

SECTION No.: 8600600
Permit No. (s): 2014-L-491-0002
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 install 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 to medians and areas outside the travelway to the right of way line and/or areas within the travelway that may contain specialty surfacing (concrete pavers, color stamped concrete and color stamped asphalt [also known as patterned pavement]) including any other non standard 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 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, clear zones 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 and be licensed by Broward County Environmental Protection Department to perform this work.
- (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) Horizontal Clearance and Clear Zone as specified in the *FDOT Plans Preparation Manual, Volume 1, Chapters 2 and 4* and *FDOT Design Standards, Index 700* 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 9th 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.
- (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 Office 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

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 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.

B. The AGENCY agrees to reimburse the DEPARTMENT all monies expended for the landscape improvements listed in **Exhibit "B"**, should the landscape improvements fail to be maintained in accordance with the terms and conditions of this Agreement.

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's 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) The AGENCY shall procure a permit from the DEPARTMENT.
- (c) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (d) 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 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.

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.
- (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.

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) days 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.

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 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.

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. The Agency agrees to waive forum and venue and that the Department shall determine the forum and venue in which any dispute under this agreement is decided.

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: Elisabeth Hassett, R.L.A.
FDOT District IV Landscape Architect

If to the AGENCY:
City of Fort Lauderdale
290 N.E. 3rd Avenue
Fort Lauderdale, Florida
Attention: Diana Alarcon
Title: Transportation &
Mobility Director

18. LIST OF EXHIBITS

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

SECTION No.: 8600600
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S.R. No.: 842

EXHIBIT A

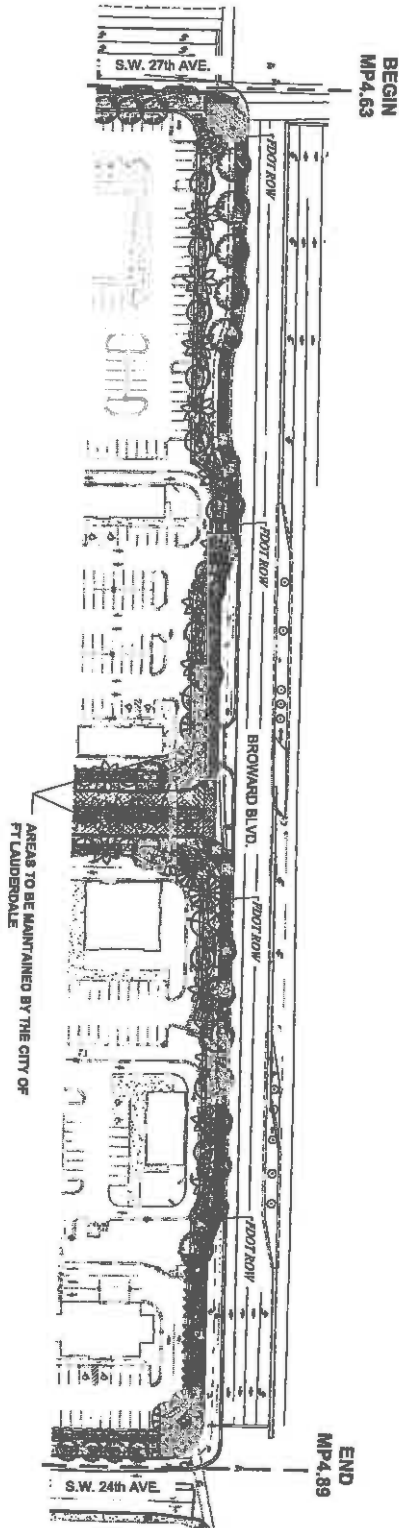
LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:

South Side of State Road 842 (Broward Boulevard) from (M.P. 4.63) to (M.P. 4.89)

II. LANDSCAPE IMPROVEMENTS MAINTENANCE RESPONSIBILITIES MAP:

Please see attached



AREAS TO BE MAINTAINED BY THE CITY OF FT LAUDERDALE

AREA TO BE MAINTAINED BY THE CITY OF FT LAUDERDALE

SCALE: 1" = 60'-0"



| | | | |
|--|---|--|--|
| MOA <small>Member Since 1991</small> | MOA Map Riverbend <small>Civil Development Company</small> <small>Fort Lauderdale, Florida</small> | <small>PLEASE CONSULT</small> <small>PLAT NUMBER</small> <small>DATE OF RECORD</small> <small>REVISIONS</small> | |
| | <small>Project Name</small> <small>Date</small> | ARCHITECTURAL ALLIANCE <small>111 South Andrews Avenue, Suite 200, Fort Lauderdale, Florida 33301</small> | |

