SECTION NO: 86010, 86050,

81180, 86180

S.R. NO(S): A1A

COUNTY: BROWARD

FM NO.(S): 22811.6, 41687.2

WPI NO.(S): 4110739, 4110882

# DISTRICT FOUR (4) MAINTENANCE MEMORANDUM OF AGREEMENT INCLUSIVE AGREEMENT FOR SR A1A

THIS AGREEMENT, made and entered into this <u>3/ot</u> day of <u>January</u> 20<u>08</u> 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 political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the AGENCY.

#### WITNESSETH:

WHEREAS, the DEPARTMENT has jurisdiction over State Roads A1A as part of the State Highway System as described in Exhibit A; and

WHEREAS, the DEPARTMENT seeks to install and have maintained by the AGENCY certain landscape improvements within the right-of-way of State Road A1A as described within Exhibit B; and

WHEREAS, the AGENCY seeks to install and maintain certain landscape improvements within the right-of-way of State Road A1A as described within Exhibit B; and

WHEREAS, the AGENCY and the DEPARTMENT have entered into previous agreements for the AGENCY to maintain landscape and hardscape on DEPARTMENT right-of-way; 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 facilities as SR A1A described further in Exhibit A attached hereto and incorporated by reference herein, within the corporate limits (or unincorporated if County) of the **AGENCY**; and

WHEREAS, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facilities as described in Exhibit A attached hereto and incorporated by reference herein, within the corporate limits of the AGENCY; and

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WHEREAS, the AGENCY is of the opinion that highway facilities within the AGENCY'S limits that contain landscaped medians and areas outside the travel way to the right of way line, including any hardscape, shall be maintained by periodic pruning, mowing, fertilizing, weeding, litter pick-up, necessary replanting and repair, and inside travel way as described in Exhibit C; and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all right of way outside the travel way and improvements made to the travel way at the request of the AGENCY as described in Exhibit D; and

WHEREAS, the AGENCY and DEPARTMENT intend for this agreement to replace and supersede the agreements described in Exhibit E only to the extent where the agreement addresses State Road A1A, and except as otherwise provided in this Agreement; 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. 07 - 252 dated 0.4, 0.07, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

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

- 1. The **DEPARTMENT** has installed, or will install, landscape, irrigation and/or hardscape on the highway facilities as specified in plans and specifications hereinafter referred to as the Projects and incorporated herein as referenced as SR A1A in Exhibit B, E & F. Hardscape shall mean tree grates; any non-standard lighting; any non-standard roadway, sidewalk, median or crosswalk surfacing (such as, but not limited to, interlocking pavers, stamped asphalt or stamped concrete).
- 2. The AGENCY has installed, or will install, landscape, irrigation and/or hardscape on the highway facilities as specified in plans and specifications hereinafter referred to as the Projects and incorporated herein as Exhibit B and Exhibit G. Hardscape shall mean tree grates; any non-standard lighting; any non-standard roadway, sidewalk, median or crosswalk surfacing (such as, but not limited to, interlocking pavers, stamped asphalt or stamped concrete).
  - When the **AGENCY** is installing or will install the project, they shall comply with the following criteria:
  - (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

    Page 2 of 23

- 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 pruned to discourage 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.
- (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 Environment 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) When the AGENCY is installing the Project and irrigation is to be installed, the DEPARTMENT shall be provided accurate as-built plans of the 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.
- (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 maintenance office and the AGENCY shall be responsible for all associated fees for the installation and maintenance of these utilities.
- (g) All hardscape 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 project 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 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.

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- (k) Landscape shall not obstruct roadside signs or permitted outdoor advertising signs, (see Rule Chapter 14-40, Part 1 and Part III, Florida Administrative Code [F.A.C.]).
- (l) The AGENCY shall provide the local FDOT Operation Center, located at 5548 N.W. 9<sup>th</sup> Avenue, Fort 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 project.
- (m) If there is a need to restrict the normal flow of traffic, it shall be done on 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 project. The **DEPARTMENT'S** Public Information Office shall also be notified.
- (n) The AGENCY shall be responsible to clear all utilities within the project limits.
- (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 Maintenance Plan for maintenance activities for landscape projects.
- 3. The AGENCY agrees to maintain the landscape improvements, as existing and the ones to be installed, within the description of Exhibit A as defined as: plantings, irrigation, and / or hardscape within the medians and areas outside the travel way to the right of way line and within the travelway as described in Exhibit C. The non-standard improvements to the travelway shall be maintained by the AGENCY regardless if the said improvement was made by the **DEPARTMENT**, the **AGENCY**, or others by periodic pruning, mowing, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, and / or repair following the DEPARTMENT'S landscape safety and plant care guidelines and Exhibit C, the Maintenance Plan. The AGENCY'S responsibility for maintenance shall include all landscaped / turfed and hardscape areas within the median and areas within the travel way to the right of way line. Coconut Palms must be kept fruit free year round. Hardscape shall mean tree grates; any non-standard lighting; any non-standard roadway, sidewalk, median or crosswalk surfacing (such as, but not limited to, interlocking pavers, stamped asphalt or stamped concrete). 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 surfacing and/or the header curb on Department of Transportation right-of-way within the limits of this Agreement. Additionally the AGENCY shall continue to put plywood across the openings of the decorative free standing wall whenever a storm approaches (Exhibit C).

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Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means the proper watering and fertilization of all plants and keeping them as free as practicable from disease and harmful insects; to properly mulching the plant beds; to keeping the premises free of weeds; to moving the grass to the proper height; to properly pruning 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 or for those using the roadway and or sidewalk; (3) preventing any other potential roadway hazards. Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, shrubs, groundcover and sod. To maintain also means removing or replacing dead or diseased plants in their entirety, or removing or replacing those that fall below original project standards. All plants removed for whatever reason shall be replaced by plants of the same size and grade as specified in the original plans and specifications. To maintain also means keeping the header curbs that contain the surfacing treatment in optimum condition. To maintain also means keeping the hardscape areas free from weeds and repairing said hardscape as is necessary to prevent a safety hazard. To maintain also means keeping litter removed from the median and areas outside the travel way to the right of wav line.

If it becomes necessary to provide utilities (water/electricity) to the median or side areas for these improvements, all costs associated with accent lighting and irrigation installation, maintenance, fees and connections as well as on-going cost of the utility are the maintaining AGENCY'S responsibility. The AGENCY shall become responsible for the utilities upon final acceptance of the construction project by the DEPARTMENT (including any establishment or warranty period). The AGENCY shall be responsible for all fees and ongoing costs during the establishment and warranty period and thereafter.

The above named 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. This Agreement shall replace and supersede any and all preceding agreements only to the extent where the Agreement addresses State Road A1A, as listed in Exhibit E and except lease agreements dated April 25, 2005 and April 12, 2002 between the **DEPARTMENT** and the City of Fort Lauderdale. The landscape improvement plans attached to the referenced agreements shall by reference become a part of this agreement as if they were attached hereto. The **AGENCY** shall have the same duty to maintain those landscape improvements under this Agreement as the Agency did under the previous agreements, and as more specifically detailed in this Agreement.

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Although the lease agreements dated April 25, 2005 and April 12, 2002 are still in effect, the **AGENCY** shall have the further responsibility to maintain that area described in the lease in accordance with this agreement in addition to the lease requirements.

If either lease expires or is not renewed the area of the lease shall be maintained in accordance with this Agreement.

The AGENCY agrees to reimburse the **DEPARTMENT** all monies expended for the Project, should the landscape improvement areas fail to be maintained in accordance with the terms and conditions of the Agreement.

- 5. If at any time after the AGENCY has assumed the landscape improvement areas and/or maintenance responsibility for the above-mentioned, it shall come to the attention of the DEPARTMENT'S District Secretary that the limits or a part thereof is 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:
  - (a) Maintain the landscape improvements, or a part thereof, with **DEPARTMENT** or contractor's personnel and invoice the **AGENCY** for expenses incurred, or
  - (b) Terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by **DEPARTMENT** or contractor's personnel, all of the landscape improvements installed under this Agreement or any preceding agreements except as to trees and palms and charge the **AGENCY** the reasonable cost of such removal.
- 6. 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 with future criteria or planning of the **DEPARTMENT**. The **AGENCY** shall be given sixty (60) calendar days notice to remove said landscape improvements and existing landscape improvements 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.
- 7. The **AGENCY** at its own expense and by FDOT permit shall install the landscape improvements described in Exhibit F. The **DEPARTMENT** shall be invited to assist the **AGENCY** in final inspection before acceptance of the job by the **AGENCY**. The Page 6 of 23

**DEPARTMENT** shall approve the job provided it complies with the permit.

8. The **DEPARTMENT** agrees to enter into a contract for the installation of landscape Project for an amount not to exceed \$ 34,266.48 as defined in Exhibit H.

The **DEPARTMENT'S** participation in the Project cost, as described in Exhibit H is limited to only those items which are directly related to this Project. The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection at the end of the contractor's 90 day warranty and establishment period.

- 9. The AGENCY agrees to reimburse the **DEPARTMENT** all monies expended by the **DEPARTMENT** for the projects listed in Exhibit B and Exhibit F in the amounts listed in those agreements should the landscape improvement areas fail to be maintained in accordance with the terms and conditions of this Agreement in the amounts listed in those agreements.
- 10. 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 Paragraph 3, 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.
- 11. The term of this Agreement commences upon execution.
- With respect to any of the AGENCY'S agents, consultants, subconsultants, contractors, subcontractors, such party in any contract for this project shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission of 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 the indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.

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:

(a) AGENCY'S contractor shall at all times during the term of this Agreement keep and Page 7 of 23

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 that the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name **DEPARTMENT** as an additional insured.

- (b) 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.
- (c) 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 **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.
- 13. The **AGENCY** may construct additional landscape improvements within the limits of the 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'S** District Landscape Architect. 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 road design standards;
  - (d) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed at no cost to the **DEPARTMENT**;
- 14. In the event the **DEPARTMENT** decides to construct additional landscape improvements or modify these improvements within the limits of the rights of way herein previously identified, the **DEPARTMENT** and the **AGENCY** shall agree in writing and require signature from the responsible **AGENCY** (Chairperson/Mayor/City Manager/City Engineer/Director of Public Works/Director of Parks and Recreation approval signature) to the new landscape improvements and maintenance plan thereof. If the **AGENCY** and the **DEPARTMENT** are unable to come to an agreement, the **DEPARTMENT**, in its sole

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- discretion, may install sod and the agency shall be required, pursuant to this Agreement, to continue maintaining said landscape improvements including existing vegetation.
- 15. 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 either wholly or partially hereby except as specifically stated herein, except lease agreements dated April 25, 2005 and April 12, 2002 between the **DEPARTMENT** and the City of Fort Lauderdale.
- 16. 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 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 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 1 year.
- 17. 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/her decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.
- 18. This Agreement may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.
- 19. 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.
- 20. This Agreement constitutes the complete and final expression of parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, or negotiations with respect thereto, with the exception of the landscape improvements plans incorporated by reference in Exhibit B.

21. 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.

Fort Lauderdale, Florida 33309-3421 Attention: Elisabeth A. Hassett, R.L.A.

FDOT District IV Landscape Architect

If to the Agency:

City of Fort Lauderdale 1350 W. Broward Blvd.

Fort Lauderdale, Florida 33312

Attention: Philip Thornburg

Director of Parks & Recreation

Exhibit A: City of Fort Lauderdale SR A1A City Limits & Agreement Status Graphic

Exhibit B: Projects Pending Agreements

Exhibit C: Maintenance Plan

Exhibit D Non Standard Surfaces on DOT Travelway

Exhibit E: Existing Project Agreements and Lease Agreement Descriptions

Exhibit F: Pending Department Project's Landscape Improvement Plans

Exhibit G: Pending Agency Project's Landscape Improvement Plans

Exhibit H: Pending Department Project's Cost Estimate

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

WITNESSES: CITY OF FORT LAUDERDALE, a municipal corporation Print Name (SEAL) ATTEST: Approved as to form: É OF FLORIDA RTMENT OF TRANSPORTATION (SEAL) Executive Secretary

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Approval as to Form

**SECTION NO: 86010, 81180** 

86050, 86180

S.R. NO(S):

A1A

COUNTY: FM NO.(S):

BROWARD 22811.6, 41687.2

WPI NO.(S): 4110739, 4110882

# CITY OF FORT LAUDERDALE SR A1A WITHIN CITY LIMITS

**EXHIBIT A** 

All state right of way on SR A1A within the limits of the City of Fort Lauderdale which current city limits are from:

SR A-1-A: From State Road 5 (US 1) (M.P. 0.000) (Section 86180000) (US 1) to Flamingo Avenue (M.P. 6.410) (Section 86050000)

#### By Individual Sections:

Southbound One Way (Section 86050100):

M.P. <u>0.000</u> (Seville Street) to M.P. <u>0.926</u> (Bahia Mar Hotel Entrance)

Northbound One Way / Seabreeze Boulevard / 17<sup>th</sup> Street Causeway (Section 8618000): M.P. <u>0.000</u> (SR 5) (US 1) to M.P. <u>2.964</u> (SR 842) (Las Olas Blvd.)

North Fort Lauderdale Beach Area (Section 86050000):

M.P. 2.039 (south of Poinsettia Street) to M.P. 6.410 (Flamingo Drive)

#### **EXHIBIT** A

# CITY OF FORT LAUDERDALE CURRENT AGREEMENT STATUS FOR STATE ROAD A1A:

Graphic of areas currently maintained by the Agency pursuant to this Maintenance Memorandum of Agreement (MOA) (areas in green and orange), areas pending to be landscaped (in blue), areas not currently being maintained by the Agency (in yellow) and the Agency's existing lease agreements (in purple) shall be maintained by the Agency as provided for in this agreement.

