

Prepared by: RETURN:
City Attorney's Office
200 N.W. 1st Avenue
Delray Beach, Florida 33444

PCN 12-43-46-21-00-001-0080
Address: 701 South Ocean Boulevard, Delray Beach

**HOLD HARMLESS AGREEMENT FOR WORK
PERFORMED WITHIN THE STATE RIGHT-OF-WAY**

THIS HOLD HARMLESS AGREEMENT, is entered into this ____ day of _____, 2022, by and between the **CITY OF DELRAY BEACH, FLORIDA**, a Florida municipal corporation of the State of Florida, whose address is 100 NW 1st Avenue, Delray Beach, Florida 33444 (hereinafter referred to as “**CITY**”) and **701 SOUTH OCEAN LLC** whose address is 41 Southeast 5th Street Suite 200 Boca Raton, Florida 33432 (hereinafter referred to as “**OWNER**”).

W I T N E S S E T H:

WHEREAS, OWNER is the owner of certain real property located on 701 S Ocean Boulevard, Delray Beach, FL, 33483 (“**PROPERTY**”), as more particularly described in Exhibit “A”; and

WHEREAS, OWNER is constructing improvements on the **PROPERTY** which require the installation of utilities and related improvements (“**PROJECT**”); and

WHEREAS, the PROJECT requires work to be completed within State right-of-way located at or near the **PROPERTY**; and

WHEREAS, the CITY is required to sign the permit on behalf of the **OWNER** to allow the installation/construction to take place in the State right-of-way; and

WHEREAS, the CITY is required to indemnify and hold harmless the State for the work performed by **OWNER** in the State right-of-way; and

WHEREAS, this Agreement requires **OWNER** to hold harmless and defend the **CITY** for

the work performed in the State right-of-way by the **OWNER**, its developer, contractor or agent.

NOW, THEREFORE, for the mutual covenants and matters set forth herein, as of the date set forth above, the parties hereby agree as follows:

1. The recitations set forth above are incorporated herein.
2. **OWNER** shall at all times indemnify and hold harmless the **CITY** and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the **CITY** or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the agreement by the **OWNER** or its employees, agents, servants, partners, principals, or subcontractors. **OWNER** shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the **CITY**, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. **OWNER** expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by **OWNER** shall in no way limit the responsibility to indemnify, keep and save harmless, and defend the **CITY** or its officers, employees, agents, and instrumentalities as herein provided the obligations of this section shall survive the term of this Agreement.
3. **OWNER** warrants and guarantees to the **CITY** that all work on the **PROJECT** shall be constructed in accordance with the applicable codes of the City of Delray Beach and the State of Florida. The **OWNER's** warranty and guarantee shall remain in effect for one year from the date of final acceptance. Unremedied defects identified for correction during the warranty/guarantee period but remaining after its expiration shall be considered as part of the obligations of the guarantee and warranty. Defects in the installation or construction of the utility

improvement, which are remedied as a result of obligations of the warranty/guarantee shall subject the remedied portion of the work to an extended warranty/guarantee period of one year after the defect has been remedied. **OWNER** shall deliver this Agreement to its Surety. The Surety shall be bound with and for the **OWNER** in the **OWNER's** faithful observance of the guarantee.

4. **OWNER** shall supervise and direct the installation and construction of the utilities and related improvements, applying such skills and expertise as may be necessary to perform the work in accordance with the approved engineering plans. **OWNER** shall be solely responsible for the means, methods, techniques, sequences and procedures of the construction and installation of the utilities and related improvements.

5. **OWNER** agrees to include the following terms in any contract entered into between **OWNER** and any developer, contractor, or agent selected by **OWNER** to perform any work required by this Agreement: (i) The contractor agrees to protect, defend, indemnify, and hold harmless the City of Delray Beach, its officers, employees, and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges, and other expenses or liabilities of every kind, including court costs, reasonable attorney's fees, at both the trial and appellate levels in connection with or arising directly out of the work agreed to be performed herein, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of contractor, its employees, servants, agents, and subcontractors. Without limiting the foregoing, any and all such claims, suits, etc., relating to personal injury, death, damage to property, defects in materials or workmanship, actual or alleged infringement of any patent, trademark, copyright or of any other tangible or intangible personal or property right, or any actual or alleged violation of any applicable statute, ordinance, administrative order, rule or regulation or decree of any court, is included in the indemnity. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend any such claims, etc., at his sole expense and agrees to bear all other costs

and expenses related thereto, even if the claim(s) is groundless, false, or fraudulent, and (ii) The parties recognize that various provisions of this Agreement, including but not necessarily limited to this Section, provide for indemnification by the contractor and that Section 725.06, Florida Statutes, requires a specific consideration be given thereof. The parties therefore agree that the sum of Ten Dollars and 00/100 (\$10.00), receipt of which is hereby acknowledged, is the specific consideration for such indemnities, and the providing of such indemnities is deemed to be part of the specifications with respect to the services to be provided by contractor. Furthermore, the parties understand and agree that the covenants and representations relating to this indemnification provision shall survive the term of this Agreement and continue in full force and effect as to the party's responsibility to indemnify.

6. Any claims, lawsuits or disputes that may arise under this Agreement shall be governed by the Laws of Florida, with venue in Palm Beach County, Florida.

7. This Agreement constitutes the entire agreement and understanding of the parties, as it pertains to the installation or maintenance of the utilities and related improvements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Agreement must be in writing and executed by both parties.

8. **OWNER**, its developer, contractor, or agent shall maintain worker's compensation insurance in an amount required by law and general liability insurance in the amount of one million dollars (\$1,000,000.00) governing bodily injury and property damage in standard form, insuring **CITY** and the State as additional named insureds. **OWNER** its developer, contractor, or agent shall provide this information to the **CITY** on a Certificate of Insurance, that is acceptable to the **CITY**, prior to commencing installation or construction.

9. The **CITY** hereby reserves the right to enforce this Agreement by pursuing any and all remedies provided by law or in equity. All of the remedies available to the **CITY** shall be

cumulative, and the **CITY'S** election to pursue any remedy shall not preclude the **CITY** for then or later pursuing any one or more other remedies.

10. **OWNER** shall be bound by all the terms and conditions found in the Permit Agreement between the **CITY** and the State for this project and attached hereto as Exhibit "B".

11. This agreement shall not be valid unless signed by the City's Mayor and City Clerk.

12. Any notice or communication under this Agreement shall be in writing and may be given by registered or certified mail. If given by registered or certified mail, the notice or communication shall be deemed to have been given and received when deposited in the United States Mail, properly addressed, with postage prepaid. If given otherwise, then by registered or certified mail, it should be deemed to have been given when delivered to and received by the party to whom it is addressed. The notices and communication shall be given to the particular parties at the following addresses:

City: City Manager
City of Delray Beach
100 N.W. 1st Avenue
Delray Beach, Florida 33444

Owner: 701 South Ocean LLC
41 Southeast 5th Street, Suite 200
Boca Raton, Florida 33432-5558

Either party may at any time by giving ten (10) days written notice designate any other person or entity or any other address in substitution of the foregoing to which the notice or communication shall be given.

IN WITNESS WHEREOF, the City and the Owner executed this Agreement as of the day and year first above written.

