



**II. FISCAL IMPACT ANALYSIS**

**A. Five Year Summary of Fiscal Impact:**

Fiscal Years	2021	2022	2023	2024	2025
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	_____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
<b>NET FISCAL IMPACT</b>	_____	_____	_____	_____	_____
<b># ADDITIONAL FTE POSITIONS (Cumulative)</b>	_____	_____	_____	_____	_____
Is Item Included in Current Budget?	Yes _____		No <u>X</u>		
Does this item include the use of federal funds?	Yes _____		No <u>X</u>		
Budget Account No.:	Fund _____	Department _____	Unit _____	Object _____	Program _____

**B. Recommended Sources of Funds/Summary of Fiscal Impact:**

There is no fiscal impact; the cash deposit was sent to FDOT during the Construction Agreement process.

**C. Department Fiscal Review:**

*S. Neary*

**III. REVIEW COMMENTS**

**A. OFMB Fiscal and /or Contract Dev. and Control Comments:**

*Liz Monte* 12/10/2020  
OFMB 12/10

*John J. Jaworski* 12/18/2020  
Contract Development & Control  
12-16-20 FW

**B. Legal Sufficiency:**

*[Signature]* 12/18/2020  
for Liz Neary  
Assistant County Attorney

**C. Other Department Review:**

\_\_\_\_\_  
Department Director

RESOLUTION NO. R2021-\_\_\_\_\_

**RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY, FLORIDA APPROVING DISTRICT FOUR MAINTENANCE MEMORANDUM OF AGREEMENT 2020-C-496-00006 WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION AND MAINTENANCE OF A STEEL CASING UNDER STATE ROAD A1A AT OCEAN INLET PARK (PROJECT).**

WHEREAS, Palm Beach County has identified a safer and more cost efficient method of routing discharge pipe through Ocean Inlet Park which will minimize disruption of park services, reduce project time, and minimize public use conflicts during periodic inlet management dredging activities at the South Lake Worth Inlet; and

WHEREAS, the Florida Department of Transportation (FDOT) has jurisdiction over the portion of State Road A1A where the Project will be located; and

WHEREAS, FDOT requires that Palm Beach County (County) enter into District Four Maintenance Memorandum of Agreement (MMA) 2020-C-496-00006 outlining the responsibilities of FDOT and the County with respect to the Project; and

WHEREAS, the COUNTY shall be responsible for operation and maintenance of the Project; and

WHEREAS, the Project is in the best interest of both the County and FDOT and it would be more practical, expeditious, and economical for the County to construct and maintain the Project;

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF PALM BEACH COUNTY FLORIDA, that:**

1. The recitations set forth above are true, accurate and correct, and are incorporated herein.
2. The Board of County Commissioners approves the MMA with FDOT and authorizes the Mayor to sign on behalf of the Board.
3. This Resolution shall take effect upon its adoption.

The foregoing Resolution was offered by Commissioner \_\_\_\_\_,  
who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_,  
and upon being put to a vote, was as follows:

- District 1: Maria G. Marino \_\_\_\_\_
- District 2: Gregg K. Weiss \_\_\_\_\_
- District 3: Dave Kerner \_\_\_\_\_
- District 4: Robert S. Weinroth \_\_\_\_\_
- District 5: Maria Sachs \_\_\_\_\_
- District 6: Melissa McKinlay \_\_\_\_\_
- District 7: Mack Bernard \_\_\_\_\_

The Mayor thereupon declared the Resolution duly passed and adopted this  
\_\_\_\_\_ day of \_\_\_\_\_, 2021.

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

PALM BEACH COUNTY, FLORIDA BY ITS  
BOARD OF COUNTY COMMISSIONERS

JOSEPH ABRUZZO  
Clerk of the Circuit Court & Comptroller

By *Yelizaveta B. Herman*  
Yelizaveta B. Herman  
Assistant County Attorney

By \_\_\_\_\_  
Deputy Clerk

**SECTION NO.:** 93060  
**PERMIT NO.:** 2020-C-496-00006  
**COUNTY:** Palm Beach  
**S.R. No.:** A1A

**DISTRICT FOUR  
MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT**, made and entered into on \_\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component **AGENCY** of the State of Florida, hereinafter called the **DEPARTMENT**, and Palm Beach County, a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter call the **“AGENCY.”**

**WITNESSETH:**

**WHEREAS**, the **DEPARTMENT** has jurisdiction over State Road A1A, Section 93060 between (M.P.) 15.581 and (M.P.) 15.582 in Town of Ocean Ridge, Palm Beach County, Florida as part of the State Highway System; and which is described in **“EXHIBIT A”** (Project Location, Description and Location Map); and

**WHEREAS**, the **AGENCY** seeks to install a 115 feet long, 30 inch diameter steel casing under SR A1A at Ocean Inlet Park for uses as a pipeline corridor, hereinafter called **“IMPROVEMENTS”** as specified in the **PLANS** as described in **EXHIBIT B** and have maintained by the **AGENCY** certain highway and pedestrian **IMPROVEMENTS**;

**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 A1A, Section 93060 between (M.P.) 15.581 and (M.P.) 15.582; and

**WHEREAS**, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain certain elements installed and constructed under **Construction Agreement Permit No.: 2020-C-496-00006**, within the **DEPARTMENT** right of way of State Road A1A, Section 93060 between (M.P.) 15.581 and (M.P.) 15.582, as detailed within **EXHIBIT A** (Project Location, Description and Location Map); and

**WHEREAS**, the Project involves the scope of work as described within **EXHIBIT A** (Project Location, Description and Location Map), **EXHIBIT B** (Plans), **EXHIBIT C** (Maintenance Plan Requirements) which will benefit the **AGENCY**; and

**WHEREAS**, under Permit **2020-C-496-00006**, it is the intent of the **AGENCY** and the **DEPARTMENT** that the **AGENCY** shall maintain the above referenced **IMRPOVEMENTS** and shall secure such obligations with a **“Cash Deposit”** of four thousand, one hundred eighty-one dollars and zero cents (\$4,181.00) to be held in perpetuity, which shall be in the form of a cashier’s check; and

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

**SECTION NO.:** 93060  
**PERMIT NO.:** 2020-C-496-00006  
**COUNTY:** Palm Beach  
**S.R. No.:** A1A

**WHEREAS**, the **AGENCY** by Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 2020, 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 **DEPARTMENT** has issued Permit Number **2020-C-496-00006** to the **AGENCY** to install the **IMPROVEMENTS** along State Road A1A, Section 93060 between (M.P.) 15.581 thru (M.P.) 15.582, as detailed within **EXHIBIT A** (Project Location, Description and Location Map) and **EXHIBIT B** (Plans) which will benefit the **AGENCY**. The **AGENCY** has agreed to install the **IMPROVEMENTS**.
  1. All activities including **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 Palm Beach Operations Center, 7900 Forest Hill Blvd., West Palm Beach 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 **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 **IMPROVEMENTS**. The **DEPARTMENT'S** Operation Center Public Information Officer (see telephone number in sub-Paragraph (5) shall also be notified.
  7. The **AGENCY** shall be responsible to clear all utilities within the **IMPROVEMENTS** limits before construction commences.

## **3. MAINTENANCE OF FACILITIES**

- A. The **AGENCY** agrees to maintain certain **IMPROVEMENTS** to be installed under Construction Agreement Permit Number **2020-C-496-00006**. Maintenance by the **AGENCY** will include repair, restoration, and general maintenance of all said

**SECTION NO.:** 93060  
**PERMIT NO.:** 2020-C-496-00006  
**COUNTY:** Palm Beach  
**S.R. No.:** A1A

architectural elements as described in **EXHIBIT A** (Project Location, Description and Location Map) within the limits of construction within the **DEPARTMENT'S** Right-of-Way. Maintenance shall be as indicated below and in accordance with **EXHIBIT C** (Maintenance Requirements).

