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

THIS AGREEMENT, entered into this $\qquad$ day of $\qquad$ 20 $\qquad$ 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, 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 435710-1-7801 for landscape improvements in the City of Fort Lauderdale, Florida, State Road A1A from (N. Atlantic Boulevard (M.P. 4.456) to Oakland Park Boulevard (M.P. 5.382) Fort Lauderdale, Florida, herein after referred to as the Project. Refer to Exhibit "A" for a detailed Scope of Services and Exhibit " B " 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. $\qquad$ 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. 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 Two Hundred Thirty Nine Thousand Dollars Ninety Six Dollars and no cents $(\$ 239,096.00)$. The DEPARTMENT agrees to pay one
hundred percent $(100 \%)$ of the total actual cost of the Project, up to a maximum amount of hundred percent ( $100 \%$ ) of the total actual cost of the Project, up to a maximum amount of One Hundred Thousand Dollars and No Cents $(\$ 100,000.00$ ) 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) This Agreement and Exhibit "C", attached hereto and made a part hereof shall act to supersede the requirements of PARTICIPANT to secure a separate DEPARTMENT permit. The DEPARTMENT shall retain any rights in relation to the PARTICIPANT as if it has issued a permit.

## 7) The PARTICIPANT 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 Participant 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 EVerify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
8) 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 (2015), as amended unless otherwise approved by the DEPARTMENT in writing.

Construction Engineering Inspection (CEI) services will be provided at the PARTICIPANT'S 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. The PARTICIPANT is hereby precluded from having the same consultant firm providing design services.
9) The PARTICIPANT is obligated to fulfill all of its obligations as set forth in this Agreement and to commence construction of the Project within six (6) months of the execution of this Agreement by all parties
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, 2016, whichever occurs first. The DEPARTMENT and PARTICIPANT may agree to extend this Agreement in writing. The PARTICIPANT shall delegate signature authority for the PARTICIPANT to City Manager.
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 "D" Deliverables, attached hereto and a made apart hereof. The PARTICIPANT will need DEPARTMENT approval if deviating from these deliverables and the Landscape Plans as shown in Exhibit "B" when approved by the DEPARTMENT.

The PARTICIPANT will be reimbursed for actual expenses incurred during the Agreement time period that are directly related to the installation of landscape and irrigation 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 who will be responsible for inspection and acceptance of the landscape improvements contemplated in this Agreement.
13) Upon completion and authorized by this Agreement, the PARTICIPANT shall notify the DEPARTMENT in writing of the completion; and for all design work that originally required certification by a Registered Landscape Architect, this notification shall contain a Landscape Architect's Certification of Compliance, signed and sealed by a Registered Landscape Architect. The certification shall state that work has been completed in compliance with the Project construction plans and specifications. If any deviations per paragraph number 12 are found from the approved plans, the certification shall include a list of all deviations along with an explanation that justifies the reason to accept each deviation."
14) The PARTICIPANT shall agree to maintain all landscape improvements at its sole cost and expense and in accordance with the terms of the Landscape Maintenance Memorandum of Agreement attached hereto and made a part hereof as Exhibit "E".
15) 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 may not be paid.
16) 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.
17) Invoices shall be submitted quarterly by the PARTICIPANT in detail sufficient for a proper preaudit and post-audit thereof, based on the quantifiable, measurable and verifiable units of deliverables as established in 12) above and Exhibit "D". Deliverables must be received and accepted in writing by the DEPARTMENT'S Project Manager prior to payments.
18) Supporting documentation must establish that the deliverables 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.
19) 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.
20) 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.
21) A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for Participant's contractors 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.
22) 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.
23) 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."
24) 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 liability.
25) In a contract executed between the PARTICIPANT and one or more contractors arising out of this Agreement, such contract shall state that:

To the fullest extent permitted by law the PARTICIPANT contractor shall indemnify and hold harmless the PARTICIPANT, the State of Florida, Department of Transportation, and its officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of contractor and persons employed or utilized by contractor in the performance of this Contract.

This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and PARTICIPANT'S sovereign immunity.

In a contract executed between the PARTICIPANT and one or more consultants arising out of this Agreement, such contract shall state that:

To the fullest extent permitted by law, the PARTICIPANT'S consultant shall indemnify and hold harmless the PARTICIPANT, the State of Florida, Department of Transportation, and its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney fees to the extent caused, in whole or in part, by the professional negligence, error or omission, recklessness, or intentional wrongful conduct of the consultant or persons employed or utilized by the consultant in the performance of the Agreement.
This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and PARTICIPANT'S sovereign immunity.
26) 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.
27) 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 Landscape Maintenance Memorandum of Agreement between the DEPARTMENT and the PARTICIPANT which is included as Exhibit "E". 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.
28) 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:
State of Florida Department of Transportation 3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attention: Elisabeth A. Hassett, R.L.A.
FDOT District IV Landscape Architect
A second copy to: Office of the General Counsel

If to the PARTICIPANT:
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301
City Manager
With a Copy to: City Attorney
29. LIST OF EXHIBITS

Exhibit A: Scope of Services
Exhibit B: Project Plans
Exhibit ©: Permit Requirements
Exhibit D: Deliverables
Exhibit E: Landscape Maintenance Memorandum of Agreement

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 $\qquad$ hereto attached.