See Attached

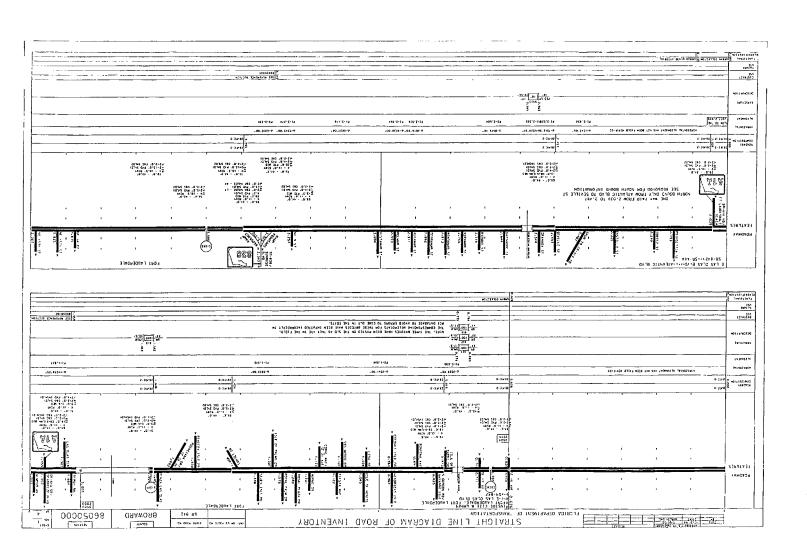


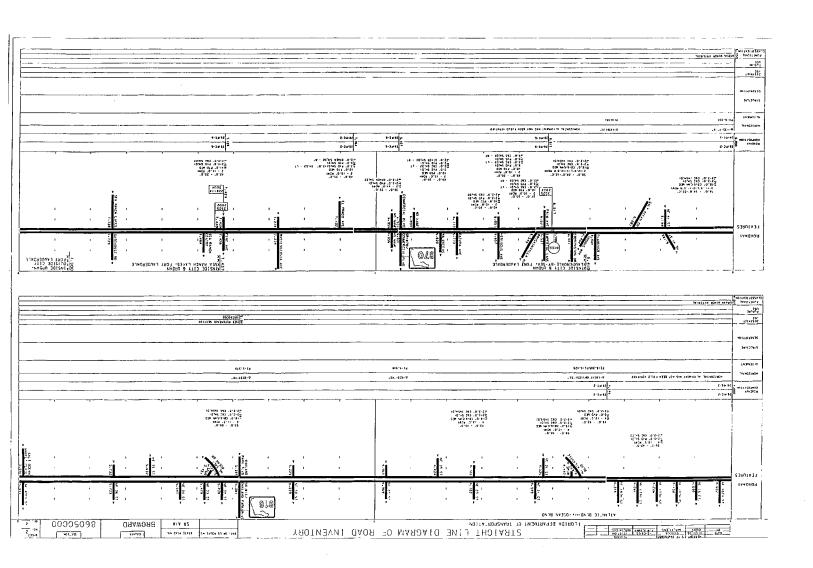
# EXHIBIT A

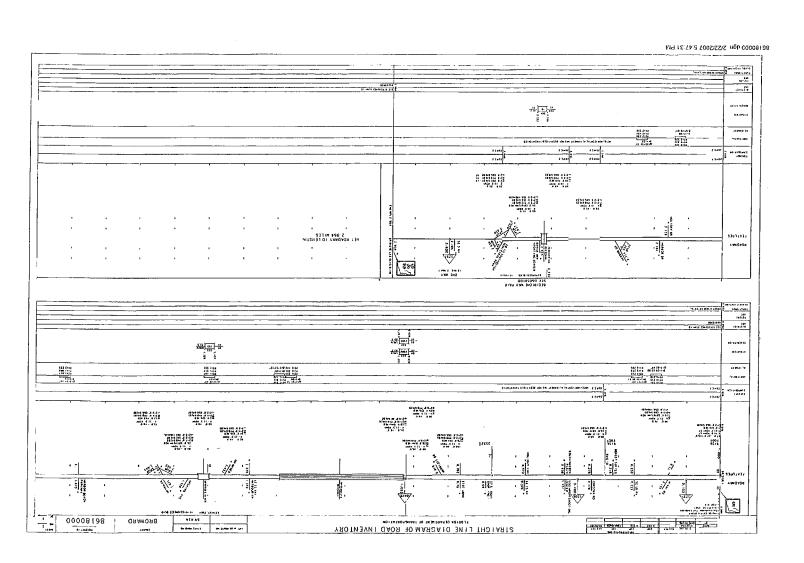
# CITY OF FORT LAUDERDALE STRAIGHTLINE DIAGRAM FOR STATE ROAD A1A

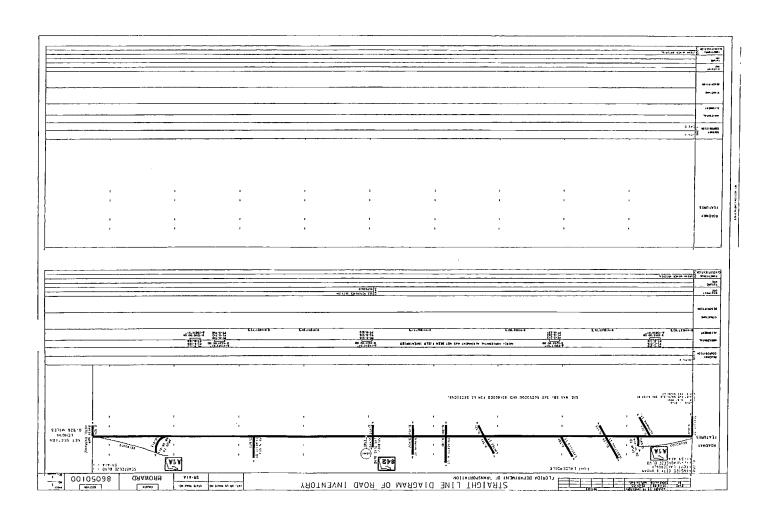
See Attached

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**SECTION NO: 86010, 81180,** 

86050, 86180

S.R. NO(S): A1A

**COUNTY:** 

**BROWARD** 

FM NO.(S):

22811.6, 41687.2

WPI NO.(S): 4110739, 4110882

# EXHIBIT B

#### PROJECTS PENDING AGREEMENTS

# Agency Installed Project:

State Road A1A from just south of the southbound A1A spur (M.P.2.964) (Section 86180000) to Sunrise Boulevard (M.P.3.342) (Section 8650000). Plan dated 6/1/07.

#### Department Installed Project:

State Road A1A from just south of N.E. 18th Street (M.P.4.270) to SR 816 (Oakland Park Blvd.) (M.P.5.381), (Section 86050) Plan dated 5/18/07, FM# 416872-1-58-01.

SECTION NO: 86010, 86050,

81180, 86180

S.R. NO(S): A1A

COUNTY: BROWARD FM NO.(S): 22811.6, 41687.2

WPI NO.(S): 4110739, 4110882

# **EXHIBIT** C

# MAINTENANCE PLAN

See Attached

# **MAINTENANCE PLAN**

# **Landscape Improvements**

Project State Road No(s):

SR A1A

**Project Limits:** 

From SR 5 (M.P.0.000) to Flamingo Dr. (M.P.6.410)

Maintaining Agency:

City of Fort Lauderdale

Date:

**September 10, 2007** 

# I. General Maintenance Requirements and Recommendations:

The purpose of a plan for landscape and irrigation 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 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 is recommendations prepared by the Landscape Architect of Record specific to the attached approved plans.

# Watering Requirements:

Watering is a critical concern regarding the maintenance of healthy plant material and 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 as well as adhere 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.

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Palms, shrubs, trees and turf areas should be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Establishment of an integrated plant 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, and to specific pruning heights maintaining clear visibility for motorists, and vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions and all trees and palms (with particular attention to fronds and fruit) maintained to prevent potential roadway hazards. 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 should be noted on the planting plans. (See Specific Requirements and Recommendations per Approved Landscape & Irrigation Design for these guidelines).

#### Staking and Guying:

All staking materials, except for replacements, are 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.

#### 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.

#### Weeding/Herbicide:

All planting areas shall be maintained as weed free as practicable enlisting integrated pest management practices in areas specified on the plans and by maintaining proper mulch levels. Extreme care is recommended if using a chemical herbicide to avoid overspray onto plant materials. Any damage resulting from overspray is the applicator's responsibility to restore the plantings to the approved plans.

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# Plant Replacement:

Plant replacement shall be the same species and specification as the approved plan. Only plants graded Florida #1 per the Florida Department of Agriculture and Consumers Services, Grades and Standards for Nursery Plants is 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 specialty pavers and tree grates 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), Section 23 14 13 Interlocking Concrete Pavers, Part 3.05. If the pavers 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, 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 latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction, and the DEPARTMENT'S Design Standards.

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 replace of the sign panel, post and base.

The AGENCY will be responsible to grade and sod any disturbed areas, repair or replace damage pavement, signs, sidewalk, pull boxes, curb, gutter, and drainage structures, caused by maintenance operation to the wall.

All work performed shall be in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction, and the DEPARTMENT'S Design Standards.

#### Hardscape (Decorative Free Standing Wall Maintenance):

The AGENCY agrees to continue to put plywood across the openings of the decorative free standing wall located along the east side of SR-A1A, from Sunrise Blvd to NE 18th Street whenever a storm approaches.

# 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.

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Page 3 of 5

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# Maintenance 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.

Website: Series 600 Traffic Control through Work Zones <a href="http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.htm">http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.htm</a>

# II. Specific Site Maintenance Requirements and Recommendations:

The Coconut Palms shall be kept fruit free year round to prevent potential safety hazards. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) of the medians are to be maintained at a height in compliance with FDOT Design Standards Index 546, Page 6 of 6, Window Detail.

#### REFERENCES

American National Standard (ANSI) A300, *Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)* available for purchase @ <a href="http://webstore.ansi.org/ansidocstore/find.asp">http://webstore.ansi.org/ansidocstore/find.asp</a>?

Florida Department of Agriculture, Florida Grades and Standards for Nursery Stock <a href="http://www.doacs.state.fl.us/pi/plantinsp/publications.html">http://www.doacs.state.fl.us/pi/plantinsp/publications.html</a>

Florida Department of Transportation, 2006 FDOT Design Standards Landscape Installation <a href="http://www.dot.state.fl.us/rddesign/rd/RTDS/06/544.pdf">http://www.dot.state.fl.us/rddesign/rd/RTDS/06/544.pdf</a>

Florida Department of Transportation, 2006 FDOT Sight Distance at Intersections http://www.dot.state.fl.us/rddesign/rd/RTDS/06/546.pdf

Florida Department of Transportation, FDOT Plans Preparation Manual Vol. I, Chapter 2.11 (PPM) http://www.co.palm-beach.fl.us/mpo/library/fdot/fdot\_design.htm

Florida Department of Transportation, FDOT Standard Specifications for Road and Bridge Construction, Section 580-Landscape Installation <a href="http://www.dot.state.fl.us/specificationsoffice/July06WB/5800000SS.pdf">http://www.dot.state.fl.us/specificationsoffice/July06WB/5800000SS.pdf</a>

Florida Department of Transportation, Landscape Architecture Website <a href="http://www.dot.state.fl.us/emo/beauty/FLA.htm">http://www.dot.state.fl.us/emo/beauty/FLA.htm</a>

Interlocking Concrete Pavement Institute (ICPI) <a href="http://www.icpi.org/">http://www.icpi.org/</a> <a href="http://www.fisstate.org">http://www.fisstate.org</a>

International Society of Arboriculture (ISA) www.isa-arbor.com

Manual on Uniform Traffic Control Devices <a href="http://www.mutcd.fhwa.dot.gov">http://www.mutcd.fhwa.dot.gov</a>

Florida Irrigation Society <a href="http://www.fisstate.org">http://www.fisstate.org</a>

Florida Accessibility Code <a href="http://www.dca.state.fl.us/fbc/information/accessibility.htm">http://www.dca.state.fl.us/fbc/information/accessibility.htm</a>

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

FDOT/EAH Page 5 of 5 10/17/2007

SECTION NO: 86010, 86050,

81180, 86180

S.R. NO(S): A1A

COUNTY: BROWARD FM NO.(S): 22811.6, 41687.2

WPI NO.(S): 4110739, 4110882

#### EXHIBIT D

# NON STANDARD SURFACES ON DOT TRAVELWAY (Includes only surfaces on A1A; does not include any side streets)

- At Intersection of US-1 and S.E. 17<sup>th</sup> Street Paver crosswalk (all sides) Section 86180, SLD milepost 0.000
- 2. At S.E. 10<sup>th</sup> Avenue Paver crosswalks (2) Section 86180, SLD milepost 0.253
- 3. At S.E. 5<sup>th</sup> Street Paver crosswalk (2) Section 86180, SLD milepost 2.649
- 4. At Cortez Street Paver crosswalks (2) Section 86050, SLD milepost 2.210
- 5. Near Seville Street Paver crosswalks (2) Section 86050, SLD milepost 2.497
- 6. Under the pedestrian overpass Paver crosswalks (1) Section 86050, SLD milepost 2.600 (est.)
- 7. Near Sebastian Street Paver crosswalks (2) Section 86050, SLD milepost 2.500 (est.)
- 8. At Bayshore Street Paver crosswalks (2) Section 86050, SLD milepost 2.644

Page 17 of 23

- 9. At Riomar Street Paver crosswalks (2) Section 86050, SLD milepost 2.716
- 10. At Terramar Street Paver crosswalk (2) Section 86050, SLD milepost 2.862
- 11. At Vistamar Street Paver crosswalks (2) Section 86050, SLD milepost 3.008
- 12. At N.E. 9<sup>th</sup> Street Paver crosswalks (2) Section 86050, SLD milepost 3.254
- 13. At Sunrise Blvd. Paver crosswalk (1) Section 86050, SLD milepost 3.325
- 14. At N.E. 14<sup>th</sup> Court Paver crosswalk (1) Section 86050, SLD milepost 3.875
- 15. At N.E. 16<sup>th</sup> Court Paver crosswalk (1) Section 86050, SLD milepost 4.095
- 16. At Castillo Street Paver crosswalks (2) Section 86050, SLD milepost 2.325 (south bound side only)

SECTION NO: 86010, 86050,

81180, 86180

S.R. NO(S): A1A

COUNTY: BROWARD FM NO.(S): 22811.6, 41687.2 WPI NO.(S): 4110739, 4110882

# **EXHIBIT E**

# EXISTING PROJECT AGREEMENTS AND LEASE AGREEMENT DESCRIPTIONS

The following agreements have been executed for projects that have been installed, in accordance with the plans and specifications attached hereto and incorporated herein but not exclusive to the following agreement descriptions:

# AGREEMENTS SUPERSEDED BY THIS AGREEMENT

6/7/02 State Road A-1-A (17<sup>th</sup> Street Causeway) from SR 5 (US 1) (M.P. 0.000) to Eisenhower (M.P.0.765)(Section 86180) Contract No. AL907, FM#2228116-1-52-01, landscape and irrigation within the median and areas outside the travel way to the right of way line, excluding sidewalk and crosswalks unless constructed with other than concrete or asphalt at the Agency's request. Resolution No. 02-66 (4/23/02).