1. 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 operations and shall repair such damage to the satisfaction of the **DEPARTMENT** at no expense to the **DEPARTMENT**.
  2. The **AGENCY** agrees to maintain, at its sole cost and expense, the **IMPROVEMENTS** set forth in **EXHIBIT A** in compliance with any and all applicable laws which shall include, but not be limited to, laws and regulations relating to ADA, as currently enacted or may be amended from time to time.
  3. The **AGENCY** shall maintain the **IMPROVEMENTS** and shall be kept clean and free from trash and debris. The **IMPROVEMENTS** shall be free of pest such as stinging insects, rodents, vermin, including removal of nests as needed.
- B. Upon receipt of any FDOT inspection report, take appropriate actions as necessary. 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 Plans Preparation Manual (PPM), (b) Florida Green Book, (c) Standard Specifications for Roadway and Bridge Construction, as amended, (d) FDOT Design Standards and (e) Manual on Uniform Traffic Control Devices (MUTCD) and (f) other provisional documents referenced herein.
- C. If it becomes necessary to provide utilities (water/electricity) to these **IMPROVEMENTS**, all costs 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 of utility usage for water and electrical, are the maintaining **AGENCY'S** responsibility.
- D. The **AGENCY** shall be directly responsible for impact and connection AND The **AGENCY** shall become responsible for the above named ongoing utility costs.
- E. The above named functions, to be performed by the **AGENCY** and 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 said plans without written approval of the **DEPARTMENT**.
- F. Any work impacting traffic flow on SR-A1A or adjacent roadways or ramps 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

**SECTION NO.: 93060**  
**PERMIT NO.: 2020-C-496-00006**  
**COUNTY: Palm Beach**  
**S.R. No.: A1A**

- 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**, 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 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. The **DEPARTMENT** may demolish the incomplete installation, or part thereof, with **DEPARTMENT** or Contractor's personnel and invoice the **AGENCY** for the cost of such work. The actual cost for such work will be charged to the **AGENCY**.
  4. The **DEPARTMENT** may maintain the **IMPROVEMENTS** or a part thereof, with **DEPARTMENT** or its' Contractor's personnel and invoice the **AGENCY** for expenses incurred.
  5. The **DEPARTMENT** may terminate the Agreement in accordance Section 11 of this Agreement, and remove, by **DEPARTMENT** or private contractor's personnel, all of the **IMPROVEMENTS** installed under this Agreement or any preceding Agreements and invoice the **AGENCY** the reasonable cost of such removal.
  6. In the case of an emergency requiring immediate response, the **DEPARTMENT** will endeavor to promptly notify the **AGENCY**. If, however, the **AGENCY** is not able to be notified, the **DEPARTMENT** may perform the emergency maintenance work and the **AGENCY** shall pay all costs thereof within thirty (30) days of receipt of the invoice.
  7. If there is no standard equivalent item, 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**.
  8. At the discretion of the **DEPARTMENT**, the **DEPARTMENT** may terminate the Agreement in accordance with Section 11 of the Agreement and remove within the limits of the **DEPARTMENT'S** Right-of-Way, 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.
  9. If at any time Maintenance is not being performed, or should the structure be deemed unsafe by the **DEPARTMENT**, the **DEPARTMENT** may close the pedestrian bridge within the SR A1A Right-of-way.



**SECTION NO.:** 93060  
**PERMIT NO.:** 2020-C-496-00006  
**COUNTY:** Palm Beach  
**S.R. No.:** A1A

**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 **AGENCY's** Property for the following purposes: (1) observing and inspecting the **IMPROVEMENTS**; (2) removing the **IMPROVEMENTS** and (3) otherwise performing activities relating to this Agreement.

**6. INSPECTION:**

The **AGENCY** at its own expense and by permit (Construction Agreement) shall install the **IMPROVEMENTS** described in EXHIBIT B (Plans). Before final acceptance of the **IMPROVEMENTS**, the **DEPARTMENT** shall inspect the **IMPROVEMENTS**. The **DEPARTMENT** may approve the **IMPROVEMENTS** provided they comply with the Construction Agreement.

**7. CASH DEPOSIT:**

Throughout the term of this Agreement, the **AGENCY** shall maintain a **CASH DEPOSIT** of four thousand, one hundred eighty-one dollars and zero cents (\$4,181.00) to secure any obligations of the **AGENCY** under this agreement, including, but not limited to, costs of construction, operation maintenance, repair, relocation, adjustment, or removal of the improvement. Interest earnings on the Cash Deposit shall accrue to the **DEPARTMENT**. In the event that **AGENCY** fails to comply with the terms and conditions of this Agreement, the **DEPARTMENT** may recover such sums from the **AGENCY** as are necessary in order to cure the breach, by applying the Cash Deposit. The Cash Deposit shall be held in perpetuity and will not be released until **IMPROVEMENTS** are removed and the area is restored to a condition acceptable to the **DEPARTMENT**. At any time if the Cash Deposit is depleted, the **AGENCY** shall be required to replenish the Cash Deposit in accordance with the estimate that is reasonable according to the **DEPARTMENT** as of the date of the Cash Deposit replenishment to be held in perpetuity.

**8. REVIEW OF IMPROVEMENTS RELATED TO CASH DEPOSIT:**

This Agreement to maintain the **IMPROVEMENTS** shall be reviewable every ten years from the date of the permit (Construction Agreement). The terms and conditions of the permit (Construction Agreement), this Agreement and the amount of the Cash Deposit shall be the subject of such review with an examination of whether modifications are required to meet changing conditions. Subjects of such review will include, but not be limited to, insurance coverage and security for the operation; maintenance of the **IMPROVEMENTS**; and environmental considerations. Any such modifications shall be within the sole discretion of the **DEPARTMENT** and shall be incorporated within a revised permit issued by the **DEPARTMENT**. This agreement in no way limits the **DEPARTMENT'S** rights under the permit (Construction Agreement) including, but not limited to, the right to revoke the permit (Construction Agreement).

**SECTION NO.:** 93060  
**PERMIT NO.:** 2020-C-496-00006  
**COUNTY:** Palm Beach  
**S.R. No.:** A1A

**9. EMINENT DOMAIN:**

- A. The construction of the **IMPROVEMENT** does not create or vest any property rights in the **AGENCY**, successor or assigns. The **AGENCY** acknowledges and agrees that its relationship with the **DEPARTMENT** is one of permitor and permittee and no other relationship either express or implied shall be deemed to apply to the parties under this Agreement or the Construction Agreement to be entered into. Revocation of the permit (Construction Agreement) for any cause shall not be deemed a taking under eminent domain or other law so as to entitle the **AGENCY** to compensation for any interest suffered or lost as a result of the permit or this Agreement, including any other facts or circumstances arising out of or in connection with the agreement or the permit herein referenced.
- B. **AGENCY** hereby waives and relinquishes any legal rights and monetary claims, if any, which it might claim for compensation or damages of any sort, including special damages, severance damages removal costs or loss of business profits, resulting from the **AGENCY**'s loss of use of the permitted **IMPROVEMENTS**. **AGENCY** also hereby waives and relinquishes any legal rights and monetary claims, if any, which it might have for full compensation or damages of any sort as set out above, as a result of **AGENCY**'s loss of use of the **IMPROVEMENTS**, if any or all adjacent properties owned or leased by **AGENCY** are taken under eminent domain proceedings or sold under the threat thereof. This waiver and relinquishment applies whether this agreement and the referenced permit (Construction Agreement) is still in existence on the date of taking or sale; or has been terminated thereto.
- C. It is expressly stipulated that this Agreement is a license for permissive use only and that the placing of facilities upon public property pursuant to this Agreement shall not operate to create or vest any property right in said **AGENCY**. It is covenanted and agreed by and between the parties that this Agreement shall form a part of the permit issued by the **DEPARTMENT** to the **AGENCY**, and the permit (Construction Agreement) shall form a part of this Agreement.

