## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION JOINT PARTICIPATION AGREEMENT CONTRACT NUMBER <br> $\qquad$

THIS AGREEMENT, entered into this $\qquad$ day of $\qquad$ 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 of the State of Florida, located at 100 North Andrews Avenue, Fort Lauderdale, Florida 33301, hereinafter called the PARTICIPANT.

## WITNESSETH

WHEREAS, the DEPARTMENT and the PARTICIPANT are desirous of having the PARTICIPANT make certain improvements in connection with Financial Management (FM) Number 431108-1-58-01 for landscape, hardscape and/or irrigation improvements in the City of Fort Lauderdale, Florida, State Road A1A (S.E. 17th Street Causeway) from State Road 5 (US 1) (M.P. 0.000) to Mayan Drive (M.P. 1.632), herein after referred to as the "Project". Refer to Exhibit "A" for a detailed Scope of Services and Exhibit "C" for a set of Project Plans attached hereto and made a part hereof; and,

WHEREAS, the improvements are in the interest of both the PARTICIPANT and the DEPARTMENT and it would be more practical, expeditious, and economical for the PARTICIPANT to perform such activities; and,

WHEREAS, the PARTICIPANT by Resolution No. adopted on , 20 $\qquad$ , a copy of which is attached hereto and made a part hereof, authorizes the proper officials to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual benefits to be derived from joint participation on the Project, the parties agree to the following:

1) The recitals set forth above are true and correct and are deemed incorporated herein.
2) The PARTICIPANT shall be responsible for assuring that the Project complies with all applicable Federal, State and Local laws, rules, regulations, guidelines and standards, and will not discriminate on the grounds of race, color, religion, sex, national origin, age or disability in the performance of work under the Agreement.
3) The DEPARTMENT agrees to make all previous studies, maps, drawings, surveys and other data and information pertaining to the Project available to the PARTICIPANT at no extra cost.
4) The PARTICIPANT shall have the sole responsibility for resolving claims and requests for additional work for the Project at no additional cost to the Department. The PARTICIPANT will make best efforts to obtain the DEPARTMENT'S input in its decisions.
5) The total cost of the Project is estimated at One Hundred Eighty Thousand Dollars and No Cents ( $\$ 180,000.00$ ). The DEPARTMENT agrees to pay (One Hundred Percent) ( $100 \%$ ) of the total actual cost of the Project, up to a maximum amount of One Hundred Eighty Thousand Dollars and No Cents ( $\$ 180,000.00$ ) for actual costs incurred. The PARTICIPANT shall submit progress billings to the DEPARTMENT on a quarterly basis. The balance of the Project cost shall be the sole responsibility of and paid by the PARTICIPANT. The PARTICIPANT acknowledges and agrees that the DEPARTMENT'S obligation to make payment under the AGREEMENT is contingent upon an annual appropriation by the Florida legislature.
6) The PARTICIPANT will comply with the Federal and/or State Audit provisions set forth in Exhibit " $D$ " and Exhibit " $E$ " which are attached hereto and made part of this Agreement.
7) The PARTICIPANT must obtain a permit from the DEPARTMENT before the PARTICIPANT may proceed with construction of the Project.
8) The PARTICIPANT:
a) shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the PARTICIPANT during the term of the contract; and
b) shall 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.
9) The PARTICIPANT must certify that the installation of the project is completed by a Contractor prequalified by the DEPARTMENT as required by Section 2 of the Standard Specifications for Road and Bridge Construction (2013), as amended unless otherwise approved by the DEPARTMENT in writing.

Construction Engineering Inspection (CEI) services will be provided at the Participant's sole cost by hiring a DEPARTMENT prequalified consultant firm including one individual that has completed the Advanced Maintenance of Traffic Level Training, unless otherwise approved by the DEPARTMENT in writing. The CEI staff shall be present on the Project at all times that the contractor is working. Administration of the CEI staff shall be under the responsible charge of a State of Florida licensed Professional Engineer. The DEPARTMENT shall approve all CEI personnel.
10) This Agreement and any interest herein shall not be assigned, transferred or otherwise encumbered by the PARTICIPANT under any circumstances without the prior written consent of the DEPARTMENT. However, this Agreement shall run to the DEPARTMENT and its successors.
11) Except as otherwise set forth herein, this Agreement shall continue in effect and be binding to both the PARTICIPANT and the DEPARTMENT until the Project is accepted in writing by the DEPARTMENT'S Project Manager as complete, or December 31, 2014, whichever occurs first. The DEPARTMENT and PARTICIPANT may agree to extend this Agreement in writing. The PARTICIPANT shall delegate signature authority to the City Manager.
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13)UPA_FtLaud SRA1A12-31-12.doc

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12) The PARTICIPANT shall provide the following quantifiable, measurable, and verifiable units of deliverables. Each deliverable must specify the required minimum level of service to be performed and the criteria for evaluating successful completion. The deliverables for the Project are shown in Exhibit B, Deliverables, attached hereto and a made apart hereof. The PARTICIPANT will need DEPARTMENT approval if deviating from these deliverables as shown in Exhibit B.