1/14/00 State Road A-1-A from the Mercedes River Bridge (M.P. 1.520) to Seabreeze Boulevard (M.P. 2.611) FIN No. 22811615201, all landscape/turfed areas and areas covered with interlocking pavers or similar type surfacing (hardscape) within the median and areas within the travel way to the right of way line, including paver sidewalk, paver crosswalks, paver intersections and all paver header curbs on Department of Transportation right-of-way within the limits of the Project. Resolution No. 99-175 (12/7/99).

3/17/97 State Road A-1-A from NE 9<sup>th</sup> Street (M.P. 3.254) to NE 19<sup>th</sup> Court (M.P. 4.343) State Project No. 86180-3522, W.P.I. 4110882, Contract No. AD719, all landscaped/turfed areas, areas covered with interlocking pavers or similar type surfacing (hardscape) and the graffiti coating/aesthetics of the concrete wall. Resolution No. 96-161 (10/1/96).

Page 19 of 23

### AGREEMENTS EXCEPTED OUT OF THIS AGREEMENT

4/12/02 Airspace Agreement. Lease of underdeck areas of the E. Clay Shaw Bridge (17th St. Causeway Bridge for the purpose of: Access, parking and a "park-like" area. Resolution No. 02-47. (3/19/02)

Lease Addendum: 4/12/07. 4/12/2002. Airspace Agreement Addendum: Lessee shall be responsible for any and all maintenance from the outer edge of the right of way for:

- D4 Highway Beautification Grant and MMOA (DSF) (see below)
- Underdeck parking
- Graffiti removal from structures
- Lighting per D4 JPA for Highway Lighting (Municipal). Resolution No. 97-35.
- Parking resurfacing

4/25/05 Lease Agreement. State Road A-1-A from Bahia Mar (M.P. 0.926) to Bayshore (M.P.2.644) Project #F-5320.Lease agreement with a maintenance requirement for permitting café tables and incidental related activities. Sidewalk cafes are restricted to the sidewalk area abutting the boundary lines of the property on which the restaurant owned by the applicant is located. Resolution No. 05-35 (4/1/05).

Lease Addendum: 4/25/2005. Landscape and other architectural enhancements: Landscape, sidewalks, pavers, and other non-standard decorative aesthetic features.

8/14/97 DISTRICT FOUR (4) HIGHWAY BEAUTIFICATION GRANT AND MAINTENANCE MEMORANDUM OF AGREEMENT (DSF). State Road A-1-A from Eisenhower Blvd. (M.P. 0.765) to the Mercedes River Bridge (M.P. 1.497) State Project No. 86180-3522, all landscaped/turfed areas and areas covered with interlocking pavers, electrical power for the landscape/hardscape lighting, water for the irrigation system, and the graffiti coating/aesthetics of: the hardscape elements on Department of Transportation right-of-way within the limits of the project: landscaping; landscape irrigation; landscape lighting; brick pavers; decorative concrete block walls; two decorative bus shelters; two pedestrian stairways adjacent to the west bridge abutment (including gazebos); two gazebos adjacent to the west bank of the Intracoastal Waterway; the paved parking facilities beneath the deck of the proposed bridge. Resolution No. 97-37 (2/18/97).

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SECTION NO: 86010, 86050,

81180, 86180

S.R. NO(S): A1A

COUNTY: BROWARD FM NO.(S): 22811.6, 41687.2

WPI NO.(S): 4110739, 4110882

# **EXHIBIT F**

# PENDING DEPARTMENT PROJECT'S LANDSCAPE IMPROVEMENT PLANS

Please see attached plans by: Gentile, Holloway & O'Mahoney

Dated: 7/3/07

Page 21 of 23

#### STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

# CONTRACT PLANS

FINANCIAL PROJECT ID 416872-1-52-01 (FEDERAL FUNDS) BROWARD COUNTY (86050) STATE ROAD NO. AIA (OCEAN BLVD)

#### LANDSCAPE PLANS

LANDSCAPE PLANS



LANDSCAPE SHOP DRAWINGS
TO BE SUBMITTED TO:
JASON LITTERICA, TO
GENTIE, HOLIDWAY, O'MANDWEY, & ASSOC.
BOY COMMERCE LAME, SUITE RN
JUPIER, FLORIDA 33498
561-575-9557

PLUIS PREPARED BY:

\$\text{stoke 6. Gentul, Fasu. Laccookse}\$

\text{Gentile Holloway O'Mahoney}

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ARCHITECT OF RECORD; GEORGE G. GENTILE, FASLA

RLA.MCJ 0000530

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APPLICABLE DESIGN STANDARDS WODIFICATIONS: OFFOXO6

For Design Standards modifications go to the following Web site:

NID:://www.doi.state.flus/rdd.edga/Design.20Standards/Standards.him

INDEX OF LANDSCAPE PLANS

STEEL VESTILLAND

REF SHEET

TABULATION OF QUANTITIES

LANDSCAPE POTES

LANDSCAPE PLANS

REGISTATON PLANS GONT SHEETS W/ IRRIGATION IRRIGATION TABLE AND NOTES

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TREE PERMIT PLANS

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FDOT PROJECT MANAGER: BING WANG, PE

Exhibit 3 Page 32 of 73

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#### GENERAL NOTES

- 1. THE LOCATION OF PLMIS, AS SHOWN ON THESE PLANS ARE APPROXIMATE. THE FINAL LOCATIONS MAY BE ADJUSTED TO ACCOMMODATE UNFORSEEN FILLD CONDITIONS, TO COMPLY WITH SAFETY SETBLACKS, OR AS OTHERMISE DIRECTED OR APPROVED OF THE CHARGET. THE CONTINUATION SHALL FLAG ALL PROPOSED TREE BY THE EMGINEER AND FOR HIS OR HER APPROVAL PRIOR TO PLANTING.
- BY THE EMBRICAN MAP FOR HIS ON HEN MATHONAL PHACH TO PUNITING.

  2. ADDRE AND BELIE MERMIND UTLIFLES SHALL BE VERFIED AND

  LOCATED BY THE LANDSCAPE CONTRACTOR PRIOR TO CONVENENCE WORK

  IN THE PROJECT AREA. IF UTLIFT PHANS ARE ANALABLE, THE

  CONTRACTOR SHALL ELABRIE THEY AND BRINGS AN HOD ALL CONTRIBATE

  THE AVECESAMY ADMISTRACTS WITH THE UTLIFT PROVIDER.

  WHEN MODERAGE HAS AREA WHERE KNOWN UTLIFLES EXIST, UTLIFT

  LOCATIONS WHI REED TO BE STAKED BY A SUPPLYON OF THE UTLIFT

  CONTRACTS ANY REED TO BE STAKED BY A SUPPLYON OF THE UTLIFT

  CONTRACTS. THE CONTRACTOR HAS THE OPTION TO CONTRACT SUPPLYING STATE ONE

  CALL OF TROMA, MIC. AT PROON THE CONTRACT SUPPLYING STATE ONE

  CHALL OF TROMAN, MIC. AT PROON THE CONTRACT SUPPLYING STATE ONE

  WHEN NECESSARY NOT ENSTHO UTLIFTS.

3.	UTILITY	OWNERS:

COMPANIES	CONTACT PERSON	TELEPHONE NOS.
BELLSOUTH	HIKE POSTEN	954-723-2540
FP&L	WYLIE KYWARD	954-321-2052
CONCAST	LECHARD WAXNELL-KENBOLD	954-534-7380
BROWARD COUNTY DES - TRAFFIC	JUDITH ANN WICHAU	954-847-2644
PEOPLES (GAS) - FT. LAUD	ALEX ROCHE	954-453-08/1
CITY OF FT. LAUDERDALE	JOH STAHL	954~828-7830
BROWARD COUNTY TRAFFIC	HANK KOORHSTA	954-847+2611
BROWARD COUNTY WASS TRANSIT	SPENSER STOLESON	954-357-8392

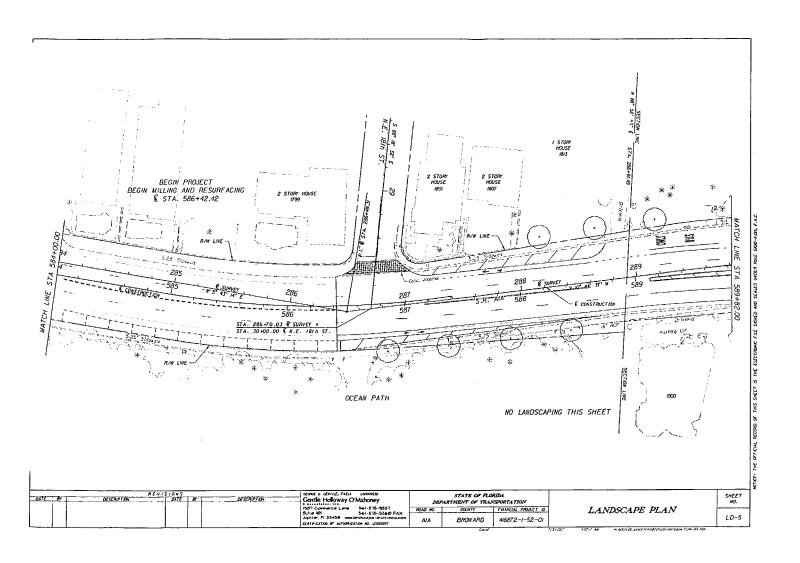
- 4. MAINTAINING AUTHORITY: CITY OF FT. LAUDERDALE ATTENTION: GENE DEUPSEY 1350 W. BROWARD BLVD. FT. LAUDERDALE, FLORIDA 33312 19541 878-5785
- 3. CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES PRIOR TO EXCAVATION. REFER TO ROADWAY PLAYS IGENERAL MOTES! FOR A LISTING OF ALL KNOWN UTILITIES IN THE AREA.
- 4. ALL LANDSCAPE BEDS SHALL RECIEVE A UNIFORMLY APPLIED WHICH MATERIAL TO A MINIMUM THICKNESS OF J. OVER THE ENTIRE PLANT BED, JEXCEPT WITHIN 6" OF PLANT TRUNKS).
- 5. NO PLANT SUBSTITUTIONS WILL BE WADE WITHOUT WRITTEN APPROVAL FROM THE ENGINEER.
- 6. DESKN SPEED: 35 WPH.
- G. CONTRACTOR RESPONSIBLE FOR INSURING ALL EXISTING LANDSCAPING AND IRRIGATION IS MAINTAINED IN GOOD HEALTH AND CONDITION DURING CONSTRUCTION. ALL EXISTING TREES SHALL BE PROTECTED PER INDEX 544.

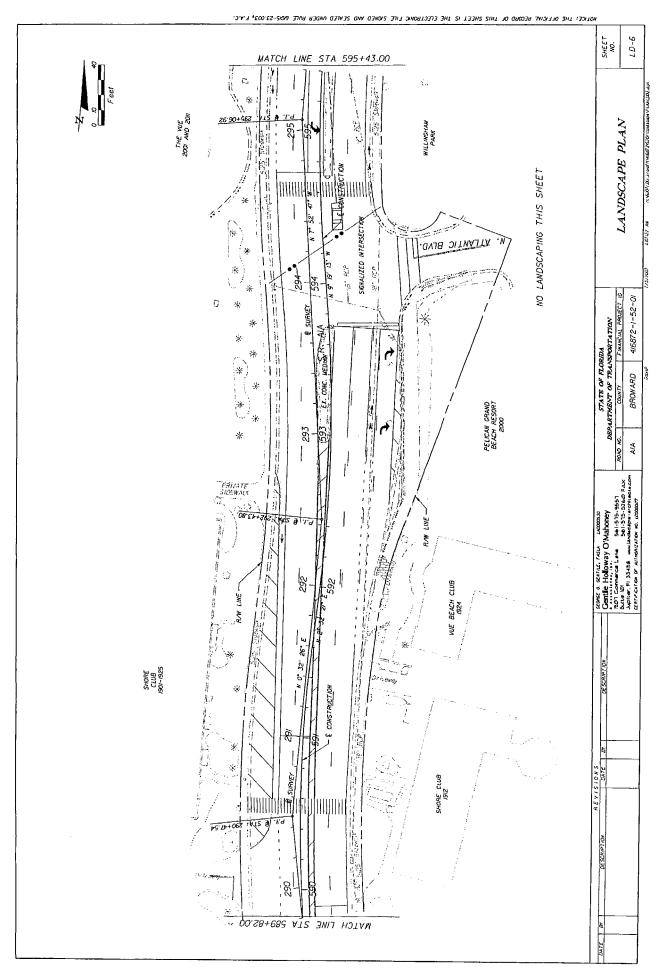
	PLANT SCHEOULE										
SYU.	QTr.	BOTANICAL NAME	CONNON HAME	INSTALLED SIZE	PAY SIZE	WAY. WAINTAINED SIZE	SPACING	REWARKS			
и	в	LIGUSTAVIA LUCIDIVIA	TREE LIGUSTRUM	8'18' SPD.	LARGE	H/A	A.S.	WATCHED HTS.			
Q/	4	QUERCUS VIRGINIANA	LNE DAK	20° 0.A.	LARGE	N/A	A.S.	FULL & THICK			
SP .	28	SABAL PALMETTO	SABAL PALN	12-18' C.T.	LANGE	N/A	A.S.	SLICK TRUNK			
74	18	VEITCHIA WONTGOWERYANA	VOYTGOVERY PALM	12' C.T.	LARGE	N/A	A.5.	WATCHED HTS.			
BAR	450	BORRICHIA ARBORESCENS	SEA OXEYE DAISY	#1, 12" O.A.	SWALL	R/A	18° 0.C.	FULL AND THEX			
HD€	100	HIAHELIANTHUS DEBILIS	BEACH SUNFLOWER	et, 12" SPD.	SWALL	N/A	18' O.C.	FULL AND THEK			

