

**ASSUMPTION OF LIABILITY AND  
HOLD HARMLESS AGREEMENT**

THIS ASSUMPTION OF LIABILITY AND HOLD HARMLESS AGREEMENT (the "Assumption Agreement") is entered into this \_\_\_\_ day of \_\_\_\_\_, 2014, by and between:

**GDC BROWARD RB, LLC**, a Delaware limited liability company, its successors and assigns, hereinafter "GDC BROWARD"

and

**CITY OF FORT LAUDERDALE**, a municipal corporation of the State of Florida having a principal address at 100 North Andrews Avenue, Fort Lauderdale, FL 33301 (hereinafter "CITY").

**RECITALS**

WHEREAS, GDC Broward is the developer of Riverbend Marketplace Project ("Riverbend") located at adjacent to Broward Boulevard and legally described in Exhibit "A" attached hereto (the "Property"); and

WHEREAS, GDC Broward seeks to install certain landscape improvements (the "Improvements") as described in the Agreement defined below between Mile Posts 4.63 and Mile Posts 4.89 within the right of way of State Road 842 also known as Broward Boulevard (the "Improvement Area"); and

WHEREAS, GDC Broward is the fee simple owner of all real property located between Mile Posts 4.63 and Mile Posts 4.89; and

WHEREAS, the Improvements are of substantial benefit to Riverbend Marketplace; and

WHEREAS, State Road 842 is under the jurisdiction of the State of Florida Department of Transportation ("FDOT"); and

WHEREAS, as a condition to installing the Improvements, FDOT requires the City to assume responsibility to install and maintain the Improvements; and

WHEREAS, the terms and conditions are set forth in the State of Florida Department of Transportation District Four Landscape Maintenance Memorandum of Agreement (the "Agreement") which is attached hereto and incorporated herein as Exhibit "B"; and

WHEREAS, as a condition to executing the Agreement, GDC Broward shall agree to assume all liability, obligations and responsibility under the Agreement and agree to indemnify

and hold harmless the City from any and all liability under the Agreement unless otherwise provided for herein ; and

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

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

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

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

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

*Effective Date* means the effective date of this Assumption Agreement, which shall be the date upon which both (i) this Agreement is executed by the proper corporate officials for GDC Broward and the City and (ii) the Agreement is executed by FDOT and the City.

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

**3. Compliance and Default.** GDC Broward agrees to assume any and all liability and responsibility for performance under the Agreement except that GDC Broward shall not be liable for improvements made by adjacent property owners in the right of way as set for in Section 7 of the Agreement, unless GDC Broward consents to such improvements. Further, except for the obligations in Section 7 of the Agreement, GDC Broward hereby agrees to abide by and comply with each and every term and condition set forth in the Agreement and failure to so comply shall constitute a default under this Assumption Agreement. Any acts or omissions by GDC Broward or GDC Broward's contractors, agents or employees that are not in compliance with the terms

and conditions of the Agreement shall constitute a default under this Assumption Agreement. The Agreement is incorporated into this Assumption Agreement as if fully set forth herein.

#### **4. Indemnification and Hold Harmless.**

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

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

**5. Insurance.** At all times during the term of the Agreement and this Assumption Agreement, GDC Broward, at its expense, shall keep or cause to be kept in effect the insurance coverages set forth in the Agreement, including without limitation the insurance coverages required in Paragraph 10 of the Agreement, and GDC Broward shall cause such coverage to be extended to CITY as an additional insured and shall furthermore provide Certificates of Insurance to CITY at least fourteen (14) days prior to the commencement of the Agreement and annually thereafter on the anniversary date of the policies.

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

(a) Except as may otherwise be expressly provided herein, it is agreed that upon termination of the Agreement, in whole or in part, GDC Broward shall remove all or any part of the Improvements in accordance with the terms and conditions of the Agreement, and GDC Broward shall restore the right of way to conditions acceptable to FDOT as to the roadway and

conditions acceptable to the CITY as to the sidewalk area and any impacted public utilities. Such removal and restoration shall be at GDC Broward's sole cost and expense. In the event GDC Broward fails to begin to remove all or any part of the Improvements contemplated herein with thirty (30) days after written demand by FDOT or CITY, the CITY is hereby authorized to remove such Improvements that interfere with the easement rights or the public's use of dedicated rights-of-way and restore the right of way to conditions acceptable to FDOT as to the roadway and conditions acceptable to the CITY as to the sidewalk area and any impacted public utilities, and all reasonable costs associated with the removal and restoration thereof shall be fully reimbursed by GDC Broward.

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

**7. Remedy.** In the event the GDC Broward fails to perform or violates any of the terms or conditions of the Agreement or this Assumption Agreement or is in breach or default in any term or condition thereof ("Event of Default"), the City shall notify GDC Broward of the specific failure or violation of this Assumption Agreement or the Agreement in writing and GDC Broward shall thereafter have the same period to cure the default as provided in the Agreement. Upon failure to cure or expiration of the cure period, the City has the right 1) to take any equitable action to enforce the terms and conditions of the Agreement or this Assumption Agreement, it being stipulated by the parties that since the Agreement and this Assumption Agreement deals with the right to use public easements and rights-of-way of FDOT or CITY owned or dedicated lands used for a governmental purpose, a violation or breach of any term or condition of the Agreement or this Assumption Agreement constitutes an irreparable injury to the public and CITY for which there is no adequate remedy at law or 2) take such curative action that was required to be taken by the GDC Broward under the Agreement and the cost and expense incurred in CITY's curative actions shall be passed on to and owed by GDC Broward, in which case GDC Broward shall be liable for payment to CITY for all reasonable and necessary costs and expenses incurred by CITY in connection with the performance of the action or actions. GDC Broward shall reimburse CITY within thirty (30) days following written demand for payment thereof. Interest shall accrue on the unpaid amount at the rate of twelve percent