The PARTICIPANT will be reimbursed only for actual expenses incurred during the Agreement time period that are directly related to the installation of landscape improvements as set forth in this Agreement. The PARTICIPANT will submit a written progress report by the $15^{\text {th }}$ day of the month following the installation attesting to the actual number of large and/or small plants installed, along with all irrigation parts received and installation at the Project site. Upon completion, the PARTICIPANT will notify the DEPARTMENT'S Landscape Architect of the landscape improvements contemplated in this Agreement. Deliverables must be received and accepted in writing by the DEPARTMENT'S Project Manager prior to payments.
13) The PARTICIPANT shall agree to maintain all landscape improvements at its sole cost and expense and in accordance with the terms of the Amendment Number Five (5) City of Fort Lauderdale Landscape Inclusive Maintenance Memorandum of Agreement attached hereto and made a part hereof as Exhibit F.
14) Upon completion and certification of Project, the PARTICIPANT must submit the final invoice to the DEPARTMENT within 180 days after the final acceptance of the Project which follows the 365 day warranty period. Invoices submitted after the 180 day time period will not be paid.
15) Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Department of Financial Services under Section 215.422(14), Florida Statutes, or by the DEPARTMENT'S Comptroller under Section 334.004(29), Florida Statutes.
16) Invoices shall be submitted by the PARTICIPANT in detail sufficient for a proper pre-audit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in 12) above and Exhibit B.
17) Supporting documentation must establish that the deliverabies were received and accepted in writing by the PARTICIPANT and that the required minimum level of service to be performed based on the criteria for evaluating successful completion as specified in 12) has been met.
18) PARTICIPANT providing goods and services to the DEPARTMENT should be aware of the following time frames. The DEPARTMENT has (10) ten working days to inspect and approve the goods and services where working day is defined as any day of the week excluding Saturday, Sunday and any legal holiday as designated in Section 110.117, Florida Statutes. The DEPARTMENT has (20) twenty working days to deliver a request for payment (voucher) to the Department of Financial Services. The (20) twenty working days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.

[^0]19) If a payment is not available within (40) forty days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the PARTICIPANT. Interest penalties of less than one (1) dollar will not be enforced unless the PARTICIPANT requests payment. Invoices that have to be returned to a PARTICIPANT because of PARTICIPANT preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the DEPARTMENT.
20) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participants who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the Division of Consumer Services at 1-877-693-5236.
21) Records of costs incurred under the terms of this Agreement shall be maintained and made available upon request to the DEPARTMENT at all times during the period of this Agreement and for five years after final payment is made. Copies of these documents and records shall be furnished to the DEPARTMENT upon request. Records of costs incurred include the PARTICIPANT'S general accounting records and the Project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the Project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
22) In the event this contract is for services in excess of TWENTY-FIVE THOUSAND DOLLARS ( $\$ 25,000.00$ ) and a term for a period of more than one year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:
"The DEPARTMENT, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the Comptroller of the Department that such 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 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."
23) The PARTICIPANT warrants that it has not employed or obtained any company or person, other than bona fide employees of the PARTICIPANT, to solicit or secure this Agreement, and it has not paid or agreed to pay any company, corporation, individual or firm, other than a bona fide employee employed by the PARTICIPANT. For breach or violation of this provision, the DEPARTMENT shall have the right to terminate the Agreement without fiability.
24) With respect to any of the PARTICIPANT'S agents, consultants, sub consultants, contractors and / or sub contractors, such party in any contract for this Project shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities and suits of any nature arising out of, because of, or due to any intentional and / or negligent act or occurrence, omission or commission of such agents, consultants, sub consultants, contractors and / or sub contractors. The PARTICIPANT 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 does not cover or indemnify the DEPARTMENT for its own negligence.
25) This Agreement is governed by and construed in accordance with the laws of the State of Florida. In the event it becomes necessary for the DEPARTMENT or PARTICIPANT to institute suit for the enforcement of the provisions of this AGREEMENT, each party shall be responsible to pay their own attorney fees and court costs. Venue with respect to such litigation shall be in Broward County, Florida.
26) This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document except the Amendment Number Five (5) City of Fort Lauderdale Landscape Inclusive Maintenance Memorandum of Agreement between the DEPARTMENT and the PARTICIPANT which is included as Exhibit F. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written. It is further agreed that no modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
27) Any or all notices (except invoices) given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledged or sent by certified mail, return receipt requested. All notices delivered shall be sent to the following addresses:

If to the DEPARTMENT:<br>State of Florida Department of Transportation<br>3400 West Commercial Blvd.<br>Ft. Lauderdale, FL 33309-3421<br>Attention: Elisabeth A. Hassett, R.L.A.<br>FDOT District IV Landscape Architect<br>A second copy to: Office of the General Counsel

If to the PARTICIPANT:<br>City of Fort Lauderdale<br>100 North Andrews Avenue,<br>Fort Lauderdale, Florida 33301<br>Eric Czerniejewski<br>With a Copy to: City Attorney

## 24. LIST OF EXHIBITS

Exhibit A: Scope of Services
Exhibit B: Deliverables
Exhibit C: Project Plans
Exhibit D: Federal and /or State Funded Contracts
Exhibit E: Authorization
Exhibit F: Amendment Number Five (5) City of Fort Lauderdale Landscape Inclusive Maintenance Memorandum of Agreement

IN WITNESS WHEREOF, this Agreement is to be executed below for the purposes spacified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. $\qquad$ , hereto attached.

