

SECTION NO: 86110
 S.R. NO(S): 838
 COUNTY: BROWARD
 FM NO.(S): 41496.1, 23001.0,
 ST. PROJ. NO.(S): 86110-3504
 WPI NO.(S): 4119110, 4110882

**DISTRICT FOUR (4)
 MAINTENANCE MEMORANDUM OF AGREEMENT
 INCLUSIVE AGREEMENT FOR SR 838**

THIS AGREEMENT, made and entered into this 12th day of December 2007 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**.

W I T N E S S E T H:

WHEREAS, the **DEPARTMENT** has jurisdiction over **State Roads 838** as part of the State Highway System as described in Exhibit A; and

WHEREAS, the **AGENCY** seeks to install and maintain certain landscape improvements within the right-of-way of State Road 838 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 838 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

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

WHEREAS, the **AGENCY** and **DEPARTMENT** intend for this agreement to replace and supersede the agreements described in Exhibit C 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. 07-177 dated Sept. 18 2007 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 838 in Exhibit B & D. Hardscape shall mean any non-standard lighting and/or sidewalk or median surfacing such as: 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 E. Hardscape shall mean any non-standard lighting and/or sidewalk or median surface treatments, 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 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.
- (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. 9th 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 F Maintenance Plan for maintenance activities for landscape projects.
3. The **AGENCY** agrees to maintain the *landscape improvements* as defined as: plantings, irrigation, and / or hardscape within the medians and areas outside the travel way to the right of way line, by periodic pruning, mowing, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, and repair, following the **DEPARTMENT'S** landscape safety and plant care guidelines and Exhibit F Maintenance Plan. The **AGENCY'S** responsibility for maintenance shall include all landscaped / turf and hardscape areas within the median and areas within the travel way to the right of way line. Hardscape shall mean any non-standard roadway, sidewalk or median surfacing covered by interlocking pavers, stamped asphalt and / or stamped concrete with the associated header curbs; and/or landscape accent lighting. It shall be the responsibility of the **AGENCY** to restore an unacceptable ride condition of the roadway caused by the differential characteristics of the concrete pavers and/or the header curb on Department of Transportation right-of-way within the limits of the Project.

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 mowing 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 way 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, impact fees and connections as well as on-going cost of the utility are the maintaining **AGENCY'S** responsibility.

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 as listed in Exhibit C. 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.

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.

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 after which time the **DEPARTMENT** may remove same.
 - 7. The **AGENCY** at its own expense and by FDOT permit shall install the landscape improvements described in Exhibit E. The **DEPARTMENT** shall be invited to assist the **AGENCY** in final inspection before acceptance of the job by the **AGENCY**. The **DEPARTMENT** shall approve the job provided it complies with the permit.
 - 8. The **AGENCY** agrees to reimburse the **DEPARTMENT** all monies expended by the **DEPARTMENT** for the projects listed in Exhibit B and Exhibit C 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.
The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection.
 - 9. 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.
 - 10. The term of this Agreement commences upon execution.
 - 11. With respect to any of the **AGENCY'S** agents, consultants, subconsultants, contractors, sub-contractors, sub-contractors, such party in any contract for this project shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands,

liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission 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 maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of \$1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of \$500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office 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.

12. 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**;
13. 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/CityManager/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 discretion, may install sod and the agency shall be required, pursuant to this Agreement, to continue maintaining said landscape improvements.
14. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby except as specifically stated herein.
15. 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.
16. 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.
17. This Agreement may not be assigned or transferred by the **AGENCY** in whole or part without the consent of the **DEPARTMENT**.

18. 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.
19. 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.
20. 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 838 City Limits & Agreement Status Graphic
Exhibit B: Projects Pending Agreements
Exhibit C: Existing Projects Agreements
Exhibit D: Pending Department Project's Landscape Improvement Plans
Exhibit E: Pending Agency Project's Landscape Improvement Plans
Exhibit F: Maintenance Plan

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

WITNESSES:

Safecor B. Ali
Safecor B. Ali

Print Name

H. Skandrudal
Hanna Skandrudal

Print Name

(SEAL)

CITY OF FORT LAUDERDALE,
a municipal corporation

By

JIM NAUGLE, Mayor

By

GEORGE GRETSAS, City Manager

ATTEST:

Jonda K. Joseph
JONDA K. JOSEPH, City Clerk

Approved as to form:

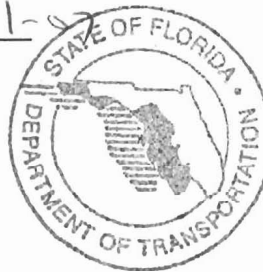
Harry A. Stewart
HARRY A. STEWART, City Attorney
Assistant