(12%) per annum simple interest but in no event shall interest exceed the highest amount allowed by Florida law. If a dispute arises as to the need for, or amount due to the CITY for repairs or maintenance undertaken by CITY in accordance with the Agreement or Assumption Agreement, and such dispute is not resolved within thirty days (30) days after the date that CITY makes the written demand for payment, GDC Broward shall pay to CITY the undisputed amount and shall provide CITY with a bond or other security acceptable to CITY for the disputed amount pending a resolution of the dispute by negotiation or litigation. If GDC Broward does not make the payments required under this Section within the thirty (30) day period set forth herein, then CITY shall have a right to record a Claim of Lien against the Property, which Lien may be either (a) for the total amount of the fines, including all subsections thereunder, or (b) for all reasonable and necessary costs and expenses of any cure undertaken by CITY in accordance with this Section, the cost of any interim insurance policy as provided herein, and reasonable attorneys' fees and costs associated therewith. The Lien shall be effective upon the recording of a Claim of Lien in the Public Records of Broward County, Florida, which Claim of Lien shall state all amounts due and owing to CITY. The Lien may be foreclosed by CITY in the same manner as provided by law for foreclosure of mortgage liens. The Lien shall continue until payment to CITY of the amounts set forth in the Lien (at which time CITY shall record a satisfaction of such lien). In addition to the Lien, CITY shall have all other rights and remedies granted to it at law or in equity for GDC Broward's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. CITY shall have all other rights and remedies granted to it at law or in equity for GDC Broward's failure to pay the fines owed or reimburse CITY for curative actions taken by CITY. The remedies found within this Section are cumulative. The exercise of one does not preclude the exercise of any other remedy.

**8. Emergencies.** If an emergency situation arises with respect to the Agreement or the Assumption Agreement where the Improvement Area or any condition thereof presents an imminent threat to the health or safety of Persons or property, the CITY shall make reasonable efforts to provide telephone and fax or email notice to GDC Broward's Contact Person. If, following that notice, GDC Broward fails to take timely action to correct the emergency situation, and allowing the emergency situation to continue would pose an imminent threat to health or safety to Persons or property, CITY may undertake such limited actions as are necessary to eliminate the emergency; and CITY shall be entitled to recover its reasonable costs of cure or resolve the emergency from GDC Broward in accordance with provisions hereof. For the purposes of this Paragraph, GDC Broward Contact Person shall be **Ken Harris, Construction Coordinator**, telephone number **954-302-5900**; and e-mail address: **ken@gatlinc.com**. In the event the GDC Broward's Contact Person or any other information pertaining to the GDC Broward's Contact Person shall change, such change shall be provided to the CITY Engineer in writing.

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

**10. Notices.**

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

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

AS TO CITY:           City Manager  
                          City Fort Lauderdale  
                          100 North Andrews Avenue  
                          Fort Lauderdale, FL 33301

With copy to:        City Attorney  
                          City of Fort Lauderdale  
                          100 North Andrews Avenue  
                          Fort Lauderdale, FL 33301

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

AS TO GDC BROWARD:

Gatlin Development Co., Inc.  
888 E. Las Olas Boulevard, Suite 600  
Fort Lauderdale, Florida 33301  
Attn: Loren K. Van Der Slik, President

With a copy to:     Gatlin Development Co., Inc.  
                          888 E. Las Olas Boulevard, Suite 600  
                          Fort Lauderdale, Florida 33301  
                          Attn: Chad Williard, General Counsel

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

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

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

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

**14. Successors.** This Assumption Agreement shall be binding on and inure to the benefit of the parties, their successors and assigns.

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

**16. Third Party Beneficiaries.** The parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Assumption Agreement. None of the parties intend to directly or substantially benefit a third party by this Agreement. The parties agree that there are no third party beneficiaries to this

Agreement and that no third party shall be entitled to assert a claim against any of the parties based on this Agreement. Nothing herein shall be construed as consent by any agency or political subdivision of the State of Florida to be sued by third parties in any manner arising out of any contract.

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

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

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

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

**21. Governing Law.** This Assumption Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Assumption Agreement and any action involving the enforcement or interpretation of any rights hereunder, shall be brought exclusively in the state courts of the Seventeenth Judicial Circuit in Broward County, Florida, and venue for litigation arising out of this Assumption Agreement shall be exclusively in such state courts, forsaking any other jurisdiction which either party may claim by virtue of its residency or other jurisdictional device. **By entering into this Assumption Agreement, City and GDC Broward hereby expressly waive any rights either party may have to a trial by jury of any civil litigation related to the Agreement or this Assumption Agreement or any acts or omissions in relation thereto.**

**22. Recording.** This Assumption Agreement shall be recorded in the Public Records of Broward County, Florida, the costs of which shall be borne by GDC Broward and shall constitute a covenant which shall run with the land. CITY shall record this Assumption



Agreement and a copy of the recorded Assumption Agreement shall be provided to GDC Broward and filed with the CITY Clerk's Office.

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

**24. Assignment.** GDC Broward shall not assign this Assumption Agreement without City's written consent in its sole discretion.

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

**26. Reservation of Rights.** The City reserves the right to require GDC Broward to execute, deliver and record a separate Revocable License or Maintenance Agreement in favor the City, in form and substance acceptable to the City.

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

IN WITNESS WHEREOF, the undersigned does hereby warrant that they are authorized to enter into this Assumption Agreement by GDC BROWARD RB, LLC, a Delaware limited liability company and the CITY OF FORT LAUDERDALE, and we have hereunto set our hands and seals this \_\_\_ day of \_\_\_\_\_, 2014.

GDC BROWARD RB, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
Franklin C. Gatlin, III, President

STATE OF FLORIDA     )  
  )SS  
COUNTY OF BROWARD )

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2014, by Franklin C. Gatlin, III, as President of GDC Boward RB, LLC, a Delaware limited liability company, who is known to me or who has produced \_\_\_\_\_, as identification.

\_\_\_\_\_  
NOTARY PUBLIC

Type or Print Name

Commission No. \_\_\_\_\_

My Commission Expires:

**AS TO CITY:**

**WITNESSES:**

\_\_\_\_\_

[Witness type or print name]

\_\_\_\_\_

[Witness type or print name]

(CORPORATE SEAL)

**CITY OF FORT LAUDERDALE**

By \_\_\_\_\_  
John P. "Jack" Seiler, Mayor

By \_\_\_\_\_  
Lee R. Feldman, City Manager

**ATTEST:**

\_\_\_\_\_  
Jonda Joseph, City Clerk

Approved as to form:

\_\_\_\_\_  
Lynn Solomon  
Assistant City Attorney

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2014, by **John P. "Jack" Seiler**, Mayor of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

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

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

My Commission Expires:

\_\_\_\_\_  
Commission Number

STATE OF FLORIDA:  
COUNTY OF BROWARD:

The foregoing instrument was acknowledged before me this \_\_\_\_\_, 2014, by **Lee R. Feldman**, City Manager of the City of Fort Lauderdale, a municipal corporation of Florida. He is personally known to me and did not take an oath.