#### PAY ITEM NOTES:

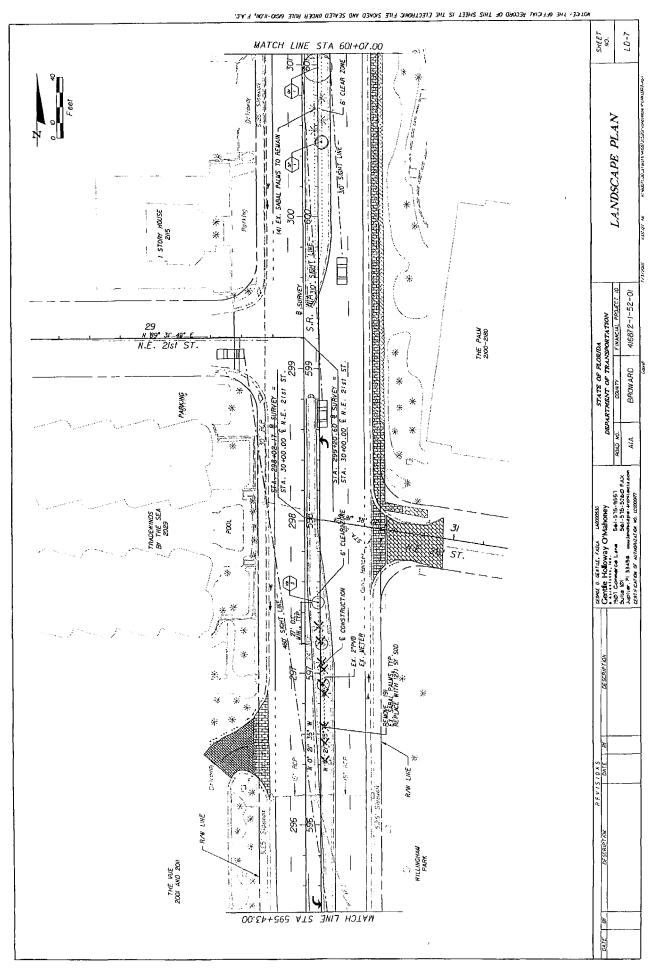
- 570-1-2 PERFORMANCE TURF; SOD SHALL BE ST. AUGUSTIKE 'FLORITAM'
- 580-1-1, 1580-1-2, INCLUDES ALL LABOR, WATERIALS, EQUIPTMENT AND INCIDENTALS FOR THE COMPLETE INSTALLATION OF PLANT IN ACCORDANCE WITH SPECIFICATIONS AND FOOT INDEX #554 INCLIDING, BUT NOT LUNITED TO, PLANT, FINISH SUIL LATER, UNSUITABLE SOIL REMOVAL, SPECIAL BED PREPARATION, STALING, WILLH, FERTILIZER, HAND WATERING, QUARANTEE AND WATERINGE OF CONTROL STALING ESTABLISHMENT PERSON. ALSO INCLUDES THE COST FOR TEMPORARY WATERING AND TREE PROTECTION IPER INDEX 541 OF EXISTING TREES DURING CONSTRUCTOR.
- 590-TO INCLIDES ALL LADOR, WATERIALS, EQUIPMENT AND INCIDENTIALS FOR THE COMPLETE INSTALLATION OF AUTOMATIC IMPRIGATION SYSTEM OF MEMORY OF OPEN TREMENIAN AS SPECIFICATION OF MAINTAIN PROGRAMMY OF THE MEMORY 

AUE & PERMITTER DUE & PERMITTER	Gentile Holloway O'Mahoney  Anisotate, the  Souther Western Series Series  Souther Western Series  Souther Western Series  Series, it also we unsupport Anisotate  Centre Cara or unsupport and uncertainty	POAD NO. SR AIA	STATE OF FLO PARTMENT OF TRAS COUNTY BROWARD	PRIMICIAL PROJECT ID 416872-1-52-01	LAIVOSCAPE IVOTES	SHEET HO. LD-4
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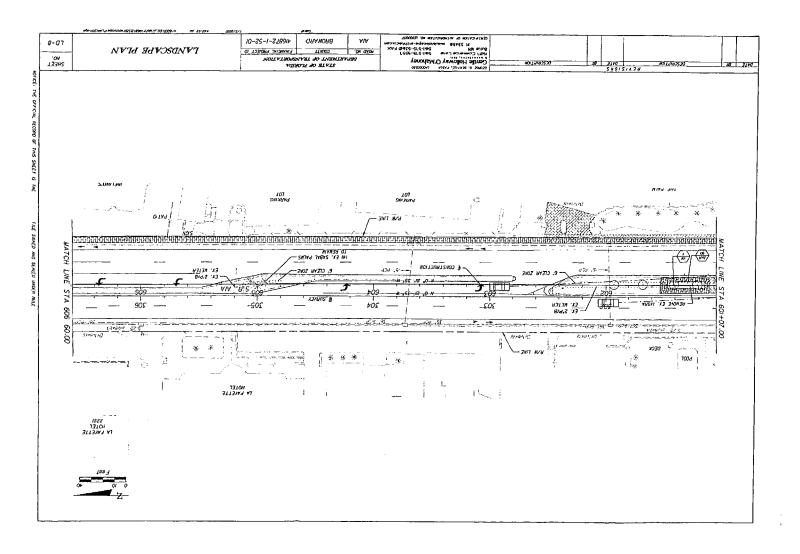


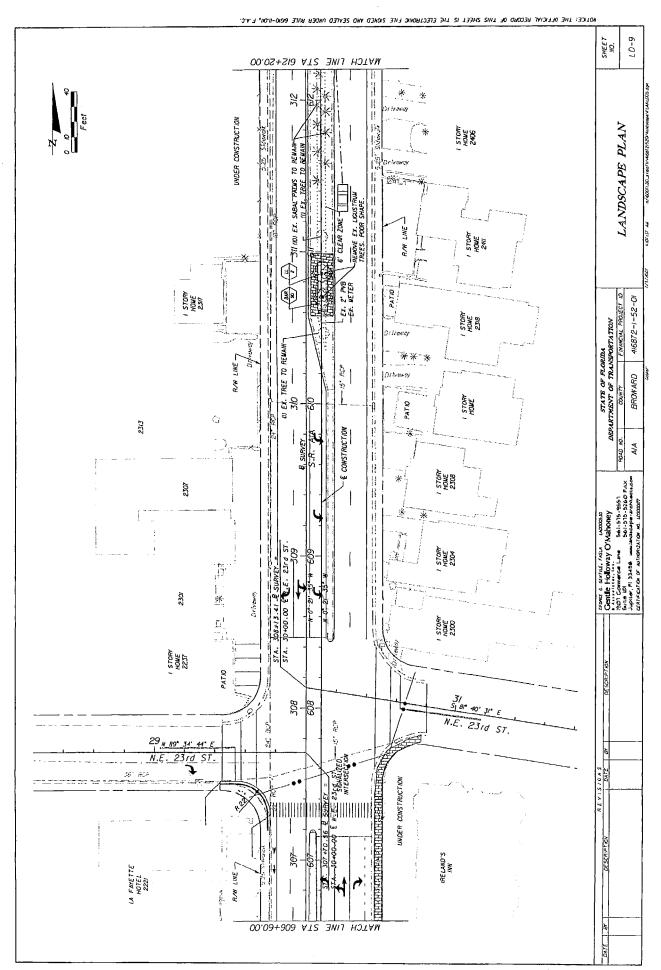


CAM 18-0834 Exhibit 3 Page 37 of 73

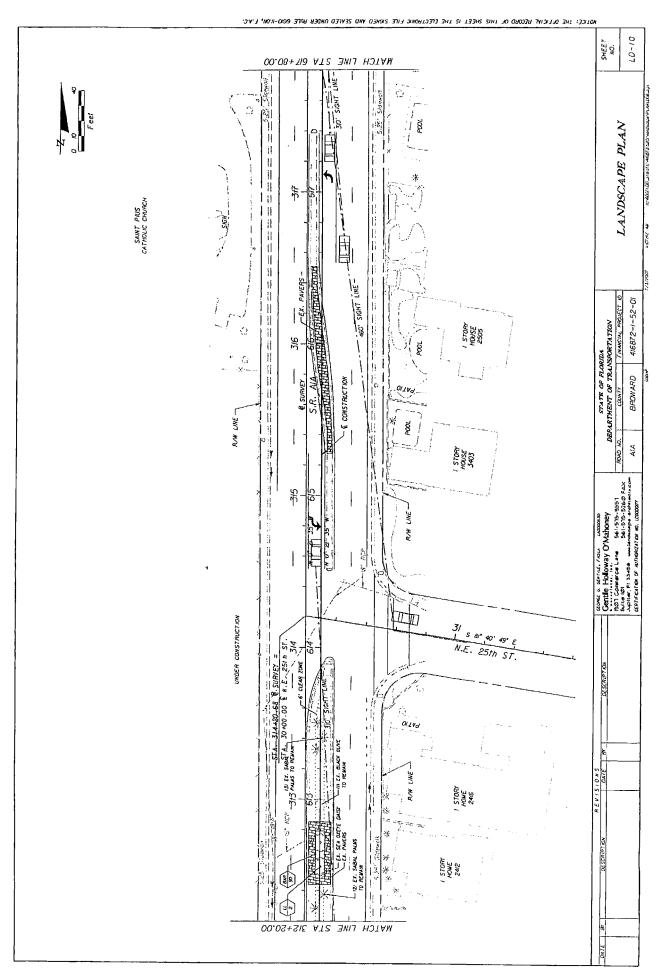


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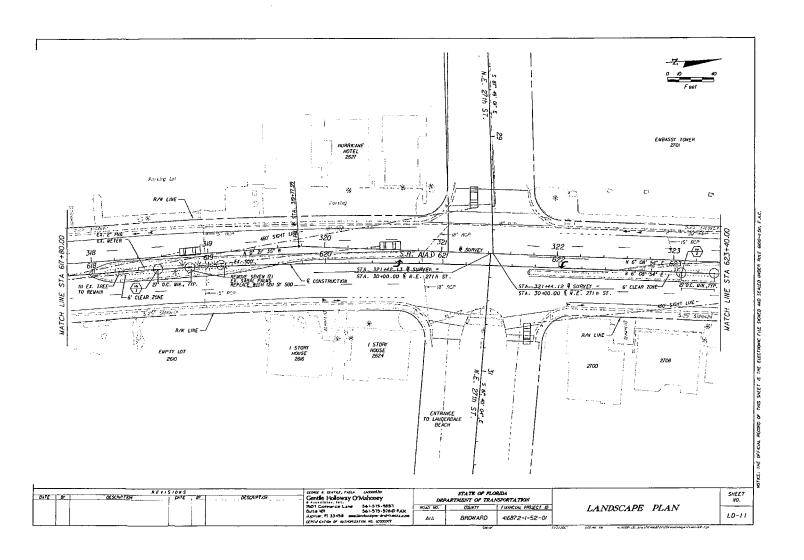


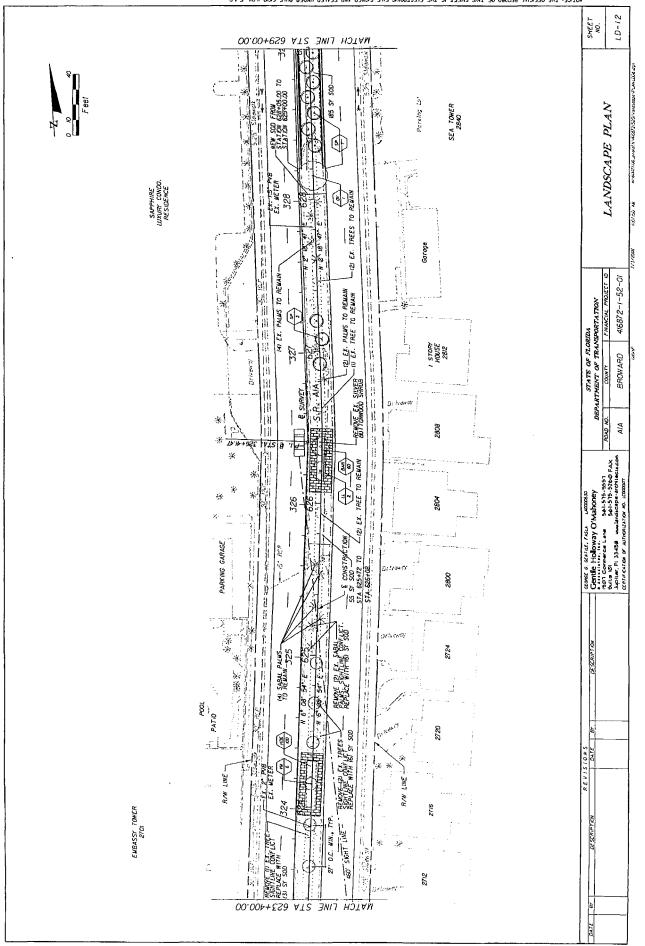


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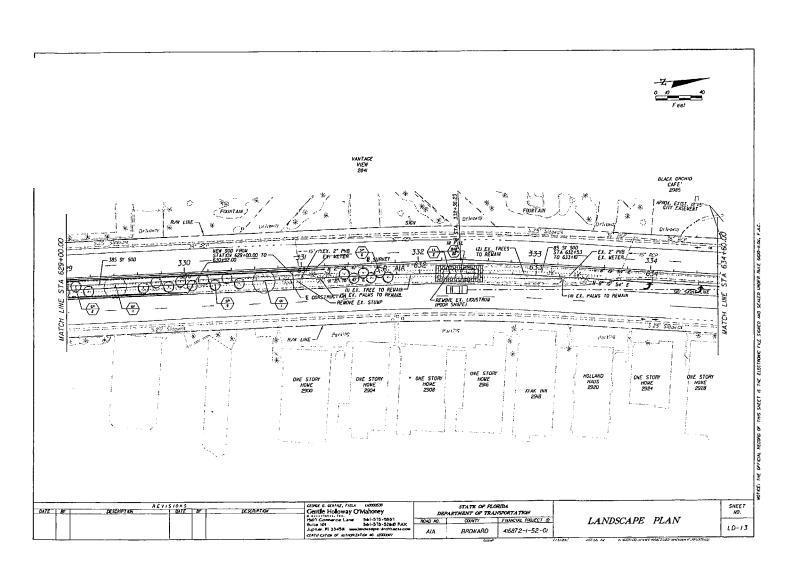


