

**Prepared by:**

Kimberly Cunningham Mosley  
Assistant City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, FL 33301

**Return to:**

Steven A. Weinberg, Esq.  
Frank, Weinberg & Black, P.L.  
7805 SW 6<sup>th</sup> Court  
Plantation, FL 3324

Folio#: 5042 05 50 0010

**ASSUMPTION OF LIABILITY AND  
HOLD HARMLESS AGREEMENT**

THIS ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT (“Assumption Agreement”) is entered into this \_\_\_\_ day of \_\_\_\_\_ 2021, by and between:

**RIVERBEND STORAGE PROPERTY, LLC**, a Florida limited liability company, whose principal address is 301 E. Las Olas Blvd., Suite 200, Fort Lauderdale, FL 33301 (“OWNER”)

and

**CITY OF FORT LAUDERDALE**, a Florida municipality having a principal address at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301 (“CITY” or “City”).

**R E C I T A L S**

WHEREAS, OWNER is the owner of a parcel of land legally described in **Exhibit “A”** attached hereto and made a part hereof (the “Property”); and

WHEREAS, the Property is located on the north side of W. Broward Blvd also known as Riverbend Storage (hereinafter referred to as “Riverbend Storage”), and a right-of-way which is under the jurisdiction of the State of Florida Department of Transportation (“FDOT”); and

WHEREAS, certain landscape and streetscape improvements are proposed to be installed in the right-of-way of W. Broward Blvd. consisting of landscaping, irrigation and tree grates (Improvements”); and

WHEREAS, the Improvements are proposed to be installed on the north side of the W. Broward Blvd., right of way (between Mile Post 4.844 to Mile Post 4.884) (the “Improvement Area”); and

WHEREAS, in order to permit the Improvements to be constructed in the FDOT right-of-way, FDOT requires the City to enter into an agreement entitled “State of Florida Department of Transportation District Four Landscape Maintenance Memorandum of Agreement” (the “Agreement”) which is attached hereto and incorporated herein as **Exhibit “B”**; and

WHEREAS, the terms and conditions are set forth in the Agreement and impose responsibility for maintenance of the Improvements; and

WHEREAS, as a condition to executing the Agreement, OWNER shall agree to assume all liability, obligations and responsibility under the Agreement and agree to indemnify and hold harmless the City from any and all liability under the Agreement only for the Improvements; and

WHEREAS, OWNER shall not be obligated to assume any maintenance responsibilities with respect to the City’s Improvements; and

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, and other good and valuable considerations, the sufficiency and adequacy of which is hereby acknowledged, OWNER and the City hereby agree as follows:

- 1. Recitals.** The foregoing Recitals are true and correct and are incorporated herein.
- 2. Terms.** The following terms, as used and referred to herein, shall have the meanings set forth below, unless the context indicates otherwise.

*City Manager* means CITY’s Chief Executive Officer, its City Manager, or his or her designee.

*City Engineer* means the City Engineer (Urban Design Engineer) for the CITY, or his designee. In the administration of this agreement, as contrasted with matters of policy, all parties may rely upon instructions or determinations made by the City Engineer. For the purposes hereof, the CITY Engineer’s designee shall be the Urban Design Engineer.

*Day(s)*. In computing any period of time expressed in day(s) in this Agreement, the day of the act, event, or default from which the designated period of time begins to run shall not be included. The last day of the period so computed shall be included unless it is a Saturday, Sunday, or legal holiday, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. When the period of time prescribed or allowed is less than seven (7) days, intermediate Saturdays, Sundays, and legal holidays shall be excluded in the computation.

*Effective Date* means the effective date of this Assumption Agreement, which shall be the date upon which both (i) this Agreement is executed by the representatives for OWNER and the CITY and (ii) the Agreement is executed by FDOT and the City.

*Person* means any individual, firm, partnership (general or limited), corporation, company, association, joint venture, joint stock association, estate, trust, business trust, cooperative, limited liability corporation, limited liability partnership, limited liability company or association, or body politic, including any heir, executor, administrator, trustee, receiver, successor or assignee or other person acting in a similar representative capacity for or on behalf of such Person.

**3. Compliance and Default.** OWNER agrees to assume any and all liability and responsibility for performance under the Agreement except that OWNER shall not be liable for any improvements and work done by the City or third parties, unless OWNER provides written consent to such improvements. OWNER hereby agrees to abide by and comply with each and every term and condition set forth in the Agreement and this Assumption Agreement and failure to so comply shall constitute a default under this Assumption Agreement, after written notice specifying the nature of the default. Any acts or omissions by OWNER or OWNER's contractors, agents or employees that are not in compliance with the terms and conditions of the Agreement shall constitute a default under this Assumption Agreement. The Agreement is incorporated into this Assumption Agreement as if fully set forth herein.

**4. Indemnification and Hold Harmless.**

(a) OWNER shall protect, defend, indemnify and hold harmless the CITY, its officers, elected officials, volunteers, employees and agents from and against any and all lawsuits, penalties, damages, settlements, judgments, decrees, costs, charges and other expenses charged or incurred, including reasonable attorney's fees actually incurred, or liabilities of every kind, nature or degree arising out of or in connection with the rights, responsibilities and obligations of OWNER under the Agreement and this Assumption Agreement, conditions contained therein, the location, construction, repair, maintenance use or occupancy by OWNER of the Improvements, or the breach or default by OWNER of any covenant or provision of the Agreement or this Assumption Agreement, except for any occurrence arising out of or resulting from the intentional torts or negligence of the CITY, its officers, elected officials, volunteers, agents and employees. However, this exception shall not be deemed a waiver of the City's sovereign immunity. Without limiting the foregoing, any and all such charges, claims, suits, causes of action relating to personal injury, death, damage to property, defects in construction, rehabilitation or restoration of the Improvements by OWNER or others authorized by OWNER, including but not limited to costs, charges and other expenses charged or incurred, including reasonable attorney's fees and costs actually incurred or liabilities arising out of or in connection with the rights, responsibilities and obligations of OWNER under the Agreement and this Assumption Agreement, or any actual violation of any applicable and known statute, ordinance, administrative order, rule or regulation or decree of any court by OWNER, is included in the indemnity.

(b) OWNER further agrees that upon delivery of proper and timely notice of violations under the Agreement it shall investigate, handle, respond to, provide defense for, and defend any such claims at its sole expense. The City shall retain the right to select counsel of its own choosing as deemed appropriate. This indemnification shall survive termination, revocation or expiration of the Agreement and this Assumption Agreement and shall cover any acts or omissions occurring during the term of the Agreement and this Assumption Agreement.

**5. Insurance.** At all times during the term of the Agreement and this Assumption Agreement, OWNER, at its expense, shall keep or cause to be kept in effect the insurance coverages for the Improvements set forth in the Agreement and OWNER shall cause such coverage to be extended to CITY as an additional insured and shall furthermore provide Certificates of Insurance to CITY at least fourteen (14) days prior to the commencement of the Agreement and annually thereafter on the anniversary date of the policies.

**6. Removal of Improvements and Restoration of Improvement Area.**

**(a)** Except as may otherwise be expressly provided herein, it is agreed that upon termination of the Agreement, in whole or in part, OWNER shall remove all or any part of the Improvements in accordance with the terms and conditions of the Agreement, and OWNER shall restore the right of way and any impacted public utilities to conditions acceptable to FDOT. Such removal and restoration shall be at OWNER's sole cost and expense. In the event OWNER fails to begin to remove all or any part of the Improvements contemplated herein within thirty (30) days after written demand by FDOT or CITY, the CITY is hereby authorized to remove the Improvements that interfere with the easement rights or the public's use of dedicated rights-of-way and restore the right of way and any public utilities to conditions acceptable to FDOT, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed by OWNER within thirty (30) days after OWNER has received information setting forth the costs of such work.

**(b)** In the event OWNER fails to remove the Improvements and CITY finds it necessary to remove the Improvements in accordance with the foregoing, then the total expense incurred by the CITY in removing the Improvements and the reasonable administrative costs associated therewith shall be considered a special assessment and lien upon the Property. OWNER consents to and grants the City the right to place a lien on the Property after written notice to the OWNER setting forth, in detail, the total expenses to which the CITY is seeking reimbursement. OWNER shall have sixty (60) days from the date of the statement of the total expenses incurred by the CITY and the administrative costs associated therewith within which to pay or contest to the CITY the full amount due. Failure to timely pay the amount due or serve upon the CITY Manager a written letter contesting the statement of assessed expenses and administrative costs after an adequate review of no less than sixty (60) days will result in the matter being scheduled before the CITY Commission for consideration of and adoption of a Resolution assessing against the Property the expenses and administrative costs associated with the CITY's removal of the Improvements. The Resolution may also impose a special assessment lien against the Property for the expenses and costs so assessed. A Notice of the Special Assessment assessed by the CITY Commission for the unpaid expenses and costs as stated above shall be recorded with the CITY Clerk and in the Public Records of Broward County, Florida. The assessed expenses and costs and the lien provided for herein may be foreclosed in the manner provided by law. Any lien filed pursuant to this Agreement shall be subordinate to any mortgages/construction financing obtained for any portion of the Project, whether the mortgage/construction financing obtained before or after the Claim of Lien is recorded.

**7. Event of Default; Remedy.** In the event the OWNER fails to perform or violates any of the terms or conditions of the Agreement or this Assumption Agreement or is in breach or

default in any term or condition thereof, the City shall notify OWNER of the specific failure or violation of this Assumption Agreement or the Agreement in writing and OWNER shall thereafter have a period of thirty (30) days to cure any such failure or violation to the City's reasonable satisfaction (an "Event of Default"). Upon an Event of Default, the City has the right 1) to take any equitable action to enforce the terms and conditions of the Agreement or this Assumption Agreement, it being stipulated by the parties that since the Agreement and this Assumption Agreement deal with the right to use public easements and rights-of-way of FDOT used for a governmental purpose, a violation or breach of any term or condition of the Agreement or this Assumption Agreement constitutes an irreparable injury to the public and CITY for which there is no adequate remedy at law or 2) take such curative action that was required to be taken by the OWNER under the Agreement and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by OWNER, in which case OWNER shall be liable for payment to CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the performance of the action or actions associated with the Improvements. OWNER shall reimburse CITY within thirty (30) days following written demand for payment thereof. Interest shall accrue on the unpaid amount at the rate of twelve percent (12%) per annum simple interest but in no event shall interest exceed the highest amount allowed by Florida law. If a dispute arises as to the need for, or amount due to the CITY for repairs or maintenance undertaken by CITY in accordance with the Agreement or Assumption Agreement, and such dispute is not resolved within thirty days (30) days after the date that CITY makes the written demand for payment, OWNER shall pay to CITY the undisputed amount and shall provide CITY with a bond or other security acceptable to CITY for the disputed amount pending a resolution of the dispute by negotiation or litigation. If OWNER does not make the payments required under this Section within the thirty (30) day period set forth herein, then CITY shall have a right to record a Claim of Lien against the Property, which Lien may be either (a) for the total amount of the fines, including all subsections thereunder, or (b) for all reasonable and necessary costs and expenses of any cure undertaken by CITY in accordance with this Section, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Lien shall be effective upon the recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state all amounts due and owing to CITY. The Lien may be foreclosed by CITY in the same manner as provided by law for foreclosure of mortgage liens. The Lien shall continue until payment to CITY of the amounts set forth in the Lien (at which time CITY shall record a satisfaction of such lien). In addition to the Lien, CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. CITY shall have all other rights and remedies granted to it at law or in equity for OWNER's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. The remedies found within this Section are cumulative. The exercise of one does not preclude the exercise of any other remedy.

**8. Emergencies.** If an emergency situation arises with respect to the Agreement or the Assumption Agreement where the Improvement Area or any condition thereof presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone or email notice to OWNER's Contact Person. If, following that notice, OWNER fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY

shall be entitled to recover its reasonable costs of cure or resolve the emergency from OWNER in accordance with provisions hereof. For the purposes of this Section, OWNER's Contact Person shall be Robert Cerrone, Attention: Hernandez Development, LLC; telephone number (954) 607-2955; and e-mail address: Robert.Cerrone@Hernandez-Group.Com. In the event the OWNER's Contact Person or any other information pertaining to the OWNER's Contact Person shall change, such change shall be provided to the CITY Engineer and the CITY's Director of the Transportation and Mobility Department, in writing.

