

Exhibit E

INTERLOCAL AGREEMENT

ST. JOHNS HERITAGE PARKWAY INTERSECTION AND BABCOCK STREET

This Agreement, made and entered into by and between the Brevard County, Florida, a political subdivision of the State of Florida, hereinafter referred to as "County" and the City of Palm Bay, Brevard County, Florida, hereinafter referred to as "City".

Recitals

WHEREAS, the City desires to complete intersection improvements at Babcock Street and the newly constructed St. Johns Heritage Parkway, defined below as Intersection Project; and

WHEREAS, the County and City agree to partner in efforts to complete the future widening of Babcock Street south of Malabar Road, as funding is available; and

WHEREAS, the County and the City have entered into a Joint Planning Agreement, dated July 26, 2016 and as recorded in ORB 8514, PG 1709 of the Official Records of Brevard County, Florida which includes, as part of Exhibit C of the Joint Planning Agreement, an agreement that the City will accept maintenance responsibility for segments of Babcock Street within six months after four-laning is complete;

WHEREAS, the County and the City have agreed that it is in the best interest of both parties that the City will take ownership of the portion of the Intersection Project area north of Davis Lane.

NOW THEREFORE, the County and City covenant and agree that they have full power and authority to enter into this Agreement and bind their respective governmental entities as follows:

1. Recitals

The above recitals are true and correct and by this reference are hereby incorporated into and made an integral part of this Agreement.

2. Statutory Authority

This Agreement shall be considered an Interlocal Agreement pursuant to authority of Florida Statutes, Chapter 163, Part 1, 2013.

3. Existing Joint Planning Agreement

This Agreement is not intended to replace the Joint Planning Agreement between the County and the City, dated July 26, 2016 and as recorded in ORB 8514, PG 1709 of the Official Records of Brevard County, Florida.

Definitions

4. Development

Shall be defined as set forth in Sections 163.3164(13), Florida Statutes (2002), as amended or superseded from time to time.

5. Future Project

Widening of Babcock Street from south of Micco Road (Deer Run Road) to Malabar Road from the current two-lane roadway to a four-lane roadway, a distance of approximately nine miles, as shown in Exhibit E, to include associated improvements such as identified in the Florida Department of Transportation (F.D.O.T.) Project Development and Environment Study (P.D.& E.) Study, and as amended, Financial Project No. 437204-1.

6. Intersection Project

Means those intersection improvements that the City shall construct at the St. Johns Heritage Parkway (S.J.H.P.) and its intersection with Babcock Street and further defined in this section as Phases 1, 2 and 3.

Phase 1

Means the first phase of the Intersection Project. The City shall construct and maintain an at grade three leg intersection to allow for the temporary opening of the St. Johns Heritage Parkway to traffic. Improvements to include the installation of a span wire traffic signal at said intersection in substantial conformance with the 100% plans approved in County Right-of-Way/Easement Permit No. 19RW00460, attached hereto as Exhibit A. No additional right-of-way or stormwater infrastructure are necessary for this phase.

Phase 2

Means the second phase of the Intersection Project. The City shall construct and maintain southbound left turn lane improvements and associated tapers at said intersection, to meet opening year geometry recommendations on Babcock Street, in substantial conformance with the 100% plans approved in County Right-of-Way/Easement Permit No. 20RW00080, attached hereto as Exhibit B. No additional right-of-way or stormwater infrastructure are necessary for this phase.

Phase 3

Means the third phase of the Intersection Project. The City shall construct and

maintain an improved intersection and widen Babcock Street to include turn lanes, deceleration lanes, sidewalks, drainage, and the installation of a mast arm traffic signal system at said intersection in substantial conformance with the 100% plans approved in County Right-of-Way/Easement Permit No. 20RW00081, attached hereto as Exhibit C. The intersection will be at final raised grade of the new roadways and generally comply with the typical sections as preliminary identified in the Florida Department of Transportation (F.D.O.T.) Project Development and Environment Study (P.D. & E.) Study, Financial Project No. 437204-1 and build out geometry recommendations. Additional right-of-way acquisition is needed for this phase.

Intersection Project

7. Maintenance and Ownership Transfer

- a. The County and the City agree that upon effective date of this Agreement, the City shall assume maintenance responsibilities of the Intersection Project area (including all retention/detention ponds and off-site acquisitions related to the Intersection Project). The City may assign this responsibility to contractor during the construction phase of the Intersection Project.
- b. Upon the effective date of this Agreement, the City agrees to accept ownership from the County for the roadway, and all associated improvements, within the limits of the Intersection Project north of Davis Lane and extending to the terminus of the north taper as shown in Exhibit C, and as amended in accordance with Section 28, in accordance with state statute.
- c. The County shall prepare a county deed and resolution and any other documents necessary to effectuate the conveyance and transfer of the roadway for the portion of the Intersection Project as described above in Section 7.b. The City agrees to pass a resolution accepting transfer of ownership and maintenance from the County. The transfer of the property shall be completed within sixty days of the effective date of this Agreement.
- d. The City agrees to annex all areas for the portion of the Intersection Project, as described above in Section 7.b within one hundred and twenty days of final completion of the Intersection Project.

8. Right of Way for Intersection Project Phase 3

City shall be responsible for acquisition of all right-of-way within City limits that may be necessary for Phase 3 of the Intersection Project. All acquisitions of right-of-way by the City, whether voluntary or involuntary, shall conform to Federal Highway Administration and F.D.O.T. rules, procedures, and standards. Failure to follow applicable rules, procedures, and standards may require the City to re-acquire right-of-way at its own expense.

9. Permitting and Stormwater

The City shall be required to secure any permits required by any other permitting agencies with jurisdiction necessary to support the Intersection Project and will coordinate with Developers and the County regarding any joint permit applications as needed.

- a. The City shall be required to demonstrate that the rights to discharge Intersection Project stormwater off-site by agreement or easement has been obtained. The County shall extend all approved right-of-way permit expirations to comply with the timelines as outlined in Section 15 of this Agreement.

10. Construction Plans

The City agrees to construct the Intersection Project in substantial conformance with the permitted plans conceptually shown in Exhibits A through C. The Intersection Project design shall meet or exceed F.D.O.T. and County standards. The County acknowledges the City is conducting further review of Exhibit C plans to achieve value engineering changes to reduce the cost of Phase 3. Any design changes needed shall meet or exceed F.D.O.T. and County standards and be approved by the Engineer of Record and County via a revision to the permit. Failure of the City to construct per the approved plans, or failure to seek County Public Works Department approval of any substantial changes in the approved plans through a formal permit modification, shall constitute a breach of this Agreement.

11. Construction

Both parties agree that the City shall be the lead agency to perform all work on the Intersection Project. County shall not be a party to the contract with contractor selected by City to build any phase of the Intersection Project. Nothing in this Agreement shall be in any way construed to constitute the County, or any of its agents or employees, to be an agent, employee or representative of the City. Construction completion shall be in accordance with the project timeline as defined in Section 12 of this Agreement.

12. Project Timeline

Within five days of the effective date of this Agreement, the County shall issue the Right-of-Way/Easement permit number 19RW00460 to the City for the construction of Phase 1. The City agrees to the following timeline for completion of the Intersection Project:

- a. December 31, 2020: The City shall fund and complete construction of Phase 1. Upon joint final inspection of constructed improvements and subsequent County approval, the County shall allow the intersection to be opened to traffic.
- b. December 31, 2020: The City shall obtain all permits, fund and complete construction of Phase 2. The City shall be required to closeout all applicable

- permits. Upon joint final inspection of constructed improvements, receipt of all closeout documentation, and subsequent County approval, the County shall closeout the right-of-way permits for Phases 1 and 2.
- c. December 31, 2021: The City shall complete acquisition of all right-of-way for Phase 3.
 - d. December 31, 2023: The City shall fund and obtain all permits for the construction of Phase 3.
 - e. December 31, 2023: The City shall complete utility relocation and construction of Phase 3 improvements. The City shall be required to closeout all applicable permits. Upon joint final inspection of constructed improvements, receipt of all closeout documentation, and subsequent County approval, the County shall closeout the right-of-way permit for Phase 3.

Timeline dates agreed to herein may be extended by written agreement of both parties at least ninety days prior to the date of the specific item.

13. Bond

The City shall provide a copy of the Public Construction Bond obtained by the City from chosen contractor to the County before the start of Phases 2 & 3 of the Intersection Project. Failure to provide proof of said bond shall result in revocation of intent to issue Right-of-Way/Easement Permits for said phase. The City shall not release any Public Construction Bond until all County and other jurisdictional permits have been completed and/or closed out. The County shall be named additional Obligee on all Public Construction Bonds with the authority to call the Public Construction Bond and direct Surety to complete construction.

14. Construction Review Meetings

The County shall have the right to have a representative present at any construction-related meetings, such as preconstruction conference, site meetings, and progress meetings. The City shall promptly provide advance notice of date, time and location of any construction-related meeting, unless an emergency meeting is required, in which case all best efforts shall be made to contact the County's Representative or designee.

The County shall be conducting inspections during the Intersection Project and shall report any findings to the City. If at any time, any defects shall be found prior to final completion of the Intersection Project, the County shall provide notice to the City giving the City a cure period to correct such defects. Prior to the release of any Public Construction Bond, the County and the City shall conduct a joint final inspection.

Future Project

15. Lead Agency

The City agrees that the County and/or the F.D.O.T. shall be the lead agency for the future widening of Babcock Street.

