15-159431

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

this hold harmless agreement (Agreement), is entered into this day of November, 2015 by and between the CITY OF DELRAY BEACH, FLORIDA, (hereinafter referred to as "CITY") and SRD Building Corp., (hereinafter referred to as "DEVELOPER").

WITNESSETH:

WHEREAS, DEVELOPER wishes to install/construct utilities in the right-of-way of the State of Florida; and

WHEREAS, the CITY is required to sign the permit on behalf of the DEVELOPER 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 DEVELOPER in the State right-of-way; and

WHEREAS, this Agreement shall provide that **DEVELOPER** shall hold harmless and defend the **CITY** and the State for the work performed in the State right-of-way by the **DEVELOPER**, its 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:

- The recitations set forth above are incorporated herein.
- 2. **DEVELOPER** shall at all times hereafter indemnify, hold harmless, and at the **CITY'S** option, defend or pay for an attorney selected by the City Attorney to defend **CITY**, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional or negligent act of, or omission of,

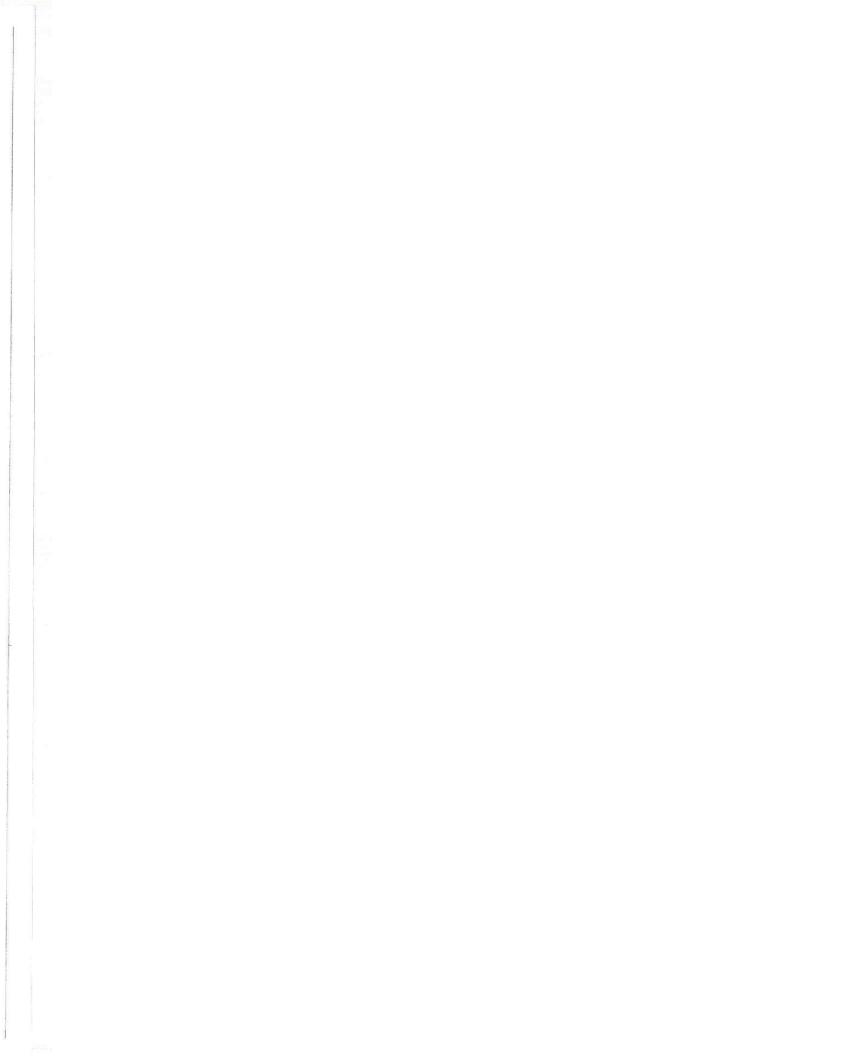
DEVELOPER, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against CITY by reason of any such claim, cause of action or demand, DEVELOPER shall, upon written notice from CITY, resist and defend such lawsuit or proceeding by counsel satisfactory to CITY or, at CITY'S option, pay for an attorney selected by City Attorney to defend CITY. The provisions and obligations of this section shall survive the expiration or earlier termination of this Agreement.