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EXHIBIT B

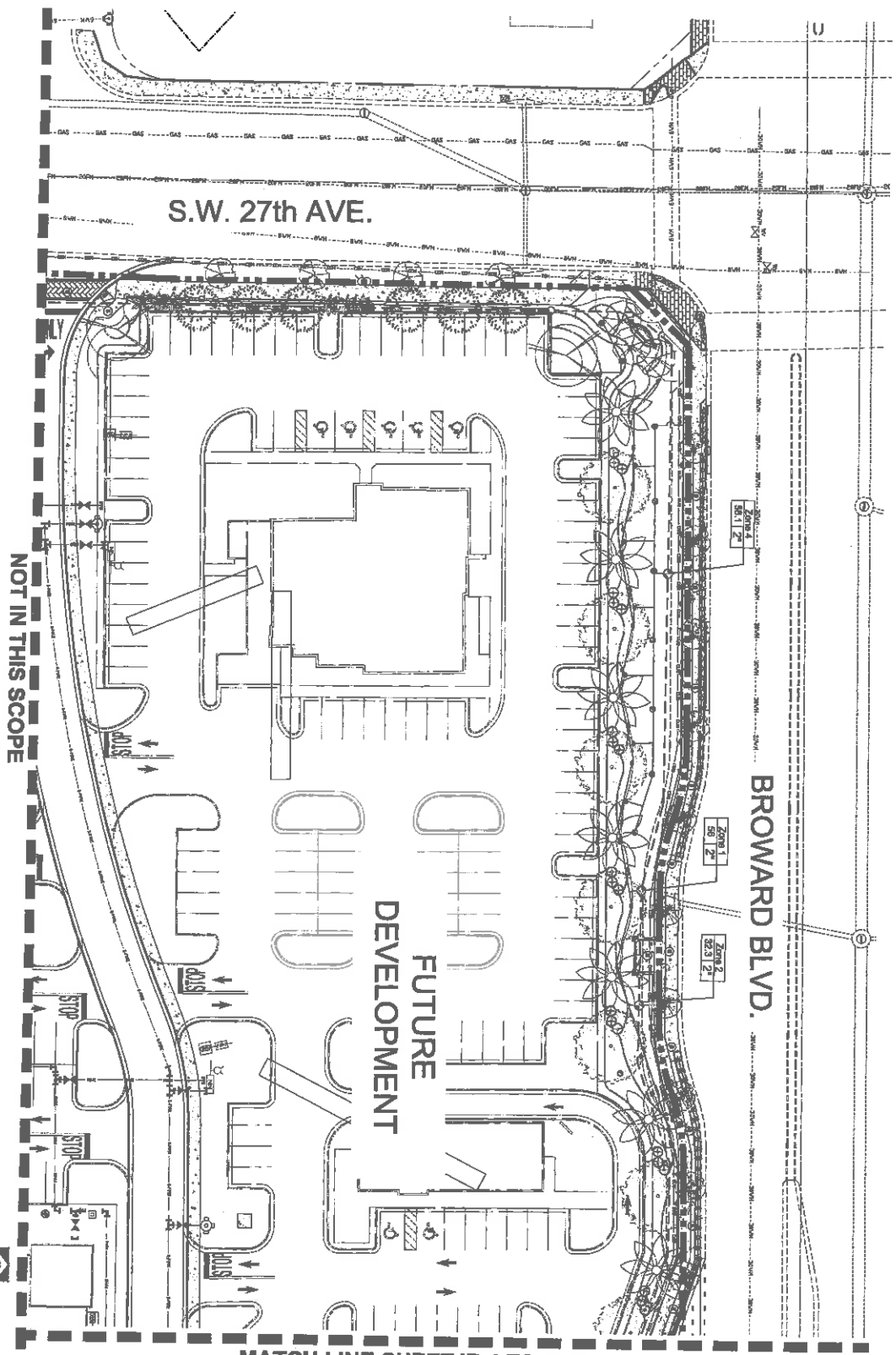
LANDSCAPE IMPROVEMENT PLANS

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: Architectural Alliance
Hugh Johnson, RLA
Date: July 21, 2014