**10. 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**. The **AGENCY** shall be given sixty (60) calendar day's notice to remove, relocate or adjust said **IMPROVEMENTS** after which time the **DEPARTMENT** may remove same. All permits, fees, and any mitigation associated with the removal, relocation or adjustments of these **IMPROVEMENTS** are the maintaining **AGENCY**'s responsibility. Additionally, the **DEPARTMENT** may, if it determines it necessary, require the **AGENCY** to cause the removal of the subject improvement if the **AGENCY** fails to complete construction, maintain, operate or repair the structure in accordance with the terms of this Agreement or the Permit (Construction Agreement) related hereto

**11. AGREEMENT TERMINATION**

**SECTION NO.:** 93060  
**PERMIT NO.:** 2020-C-496-00006  
**COUNTY:** Palm Beach  
**S.R. No.:** A1A

- A. This Agreement may be terminated under any one (1) of the following conditions:
1. 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.
  2. 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.
  3. By the **DEPARTMENT** with a six (6) month written notice.

## **12. AGREEMENT TERM**

The term of this Agreement commences upon execution by all parties.  
The term of this Agreement shall remain in effect until removal of **IMPROVEMENTS**.

## **13. 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 any indemnification clause does not cover or indemnify the **DEPARTMENT** for its own negligence or willful or intentional torts.
- 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.

**SECTION NO.: 93060**  
**PERMIT NO.: 2020-C-496-00006**  
**COUNTY: Palm Beach**  
**S.R. No.: A1A**

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/ 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.
4. Nothing contained herein or in any instruments executed pursuant to this Agreement shall be construed as a waiver or attempted waiver of any immunity from, or limitation of, liability the **DEPARTMENT** or **AGENCY** has under the

Doctrine of Sovereign Immunity as it presently exists in the Florida Constitution and Section 768.28 Florida Statutes. Nothing in this Agreement shall be construed as consent by the **DEPARTMENT** or **AGENCY** to be sued by third parties in any matter whether arising out of this Agreement or anything else whatsoever.

#### 15. 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** during the term of the contract; 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.

#### 16. 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, Permit No.: 2020-C-496-00006.

#### 17. FISCAL PROVISION

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.

**SECTION NO.:** 93060  
**PERMIT NO.:** 2020-C-496-00006  
**COUNTY:** Palm Beach  
**S.R. No.:** A1A

**18. ASSIGNMENT**

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

**19. 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 Broward County as the venue in which any dispute under this agreement is decided.

**20. 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  
3400 West Commercial Blvd  
Ft. Lauderdale, FL 33309-3421  
District Maintenance Engineer

If to the **AGENCY**:

Palm Beach County Dept. of Environmental Resources Mgmt.  
Department Director  
2300 North Jog Road  
West Palm Beach, Florida 33411-2743

**22. LIST OF EXHIBITS:**

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

SECTION NO.: 93060  
PERMIT NO.: 2020-C-496-00006  
COUNTY: Palm Beach  
S.R. No.: A1A

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

**AGENCY**

PALM BEACH COUNTY, a political subdivision of the State of Florida  
BOARD OF COUNTY COMMISSIONERS

Attest:

JOSEPH ABRUZZO, Clerk of the Circuit Court & Comptroller

\_\_\_\_\_  
Deputy Clerk (Seal)

By: \_\_\_\_\_  
Dave Kerner, Mayor

APPROVED AS TO FORM & LEGAL SUFFICIENCY:

\_\_\_\_\_  
Print

By: /s/ Yelizaveta B. Herman  
Yelizaveta B. Herman  
Assistant County Attorney

\_\_\_\_\_  
Date

APPROVED AS TO TERMS & CONDITIONS:

By: \_\_\_\_\_  
Deborah Drum, Department Director  
Environmental Resources Management

SECTION NO.: 93060  
PERMIT NO.: 2020-C-496-00006  
COUNTY: Palm Beach  
S.R. No.: A1A

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

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

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

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

Approval as to Form:

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

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

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

SECTION NO.: 93060  
PERMIT NO.: 2020-C-496-00006  
COUNTY: Palm Beach  
S.R. No.: A1A

**EXHIBIT A**

PROJECT LOCATION, DESCRIPTION AND LOCATION MAP

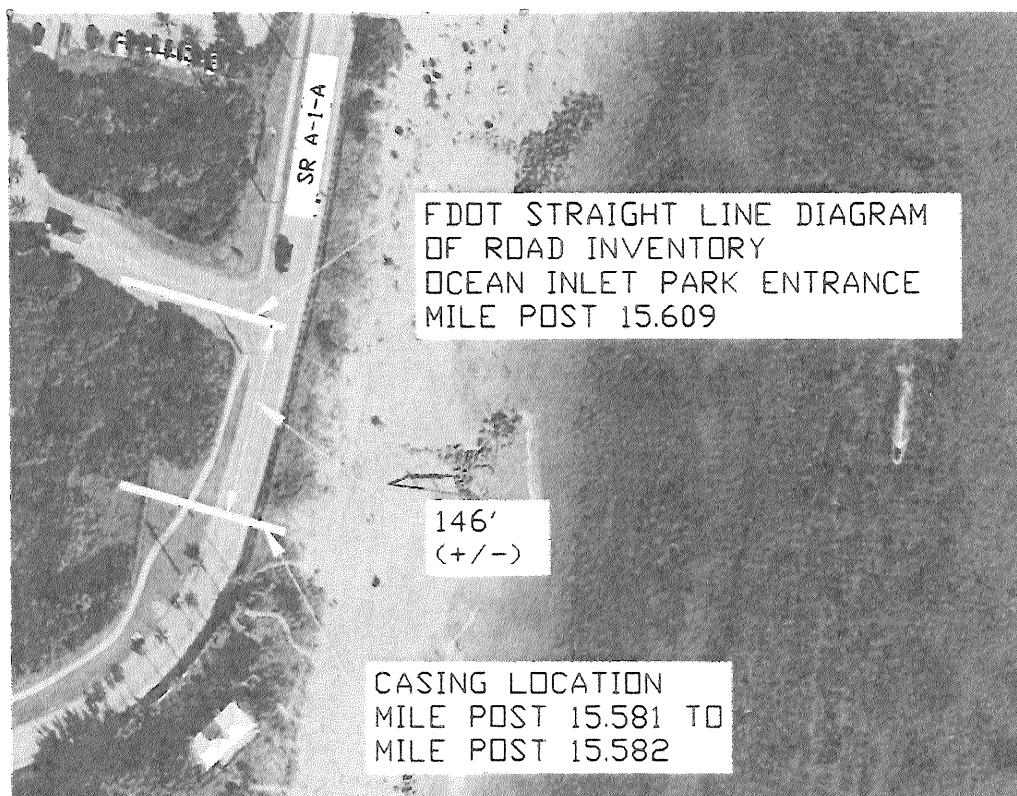
Location:

The **IMPROVEMENTS** associated with this Agreement are located within the City of Town of Ocean Ridge, Palm Beach County, Florida along State Road A1A, Section 93060000, between (M.P.) 15.581 thru (M.P.) 15.582

Description:

The **AGENCY** seeks to install a 115 feet long, 30 inch diameter steel casing under SR A1A at Ocean Inlet Park for uses as a pipeline corridor and maintain said **IMPROVEMENTS** within the right-of-way of State Road A1A located in the City of Town of Ocean Ridge, Palm Beach County, Florida between (M.P.) 15.581 and (M.P.) 15.582

Project Aerial





**SECTION NO.:** 93060  
**PERMIT NO.:** 2020-C-496-00006  
**COUNTY:** Palm Beach  
**S.R. No.:** A1A

**EXHIBIT B**

**PERMIT PLANS**

Permit Plans prepared by Michael L. Evans, P.E. at Palm Beach County Department of Environmental Resources Management, dated May 14, 2020, as approved by the **DEPARTMENT.**