WITNESSES:
$\qquad$
(SEAL)

CITY OF FORT LAUDERDALE
By:
JOHN P. 'JACK' SEILER, Mayor

By: $\qquad$
LEE R. FELDMAN, City Manager
ATTEST:

JONDA K. JOSEPH, City Clerk
Approved as to Form:

## Assistant City Attorney

## STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION
By:
Director of Transportation Development (SEAL)
Executive Secretary
Approved as to Form

Office of the General Counsel

## Date

## EXHIBIT A <br> SCOPE OF SERVICES

The PARTICIPANT (City of Fort Lauderdale) agrees to make certain landscape improvements on State Road A1A (S.E. 17th Street Causeway) from State Road 5 (US 1) (M.P. 0.000) to Mayan Drive (M.P. 1.632), Fort Lauderdale, Florida, and will subsequently furnish, construct, and inspect the landscape, hardscape, and/or irrigation as shown in the plans and specifications prepared by Michael Conner, RLA, of Calvin, Giordano \& Associates, Inc. The following conditions shall apply:
(a) The current Florida Department of Transportation Design Standard Index 546 must be adhered to.
(b) Clear zone/horizontal clearance as specified in the Plans Preparation Manual - English Volume 1, Chapter 2 and Department Design Standard Index 700 must be adhered to.
(c) Landscape materials shall not obstruct roadside signs or the view zone for permitted outdoor advertising signs per Florida Statutes 479.106.
(d) Landscape, hardscape, and/or irrigation materials shall be of a size, type and placement so as not to impede large machine mowing that the DEPARTMENT currently provides and will continue to provide at the same frequency.
(e) Should the PARTICIPANT elect to design, furnish and construct irrigation, all costs associated with water source connection(s), continued maintenance of the distribution system and water, and electricity costs shall be born solely by the PARTICIPANT. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the PARTICIPANT'S responsibility.
(f) During the installation of the Project and future maintenance operations, maintenance of traffic shall be in accordance with the current edition of the MUTCD and the current Department Design Standards (series 600).
(g) The PARTICIPANT shall secure a permit from the DEPARTMENT prior to the commencement of any work. The Engineer of Record (EOR) shall meet with Permit Staff prior to permit application and provide the local maintenance office located at: FDOT Broward Operations, 5548 NW $9^{\text {th }}$ 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 PARTICIPANT shall notify the local maintenance office 48 hours prior to the start of the Project and provide as-built plans at project completion.
(h) If there is a need to restrict the normal flow of traffic it shali be done on Monday-Friday during off-peak hours ( 9 AM to 3 PM ), and the party performing such work shall give 48 hour notice to the local law enforcement agency within whose jurisdiction such road is located prior to commencing work on the Project. The DEPARTMENT'S Public Information Office shall also be notified by phone at 954-777-4092 at least 48 hours in advance.
(i) The PARTICIPANT shall be responsible to clear all utilities within the Project limits.

## EXHIBIT B

## DELIVERABLES

# *THE PARTICIPANT WILL NEED DEPARTMENT APPROVAL IF DEVIATING FROM THESE DELIVERIBLES AS SHOWN IN EXHIBIT B. 

| Large Plants | Units | 62 |
| :--- | :--- | :--- |
| Small Plants | Units | 490 |
| Sod | Square Feet | 8550 |
| 1 year-warranty and maintenance | Lump Sum | 1 |
| MOT/Mobilization/General Conditions | Lump Sum | 1 |
| Irrigation bubblers | Units | 24 |

## EXHIBIT C

## PROJECT PLANS

## Please see attached plans prepared by:

Michael Conner, RLA, Calvin, Giordano \& Associates, Inc.

Dated: November 29, 2012



TABULATION OF QUANTITIES / PLANT SCHEDULE


TABULATION OF QUANTITIES / PLANT SCHEDULE

PLANTING NOTES:
$\frac{\text { GENERAL: }}{\text { STATE LAW MANDATES CONTACTING "SUNSHINE STATE }}$ STATE LAW MANDATES CONTACTING "SUNSHINE STAT AT LEAST 72 HOURS PRIOR TO COMMENCEMENT OF
CONSTRUCTION. - Contractor 2. CONTRACTOR SHALL REPAR ANY AND ALL DAMAGE
DONE TO FDOT PROPERTY DURING DEMOLTIILN, REAOCATION AND/OR INSTALLATION ACTIVITIES AT HIS SOLE EXPENSE. 3. CONTRACTOR SHALL CONTACT FDOT 'OPERATIONS'
FOR DIRECTION AS TO THE OISPOSAL OF EXCAVATED FILL. FOR DIRECTION AS TO THE OISPOSAL OF EXCAVATED FILL (954) 958-7671
4. CONTRACTOR 5 HALL MAINTAIN CLEAR SIGHT AT MEDIAN OPENINGS FOR VEHICLES TURNING ACROSS EXCEPT WHERE SIGNALZED INTERSECTIONS THAT DO NOT GO
FLASHING.
5. CONTRACTOR SHALI MAINTAIN A HORIZONTAL. CLEAR
ZONE, AS DEFINED PER FDOT INDEX 700 .













