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/st</u> day of <u>9</u>, 2008 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 262.4, 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 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.]).
- (1) 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 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 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, 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 on-going 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 <u>\$ 34,266.48</u> 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.
- 12. 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 Page 8 of 23

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.

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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

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CAM 21-0580 Exhibit 3 Page 10 of 73

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

WITNESSES:

Skoundridowns Print Name

(SEAL)

CITY OF FORT LAUDERDALE, a municipal corporation By ÙĞĪ Mavo

By Attecher GEORGE GRETSAS, City Manager

ATTEST: Jonda K. Jake ph JONDA K. JOSEPH, City Clerk

Approved as to form:

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OF FLORIDA WF OF TRI MENT OF TRANSPORTATION

By: Intreasing Transportation Development Director

Date

Attest: (SEAL)

Executive Secretary

Approval as to Form

District General Counsel

131/2008 Date

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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 A

CITY OF FORT LAUDERDALE SR A1A WITHIN CITY LIMITS

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 / 17th 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. <u>2.039</u> (south of Poinsettia Street) to M.P. <u>6.410</u> (Flamingo Drive)

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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

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EXHIBIT A

CITY OF FORT LAUDERDALE STRAIGHTLINE DIAGRAM FOR STATE ROAD A1A

See Attached

Page 14 of 23

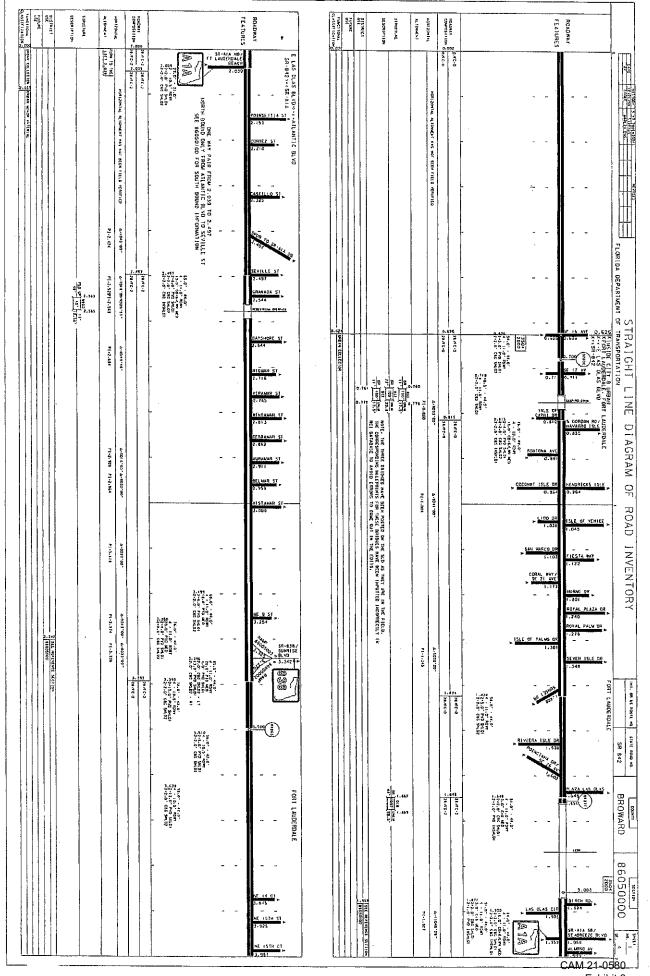
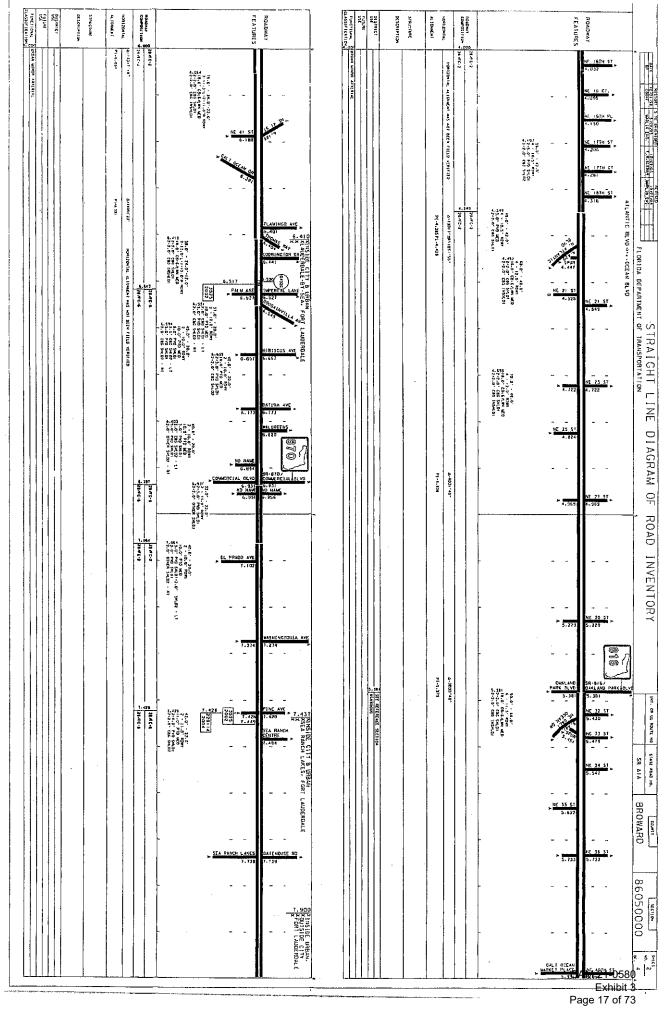
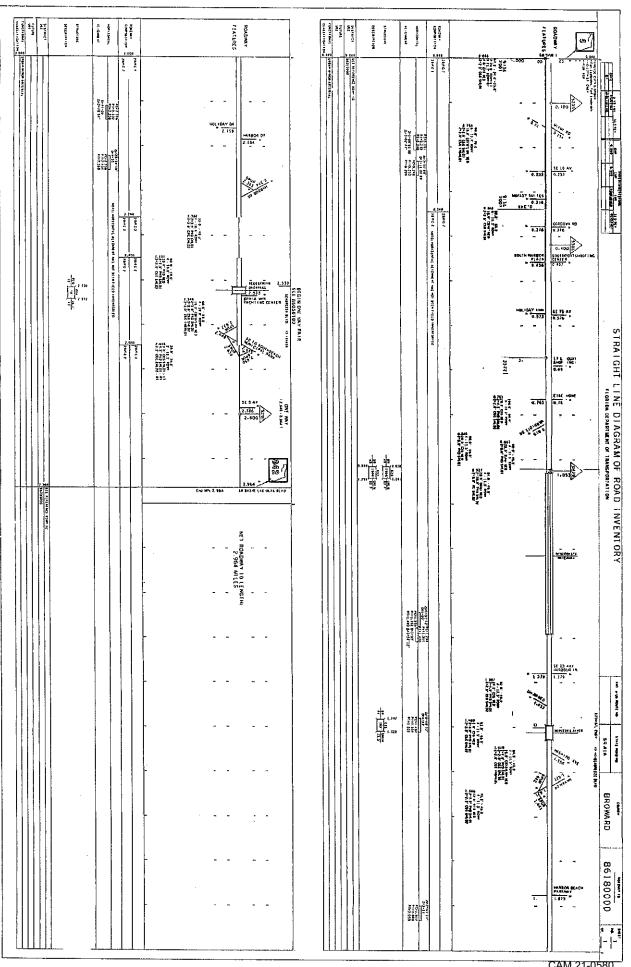


Exhibit 3 Page 16 of 73



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CAM 21-0580 Exhibit 3 Page 19 of 73 .

