

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

**THIS HOLD HARMLESS AGREEMENT (Agreement)**, is entered into this 17<sup>th</sup> day of MAY, 2017 by and between the **CITY OF DELRAY BEACH, FLORIDA**, (hereinafter referred to as "**CITY**") and SIGNATURE DEVELOPMENT INC, LLC, (hereinafter referred to as "**DEVELOPER**").

**W I T N E S S E T H:**

**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:

1. 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.

5. **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

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.

IN WITNESS WHEREOF, the parties hereto have entered into this agreement the day and year first written above.

ATTEST:

**CITY OF DELRAY BEACH, FLORIDA**


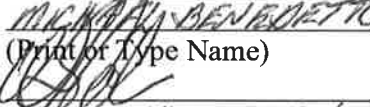
By: \_\_\_\_\_  
City Clerk

By: \_\_\_\_\_  
Cary Glickstein, Mayor

Approved as to Form:


By: \_\_\_\_\_  
City Attorney

WITNESSES

  
MICHAEL BENEDETTO  
(Print or Type Name)  
  
PHILIP M. COLNON  
(Print or Type Name)

DEVELOPER:

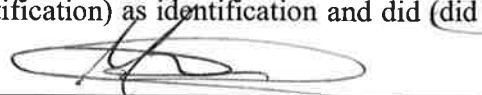
SIGNATURE DEVELOPMENT 1040, LLC

By:   
PHILIP M. COLNON  
(Print or Type Name)

Address: 1420 NEPTUNE DR.  
STE. N.  
BOYNTON BEACH, FL 33426  
Phone: 561-742-8992

STATE OF FLORIDA  
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this 18<sup>th</sup> day of MAY, 2017 by PHILIP COLNON (name of officer or agent, title of officer or agent) of SIGNATURE DEVELOPMENT 1040, LLC (name of corporation acknowledging), a FLORIDA (state or place of incorporation) corporation, on behalf of the corporation. He/She is personally known to me or has produced PERSONALLY KNOWN (type of identification) as identification and did (did not) take an oath.



Signature of Notary Public-  
State of Florida

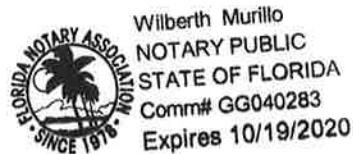




Exhibit A

UTILITY PERMIT

17-H-496-0230-93060

PERMIT NO.:	SECTION NO.: 93060	STATE ROAD A1A	COUNTY PALM BEACH
FDOT construction is proposed or underway.		<input type="checkbox"/> Yes	<input type="checkbox"/> No
Is this work related to an approved Utility Work Schedule?		<input type="checkbox"/> Yes	<input type="checkbox"/> No
PERMITTEE: CITY OF DELRAY BEACH JOHN MORGAN ASS. DIRECTOR UTILITIES		Financial Project ID:	
ADDRESS: 434 S. SWINTON AVE		TELEPHONE NUMBER: 888-283-7322	
CITY/STATE/ZIP: DELRAY BEACH, FL 33444			
The above PERMITTEE requests permission from the State of Florida Department of Transportation, hereinafter called the FDOT, to construct, operate and maintain the following: water & sewer service connections			
FROM: 1044 S. OCEAN BLVD. DELRAY BEACH FL 33483 TO: 1044 S. OCEAN BLVD. DELRAY BEACH FL 33483			
Submitted for the PERMITTEE by: Name and Company (Typed or Printed Legibly)		Contact Information Address/Telephone/E-Mail (if applicable)	Signature
EAST COAST UNDERGROUND AND CONSTRUCTION CORP.		MERIFFIN@ECONUNDERGROUND.NET	5/17/17

