FLORIDA DEPARTMENT OF TRANSPORTATION - DISTRICT FOUR MAINTENANCE MEMORANDUM OF AGREEMENT

This **AGREEMENT**, made and entered into this _____day of _____, 2020, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the **DEPARTMENT**, and **The Town of Palm Beach**, a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY**.

WITNESSETH:

WHEREAS, the **DEPARTMENT** has jurisdiction over State Road 704/Okeechobee Boulevard @ Royal Park Bridge; and

WHEREAS, the AGENCY seeks to install a cantilevered sheet pile bulkhead in front of the existing seawall and maintain said **IMPROVEMENTS** within the right-of-way of State Road 704/Okeechobee, M.P. 9.485 - M.P. 9.915 as described in **Exhibit B**; 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 State Road 704/Okeechobee Blvd. as described in **Exhibit A**, attached hereto and incorporated by reference herein, within the corporate limits of the AGENCY; and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all IMPROVEMENTS made by the AGENCY as well as areas within the right of way by said IMPROVMENTS made at the request of the AGENCY; and

WHEREAS, the Project involves the scope of work as described within Exhibit A (Project Location and Location Map) and Exhibit B (Plans), which will benefit the AGENCY; and

WHEREAS, the parties hereto mutually recognize the need for entering into an AGREEMENT designation and setting forth the responsibilities of each party; and

WHEREAS, the AGENCY by Resolution No. <u>154-2019</u> dated <u>December 10th, 2019</u> 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. 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 Number 2019-C-496-00006 the IMPROVEMENTS as detailed in Exhibit A (Project Location, Description and Project Aerial) and Exhibit B (Plans) that will benefit the AGENCY.
 - 1) All activities, including landscape **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) The AGENCY shall provide the local FDOT Operation Center located at Palm Beach Operations, 7900 Forest Hill Blvd., West Palm Beach, Florida 33413, (561) 432-4966, 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 landscape IMPROVEMENTS.
 - 5) 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 landscape **IMPROVEMENTS**.
 - 6) **DEPARTMENT'S** Operation Center Public Information Officer (see telephone number in Paragraph (4) shall also be notified.
 - 7) The **AGENCY** shall be responsible to clear all utilities within the landscape improvement limits before construction commences.

3. MAINTENANCE OF FACILITIES

- A. The **AGENCY** agrees to maintain the **IMPROVEMENTS** as provided herein. Maintenance by the **AGENCY** will include repair, restoration, and general maintenance of the Cantilevered Sheet Pile Bulkhead within the project limits.
 - The AGENCY shall be solely responsible for the maintenance and preservation of the IMPROVEMENTS within the project limits. The AGENCY shall inspect the Cantilevered Sheet Pile Bulkhead annually. All Maintenance or restoration activities shall be performed in accordance with a Maintenance Plan, as approved by the DEPARTMENT, as per the requirements in Exhibit C (Maintenance Plan Requirements).

- 2) The **AGENCY'S** Seawall connection to the **DEPARTMENT** Bridge End Bent must not compromise the structural integrity of the bridge.
- 3) The **AGENCY** must ensure soil densities behind the seawall be maintained and in compliance with the **DEPARTMENT'S** latest FDOT Standards and Specifications.
- 4) 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 or AGREEMENT termination. The AGENCY shall not change or deviate from the AGENCY's approved Maintenance Plan as referenced in Exhibit D without written approval from the DEPARTMENT.
- 5) The **AGENCY** shall be solely responsible for any damages to surrounding property, real estate, vehicles, pedestrians, attachments to the light poles, or other assets occurring as a result of maintaining the cantilevered sheet pile bulkhead and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**.
- B. It is understood and agreed by the parties that upon "final acceptance" (as that term is described in the Standard Specifications for Roadway and Bridge Construction, as amended by contract documents section 5-11) by the DEPARTMENT of the Project and Notice thereof to the AGENCY, 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 and all amendments thereafter) of this AGREEMENT and any amendments hereafter) and all costs related thereto: (a) FDOT Design Manual (FDM), (b) FDOT Plans Preparation Manual (PPM), (c) Florida Green Book, (d) Standard Specifications for Roadway and Bridge Construction, (e) FDOT Design Standards, (f) Manual on Uniform Traffic Control Devices (MUTCD) and (g) Maintenance Rating Program (MRP).
 - 1) The AGENCY shall be responsible for the **IMPROVEMENTS** as referenced in **Exhibit A** immediately after final acceptance of the construction project by the **DEPARTMENT.**
- E. 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, repayment, reworking or **AGREEMENT** termination.
- F. Any work impacting traffic flow on State Road 704/Okeechobee Boulevard 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 **TOWN OF PALM BEACH, TOWN MANAGER**, to place the **AGENCY** on notice regarding its maintenance deficiencies. Thereafter, the **AGENCY** shall have a period of sixty (60) days within which to correct the citied 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:
 - 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) If the AGENCY does not maintain the IMPROVEMENTS, the DEPARTMENT may remove and repair or replace any damaged part(s) with DEPARTMENT and/or its independent contractor's materials, equipment and personnel. The actual cost for such work will be charged to the AGENCY.
 - 3) 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.
 - 4) At the discretion of the **DEPARTMENT**, terminate the **AGREEMENT** in accordance with Paragraph 7 of this **AGREEMENT** and remove, by the **DEPARTMENT** or its Contractor's personnel, all of the **IMPROVEMENTS** installed under this **AGREEMENT** and charge the **AGENCY** the reasonable cost of such removal.

5. RIGHT OF ENTRY

This Agreement shall constitute a right-of-entry on the **AGENCY'S** subject property for the above stated purposes or to perform any function as provided for in this Agreement. From the Effective Date of this Agreement the **DEPARTMENT**, including its agents and assigns, shall have the right to enter the Developer's Property for the following purposes: (1) observing and inspecting the improvement; (2) removing the improvement and (3) otherwise performing this Agreement. Observations and inspections include, without limitation: structural inspection; surveying; and soil excavation. The **DEPARTMENT'S** right of access is specifically limited to those portions of the Developer's property that are necessary for the **DEPARTMENT** to perform the purposes enumerated in this paragraph.

6. 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**.

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 that 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.
 - 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:

- A. 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
- B. 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 except the Permit Number **2019-C-496-00006** hereof that are not merged herein and superseded hereby.

12. LIABILITY

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'S** District Secretary 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; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

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 **AGENCY** agrees to waive forum and venue and the **DEPARTMENT** shall determine the forum and venue in which any dispute under this **AGREEMENT** is decided.

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:

Town of Palm Beach Attention: Jay Boodheshar, Deputy Town Manager 360 S. County Road Town of Palm Beach, Florida 33480

17. LIST OF EXHIBITS

Exhibit A: Project Location and Location Map Exhibit B: Plans Exhibit C: Maintenance Plan Requirements

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

AGENCY:

ATTEST:

Town of Palm Beach BY ITS CITY COMMISSION:

CITY CLERK (SEAL) Sign: ______
TOWN MANAGER

Print Name: _____

Date: _____

Legal Review:

Sign: _____

CITY ATTORNEY

Print Name: _____

Date: _____

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

DEPARTMENT:

ATTEST:

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

EXHIBIT A

PROJECT LOCATION AND LOCATION MAP

A. PROJECT LOCATION

The **IMPROVEMENTS** associated with this Agreement are within the **DEPARTMENT'S** right-of-way, within limits of the Town of Palm, Florida along State Road 704/Okeechobee Boulevard (M.P. 9.485 – 9.915) under permit number 2019-C-496-00006.