- 3. **DEVELOPER** warrants and guarantees to the **CITY** that all work on the utility improvement shall be constructed in accordance with the applicable codes of the City of Delray Beach and the State of Florida. The **DEVELOPER'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. **DEVELOPER** shall deliver this agreement to its Surety. The Surety shall be bound with and for the **DEVELOPER** in the **DEVELOPER**'S faithful observance of the guarantee.
- 4. **DEVELOPER**, shall supervise and direct the installation and construction of the utility improvement, applying such skills and expertise as may be necessary to perform the work in accordance with the approved engineering plans. **DEVELOPER** shall be solely responsible

for the means, methods, techniques, sequences and procedures of the construction and installation of the utility improvement.

DEVELOPER agrees to include the following terms in any contract entered into between DEVELOPER and any contractor selected by DEVELOPER 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

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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.

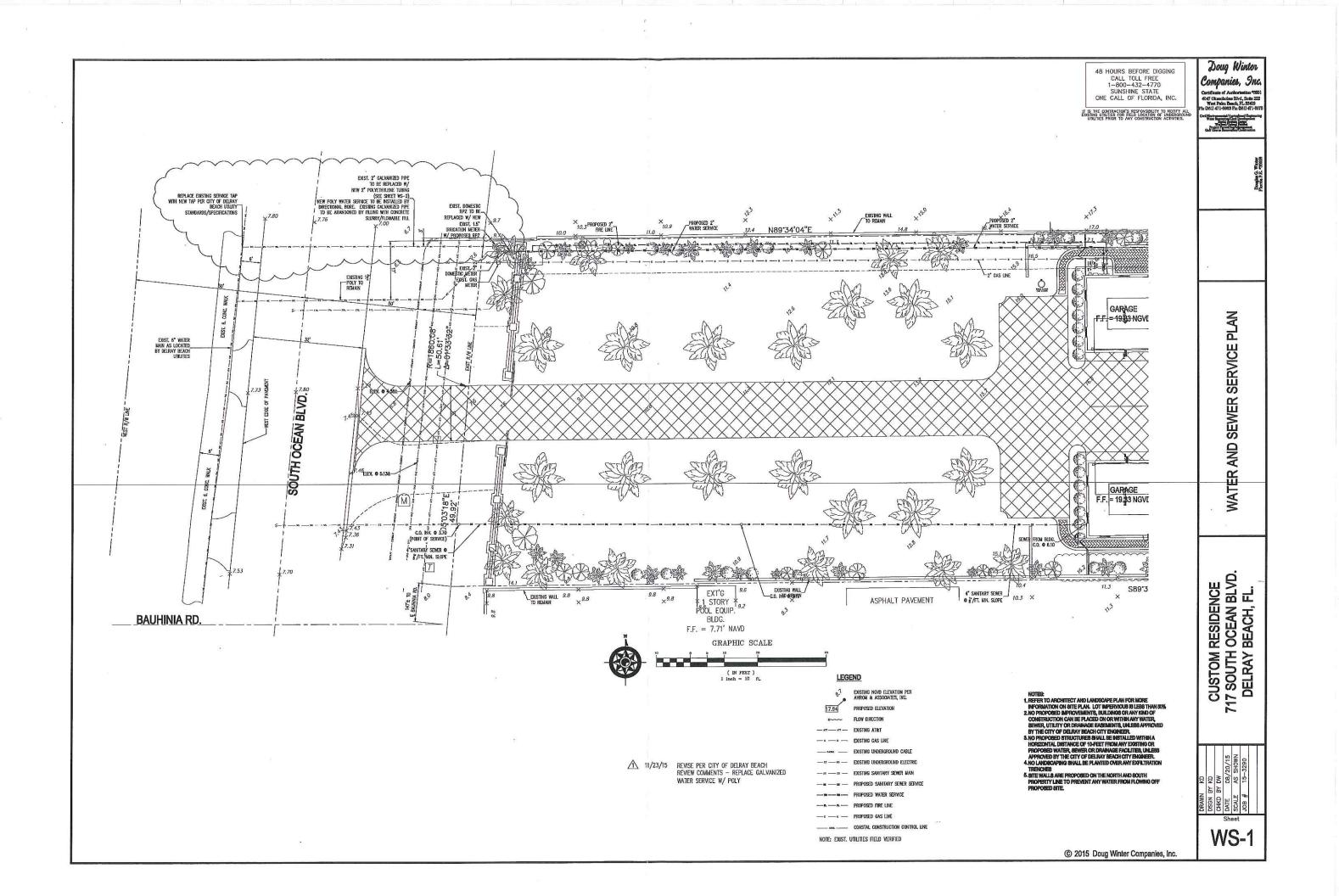
- 6. Any claims, lawsuits or disputes that may arise under this Agreement shall be governed by the Laws of Florida, with venue in Palm Beach County, Florida.
- 7. This Agreement constitutes the entire agreement and understanding of the parties, as it pertains to the construction or installation of the utility. 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. **DEVELOPER** or its contractor 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. **DEVELOPER** or its contractor 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. **DEVELOPER** shall be bound by all the terms and conditions found in the Utility Permit Agreement between the CITY and the State for this project and attached hereto as Exhibit "A".
- 11. This agreement shall not be valid unless signed by the City's Mayor and City Clerk.