SECTION NO): 86010, 81180,
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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.

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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 C

MAINTENANCE PLAN

See Attached

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MAINTENANCE PLAN Landscape Improvements

Project State Road No(s):SR A1AProject Limits:From SR 5 (M.P.0.000) to Flamingo Dr. (M.P.6.410)Maintaining Agency:City of Fort LauderdaleDate: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.

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

SciOPEN Lundson, NPP4 Industriel SR A14 Ind MOA Re Lature (Track) shah 2-24-07.cod

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 http://www.dot.state.fl.us/rddesign/DesignStandards/Standards.htm

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.

FDOT/EAH

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REFERENCES

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

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

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) <u>http://www.co.palm-beach.fl.us/mpo/library/fdot/fdot_design.htm</u>

Florida Department of Transportation, FDOT Standard Specifications for Road and Bridge Construction, Section 580-Landscape Installation http://www.dot.state.fl.us/specificationsoffice/Julv06WB/5800000SS.pdf

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

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

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

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

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 @ <u>http://infonet.dot.state.fl.us/SupportServicesOffice/plist.htm</u>

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SECTION NO: 86010, 86050, 81180, 86180 S.R. NO(S): 414

5.K. NU(5);	AIA
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)

- 1. At Intersection of US-1 and S.E. 17th Street Paver crosswalk (all sides) Section 86180, SLD milepost 0.000
- 2. At S.E. 10th Avenue Paver crosswalks (2) Section 86180, SLD milepost 0.253
- 3. At S.E. 5th 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

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- 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. 9th 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. 14th Court Paver crosswalk (1) Section 86050, SLD milepost 3.875
- 15. At N.E. 16th 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)

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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 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 (17th 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 9th Street (M.P. 3.254) to NE 19th 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).

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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: <u>Gentile</u>, Holloway & O'Mahoney

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

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CONTRACTOR RESPONSIBLE FOR INSUMING ALL EXISTING LANDSCHAME AND INFRACTOR IS AMANTANED IN GOOD 6. CONTRACTOR RESPONSIBLE FOR INSUMING ALL EXISTING LANDSCHAME AND INFRACTOR IS AMANTANED IN GOOD 146-ALTH AND CONDITION DURING CONSTRUCTION. ALL EXISTING INEC 344.	I IS MANTAINED IN COOD TECTED PER MDEX 544.			PULL WRES, EUS U.	pull wires, eus anneers, controllers, clocks, backfulling, debris i Mellides the cost of all required fermits to perform this work.	CLOCKS, BACKFIL	LING, DEBRIS	HENDVAL, SYSTEN	testing, n	PULI WIRES, EUS MURIERS, CONTROLLERS, CLOCKS, BUCKFULING, DEBAR REMOVAL, SYSTEM TESTING, MOT. THIS PAY ITEM ALSO MICLIDES THE COST OF ALL RECOURDED FERMITS TO PERFORM THIS WORK.
KEARPTEN REVISIONS BE GESTAPTEN	Centre Holloway O'Mahoney	way O'N	lahone		STATE OF FLORIDA DEPARTMENT OF TRANSONTATION	PTA TION				
	1957 COMMERCE CANE SUITE ON JUPTER, FL JJ456 WWW	50-55-05 73-55-05	80 F.M.	ROAD AD.	COUNTY FIN	FINANCIAL PROJECT ID	_	LANDSCAPE NOTES	CAPE	NOTES