B. LOCATION MAP

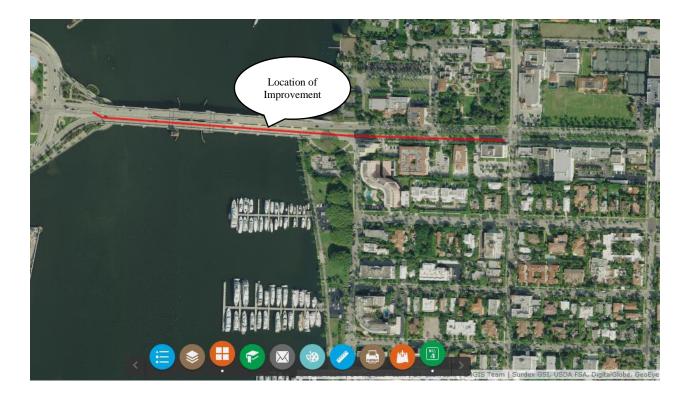


EXHIBIT B

TOWN OF MARINA PROJECT BID DRAWINGS

Bid drawings digitally signed and sealed by Gordon Thomson, W. F. Baird & Associates LTD. dated, October 18, 2019, as approved by the **DEPARTMENT.**

SIGNALIZATION PLANS (attached)

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet Description
13	D-01	PROJECT BID COVER-SHEET
14	G-002	DRAWING INDEX
15	SW-001	GENERAL NOTES-BULKHEAD
16	SW-101	BULKHEAD WALL-OVERALL PLAN
17	SW-102	BULKHEAD WALL- STA 0+00 TO 2+69
18	SW-301	BULKHEAD SECTIONS
19	SW-501	BULKHEAD WALL DETAILS (SHEET 1 OF 3)
20	SW-502	BULKHEAD WALL DETAILS (SHEET 2 OF 3)
21	SW-503	BULKHEAD WALL DETAILS (SHEET 3 OF 3)



TOWN OF PALM BEACH 360 SOUTH COUNTY ROAD PALM BEACH, FL 33480

TOWN OFFICIALS

MAYOR
COUNCIL PRESIDENT
COUNCIL PRESIDENT PRO-TEM
COUNCIL MEMBER
COUNCIL MEMBER
COUNCIL MEMBER
TOWN MANAGER
DIRECTOR OF PUBLIC WORKS
TOWN ENGINEER
DIRECTOR OF BUSINESS
DEVELOPMENT & OPERATIONS

GAIL CONIGLIO DANIELLE H. MOORE MARGARET A. ZEIDMAN JULIE ARASKOG LEW CRAMPTON BOBBIE LINDSAY KIRK W. BLOUIN H. PAUL BRAZIL, P.E. PATRICIA STRAYER, P.E. CAROLYN STONE

TOWN MARINA PROJECT BID DRAWINGS

PREPARED FOR THE TOWN OF PALM BEACH



TOWN DOCKS LONGITUDE: 80 02.66' W LATITUDE: 26 42.18' N \bowtie

N.T.S.

LOCATION MAP

PREPARED BY



W.F. BAIRD & ASSOCIATES LTD. 5014 NW 24TH CIRCLE BOCA RATON, FL 33431

IN ASSOCIATION WITH



EDGEWATER RESOURCES, LLC

2075 N. POWERLINE ROAD, SUITE 4 POMPANO BEACH, FL 33069



REG ARCHITECTS, INC.

300 CLEMATIS STREET, 3RD FLOOR WEST PALM BEACH, FL 33401

RGD CONSULTING ENGINEERS 2151 S. ALT. A1A, SUITE 2000 JUPITER, FL 33477

> CALL AT LEAST 2 FULL WORKING DAYS (48 HRS) BEFORE YOU DIG - (800)-432-4770



CAUTION BURIED ELECTRICAL CALL "SUNSHINE STATE ONE, F.P. & L. AND TOWN OF PALM BEACH PUBLIC WORKS PRIOR TO EXCAVATION



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SW-103 BULKHEAD WALL - STA 2-69 TO 5+96 D-01 SW-104 BULKHEAD WALL - STA 2-69 TO 5+21 D-01 SW-105 BULKHEAD WALL - STA 9-09 TO 12+45 D-01 SW-106 BULKHEAD WALL - STA 9-09 TO 12+45 D-01 SW-107 TYPICAL BULKHEAD DECKLIAN TO TSCHWATE PUMPSTATION D-01 SW-307 TYPICAL BULKHEAD SECTIONS D-01 SW-308 BULKHEAD WALL DETAILS (SHEET 10 F3.) D-01 SW-303 BULKHEAD WALL DETAILS (SHEET 20 F3.) D-01 SW-303 BULKHEAD WALL DETAILS (SHEET 3 OF 3.) D-01 SW-303 BULKHEAD WALL DETAILS (SHEET 3 OF 3.) D-01 SW-303 BULKHEAD WALL DETAILS (SHEET 3 OF 3.) D-01 SW-303 BULKHEAD WALL DETAILS (SHEET 3 OF 3.) D-01 SW-303 BULKHEAD WALL DETAILS (SHEET 3 OF 3.) D-01 SW-303 BULKHEAD WALL DETAILS (SHEET 3 OF 3.) D-01 SW-303 BULKHEAD WALL DETAILS (SHEET 3 OF 3.)	SW-101	BULKHEAD WALL - OVERALL PLAN	D-01		SA-202	FRAMING SECTIONS & DETAILS CONT.	D-01	 P-103B	PLUMBING PLAN - AUSTRALIAN DOCK
SW-104 BULK HEAD WALL - STA 5+96 TO 9+21 D-01 SW-105 BULK HEAD WALL - STA 9+09 TO 12+45 D-01 SW-106 BULK HEAD WALL - STA 9+09 TO 12+45 D-01 SW-106 BULK HEAD WALL - STA 12+45 TO 15+40 D-01 SW-107 TYPICAL BULK HEAD DETAIL AT STORWWATER PUMPSTATION D-01 SW-301 BULK HEAD WALL DETAIL S (SHEET 1 OF 3) D-01 SW-502 BULK HEAD WALL DETAILS (SHEET 2 OF 3) D-01 SW-503 BULK HEAD WALL DETAILS (SHEET 3 OF 3) D-01 SW-502 BULK HEAD WALL DETAILS (SHEET 3 OF 3) D-01 SW-503 BULK HEAD WALL DETAILS (SHEET 3 OF 3) D-01 SW-504 BULK HEAD WALL DETAILS (SHEET 3 OF 3) D-01 SW-505 BULK HEAD WALL DETAILS (SHEET 3 OF 3) D-01 SW-507 BULK HEAD WALL DETAILS (SHEET 3 OF 3) D-01 SW-507 BULK HEAD WALL DETAILS (SHEET 3 OF 3) D-01 SW-508 BULK HEAD WALL DETAILS	SW-102	BULKHEAD WALL - STA 0+00 TO 2+69			SA-203	FRAMING SECTIONS & DETAILS CONT.	D-01	 P-104A	PLUMBING PLAN - BRAZILIAN DOCK
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	BUUK	HEAD									
1	1. SOIL						FACE SOIL EXPLORATION AND G AMAN & ASSOCIATES, INC., DATE		/ALUATION	14.	AI TC
		KHEAD CONS STRUCTION.		ALL BE IN ACCO	ORDANCE WITH	HSECTION 455 OF	THE FDOT STANDARD SPECIFICA	TIONS FOR ROAD AND BRIDGE		15.	
							O DESIGN ALIGNMENTS TO ENGI TOR SHALL SURVEY THE EXISTING				CH ED
	ADDI CONI FIELD THOS	ITIONS OR M DITIONS TO D VERIFY ALL SE SHOWN, (IODIFICATIONS . THE ENGINEER. _ EXISTING DIME	AS INDICATED FIELD DIMENS ENSIONS THAT HALL PROMPT	IN THE DRAWII SION NEW STRU WILL AFFECT (LY INFORM THI	NGS ARE FEASIBLE JCTURAL ELEMENT CONSTRUCTION O	E AND PRACTICAL AND SHALL RE IS PRIOR TO THE SUBMISSION OF F THE STRUCTURES PRIOR TO CO RITING VIA A MARKED-UP PRINT. A	PORT ANY DISCREPANCIES OR 1 5 SHOP DRAWINGS. CONTRACTO 20 NSTRUCTION. IF DIMENSIONS V	UNUSUAL DR SHALL /ARY FROM	16.	cc ST
2							N THE AREA OF CONSTRUCTION OSE THAT MIGHT BE DAMAGED E			-	AL BU
							BE DRIVEN TO THE MINIMUM TIP I L BE NOTIFIED IMMEDIATELY.	ELEVATIONS INDICATED ON THE	PLANS. IF	2.	
			OR JETTING OF	, -	,					3.	AL
		CONTRACTO CURING OP		DINATE THE P	ILE DRIVING SC	CHEDULE SO AS NO	OT TO INTERFERE WITH OR BE DE	TRIMENTAL TO CONCRETE PLAC	CEMENT	4.	ST
	8. STEE	EL SHEET PIL	ES SHALL BE HE	EAVY GAUGE H	HOT-ROLLED SE	ECTIONS WITH FUL	L INTERLOCKING SHEETS CONFO	DRMING TO ASTM A572, GRADE (60.		
3	TAR I	EPOXY COA	TING SYSTEM. T	HE TOP 15 FEE	T OF BULKHEA		RE CIRCUMFERENCE OF STEEL PI HEET PILE AND STEEL PIPE PILE) S NT.				
							COURSE AGGREGATE, PER FDO				
		VISIONS FOR					ND STRONG SUBSURFACE MATEI THE POTENTIAL NEED TO DRILLIN				ST HIC TC
	SHAL	LL CLEARLY		THAT BACK FL	LOW OF TIDAL \		R PUMP STATIONS FOR ENGINEE TED AT ALL TIMES DURING CONS			6.	AL PR AN
4	CONC	CRETE	AND RE	INFORC	CING ST	EEL				7.	FIE
			WORK SHALL BE BRIDGE CONSTF				RIDA DEPARTMENT OF TRANSPO	RTATION, STANDARD SPECIFICA	TIONS		EG HIG
			SHALL BE NORN			1 DENSITY OF 145 F	PCF.			(ST
	a.	CONCRETE	COMPRESSIVE	STRENGTH (28	,	OT CLASS IV)				-	
		EPOXY GRO			8000 PSI (FD	,				2.	
5		CEMENT SHA		O ASTM C150	, TYPE II FOR AN	N EXTREMELY AGO	BRESSIVE ENVIRONMENT, WITH SI	LICA FUME OR FLY ASH, SEE FD	ОТ	3. 4.	
							OR APPROVED EQUIVALENT.				a, b. c.
	7. REIN	FORCING ST		LS SHALL BE I			5, GRADE 60, OR ASTM A706, GR/	ADE 60 (UNO). REINFORCING STI	EEL TO BE		BO NO
			BE ASTM A706, (_ CONDITION: E)		GRESSIVE, MINI	IMUM COVER TO R	EINFORCING STEEL SHALL BE 3",	, UNO.		-	WE MA
	9. ALL E	EXPOSED CC	DRNERS SHALL	BE CHAMFERE	D 3/4".					7.	AN WA
6							24 HOURS AFTER FORM REMOVAL			8.	EX
	12. ALL [DETAILING, F	-ABRICATION, A	ND ERECTION	OF REINFORCI	ING STEEL SHALL (CONFORM TO THE ACI MANUAL C	DF STANDARD PRACTICE FOR DE		9. 10.	EXI AL
	CON	STRUCTION.					DRAWINGS SHALL BE SUBMITTED				RE
	AWS		IRED SPLICE LEI				ACI 318-14. ALL WELDING OF REI OW. ALL SPLICES SHALL BE CON				
7											
			_AP SPLI								
		RE	INFORC F'c = 5,5		RS						
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		3	B	21	16						
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		5	B	36	27						
		6	B	42 62	32 47						
		8	B	69	53						
		9	В	78	60						
9		10	В	86	66						
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14. ALL CONSTRUCTION JOINTS BETWEEN CAST-IN-PLACE CONCRETE AND PRECAST CONCRETE SHALL BE BONDED WITH EPOXY BONDING AGENT APPLIED TO A CLEANED AND ROUGHENED SURFACE OF 1/4" AMPLITUDE.