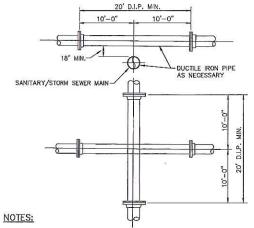
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IN WITNESS WHEREOF, the parties hereto have entered into this agreement the day and year first written above. ATTEST: CITY OF DELRAY BEACH, FLORIDA By: City Clerk Cary Glickstein, Mayor Approved as to Form: City Attorney WITNESSES DEVELOPER STEVE 2 DINGE Address: 21 S.E. 545+, #101

Boca RatporFL 33452 (Print or Type Name) Phone: 561-395-2150 STATE OF FLORIDA

COUNTY OF PALM BEACH
The foregoing instrument was acknowledged before me this day of November, 2015 by Scott R. Dicks resident (name of officer or agent, title of officer or agent) of SRD Building (name of corporation acknowledging), a Bock Ratio Fi (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced (type of identification) as identification and did)(did not) take
an oath. Danielle Mason Sanuth Man
NOTARY PUBLIC STATE OF FLORIDA Comm# FF210394 Explres 3/16/2019 Signature of Notary Public- State of Florida



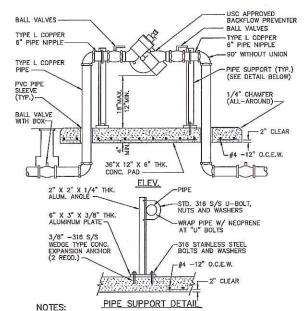


- 1. STORM AND SANITARY SEWERS CROSSING UNDER WATER MAINS SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE INVERT OF THE UPPER PIPE AND THE CROWN OF THE LOWER PIPE. WHERE THIS MINIMUM SEPARATION CANNOT BE MAINTAINED. THE CROSSING SHALL BE ARRANGED SO THAT THE SEWER PIPE JOINTS AND WATER MAIN JOINTS ARE EQUIDISTANT FROM POINT OF CROSSING WITH NO LESS THAN (10) FEET BETWEEN ANY TWO JOINTS AND BOTH PIPES SHALL BE DLP, WHERE THERE IS NO ALTERNATIVE TO SEWER PIPES CROSSING OVER A WATER MAIN, THE ORTER AFOR MINIMUM SEPARATION BETWEEN LINES AND JOINTS IN THE MAIN, THE ORTER AFOR MINIMUM SEPARATION BETWEEN LINES SHOW JOINTS IN THE OF SEPARATION, DLP, IS NOT REQUIRED FOR STORM SEWERS SO DLP, IRRESPECTIVE OF SEPARATION, DLP, IS NOT REQUIRED FOR STORM SEWERS MAIN AND STORM OR SANITARY SEWER MAIN, AS A MINIMUM.

