

SECTION No: 93030 & 93010  
PERMIT No: 2021-A-496-00012 &  
2021-A-496-00011  
COUNTY: PALM BEACH  
S.R. No: 806 & 5/US-1

**FLORIDA DEPARTMENT OF TRANSPORTATION - DISTRICT FOUR  
MAINTENANCE MEMORANDUM OF AGREEMENT (MMA)**

**THIS AGREEMENT** made and entered into this date \_\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the "**DEPARTMENT**", and the **CITY OF DELRAY BEACH**, a municipal corporation existing under the Laws of Florida, hereinafter called the "**AGENCY**".

**WITNESSETH:**

**WHEREAS**, the **DEPARTMENT** has jurisdiction over State Road (SR) 806, section 93030000, from Mile Post (M.P.) 8.641 to M.P. 8.704, and SR 5, section 93010000, from M.P. 9.688 to M.P. 9.814, Delray Beach; and

**WHEREAS**, the **AGENCY** seeks to install and maintain existing pedestrian lighting, hereinafter called "**IMPROVEMENTS**" as specified in the plans as described in **EXHIBIT B** (Plans) and have maintained by the **AGENCY** certain **IMPROVEMENTS**; 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 SR 806 from M.P. 8.641 to M.P. 8.704 and SR 5 from M.P. 9.688 to M.P. 9.814, Delray Beach, (within the limits of the **AGENCY**); and

**WHEREAS**, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall construct, and the **AGENCY** shall maintain all existing and new elements constructed under **PERMIT NO. 2021-A-496-00012**, along SR 806 M.P. 8.641 to M.P. 8.704 and under **PERMIT NO. 2021-A-496-00011** along SR 5, from M.P. 9.688 to M.P. 9.814, as detailed in **EXHIBIT A** (Project Location, Description and Project Aerial); and

**WHEREAS**, the Project involves the scope of work as described within **EXHIBIT A** and **EXHIBIT B, EXHIBIT C** (Maintenance Plan Requirements) which will benefit the **AGENCY**; 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 Number \_\_\_\_\_ entered into this date \_\_\_\_\_, 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. RECITALS**

The recitals set forth above are true and correct and are deemed incorporated herein.

## 2. INSTALLATION OF FACILITIES

A. The **AGENCY** shall construct, under **Permit No. 2021-A-496-00012 & 2021-A-496-00011**, the **IMPROVEMENTS** as detailed in **EXHIBIT A** and **EXHIBIT B** that will benefit the **AGENCY**. The **AGENCY** agrees to maintain the **IMPROVEMENTS** within the corporate limits of the **AGENCY**; and

- 1) All activities, including the **IMPROVEMENTS** installation and future maintenance operations performed on State highway right of way, must be in conformity with the most current edition of the *Manual on Uniform Traffic Control (MUTCD)* and *FDOT Traffic Control through Work Zones*.
- 2) The most current edition of *FDOT Standard Plans* (Sight Distance at Intersections) must be adhered to.
- 3) Lateral Offsets as specified in the *FDOT Plans Preparation Manual*, Volume 1, Chapters 2 and 4 must be adhered to.
- 4) **IMPROVEMENTS** shall not obstruct roadside signs or permitted outdoor advertising signs, (see Florida Administrative Code [F.A.C.] Rule Chapter 14-10.)
- 5) The **AGENCY** shall provide the local FDOT Operation Center, located at 7900 Forest Hill Blvd., West Palm Beach, FL 33413 (561) 370-1139, a twenty-four (24) hour telephone number and the name of a responsible person that the **DEPARTMENT** may contact. The **AGENCY** shall notify the local maintenance office forty-eight (48) hours prior to the start of the lighting **IMPROVEMENTS**.
- 6) If there is a need to restrict the normal flow of traffic, it shall be done on non-holiday, weekday 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 lighting **IMPROVEMENTS**. The **DEPARTMENT'S** Operation Center Public Information Officer (see telephone number in Paragraph (e)) shall also be notified.
- 7) The **AGENCY** shall be responsible to clear all utilities within the improvement limits before construction commences.
- 8) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, or other assets occurring as a result of installation operations and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**.

## 3. MAINTENANCE OF FACILITIES

- A. The **AGENCY** agrees to maintain the **IMPROVEMENTS** along SR 806 from M.P. 8.641 to M.P. 8.704 and SR 5 from M.P. 9.688 to M.P. 9.814. Maintenance by the **AGENCY** will include inspection, repair, restoration, replacement, and general maintenance of all existing and new **IMPROVEMENTS** as described in **EXHIBIT B** within the limits of construction as detailed in **EXHIBIT A**. Maintenance shall be as indicated below and in accordance with **EXHIBIT C**.

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- 1) The **AGENCY** agrees to maintain, at its sole cost and expense, the **IMPROVEMENTS** set forth in **Exhibit A** and **Exhibit B** in compliance with any and all applicable laws which shall include, but not be limited to, laws and regulations relating to the Americans with Disabilities Act ("ADA") of 1990, as currently enacted or as may be amended from time to time.
- 2) The **IMPROVEMENTS** shall be kept clean and free from trash and debris. The **IMPROVEMENTS** shall be kept free of graffiti. The **IMPROVEMENTS** shall be free of pests such as stinging insects, rodents, and vermin, including removal of nests as needed.
- 3) As part of the maintenance responsibility, the **AGENCY** shall keep in good repair and replace, defective or worn-out parts of the **IMPROVEMENTS**. The **AGENCY's** responsibility to keep the **IMPROVEMENTS** in good repair shall include all necessary inspection, maintenance, repair and replacement of any type or nature, including, but not limited to, inspection, maintenance, repair, and replacement due to normal wear and tear, named storm event, acts of God, vandalism, and accidents. The **AGENCY** shall take all necessary steps to maintain the **IMPROVEMENTS** in a manner to protect against injury to any person or property.
- 4) The **AGENCY** shall perform all activities necessary to keep the **IMPROVEMENTS** fully operating, properly functioning, with a minimum of 90% of the lights burning for any lighting type or roadway system at all times in accordance with the original design thereof, whether necessitated by normal wear and tear, accidental or intentional damage, or acts of nature. Said maintenance shall include, but shall not be limited to, providing electrical power, and paying all charges associated therewith, routine inspection and testing, preventative maintenance, emergency maintenance, replacement of any component parts of the **IMPROVEMENTS**, as may be necessary.
- 5) 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, reworking relating to the maintenance obligation / function or **AGREEMENT** termination.
- 6) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, or other assets occurring as a result of maintenance and operation of the **IMPROVEMENTS** and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**, as per the requirements in **Exhibit C** (Maintenance Plan Requirements).

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B. The **AGENCY** shall be responsible to maintain **IMPROVEMENTS** including electrical components. The **AGENCY** shall replace the structure if destroyed in an accident by third parties. The **AGENCY** shall comply with all ADA Laws existing and as may be amended. Adjacent sidewalk areas shall be always accessible. If sidewalk closures are needed, alternate routes shall be clearly identified, and missing sidewalk shall be restored either with permanent or temporary materials at the end of each workday.