WITNESSES:
[Witness type/print name]

Witness type/print name]

## CITY OF FORT LAUDERDALE

> John P. "Jack" Seiler, Mayor

Lee R. Feldman, City Manager

ATTEST:

Jonda K. Joseph, City Clerk

## APPROVED AS TO FORM:

$\overline{\text { Cole J. Copertino, Assistant City Attorney }}$

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By:
Director of Transportation Development

Attest: $\qquad$ (SEAL)
Executive Secretary

Legal Review Date

Office of the General Counsel

## EXHIBIT A

## SCOPE OF SERVICES

The PARTICIPANT (City of Fort Lauderdale) agrees to make certain landscape improvements on State Road A1A from (N. Atlantic Boulevard) (M.P. 4.456) to Oakland Park Boulevard (M.P. 5.382) Fort Lauderdale, Florida, and will subsequently furnish, construct, and inspect the landscape as shown in the plans and specifications prepared by Michael D. Conner, RLA, January 14, 2015. Work on the plans, "to be done by others", or "not in this project" shall not be performed under this agreement and shall not be reimbursed, nor is permission to perform this work on State right of way granted. 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 500 ft . view zone for permitted outdoor advertising signs per Florida Statutes 479.106.
(d) Landscape 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) If there is a need to restrict the normal flow of traffic it shall be done in accordance with the Maintenance of Traffic Plan (see Exhibit " $\mathrm{B}^{\prime \prime}$ ), 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.
(h) The PARTICIPANT shall be responsible to clear all utilities within the Project limits.

## EXHIBIT B

## PROJECT PLANS

Please see attached plans prepared by:
Michael D. Conner, RLA, Calvin, Giordano and Associates Inc.
and
Dated: January 14, 2015

## STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

## CONTRACT PLANS

FINANCIAL PROJECT ID：435710－1－78－01

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INDEX OF LANDSCAPE PLANS
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    26-42 LANDSCAPE PLAN
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    62 TRAFFLC CONTROL PLAN
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GOVERNING STANDARDS AND SPECIICATIONS:


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For the Standard Spsciflcations for Road and Bridge Construction
cllck on the "Specificallons" Inink at the following wosp stite:
AIA DESIGN SPEED: ЗSMPH
MAINTAINING AGENCY: CITY OF FT, LAUDERDALE



BROWARD COUNTY (33062/33308)
STATE ROAD NO. A1A
LANDSCAPE PLANS
S.R. A1A

FROM NORTH ATLANTIC BLVD．（M．P．4．456）TO


NOTE：THE SCALE OF THESE PLANS MAY HAVE CHANGED DUE TO REPRODUCTION．


ARCHIEET OF RECORD：MICHAEL CONNER，R．LA





## TABULATION OF QUANTITIES／PLANT SCHEDULE

| TEMYTEM． | PAY | sум | GOTANICAL MAME | common mame | $\underset{\substack{\text { INSTALIED } \\ \text { EIIE }}}{\text { and }}$ | MAXIMUMAMAINTANEDSIZE | SPACING | matwe | DROUSHT TOLERANT | UNIT | Shert mumbers |  |  |  |  |  |  |  | $\begin{aligned} & \text { TOTAL } \\ & \text { FOR EHEETS } \\ & 25 \text { TO } 28 \end{aligned}$ |  | GRAND TOTAL |  |
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|  |  |  |  |  |  |  |  |  |  |  | 25 |  | 26 |  | 27 |  | $2{ }^{26}$ |  |  |  |  |  |
| N／A | N／A | CNG | Cocos nucifera \Greern Malayar | Coconut Palm | 12－16 c．w． |  | AS MOTED |  |  |  | PLAN | FINAL | PLAN | FINAL | PLAN | FIINAL | PLAN | FiNAL | PLAN | FINAL | PLAN | FINAL |
| N／A | N／${ }^{-}$ | PES | Ptyschoaperma elegans | Soluare Paim－Single | $\frac{12-14 . C . T .}{}$ | NVA | AS NOTED |  |  | EA |  |  |  |  | 3 |  |  |  | 3. |  | 36 |  |
| N／A | N／A | VMM | Vetichia montacrieryana | Montgomery Palm | 12－14t． |  |  |  |  | EA． |  |  | 5 |  |  |  |  |  | 5 |  | 13 |  |
|  |  |  |  |  | 12－14． | NA． | ASNOTED |  |  | EA． |  |  |  |  |  |  |  |  |  |  | 10 |  |
| N／A | N／A | ABC | Aechnea blanchetana＇Dean＇ | ＇Dean＇Bromeliads |  | 36＇ HE ， | 24＂0，${ }^{\circ}$ |  |  | EA． |  |  |  |  |  |  |  |  |  |  |  |  |
| N／A | N／A | ACB | Neoregela＇orange crusti＇ | Orange crush bromeliad | 3 Gal， $15^{\text {P }}$ He，$\times 15$ |  | 24＇0．C． |  |  | EA． |  |  | ${ }_{5} 5$ |  | 68 |  | 27 |  | 61 |  | 986 |  |
| N／A | N／ | CES | Conocarpus erectus＇Sencius＇ | Silver Butionwaod |  | $48^{8} \mathrm{HIL}$ ． | $18 \mathrm{OC}$. | Yes． | Yes | EA． |  |  |  |  | ${ }_{6} 6$ |  | 45 |  | ${ }^{223}$ |  | 972 |  |
| N／A | N／A | FMG | Fuas microcarpa＂Green Island＇ | Green Island Ficus | 3 Gal．， $15^{\text {a }}$ tht．$\times 15$ | 24＇Ht， | 24．OC． |  |  | EA． |  |  |  |  | 80 |  | 45 |  | ${ }_{185} 8$ |  | 1，051 |  |
| NA | N／A | TDF | Tmpsacum flomdanum | Dwarf Fakahatchee Graso |  | $48^{\text {r }} \mathrm{Ht}$ ． | 42＇0．C． | Yes | Yes | EA． |  |  |  |  |  |  |  |  | 19 |  | 1，730 |  |
| N／ | N／A | JUN． | Juniperus chnrensis＇parsonu＇ | Parson＇s Junlyer |  | $15^{2} \mathrm{Ht}$ ． | 18 O．C． |  |  | EA． |  |  | 54 |  | 501 |  | 414 |  | －1，489 |  | $\frac{129}{4,341}$ |  |


