

SECTION: 86010000  
PERMIT: 2023-L-491-00005  
COUNTY: Broward  
STATE RD: 5

**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 **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 5 (US 1 /Federal Highway)** as part of the State Highway System; and

**WHEREAS**, as part of the continual updating of the State 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"**, within the corporate limits of the AGENCY; and

**WHEREAS**, the AGENCY seeks to install by permit and maintain certain landscape improvements within the right of way of **State Road 5 (US 1 /Federal Highway)** as described in **Exhibit "B"**; and

**WHEREAS**, the AGENCY is agreeable to maintaining those landscape improvements within the AGENCY'S limits, including plant materials, irrigation systems and/or hardscape, such as specialty surfacing, site furnishings, or other nonstandard items, if applicable. The AGENCY agrees that such improvements shall be maintained by periodic mowing, fertilizing, weeding, litter pick-up, pruning, necessary replanting, irrigation repair and/or repair/replacement of the specialty surfacing, 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 traveled way and improvements made to the traveled way 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. 24-76, dated April 16, 2024, attached hereto as **Exhibit "D"** and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

**NOW THEREFORE**, for and in consideration of the mutual benefits to flow each to the other, the parties covenant and agree as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. **INSTALLATION OF FACILITIES**

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, fountains, tree grates, decorative free-standing walls, 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 (g) 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 (g) below) and the AGENCY shall be responsible for all associated fees for the installation and maintenance of these utilities.

- (g) The AGENCY shall provide the local FDOT Operation Center (Broward Operations, 5548 NW 9<sup>th</sup> Avenue, Ft. 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.
- (h) 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)*.
- (i) 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 Standard Plans for Road Construction, 102-XXX series, Maintenance of Traffic*.
- (j) The most current edition of *FDOT Design Manual, Section 212.11 and Exhibits 212.4 through 212.7 regarding clear sight triangles at intersections* must be adhered to.
- (k) Clear Zone Lateral Offset and as specified in the *FDOT Design Manual, Chapter 215* must be adhered to.
- (l) Landscape improvements shall not obstruct roadside signs or permitted outdoor advertising signs, (see Florida Administrative Code [F.A.C.] Rule Chapter 14-10.)
- (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 Public Information Officer (see telephone number in paragraph (g) for Operation Center) shall also be notified.
- (n) The AGENCY shall be responsible for ensuring no impacts to utilities will occur 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 traveled way 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 traveled way to the right of way and/or areas within the traveled way containing specialty surfacing. The AGENCY shall be responsible for all maintenance and repairs to FDOT sidewalks directly attributable to tree roots or other AGENCY maintained improvements. 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 traveled way 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 traveled way 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. DEPARTMENT ACCESS TO FACILITIES

The DEPARTMENT will periodically need access to various features within the limits of this Agreement. Upon request of the DEPARTMENT, the AGENCY will have 14 calendar days to provide access to the items noted by the DEPARTMENT. This may require temporary or permanent removal of improvements such as hardscape, landscape or other items conflicting with the items to which the Department needs access.

Should the AGENCY fail to remove or relocate items as requested, the Department may:

- (a) Remove conflicting improvements or any portion thereof.
- (b) Restore the area with any material meeting Department standards.
- (c) Restore the improvements at the request and funding of the AGENCY.

#### 5. NOTICE OF MAINTENANCE DEFICIENCIES

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 in 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:

- (a) Maintain the landscape improvements or any part thereof, with the DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred; and/or
- (b) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 9 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.

#### 6. 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 days' 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 AGENCY'S responsibility.

## 7. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape improvements within the limits of this Agreement, identified in **Exhibit "A"**, 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.

## 8. 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"** 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.

## 9. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under any one (1) of the following conditions:

- (a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.
- (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.

## 10. AGREEMENT TERM

- (a) The term of this Agreement commences upon execution by all parties and shall remain in effect as long as the improvements shall exist, or until this Agreement is terminated by either party in accordance with Paragraph 9.

- (b) If the DEPARTMENT chooses to cancel the landscape improvements described in **Exhibit "B"**, this Agreement becomes void and the original Agreement is reinstated, if any.

## 11. 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 the DEPARTMENT with 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 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.

## 12. 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.

### 13. 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.

### 14. 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.

### 15. DISPUTES

The DEPARTMENT'S District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions, and disputes shall be final and conclusive upon the parties hereto.

### 16. 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.

### 17. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The AGENCY agrees to waive forum and jurisdictional venue. The DEPARTMENT shall determine the forum and venue in which any dispute under this Agreement is decided.

### 18. 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:  
Florida Dept. of Transportation  
3400 West Commercial Blvd.  
Ft. Lauderdale, FL 33309-3421  
Attn: D4 Landscape Manager

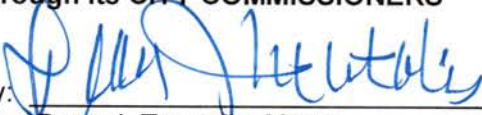
If to the AGENCY:  
City of Fort Lauderdale  
100 N. Andrews Avenue  
Fort Lauderdale, FL 33301  
Attn: City Manager

## 19. LIST OF EXHIBITS

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

In Witness whereof, the parties hereto have executed with this Amendment effective the \_\_\_\_ day \_\_\_\_\_ year written and approved.

CITY OF FORT LAUDERDALE,  
through its CITY COMMISSIONERS

By:   
Dean J. Trantals, Mayor

6 day of May, 2024

  
Greg Chavarria, City Manager

Approved as to form:  
Thomas J. Ansbrosio, City Attorney

  
Kimberly Cunningham Mosley  
Assistant City Attorney

ATTEST:

  
David R. Soloman, City Clerk

(SEAL)



STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_

Transportation Development Director

\_\_\_\_ day of \_\_\_\_\_, 2024

Attest: \_\_\_\_\_  
Executive Secretary

(SEAL)

Legal Review

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

**SECTION: 86010000**  
**PERMIT: 2023-L-491-00005**  
**COUNTY: Broward**  
**STATE RD: 5**

**EXHIBIT A**

**LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES**

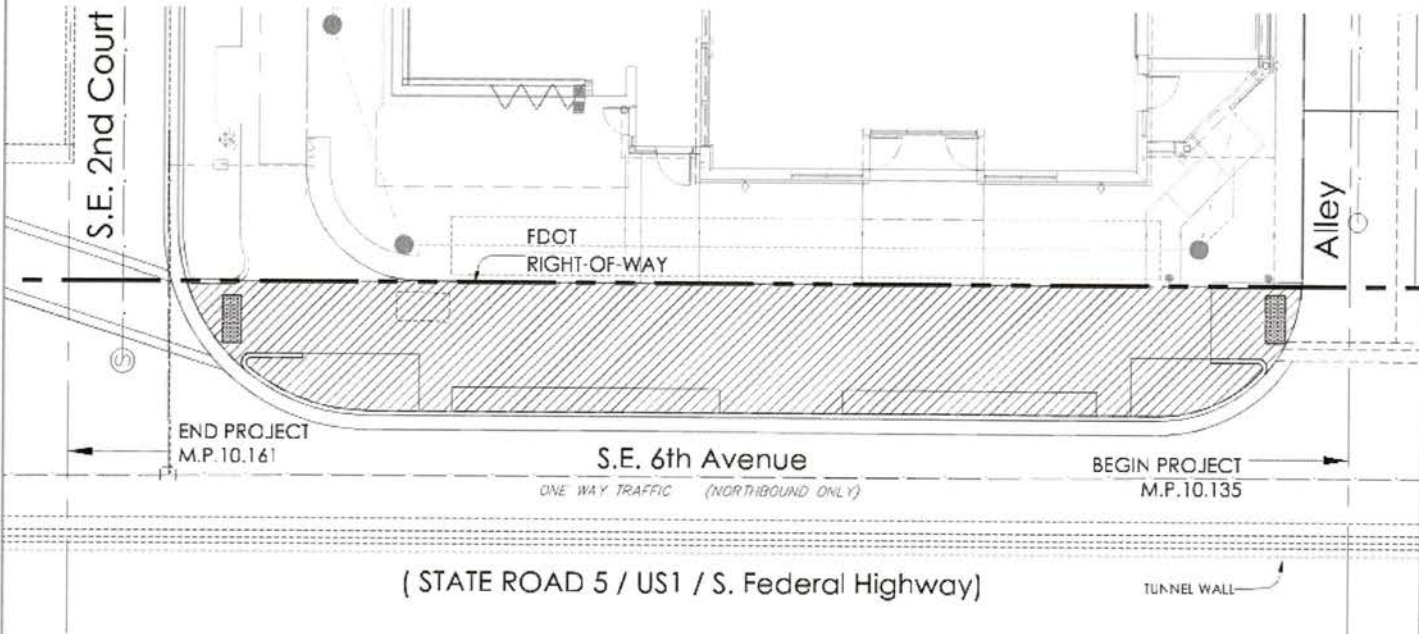
**I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:**