Permit Plans (attached)

Sheets Included:

PDF Page Number (#)	Plan Sheet (#)	Sheet Description
15	1	COVER SHEET
16	2	GENERAL NOTES
17	3	SITE PLAN
18	4	LAYOUT PLAN
19	5	MISC. DETAILS
20	6	PIPE COLLAR DETAILS
21	7	SPECIAL CROSS SECTIONS STA. 335+63.30

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# TOWN OF OCEAN RIDGE COUNTY OF PALM BEACH STATE OF FLORIDA

OCEAN INLET PARK CASING UNDER A-1-A  
BOARD OF COUNTY COMMISSIONERS

DAVE KERNER, MAYOR  
DISTRICT 3

HAL R. VALECHE  
DISTRICT 1

ROBERT S. WEINROTH, VICE MAYOR  
DISTRICT 4

GREGG K. WEISS  
DISTRICT 2



MARY LOU BERGER  
DISTRICT 5

MELISSA MCKINLAY  
DISTRICT 6

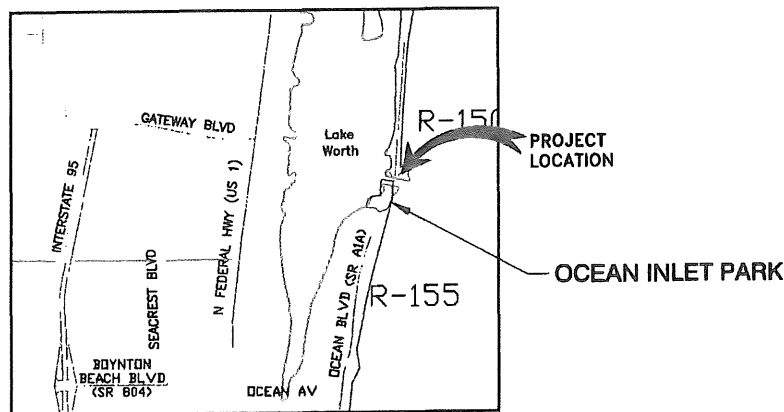
MACK BERNARD  
DISTRICT 7

**INDEX OF DRAWINGS**

SHEET NO.	DESCRIPTION
1	COVER SHEET
2	GENERAL NOTES
3	SITE PLAN
4	LAYOUT PLAN
5	MISC. DETAILS
6	PIPE COLLAR DETAILS
7	SPECIAL CROSS SECTION STA. 335+63.30

INFORMATION ONLY - NOT FOR CONSTRUCTION

SHEET NO.	DESCRIPTION
1-16	STATE PROJECT NO.93060-3504



SECTION 16, 15, 21, 22 TOWNSHIP 45S, RANGE 43E

LOCATION MAP  
N.T.S.

POSTED SPEED = 25 MPH  
PERMIT NO. 2020-C-496-00006-93060

PALM BEACH COUNTY  
DEPARTMENT OF  
ENVIRONMENTAL RESOURCES MANAGEMENT  
2300 NORTH JOG ROAD, 4th FLOOR  
WEST PALM BEACH, FLORIDA 33411  
(561) 233-2400

5/14/2020  
MICHAEL LEVANS  
F.P.E. No. 54783

SCALE: AS NOTED  
APPROVED: TL  
DRAWN: MC  
CHECKED: MC  
DATE: 11/20/09



OCEAN INLET PARK  
CASING UNDER A-1-A  
COVER SHEET

1 OF 7

GENERAL NOTES:

1. MAINTENANCE OF TRAFFIC SHALL BE IN ACCORDANCE WITH CURRENT FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS INDEX NO'S, 600 THROUGH 660 INCLUSIVE. COST OF CONTRACTOR'S MAINTENANCE OF TRAFFIC SHALL BE INCORPORATED IN AND INCIDENTAL TO COST OF LINE ITEM FOR MOBILIZATION.
2. CONTRACTOR SHALL UTILIZE CONSTRUCTION METHODS AND DEVICES SUCH AS SILT FENCE WHERE NECESSARY IN ORDER TO COMPLY WITH STATE AND LOCAL WATER QUALITY STANDARDS. COST OF SUCH METHODS OR DEVICES SHALL BE INCORPORATED IN AND INCIDENTAL TO COST OF LINE ITEM FOR MOBILIZATION. LOCATION OF SILT FENCE SHALL BE FIELD ADJUSTED AS NEEDED TO AVOID IMPACTS TO EXISTING VEGETATION.
3. TO ANY EXCAVATION THE CONTRACTOR SHALL COMPLY WITH FLORIDA STATUTE 553.851 FOR THE PROTECTION OF UNDERGROUND GAS PIPELINES.
4. CONTRACTOR SHALL NOTIFY SUNSHINE STATE ONE-CALL OF FLORIDA, INC AT 1-800-432-4770 AND ALL AFFECTED UTILITIES 48 HOURS IN ADVANCE OF ANY EXCAVATION INVOLVING THEIR FACILITIES SO THAT A COMPANY REPRESENTATIVE MAY BE PRESENT.
5. ALL NORTHING AND EASTING COORDINATES ARE NAD83/90. ALL ELEVATIONS ARE IN THE NAVD88 DATUM.
6. NO CONSTRUCTION SHALL COMMENCE UNTIL ALL REQUIRED PERMITS AND APPROVALS HAVE BEEN SECURED, AND THE CONTRACTOR IS ISSUED A NOTICE TO PROCEED.
7. CONTRACTOR SHALL ARRANGE A PRE-CONSTRUCTION MEETING WITH THE COUNTY PRIOR TO ANY SITE WORK BEING PERFORMED. JOB SITE SUPERINTENDENT AND APPROPRIATE MANAGEMENT PERSONNEL SHALL BE IN ATTENDANCE.
8. AS A CONDITION PRECEDENT TO SUBSTANTIAL COMPLETION, THE CONTRACTOR SHALL PROVIDE THE COUNTY RECORD DRAWINGS OF THE PROJECT DEPICTING CONSTRUCTED CONDITIONS. THE RECORD DRAWINGS SHALL BE SIGNED AND SEALED BY A FLORIDA REGISTERED PROFESSIONAL SURVEYOR AND MAPPER ACCEPTABLE TO THE COUNTY. SUFFICIENT QUANTITIES OF PLANS ARE TO BE PROVIDED FOR THE COUNTY AND REGULATORY AGENCIES.

COLLAR DESIGN CRITERIA:

1. WIND DESIGN PER ASCE 7-10  
VELOCITY ULT = 170MPH (3 SEC.)  
VELOCITY ASD = 132MPH (3 SEC.)  
RISK CATEGORY II  
EXPOSURE : "D"  
Kz1 = 1.0  
Kd = 0.85  
G = 0.95  
qh = 53.5 PSF
2. DESIGN LOAD: SURCHARGE LIVE LOAD = 100 PSF.

COLLAR GENERAL NOTES:

1. DESIGNED IN ACCORDANCE WITH 2017 FLORIDA BUILDING CODE (FBC)
2. CONCRETE TO BE :  
FDOT CLASS IV 5,5000 PSI CONCRETE PIPE COLLAR
3. PROVIDE 3/4 INCH CHAMFER ON ALL EXPOSED CORNERS.
4. ALL EXPOSED SURFACES TO RECEIVE AN FDOT CLASS 5 FINISH. COLOR TO BE APPROVED BY COUNTY.
5. ALL REINFORCEMENT SHALL BE GRADE 60 HOT DIPPED GALVANIZED.
6. MINIMUM CONCRETE COVER: UNIFORM AND EXPOSED TO EARTH: 4 INCHES (UON)  
FORMED AND EXPOSED TO EARTH 3 INCHES (UON)

GENERAL CONSTRUCTION NOTES:

1. ALL CONCRETE SIDEWALK AND SLAB SURFACES SHALL BE 0" TO 1" ABOVE THE ADJACENT FINISHED GRADE.
2. MINIMUM 12" SUBGRADE COMPACTION TO 98% MAXIMUM DENSITY PER AASHTO T-180 REQUIRED FOR ALL CONCRETE SIDEWALKS AND SLABS.
3. ALL CONCRETE TESTING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.
4. ALL SOILS COMPACTION TESTING SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR.

