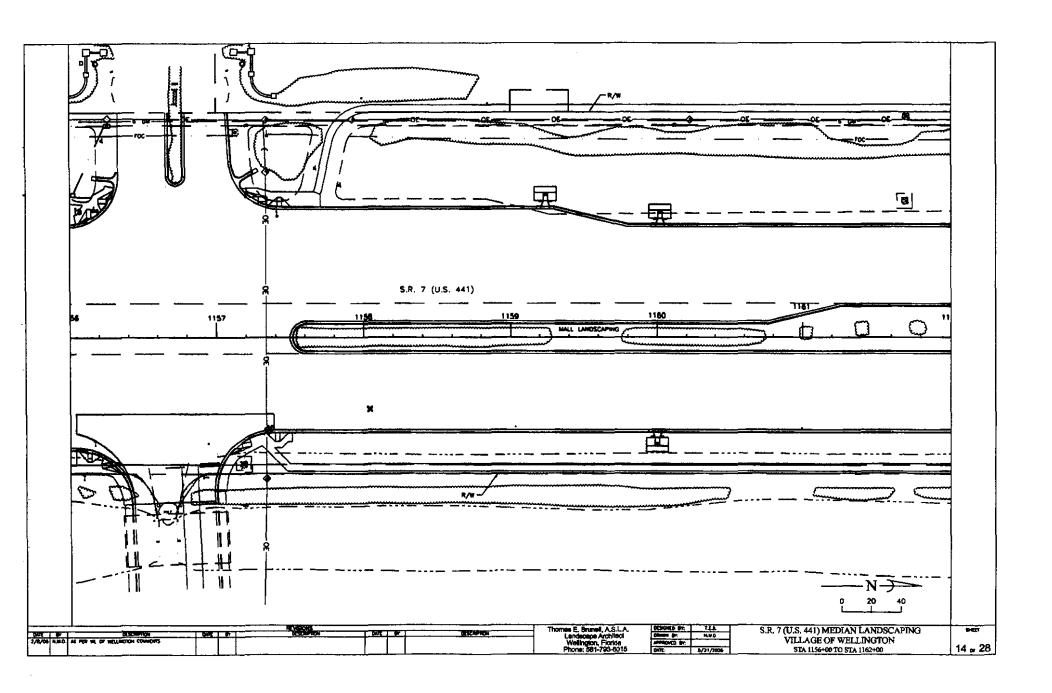


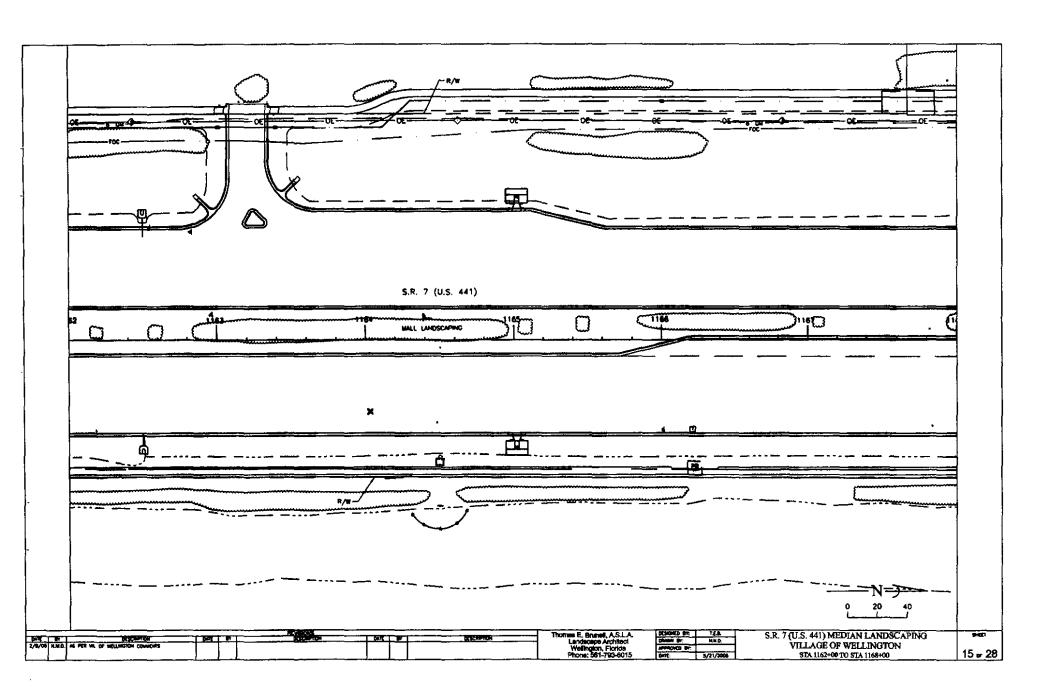


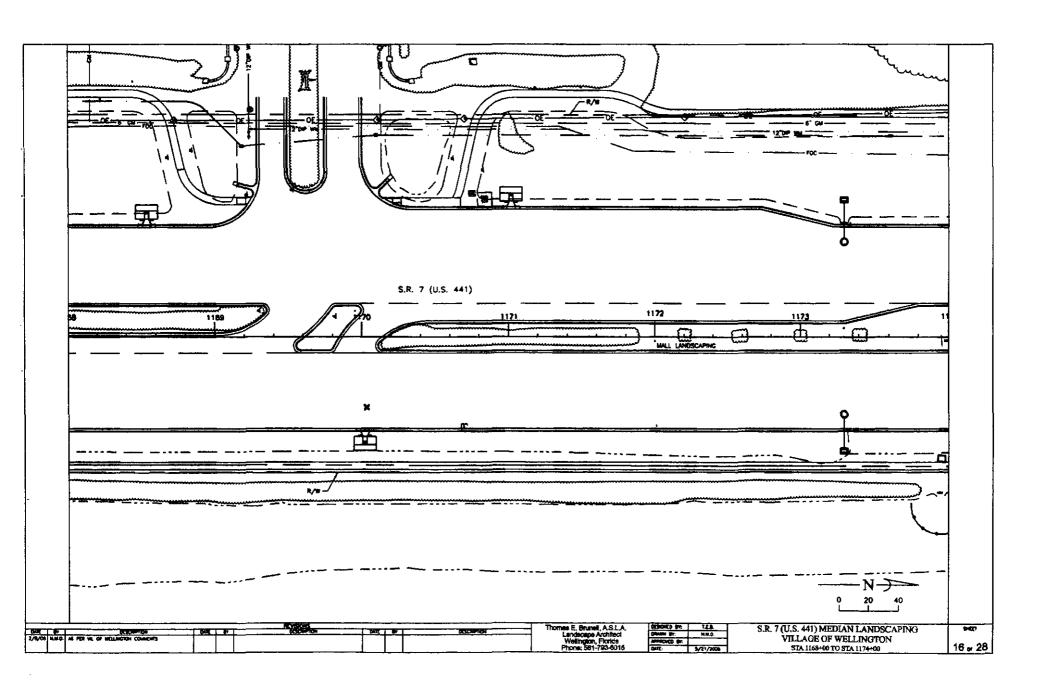


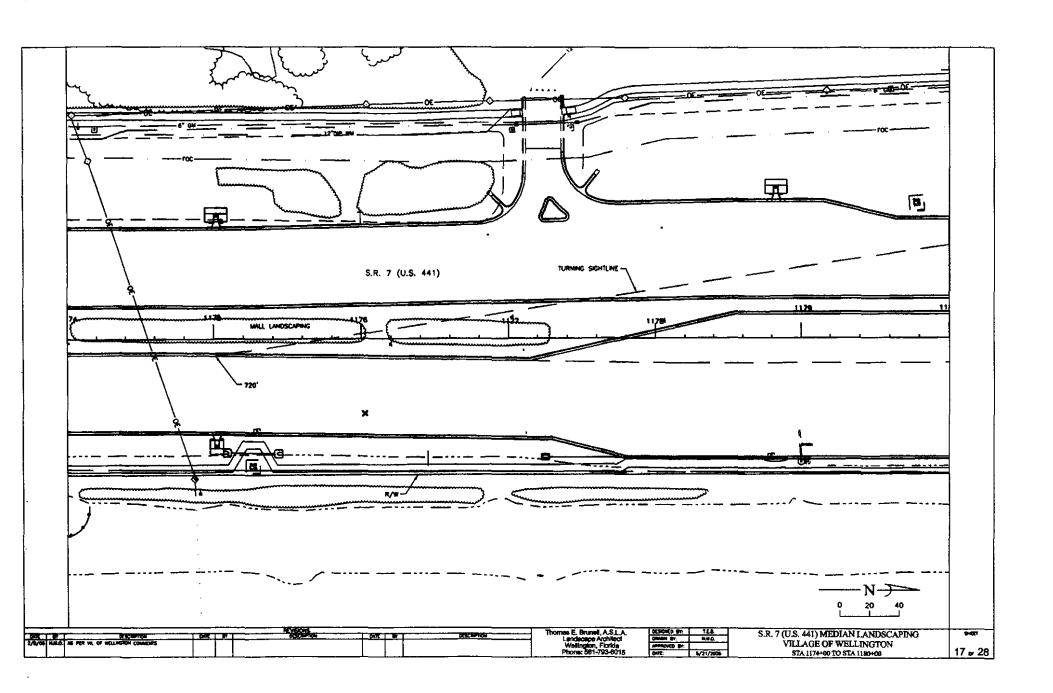


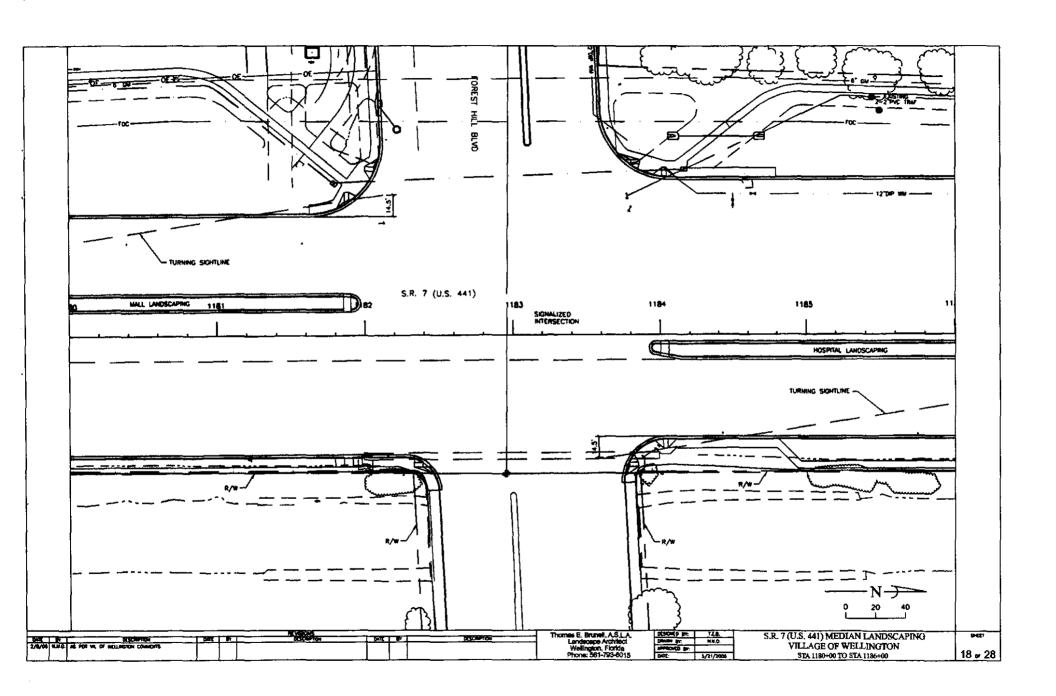


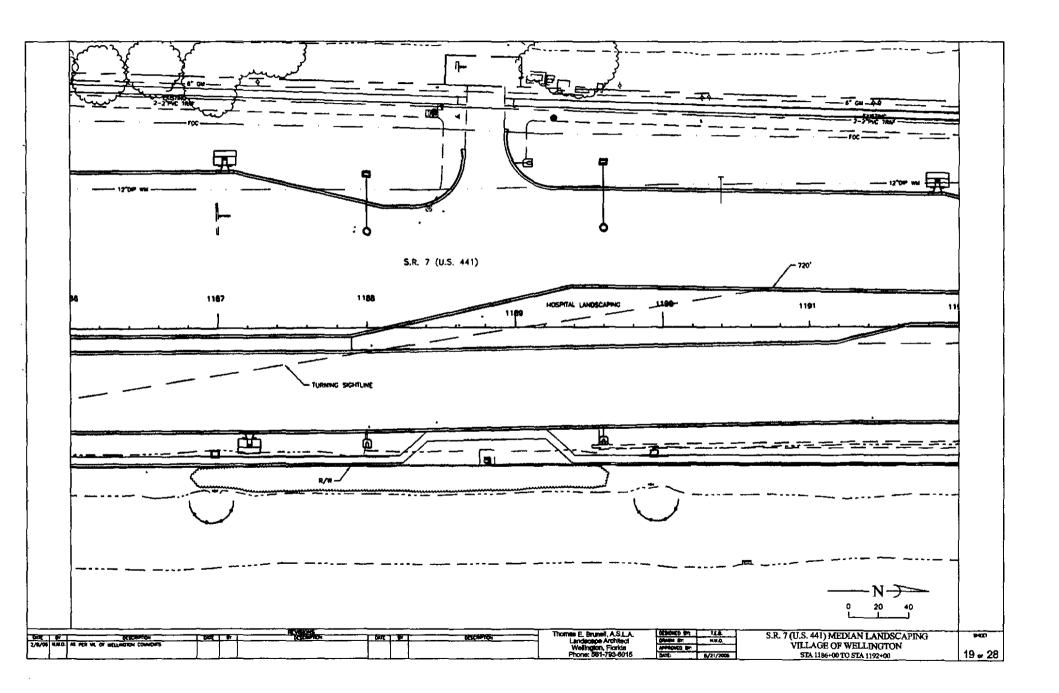


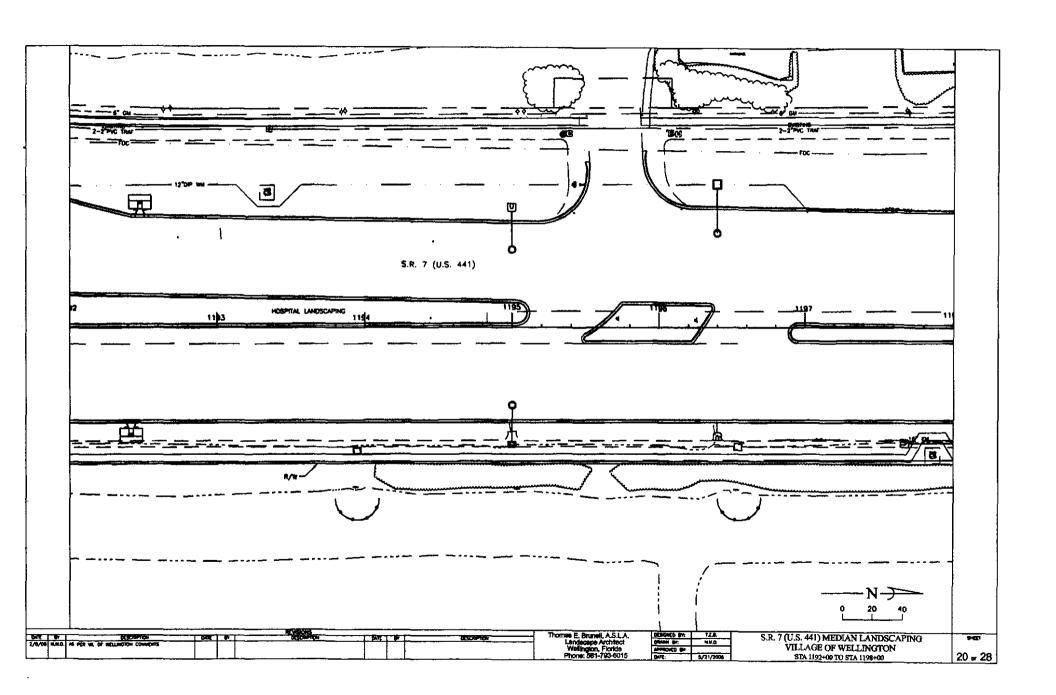


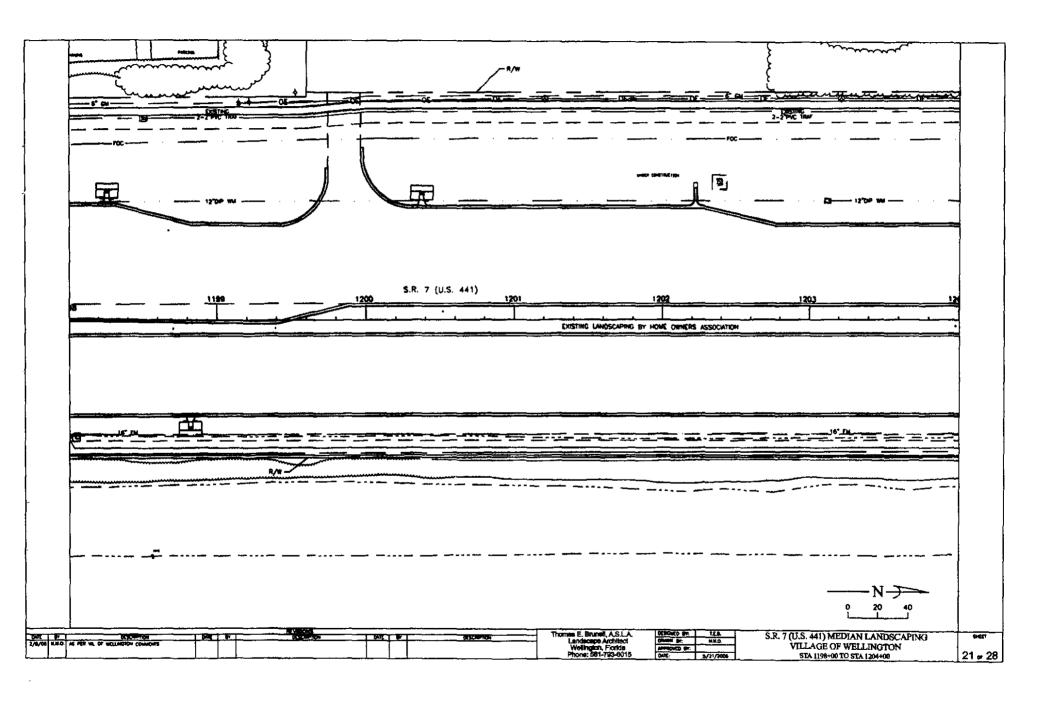


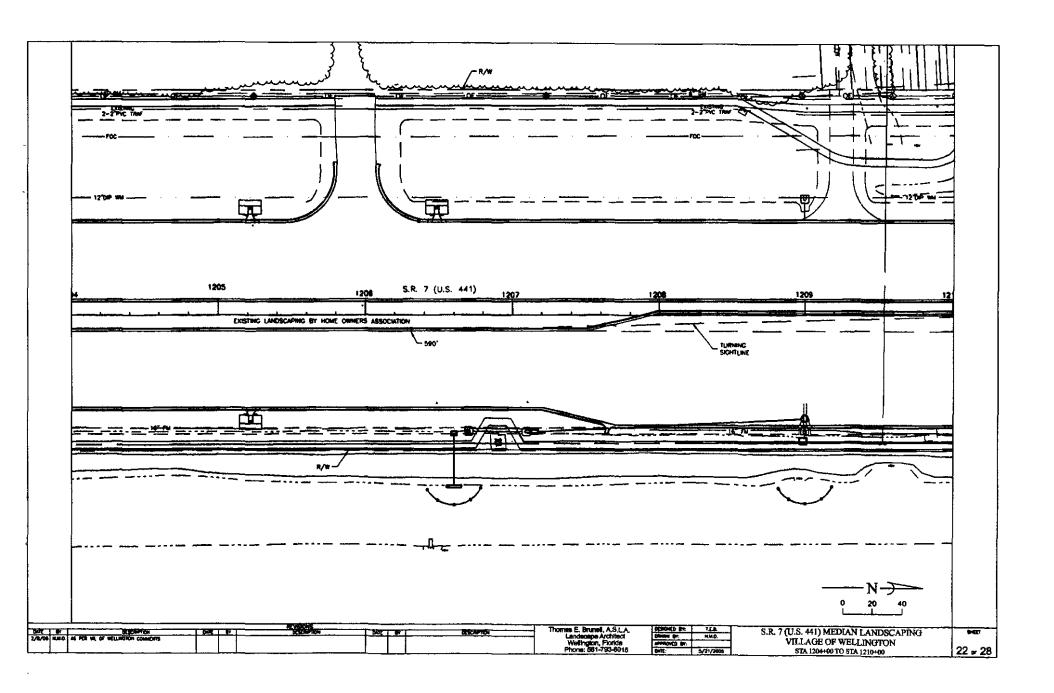


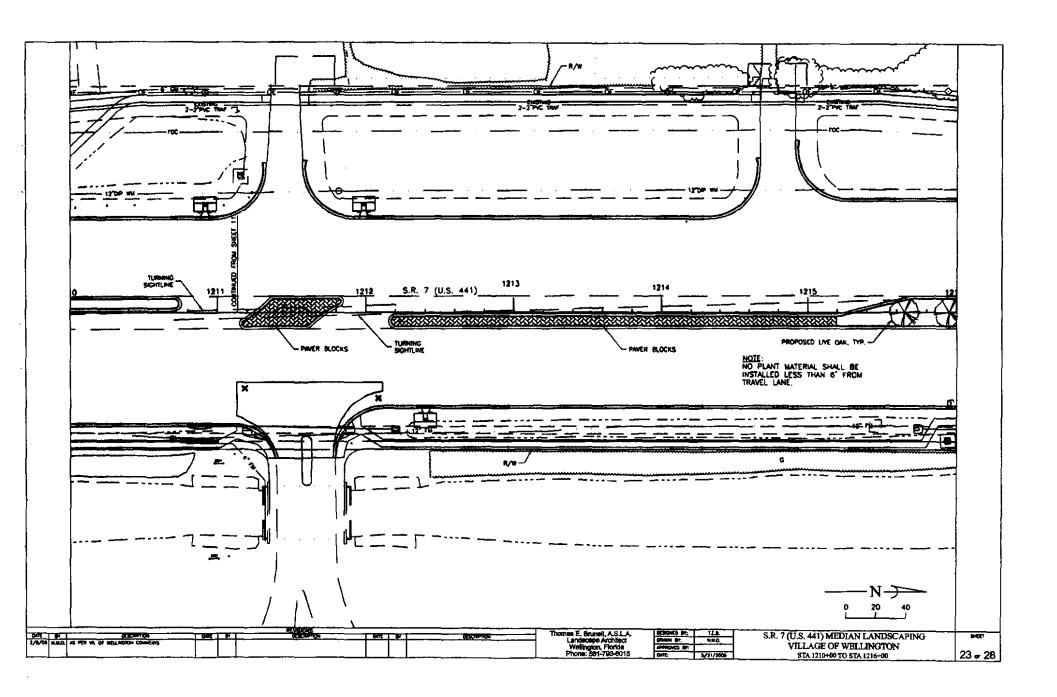


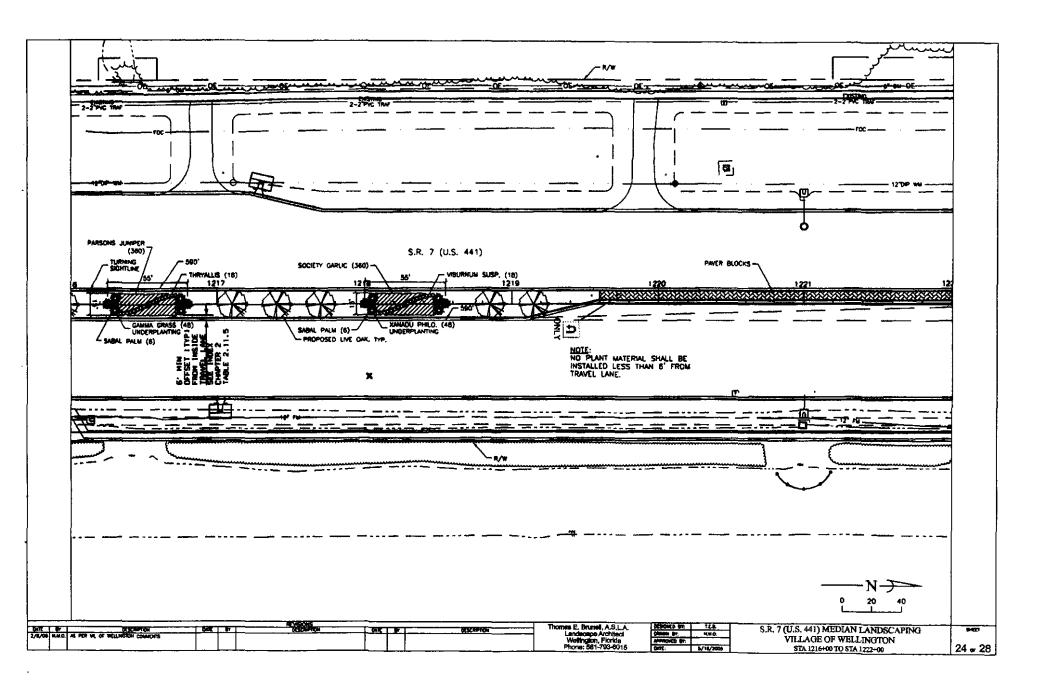


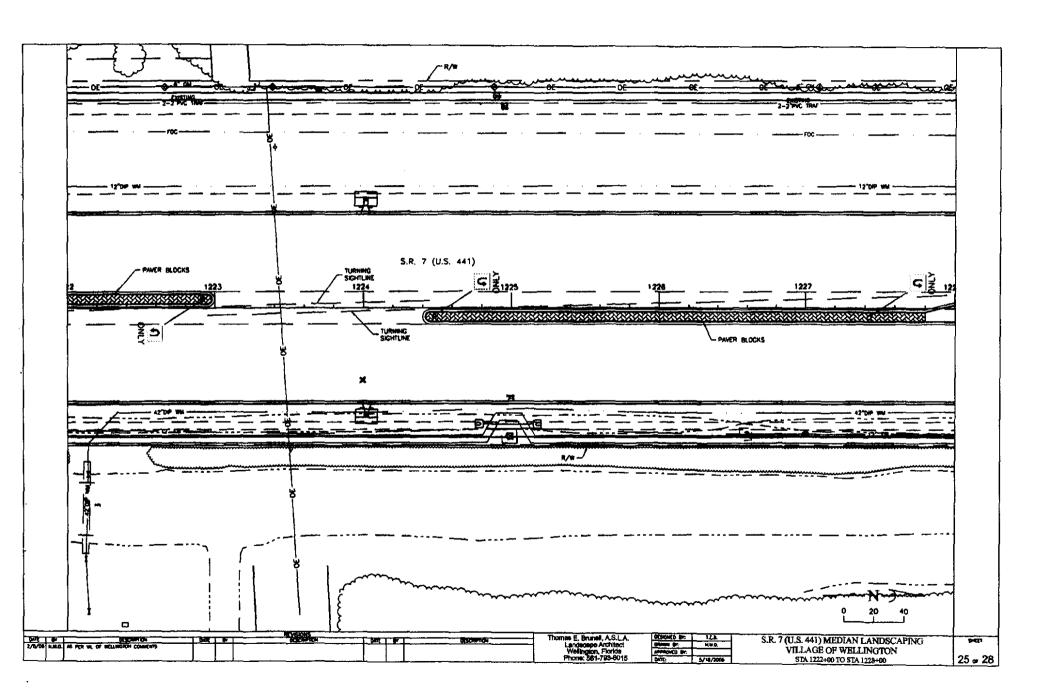


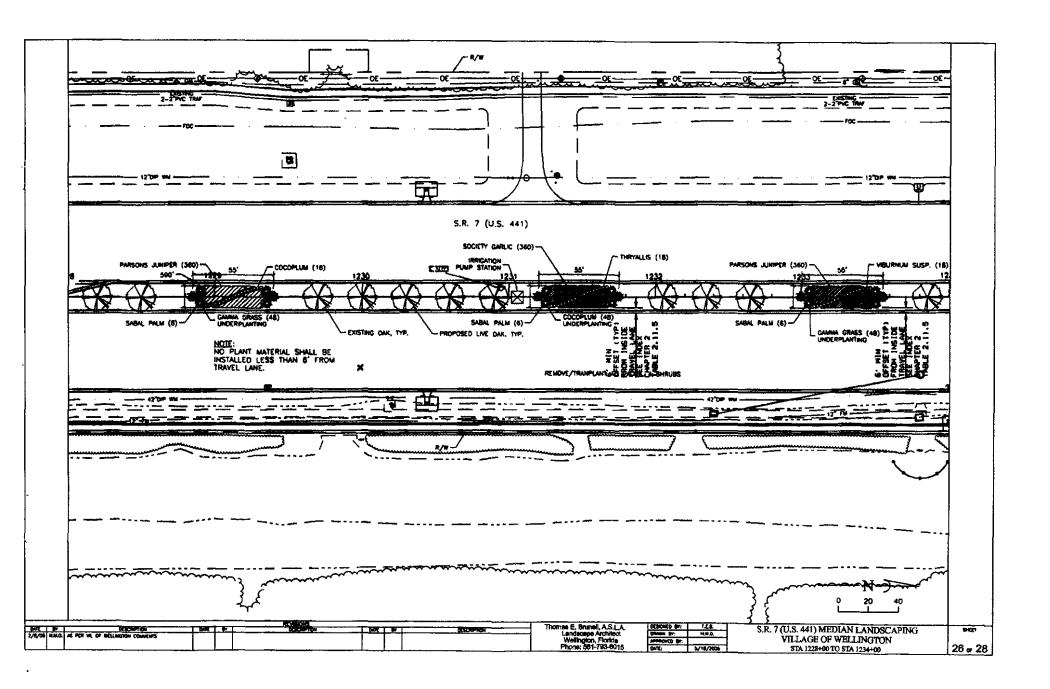


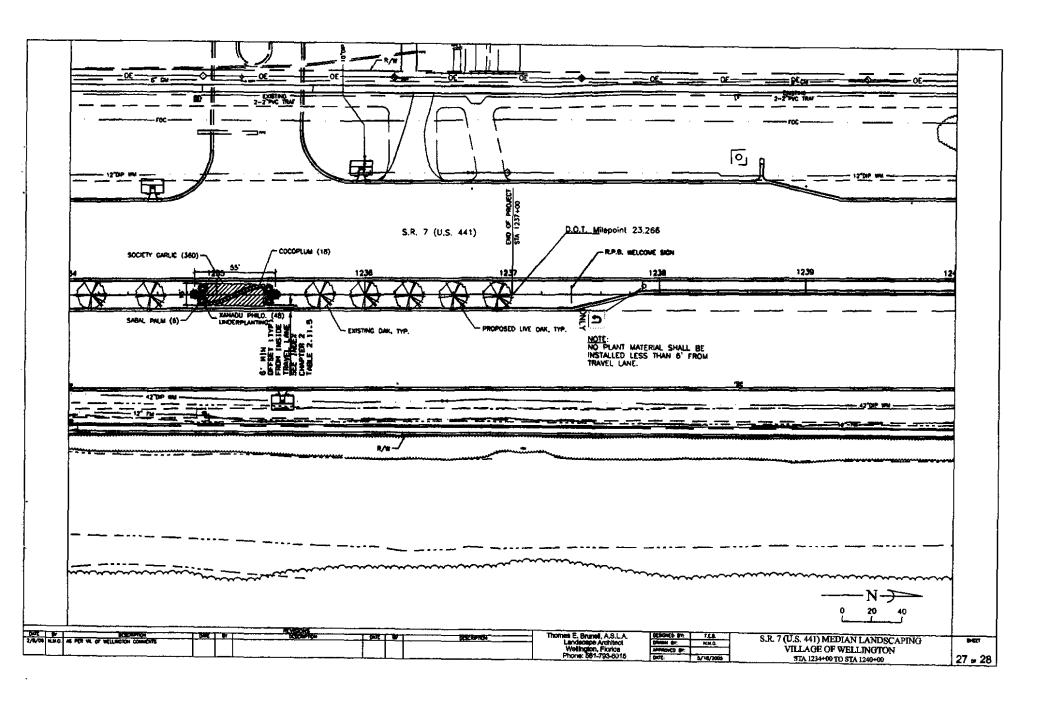












PLANT LIST

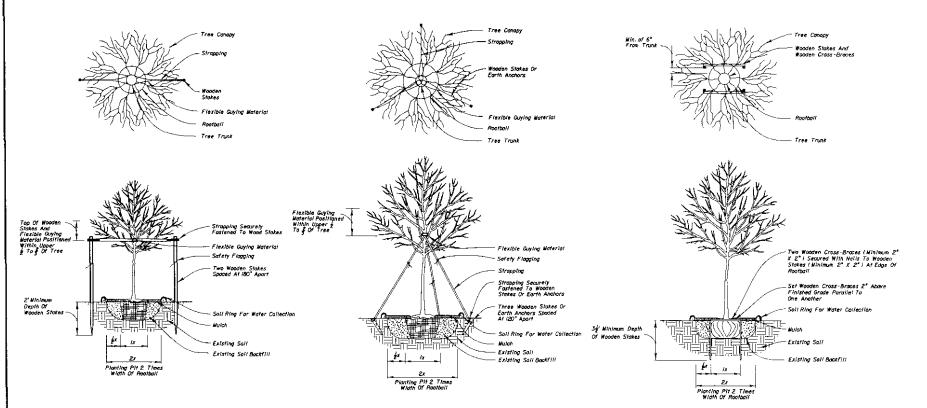
QTY.	NAME	BOTANICAL NAME	DESCRIPTION	NATIVE	DROUGHT TOLRNT	MATURE HGT
	TREES					
2	ALEXANDER PALM	ARCHONTOPHOENIX ALEXANDRAE	14' Ht. TRIPLE,30' O.C.	NO	YE\$	45'