Sheets IR 1, 2, 3 & 4
Sheets LP 1, 2, 3 & 4

NOTE: POINT OF CONNECTION AND CONTROLLER LOCATED ELSEWHERE IN SITE NOT COVERED IN CURRENT SCOPE



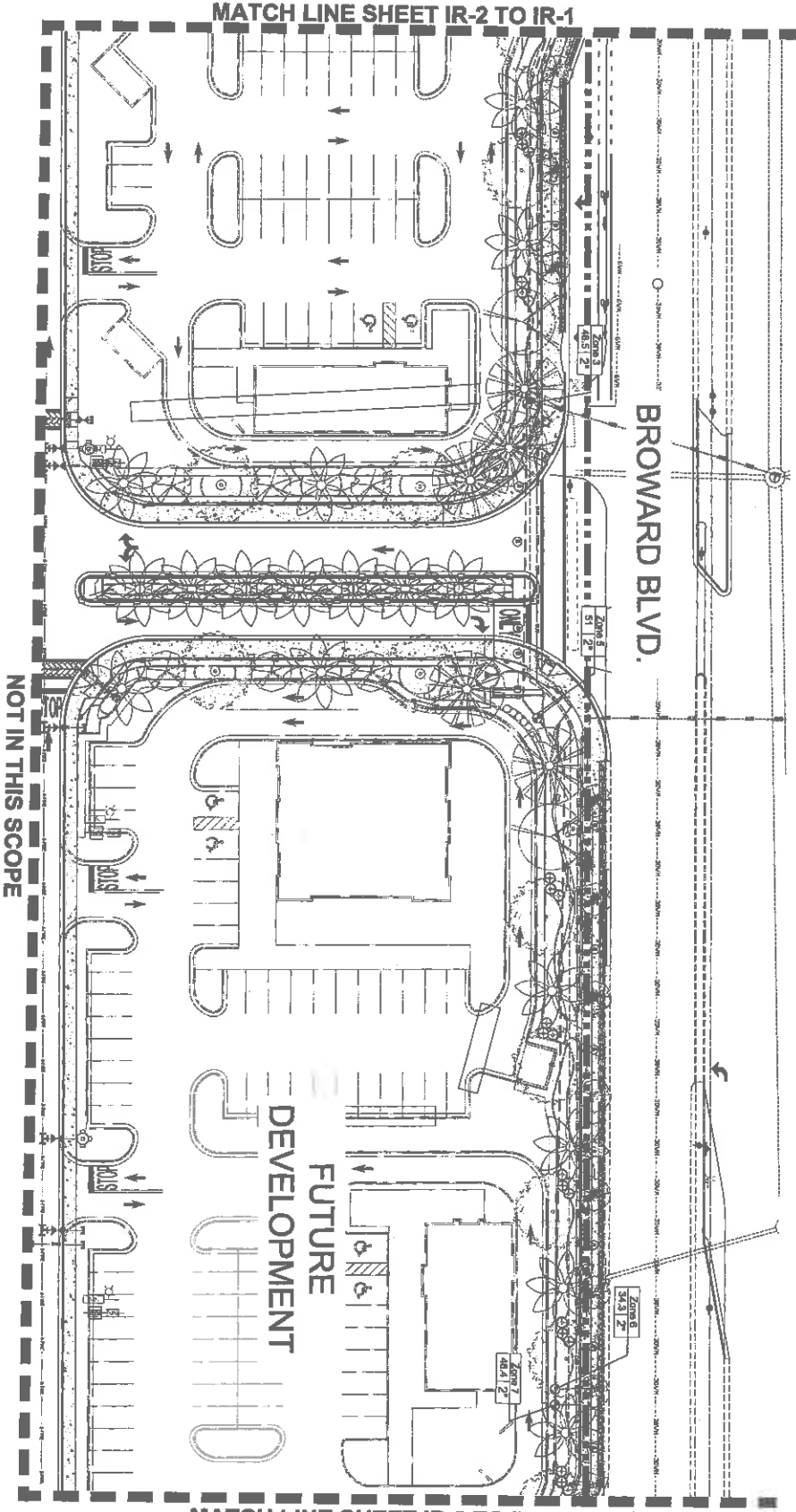
NOT IN THIS SCOPE

MATCH LINE SHEET IR-1 TO IR-2

SCALE: 1" = 20'-0"

| | | | |
|-----------------------------|--|--|---|
| IR-1 Sheet 1 of 4 | Designer: [Name] Date: 05-16-13 | Project: Riverbend Location: Fort Lauderdale, Florida | ARCHITECTURAL ALLIANCE ARCHITECTURE LANDSCAPE ARCHITECTURE LAND PLANNING SITE HIGH DESIGN ENVIRONMENTAL PROCESSING |
| | Title: Irrigation Plan Revision: 1.00 | | |

