

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

PCN 12-43-46-30-10-001-0000 and 12-43-46-30-11-001-0000  
Address: 1615 and 1625 South Congress Avenue, Delray Beach, FL

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

**THIS HOLD HARMLESS AGREEMENT**, is entered into this \_\_\_ day of \_\_\_\_\_, 202\_, 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 **G&C Arbors Investors, LLC**, a Florida Limited Liability Company, whose address is 1499 West Palmetto Park Road, Suite 415, Boca Raton, Florida 33486 (hereinafter referred to as “**OWNER**”).

W I T N E S E T H:

**WHEREAS, OWNER** is the owner of two contiguous parcels located at 1615 and 1625 South Congress Avenue, Delray Beach, Florida (“**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** as shown in Exhibit “B” ; 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 completion of the **PROJECT** 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 in writing to **OWNER** 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

**PROJECT**, 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 Project, 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 **PROJECT**. 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 the **PROJECT**, a copy of which is attached hereto as Exhibit "C".

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: G&C Arbors Investors, LLC  
1499 West Palmetto Park Road, Suite 415  
Boca Raton, FL 33486  
Attn: Mark Corlew

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

**G&C Arbors Investors LLC**  
By: G&C Arbors Management, Inc.  
its: Manager

WITNESSES:

\_\_\_\_\_  
Signature *[Handwritten Signature]*  
Print Name **FRANK MATHAEY**

By: \_\_\_\_\_  
*[Handwritten Signature]*  
Name: Mark Corlew

\_\_\_\_\_  
Signature *[Handwritten Signature]*  
Print Name **Roberta L. Ryncarz**

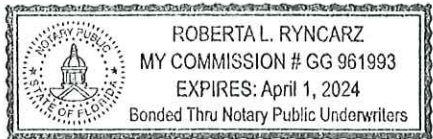
Its: Vice President  
Date: 01/09/24

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this 10<sup>th</sup> day of January, 2024 by MARK CORLEW (name of person), as Vice President (type of authority) for G&C Arbors Management, Inc. (name of party on behalf of whom instrument was executed).

Personally known  OR Produced Identification  
Type of Identification Produced \_\_\_\_\_

\_\_\_\_\_  
*[Handwritten Signature]*  
Notary Public – State of Florida



## **EXHIBIT A**

### **THE ATRIUM PARCEL:**

All of the Plat of THE ATRIUM AT CENTRE DELRAY, according to the Plat thereof as recorded in Plat Book 42, Page 133, of the Public Records of Palm Beach County, Florida, LESS and except that certain portion of the Plat as deeded to Palm Beach County pursuant to Right-of-Way Deed recorded in Official Records Book 5599, Page 1156, of the Public Records of Palm Beach County, Florida, ALSO LESS AND EXCEPT the following parcel of land conveyed to the State of Florida Department of Transportation by the Warranty Deed recorded in Official Records Book 29779, Page 847, of the Public Records of Palm Beach County, Florida.

Together with:

### **THE GARDENS AT CENTRE DELRAY PARCEL:**

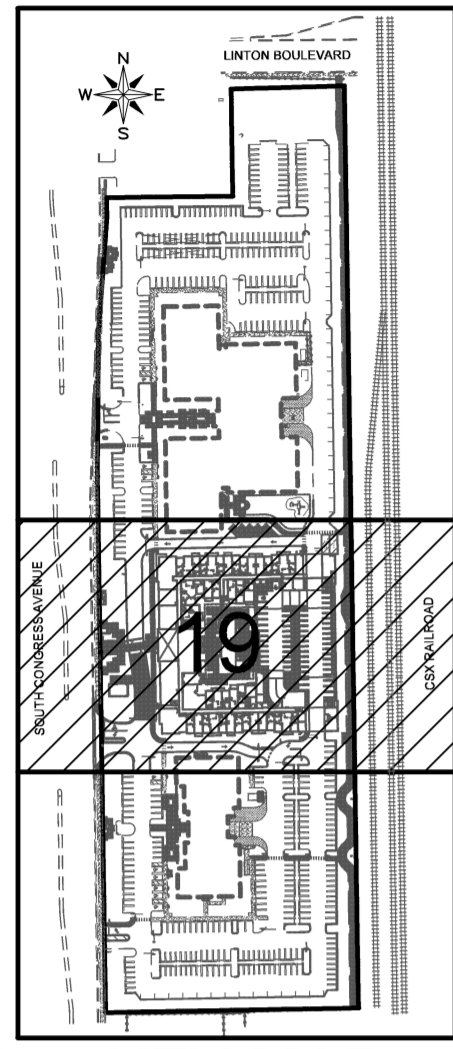
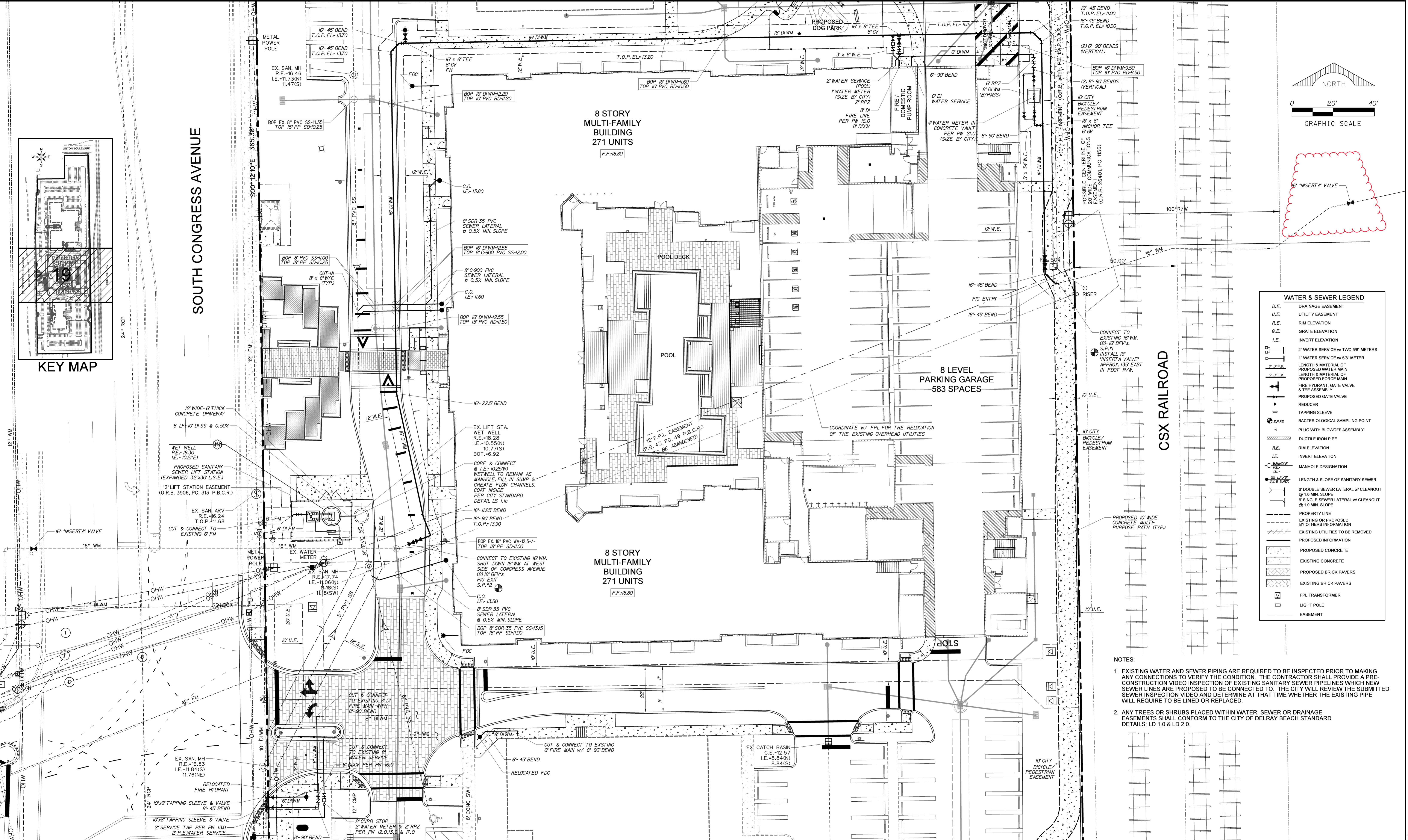
All of the Plat of THE GARDENS AT CENTRE DELRAY, according to the Plat thereof as recorded in Plat Book 43, Page 49, of the Public Records of Palm Beach County, Florida, LESS and except that certain portion of the Plat as dedicated as Right-of-Way according to said Plat.