15. PROVIDE CONSTRUCTION JOINTS IN CONCRETE BULKHEAD CAP POURS AT 30' O.C., AT A MINIMUM. CONTINUOUS POUR LENGTH SHALL NOT EXCEED 30'. FRESH CONCRETE SHALL NOT BE PLACED AGAINST HARDENED CONCRETE THAT IS LESS THAN 7 DAYS OLD. CONSTRUCTION JOINTS SHALL INCLUDE 3/4" CHAMFER ON EXPOSED HORIZONTAL AND VERTICAL EDGES. BULKHEAD CAP CONSTRUCTION JOINT CHAMFERS SHALL BE STRAIGHT, PLUMB (VERTICAL EDGES), AND PERPENDICULAR TO BULKHEAD ALIGNMENT (HORIZONTAL EDGES).

16. CONTRACTOR SHALL PROVIDE CONSTRUCTION JOINT PLAN TO THE ENGINEER FOR REVIEW AND APPROVAL.

STRUCTURAL STEEL

1. ALL STEEL WORK SHALL BE PERFORMED IN ACCORDANCE WITH AISC 360-10 FOR THE DESIGN, FABRICATION, AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS.

2. ALL STRUCTURAL STEEL SHALL BE IN ACCORDANCE WITH 2019 FLORIDA DEPARTMENT OF TRANSPORTATION, STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION, SECTION 962.

3. ALL WELDING SHALL CONFORM TO AWS D1.1.

ST	ΈE	L MATERIALS SHALL CONFORM TO THE FOL	LOWING, UNO:
	a.	MISC. PLATES, BARS, AND SHAPES	ASTM A36, GALV, UNO
	b.	BOLTS	ASTM A307, GALV, UNO
	с.	NUTS	ASTM A563, GALV, UNO
	d.	WASHERS	ASTM F436, GALV, UNO
	e.	STEEL PIPE PILE	ASTM A572, GRADE 50
	f.	STEEL SHEET PILE	ASTM A572, GRADE 60
	g.	STEEL REBAR RACK	ASTM A36
	h.	STEEL REBAR RACK TABS	ASTM A36

5. STEEL PIPE PILE SHALL BE SEAMLESS, LONGITUDINAL, OR HELICAL WELDED PIPE CONFORMING TO THE REQUIREMENTS OF API 5L GRADE L320, X46 OR HIGHER, OR ASTM A252 GRADE 3. PROVIDE LONGITUDINAL OR HELICAL WELDED PIPE WITH ONLY COMPLETE JOINT PENETRATION WELDS CONFORMING TO THE REQUIREMENTS OF API 5L OR AWS D1.1.

6. ALL STEEL SHAPES, PLATES, OTHER FABRICATIONS, AND ALL HARDWARE INDICATED SHALL BE ZINC-COATED OR GALVANIZED BY THE HOT-DIPPED PROCESS IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM A123 AND/OR ASTM A153, AS APPLICABLE, AFTER FABRICATION, UNO. STEEL SHEET PILE AND STEEL PIPE PILE NEED NOT BE GALVANIZED, REFER TO BULKHEAD COATING REQUIREMENTS.

7. FIELD TREAT DAMAGED GALVANIZED STEEL FINISH WITH TWO COATS OF HIGH ZINC DUST OXIDE PAINT, COLD GALVANIZED COMPOUNDS OR APPROVED EQUAL, CONFORMING TO THE REQUIREMENTS OF ASTM A780. IN ADDITION, ALL EXPOSED THREADED SURFACES SHALL BE PAINTED WITH TWO COATS OF HIGH ZINC OXIDE PAINT AFTER INSTALLATION OF THE NUT.

STORMWATER PUMPSTATION PIPE SPOOL EXTENSIONS

1. SEE SHEET C-001 FOR NOTES REGARDING STORMWATER PUMPSTATION DEMOLITION PROCEDURES AND OPERATION REQUIREMENTS.

2. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL EXISTING STORMWATER PUMPSTATION PIPE INFRASTRUCTURE SIZES AND DIMENSIONS.

- 3. CONTRACTOR TO PROVIDE SUFFICIENT SIZE AND LENGTH TO EXTEND EXISTING PIPES THROUGH NEW BULKHEAD, AS SHOWN ON THE DRAWINGS.
- 4. PIPE SPOIL EXTENSION MATERIAL SHALL BE: a, 30" & 16" DUCTILE IRON PIPE (DIP) b. 36" 316 STAINLESS STEEL

c. WATERPLUG

ANSI/AWWA C150 & A21.50/ANSI/AWWA C151/A21.51, GRADE B (35 KSI) ASTM A312, GRADE B (35 KSI) BASF MASTERSEAL 590

- 5. BOLTED CONNECTIONS SHALL BE BEARING TYPE CONNECTIONS USING $\frac{3}{4}$ " DIA. A325 BOLTS WITH STANDARD $\frac{13}{16}$ " DIA. HOLES, UNLESS OTHERWISE NOTED, OR NEEDED TO MATCH EXISTING.
- 6. WELDED CONNECTIONS SHALL BE DONE IN ACCORDANCE WITH THE LATEST AWS SPECIFICATIONS BY CERTIFIED WELDERS. ALL WELDS SHALL BE MADE WITH E70XX ELECTRODES.
- 7. ANNULUS AROUND PIPE SPOOL EXTENSIONS (BETWEEN CONCRETE AND DIP/ STAINLESS STEEL PIPE) SHALL BE SEALED WATER-TIGHT WITH WATERPLUG AFTER PIPE IS INSTALLED.
- 8. EXISTING AIR RELEASE VALVES SHALL BE PRESERVED AND PROTECTED (OR MOVED AND REPLACED IN-KIND AS REQUIRED).
- 9. EXISTING TIDE FLEX VALVES AND FLAP GATES SHALL BE REMOVED AND REINSTALLED ON NEW PIPE SPOOL EXTENSION).
- 10. ALL EXISTING (ABANDONED) DIP OUTFALL PIPE THAT CONFLICTS WITH PROPOSED BULKHEAD IMPROVEMENTS SHALL BE CUT, REMOVED AND RESEALED.