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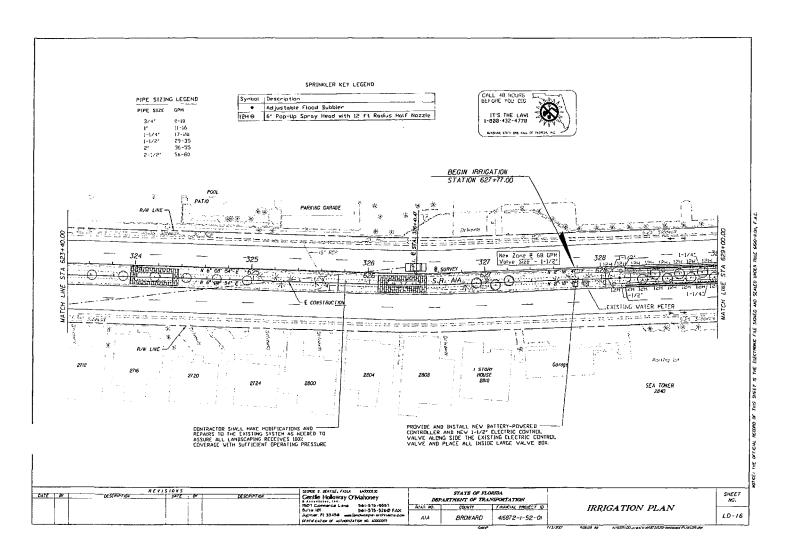


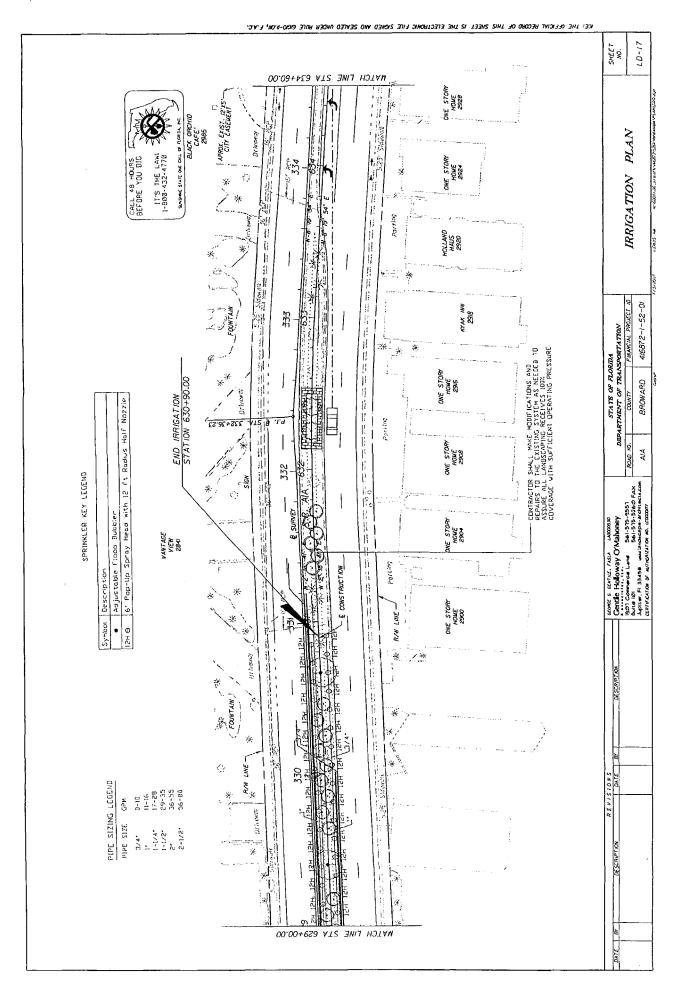


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- AFER THE SYSTEM IS FLUSHED AND NOZZLED, THE ARCS SHALL BE SET TO WHIWIZE OVERSPRIX AND THE FLOW CONTROL/PRESSURE REQUISATION ON THE ZUBE CONFIDENCIAL SHALL BE ADMINITED DOWN TO PREVENT MAY HISTING OF REGOING, TO PRODUCE DROPLETS OF WAXER OF THE WIND THEREBY LUITING OPERSPRIX AND WASTER WASTE. CONTROLLER PROSPAUMING SHALL BE SET SO AS NOT TO ALLOW THE IRRIGATION TO CREATE ANY RUN OFF WHICH COLLD CREATE WATER ON THE ROAD. THE IPPICATION SYSTEW HEAD LAYOUT IS DESIGNED AND SHALL BE INSTALLED AND WAINTAINED TO WINIWIZE OVERSPRAY ONTO ROADMAYS.
- THE DESIGNER CANNOT BE HELD RESPONSIBLE FOR ANY WATTER, ACT, OR EFFECT ARISING FROM OVERSPRAY, BROKEN PIPES, HEADS OR NOZZLES. IN THE EVENT OF A BROKEN OF PHES, OR ZONE TURNED OFF FROM JUTOWATIC OPERATION AS SOOK AS POSSIBLE.
- THE DESCRIEN DOES NOT WARRANT THAT ALL EXISTING UNDERGROUND UTLITIES ARE SHOWN, OR, IF SHOWN, ARE PROPERLY LOCATED ON THE PLANS, AND ARE EITHER W. SERVICE ON ABMODNED. THE CONTRACTOR SHALL CALL "SUNSHIME STATE ONE CALL AT 1800 A35-470 TO VERIFY UTLITLY LOCATIONS AT LEAST A8 HOURS PRIOR TO DISCHIE. THE CONTRACTOR SHALL DE RESPONSIBLE TO CONTACT/LOCATE OTHER UTLITIES OF UNDERGROUND UTLITIES.
  OF UNDERGROUND UTLITIES.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR COSPONATING WITH ALL UTILITY CONPANIES AND RELEVANT GOVERNENT DEPARTMENTS AND ENSONERED, IDENTIFIED, VERIFIED, AND FIELD LABELED, AND ENDIFIED, VERIFIED, AND FIELD LABELED, AND ENDIFIELD BY REASONABLE
- LOCATE SPRINKLER HEADS 12" FROW BACK OF CURB. LOCATE IRRIGATION VALVE BOXES A WIHIMUM 18" FROW BACK OF CURB.
- ANY WORKERS, WORKED PERFORMED, EQUIPMENT, ECT. WITHIN THE TRAVEL WAY WUST HAVE A WAINTENANCE OF TRAFFIC PER F.D.O.T. INDEX IN PLACE PRIOR TO COMMENCING WORK.
- ALL DIVINGED OCCURRED BY THE CONTRACTOR SHALL BE REPLACED PER F.D.O.T. STANDARDS.
- B. WATER WETERS ARE EXISTING.
- THE CONTRACTOR SHALL PROVIDE AND INSTALL BATTERY-POWERED CONTROLLER, REWOTE CONTROL VALVE, RAIN SENSOR AND VALVE BOX AT THE LICATON SHOWN ON THE PLAN IN ACCORDANCE TO THE MANIFACTURERS SPECIFICATIONS.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL APPLICABLE FEES AND PERMITS.
- CONTRACTOR SHALLADUST EXISTING HRIGATON SO ADEQUATE WATERNO IS PROVIDED FOR ALL NEW LANDSCAPING THADGENDUT THE PROJECT LIWITS. CONTRACTOR SHALL ALSO INSURE EXISTING HRIGATION SYSTEM IS OPERATIONAL THROUGHOUT THE DURATION OF CONSTRUCTON SO THAT EXISTING LANDSCAPING IS NOT COUPROUISED.
- 12. CONTRACTOR SHALL NOTIFY THE CITY AND PROJECT ENGINEER OF ANY EXISTING DEFFICIENCIES WITHIN THE EXISTING HRROATION SYSTEM, IE. BROKEN FIRES SHALL BE WADE IN COORDINATION WITH THE CITY OF FT. LAUDERDALE.

IT'S THE LAWI 1-800-432-4770 CALL 48 HOURS BEFORE YOU DIG

SUNSHINE STATE ONE CALL OF FLORIDA, INC.

### VINIMUM RECOMMENDED PRRISATION MAINTENANCE PROCEDURES

- reports generated describing the datest each zone was inspected, problems identified, date problems reported, and a list of materials used in the report. At military, these trapections should include the following tasts:
- A. Turn on each tone from the controller to verify outenatic operation.

  Describing the season of the controller for the season, broad and soil type, and trifigition method. Consult on IA. certified coultar for methods used to determining proper trifigition scanduling cualitar for methods used to determining proper trifigition expeduling equirements.
  - C. Chack renate control valve to ensure proper operation.

    D. Chack setting on pressure regulator to verify proper setting. If
    - Dream flow control and odjust as needbat ensure whee clasure within 10-15 seconds offer deciliation by controller. F. Check for leds mobiling literal lines, wolves, heads, etc. 6. Check all heads as follows:
- 1. Proper set helpful flop of sprinkler is i' below mow helpful.

  2. Verify hand pop-up helpful 6' in furf, i2' in graund cover, and pop-up in fish. In hinto beds.

  3. Chee Viple sed for fors if defing, dean head and re-lingent. If still instity, raphce head with this appropriate head with the pressive regulation and built-in check vible.

  4. All nozites checken for proper politerin, abopting, heats, correct note 6 modes. rephose as headed.

  5. Check for proper alignment perfeatily verifiest, coverage and institute overspring in a perfeatily warfalls.
- potterns and ensure proper average.

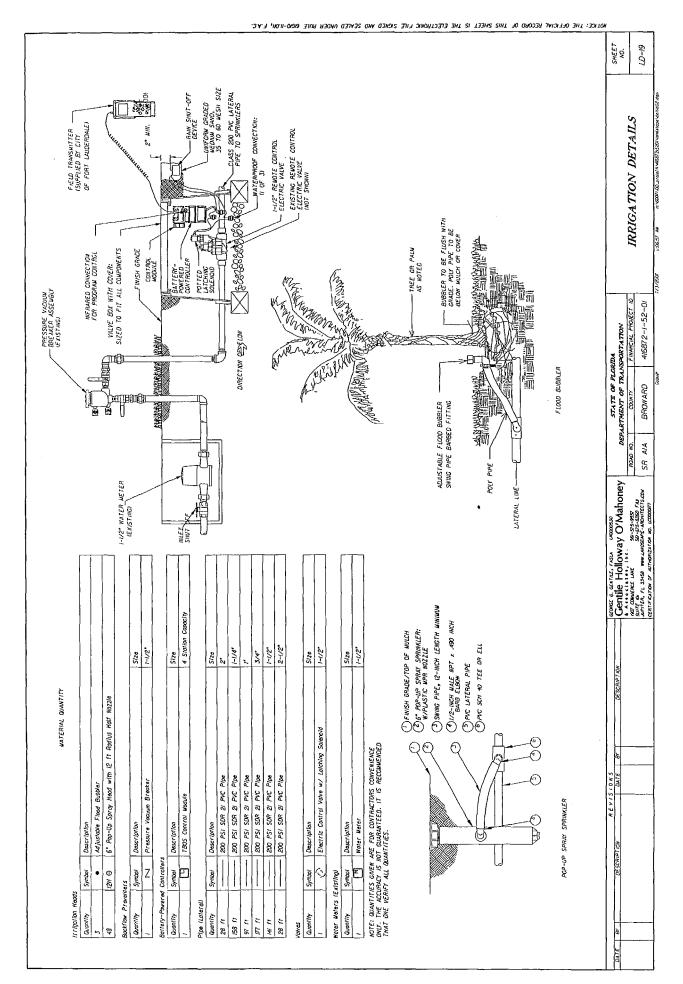
  7. Verlify the pop-up risar retracts after operation. If not, 5. Alser height rolsed/lowered to accommodate plant growth
  - repolit/replace as needed.
- Check controller ground for resistance lilo ohms or lessi once per year. Submit written reports.
- Check roln shut-off device monthly to ensure It functions
- inspect all filters monthly and clean/repair/replace as needed.
- 5. Inspect all valve baxes to ensure they are in good condition, lids are in place and locked.
- Conduct additional inspections, maintenance tasks, etc. that ore particular for your site.

			IRRI	1	
		SPORTATION	FIRANCIAL PROJECT 10	AIG872-1-62-01	10 30 1 3 100 1
	CTATE OF STATE	DEPARTMENT OF TRANSPORTATION	COUNTY	Odymodd VIV do	
			ROAD NO.	CP AIA	ί
	R E V I S I O N S	Cesserer on the first of the cesserer on the c	ERCE LANE \$60-575-9557	*	CERTICATION OF JUTHORIZATION NO. L'ODODOTT
		DATE			
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BI-07 SHEET NO.

IGATION TABLE AND NOTES

18-0834 Exhibit 3 Page 49 of 73



SECTION NO: 86010, 86050,

81180, 86180

S.R. NO(S):

A1A

**COUNTY:** 

**BROWARD** 

FM NO.(S):

22811.6, 41687.2 WPI NO.(S): 4110739, 4110882

### EXHIBIT G

### PENDING AGENCY PROJECT'S LANDSCAPE IMPROVEMENT PLANS

Just South of the S.R. A1A Southbound Spur (M.P.2.964 / Section 86180000) North to S.R. 838 (sunrise Blvd. – M.P.3.334 / Section 86050000)

Please see attached plans by: City of Fort Lauderdale, Thomas White, ASLA

**Dated:** 7/11/07

### DRAWING INDEX

8	COVER SHEET
Ξ	LANDSCAPE PLAN
7-7	LANDSCAPE PLAN
53	LANDSCAPE PLAN
ž	LANDSCAPE PLAN
1-5	LANDSCAPE PLAN
1-6	LANDSCAPE PLAN
1-7_	LANDSCAPE PLAN
L-8	LANDSCAPE PLAN
8,	LANDSCAPE PLAN
L-10	NOTES, PLANTING DETAILS, PLANT LIST
T	ELECTRICAL CONDUIT LAYOUT
E-2	ELECTRICAL CONDUIT LAYOUT
កូ	BECTRICAL CONDUIT LAYOUT
F-4	ELECTRICAL CONDUIT LAYOUT
E-5	ELECTRICAL CONDUIT LAYOUT
Ţ	ELECTRICAL CONDUIT LAYOUT
E-7	ELECTRICAL CONDUIT LAYOUT
В	ELECTRICAL CONDUIT LAYOUT
MOT-1	MOT PLAN
	-



# CITY OF FORT LAUDERDALE

AREA OF 4 WORK

### S.R. A1A MEDIANS BEAUTIFI PROJECT #P10774

## NEW LANDSCAPE

FROM JUST SOUTH OF THE S.R. AIA SOUTHBOUND SPUR (M.P. 2964 / Section 86180000)
NORTH TO S.R. 838 (SUNRISE BLVD. - M.P. 3.334 / Section 86050000)
FORT LAUDERDALE, FLORIDA

PERMIT NO. 2007-L-491-0005 SECTION NO. 86050 STATE ROAD A.I.A.