16. Transportation Impact Fees

Upon the effective date of this Agreement and until completion of the Future Project, the County and the City further agree to set aside transportation impact fees for the future widening and improvements of Babcock Street south of Malabar Road as follows:

- a. The City agrees, following payment of existing debt and impact fee credit obligations in effect at the Effective Date of this Agreement paid for out of the transportation impact fee fund, to set aside 50% of the transportation impact fees received for any new development in the area south of Eldron Boulevard SE and San Filippo Drive, and south of San Filippo Drive to Lowry Boulevard SE, as shown in Exhibit D, as well as any other property annexed by the City south of Malabar Road. The City shall not provide impact fee credits for the portion of set aside required by this Agreement, except for the following:
 - i. Donations of right-of-way along Babcock Street needed for the Future Project as determined by the P.D.&E. or final design of Future Project as defined in Section 5 (Definitions);
 - ii. Purchase of right-of-way needed for Future Project as determined by the P.D.&E. or final design of Future Project as defined in Section 5 (Definitions);
 - iii. Design and construction on Babcock Street resulting in widening to a minimum of a 4-lane configuration to match the typical sections and recommendations as found in the P.D.&E. or final design of Future Project as defined in Section 5 (Definitions);
 - iv. Purchase of stormwater retention area necessary for Future Project as determined by the P.D.&E. or final design of Future Project as defined in Section 5 (Definitions);
 - v. Floodplain compensation area and/or Wetland Mitigation as necessary for Future Project as determined by the P.D.&E. or final design of Future Project as defined in Section 5 (Definitions) with agreement of all Parties.
- b. The County agrees to set aside 50% of the transportation impact fees received for any new development in the unincorporated area in that portion of the south mainland benefit district located south of Grant Road and west of the Florida East Coast Railway right-of-way. The County shall

not provide impact fee credits for the portion of set aside required by this Agreement, except for the following:

- i. Donations of right-of-way along Babcock Street needed for the Future Project as determined by the P.D.&E. or final design of Future Project as defined in Section 5 (Definitions);
 - ii. Purchase of right-of-way needed for Future Project as determined by the P.D.&E. or final design of Future Project as defined in Section 5 (Definitions);
 - iii. Design and construction on Babcock Street resulting in widening to a minimum of a 4-lane configuration to match the typical sections and recommendations as found in the P.D.&E. or final design of Future Project as defined in Section 5 (Definitions);
 - iv. Purchase of stormwater retention area necessary for Future Project as determined by the P.D.&E. or final design of Future Project as defined in Section 5 (Definitions);
 - v. Floodplain compensation area and/or Wetland Mitigation as necessary for Future Project as determined by the P.D.&E. or final design of Future Project as defined in Section 5 (Definitions) with agreement of all Parties.
- c. The County will seek separate agreement of the Towns of Malabar and Grant-Valkaria to set aside any transportation impact fees collected within the town limits, or any designated portion thereof, of the Towns of Malabar and Grant-Valkaria up to the percentage allocated by the Towns.
- d. The County and the City shall provide each other an itemized accounting of all impact fee collections and expenditures in the affected areas referenced in (a) and (b) of this section at a minimum annually, due not later than January 31 of each year hereafter. The itemized accounting shall include the date of collection of the impact fees. The County and the City shall disclose any existing debt and impact fee credit agreements or any other impact fee arrangements with any developers that would impact the amount of impact fees collected pursuant to this Agreement, in effect at the Effective Date of this Agreement. Such disclosure shall occur within 30 days of the Effective Date of this Agreement. Any proposed impact fee credit agreements shall be disclosed prior to legislative action by either body. The impact fees collected for the future project shall be expended within seven years of collection, unless the County provides written documentation to the City that the impact fees will be expended in the reasonably immediate future, as defined as no more than one year.
- e. All parties acknowledge that F.D.O.T. is currently conducting a P.D.&E. Study under Financial Project No. 437204-1 on the Babcock Street corridor from south of Micco Road (Deer Run Road) to Malabar Road.

Should F.D.O.T. complete all phases of Future Project using state and/or

federal funds, any retained transportation impact fees shall be refunded to all parties respectively.

- f. Nothing in this section shall be interpreted to prohibit the County, City, and other governmental agencies from jointly acquiring right-of-way needed for Future Project from other funding sources, so long as all other provisions of the Agreement and applicable laws are followed.

17. Right-of-Way for Future Project

The City and County agree, as a condition of future development along Babcock Street in the Future Project area, to acquire right-of-way along Babcock Street to be held for the future widening project, and to be transferred to the Lead Agency for the Future Project. All acquisitions of right-of-way by either the City or the County, will occur within each party's respective jurisdiction, and whether voluntary or involuntary, shall conform to Federal Highway Administration and F.D.O.T. rules, procedures, and standards. Failure to follow applicable rules, procedures, and standards may require the City or the County to re-acquire right-of-way at its own expense.

18. Joint Planning and Concurrency for Future Project

- a) The City and County agree that coordination regarding future development, as further described in the Joint Planning Agreement, dated July 26, 2016 and as recorded in ORB 8514, PG 1709 of the Official Records of Brevard County, Florida, is necessary to support concurrency for Babcock Street. The parties further agree to coordinate through the Joint Planning Agreement process on mitigation strategies if a transportation assessment determines that a proposed development project will potentially result in a deficiency in the Level of Service for Babcock Street.
- b) The City and County agree that termination of the aforementioned Joint Planning Agreement will not remove the obligations of both parties to follow the Development Order Application process outlined in Article II, Paragraph 13 and Article III of the aforementioned Joint Planning Agreement as it applies to Babcock Street, which sections shall be incorporated herein by reference with the same force and effect as though fully set forth herein.

19. Ownership and Maintenance After Future Project Widening

- a) The City hereby reaffirms its prior commitment as stated in the Joint Planning Agreement to take over ownership and maintenance of specified segments of Babcock Street from the south City limit to Malabar Road after reconstruction and widening to four lanes of travel. The City and County acknowledge a scrivener's error in Exhibit C of the Joint Planning Agreement, (ORB 8514, PG 1709 of the Official Records of Brevard County, Florida), and agree that "Babcock Boulevard" should be modified "Babcock Street." Unless expressly stated herein, the terms in paragraph 19 are only intended to supplement the terms contained in Exhibit C of the Joint Planning

Agreement by providing the terms for how the transfer in ownership and maintenance responsibilities shall take place.

- b) The City and County agree that each local government has critical funding needs including, but not limited to, improving infrastructure to improve transportation. The County is not providing any financial consideration for the City to assume responsibility for the sections of Babcock Street that the City will assume ownership and maintenance responsibility.
- c) The City's acceptance of ownership and maintenance responsibility for segments of Babcock after four-laning is complete is contingent upon the following conditions:
 - a. The County will provide maintenance records that include all maintenance performed on the road segment and related stormwater drainage system;
 - b. The County is not providing any financial consideration for the City to assume ownership and maintenance responsibility for the designated sections of Babcock Street. The County will perform all necessary maintenance and repair of the road segment and related stormwater drainage at the sole cost of the County. The terms "maintenance" and "repair" shall include, but not be limited to, repairing the road surface, clearing obstructions, unplugging or opening culverts or drainpipes, and performing any and all other necessary work required to maintain the road in a condition that will allow for reasonable and safe access of standard passenger vehicles.
 - c. The City will inspect the road segment and appurtenant structures, including both existing and the newly constructed lanes to determine whether repairs are needed. The City will notify the County in writing of any needed repairs;
 - d. The County will make any and all needed repairs in a timely manner and the repairs will be reinspected by the City;
 - e. The County will assign any construction contracts that involve the road segment to the City to enable the City to pursue any claims for any road defects, that may not be apparent prior to the transfer of ownership, against the construction company. The County also agrees to not release any Public Construction Bond related to repairs or construction of the road segment without the express written consent of the City.
- d) The County and City, consistent with state and local law, will take appropriate action to annex sections of Babcock Street into the City after reconstruction and widening to four lanes of travel within one hundred and twenty days of final completion. The City agrees to pass a resolution accepting transfer of ownership and maintenance from the County. The transfer of the property shall be completed within sixty days of final completion of any reconstruction and widening to four lanes of travel on Babcock Street from the south City limit to Malabar road.

20. Permitting

The City and County jointly agree the parties shall not unreasonably withhold any permits required to be issued for Future Project.

Standard Conditions

21. Notices

All notices required pursuant to the terms hereof may be sent by first class United States Mail, facsimile transmission, hand delivery, express mail or electronic mail (e-mail) and shall be deemed to have been received by the end of five business days from the proper sending thereof unless proof of prior actual receipt is provided. Each party hereto shall have the continuing obligation to notify each other of the appropriate persons for notices to be sent to pursuant to the terms of this Agreement.

- a. General Notices. Unless otherwise notified in writing, general notices shall be sent to the following:

- i. City Representative
Lisa Morrell
City Manager
120 Malabar Rd SE
Palm Bay, FL 32907
- ii. County Representative
John Denninghoff
Assistant County Manager
2725 Judge Fran Jamieson Way, Suite C-301
Viera, FL 32940

With a copy to:
Tammy Thomas-Wood
Support Services Manager
2725 Judge Fran Jamieson Way, Suite A-201
Viera, Florida 32940

b. All notices related to design, construction, construction meetings, permitting, or engineering shall be sent to the following:

- i. City Representative
City of Palm Bay Public Works Department
Frank Watanabe, P.E., City Engineer
1050 Malabar Rd
Palm Bay, Florida 32907
- ii. County Representative
Brevard County Public Works Engineering
Attn: Rachel Gerena, P.E., Engineering Program Manager
2725 Judge Fran Jamieson Way, Suite A-204
Viera, Florida 32940

With a copy to:
John Denninghoff
Assistant County Manager
2725 Judge Fran Jamieson Way, Suite C-301
Viera, FL 32940

22. Indemnification

To the extent allowed by law and subject to the provisions set forth in Sec. 768.28, Florida Statutes, each party is responsible for the negligent or wrongful acts or omissions of its own employees, agents or other representatives while acting within the scope of their employment or otherwise within their authorized capacity, arising from the activities encompassed by this Agreement. Nothing contained within this Agreement requires either party to indemnify the other party for any losses, damages or injuries caused by or otherwise arising from the negligent or wrongful act or omission of its employees, agents or representatives. Neither party, by execution of this Agreement, will be deemed to have waived its statutory right/defense of sovereign immunity, or to have increased its limits of liability under Sec. 768.28, Florida Statutes, as may be amended from time to time. Each party shall retain all rights, defenses, and remedies under Florida law in the event of any claims, suits or other disputes arising from its performance of the obligations under this Agreement. Nothing in this Agreement shall be interpreted to create any causes of action for any third parties not a party to this Agreement.

23. Insurance

The City shall require the contractor to name Brevard County as additional insured for all work associated with Phases 2 and 3. In any contract for the construction of any Phase of Intersection Project in this Agreement the City shall require contractor to indemnify and defend County.

24. Public Records

The County and the City shall comply with Florida's Public Records Laws and agree to keep and maintain public records in accordance with Florida law and records retention schedules. Further the parties will ensure that records which are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.

25. Attorney's Fees

In the event of any legal action to enforce the terms of this Agreement, each party shall bear its own attorney's fees and costs.

26. Default

Either party to this Agreement, in the event of any act of default by the other, shall have all remedies available to it under the laws of the State of Florida.

27. Severability

If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not affect the other parts of this Agreement if the rights and obligations of the parties contained herein are not materially prejudiced and if the intentions of the parties can still be accomplished.