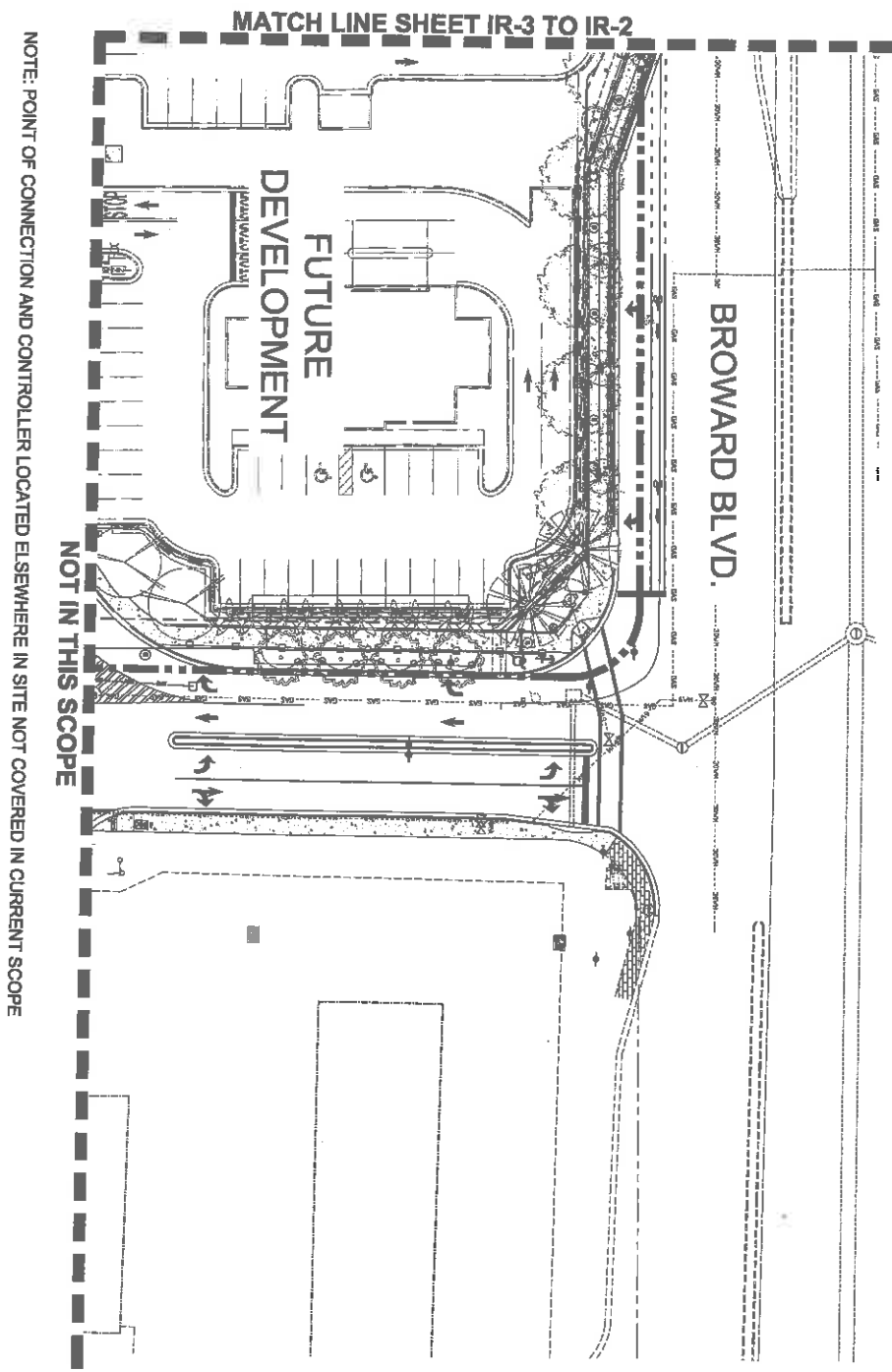
NOTE: POINT OF CONNECTION AND CONTROLLER LOCATED ELSEWHERE IN SITE NOT COVERED IN CURRENT SCOPE



NOT IN THIS SCOPE

SCALE: 1" = 20'-0"

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|--|---|--|
| IR-2 <small>Sheet 5 of 4</small> | Project Information Riverbend Future Development Fort Lauderdale, Florida | Professional Information HUGH J. JOHNSON ARCHITECTURE LANDSCAPE ARCHITECTURE LAND PLANNING SITE DESIGN ENVIRONMENTAL PROFESSIONAL ARCHITECTURAL ALLIANCE <small>OFFICE OF ARCHITECTURE, FORT LAUDERDALE, FLORIDA, 2015 ARCHITECTS LICENSE # 1203</small> |
| | Revision Log 08-16-18 1203 | Revision Details |