45	LIVE OAK	QUERCUS VIRGINIANA	12' Ht. x 6' Spread	YES	YES	60,
72	SABAL PALM	SABAL PALMETTO	10' Ht, 12" Ht. + 14" Ht.	YES	YES	70'
	SHRUBS					
236	COCOPLUM	CHRYSOBALANUS ICACO	24"Ht. x 24" Spr., 24"O.C.	YES	MED	8,
322	FLA. GAMMA GRASS	TRIPSACUM FLORIDANA	12"Ht., 18"Spr., 24" O.C.	YES	YES	3,
24	ILEX SHILLINGS	ILEX VOMITORIA 'STOKES DWARF'	18" Ht.,18" Spr., 24" O.C.	NO	YES	8,
2160	PARSON'S JUNIPER	JUNIPERUS CHINENSIS 'PARSONII'	12" Ht., 12" SPR.,12" O.C.	NO	YES	2'
2806	SOCIETY GARLIC	TULBAGHIA VIOLACEA	12" Ht.12" Spr., 12" O.C.	NO	YES	2.
72	THRYALLIS	GALPHIMIA GRACILIS	24" Ht.,24" Spr., 24" O.C.	NO	MED	6,
72	VIBURNUM SUSPENSUM	VIBURNUM SUSPENSUM	24" Ht.,24" Spr., 24" O.C.	NO	NO	8,
218	XANADU PHILODENDRON	PHILODENDRON 'XANADU'	18" Ht.,18" SPR., 18" O.C.	NO	MED	3,