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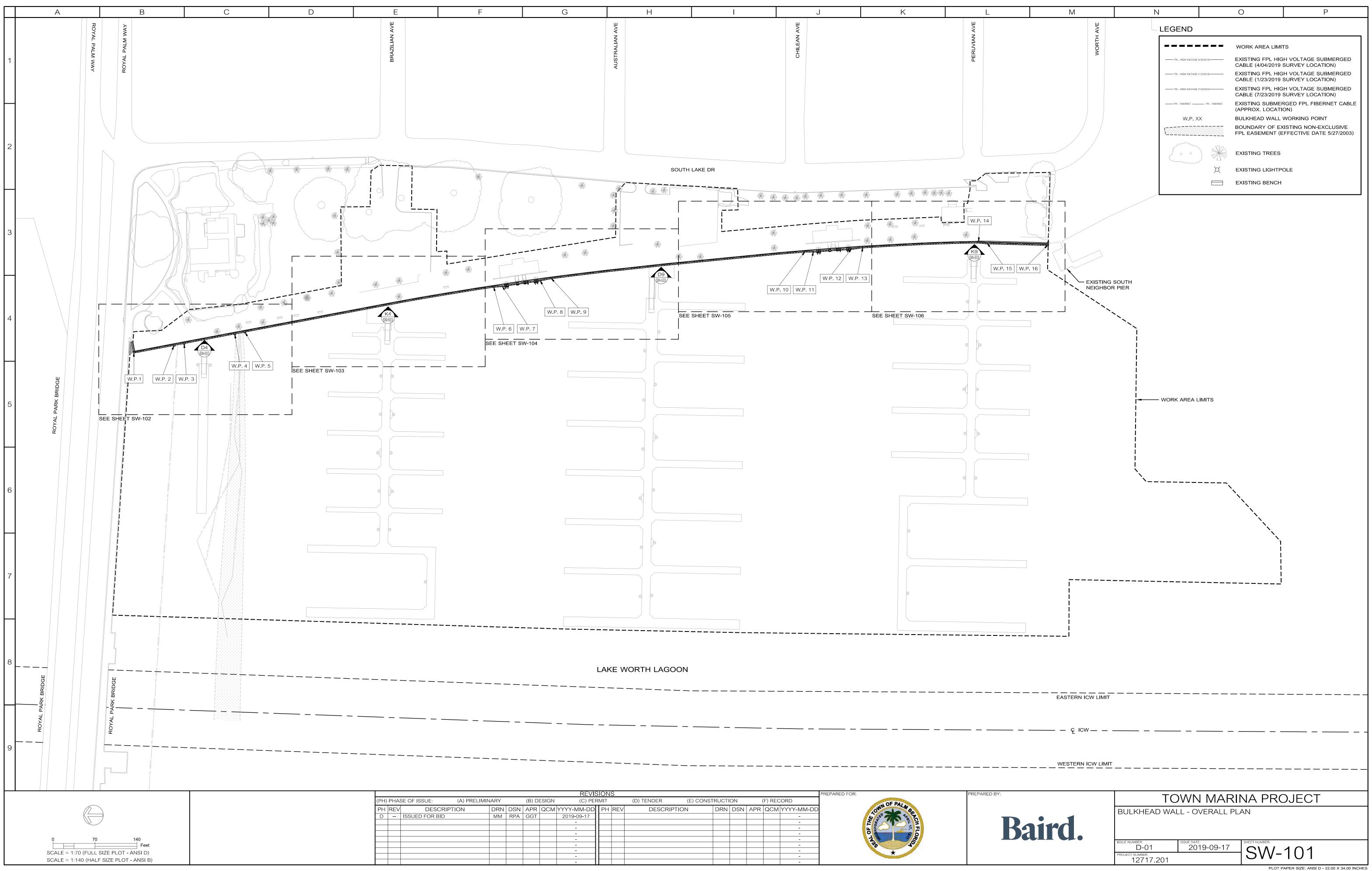
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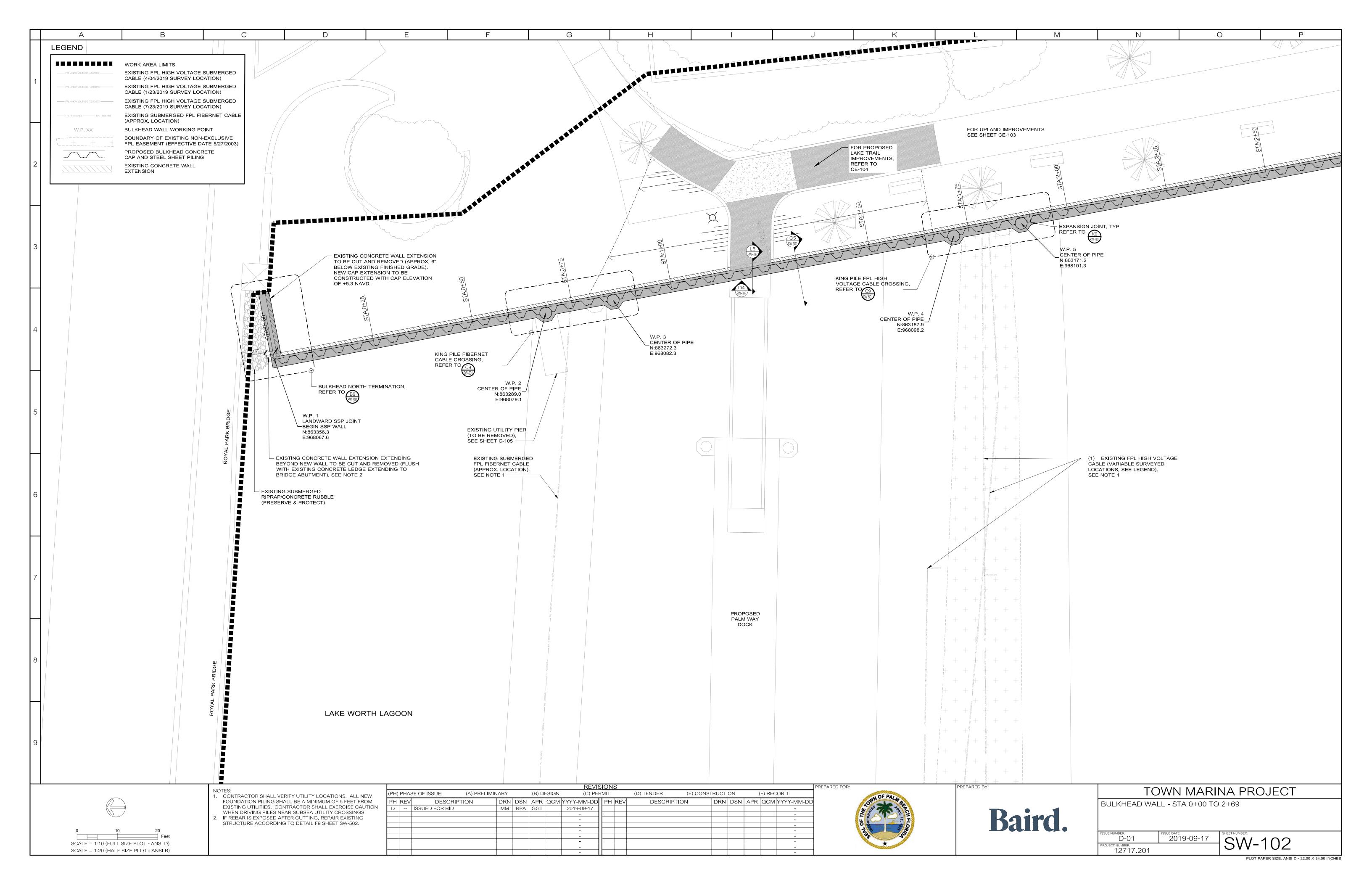
TOWN MARINA PROJECT