bet Lewis Cove to South & Hibiscus rd to north

- The Permittee declares that prior to filing this application, the location of all existing utilities that it owns or has an interest in, both aerial and underground, are accurately shown on the plans and a letter of notification was mailed on May 30, 2017 to the following utilities known to be involved or potentially impacted in the area of the proposed installation:  
EPL, FPL, Comcast, ATT
- The local Maintenance or Resident Engineer, hereafter referred to as the FDOT Engineer, shall be notified a minimum of forty eight (48) hours in advance prior to starting work and again immediately upon completion of work. The FDOT's Engineer is B.T. Drouin located at 7900 E. Hill Blvd. Telephone Number 561-432-9966. The Permittee's employee responsible for MOT is \_\_\_\_\_ Telephone Number \_\_\_\_\_ (This name may be provided at the time of the forty eight (48) hour advance notice prior to starting work).
- All work, materials, and equipment shall be subject to inspection and approval by the FDOT Engineer.
- All plans and installations shall conform to the requirements of the FDOT's UAM in effect as of the date this permit is approved by FDOT, and shall be made a part of this permit. This provision shall not limit the authority of the FDOT under Paragraph 8 of this Permit.
- This Permittee shall commence actual construction in good faith within 180 days after issuance of permit, and shall be completed within 180 days after the permitted work has begun. If the beginning date is more than sixty (60) days from the date of permit approval, the Permittee must review the permit with the FDOT Engineer to make sure no changes have occurred to the Transportation Facility that would affect the permitted construction.
- The construction and maintenance of such utility shall not interfere with the property and rights of a prior Permittee.
- It is expressly stipulated that this permit is a license for permissive use only and that the placing of utilities upon public property pursuant to this permit shall not operate to create or vest any property right in said holder, except as provided in executed subordination and Railroad Utility Agreements.
- Pursuant to Section 337.403, Florida Statutes, any utility placed upon, under, over, or along any public road or publicly owned rail corridor that is found by FDOT to be unreasonably interfering in any way with the convenient, safe, or continuous use, or maintenance, improvement, extension, or expansion, of such public road or publicly owned rail corridor shall, upon thirty (30) days written notice to the utility or its agent by FDOT, be removed or relocated by such utility at its own expense except as provided in Section 337.403(1), Florida Statutes, and except for reimbursement rights set forth in previously executed subordination and Railroad Utility Agreements, and shall apply to all successors and assigns for the permitted facility.
- It is agreed that in the event the relocation of said utilities are scheduled to be done simultaneously with the FDOT's construction work, the Permittee will coordinate with the FDOT before proceeding and shall cooperate with the FDOT's contractor to arrange the sequence of work so as not to delay the work of the FDOT's contractor, defend any legal claims of the FDOT's contractor due to delays caused by the Permittee's failure to comply with the approved schedule, and shall comply with all provisions of the law and the FDOT's current UAM. The Permittee shall not be responsible for delay beyond its control.
- In the case of non-compliance with the FDOT's requirements in effect as of the date this permit is approved, this permit is void and the facility will have to be brought into compliance or removed from the RAW at no cost to the FDOT, except for reimbursement rights set forth in previously executed subordination and Railroad Utility Agreements. This provision shall not limit the authority of the FDOT under Paragraph 8 of this Permit.
- It is understood and agreed that the rights and privileges herein set out are granted only to the extent of the State's right, title and interest in the land to be entered upon and used by the Permittee, and the Permittee will, at all times, and to the extent permitted by law, assume all risk of and indemnify, defend, and save harmless the State of Florida and the FDOT from and against any and all loss, damage, cost or expense arising in any manner on account of the exercise or attempted exercises by said Permittee of the aforesaid rights and privileges.
- During construction, all safety regulations of the FDOT shall be observed and the Permittee must take measures, including placing and the display of safety devices that may be necessary in order to safely conduct the public through the project area in accordance with the Federal MUTCD, as amended by the UAM.
- Should the Permittee be desirous of keeping its utilities in place and out of service, the Permittee, by execution of this permit acknowledges its present and continuing ownership of its utilities located between 1040 S. OCEAN BLVD. DELRAY BEACH, FL and 1052 S. OCEAN BLVD. DELRAY BEACH, FL within the FDOT's RAW as set forth above. Whenever the Permittee removes its facilities, it shall be at the Permittee's sole cost and expense. The Permittee, at its sole expense, shall promptly remove said out of service utilities whenever the FDOT determines said removal is in the public interest.
- In the event contaminated soil is encountered by the Permittee or anyone within the permitted construction limits, the Permittee shall immediately cease work and notify the FDOT. The FDOT shall notify the Permittee of any suspension or revocation of the permit to allow contamination assessment and remediation. Said suspension or revocation shall remain in effect until otherwise notified by FDOT.
- For any excavation, construction, maintenance, or support activities performed by or on behalf of the FDOT, within its RAW, the Permittee may be required by the FDOT or its agents to perform the following activities with respect to a Permittee's facilities: physically expose or direct exposure of underground facilities, provide any necessary support to facilities and/or cover, de-energize or alter aerial facilities as deemed necessary for protection and safety.