C. All **IMPROVEMENTS** shall at all times have a notification sign posted with the name and phone number of the department within the **AGENCY** responsible for maintenance of the **IMPROVEMENTS** so that members of the public may contact **AGENCY** regarding problems with the **IMPROVEMENTS**. The **AGENCY** shall promptly respond and correct all complaints regarding maintenance. The **IMPROVEMENTS** to be constructed with this project shall not contain advertising. Nor shall advertising be placed upon them by any party in the future.

D. The **AGENCY** shall be responsible for maintenance of the Project in accordance with the following Federally and State accepted standards (current editions at the time of execution of this **AGREEMENT** and any amendments hereafter) and all costs related thereto: (a) FDOT Design Manual (FDM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, (d) FDOT Standard Plans, (e) Manual on Uniform Traffic Control Devices (MUTCD), and (f) all other applicable local, state, or federal laws, rules, resolutions, or ordinances, and FDOT procedures. In the event of a conflict between documents, standards, and procedures the more stringent shall apply.

E. If it becomes necessary to provide utilities (water/electricity) to these **IMPROVEMENTS**, all cost associated with the utilities, accent lighting and/or irrigation systems including but not limited to the impact and connection fees, and the on-going cost utility usage for water and electrical, are the maintaining **AGENCY's** responsibility.

1) The **AGENCY** shall be directly responsible for impact connection fees

AND

2) The **AGENCY** shall become responsible for the above-named **IMPROVEMENTS** and ongoing utility costs upon final acceptance of the construction project by the **DEPARTMENT** and thereafter.

F. Any work impacting traffic flow along SR 806 M.P. 8.582 to M.P. 9.180, must be coordinated with the **DEPARTMENT**. Lane closures must be submitted for approval in accordance with **DEPARTMENT** procedures and policies and will meet the goals established in the **DEPARTMENT's** Open Roads Policy.

#### 4. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If, at any time while the terms of this **AGREEMENT** are in effect, it shall come to the attention of the **DEPARTMENT** that the **AGENCY's** responsibility as established herein or a part thereof is not being properly accomplished pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may issue a written notice, that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY**, in care of the **CITY OF WEST PLAM BEACH MANAGER**, to place the **AGENCY** on notice regarding it's maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the cited deficiency or deficiencies. If said deficiencies are not corrected within the time period, the **DEPARTMENT** may, at its option, proceed under one or more or a combination of the following items:
- 1) The **DEPARTMENT** may repair any item or a number of items. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
  - 2) The **DEPARTMENT** may remove or replace any item or number of items with the standard **DEPARTMENT** item. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
  - 3) If there is no standard equivalent item or if in the **DEPARTMENT's** discretion the item is not necessary for the operations of the roadway, the **DEPARTMENT** may remove the item in its entirety and restore the area to a condition acceptable to the **DEPARTMENT**. Corrective actions will be performed with the **DEPARTMENT** and/or its independent contractor's materials, equipment, and personnel. The actual cost for such work will be charged to the **AGENCY**.
  - 4) At the discretion of the **DEPARTMENT**, terminate the Agreement in accordance with Section 7 of this Agreement and remove, by the **DEPARTMENT** or its Contractor's personnel, all the **IMPROVEMENTS** installed under this Agreement and charge the **AGENCY** the reasonable cost of such removal.

## 5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the **IMPROVEMENTS** 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**.

## 6. FUTURE AGENCY IMPROVEMENTS

The **AGENCY** may construct additional **IMPROVEMENTS** within the limits of the rights of ways identified as a result of this document, subject to the following conditions:

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- A. Plans for any new **IMPROVEMENTS** 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. The **AGENCY** shall procure a permit and/or Construction Agreement from the **DEPARTMENT**, as appropriate.
- C. All **IMPROVEMENTS** shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- D. The **AGENCY** agrees to comply with the requirements of this Agreement with regard to any additional **IMPROVEMENTS** installed at no cost to the **DEPARTMENT**.

## 7. AGREEMENT TERMINATION

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 this Agreement, following ten (10) days written notice. The **AGENCY** shall reimburse the **DEPARTMENT** for any expenditures for the installation of said **IMPROVEMENTS** and the cost to remove and or replace said improvement with the standard improvement or remove in its entirety.
- 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.
- C. By the **DEPARTMENT** with a six (6) month written notice.

## 8. AGREEMENT TERM

The term of this **AGREEMENT** commences upon execution by all parties.  
The term of this **AGREEMENT** shall remain in effect for as long as the **IMPROVEMENTS** shall exist.

## 9. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the **AGENCY'S** agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the **IMPROVEMENTS** shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or

occurrence, omission or commission of such agents, consultants, sub consultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT**. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence.

- B. In the event that **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
- 1) **AGENCY'S** contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the **DEPARTMENT** as an additional insured.
  - 2) **AGENCY'S** contractor shall furnish **AGENCY** with Certificates of Insurance of Endorsements evidencing the insurance coverages specified herein prior to the beginning performance of work under this Agreement.
  - 3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of **AGENCY'S** contractor is completed. All policies must be endorsed to provide the **DEPARTMENT** with at least thirty (30) days' notice of cancellation and or/or restriction. If any of the insurance coverages will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

## 10. E-VERIFY REQUIREMENTS

The **AGENCY** shall:

- 1) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the **AGENCY** for the work performed under this **AGREEMENT**; and
- 2) Expressly require any contractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

#### 11. ENTIRE AGREEMENT

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 except the construction agreement **2021-A-496-00012** and **2021-A-496-00011** all other **IMPROVEMENTS** not specifically mentioned in this Agreement. The pedestrian lights installed under this project are not eligible for compensation under the State Highway Lighting Maintenance and Compensation Agreement.

#### 12. EXPENDITURE OF MONEY

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 funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **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.

#### 13. DISPUTES

The **DEPARTMENT** 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. Should the **AGENCY** disagree with the **DEPARTMENT** decision, the **AGENCY** may pursue any and all legal and equitable remedies available under this agreement.

#### 14. ASSIGNMENT

This Agreement may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.

#### 15. LAWS GOVERNING

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. The venue for any dispute arising from this **AGREEMENT** shall be in Broward County, Florida.

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## **16. NOTICES**

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  
Attention: District Maintenance Engineer  
3400 West Commercial Blvd  
Ft. Lauderdale, FL 33309-3421

If to the **AGENCY:**

The City of Delray Beach  
100 NW First Avenue  
Delray Beach, Florida 33444  
Attention: Municipal Services Director

## **17. LIST OF EXHIBITS**

Exhibit A: Project Location, Description and Project Aerial  
Exhibit B: Plans  
Exhibit C: Maintenance Plan Requirements

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**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first above written.

**AGENCY**

City of Delray Beach, a municipal  
Corporation of the State of Florida

By: \_\_\_\_\_ Date: \_\_\_\_\_  
City Mayor

Print name: \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_ Date: \_\_\_\_\_  
City Clerk

Print name: \_\_\_\_\_

**Approved as to form**

\_\_\_\_\_ Date \_\_\_\_\_  
City Attorney

Print name: \_\_\_\_\_

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**IN WITNESS OF THE FOREGOING**, the parties have set their hands and seals the day and year first above written.