ATTEST:

CITY OF DELRAY BEACH

Katerri Johnson, City Clerk

By: Shelly Petrolia, Mayor

Approved as to form and legal sufficiency:

Lynn Gelin, City Attorney

WITNESSES:

MARK TIMOTHY, INC. AS MANAGER
OF 701 SOUTH OCEAN, LLC

Signature
Leslie Anne Romero Beck
Print Name

By: George Bariso
Name: George Bariso

Signature
Elizabeth Goldberg
Print Name

Its: Manager

Date: 12/8/2022

STATE OF FLORIDA

COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this 8 day of Dec, 2022, by George Bariso (name of person), as Manager (type of authority) for Mark Timothy, Inc., as Manager of 701 South Ocean, LLC (name of party on behalf of whom instrument was executed).

Personally known ☒ OR Produced Identification
Type of Identification Produced

Notary Public - State of Florida



Elizabeth Goldberg
Comm. #HH081607
Expires: April 26, 2025
Bonded Thru Aaron Notary

Attachment A
Legal Description

Legal Description

A Tract of Land in Section 21, Township 46 South, Range 43 East, Palm Beach County, Florida, more particularly described as follows:

All that part of the South 120 feet of the North 1,055 feet of said Section 21, which is bounded on the West by the Easterly boundary line of the right of way of State Road No. 140, known as State Road A-1-A, and on the East by the water of the Atlantic Ocean

Attachment B
FDOT Utility Permit

UTILITY PERMIT

PERMIT NO: _____

STATE ROAD INFORMATION

County:	Section:	State Road No:	Beginning Mile Post:	Ending Mile Post:
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APPLICANT INFORMATION

The Utility Agency Owner (UAO) shall be identified in this Applicant Information Box. When the UAO is a City or County and desires to have the Utility Builder make a joint permit applicant, as prescribed in Section 2.1(4) of the 2017 Utility Accommodation Manual (UAM), the Utility Builder shall also be identified in this Applicant Information Box. A Utility Builder alone cannot apply for a utility permit without the City or County adding them as a joint applicant.

Utility Agency/Owner (UAO)

Name: City of Delray Beach
Contact Person: City of Delray Beach
Address: 100 NW First Ave
City: Delray Beach
State: FL
Zip: 33444
Telephone: (561) 243-7312 ext. _____
Email: hadjimiryh@mydelraybeach.com

Utility Builder (only applicable when the UAO is a City or County)

Name: Johnson Davis Incorporated
Contact Person: Wm. Clark C. Cryer
Address: 604 Hillbrath Dr.
City: Lantana
State: FL
Zip: 33462
Telephone: (561) 718-4531 ext. _____
Email: ccryer@johnsondavis.com

WORK DESCRIPTION

The Applicant(s) requests permission from the Florida Department of Transportation (FDOT) to construct, operate, and maintain the utilities as described below and as depicted in the incorporated documentation.

The existing 1-1/2" galvanized steel water service at 710 South Ocean Boulevard, Delray Beach Florida is not of a sufficient size to support the home development and fire suppression system. Mark Timothy, Inc. has requested that Johnson-Davis inc. provide construction services for the installation of a 2" polyethylene (PE) water service and abandonment of the existing 1-1/2" service. The majority of the time will be outside of 15' off the edge of pavement, however some investigation work might be within the 2'-15' clear zone threshold.

Utility Work No: _____

Additional sheets are attached and are incorporated into this permit Yes ☒ No ☐

For FDEP certification, the FDOT agency report is attached in accordance with UAM Section 2.4.1 (13) Yes ☐ No ☒

TRAFFIC CONTROL (TCP)

☒ The TCP will comply with the following 600 series index(es) 602

☒ A TCP has been attached and incorporated into this permit application in compliance with UAM Section 2.4.2.

MOT Technician's contact information (may be supplied at the two (2) business day notification to FDOT):

Name: Wm. Clark C. Cryer Telephone (561) 718 - 4531 Email: ccryer@johnsondavis.com

COMMENCEMENT OF WORK

The UAO and/or Utility Builder shall commence actual construction in good faith within sixty (60) calendar days after approval of the permit application. If the beginning date is more than sixty (60) calendar days from the date of approval, the UAO and/or Utility Builder must review the permit with the FDOT Approving Engineer listed to make sure no changes have occurred to the transportation facility that would affect the permit's continued approval. The UAO and/or Utility Builder shall make good faith efforts to expedite the work and complete the work within the calendar days indicated.

Anticipated Start Date: 06 / 27 / 2022 Depending upon permitting approval from FDOT and the City of Delray Beach

Calendar days needed to completed: 15

UTILITY PERMIT**PERMIT NO:** _____**APPLICANT SIGNATURE**

By the below signature(s) the UAO and/or Utility Builder agree(s) to construct, operate, and maintain the work as noted in the above Work Description, shown in plans and incorporated documents, in compliance with the UAM, all instructions noted in the FDOT Special Instructions Box, and special instructions incorporated into this permit. The UAO and/or Utility Builder declares, the location of all existing utilities that it owns or has an interest in, both aerial and underground, are accurately shown on the plans of the work areas. In accordance with UAM Section 2.8, the UAO and/or Utility Builder further declares that a letter of notification was delivered to the owners of other facilities within the work areas and that those listed below are the only facility owners known to be involved or potentially impacted by the proposed work.

Date Notified:

Name of other facility owners (attach additional sheets if necessary).

____/____/____

____/____/____

____/____/____

____/____/____

____/____/____

Utility Agency/Owner

Utility Builder (when applicable)

Signature: _____ Date: ____/____/____

Signature:  Date: 5 / 18 / 2022

Name (printed): _____

Name (printed): Wm. Clark C. Cryer

Title: _____

Title: Estimating Manager**FDOT PROJECT INFORMATION**

Pursuant to UAM Section 2.1(10), the utility work is within FDOT projects listed below and must have a Utility Work Schedule for each project approved prior to commencement of work within the FDOT project limits:

FDOT SPECIAL INSTRUCTIONS

In accordance with UAM Section 2.7, FDOT incorporates the below and attached special instructions into this permit.

Additional FDOT Special Instructions are attached and incorporated into this permit. Yes ☐ No ☐

PERMIT APPROVAL

By signature below, FDOT gives permission to the UAO and/or Utility Builder to construct, operate, and maintain the utilities indicated in this Utility Permit in compliance with the UAM, all incorporated documents, and special instructions. Any changes to the approved work must be approved by the FDOT's Approving Engineer and attached and incorporated into this permit in accordance with UAM Section 2.11.

Approving Engineer: _____ Date: ____/____/____

Name: _____

Title: _____

Notification of Utility Work to be provided to: Telephone (____) _____-_____ or Email: _____

An FDOT Representative is required to be present on the worksite prior to commencement of work. Yes ☐ No ☐