FDOT GENERAL NOTES:

1. PERMIT IS VALID FOR ONE YEAR FROM DATE OF ISSUE. PERMITEE WILL PROVIDE THE F.D.O.T. WITH CERTIFIED "AS-BUILT" PLANS PRIOR TO FINAL ACCEPTANCE OF THE PERMITTED WORK. PERMITEE/CONSTRUCTION COORDINATOR 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.
2. 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.
3. THIS PERMIT IS VALID ONLY FOR WORK PROPOSED WITHIN THE D.O.T. RIGHT-OF-WAY. 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.
4. 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.
5. ALL MAINTENANCE OF TRAFFIC M.O.T. FOR THIS PROJECT WILL BE IN COMPLIANCE WITH THE DEPARTMENTS CURRENT EDITION OF THE FDOT STANDARD PLANS FOR ROAD AND BRIDGE CONSTRUCTION INDICES, (102-800 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 DEVICES(S) AT THE PERMITEE'S SOLE EXPENSE. SPECIAL ATTENTION WILL BE GIVEN TO INDICES 102-005, 102-010, 102-045, 102-050, AND 102-075.
6. IT IS THE PERMITEE'S RESPONSIBILITY TO OBTAIN FINAL ACCEPTANCE OF PERMITTED WORK (COMPLETED) AND THE RESTORATION OF THE RIGHT-OF-WAY FROM THE F.D.O.T. PRIOR TO USAGE.
7. PERMITEE WILL PROVIDE THE NECESSARY DENSITIES IN ACCORDANCE WITH SECTION 125-8 OF THE FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION (LATEST EDITION) PRIOR TO FINAL ACCEPTANCE BY THE F.D.O.T.
8. PERMITEE WILL RESTORE THE RIGHT OF WAY AS A MINIMUM, TO ITS ORIGINAL CONDITION OR BETTER IN ACCORDANCE W/F.D.O.T.'S LATEST STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION OR AS DIRECTED BY THE RESIDENT OPERATIONS ENGINEER.
9. PERMITEE 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).

FDOT GENERAL NOTES (CONTINUED):

15. PERMITEE: PLEASE NOTE. PERMITEE'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, CERTIFICATE OF LIABILITY INSURANCE AND MOT CERT W/ 24/7 CONTACT # AND EMAIL ATTACHED PRIOR TO ANY COMMENCEMENT OF PERMITTED WORK.
16. PRIOR TO ANY WORK REQUIRING LANE CLOSURES, MOBILE OPERATIONS OR TRAFFIC PACING OPERATIONS, THE CONTRACTOR OR PERMITEE SHALL SUBMIT A REQUEST TO THE DEPARTMENT THAT INCLUDES THE TIME, LOCATION, AND DESCRIPTION OF THE 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 WITHIN FDOT R/W. YOU MUST ALSO COMPLY WITH THE LANE CLOSURE ANALYSIS AS OUTLINED IN THE FDOT DESIGN MANUAL (FDM) 241.1 & 240.4.2.7. THE REQUEST SHALL BE ENTERED INTO THE LANE CLOSURE INFORMATION SYSTEM (LCIS) BY THE PERMITEE AT THE FOLLOWING URL ADDRESS: <https://www.fdot.lcis.com/login.aspx>. EACH REQUEST WILL BE RECEIVED BY THE APPROPRIATE DEPARTMENT PERSONNEL FOR COMPLIANCE WITH CONTACT OR PERMIT REQUIREMENTS AND COORDINATION WITH ADJACENT PROJECTS OR WORK ACTIVITIES.
17. PERMIT IS VALID FOR ONE YEAR FROM DATE OF ISSUE.



PALM BEACH COUNTY  
DEPARTMENT OF  
ENVIRONMENTAL RESOURCES MANAGEMENT  
3800 NORTH JOE BOULEVARD, 4TH FLOOR  
WEST PALM BEACH, FLORIDA 33411  
(561) 233-2400

5/14/2020  
MICHELL EVANS  
P.E. No. 58703

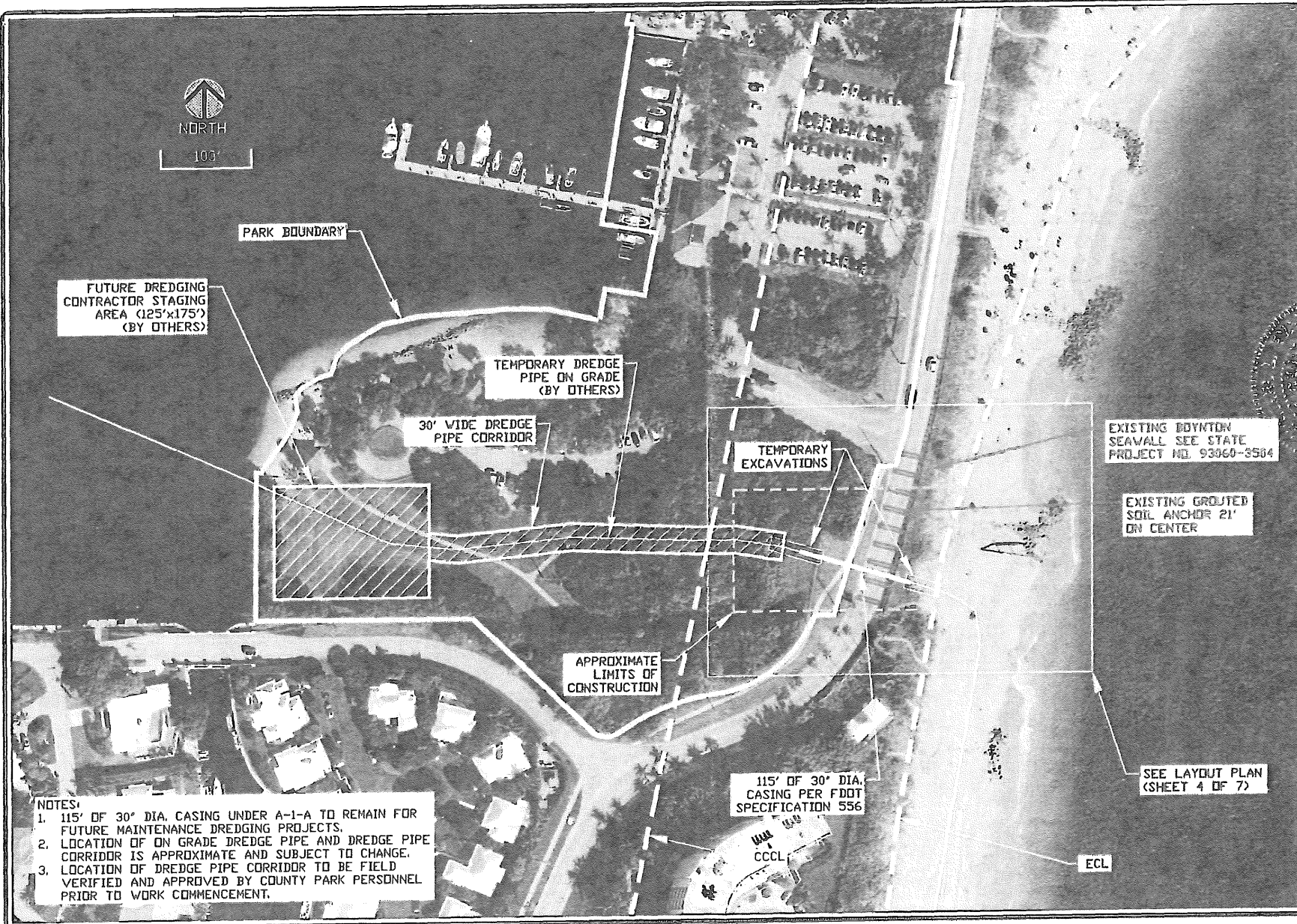
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DRAWN: ME  
CHECKED: ME  
DATE: 11/20/19