GENERAL NOTES:

- 1. ALL CURBS DEPICTED HERE ARE TYPE D NONMOUNTABLE.
- 2 ALL PROPOSED LANDSCAPING SHALL BE IRRIGATED VIA AN AUTOMATIC SYSTEM.
- 3. ALL INSTALLATION SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 580 LANDSCAPE INSTALLATION, (REV 6-23-03) (FA 6-24-03) (1-04)
- UPON COMPLETION, PROJECT SHALL BE MAINTAINED BY VILLAGE OF WELLINGTON 14000 GREENBRIER BLVD WELLINGTON, FL 33414. CONTACT PRINCE ALEXANDER PHONE (561) 791-4121.
- 5. THE POSTED SPEED FOR THE PROJECT IS 45 MPH. HOWEVER 720' WAS USED FOR INTERSECTION SIGHT LINES AND 590' WAS USED FOR MEDIAN TURN LANE SIGHT LINES, RECONIZING THAT MOTORISTS OFTEN DRIVE FASTER ALONG THIS SECTION.

6. ANY AND ALL EXISTING UTILITIES, WHETHER ABOVE OR BELOW GROUND, SHALL BE LOCATED AND CLEARLY MARKED PRIOR TO THE COMMENCEMENT OF ANY WORK. THERE SHALL BE NO ADJUSTMENTS OF UTILITIES DUE TO CONFLICTS WITH LANDSCAPE PLANTING. THE CONTRACTOR SHALL CONTACT THE ENGINEER OR LANDSCAPE ARCHITECT FOR LANDSCAPE ADJUSTMENT APPROVAL.

	Thomas E. Brunell, A.S.I. A. DCSONCO Str. 124.	S.R. 7 (U.S. 441) MEDIAN LANDSCAPING
Polit 6. Gillerande Reg Bi. Stronger Part B. Griceller	Landacese Architect (SMM) 97, N.H.C.	
2/8/08 March As PER VIL OF BROLLANDOW COMMON'S	Wellington, Florida APPROVED BY:	VILLAGE OF WELLINGTON
	Phone: 581-793-8015 DAY: 5/21/2006	DETAILS 28 = 28



I" - 3 Caliper Tree Planting

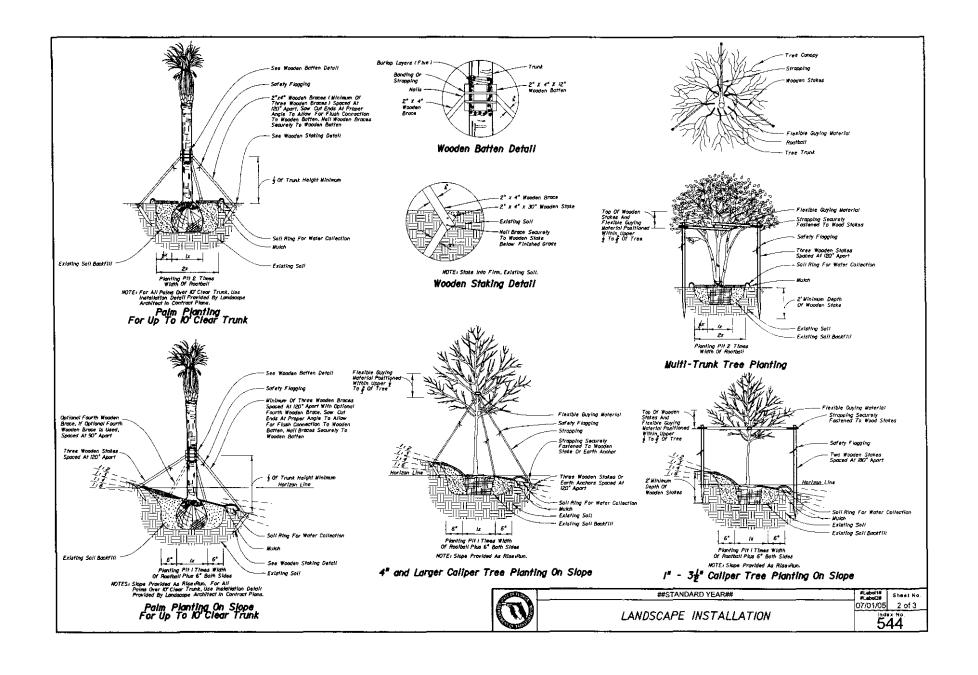
4" and Larger Caliper Tree Planting

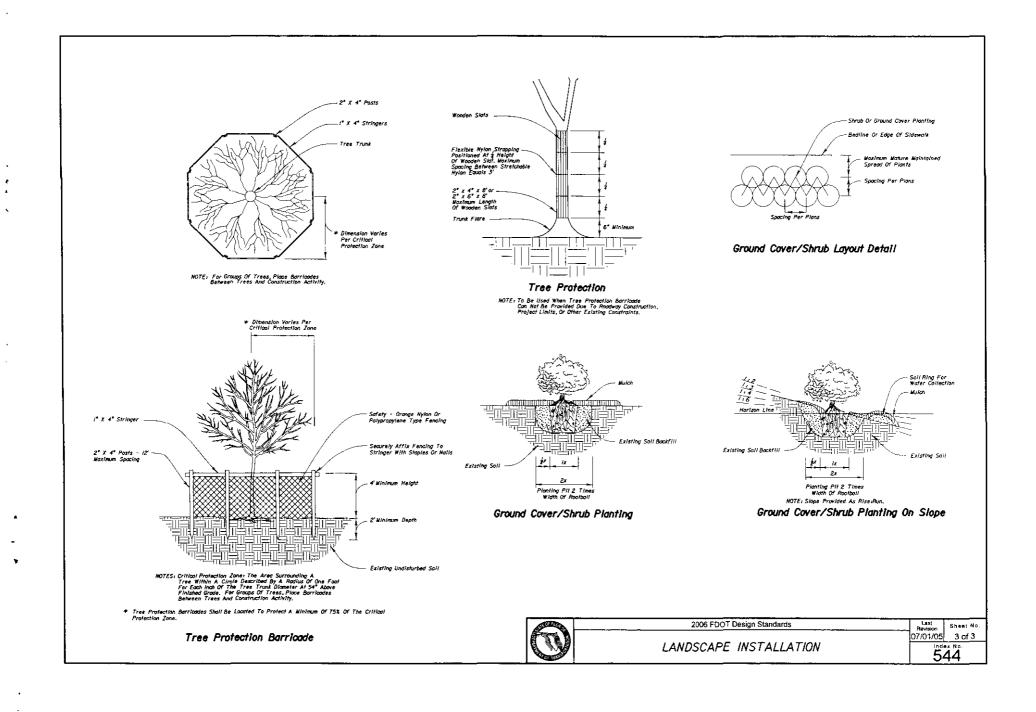
Tree Planting With Wooden Stakes

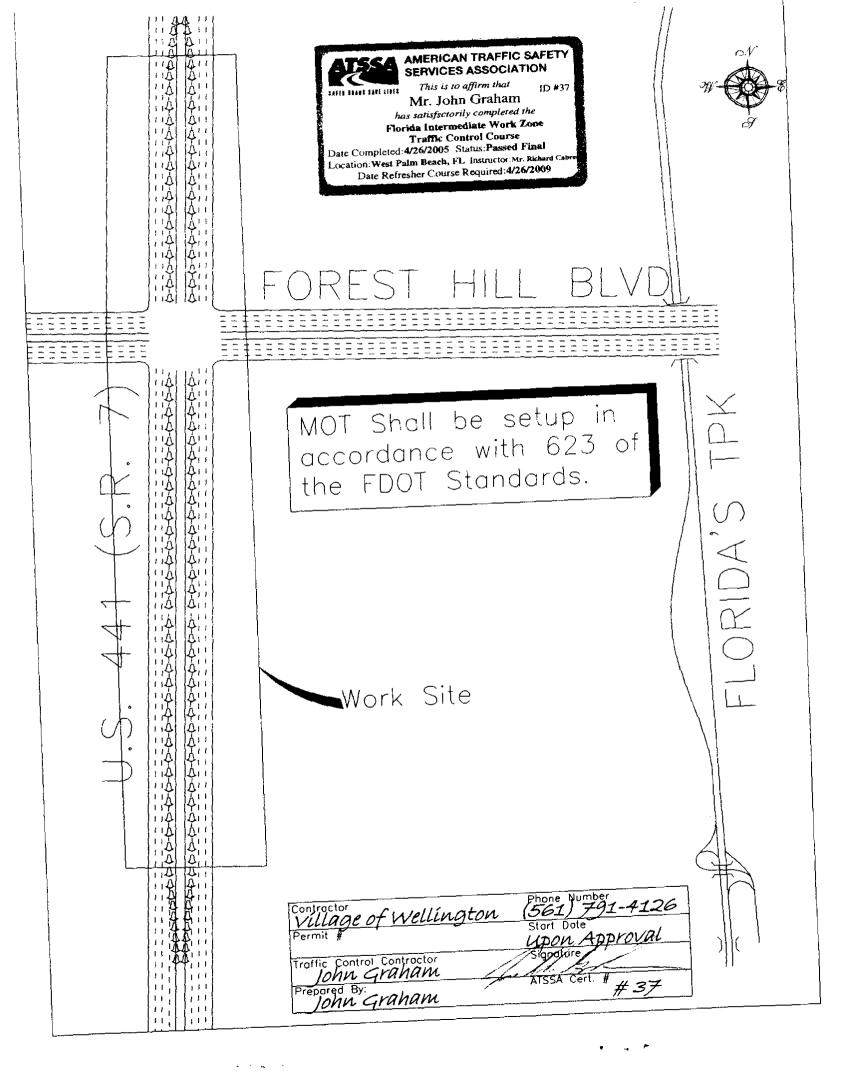
General Notes:

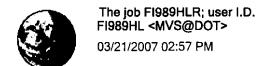
- I. All dimensions 6° and less are exaggerated for Illustrative purposes only.
- 2. Plant containers shall be removed prior to planting. If plants are not container grown, remove a minimum of the top 🕯 of buriap, fabric, or wire mesh.
- 3. Rootballs shall be set I*-2* above finished grade and set plumb to the horizon,
- 4. Boorfill shall be loosened existing soil. Remove rocks, sticks, or other deleterious material greater than !* In any direction prior to bookfilling. Water and famp to remove air pockets. If existing soils contain excessive sand, clay, or other material not conductive to proper plant growth contact Engineer prior to planting.
- 5. Soli rings shall be constructed of existing soli at the outer edge of the planting pit with a height and width of 6°.
- 6. Mulch shall be a 3° deep layer placed to the edge of the trunk flore, around the base of shrub, or solidly around groundcover.
- 7. Strapping shall be minimum I* wide mylon or polypropylene. Guying material in confact with tree shall be soft, piloble, and flexible plastic or rubber, securely fastened to wooden stakes. All wooden stakes or earth anchors shall be located beyond the edge of soil ring and located below finished grade.
- 8. Sabai Palms may be hurricone act. All other palms must have fronds fied with biodegradable strap. Palm trunks shall have no burn marks, scars, or sanding.
- 9. All dimensions nowlded for wooden traterials are nominal
- 10. When a permanent, subsurface, or drip irrigation system is provided a soliting is not required. Much to edge of planting pit.
- II. Commercial tree bracing systems approved by the Engineer may be used in Heu of the tree bracing methods detailed on the Index.











To PF415LK@dot.state.fl.us

CC

bcc

Subject FUNDS APPROVAL/REVIEWED FOR CONTRACT AOQ62

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FUNDS APPROVAL

Contract #AOQ62 Contract Type: AK Method of Procurement: G

Vendor Name: VILLAGE OF WELLI Vendor ID: VF650645105001

Beginning date of this Agmt: 03/26/07 Ending date of this Agmt: 06/30/09

Contract Total/Budgetary Ceiling: ct = \$187,354.50

Description:

Landscape, Hardscape, and/or Irrigation Improvements to SR-7

/US441: N of SR-802 to N of SR-882

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 *HC *750099 * 187354.50 *42162715801 *215 * 2007 *55150200 *088717/07 0001 *00 * *0001/04

TOTAL AMOUNT: *\$ 187,354.50 *

FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER

DATE: 03/21/2007

RESOLUTION NO. R2007-47

A RESOLUTION OF THE VILLAGE COUNCIL OF THE

VILLAGE OF WELLINGTON, FLORIDA, APPROVING AND

AUTHORIZING THE MAYOR AND VILLAGE CLERK TO

EXECUTE AGREEMENTS BETWEEN THE VILLAGE AND

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

FOR THE INSTALLATION OF LANDSCAPING TO THE

MEDIAN ON STATE ROAD 7 AND FOR THE MAINTENANCE

AMENDMENT #2007-23; AND PROVIDING AN EFFECTIVE

APPROVING

LANDSCAPING:

1	
2	
3	

WHEREAS, in June 2005 Village Council approved Keep Palm Beach County Beautiful grant application for landscaping improvement to Forest Hill Boulevard and State Road 7; and

DATE.

WHEREAS, the Village of Wellington received notification dated July 26, 2005 from Keep Palm Beach County Beautiful that a grant in the amount \$187,354.50 had been awarded to the Village by Florida Department of Transportation (FDOT); and

WHEREAS, the grant funds are for landscaping, hardscape, and/or irrigation improvements to the medians located on State Road 7 from Forest Hill Boulevard south to Lake Worth Road and north to one mile before State Road 80, in connection with Financial Management Number 421627-1-58-01; and

WHEREAS, on March 1, 2007, the Village received from FDOT a Joint Participation Agreement between the Village and FDOT for the installation of landscaping, hardscape, and/or irrigation improvements to the medians located on State Road 7 from Forest Hill Boulevard south to Lake Worth Road and north to one mile before State Road 80, in connection with Financial Management Number 421627-1-58-01; and

WHEREAS, on March 1, 2007, the Village received from FDOT a Maintenance Memorandum of Agreement and between the Village and FDOT for maintenance of the landscaping improvements; and

WHEREAS, the Joint Participation Agreement is for a total State Road 7 project cost of \$478,000.00 under the application and under this Agreement FDOT would contribute the grant of \$187,354.50, with the Village's share totaling \$290,645.50; and

WHEREAS, in the 2005/2006 adopted budget, \$450,000.00 was allocated to the State Road 7 landscaping project. The funds where not expended due to grant delays and the total project budget was carried forward to the current year; and

WHEREAS, a project total of \$478,000.00 needs to be expended to gain the full grant amount and a budget amendment is required to provide addition revenue and expenditure funding in the amount of \$28,000.00; and

2 3 4	·	nce Memorandum of Agreement between the endment #2007-23, as presented.
5 6 7	NOW, THEREFORE, BE IT RESOLVILLAGE OF WELLINGTON, that:	LVED BY THE VILLAGE COUNCIL OF THE
8 9	SECTION 1. The foregoing recitals a	are hereby affirmed and ratified.
10 11 12 13 14	Agreement and the Maintenance Memora Wellington and State of Florida Department	hereby approves the Joint Participation andum of Agreement between the Village of of Transportation, attached hereto as Exhibits zes the Mayor and Village Clerk to execute the
15 16 17	SECTION 3. The Village Council he KPBCB, FDOT SR7 Landscaping Grant, atta	ereby approves Budget Amendment #2007-23 ached hereto as Exhibit "B".
18 19 20		ecome effective immediately upon adoption.
21 22	PASSED AND ADOPTED this 200	_ day of March 2007.
22 23 24	ATTEST:	VILLAGE OF WELLINGTON
25 26 27 28	By: Lwilda Lextlic us Awilda Rodriguez, Village Clerk	Thomas M. Wenham, Mayor
29 30 31 32 33	APPROVED AS TO FORM AND LEGAL SUFFICIENCY: By:	,
34 35 36 37	Jeffey S. Kurtz, Village Attorney G:\wpfiles\clients\Wellington\Council Meetings\3-20\FDOT Agmnts SR7 Landso	caping RES doc

FM NO.(s): 421627-1-58-01

CONNECTED JPA No.: AOQL2
COUNTY: Palm Beach

S.R. NO.: 7

DISTRICT FOUR (4) MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT, made and entered into this had a day of the State of Florida, hereinafter called the DEPARTMENT and the VILLAGE OF WELLINGTON, a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the AGENCY.