**SURVEYED PROPERTY CONTAINS 12.135 ACRES, MORE OR LESS.**

**EXHIBIT B**

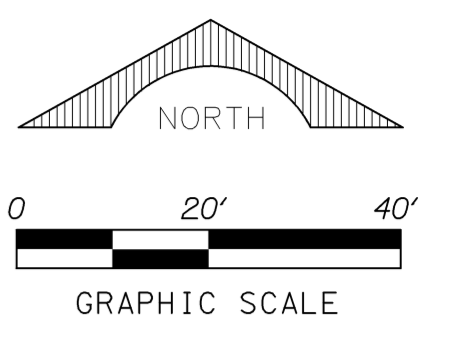
**Project**





SOUTH CONGRESS AVENUE

CSX RAILROAD



WATER & SEWER LEGEND	
D.E.	DRAINAGE EASEMENT
U.E.	UTILITY EASEMENT
R.E.	RIM ELEVATION
G.E.	GRATE ELEVATION
I.E.	INVERT ELEVATION
2" W.S.	2" WATER SERVICE w/ TWO 5/8" METERS
1" W.S.	1" WATER SERVICE w/ 5/8" METER
---	LENGTH & MATERIAL OF PROPOSED WATER MAIN
---	LENGTH & MATERIAL OF PROPOSED FORCE MAIN
---	FIRE HYDRANT, GATE VALVE & TEE ASSEMBLY
---	PROPOSED GATE VALVE
---	REDUCER
---	TAPPING SLEEVE
---	BACTERIOLOGICAL SAMPLING POINT
---	PLUG WITH BLOWOFF ASSEMBLY
---	DUCTILE IRON PIPE
---	RIM ELEVATION
---	INVERT ELEVATION
---	MANHOLE DESIGNATION
---	LENGTH & SLOPE OF SANITARY SEWER
---	6" DOUBLE SEWER LATERAL w/ CLEANOUT @ 1.0 MN SLOPE
---	6" SINGLE SEWER LATERAL w/ CLEANOUT @ 1.0 MN SLOPE
---	PROPERTY LINE
---	EXISTING OR PROPOSED BY OTHERS INFORMATION
---	EXISTING UTILITIES TO BE REMOVED
---	PROPOSED INFORMATION
---	PROPOSED CONCRETE
---	EXISTING CONCRETE
---	PROPOSED BRICK PAVERS
---	EXISTING BRICK PAVERS
---	FPL TRANSFORMER
---	LIGHT POLE
---	EASEMENT

- NOTES:
- EXISTING WATER AND SEWER PIPING ARE REQUIRED TO BE INSPECTED PRIOR TO MAKING ANY CONNECTIONS TO VERIFY THE CONDITION. THE CONTRACTOR SHALL PROVIDE A PRE-CONSTRUCTION VIDEO INSPECTION OF EXISTING SANITARY SEWER PIPELINES WHICH NEW SEWER LINES ARE PROPOSED TO BE CONNECTED TO. THE CITY WILL REVIEW THE SUBMITTED SEWER INSPECTION VIDEO AND DETERMINE AT THAT TIME WHETHER THE EXISTING PIPE WILL REQUIRE TO BE LINED OR REPLACED.
  - ANY TREES OR SHRUBS PLACED WITHIN WATER, SEWER OR DRAINAGE EASEMENTS SHALL CONFORM TO THE CITY OF DELRAY BEACH STANDARD DETAILS: LD 1.0 & LD 2.0.