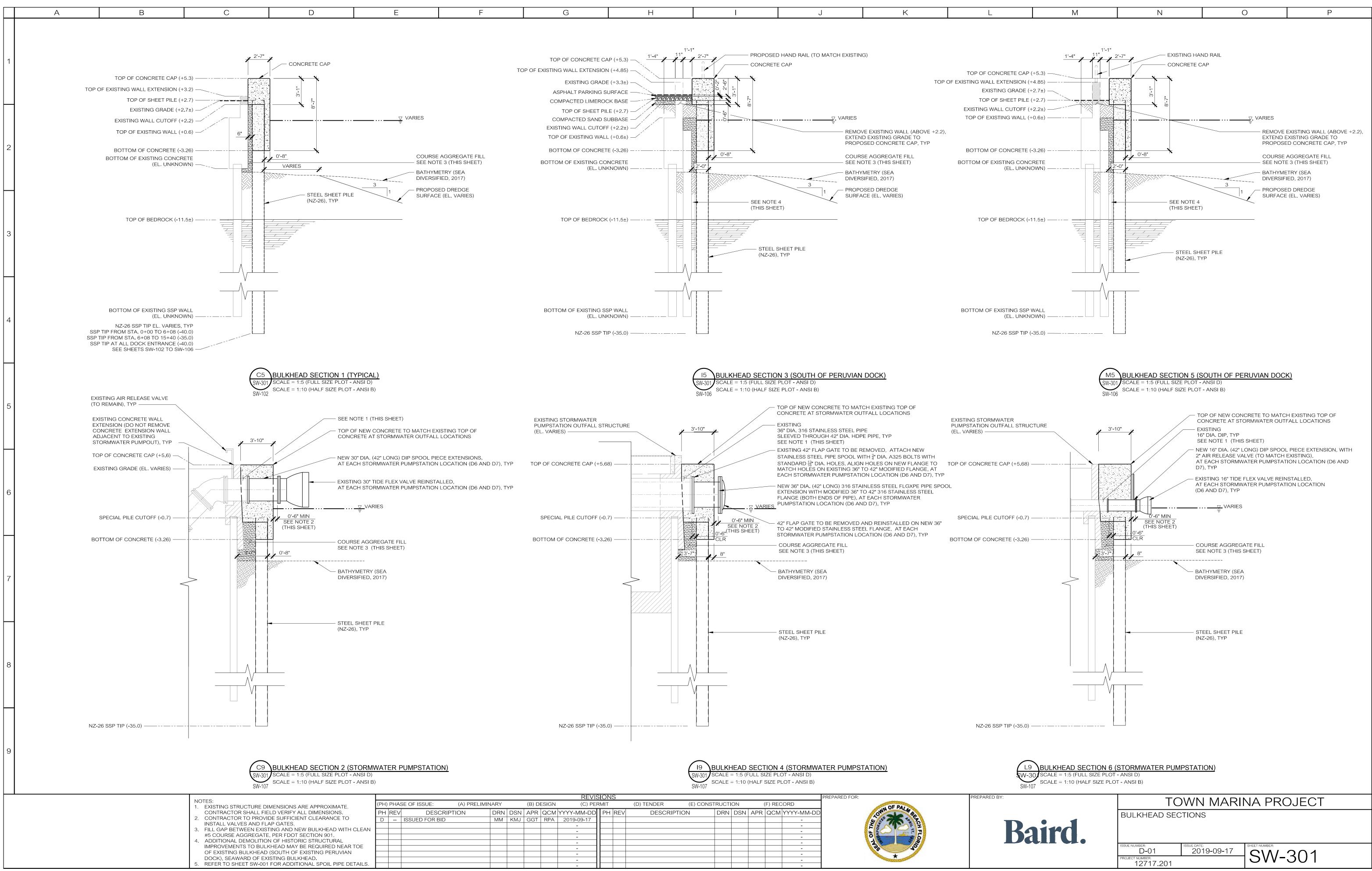
GENERAL NOTES - BULKHEAD

ISSUE NUMBER: D-01	ISSUE DATE: 2019-09-17	
PROJECT NUMBER: 12717.201		300-001
		PLOT PAPER SIZE: ANSI D - 22.00 X 34.00 INCHES



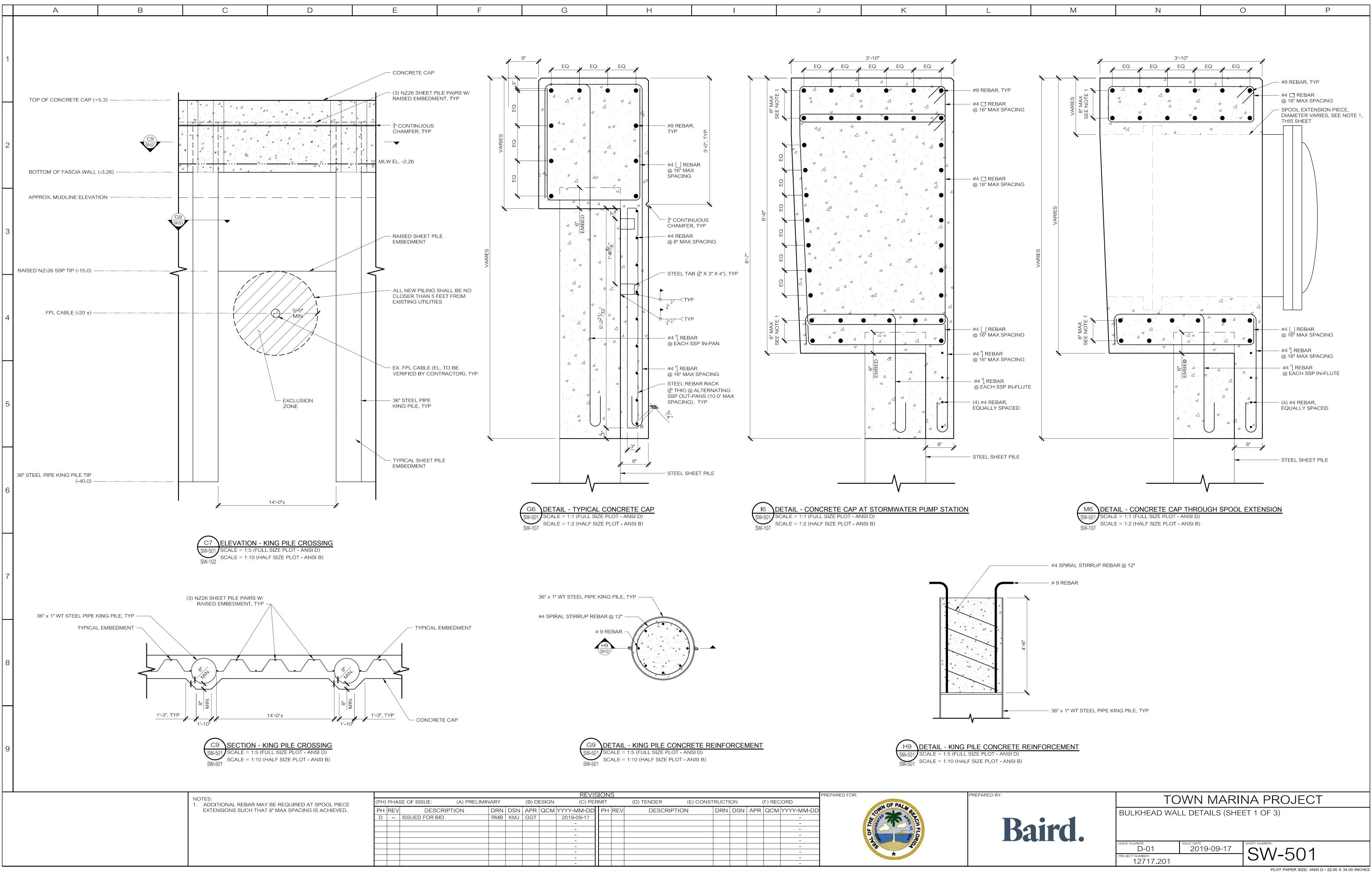
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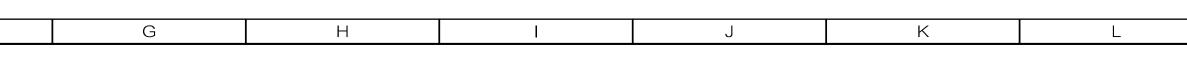