17-H-496-0230-93060

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

UTILITY PERMIT

710-010-85  
UTILITIES  
OGC - 08/10

16. Pursuant to Section 337.401(2), Florida Statutes, the permit shall require the permit holder to be responsible for damage resulting from the issuance of the permit. The FDOT may initiate injunctive proceedings as provided in s. 120.69 to enforce provisions of this subsection or any rule or order issued or entered into pursuant thereto.
17. Pursuant to Section 337.402, Florida Statutes, when any public road or publicly owned rail corridor is damaged or impaired in any way because of the installation, inspection, or repair of a utility located on such road or publicly owned rail corridor, the owner of the utility shall, at his or her own expense, restore the road or publicly owned rail corridor to its original condition before such damage. If the owner fails to make such restoration, the authority is authorized to do so and charge the cost thereof against the owner under the provisions of s.337.404.
18. The Permittee shall comply with all provisions of Chapter 556, Florida Statutes, Underground Facilities Damage Prevention and Safety Act.
19. Special FDOT instructions:

**SEE ATTACHMENT "A"**

It is understood and agreed that commencement by the Permittee is acknowledgment and acceptance of the binding nature of all the above listed permit conditions and special instructions.

20. By receipt of this permit, the Permittee acknowledges responsibility to comply with Section 119.07, Florida Statutes.
21. By the below signature, the Permittee hereby represents that no change to the FDOT's standard Utility Permit form, as incorporated by reference into Rule 14-46.001, for this Utility Permit has been made which has not been previously called to the attention of the FDOT (and signified to by checking the appropriate box below) by a separate attached written document showing all changes and the written and dated approval of the FDOT Engineer. Are there attachments reflecting change/s to the standard form? ☐ NO ☐ YES If Yes, \_\_\_\_\_ pages are attached.

PERMITTEE	<i>Assistant Utilities Director</i>	SIGNATURE	<i>John Morgan</i>	DATE:	<i>5/24/2017</i>
	Name & Title of Authorized Permittee or Agent (Typed or Printed Legibly)				
APPROVED BY:	<i>Kevin C. Wat for Brett Dwin</i>			ISSUE DATE:	<i>6/1/17</i>
	District Maintenance Engineer or Designee				

UTILITY PERMIT FINAL INSPECTION CERTIFICATION

DATE:	
DATE WORK STARTED:	
DATE WORK COMPLETED:	
INSPECTED BY:	
	(Permittee or Agent)
CHANGE APPROVED BY:	
	District Maintenance Engineer or Designee
	DATE:

the undersigned Permittee do hereby CERTIFY that the utility construction approved by the above numbered permit was inspected and installed in accordance with the approved plans made a part of this permit and in accordance with the FDOT's current UAM. All plan changes have been approved by the FDOT's Engineer and are attached to this permit. I also certify that the work area has been left in as good or better condition than when the work was begun.