WITNESSETH:

WHEREAS, the DEPARTMENT has jurisdiction over State Road 7 as part of the State Highway System; and

WHEREAS, the AGENCY seeks to install and maintain certain landscape improvements within the right-of-way of State Road 7; and

WHEREAS, as part of the continual updating of the State of Florida Highway System, the **DEPARTMENT**, for the purpose of safety, protection of the investment, and other reasons, has constructed and does maintain the highway facility as described in Exhibit A, attached hereto and incorporated by reference herein, within the corporate limits (or unincorporated if a County) of the **AGENCY**; and

WHEREAS, the AGENCY is of the opinion that said highway facilities that contains landscape medians, shall be maintained by periodic trimming, cutting, mowing, fertilizing, litter pick-up, necessary replanting, irrigation repairs, and median concrete replacements as needed; and

WHEREAS, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution No. <u>R2007.47</u> dated <u>March</u> 20. 2007 attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so,

NOW THEREFORE, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

- 1. The recitals set forth above are true and correct and are deemed incorporated herein.
- 2. The **AGENCY** hereby agrees to install or cause to be installed landscape, hardscape and/or irrigation improvements on the highway facilities as specified in plans and specifications hereinafter referred to as the Project, and incorporated herein as Exhibit B. According to the following standards and conditions:
 - (a) The current Florida of 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 must be adhered to.
 - (c) Landscape shall not obstruct roadside signs or permitted outdoor advertising signs,
 - (d) If irrigation is to be installed, the **DEPARTMENT** shall be provided accurate as-built plans of the system so if in the future there is a need for the **DEPARTMENT** to perform work in the area, the system can be accommodated as much as possible.
 - (e) If it becomes necessary to provide utilities to the median or side areas (water/electricity), it shall be the **AGENCY'S** responsibility to obtain a permit for such work through the local maintenance office.
 - (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 **AGENCY** shall provide the local maintenance office, located at 7900 Forest Hill Boulevard, West Palm Beach, (561-432-4966), a twenty-four (24) hour telephone number and the name of a responsible person that the **DEPARTMENT** may contact.
 - (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

- (i) The **AGENCY** shall be responsible to clear all utilities within the project limits.
- (j) The **AGENCY** shall notify the local maintenance office forty-eight (48) hours prior to the start of the project.
- 3. The **AGENCY** agrees to maintain the landscape improvements which may include hardscape and irrigation within the medians and outside the travel way line, by periodic trimming, cutting, mowing, curb and sidewalk edging, fertilizing, irrigation repairs, litter pickup, and necessary replanting as needed following the **DEPARTMENT'S** landscape safety and plant care guidelines and as provided by Exhibit C. Hardscape shall mean any non-standard roadway, sidewalk or median surface such as interlocking pavers, stamped asphalt and stamped concrete.

The AGENCY'S responsibility for maintenance shall include all landscape/turfed areas and areas covered with interlocking pavers or similar type surfacing (hardscape) within the median and areas outside the travel way to the right of way line, including sidewalks and median concrete areas and shall include interlocking paver and header curb repairs or replacements as needed. Such maintenance to be provided by the AGENCY is specifically set out as follows:

To maintain, which means the proper watering and fertilization of all plants and keeping them as free as practicable from disease and harmful insects; to properly mulch the plant beds; to keep the premises free of weeds; to mow and/or cut the grass to a proper length; to properly prune all plants, which includes: (1) removing dead or diseased parts of plants; or (2) pruning such parts thereof which present a visual safety hazard for those using the roadway. To maintain also means removing or replacing dead or diseased plants in their entirety, or removing or replacing those that fall below original project standards. All plants removed for whatever reason shall be replaced by plants of the same size and grade as specified in the original plans and specifications. To maintain also means to keep the hardscape areas free from weeds and replacement of any areas becoming in disrepair so as to cause a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right-of-way line. To maintain also means to keep the header curbs that contain the hardscape and the interlocking pavers in optimum condition. Plants shall be those items, which would be scientifically classified as plants and include but are not limited to trees, grass, or shrubs.

If it becomes necessary to provide utilities to the median or side areas (water/electricity) for these improvements, all costs associated with irrigation maintenance, impact fees, and connections, as well as on-going cost of water are the maintaining agency's responsibility.

The above named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding repayment, reworking, or Agreement termination. The **AGENCY** shall not change or deviate from said plans without written approval of the **DEPARTMENT**.

- 4. If at any time after the AGENCY has undertaken the landscape installation and/or maintenance responsibility mentioned above, it shall come to the attention of the DEPARTMENT'S District Secretary that the limits or a part thereof is not properly maintained pursuant to the terms of this Agreement, said District Secretary, may at his option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, to place said AGENCY on notice thereof. Thereafter, the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may, at its option, proceed as follows:
 - (a) Complete the installation, or part thereof, with **DEPARTMENT** or Contractor's personnel and deduct the cost of such work from the final payment for said work or part thereof, or
 - (b) Maintain the landscape or a part thereof, with **DEPARTMENT** or Contractor's personnel and invoice the **AGENCY** for expenses incurred, or
 - (c) Terminate the Agreement in accordance with Paragraph 6 of this Agreement, and remove, by **DEPARTMENT** or private Contractor's personnel, all of the landscape/irrigation installed under this Agreement or any preceding Agreements except as to trees and palms and charge the **AGENCY** the reasonable cost of such removal.
- 5. It is understood between the parties hereto that the landscape/hardscape covered by this Agreement may be removed, relocated, or adjusted at any time in the future, as determined to be necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered, or otherwise changed to meet with future criteria or planning of the Department. The **AGENCY** shall be given sixty (60) calendar day's notice to remove said landscape/hardscape after which time the Department may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining **AGENCY'S** responsibility.
- 6. The **DEPARTMENT** and the **AGENCY** intend to enter into a separate agreement as further described in Exhibit D. The **DEPARTMENT** shall be invited to assist the **AGENCY**

- in final inspections before acceptance of the job by the AGENCY.
- 7. The **AGENCY** agrees to reimburse the DEPARTMENT all monies expended for the project, should the landscape areas fail to be maintained in accordance with the terms and conditions of this Agreement.
- 8. This Agreement may be terminated under any one (1) of the following conditions:
 - (a) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under Paragraph 4, following ten (10) days' written notice.
 - (b) By the **DEPARTMENT**, for refusal by the **AGENCY** to 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 **AGENCY** in conjunction with this Agreement.
- 9. The term of this Agreement commences upon execution by all parties.
- 10. To the extent allowed by the Laws of Florida, the **PARTICIPANT** hereby agrees 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 the **PARTICIPANT**, its agents, contractors, subcontractors, consultants, and/or employees, arising out of this contract or the work which is the subject hereof. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.
- 11. The **AGENCY** may construct additional landscape within the limits of the rights-of-way identified as a result of this document, subject to the following conditions:
 - (a) Plans for any new landscape shall be subject to approval by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.
 - (b) All landscape and irrigation shall be developed and implemented in accordance with appropriate state safety and road design standards.
 - (c) The **AGENCY** agrees to comply with the requirements of this Agreement with regard to any additional landscape installed at no cost to the **DEPARTMENT**.
 - (d) No change will be made in the payment terms established under number five (5) of

this Agreement due to any increase in cost to the AGENCY resulting from the installation of landscape added under this item.

- 12. This writing embodies the entire Agreement and understanding between the parties hereto, and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
- 13. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, nor 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 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.
- 14. The **DEPARTMENT'S** District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.
- 15. This Agreement may not be assigned or transferred by the **AGENCY**, in whole or in part, without the written consent of the **DEPARTMENT**.
- 16. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail.
- 17. Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices 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

If to the Agency: Village of Wellington 14000 Greenbriar Boulevard Wellington, Florida 33414

Attention: Judy Rios Office Manager

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

AGENCY	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
By: Law M. Winkums Chairperson/Mayor	By:O rull_ Transportation Development Director
Attest: Lwilda Laduris EAD, Clerk	Attest: Man Dates Executive Secretary
Approval as to Form Date	Approval as to Form Date District General Counsel

FM NO.(s): 421627-1-58-01
CONNECTED JPA No.: ACCL
COUNTY: Palm Beach

S.R. NO.: 7

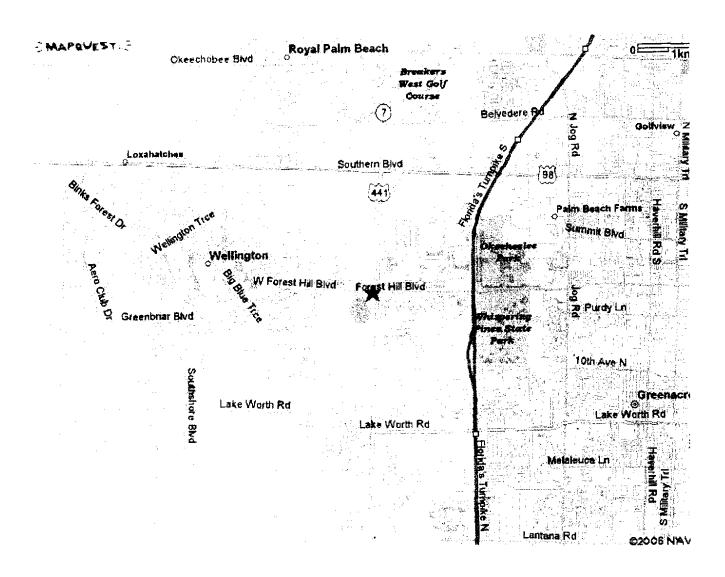
EXHIBIT A

I. PROJECT LOCATION:

State Road 7 medians from Lake Worth Road (M.P.20.50) to Wellington's boundary (M.P.23.266).

II. PROJECT LOCATION MAP:

See Attached.



FM NO.(s): 421627-1-58-01
CONNECTED JPA No.: ACQ62
COUNTY: Palm Beach

S.R. NO.: 7

EXHIBIT B

The Department agrees to install the Project in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Thomas E.Brunell, A.S.L.A.

Dated: May, 2005.

FM NO.(s): 421627-1-58-01 CONNECTED JPA No.: AOQ62 COUNTY: Palm Beach

S.R. NO.: 7

EXHIBIT C

MAINTENANCE PLAN

This Exhibit forms an integral part of the DISTRICT FOUR (4) HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

Please see attached.

Village of Wellington, Florida Landscape Maintenance Program

In order to insure that this project is successful and remains aesthetically pleasing for many years, certain expectations must be met:

- 1. for safety considerations, clear site lines must be maintained;
- 2. plants, trees and palms are to be kept healthy and lush in order to maintain their aesthetic value (especially the flowering species);
- 3. the project is to be kept weed and litter free as much as possible;
- 4. proper horticultural practices are used during installation, and perpetual maintenance:
- 5. dead or dying plant material must be removed and replaced as soon as they are discovered:
- 6. shrub and ground cover beds, where applicable, must be kept neatly trimmed (this does not apply to grass type plants nor plants with "flowering stalks");
- 7. trees and palms must also be kept neatly trimmed (dead fronds and/or branches are to be removed immediately), and pruned to limit windstorm damage to their canopies.

Our suggested performance based maintenance details and specifications for this project are as follows:

- Mowing & Edging: Any sod areas within the median are to be maintained at a maximum height of 4'6" and shall be cut on a seasonally adjusted schedule to keep the grass blade height within that range. At no time should more than ½ of the blade height should be removed in a single mowing. Edging should only be performed as necessary to remove grass growing over the curbing into traffic areas, or into defined planting beds. All mowing and edging trimmings should be removed from the project, and disposed of properly.
- <u>Fertilization</u>: All plant materials shall receive fertilization as necessary to maintain the ideal condition of each plant or tree species, insuring all retain a healthy appearance at all times, and each achieves the proper growth characteristics at maturity. This includes the application of fertilizers with the proper mix, mineral and micronutrient contents for that particular species.
- Plant Beds Weeding & Edging: All planting beds should be weeded and edged to eliminate the appearance of excess "volunteer" plants not intended for the bed. Either mechanical removals and/or the application of pre-emergent type materials may be used on a seasonally adjusted basis, or as need, to ensure that all planting areas are keep neat and weed free. One other option that can be employed to control weed growth is the application of an herbicide approved for such use, applied on a frequency and by the manner prescribed by the manufacturer. All weeds removed should be removed from the project area, and disposed of properly.

- Pruning: Pruning is required for all plant materials to maintain proper growth characteristics, and insure they reach maturity with the natural structural characteristics for each particular species. Pruning and trimming shall be scheduled and performed as needed to ensure these characteristics are maintained. In addition all plant materials located with the sight lines identified on the original plans shall be trimmed and pruned to perpetually maintain the proper clear zones, as specified in FDOT Index no. 546. Plants located outside these clear zones shall also have all low hanging branches or excessive vegetative height, which may potentially interfere with vehicle sight lines, are to be pruned. Pruning on new and existing trees shall be performed according to the ANSI A300 standard issued by the International Society of Arboriculture.
- Mulch: Mulch shall be maintained at a minimum depth of 2-3" and shall follow the original landscape specifications for clearance distances away from plant stems, trucks, curbing, etc. Mulch replenishments should be similar type scheduled and provided on a spot or mass bed basis to ensure there is never less than 2" of mulch depth, and never more than 3" of depth in any specific location. Periodic rakings within bed areas without additional application of mulch may also be utilized to maintain a uniform 2-3" depth by smoothing out uneven mulch accumulations.
- Irrigation: The rain sensor device originally specified will be used, and checked periodically for performance in accordance with the manufacturers recommendations. Individual zones should be programmed and adjusted as necessary to supply water at an adequate rate, frequency and duration to ensure the health of the plant materials without over watering. All heads should be maintained and adjusted to insure no overspray onto vehicular and/or pedestrian use areas. All broken heads, pipes and valves should be repaired immediately as evident. Irrigation will be conducted within the hours of 12 a.m. and 5 a.m. as approved by the South Florida Water Management District.
- Hardscape Material: N/A
- <u>Litter:</u> All plant beds shall be kept litter free and inspected at a minimum frequency to ensure no unsightly trash accumulation is visible. All mowed sod areas should have trash removed before a scheduled cut.
- Work Zone Traffic Control: Village maintenance crews shall adhere to the approved MOT Plans submitted and on file with the Department of Transportation and the Village of Wellington during all scheduled maintenance cycles.
- <u>Manpower and Equipment:</u> In order to keep this project in good condition the Village and/or subcontracted maintenance crews shall consist of the necessary number of members equipped with any and all necessary sprayers, clippers, trimmers, edgers, trash bins/bags, safety equipment, traffic control devices, and

other necessary materials, as applicable. All on-going maintenance work in the public ROW should be preformed in accordance with FDOT safety standards.

Adherence to these guidelines will help assure that this project will continue to be of aesthetic value to the Village of Wellington, as well as all of Palm Beach County.

93210

FM NO.(s):

421627-1-58-01

CONNECTED JPA No.: AOQ62

COUNTY:

Palm Beach

S.R. NO.:

EXHIBIT D (GENERAL)

PROJECT COST

This Exhibit forms an integral part of the DISTRICT FOUR (4) HIGHWAY MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

Anticipated Terms of Separate Agreement

I. FDOT PARTICIPATION:

\$187,354.50

AGENCY PARTICIPATION:

\$290,645.50

APPROXIMATE PROJECT COST: II.