 5. FORCE MAIN CROSSING WATER MAIN SHALL BE LAID TO PROVIDE A MINIMUM VERTICAL DISTANCE OF 18 INCHES BETWEEN THE OUTSIDE OF THE FORCE MAIN AND THE OUTSIDE OF THE FORCE MAIN AND THE OUTSIDE OF THE FORCE MAIN AND THE OUTSIDE OF THE WATER MAIN WITH WATER MAIN WATER MAIN CROSSING OVER FORCE MAIN WINHUM VERTICAL SHALL ERCOSS UNDER WATERMAINS WITH A MINIMUM VERTICAL SERVICE LATERALS SHALL ERCOSS UNDER WATERMAINS WITH A MINIMUM VERTICAL

- 4. SEWER SERVICE LATERALS SHALL CROSS UNDER WATERMAINS WITH A MINIMUM VERTICAL SEPARATION OF EIGHTEEN (18) INCHES. IF EIGHTEEN (18) INCHES VERTICAL SEPARATIO CANNOT BE MAINTAINED, THEN THE WATERMAIN SHALL BE D.J.P. AND THE SANITARY LATERAL C-900 SDR18 OR BETTER AND THE MINIMUM SEPARATION SHALL BE SIX (6) INCHES.
- INCHES.

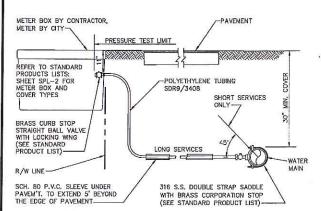
 5. WHEN IT IS NOT POSSIBLE FOR THE WATER MAIN TO CROSS OVER THE SEWER SERVICE
 LATERAL A MINIMUM VERTICAL SEPARATION OF AT LEAST TWELVE (12) INCHES MUST BE
 MAINTAINED. THE WATERMAIN SHALL BE D.I.P. AND THE SEWER LATERAL SHALL BE
 C-900 SDR-18 OR BETER. WATER MAIN & SEWER CONFLICT DETAIL PW 2.1



1. ABOVE GRADE PIPING SHALL BE BRASS OR TYPE "L" COPPER TUBING 2. ALL COPPER JOINTS SHALL BE MADE WITH 95/5 SOLDER.

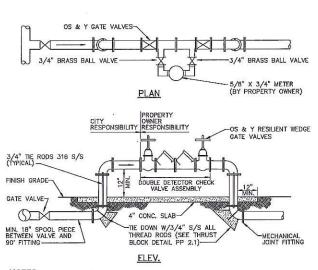
RPZ BACKFLOW PREVENTER IS REQUIRED IN ACCORDANCE WITH CITY OF DELRAY BEACH CODE OF ORDINANCES TITLE V, CHAPTER 52.80.

REDUCED PRESSURE ZONE BACKFLOW PREVENTER PW 10.2



- SUCCESSIVE TAPS INTO THE WATER MAIN SHALL BE SPACED A MINIMUM OF 18" ON CENTER.
- ALL METERS REQUIRE A LOCKING BRASS CURB STOP WITH LOCK WING (1"MIN.).
- NO FITTINGS BETWEEN CORPORATION STOP AND BRANCH ASSEMBLY.
- 5. MAXIMUM SERVICE LENGTH IS 100' TO METER.
- 6. CASING PIPE I.D. SHALL BE SERVICE O.D. PLUS 1" MINIMUM
- MINIMUM BEND RADIUS ON SERVICES SHALL BE 14". ON ALL SERVICES BEHIND METER.
- METER SIZE WILL BE DETERMINED BY PUBLIC UTILITIES DEPT. UPON APPLICATION FOR SERVICE.
- 9. ALL VALVES TO BE BALL VALVES.
- 10. METER BOX SHALL BE PROVIDED AND INSTALLED BY CONTRACTOR.