NOTE: POINT OF CONNECTION AND CONTROLLER LOCATED ELSEWHERE IN SITE NOT COVERED IN CURRENT SCOPE

NOT IN THIS SCOPE

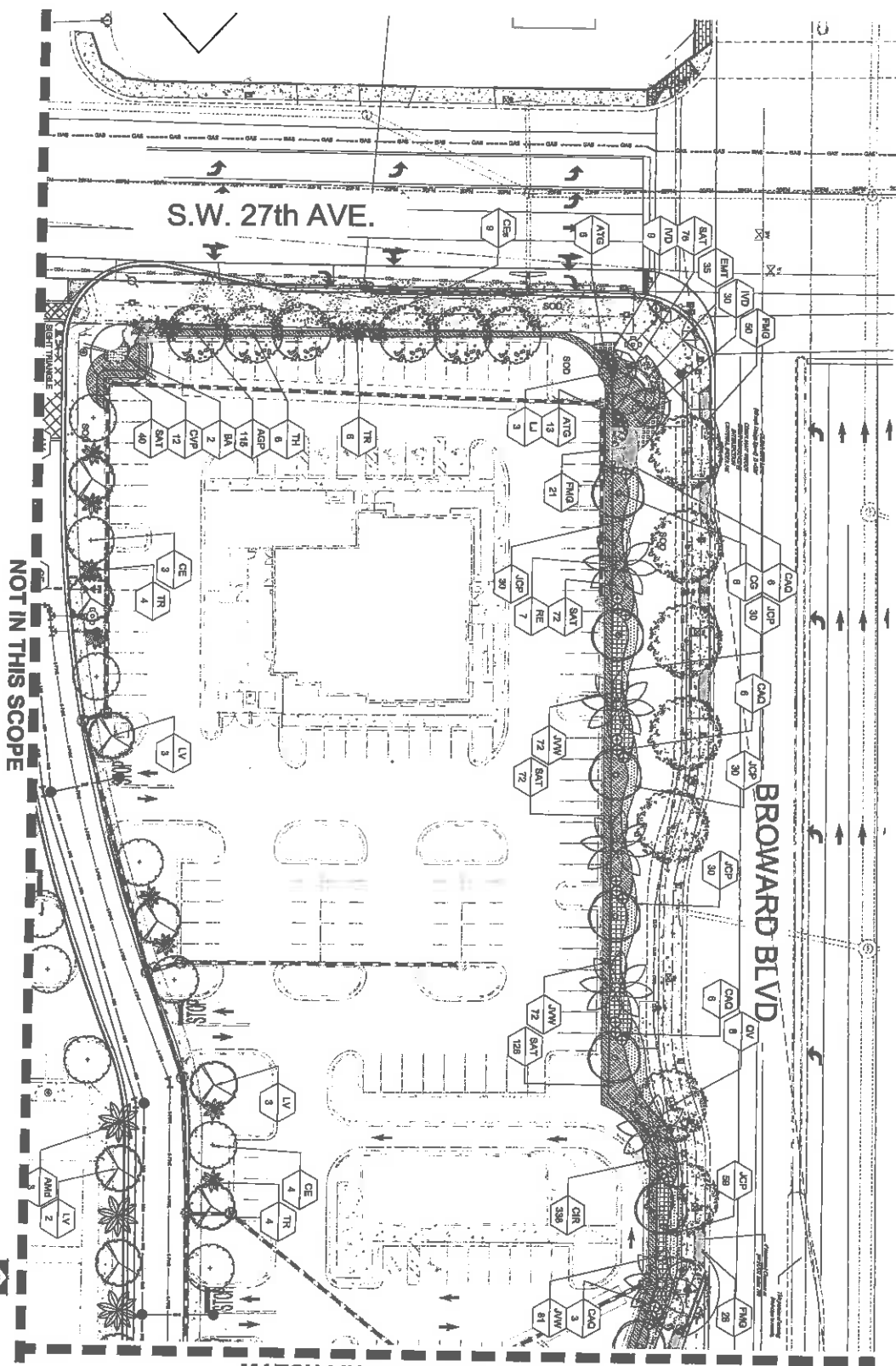
MATCH LINE SHEET IR-3 TO IR-2

BROWARD BLVD.

FUTURE DEVELOPMENT

SCALE: 1" = 20'-0"

| | | | | | | |
|-----------------------------|-------------------------|----------------------------|-----------------------------------|---|----------------------------------|---|
| IR-3 Sheet 3 of 4 | Project Number: 1403 | Revision Date: 05-15-13 | Project Name: Riverbend | Client: Gaslin Development Company Fort Lauderdale, Florida | Designer: [Signature] Seal | ARCHITECTS LANDSCAPE ARCHITECTURE LAWS PLANNING INTERIOR DESIGN ENVIRONMENTAL PROCESSING ARCHITECTURAL ALLIANCE <small>1000 N. UNIVERSITY AVENUE, FORT LAUDERDALE, FLORIDA 33308 TEL: 954.782.4444 FAX: 954.782.2791 E-MAIL: info@aa-alliance.com</small> |
| | Drawing Number: IR-3 | Drawing Date: 05-15-13 | Drawing Title: Irrigation Plan | Project Location: Riverbend | Revision Codes: [Blank] | Project Location: Riverbend |