\$478,000.00

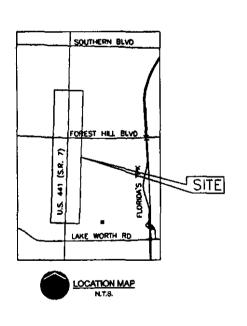
"Amounts are approximate"

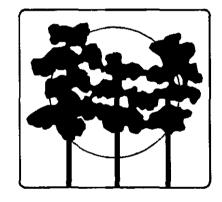
PROJECT COST FOR STATE ROAD 7 LANDSCAPING & IRRIGATION

Vegetation Materials	65,000.00
Installation	65,000.00
Irrigation System	289,000.00
Water Truck	2,000.00
Maintenance by VOW	18,000.00
Maintenance by Landscape Contractor	34,000.00
Design & Post-Design Fees	2,000.00
Traffic Control	3,000.00
TOTAL PROJECT COST	<u>\$ 478,000.00</u>

VILLAGE OF WELLINGTON

S.R. 7 (U.S. 441) MEDIAN LANDSCAPING Mile Marker 20.50 to 23.266





VILLAGE COUNCIL

THOMAS M. WENHAM ROBERT S. MARGOLIS LAURIE S. COHEN DR. CARMINE A. PRIORE LIZBETH BENACQUISTO MAYOR
VICE MAYOR
COUNCILWOMAN
COUNCILMAN
COUNCILWOMAN

VILLAGE MANAGER
CHARLES H. LYNN, AICP

INDEX

1 COVER

2 - 27 LAYOUT

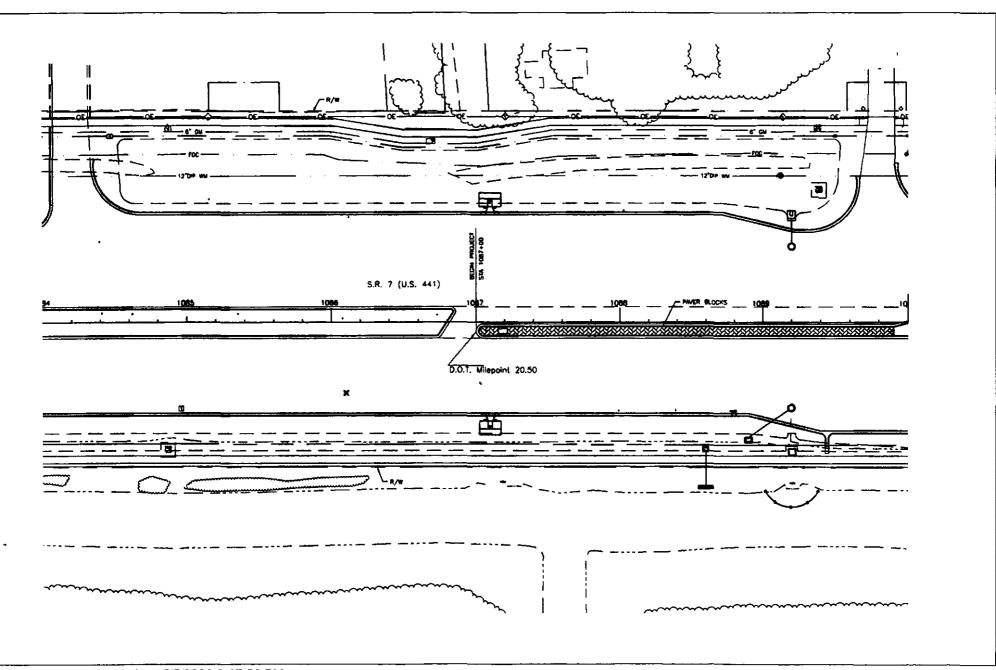
28 DETAILS

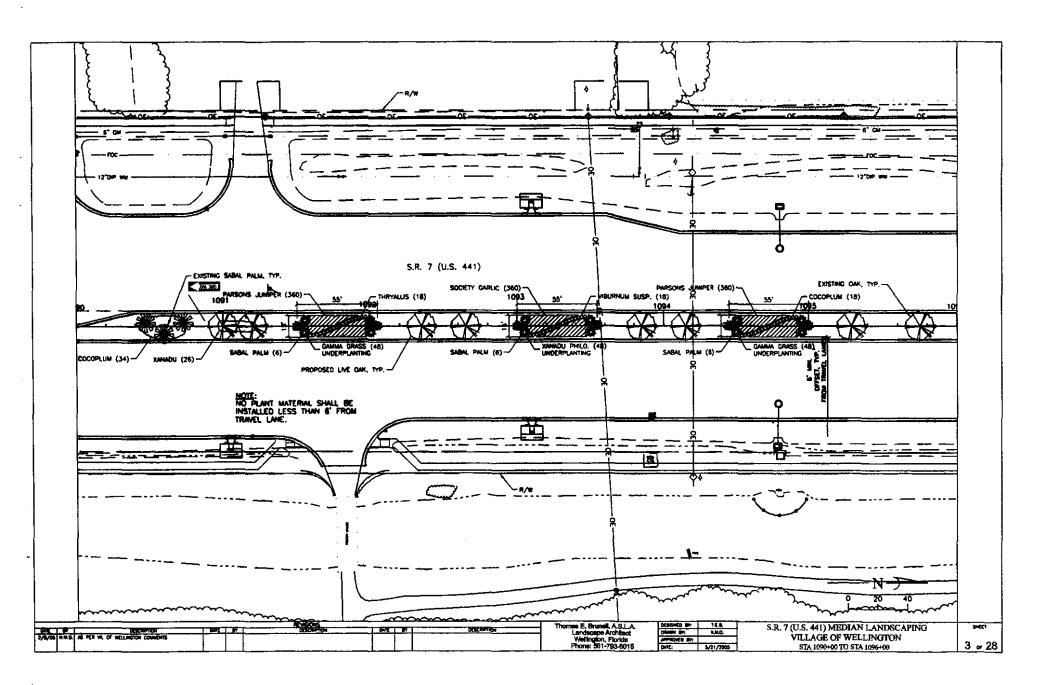
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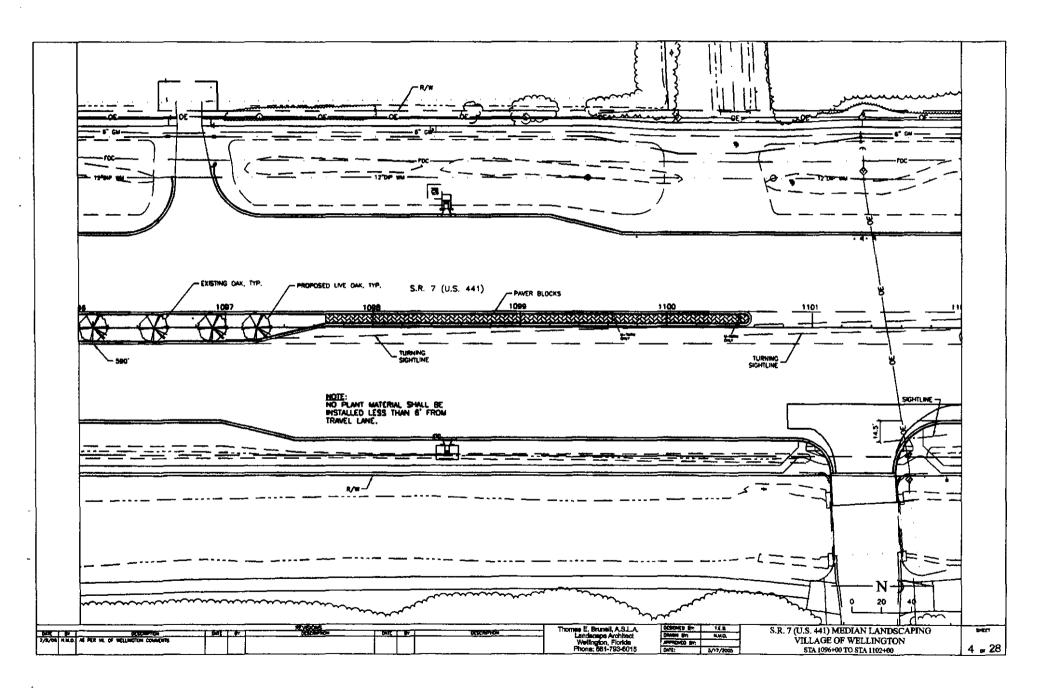
UPON COMPLETION, PROJECT SHALL BE MAINTAINED BY VILLAGE OF WELLINGTON 14000 GREENBRIER BLVD WELLINGTON, FL 33414 CONTACT PRINCE ALEXANDER PHONE (561) 791-4121

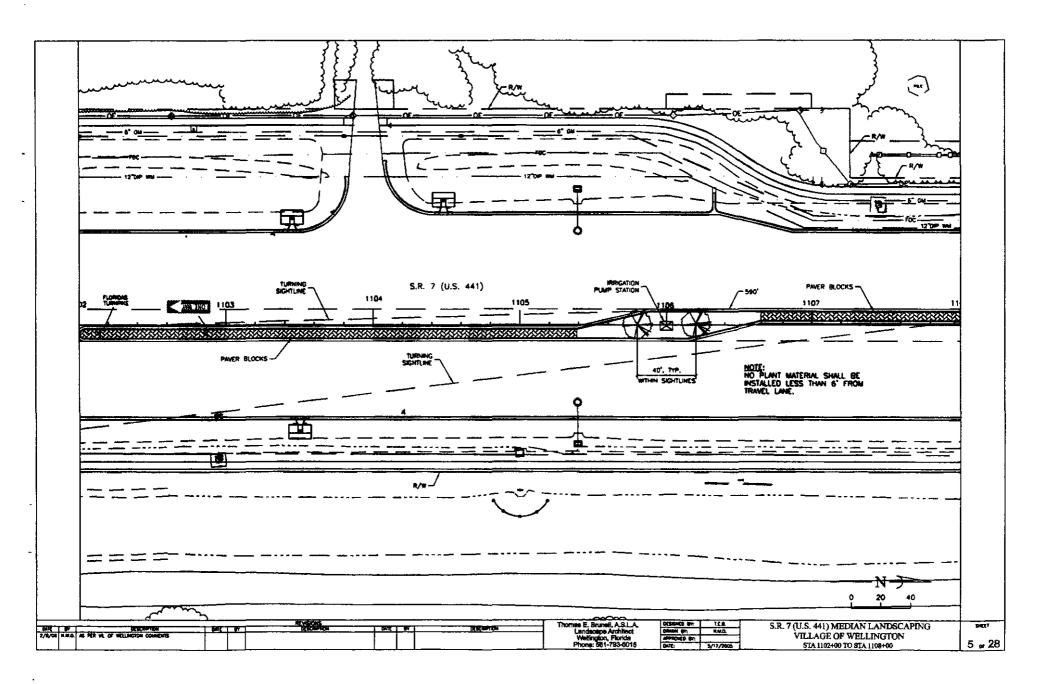
> Thomas E. Brunell, A.S.L.A. Landscape Architect Wellington, Florida Phone: 561-793-6015

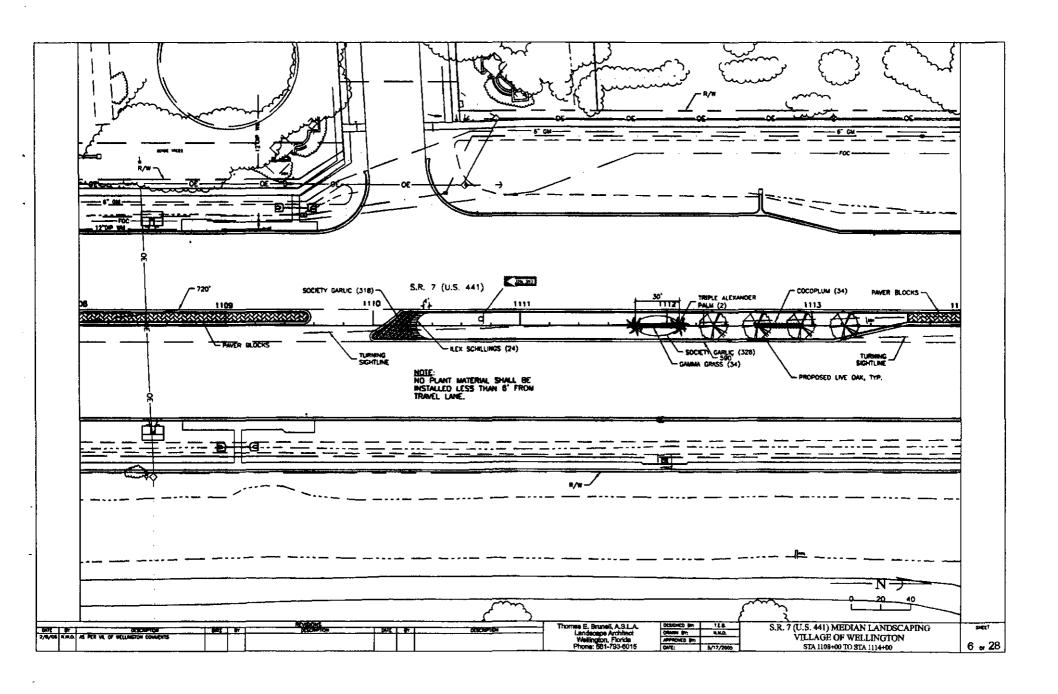
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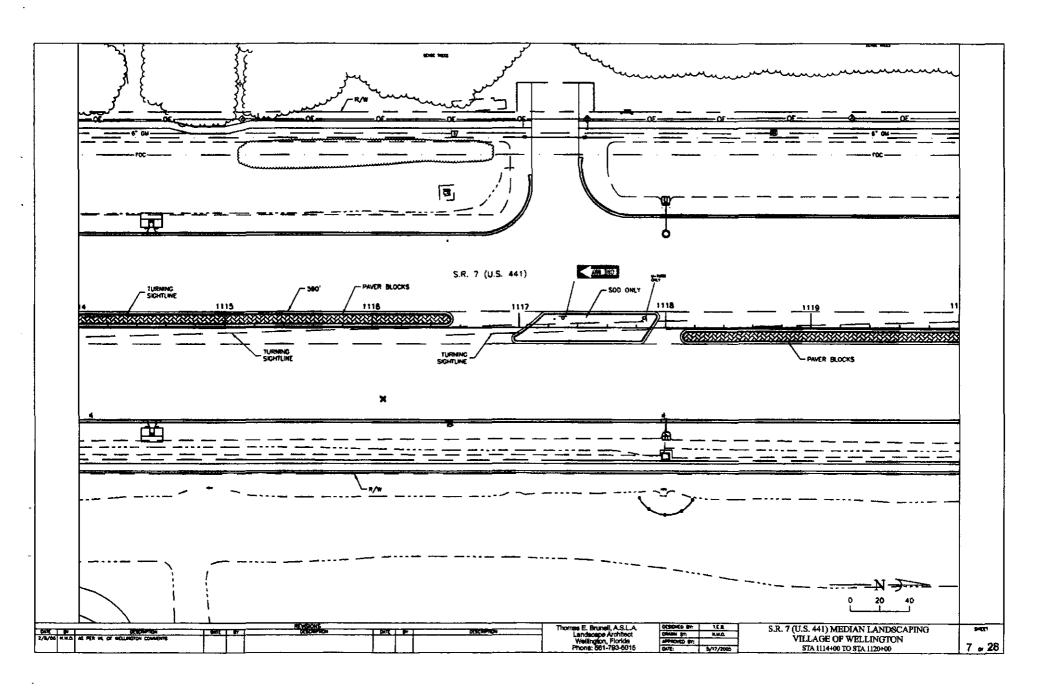