**DEPARTMENT:**

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

Sign: \_\_\_\_\_  
Paul A. Lampley, P. E., Director of Operations

Date: \_\_\_\_\_

Approval as to Form:

Sign: \_\_\_\_\_  
Dawn Raduano, District General Counsel

Date: \_\_\_\_\_

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## EXHIBIT A

### PROJECT LOCATION, DESCRIPTION AND AERIAL

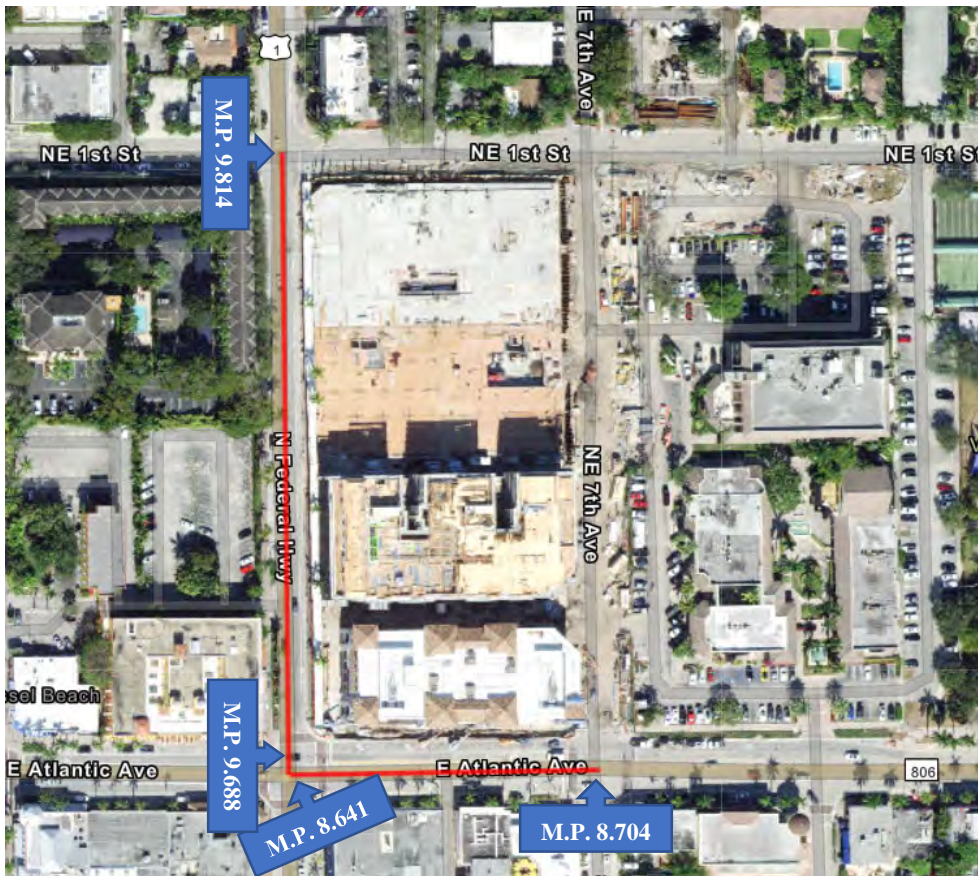
#### I. Project Location

The **IMPROVEMENTS** associated with this Agreement are located within the City of Delray Beach in West Palm Beach County, Florida along SR 806, section 93030000, from M.P. 8.641 to M.P. 8.704, and SR 5, section 93010000, from M.P. 9.688 to M.P. 9.814.

#### II. Description

The proposed project consists of pedestrian lighting.

#### III. Aerial



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**PLANS**

Site Engineering Plan for ATLANTIC CROSSING City of Delray Beach, FL. Plan by Neal B Janov, DCES & Engineering services, dated May 17, 2022, as approved by the Department.

**PLANS (attached)**

**Sheets Included:**

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
14	1	COVER SHEET
15	G-1	GENERAL NOTES
16	C-8	PAVING, GRADING & DRAINAGE PLAN: - SINGLE HEAD POLE ASSEMBLY RT 31.0 - DOUBLE HEAD POLE ASSEMBLY RT 32.0

ATLANTIC CROSSING PARTIL SITE PLAN - PHOTOMETRICS City of Delray Beach, FL. Plan by Andrew J Younggross, Thompson & Younggross Engineering Consultants, LLC, dated September 01, 2022.

**PLANS (attached)**

**Sheets Included:**

PDF Page Number (#)	Plan Sheet (#)	Sheet(s) Description
17	ES1.1	PHOTOMETRICS
18	ES1.2	PHOTOMETRICS

[The remainder of this page intentionally left blank.]

Site Engineering Plan for

ATLANTIC CROSSING  
CITY OF DELRAY BEACH, FLORIDA

OWNER/DEVELOPER

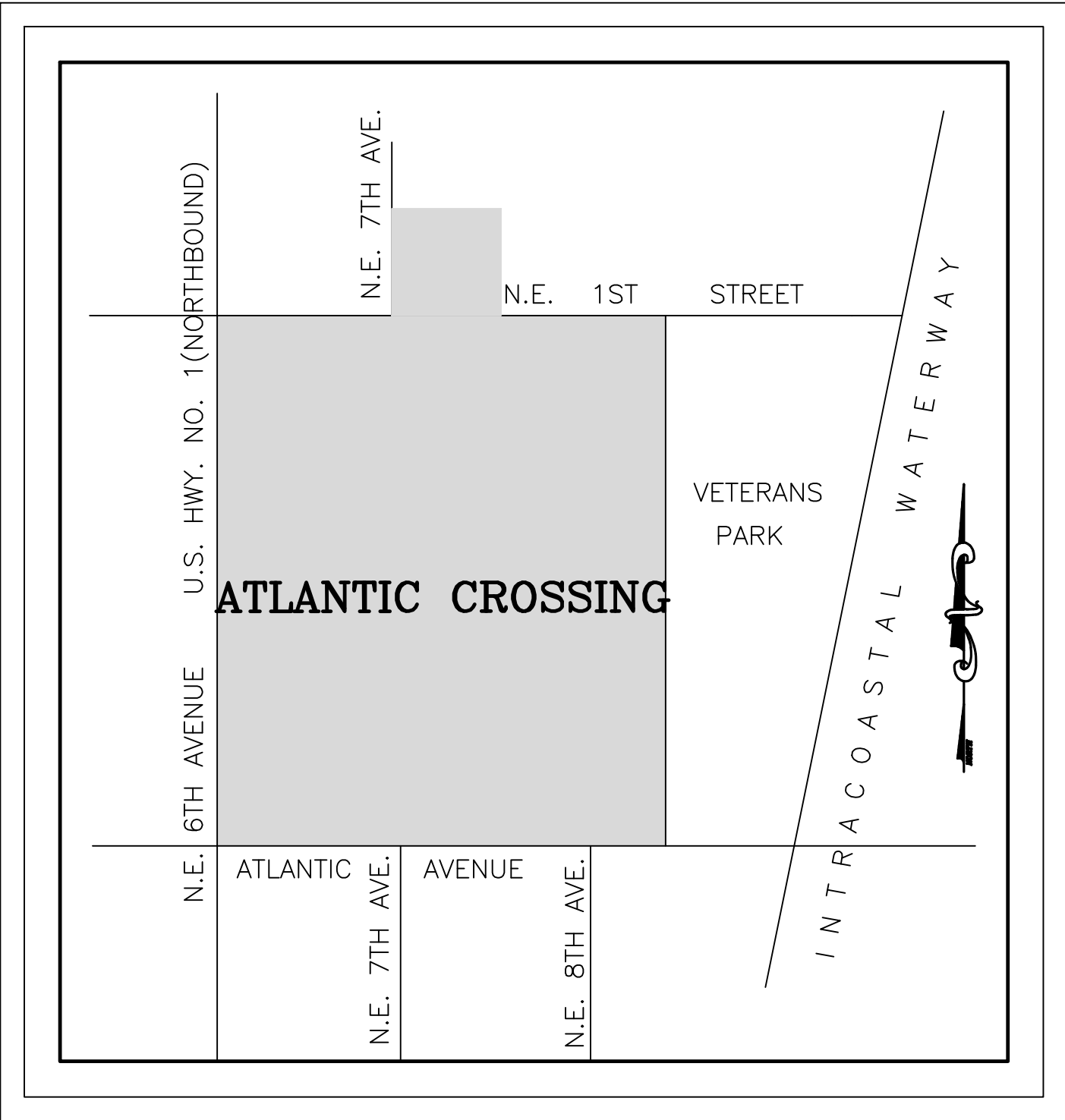
EDWARDS ATLANTIC AVENUE, LLC  
495 S. HIGH STREET, SUITE 150  
COLUMBUS, OH 43215