**SCHNARS**  
ENGINEERING CORPORATION

947 CLINT MOORE ROAD  
BOCA RATON, FLORIDA 33487

TEL: (561) 241-6455  
FAX: (561) 241-5182

OWNER:

**GROVER CORLEW**

1499 W. PALMETTO PARK ROAD, STE 415  
BOCA RATON, FLORIDA 33486

PROJECT:

**DELRAY CENTRAL**

DELRAY BEACH  
FLORIDA

TASK:

**WATER & SEWER PLAN**

ORIGINAL: JUNE 2023

REVISIONS:	DESCRIPTION
1	9/18/23 MEP COORDINATION
2	12/12/23 REV. EX. WM LOCATION
3	
4	
5	

Jeffrey T. Schnars, Professional Engineer, State of Florida, License No. 46697.

This item has been digitally signed and sealed by Jeffrey T. Schnars, P.E. on 01/03/2024.

Printed copies of this document are not considered signed and sealed and the signature must be verified on any electronic copies.

Jeffrey T. Schnars, P.E.  
Civil Engineer  
Florida Registration No. 46697  
1/3/2024 10:58 AM

JOB NO. 20220  
DRAWN RAD  
DESIGNED JTS  
CHECKED JWM  
Q.C. JTS

SHEET C19 OF 26



**EXHIBIT C**  
**Permit Agreement**

**PERMIT NO:** \_\_\_\_\_

**STATE ROAD INFORMATION**

<b>County:</b> Palm Beach	<b>Section:</b> 220	<b>State Road No:</b> 9	<b>Beginning Mile Post:</b> 0.051	<b>Ending Mile Post:</b> 0.051
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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.

<u>Utility Agency/Owner (UAO)</u>		<u>Utility Builder (only applicable when the UAO is a City or County)</u>	
Name:	City of Delray Beach	Name:	G&C Arbors Investors, LLC
Contact Person:	Rob Hunt	Contact Person:	Frank Mathaey, Development Director
Address:	434 S. Swinton Avenue	Address:	1499 W. Palmetto Park Road, #415
City:	Delray Beach	City:	Boca Raton
State:	FL	State:	Florida
Zip:	33444	Zip:	33486
Telephone:	(561) 243-7451 ext. _____	Telephone:	(561) 931 - 2403 ext. _____
Email:	huntr@mydelraybeach.com	Email:	frank.mathaey@grovercorlew.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.

Install a 16" valve on an existing 16" water main located approximately 800 feet south of Atlantic Avenue near  
Near the west RW of the I-95 southbound on-ramp.

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) 102-600; 102-601

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: \_\_\_\_\_ Telephone (\_\_\_\_) \_\_\_\_\_-\_\_\_\_\_ Email: \_\_\_\_\_

**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: 2 / 15 / 2024

Calendar days needed to completed: 5

# 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).  
\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
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\_\_\_\_\_

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\_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
\_\_\_\_\_

Utility Agency/Owner

Utility Builder (when applicable)

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (printed): Hassan Hadjimiry

Title: Utilities Director, City of Delray Beach

Signature: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (printed): G&C Arbors Investors, LLC; by: G&C Arbors

Title: Management, Inc.; by: Mark Corlew, Vice President

## 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: \_\_\_\_\_

# UTILITY PERMIT

**PERMIT NO:** \_\_\_\_\_

## CERTIFICATION

I, the undersigned UAO and/or Utility Builder, hereby CERTIFY that the utilities were constructed and inspected in compliance with the UAM all incorporated documents, and special instructions. Pursuant to UAM Section 2.11, all changes have been approved by the FDOT's Approving Engineer and incorporated into this permit along with all other material certifications, test results, bore logs, approved plans changes, as-built plans or other required documentation.

I also CERTIFY that work began on \_\_\_\_/\_\_\_\_/\_\_\_\_ and was completed on \_\_\_\_/\_\_\_\_/\_\_\_\_ and that the area was left in as good or better condition than when the work began.

Utility Agency/Owner

Utility Builder (when applicable)

Signature: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Signature: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Name (printed): \_\_\_\_\_

Name (printed): \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

## FINAL INSPECTION OF WORK

The work was inspected and found to be in non-compliance as noted below:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

All issues of non-compliance listed above have been brought into compliance and/or FDOT has no outstanding issues that need to be addressed by the UAO and/or Utility Builder. However, this final inspection does not release the UAO and/or Utility Builder of their continuing responsibilities pursuant to Rule 14-46.001, the UAM, all incorporated documents, and special instructions.

FDOT Inspector: \_\_\_\_\_ Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_