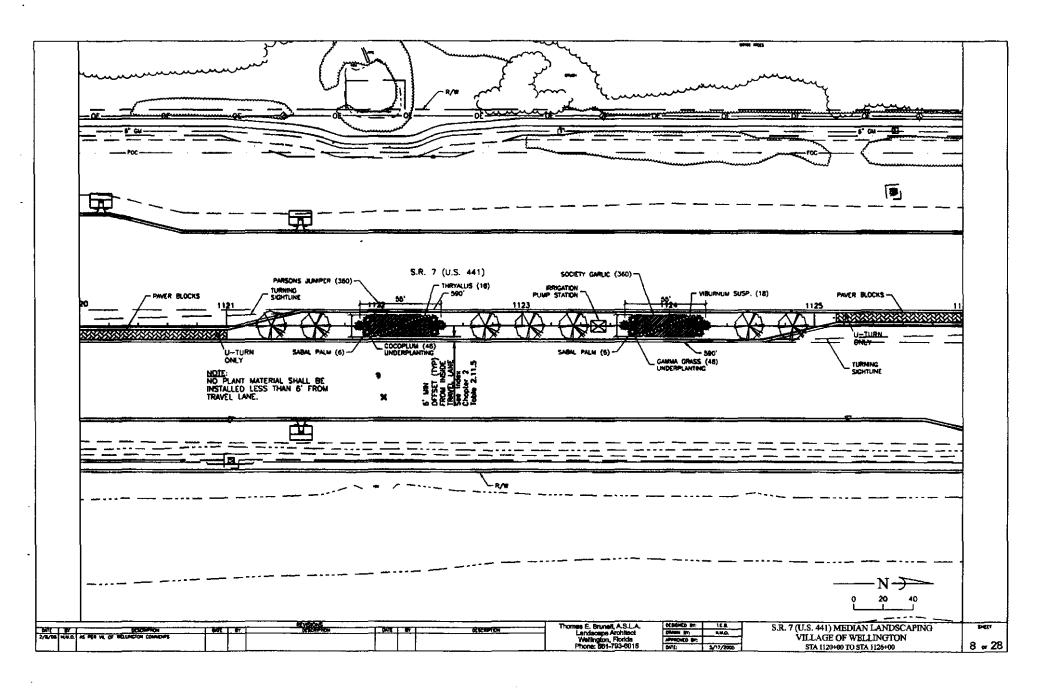


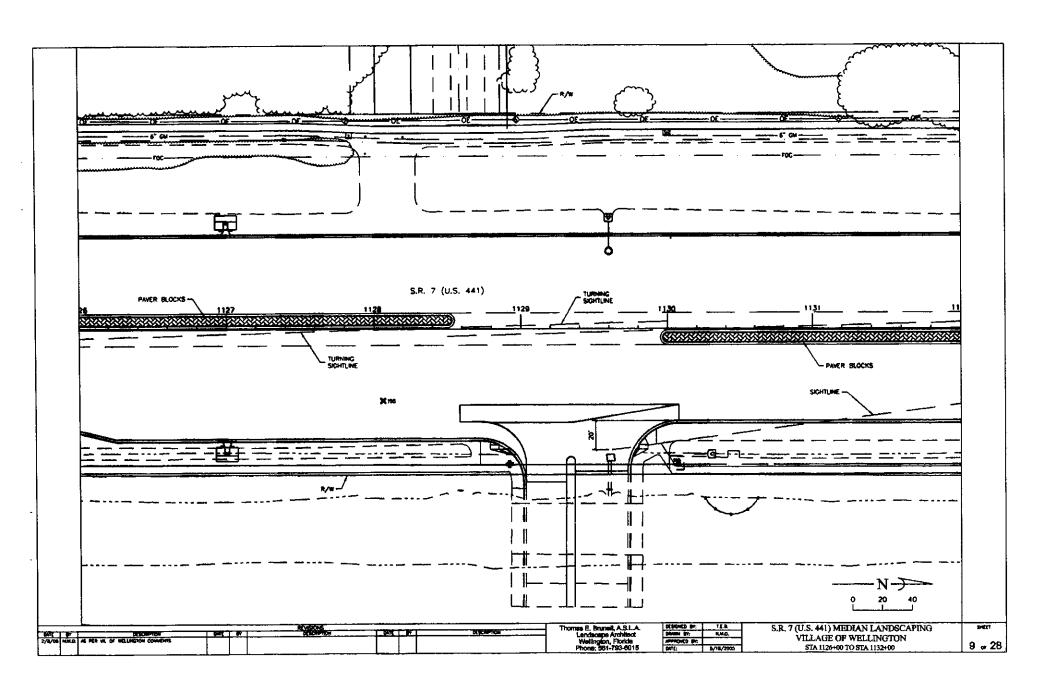


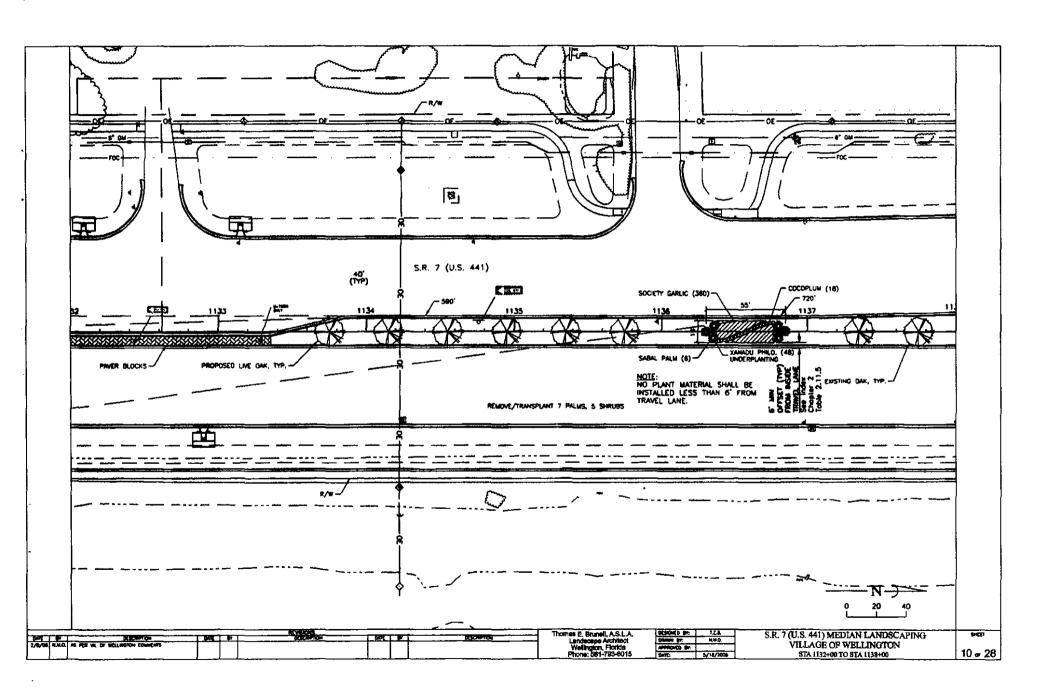


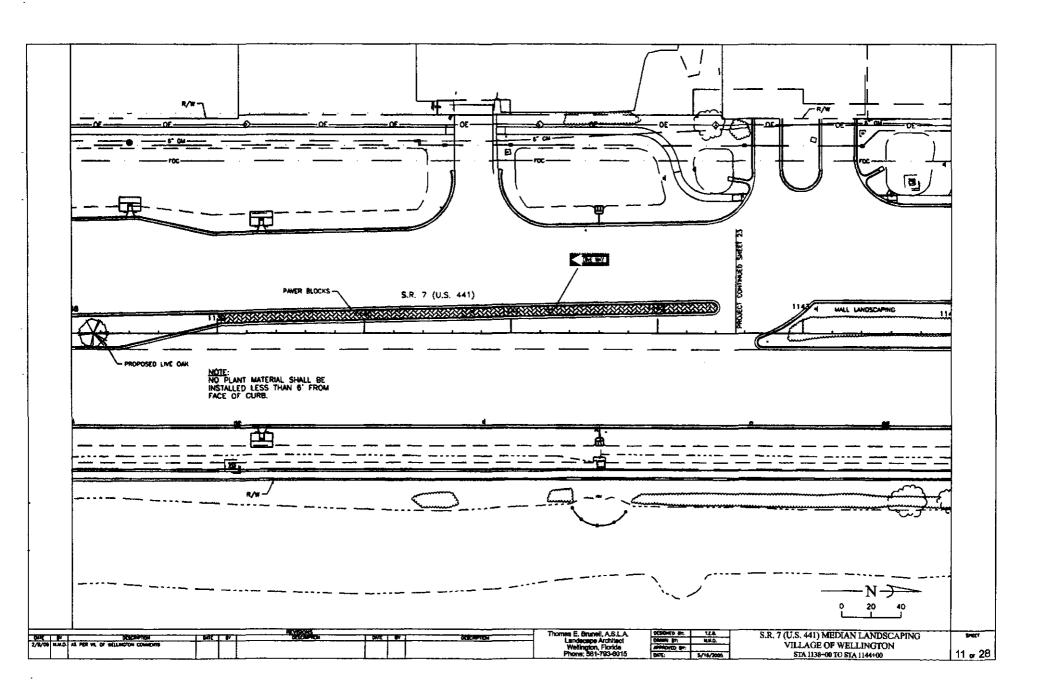


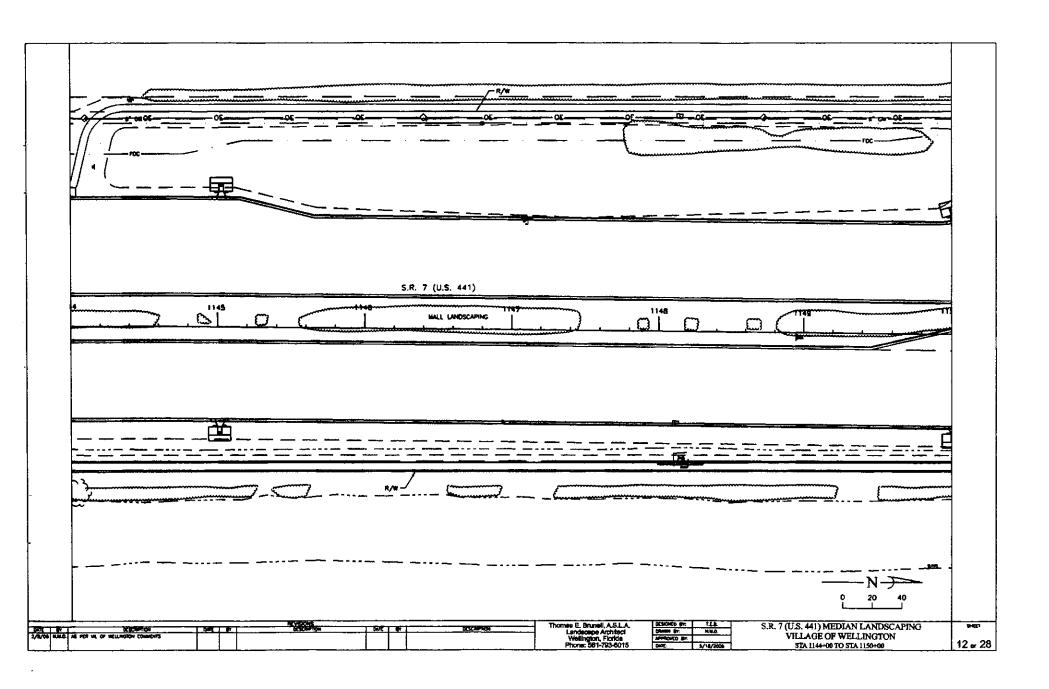


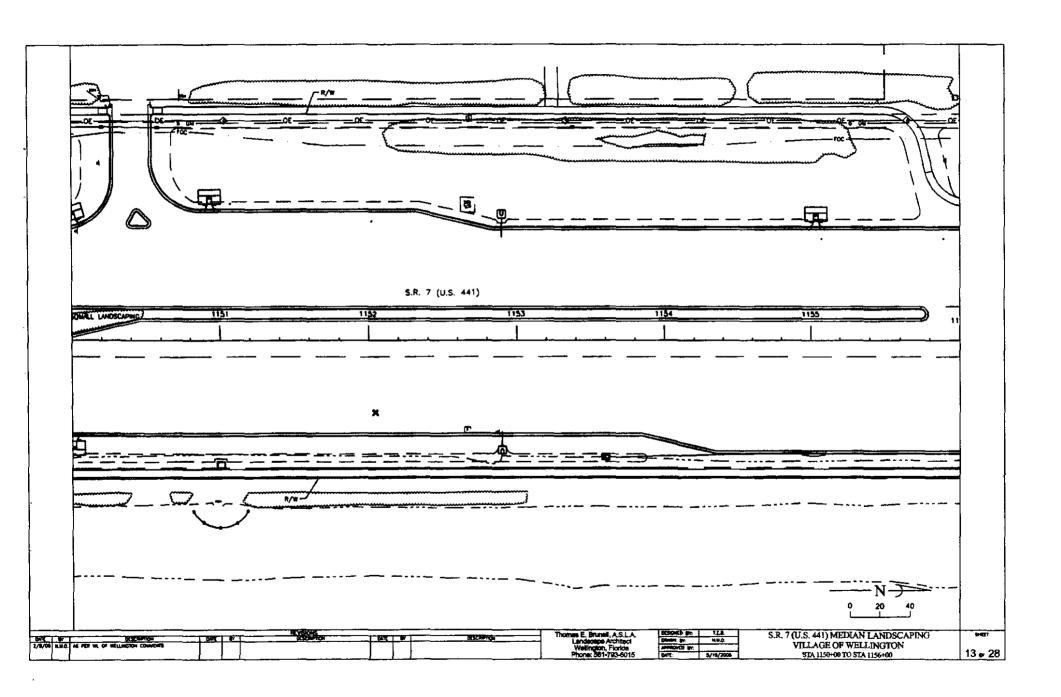


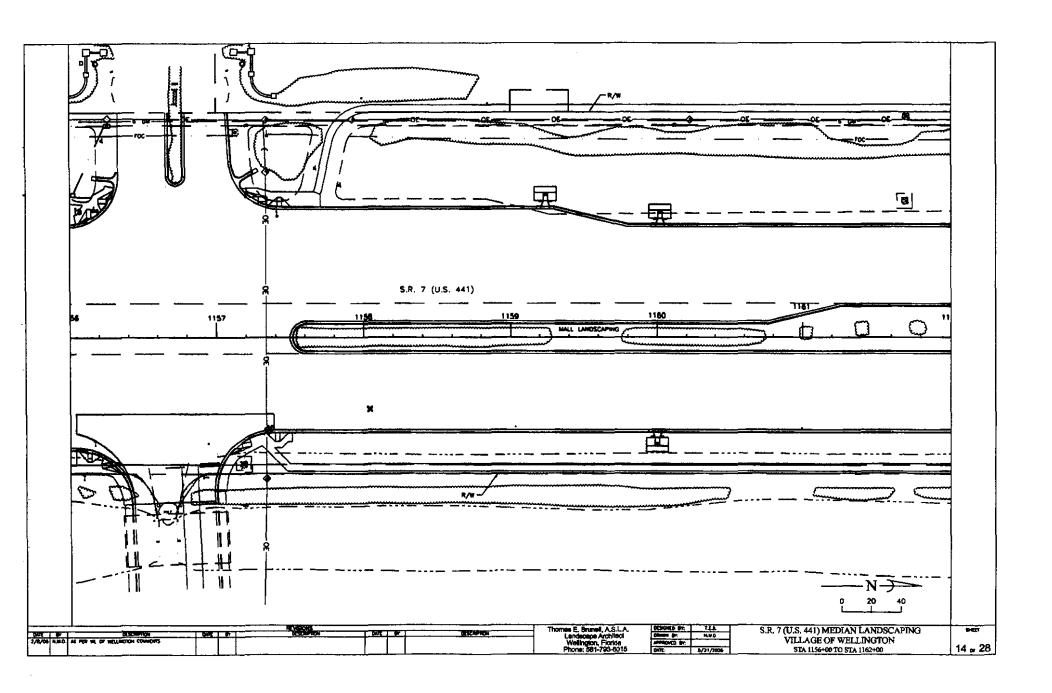


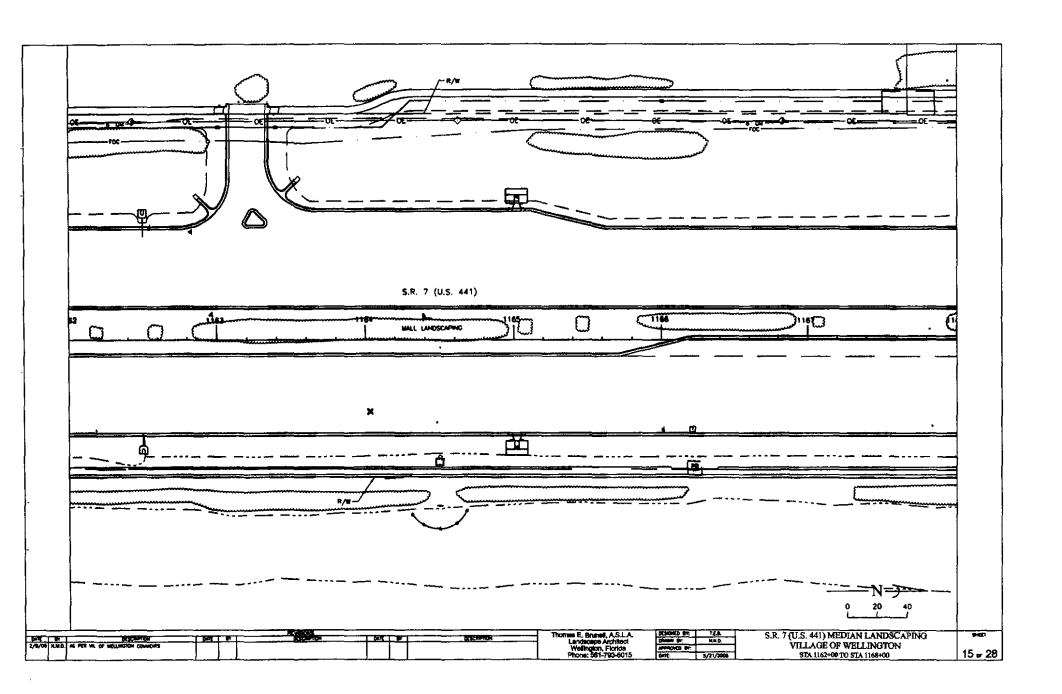


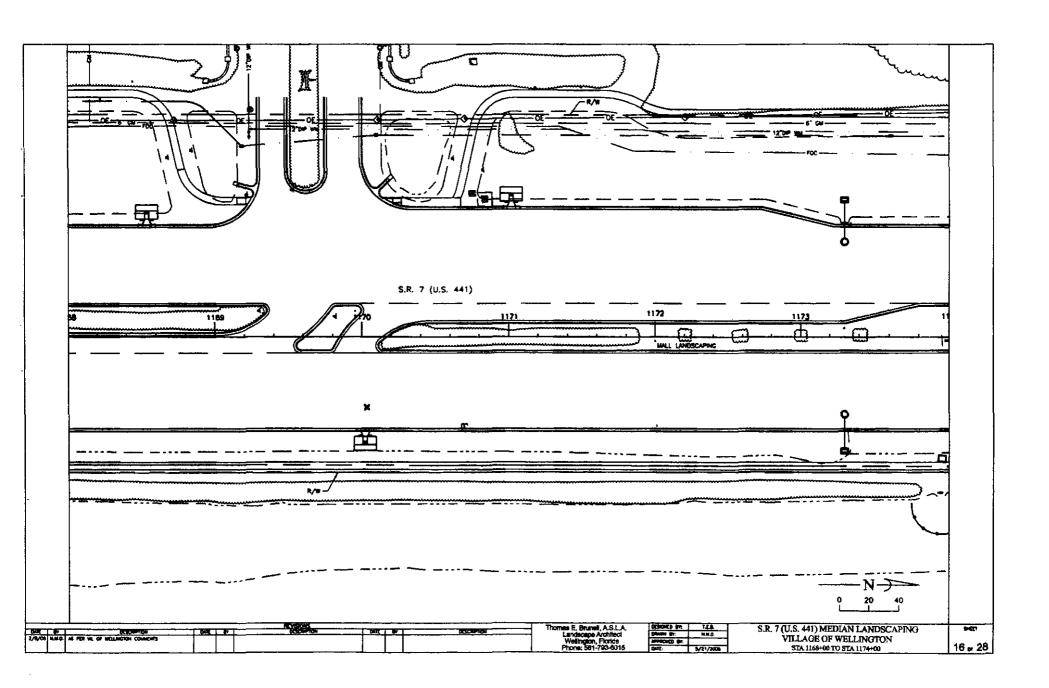


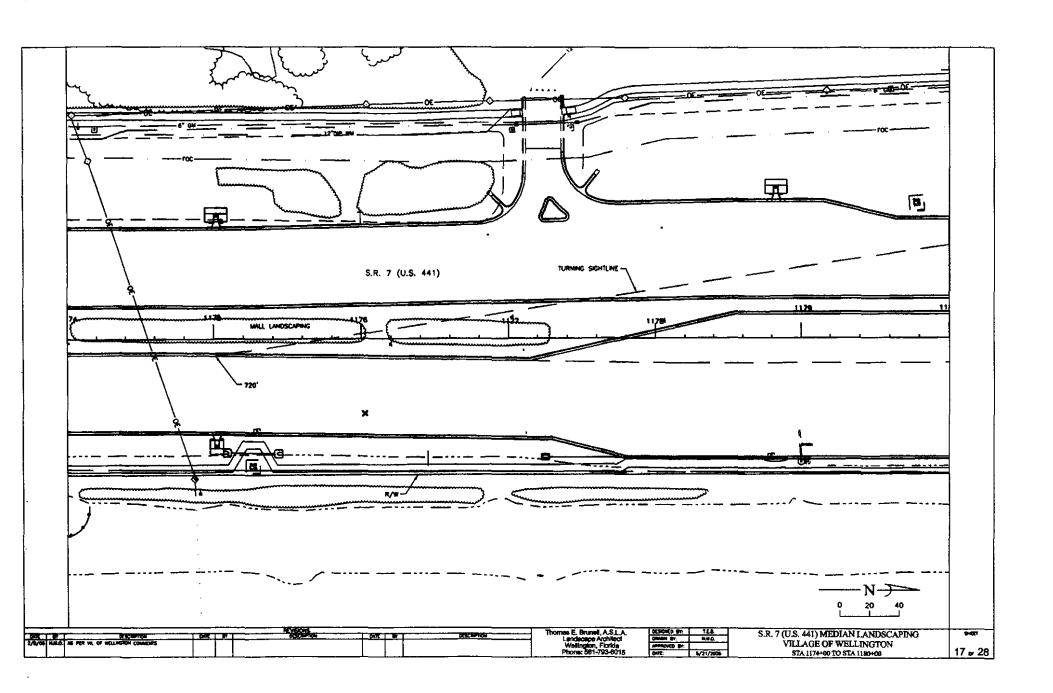


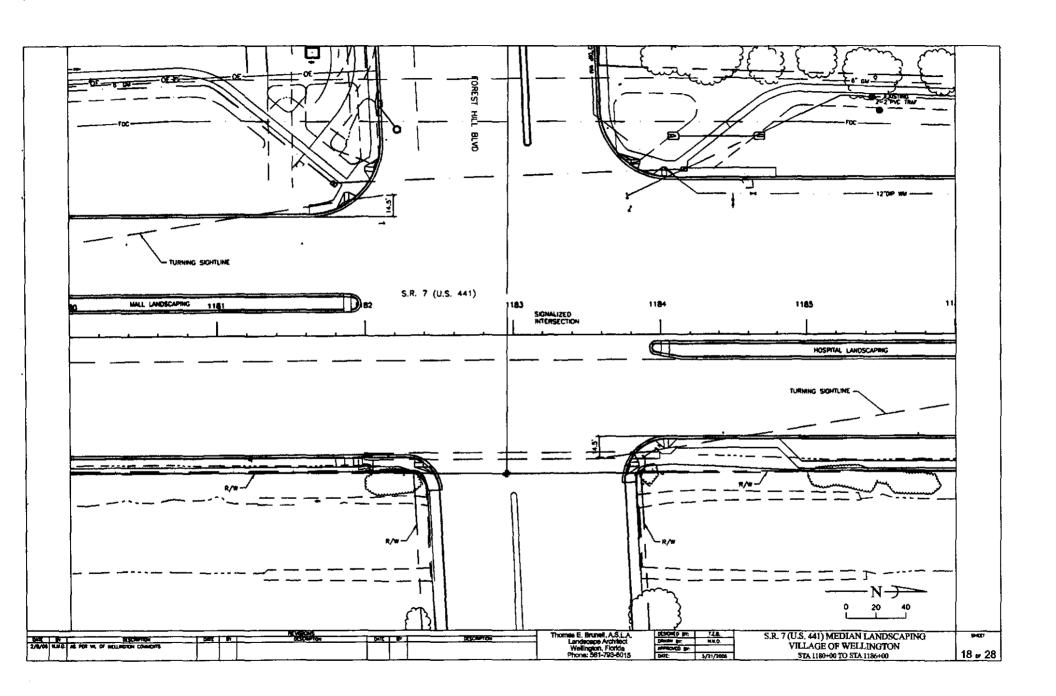


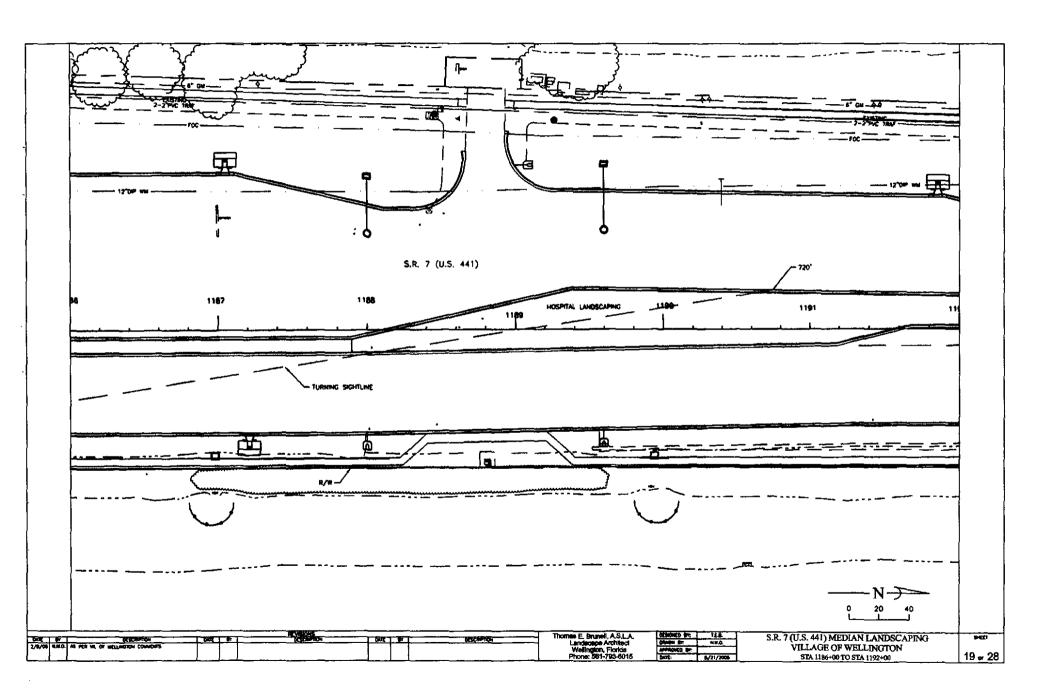


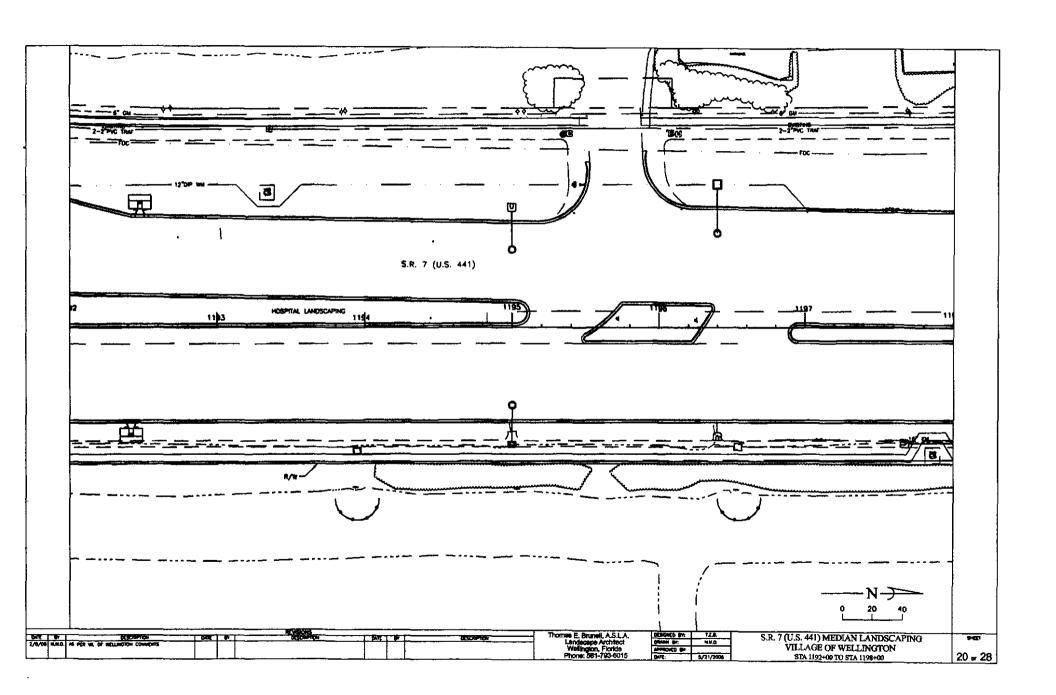


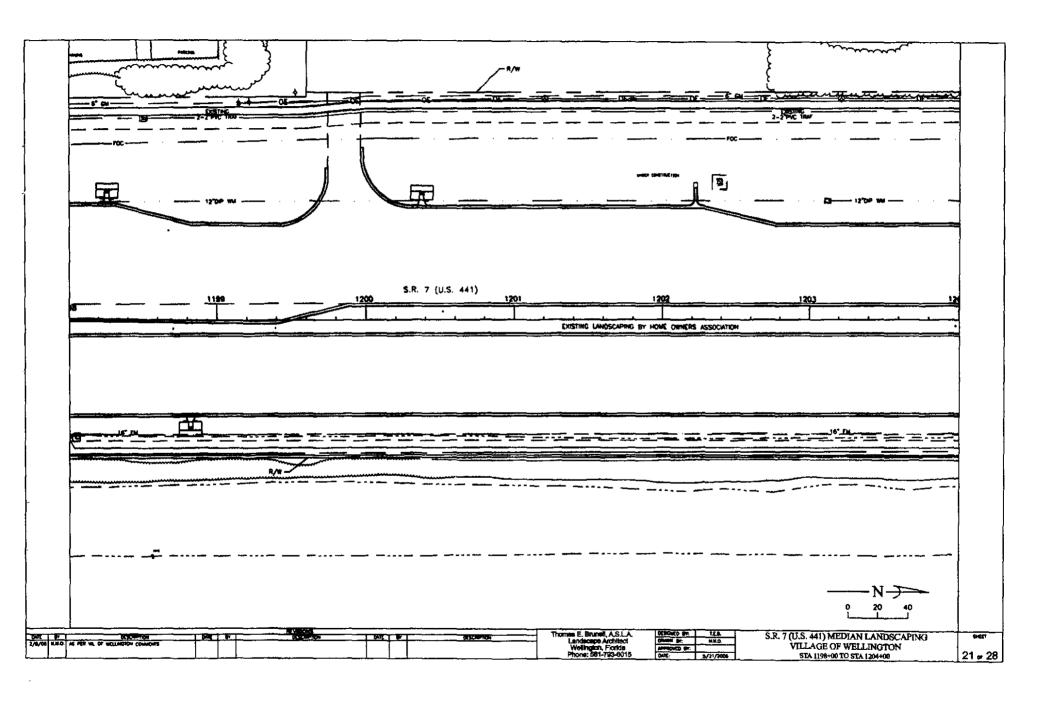


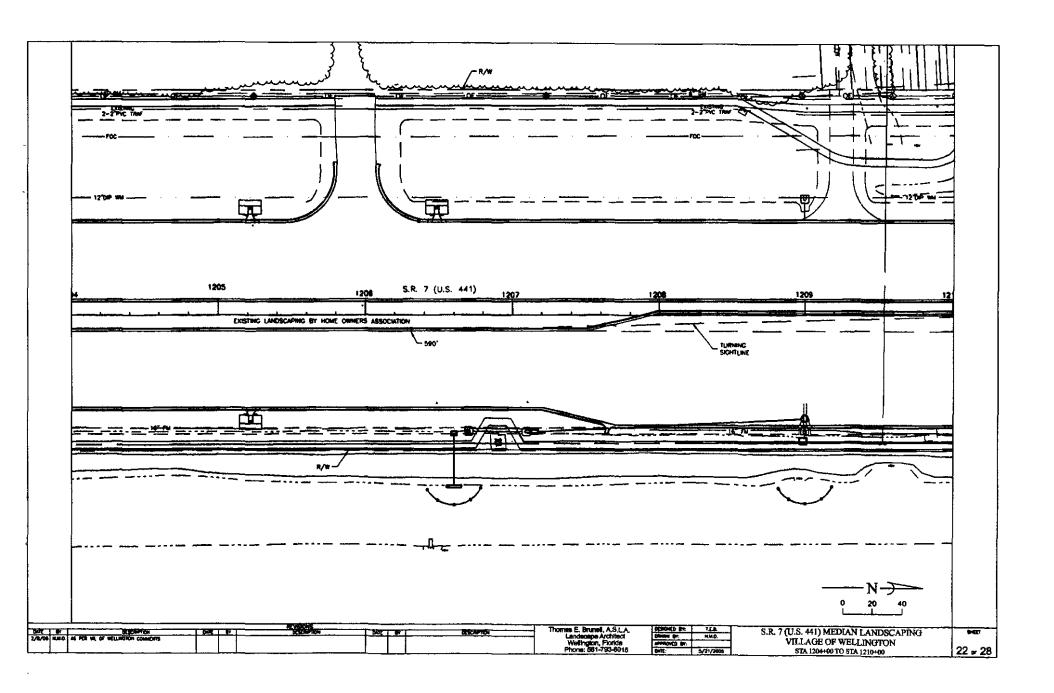


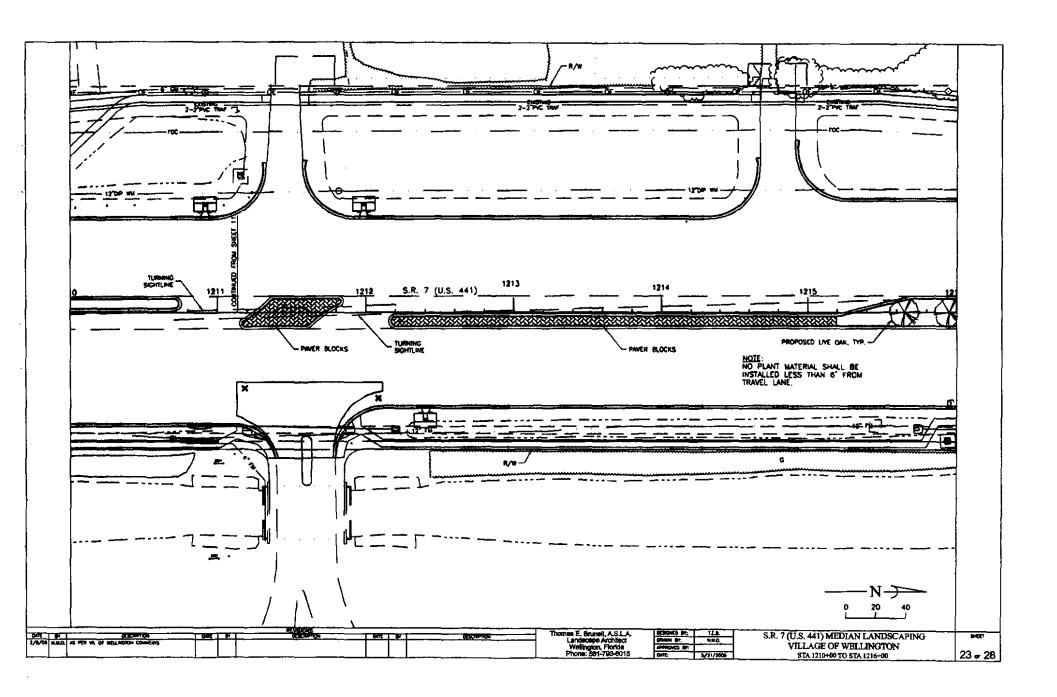


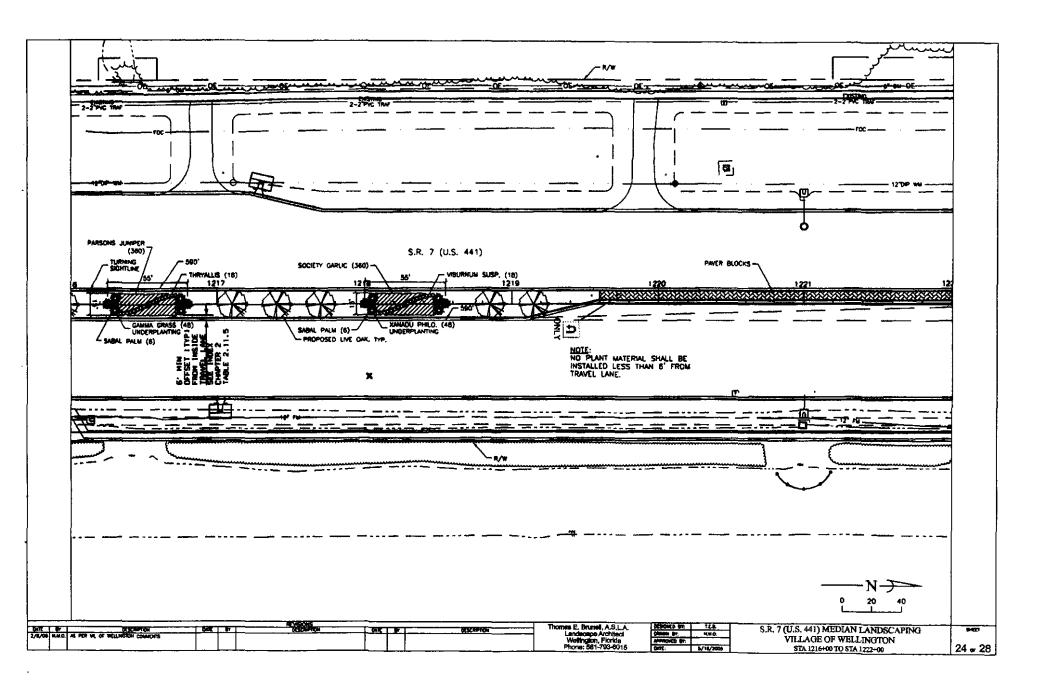


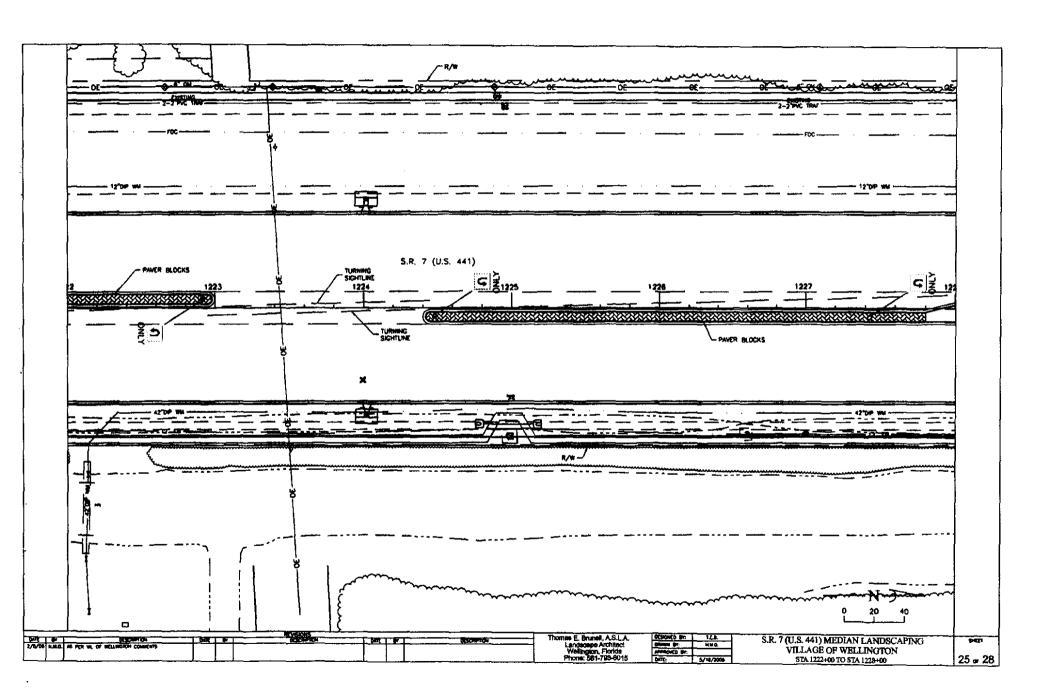


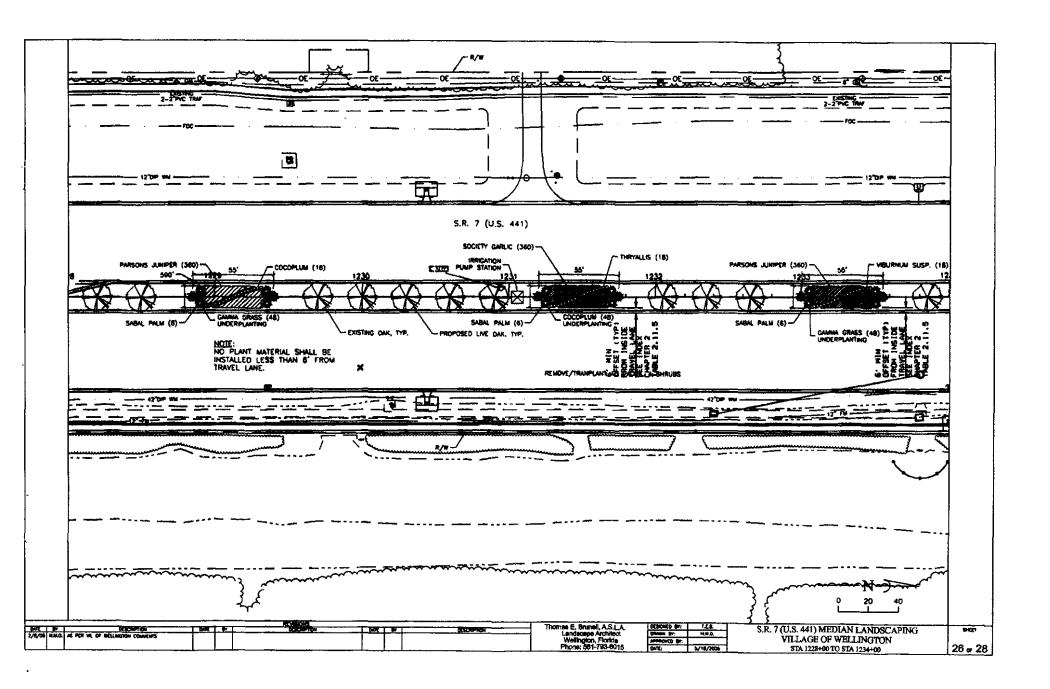


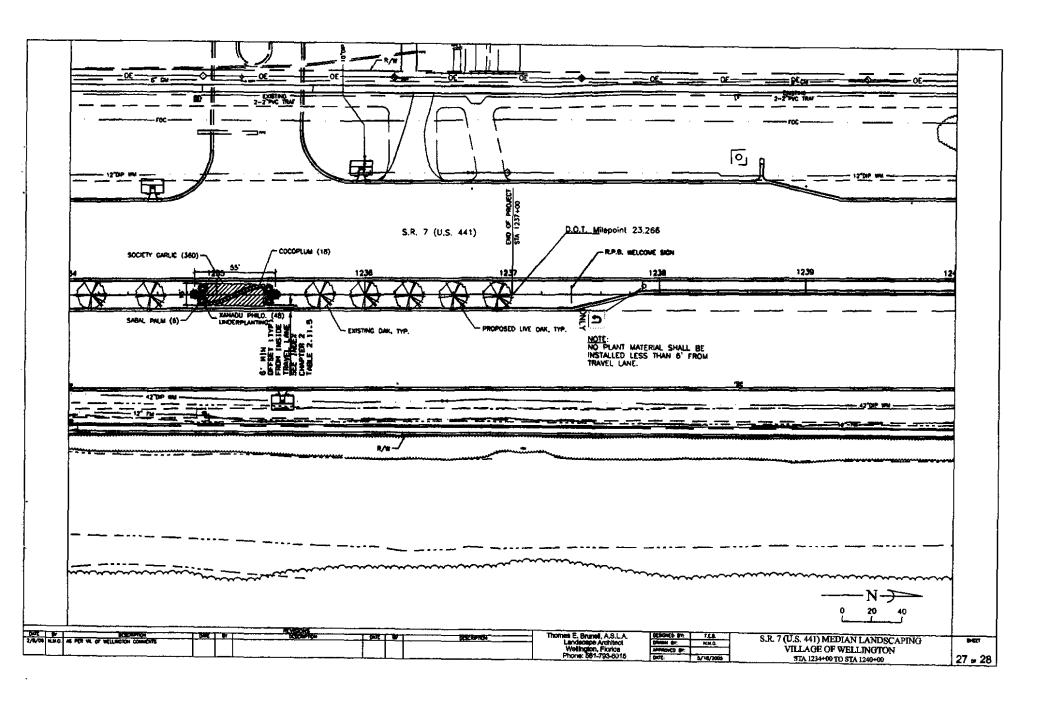












PLANT LIST

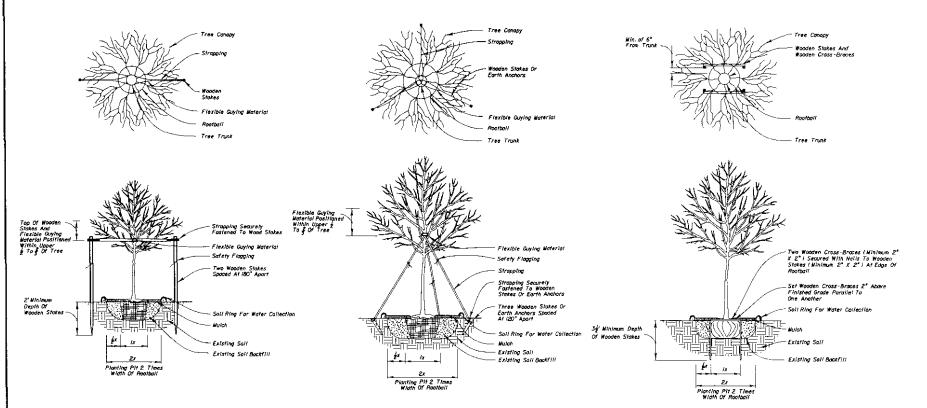
QTY.	NAME	BOTANICAL NAME	DESCRIPTION	NATIVE	DROUGHT TOLRNT	MATURE HGT
	TREES					
2	ALEXANDER PALM	ARCHONTOPHOENIX ALEXANDRAE	14" Ht. TRIPLE,30" O.C.	NO	YE\$	45'
45	LIVE OAK	QUERCUS VIRGINIANA	12' Ht. x 6' Spread	YES	YES	60'
72	SABAL PALM	SABAL PALMETTO	10' HI, 12' Ht. + 14' HI.	YES	YES	70'
	SHRUBS					
236	COCOPLUM	CHRYSOBALANUS ICACO	24"Ht. x 24" Spr., 24"O.C.	YES	MED	8,
322	FLA. GAMMA GRASS	TRIPSACUM FLORIDANA	12"Ht., 18"Spr., 24" O.C.	YES	YES	3'
24	ILEX SHILLINGS	ILEX VOMITORIA 'STOKES DWARF'	18" Ht.,18" Spr., 24" O.C.	NO	YES	8,
2160	PARSON'S JUNIPER	JUNIPERUS CHINENSIS 'PARSONII'	12" Ht., 12" SPR.,12" O.C.	NO	YES	2'
2806	SOCIETY GARLIC	TULBAGHIA VIOLACEA	12" Ht.12" Spr., 12" O.C.	NO	YES	2°
72	THRYALLIS	GALPHIMIA GRACILIS	24" Ht.,24" Spr., 24" O.C.	NO	MED	6'