ENGINEER

DIVERSIFIED CONSTRUCTION &  
ENGINEERING SERVICES  
2295 N.W. CORPORATE BLVD., SUITE 125  
BOCA RATON, FL 33431  
(561) 750-3717

ARCHITECT

LUPTON RAUSH ARCHITECTURE  
430 SOUTH FRONT STREET  
COLUMBUS, OHIO 43215  
(614) 224-9050



LOCATION MAP  
(NOT TO SCALE)

INDEX OF DRAWINGS AS OF 03/02/2021

COVERSHEET	
G-1	GENERAL NOTES
<del>K-1</del>	<del>KEY MAP</del>
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C-2	PAVING, GRADING, & DRAINAGE PLAN
C-3	PAVING, GRADING, & DRAINAGE PLAN
C-4	PAVING, GRADING, & DRAINAGE PLAN
<del>C-5</del>	<del>PAVING, GRADING, &amp; DRAINAGE PLAN</del>
<del>C-6</del>	<del>PAVING, GRADING, &amp; DRAINAGE PLAN</del>
C-7	PAVING, GRADING, & DRAINAGE DETAILS
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<del>C-9</del>	<del>PAVING, GRADING, &amp; DRAINAGE DETAILS</del>
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<del>C-17</del>	<del>WATER DISTRIBUTION DETAILS</del>
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<del>C-19</del>	<del>LIFT STATION PLAN &amp; DETAILS</del>
PM-1	PAVEMENT MARKING & SIGNAGE PLAN (ATLANTIC AVE.)
PM-2	PAVEMENT MARKING & SIGNAGE PLAN (US 1 N.)
PM-3	PAVEMENT MARKING & SIGNAGE DETAILS
<del>EC-1</del>	<del>EROSION CONTROL PLAN</del>
<del>SD-1</del>	<del>SUPPLEMENTAL DRAINAGE PLAN</del>
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<del>SD-4</del>	<del>SUPPLEMENTAL DRAINAGE PLAN</del>
<del>SD-5</del>	<del>SUPPLEMENTAL DRAINAGE DETAILS</del>
<del>SP-1</del>	<del>SANITARY SEWER IN PROFILE</del>

Neal B. Janov, State of Florida, Professional Engineer,  
License No. 21998. This item has been digitally signed and  
sealed by Neal B. Janov, P.E. on May 17, 2022 using a  
Digital Signature. Printed copies of this document are not  
considered signed and sealed and the signature must be  
verified on any electronic copies.

NEAL B. JANOV #21998

DIVERSIFIED CONSTRUCTION

**DCES**

& ENGINEERING SERVICES

2295 N.W. CORPORATE BLVD. #125, BOCA RATON, FL 33431  
561-750-3717 FAX 561-750-3686  
EB #6459

REVISIONS	DATE	DWN.	CHK.

ATLANTIC CROSSING

CITY OF DELRAY BEACH, FL

COVERSHEET

**DCES**

SCALE: NONE

DATE: 12-12-18

DWN. BY: M.A.

CHK. BY: N.B.J.

F.B. PG.

JOB NO.: 1629-07

SHEET: 1 OF 1

NOTES TO CONTRACTOR:

1. EXISTING UNDERGROUND UTILITIES SHOWN HEREON HAVE BEEN PREPARED FROM THE MOST RELIABLE INFORMATION AVAILABLE TO THE ENGINEER. THE ENGINEER ASSUMES NO RESPONSIBILITY FOR THE ACCURACY OF THE FACILITIES SHOWN.
2. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY LOCATION AND DEPTH OF ALL UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF CONSTRUCTION. ALL INSTALLATIONS SHALL BE MADE IN SUCH A MANNER AS NOT TO INTERFERE WITH EXISTING OR NEW UTILITIES, DRAINAGE OR ROADWAY CONSTRUCTION.
3. IF AN EXISTING FACILITY IS FOUND TO BE IN CONFLICT WITH THE PROPOSED CONSTRUCTION UPON EXCAVATION, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE ENGINEER OF RECORD SO THAT APPROPRIATE MEASURES CAN BE TAKEN TO RESOLVE THE CONFLICT.
4. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO SAFEGUARD ALL EXISTING STRUCTURES AND UTILITIES, ANY DAMAGE DONE TO EXISTING UTILITIES SHALL BE REPAIRED BY THE CONTRACTOR AT NO EXPENSE TO THE SUBJECT UTILITY. CALL "SUNSHINE" (1-800-432-4770) 48 HOURS BEFORE DIGGING.
5. CONTRACTOR SHALL MAINTAIN AND ADJUST ALL EXISTING MANHOLE COVERS, HANDHOLE BOXES, METER BOXES AND VALVE BOXES TO FINISHED GRADE AS REQUIRED.
6. INSTALLATION AND MAINTENANCE OF THE STREET LIGHTS SHALL BE THE RESPONSIBILITY OF THE OWNER/DEVELOPER. ONCE INSTALLED AND INSPECTED THE LIGHTS WILL BE TURNED OVER TO THE CITY FOR OPERATION AND MAINTENANCE.
7. ALL EXISTING WATER METERS AND SERVICES ARE TO BE REMOVED BACK TO THE MAIN.
8. ANY TREES OR SHRUBS PLACED WITHIN THE WATER, SEWER OR DRAINAGE EASEMENTS SHALL CONFORM TO THE CITY OF DELRAY BEACH STANDARD DETAILS.
9. NO PROPOSED IMPROVEMENTS, BUILDINGS OR ANY KIND OF CONSTRUCTION CAN BE PLACED ON OR WITHIN ANY WATER, SEWER OR DRAINAGE EASEMENTS, UNLESS APPROVED BY THE CITY OF DELRAY BEACH CITY ENGINEER.
10. NO PROPOSED STRUCTURES SHALL BE INSTALLED WITHIN THE HORIZONTAL DISTANCE OF 10- FEET FROM ANY EXISTING OR PROPOSED WATER, SEWER OR DRAINAGE FACILITIES, UNLESS APPROVED BY THE CITY OF DELRAY BEACH CITY ENGINEER.
11. THE ONLY TYPE OF PAVERS ALLOWED IN THE RIGHT-OF-WAY WILL BE HOLLAND-STONE PAVERS, 45" HERRING BONE, RED/CHARCOAL, COLOR MIX #2. REFER TO SHEET C-2 FOR CITY STANDARD DETAIL RT10.1g.
12. ARCHITECTURAL PAVER INSTALLATION FOR SIDEWALKS AND/OR DRIVEWAYS WITHIN FDOT RIGHT OF WAY SHALL COMPLY WITH CURRENT FDOT STANDARD SPECIFICATIONS S26.
13. CONTRACTOR SHALL PROVIDE THE FDOT (PERMIT OFFICE) A PEDESTRIAN TRAFFIC CONTROL PLAN (TCP) FOR SIDEWALK CLOSINGS ALONG SR-5 PRIOR TO ANY COMMENCEMENT OF PERMITTED WORK.