| ITEMY PO. | $\mathrm{P}_{\text {Pav }}^{\text {Slize }}$ | SYM | BOTANICAL NAME | COIMMON NAME | INETALLED <br> ST2E | $\begin{array}{\|c\|c\|} \text { Maximuma } \\ \text { MAUIITAINEED } \\ \text { SIZE } \end{array}$ | SPACING | native | OROUGHT TCLERANT | UNIT | Sheet numbers |  |  |  |  |  |  |  | $\begin{aligned} & \text { TOTAL } \\ & \text { FOR SHEETS } \\ & 2 \text { TO TO } \end{aligned}$ |  | GRAND TOTAL |  |
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|  |  |  |  |  |  |  |  |  |  |  | 29 |  | ${ }^{30}$ |  | 31 |  | 32 |  |  |  |  |  |
| N／A | N／A | CNG | Cocos nucifera＇Green Malavan | Caconut Palm |  |  |  |  |  |  | PLAN | FIMAL | PLAN | FMAL | PLAN | FNAL | PLAN | FINAL | PLAN | FINAL | PLAN | FINAL |
| N／A | N／A | PES | Ptyschosperma，elegans | Solitare Paim－5ingle | $\frac{12.14 .}{12 . C T}$ | NA | AS NOTE |  |  | EA． |  |  |  |  | ${ }^{8}$ |  | 2 |  | 10 |  | 36 |  |
| N／A | N／A | VMM | Veltchia montgomeryana | Montgomery Falm | 12＇．14＇ $4^{\prime}$ C．I． | NA | AS NOTED |  |  | EA， |  |  |  |  |  |  |  |  |  |  | 13 |  |
|  |  |  |  |  |  |  |  |  |  | EA | 3 |  |  |  |  |  |  |  | 3 |  | 10 |  |
| N／A | N／A | ABO | Aechntea blanchetrana＂Dean＇ | Dean＇Bromelads | 36al， 18 ＇ritel5 |  | $24^{\circ} \mathrm{O}, \mathrm{C}$. |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| N／ | N／A | ACB | Neooregelia＇orange crush＇ | Orange orush bromeliad | 3Gal，15＇HEXI5 | $18^{\text {＂}} \mathrm{Ht}$ | $24^{\circ} 0 . C$. |  |  | EA． | 130 |  |  |  | 231 |  | 23 |  | 254 |  | 986 |  |
| N／A | N／A | CES | Conocarpus erectus＇＇Sencus＇ | Silver Euttonwood | $3 \mathrm{Gal}, 24^{4} \mathrm{HE}=\mathrm{XI} \mathrm{I}^{8}$ |  | 18．0．C． | Yes | Yes | EA． | ${ }_{84}$ |  |  |  |  |  | 64 30 30 |  | 199 |  | $\frac{972}{1051}$ |  |
| N／A | N／A | FMG | Ficus mucrocarta＇Green Island＇． | Green Isfand ficus | 3Gal．，15＂He．XI ${ }^{\text {a }}$ | $24^{4 \prime \prime} \mathrm{Ht}$ ． | 24＇0．C． | \％s | Yes | EA． | 04 |  |  |  | ${ }_{313}$ |  | ${ }^{30}$ |  | ${ }_{391}^{381}$ |  | 1，051 |  |
| N／A | N／A | TDF | Tripsacumil fion diduum | Dwarf Fakihatchee Gras | $3 \mathrm{Gal}, 24^{4} \mathrm{Ht} \times 24$ | 43＂Hit． | 420．C． | Yes | Yes | EA． |  |  |  |  | 15 |  | ${ }_{15}$ |  | 39 |  | $\frac{1.730}{129}$ |  |
| N／A | N／A | JUN | Junuetus chinensis＇parsomi＇ | Parsor＇s Juniper |  | 15＂Ht． | $18.0 . C$. |  |  | EA． |  |  |  |  |  |  | 454 |  | 454 |  | 4，341 |  |