CAM 21-0580 Exhibit 3

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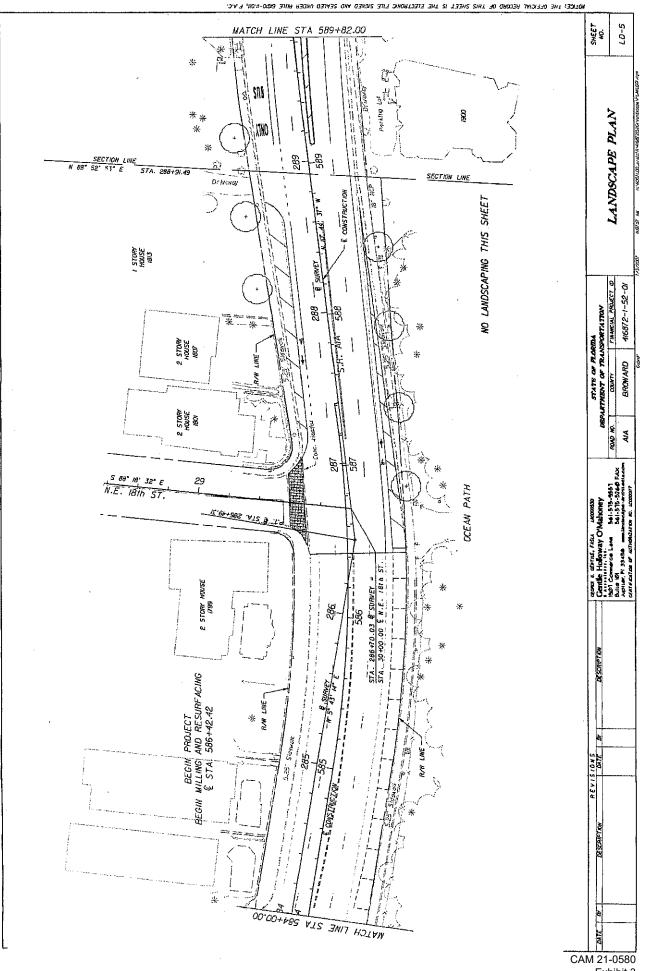