Rep. Name: _____ Telephone (____) _____-_____ Email: _____

**Attachment C
Design Plan**

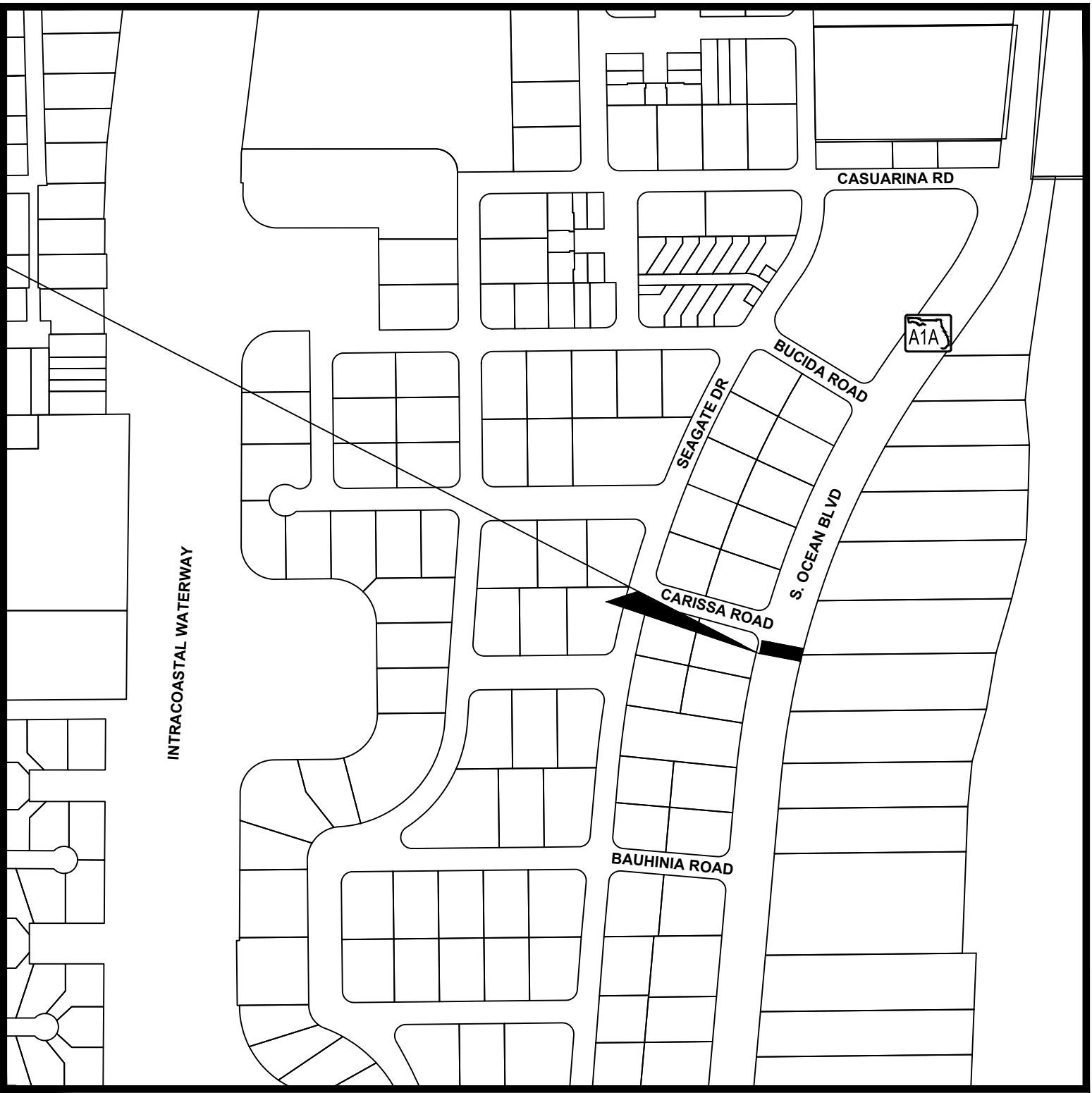
701 S OCEAN BOULEVARD WATER SERVICE

DELRAY BEACH, FL 33483

PERMIT SET

DATE OF ISSUE: 10/10/2022

PROJECT
LOCATION



SECTION __, TOWNSHIP __, RANGE __
LOCATION MAP

N.T.S

Sunshine811

Call 811 or www.sunshine811.com two full business days before digging to have utilities located and marked.

Check positive response codes before you dig!