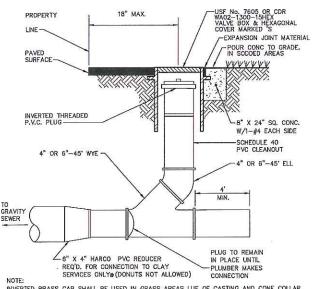
TYPICAL SERVICE CONNECTION DETAIL PW 9.1



NOTES:

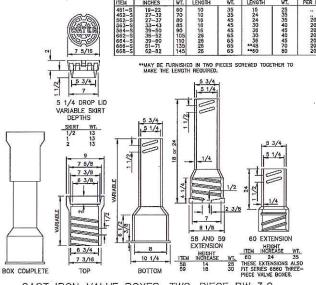
- ALL PIPE AND FITTINGS SHALL BE CLASS 52 DUCTILE IRON CEMENT LINED WITH CEMENT LINED DUCTILE IRON FLANGE FITTINGS FOR ABOVE GROUND USE. MECHANICAL JOINT SHALL BE USED UNDERGROUND IN ACCORDANCE WITH AWMA STANDARDS.
- THE DOUBLE DETECTOR CHECK VALVE ASSEMBLY SHALL MEET AWWA C511-89, AND APPROVAL OF ENVIRONMENTAL SERVICES DEPARTMENT.
- CERTIFICATION OF PROPER INSTALLATION AND OPERATION WILL BE REQUIRED FROM A CERTIFIED BACKFLOW PREVENTION TECHNICIAN PRIOR TO WATER MAIN ACCEPTANCE BY THE CITY OF DELRAY BEACH.
- THE PROPERTY OWNER SHALL BE RESPONSIBLE FOR THE PROPER OPERATION, MAINTENANCE AND TESTING OF THE DOUBLE DETECTOR CHECK VALVE ASSEMBLY.
- 5, BOLLARDS TO BE USED IF THE ASSEMBLY IS WITHIN 5' OF THE PAVEMENT, REFER TO BOLLARD DETAIL PW 5.2.

DOUBLE DETECTOR CHECK VALVE DETAIL PW 10.1

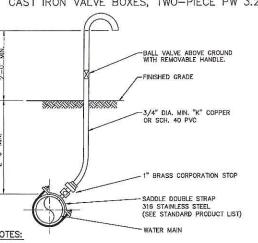


INVERTED BRASS CAP SHALL BE USED IN GRASS AREAS LUE OF CASTING AND CONE COLLAR.

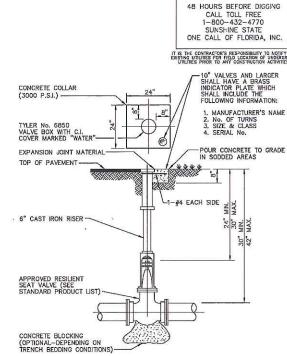
TYPICAL CLEANOUT DETAIL WW 5.1



CAST IRON VALVE BOXES, TWO-PIECE PW 3.2

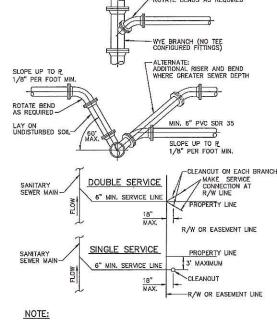


- 2. IF SAMPLE POINT IS NOT AT SERVICE LINE OR FIRE HYDRANT, CORP. STOP SHALL BE SHUT OFF AT MAIN AND ALL TUBING SHALL BE REMOVED, AFTER SATISFACTORY BACTERIOLOGICAL TESTING.
- 3. IF AT ALL POSSIBLE SAMPLE POINT SHALL NOT BE LOCATED IN A TRAFFIC AREA. TYPICAL SAMPLE POINT PW 7.1



NOTES:

- 1. CONCRETE COLLAR IS NOT REQUIRED IN PAVED AREAS
- WHEN VALVE IS DEEPER THAN 30" AN EXTENSION WITH UNIVERSAL JOINT SHALL BE REQUIRED TO BRING OPERATING NUT 24"-30" BELOW FINISHED GRADE EXTENSION BOLTS & NUTS SHALL BE 316 STAINLESS STEEL. A 316 STAINLESS STEEL CENTERING PLATE SHALL ALSO BE REQUIRED.
- AT DEAD END OR WHERE MAIN LINES CHANGE DIRECTION, VALVES SHALL BE RESTRAINED USING "MEGALUGS", TIERODS, OR OTHER APPROVED RESTRAINT. TYPICAL GATE VALVE DETAIL 4" THRU 12" PW 3.1