State Road 5 (US Highway 1 /Federal Highway) from M.P. 10.135 to M.P. 10.161

**II. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES:**

See attached map

# LANDSCAPE IMPROVMENTS MAINTENANCE BOUNDARY MAP



 LIMIT OF MAINTENANCE  
CITY OF FORT LAUDERDALE

Design Speed = 30 MPH  
FDOT Permit #2023-L-491-00005

NEW BUILDING FOR:  
**P A R K P L A Z A**  
 800 S.E. 2nd St. #300  
 FORT LAUDERDALE, FLORIDA 33331

05-09-2023  
 10106 L  
 L. M  
 FDOT

**SECTION: 86010000**  
**PERMIT: 2023-L-491-00005**  
**COUNTY: Broward**  
**STATE RD: 5**

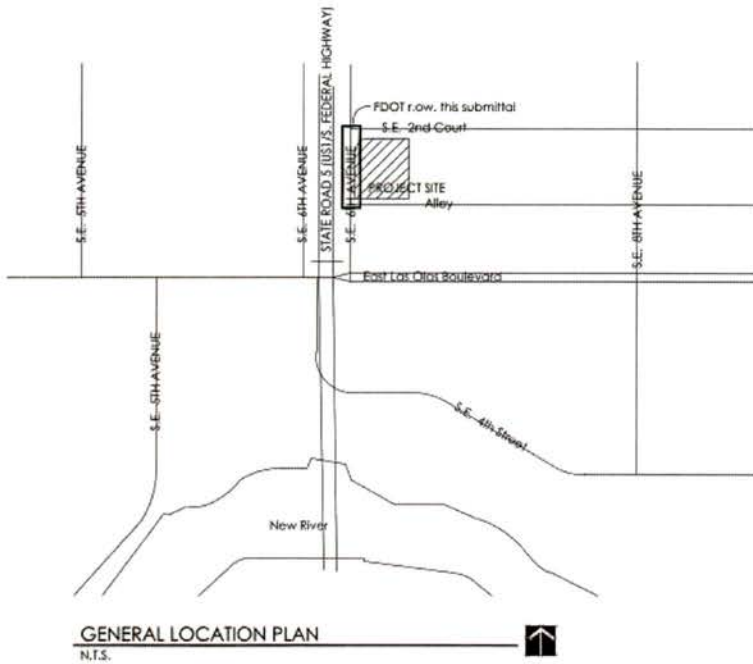
**EXHIBIT B**

**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: William Eager, RLA  
EGS2 Landscape Architecture

Date: January 23, 2024



**FDOT GENERAL NOTES**

- GOVERNING STANDARD PLANS:**  
Florida Department of Transportation, [FY 2023-24] Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IR) are available at the following website:  
<https://www.fdot.gov/design/standardplans>
- GOVERNING STANDARD SPECIFICATIONS:**  
Florida Department of Transportation, [FY 2023-24] Standard Specifications for Road and Bridge Construction at the following website:  
<https://www.fdot.gov/programmanagement/implemented/specbooks>
- Contractor shall repair all damage done to FDOT property during demolition, relocation &/or installation at his sole discretion.
- 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.



**LANDSCAPE SHEET INDEX**

L-0.0 FDOT	landscape cover sheet	
L-1.0 FDOT	hardscape plan	1" = 20'-0"
L-3.0 FDOT	planting plan & specifications	1" = 20'-0"

**IRRIGATION SHEET INDEX**

IR-1.0 FDOT	irrigation legend	
IR-2.0 FDOT	irrigation plan	
IR-3.0 FDOT	irrigation details	1" = 20'-0"
IR-4.0 FDOT	irrigation details	
IR-5.0 FDOT	irrigation details	
IR-6.0 FDOT	irrigation details	
IR-7.0 FDOT	irrigation details	
IR-8.0 FDOT	irrigation details	
IR-9.0 FDOT	irrigation details	
IR-10.0 FDOT	irrigation details	
IR-11.0 FDOT	irrigation notes	
IR-12.0 FDOT	irrigation notes	
IR-13.0 FDOT	irrigation notes	



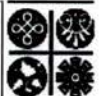
**ARCHITECTURAL ALLIANCE**  
ARCHITECTS  
1100 N. W. 10th St., Suite 100  
Fort Lauderdale, FL 33304  
(954) 561-1100  
www.aarchitects.com

**William A Eager**  
Landscape Architect  
1100 N. W. 10th St., Suite 100  
Fort Lauderdale, FL 33304  
(954) 561-1100  
www.williamaeager.com

NEW BUILDING FOR:  
**PARK PLAZA**  
 600 SE 2nd COURT  
 FORT LAUDERDALE, FLORIDA 33301

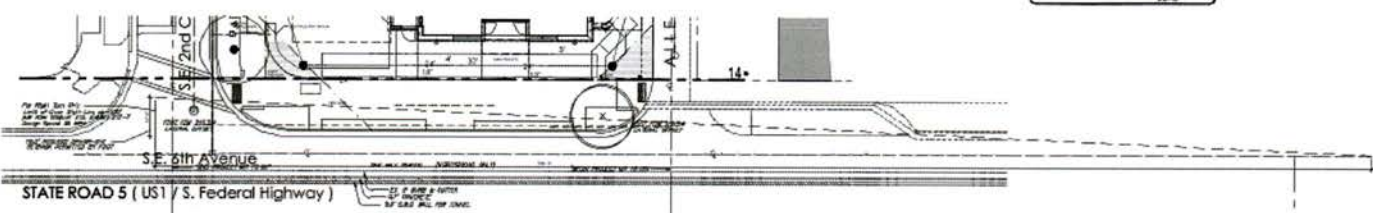
DATE: 01-09-2023  
 PROJECT: PARK PLAZA  
 SHEET: 10106 L

**L-0.0 FDOT**

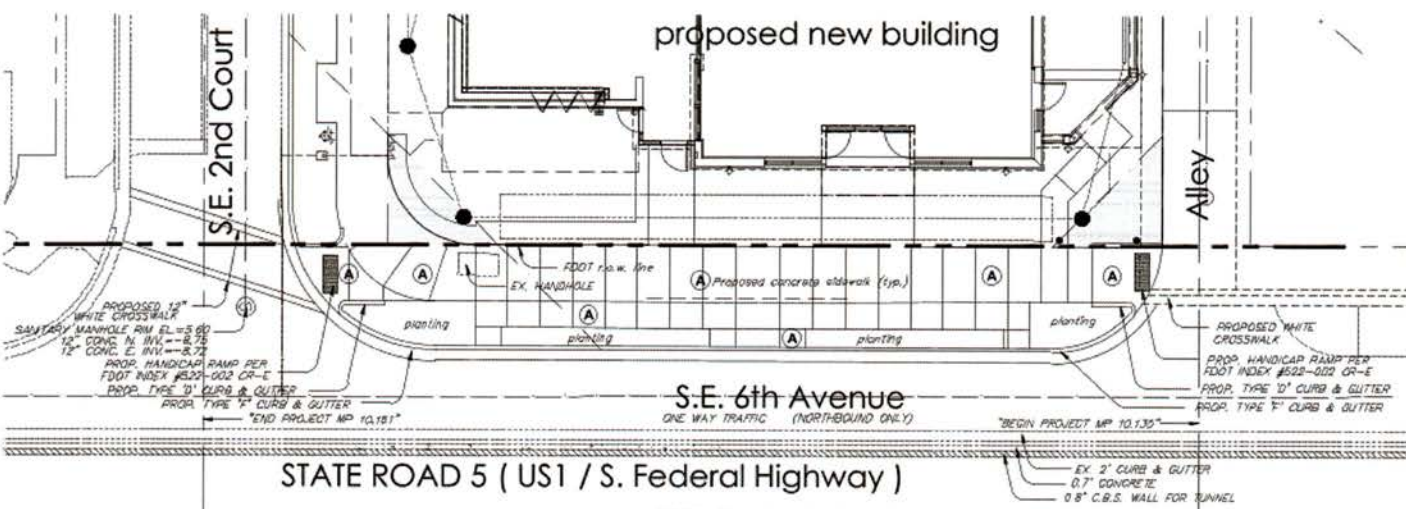


William A Eager

Professional Engineer  
No. 12345  
State of Florida  
Professional Seal  
No. 12345  
State of Florida



SIGHT TRIANGLE COMPLETE PLAN  
SCALE: 1" = 40'-0"



STATE ROAD 5 ( US1 / S. Federal Highway )

NOTE: Sheet L-2.0 has been deleted from the set. Information contained on that sheet referenced existing trees on-site. There are no existing trees within the FDOT right of way.