## IRRIGATION / WATERING NOTES:

ERAL:
CONTRACTOR SHALI COORDINATE WITH CITY OF FT, LAUDERDALE PARKS *
REC. DEPARTMENT (CONTACT TIM SOUTHBY 954-828-5394) PRIOR TO
IRRIGATION PLANS ARE SCHEMATIC IN NATURE, CONTRACTOR SHALL
INSTALL ALL PIPE, VALVES, AND BUBELERS IN LANDSCAPE AREAS AS
IRRIGATION SCHEDULE

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RAIN BIRD. 1804 -SAM-PRS- 1400 FLOOD
MANUFACTURER/MODEL/DESCRIPTION
EXISTING VALVE WITH BATTERY OPERATED TIME CLOCK
EXISTING EACKFLOW DEVICE
2" PRESSURE VACUUM BREAKER
EXISTING IRRIGATION CONTROLLER
EXISTING WATER METER
RAIN BIRD PGA ANGLE I' ELECTRIC REMOTE CONTROL
VALVE, INSTALIFD IN A NEW CARSON 14198 VALVE BOX.
VALVE, INSTALIED IN A NEW CARSON 14198 VALVE BOX.

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CONTRACTOR SHALL VERIFY CONDITION OF EXISTING IRRIGATION SYSTEM,
AND REPAR ANN ERRKEN HEADS, PIPES, OR OTHER EQUIPMENT
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REPAIR OF ANY DAMAGE TO THE EXISTING IRRIGATION SYSTEM IS THE
RESPONSIBIITTY OF THE CONTRACTOR TO REPAIR AT HIS/TER EXPENSE.
5. INSTALLATION OF LATERALS \& BUBBLERS AROUND EXISTING TREES SHAUL

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EXCAVATED IN ORDER TO PASS ANV LATERAL BENEATH THE ROOT. $50 I L$
SHAL BE BACK WASHED INTO THESF. AREAS IN ORDER TO AVOID ANY AIR.
CONTRACTOR SHALL USE PVC SCH 40 OR PVC CLASS 200 PIPE WITH
MEW PVC SCH4O RITINGS. ALL JOINTS/FITTINGS SHALL BE SOLVENT
WELD, UNLESS OTHERWSE SPECIFIED.
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SPARE WRES. IF AVALLABLE. IF A SPARE IS AVAILABLE CONTRACTOR
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CONTRACTOR SHALL COORDINATE CLOCNCONTROLLER SETTINGS WITH
THE CTY OF FT. LAUDERDALE PARKS AND REC. DEPARTMENT, AND
PROVIDE THEM WTH A WRITEN SCHEDULE. AS WELL AS PROVIDE THEM
WITH AN AS-BUILT DRAWING SHOWNG LOCATIONS OF BUBBIERS,
LATERALS. VALVES (EXISTING AND NEW CONNECTED TO ANY ZONE
REPAIRED OR INSTALFD) AND LABELED IN SUCH A WAY TO BE
IF IT IS NOT POSSIBLE TO PROVIDE ALTOMATIC IRRIGATION TO ANY OF
THE NEW OR RELOCATED PALMS \& TREES, CONTRACTOR SHALL PROVIDE A
WATERING CONTRACT:
10. AL NEW PLANT MATERAL SHALL HAVE AN ESTABLISMMENT PERIOD OF 12
MONTS FROM THE TIME OF FINAL ACCFPANCE. DURING THE
MONTHS FROM THE TIME OF FINAL ACCEPTANCE. DURING THE
ESTABLSHMENT PERIOD THE CONTRACTOR WILL BE RISPONSIBLF FOR
THE FOLIOWNG ITEMS: WATERING PER THE SCHEDULE ATTACHED(*) 2).
THE FOLIOWING TIEMS: WARERNG FER THE SCHEDULE ATTACHEDX 1 I 2),
OTHER CARE REGUIRED FOR PROPER GROWTH. ANY PLANT MATERIAL NOT
IN HEATHYY GROWING CONDITION SHALI BE REFLACED BY THE
CONTRACTOR AT NO ADOTIONAL COST TO THE CLENT.
O.1. THE 2 MONTH WARRANTEE/ESTABLISHMENT PERIOD SHALL
EXTENDED BY A5 DAYS FOR AL REPLACEMENT PLANT MATERIAL,
AT THE CLIENTS EXPENSE, THE CONTRACTOR WILL REFLACE ANY PLAN
MATERIAL DAMAGED AS A RESUTT OF AUTOMOBIIE ACCIDENTS OR
ACTS OF GOD LIMITED TO HAIL, FREEEE, LIGHTNIGG, AND WNDS
EXCEEDAG 75 MPH AS DEFINID EY THE MIAMI HURRICANE CENTER.

1. WATERNG CONTRACT SHALL. BE INCLUDED IN CONTRACTORS BID FOR ANY
2. WATERING CONTRACT SHALL BE INCLUDED IN CONTRACTORS BID FOR ANY

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SYSTEMS ARE NOT ' FUNGILONAL. ALL WARRANTES SHALL BE IN PLACE BY
CONTRACTOR REGARDESS OFF NON-OPERATIONAL RRIGATION SYSTEMS
OR AREAS WHERE NO IRRIGATION IS PROPOSED.













## EXHIBIT D

## FEDERAL AND/OR STATE FUNDED CONTRACTS

The administration of resources awarded by the Department to the City of Fort Lauderdale may be subject to audits and/or monitoring by the Department, as described in this section.

## MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A133, as revised, and/or other procedures. By entering into this agreement, the recipient agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the recipient is appropriate, the recipient agrees to comply with any additional instructions provided by the Department staff to City of Fort Lauderdale regarding such audit. City of Fort Lauderdale further agrees to comply and cooperate with inspections, review, investigations, or audits deemed necessary by the FDOT's Office of Inspector General (OIG) and Florida's Chief Financial Officer (CFO) or Auditor General.