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: Gary O'Reilly
Transportation Development Director

12-11-07
Date

Attest: Maria L. Lutz (SEAL)
Executive Secretary



Approval as to Form

Dawn Radwan
Dawn Radwan, District General Counsel

12/11/2007
Date

SECTION NO: 86110
S.R. NO(S): 838
COUNTY: BROWARD
FM NO.(S): 41496.1, 23001.0,
ST. PROJ. NO.(S): 86110-3504
WPI NO.(S): 4119110, 4110882

EXHIBIT A

CITY OF FORT LAUDERDALE SR 838 WITHIN CITY LIMITS

All state road right of way on SR 838 (Sunrise Boulevard) within the limits of the City of Fort Lauderdale which current city limits are from N.W. 24th Avenue (M.P.5.789) to SR A-1-A (M.P.1.131).

EXHIBIT A - CITY OF FORT LAUDERDALE AGREEMENT STATUS GRAPHIC:

Areas currently maintained by the Agency pursuant to an Maintenance Memorandum of Agreement (MOA) (areas in green and orange) and areas to be landscaped (in blue), along with areas not currently being maintained (in yellow) by the Agency shall be maintained by the Agency as provided for in this agreement.



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EXHIBIT B

PROJECTS PENDING AGREEMENTS

Agency Installed Project:

State Road 838 (Sunrise Blvd.) Junkyard Fence Screening and Sidewalk Enhancement Plan, dated 6/5/07, from (M.P. 6.300) to (M.P. 6.310) associated with the SR 9 (I-95) & SR 838 (Sunrise Blvd.) 2004 Broward Beautiful Greening Gateways Project Plans, dated 3/19/04, FM # 414961.1.

Department Installed Project:

State Road 838 (Sunrise Blvd.) Median Plan from (M.P. 5.789) to (M.P. 6.058), As-Built Plan dated 6/4/07, associated with the SR 9 (I-95) & SR 838 (Sunrise Blvd.) 2004 Broward Beautiful Greening Gateway Project Plans, dated 3/19/04, FM# 414961.1.

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EXHIBIT C

EXISTING PROJECTS 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:

9/23/99 State Road 838 (Sunrise Blvd.) from S.R. 5 (US 1) (M.P. 8.161) to S.R. A-1-A (M.P. 1.131)
FM No. 23001025410, Contract No. AH494. Landscape medians and areas outside the travel way: landscape, irrigation, including landscape/turfed areas and areas covered with interlocking pavers. Resolution No. 99-105.

3/17/97 State Road 838 (Sunrise Blvd.) from just west of Breakers Ave. (M.P. 1.015) to SR A1A (M.P. 1.131) WPI 4110882, landscape medians and areas outside the travel way: including the maintenance of landscape/turfed areas, irrigation, interlocking pavers, landscape lighting (including the operational costs). Resolution 96-161 (10/1/96).

6/10/93 State Road 838 (Sunrise Blvd.) from N.E. 26th Avenue (M.P. 0.515) to S.R. A-1-A (M.P. 1.131)
WPI # 4119110, landscape medians and utility strips including landscape/turfed areas and areas covered with interlocking pavers. Motion passed 2/16/93. Agreement includes Landscape Plans for a project titled 8611-Median Landscape Redevelopment – Sunrise Blvd. from I-95 (M.P. 6.113) to Gateway (M.P.0.054).

9/19/72 State Road 838 (Sunrise Blvd.) from SR 5 (US 1) (M.P. 8.61) to N.W. 18th Avenue (M.P. 5.789)
Project # 86110-3504, Supplemental Agreement for landscape and irrigation median strip Resolution No. 72-257.

4/4/72 State Road 838 (Sunrise Blvd.) from SR 5 (US 1) (M.P. 8.61) to N.W. 18th Avenue (M.P. 5.789)
Highway Beautification Act funds for the landscape and irrigation of median strips. Resolution 72-99.

This Agreement, pursuant to paragraph numbered 10, shall supersede all other above agreements except as to the actual landscape plans that have not been replanted by subsequent FDOT approved projects. The terms of this Agreement shall apply to those landscape plans.