**9. Damage to Public Property.** In the event the use, operation, maintenance, repair, construction, demolition or reconstruction of the Improvements cause(s) any damage whatsoever to any other public property, then OWNER shall be responsible for the cost of repair and shall, at CITY's option, make said repairs, subject to CITY's reasonable satisfaction.

**10. Notices.**

(a) Except as provided in subparagraph (c) below, whenever it is provided herein that notice, demand, request or other communication shall or may be given to, or served upon, either of the parties by the other, or either of the parties shall desire to give or serve upon the other any notice, demand, request or other communication with respect hereto or with respect to any matter set forth in the Agreement or this Assumption Agreement, each such notice, demand, request or other communication shall be in writing and any law or statute to the contrary notwithstanding shall not be effective for any purpose unless the same shall be given by hand delivery, or by a nationally recognized overnight courier, or by mailing the same by registered or certified mail, postage prepaid, return receipt requested, addressed to the party at the address set forth below, or at such other address or addresses and to such other person or firm as OWNER may from time to time designate by notice as herein provided.

(b) All notices, demands, requests or other communications hereunder shall be deemed to have been given or served for all purposes hereunder upon receipt if by hand delivery, or upon one (1) business day after deposit with such overnight courier as required above, or upon two (2) business days after deposit with the United States mail, postage prepaid, in the manner aforesaid, provided, however, that for any distance in excess of five hundred (500) miles, air mail service or Federal Express or similar carrier shall be utilized, if available.

AS TO CITY: Christopher J. Lagerbloom, ICMA-CM  
City Manager  
City Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

With copy to: Alain Boileau  
City Attorney  
City of Fort Lauderdale  
100 North Andrews Avenue  
Fort Lauderdale, Florida 33301

With a copy to: Benjamin Rogers  
Transportation and Mobility Director  
City of Fort Lauderdale  
290 N.W. 3<sup>rd</sup> Avenue  
Fort Lauderdale, Florida 33301

AS TO OWNER: Riverbend Storage Property, LLC  
ATTN: Alex Hernandez  
301 E Las Olas Blvd., Suite 200  
Fort Lauderdale, FL 33301

With a copy to: Frank, Weinberg & Black, P.L.  
7805 SW 6<sup>th</sup> Court  
Plantation, FL 33324  
Attn: Steven Weinberg, Esq.

(c) As to activities under Paragraph 8, Emergencies, notice need not be given in accordance with subparagraph (a) above, but notice shall be sufficient if given to the Contact Person pursuant to Paragraph 8, Emergencies.

**11. Independent Contractor.** As between CITY and OWNER, OWNER is an independent contractor under this Assumption Agreement. In providing such services, neither OWNER nor its agents shall act as officers, employees, or agents of CITY. No partnership, joint venture, or other joint relationship is created hereby. CITY does not extend to OWNER or OWNER's agents any authority of any kind to bind CITY in any respect whatsoever.

**12. Joint Preparation.** Each party and its counsel have participated fully in the review and revision of this Assumption Agreement and acknowledge that the preparation of this Assumption Agreement has been their joint effort. The language agreed to expresses their mutual intent and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. The language in this Assumption Agreement shall be interpreted as to its fair meaning and not strictly for or against any party.

**13. Interpretation of Agreement; Severability.** This Assumption Agreement shall be construed in accordance with the laws of the State of Florida. If any provision hereof, or its application to any person or situation, is deemed invalid or unenforceable for any reason and to any extent, the remainder of this Assumption Agreement or the application of the remainder of the provisions, shall not be affected. Rather, this Assumption Agreement is to be enforced to the extent permitted by law. The captions, headings and title of this Assumption Agreement are solely for convenience of reference and are not to affect its interpretation. Each covenant, term, condition, obligation or other provision of this Assumption Agreement is to be construed as a separate and independent covenant of the party who is bound by or who undertakes it, and each is independent of any other provision of this Assumption Agreement, unless otherwise expressly provided. All terms and words used in this Assumption Agreement, regardless of the number or gender in which they are used, are deemed to include any other number and other gender, as the context requires.

**14. Successors.** This Assumption Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns. It is intended that this Assumption Agreement and the rights and obligations set forth herein shall run with the land and shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors, assigns, heirs, and personal representatives.

**15. No Waiver of Sovereign Immunity.** Nothing contained in this Assumption Agreement is intended to serve as a waiver of sovereign immunity by the City to which sovereign immunity may be applicable.

**16. Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Assumption Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

**17. Non-Discrimination.** OWNER shall not discriminate against any Person in the performance of duties, responsibilities and obligations under this Assumption Agreement because of race, age, religion, color, gender, national origin, marital status, disability or sexual orientation.

**18. Records.** Each party shall maintain its own respective records and documents associated with this Assumption Agreement in accordance with the records retention requirements applicable to public records. Each party shall be responsible for compliance with any public documents request served upon it pursuant to Chapter 119, Florida Statutes as applicable, and any resultant award of attorney's fees for non-compliance with that law.

**19. Entire Agreement.** This document incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Assumption Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

**20. Waiver.** The parties agree that each requirement, duty and obligation set forth herein is substantial and important to the formation of this Assumption Agreement and, therefore, is a material term hereof. Any party's failure to enforce any provision of this Assumption Agreement shall not be deemed a waiver of such provision or modification of this Assumption Agreement. A waiver of any breach of a provision of this Assumption Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Assumption Agreement.

**21. Governing Law.** This Assumption Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Assumption Agreement and any action involving the enforcement or



interpretation of any rights hereunder, shall be brought exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Assumption Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **By entering into this Assumption Agreement, CITY and OWNER hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to the Agreement or this Assumption Agreement or any acts or omissions in relation thereto.**

**22. Recording.** This Assumption Agreement shall be recorded in the Public Records of Broward County, Florida, the costs of which shall be borne by OWNER. OWNER shall record this Assumption Agreement with attached exhibits and a copy of the recorded Assumption Agreement shall be provided to City and filed with the City Clerk's Office.

**23. Term.** This Assumption Agreement shall continue in full force and effect until such time as the Agreement becomes null and void by removal of the Improvements, by operation of law or in accordance with the terms of the Agreement or is terminated by a court order or mutual agreement between OWNER, FDOT and CITY and no obligations lying thereunder survive such termination.

**24. Assignment.** OWNER may assign this Assumption Agreement without the prior written consent of the City to a transferee of the fee simple interest in the Property or to an owner responsible for the common areas of the Property (including a condominium association, homeowner's association or property owner's association), with written notice to the City of such assignment and delivery of a copy of the written assumption of responsibilities executed by the assignor and recorded in the Public Records of Broward County, Florida.

**25. Police Power.** Nothing herein shall be construed as a waiver of the City's police power. OWNER shall comply with the City's codes, ordinances and regulations with respect to installation and construction of the Improvements. OWNER shall construct operate and maintain the Improvements in compliance with all health, sanitary, fire, zoning and building code requirements and any other governing authority with jurisdiction over the Improvement Area and Improvements.

**26. No Property Rights.** OWNER expressly acknowledges that pursuant to the terms hereof, it gains no property right through this Assumption Agreement or the Agreement to the continued possession or use of the Improvements within the Improvement Area.

**27. Attorneys' Fees and Costs.** In the event of a dispute arising under this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs, including attorneys' fees and costs incurred at both the trial and appellate levels, to the extent permitted by law.

(SIGNATURES TO FOLLOW)



**AS TO CITY:**

**CITY OF FORT LAUDERDALE**

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 2021

By: \_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM  
City Manager

\_\_\_\_\_ day of \_\_\_\_\_, 2021

ATTEST:

(CORPORATE SEAL)

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

Approved as to form:  
Alain Boileau, City Attorney

By: \_\_\_\_\_  
Kimberly Cunningham Mosley  
Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by **Dean J. Trantalis**, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:  
\_\_\_\_\_

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by **Christopher J. Lagerbloom**, ICMA-CM, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me.

(SEAL)

\_\_\_\_\_  
Notary Public, State of Florida  
(Signature of Notary taking  
Acknowledgment)

\_\_\_\_\_  
Name of Notary Typed,  
Printed or Stamped

My Commission Expires:  
\_\_\_\_\_

# RIVERBEND STORAGE SKETCH & DESCRIPTION



**LOCATION MAP:**  
SCALE: NOT TO SCALE

**NOTES:**

1. Unless it bears the signature and the original raised seal of a Florida licensed surveyor and mapper this drawing, sketch, plat or map is for informational purposes only and is not valid.
2. Bearings shown hereon are relative to the plat of RIVERBEND CORPORATE PARK (P.B. 175, PG. 95 THRU 97, B.C.R.)
3. Data shown hereon was compiled from instruments of record and does not constitute a field survey as such.
4. This is not a boundary survey.

**LEGAL DESCRIPTION:**

PARCEL 1 (FEE SIMPLE ESTATE)

PARCEL "A4":

A PORTION OF PARCEL "A", "RIVERBEND CORPORATE PARK", ACCORDING TO THE PLAT THEREOF, AS RECORDED IN PLAT BOOK 175, PAGE 95 THROUGH 97, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHERNMOST SOUTHEAST CORNER OF SAID PARCEL "A", SAID POINT BEING ON THE NORTHERLY RIGHT-OF-WAY LINE OF WEST BROWARD BOULEVARD (STATE ROAD NO. 842); THENCE ON SAID NORTHERLY RIGHT-OF-WAY LINE ALSO BEING THE SOUTHERLY LINE OF SAID PARCEL "A", THE FOLLOWING TEN (10) COURSES AND DISTANCES; 1) THENCE NORTH 89°59'58" WEST 134.16 FEET; 2) THENCE NORTH 70°31'19" WEST 50.98 FEET; 3) THENCE NORTH 89°59'58" WEST 319.86 FEET TO THE POINT OF BEGINNING; 4) THENCE CONTINUE NORTH 89°59'58" WEST 10.11 FEET; 5) THENCE NORTH 00°07'42" WEST 1.68 FEET; 6) THENCE NORTH 89°59'58" WEST 118.89 FEET; 7) THENCE NORTH 45°46'42" WEST 4.18 FEET; 8) THENCE SOUTH 73°17'57" WEST 24.92 FEET; 9) THENCE SOUTH 14°51'49" EAST 4.47 FEET; 10) THENCE SOUTH 73°48'19" WEST 24.69 FEET; THENCE NORTH 00°20'32" EAST ON A WEST LINE OF SAID PARCEL "A" 246.78 FEET; THENCE NORTH 89°59'58" WEST ON A SOUTH LINE OF SAID PARCEL "A" 100.06 FEET TO THE INTERSECTION WITH THE EAST RIGHT-OF-WAY LINE OF NW 25TH AVENUE ALSO BEING THE WEST LINE OF SAID PARCEL "A"; THENCE NORTH 00°20'32" EAST ON SAID EAST RIGHT-OF-WAY LINE AND SAID WEST LINE OF PARCEL "A" 120.00 FEET; THENCE SOUTH 89°59'58" EAST 286.30 FEET; THENCE SOUTH 00°00'00" EAST 205.00 FEET TO THE BEGINNING OF A TANGENT CIRCULAR CURVE CONCAVE NORTHWESTERLY; THENCE SOUTHWESTERLY ON THE ARC OF SAID CURVE TO THE RIGHT, HAVING A RADIUS OF 16.41 FEET, A CENTRAL ANGLE OF 67°01'48", FOR AN ARC DISTANCE OF 19.20 FEET TO A POINT OF NON-TANGENCY; THENCE SOUTH 00°00'00" EAST ON A NON-RADIAL LINE 132.88 FEET TO THE POINT OF BEGINNING.

SAID PARCEL "A4" SITUATE, LYING AND BEING IN THE CITY OF FORT LAUDERDALE, BROWARD COUNTY, FLORIDA CONTAINING 76.754 SQUARE FEET (1.762 ACRES), MORE OR LESS.