| $\begin{aligned} & \text { ITEAY NO. } \\ & \text { Prem } \end{aligned}$ | ${ }_{\text {PAY }}^{\text {PIZE }}$ | sym | Botanical mame | coumon name | $\begin{array}{\|c} \text { INSTALLEED } \\ \text { SIRE } \end{array}$ | $\begin{aligned} & \text { MAXIMUM } \\ & \text { WNITALNED } \\ & \text { SZE } \end{aligned}$ | spacing | native | DROUGT tolerant | UNTT | SHEET NuMBERs |  |  |  |  |  |  |  | $\begin{aligned} & \text { TOTAL } \\ & \text { FOR SHEETS } \\ & 33 \text { TO } 38 \end{aligned}$ |  | GRAND TOTAL |  |
| :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: | :---: |
|  |  |  |  |  |  |  |  |  |  |  | 33 |  | 34 |  | 35 |  | 36 |  |  |  |  |  |
| N／ | N／A | CNG | Cocas nucifera＇Green Malayan | Coconut Pa！m | 12－IG＇G．W． | N／A | AS NOTED |  |  |  | PLAN | FINAL | Plan | FINAL | PLan | FINAL | PLAM | FIMAL | PLAN | FIMAL | PLaN | FIMAL |
| N／A | NA | PES | Ptyschosperma elegans | Solitare Palm－Single | $\frac{1}{12}$ | NVA | AS NOTEC |  |  | EA， |  |  | 3 |  |  |  | 8 |  | 6 |  | 36 |  |
| NA | N／A． | VMM | Veatchaa montgomeryana | Montgomery Palm | 12－14＇C．T． | N／A | AS NOTED |  |  | EA． |  |  |  |  |  |  |  |  | 3 |  | 13 |  |
|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  | 3 |  | 4 |  | 7 |  | 10 |  |
| N／ | N／A | ABO | Aechnea blanchetura Dean＇ | Dean＇Bromelards | 3 Gall． $18^{18} \mathrm{Ht} \times \mathrm{XI5}$ | 36． Ht | $24^{\prime}$ O．C． |  |  | EA． |  |  |  |  |  |  | 129 |  |  |  |  |  |
| N／A | N／A | ACB | Neoregela＇orange crush＇ | Orange crush bromeliad | 3Gal．，15＂HE：XI5 | $18^{48} \mathrm{Ht}$ ． | $24^{10} 0 . C$. |  |  | EA． |  |  | 130 |  | 98 |  | 128 |  | ${ }_{398}^{129}$ |  | $\frac{986}{972}$ |  |
| N／A． | N／A | CES | Conocarpus erectus＇Sencus＇ | Silver Buttoriwood | 3 Gal．， $24^{4} \mathrm{Ht}$ ，X 18 ， | $48^{4} \mathrm{Ht}$ ． | $18^{6}$ O．C． | res | Yes | EA． |  |  |  |  | \％ |  | 168 |  | ${ }^{396}$ |  |  |  |
| NA | NA | FMG | Ficus microcarpa＇Green Island＇ | Green island Ficus | $3 \mathrm{Gal}, \mathrm{I} 5^{\prime \prime} \mathrm{HEX}$ | $24^{4} \mathrm{Ht}$ ． | 24＊O．C． |  |  | EA． |  |  |  |  |  |  | $\frac{184}{}$ |  | 19010 |  | 1，051 |  |
| N／A | N／A | TDF | Tripsacum flondanum | Dwarf Fakzhatchee Grass | $3 \mathrm{Gal}, 24^{\circ} \mathrm{Hb} \times 24^{4}$ | $48^{\text {c }} \mathrm{Ht}$ ． | $42^{\circ} \mathrm{OC}$, | Yes | Yes | EA． |  |  |  |  |  |  |  |  | 34 |  | 1.730 |  |
| N／A | NA | JUN | Jumperus chinensis＇parsomu＇ | Parsor＇s Juniper |  | $15^{4} \mathrm{Ht}$. | $10^{\circ} \mathrm{O}, \mathrm{C}$ |  |  | EA． | 112 |  | 602 |  | 501 |  | 451 |  | ${ }_{1.1568}^{16}$ |  | 1293 |  |


| REMSICNS |  |  |  | LWbowe momaro |
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## IRRIGATION / WATERING NOTES:

GENERAI:
CONTRACTOR SHALL VERIP CONDITION OF THE ENTRE EXISTING IRRIGATION SYSTEM(G), AND REPAR AN BROKEN VALVES, PIPES, OR OTHER EOUIIPMENT NECESSARY FOR THE OPERATION AND AUTOMATIC WTHIN MEDIANSRR.O.W. IN WHICH THE SYGTEM WAS ORUGINALLY DESIGNED TO WATER.
2. CONTRACTOR SHAL REPLACE ALL EXESTING HEADS WTH NEW $12{ }^{2}$ POP-UPS, AS SPECIFIED IN SCHEDULE. COSSIBLE, NEW NOZZLES WLL BE REQUIRED FOR LOCATIONS PREVIOUSLY COVERED BY PAVERS. IRRIGATION LATERALS WTHIN EXISTING PAVER AREAS TO BE REMOVED) WLL REOUIRE RETROFITING BY THE NEW SPRAY BODIES AND NOZZLES TO FULIY WATER AL ANDSCAPE AREAS.
3. REPAR OF ANY DAMAGE TO THE EXISTING IRRIGATION STIEM IS HE RESPONSIBXUTY F THE CONTRACTO O REPAIR AT HISHER EXPENSE.
4. CONTRACTOR SHALI COORDINATE WITH CITY OF FT MARK ALMY 954 -82B-5EG9) PRIOR TO THE
INSTALLATION OF ANY IREJGATION EQUPMENT.
5. IRRIGATION FLANS ARE SCHEMATIC IN NATURE, CONTRACTOR SHAL NSTAL ALL PIPE AND SPRA coverage.
6. INSTALLATION OF LATERALS AROUND EXISTING TREES SHALL BE DUG BY HAND. EXTREME CARE MUST BE USED TO PREVENT DAMAGE TO THE ROOT SYSTEM OF
EXISTING TREES. ROOTS LARGER THAN Z-I/Z' SH NOT BE CUT, SOH BENEATH THE ROOT SHALL BE CAREFULY EXCAVATED IN ORDER TO PASS ANY LATERAL BENEATH THE ROOT. SOIL SHALL BE BACK WASHED INOCKESE FROM FORMING.
7. CONTRACTOR SHALL USE PVC SCH 40 OR PVC CLASS 200 PIPE WTH MEW PVC SCH4O FITTMGS. ALL OTHERMSE SPECIFILED
B. CONTRACTOR SHALL COORDINATE CLOCNICONTROLLER SETTINGS WITH THE CTY OF TT. LAUDERDAIE PARE WRITEN SCHEDILLE AS WELL AS PROVIDE THEM WITH AN AS-BLULT DRAMNG SHOWNG LOCATIONS OF ZONES, ATERALS V VALVES (EXISTING AND NEW CONNECTED TO ANT ZONE REPAIREO OR INSTALED AND LABELED IN SCHEDULE.
9. IF IIS NOT POSSIBLE TO PROVIDE AUTOMATLC IRRIGATION TO AMY OF THE NEW OR RELOCATED PALMS TREES, CONTAC TE SHALL RON SSTEM IS FUNCTIONAL:




