FDOT RIGHT-OF-WAY NOTES:

1. PERMITTEE WILL COORDINATE (I.E. PRE-CONSTRUCTION MEETINGS, INSPECTIONS, FINAL ACCEPTANCE OF WORK, ETC.) WITH LOUIS BERGER @ 1-888-934-1669 OR EMAIL US1-A1A-PERMITS@LOUISBERGER.COM. COORDINATION WILL INCLUDE A PRE-CONSTRUCTION MEETING 48 HOURS PRIOR TO CONSTRUCTION. CERTIFICATION ACCEPTANCE AND FINAL APPROVAL IS CONTINGENT UPON CONFORMITY OF ALL WORK COMPLETED ACCORDING TO THIS PERMIT AND THE RESTORATION OF THE RIGHT OF WAY.
2. ALL MATERIALS AND CONSTRUCTION WITHIN THE FLORIDA DEPARTMENT OF TRANSPORTATION DESIGN (F.D.O.T.) RIGHT-OF-WAY SHALL CONFORM TO THE LATEST VERSION OF FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION AND LATEST VERSION OF THE STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION".
3. ALL MAINTENANCE OF TRAFFIC M.O.T. FOR THIS PROJECT WILL BE IN COMPLIANCE WITH THE DEPARTMENT'S CURRENT EDITION OF THE DESIGN STANDARDS, (102-### SERIES) AND THE LATEST EDITION OF THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD). THE OPERATIONS ENGINEER OR HIS DESIGNEE RESERVES THE RIGHT TO DIRECT THE REMOVAL/RELOCATION/MODIFICATION OF ANY TRAFFIC DEVICE(S) AT THE PERMITTEE'S SOLE EXPENSE. SPECIAL ATTENTION WILL BE GIVEN TO F.D.O.T. DESIGN STANDARD INDEX 102-601, 102-602, 102-603 AND 102-660.
4. ALL THERMOPLASTIC TRAFFIC STRIPES, MARKINGS AND SIGNAGE WILL BE INSTALLED PER THE F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS.
5. FOR ANY UNDERGROUND WORK, THE CONTRACTOR MUST CONTACT SIGNAL TRAFFIC CONTROL MAINTAINING AGENCY PRIOR TO CONSTRUCTION.
6. IT IS THE PERMITTEE'S RESPONSIBILITY TO OBTAIN FINAL ACCEPTANCE OF PERMITTED WORK (COMPLETED) AND THE RESTORATION OF THE RIGHT-OF-WAY FROM F.D.O.T. PRIOR TO USAGE.
7. PERMITTEE WILL PROVIDE THE NECESSARY DENSITIES IN ACCORDANCE WITH SECTION 125-8 OF THE F.D.O.T. STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION (CURRENT EDITION) PRIOR TO FINAL ACCEPTANCE BY F.D.O.T.
8. PERMITTEE WILL RESTORE THE RIGHT-OF-WAY AS A MINIMUM, TO ITS ORIGINAL CONDITION OR BETTER IN ACCORDANCE WITH FLORIDA DEPARTMENT OF TRANSPORTATION'S LATEST STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION OR AS DIRECTED BY THE RESIDENT OPERATIONS ENGINEER.
9. DURING THE REMOVAL/INSTALLATION OF ANY CURB AND GUTTER SECTION, THE PERMITTEE WILL BE RESPONSIBLE FOR ANY DAMAGE DONE TO THE ADJUTING ASPHALT. THE DAMAGED ASPHALT REPAIR WILL BE IN ACCORDANCE WITH THE CURRENT SPECIFICATIONS AND/OR AS DIRECTED BY THE RESIDENT OPERATIONS ENGINEER. DAMAGED ASPHALT REPAIR SHALL INCLUDE MILLING & RESURFACING THE FULL WIDTH OF BIKE LANE FROM 2ND STREET TO A POINT 5' NORTH OF THE NORTHERN DRIVEWAY RADII.
10. ALL PUBLIC SIDEWALK CURB RAMPS WILL MEET THE ROADWAY & TRAFFIC DESIGN STANDARDS (CURRENT EDITION) INDEX NO. 522-002 CURB/RAMP INSPECTIONS REQUIRED PRIOR TO INSTALLATION OF CONCRETE.
11. PERMITTEE SHALL PROVIDE THE PRODUCER'S CERTIFICATION (DELIVERY TICKET) FOR THE NS CONCRETE-2500 PSI (USED FOR SIDEWALK, CURB & GUTTER, DITCH PAVEMENT AND TRAFFIC SEPARATOR) PRIOR TO FINAL ACCEPTANCE BY THE DEPARTMENT. THE DELIVERY TICKET SHALL CERTIFY THE CONCRETE WAS BATCHED, DELIVERED, AND PLACED IN ACCORDANCE WITH SECTION 347 OF THE F.D.O.T.'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION (CURRENT EDITION).
12. REMOVAL/INSTALLATION OF SIDEWALK WILL BE IN ACCORDANCE WITH F.D.O.T. STANDARD INDEX 522-001.
13. SODDED AREAS WILL BE IN ACCORDANCE WITH STANDARD INDEX 570-010 AND SECTIONS 162, 981, 982, 983, 987 OF THE F.D.O.T.'S STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, LATEST EDITION. ALL DISTURBED AREAS WILL BE SODDED WITHIN ONE (1) WEEK OF INSTALLATION OF SAID PERMITTED WORK.
14. OWNERSHIP OF ALL SUITABLE EXCAVATED MATERIALS WITHIN THE F.D.O.T. R/W, AS DETERMINED BY THE F.D.O.T., SHALL REMAIN IN THE DEPARTMENT UNTIL A FINAL ACCEPTANCE OF THE PERMITTED PROJECT IS FULFILLED. EXCAVATED MATERIALS SHALL BE HAULED BY THE CONTRACTOR, AT THEIR COST & EXPENSE, FROM THE SITE TO THE PALM BEACH OPERATIONS CENTER, 7900 W. FOREST HILL BLVD. OR STOCKPILED IN THOSE AREAS AS DIRECTED BY THE DEPARTMENT, INCLUDING ASPHALT MILLINGS.
15. RESTRICTED HOURS OF OPERATION WILL BE FROM 9:00AM TO 4:00PM, (MONDAY-FRIDAY), UNLESS OTHERWISE APPROVED BY THE OPERATIONS ENGINEER, OR DESIGNEE. MOT SHALL BE PICKED UP BY 4:00 PM AND NOT START BEFORE 9:00AM.
16. PERMITTEE'S CONTRACTORS THAT ARE PERFORMING PERMITTED WORK ACTIVITIES SHALL PROVIDE THE F.D.O.T. (PERMIT OFFICE) PROOF OF A PROPER STATE CONTRACTOR'S LICENSE AND CERTIFICATE OF LIABILITY INSURANCE PRIOR TO ANY COMMENCEMENT OF PERMITTED WORK.
17. PERMIT IS VALID FOR ONE YEAR FROM DATE OF ISSUE.
18. PERMITTEE WILL PROVIDE THE F.D.O.T. WITH CERTIFIED "AS-BUILT" PLANS PRIOR TO FINAL ACCEPTANCE OF THE PERMITTED WORK.
19. PRIOR TO PERMIT CONSTRUCTION, CONTACT THE FDOT PROJECT MANAGER FOR FPID 438386-4 ADHAM NIAEM AT 954-777-4440 TO ENSURE NO PROJECT CONFLICTS MAY EXIST. PRIOR TO ANY WORK REQUIRING LANE CLOSURES, MOBILE OPERATIONS OR TRAFFIC PACING OPERATIONS, THE CONTRACTOR OR PERMITTEE SHALL SUBMIT A REQUEST TO THE DEPARTMENT THAT INCLUDES THE TIME, LOCATION, AND DESCRIPTION OF WORK BEING PERFORMED. THE LANE CLOSURE REQUEST SHALL BE SUBMITTED TO THE DEPARTMENT A MINIMUM OF 2 WEEKS PRIOR TO THE PROPOSED CLOSURE DATE AND MUST BE APPROVED BY THE DEPARTMENT BEFORE WORK REQUIRING THE CLOSURE MAY BEGIN WITHIN THE FDOT RIGHT OF WAY. YOU MUST ALSO COMPLY WITH THE LANE CLOSURE ANALYSIS AS OUTLINED IN THE FDOT DESIGN MANUAL 241.1 & FDM 240.4.2.7. THE REQUEST SHALL BE ENTERED INTO THE LANE CLOSURE INFORMATION SYSTEM (LCIS) BY THE PERMITTEE AT THE FOLLOWING URL, ADDRESS: [HTTPS://WWW.FDOTLOUIS.COM/LOGIN.ASPX](https://www.fdotlouis.com/login.aspx). EACH REQUEST WILL BE REVIEWED BY THE APPROPRIATE DEPARTMENT PERSONNEL FOR COMPLIANCE WITH CONTRACT OR PERMIT REQUIREMENTS AND COORDINATION WITH ADJACENT PROJECTS OR WORK ACTIVITIES. IN ORDER TO BEGIN USING LCIS, A REGISTRATION IS REQUIRED IN THE LINK ABOVE. WHEN YOU REGISTER, SET UP YOUR OWN USER NAME AND PASSWORD. IT TAKES ABOUT TWO DAYS FOR US TO AUTHENTICATE AND APPROVE.
20. PRECONSTRUCTION AND PERMIT CLOSE-OUT INSPECTIONS CONTACT INFORMATION: THIS PERMIT IS VALID ONLY FOR WORK PROPOSED WITHIN THE D.O.T. RIGHT OF WAY. CONTACT LOUIS BERGER ASSET MAINTENANCE CONTRACTOR (US1-A1A-PERMITS@LOUISBERGER.COM) AT 786-314-6006 TO SCHEDULE A PRE-CONSTRUCTION MEETING 48 HOURS PRIOR COMMENCEMENT OF CONSTRUCTION. CERTIFICATION OF ACCEPTANCE AND FINAL APPROVAL IS CONTINGENT UPON CONFORMITY OF ALL WORK DONE ACCORDING TO THIS APPROVED PERMIT AND SHALL BE FOLLOWED UP AT THE END OF CONSTRUCTION WITH A FINAL INSPECTION OF THE WORK IN FDOT RIGHT-OF-WAY.
21. MAINTENANCE OF TRAFFIC (LANE CLOSURES ON THE STATE ROAD SYSTEM OCCURRING DURING PEAK HOURS 7:00-9:00 AM OR 4:00-6:00 PM), LASTING OVER 24 HOURS AND/OR AT LIMITED ACCESS FACILITIES MUST CONTACT GUILLERMO CANEDO (GUILLERMO.CANEDO@DOT.STATE.FL.US) AT 954-777-4302, TWO WEEKS PRIOR CLOSURES.