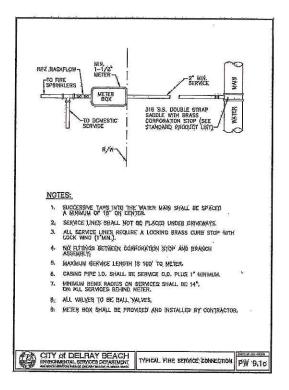
- SERVICE LATERALS SHALL TERMINATE INSIDE P LAT A DEPTH OF 3 FEET. WITH CLEANOUT AND MARKED WITH A 2"X 4" TREATED STAKE.
- 2. CLEANOUT INSTALLATION SHALL BE PROPERTY OWNERS RESPONSIBILITY AND SHALL BE INSTALLED BY LICENSED PLUMBER.

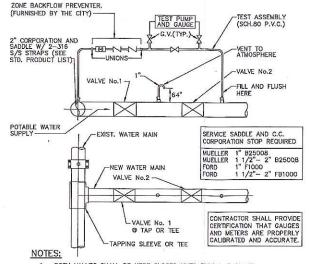
SEWER SERVICE CONNECTIONS DETAIL WW 4.1

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Doug Winter Companies, Inc. DETAILS SEWER AND WATER / I RESIDENCE 1 OCEAN BLVD. 7 BEACH, FL. CUSTOM F 717 SOUTH (DELRAY E 집 점 및 용 원 ² 高高 CHKD
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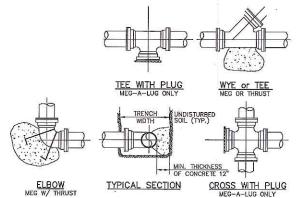
WS-2





- BOTH VALVES SHALL BE KEPT CLOSED UNTIL FILLING, FLUSHING AND BACTERIOLOGICAL TESTING IS COMPLETED AND APPROVED.
- 2. GAUGE AND RISER TO BE REMOVED AFTER PRESSURE TEST.
- 3. CITY SHALL BE NOTIFIED BEFORE FILLING AND FLUSHING.
- 4. AFTER RELEASE FROM THE HEALTH DEPARTMENT, BOTH VALVES TO BE LEFT OPEN WITH VALVE BOX INSTALLED ON BOTH VALVES.
- 5. PRESSURE TEST PUMP MAY CONNECT TO SERVICE LINE, FIRE HYDRANTS OR BLOWOFF. NO EXTRA TAPS ARE PERMITTED SOLELY FOR TESTING PURPOSES UNLESS PRECEEDING ARE NOT PRESENT IN TEST SECTION.
- TAPPING SADDLE OR SLEEVE (PER CURRENT CITY PRODUCT LIST) IS REQUIRED ON EXISTING MAIN.
- 7. SETUP FOR ALL DOUBLE VALVE CONNECTIONS TO INCLUDE ATMOSPHERE VENTS AS SHOWN ABOVE.
- 8. OUTLET ON VENT TO ATMOSPHERE A MINIMUM 24" ABOVE EXISTING GRADE.

FILL & FLUSH DETAIL PW 1.1



PIPE DIA.	90. EFBOM	45" ELBOW		111/4" ELBOW		
inches)	CONC.(cu.ft.)	CONC.(cu.ft.)	CONC.(cu.ft.)	CONC.(cu.ft.)	CONC.(cu.ft.)	CONC.(cu.ft.)
2"	0.5	0.5	0.5	0.5	0.5	0.5
3"	1.0	1.0	1.0	1.0	1.0	1.0
4"	1.2	1.0	1.0	1.0	1.0	1.0
6"	2.6	1.4	1.0	1.0	1.0	1.0
8"	4.6	2.5	1.3	1.0	3.3	3.3
10"	7.3	3,9	2.0	1.0	5.9	5.9
12"	10.0	5.7	2.9	1.5	7.7	7.7
14"	14.2	7.7	3.9	2.0	10.0	10.0
16"	18.5	10.0	5.6	2.6	13.4	13.4
18"	23.4	12.7	6.5	3.3	16.6	16.5
20"	28.8	15.6	8.0	4.7	20.0	20.0
24"	417	00.7	40.0			