SECTION NO: 86110
S.R. NO(S): 834
COUNTY: BROWARD
FM NO.(S): 41496.1, 23001.0,
ST. PROJ. NO.(S): 86110-3504
WPI NO.(S): 4119110, 4110882

EXHIBIT D

PENDING DEPARTMENT PROJECT'S LANDSCAPE IMPROVEMENT PLANS

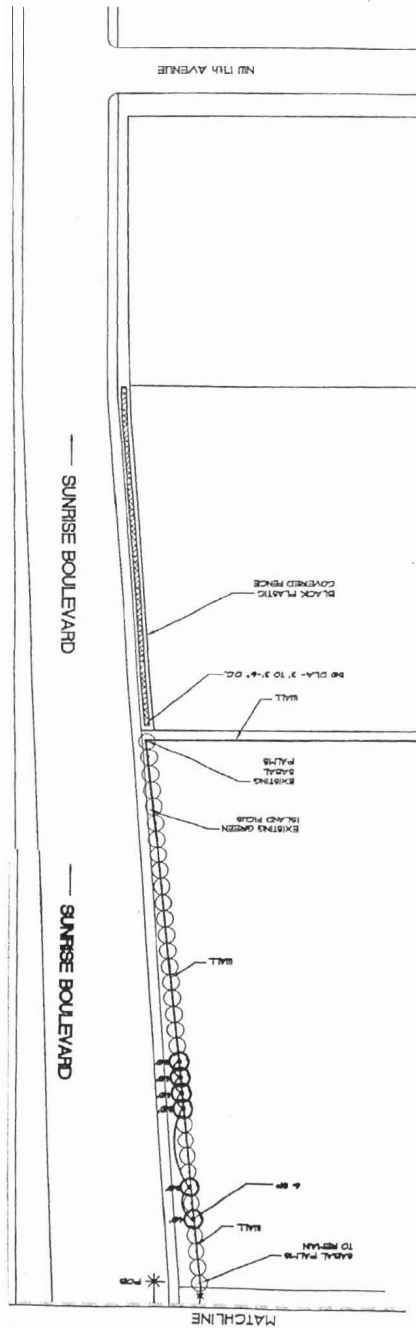
Dated: 6/5/07

SECTION NO: 86110
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EXHIBIT E

PENDING AGENCY PROJECT'S LANDSCAPE IMPROVEMENT PLANS

Dated: 6/5/07

[illegible]

Shrub & Ground Cover Planting Detail



PLANTING SCHEDULE - SUNRISE BLVD. AND I-95					
		B-FRAB			
No.	CODE	BOTANICAL NAME	COMMON NAME	MAINE	PROPAGATION
M6	PJLA	Ostrya LUTESCENS	AMERICAN HAWTHORN	N	3 DALL. NO. 30-38 DIA. 3 TO 5 " 4" OC

[illegible]

SOUTH EAST QUADRANT

SCALE, 1" 30'

OR
DRAWING MILL NO.
4-571-15

五

PROJECT #P10660
SR9 (I-95) AND SUNRISE BOULEVARD
INTERCHANGE
LANDSCAPE PLAN
100 N. ANDREWS AVE., FORT LAUDERDALE

DATE: 4-24-2006
DRAWN BY: TM
CHECKED BY: Thomas White
TMM FILE

KEYWORDS:



CITY OF FORT LAUDERDALE
PUBLIC SERVICES DEPARTMENT
ARCHITECTURAL DIVISION
Culture • Landscape Architecture • Project Management
Andrews Avenue, 8th Floor, Fort Lauderdale, Florida 33301

LANDSCAPE ARCHITECT:
THOMAS WHITE ARLA-ISA
REG. NO. 1100
DATE:

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EXHIBIT F

MAINTENANCE PLAN

Dated: 6/5/07

MAINTENANCE PLAN

Landscape Improvements

Project State Road No(s): 838 (Sunrise Blvd.)
Project Limits: from N.W. 24th Ave. (M.P.5.789) to SR A-1-A (M.P.1.131)
FM No(s): 41496.1, 23001.0
ST. PROJ. No. (S) 86110-3504
WPI NO.(S): 4119110, 4110882
Maintaining Agency: City of Fort Lauderdale
Date: June 5, 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.

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.

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 shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers. 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 become damaged they shall be replaced with the same type and specification as the approved plan. Synthetic Turf shall be maintained free of weeds and debris and must be promptly replaced if the surfacing is damaged.

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.