PRELIMINARY

OCEAN INLET PARK  
CASING UNDER A-1-A  
GENERAL NOTES

SHEET  
2 OF 7

5/14/2020 - REVISED FDOT GENERAL NOTES. IN RESPONSE TO APRIL 7, 2020, DEPARTMENT CONCERNS MEMORANDUM FOR PERMIT NO. 2020-C-496-00006-93060



- NOTES:
1. 115' OF 30" DIA. CASING UNDER A-1-A TO REMAIN FOR FUTURE MAINTENANCE DREDGING PROJECTS.
  2. LOCATION OF ON GRADE DREDGE PIPE AND DREDGE PIPE CORRIDOR IS APPROXIMATE AND SUBJECT TO CHANGE.
  3. LOCATION OF DREDGE PIPE CORRIDOR TO BE FIELD VERIFIED AND APPROVED BY COUNTY PARK PERSONNEL PRIOR TO WORK COMMENCEMENT.

PALM BEACH COUNTY  
 DEPARTMENT OF  
 ENVIRONMENTAL RESOURCES MANAGEMENT  
 2500 NORTH JOG ROAD, 4th FLOOR  
 WEST PALM BEACH, FLORIDA 33411  
 (561) 255-2400

SEAL  
 M. K. KILL  
 2/20/2020  
 MICHELL EVANS  
 F.P.E. No. 5495

SCALE AS NOTED:  
 APPROVED BY:  
 DRAWN BY:  
 CHECKED BY:  
 DATE: 11/22/19

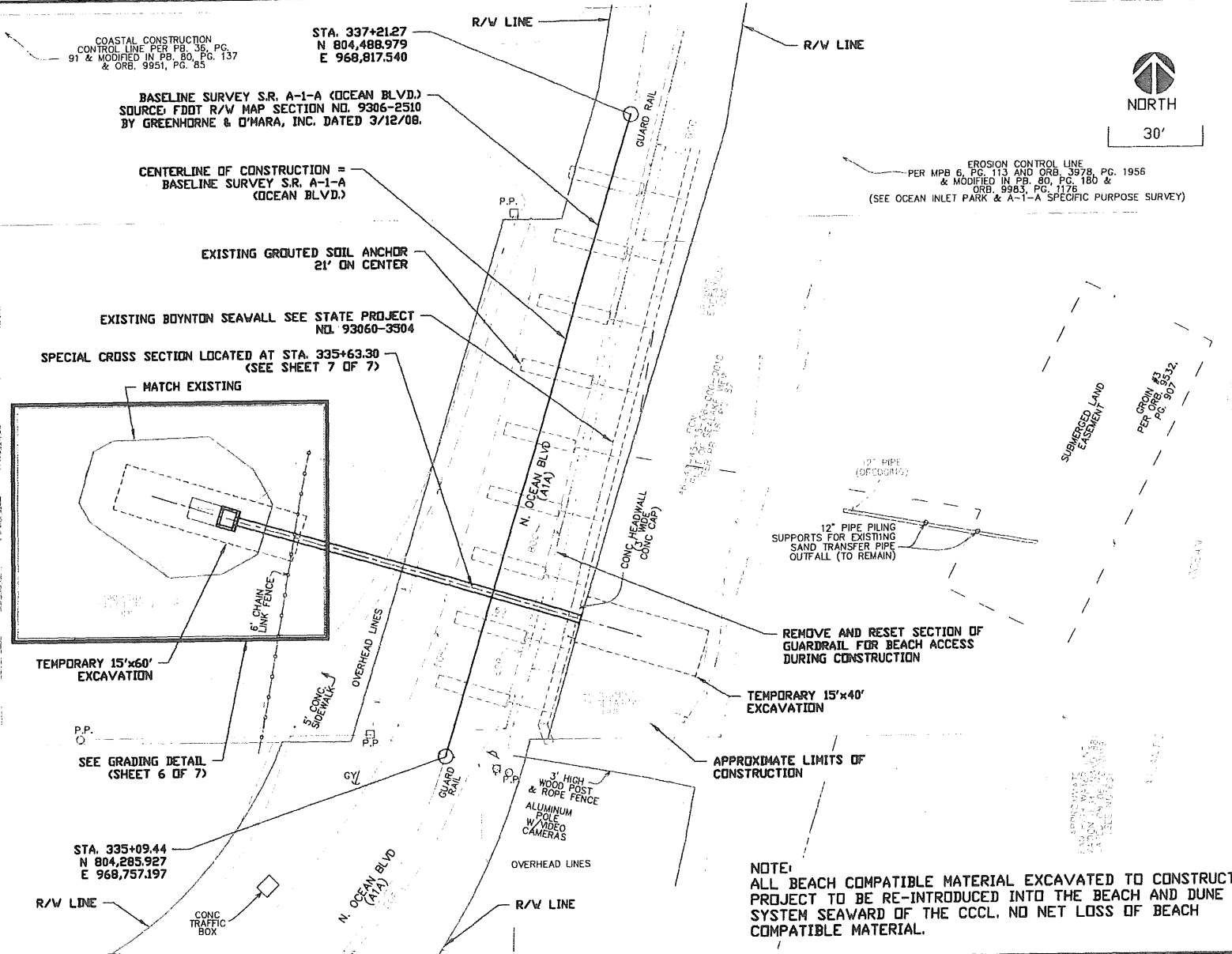


PROJECT  
 OCEAN INLET PARK  
 CASING UNDER A-1-A  
 SHEET  
 SITE PLAN

3 OF 7

DATE: 12/20/2019 3:45:09 PM

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COASTAL CONSTRUCTION  
CONTROL LINE PER PB. 36, PG. 91  
& MODIFIED IN PB. 80, PG. 137  
& ORB. 9951, PG. 85

STA. 337+21.27  
N 804,488.979  
E 968,817.540

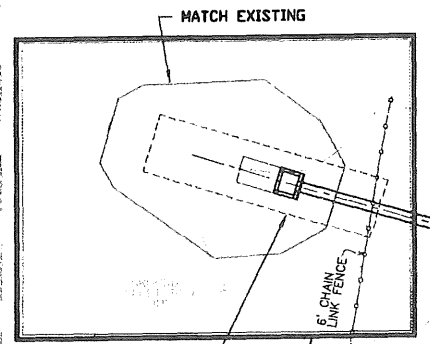
BASELINE SURVEY S.R. A-1-A (OCEAN BLVD.)  
SOURCE FDOT R/W MAP SECTION NO. 9306-2510  
BY GREENHORNE & O'MARA, INC. DATED 3/12/08.

CENTERLINE OF CONSTRUCTION =  
BASELINE SURVEY S.R. A-1-A  
(OCEAN BLVD.)