PARCEL 2 (NON-EXCLUSIVE EASEMENT ESTATE):

NON-EXCLUSIVE EASEMENT(S) FOR THE BENEFITS OF PARCEL 1 AS SET FORTH AND MORE PARTICULARLY DESCRIBED IN THE AMENDED AND RESTATED MASTER DECLARATION FOR RIVERBEND CORPORATE PARK, RECORDED IN INSTRUMENT NO. 114538261, AS AMENDED IN INSTRUMENT NO. 114603055, OF THE PUBLIC RECORDS OF BROWARD COUNTY, FLORIDA.

**PREPARED FOR:**


HERNANDEZ CONSTRUCTION  
301 E LAS OLAS BLVD #200  
FORT LAUDERDALE, FL 33301

For the Firm:   
Scott J. Douglass  
Professional Surveyor & Mapper  
Florida Registration No 4532

PREPARED BY:  
**DOUGLASS, LEAVY & ASSOCIATES INC.**  
PROFESSIONAL SURVEYORS & MAPPERS  
7914 WILES ROAD  
CORAL SPRINGS, FLORIDA 33067  
OFFICE: (954) 344-7994 FAX: (954) 344-2636  
LICENSED BUSINESS No. 6727

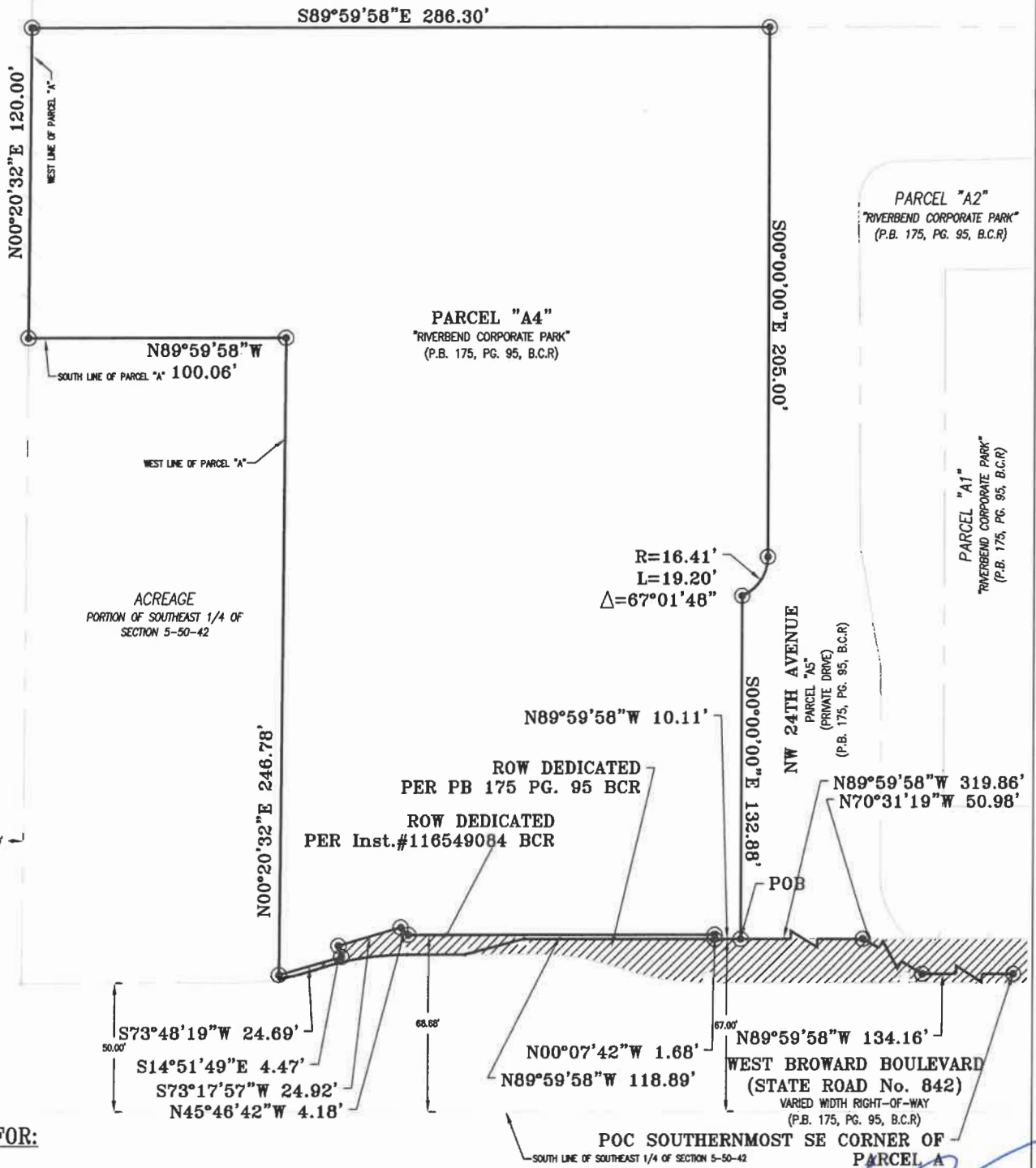
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REVISION		DATE	FB/PG

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fb/pg source: N/A  
Drafter: SJD  
Checked: SJD  
CADD dwg no: 19033BOUNDARYLEGAL  
**SHEET: 1/2**



# RIVERBEND STORAGE SKETCH & DESCRIPTION

PARCEL "A3"  
"RIVERBEND CORPORATE PARK"  
(P.B. 175, PG. 95, B.C.R.)



**PREPARED FOR:**

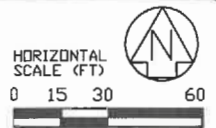
HERNANDEZ CONSTRUCTION  
301 E LAS OLAS BLVD #200  
FORT LAUDERDALE, FL 33301

For the Firm: *Scott J. Douglass*  
Scott J. Douglass  
Professional Surveyor & Mapper  
Florida Registration No 4532

PREPARED BY:  
**DOUGLASS, LEAVY & ASSOCIATES INC.**  
PROFESSIONAL SURVEYORS & MAPPERS  
7914 WILES ROAD  
CORAL SPRINGS, FLORIDA 33067  
OFFICE: (954) 344-7994 FAX: (954) 344-2636  
LICENSED BUSINESS No. 6727

REVISIONS:	Description	Date	Fb/Pg
REVISION		DATE	FB/PG

DRAWING DATA:  
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fb/pg source: N/A  
Drafter: SJD  
Checked: SJD  
CADD dwg no: 19033  
**SHEET: 2/2**



**Exhibit B**

**Florida Department of Transportation District Four  
Maintenance Memorandum of Agreement”**

SECTION No.: 860060000  
Permit No.: 2020-L-491-00014  
COUNTY: Broward  
S.R. No.: 842

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
DISTRICT FOUR  
LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component agency of the State of Florida, hereinafter called the DEPARTMENT and the **City of Fort Lauderdale**, a municipal corporation, existing under the Laws of Florida, hereinafter called the AGENCY.

**WITNESSETH:**

**WHEREAS**, the DEPARTMENT has jurisdiction over State Road 842 (Broward Boulevard) as part of the State Highway System as described in **Exhibit "A"**; and

**WHEREAS**, the AGENCY seeks to have installed by permit and maintain certain landscape improvements within the right of way of State Road 842 (Broward Boulevard) as described within **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 the highway facility as described in **Exhibit "A"** attached hereto and incorporated by reference herein, within the corporate limits of the AGENCY; and

**WHEREAS**, the AGENCY is agreeable to maintaining those landscape improvements within the AGENCY'S limits including plant materials, irrigation system and/or hardscape which may contain specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]) including any other nonstandard hardscape (if applicable), but excluding standard concrete sidewalk, and agree such improvements shall be maintained by periodic mowing, fertilizing, weeding, litter pick-up, pruning, necessary replanting, irrigation repair and/or repair of the median concrete replacements associated with the specialty surfacing (if applicable) as needed; and

**WHEREAS**, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all right of way within the medians, outside the travelway and improvements made to the travelway that was made at the request of the AGENCY; and

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

**WHEREAS**, the AGENCY by Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so; and



**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

The AGENCY shall install and agrees to maintain the *landscape improvements* described herein as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project (s) and incorporated herein as **Exhibit "B"**. *Hardscape* shall mean, but not be limited to any site amenities such as landscape accent lighting, bike racks, fountain, tree grates, decorative free-standing wall, and/or sidewalk, median and/or roadway specialty surfacing such as concrete pavers, stamped colored concrete and/or stamped colored asphalt (also known as patterned pavement).

- (a) All plant materials shall be installed and maintained in strict accordance with sound nursery practice prescribed by the International Society of Arboriculture (ISA). All plant materials installed shall be Florida #1 or better according to the most current edition of Florida Department of Agriculture, *Florida Grades and Standards for Nursery Stock*; and all trees shall meet Florida Power & Light, *Right Tree, Right Place, South Florida*.
- (b) Trees and palms within the right of way shall be installed and pruned to prevent encroachment to roadways, lateral offsets and sidewalks. Definition of these criteria is included in the most current editions of FDOT standards for design, construction, maintenance, and utility operations on the state highway system and **Exhibit "C"**, the Maintenance Plan.
- (c) Tree and palm pruning shall be supervised by properly trained personnel trained in tree pruning techniques and shall meet the most current standards set forth by the International Society of Arboriculture (ISA) and the American National Standard Institute (ANSI), Part A-300.
- (d) Irrigation installation and maintenance activities shall conform to the standards set forth by the Florida Irrigation Society (FIS) latest edition of FIS, *Standards and Specifications for Turf and Landscape Irrigation Systems*.
- (e) The AGENCY shall provide the FDOT Local Operation Center accurate as-built plans of the irrigation system so if in the future there is a need for the DEPARTMENT to perform work in the area, the system can be accommodated as much as possible. (See paragraph ( l ) for contact information)
- (f) If it becomes necessary to provide utilities (water/electricity) to the median or side areas, it shall be the AGENCY'S responsibility to obtain a permit for such work through the local Operations Center (see paragraph ( l ) below) and the AGENCY shall be responsible for all associated fees for the installation and maintenance of these utilities.

- (g) All specialty surfacing shall be installed and maintained in strict accordance with the most current edition of the *Florida Accessibility Code for Building Construction* and the *Interlocking Concrete Pavement Institute (ICPI)*.
- (h) 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 Design Standards, Index 600 Series, Traffic Control through Work Zones*.
- (i) The most current edition of *FDOT Design Standards, Index 546 (Sight Distance at Intersections)* must be adhered to.
- (j) Lateral Offsets as specified in the *FDOT Plans Preparation Manual, Volume 1, Chapters 2 and 4* must be adhered to.
- (k) Landscape improvements shall not obstruct roadside signs or permitted outdoor advertising signs, (see Florida Administrative Code [F.A.C.] Rule Chapter 14-10.)
- (l) The AGENCY shall provide the local FDOT Operation Center located at Broward Operations, 5548 NW 9<sup>th</sup> Avenue, Fort Lauderdale, FL 33309, (954)776-4300, 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.
- (m) 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. The DEPARTMENT'S Operation Center Public Information Officer (see telephone number in Paragraph ( l ) shall also be notified.
- (n) The AGENCY shall be responsible to clear all utilities within the landscape improvement limits before construction commences.
- (o) The AGENCY shall follow the minimum level of maintenance guidelines as set forth in FDOT'S Rule Chapter 14-40 *Highway Beautification and Landscape Management*, in the *FDOT Guide to Roadside Mowing and Maintenance Management System*, and **Exhibit "C"**, the *Maintenance Plan* for maintenance activities for landscape improvements.

### 3. MAINTENANCE OF FACILITIES

- A. The AGENCY agrees to maintain the landscape improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"** and as further described in **Exhibit "B"**. The non-standard improvements within and outside the travelway shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to Section 7, by periodic mowing, pruning, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, irrigation system repair and/ or repair of any median

concrete replacement associated with specialty surfacing (if applicable) following the DEPARTMENT'S landscape safety and maintenance guidelines, **Exhibit "C"**, the Maintenance Plan. The AGENCY'S responsibility for maintenance shall include all landscaped, turfed and hardscape areas on the sidewalk or within the medians and areas outside the travelway to the right of way and/or areas within the travelway containing specialty surfacing. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard travelway surfacing (if applicable) on DEPARTMENT right of way within the limits of this Agreement.