28. Entirety

This Agreement represents the understanding and agreement of the parties in its entirety. There shall be no amendments to the Agreement unless such amendments are in writing and signed by both parties. The County and the City acknowledge and agree that this Agreement was mutually negotiated and drafted and, if an ambiguity requires judicial interpretation, the terms of this Agreement shall not be more harshly construed against one party over the other party. The construction plans as shown in Exhibits A through C are conceptual in nature. The parties agree that Exhibits A through C may be modified through the County permit approval process.

29. Recording

Upon execution of the Agreement, the County shall record a fully executed original of this Agreement in the Public Records of Brevard County, Florida, and shall return a recorded Agreement to the City Representative listed in Section 21.

30. Effective Date

Pursuant to Chapter 163, Florida Statutes, the effective date of this Agreement shall be the date on which it is recorded with the Clerk of the Circuit Court in and for Brevard County.

31. Applicable Law

This Agreement and the provisions herein shall be construed, controlled and

interpreted according to the laws of Florida.

32. Venue and Non-Jury Trial

Venue for any action brought by any party to this agreement to interpret, construe or enforce this agreement shall be in a court of competent jurisdiction in and for Brevard County, Florida and any trial shall be non-jury.

33. Breach

If the County or the City shall allege or otherwise assert the other party has failed to perform any of its material obligations under this Agreement, the non defaulting party shall provide written notice of such breach specifying in reasonable detail the nature of such breach or failure of condition. The party alleged to have breached the Agreement shall have forty-five days after receipt of such notice to cure such breach.

Failure to timely begin any Phase of construction or failure to complete any Phase shall be a breach of this Agreement. The failure to issue Right-of-Way/Easement permit number 19RW00460 within five days by the County shall be a breach of this Agreement. Either party may extend the time to cure any breach beyond forty-five days provided the defaulting party commences reasonable action to cure within the forty-five-day cure period and continuously pursues the cure to completion.

34. Termination

This Agreement will terminate upon the completion of the Future Project and all fees set aside in accordance with Section 16 will no longer be set aside.

35. Binding Effect

Each party represents to the other it has undertaken all necessary actions to execute this Agreement and has the legal authority to enter this Agreement and to undertake all obligations imposed on it.

In witness whereof, we have set our hands and seals on the day and year written below.

Attest:

City of Palm Bay

City Clerk

By: _____
(Name/Title)

Date

Attest:

Board of County Commissioners
of Brevard County, Florida

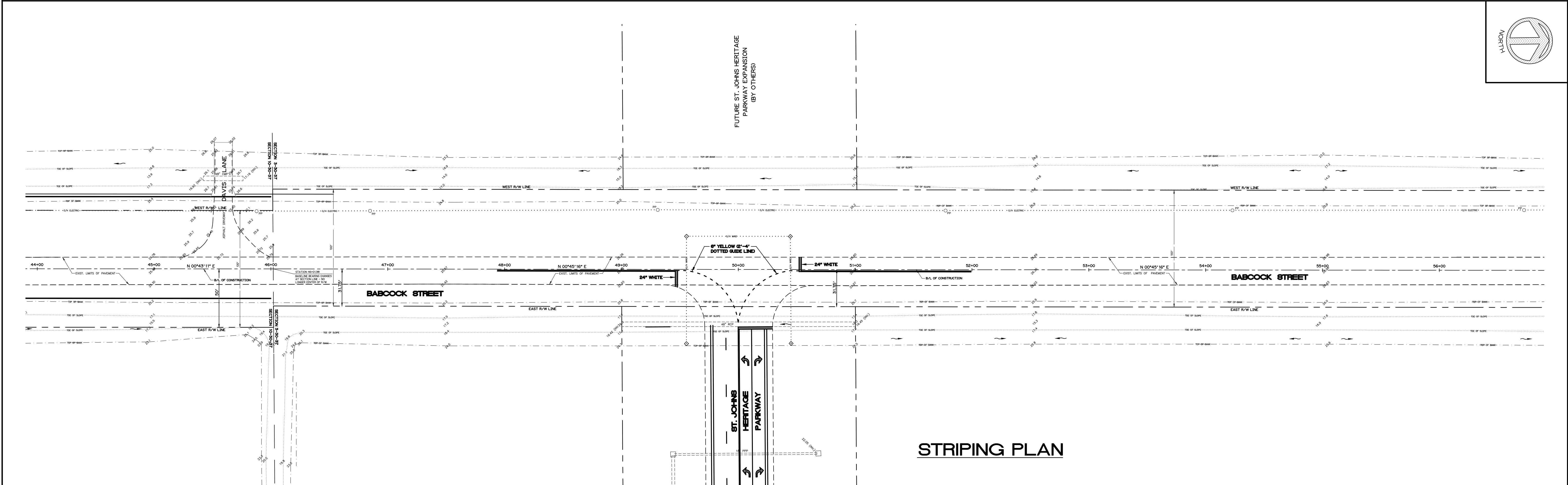
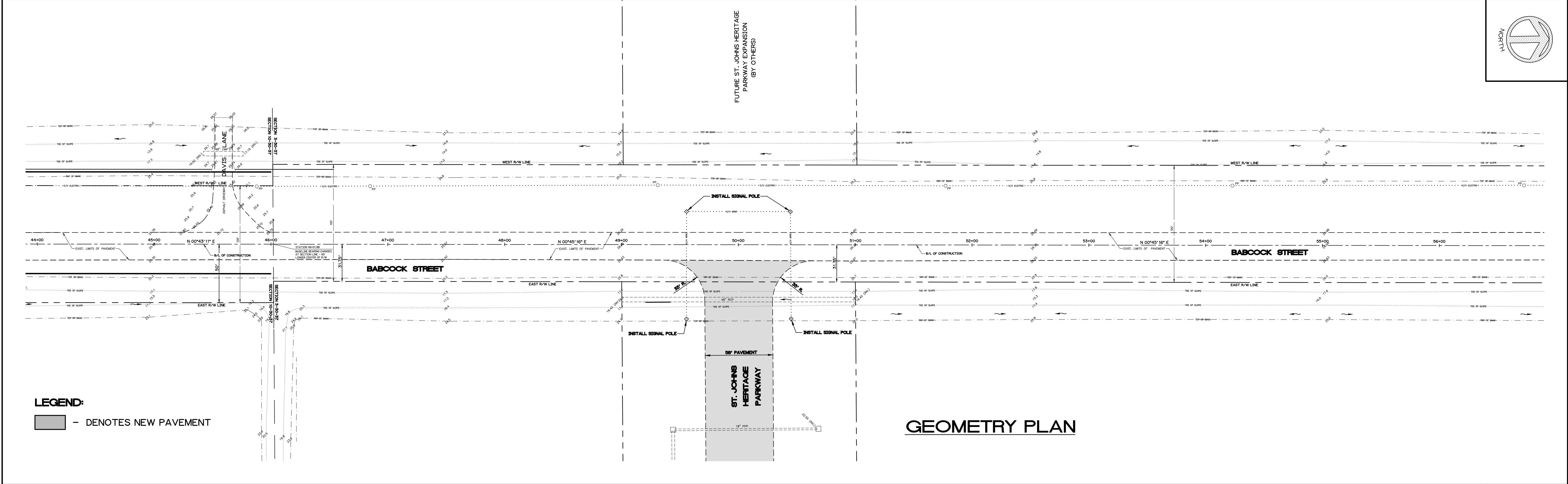
Scott Ellis, Clerk

By: _____
Bryan Lober, Chair
As approved by the Board on: _____

Reviewed for Legal Form and Content

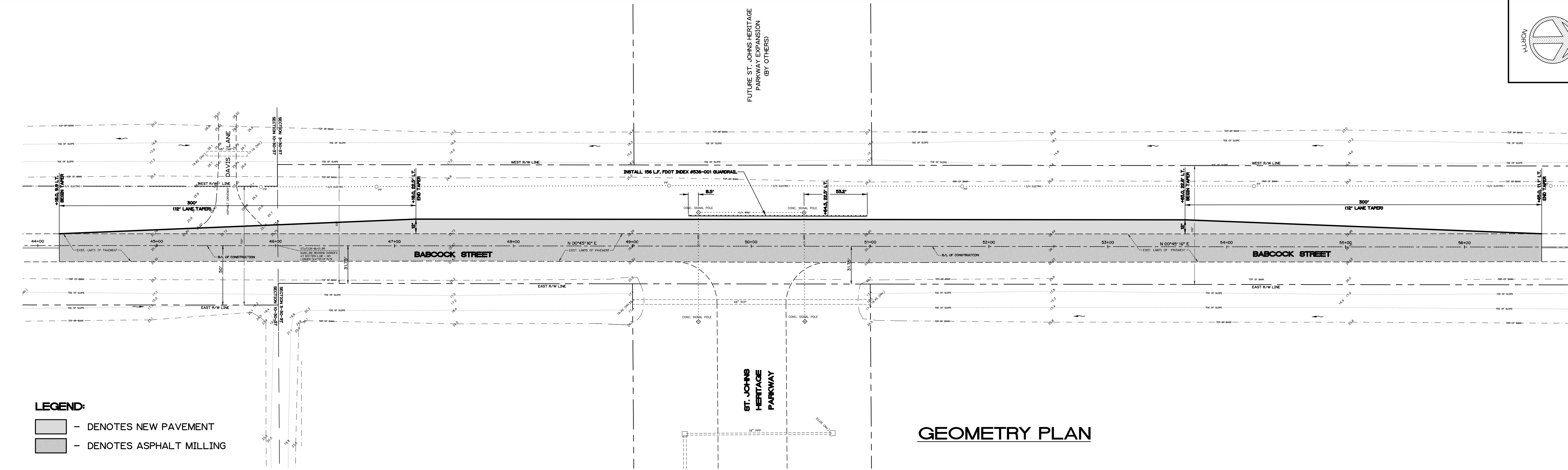
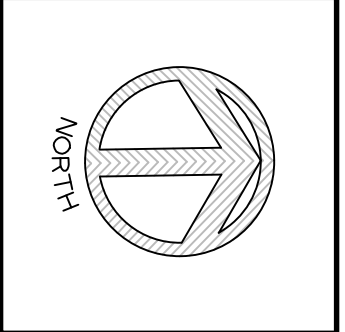
Assistant County Attorney