(SEAL)

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

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

My Commission Expires:

\_\_\_\_\_  
Commission Number

Exhibit A

Legal Description of the Property

Tract A, Riverbend Marketplace, according to the Plat thereof, as recorded in Plat Book 181, Page 111, Public Records of Broward County, Florida.

Exhibit "B"

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 9<sup>th</sup> Avenue, Ft. Lauderdale, FL 33309 (954) 776-4300, a twenty-four (24) hour telephone number and the name of a responsible person that the DEPARTMENT may contact. The AGENCY shall notify the local maintenance office forty-eight (48) hours prior to the start of the landscape improvements.
- (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



pursuant to Section 7, by periodic mowing, pruning, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, irrigation system repair and/ or repair of any median concrete replacement associated with specialty surfacing (if applicable) following the DEPARTMENT'S landscape safety and maintenance guidelines, Exhibit "C", the Maintenance Plan. The AGENCY'S responsibility for maintenance shall include all landscaped, turfed and hardscape areas on the sidewalk or within the medians and areas outside the travelway to the right of way and/or areas within the travelway containing specialty surfacing. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard travelway surfacing (if applicable) on DEPARTMENT right of way within the limits of this Agreement.

- B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to properly water and fertilize all plant materials; to keep them as free as practicable from disease and harmful insects; to properly mulch the planting beds; to keep the premises free of weeds; to mow the turf to the proper height; to properly prune all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage, permitted outdoor advertising signs per Florida Statute 479.106 and for those using the roadway and/or sidewalk; (3) preventing any other potential roadway hazards. *Plant materials* shall be those items which would be scientifically classified as plants and including trees, palms, shrubs, groundcover and turf. To maintain also means to remove or replace dead or diseased plant materials in their entirety, or to remove or replace those that fall below original project standards. Palms shall be kept fruit free year round. To maintain also means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. To maintain also means to keep the non standard hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. All plants removed for whatever reason shall be replaced by plants of the same species type, size, and grade as specified in the original plans and specifications. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.
- C. If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the travelway to maintain these improvements, all costs associated with the utilities associated for the landscape improvements including, but not limited to any impact and/or connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining AGENCY'S responsibility.

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

- D. The maintenance functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding, repayment, reworking or agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

#### 4. NOTICE OF MAINTENANCE DEFICIENCIES

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

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

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

AGENCY

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

By: \_\_\_\_\_  
Chairperson/Mayor/Manager

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

Attest: \_\_\_\_\_ (SEAL)  
Clerk

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

Legal Review \_\_\_\_\_ Date \_\_\_\_\_

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

**SECTION No.:** 8600600  
**Permit No. (s):** 2014-L-491-0002  
**COUNTY:** Broward  
**S.R. No.:** 842

**EXHIBIT A**

**LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES**

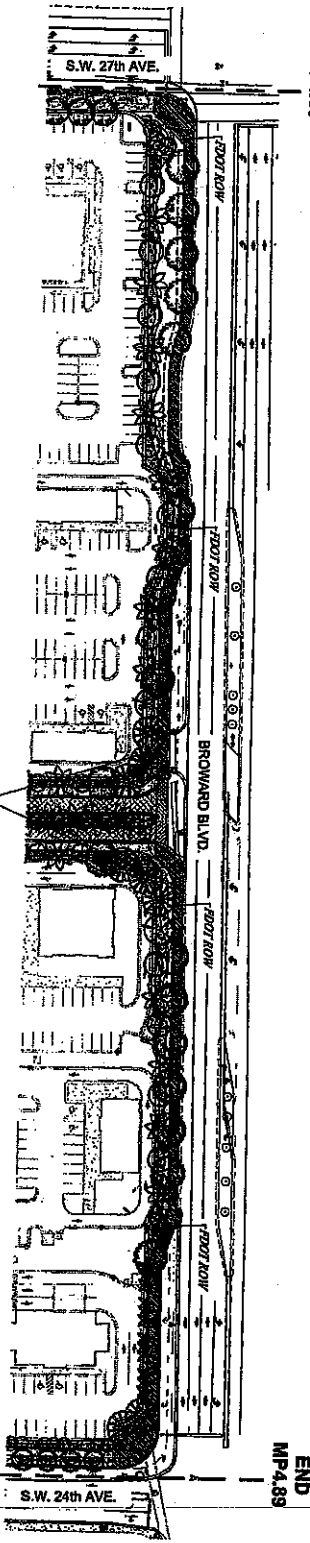
**I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:**

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" = 500'



<b>MOA</b> <small>Map 1411</small>	<small>MOA Map</small> <b>Riverbend</b> <small>Gatlin Development Company          Fort Lauderdale, Florida</small>	<small>Revision Dates</small>	<small>Scale</small>	<small>HUGH JOHNSON          PLA #2000257</small>	
	<small>Project Description</small> MOA Map	<small>MOA Map</small>	<small>Prepared By</small> HUGH JOHNSON PLA #2000257	<small>Architectural Alliance</small> ARCHITECTURE LANDSCAPE ARCHITECTURE LAND PLANNING INTERIOR DESIGN ENVIRONMENTAL PLANNING	<small>Architectural Alliance</small> 1000 N. UNIVERSITY BLVD., SUITE 1000, FT. LAUDERDALE, FLORIDA 33309 TEL: (954) 575-1100 FAX: (954) 575-1101