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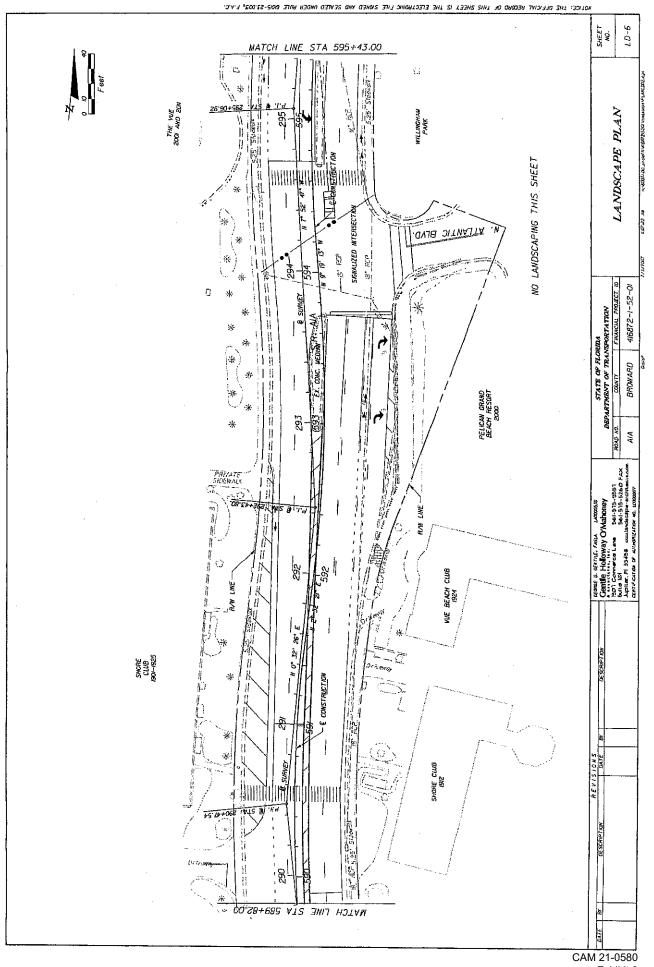
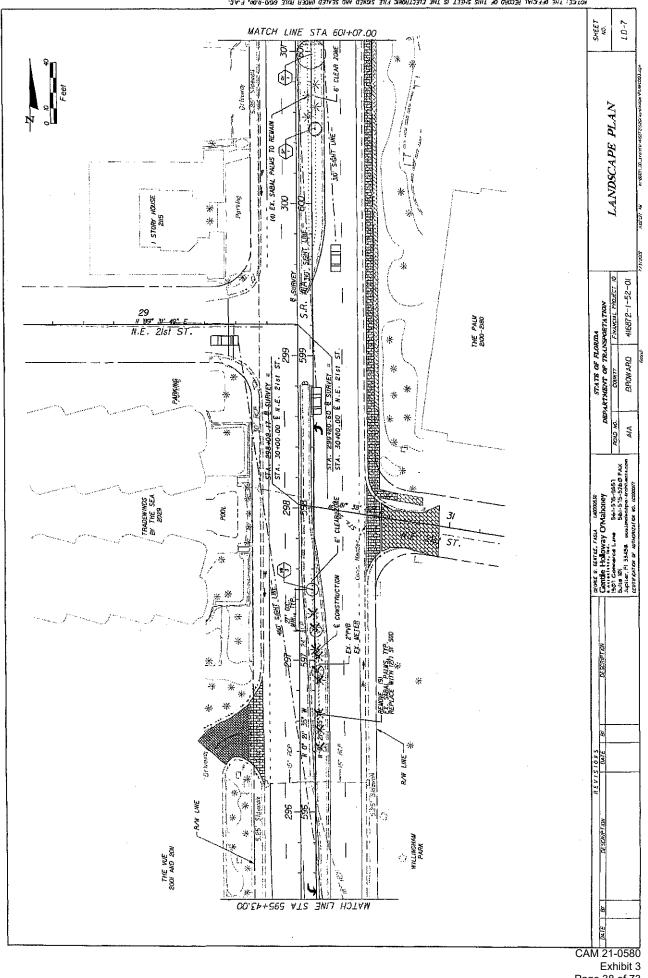
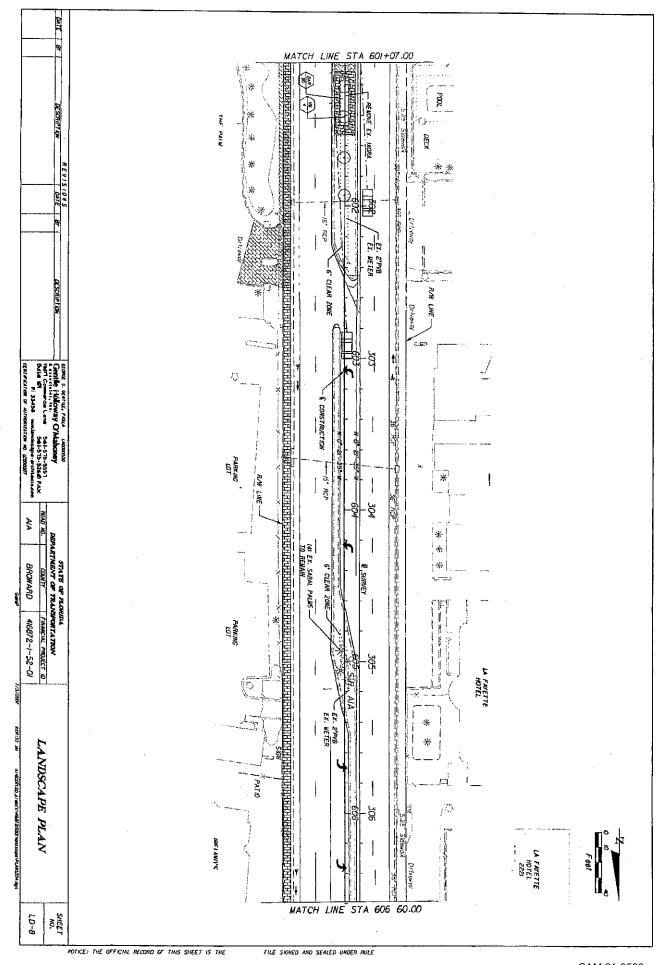