- B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to properly water and fertilize all plant materials; to keep them as free as practicable from disease and harmful insects; to properly mulch the planting beds; to keep the premises free of weeds; to mow the turf to the proper height; to properly prune all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage, permitted outdoor advertising signs per Florida Statute 479.106 and for those using the roadway and/or sidewalk; (3) preventing any other potential roadway hazards. *Plant materials* shall be those items which would be scientifically classified as plants and including trees, palms, shrubs, groundcover and turf. To maintain also means to remove or replace dead or diseased plant materials in their entirety, or to remove or replace those that fall below original project standards. Palms shall be kept fruit free year-round. To maintain also means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. To maintain also means to keep the nonstandard hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. All plants removed for whatever reason shall be replaced by plants of the same species type, size, and grade as specified in the original plans and specifications. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.
- C. If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the travelway to maintain these improvements, all costs associated with the utilities associated for the landscape improvements including any impact and/or connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining AGENCY'S responsibility.

The AGENCY shall be directly responsible for impact and connection fees.

- D. The maintenance 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. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

#### 4. NOTICE OF MAINTENANCE DEFICIENCIES

A. If at any time after the AGENCY has undertaken the landscape improvements installation and/or maintenance responsibility for the landscape improvements it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary, may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, to place said AGENCY on notice thereof. Thereafter, the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may, at its option, proceed as follows:

- (1) Maintain the landscape improvements or any part thereof, with the DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred, and/or
- (2) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Section 8 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the landscape improvements installed under this Agreement or any preceding Agreements, except as to trees and palms, and charge the AGENCY the reasonable cost of such removal.

#### 5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the landscape 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 future criteria or planning needs of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar day notice to remove said landscape improvements at the AGENCY's expense after which time the DEPARTMENT may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining AGENCY'S responsibility.

#### 6. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape improvements within the limits of the landscape improvements rights of ways identified as a result of this document, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.

- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

## 7. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional landscape improvements within the limits of the right of way identified in **Exhibit "A"** of this Agreement that the AGENCY shall be responsible for maintaining under this Agreement, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed by an adjacent owner.

## 8. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under anyone (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.
- (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.

## 9. AGREEMENT TERM

- (a) The term of this Agreement commences upon execution by all parties. The term of this Agreement shall remain in effect for twenty-five (25) years.

## 10. 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 landscape 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, subconsultants, 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 than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office. The AGENCY and DEPARTMENT shall be named as additional insured on such policies.
- (2) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage 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) day notice of cancellation and or/or restriction. If any of the insurance coverage 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.

## 11. 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 subcontractors 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.

## 12. SUPERSEDED AGREEMENTS

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 associated Permit).

### 13. FISCAL TERMS

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 will/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.

### 14. DISPUTES

The DEPARTMENT'S District Secretary shall decide 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. Should the AGENCY disagree with the DEPARTMENT'S District Secretary's decision, the AGENCY may pursue any and all legal and equitable remedies available under this Agreement.

### 15. ASSIGNMENT

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

### 16. 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. Venue with respect to judicial proceedings arising out of this Agreement shall be in Broward County, Florida.

## 17. 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  
Attention:  
FDOT District IV Landscape Architect

If to the AGENCY:  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301  
Attention:  
Christopher J. Lagerbloom  
Title: City Manager

## 18. LIST OF EXHIBITS

Exhibit A: Landscape Improvements Maintenance Boundaries  
Exhibit B: Landscape Improvement Plans  
Exhibit C: Maintenance Plan for Landscape Improvements



**IN WITNESS WHEREOF**, the parties hereto have executed this Agreement effective the day and year first above written.

CITY OF FORT LAUDERDALE, through its  
CITY COMMISSIONERS

By: \_\_\_\_\_  
Dean J. Trantalis, Mayor

\_\_\_\_\_ day of \_\_\_\_\_, 2021

\_\_\_\_\_  
Christopher J. Lagerbloom, ICMA-CM  
City Manager

Approved as to form by Office of City Attorney

\_\_\_\_\_  
City Attorney

ATTEST:

\_\_\_\_\_  
Jeffrey A. Modarelli, City Clerk

(SEAL)

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Transportation Development Director

Attest: \_\_\_\_\_ (SEAL)  
Executive Secretary

Legal Review

Date

\_\_\_\_\_  
Office of the General Counsel

**SECTION No.:** 860060000  
**Permit No.:** 2020-L-491-00014  
**COUNTY:** Broward  
**S.R. No.:**

**EXHIBIT A**

**LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES**

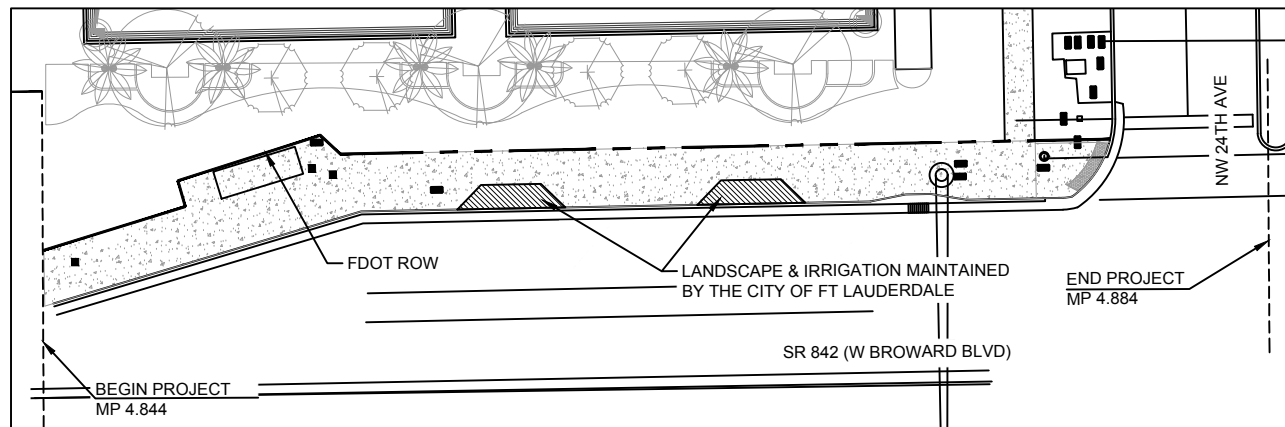
I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:


**SECTION Number: 860060000**

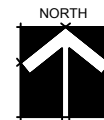
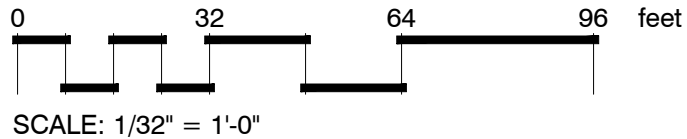
State Road 842 (Broward Boulevard) from M.P.4.844 to M.P. 4.884

II. LANDSCAPE IMPROVEMENTS MAINTENANCE RESPONSIBILITIES MAP:

*Please see attached map*




 LIMITS OF MAINTENANCE PROVIDED BY CITY OF FT LAUDERDALE



**LANDSCAPE IMPROVEMENTS  
 MAINTENANCE BOUNDARY MAP  
 CITY OF FORT LAUDERDALE  
 FDOT LANDSCAPE PERMIT NO: 2020-L-491-00014  
 SR 842 (W. BROWARD BLVD)  
 MP4.844 - MP4.884  
 JANUARY 18,2021**

**SECTION No.:** 860060000  
**Permit No.:** 2020-L-491-00014  
**COUNTY:** Broward  
**S.R. No.:** 842

**EXHIBIT B**

**LANDSCAPE IMPROVEMENT PLANS**

The AGENCY agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Hugh F. Johnson, RLA  
Architectural Alliance Landscape

Date: December 16, 2020

Sheets – L – 1, 2  
I – 1, 2



LOCATION MAP



# RIVERBEND STORAGE

## SCOPE OF WORK

STATE ROAD NO: 842 (W BROWARD BLVD)  
MILE POST: 4.844 TO 4.884

## FDOT SPECIFICATIONS AND DESIGN STANDARDS

Governing Standard Plans: Florida Department of Transportation, 2020 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs)

Governing Standard Specifications: Florida Department of Transportation, 2020 Standard Specifications for Road and Bridge Construction  
ROADWAY DESIGN SPEED FOR SR-842 = 45 MPH

## INDEX OF SHEETS

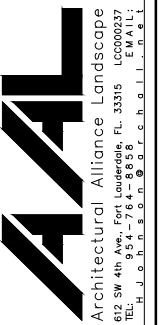
SHEET No.	TITLE
CS-1	COVER SHEET

## LANDSCAPE ARCHITECTURE

LP-1	LANDSCAPE PLAN
LP-2	PLANTING NOTES & DETAILS

## IRRIGATION

IR-1	IRRIGATION PLAN
IR-2	IRRIGATION DETAILS



HUGH JOHNSON  
RLA #655  
Seal

11/09/20  
12/16/20  
Revision Dates

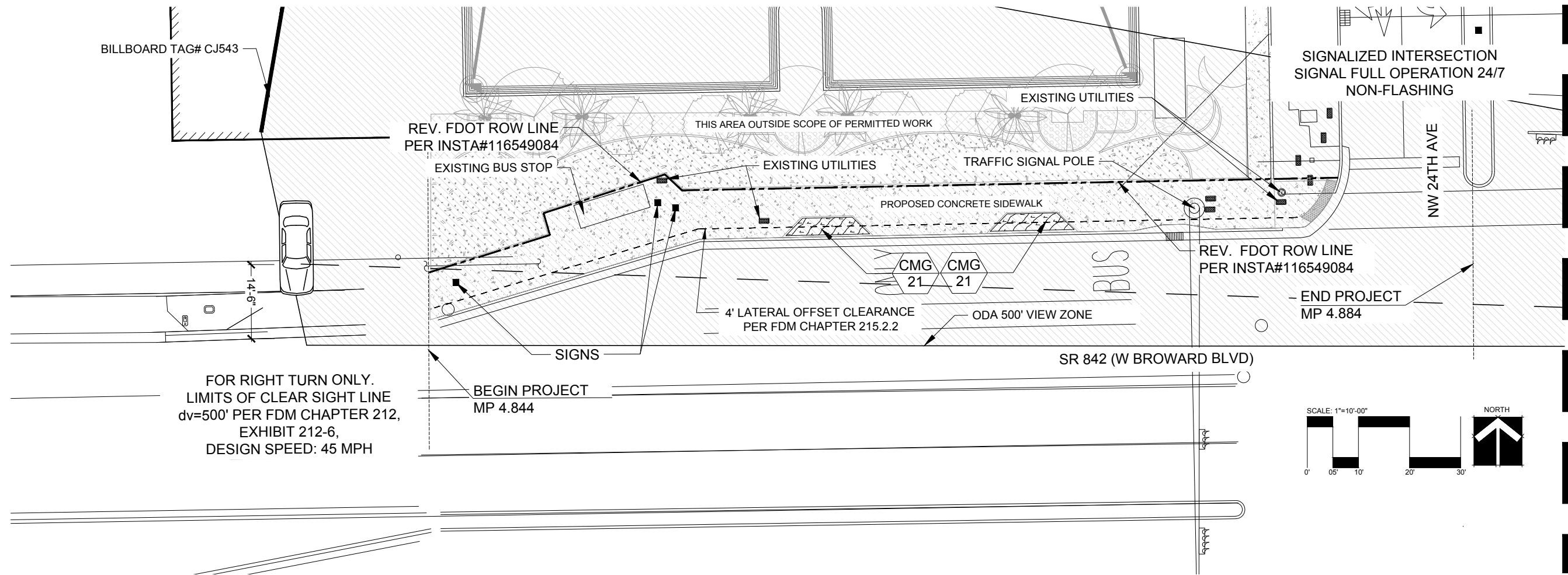
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**RIVERBEND STORAGE**  
W. BROWARD BLVD. & NW 24TH AVE  
FORT LAUDERDALE, FLORIDA