**SECTION No.:** 8600600  
**Permit No. (s):** 2014-L-491-0002  
**COUNTY:** Broward  
**S.R. No.:** 842

**EXHIBIT B**

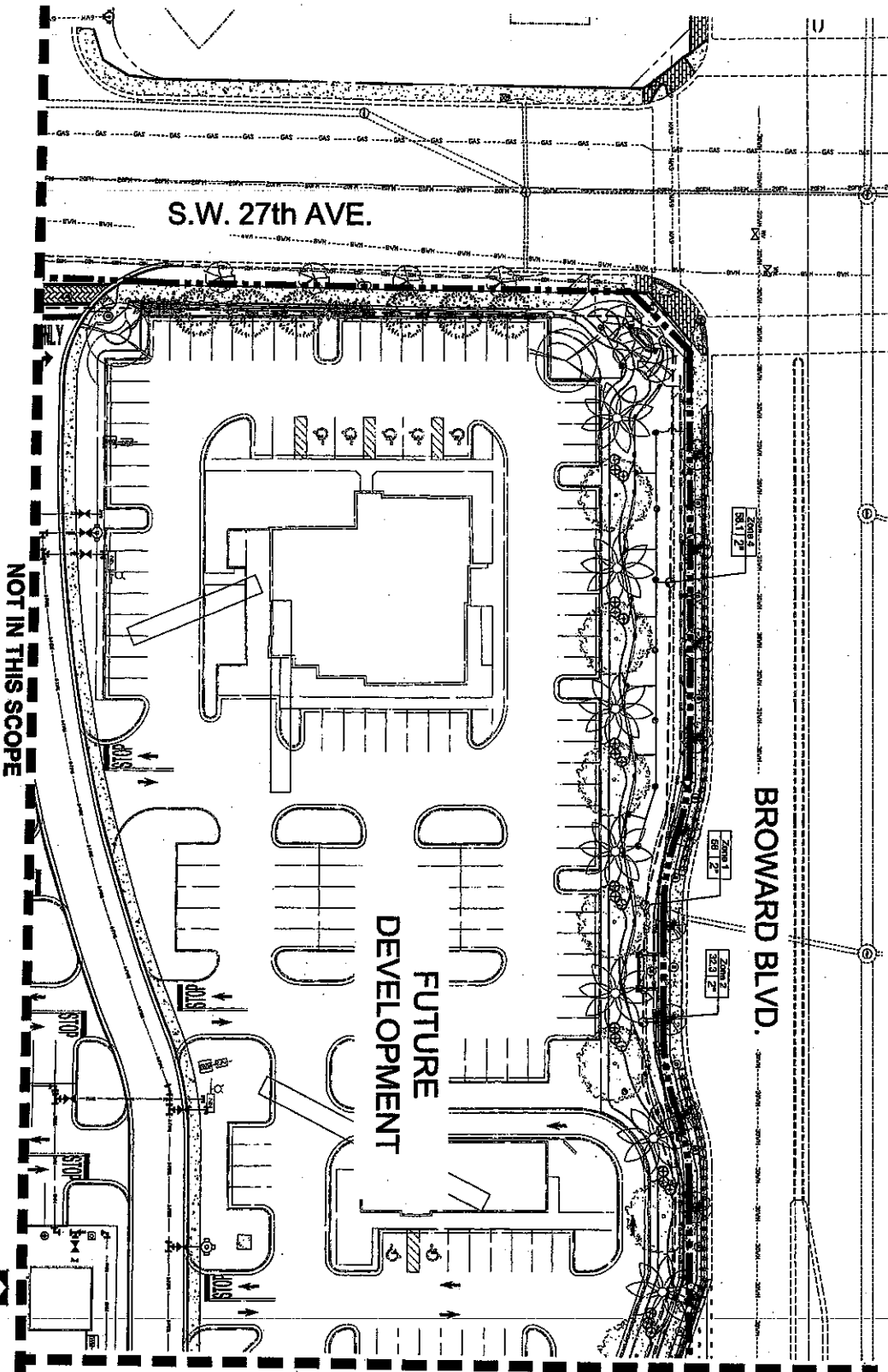
**LANDSCAPE IMPROVEMENT PLANS**

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

Please see attached plans prepared by: 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

S.W. 27th AVE.

BROWARD BLVD.

FUTURE DEVELOPMENT

MATCH LINE SHEET IR-1 TO IR-2

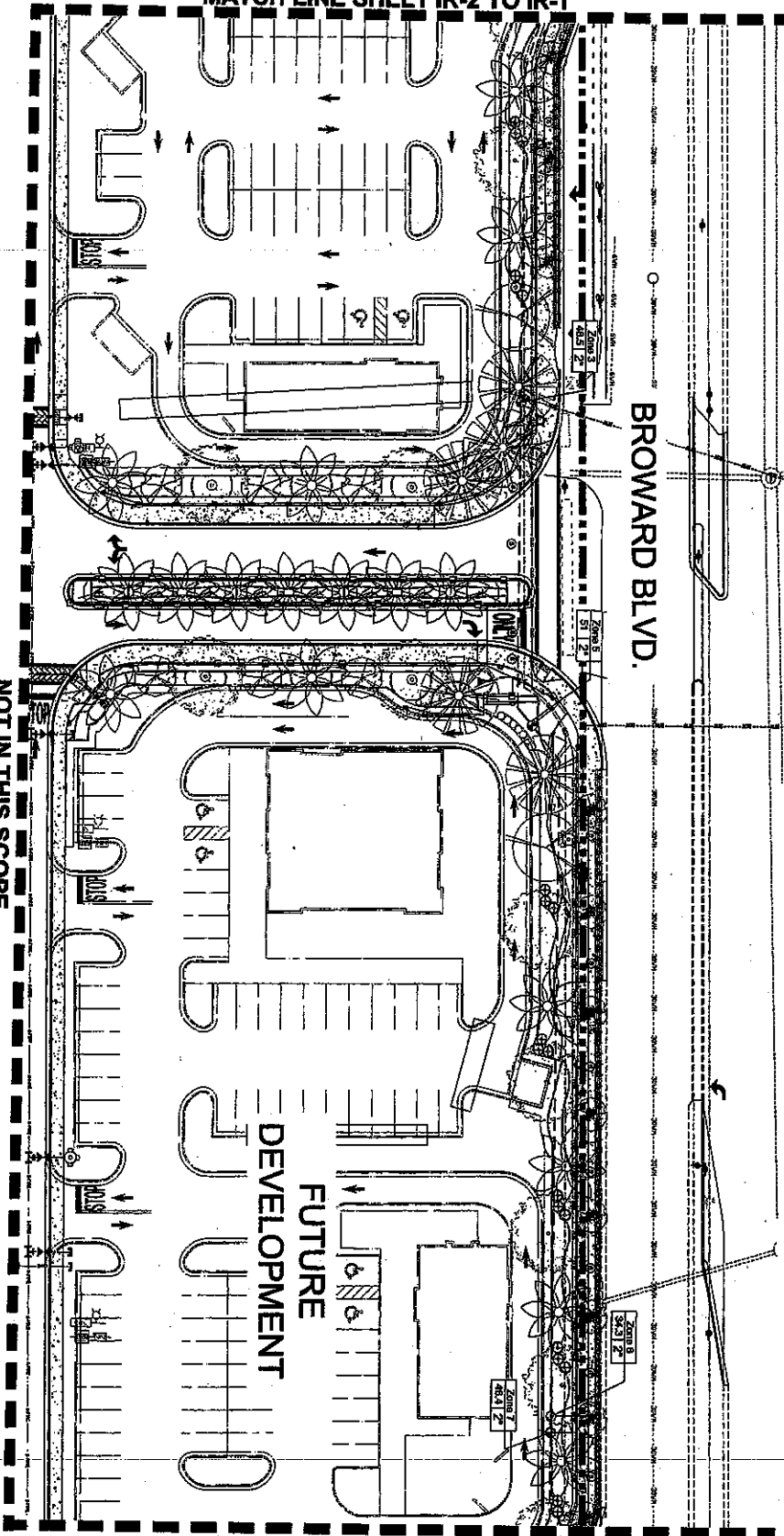
SCALE: 1" = 20'-0"