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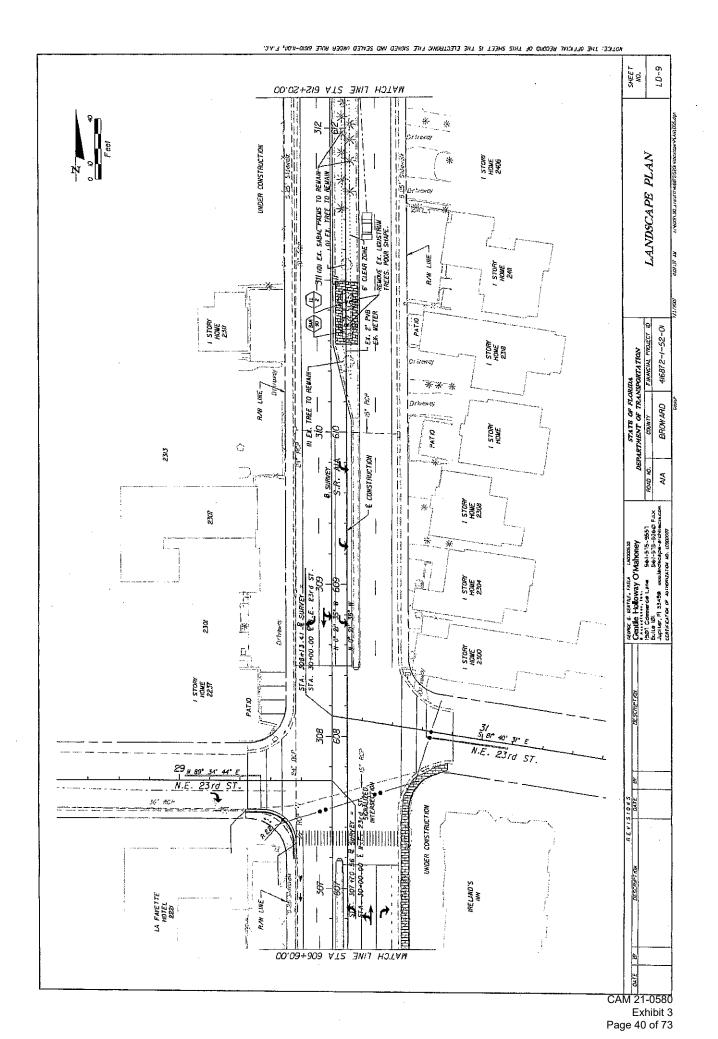