Governing Standards and Specifications. Fords begratiment of Transportation, Despo Standards, Dated January 2006 and Standard Specifications for Road and Bridge Construction, January 2007 and Bridge Costinuction, January 2007, and Bridge Costinuction, January 2007, and Bridge Costinuction Journality and Add of Contract Documents. http://www.doi.state/flus/specificationsofitre/~Specification\_Development

### LOCATION SKETCH

### BOUTH OF ALL BLANDE TO BEARNEZE FLAC. / ALL INTERRECTION PROJECT #P10774 AIA MEDIANS BEAUTIFICATION NEW LANSCAPE

CITY OF FORT LAUDERDALE PUBLIC WORKS DEPARTMENT rida 33301 CTURE

### SSION

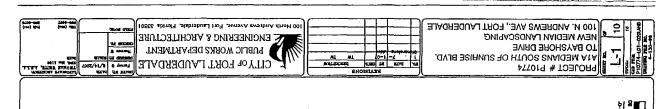
100 North Andrews Avenue. 1	2 ENGINEERING & ARCHITECTURE 100 North Andrews Avenue, Fort Lauderdale, Florida 38301
FORT LAUDERDAL	FORT LAUDERDALE CITY COMMISSION
JIM NAUGLE CHRISTINE TEEL CHARLOTTE E. RODSTROM CARLTON MOORE CRD) HUTCHUSON	MAYOR  COMMISSIONER - DISTRICT 1  COMMISSIONER - DISTRICT 11  COMMISSIONER - DISTRICT 11  COMMISSIONER - DISTRICT 11

CHIEF ARCHITECT CINDI HUTCHINSON PRANCE ENCENATER

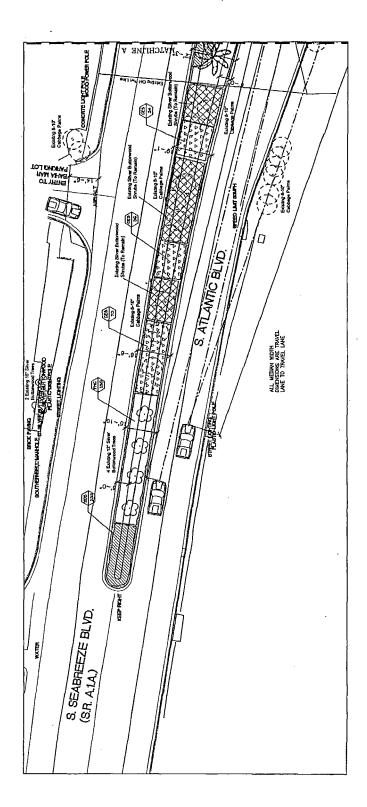
(964) 828-6025 (964) 828-662T

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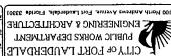
DESIGN SPEED: 35 MPH

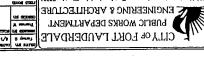






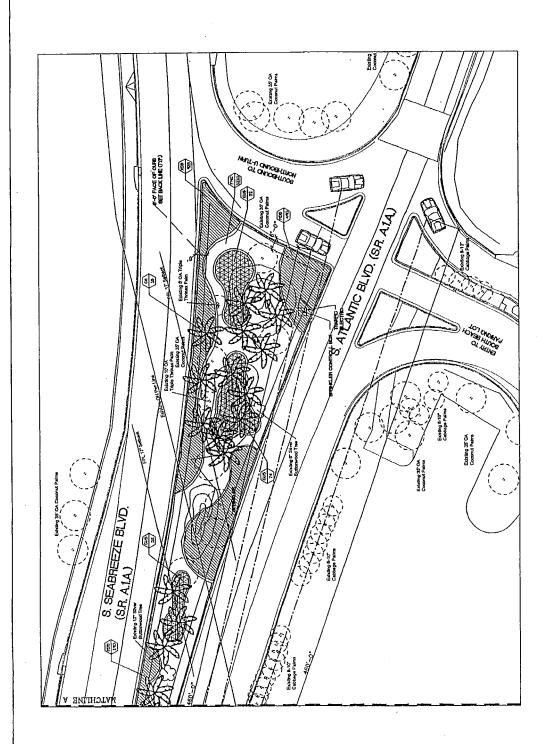


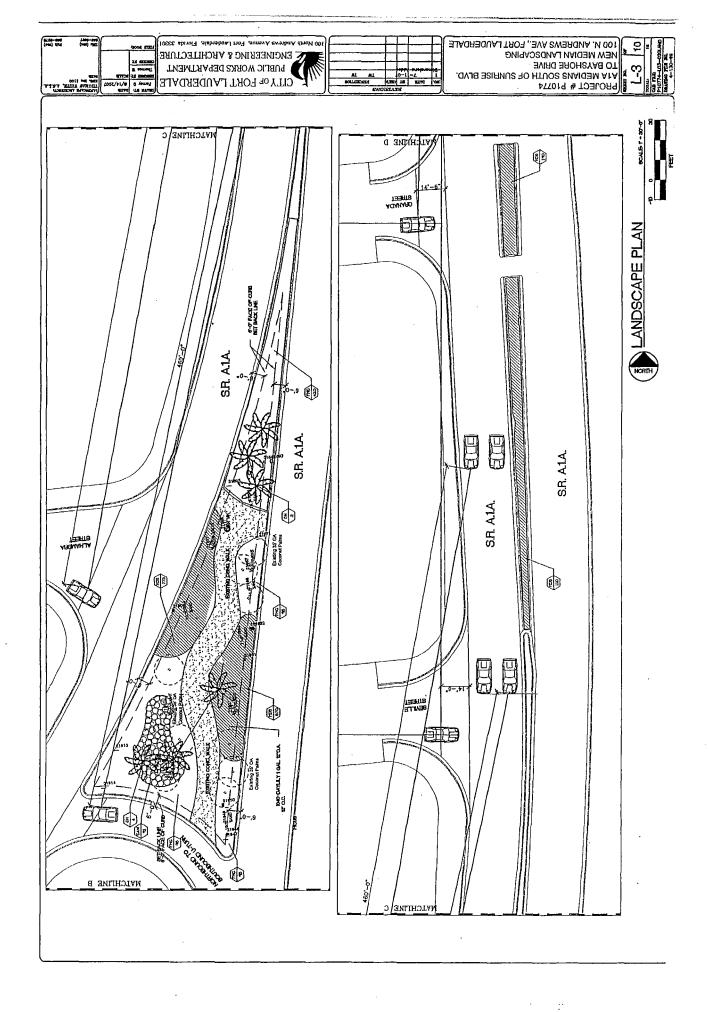


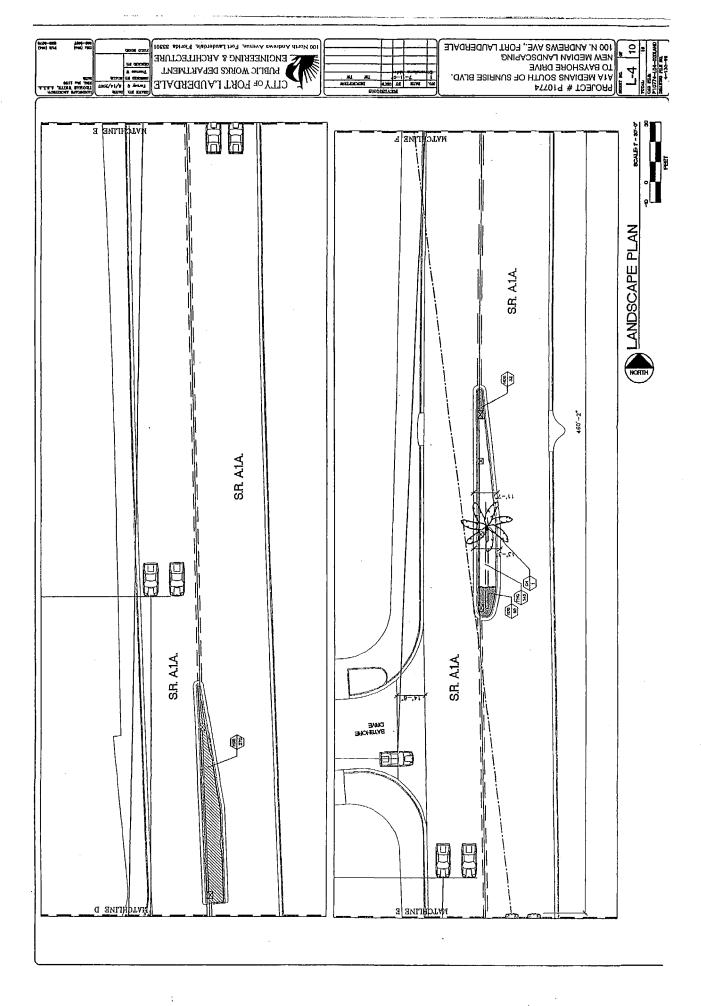


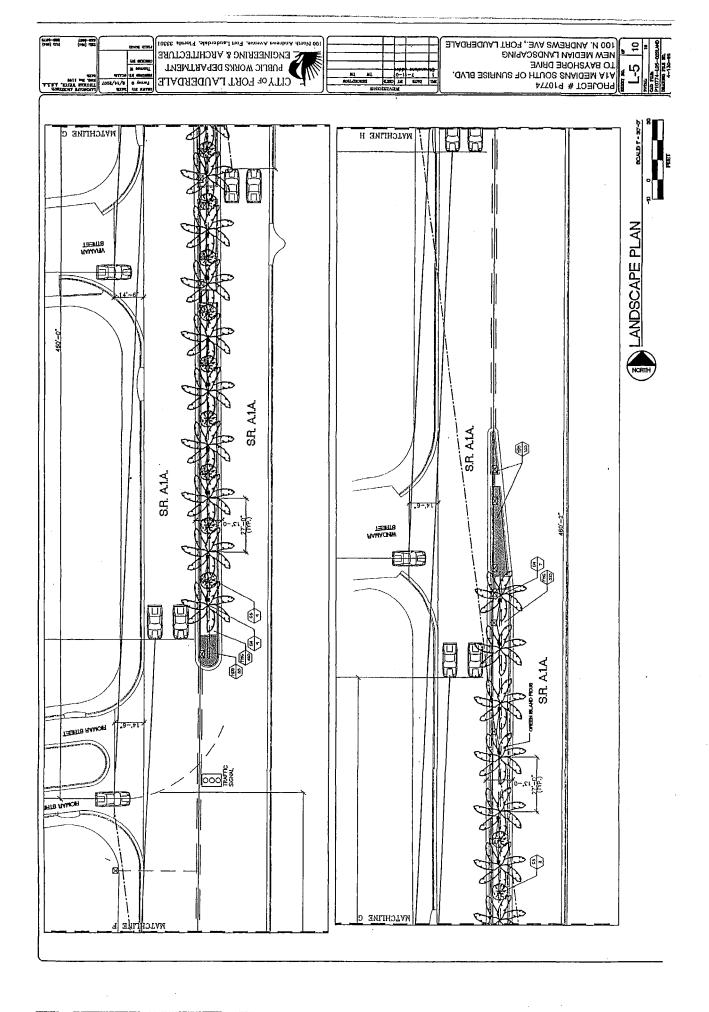
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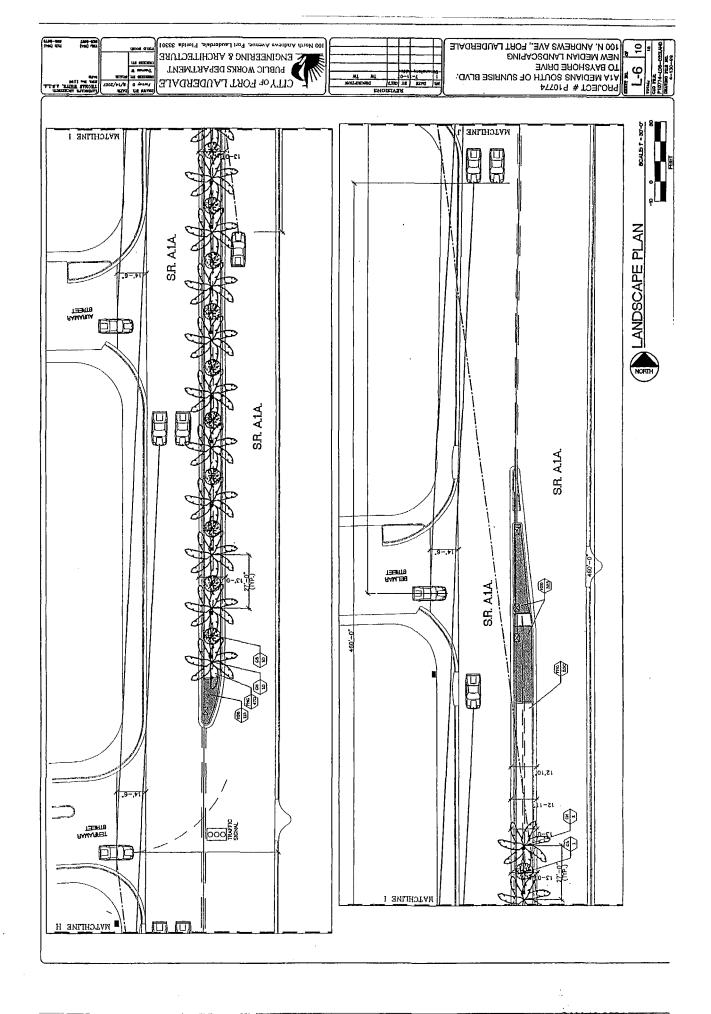