<p>IR-1 Sheet 1 of 4</p>	<p>Project Name 1520</p>	<p>Project Number 1520-14-03</p>	<p>Revision Dates</p>	<p>ARCHITECTURE LANDSCAPE ARCHITECTURE LAND PLANNING INTERIOR DESIGN GOVERNMENTAL PROGRAMMING <b>ARCHITECTURAL ALLIANCE</b></p>	<p>IR-1 Riverbend Gatlin Development Company Fort Lauderdale, Florida</p>
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MATCH LINE SHEET IR-2 TO IR-1

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


NOT IN THIS SCOPE

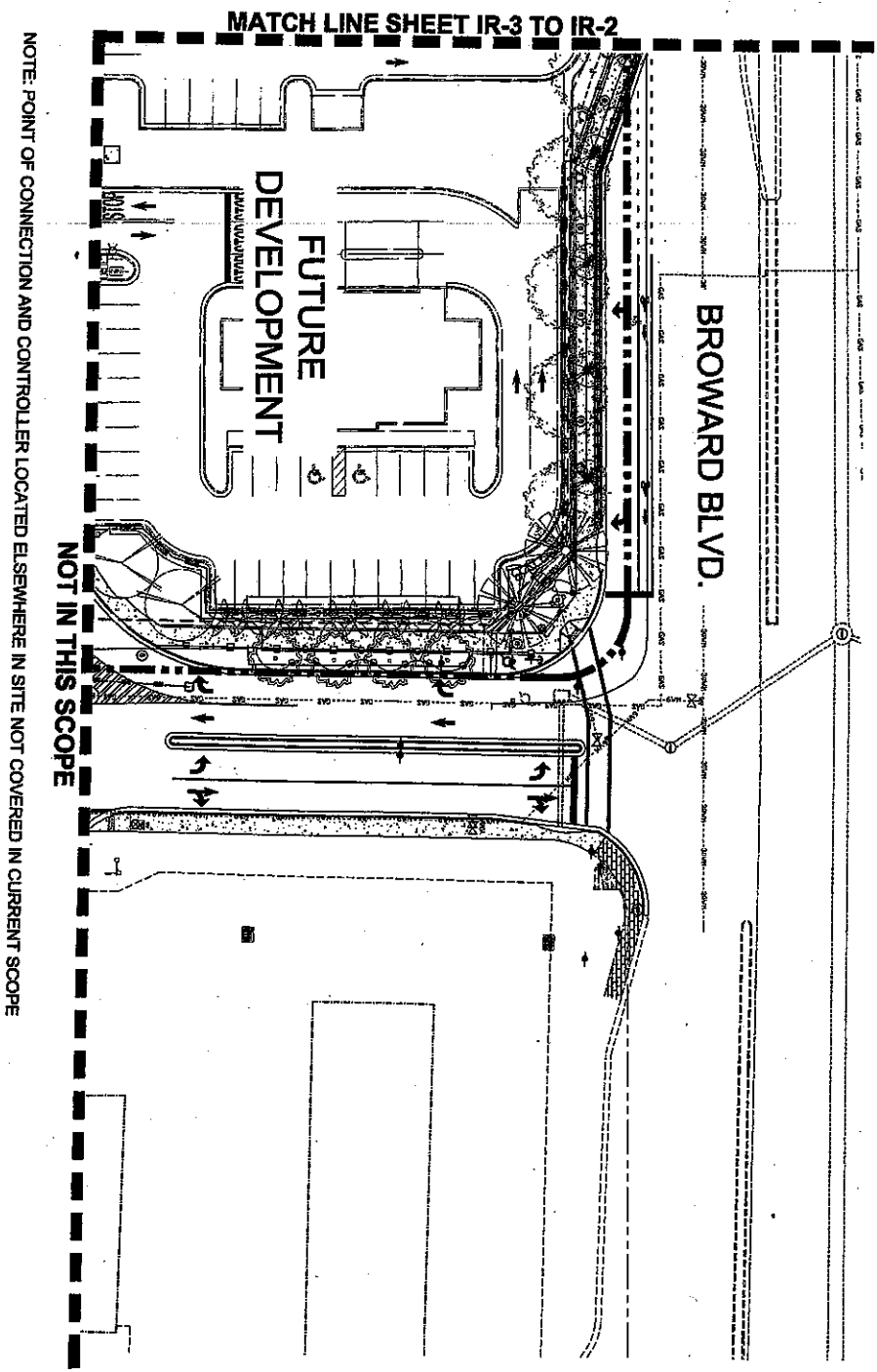


MATCH LINE SHEET IR-2 TO IR-3

SCALE: 1" = 20'-0"