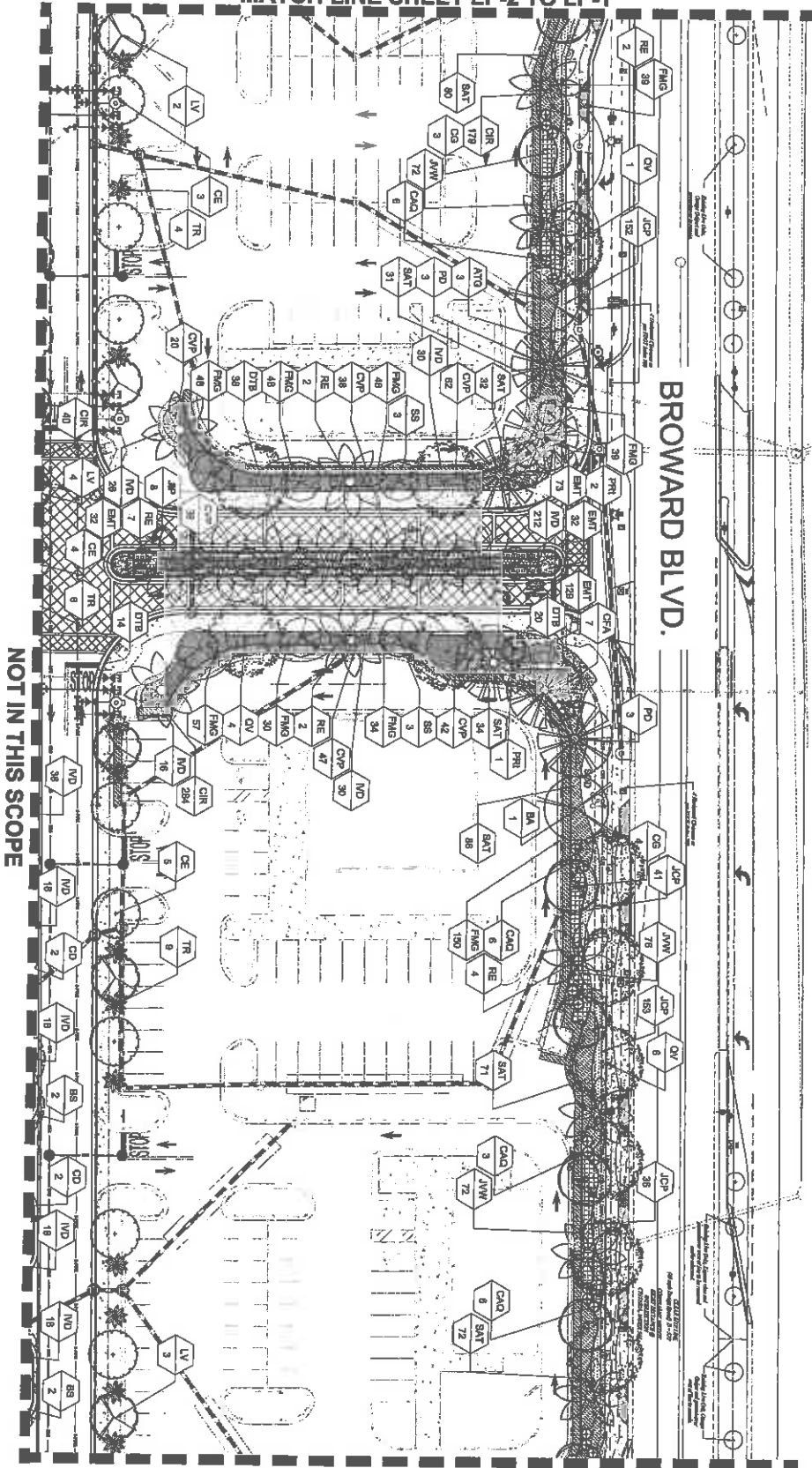
NOT IN THIS SCOPE

MATCH LINE SHEET LP-1 TO LP-2

SCALE: 1" = 20'-0"

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|-----------------------------|--------------------------------------|---|---|
| LP-1 Sheet 1 of 4 | Project Number: 1201 | Revision Dates: | ARCHITECTURE LANDSCAPE ARCHITECTURE LAND PLANNING INTERIOR DESIGN ENVIRONMENTAL PROGRAMS ARCHITECTURAL ALLIANCE <small>1825 S.W. 15TH AVENUE, SUITE 100, FORT LAUDERDALE, FL 33404 TEL: (954) 762-1000 FAX: (954) 762-8121 E-MAIL: info@architecturalalliance.com</small> |
| | Designer: Robert Cole 08-16-13 | Landscape Plan Riverbend Getlin Development Company Fort Lauderdale, Florida | 5-21-14 PDOT Comments 6-20-14 City Comments |

MATCH LINE SHEET LP-2 TO LP-1

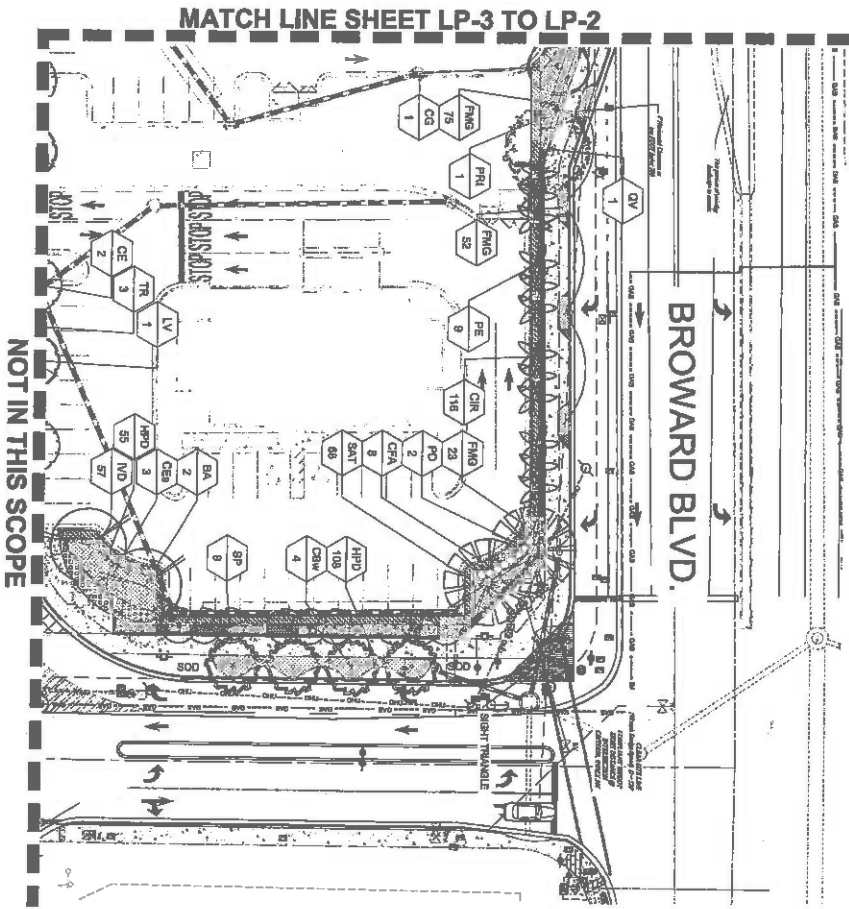


NOT IN THIS SCOPE

SCALE: 1" = 20'-0"