Exhibit A

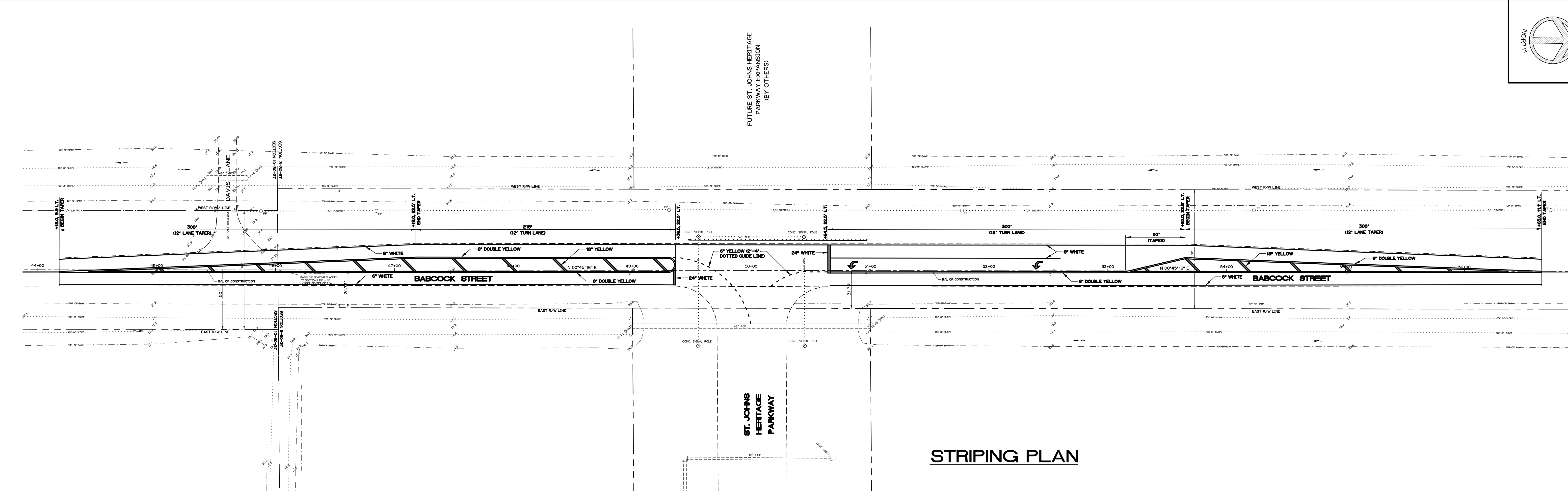
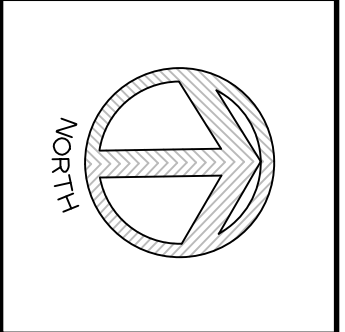


			DESIGNED BY FTW			 CITY OF PALM BAY PUBLIC WORKS DEPARTMENT 1050 MALABAR ROAD S.W. PALM BAY, FLORIDA 32907 (321) 953-8996	ST. JOHNS HERITAGE PARKWAY AT BABCOCK STREET			DATE JAN 2020		FRANK T. WATANABE P.E. NO. 66735	PROJECT NUMBER 19-29			
			DRAWN BY MH							SCALE HORIZ: 1' = 40'					SHEET	
			CHECKED BY FTW							VERT: N/A					1 of 1	
REV. NO.	DATE	BY	REVISION							INTERSECTION IMPROVEMENTS PHASE 1 - TEMPORARY CONNECTION WITH SPAN-WIRE SIGNAL			DATE			

Exhibit B



GEOMETRY PLAN



STRIPING PLAN

REV. NO.	DATE	BY	REVISION

DESIGNED BY FTW
DRAWN BY MH
CHECKED BY FTW



CITY OF PALM BAY
PUBLIC WORKS DEPARTMENT
1050 MALABAR ROAD S.W.
PALM BAY, FLORIDA 32907
(321) 953-8996

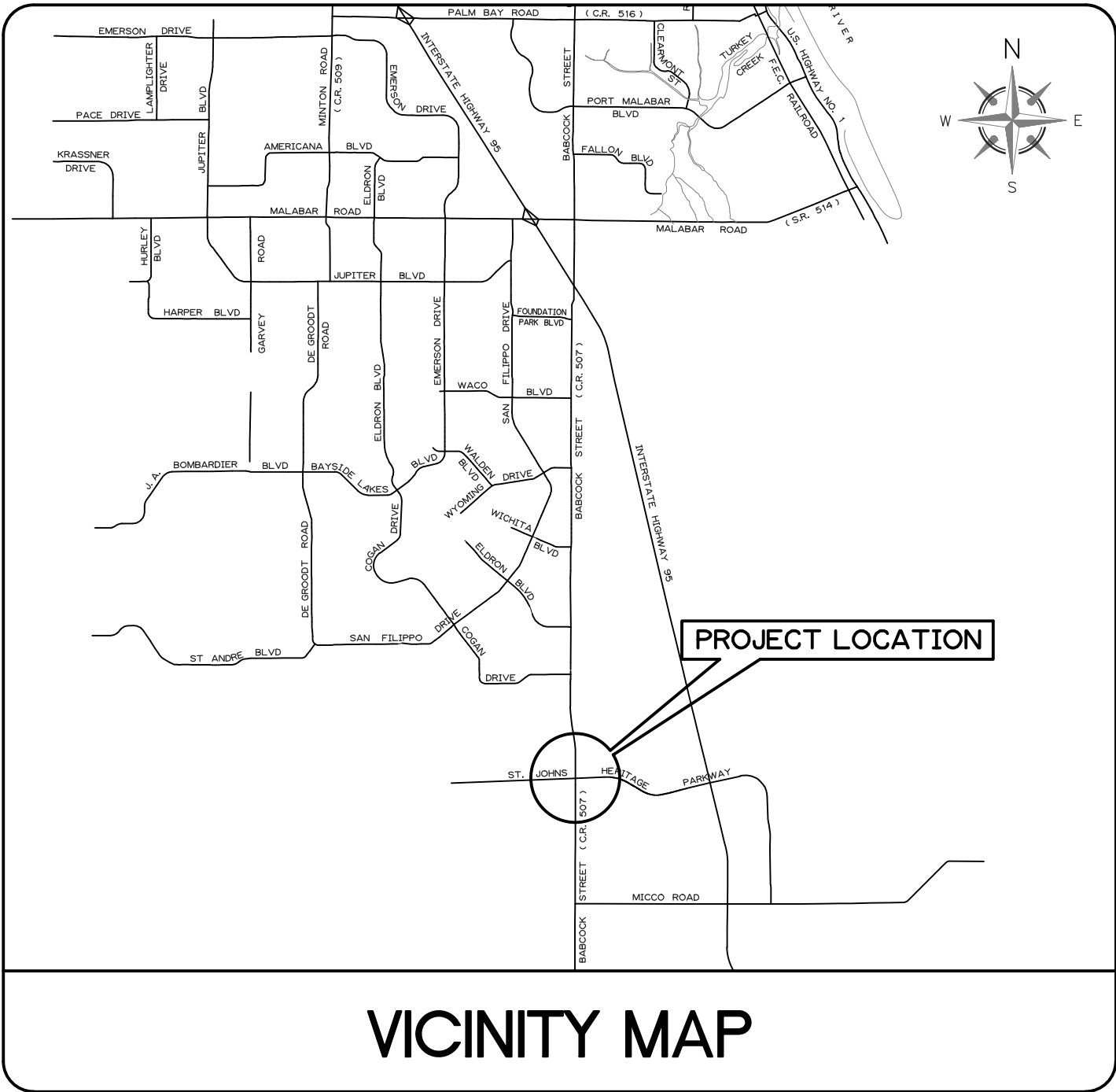
ST. JOHNS HERITAGE PARKWAY
AT BABCOCK STREET
INTERSECTION IMPROVEMENTS
PHASE 2 - LEFT TURN LANE