HARDSCAPE PLAN  
SCALE: 1" = 20'-0"

NEW BUILDING FOR:  
P A R K P L A Z A  
6 0 0 S E 2 n d C O U R T  
F O R T L A U D E R D A L E , F L O R I D A 3 3 3 0 1

DATE: 01-09-2023  
PROJECT: 10106 L  
DRAWING: SHEET

L-1.0  
FDOT

**PLANT LIST - FDOT R.O.W.**

- Landscape Contractor shall be familiar w/ all work required by these drawings.
- All plant material furnished by the Landscape Contractor unless otherwise specified in Grades and Standards for Nursery Plants, current edition, by the Florida Department of Agriculture and Consumer Services Division of the Plant Industry, shall be Florida Grade #1 or better.
- All shrubs and groundcovers shall be guaranteed for 1 year from date of final acceptance. All trees and palms shall be guaranteed for 1 year from date of final acceptance. Soil shall be guaranteed for 90 days from final acceptance.
- Planting soil shall be weed free and consist of 60% clean silica sand, 30% overmature mulch and 10% Canadian peat. All plants, including those on the ground level, shall be installed with planting soil as indicated on details.
- Landscape Contractor shall take all steps required to make all planting beds weed and grass free prior to planting.
- Landscape Contractor shall locate and verify all underground utilities prior to digging.
- All trees shall be staked and/or guyed in a good workmanlike manner as per attached details. No nail staking permitted.
- All trees shall be fertilized at installation w/ "Agriform Plus", 21 gram size, w/ a 20-10-5 formulation, (or approved equal) according to manufacturers recommendations.
- All other plants shall be fertilized at installation w/ "Osmocote" time release pellets (or approved equal) according to manufacturers recommendations.
- Where quantities and/or species differ between the planting plans and plant lists, the plans shall take precedence.
- Landscape Contractor is responsible for doing a take-off of the attached plans. Plant list provided is for guidance only. Landscape Contractor, in submitting a proposal based on these plans, is responsible for all materials as noted on plans.
- Discrepancies shall be brought to the attention of the Landscape Architect.
- No changes shall be made without the prior consent of the Landscape Architect & FDOT Landscape Architect.
- All planting beds shall be treated w/ a pre-emergent herbicide as approved by the Landscape Architect.
- Landscape Contractor is responsible for coordinating with the General Contractor or Owner any and all conditions which may affect the scope of work.
- Landscape contractor shall include in bid of materials and labor as required to complete the job as indicated on the plans and as directed by the General Contractor. Bid shall include but not be limited to, plant materials, planting soil and placement, labor charge, drainage mat, protection board, mulch, staking and other equip., etc may be required.
- All plant material shall meet or exceed specifications listed.
- All planted beds shall receive 100% coverage by fully automatic irrigation system as per plans.
- Landscape Contractor shall be responsible for providing temporary watering provisions until such time as the irrigation system is operational.
- R.O.W. WORK & PLANT MATERIAL TO MEET ALL CRITERIA & SPECIFICATIONS FOR FDOT WORK AND

**PLANTING DETAILS**



**PLANT LIST - FDOT R.O.W.**

2	qv	Quercus virginiana - Live Oak (N)
		20-22' ht. x 10-12" spr. full head 14.5' c.t. 6-8" dbh
36	ara	Arachis glabrata - Perennial Peanut
		1-2' ht. x 16-12" spr. full 12" o.c.
59	asp	Asparagus 'Myers' - Myers Asparagus
		14-16" ht. x spr. full 16" o.c.
32	lr	Liriodendron 'Evergreen Giant' - Giant Liriodendron
		10-12" ht. x spr. full clump 12" o.c.
20	ner	Neoregelia 'Pineal' - Same
		10-12" ht. x spr. full clump 12" o.c.
41	tra	Trachelospermum asiaticum - Dwarf Confederate Jasmine
		1-2' ht. x 10-12" spr. full 12" o.c.

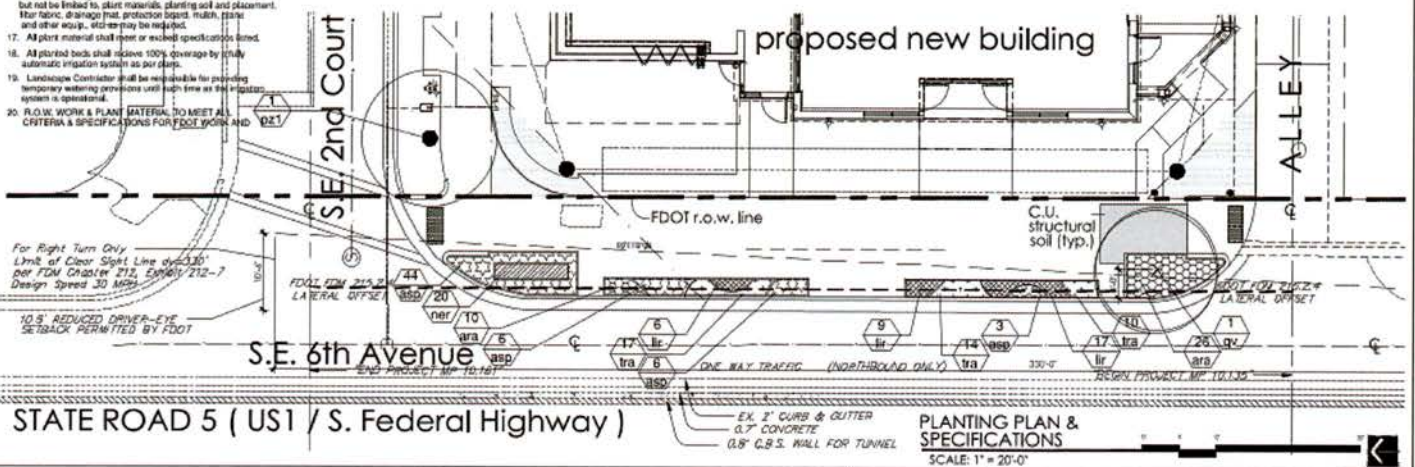
**PLANT LIST - OVERHANGS FDOT R.O.W.**

1	pzt	Phoenix 'Zahedi' - Zahedi Date Palm
		16' c.t. matched



**FDOT PLANTING NOTES**

- For the portion of landscape material that will be installed within the FDOT Right of Way, landscape installation shall comply with current applicable FDOT maintenance Specification 580. Online reference: [https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/maintenance/jan22/ssm580000wd-122.pdf?sfvrsn=414b7013\\_2](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/maintenance/jan22/ssm580000wd-122.pdf?sfvrsn=414b7013_2)
- 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://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2023/idx/580-001.pdf?>
- 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.



**William A Eager**

**NEW BUILDING FOR: PARK PLAZA**

600 S.E. 2<sup>ND</sup> COURT  
FORT LAUDERDALE, FLORIDA 33301

DATE: 03-09-2023  
PROJECT: 30106 L  
SHEET: L-3.0 FDOT



# IRRIGATION LEGEND

QTY	SYM	DESCRIPTION	DET.
	M	LINE SIZE BY 2" TAP, MAXIMUM 10' OF 2" POLYETHYLENE SERVICE LINE AND A PROPOSED 1" POTABLE WATER METER (ALL BY OTHERS)	
1		1" FEBCO 765 PRESSURE VACUUM BREAKER BACKFLOW ASSEMBLY	A
		CLASS 200 PVC LATERAL LINE W/ SCH 40 SOLVENT WELD PVC FITTINGS (SIZE PER PLAN, MINIMUM PIPE SIZE SHALL BE 3/4", NO 1/2" PIPES PERMITTED)	L
		1-1/2" SCHEDULE 40 SOLVENT-WELD PVC MAINLINE W/SCH 40 SOLVENT-WELD PVC FITTINGS	L
		SCH 40 GRAY PVC ELECTRICAL CONDUIT, WITH SCH 40 PVC FITTINGS (SIZE PER PLAN)	L
		NETAFIM TLHCVXR7-CS-12, PRESSURE COMPENSATING LANDSCAPE DRIPLINE WITH COPPER STRIPE, CHECK VALVE, ANTI-SIPHON FEATURE AND 0.77 GPH EMITTERS AT 12" O.C. SPACING. DRIPLINE LATERALS SPACED AT 12" APART, WITH EMITTERS OFFSET FOR TRIANGULAR GRID EMITTER PATTERN. DRIP ZONES INSTALLED WITH DRIP OPERATION INDICATORS. REFER TO PLAN DETAILS	M,N
		CLASS 200 PVC HEADER W/SCH 40 SOLVENT-WELD PVC FITTINGS (SIZE PER PLAN)	M,N
		CLASS 200 PVC SLEEVES W/SCH 40 SOLVENT-WELD PVC FITTINGS (SIZE PER PLAN)  NOTE: EVERY MAINLINE SLEEVE/SLEEVE LOCATION SHALL BE ACCOMPANIED BY AN ADDITIONAL 2" SLEEVE FOR IRRIGATION CONTROL WIRES	O
<p>QUANTITIES GIVEN ARE FOR CONTRACTOR CONVENIENCE ONLY. THE ACCURACY IS NOT GUARANTEED. ALL QUANTITIES SHALL BE VERIFIED.</p>			