REFERENCES

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

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

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

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*
<http://www.dot.state.fl.us/specificationsoffice/July06WB/5800000SS.pdf>

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

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

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

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

Florida Irrigation Society
<http://www.fisstate.org>

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

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



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

PLANNING AND
ENVIRONMENTAL MANAGEMENT-DISTRICT 4
3400 West Commercial Boulevard
Fort Lauderdale, FL 33309-3421
Telephone: (954) 777-4601
Fax: (954) 777-4310

STEPHANIE C. KOPELOUSOS
SECRETARY

December 13, 2007

Ms. Rose Picchio
City Clerk's Office
City of Fort Lauderdale
100 N. Andrews Avenue
Fort Lauderdale, Florida 33301

Dear Ms. Picchio:

RE: District Four (4) Inclusive Maintenance Memorandum of Agreement (MOA) for State Road 838 (Sunrise Blvd.) from N.W. 24th Avenue (M.P.5.789) to SR A1A (M.P.1.131).

Enclosed is one (1) original executed Inclusive Maintenance Memorandum of Agreement for the landscape improvements previously installed along State Road 838 (Sunrise Blvd.) within the city limits of Fort Lauderdale. This agreement supersedes the existing agreements referenced in Exhibit C in this Agreement.

As established in the enclosed Agreement, in the event the Department decides to construct additional landscape improvements or modify these improvements within the limits of the rights of way identified above, the Department and the City shall agree in writing and require a City designated signature (Chairperson/Mayor/Director of Parks & Recreation/City Manager/City Engineer/Director of Public Works) for the approval of said landscape improvements and maintenance plan thereof. An sample Consent Form is attached for you information.

If you have any questions or need further information, please contact me at (954) 777-4219.

Sincerely,

Elisabeth A. Hassett, R.L.A.
District Landscape Architect

Ms. Rose Picchio
December 13, 2007
Page 2

Enclosures:
Original Copy Inclusive MOA
Sample Inclusive MOA Addendum

CC: P.Thornberg
Cleo Marsh
Tom Reynolds
File

SECTION NO: 86110
S.R. NO(S): 838
COUNTY: BROWARD
FM NO.(S): xxxxxx

**DISTRICT FOUR (4)ADDENDUM # ONE (1)
TO STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION AND
CITY OF FORT LAUDERDALE LANDSCAPE
INCLUSIVE MEMORANDUM OF AGREEMENT FOR SR 838**

This is Addendum Number One to the Agreement dated XXXXXXXX, made and entered into this _____ day of _____ 20__ by and between the State of Florida Department of Transportation hereinafter called the “**DEPARTMENT**” and the City of Fort Lauderdale, a political subdivision of the State of Florida, hereinafter called the “**AGENCY**”.

The parties agree as follows:

Pursuant to paragraph 13 of the Inclusive Agreements for SR 838 dated XXXXXXXX the **DEPARTMENT** has decided to construct additional landscape improvements or to modify an improvement located as indicated in Exhibit A. (M.P. XXXXX) to (M.P. XXXXX) in accordance with the plans attached as Exhibit B.

The **AGENCY** shall agree to maintain the landscape improvements as provided in the Inclusive Agreement described above and as provided in the Maintenance Plan, attached as Exhibit C.

The **DEPARTMENT** agrees to enter into a contract to have installed said landscape improvements for an amount as indicated in Exhibit D not to exceed \$XXXXXX

Contacts under paragraph 1 of the above referenced have been changed as follows:

Exhibits

Exhibit A – PROJECT LOCATION & PROJECT LOCATION MAP
Exhibit B - PROJECT PLANS
Exhibit C – MAINTENANCE PLAN
Exhibit D - PROJECT COSTS

In Witness Whereof, the parties hereto have executed with this Addendum effective the ____ day _____ year written and approved.

CITY OF FORT LAUDERDALE,
a municipal corporation.

BY:

Chairperson/Mayor/Director of Parks &
Recreation/City Manager/City Engineer/
Director of Public Works

City Attorney

Date

State of Florida
Department of Transportation

BY:

Transportation Development Director

District General Counsel

Date

SECTION NO: 86110
S.R. NO(S): 838
COUNTY: BROWARD
FM NO.(S): XXXXXX

EXHIBIT A

I. PROJECT LOCATION:

II. PROJECT LOCATION MAP:

SECTION NO: 86110
S.R. NO(S): 838
COUNTY: BROWARD
FM NO.(S): XXXXXX

EXHIBIT B

PROJECT PLANS

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

Please see attached plans prepared by:

Dated:

SECTION NO: 86110
S.R. NO(S): 838
COUNTY: BROWARD
FM NO.(S): XXXXXX

EXHIBIT C

MAINTENANCE PLAN

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

Dated:

SECTION NO: 86110
S.R. NO(S): 838
COUNTY: BROWARD
FM NO.(S): XXXXXXXX

EXHIBIT D

PROJECT COST

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

Dated:

I. APPROXIMATE PROJECT COST:

\$ XXXXXX