72	VIBURNUM SUSPENSUM	VIBURNUM SUSPENSUM	24" Ht.,24" Spr., 24" O.C.	NO	NO	8,
218	XANADU PHILODENDRON	PHILODENDRON 'XANADU'	18" Ht.,18" SPR., 18" O.C.	NO	MED	3,

GENERAL NOTES:

- 1. ALL CURBS DEPICTED HERE ARE TYPE D NONMOUNTABLE.
- 2 ALL PROPOSED LANDSCAPING SHALL BE IRRIGATED VIA AN AUTOMATIC SYSTEM.
- 3. ALL INSTALLATION SHALL BE IN ACCORDANCE WITH FDOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 580 LANDSCAPE INSTALLATION, (REV 6-23-03) (FA 6-24-03) (1-04)
- UPON COMPLETION, PROJECT SHALL BE MAINTAINED BY VILLAGE OF WELLINGTON 14000 GREENBRIER BLVD WELLINGTON, FL 33414. CONTACT PRINCE ALEXANDER PHONE (561) 791-4121.
- 5. THE POSTED SPEED FOR THE PROJECT IS 45 MPH. HOWEVER 720' WAS USED FOR INTERSECTION SIGHT LINES AND 590' WAS USED FOR MEDIAN TURN LANE SIGHT LINES, RECONIZING THAT MOTORISTS OFTEN DRIVE FASTER ALONG THIS SECTION.

6. ANY AND ALL EXISTING UTILITIES, WHETHER ABOVE OR BELOW GROUND, SHALL BE LOCATED AND CLEARLY MARKED PRIOR TO THE COMMENCEMENT OF ANY WORK. THERE SHALL BE NO ADJUSTMENTS OF UTILITIES DUE TO CONFLICTS WITH LANDSCAPE PLANTING. THE CONTRACTOR SHALL CONTACT THE ENGINEER OR LANDSCAPE ARCHITECT FOR LANDSCAPE ADJUSTMENT APPROVAL.

	Thomas E. Brunel, ASLA 000000 6t 144 S.R. 7 (U.S. 441) MEDIAN LANDSCAPING Seat
GATE BY STANDAY SALE BY STANDAY SALE BY STANDAY	Landacape Architect (SMAN St.) NU.D. TYPE I A COLOR NUTS I TO TO THE STATE OF THE
2/8/06 NAKO. NE PER VII. OF BELLINGSTON CONNECNS	Welington, Florida Persona en VILLAGE OF WELLINGTON
<u> </u>	Phone: 561-793-8015 Gard 1/21/2006 DETAILS 28 or 28



I" - 3 Caliper Tree Planting

4" and Larger Caliper Tree Planting

Tree Planting With Wooden Stakes

General Notes:

- I. All dimensions 6° and less are exaggerated for Illustrative purposes only.
- 2. Plant containers shall be removed prior to planting. If plants are not container grown, remove a minimum of the top 🕯 of buriap, fabric, or wire mesh.
- 3. Rootballs shall be set I*-2* above finished grade and set plumb to the horizon,
- 4. Boorfill shall be loosened existing soil. Remove rocks, sticks, or other deleterious material greater than !* In any direction prior to bookfilling. Water and famp to remove air pockets. If existing soils contain excessive sand, clay, or other material not conductive to proper plant growth contact Engineer prior to planting.
- 5. Soli rings shall be constructed of existing soli at the outer edge of the planting pit with a height and width of 6°.
- 6. Mulch shall be a 3° deep layer placed to the edge of the trunk flore, around the base of shrub, or solidly around groundcover.
- 7. Strapping shall be minimum I* wide mylon or polypropylene. Guying material in confact with tree shall be soft, piloble, and flexible plastic or rubber, securely fastened to wooden stakes. All wooden stakes or earth anchors shall be located beyond the edge of soil ring and located below finished grade.
- 8. Sabal Palms may be hurricone cut. All other palms must have fronds fied with biodegradable strap. Palm frunks shall have no burn marks, scars, or sonding.
- 9. All dimensions nowlded for wooden traterials are nominal
- 10. When a permanent, subsurface, or drip irrigation system is provided a soliting is not required. Mulch to edge of planting pit.
- II. Commercial tree bracing systems approved by the Engineer may be used in Heu of the tree bracing methods detailed on the Index.