IRRIGATION LEGEND

**Hazen Consulting LLC**  
Water Management Consultants  
200 S. Holladay, Suite F  
Tampa, FL 33610  
Telephone (813) 288-1033  
Fax (813) 288-1034

**ARCHITECTURAL ALLIANCE**  
A Eager

NEW BUILDING FOR:  
**PARK PLAZA**  
 600 SE 2<sup>ND</sup> COURT  
 FORT LAUDERDALE, FLORIDA 33301

**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.



**Masuen Consulting LLC**  
**Water Management Consultants**

301 S. Washington, Suite F  
 Newport, WA 99156  
 Telephone (866) 928-1033  
 Fax (408) 928-1034

PROBABLY ENGINEERED  
 AND PRODUCED BY  
 THIS FIRM

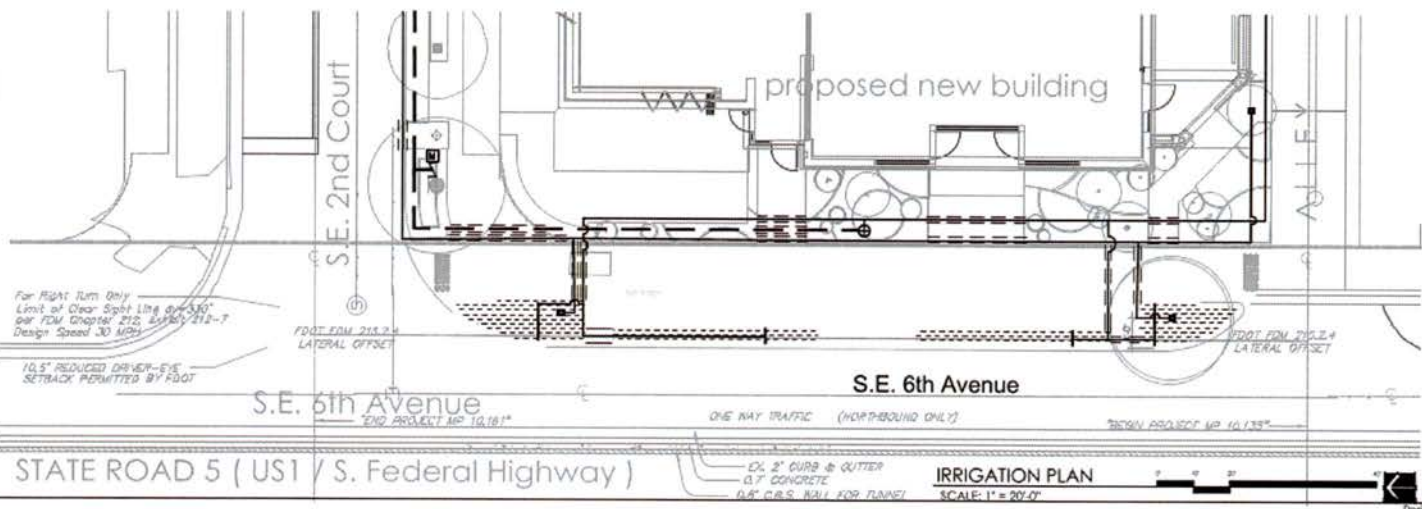


**William A Eager**

PROJECT NO. 24-0352  
 DATE 01-09-2023  
 SHEET NO. 10306 L

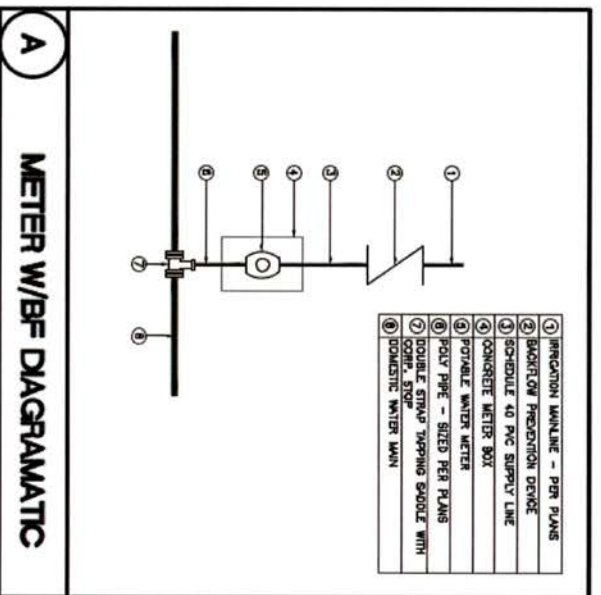
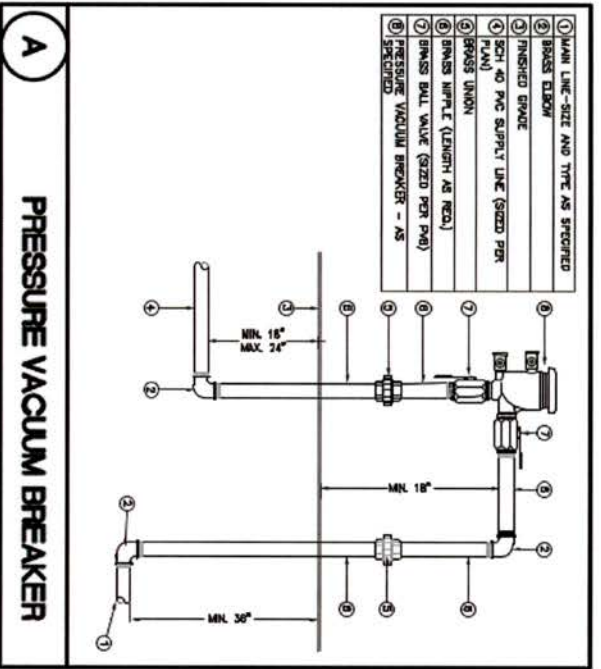
NEW BUILDING FOR:  
**PARK PLAZA**  
 600 S.E. 2<sup>nd</sup> CO. URT  
 FORT LAUDERDALE, FLORIDA 33301

DATE: 01-09-2023  
 SHEET NO: 10306 L  
 PROJECT: IR-2.0 FDOT



**IRRIGATION PLAN**  
 SCALE: 1" = 20'-0"

**Florida Department of Transportation**  
**Florida Turnpike Authority**  
**Kona Quality LLC**  
**ASHLEY TRUCK**  
**Eager**



IRRIGATION DETAILS

IR-3.0  
 FDOT  
 01-09-2021  
 101206.1  
 LINDSEY GOOD - JR  
 FDOT PROJECT #2021-01-100025  
 CAM # 24-0352  
 Exhibit 1  
 Page 19 of 37

NEW BUILDING FOR:  
**P A R K P L A Z A**  
 600 SE 2ND COURT  
 FORT LAUDERDALE, FLORIDA 33301



**Bioscience Service Systems**  
 201 S. Holladay Blvd #7  
 Fort Lauderdale, FL 33301  
 Phone: 954-561-1111  
 Fax: 954-561-1112



**ARCHITECTURAL ALLIANCE**  
 1000 N. W. 10th St.  
 Fort Lauderdale, FL 33301

**William A Eager**

PROJECT NO. 24-0352  
 SHEET NO. IR-4.0

NEW BUILDING FOR:  
**PARK PLAZA**  
 600 SE 2<sup>ND</sup> AVENUE, FORT LAUDERDALE, FLORIDA 33301

DATE: 01-09-2023  
 DRAWING NO: 10106 I

IR-4.0  
 FDOT

**NOTE:**  
 REFER TO PRODUCT LITERATURE FOR ADDITIONAL INSTALLATION AND ADJUSTMENT INFORMATION.

ALL SCH 80 NIPPLES ARE TO BE CONTINUOUS AND THREADED ON BOTH SIDES

THE INTENT OF THE FABRIC IS TO KEEP THE VALVE BOX FREE OF DIRT/DEBRIS. FILTER FABRIC SHOULD SPAN BASE OF VALVE BOX AND BE SECURED A MINIMUM OF 6" UP FROM BASE VIA DUCT TAPE AROUND SIDES OF VALVE BOX. FABRIC SHOULD CONTAIN NO HOLES EXCEPT FOR WIRE/PIPES AS APPLICABLE.