Sheet Description  
COVER SHEET

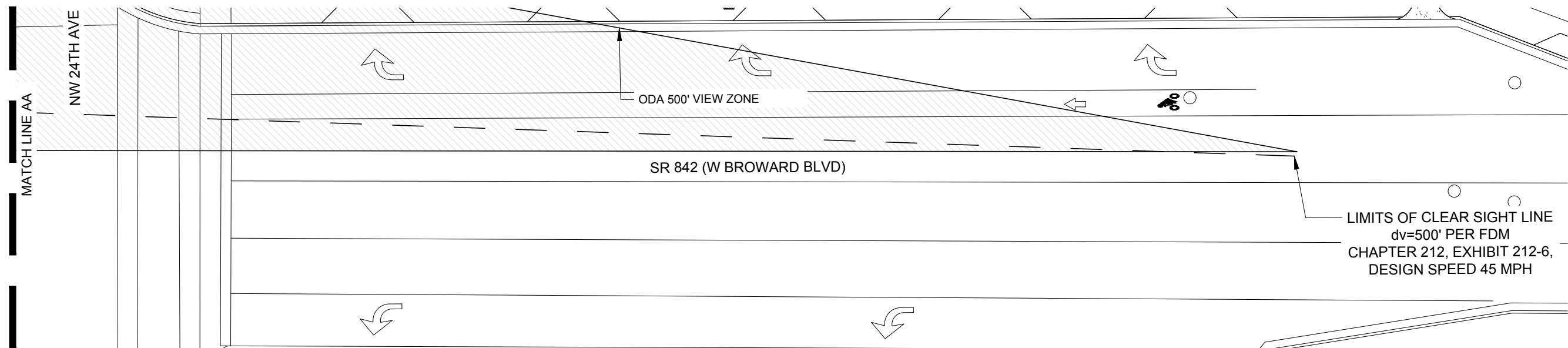
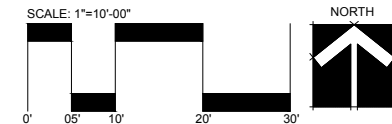
Release Date  
9-08-20

Project Number  
1630B

Drawing Number  
**CS-1**



FOR RIGHT TURN ONLY.  
LIMITS OF CLEAR SIGHT LINE  
dv=500' PER FDM CHAPTER 212,  
EXHIBIT 212-6,  
DESIGN SPEED: 45 MPH



**PLANT SCHEDULE**

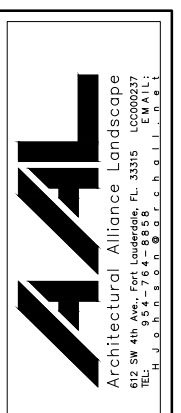
GROUND COVERS	QTY	BOTANICAL NAME	COMMON NAME	CONT	CAL	SIZE	NATIVE	DROUGHT	SPACING
CMG	127 SF	CARISSA MACROCARPA 'EMERALD BLANKET'	EMERALD BLANKET NATAL PLUM	3 GAL.		8" HT. X 10" SPR.	NO	HIGH	18" o.c.

MINIMUM PLANTING VERTICAL CLEARANCE,  
as required by the FDOT Maintenance Rating Program:  
a. Sidewalk = 8.5' Vertical clearance  
b. Roadway = 14.5' Vertical clearance

Existing and relocated trees must meet Minimum Vertical Clearance of 8.5' of Clear Trunk. Should pruning be done in order to meet this requirement, it must be performed by a certified arborist.



FDOT LANDSCAPE PERMIT NO: 2020-L-491-000141 # 21-0615



HUGH JOHNSON  
FLA #855  
Seal

11/09/20  
12/16/20  
Revision Dates

LANDSCAPE PLAN  
**RIVERBEND STORAGE**  
W. BROWARD BLVD. & NW 24TH AVE  
FT LAUDERDALE, FLORIDA

Sheet Description  
LANDSCAPE PLAN  
Release Date  
9-08-20  
Project Number  
1630B  
Drawing Number  
**LP-1**

- GOVERNING STANDARD PLANS: Florida Department of Transportation, 2020 Standard Plans for Road and Bridge Construction and applicable Interim Revisions. (IR's) GOVERNING STANDARD SPECIFICATIONS: Florida Department of Transportation, 2020 Standard Specifications for Road and Bridge Construction.
- Contractor shall repair any and all damage done to FDOT property during demolition, relocation &/or installation activities at his sole expense.
- Any plant material substitution within or impacting the FDOT Right of Way whether requested by the Contractor, Owner, Landscape Architect or other will need to get approval from the FDOT District Landscape Architect.
- Ownership of all suitable excavated materials, as determined by the Department, shall remain in the Department until a final acceptance of the permitted project is fulfilled. Excavated materials shall be hauled by the Permittee, at their cost and expense from the site to the Broward Operations Center or stockpiled in those areas as directed by the Department, including asphalt millings.
- Maintenance of Traffic (MOT) for this project will comply with FDOT Standard Plans Index (102 Series) and the latest edition of the Manual of Uniform Traffic Control Devices (MUTCD). Special attention will be given to FDOT Design Plans Standard Index 102-005, 102-010, 102-045, and 102-075.
- Permittee will restore the Right-Of-Way as a minimum, to its original condition or better in accordance w/ FDOT's latest Standard Specifications for Road and Bridge Construction or as directed by the Resident Operations Engineer.
- Restricted hours of operations will be from 9:00am to 3:30pm, (Monday-Friday), unless otherwise approved by the operations Engineer, or designee.
- Permittee will ensure that all locates have been performed prior to scheduling of any WORKING activities. This shall include soft digs to verify vertical and horizontal alignment.
- Permittee will coordinate all work with Asset Management. Please contact David Moore of Transfield Services at 954-317-8044, moore@transfieldservices.com. Coordination will include a Pre-Construction meeting.

**FDOT PLANTING NOTES**

- For the portion of landscape plant material that will be installed within the FDOT Right of Way landscape installation shall comply with current FDOT Maintenance Specifications 580-2.1. Online Reference: <http://www.fdot.gov/programmanagement/Maintenance/2019Jan/default.shtm>.
- For the portion of landscape plant material that will be installed within the FDOT Right of Way refer to FDOT Standard Plans Index 580-001 Landscape Installation. Online Reference: <http://www.fdot.gov/design/standardplans/current/IDx/580-001.pdf>
- No Category I or II invasive plants shall be planted on FDOT right of way.
- Cypress Mulch is not permitted on FDOT right of way. Mulch permitted to be used are Hardwood Mulch (containing no Cypress products), Recycled Mulch or approved equal, certified by the Mulch and Soil Council (MSC). Submit proof of certification to the FDOT District Operations Permit Landscape Inspector upon inspection.

**NOTES:**

**GENERAL PLANTING REQUIREMENTS**

All sizes shown for plant material on the plans are to be considered Minimum. All plant material must meet or exceed these minimum requirements for both height and spread. Any other requirements for specific shape or effect as noted on the plan(s) will also be required for final acceptance.

All plant material furnished by the landscape contractor shall be Florida #1 or better as established by "Grades and Standards for Florida Nursery Plants" and "Grades and Standards for Florida Nursery Trees". All material shall be installed as per CSI specifications.

All plant material as included herein shall be warranted by the landscape contractor for a minimum period as follows: All trees and palms for 12 months, all shrubs, vines, groundcovers and miscellaneous planting materials for 90 days, and all lawn areas for 60 days after final acceptance by the owner or owner's representative.

All plant material shall be planted in planting soil that is delivered to the site in a clean loose and friable condition. All soil shall have a well drained characteristic. Soil must be free of all rocks, sticks, and objectionable material including weeds and weed seeds as per CSI specifications.

Twelve inches (12") of planting soil 50/50 sand/topsoil mix is required around and beneath the root ball of all trees and palms, and 1 cubic yard per 50 bedding or groundcover plants.

All landscape areas shall be covered with Eucalyptus or sterilized seed free Melaleuca mulch to a minimum depth of three inches (3") of cover when settled. A four-inch clear space must be left for air between plant bases and the mulch. Cypress bark mulch shall not be used.

All plant material shall be thoroughly watered in at the time of planting; no dry planting permitted. All plant materials shall be planted such that the top of the plant ball is flush with the surrounding grade.

All landscape and lawn areas shall be irrigated by a fully automatic sprinkler system adjusted to provide 100% coverage of all landscape areas. All heads shall be adjusted to 100% overlap as per manufacturers specifications and performance standards utilizing a rust free water source. Each system shall be installed with a rain sensor.

It is the sole responsibility of the landscape contractor to insure that all new plantings receive adequate water during the installation and during all plant warranty periods. Deep watering of all new trees and palms and any supplemental watering that may be required to augment natural rainfall and site irrigation is mandatory to insure proper plant development and shall be provided as a part of this contract.

All plant material shall be installed with fertilizer, which shall be State approved as a complete fertilizer containing the required minimum of trace elements in addition to N-P-K, of which 50% of the nitrogen shall be derived from an organic source as per CSI specifications.

Contractors are responsible for coordinating with the owners and appropriate public agencies to assist in locating and verifying all underground utilities prior to excavation.

All ideas, designs and plans indicated or represented by this drawing are owned by and are the exclusive property of Architectural Alliance.

The plan takes precedence over the plant list.

**SPECIAL INSTRUCTIONS**

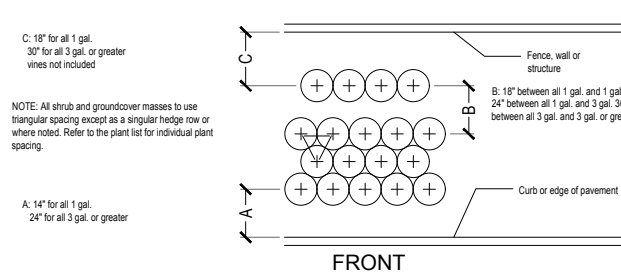
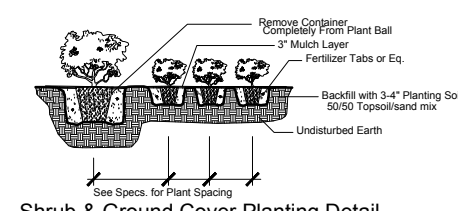
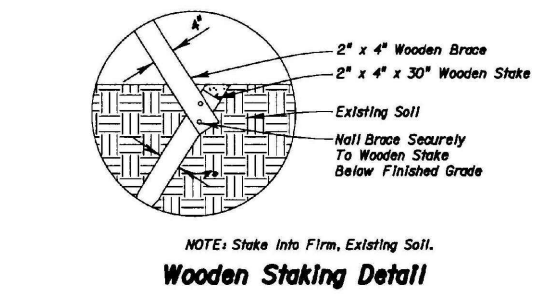
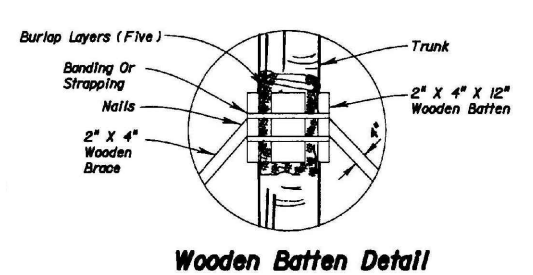
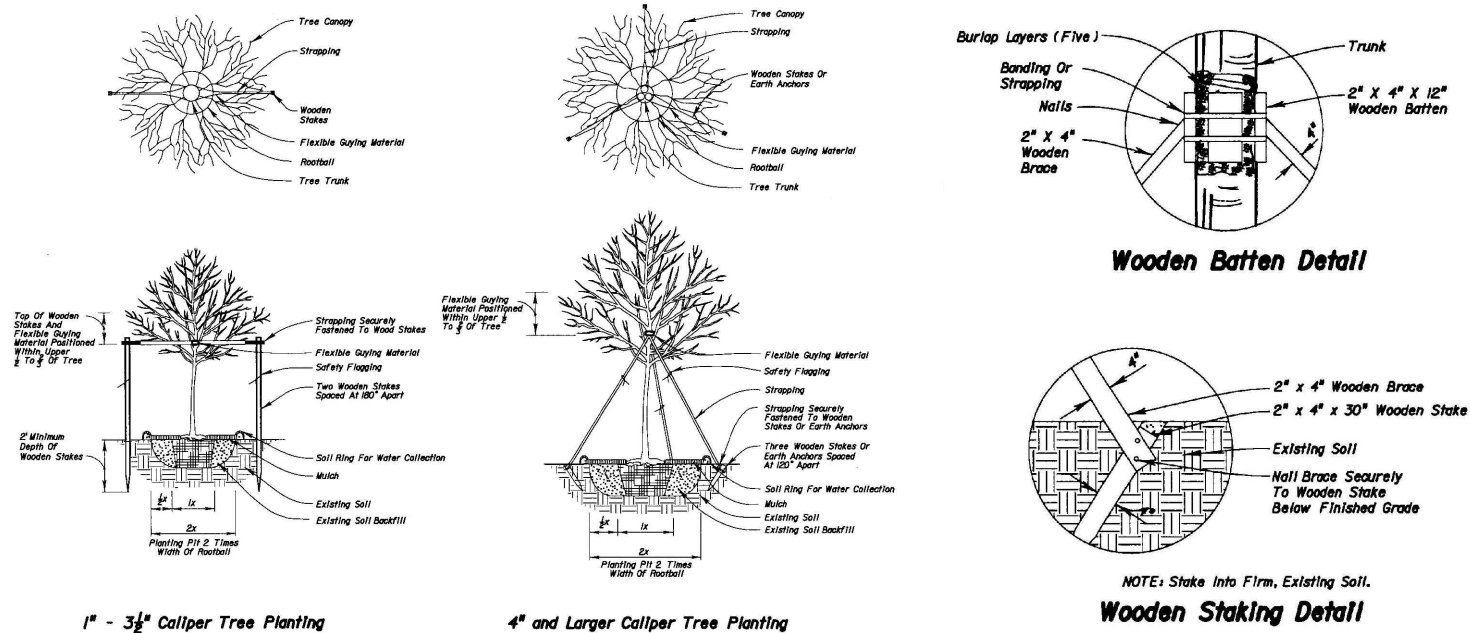
General site and berm grading to +/- 1 inch (1") shall be provided by the general contractor. All finished site grading and final decorative berm shaping shall be provided by the landscape contractor.