EXISTING GROUTED SOIL ANCHOR  
21' ON CENTER

EXISTING BOYNTON SEAWALL SEE STATE PROJECT  
NO. 93060-3304

SPECIAL CROSS SECTION LOCATED AT STA. 335+63.30  
(SEE SHEET 7 OF 7)



TEMPORARY 15'x60'  
EXCAVATION

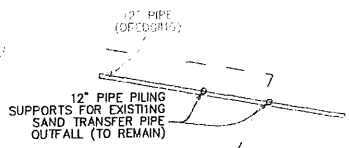
SEE GRADING DETAIL  
(SHEET 6 OF 7)

STA. 335+09.44  
N 804,285.927  
E 968,757.197

EROSION CONTROL LINE  
PER MPB 6, PG. 113 AND ORB. 3978, PG. 1956  
& MODIFIED IN PB. 80, PG. 180 &  
ORB. 9983, PG. 1176  
(SEE OCEAN INLET PARK & A-1-A SPECIFIC PURPOSE SURVEY)



SUBMERGED LAND  
EASEMENT  
CON. #3  
PER ORB. 8532,  
PG. 907.02



REMOVE AND RESET SECTION OF  
GUARDRAIL FOR BEACH ACCESS  
DURING CONSTRUCTION

TEMPORARY 15'x40'  
EXCAVATION

APPROXIMATE LIMITS OF  
CONSTRUCTION

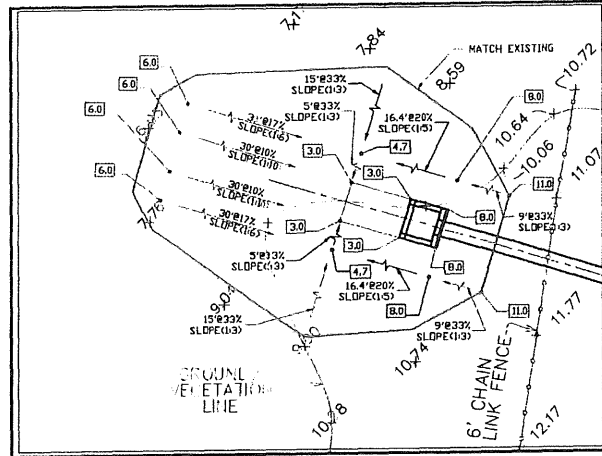
NOTE:  
ALL BEACH COMPATIBLE MATERIAL EXCAVATED TO CONSTRUCT  
PROJECT TO BE RE-INTRODUCED INTO THE BEACH AND DUNE  
SYSTEM SEAWARD OF THE CCCL. NO NET LOSS OF BEACH  
COMPATIBLE MATERIAL.

PALM BEACH COUNTY  
DEPARTMENT OF  
ENVIRONMENTAL RESOURCES MANAGEMENT  
2800 NORTH JOG ROAD, 4TH FLOOR  
WEST PALM BEACH, FLORIDA 33411  
(888) 223-2400

SCALE: AS NOTED  
APPROVED BY: [Signature]  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]  
DATE: 11/20/19

PROJECT: OCEAN INLET PARK  
CASING UNDER A-1-A  
LAYOUT PLAN

SHEET:  
4 OF 7



GRADING DETAIL

SCALE: 1"=20'



NORTH

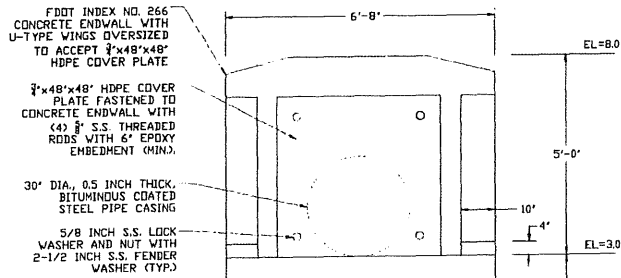
20'

LEGEND

- EXISTING GRADES
- PROPOSED GRADES

NOTES:

- 1) SLOPES SHOWN ARE MAXIMUM SLOPES.
- 2) ALL DISTURBED AREAS TO RECEIVE BANIA SOO (PASPALUM NOTATUM) INSTALLED PER FDOT SPECIFICATION 556.
- 3) MINIMAL TRIMMING OF EXISTING SEA GRAPE (COCOLOBA UVIFERA) IS EXPECTED. NO REMOVAL OF SEA GRAPES REQUIRED.



CONCRETE ENDWALL WITH U-TYPE WINGS FRONT ELEVATION

SCALE: 1"=3'

NOTES:

- 1) SEE FDOT INDEX NO. 266 FOR ADDITIONAL CONCRETE ENDWALL DETAILS.
- 2) CONTRACTOR TO SUBMIT SHOP DRAWING FOR HDPE COVER PLATE FOR REVIEW AND APPROVAL PRIOR TO FABRICATION.
- 3) 30" DIAMETER STEEL PIPE CASING INSTALLED PER FDOT STANDARD SPECIFICATION SECTION 556.
- 4) HDPE COVER PLATE INSTALLED BETWEEN SAND TRAP DREDGING EVENTS.

PALM BEACH COUNTY  
DEPARTMENT OF  
ENVIRONMENTAL RESOURCES MANAGEMENT  
2200 NORTH JOG ROAD, 4th FLOOR  
WEST PALM BEACH, FLORIDA 33411  
(561) 233-2400

APPROVED  
2/29/2020  
MICHAEL LEWIS  
P.E. No. 54793

SCALE AS NOTED  
APPROVER: TL  
DRAWN: ME  
CHECKED: ME  
DATE: 11/22/19

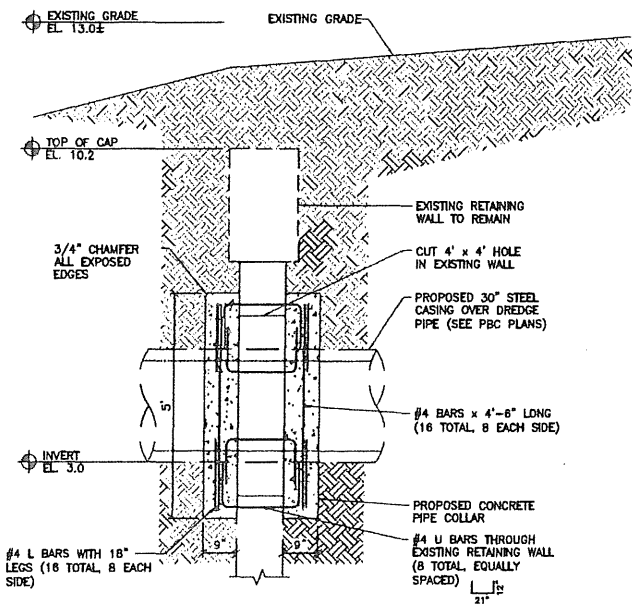


PROJECT: OCEAN INLET PARK  
CASING UNDER A-1-A  
MISC. DETAILS

SHEET:  
5 OF 7

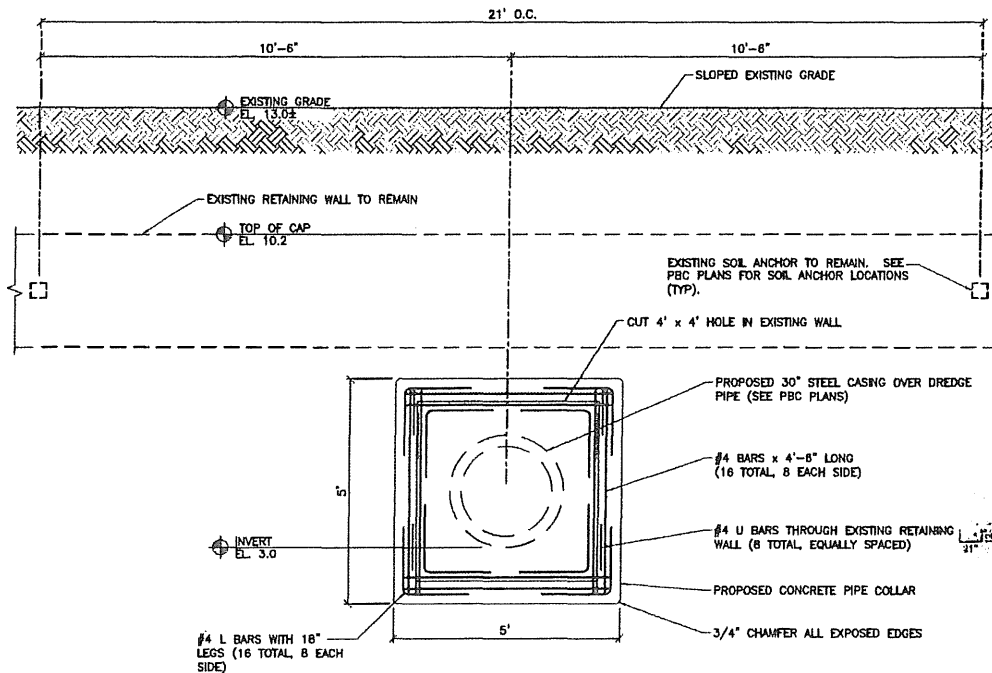
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PIPE COLLAR DETAIL