## TRAFFIC CONTROL PLAN - GENERAL NDTES

4. traffic shall be maintained in accordance with latest fidt design standard INDEX GOA SERIES, MUTCD 2009 AND PROJECT PLANS
5. THE REGULATIRY SPEED LIMIT FIR SR. AIA/M, ICEAN GLVD. TURING CDNSTRUCTIGN SHALL be maintained at the existing posted speed limit of 35 mph
6. Existing siens shall be maintaineit at all times unless dtherwise directed ar THE PRIJECT ADMINISTRATIR
7. the contractar shall provide a et hdur emergency contact name and number
8. TRaffic and travel vays shall nit be altered by the contractor til create a vork zone UNTIL ALL LABDR AND MATERIALS ARE AVALLABLE FOR THE CDNSTRUCTIDN IF THAT PARTTCLLAR AREA

9. FuLl time florida certified mat supervisar shall se an site when contractar is warking AND SHALL BE IN CALL FIR EMERGENCIES WHEN THE CINTRACTIR IS NDT WIRKING, CIPY DF HIS/HER

 current certificatinn shall became part af project file.

WDRK IN MEDIAN
 HURRICANE IR OTHER CATASTRIPHIC EVENT AND SHALL REMAIN DPEN FIR THE DURATIZN IF THE EVACLATIN LR EVENT AS MRECTED EY THE ENGINEER.
8. WDRK ZINE MAINLINE LANE CLOSURE Time REstrictions
nIRMAL WIRK halirs will be limited to manday thrdugh friday fram 9100 AM TD $4,00 \mathrm{PM}$.

Lane closure will be limited to either the lane adjacent ta the median
IR THE DUTSIDE BUT NIT BOTH AT ANY GIVEN TLME.
no lane closure are permitted dn hilidays.
9. AT THE DISCRETIDN OF THE ENGINERR, IF A LANE CLISSING CALSES EXTENDED CDNGESTIDN THE CZNTRACTIR SHALL BE BIRECTED TO RELPEN THE CLUSED LANE(S) UNTIL SUCH TIME as traffic flew has returned to an acceptaile level.
10. THE CONTRACTUR SHALL NOT STORE MATERIALS OR ERUIPMENT WITHiN THE CLEAR ZINE IURING CONSTRUCIID ACTIVITY PERIID, THE CINTRACTDR SHALL LIMIT THE STIRAGE IF MATERIAL AN (

1. arrows in traffic contral plan dendte the directidn df traffic anly and monat REFLECT PAVEMENT MARKINGS.


## EXHIBIT C

## PERMIT REQUIREMENTS

1. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual ("PPM") Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the DEPARTMENT Traffic Engineering Manual. The PARTICIPANT will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the PARTICIPANT shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The PARTICIPANT shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.
2. The PARTICIPANT shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The PARTICIPANT shall notify the DEPARTMENT should construction be suspended for more than 5 working days. The DEPARTMENT contact person for construction is Vikrant Srivastava, located at 5548 N.W. 9th Avenue, Fort Lauderdale, Florida 33309, Telephone number (954)958-7657, Email address Vikrant.srivastava@dot.state.fl.us.
3. The PARTICIPANT shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the project in accordance with the latest edition of the DEPARTMENT Standard Specifications, section 102. The PARTICIPANT is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the DEPARTMENT Design Standards, Index 600 series. Any MOT plan developed by the PARTICIPANT that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.
4. The PARTICIPANT shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.
5. The PARTICIPANT will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.
6. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this Agreement shall become the property of the DEPARTMENT.

Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the PARTICIPANT, except as may otherwise be provided in separate agreements. The PARTICIPANT shall not acquire any right, title, interest or estate in DEPARTMENT right of way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this Agreement including, but not limited to, the PARTICIPANT's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.
7. The PARTICIPANT shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.
8. The PARTICIPANT shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection PARTICIPANT, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.
9. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the PARTICIPANT. The PARTICIPANT shall bear all construction delay costs incurred by the DEPARTMENT.
10. The PARTICIPANT shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.
11. The PARTICIPANT will be solely responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.
12. The PARTICIPANT will be required to maintain the Project until final acceptance by the DEPARTMENT. The acceptance procedure will include a final "walk-through" by PARTICIPANT and DEPARTMENT personnel. Upon completion of construction, the PARTICIPANT will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Submittal of the final as-built plans shall include one complete set of the signed and sealed plans on $11^{\prime \prime} \times 17^{\prime \prime}$ plan sheets and an electronic copy prepared in Portable Document Format (PDF). Prior to the termination of this Agreement, the PARTICIPANT shall remove its presence, including, but not limited to, all of the PARTICIPANT's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT right of way disturbed or otherwise altered by the Project to substantially the same condition that existed immediately prior to the commencement of the Project.
13. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the PARTICIPANT. The PARTICIPANT shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the PARTICIPANT and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the PARTICIPANT fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the PARTICIPANT with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the PARTICIPANT 's sole cost and expense, without DEPARTMENT liability to the PARTICIPANT for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the PARTICIPANT with an invoice for the costs incurred by the DEPARTMENT and the PARTICIPANT shall pay the invoice within thirty (30) days of the date of the invoice.
14. The PARTICIPANT shall implement best management practices for erosion and pollution control to prevent violation of state water quality standards. The PARTICIPANT shall be responsible for the correction of any erosion, shoaling, or water quality problems that result from the construction of the Project.
15. Portable Traffic Monitoring Site (PTMS) or a Telemetry Traffic Monitoring Site (TTMS) may exist within the vicinity of your proposed work. It is the responsibility of the PARTICIPANT to locate and avoid damage to these sites. If a PTMS or TTMS is encountered during construction, the Planning and Environmental Management Office (PL\&EM) must be contacted immediately at 954-777-4601.
16. During construction, highest priority must be given to pedestrian safety. If permission is granted to temporarily close a sidewalk, it should be done with the express condition that an alternate route will be provided, and shall continuously maintain pedestrian features to meet Americans Disability Act (ADA) standards.
17. Restricted hours of operation will be from 9:00am to $3: 30 \mathrm{pm}$, (Monday-Friday), unless otherwise approved by the Operations Engineer, or designee.
18. Lane closures on the state road system must be coordinated with the Public Information Office at least two weeks prior to the closure. The contact information for the DEPARTMENT's Public Information Office is:

Barbara Kelleher
Florida Department of Transportation Public Information Office
3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309
954-777-4090

# EXHIBIT D <br> DELIVERABLES 

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

## PLEASE SEE ATTACHED

## DELIVERABLES:

## S.R. A1A . Florida Highway Beautlifcation Council Grant <br> FPID \# 435710-1-78-01 <br> Date: January 14, 2015

| Hem | Description | Oty. |
| :---: | :---: | :---: |
| 1. Coconut Palm, 'Green Malayan' | 20' - $24^{\prime}$ o.a. ht., 12-16' c.t. | 36 |
| 2. Solitare Palm, Single | 18'-20' o.a. ht., $12^{\prime}-14^{\prime}$ c.t. | 13 |
| 3. Mongomery Palm, Single | 18'-20' 0.a ht., 12'-14' c.t. | 10 |
| 4. 'Dean' Bromeliad | $3 \mathrm{gal} ., 18^{\prime \prime} \mathrm{ht.x} 15^{\prime \prime} \mathrm{spr}, 24^{\text {n o.c. }}$ | 986 |
| 5. 'Orange Cuush' Bromeliad | 3 gal ., $15^{\prime \prime} \mathrm{ht} \times 15^{\prime \prime}$ spr., $24^{\prime \prime}$ o.c. | 972 |
| 6. Silver Buttonwood | $3 \mathrm{gal}, 14^{\prime \prime} \mathrm{ht.x} 18^{\prime \prime}$ spr, $18^{\prime \prime}$ o.c. | 1051 |
| 7. 'Green Island' Ficus | 3 gal ., $15^{\prime \prime} \mathrm{ht.x} 15^{\prime \prime}$ spr., $24^{\prime \prime}$ o.c. | 1730 |
| 8. Dwarf Fakahatchee Grass | $3 \mathrm{gal}, 24 "^{\prime \prime} \mathrm{ht.x} 24^{\prime \prime}$ spr., 42' o.c. | 129 |
| 9. Site Mobilization / General Requirements | Mobilization / General Conditions | 1 |
| 0. MOT | Maintenance of Traffic | 1 |
| 1. Demolition of Existing Paver Planter Areas*th | Demo \& Removal of Pavers/Base (S.Y.) | 417 |
| 2. Removal of Existing Black Olive Trees | 20"-36 "d.b.h. | 12 |
| 3. Removal of Existing Sabal Palms | $20^{\prime}$ - 30' o.a. ht. | 58 |
| 4. Removal of Existing Ligustrum Trees | 10' - 12 ht . | 8 |
| 5. Removal of Existing Silver Buttonwood Trees | $10^{\prime \prime}$ d.b.h. | 2 |
| 6. Relocate Existing Chinese Fan Palm ${ }^{\text {mm* }}$ | 18' - 20' o.a. ht., double | 1 |
| 7. Relocate Existing Sabal Palms *** | $20^{\prime}$ - 30' o.a. ht. | 20 |
| 8. Removal of Existing Grass | Spray and Remove Existing Sod (S.Y.) | 2570 |
| 9. Bed Preparation / Planting Soil | Spread $80 / 20 \mathrm{Mix}$ - 2" Depth (C.Y.) | 275 |
| O. Sprinkler Head Replacements | Replace Existing Sprinkler Heads | 315 |
| 1. Irigation Repairs / Replace Broken Piping | As Needed | 1 |
| 2. 1 Year Warranty and Maintenance of New Plants | Per FDOT Specs. / Per Month | 12 |
| 3. Relocate "Next Signal Ahead" Sign | Move exist, sign 70' in same median | 1 |
| 4. 'Parsons' Juniper |  | 4341 |

[^0]
## EXHIBIT E

## LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

## PLEASE SEE ATTACHED

| SECTION No.(s): | 860500 |
| :--- | :--- |
| S.R. No.(s): | A1A |
| FM No: | $435710-1-78-01$ |
| COUNTY: | BROWARD COUNTY |

## DISTRICT FOUR (4) AMENDMENT NUMBER EIGHT (8) TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION LANDSCAPE INCLUSIVE MEMORANDUM OF AGREEMENT

THIS AMENDMENT Number Eight (8) to the Agreement dated January 31, 2008, made and entered into this day of $\qquad$ 20 $\qquad$ 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.