Neal B. Janov, State of Florida, Professional Engineer,  
License No. 21998. This item has been digitally signed and  
sealed by Neal B. Janov, P.E. on May 17, 2022 using a  
Digital Signature. Printed copies of this document are not  
considered signed and sealed and the signature must be  
verified on any electronic copies.

NEAL B. JANOV #21998

DIVERSIFIED CONSTRUCTION  
**DCES**  
& ENGINEERING SERVICES

2295 N.W. CORPORATE BLVD. #125, BOCA RATON, FL 33431  
561-750-3717 FAX 561-750-3686  
EB #6459

REVISIONS	DATE:	DWN.:	CHK.:
1. UPDATED F.D.O.T. INDICES	01-12-21	M.A.	
2. UPDATED PER F.D.O.T. COMMENTS	08-03-21	M.A.	
3.			
4.			
5.			
6.			
7.			
8.			

ATLANTIC CROSSING  
CITY OF DELRAY BEACH, FL

GENERAL NOTES

**DCES**

SCALE: NONE

DATE: 5-17-13

DWN. BY: M.K.

CHK. BY: N.B.J.

F.B. PG.

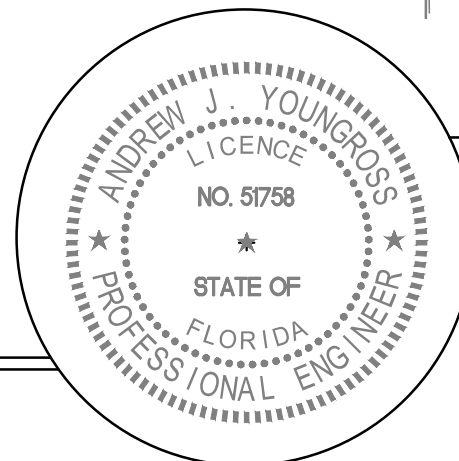
JOB NO.:  
1629-07

SHEET: C-1 OF 1



# Atlantic Crossing

Project Number: 212006



10	04-29-22	SPRAB RE-SUBMITTAL
#	DATE:	ISSUE / REVISIONS:
	09-17-13	RESPONSE TO STAFF COMMENTS
	10-29-13	10/18 STAFF RESPONSE
1	11-14-14	RESPONSE TO 2.12.14 STAFF COMMENTS
2	11-17-15	STAFF COMMENTS
3	12-21-15	STAFF COMMENTS
4	01-12-16	STAFF COMMENTS
5	02-24-16	STAFF COMMENTS
6	04-21-17	SETTLEMENT MODIFICATION
7	05-10-17	RESPONSE TO STAFF COMMENTS
8	05-20-19	SPRAB RE-SUBMITTAL
9	07-17-20	SPRAB RE-SUBMITTAL