DATE JAN 2020
SCALE HORIZ: 1' = 40'
VERT: N/A

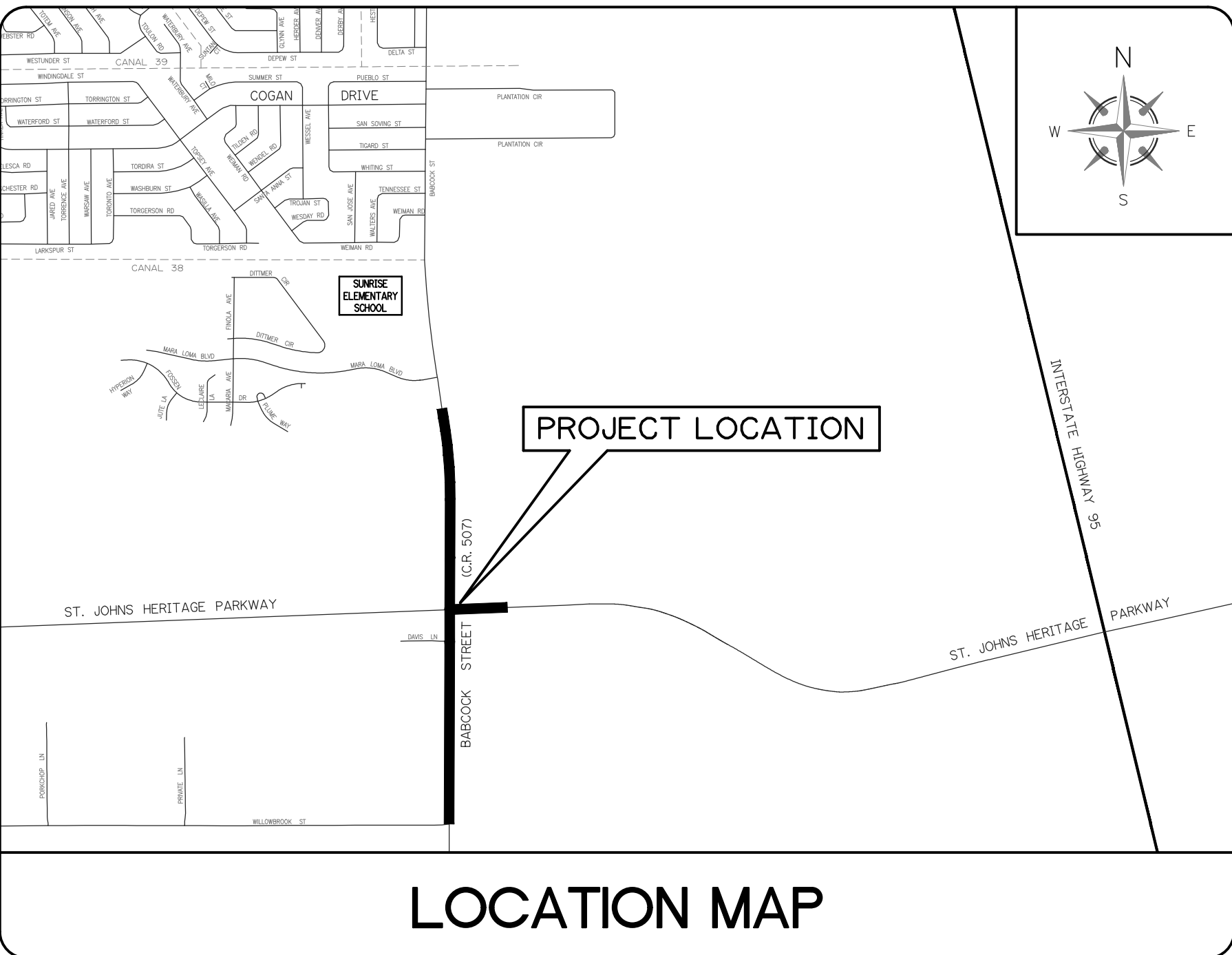
FRANK T. WATANABE P.E. NO. 66735
DATE

PROJECT NUMBER 19-29
SHEET 1 of 1

ST. JOHNS HERITAGE PARKWAY AT BABCOCK STREET INTERSECTION IMPROVEMENTS



VICINITY MAP



LOCATION MAP

OCTOBER 2019



OWNER: CITY OF PALM BAY
120 MALABAR ROAD SE
PALM BAY, FLORIDA 32907

SITE ADDRESS: ST. JOHNS HERITAGE PARKWAY AT BABCOCK STREET
PALM BAY, FLORIDA 32909

LOCATION: SECTIONS 3 & 10, TOWNSHIP 30 SOUTH, RANGE 37 EAST

ZONING: N/A

F.L.U.C.S.: 1900 OPEN LAND

DESCRIPTION OF WORK: ROAD CONSTRUCTION, PAVING AND TRAFFIC SIGNAL
AT BABCOCK STREET, APPROXIMATELY 2,875 L.F.
SOUTH OF AND 2,550 L.F. NORTH OF ST. JOHNS
HERITAGE PARKWAY, ALONG WITH DRAINAGE
IMPROVEMENTS AND FINAL STRIPING.
(5,425 L.F. / 1.03 MILES)

UTILITIES ENCOUNTERED				
FLORIDA POWER AND LIGHT	(POWER)	(321)	726-4864	
SPECTRUM	(CABLE)	(321)	757-6451	
A T & T	(TELEPHONE)	(321)	258-9244	
PALM BAY C & I T	(F.O.C)	(321)	952-3475	
PALM BAY UTILITY DEPARTMENT	(WATER & SEWER)	(321)	952-3410	

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10	PLAN & PROFILE - STA. 51+00 THRU STA. 57+00
11	PLAN & PROFILE - STA. 57+00 THRU STA. 63+00
12	PLAN & PROFILE - STA. 63+00 THRU STA. 69+00
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15	DETAIL SHEET
16	CROSS SECTIONS - 1 THRU 4 (STA. 21+15 THRU STA. 27+00)
17	CROSS SECTIONS - 5 THRU 8 (STA. 29+00 THRU STA. 35+00)
18	CROSS SECTIONS - 9 THRU 12 (STA. 37+00 THRU STA. 42+50)
19	CROSS SECTIONS - 13 THRU 16 (STA. 45+00 THRU STA. 51+00)
20	CROSS SECTIONS - 17 THRU 20 (STA. 52+50 THRU STA. 60+00)
21	CROSS SECTIONS - 21 THRU 24 (STA. 62+18 THRU STA. 68+18)
22	CROSS SECTIONS - 25 THRU 28 (STA. 70+18 THRU STA. 76+28)
23	MAINTENANCE OF TRAFFIC - PHASE 1
24	MAINTENANCE OF TRAFFIC - PHASE 1
25	MAINTENANCE OF TRAFFIC - PHASE 2
26	MAINTENANCE OF TRAFFIC - PHASE 2
27	MARKING & SIGNING - STA. 21+00 THRU STA. 33+00
28	MARKING & SIGNING - STA. 33+00 THRU STA. 45+00
29	MARKING & SIGNING - STA. 45+00 THRU STA. 57+00
30	MARKING & SIGNING - STA. 57+00 THRU STA. 69+00
31	MARKING & SIGNING - STA. 69+00 THRU STA. 76+00
32	SIGNALIZATION - PLAN VIEW
33	SIGNALIZATION - MAST ARM TABULATION
34	SIGNALIZATION - MAST ARM ASSEMBLIES
35	TYPICAL ROADWAY SECTIONS (SJHP)
36	PLAN & PROFILE - STA. 13001+00 THRU STA. 13007+00 (SJHP)
37	PLAN VIEW - OFF SITE DRAINAGE (SJHP)
38	MARKING & SIGNING - STA. 13001+38.3 THRU STA. 13006+50 (SJHP)

DESIGNED BY FTW	DATE	BY	REVISION
DRAWN BY MH			
CHECKED BY FTW			
REV. NO.	DATE	BY	REVISION



CITY OF PALM BAY
PUBLIC WORKS DEPARTMENT
1050 MALABAR ROAD S.W.
PALM BAY, FLORIDA 32907
(321) 953-8996

ST. JOHNS HERITAGE PARKWAY AT BABCOCK STREET

INTERSECTION IMPROVEMENTS
PHASE 3 - FOUR LANE SECTION WITH MAST ARM SIGNAL

DATE OCT 2019
SCALE HORIZ: N/A VERT: N/A

FRANK T. WATANABE
P.E. NO. 66735

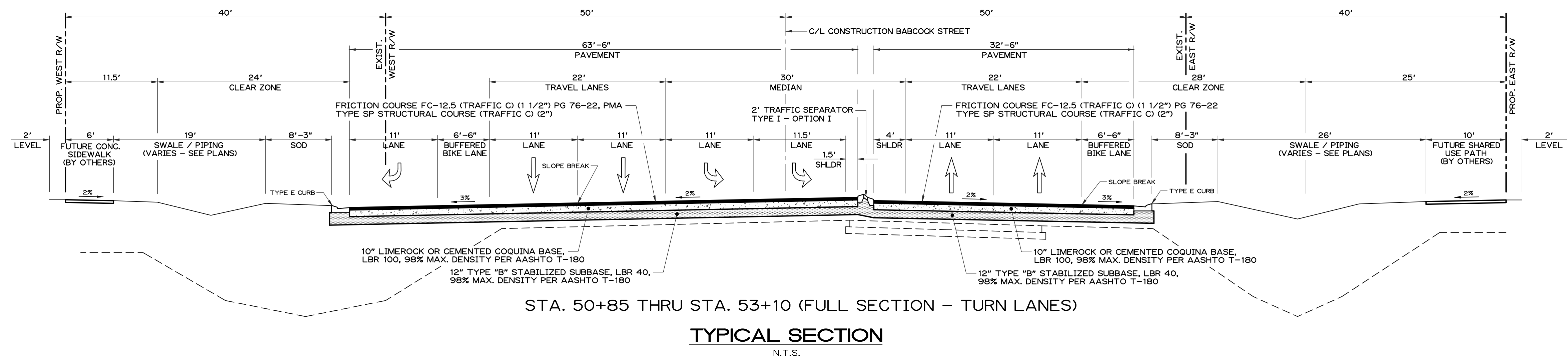
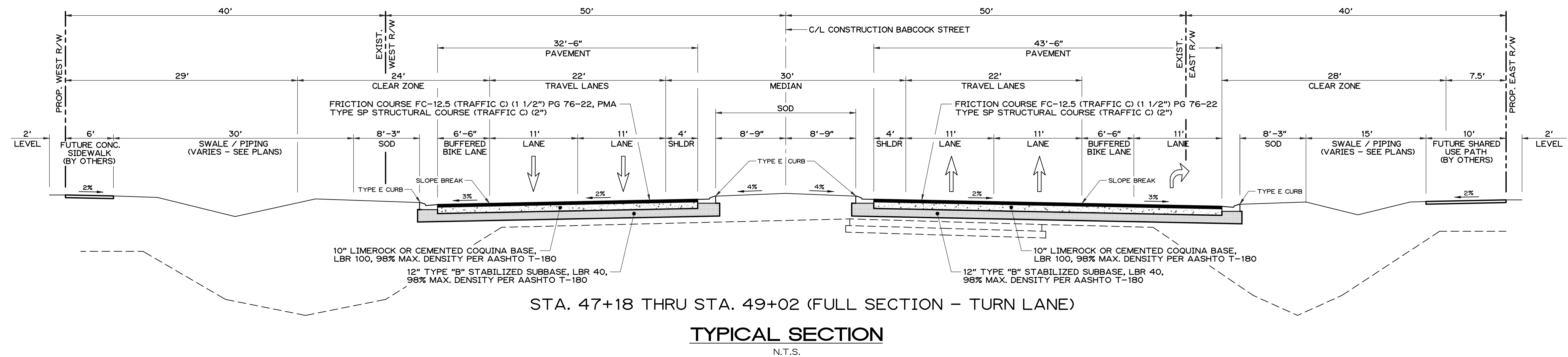
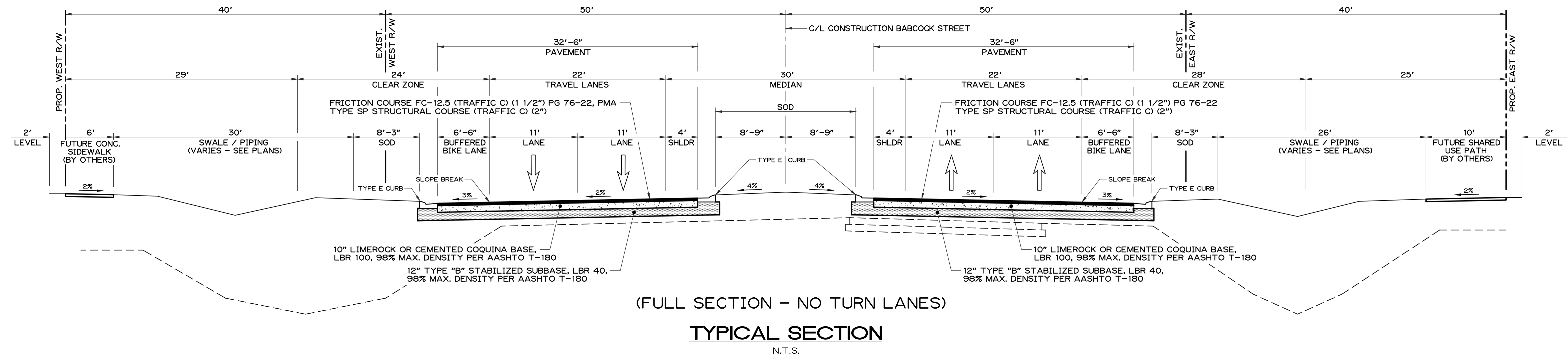
DATE