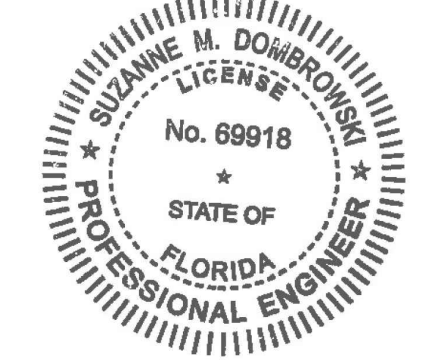
INDEX OF DRAWINGS

SHT #	DWG #	SHEET TITLE
1	COV-1	COVER
2	GN-1	GENERAL NOTES
3	WM-1	WATER MAIN PLAN
4-5	DET-1 - DET-2	DETAILS

cma
chen moore and associates

500 Australian Avenue South
Suite 850
West Palm Beach, FL 33401
561.746.6900
www.chenmoore.com

REGISTRATION
SUZANNE M. DOMBROWSKI, PE
REGISTRATION NO. 69918
DATE: 10/10/2022



PROJECT NUMBER
22-0438.00005

CLIENT PROJECT NUMBER

DRAWING NUMBER
COV-1

1 OF 5

GENERAL

1. DISCREPANCIES IF ANY, SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER/ENGINEER BEFORE WORK COMMENCES.
2. FIELD CHANGES OR DEVIATIONS FROM THE DESIGN SHALL NOT BE MADE WITHOUT PRIOR APPROVAL OF THE OWNER/ENGINEER.
3. CONSTRUCTION SHALL BE IN ACCORDANCE WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (LATEST EDITION).
4. THE CONTRACTOR SHALL PROVIDE FOR ALL REQUIRED CLEARING AND GRUBBING. RUBBLE, DEBRIS AND OTHER UNUSABLE OR UNSUITABLE MATERIAL SHALL BE REMOVED AND PROPERLY DISPOSED OF AT THE CONTRACTOR'S EXPENSE.
5. WORK SHALL COMPLY WITH THE STATE OF FLORIDA "TRENCH SAFETY ACT" OF OCTOBER 1, 1990 OR LATER.
6. SHOP DRAWINGS FOR ALL CONSTRUCTION MATERIALS SHALL BE SUBMITTED TO THE OWNER/ENGINEER FOR REVIEW AND APPROVAL BEFORE STARTING WORK.
7. THE CONTRACTOR SHALL FULLY RESTORE/REPLACE ALL EXISTING PAVEMENTS, DRIVEWAYS, SIDEWALKS, MAILBOXES, SOD, LANDSCAPING, IRRIGATION, LIGHTING, CONDUIT, CABLE, WATER SERVICES, ETC., AFFECTED BY THE WORK.
8. THE CONTRACTOR SHALL PROVIDE VERTICAL AND HORIZONTAL AS-BUILT LOCATION INFORMATION SIGNED AND SEALED BY A LICENSED FLORIDA PROFESSIONAL LAND SURVEYOR FOR ALL PIPES ENCOUNTERED DURING CONSTRUCTION THAT ARE TO REMAIN.
9. THE LOCATION AND SIZE OF ALL EXISTING UTILITIES SHOWN ON THE PLAN ARE APPROXIMATE. ADDITIONAL UTILITIES MAY EXIST WHICH ARE NOT SHOWN ON THE PLANS. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE EXACT LOCATION OF ALL EXISTING UTILITIES. THE CONTRACTOR SHALL VERIFY ALL UTILITIES BY ELECTRONICS METHOD AND BY HAND EXCAVATION IN COORDINATION WITH ALL UTILITY COMPANIES PRIOR TO BEGINNING ANY CONSTRUCTION OPERATION. THE EXACT LOCATION SHALL BE DETERMINED BY THE CONTRACTOR DURING CONSTRUCTION AND THE LOCATIONS AND ELEVATIONS OF EXPOSED FEATURES SHALL BE CAREFULLY NOTED ON THE PROJECT RECORD "AS-BUILT" DRAWINGS. ANY AND ALL CONFLICT OF EXISTING UTILITIES WITH PROPOSED IMPROVEMENTS MUST BE RESOLVED BY THE CONTRACTOR IN AN APPROVED MANNER AND APPROVED BY EOR AND SUA.
10. 48 HOURS PRIOR TO DIGGING, CONTRACTOR SHALL COORDINATE WITH ALL UNDERGROUND SERVICE COMPANIES TO VERIFY THE LOCATION OF THEIR FACILITIES. ADDITIONALLY, CONTRACTOR SHALL CONTACT SUNSHINE STATE ONE CALL OF FLORIDA, INC. AT 1-800-432-4770, PRIOR TO DIGGING.
11. THE INFORMATION PROVIDED IN THESE PLANS IS TO ASSIST THE CONTRACTOR IN ASSESSING THE NATURE AND EXTENT OF THE CONDITIONS WHICH MAY BE ENCOUNTERED DURING THE COURSE OF THE WORK. ALL CONTRACTORS ARE DIRECTED, PRIOR TO BIDDING, TO CONDUCT ANY INVESTIGATIONS THEY DEEM NECESSARY TO ARRIVE AT THEIR OWN CONCLUSIONS REGARDING THE ACTUAL CONDITIONS THAT WILL BE ENCOUNTERED, AND UPON WHICH THEIR BIDS WILL BE BASED.
12. THE CONTRACTOR IS ADVISED TO USE EXTREME CAUTION WHEN CONSTRUCTION IS NEAR OR AROUND ANY ELECTRICAL FACILITIES.
13. THE CONTRACTOR SHALL COORDINATE THE UTILITIES TO ARRANGE RELOCATION AND TEMPORARY SUPPORT OF UTILITY FEATURES, ETC., AS NECESSARY TO COMPLETE THE WORK. ANY COST INVOLVED IS TO BE BORNE BY THE CONTRACTOR.
14. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IMMEDIATELY WHEN CONFLICTS BETWEEN DRAWINGS AND ACTUAL CONDITIONS ARE DISCOVERED.
15. THE CONTRACTOR SHALL MAINTAIN A SET OF PLANS WITH CURRENT FIELD CHANGES ACCURATELY MARKED AND SHALL DELIVER THESE PLANS TO THE ENGINEER UPON COMPLETION OF CONSTRUCTION. THE CURRENT MARKINGS SHALL BE REVIEWED WITH THE ENGINEER DAILY, OR AS NEEDED, TO ASSURE THAT THEY BOTH AGREE THAT THE MARK-UPS REFLECT THE ACTUAL "AS-BUILT" CONDITIONS. THE ENGINEER WILL PREPARE PROJECT RECORD DRAWINGS AT THE CONCLUSION OF THE PROJECT BASED ON THE MARK-UP DRAWINGS AND TIES.
16. ANY U.S.G.S., N.G.V.D. OR STATE OF FLORIDA MONUMENT OR BENCH WITHIN THE LIMITS OF CONSTRUCTION IS TO BE PROTECTED. IF IN DANGER OF DAMAGE, THE CONTRACTOR SHALL NOTIFY THE ENGINEER AND DISTRICT LOCATION SURVEYOR.
17. ANY PUBLIC LAND CORNER WITHIN THE LIMITS OF CONSTRUCTION SHALL BE PROTECTED.
18. ALL EXISTING UTILITIES ARE TO REMAIN UNLESS OTHERWISE NOTED.
19. IF SHEETING, SHORING, DEWATERING INCLUDING WELL POINTS ARE NECESSARY AND UTILIZED, THE CONTRACTOR MUST MONITOR AND CONTROL ALL WORK THAT MAY CAUSE CRACKING TO ANY ADJACENT BUILDING AND THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE CAUSED BY ITS OPERATIONS. THE COST OF THIS WORK WILL BE INCLUDED IN THE RELATED BID ITEM FOR THE WORK BEING DONE.
20. THE CONTRACTOR SHALL MAINTAIN SAFE VEHICULAR ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES AND WILL MAINTAIN ACCOMMODATIONS FOR INTERSECTING AND CROSSING TRAFFIC. NO ROAD OR STREET CROSSING WILL BE BLOCKED OR UNDULY RESTRICTED AS DETERMINED BY THE ENGINEER.
21. THE CONTRACTOR SHALL USE A STREET SWEEPER (USING WATER) OR OTHER EQUIPMENT CAPABLE OF CONTROLLING AND REMOVING DUST. APPROVAL OF THE USE OF SUCH EQUIPMENT IS CONTINGENT UPON ITS DEMONSTRATED ABILITY TO DO THE WORK.
22. FINAL ARV LOCATIONS ARE TO BE DETERMINED FROM AS-BUILT PIPE ELEVATIONS. CONTRACTOR SHALL CONSULT ENGINEER TO APPROVE LOCATIONS OF ARV's PRIOR TO INSTALLATION.
23. UTILITIES SHALL HAVE MINIMUM COVER OF 36" AND MAXIMUM COVER OF 48" UNLESS OTHERWISE NOTED.
24. ANY EXISTING ITEM DISTURBED DURING CONSTRUCTION IS TO BE RESTORED TO EQUAL OR BETTER QUALITY.
25. SIDEWALK RESTORATION IS TO MATCH EXISTING GRADE UNLESS OTHERWISE NOTED.
26. CONTRACTOR SHALL BE RESPONSIBLE TO COORDINATE WITH FPL ON ANY WORK IN THE VICINITY OF OVERHEAD OR UNDERGROUND POWER LINES.
27. CONTRACTOR SHALL VERIFY PROPER CLEARANCE BELOW EXISTING OVERHEAD POWER LINES PRIOR TO WORKING WITHIN THE VICINITY OF POWER LINES.
28. CONTRACTOR SHALL REPAIR IRRIGATION IMMEDIATELY AFTER DAMAGE, AND WILL BE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH THE PROTECTION, REPAIR AND RESTORATION OF THE IRRIGATION SYSTEM.

STANDARD WATER/SEWER SEPARATION STATEMENT

1. WATER/SEWER SEPARATION SHALL BE IN ACCORDANCE WITH THE REQUIREMENTS OF THESE PLANS AND THE SPECIFIC CONDITIONS OUTLINED IN THE APPLICABLE PERMIT(S) FOR THE PROJECT.
2. HORIZONTAL SEPARATIONS: SEPARATIONS SHALL BE MEASURED OUTSIDE EDGE TO OUTSIDE EDGE BETWEEN WATER MAINS AND, STORM SEWERS, STORM-WATER FORCE MAINS, OR RECLAIMED WATER LINES, SHALL BE 3 FT. MINIMUM. BETWEEN WATER MAINS AND VACUUM TYPE SEWER PREFERABLY 10 FT. AND AT LEAST 3 FT. MINIMUM. GRAVITY OR PRESSURE SANITARY SEWERS, WASTE WATER FORCE MAINS OR RECLAIMED WATER PREFERABLY 10 FT. AND AT LEAST 6 FT. MAY BE REDUCED TO 3 FT. WHERE BOTTOM OF WATER MAINS IS AT LEAST 6 " ABOVE TOP OF SEWER AND 10 FT. TO ANY PART OF ON-SITE SEWER TREATMENT OR DISPOSAL SYSTEM.
3. VERTICAL SEPARATIONS: PER FLORIDA CODE NUMBER 62-555.314, MINIMUM VERTICAL SEPARATIONS BETWEEN WATER MAINS AND GRAVITY SEWER, VACUUM TYPE SEWER, OR STORM SEWERS, TO BE PREFERABLY 12 INCHES IF WATER MAIN IS UNDER STORM OR SANITARY SEWER, OR AT LEAST 6 INCHES WHEN ABOVE.
4. *NOTE: CENTER 1-FULL LENGTH OF WATER MAIN PIPE AT CROSSINGS; ALTERNATIVELY ARRANGE PIPES SO JOINTS ARE AT LEAST 3 FEET FROM JOINTS IN VACUUM, STORM OR STORM FORCE MAINS. AT LEAST 6 FEET FROM JOINTS IN GRAVITY OR PRESSURE SEWERS, WASTEWATER FORCE MAINS OR RECLAIMED WATER.