## AUDITS

## PART I: FEDERALLY FUNDED

Recipients of federal funds (i.e. state, local government, or non-profit organizations as defined in OMB Circular A-133, as revised) are to have audits done annually using the following criteria:

1. In the event that the recipient expends $\$ 500,000$ or more in Federal awards in its fiscal year, the recipient must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. This agreement indicates Federal resources awarded through the Department by this agreement. In determining the Federal awards expended in its fiscal year, the recipient shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the recipient conducted by the Auditor General in accordance with the provisions OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the recipient shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the recipient expends less than $\$ 500,000$ in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from recipient resources obtained from other than Federal entities).

[^1]4. Federal awards are to be identified using the Catalog of Federal Domestic Assistance (CFDA) title and number, award number and year, and name of the awarding federal agency.

## PART II: STATE FUNDED

Recipients of state funds (i.e. a nonstate entity as defined by Section 215.97(2)(I), Florida Statutes) are to have audits done annually using the following criteria:

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of $\$ 500,000$ in any fiscal year, the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services and the CFO; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. This agreement indicates state financial assistance awarded through the Department by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1, the recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Florida Statutes. This includes submission of a financial reporting package as defined by Section $215.97(2)(\mathrm{d})$, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than $\$ 500,000$ in state financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. However, if the recipient elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. State awards are to be identified using the Catalog of State Financial Assistance (CSFA) title and number, award number and year, and name of the state agency awarding it.

## PART III: OTHER AUDIT REQUIREMENTS

The recipient shall follow up and take corrective action on audit findings. Preparation of a summary schedule of prior year audit findings, including corrective action and current status of the audit findings is required. Current year audit findings require corrective action and status of fincings.

Records related to unresolved audit findings, appeals, or litigation shall be retained until the action is completed or the dispute is resolved. Access to project records and audit work papers shall be given to the FDOT, the Department of Financial Services, and the Auditor General. This section does not limit the authority of the Department to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any other state official.

## PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A133, as revised, and required by PART I of this agreement shall be submitted, when required by Section . 320 (d), OMB Circular A-133, as revised, by or on behalf of the recipient directly to each of the following:
A. The Department at the following address:

## Florida Department of Transportation 3400 W. Commercial Blvd. <br> Ft. Lauderdale, FL 33309 <br> Karen Maxon, District Single Audit Liaison

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections 320 (d)(1) and (2), OMB Circular A133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse<br>Bureau of the Census 1201 East $10^{\text {th }}$ Street Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.
2. In the event that a copy of the reporting package for an audit required by PART I of this agreement and conducted in accordance with OMB Circular A-133, as revised, is not required to be submitted to the Department for reasons pursuant to Section 320 (e)(2), OMB Circular A-133, as revised, the recipient shall submit the required written notification pursuant to Section 320 (e)(2) and a copy of the recipient's audited schedule of expenditures of Federal awards directly to the following:

Florida Department of Transportation 3400 W. Commercial Blvd.<br>Ft. Lauderdale, FL 33309<br>Karen Maxon, District Single Audit Liaison

In addition, pursuant to Section . 320 (f), OMB Circular A-133, as revised, the recipient shall submit a copy of the reporting package described in Section 320 (c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at the following address:

Florida Department of Transportation 3400 W. Commercial Blvd.<br>Ft. Lauderdale, FL 33309<br>Karen Maxon, District Single Audit Liaison

3. Copies of financial reporting packages required by PART II of this agreement shall be submitted by or on behalf of the recipient directly to each of the following:
A. The Department at the following address:

> Florida Department of Transportation 3400 W. Commercial Blvd. Ft. Lauderdale, FL 33309 Karen Maxon, District Single Audit Liaison
B. The Auditor General's Office at the following address:

Auditor General's Office Room 401, Pepper Building 111 West Madison Street Tallahassee, Florida 32399-1450

4. Copies of reports or the management letter required by PART III of this agreement shall be submitted by or on behalf of the recipient directly to:
A. The Department at the following address:

Florida Department of Transportation<br>3400 W. Commercial Blvd.<br>Ft. Lauderdale, FL 33309<br>Karen Maxon, District Single Audit Liaison

5. Any reports, management letter, or other information required to be submitted to the Department pursuant to this agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
6. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the recipient in correspondence accompanying the reporting package.

## PART V: RECORD RETENTION

1. The recipient shall retain sufficient records demonstrating its compliance with the terms of this agreement for a period of at least five years from the date the audit report is issued, and shall allow the Department, or its designee, CFO, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department, or its designee, CFO, or Auditor General upon request for a period of at least five years from the date the audit report is issued, unless extended in writing by the Department.