PROJECT NUMBER

19-29

SHEET

1 of 5



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DESIGNED BY	FTW
DRAWN BY	MH
CHECKED BY	FTW



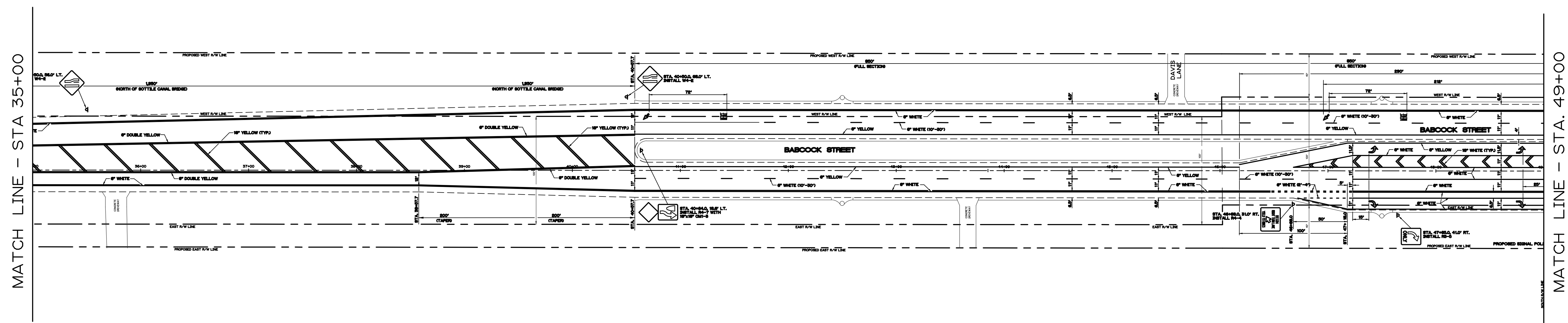
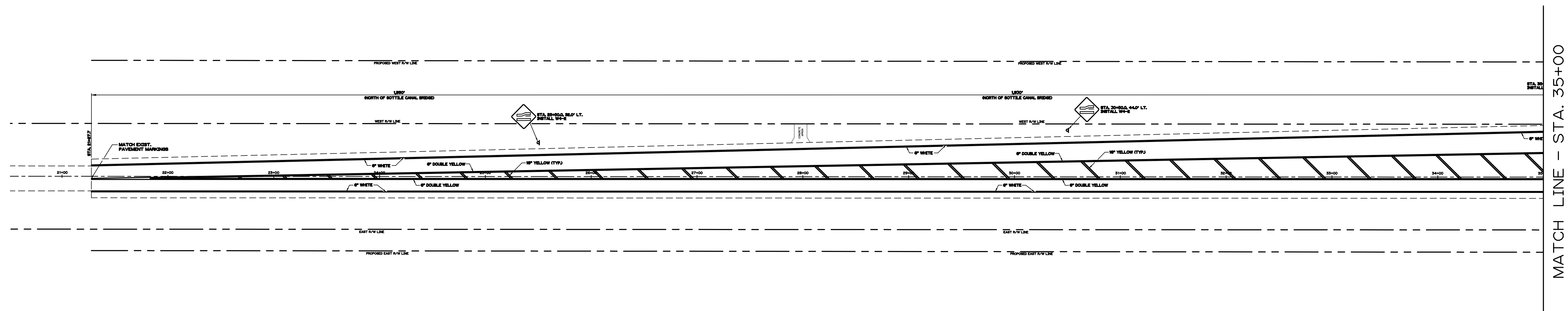
CITY OF PALM BAY
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 1050 MALABAR ROAD S.W.
 PALM BAY, FLORIDA 32907
 (321) 953-8996

ST. JOHNS HERITAGE PARKWAY
AT BABCOCK STREET

INTERSECTION IMPROVEMENTS
 PHASE 3 - FOUR LANE SECTION WITH MAST ARM SIGNAL

DATE	OCT 2019
SCALE	N/A
HORIZ:	N/A
VERT:	N/A

PROJECT NUMBER	19-29
SHEET	2 of 5
DATE	



DATE: OCTOBER 2019
LENGTH: 5,425 LF / 1.03 MILES
COST ESTIMATE: \$7,454,364

REV. NO.	DATE	BY	REVISION	

DESIGNED BY	FTW
DRAWN BY	MH
CHECKED BY	FTW



**CITY OF PALM BAY
PUBLIC WORKS DEPARTMENT**
1050 MALABAR ROAD S.W.
PALM BAY, FLORIDA 32907
(321) 953-8996

**ST. JOHNS HERITAGE PARKWAY
AT BABCOCK STREET**

INTERSECTION IMPROVEMENTS
PHASE 3 – FOUR LANE SECTION WITH MAST ARM SIGNAL

	DATE MAR 2019
	SCALE HORIZ: 1' = 50' VERT: N/A

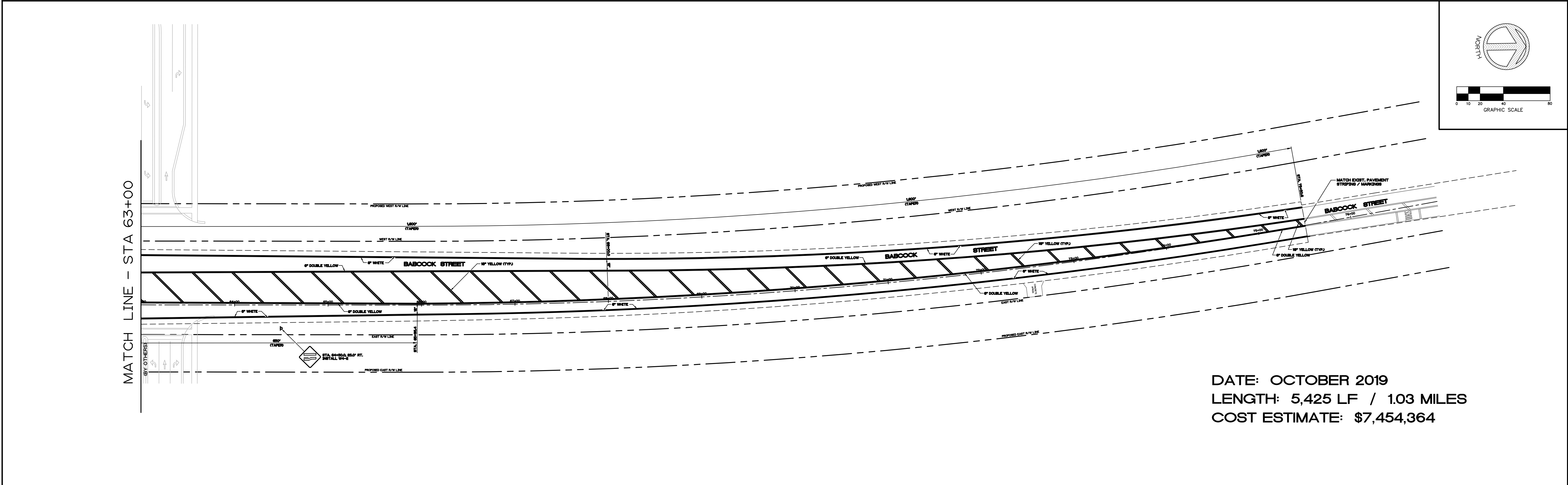
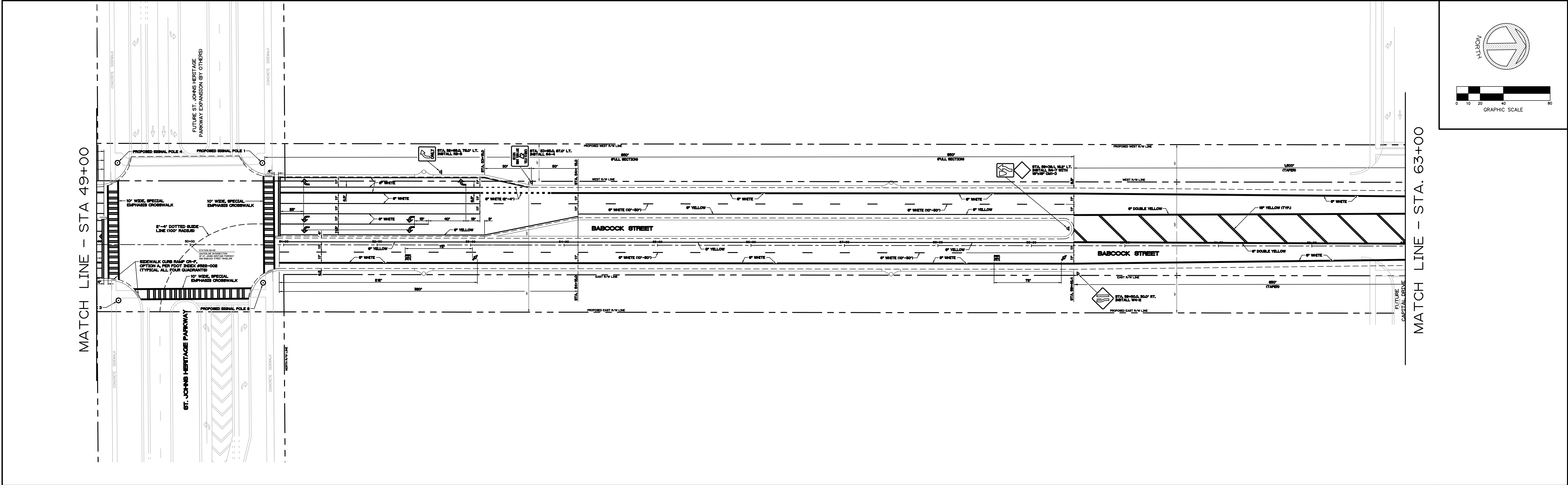
FRANK T. WATANABE
P.E. NO. 66735