## PARTIAL SITE PLAN -PHOTOMETRICS

DRAWN BY: AJY

SHEET NUMBER

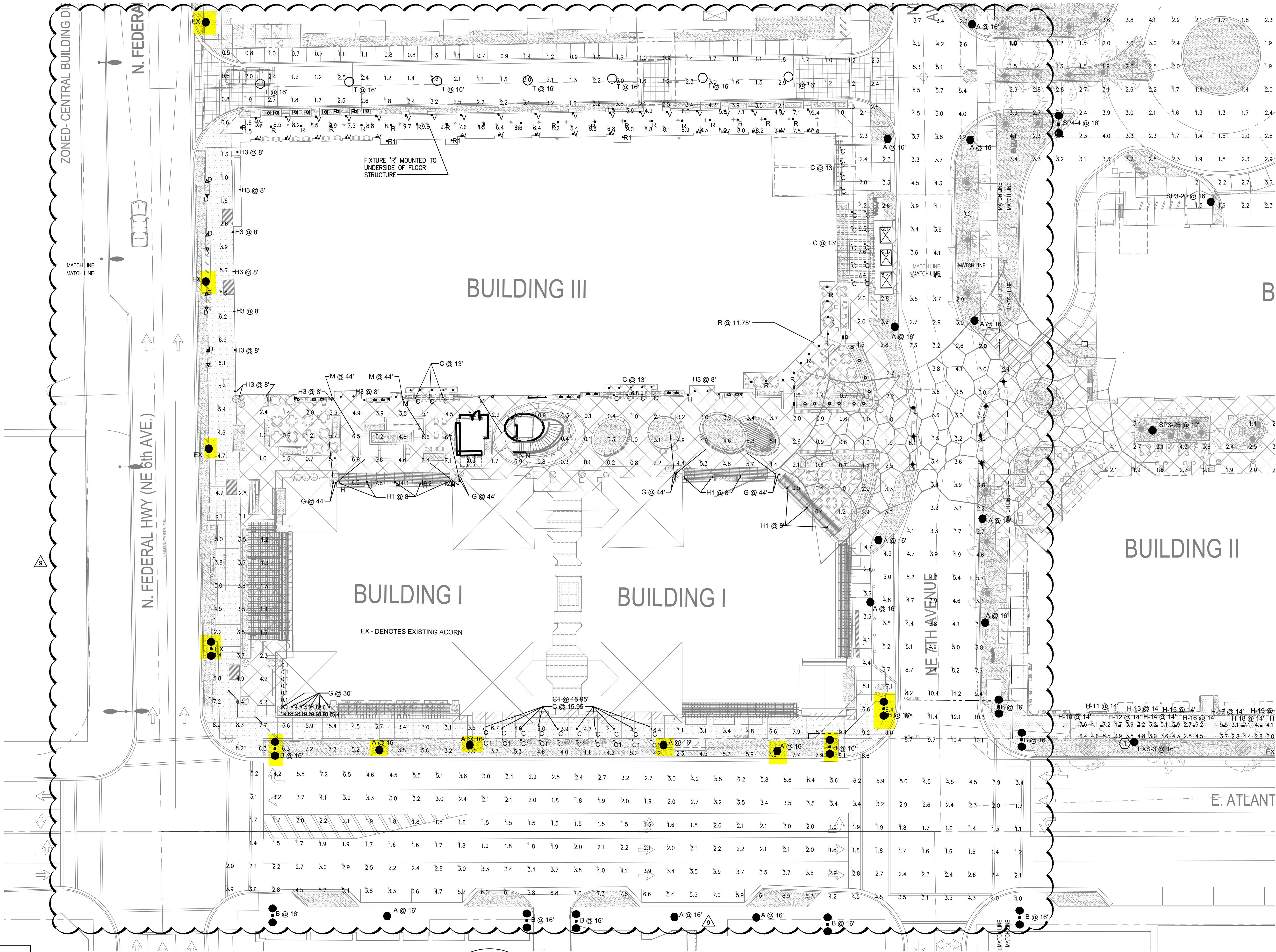
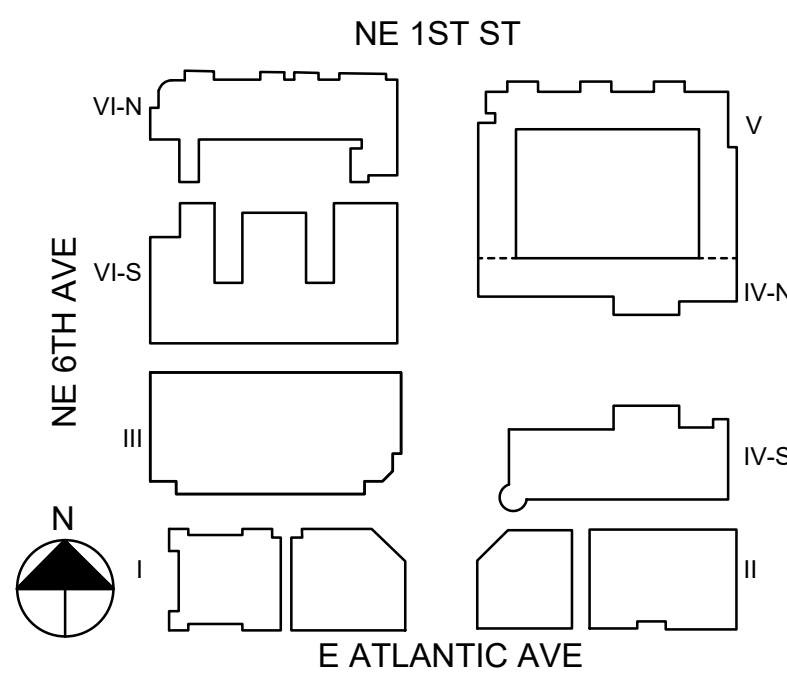
# ES1.1