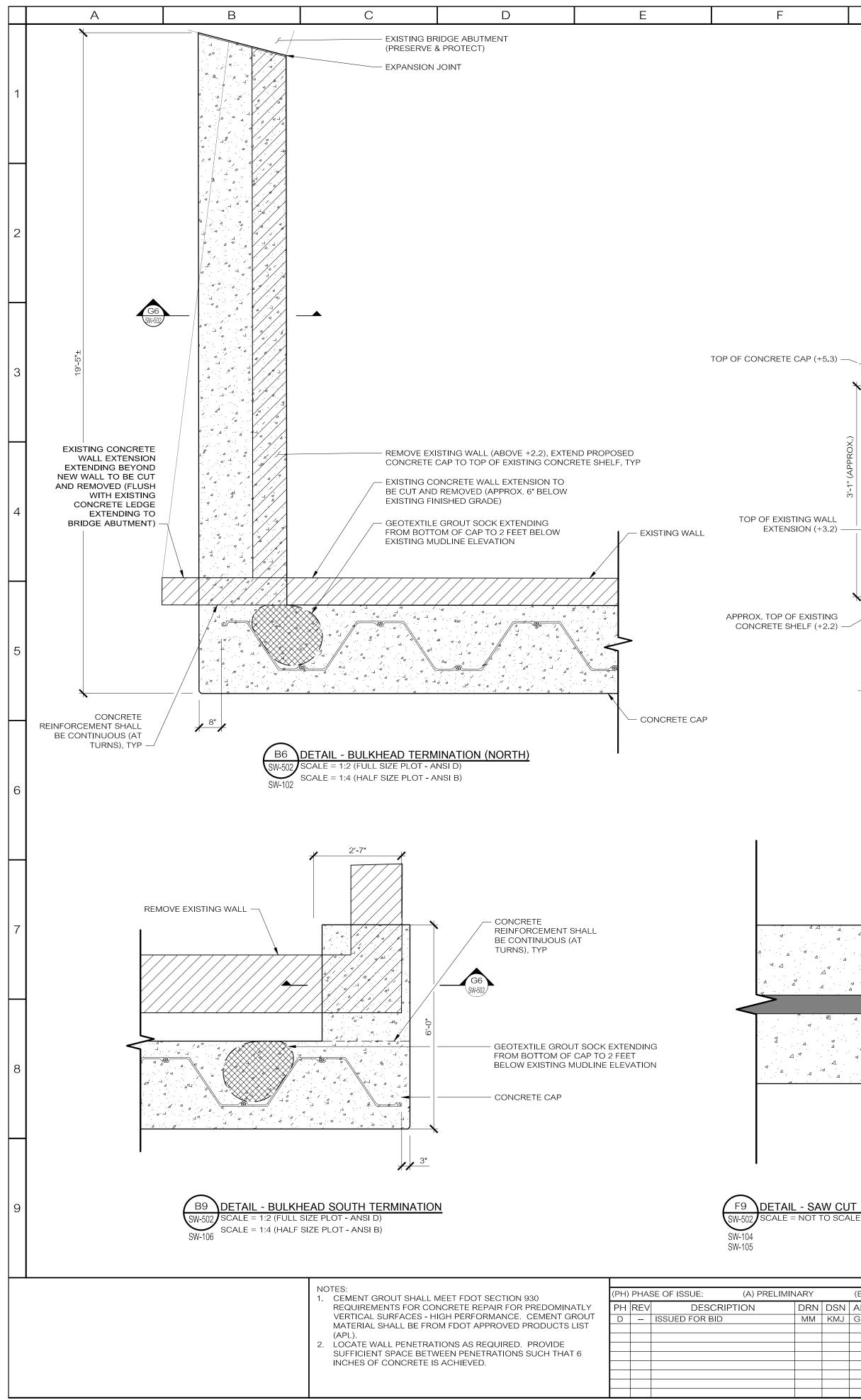


1	(19)	BULKHEAD SECTION 4 (STORMWATER PUMPSTATION)
	SW-301	SCALE = 1:5 (FULL SIZE PLOT - ANSI D) SCALE = 1:10 (HALF SIZE PLOT - ANSI B)
	\smile	SCALE = 1:10 (HALF SIZE PLOT - ANSI B)

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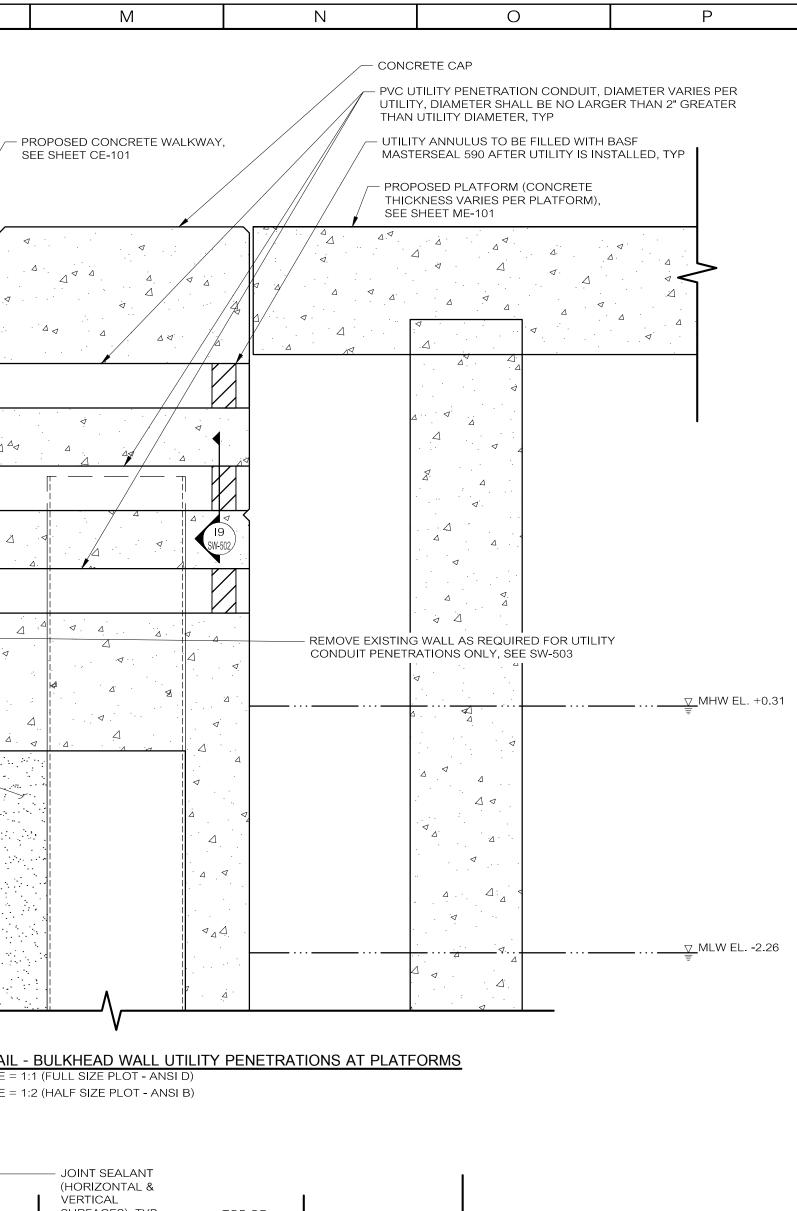
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					TOP OF CONCRET	ГЕ САР (+5.3) —		
AP (+5.3) (XOULU (XOULU (XOULU			CONCRETE CAP TO #9 DOWEL @ 24" N OF 2 DOWELS AT EXISTING CONCRE 1/4" AMPLITUDE. A WHEN PLACING N	WALL (ABOVE +2.2 D TOP OF EXISTING MAX. SPACING, TYP SOUTH TERMINATI ETE, CLEANED ANE AN EPOXY BONDIN IEW CONCRETE.	PENETRATION CO COURSE AGGRE BETWEEN EXIS NEW BULKH 2), EXTEND PROPOSE CONCRETE SHELF, 2. USE A MINIMUM ON. D ROUGHENED TO IG AGENT SHALL BE A	EGATE FILL STING AND EAD WALL		
	SW-502 SCALE = 1:1 (FULL	 HEAD TERMINATION S SIZE PLOT - ANSI D) SIZE PLOT - ANSI B) CHIP AWAY EXISTING CONCRETE TO EXPOSE REINFORCING STEEL AND CUT WITH GRINDER CEMENT GROUT (TYP), SEE NOTE 1 EXISTING REINFORCING STEEL 	ECTION (NORTH)		A CONVERSION OF A CONVERSION O	 BEND BAR AS NEEDED TO E A MINIMUM C CONCRETE C IS ACHIEVED #4 REBAR, TY (BOTH SIDES WALL PENET 	ENSURE DF 3" OF COVER (P OF	