MATCH LINE SHEET LP-2 TO LP-3

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|---------------------------------|--|---------------------------|--|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|---------------------------|
| <p>LP-2</p> <p>Sheet 2 of 4</p> | <p>Project Number: 15233</p> <p>Revision Date: 06-16-13</p> <p>Project Name: Riverbend</p> | <p>Scale: 1" = 20'-0"</p> | <p>Client: Riverbend</p> <p>Project: Riverbend</p> | <p>Scale: 1" = 20'-0"</p> | <p>Scale: 1" = 20'-0"</p> | <p>Scale: 1" = 20'-0"</p> | <p>Scale: 1" = 20'-0"</p> | <p>Scale: 1" = 20'-0"</p> | <p>Scale: 1" = 20'-0"</p> | <p>Scale: 1" = 20'-0"</p> |
| | <p>Project Name: Riverbend</p> <p>Project Number: 15233</p> <p>Revision Date: 06-16-13</p> | <p>Scale: 1" = 20'-0"</p> | <p>Client: Riverbend</p> <p>Project: Riverbend</p> | <p>Scale: 1" = 20'-0"</p> | <p>Scale: 1" = 20'-0"</p> | <p>Scale: 1" = 20'-0"</p> | <p>Scale: 1" = 20'-0"</p> | <p>Scale: 1" = 20'-0"</p> | <p>Scale: 1" = 20'-0"</p> | <p>Scale: 1" = 20'-0"</p> |



SCALE: 1" = 20'-0"

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| <p>LP-3 Sheet 3 of 4</p> | <p>Revision Date 02-16-13</p> | <p>Project Number 1233</p> | <p>Client Name Gabin Development Company Fort Lauderdale, Florida</p> | <p>5-14-14 FDOT Comments 6-20-14 City Comments</p> | <p>MEETINGS 7/21/14</p> | <p>ARCHITECTURAL ALLIANCE ARCHITECTURE LANDSCAPE ARCHITECTURE LEAD PLANNERS INTERIOR DESIGN GENERAL CONTRACTORS</p> |
| | <p>Site Description Landscape Plan</p> | | | | | |

These drawings have been developed to comply with the current versions of PDOT specifications and design standard indexes:

- Governing Standards and Specifications: 2014 Florida Department of Transportation, Design Standards, and 2014 Standard Specifications for Road and Bridge Construction, Section 690
- Landscaping Installation, and any other applicable updates.

NOTES:

GENERAL PAINTING REQUIREMENTS

All items shown by this method for the items to be installed. All items shall be installed in accordance with the current specifications and design standard indexes. Any other requirements for specific items or items not shown by this method shall be as required for that application.

All paint shall be furnished by the contractor and shall be applied in accordance with the manufacturer's instructions. The contractor shall be responsible for the proper application of the paint. The contractor shall be responsible for the proper application of the paint. The contractor shall be responsible for the proper application of the paint.

All items shown by this method for the items to be installed. All items shall be installed in accordance with the current specifications and design standard indexes. Any other requirements for specific items or items not shown by this method shall be as required for that application.

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SPECIAL INSTRUCTIONS

General note and items indicated by this method shall be installed in accordance with the current specifications and design standard indexes. Any other requirements for specific items or items not shown by this method shall be as required for that application.

ADDITIONAL INSTALLATIONS

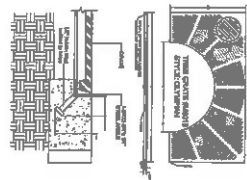
For items to be installed in accordance with the current specifications and design standard indexes. Any other requirements for specific items or items not shown by this method shall be as required for that application.

Landscaping installed in the SR 942 / Broward Blvd right of way shall be installed in accordance with PDOT Standard Specifications 690.

Landscaping installed in the SR 942 / Broward Blvd right of way shall be installed in accordance with PDOT Standard Specifications 690.