## WITHNESSETH

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

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

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

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 13 of the Landscape Inclusive Maintenance Memorandum of Agreement for State Road A1A dated January 31, 2008, the DEPARTMENT will allow the AGENCY to construct additional landscape improvements or to modify an improvement located as indicated in Exhibit "A", State Road A1A from North Atlantic Boulevard (M.P. 4.456) to State Road 816 (Oakland Park Boulevard) (M.P. 5.382) in accordance with the plans attached as Exhibit "B".
2. The AGENCY shall agree to maintain the additional landscape improvements in the Agreement described above according the Exhibit "C" Maintenance Plan, attached to this Amendment.
3. The DEPARTMENT intends to enter into a separate contract with the AGENCY to have installed said landscape improvements for an approximate amount as indicated in Exhibit "D" not to exceed \$239,096.00.

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

## LIST OF EXHIBITS

Exhibit A - Landscape Improvements Limits and Maintenance Boundaries and Location
Map
Exhibit B - Landscape Improvement Plans
Exhibit C - Maintenance Plan Landscape Improvements
Exhibit D - Approximate Cost For Landscape Improvements Under Separate Proposed JPA Agreement

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 $\qquad$ hereto attached.

WITNESSES:
CITY OF FORT LAUDERDALE

John P. "Jack" Seiler, Mayor
[Witness type/print name]

Lee R. Feldman, City Manager
[Witness type/print name]

## ATTEST:

Jonda K. Joseph, City Clerk

APPROVED AS TO FORM:
$\overline{\text { Cole J. Copertino, Assistant City Attorney }}$

## STATE OF FLORIDA

 DEPARTMENT OF TRANSPORTATIONBy:
Director of Transportation Development

Attest: $\qquad$ (SEAL) Executive Secretary
Legal Review Date

Office of the General Counsel

| SECTION No.(s): | 860500 |
| :--- | :--- |
| S.R. No.(s): | A1A |
| FM No: | 435710-1-78-01 |
| COUNTY: | BROWARD COUNTY |

## EXHIBIT A

LANDSCAPE IMPROVEMENTS PROJECT LIMITS MAINTENANCE BOUNDARIES LIMITS AND LOCATION MAP

1. LANDSCAPE PROJECT LIMITS:

State Road A1A from North Atlantic Boulevard (M.P. 4.456) to State Road 816 (Oakland Park Boulevard) (M.P. 5.382)
II. INCLUSIVE LANDSCAPE MAINTENANCE AGREEMENT LIMITS:

North Fort Lauderdale Beach Area (Section 86050000)
M.P. 2.039 (South of Poinsettia Street) to M.P. 6.410 (Flamingo Drive)
III. MAINTENANCE BOUNDARY LIMITS MAP:
*All limits of the original agreement and amendments shall apply

Please See Attached

```
SECTION No.(s): 860500
S.R.No.(s): A1A
FM No: 435710-1-78-01
COUNTY: BROWARD COUNTY
```


## 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: Michael D. Conner RLA
Calvin \& Giordano
Date: January 14, 2015
Sheets 0-23 and 25-52

SECTION No.(s): 860500
S.R.No.(s): A1A

FM No:
COUNTY:

435710-1-78-01
BROWARD COUNTY

## EXHIBIT C <br> LANDSCAPE IMPROVEMENT MAINTENANCE PLANS

# MAINTENANCE PLAN Landscape Improvements 

## Project State Road No(s): Project Limits:

## FM No(s):

Maintaining Agency:
RLA of Record: Date:

State Road A1A<br>From North Atlantic Boulevard (M.P. 4.456) to State Road 816 (Oakland Park Boulevard) (M.P. 5.382)<br>435710-1-78-01<br>City of Fort Lauderdale<br>Michael D. Conner (LA0001181)<br>November 5, 2014

## I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

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

## 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 only specific maintenance requirements for the planting design for this project, other than those outlined and specified in Part I, are as follows:

1. The Silver Buttonwood hedge shall be maintained at a maximum height of $48^{\prime \prime}$.
2. The Dwarf Fakahatchee Grass does not need to be pruned or trimmed back. It is located in areas that do not have sight distance restrictions, and therefore can be left natural.
3. Likewise, the 'Dean' Bromeliads should not be pruned or trimmed back. They are located in areas that do not have sight distance restrictions, and therefore can be left natural.
4. Both the 'Orange Crush.' Bromeliads and the 'Parsons' Juniper are located within sight distance restrictions. The 'Orange Crush.' Bromeliads shall be maintained at a maximum height of 18". If an individual plant does get too large then the whole plant shall be removed completely, not just trimmed back. The 'Parsons' Juniper shall be maintained at a maximum height of $15^{n}$.
5. The 'Green Island' Ficus are located in areas that do not have sight distance restrictions, and therefore shall be maintained at a maximum height of $24^{\prime \prime}$.

## REFERENCES

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

## Accessible Sidewalk (ADA)

http://www.access-board.gov/guidelines-and-standards/streets-sidewalks
Americans with Disabilities Act (ADA) (ADAAG)
http://www.ada.gov/2010ADAstandards index.htm
American National Standard Institute, ANSI A300, (Part 1) for Tree Care Operations - Trees, Shrub, and Other Woody Plant Maintenance - Standard Practices (Pruning), available for purchase http://webstore.ansi.org

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, Florida Grades and Standards for Nursery Plants
http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apiary-Inspection/Plant-Inspection\#pubs

Florida Department of Community Affairs (DCA), Florida Board of Building Codes \& Standards, 2010 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A http://www2.iccsafe.org/states/florida codes/

Florida Department of Transportation, FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 544 Landscape Installation
http://www.dot.state.fl.us/rddesign/DS/15/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/15/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/15/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/15/IDx/00700.pdf