PAVEMENTS

1. SUBGRADE SHALL BE STABILIZED IN ACCORDANCE WITH SECTION 160 OF THE FDOT STANDARD SPECIFICATIONS.
2. BASE COURSE SHALL BE LIMEROCK OF EITHER MIAMI OR OCALA FORMATION IN ACCORDANCE WITH FDOT SPECIFICATIONS.
3. BASE COURSE SHALL RECEIVE A PRIME COAT IN ACCORDANCE WITH SECTION 300 OF THE FDOT STANDARD SPECIFICATIONS.
4. TYPE SP ASPHALTIC CONCRETE SHALL BE IN ACCORDANCE WITH SECTION 334 OF THE FDOT STANDARD SPECIFICATIONS.
5. CONCRETE SHALL BE CLASS I, 4,000 PSI MINIMUM COMPRESSIVE STRENGTH, UNLESS NOTED OTHERWISE. REINFORCING SHALL BE GRADE 60 DEFORMED STEEL BARS IN ACCORDANCE WITH ASTM A-615.
6. EXISTING ASPHALT SHALL BE SAWCUT ALONG A STRAIGHT LINE IN AREAS WHERE IT IS TO BE REMOVED.

SIGNING AND PAVEMENT MARKINGS

1. SIGNING AND PAVEMENT MARKINGS SHALL BE IN ACCORDANCE WITH MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD), LATEST EDITION.
2. PAVEMENT MARKINGS SHALL BE THERMOPLASTIC IN ACCORDANCE WITH SECTION 711 OF THE FDOT STANDARD SPECIFICATIONS UNLESS NOTED OTHERWISE.
3. REFLECTIVE PAVEMENT MARKERS SHALL BE CLASS 'B' WITH ALL FOUR SIDES SECURED TO PAVEMENT WITH AN EPOXY ADHESIVE.

WATER MAIN/FORCE MAIN GENERAL NOTES

1. ALL MAINS, INCLUDING FITTINGS, SHALL BE EASILY IDENTIFIABLE AS TO THEIR CONTENTS AND SHALL BE COLOR CODED OR MARKED USING THE UNIVERSAL COLOR CODE OF BLUE FOR WATER (62-555.320(21)(B)3,F.A.C.), GREEN FOR SEWER, LAVENDER FOR RECLAIMED. PIPE STRIPED DURING MANUFACTURING OF THE PIPE SHALL HAVE CONTINUOUS STRIPES THAT RUN PARALLEL TO THE AXIS OF THE PIPE, THAT ARE LOCATED AT NO GREATER THAN 90-DEGREE INTERVALS AROUND THE PIPE, AND THAT WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IF TAPE IS USED TO STRIPE PIPE DURING INSTALLATION OF THE PIPE, THE TAPE SHALL BE APPLIED IN CONTINUOUS LINES ALONG EACH SIDE OF THE PIPE AS WELL AS ALONG THE TOP OF THE PIPE. TAPE SHALL BE VINYL PLASTIC ADHESIVE BACK WITH MINIMUM WIDTH OF 6 INCHES. FIELD APPLICATION OF PAINT SHALL NOT BE ACCEPTABLE.

UTILITIES

1. ALL CONCERNED UTILITY SERVICE PROVIDERS SHALL BE NOTIFIED AT LEAST 48 HOURS PRIOR TO INITIATING CONSTRUCTION WORK.
2. THE LOCATIONS AND SIZES OF EXISTING UTILITIES DEPICTED ON THE PLANS ARE APPROXIMATE AND BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN. ADDITIONAL UTILITIES NOT SHOWN ON THE PLANS MAY BE PRESENT.
3. EXISTING UNDERGROUND UTILITIES SHALL BE ACCURATELY LOCATED ELECTRONICALLY AND/OR BY HAND EXCAVATION IN COORDINATION WITH APPLICABLE UTILITY COMPANIES PRIOR TO BEGINNING WORK.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FEES ASSOCIATED WITH HOLDING UTILITY LINES AND/OR POLES AS REQUIRED. IF THE CONTRACTOR ELECTS TO REPLACE PORTIONS OF THE EXISTING UTILITY LINES IN LIEU OF SUPPORTING, IT WILL BE AT THE CONTRACTOR'S EXPENSE.
5. THE CONTRACTOR SHALL PROTECT EXISTING UTILITIES AT ALL TIMES DURING CONSTRUCTION INCLUDING PROVIDING DIRECT SUPPORT AND/OR SHORING OF EXCAVATED AREAS. THE CONTRACTOR SHALL NOTIFY AFFECTED UTILITY COMPANIES PRIOR TO ATTEMPTING ANY FACILITY SUPPORT. IF THE UTILITY COMPANY REQUIRES THAT ONLY THEIR CREWS MAY SUPPORT THEIR FACILITIES, THEN THE CONTRACTOR SHALL PROVIDE FOR THE COORDINATION AND PAYMENT.
6. EXISTING VALVE BOXES AND MANHOLE COVERS LOCATED WITHIN WORK AREAS SHALL BE ADJUSTED BY CONTRACTOR AS REQUIRED.

PIPE HANDLING AND STORAGE

1. HANDLING: PIPE, FITTINGS AND ACCESSORIES SHALL BE CAREFULLY INSPECTED BEFORE AND AFTER INSTALLATION. PIPE AND FITTINGS SHALL BE FREE FROM FINS AND BURRS. ITEMS FOUND TO BE DEFECTIVE SHALL BE REJECTED. PIPE SEGMENTS SHALL BE CAREFULLY LOWERED INTO TRENCHES WITH THE PROPER EQUIPMENT. PIPE, FITTINGS AND ACCESSORIES SHALL NOT BE DROPPED OR DUMPED INTO TRENCHES UNDER ANY CIRCUMSTANCES.
2. STORAGE: PIPE SHOULD BE STORED AT THE JOB SITE IN UNIT PACKAGES PROVIDED BY THE MANUFACTURER. CAUTION SHOULD BE EXERCISED TO AVOID COMPRESSION DAMAGE OR DEFORMATION TO BELL ENDS OF THE PIPE. PIPE SHOULD BE STORED IN SUCH A WAY AS TO PREVENT SAGGING OR BENDING AND PROTECTED FROM EXPOSURE TO DIRECT SUNLIGHT BY COVERING WITH AN OPAQUE MATERIAL THAT PERMITS ADEQUATE AIR CIRCULATION ABOVE AND AROUND THE PIPE. GASKETS SHOULD BE STORED IN A COOL, DARK PLACE OUT OF THE DIRECT RAYS OF THE SUN, IN THE ORIGINAL PACKAGING.