24" 41.7 22.3 10.2 5.9 29.0 29.0

1. THRUST BLOCKS SHALL BE FORMED AND POURED AGAINST UNDISTURBED SOIL, KEEP "T" BOLTS CLEAR OF CONCRETE, WRAPPED IN 6 MIL VINTL PLASTIC PROTECTOR FOR FUTURE ACCESS, WITH A MINIMUM OF 1" CONCRETE THICKNESS BETWEEN THE FITTING AND SOIL.

2. BEFORE POURING, PLUGS SHALL BE WRAPPED WITH VISQUEEN AND A BOARD PLACED IN FRONT.

3. CONCRETE SHALL BE 2500 P.S.I. MINIMUM.

TYPICAL JOINT RESTRAINING DETAIL FOR PRESSURE PIPE DETAIL PP 2.1

ALL WATER MAIN, INCLUDING FITTINGS, REGARDLESS OF SIZE OR MATERIAL SHALL BE COLOR CODED OR MARKED USING BLUE AS THE PREDOMINANT COLOR. PIPE STRIPED DURING MANUFACTURING OF THE PIPE SHALL HAVE BLUE STRIPES THAT RUN PARRALEL TO THE AXIS OF THE PIPE AND LOCATED AT NO GREATER THAN 90-DECREE INTERVALS AROUND THE PIPE, AND WILL REMAIN INTACT DURING AND AFTER INSTALLATION OF THE PIPE. IT TAPE OR PAINT IS USED TO STRIPE PIPE DURING INSTALLATIONOF THE PIPE, THE TAPE OR PAINT SHALL BE APPLIED IN A CONTINUOUS LINE THAT RUNS PARALLEL TO THE AXIS OF THE PIPE AND THAT IS LOCATED ALONG THE TOP OF THE PIPE.

WATER MAIN COLOR CODING

48 HOURS BEFORE DIGGING CALL TOLL FREE 1-800-432-4770 SUNSHINE STATE ONE CALL OF FLORIDA, INC.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO NOTIFY ALL EXISTING UTILITIES FOR FIELD LOCATION OF UNDERGROUND UTILITIES PRIOR TO ANY CONSTRUCTION ACTIVITIES.

Companies, Inc.

Doug Winter

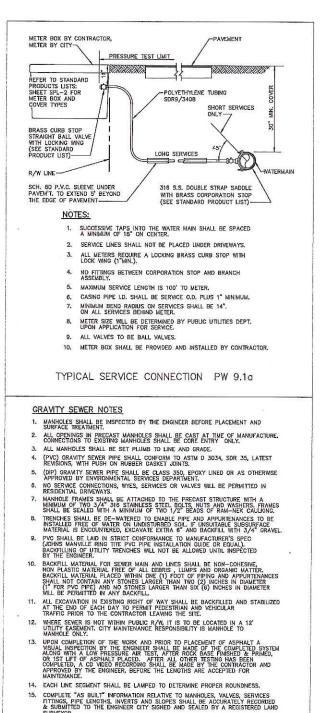
DETAIL SEWER AND

WATER.

CUSTOM RESIDENCE 717 SOUTH OCEAN BLVD. DELRAY BEACH, FL.

à à CHKD I DATE SCALE

WS-3



16. AT THE END OF THE ONE (1) YEAR WARRANTY PERIOD THE DEVELOPER/CONTRACTOR WILL T.V. INSPECT, AIR TEST EVERY JOINT, AND CHECK MANHOLE JOINTS AND CONNECTIONS TO DETERMINE IF REPAIRS ARE NECESSARY BEFORE THE WARRANTY BOND IS RELEASED. GRAVITY SEWER NOTES WW 1.1