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

Table 2.11.5 Horizontal Clearance to Trees
Table 2.11.11 Recoverable Terrain
http://www.dot.state.fl.us/rddesign/PPMManual/2014PPM.shtm
Florida Department of Transportation, FDOT Standard Specifications for Road and Bridge Construction, Section 580 Landscape Installation
http://www.dot.state.fl.us/specificationsoffice/Maintenance/Jul14/Files/SS5800000.doc
http://www.dot.state.fl.us/specificationsoffice/lmplemented/Workbooks/JulWorkbook2014/Files/S P5800000FA.pdf

Florida Department of Transportation, Landscape Architecture Website www.MyFloridaBeautiful.com

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

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

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

Florida Irrigation Society
http://www.fisstate.org
Florida Power and Light (FPL), Plant the Right Tree in the Right Place http://www.fpl.com/residential/trees/right tree right place.shtml

A Guide to Roadside Vegetation Management http://www.dot.state.fl.us/statemaintenanceoffice/DOT\ Final\ (3)Turf\ Management \%20Guide\%20UF.pdf

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

SECTION No.(s): 860500
S.R. No.(s):

A1A
FM No:
435710-1-78-01
COUNTY:
BROWARD COUNTY

## EXHIBIT D

## APPROXIMATE COST FOR LANDSCAPE IMPROVEMENTS UNDER SEPARATE PROPOSED JPA AGREEMENT

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.
\$239,096.00

## COST ESTIMATE: <br> S.R. A1A - Florida Highway Boautifcation Council Grant FPID \# 435710-1-78-01 <br> Date; January 14, 2015

## Hem

1. Coconut Palm, 'Green Malayan'
2. Solitaire Palm, Single
3. Mongomery Palm, Single
4. 'Dean' Bromeliad
5. 'Orange Crush' Bromeliad
6. Silver Buttonwood
7. 'Green Island' Ficus
8. Dwarf Fakahatchee Grass
9. Site Mobllization / General Requirements
10. MOT
11. Demolition of Existing Paver Planter Areas "nn
12. Removal of Existing Black Olive Trees
13. Removal of Existing Sabal Palms
14. Removal of Existing Ligustrum Trees
15. Removal of Existing Silver Buttonwood Trees
16. Relocate Existing Chinese Fan Palm **
17. Relocate Existing Sabal Palms *nt
18. Removal of Existing Grass
19. Bed Preparation / Planting Soil
20. Sprinkler Head Replacements
21. Irigation Repairs / Replace Broken Piping
22. 1 Year Warranty and Maintenance of New Plants

23 Relocate "Next Signal Ahead" Sign
24. Parsons' Juniper

Description

| 20'-24' o.a. ht., 12' - $16^{\prime}$ c.t. | 36 | \$1,200 | \$43,200 |
| :---: | :---: | :---: | :---: |
| 18'-20' o.a. ht., 12' - 14' c.t. | 13 | \$400 | \$5,200 |
| 18'-20' o.a ht., 12 - 14 c.t. | 10 | \$450 | \$4,500 |
| $3 \mathrm{gal}, 18^{\prime \prime} \mathrm{ht} . \times 15^{\prime}$ spr., $24^{\text {a }}$ o.c. | 986 | \$18 | \$17,748 |
| 3gal., 15' ht.x 15" spr, $24^{\prime \prime} 0 . c$. | 972 | \$15 | \$14,580 |
| $3 \mathrm{gal}, 24^{\prime \prime} \mathrm{ht.x} 18^{\prime \prime}$ spr., $18^{\prime \prime}$ o.c. | 1059 | \$8 | \$8,408 |
| $3 \mathrm{gal} ., 15^{\prime \prime} \mathrm{ht.x} \mathbf{1 5}^{\prime \prime} \mathrm{spr} ., 24^{\prime \prime}$ o.c. | 1730 | \$8 | \$13,840 |
| $3 \mathrm{gal}, 24^{\prime \prime} \mathrm{ht.x} 24^{\text {' }}$ spr., 42' o.c. | 129 | \$8 | \$1,092 |
| Mobllization / General Conditions | 1 | \$5,000 | \$5,000 |
| Maintenance of Traffic | 1 | \$7,500 | \$7,500 |
| Demo \& Removal of Pavers/Base (S.Y.) | 417 | \$25 | \$10,425 |
| 20' 36 " d.b.h. | 12 | \$1,200 | \$14,400 |
| 20' - 30' o.a. ht. | 58 | \$150 | \$8,700 |
| 10'-12 ht. | 8 | \$200 | \$1,600 |
| 10' d.b.h. | 2 | \$250 | \$500 |
| 18'-20' o.a. ht., doubie | 1 | \$400 | \$400 |
| $20^{\prime}$ - $30^{\circ}$ o.a. ht. | 20 | \$300 | \$6,000 |
| Spray and Remove Existing Sod (S.Y.) | 2570 | \$3 | \$7,710 |
| Spraad $80 / 20 \mathrm{Mix}$ - 2' Depth (C.Y.) | 275 | \$30 | \$8,250 |
| Replace Existing Sprinkler Heads | 315 | \$25 | \$7,875 |
| As Needed | 1 | \$5,000 | \$5,000 |
| Per FDOT Specs. / Per Month | 12 | \$1,000 | \$12,000 |
| Move exist. sign 70 ' in same median | 1 | \$500 | \$500 |
| $3 \mathrm{gal}, 12^{\prime \prime} \mathrm{ht}. \times 12^{\prime \prime} \mathrm{spr}$, 18' o.c. | 4341 | \$8 | \$34,728 |

m Denotes an item of work that the City of Fort Lauderdale may perform outside of the scope of this project.

[^1]
[^0]:    *** Denotes an item of work that the City of Fort Lauderdale may perform outside of the scope of this project.

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