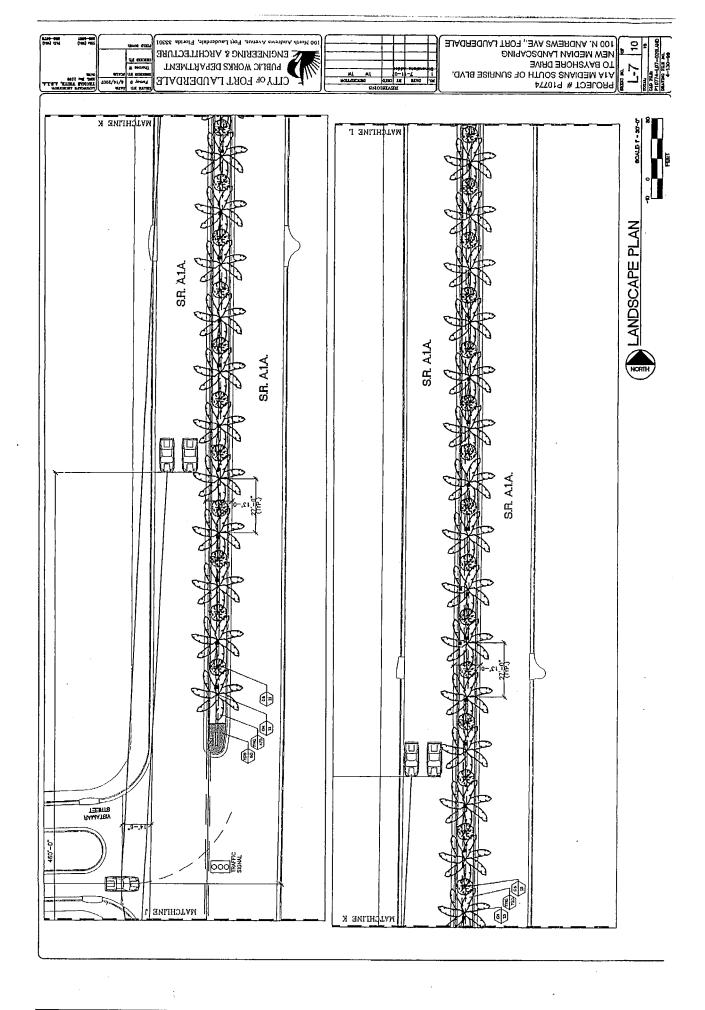


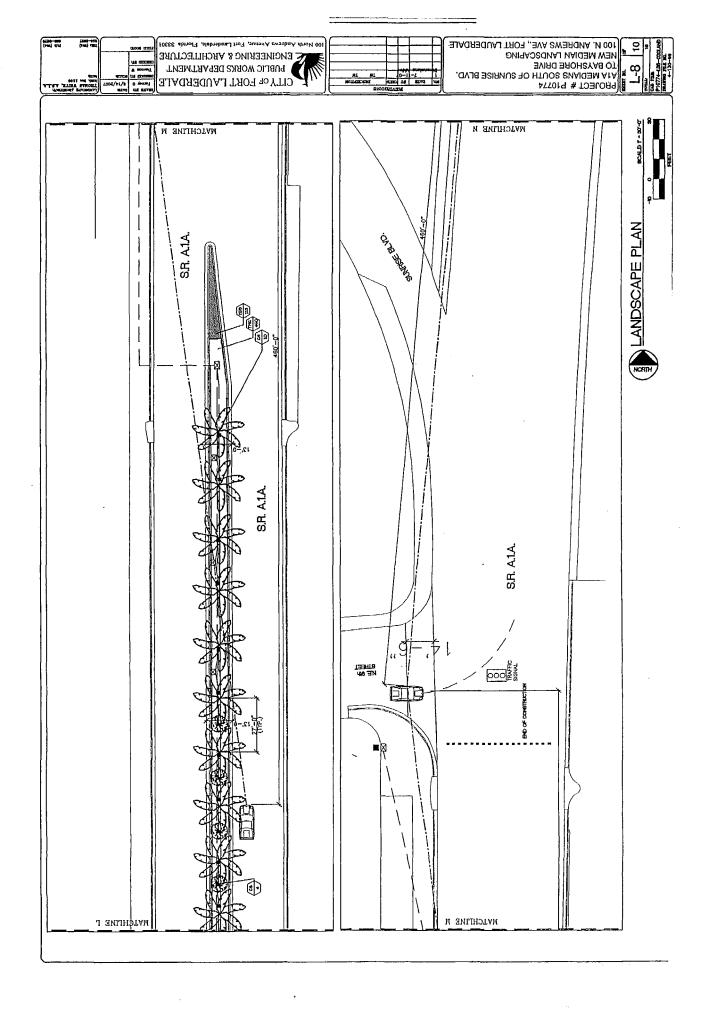


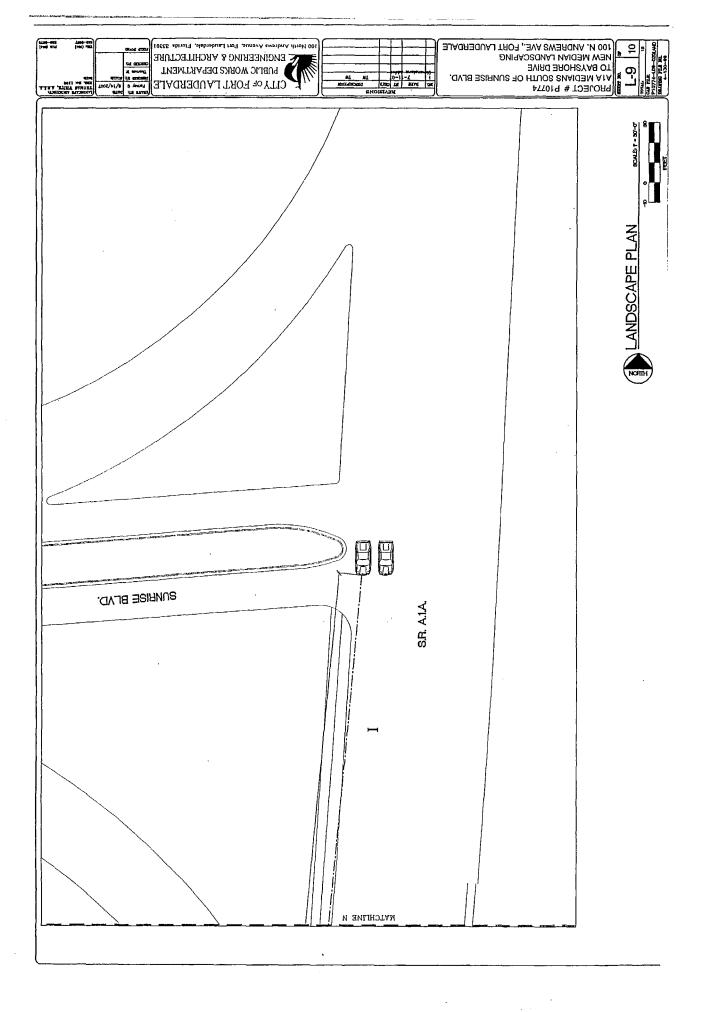


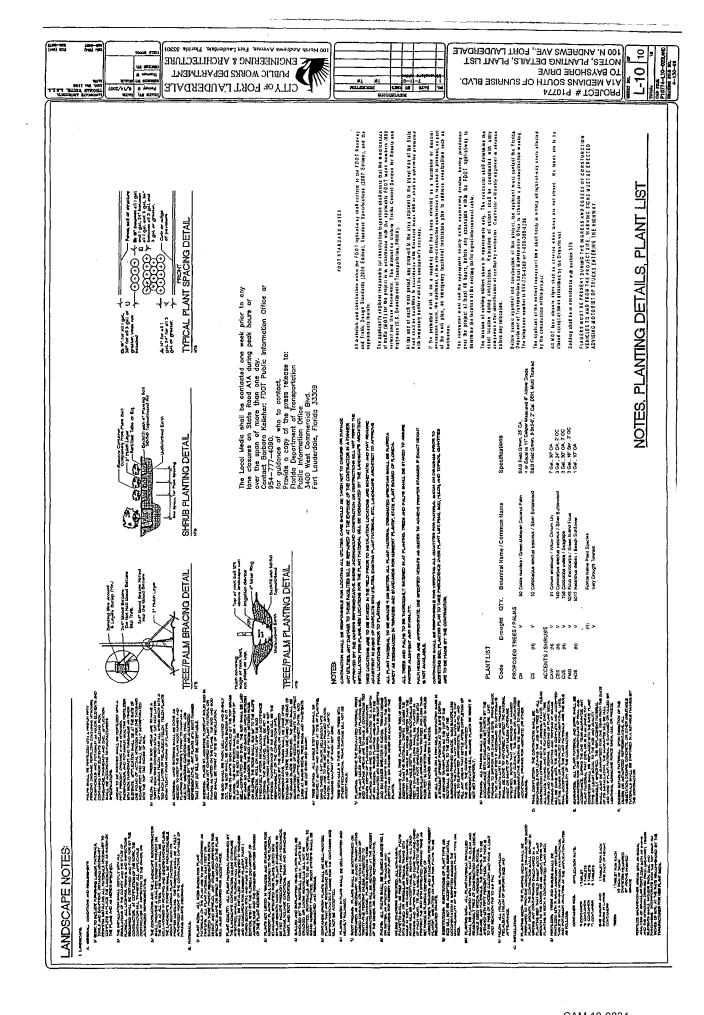


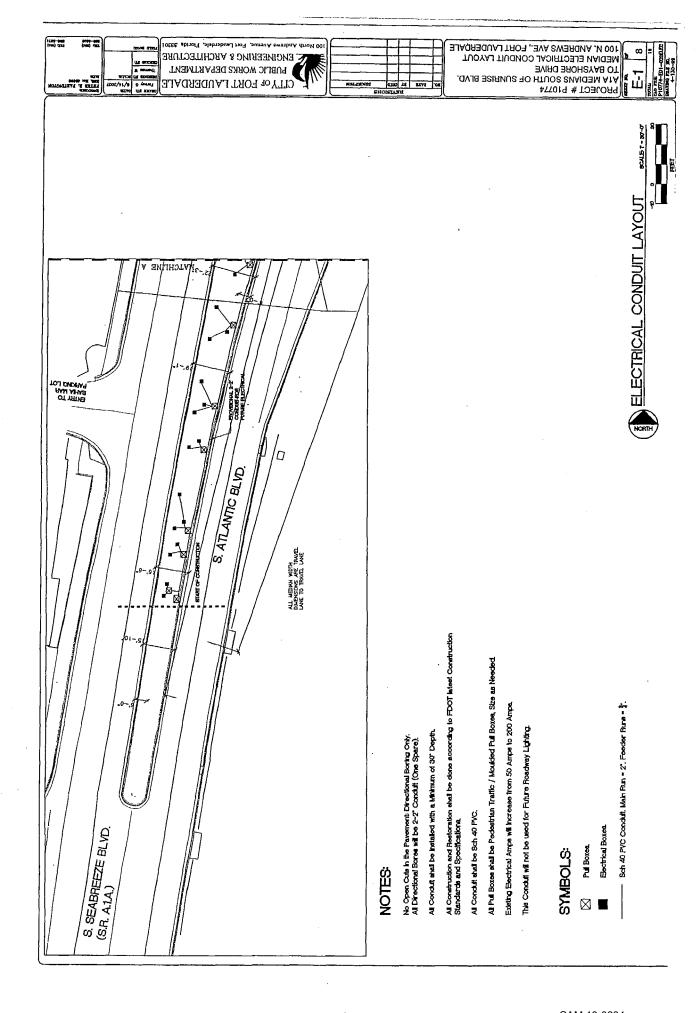




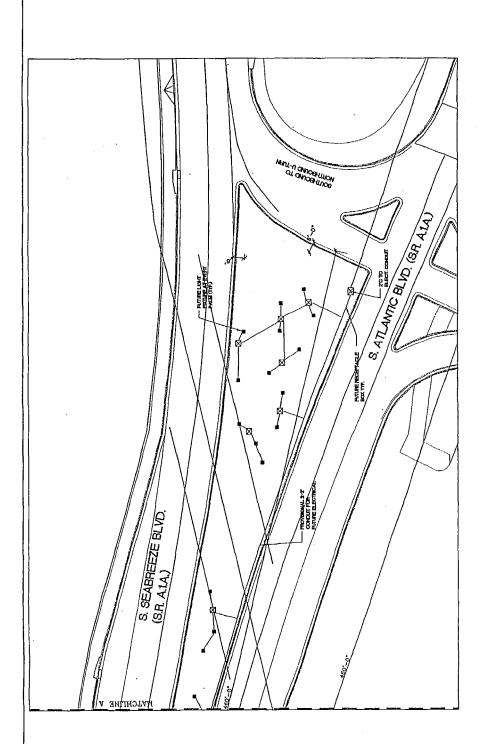


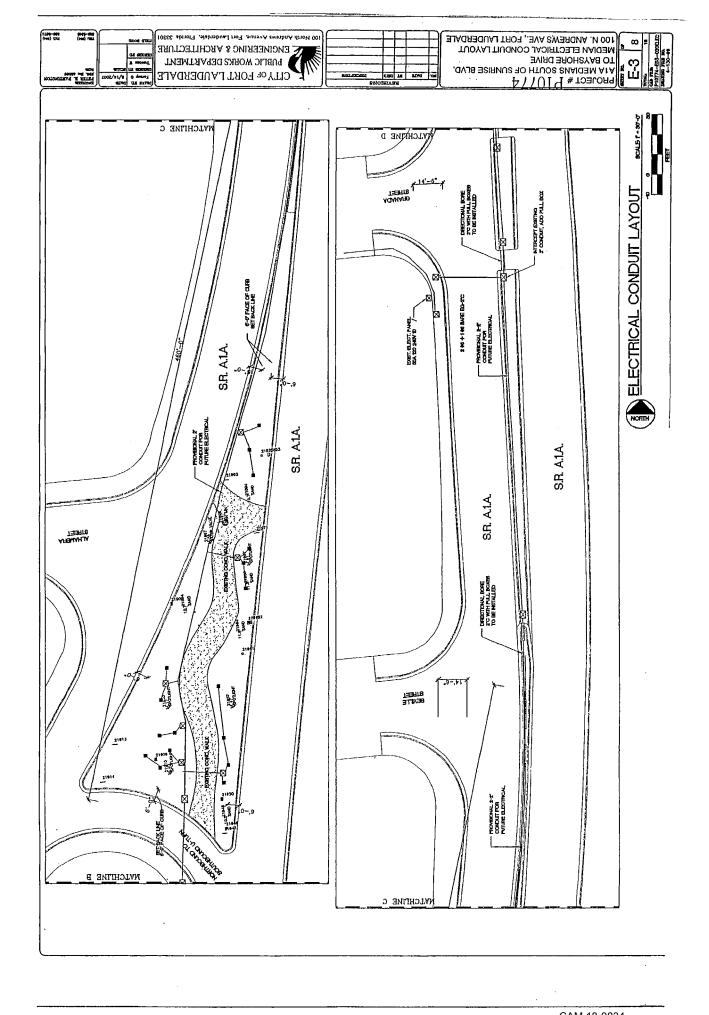


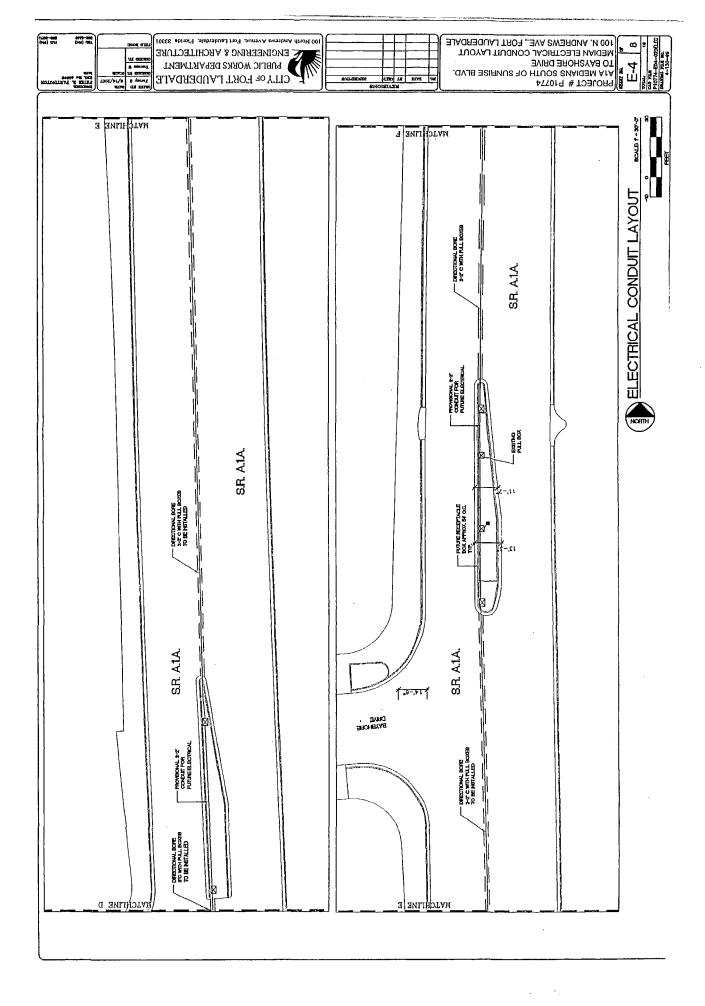


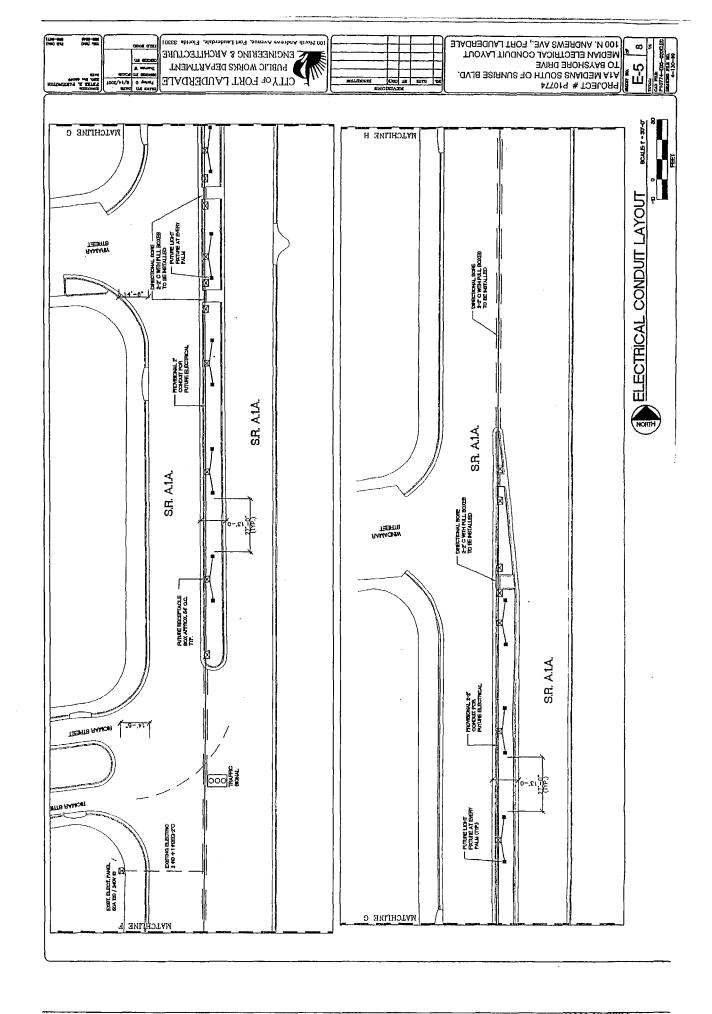


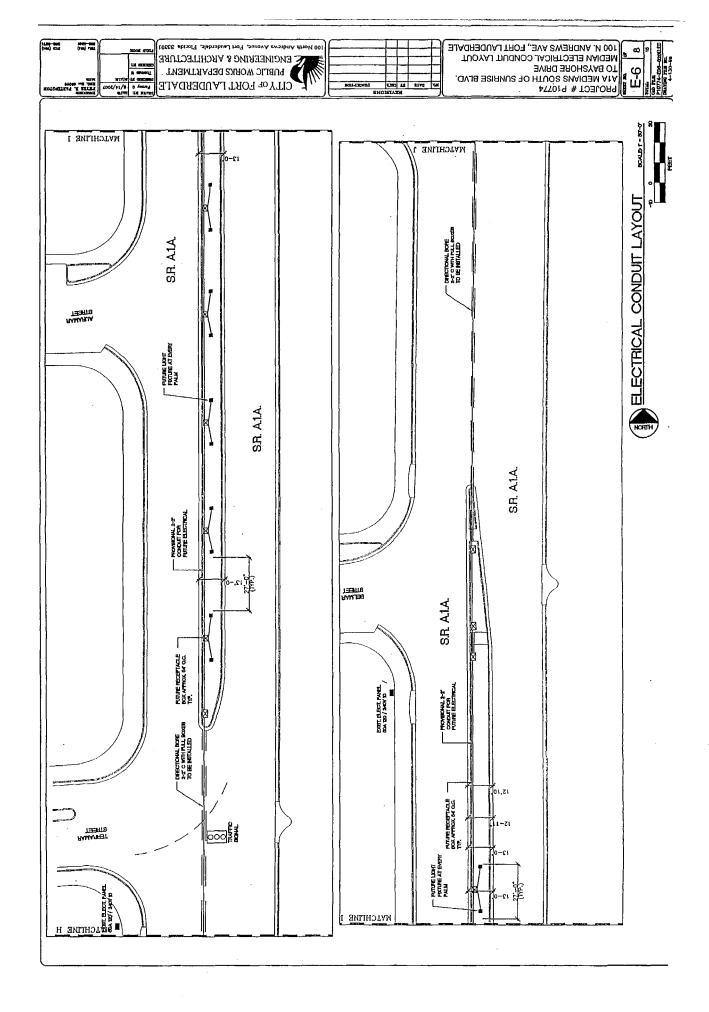


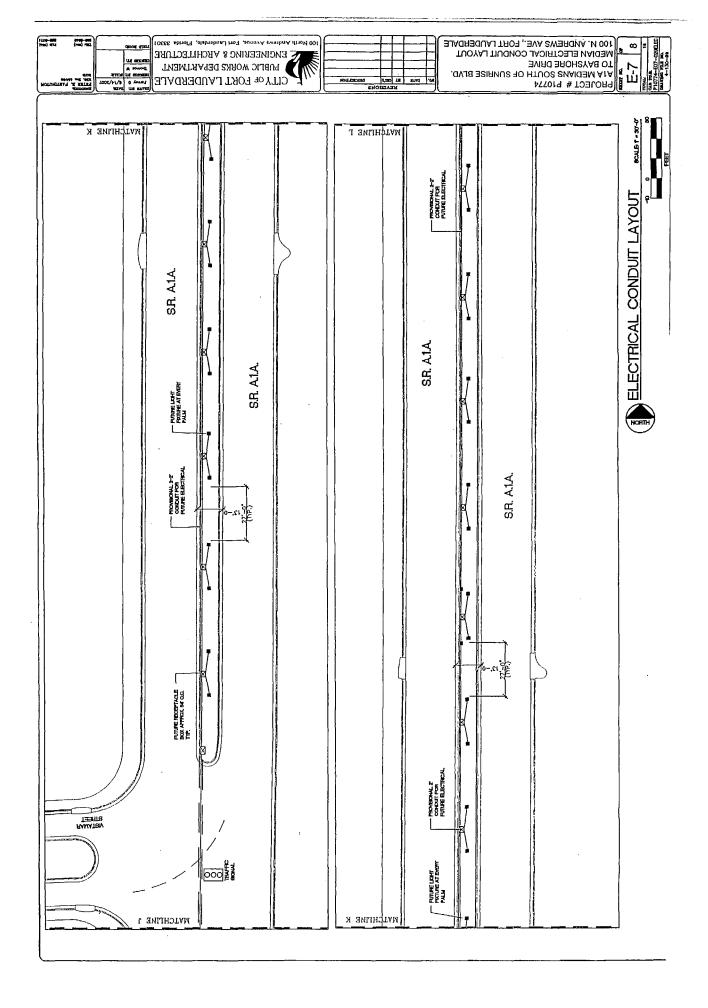


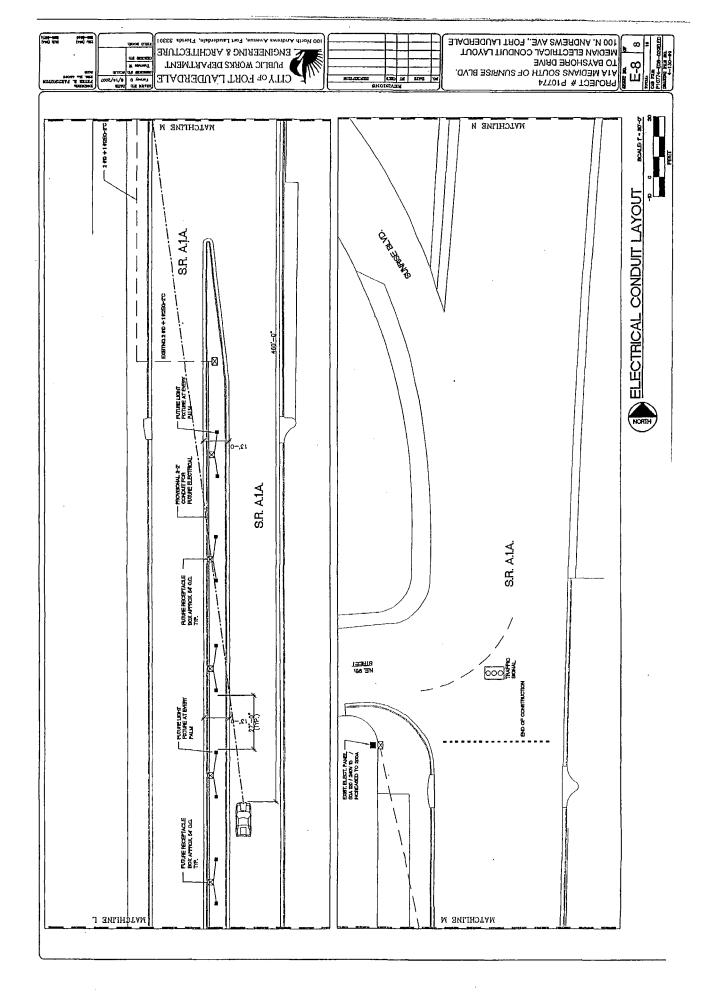












ROAD WORK

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SECTION NO: 86010, 86050,

81180, 86180

S.R. NO(S): A1A

COUNTY: BROWARD

FM NO.(S): 22811.6, 41687.2 WPI NO.(S): 4110739, 4110882

### **EXHIBIT H**

### PENDING DEPARTMENT PROJECT'S COST ESTIMATE

Dated: <u>7/3/07</u>

\$ 34,266.48

See Attached

er transport	The series, and the minimum respectively. In the St. Martin shape, said a sec	Marin Libro	Likasinies manistra	na espaciera sicurado	. Non-recoverable with the	