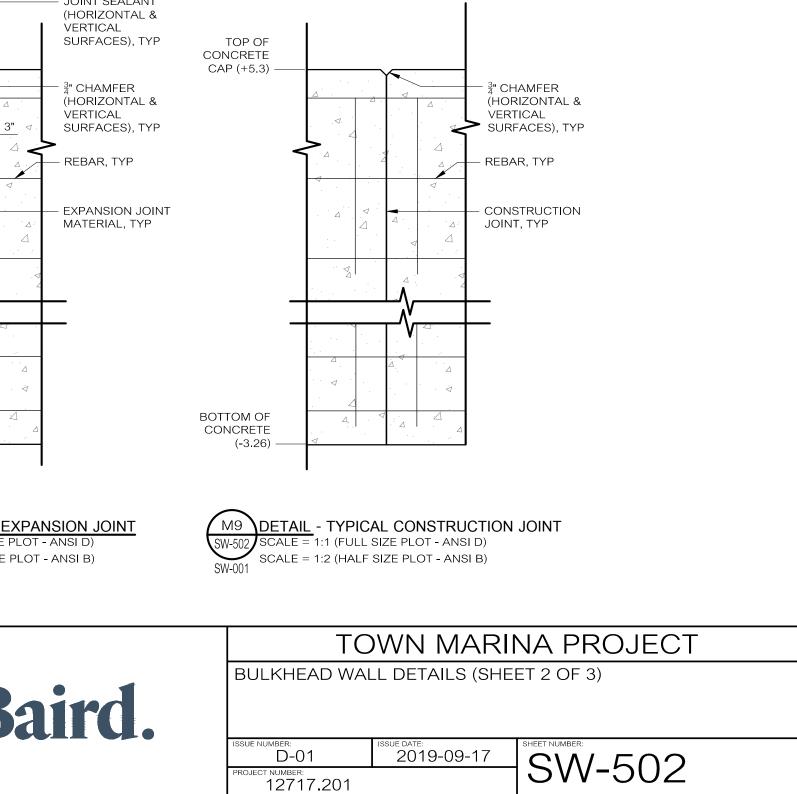
F9 DETAIL - SAW CUT EDGE OF EXISTING CURB

19DETAIL - TYPICAL PENETRATIONSW-502SCALE = 1:1 (FULL SIZE PLOT - ANSI D)SCALE = 1:2 (HALF SIZE PLOT - ANSI B)

(к9)	DETAIL - TYPICAL E
SW-502	SCALE = 1:1 (FULL SIZE F
SW-102	SCALE = 1:2 (HALF SIZE I

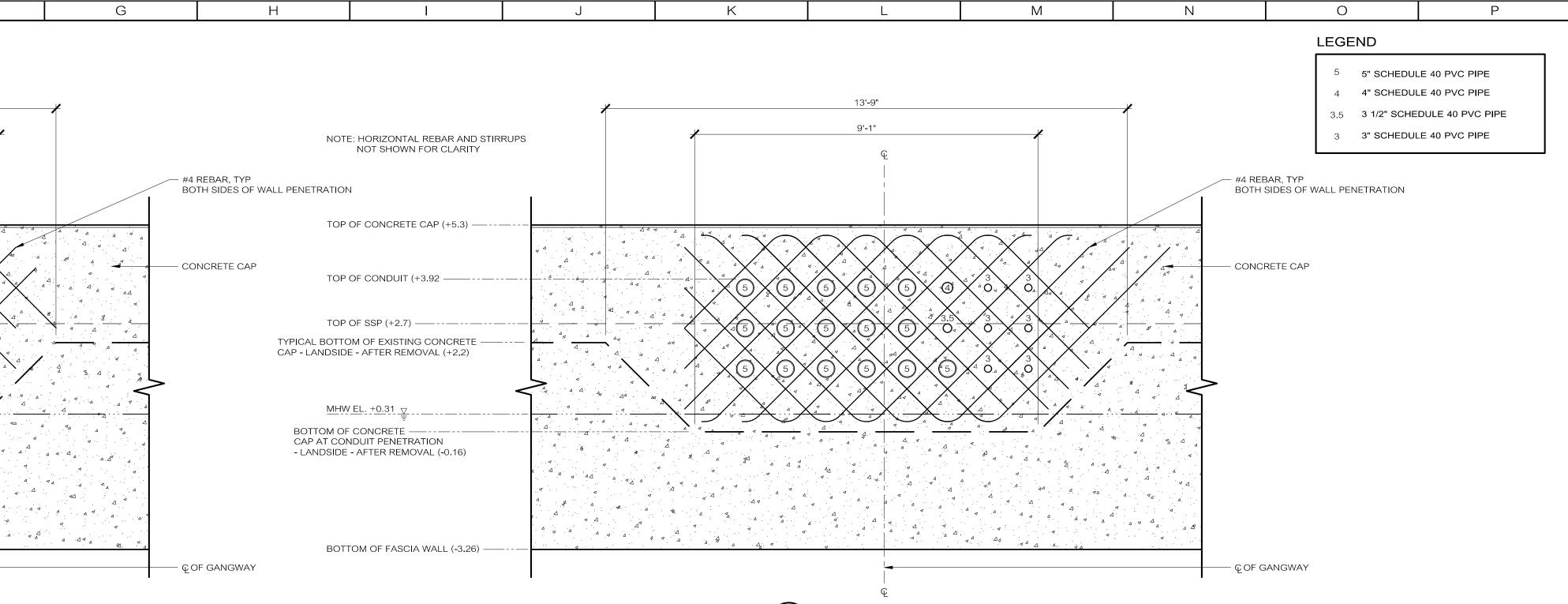
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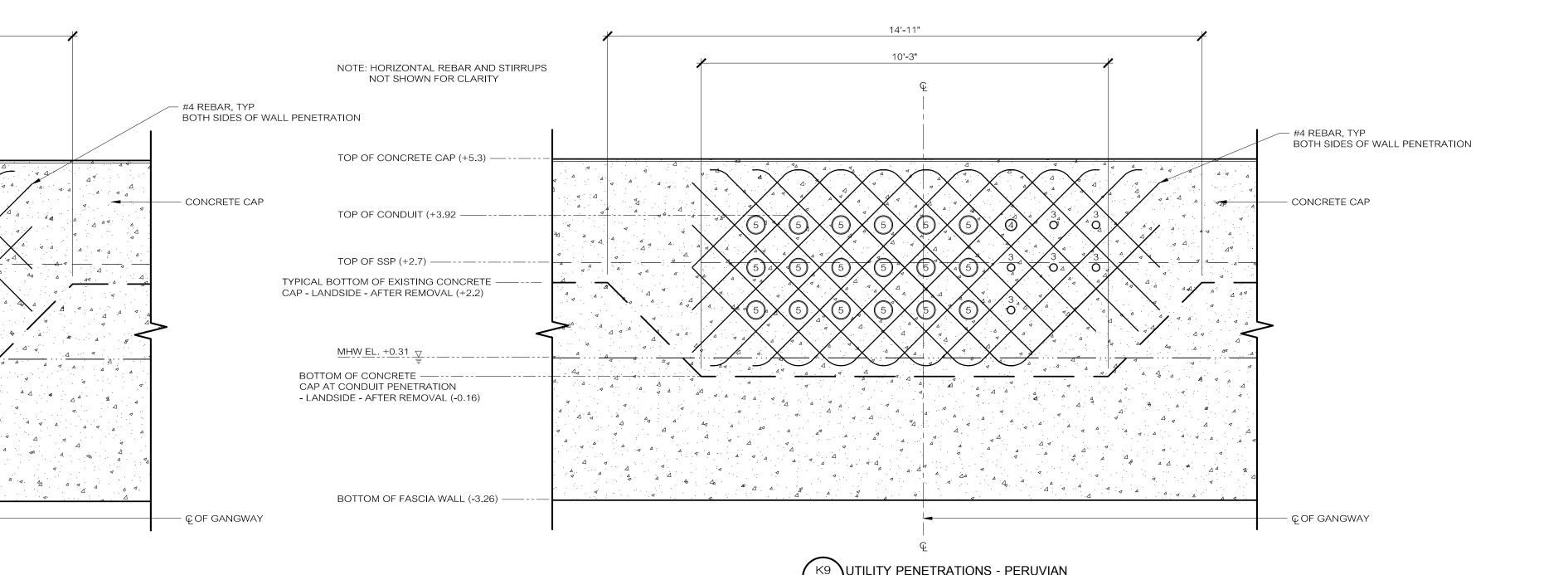