1	30-INCH LINEAR LENGTH OF WIRE, COILED.
2	3M DRP/Y-B CONNECTORS PER MANUFACTURER SPEC
3	NIBCO T-113 BRONZE GATE VALVE
4	REMOTE CONTROL VALVE: RAINBIRD PEB OR PEB-PRS-D (AS DENOTED IN LEGEND)
5	CARSON 1220 JUMBO VALVE BOX W/ BOLT DOWN LID
6	FINISH GRADE/TOP OF MULCH
7	SCH 80 PVC UNION
8	PVC SCH 80 ELL
9	CHRISTY I.D. TAG (STATION/CONTROLLER)
10	COMMON BRICK (1 OF 4)
11	IRRIGATION MAINLINE - SIZE AND TYPE AS SPECIFIED
12	SERVICE ICE - SIZE, TYPE AND MAKE PER MAINLINE SPEC.
13	PVC SCH 80 CLOSE NIPPLE
14	SOLVENT WELDED PVC LATERAL PIPE
15	1 1/2-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
16	PVC SCH 80 NIPPLE (SIZE AS REQUIRED)
17	SBS LANDSCAPE FABRIC TO BE DUCT TAPED TO VALVE BOX EXTERIOR.
18	PVC SCH 80 THREADED X SLIP FEMALE ADAPTER
19	

**B1 RAIN BIRD RCV W/GATE VALVE**

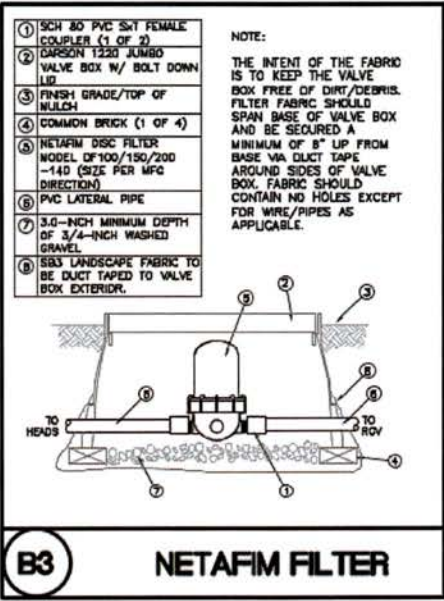
1 PRESSURE REGULATOR (PER LEGEND)

**NOTE:**  
 DETAIL 'B2' INTENDED TO SHOW ONLY THE ADDITION OF PRESSURE REGULATOR (TO BE INCLUDED FOR ALL DRIP IRRIGATION ZONES, TYP)

REFER TO DETAIL 'B1' FOR FULL RCV INSTALLATION SPECIFICATIONS

**B2 PRESSURE REGULATOR (DRIP ZONES)**

IRRIGATION DETAILS



**B3**      **NETAFIM FILTER**

IRRIGATION DETAILS



**ES&P**  
www.esandp.com



**ARCHITECTURAL ALLIANCE**  
ARCHITECTS

**Manan Consulting LLC**  
Water Management Consultants  
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Naples, FL 34109  
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Fax (813) 635-4334  
www.mananconsulting.com

**Willia mA Eager**  
ARCHITECTS  
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FORT LAUDERDALE, FL 33301  
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WWW.WILLIAMAEAGER.COM



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FORT LAUDERDALE, FLORIDA 33301

DATE: 01-09-2023  
PROJECT NUMBER: 10106 L  
DRAWING NUMBER: IR-5.0  
DOT: FDOT



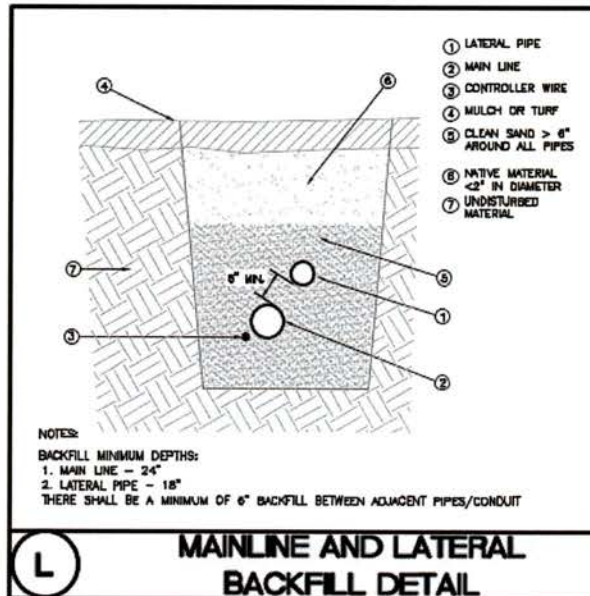
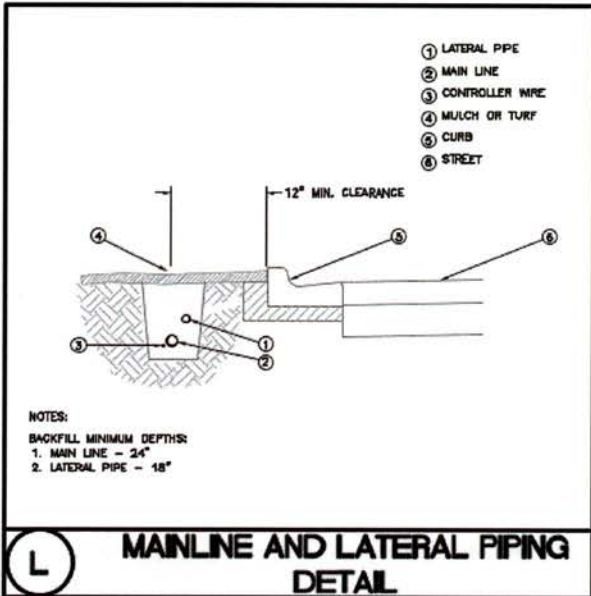
**ESS2**  
 WATER CONSTRUCTION  
 1001 W. 12th Street, Suite 100, Fort Lauderdale, FL 33304  
 Phone: (954) 571-1111  
 Fax: (954) 571-1111



**ARCHITECTURAL ALLIANCE**  
 1001 W. 12th Street, Suite 100, Fort Lauderdale, FL 33304  
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**Wagner Consulting LLC**  
 Water Equipment Controls  
 201 N. W. 12th Street, Suite 7  
 Fort Lauderdale, FL 33304  
 Phone: (954) 571-1111  
 Fax: (954) 571-1111