PERMITTEE:		SIGNATURE:		DATE:	
	Name & Title of Authorized Permittee or Agent (Typed or Printed Legibly)				

3: District Permit Office  
Permittee





Speed (mph)	Max. Distance Between Devices (ft.)			
	Cones or Tubular Markers		Type I or Type II Barriercodes or vertical panels of drums	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	00

Speed (mph)	$\frac{1}{2}$ L (ft)				Notes			
	8 Shldr.	10' Shldr.	12 Shldr.					
25	28	35	42					
30	40	50	58					
35	55	58	82					
40	72	90	10*					
45	120	150	180					
50	130	167	200					
55	147	183	220					
60	150	200	240					
65	173	217	260					
70	187	233	280					

$\sigma$  = minimum shoulder width  
 $L_{SL}$  = Length of shoulder taper in feet  
 $W$  = Width of total shoulder in feet  
       (Combined paved and unpaved width)  
 $S$  = Posted speed limit (mph)

## Work Area

- Channelizing Device (See Index No. 600)
- ⌋ Work Zone Sign
- ⇨ Lane Identification & Direction of Traffic

**GENERAL NOTES**


1. When four or more work vehicles enter the through traffic lanes in a one hour period or less (excluding establishing and turning into the work area), the advanced FLAGGER sign shall be substituted for the WORKER sign. For location of flagger's and FLAGGER signs, see Index, No. 803.
2. SHOULDER WORK sign may be used as an alternate to the WORKER sign only on the right where the shoulder work is being performed.

1. When four or more work vehicles enter the through traffic lanes in a one hour period or less, requiring establishing and terminating the work area, the ASSISTED FLAGGER sign shall be substituted for the WORKER sign. For location of flagger's and FLAGGER signs, see Index No. 803.
2. SHOULDER WORK sign may be used as an alternate to the WORKER symbol sign only on the side where the shoulder work is being performed.
3. When a side road intersects the highway within the TTC zone, additional TTC devices shall be placed in accordance with other applicable TCZ indexes.
4. For general TC2 requirements and additional information, refer to Index No. 500.

Signs and channelizing devices may be omitted if all of the following conditions are met:

- a. Work operations are 60 minutes or less.
- b. Vehicles in the work area have high-intensity, rotating, flashing, oscillating, or strobe light operations.

**CONDITIONS**  
WHERE ANY VEHICLE, EQUIPMENT, OR  
WORKERS OR THEIR ACTIVITIES  
ENCROACH THE AREA CLOSER  
THAN 15' BUT NOT CLOSER  
2' TO THE EDGE OF TRAVEL

LAST REVISION 07/01/15	DESCRIPTION	 FY 2016-17 DESIGN STANDARDS	TWO-LANE, TWO-WAY, WORK ON SHOULDER	INDEX NO. 602	SHEET NO. 1 of 1
------------------------------	-------------	---	-------------------------------------	---------------------	------------------------





**SPECIAL PROVISIONS/CONDITIONS  
UTILITY PERMITS  
DIRECTIONAL & JACK & BORES  
ATTACHMENT "A"**

All new or replaced underground facilities within the Right of Way shall be made electronically detectable using techniques available in the industry.

It is the Permittee's responsibility to obtain final acceptance of permitted work (completed) and the restoration of the Right of Way from the Department prior to usage.

Permittee will restore the Right of Way as a minimum, to its original condition or better in accordance w/ FDOT's Standard Specifications for Road & Bridge Construction or as directed by the Resident Operations Engineer.

Permittee will ensure that all locates have been performed prior to scheduling of any permitted work activities. This shall include soft digs to verify vertical & horizontal alignment.

All maintenance of traffic (MOT) will be in accordance with the Department's current edition of the Design Standards, (600 series). 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.

Restricted hours of operation will be from 9:00 am to 3:30 pm, (Monday thru Friday), unless otherwise approved by the Operations Engineer, or designee.

Permit is valid for six (6) months from the date of issue.

Permittee shall use the current editions of the Department's Design Standards, Standard Specifications for Road and Bridge Construction and applicable manuals, policies and procedures.

**PERMITTEE: PLEASE NOTE:**

Permittee's contractors that are performing permitted work activities shall provide the Department (Permits Office) proof of a proper state contractor's license and certificate of liability insurance prior to any commencement of permitted work.

*All HDPE conduit used for traffic signals or other electrically powered or operated traffic control devices, shall use a Standard Dimension Ratio of 11 (SDR 11).*

Permittee shall coordinate all work with David Moore of Broadspectrum @ 954-317-8044 or email: david.moore@broadspectrum.com