## EXHIBIT E

## AUTHORIZATION: SECTION $339.24 \& 339.205$, Florida Statutes

FEDERAL and/or STATE resources awarded to the recipient pursuant to this agreement should be listed below. If the resources awarded to the recipient represent more than one Federal or State program, provide the same information for each program and the total resources awarded. Compliance Requirements applicable to each State program should also be listed below. If the resources awarded to the recipient represent more than one program, list applicable compliance requirements for each program in the same manner as shown here:

## STATE RESOURCES .

Agency: City of Fort Lauderdale
FM\#:431108-1-58-01

| State Agency | Catalog of State Financial Assistance (Number \& Title) |  | Amount |
| :--- | :---: | :---: | :---: |
| FDOT 55.023 | State Highway Project Reimbursement <br> (Department of Transportation) | $\$ 180,000.00$ |  |

Compliance In developing audit procedures to test compliance with the requirements
Requirement: for a state project, the auditor should first look to Part Two, Matrix of Compliance Requirements, to identify which of the 10 types of compliance requirements described in Part Three of the Compliance Supplement are applicable and then look to Parts Three and Four for the details of the requirements.
Activities Under the terms of the Highway Beautification Grant Agreement allowable Allowed: activities include:

- Installation of landscaping on the highway facility as specified in the landscape plan in conformance with Rule 14-40.003, Florida Administrative Code, and the "Florida Highway Landscape Guide". Any deviation from the approved landscape plan requires the approval of the Department; (Agreement Provision 1)
- Maintenance of the landscaping within the median and areas outside the travel way within the right of way line in accordance with the Landscape Maintenance Plan included in the agreement and consistent with the requirements of Rule 14-40.003(5), Florida Administrative Code. Any deviation from the Landscape Maintenance Plan requires the written approval of the Department; and (Agreement Provision 2)
- Landscape installation and maintenance activities that are in accordance with the Maintenance of Traffic Plan included in the agreement and Rule 14.003, Florida Administrative Code. (Agreement Provision 3)

Allowable Grants provide for the costs of purchase and installation of a sprinkler Costs: system, the cost of plant materials and fertilizer, and may provide for the costs for labor associated with the installation of the plantings. Each recipient that receives a grant is responsible for any costs for water, for the maintenance of the sprinkler system, for the maintenance of the landscaped areas in accordance with a maintenance agreement with the Department, and, except as otherwise provided in the grant, for any costs for labor associated with the installation of the plantings. (Section 339.2405(11), Florida Statutes)

Cash See Part Three.
Management:
Matching: A 50 percent or more of like-kind match by the recipient is encouraged.
Period of Grant recipients have one year from date of grant award letter to complete Availability: landscape plans and execute necessary agreements.

## EXHIBIT F

## Amendment Number Five (5) City of Fort Lauderdale Landscape Inclusive Maintenance Memorandum of Agreement

| SECTION NO: | 86180 |
| :--- | :--- |
| S.R. NO.(S): | A1A |
| COUNTY: | Broward |
| FM NO.(S): | $431108-1-58-01$ |

## DISTRICT FOUR (4) AMENDMENT \# FIVE (5) TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION CITY OF FORT LAUDERDALE LANDSCAPE INCLUSIVE MEMORANDUM OF AGREEMENT

This is Amendment Number Five (5) to the Agreement dated January 31, 2008, made and entered into this $\qquad$ day of $\qquad$ 20 by and between the State of Florida Department of Transportation hereinafter called the DEPARTMENT and the City of Fort Lauderdale, a municipal subdivision of the State of Florida, hereinafter called the AGENCY.

WHEREAS, the parties entered into the Inclusive Landscape Maintenance Agreement dated January 31, 2008 for the purpose of maintaining the landscape improvements by the AGENCY on various State Road(s) including State Road A1A and

WHEREAS, the DEPARTMENT and the AGENCY have agreed to add additional landscape improvements to be installed on State Road A1A in accordance with the above referenced Agreement;

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

1. Pursuant to paragraph 14 of the Inclusive Agreement for State Road A1A dated January 31, 2008 the AGENCY has decided to construct additional landscape improvements or to modify an improvement located as indicated in Exhibit A State Road A1A (S.E. 17th Street Causeway) from State Road 5 (US 1) (M.P. 0.000 ) to Mayan Drive (M.P. 1.632) in accordance with the plans attached as Exhibit B.
2. The AGENCY shall agree to maintain the landscape improvernents in the Inclusive Agreement described above and as provided in accordance with the Maintenance Plan, attached as Exhibit C.
3. The AGENCY agrees to enter into a contract to have installed said landscape improvements for an amount as indicated in Exhibit $D$ not to exceed \$180,000.00.
4. This Amendment Number Five (5) shall also add the Maintenance Memorandum of Agreement for State Road A1A (N.E. 17th Street Causeway) from West of US 1 to Cordova Road (M.P. 0.311), Resolution No. 05-224 dated December 20, 2005 and executed March 20, 2006 to the list of agreements that are superseded in Exhibit E of the original Inclusive Agreement for State Road A1A dated January 31, 2008.
5. This Amendment shall also add the Letter of Commitment dated, November 26, 2008 for Permit Number 08K-491-0132, located along State Road A1A (North Atlantic Boulevard) from Bayshore Drive (M.P.2.64) to Riomar Street (M.P.2.71) for Specialty Pavers. Permit No. 08-K-491-0132, at the Capri at Fort Lauderdale Beach as attached as Exhibit $E$.
6. E-VERIFY REQUIREMENTS

AGENCY shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of;
(1) Shall 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
(2) Shall 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 Agency term.

Except as modified by this amendment, all terms and conditions of the Agreement shall remain in full force and effect.