All sod areas as indicated on the planting plan shall receive Stenotaphrum secundatum, St. Augustine 'Palmetto' solid sod. It shall be the responsibility of the landscape contractor to include in the bid, the repair of any sod which may be damaged from the landscape installation operations.

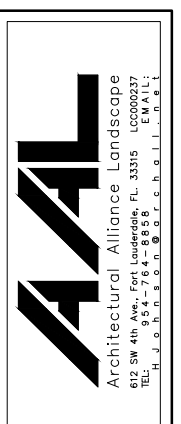
**ADDITIONAL INSTRUCTIONS**

For areas in which existing pavement is being removed and replaced with landscaped areas, Contractor shall preserve a continuous band of undisturbed compacted subbase 18" from the back of curb. Contractor shall insure that all unsuitable soil including concrete, pavement, road base, stones over 3" diameter and all construction debris, is removed from median area to be planted and replaced with specified planting soil, e.g. 60% sand and 40% muck.

Areas to be planted with shrubs and/or groundcovers: removed compacted soil to a depth of 12" and replace with specified planting soil. Planting soil shall come up to 4" from top of curb, reserving space for 3" compacted mulch and 1" clear from top of curb.



Typical Plant Spacing



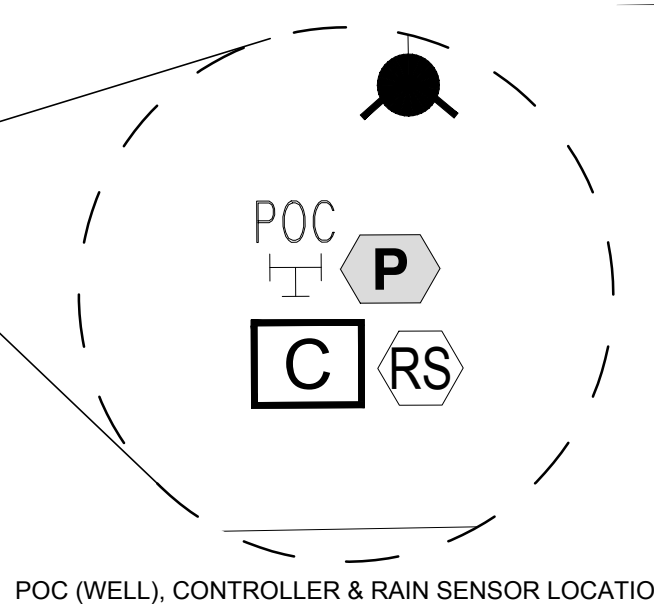
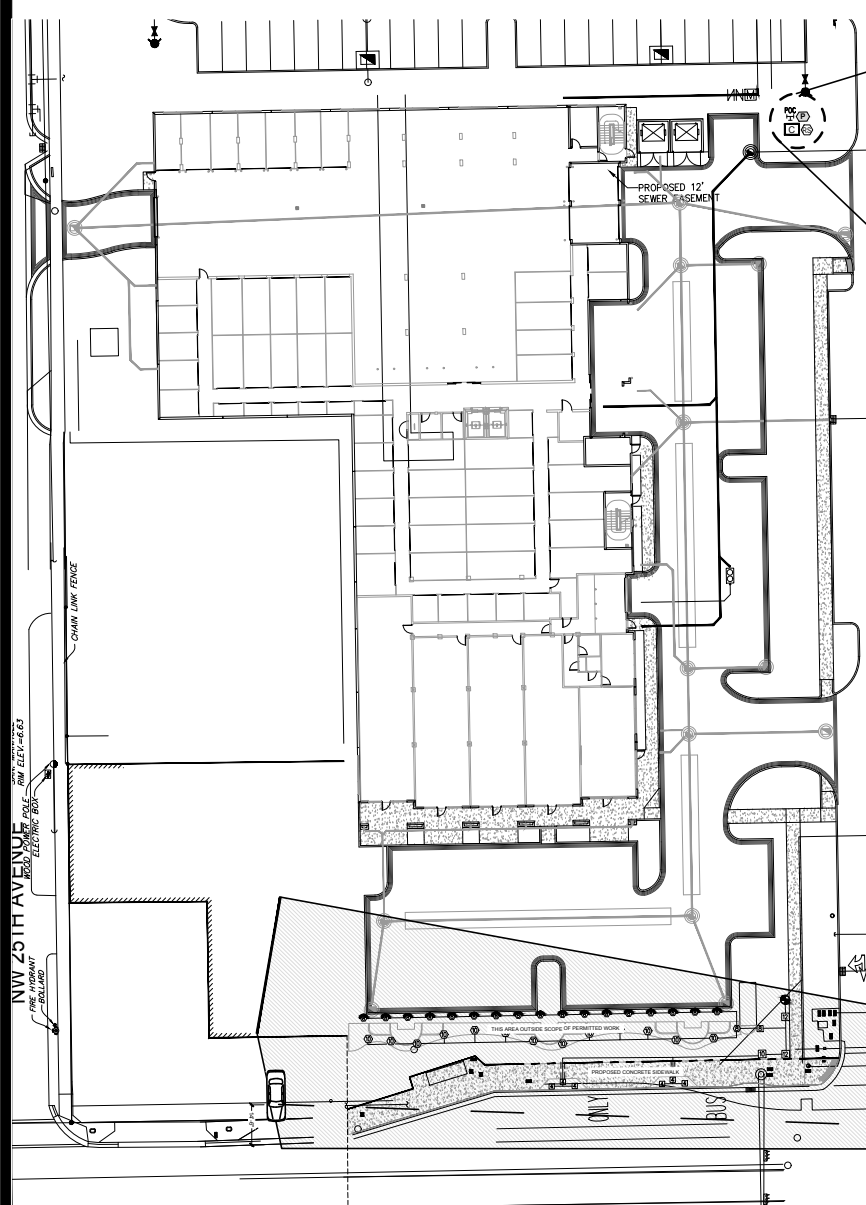
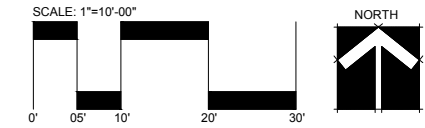
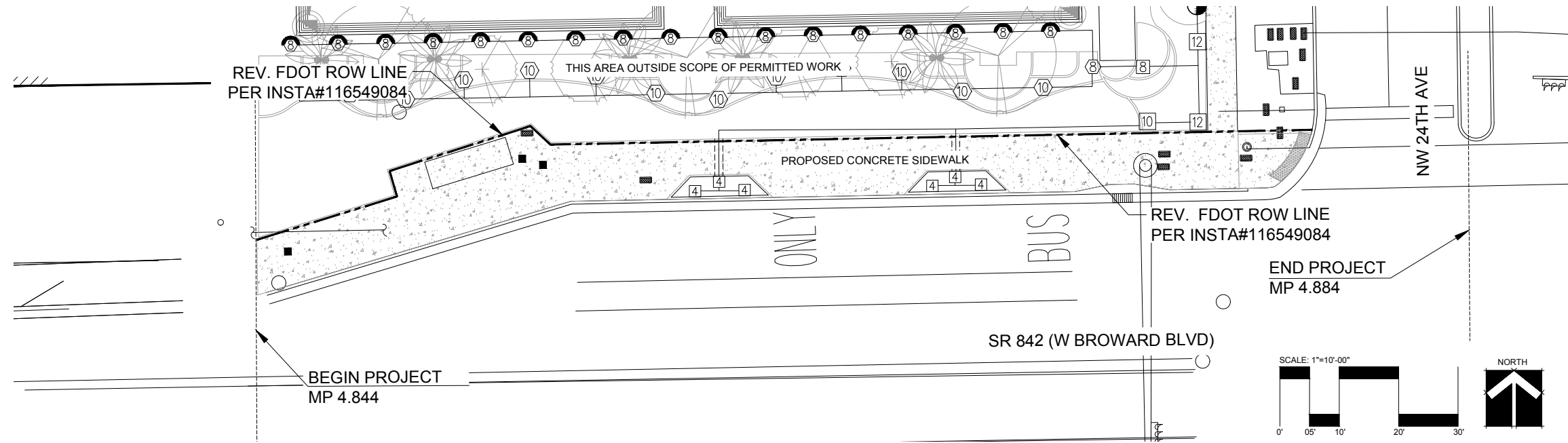
HUGH JOHNSON  
RLA #855

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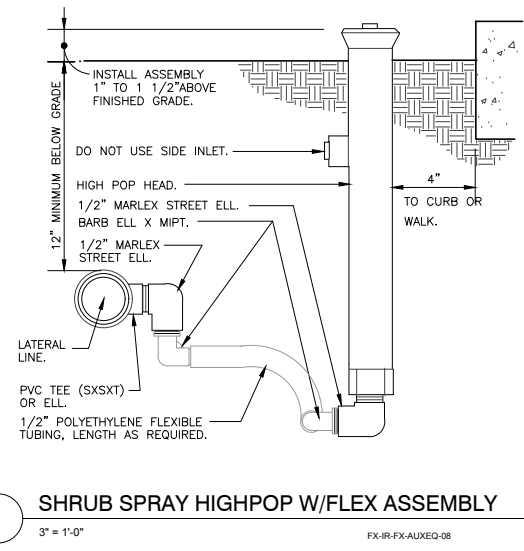
PLANTING NOTES & DETAILS  
**RIVERBEND STORAGE**  
W. BROWARD BLVD. & NW 24TH AVE  
FT LAUDERDALE, FLORIDA

Sheet Description	PLANTING NOTES & DETAILS
Release Date	9-08-20
Project Number	1630B
Drawing Number	<b>LP-2</b>