**William A Eager**



**IRRIGATION DETAILS**

NEW BUILDING FOR:  
**P A R K P L A Z A**  
 600 SE 2nd COURT  
 FORT LAUDERDALE, FLORIDA 33301

03-08-2023  
 101061

IR-6.0  
 FDOT



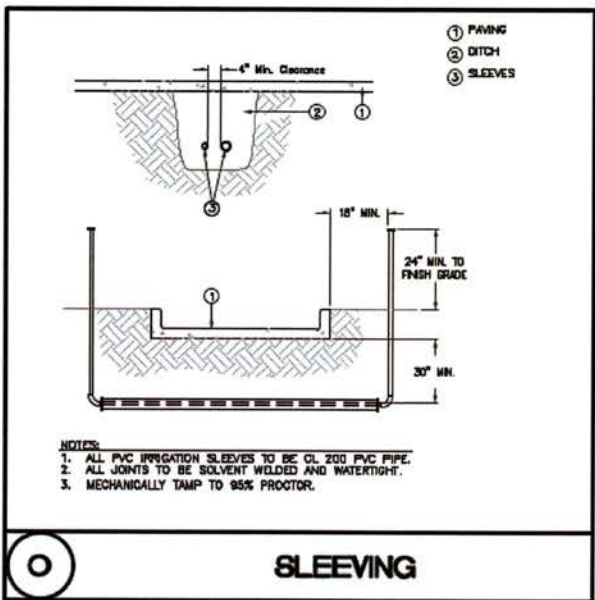
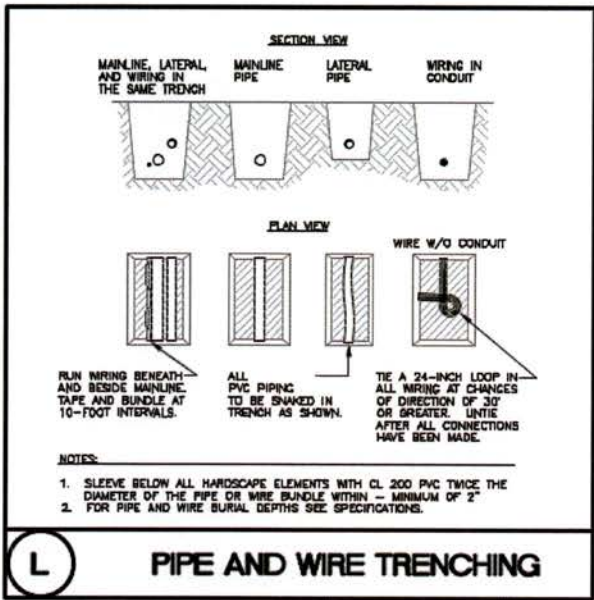
**Essex Consulting LLC**  
 Title: **Essex Consulting LLC**  
 201 S. Harrison, Suite F  
 Homestead, FL 33154  
 Telephone: (305) 885-1233  
 Fax: (305) 885-1234



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 MIAMI, FL 33156

**William A Eager**

PROFESSIONAL ENGINEER  
 LICENSE NO. 12454  
 STATE OF FLORIDA



IRRIGATION DETAILS

NEW BUILDING FOR:  
**PARK PLAZA**  
 6,000 S.E. 2<sup>ND</sup> CO. URT  
 FORT LAUDERDALE, FLORIDA 33301

01-09-2023  
 10106 L

IR-7.0  
 FDOT

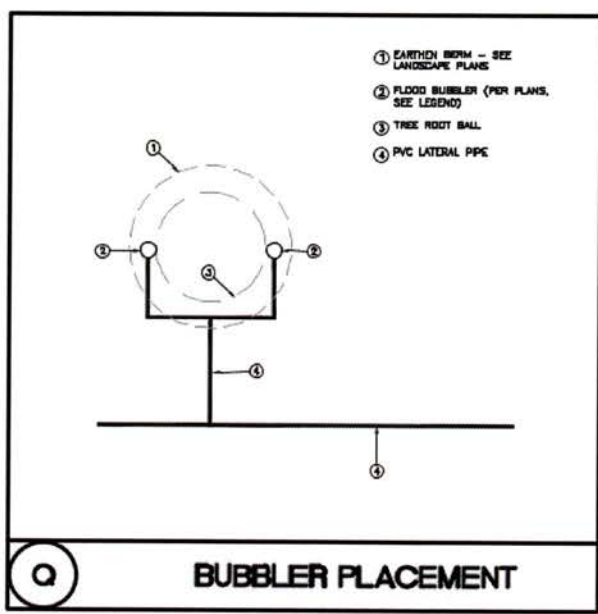
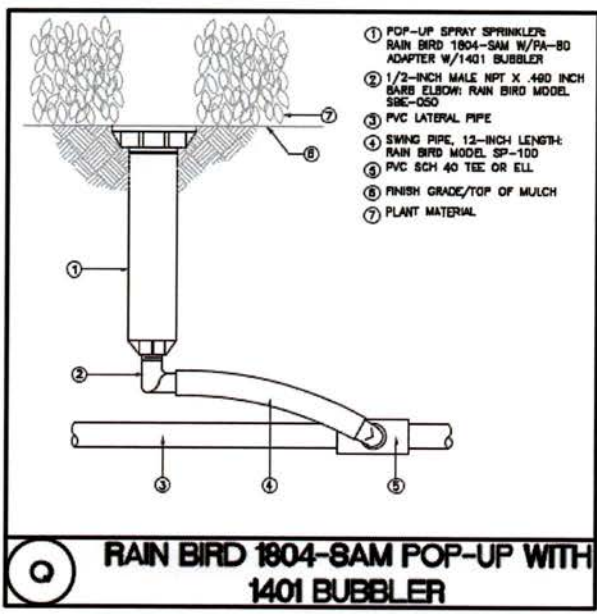
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 FDOT Permit No. 23 L-491-00005



**Maxton Consulting LLC**  
 Water Management Consultants  
 207 S. Washington, Suite F  
 Pompano, FL 33062  
 Phone: 954-781-1234  
 Fax: 954-781-1234  
 E-MAIL: info@maxton.com

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 FORT LAUDERDALE, FL 33309  
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 E-MAIL: info@architecturalalliance.com

**William A Eager**



**RAIN BIRD 1804-SAM POP-UP WITH 1401 BUBBLER**

**BUBBLER PLACEMENT**

**IRRIGATION DETAILS**

NEW BUILDING FOR:  
**PARK PLAZA**  
 600 S.E. 2<sup>ND</sup> G. COURT  
 FORT LAUDERDALE, FLORIDA 33301

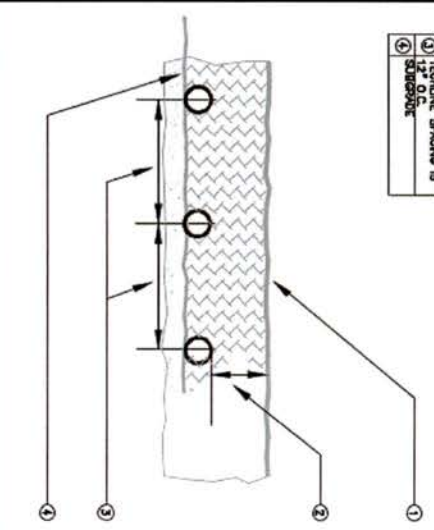
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 SHEET NO: 10106 L

IR-8.0  
 FDOT



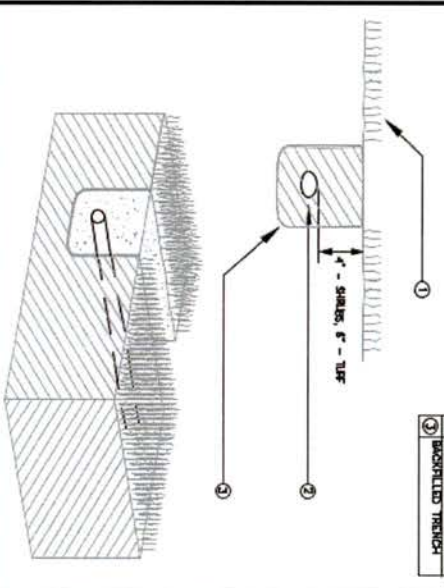


- |   |                                     |
|---|-------------------------------------|
| ① | FINISH GRADE                        |
| ② | 4" COVERAGE FOR SLOTTED 6" PER TURF |
| ③ | 12" O.C. STAKEPOLE                  |



**M** TECHLINE SUB GRADE LAYOUT

- |   |                   |
|---|-------------------|
| ① | FINISH GRADE      |
| ② | TECHLINE TUBING   |
| ③ | ADJUSTABLE TRENCH |



**M** TECHLINE TRENCHING DETAIL

IRRIGATION DETAILS

DATE: 01-09-2013

CAM # 24-0352

Exhibit 1

Page 25 of 37

NEW BUILDING FOR:  
**P A R K P L A Z A**  
 600 SE 2nd COURT  
 FORT LAUDERDALE, FLORIDA 33301

IR-9.0  
 FDOT



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Water Management Consultants  
201 S. University, Suite 7  
Fort Lauderdale, FL 33304  
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Fax: 954-528-1555  
www.kaymanconsulting.com



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SUITE 200  
FORT LAUDERDALE, FL 33304  
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FAX: 954-528-1555  
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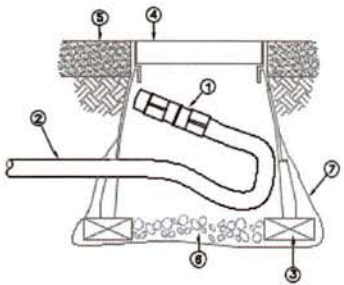
**William A Eager**

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FORT LAUDERDALE, FL 33304  
PH: 954-528-1555  
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www.aalliance.com