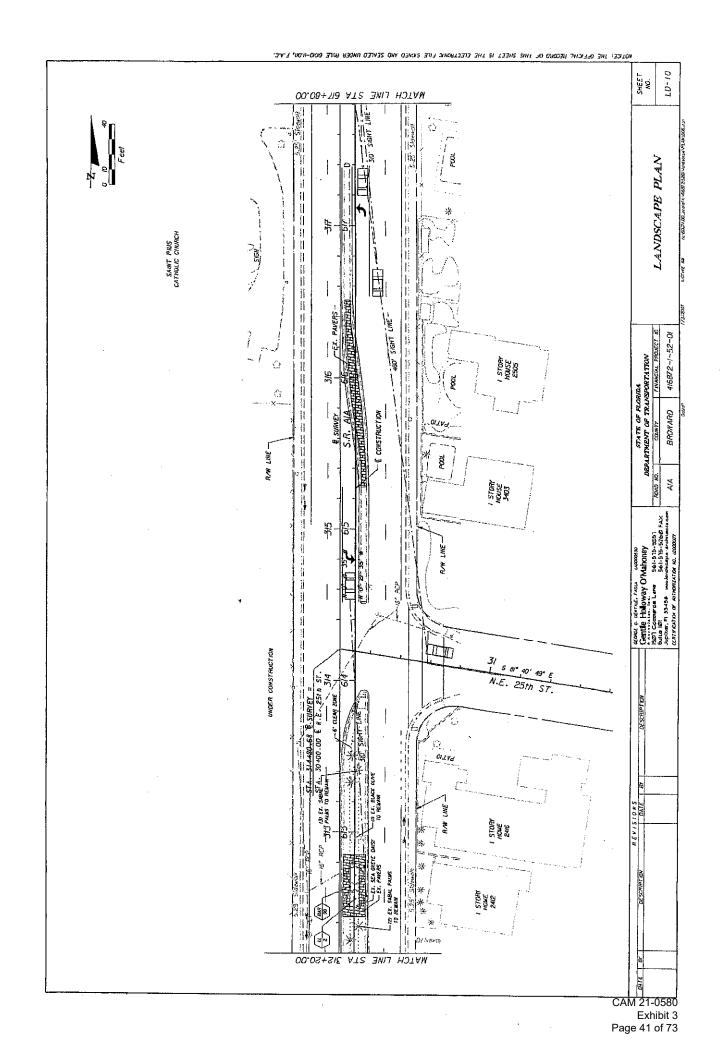
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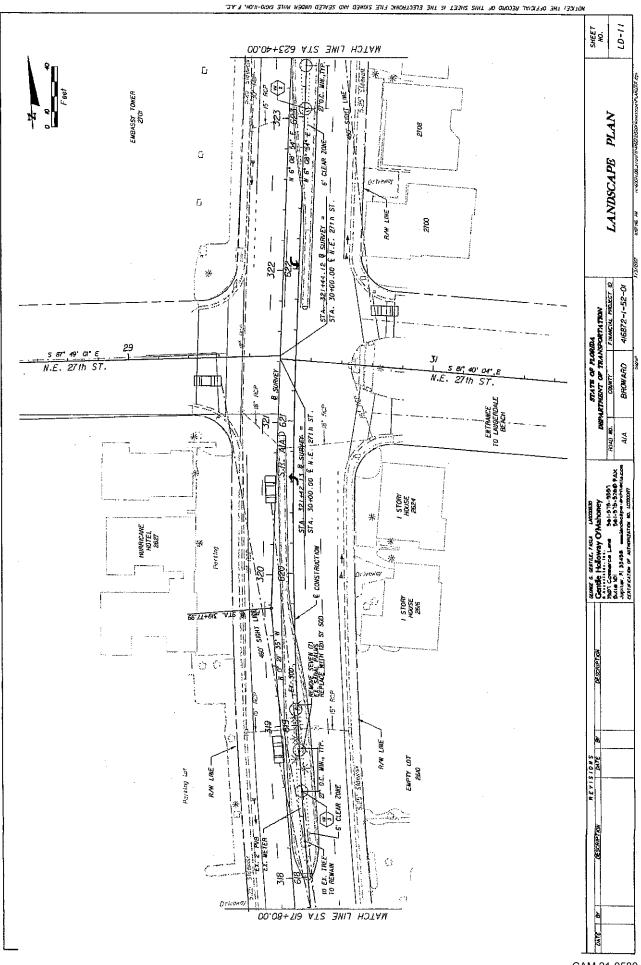
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