## Exhibits

## Exhibit A - LANDSCAPE IMPROVEMENTS LIMITS AND MAINTENANCE BOUNDARIES <br> Exhibit B - LANDSCAPE IMPROVEMENT PLANS <br> Exhibit C - MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS Exhibit D - APPROXIMATE COST FOR LANDSCAPE IMPROVEMENTS Exhibit E - PERMIT COMMITMENT LETTER

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

IN WITNESS WHEREOF, this Agreement is to be executed below for the purposes specified herein. Authorization has been given to enter into and execute this Agreement by Resolution No. $\qquad$ , hereto attached.

WITNESSES:
$\qquad$
$\qquad$
$\qquad$
(SEAL)
.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION
By:
Director of Transportation Development

Approved as to Form:

Assistant City Attorney
CITY OF FORT LAUDERDALE
By:
JOHN 'JACK'SEILER, Mayor

By: $\qquad$

LEE R. FELDMAN, City Manager
ATTEST:

JONDA K. JOSEPH, City Clerk
$\qquad$
Date

Attest:
(SEAL)
Executive Secretary
Approved as to Form

Office of the General Counsel
Date

| SECTION NO: | 86180 |
| :--- | :--- |
| S.R. NO.(S): | A1A |
| COUNTY: | Broward |
| FM NO.(S): | 431108-1-58-01 |

## EXHIBIT A

## LANDSCAPE IMPROVEMENTS LIMITS AND MAINTENANCE BOUNDARIES

I. LOCATION OF ADDITIONAL LIMITS OF LANDSCAPE MAINTENANCE:

State Road A1A (S.E. 17th Street Causeway) from State Road 5 (US 1) (M.P. 0.00) to Mayan Drive (M.P. 1.632)
II. INCLUSIVE LIMITS OF LANDSCAPE IMPROVEMENTS MAINTENANCE FORTHE ROADWAY:

State Road A1A: From State Road 5 (US 1) (M.P. 0.000) (Section 86180000) (US 1) to Flamingo Avenue (M.P. 6.410) (Section 860500000)

By Individual Sections:
Southbound One Way (section 86050100):
M.P. (0.000) (Seville Street) to (M.P. 0.926) (Bahia Mar Hotel Entrance)

Northbound One Way / Seabreeze Boulevard / 17th Street Causeway (Section 8618000)
(M.P. 0.000) State Road 5 (US 1) to (M.P. 2.964) (State Road 842) (Las Olas Boulevard)

North Fort Lauderdale Beach Area (Section 86050000):
(M.P. 2.039) (south of Poinsettia Street) to (M.P. 6.410) (Flamingo Dive)
III. LANDSCAPE IMPROVEMENTS MAINTENANCE MAP FOR THIS ROADWAY PROJECT:
(All maintenance boundaries of original agreement apply)

Please See Attached



| SECTION NO: | 86180 |
| :--- | :--- |
| S.R. NO.(S): | A1A |
| COUNTY: | Broward |
| FM NO.(S): | 431108-1-58-01 |

## EXHIBIT B

## LANDSCAPE IMPROVEMENT PLANS

The Department agrees to install the Project in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Calvin, Giordano \& Associates, Inc.
Michael Conner, RLA
Dated: November 29, 2012

| SECTION NO: | $\mathbf{8 6 1 8 0}$ |
| :--- | :--- |
| S.R. NO.(S): | A1A |
| COUNTY: | Broward |
| FM NO.(S): | 431108-1-58-01 |

## EXHIBIT C

## MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS

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

Dated: November 29, 2012

# MAINTENANCE PLAN <br> Landscape Improvements 

Project State Road No(s):<br>Project Limits:<br>FM No(s):<br>Maintaining Agency:<br>RLA of Record:<br>Date:

S.R. A1A (17 ${ }^{\text {th }}$ Street Causeway)<br>From S.R. 5 (M.P.-0.00) to Mayan Drive (M.P.-1.632)<br>431108-1-58-01<br>City of Ft. Lauderdale, Fl.<br>Michael D. Conner (LA0001181)<br>November 29, 2012

## 1. 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 Destgn Standards, FDOT Plans Preparation Manual Vol. I, 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 (ANSD) 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 (Patterned Pavement):

All tree grates and patterned pavement (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 231413 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 $10-\mathrm{ft}$, 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.

## 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.

[^2]
## 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.

## II. Specific Proiect Site Maintenance Requirements and Recommendations:

There are no specific maintenance requirements for the planting design for this project, other than those outlined and specified in Part I.

## 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 Videos (ADA) <br> http://www.access-board.gov/news/sidewalk-videos.htm

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
www.isa-arbor.com
Florida Department of Agriculture and Consumer Services, Division of Plant Industry, Florida Grades and Standards for Nursery Plants, available for purchase
http://www.doacs.state.fl.us/pi/pubs.html
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/'13/Dx/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/13/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/13/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/13/Dx/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/2012/Volume1/Chap02.pdf

[^3]Florida Department of Transportation, FDOT Standard Specifications for Road and Bridge Construction, Section 580 Landscape Installation
http://www.dot.state.fl.us/specificationsoffice/Implemented/SpecBooks/2013/Files/580-2013.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/MRPHandbook2011.pdf

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.fol.com/residential/trees/right tree_right place.shtml

Guide to Roadside Mowing and Guide to Turf Management, available for purchase http://infonet.dot.state.fl.us/SupportServicesOffice/plist.htm