Pay Item No.	Construction Item	"Units",	Quantity	Unit Cost	Total Cost	
570-1-2	Performance Turf (ST. Augustine 'Floritam')	SY	773.00	\$3.50	\$2,705.50	
Landscape	e Complete (Small Plants)	医特殊性	<b>ENSUITE</b>	组织 海洲原民	<b>数</b> 类数据数据	
580-1-1	Sea Oxeye Daisy		450	\$10.00	\$4,500.00	
580-1-1	Beach Sunflower	L EA	100	\$10.00	\$1,000.00	
\$5,500.00 \$5,500.00						
Landscap	e Complete (Large Plants)	网络马克斯	地流域的	如何是否是		
580-1-2	Live Oak	EA	4	\$1,000.00	\$4,000.00	
580-1-2	Sabal Palm	EA	28	\$200.00	\$5,600.00	
580-1-2	Montgomery Palm	EA	18	\$500.00	\$9,000.00	
580-1-2	Ligustrum	EA	8	\$500.00	\$4,000.00	
SUBTOTAL						
590-70	Irrigation System	LS	1	\$3,460.98	\$3,460.98	
TOTAL ES	STIMATED CONSTRUCTION COST				\$34,266.48	

### Opinion of Probable Construction Costs

S.R. A-1-A (Ocean Blvd.)

Median Landscape and Irrigation Plans

FPID No. 416872-1-52-01

Project Limits: From 18th Street to Oakland Park Blvd.

City of Ft. Lauderdale, Florida

Date: June 29, 2007