PLANT LIST

| Code | Quantity | Description / Comments | Plant Name |
|------|----------|-----------------------------------|------------|
| 01 | 1 | Asiatic Garden Hibiscus (Compact) | Hibiscus |
| 02 | 1 | Asiatic Garden Hibiscus (Compact) | Hibiscus |
| 03 | 1 | Asiatic Garden Hibiscus (Compact) | Hibiscus |
| 04 | 1 | Asiatic Garden Hibiscus (Compact) | Hibiscus |
| 05 | 1 | Asiatic Garden Hibiscus (Compact) | Hibiscus |
| 06 | 1 | Asiatic Garden Hibiscus (Compact) | Hibiscus |
| 07 | 1 | Asiatic Garden Hibiscus (Compact) | Hibiscus |
| 08 | 1 | Asiatic Garden Hibiscus (Compact) | Hibiscus |
| 09 | 1 | Asiatic Garden Hibiscus (Compact) | Hibiscus |
| 10 | 1 | Asiatic Garden Hibiscus (Compact) | Hibiscus |
| 11 | 1 | Asiatic Garden Hibiscus (Compact) | Hibiscus |
| 12 | 1 | Asiatic Garden Hibiscus (Compact) | Hibiscus |
| 13 | 1 | Asiatic Garden Hibiscus (Compact) | Hibiscus |
| 14 | 1 | Asiatic Garden Hibiscus (Compact) | Hibiscus |
| 15 | 1 | Asiatic Garden Hibiscus (Compact) | Hibiscus |
| 16 | 1 | Asiatic Garden Hibiscus (Compact) | Hibiscus |
| 17 | 1 | Asiatic Garden Hibiscus (Compact) | Hibiscus |
| 18 | 1 | Asiatic Garden Hibiscus (Compact) | Hibiscus |
| 19 | 1 | Asiatic Garden Hibiscus (Compact) | Hibiscus |
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61 - CURB DETAILS

CONCRETE CURB
DRAINAGE CHANNEL
TOP SOIL
MIDDLE SOIL
BOTTOM SOIL

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| <p>Plant List, Notes, and Details</p> <p>Riverbend</p> <p>Geslin Development Company</p> <p>Fort Lauderdale, Florida</p> | <p>5-01-14 PDOT Cutsheets</p> <p>6-20-14 City Comments</p> <p>Revision Dates</p> | <p>LAUREN JOHNSON</p> <p>7/21/14</p> <p>Scale</p> | <p>ARCHITECTURAL ALLIANCE</p> <p>ARCHITECTS LANDSCAPE ARCHITECTURE LAWYERS INTERIOR DESIGN GOVERNMENTAL PRACTICE</p> <p>1000 POLARIS AVENUE, SUITE 1000, FORT LAUDERDALE, FL 33304 TEL: 954-575-1000 FAX: 954-575-1001 WWW.AAFLORIDA.COM</p> |
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MAINTENANCE PLAN

Landscape Improvements

Project State Road No: 842 (Broward Blvd.) (M.P. 4.63) to (M.P. 4.89)
Permit No(s): 2014-L-491-0002
Maintaining Agency: City of Fort Lauderdale
RLA of Record: Hugh Johnson
Date: July 21, 2014

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 Design Standards, FDOT Plans Preparation Manual Vol. 1, Chapter 2.11* 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. 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 Requirements and Recommendations for guidelines. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be maintained at a height in compliance with *FDOT Design Standards* Index 546; Page 6 of 6, Window Detail. Vertical tree heights must meet *FDOT Maintenance Rating Program* (MRP) standards.

STAKING AND GUYING

All staking materials, except for replacements, are to be removed by the completion of FDOT warranty period or at one year (whichever comes first). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Design Standards* guidelines (See Index 544). 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 if 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 general use 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 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.

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*.

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 (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.

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

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*

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

Florida Department of Community Affairs (DCA), *Florida Board of Building Codes & Standards, 2010 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A*

http://www2.iccsafe.org/states/florida_codes/

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 544 Landscape Installation*

<http://www.dot.state.fl.us/rddesign/DS/14/IDx/00544.pdf>

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 546 Sight Distance at Intersections*

<http://www.dot.state.fl.us/rddesign/DS/14/IDx/00546.pdf>

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

<http://www.dot.state.fl.us/rddesign/DS/14/IDx/00600.pdf>

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 700 Roadside Offsets*

<http://www.dot.state.fl.us/rddesign/DS/14/IDx/00700.pdf>

Florida Department of Transportation, *FDOT Plans Preparation Manual (PPM) Vol. I Chapter 2.11 Horizontal Clearance*

Table 2.11.5 Horizontal Clearance to Trees

Table 2.11.11 Recoverable Terrain

<http://www.dot.state.fl.us/rddesign/PPMManual/2014PPM.shtm>

Florida Department of Transportation, *FDOT Standard Specifications for Road and Bridge Construction, Section 580 Landscape Installation*

<http://www.dot.state.fl.us/specificationsoffice/Maintenance/Jul14/Files/SS5800000.doc>

<http://www.dot.state.fl.us/specificationsoffice/Implemented/Workbooks/JulWorkbook2014/Files/SP5800000FA.pdf>

Florida Department of Transportation, Landscape Architecture Website

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

A Guide to Roadside Vegetation Management

[http://www.dot.state.fl.us/statemaintenanceoffice/DOT%20Final%20\(3\)Turf%20Management%20Guide%20UF.pdf](http://www.dot.state.fl.us/statemaintenanceoffice/DOT%20Final%20(3)Turf%20Management%20Guide%20UF.pdf)

Interlocking Concrete Pavement Institute (ICPI)

<http://www.icpi.org/>

International Society of Arboriculture (ISA)

www.isa-arbor.com

UF IFAS: *Selecting Tropical and Subtropical Tree Species for Wind Resistance*

<http://edis.ifas.ufl.edu/pdf/FR/FR17500.pdf>

U.S. Department of Transportation, Federal Highway Administration, *Manual on Uniform Traffic Control Devices*

<http://www.mutcd.fhwa.dot.gov>