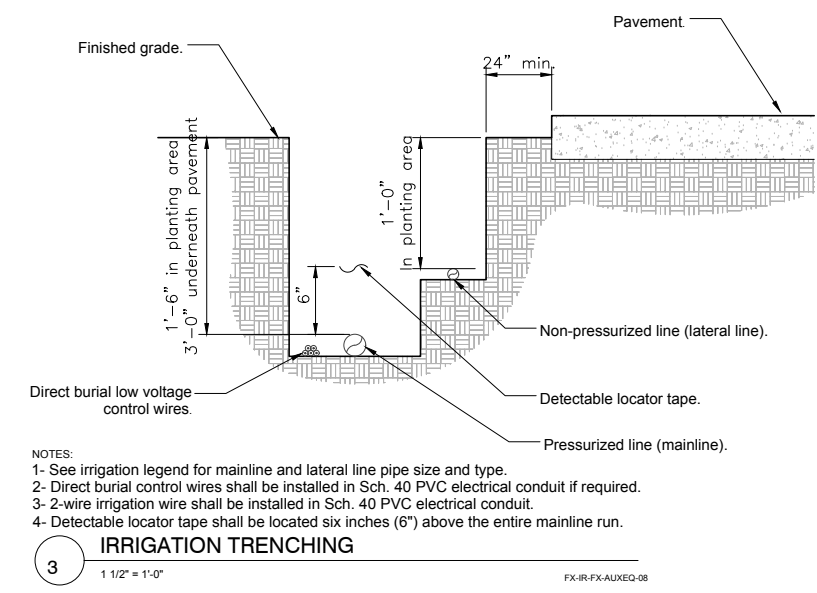




IRRIGATION SCHEDULE			
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	PSI
	RAIN BIRD 1812-PRS ADJ. SHRUB SPRAY 12.0" POP-UP SPRINKLER WITH CO-MOLDED WIPER SEAL. SIDE AND BOTTOM INLET. 1/2" NPT FEMALE THREADED INLET. WITH PRESSURE REGULATING DEVICE.	6	30
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION	QTY	
	IRRIGATION LATERAL LINE: PVC CLASS 200 SDR 21 PVC CLASS 200 IRRIGATION PIPE. ONLY LATERAL TRANSITION PIPE SIZES 1 1/4" AND ABOVE ARE INDICATED ON THE PLAN, WITH ALL OTHERS BEING 1" IN SIZE.	449.4 L.F.	
	PIPE SLEEVE: PVC SCHEDULE 40	12.2 L.F.	



1 SHRUB SPRAY HIGHPOP W/FLEX ASSEMBLY  
3" = 1'-0"



3 IRRIGATION TRENCHING  
1 1/2" = 1'-0"

**AAL**  
Architectural Alliance Landscape  
612 SW 4th Ave., Fort Lauderdale, FL 33315 LCC000237  
H. J. O'NEILL, P.E., L.S., L.C.

HUGH JOHNSON  
RLA #685

11/09/20  
12/16/20

Seal

Revision Dates

IRRIGATION PLAN

**RIVERBEND STORAGE**  
W. BROWARD BLVD. & NW 24TH AVE  
FT LAUDERDALE, FLORIDA

Sheet Description  
IRRIGATION PLAN

Release Date  
9-08-20

Project Number  
1630B

Drawing Number  
**IR-1**

## WIRING

Irrigation control wire shall be thermoplastic solid copper, single conductor, low voltage irrigation controller wire, suitable for direct burial and continuous operation at rated voltages.

Tap and bundle control wire every 10' and run alongside the mainline. At all turns in direction, make a 2' coil of wire. At all valve boxes coil wire around a ¾" piece of PVC pipe to make a coil using 30 linear inches of wire. Make electrical connections with 3MDBY/R connectors.

Number all wires, using an electrical book of numbers, according to the plans. Number wires in all valve boxes, junction boxes and at the controller.

Wire sized, numbered and colored as follows:

- #14 white for common
- #14 spare black common
- #14 individual color coded hot wire
- #14 spare yellow hot wire

## Spare wires

Leaving each controller, run four spare wires in both directions (eight spare wires total). Install as 1 common spare (2 total) and 3 hot wires (6 total). Loop these wires into each RCV along their path and terminate in the last valve box controlled by the wires respective controller. The loop into each valve box shall extend up into the valve box a minimum of 8" and be readily accessible by opening the valve box lid. These wires must all be color coded and numbered as required in the plans.

Controller and pump station Control Panel grounding - Contractor to utilize 4"x8"x5/8" copper grounding plates, 5/8"x10" copper clad grounding rods, 'One Strike' CAD wells at all connection points, #6 insulated copper wire, and earth contact material. Install these and other required components as outlined in the detail. Contractor to verify that the earth to ground resistance does not exceed 10 ohms. Contractor shall provide a written certification, on a licensed electrical contractors letter head, showing the date of the test, controller/pump location, and test results. Each controller/pump shall be so grounded an tested. Each component must have its own separate ground grid, unless they are sitting side by side, in which case up to two controllers can share a common grounding grid.

## LAYOUT

Lay out irrigation system mainlines and lateral lines. Make the necessary adjustments as required to take into account all site obstructions and limitations prior to excavating trenches.

Stake all sprinkler head locations. Adjust location and make the necessary modifications to nozzle types, etc. required to ensure 100% head to head coverage. Refer to the Edge of Pavement Detail on the Irrigation Detail sheet.

Spray heads shall be installed 4" from sidewalks or curbed roadways and 12" from uncurbed roadways and building foundations. Rotors shall be installed 4" from sidewalks or curbed roadways, 12" from building foundations, and 36" from uncurbed roadways.

Shrub heads shall be installed on ¾" Sch 40 PVC risers. The risers shall be set at a minimum of 18" off sidewalks, roadway curbing, building foundations, and/or any other hardscaped areas. Shrub heads shall be installed to a standard height of 2" above maintained height of plants and shall be installed a minimum of 6" within planted masses to be less visible and offer protection. Paint all shrub risers with flat black or forest green paint, unless irrigation system will utilize reuse water; in this case the risers shall be purple PVC and shall not be painted.

Locate valves prior to excavation. Ensure that their location provides for easy access and that there is no interference with physical structures, plants, trees, poles, etc. Valve boxes must be placed a minimum of 12" and a maximum of 15" from the edge of pavement, curbs, etc. and the top of the box must be 2" above finish grade. No valve boxes shall be installed in turf areas without approval by the irrigation designer - only in shrub beds. Never install in sport field areas.

## VALVES

Sequence all valves so that the farthest valve from the POC operates first and the closest to the POC operates last. The closest valve to the POC should be the last valve in the programmed sequence.

Adjust the flow control on each RCV to ensure shut off in 10 seconds after deactivation by the irrigation controller.

Using an electric branding iron, brand the valve ID letter/number on the lid of each valve box. This brand must be 2"-3" tall and easily legible.

## EQUIPMENT

All pop-up heads and shrub risers shall be pressure compensating. All pop-up heads shall be mounted on flex-type swing joints. All rotors shall be installed with PVC triple joints unless otherwise detailed.

All sprinkler equipment, not otherwise detailed or specified on these plans, shall be installed as per manufacturer's recommendations and specifications, and according to local and state laws.

## TRENCHING

Excavate straight and vertical trenches with smooth, flat or sloping bottoms. Trench width and depth should be sufficient to allow for the proper vertical and horizontal separation between piping as shown in the pipe installation detail on the detail sheet.

Protect existing landscaped areas. Remove and replant any damaged plant material upon job completion. The replacement material shall be of the same genus and species, and of the same size as the material it is replacing. The final determination as to what needs to be replaced and the acceptability of the replacement material shall be solely up to the owner or owner's representative.

## INSTALLATION

**Solvent Wld Pipe:** Cut all pipe square and deburr. Clean pipe an fittings of foreign material; then apply a small amount of primer while ensuring that any excess is wiped off immediately. Primer should not puddle or drip from pipe or fittings. Next apply a thin coat of PVC cement; first apply a thin layer to the pipe, next a thin layer inside the fitting, and finally another very thin on the pipe. Insert the pipe into the fitting. Insure that the pipe is inserted to the bottom of the fitting, then urn the pipe a ¼ turn and hold for 10 seconds. make sure that the pipe doesn't recede from the fitting. If the pipe isn't at the bottom of the fitting upon completion, the glue joint is unacceptable and must be discarded. Pipes must curve a minimum of 30 minutes prior to handling and placing into trenches. A longer curing time may be required; refer to the manufacturer's specifications. The pipe must cure a minimum of 24 hous prior to filling with water.

## BACK FILL

The back fill 6" below, 6" above, and around all piping shall be clean sand and anything beyond that in the trench can be of native material but nothing larger than 2" in diameter. All piping and excavations shall be backfilled and compacted to a density of 95% modified Proctor, or greater.

Main line pipe depth measure to the top of pipe shall be:

- 24" minimum for ¾" - 2½" PVC with a 30" minimum at vehicular crossings;
- 30" minimum for 3" & 4" PVC with a 36" minimum at vehicular crossings.

Lateral line depths measure to top of pipe shall be:

- 18" minimum for ¾" - 3" PVC with a 30" minimum at vehicular crossings;
- 24" minimum for 4" PVC and above with a 30" minimum at vehicular crossings.

Contractor shall backfill all piping, both mainline and laterals, prior to performing any pressure tests. The pipe shall be backfilled with the exception of 2" on each side of every joint (bell fittings, 90's, tees, 45's, etc). These joints shall not be backfilled until all piping has satisfactorily passed its appropriate pressure test as outlined below.

## FLUSHING

Prior to the placement of valves, flush all mainlines for a minimum of 10 minutes or until lines are completely clean of debris, whichever is longer.

Prior to the placement of heads, flush all lateral lines for a minimum of 10 minutes or until lines are completely clean of debris, whichever is longer.

Use screens in heads and adjust heads for proper coverage avoiding excess water on walks, walls and paving.

## TESTING

Schedule testing with Owner's Representative a minimum of three (3) days in advance of testing.

Mainline: Remove all remote control valves and cap using a threaded cap on SCH 80 nipple. Hose bibs and gate valves shall not be tested against during a pressure test unless authorized by written permission from the owner. fill mainline with water and pressurize the system to 125 PSI. Monitor the system pressure at two gauge locations; the gauge locations must be at opposite ends of the mainline. With the same respective pressures, monitor the gauges for two hours. There can be no loss in pressure at either gauge for solvent-welded pipe.

If these parameters are exceeded, locate the problem; repair it; wait 24 hours and retry the test. This procedure must be followed until the mainline passes the test.

**Lateral lines:** The lateral lines must be fully filled to operational pressure and visually checked for leaks. Any leaks detected must be repaired.

Operational Testing - Once the mainline and lateral lines have passed their respective tests, and the system is completely operational, a coverage test and demonstration of the system is required. The irrigation contractor must demonstrate to the owner, or his/her representative, that proper coverage is obtained and the system works automatically from the controller. This demonstration requires each zone to be turned on, in the proper sequence as shown on the plans, from the controller. Each zone will be inspected for proper coverage and function. The determination of proper coverage and function is at the sole discretion of the owner or owner's representative.

Upon completion of the operational test, run each zone until water begins to puddle or run off. This will allow you to determine the number of irrigation start times necessary to meet the weekly evapotranspiration requirements of the planting material in each zone. In fine sandy soils, it is possible no puddling will occur. If this is experienced, then theoretical calculations for run times will be required for controller programming.

## SUBMITTALS

**Pre-Construction:** Deliver five (5) copies of submittals to Owner's Representative within ten (10) working days from date of Notice to Proceed. Furnish information in 3-ring binder with table of contents and index sheet. Index sections for different components and label with specification section number and name of component. Furnish submittals for components on material list. Indicated which items are being supplied on catalog cut sheets when multiple items are shown on one sheet. Incomplete submittals will be returned without review. in lieu of hardcopies, an electronic package in PDF format can be submitted.

## After project completion:

As a condition of final acceptance, the irrigation contractor shall provide the owner with:

1. Irrigation As-builts - shall be provided accurately locating all mainlines, sleeves, remote control valves, gate valves, independent wire runs, wire splice boxes, controllers, high voltage supply sources/conduit path, control mechanisms, sensors, wells and water source connections. All mainline and independent runs of wire shall be located every 30' for straight runs and at every change of direction. Sleeves will be located at end points and every 20' of length. All underground items shall include depth in inch format.