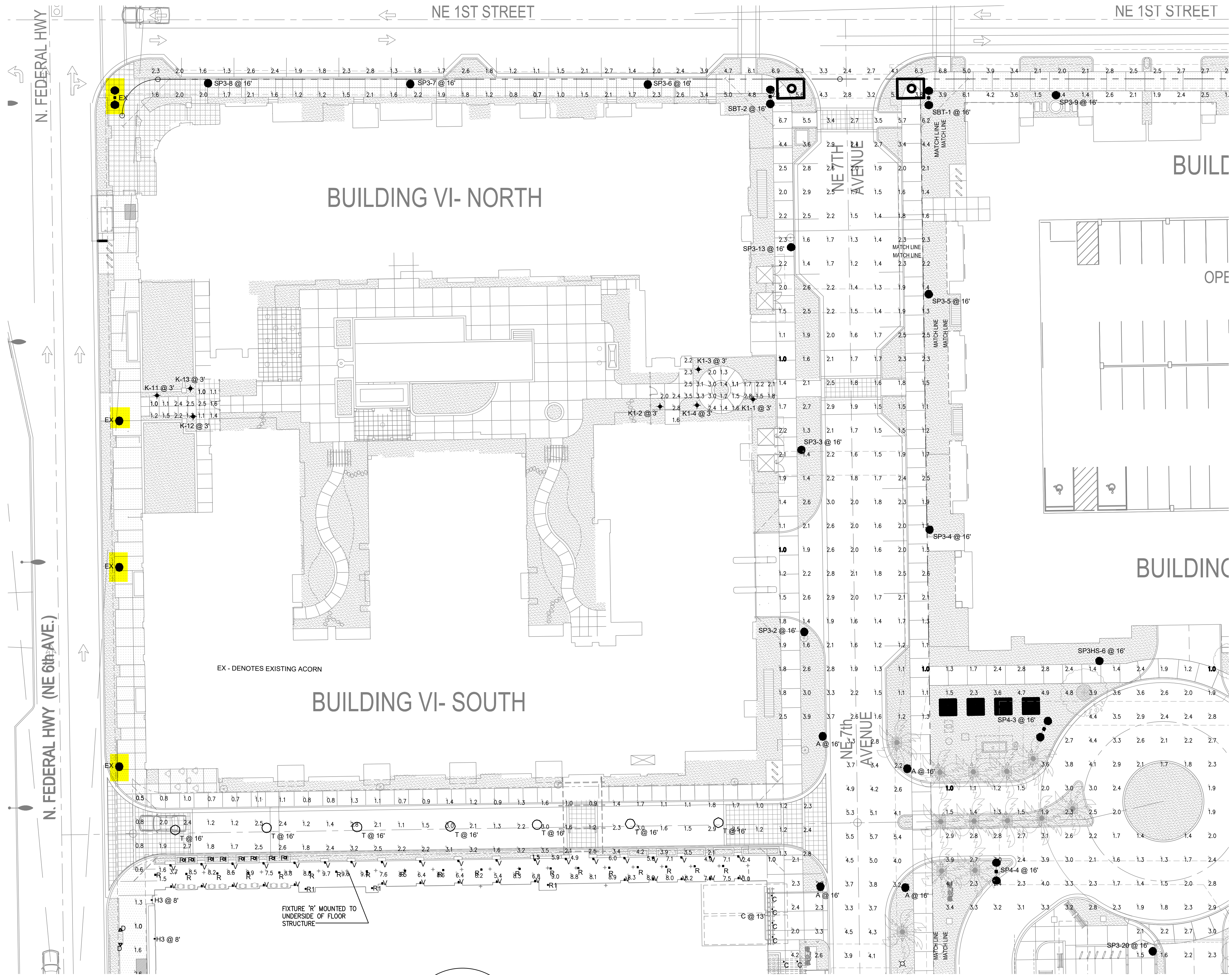
SCALE: 1" = 20'

DATE: 06.18.2013

### KEY NOTES:

- EXISTING CITY LIGHT POLE SHALL BE REPLACED WITH NEW CITY STANDARD LED LIGHT POLE (ACORN STYLE)
- EXISTING CITY LIGHT POLE SHALL BE REMOVED.





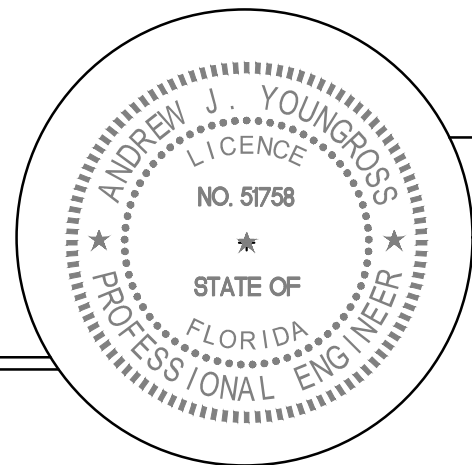


**KEPHART**  
community ■ planning ■ architecture

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# Atlantic Crossing

Project Number: 212006



10	04-29-22	SPRAB RE-SUBMITTAL
#	DATE:	ISSUE / REVISIONS:
	09-17-13	RESPONSE TO STAFF COMMENTS
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1	11-14-14	RESPONSE TO 2.12.14 STAFF COMMENTS
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3	12-21-15	STAFF COMMENTS
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5	02-24-16	STAFF COMMENTS
6	04-21-17	SETTLEMENT MODIFICATION
7	05-10-17	RESPONSE TO STAFF COMMENTS
8	05-20-19	SPRAB RE-SUBMITTAL
9	07-17-20	SPRAB RE-SUBMITTAL



**THOMPSON & YOUNGROSS**  
ENGINEERING CONSULTANTS, LLC  
CERTIFICATE OF AUTHORIZATION  
NO. 25996

202 CLINT MOORE ROAD, SUITE 142  
BOCA RATON, FLORIDA, 33487  
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561-274-0200  
561-274-0222

## PARTIL SITE PLAN -PHOTOMETRICS

DRAWN BY: AJY

SHEET NUMBER

# ES1.2

SCALE: 1" = 20'

DATE: 06.18.2013

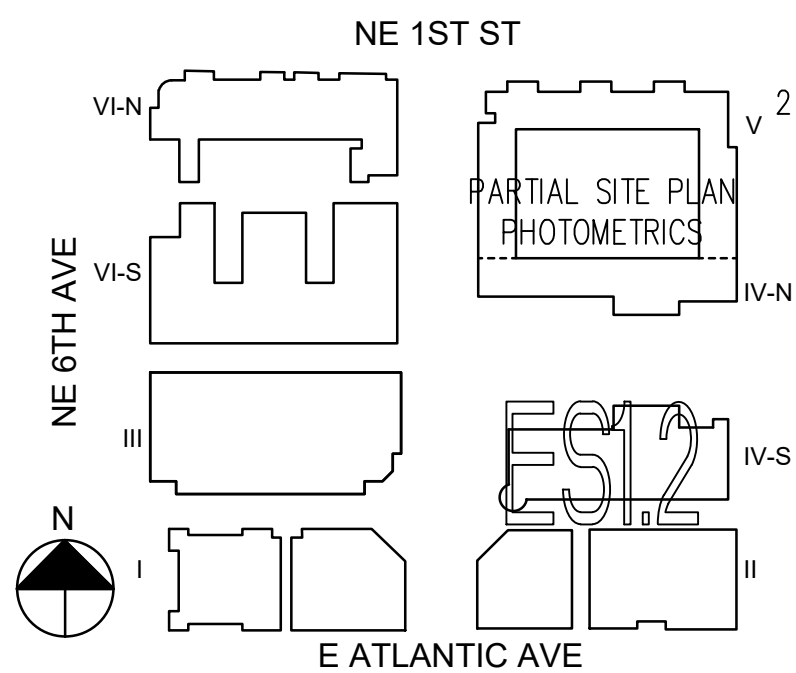


EXHIBIT C

**MAINTENANCE PLAN REQUIREMENTS**

In reference to Maintenance to be performed under this Agreement, the **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing any maintenance or repairs to the **IMPROVEMENTS** in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan shall be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The **AGENCY** shall comply with the **DEPARTMENT's** applicable Maintenance Rating Program Standards. The plan should at minimum detail how the **AGENCY** will address the following:

1. Providing for continuous traffic control and necessary traffic control devices as required for the safe movement of traffic of vehicular and pedestrian traffic past the location of the structure being repaired for the duration of the repair in accordance with **DEPARTMENT** Standards, Procedures and Specifications.
2. Protection of adjacent surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets during the preparation and recoating of surfaces.
3. Containment of debris or materials used in or resulting from the repair

After the maintenance plan is approved, the **AGENCY** shall submit a work plan to the **DEPARTMENT** for approval prior to each repair to be performed detailing:

1. The proposed date of the repair
2. The location of the repair
3. The nature of the repair
4. The materials to be used for the repair