PLOT PAPER SIZE: ANSI D - 22.00 X 34.00 INCHES

A B C		D	E	F	G	H		J	К	L L	Μ	N	0
	4		11'-9"	/				/		13'-9"		/	 5 5" SCHEDULE 40 PVC PIF 4 4" SCHEDULE 40 PVC PIF 3.5 3 1/2" SCHEDULE 40 PVC
NOTE: HORIZONTAL REBAR AND STIRRUPS NOT SHOWN FOR CLARITY		/	8'-9" ©	/	, #4 RE₿/	BAR, TYP	DTE: HORIZONTAL REBAR AND STIF NOT SHOWN FOR CLARITY	RRUPS	/	9'-1" Ç 	/		3 3" SCHEDULE 40 PVC PIF
TOP OF CONCRETE CAP (+5.3)					BOTH S	SIDES OF WALL PENETRATI	ON DP OF CONCRETE CAP (+5.3)						BOTH SIDES OF WALL PENETRATION
TOP OF CONDUIT (+3.92					CONCR	RETE CAP	DP OF CONDUIT (+3.92				$\begin{array}{c} \mathbf{a} \\ $		CONCRETE CAP
BOTTOM OF CONCRETE						TYPICAL BOT	OP OF SSP (+2.7)						>
₹ 						BOTTOM CAP AT C	HW EL. +0.31 OF CONCRETE ONDUIT PENETRATION DE - AFTER REMOVAL (-0.16)						
BOTTOM OF FASCIA WALL (-3.26)	<u> </u>				^{Δα} <u>4</u> <u>6</u> φOF GA		DTTOM OF FASCIA WALL (-3.26) —						—— დOF GANGWAY
		SW-503 SCALE = 1:2 (F SCALE = 1:4 (F	₩ ENETRATIONS - PALM WAY FULL SIZE PLOT - ANSI D) HALF SIZE PLOT - ANSI B)						SW-503	لا UTILITY PENETRATIONS - BI SCALE = 1:2 (FULL SIZE PLOT - ANS SCALE = 1:4 (HALF SIZE PLOT - ANS	ID)		
		SW-101 SW-102							SW-101 SW-103				
NOTE: HORIZONTAL REBAR AND STIRRUPS NOT SHOWN FOR CLARITY			13'-9" 9'-1" Ç 		#4 REBA BOTH SI	AR, TYP	DTE: HORIZONTAL REBAR AND STIF NOT SHOWN FOR CLARITY	RRUPS	/	14'-11" 10'-3" Q 	/		
			9'-1" ©_ 		BOTH SI	AR, TYP IDES OF WALL PENETRATIO	NOT SHOWN FOR CLARITY			10'-3" © 			#4 REBAR, TYP BOTH SIDES OF WALL PENETRATION
					BOTH SI	AR, TYP IDES OF WALL PENETRATIO TC RETE CAP	NOT SHOWN FOR CLARITY						#4 REBAR, TYP BOTH SIDES OF WALL PENETRATION CONCRETE CAP
TOP OF CONCRETE CAP (+5.3)			9'-1" ©_ 		BOTH SI	AR, TYP IDES OF WALL PENETRATIO TC RETE CAP TC TYPICAL BOT	NOT SHOWN FOR CLARITY			10'-3" © 			BOTH SIDES OF WALL PENETRATION
TOP OF CONCRETE CAP (+5.3)			9'-1" ©_ 		BOTH SI	AR, TYP IDES OF WALL PENETRATIO TC RETE CAP TC TYPICAL BOT CAP - LANDSI <u>MI</u> BOTTOM C CAP AT CC	NOT SHOWN FOR CLARITY DN DP OF CONCRETE CAP (+5.3) DP OF CONDUIT (+3.92 DP OF SSP (+2.7)			10'-3" © 			BOTH SIDES OF WALL PENETRATION
TOP OF CONCRETE CAP (+5.3) TOP OF CONDUIT (+3.92 TOP OF SSP (+2.7) TYPICAL BOTTOM OF EXISTING CONCRETE CAP - LANDSIDE - AFTER REMOVAL (+2.2) MHW EL. +0.31 V EDTTOM OF CONCRETE CAP AT CONDUIT PENETRATION			9'-1" ©_ 		BOTH SI	AR, TYP IDES OF WALL PENETRATIO TC RETE CAP TC TYPICAL BOT CAP - LANDSI <u>MI</u> BOTTOM C CAP AT CC	NOT SHOWN FOR CLARITY DN DP OF CONCRETE CAP (+5.3) DP OF CONDUIT (+3.92 DP OF SSP (+2.7) TOM OF EXISTING CONCRETE DE - AFTER REMOVAL (+2.2) 1000000000000000000000000000000000000			10'-3" © 			BOTH SIDES OF WALL PENETRATION
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NOT SHOWN FOR CLARITY	GROUT SHALL MEET FDOT SEC		9'-1"		BOTH SI BOTH S		NOT SHOWN FOR CLARITY DN DP OF CONCRETE CAP (+5.3)	PREPARED FOR:	A A A A A A A A A A A A A A A A A A A	10'-3"			EOWN MARINA PROJECT
NOT SHOWN FOR CLARITY			9'-1"		BOTH SI BOTH SI BOTH SI BOTH SI BOTH SI CONCR CO	AR, TYP IDES OF WALL PENETRATION RETE CAP TO TYPICAL BOT CAP - LANDSI MI BOTTOM O CAP AT CO - LANDSID BOT ANGWAY BO TO CAP TO CAP AT CO - LANDSID	NOT SHOWN FOR CLARITY DN DP OF CONCRETE CAP (+5.3)	PREPARED FOR:	A A A A A A A A A A A A A A A A A A A	10'-3"			EOTH SIDES OF WALL PENETRATION





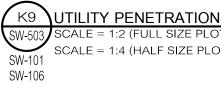






EXHIBIT C

MAINTENANCE PLAN REQUIREMENTS

The **AGENCY** shall submit to the **DEPARTMENT** a maintenance plan detailing the means and methods for accomplishing repairs to the IMPROVEMENTS in accordance with all **DEPARTMENT** Standards, Procedures and Specifications. This plan must be submitted and approved by the **DEPARTMENT** prior to commencing any maintenance or repair activities. The plan should at minimum detail how the **AGENCY** will address the following:

- 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
- 5. The methods to be used for the repair

RESOLUTION NO. 154-2019

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF PALM BEACH, PALM BEACH COUNTY, FLORIDA, APPROVING A CONSTRUCTION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR WORK ASSOCIATED WITH THE TOWN MARINA PROJECT TO BE CONSTRUCTED WITHIN THE FDOT RIGHT-OF-WAY.

* * * *

BE IT RESOLVED BY THE TOWN COUNCIL of the Town of Palm Beach, Palm Beach County, Florida as follows:

<u>Section 1.</u> The Town Council of the Town of Palm Beach hereby approves a Construction Agreement between the Florida Department of Transportation (FDOT) and the Town of Palm Beach for construction of improvements within the FDOT right-of-way that are associated with the Town Marina project.

Section 2. The Town Manager, or his designee, is hereby authorized to execute a Construction Agreement on behalf of the Town of Palm Beach for these improvements.

<u>Section 3.</u> The Town Manager, or his designee, is hereby authorized to take such further actions as may be necessary to effectuate the completion of the said project, and to act as the Construction Coordinator as defined in the Construction Agreement.

PASSED AND ADOPTED in a regular, adjourned session of the Town Council of the Town of Palm Beach assembled this 10th day of December, 2019.

. Coneglio niglio, Mayor

ATTEST:

Kathleen Dominguez, CMC, Page 23 of 23