**NOTE:**

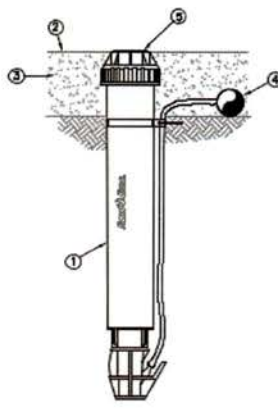
A MINIMUM OF ONE (1) DRIP TUBE FLUSH POINT TO BE INSTALLED IN EVERY DRIP BED/PLANTER BOX LAYOUT AND INSTALLED PER MANUFACTURER SPECIFICATIONS

- ① RAIN BIRD 6FCP-1S UNIVERSAL FLUSH CAP ASSEMBLY
- ② 1/2" DRIP TUBING, PER PLANS
- ③ COMMON RED BRICK (1 OF 4)
- ④ CARSON 810 ROUND ENCLOSURE WITH BOLT DOWN LID
- ⑤ FINISHED GRADE
- ⑥ 3.0-INCH MINIMUM DEPTH OF 3/4-INCH WASHED GRAVEL
- ⑦ S83 LANDSCAPE FABRIC TO BE DUCT TAPED TO ENCLOSURE EXTERIOR



**N DRIP TUBE FLUSH POINT**

- ① DRIP SYSTEM OPERATION INDICATOR KIT, RAIN BIRD MODEL #OPERIND. INSTALL ONE PER DRIP HEADER, TYP
- ② FINISH GRADE
- ③ MULCH
- ④ DRISLINE (MAKE/MODEL PER PLANS)
- ⑤ POTABLE (YELLOW) OR NON-POTABLE (PURPLE) CAP (AS REQUIRED WITH WATER SOURCE)



**N RAIN BIRD OPERATION INDICATOR**

**IRRIGATION DETAILS**

**NEW BUILDING FOR:**  
**PARK PLAZA**  
6.0.0 S.E. 2<sup>ND</sup> CO. URT  
FORT LAUDERDALE, FLORIDA 33301

PROJECT NO: 01-09-2023  
SHEET NO: 10106 L  
ISSUE NO: IR-10.0  
FDOT

IRRIGATION NOTES & SPECIFICATIONS

THE WORK

The work specified in this section consists of furnishing all components necessary for the installation, testing, and delivery of a complete, fully functional automatic landscape irrigation system that complies with the irrigation plans, specifications, notes, and details. This work shall include, but not be limited to, the providing of all required material if applicable (pump(s), backflows, pipes, valves, fittings, controllers, wire, primer, glue, etc.), layout, protection to the public, excavation, assembly, installation, backfilling, compacting, repair of road surfaces, controller and low voltage feeds to valves, cleanup, maintenance, guarantee and as-built plans.

All irrigated areas shall provide 100% head-to-head coverage from a fully automatic irrigation system with a rain/freeze shut off device. The rain sensor shall be installed to prevent activation by adjacent heads and in a visually un-obtrusive location approved by owner. Zones are prioritized first by public safety and then by hydraulic concerns. This sequencing will be a mandatory punch list item.

These plans have been designed to satisfy/exceed the Florida Building Code (FBC) Appendix F and the Florida Irrigation Society Standards and Specifications for Turf and Landscape Irrigation Systems, fourth edition. All products should be installed per manufacturer's recommendation. Contractor shall verify all underground utilities 72 hours prior to commencement of work.

It is the responsibility of the irrigation contractor to familiarize themselves with all grade differences, location of walls, retaining walls, structures and utilities. Do not willfully install the sprinkler system as shown on the drawings when it is obvious in the field that unknown obstruction, grade differences or differences in the area dimensions exist that might not have been considered in the engineering. Such obstructions, or differences, should be brought to the attention of the owner's authorized representative. In the event this notification is not performed, the irrigation contractor shall assume full responsibility for any revisions necessary.

Irrigation contractor shall repair or replace all items damaged by their work. Irrigation contractor shall coordinate their work with other contractors for the location and installation of pipe sleeves and laterals through walls, under roadways and paving, etc.

The contractor shall take immediate steps to repair, replace, or restore all services to any utilities which are disrupted due to their operations. All costs involved in disruption of service and repairs due to negligence on the part of the contractor shall be their responsibility.

IRRIGATION NOTES

**ESE**  
CORPORATION  
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**Hanes Consulting LLC**  
Water Management Consultants  
301 S. Broward Blvd., Suite 200  
Fort Lauderdale, FL 33301  
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**William A Eager**  
Professional Engineer  
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Fort Lauderdale, FL 33304  
Tel: 954.575.1234  
Fax: 954.575.1235

**NEW BUILDING FOR:**  
**PARK PLAZA**  
600 SE 2nd CO. URT  
FORT LAUDERDALE, FLORIDA 33301

DATE: 01-01-2023  
PROJECT: 10306 L  
DRAWING: IR-11.0  
FDOT

## THE PIPE

Pipe locations shown on the plan are schematic and shall be adjusted in the field. When laying out mainlines place a minimum of 18" away from either the back of curb, front of walk, back of walk, or other hardscape to allow for ease in locating and protection from physical damage. Install all lateral pipe near edges of pavement or against buildings whenever possible to allow space for plant root balls. Always install piping inside project's property boundary.

All pipes are to be placed in planting beds. If it is necessary to have piping under hardscapes, such as roads, walks, and patios, the pipes must be sleeved using Class 200 PVC with the sleeve diameter being twice the size of the pipe it is carrying with a minimum sleeve size of 2". No sleeve shall have turns or fittings that prevent a pipe from being manually pushed/pulled through after it is installed.

Pipe sizes shall conform to those shown on the drawings. No substitutions of smaller pipe sizes shall be permitted, but substitutions of larger sizes may be approved. All damaged and rejected pipe shall be removed from the site at the time of said rejection.

Mainline shall be Sch 40 solvent-weld 1-1/2" PVC with Sch 4D PVC solvent-weld fittings.

Contractor to ensure all mainline piping is properly restrained using mechanical joint fittings, restraining collars, threaded rods, thrust blocks, etc., as and where required. Contractor shall refer to pipe manufacturers recommended installation practices for further direction.

PVC pipe joint compound and primer: The PVC cement shall be Weld-On 711 (grey, slow-drying, heavy duty) and the primer shall be Weld-On P70 (purple tinted, compatible with cement), or approved equals.

## 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.

## IRRIGATION NOTES



ESSENTIAL SERVICES

1001 W. 10th Street, Suite 100, Ft. Lauderdale, FL 33304

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Fax: 954-561-1112

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William A Eager

Professional Engineer

License No. 12000

Professional Engineer

License No. 12000

Professional Engineer

License No. 12000

Professional Engineer

License No. 12000

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License No. 12000

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Professional Engineer

License No. 12000

Professional Engineer

License No. 12000

Professional Engineer

License No. 12000

Design Speed = 30 MPH

FDOT Permit #2023-L-491-00005

CAM # 24-0352

Exhibit 1

Page 28 of 37

## BACKFILL

The Backfill 6" below, 6" above, and around all piping shall be of clean sand and anything beyond that in the trench can be of native material but nothing larger than 2" in diameter. In all planting beds backfill all trenches to 85% Proctor and all trenches under hardscapes to be backfilled and compacted to 95% Proctor.

Mainline pipe depth measured to the top of pipe shall be:

- 24" minimum for 3/4"-2 1/2" PVC with a 30" minimum at vehicular crossings;

Lateral line depths measured to top of pipe shall be:

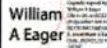
- 18" minimum for 3/4"-3" PVC with a 30" minimum at vehicular crossings.

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.

## GUARANTEE

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

IRRIGATION NOTES



PROJECT TITLE  
**P A R K P L A Z A**  
FOR:  
600 SE 2<sup>nd</sup> CO U R T  
FORT LAUDERDALE, FLORIDA 33301

ISSUE DATE  
01-05-2023  
PROJECT NUMBER  
10306 L

IR-13.0  
FDOT

**SECTION: 86010000**  
**PERMIT: 2023-L-491-00005**  
**COUNTY: Broward**  
**STATE RD: 5**

**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 Florida Department of Transportation and the AGENCY.

*Please see attached*

# MAINTENANCE PLAN

## Landscape Improvements

**Project State Road No(s):** SR 5 (US 1 /Federal Highway) from M.P. 10.135 to M.P. 10.161  
**Permit or FM No(s):** 2023-L-491-00005  
**RLA of Record:** William A. Eager, PLA  
**Maintaining Agency:** City of Fort Lauderdale  
**Date:** March 6, 2024

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*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 within FDOT right of way 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.*

*Part I of the Maintenance Plan describes general maintenance requirements and recommendations that are standard for all projects. Part II provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.*

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

#### **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.

#### **MULCHING**

Mulch planting beds 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. Do not mound mulch against the trunks of trees, palms, and the base of shrubs to allow air movement which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

## **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.

## **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 achieve the FDOT requirements for 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 understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with the *FDM Window Detail*. Vertical clear zones for vegetation heights over roadways and sidewalks must meet the requirements of the *FDOT Maintenance Rating Program (MRP)* standards. See Reference pages. The R.L.A. of Record will provide the specific pruning heights for mature or maintained height and spread of all plant material to achieve the design intent shall be noted in Part II., Specific Project Site Maintenance Requirements and Recommendations.