<b>IR-2</b> <small>Sheet 2 of 4</small>	Revision Details 	 <b>ARCHITECTURAL ALLIANCE</b> <small>REGISTERED PROFESSIONAL ARCHITECTS &amp; LANDSCAPE ARCHITECTS</small>
	Irrigation Plan <b>Riverbend</b> Gallin Development Company Fort Lauderdale, Florida	
Drawing Date 05-16-13	Drawing Title 1203	ARCHITECTURE LANDSCAPE ARCHITECTURE LEAD PLANNING INTERIOR DESIGN GOVERNMENTAL PROCESSING



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

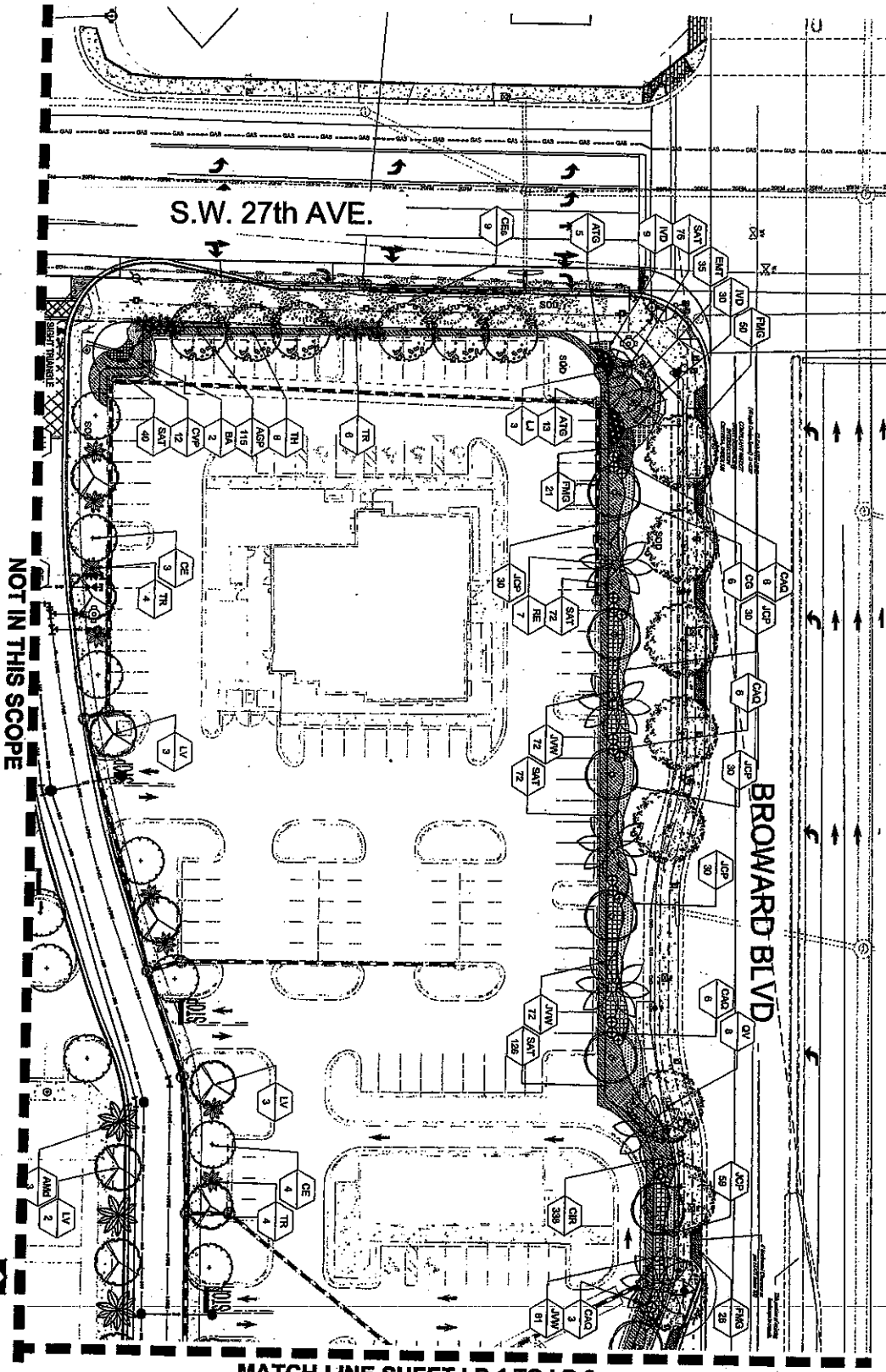
BROWARD BLVD.

FUTURE DEVELOPMENT

SCALE: 1" = 20'-0"

Sheet <b>IR-3</b> Sheet 2 of 4	Drawing Number 1423	Project Number 1423	Revision Date  	Project Name <b>Irrigation Plan</b> <b>Riverbend</b> Gallin Development Company Fort Lauderdale, Florida	ARCHITECTURE LANDSCAPE ARCHITECTURE LAND PLANNING INTERIOR DESIGN GOVERNMENTAL PROGRAMS <b>ARCHITECTURAL ALLIANCE</b> <small>10150 FORTY-NINE WAY PALM BEACH GARDENS, FLORIDA 33410-4000          TEL: (561) 864-1100 FAX: (561) 864-1101 E-MAIL: ALLIANCE@A-ALLIANCE.COM</small>
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NOT IN THIS SCOPE

S.W. 27th AVE.