1 0.5 0 1  
GRAPHIC SCALE IN FEET



PIPE COLLAR ELEVATION

1 0.5 0 1  
GRAPHIC SCALE IN FEET

**GENERAL NOTES:**

- DESIGNED IN ACCORDANCE WITH 2017 FLORIDA BUILDING CODE (FBC).
- CONCRETE TO BE: FDOT CLASS IV 5,500 PSI CONCRETE PIPE COLLAR
- PROVIDE 3/4 INCH CHAMFER ON ALL EXPOSED CORNERS.
- ALL EXPOSED SURFACES TO RECEIVE AN FDOT CLASS 5 FINISH. COLOR TO BE APPROVED BY OWNER.
- ALL REINFORCEMENT SHALL BE GRADE 60 HOT DIPPED GALVANIZED.
- MINIMUM CONCRETE COVER: UNFORMED AND EXPOSED TO EARTH: 4 INCHES (UON)  
FORMED AND EXPOSED TO EARTH: 3 INCHES (UON)

**DESIGN LOAD:**

SURCHARGE LIVE LOAD = 100 PSF

**WIND DESIGN:**

WIND DESIGN PER ASCE 7-10  
 $V_{ULT} = 170$  MPH (3 SEC.)  
 $V_{DES} = 132$  MPH (3 SEC.)  
 RISK CATEGORY II  
 $K_{ZF} = 1.0$   
 $K_d = 0.85$   
 $C = 0.85$   
 $q_h = 53.5$  PSF  
 EXPOSURE D

**CONSTRUCTION NOTES:**

- CONTRACTOR TO VERIFY THE LOCATION OF ALL UTILITIES PRIOR TO CONSTRUCTION.

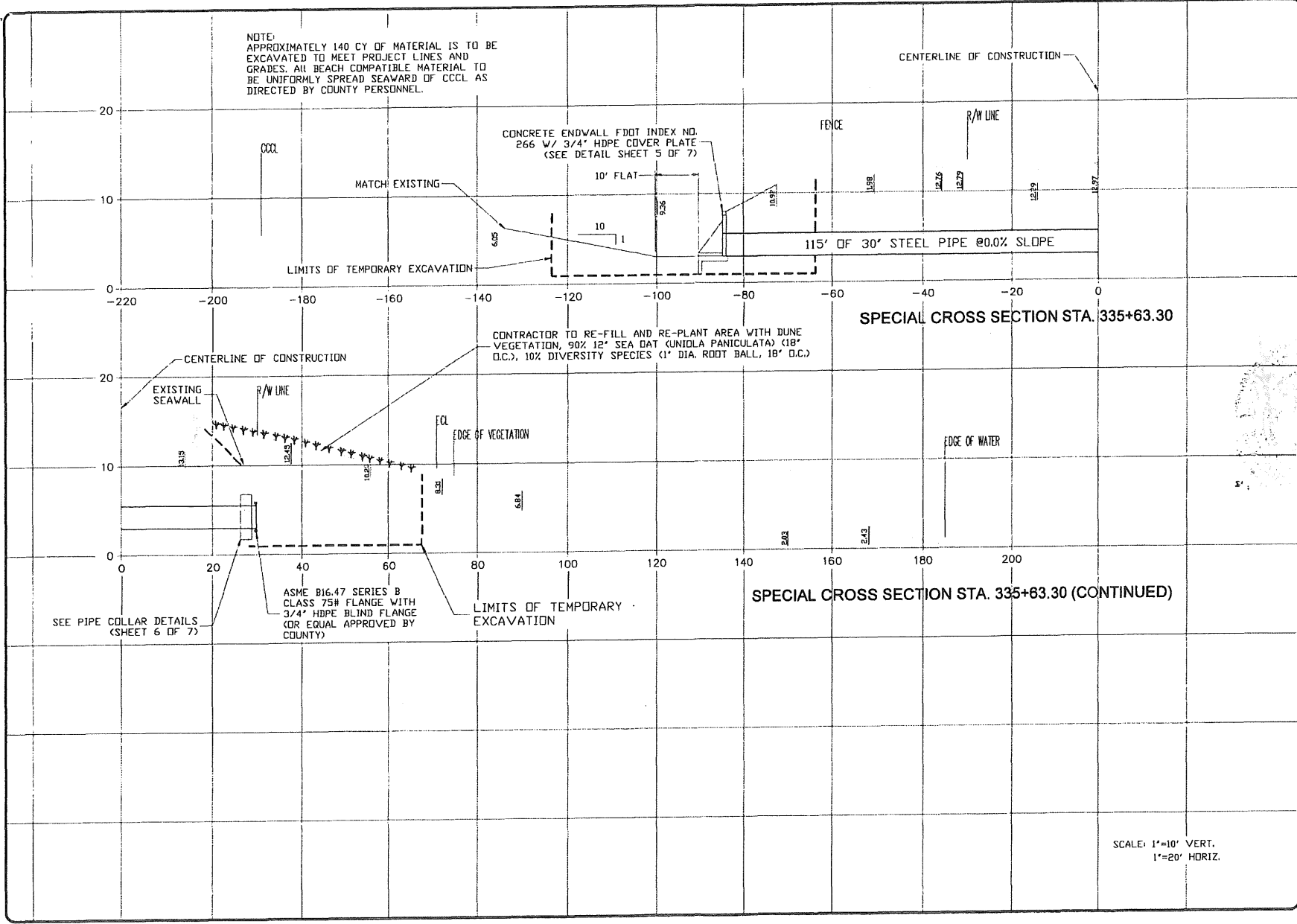
**NOTE:**  
 PIPE COLLAR DETAIL COMPLY WITH  
 PROPOSED PIPE COLLAR DETAILS  
 BY WGI DATED JUNE 2019.

PALM BEACH COUNTY  
 DEPARTMENT OF  
 ENVIRONMENTAL RESOURCES MANAGEMENT  
 2300 NORTH JOE ROAD, 4th FLOOR  
 WEST PALM BEACH, FLORIDA 33411  
 (561) 233-2400

SCALE: AS NOTED  
 APPROVED: [Signature]  
 DRAWN BY: [Signature]  
 CHECKED BY: [Signature]  
 DATE: 11/02/2019

PROJECT:  
 OCEAN INLET PARK  
 CASING UNDER A-1-A  
 PIPE COLLAR DETAILS

SHEET:  
 6 OF 7



PALM BEACH COUNTY  
DEPARTMENT OF  
ENVIRONMENTAL RESOURCES MANAGEMENT  
2900 NORTH JOG ROAD, 4TH FLOOR  
WEST PALM BEACH, FLORIDA 33411  
(888) 283-2400

SEA  
MICHAEL EVANS  
2/20/2020  
FL P.E. No. 54763

SCALE AS NOTED  
DATE: 11/20/2019

PROJECT: OCEAN INLET PARK  
CASING UNDER A-1-A  
SECTION STA. 335+63.30

SHEET  
7 OF 7



SECTION NO.: 93060  
PERMIT NO.: 2020-C-496-00006  
COUNTY: Palm Beach  
S.R. No.: A1A

**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:

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
5. The methods to be used for the repair