DATE _____

PROJECT NUMBER
19-29

SHEET
3 OF 5

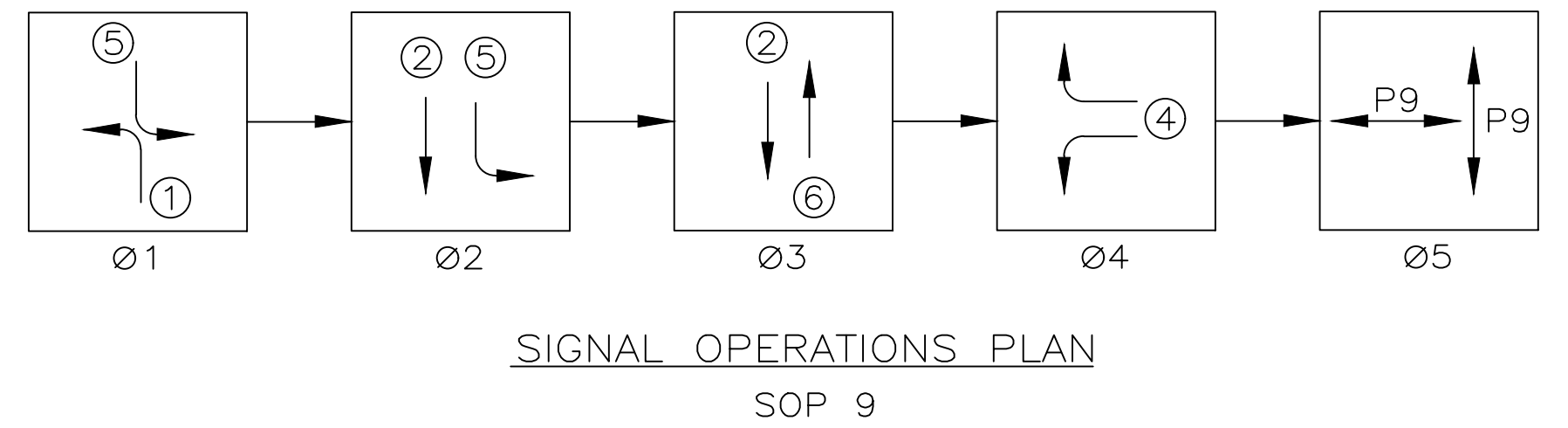
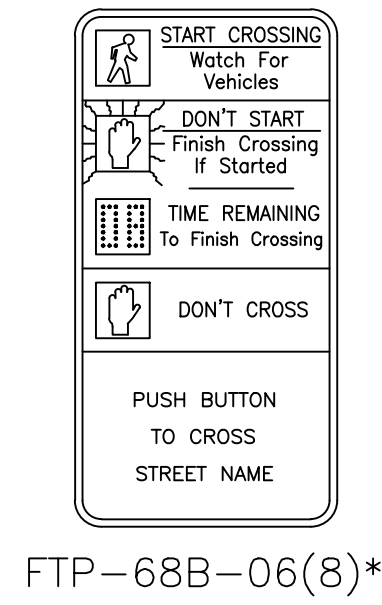
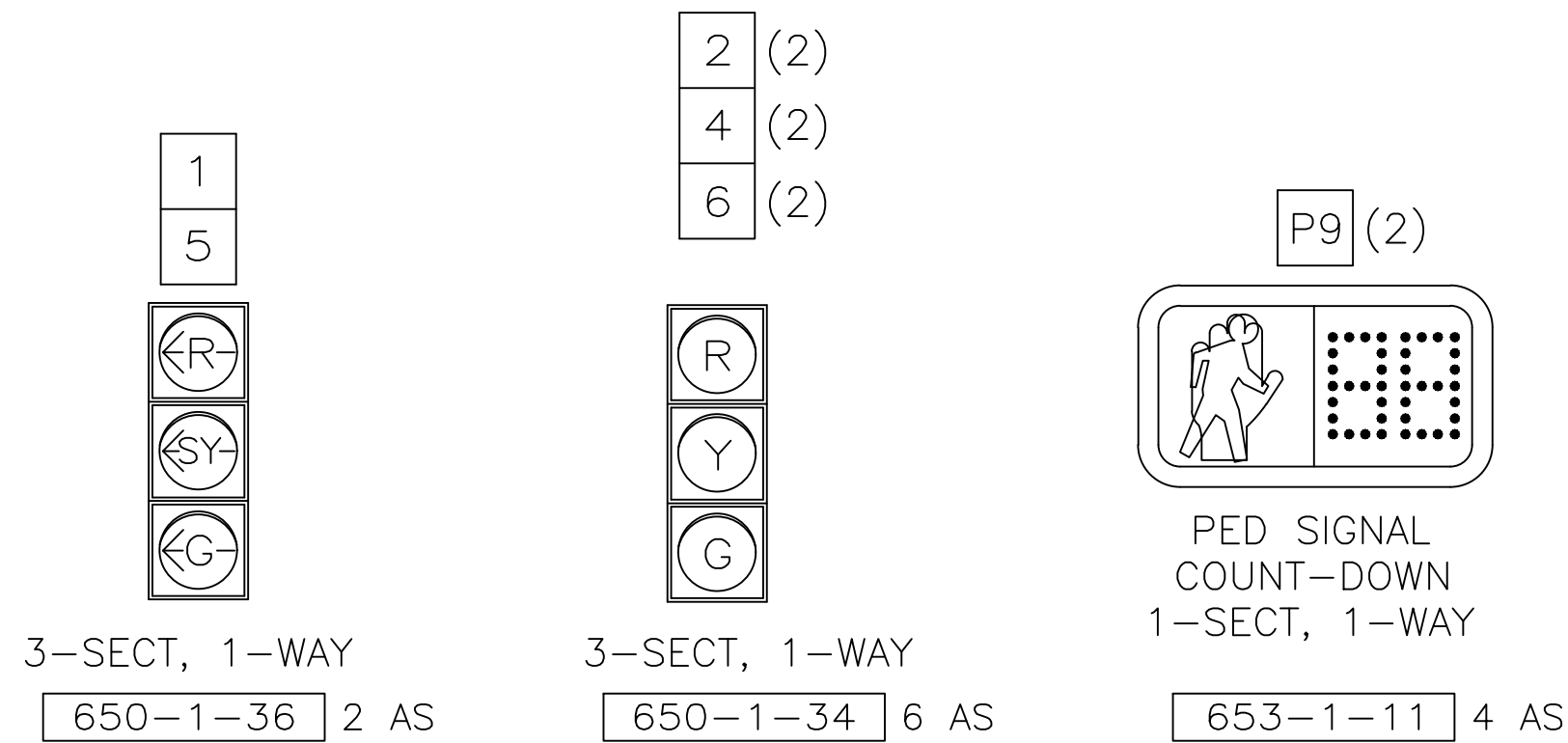
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DATE: OCTOBER 2019
LENGTH: 5,425 LF / 1.03 MILES
COST ESTIMATE: \$7,454,364

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FILE NAME: K:\ENGINEERING\PROJECTS\ST. JOHNS HERITAGE PARKWAY INTERSECTION IMPROVEMENTS (19-29)\DESIGN\1929MIS12-13\40 SCALE - DWG\1929smv25 Oct 19
PLOT - 1-1

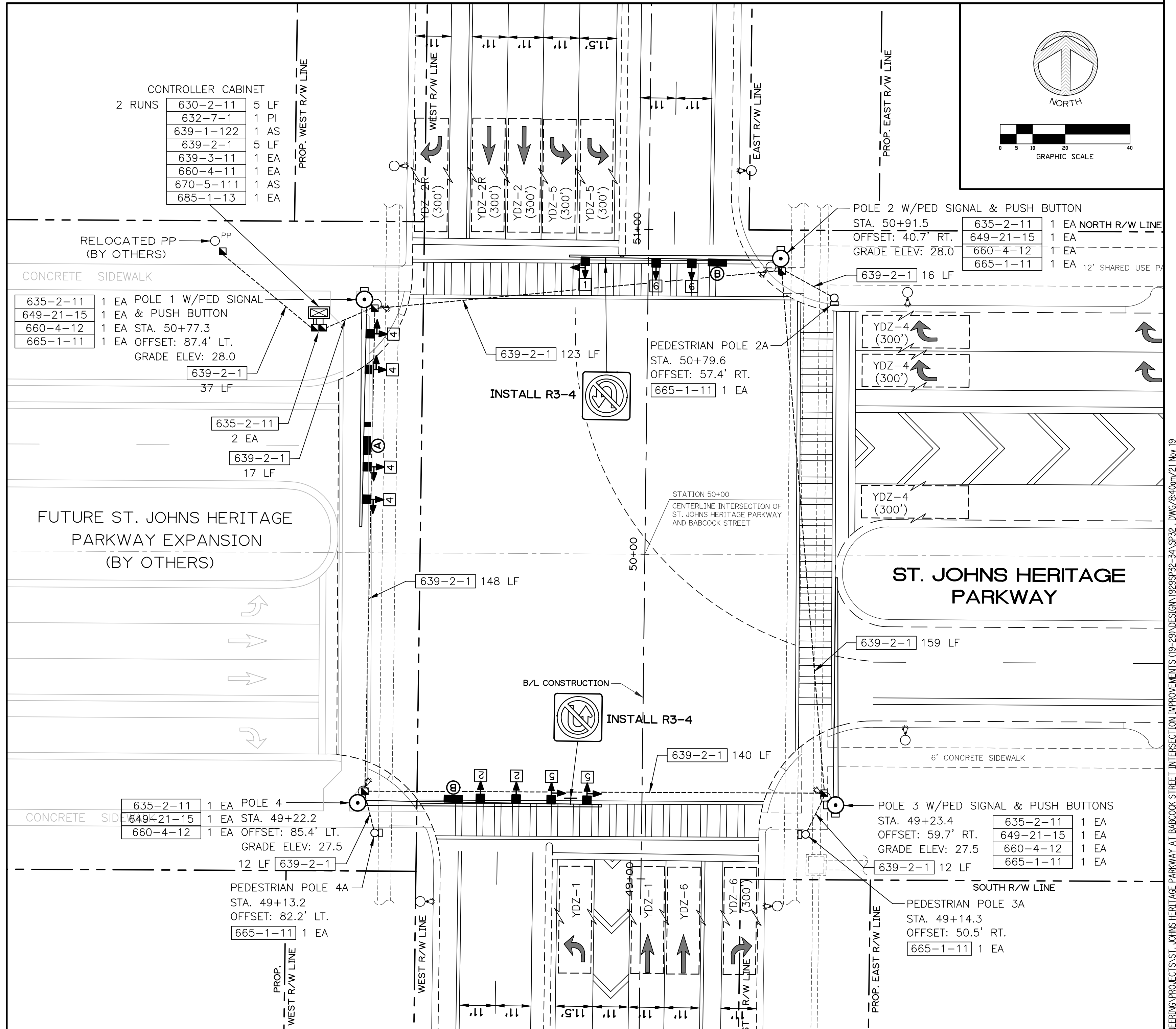


CONTROLLER OPERATIONS:

- THE MAJOR STREET IS BABCOCK STREET (MOVEMENTS 1, 2, 5 AND 6). THE MINOR STREET IS ST. JOHNS HERITAGE PARKWAY (MOVEMENT 4).
- SIGNAL OPERATING PLAN (SOP 9), AS SHOWN ON THIS SHEET WITH THE FOLLOWING FEATURES:
 - A) CONCURRENT PEDESTRIAN MOVEMENTS TO BE DISPLAYED UPON ACTUATION ONLY FOR ALL PEDESTRIAN MOVEMENTS.
 - B) PEDESTRIAN MOVEMENT WILL BE A SEPARATE PHASE 9 WITH 7 SECOND WALK AND 36 SECOND CLEARANCE.