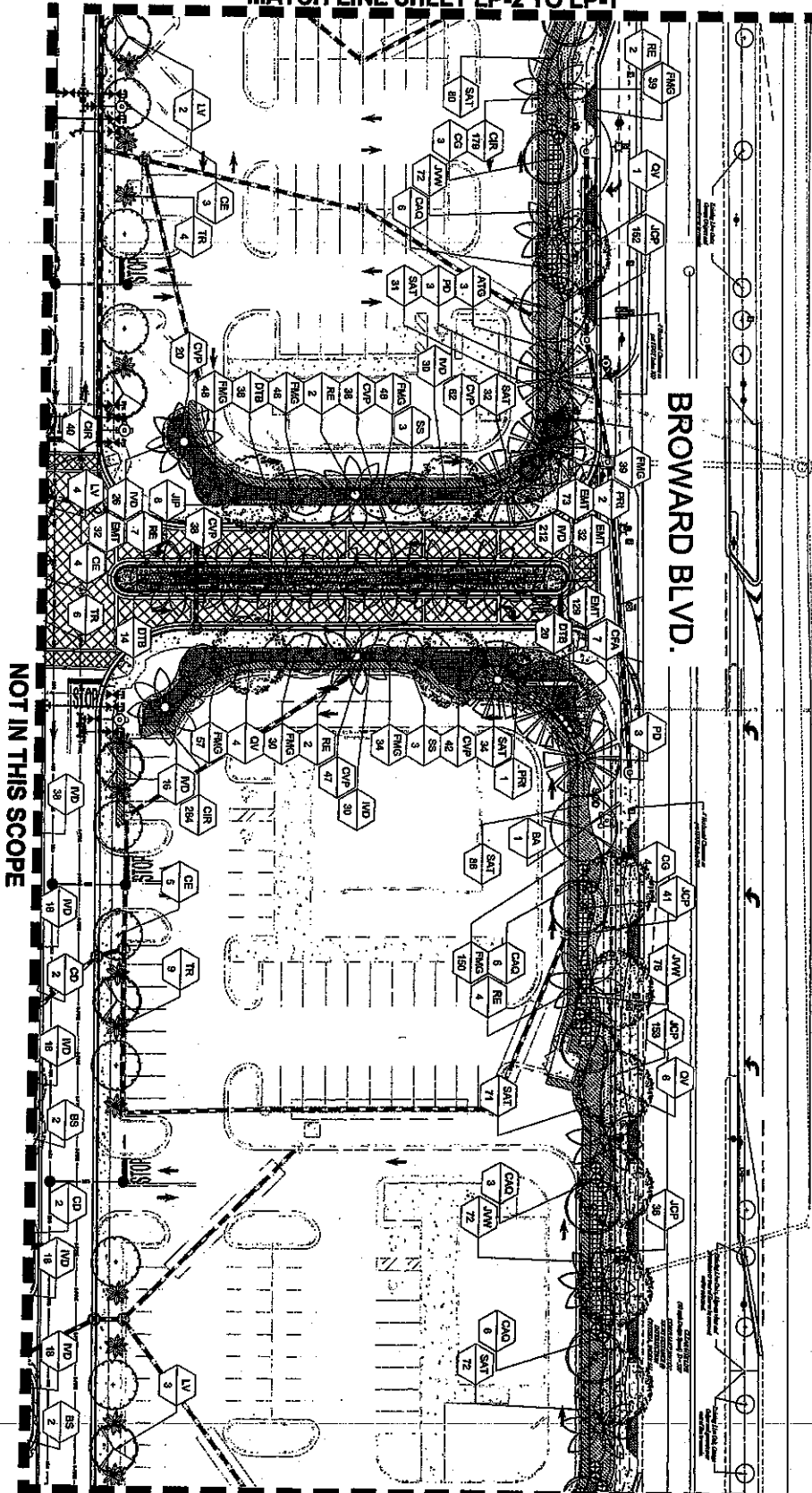
BROWARD BLVD

MATCH LINE SHEET LP-1 TO LP-2

SCALE: 1" = 20'-0"

LP-1 <small>Sheet 1 of 4</small>	Project Name: <b>Riverbend</b> Gatlin Development Company Fort Lauderdale, Florida	Revision Date: 7/21/14 By: [Signature] Title: [Title]	ARCHITECTURAL ALLIANCE ARCHITECTURE LANDSCAPE ARCHITECTURE LAND PLANNING INTERIOR DESIGN GOVERNMENTAL ADDRESSING
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MATCH LINE SHEET LP-2 TO LP-1



BROWARD BLVD.

NOT IN THIS SCOPE

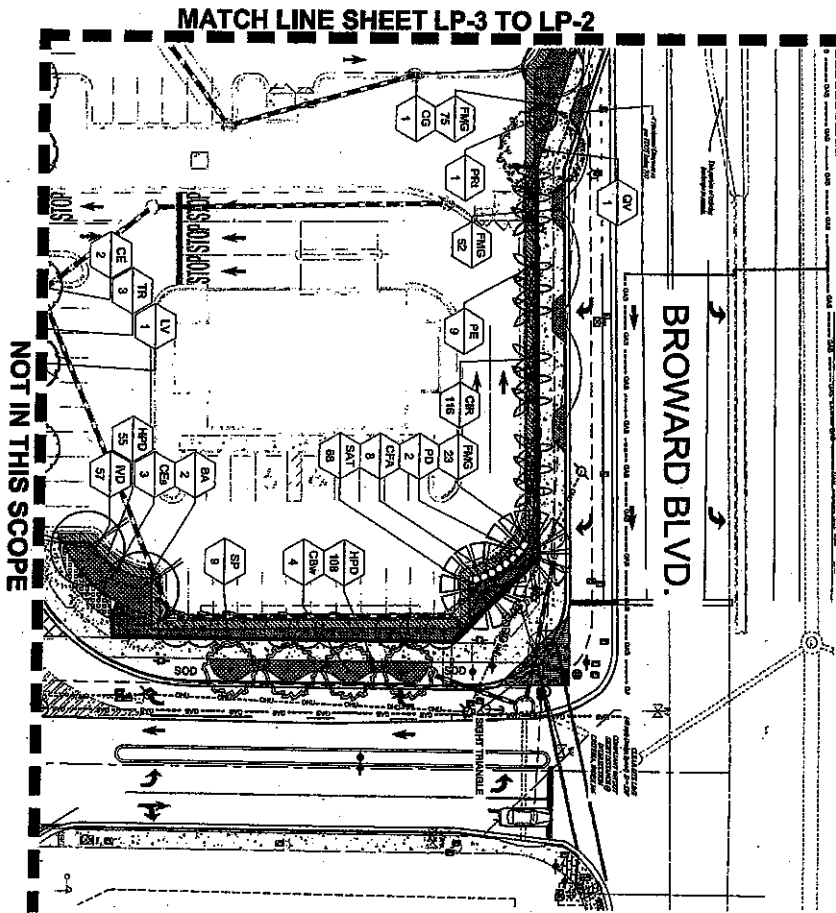
MATCH LINE SHEET LP-2 TO LP-3

SCALE: 1" = 20'-0"