Interlocking Concrete Pavement Institute (ICPI)
http://www.icpi.org/
International Society of Arboriculture (ISA)
uww.isa-arbor.com
UF IFAS: Selecting Tropical and Subtropical Tree Species for Wind Resistance http://edis. ifas.ufl,edu/pdffiles/FR/FR17500.pdf
U.S. Department of Transportation, Federal Highway Administration, Manual on Uniform Traffic Control Devices http://www.matcd.fhwa.dot.gov

| SECTION NO: | 86180 |
| :--- | :--- |
| S.R. NO.(S): | A1A |
| COUNTY: | Broward |
| FM NO.(S): | 431108-1-58-01 |

## EXHIBIT D

## APPROXIMATE COST FOR LANDSCAPE IMPROVEMENTS

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

Dated: November 29, 2012

## APPROXIMATE PROJECT COST: $\mathbf{\$ 1 7 9 , 0 3 5 , 0 0}$

PRELIMINARY COST ESTIMATE:

## S.R. A1A - S.E. 17 th Street Causeway - Beautification Grant

Item

1. Coconut Palm
2. "MedJool' Date Palm
3. MedJool' Date Palm - Speciman
4. Solitaire Palm, single
5. Florida Royal Palm
6. Irrigation bubblers added to each speciman palm
7. Shrub replacements
8. Sod restoraton
9. 1 year-wartanty and maintance items for new plants
10 MOT / Mcisilization / General Conditions

| Description | Qty. | Unit Cost | Total Cost |
| :---: | :---: | :---: | :---: |
| 25'-30' 0.a. ht., 10'-45' c.t. | 13 | \$1,500 | \$19,500 |
| $35{ }^{\prime}$ o.a. ht., $222^{\prime}$ c.t. | 18 | \$6,000 | \$108,000 |
| 40'-42' o.a.h.t., $28^{\prime}$ c.t. | 1 | \$7,000 | \$7,000 |
| 20'30' o.a. ht., 14'-24' g.w. | 25 | \$450 | \$11,250 |
| 30'-32' o.a. h.t., 18'-20' g.w. | 5 | \$1,000 | \$5,000 |
| 24 locations | 24 | \$200 | \$4,800 |
| 49 locations @ 10 each | 490 | \$8 | \$3,920 |
| 38 locations @ 225 s.f. | 8550 | \$0.30 | \$2,565 |
| Per F.D.O.T. specifications/per month | 12 | \$1,000 | \$12,000 |
| Maintenance of Traffic | 1 | \$5,000 | \$5,000 |


| SECTION NO: | 86180 |
| :--- | :--- |
| S.R. NO.(S): | A1A |
| COUNTY: | Broward |
| FM NO.(S): | 431108-1-58-01 |

## EXHIBIT E

## PERMIT COMMITMENT LETTER

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

Letter of Commitment for Permit Number 08K-491-0132, located along State Road A1A (North Atlantic Boulevard) from Bayshore Drive (M.P. 2.64) to Riomar Street (M.P.2.71) for Specialty Pavers. Permit No. 08-K-491-0132, the Capri at Fort Lauderdale Beach. 11/26/08.

Dated: November 26, 2008

November 26, 2008

Mr. Jerry Dean
District IV Permits Coordinator
Florida Department of Transportation
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309

## RE: The Capri at Ft. Lauderdale Beach Permit \# 08K-491-0132

Dear Mr. Dean:
The above referenced permit project in the City of Fort Lauderdale, Florida is located along State Road AlA/North Atlantic Boulevard between Riomar Street and Bayshore Drive. Pursuant to the Maintenance Memorandum of Agreement ("MMOA"), the City of Fort Lauderdale will be responsible for maintenance of the special pavers proposed to be constructed within the Project Area in accordance with the MMOA.*

According to the approved plans dated $11 / 21 / 2008$, the Permit will impact the western portion of State Road AlA between Riomar Street and Bayshore Drive (the "Project Area"). The Project Area is located within the limits of an existing MMOA approved by Resolution Number 07-252, adopted December 4, 2007.

If you have any questions, please feel free to contact me.

## Sincerely,



Peter R. Partington, P.E.

## City Engineer

FBGEHAT
DEC -2008

*For purposes of reference only, the developer, Capri Hotel, LLC, and its successors or assigns, of the project referenced above is constructing the improvements and has assumed in writing the City's maintenance obligations associated with the improvements in accordance with that Declaration of Maintenance recorded in OR. Book 45762, page 1396 of the public records of . Broward County, which declaration City is the party required to enforce its terms.


[^0]:    S:TTransportation Development\PMUPALLandscape ArchitectureไAGREEMENTSU2 JPA\FORT LAUDERDALE\SRA1A_JPA_(FY12-

[^1]:    3:Transportation DevelopmentPMTPALLandscape Architecturelagreements 2 JPAlFORT LAUDERDALEISRAIA_JPA_(FY12-
    13)UPA_FtLaud_SRA1A12-31-12.doc

[^2]:    S:ITransportation DevelopmentPMMPALLandscape ArchitectureLAGREEMENTS 1 MOAIFT LAUDERDALEINCLUSIVE FT LAUDERDALE SR AIALAMENDMENT 5\AMENDMENT_5_12-31-12.doc

[^3]:    S:Viransportation DevelopmentPMIPALLandscape ArchitectureiAGREEMENTS 11 MOAUFT LAUDERDALEXINCLUSIVE FT ©AUDERDALE SR AIAIAMENDMENT 5\AMENDMENT_5_12-31-12.doc