PIPE INSTALLATION

1. BELL-AND-SPIGOT PIPE SHALL BE PLACED WITH THE BELL END POINTING IN THE DIRECTION OF PIPE LAYING. PIPE SHALL BE GRADED IN STRAIGHT LINES, TAKING CARE TO PREVENT THE FORMATION OF ANY DIPS OR LOW POINTS. PIPE SHALL NOT BE LAID WHEN THE CONDITIONS OF TRENCH OR WEATHER ARE UNSUITABLE. AT THE END OF EACH WORK DAY, OPEN ENDS OF PIPE SHALL BE CLOSED TEMPORARILY WITH WOOD BLOCKS OR BULKHEADS.
2. PIPE SHALL BE SUPPORTED AT ITS PROPER ELEVATION AND GRADE, TAKING CARE TO SECURE FIRM AND UNIFORM SUPPORT. WOOD SUPPORT BLOCKING SHALL NOT BE PERMITTED. THE FULL LENGTH OF EACH SECTION OF PIPE AND FITTINGS SHALL REST SOLIDLY ON THE PIPE BED, WITH RECESSED EXCAVATION TO ACCOMMODATE BELLS, JOINTS AND COUPLINGS. ANCHORS AND SUPPORTS SHALL BE PROVIDED WHERE NECESSARY AND WHERE INDICATED ON THE DRAWINGS FOR FASTENING WORK INTO PLACE. FITTINGS SHALL BE INDEPENDENTLY SUPPORTED.
3. PIPE SEGMENTS SHALL BE OF SHORT LENGTHS IN AND OUT OF EACH RIGID JOINT OR RIGID STRUCTURE, WITH SUFFICIENT LENGTH PROVIDED FOR PROPER INSTALLATION OF JOINTING MATERIAL. BLOCKING OR WEDGING BETWEEN BELLS AND SPIGOTS SHALL NOT BE PERMITTED.
4. PIPE SHALL BE CUT BY MEANS OF SAWS, POWER DRIVEN ABRASIVE WHEELS OR PIPE CUTTERS, TO PRODUCE A SQUARE CUT. WEDGE-TYPE ROLLER CUTTERS SHALL NOT BE PERMITTED. END OF PIPE SHALL BE BEVELED AFTER CUTTING USING A BEVELING TOOL, PORTABLE TYPE SANDER OR ABRASIVE DISC.

INTERRUPTION OF EXISTING UTILITIES

1. ANY CONSTRUCTION WORK THAT REQUIRES INTERRUPTION OF SERVICE TO ANY CUSTOMER SHALL BE DONE SO WITH A MINIMUM OF SEVENTY-TWO (72) HOUR NOTICE TO, AND WRITTEN APPROVAL BY THE APPROPRIATE UTILITY COMPANY. THE CONTRACTOR SHALL ARRANGE A MEETING WITH THE LOCAL JURISDICTIONAL AGENCIES AND OTHER GOVERNING AGENCIES, AND OTHER AFFECTED UTILITIES PRIOR TO SCHEDULING THE SHUTDOWN TO ASSESS THE SCOPE OF WORK. ALL SYSTEM SHUT DOWNS SHALL BE SCHEDULED BY THE CONTRACTOR AT SUCH TIME THAT SYSTEM DEMAND IS LOW. THIS GENERALLY REQUIRES NIGHT TIME WORK BY THE CONTRACTOR AND REQUIRES FULL TIME INSPECTION BY A REPRESENTATIVE OF THE UTILITY. ALL COST OF OVERTIME WORK BY THE REPRESENTATIVE OF THE UTILITY SHALL BE BORNE BY THE CONTRACTOR.

TESTING

1. BACKFILL COMPACTION TESTS SHALL BE CONDUCTED BY AN INDEPENDENT TESTING LAB. FOR TYPICAL PIPE TRENCHES, DENSITY TESTS SHALL BE PERFORMED AT 500 FEET (MAXIMUM) INTERVALS. FOR OPEN-CUT PIPE TRENCHES ACROSS ROADS AND DRIVEWAYS, DENSITY TESTS SHALL BE PERFORMED AT 50 FEET (MAXIMUM) INTERVALS. TESTS SHALL BE CONDUCTED AT THE TOP OF PIPE AND FOR EVERY SIX-INCH (6") LAYER TO FINISHED GRADE. CERTIFIED TEST REPORTS SHALL BE PROVIDED TO THE OWNER/ENGINEER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING WITH THE TESTING LAB AS NECESSARY DURING THE PROGRESS OF WORK. THE OWNER RESERVES THE RIGHT TO APPROVE THE TESTING LAB, BUT THE COST OF DENSITY TESTING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

2. TESTING SHALL BE PERFORMED FOR THE FOLLOWING ITEMS WITH CERTIFIED REPORTS PROVIDED TO THE OWNER/ENGINEER FOR REVIEW/APPROVAL:

—BACKFILL GRADATION AND COMPACTION.
—SUBGRADE STABILIZATION AND COMPACTION.
—BASE COURSE COMPOSITION AND COMPACTION.
—ASPHALT COMPOSITION/GRADATION AND COMPACTION.
—CONCRETE BREAK STRENGTH.

EROSION CONTROL

1. THE PROJECT SHALL BE CONSTRUCTED IN A MANNER SO AS TO MINIMIZE ANY ADVERSE IMPACTS TO FISH AND WILDLIFE. COUNTERMEASURES SHALL BE EMPLOYED BY THE CONTRACTOR DURING CONSTRUCTION AS REQUIRED TO PROTECT ON-SITE WATER QUALITY AND OFF-SITE DISCHARGES.
2. EROSION, SHOALING AND/OR WATER QUALITY PROBLEMS CAUSED BY CONSTRUCTION ACTIVITIES SHALL BE IMMEDIATELY CORRECTED.
3. INLET STRUCTURES AND PIPE SHALL BE PROTECTED DURING CONSTRUCTION BY WAY OF PLYWOOD, PLASTIC, FILTER FABRIC AND/OR PLUGS TO PREVENT SILTATION.
4. SOD SHALL BE REPLACED OVER ALL DISTURBED AREAS AS SOON AS PRACTICAL AFTER FINAL GRADING TO PREVENT EROSION. SOD TYPE SHALL MATCH EXISTING UNLESS OTHERWISE SPECIFIED.

ema

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REGISTRATION

SUZANNE M. DOMBROWSKI, PE

REGISTRATION NO. 69918

DATE: 10/10/2022



CLIENT

JOHNSON-DAVIS,
INC.

PROJECT INFORMATION

701 S OCEAN
BOULEVARD
WATER SERVICE

DELRAY BEACH, FL
33483

PROJECT NUMBER
22-0438.00005

CLIENT PROJECT NUMBER

VERIFY SCALES

0 1"

IF NOT ONE INCH ON THIS SHEET,
ADJUST SCALES ACCORDINGLY

REVISIONS

DATE OF ISSUE
10/10/2022

DESIGNED BY
SD

DRAWN BY
SJ

CHECKED BY
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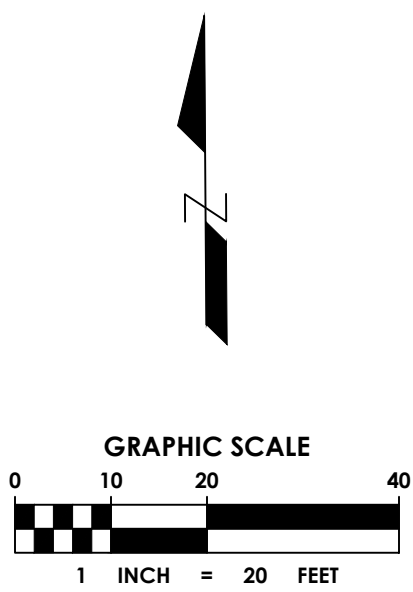
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GENERAL NOTES