<b>LP-2</b> <small>Sheet 13 of 14</small>	Project Number 1234	Revision Dates  	ARCHITECTURE LANDSCAPE ARCHITECTURE LAND PLANNING INTERIOR DESIGN GOVERNMENTAL PROCESSING <b>ARCHITECTURAL ALLIANCE</b> <small>10101 W. UNIVERSITY BLVD., SUITE 200, FT. LAUDERDALE, FL 33408-3800          TEL: 352-433-8800 FAX: 352-433-8801 EMAIL: info@architecturalalliance.com</small>
	Client Name Gatlin Development Company Fort Lauderdale, Florida	Date 05-14-13 Designer 1234	Project Location Fort Lauderdale, Florida





SCALE: 1" = 20'-0"



<b>LP-3</b> <small>SHEET 13/14</small>	Drawing Number LP-3	Project Number 123	Revision Date 7/21/14	2014 FDOT Comments 2014 City Comments	HUGY JOHNSON 2014000027 	<p>           ARCHITECTS            LANDSCAPE ARCHITECTURE            LEAD PLANNERS            INTERIOR DESIGN            ENVIRONMENTAL PADESIGNS  <b>ARCHITECTURAL ALLIANCE</b> </p>
	Client Name Gatlin Development Company	Project Name Riverbend	Location Fort Lauderdale, Florida	Date 7/21/14	Project Location Fort Lauderdale, Florida	

These drawings have been developed to comply with the current versions of FDOT specifications and design standard drawings.

Design Standards and specifications:  
2014 Florida Department of Transportation Design Standards, and 2014 Standard Specifications for Road and Bridge Construction, Section 850 Landscape Installation, and any other applicable updates.

NOTES:

GENERAL PLANTING REQUIREMENTS

All trees shown on this plan are to be installed in landscape planters. All trees are to be installed in landscape planters. All trees are to be installed in landscape planters. All trees are to be installed in landscape planters.

All plant material shall be planted in landscape planters that conform to the following specifications:  
1. All trees shall be planted in landscape planters that conform to the following specifications.

All trees shall be planted in landscape planters that conform to the following specifications:  
2. All trees shall be planted in landscape planters that conform to the following specifications.

All trees shall be planted in landscape planters that conform to the following specifications:  
3. All trees shall be planted in landscape planters that conform to the following specifications.

All trees shall be planted in landscape planters that conform to the following specifications:  
4. All trees shall be planted in landscape planters that conform to the following specifications.

All trees shall be planted in landscape planters that conform to the following specifications:  
5. All trees shall be planted in landscape planters that conform to the following specifications.

All trees shall be planted in landscape planters that conform to the following specifications:  
6. All trees shall be planted in landscape planters that conform to the following specifications.

All trees shall be planted in landscape planters that conform to the following specifications:  
7. All trees shall be planted in landscape planters that conform to the following specifications.

All trees shall be planted in landscape planters that conform to the following specifications:  
8. All trees shall be planted in landscape planters that conform to the following specifications.

All trees shall be planted in landscape planters that conform to the following specifications:  
9. All trees shall be planted in landscape planters that conform to the following specifications.

All trees shall be planted in landscape planters that conform to the following specifications:  
10. All trees shall be planted in landscape planters that conform to the following specifications.

ADDITIONAL INSTRUCTIONS

Reference to the design standard drawings and specifications for landscape planters.  
Consult the design standard drawings and specifications for landscape planters.

Consult the design standard drawings and specifications for landscape planters.  
Consult the design standard drawings and specifications for landscape planters.

Consult the design standard drawings and specifications for landscape planters.  
Consult the design standard drawings and specifications for landscape planters.

PLANT LIST

Table with 4 columns: Code, Species, Quantity, and Remarks. Lists various plant species like BA, CB, and CA with their respective quantities and remarks.

ACCENT/ SENSIBLY / GROUND COVERS

Table with 4 columns: Code, Species, Quantity, and Remarks. Lists ground cover species like SD, SD, and SD with their respective quantities and remarks.

Table with 4 columns: Code, Species, Quantity, and Remarks. Lists additional ground cover species like SD, SD, and SD with their respective quantities and remarks.

Landscape installed in the SR 942 / Broward Blvd. right of way shall be installed in accordance with FDOT Standard Specifications 940.

Landscape installed in the SR 942 / Broward Blvd. right of way shall be installed in accordance with FDOT Standard 940.



FIG. 1208B GRT-27

ARCHITECTURAL ALLIANCE logo and contact information: Architecture, Landscape Architecture, Land Planning, Interior Design, Governmental Programing.

Plant List, Notes, and Details for Riverbend. Gatlin Development Company, Fort Lauderdale, Florida.

Revision table with columns: No., Date, Description. Shows revision 1 dated 7/21/14.

Project information: Project Name: 1251, Project Number: 1251, Drawing Name: LP-4, Sheet 4 of 4.

**SECTION No.:** 8600600  
**Permit No. (s):** 2014-L-491-0002  
**COUNTY:** Broward  
**S.R. No.:** 842

**EXHIBIT C**

**MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS**

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

Please see attached

## **MAINTENANCE PLAN**

### **Landscape Improvements**

**Project State Road No:** 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

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

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: *FDOT 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.

### **MAINTENANCE OF TRAFFIC CONTROL**

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

### **VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA)**

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

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

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

The Green Island Ficus groundcover should be maintained at a height of 23", and should be allowed to reach its full potential through its natural growth habit.

## REFERENCES

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

Accessible Sidewalk (ADA)

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

Americans with Disabilities Act (ADA) (ADAAG)

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

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

<http://webstore.ansi.org>

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

<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/](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.shtml>

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](http://www.MyFloridaBeautiful.com)

Florida Department of Transportation, *Maintenance Rating Program Handbook*

<http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtml>

Florida Department of Transportation Outdoor Advertising Database

<http://www2.dot.state.fl.us/rightofway/>

Florida Exotic Pest Plant Council Invasive Plant Lists

<http://www.fleppc.org/list/list.htm>

Florida Irrigation Society

<http://www.fisstate.org>

Florida Power and Light (FPL), *Plant the Right Tree in the Right Place*

[http://www.fpl.com/residential/trees/right\\_tree\\_right\\_place.shtml](http://www.fpl.com/residential/trees/right_tree_right_place.shtml)

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](http://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>