## **STAKING AND GUYING**

All staking materials are to be removed after one year or as directed by the RLA of Record.). 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.

## **TREE CELL STRUCTURES**

Underground tree cells shall be maintained in such a manner as to prolong the life of the structure and prevent potential safety hazards. If the structures fail or become damaged, they shall be replaced with the same type and specification as the approved plan.

## **LANDSCAPE ACCENT LIGHTING**

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.

## **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 concrete pavers (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers. 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 concrete pavers 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 TRAVELED WAY 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*.

#### **SITE FURNISHINGS**

Site furnishing such as Trash Receptacles, Benches, Bollards and Bicycle Racks shall be maintained in such a manner as to prolong the life of the fixture and prevent potential safety hazards. If the fixtures and their overall function and mounting systems become damaged, they shall be replaced with the same type and specification as the approved plan.

#### **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)**

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.

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

1. Pruning Schedule and Methods:

Live Oak: Pruning shall be limited to removing dead and injured material or structurally weak growth that compromises the health of the tree or poses a hazard to pedestrians or vehicles.

- Maintained at mature height and spread. (Refer to Part I Pruning, for clear sight window and vertical clear zone pruning requirements.)
- The central leader shall not be cut, and all pruning cuts shall be made with a sharp instrument flush with the 'collar' of the branch.
- Remove suckering growth from base and clear trunk areas monthly.

Perennial Peanut and Dwarf Confederate Jasmine:

- Trimmed to maintain a consistent height of 3" to 4", full to ground.
- In no case should the plant bed be reduced below 2" height.

Myers Asparagus, Neoregelia Fireball, and Giant Lilyturf Liriope:

- Trimmed only to remove dead growth.
- Maintain the natural size and growth habit of each species.

2. Groundcover horizontal growth shall be maintained to prevent foliage from growing beyond the limits of the planting areas shown on the plan. Maintain plantings with a 2" setback from the foliage to the edge of curb, pavement, sidewalk and/or other hardscape improvements.
3. Evaluate plant material on a monthly basis for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.
4. Joints and cracks in concrete sidewalks, concrete curbs, expansion joints, catch basins, gutter areas, etc. shall be inspected on a monthly basis to keep those areas free of weeds.
5. Inspect the irrigation system performance on a monthly basis to ensure the system is providing 100% coverage. Ensure that system does not have sections of low pressure, bubbler and drip tube valves are clean and clear of debris and any damaged irrigation components (i.e., bubblers, drip tube, valve boxes, etc.) are repaired or replaced.

## **REFERENCES (4-27-20)**

*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)

**SECTION: 86010000**  
**PERMIT: 2023-L-491-00005**  
**COUNTY: Broward**  
**STATE RD: 5**

**EXHIBIT D**

**RESOLUTION**

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

*Please see attached*

*(To be provided by City)*

RESOLUTION NO. 24-76

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING AND AUTHORIZING EXECUTION OF A STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION DISTRICT FOUR LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FOR INSTALLATION AND MAINTENANCE OF LANDSCAPE IMPROVEMENTS WITHIN THE RIGHT-OF-WAY OF STATE ROAD 5 (U.S. 1/FEDERAL HIGHWAY), AND AN ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT WITH PAWACQCO HOLDINGS 5, LLC AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale, Florida ("City") wishes to enter into a Landscape Maintenance Memorandum of Agreement ("MMOA") with the Florida Department of Transportation ("FDOT") for the installation and maintenance of landscape improvements within the right-of-way on State Road 5 (U.S. 1/Federal Highway); and

WHEREAS, the landscape improvements will be installed in accordance with the plans and specifications of the MMOA; and

WHEREAS, because State Road 5 is an FDOT right-of-way, authorization for this work must be permitted by FDOT; and

WHEREAS, FDOT requires municipalities to enter into a Landscape Maintenance Memorandum of Agreement for the maintenance of landscape improvements; and

WHEREAS, the City and the current owner of the property, PAWACQCO HOLDINGS 5, LLC, have agreed to enter into an Assumption of Liability and Hold Harmless Agreement, which passes the maintenance responsibility and costs associated with the MMOA to PAWACQCO HOLDINGS 5, LLC, and wherein PAWACQCO HOLDINGS 5, LLC agrees to assume and hold the City harmless from any obligations under the proposed MMOA pertaining to any improvements installed in the right-of-way by PAWACQCO HOLDINGS 5, LLC;

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Commission of the City of Fort Lauderdale, Florida, hereby approves and authorizes the execution of the State of Florida Department of Transportation

District Four Landscape Maintenance Memorandum of Agreement for the installation and maintenance of landscape improvements within the right-of-way on State Road 5 (U.S. 1/Federal Highway).

**SECTION 2.** That the Assumption of Liability and Hold Harmless Agreement between the City and PAWACQCO HOLDINGS 5, LLC is hereby approved, and the City Commission of the City of Fort Lauderdale, Florida, authorizes execution of the Assumption of Liability and Hold Harmless Agreement.

**SECTION 3.** That the Office of the City Attorney shall review and approve as to form all documents prior to their execution by the City Manager or their designee.

**SECTION 4.** That this Resolution shall be in full force and effect upon its adoption.

ADOPTED this 16<sup>th</sup> day of April, 2024.

  
\_\_\_\_\_  
Mayor  
DEAN J. TRANTALIS

ATTEST:

  
\_\_\_\_\_  
City Clerk  
DAVID R. SOLOMAN


Dean J. Trantalis      Yea

John C. Herbst      Yea

APPROVED AS TO FORM:  
AND CORRECTNESS:

Steven Glassman      Yea

Pamela Beasley-Pittman      Yea

  
\_\_\_\_\_  
City Attorney  
THOMAS J. ANSBRO

Warren Sturman      Yea



COMMISSION AGENDA ITEM  
DOCUMENT ROUTING FORM

2L

Today's Date: 4/25/24

DOCUMENT TITLE: RESOLUTION APPROVING A LANDSCAPE MAINTENANCE  
MEMORANDUM OF AGREEMENT FOR STATE ROAD 5 (US 1/FEDERAL HIGHWAY) WITH FDOT  
AND AN ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT WITH PAWACQCO  
HOLDINGS 5 LLC

COMM. MTG. DATE: 4/16/24 CAM #: 24-0352 ITEM #: CR-5 CAM attached:  YES  NO

Routing Origin: CAO Router Name/Ext: Jolene C./5035 Action Summary attached:  YES  NO

CIP FUNDED:  YES  NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

1) City Attorney's Office: Documents to be signed/routed?  YES  NO # of originals attached: 2

Is attached Granicus document Final?  YES  NO Approved as to Form:  YES  NO

Date to CCO: 4/25/24 Kimberly Cunningham Mosley  
Attorney's Name

KCM  
Initials

2) City Clerk's Office: # of originals: 2 Routed to: Donna V./Amber C./CMO Date: 04/25/24

3) City Manager's Office: CMO LOG #: APR 58 Document received from: COO 4/26/24

Assigned to: GREG CHAVARRIA   
ANTHONY FAJARDO  SUSAN GRANT   
GREG CHAVARRIA as CRA Executive Director

APPROVED FOR G. CHAVARRIA'S SIGNATURE  N/A FOR G. CHAVARRIA TO SIGN

PER ACM: PER ACM: A. Fajardo (Initial/Date)  
PER ACM: S. Grant (Initial/Date)

PENDING APPROVAL (See comments below)

Comments/Questions: \_\_\_\_\_

Forward 2 originals to  Mayor  CCO Date: 4/29 + 5/1

4) Mayor/CRA Chairman: Please sign as indicated. Forward 2 originals to CCO for attestation/City seal (as applicable) Date: \_\_\_\_\_

5) City Clerk: Scan original and forwards 2 originals to: Jolene Chism/CAO/Suite 1605/x.5035

Attach    certified Reso # \_\_\_\_\_  YES  NO Original Route form to Jolene C.