2. Controller charts - Upon completion of "as-built" prepare controller charts; one per controller. Indicate on each chart the area controlled by a remote control valve (using a different color for each zone). This chart shall be reduced to a size that will fit inside the controller door. The reduction shall be hermetically sealed inside two 2ml pieces of clear plastic.

3. Grounding Certification - Provide ground certification results for each controller and pump panel grounding grid installed. This must be on a licensed electrician letter head indication location tested (using IR plan symbols), date, time, test method and testing results.

INSPECTIONS AND COORDINATION MEETINGS REQUIRED - Contractor is required to schedule, perform, and attend the following, and demonstrate to the owner and/or owners representative to their satisfaction, as follows:

- 1.Pre-construction meeting - Designer and contractor to review entire install process and schedule with owner/general contractor.
2. Mainline installation inspection(s) - All mainline must be inspected for proper pipe, fittings, depth of coverage, backfill and installation method.
3. Mainline pressure test - All mainline shall be pressure tested according to this design's requirements.
4. Flow meter calibration - All flow meters must be calibrated. Provide certified calibration report for all flow meters.
5. Coverage and operational test
6. Final inspection
7. Punch list inspection

## FINAL ACCEPTANCE

Final acceptance of the irrigation system will be given after the following documents and conditions have been completed and approved. Final payment will not be released until these conditions are satisfied.

- 1.All above inspections are completed, documented, approved by owner.
- 2.Completion and acceptance of 'as-built' drawings.
3. Acceptance of required controller charts and placement inside controllers.
4. All other submittals have been made to the satisfaction of the owner.

**GUARANTEE:** The irrigation system shall be guaranteed for a minimum of one calendar year from the time of final acceptance.

## MINIMUM RECOMMENDED IRRIGATION MAINTENANCE PROCEDURES

1. Every irrigation zone should be checked monthly and written reports generated describing the date(s) each zone was inspected, problems identified, date problems repaired, and a list of materials used in the repair. At minimum, these inspections should include the following tasks:

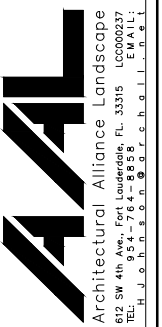
- A. Turn on each zone from the controller to verify automatic operation.
- B. Check schedules to ensure they are appropriate for the season, plant and soil type, and irrigation method. Consult an I.A. certified auditor for methods used in determining proper irrigation scheduling requirements.
- C. Check remote control valve to ensure proper setting, if present.
- D. Check setting on pressure regulator it verify proper setting, if present.
- E. Check flow control and adjust as needed; ensure valve closure within 10-15 seconds after deactivation by controller.
- F. Check for leaks - mainline, lateral lines, valves, heads, etc.
- G. Check all heads as follows:
  1. Proper set height (top of sprinkler is 1" below mow height)
  2. Verify head pop-up height - 6" in turf, 12" in groundcover, and riser in shrub beds
  3. Check wiper seal for leaks - if leaking , clean head and re-inspect.
  4. If still leaking, replace head with the appropriate head with pressure regulator and built-in check valve.
  5. All nozzles checked for proper pattern, clogging, leaks, correct make & model, etc. - replace as needed
  6. Check for proper alignment - perfectly vertical; coverage area is correct;p minimize over spray onto hardscapes
  7. Riser height raised/lowered to accommodate plant growth patterns and ensure proper coverage.
  8. Verify pop-ups retract after operation. If not, repair/replace as needed.
- H. Check controller/C.C.U. grounds for resistance (10 ohms or less) once per year. Submit written reports.
- I. check rain shut-off device monthly and clean/repair/replace as needed.
- J. Inspect all valve boxes to ensure they are in good condition, lids are in place and locked.
- K. Inspect backflow devices by utilizing a properly licensed backflow inspector. This should be done annually, at minimum.
- L. Inspect all filters monthly and clean/repair/replace as needed.
- M. Check pump stations fpr proper operation, pressures, filtration, settings, etc. - refer to pump station operations manual.
- N. Check and clean intake screens on all suction lines quarterly, at minimum. Clean and/or repair, as needed.
- O. Winterize, if applicable, as weather in your area dictates. follow manufacturer recommendations and blow out all lines and equipment using compressed air. Perform seasonal startup of system as per manufacturer recommendations.
- P. Conduct additional inspections, maintenance tasks, etc. that are particular for your site.

SOIL MOISTURE SENSOR (When applicable)

1. Place all soil moisture sensor wiring in 1" SCH 40 PVC conduit
2. Soil moisture sensor should be placed in the middle of a spray or drip area as per manufacturer's recommendations.
3. Controller shall be set to the Florida Automated Weather Network's urban scheduler settings using the SMS as a moisture cut off device (like a rain switch) per manufacturer directions.

## FDOT IRRIGATION NOTES

1. The irrigation system shall use the lowest quality water available which adequately and safely meets the water needs of the system. Storm water, reclaim water, or grey water irrigation shall be used whenever possible.
2. FDOT requires 24-hour emergency access to water source.
3. Contractor shall provide FDOT District Operations Manager with a set of "As- Built" irrigation plans.



HUGH JOHNSON  
RLA#655

Seal

11/09/20  
12/16/20

Revision Dates

IRRIGATION NOTES  
**RIVERBEND STORAGE**  
W. BROWARD BLVD. & NW 24TH AVE  
FT LAUDERDALE, FLORIDA

Sheet Description

IRRIGATION NOTES

Release Date  
9-08-20

Project Number  
1630B

Drawing Number

**IR-2**

FDOT LANDSCAPE PERMIT NO: 2020-L-491-00014

CAM # 21-0615

Exhibit 2

Page 34 of 42

<b>SECTION No.:</b>	<b>860060000</b>
<b>Permit No.:</b>	<b>2020-L-491-00014</b>
<b>COUNTY:</b>	<b>Broward</b>
<b>S.R. No.:</b>	<b>842</b>

## **EXHIBIT C**

### **MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS**

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida, Department of Transportation and the AGENCY.

*Please see attached*

# MAINTENANCE PLAN

## Landscape Improvements

Project State Road No(s): 842 from (M.P. 4.844) to (M.P. 4.884)

Permit or FM No(s): 2020-L-491-00014  
RLA of Record: Hugh Johnson  
Maintaining Agency: City of Ft Lauderdale  
Date: March 1, 2021

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### **I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:**

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: *FDOT Standard Plans*, *FDOT Plans Design Manual* and *FDOT Standard Specifications for Road and Bridge Construction*, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer. The initial portion of the Maintenance Plan describes general maintenance requirements and recommendations. **The concluding section provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.**

### **WATERING REQUIREMENTS**

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

### **IRRIGATION SYSTEM**

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably “rush hour” traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

### **INTEGRATED PLANT MANAGEMENT**

An assessment of each planting area’s soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

### **MULCHING**

Mulch planting beds in such a manner as to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Avoid mulch mounded up on the trunks of trees, palms, and the base of shrubs to encourage air movement in this area which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

### **PRUNING**

All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to specific pruning heights maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards, all palms are to be kept fruit free. The specific pruning heights are determined by understanding the designer's intent when selecting and placing the plants. The intended mature maintained height and spread of plants are noted on the plans (See Exhibit B.) and see Part II., Specific Project Site Maintenance Requirements and Recommendations as guidance. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with Window Detail. Vertical tree heights must meet *FDOT Maintenance Rating Program* (MRP) standards. See Reference pages.

### **STAKING AND GUYING**

All staking materials, except for replacements, are to be removed by the completion of FDOT establishment or after one year (whichever comes first). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Standard Plans* guidelines (See Index 580-001). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

### **TURF MOWING:**

All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

### **LITTER CONTROL:**

The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

## **WEEDING/HERBICIDE**

All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended when using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage resulting from overspray to the plantings, per the approved plans.

## **PLANT REPLACEMENT**

Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a permit is required from FDOT for approval by the FDOT District Landscape Architect.

## **HARDSCAPE (SPECIALTY SURFACING)**

All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the surfacing and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current FDOT Maintenance Rating Program Handbook for a sidewalk; ADA accessible sidewalk; and FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

## **HARDSCAPE (CONCRETE PAVERS)**

All tree grates and concrete pavers (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers*, Part 3.05. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

## **HARDSCAPE (NON-STANDARD) TRAVELWAY SURFACING**

It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or "patches" will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

**HARDSCAPE (LANDSCAPE ACCENT LIGHTING)  
(IF APPLICABLE)**

Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

**MAINTENANCE OF TRAFFIC CONTROL**

Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

**VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA)  
(IF APPLICABLE)**

To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for *Vegetation Management at ODA signs* Florida Statutes and Florida Administrative Code related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

## **II. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS**

*The only plant material within the ROW is Dwarf carissa groundcover, found in the sidewalk planting beds.*

*Groundcover lateral growth shall be maintained to prevent foliage from growing beyond the limits of the planting areas shown on the plan.*

*Maintain the vertical height of Dwarf carissa between 12" and 18", full to ground.*

*Inspect groundcovers on a monthly basis for maintaining full ground coverage.*

*Joints and cracks in concrete, concrete pavers, concrete curbs, expansion joints, catch basins, gutter areas, etc. shall be inspected on a bi-monthly basis to keep those areas free of weeds.*

*Inspect the irrigation system performance on a bi-monthly basis to ensure the system's pressure is providing adequate coverage and clean or replace any irrigation nozzles that are not properly functioning.*

*Evaluate plant material on a bi-monthly basis for pests and diseases. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.*



## REFERENCES

This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up-to-date information.

Accessible Sidewalk (ADA)

<http://www.access-board.gov/guidelines-and-standards/streets-sidewalks>

Americans with Disabilities Act (ADA) (ADAAG)

[http://www.ada.gov/2010ADAstandards\\_index.htm](http://www.ada.gov/2010ADAstandards_index.htm)

American National Standard Institute, *ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)*, available for purchase

<http://webstore.ansi.org>

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Plants 2015*

<http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apiary-Inspection>

Florida Department of Community Affairs (DCA), *Florida Board of Building Codes & Standards, 2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A*

[http://www.floridabuilding.org/fbc/workgroups/Accessibility\\_Code\\_Workgroup/Documentation/CHAPTER\\_11\\_w\\_fla\\_specifics.htm](http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/CHAPTER_11_w_fla_specifics.htm)

Florida Department of Transportation, *Program Management, Maintenance Specifications Workbook Supplemental Specifications, Section 580 Landscape Installation*

<http://www.fdot.gov/programmanagement/Maintenance/2019Jan/default.shtm>

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 580-001 Landscape Installation*

<http://www.fdot.gov/design/standardplans/current/IDx/580-001.pdf>

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 212.11 Clear Sight Triangles*

<http://www.fdot.gov/roadway/FDM/current/2018FDM212Intersections.pdf>

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 215.2.3 Clear Zone Criteria and 215.2.4 Lateral Offset*

*Table 215.2.1 Clear Zone Width Requirements*

*Table 215.2.2 Lateral Offset Criteria (for Trees)*

<http://www.fdot.gov/roadway/FDM/current/2018FDM215RoadsideSafety.pdf>

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index Series 102-600 Traffic Control through Work Zones*

<http://www.fdot.gov/design/standardplans/current/IDX/102-600.pdf>

Department of Transportation, Landscape Architecture Website  
[www.MyFloridaBeautiful.com](http://www.MyFloridaBeautiful.com)

Florida Department of Transportation, *Maintenance Rating Program Handbook*  
<http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtm>

Florida Department of Transportation Outdoor Advertising Database  
<http://www2.dot.state.fl.us/rightofway/>

Florida Exotic Pest Plant Council Invasive Plant Lists  
<http://www.fleppc.org/list/list.htm>

Florida Irrigation Society  
<http://www.fisstate.org>

Florida Power and Light (FPL), *Plant the Right Tree in the Right Place*  
[http://www.fpl.com/residential/trees/right\\_tree\\_right\\_place.shtml](http://www.fpl.com/residential/trees/right_tree_right_place.shtml)