CONTROLLER TIMINGS								
TIMING FUNCTION								
MOVEMENT NUMBER		1	2	3	4	5	6	7
TIMING FUNCTION	MINIMUM GREEN	8	8		8	8	8	
	EXTENSION	2	2		2	2	2	
	MAXIMUM GREEN 1	60	30		60	60	30	
	MAXIMUM GREEN 2							
	YELLOW CLEARANCE	4.8	4.8		4.8	4.8	4.8	
	ALL RED	3	3		3	3	3	
	PEDESTRIAN WALK							
	PED CLEARANCE							
RECALL			MIN				MIN	
DETECTOR FUNCTION		NL	NL		NL	NL	NL	

DETECTOR CONFIGURATION CHART				
ZONE	DETECTOR NO.	COVERAGE AREA	DETECTOR OPERATIONS	DELAY TIME (SEC)
YDZ1	YC-1	10 x 300	NORMAL	5
YDZ2	YC-2	10 x 300	NORMAL	5
YDZ2R	YC-2	10 x 300	NORMAL	
YDZ4	YC-3	10 x 300	NORMAL	5
YDZ5	YC-2	10 x 300	NORMAL	5
YDZ6	YC-1	10 x 300	NORMAL	5



REV. NO.	DATE	BY		REVISION	

DESIGNED BY FTW
DRAWN BY MH
CHECKED BY FTW



CITY OF PALM BAY
PUBLIC WORKS DEPARTMENT
1050 MALABAR ROAD S.W.
PALM BAY, FLORIDA 32907
(321) 953-8996

ST. JOHNS HERITAGE PARKWAY
AT BABCOCK STREET
INTERSECTION IMPROVEMENTS
PHASE 3 - FOUR LANE SECTION WITH MAST ARM SIGNAL

DATE OCT 2019
SCALE HORIZ: AS SHOWN
VERT: N/A

PROJECT NUMBER 19-29
FRANK T. WATANABE P.E. NO. 66735
DATE

SHEET 5 of 5

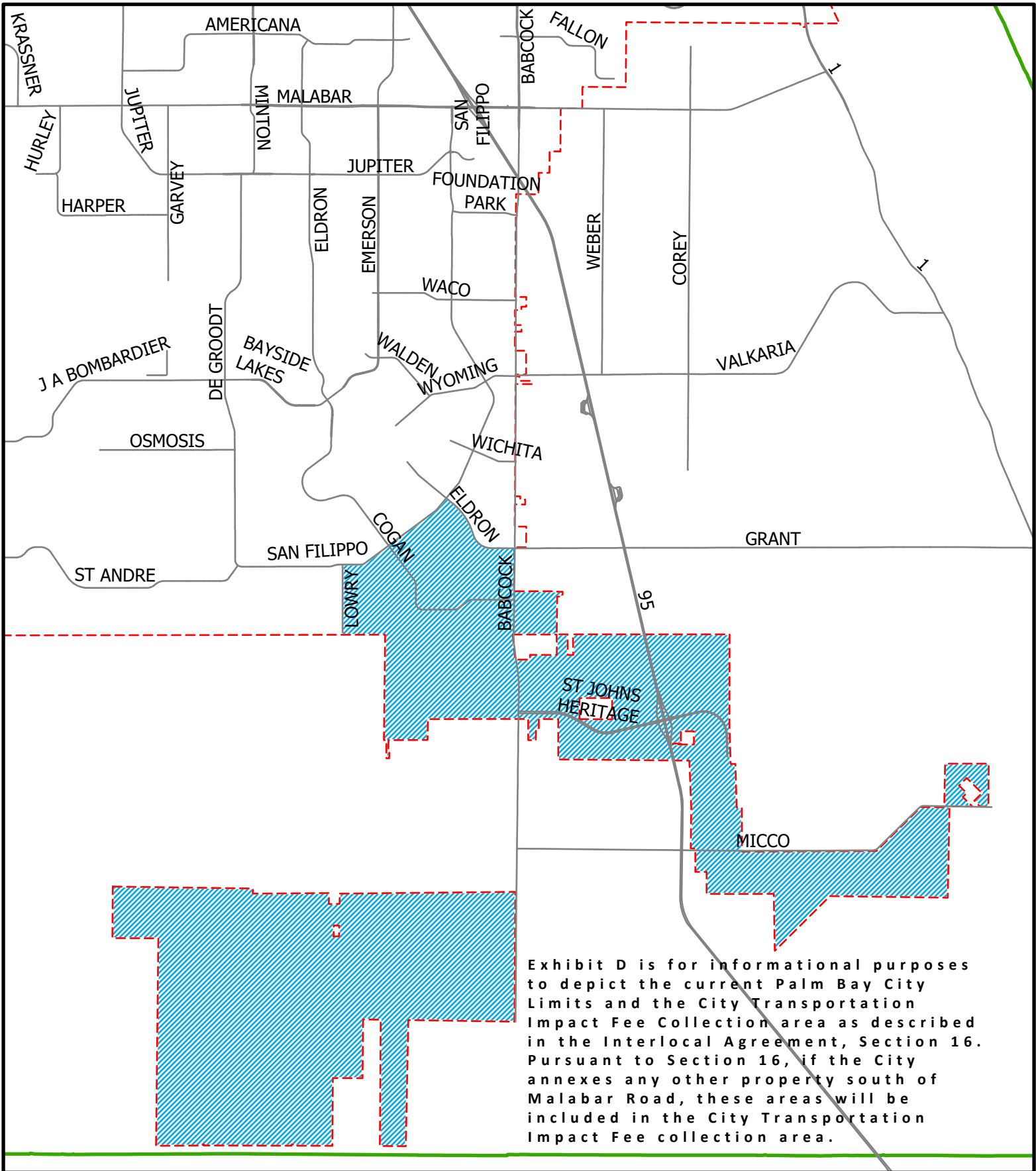


Exhibit D

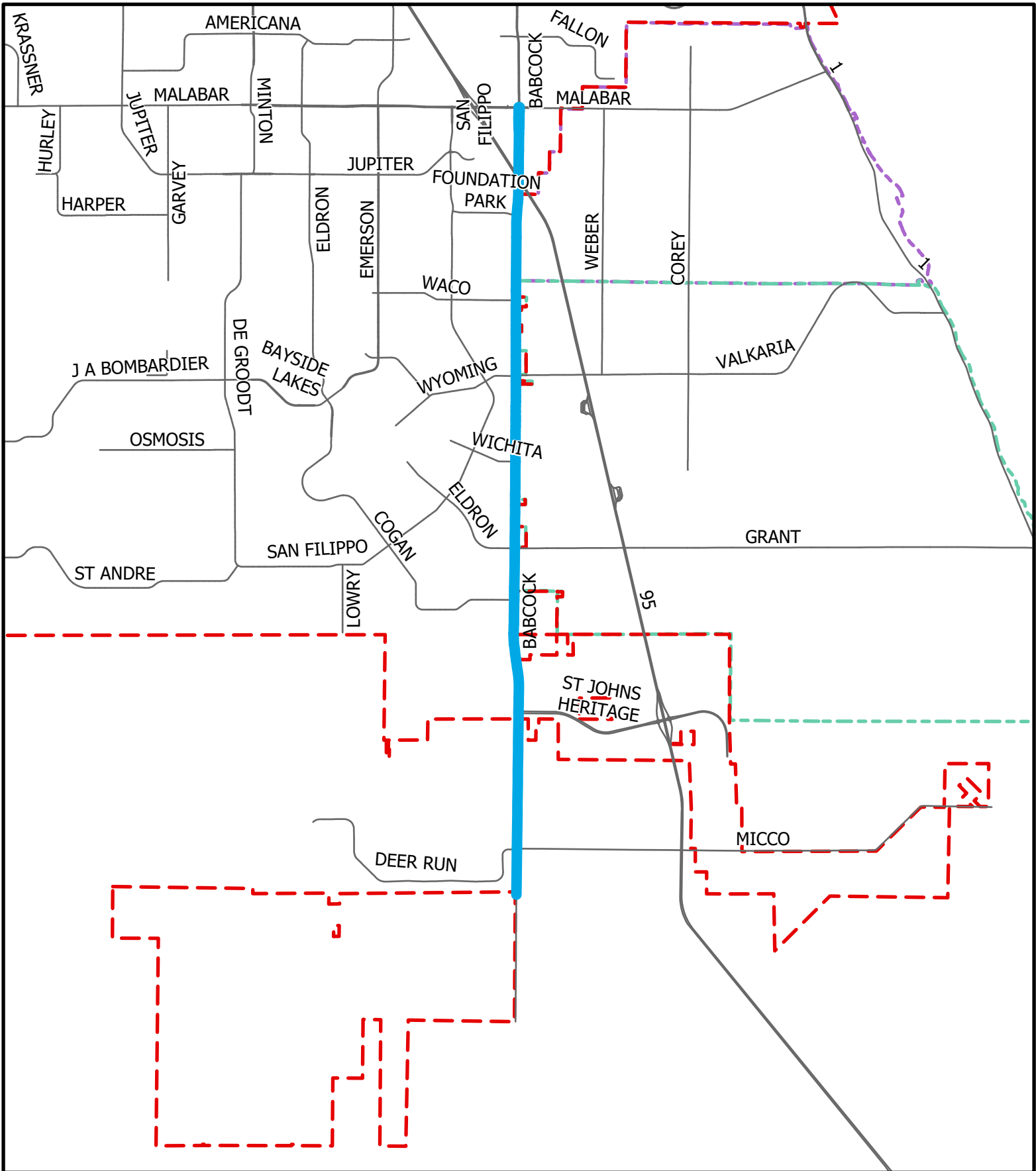


Exhibit E

-  Babcock Widening
-  Palm Bay City Limits
-  Grant-Valkaria City Limits
-  Malabar City Limits