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GEN-1

2 OF 5



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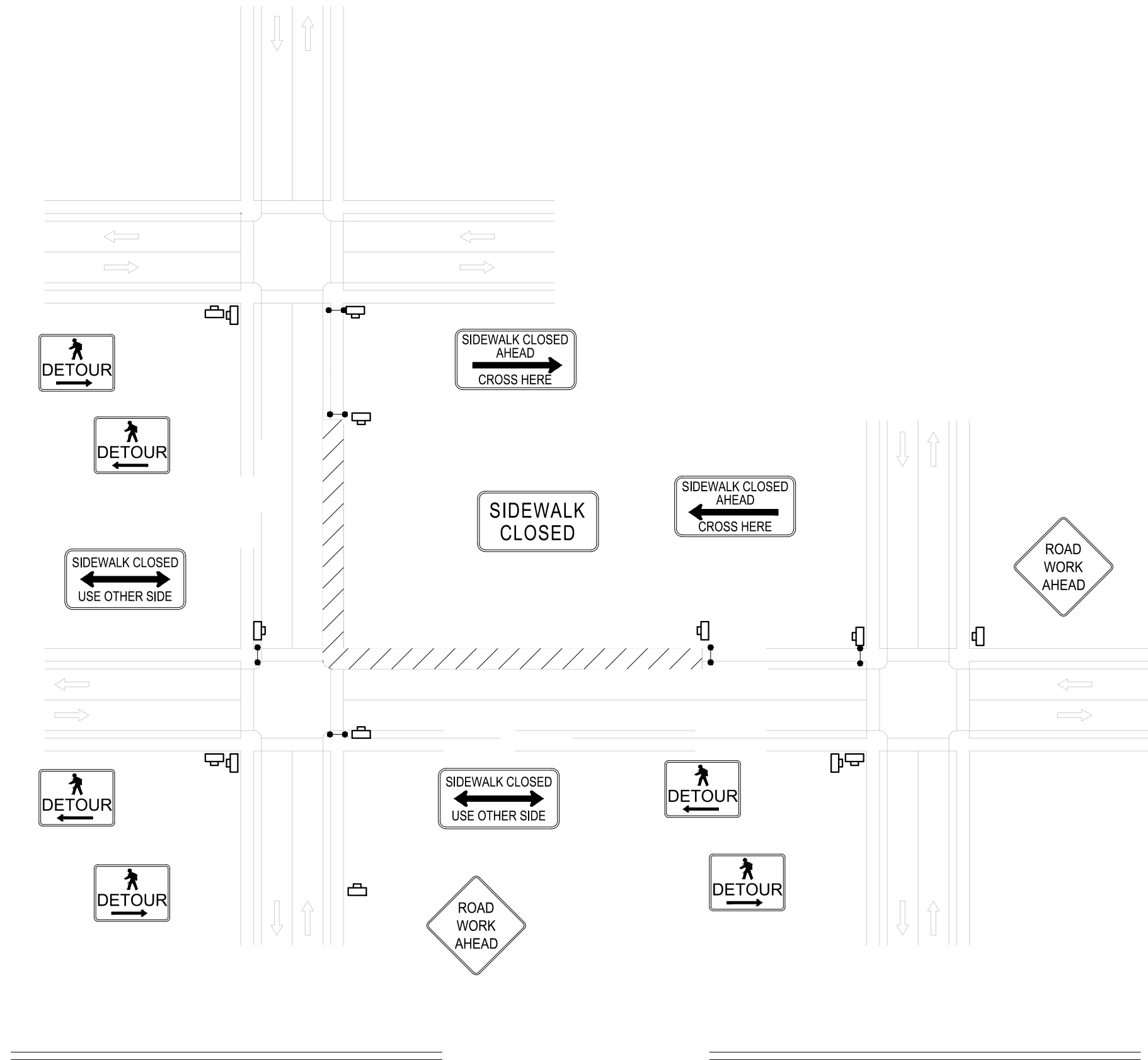
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WATER MAIN PLAN

DRAWING NUMBER
WM-1
3 OF 5

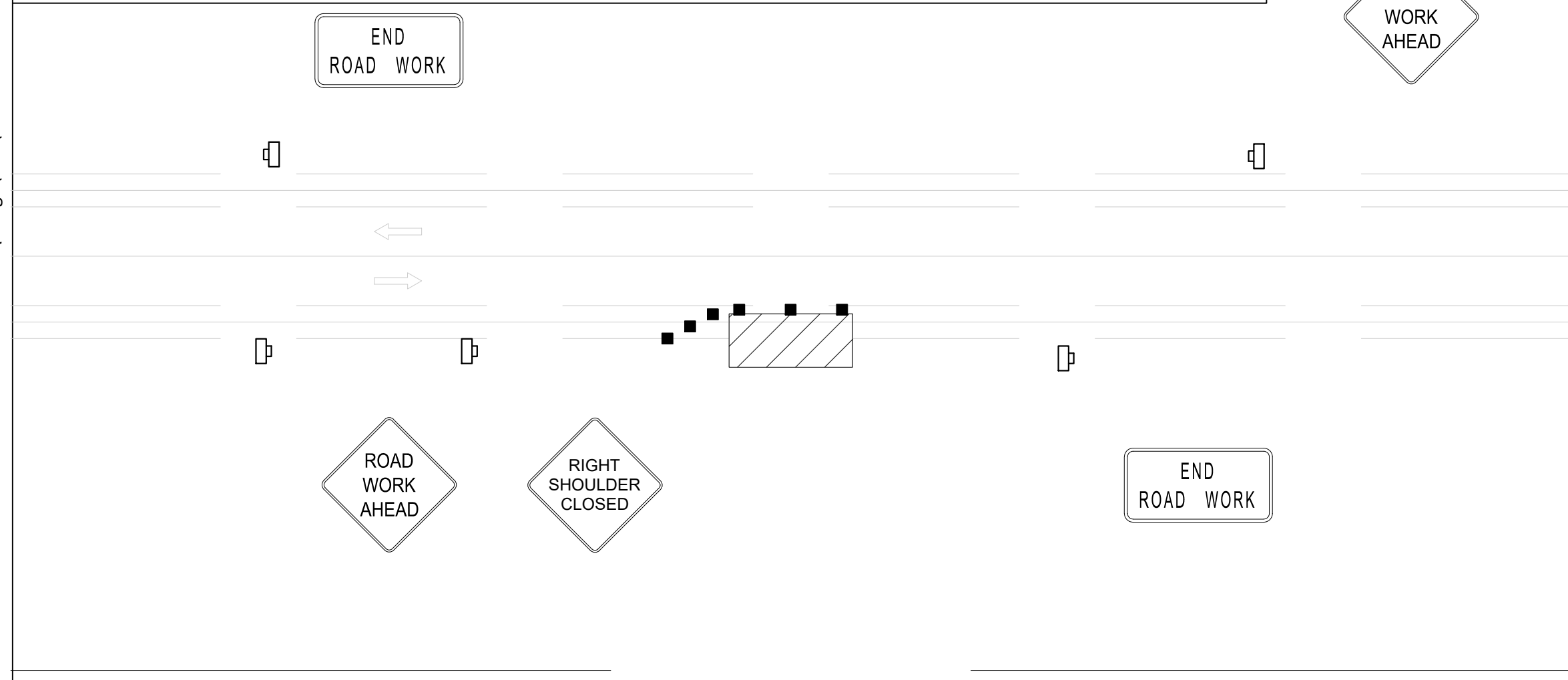


- NOTES:**
- Cover or deactivate pedestrian traffic signal display(s) controlling closed crosswalks.
 - Place pedestrian LCDs across the full width of the closed sidewalk.
 - For post mounted signs located near or adjacent to a sidewalk, maintain a minimum 7' clearance from the bottom of the sign panel to the surface of the sidewalk.
 - "Sidewalk Closed" signs (R9-XX) may be mounted on pedestrian LCDs in accordance with the manufacturer's instructions.
 - Omit the Advance Closure LCD if it blocks access to other pedestrian facilities (e.g., transit stops, residences, or business entrances).

- SYMBOLS:**
- Work Area
 - Work Zone Sign
 - Pedestrian Longitudinal Channelizing Device (LCD)
 - Lane Identification and Direction of Traffic

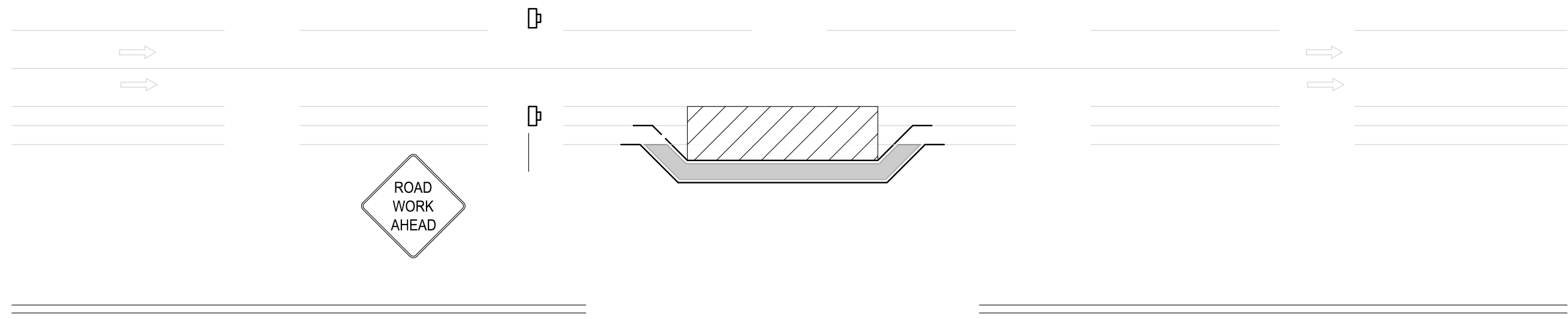
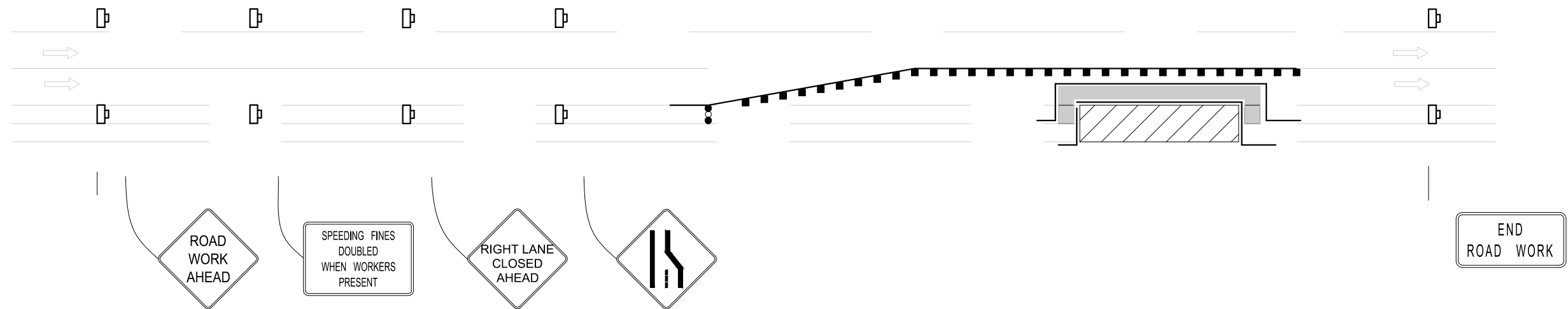
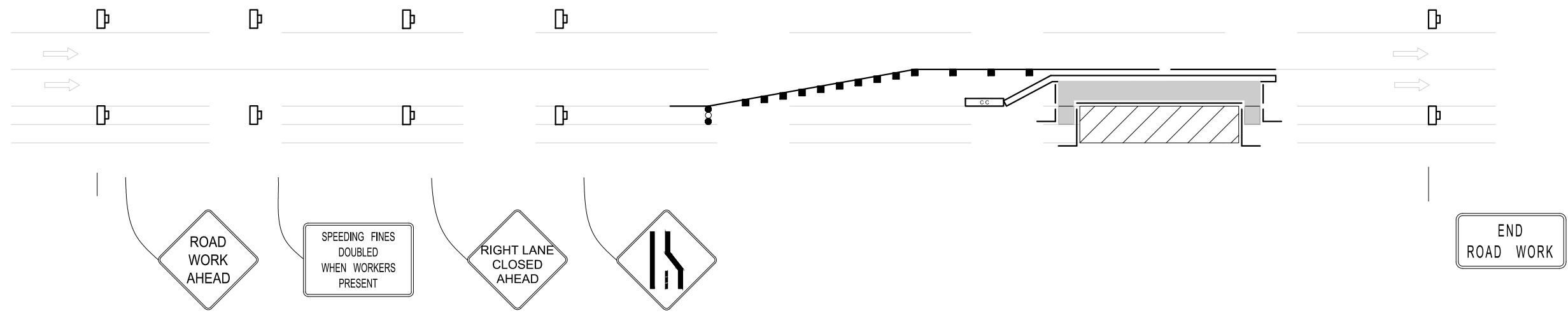
FDOT INDEX 102-660 (PAGE 1 OF 2) SIDEWALK CLOSURE

N.T.S.



FDOT INDEX 102-602 TWO-LANE AND MULTILANE WORK ON SHOULDER

N.T.S.



- NOTES:**
- L = Taper Length
B = Buffer Length
X = Work Zone Sign Distance
See Index 102-600 for "L", "B", "X", channelizing device spacing values.
 - Provide a 5' wide temporary pedestrian way with a maximum cross-slope of 0.02, except where space restrictions warrant a minimum width of 4'. Provide a 5' x 5' passing space for temporary pedestrian ways less than 5' in width at intervals not to exceed 200'.
 - When temporary pedestrian ways require curb ramps, meet the requirements of Index 522-002. Detectable warnings are not required for curb ramps diverting pedestrian traffic into a closed lane.
 - The "Speeding Fines Doubled When Workers Present" signs (MOT-13-06) and "End Road Work" signs (G20-2), along with associated work zone sign distances, may be omitted when the work operation will be in place for 24 hours or less.
 - Pedestrian Diversion Option 2 may only be used when called for in the Plans or as approved by an Engineer.

- SYMBOLS:**
- Work Area
 - Temporary Pedestrian Way
 - Channelizing Device (See Index 102-600)
 - Pedestrian Longitudinal Channelizing Device (LCD)
 - Work Zone Sign
 - Arrow Board
 - Crash Cushion
 - Lane Identification and Direction of Traffic

FDOT INDEX 102-660 (PAGE 2 OF 2) SIDEWALK CLOSURE

N.T.S.

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DRAWING TITLE

DETAILS

DRAWING NUMBER

DET-2
5 OF 5

PERMIT SET