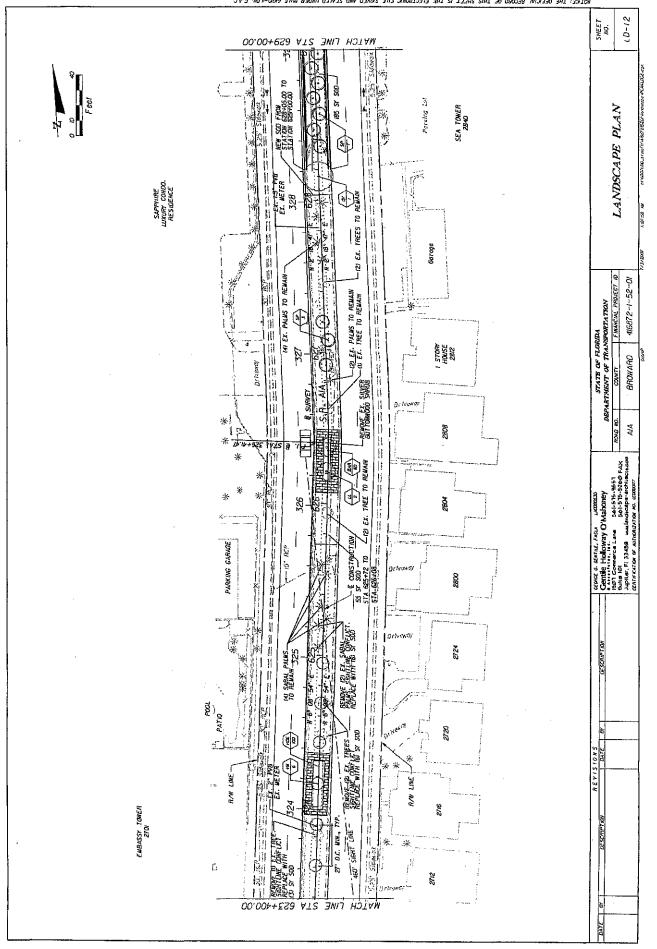
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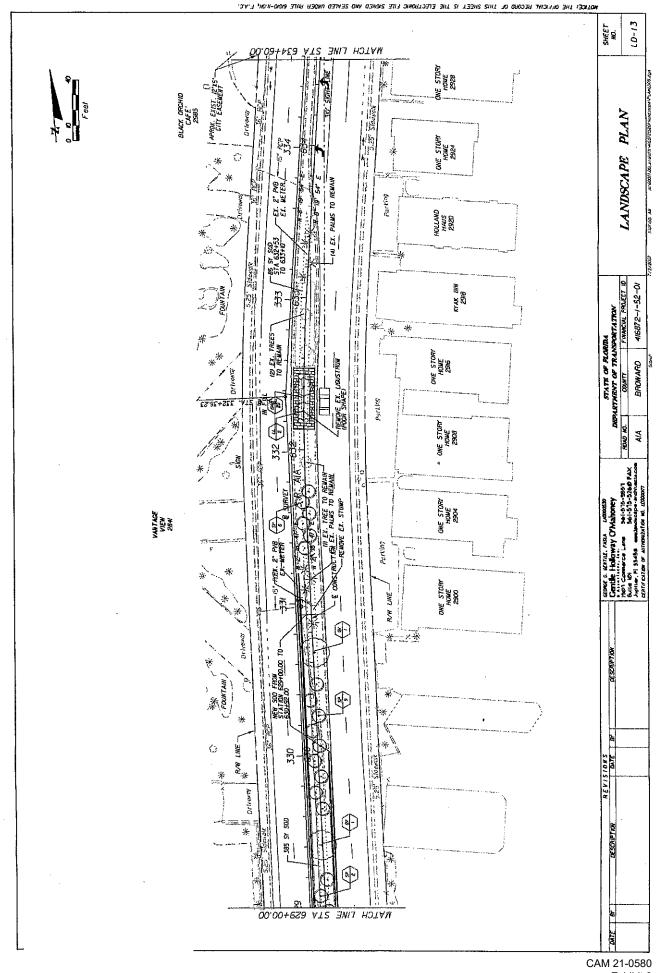




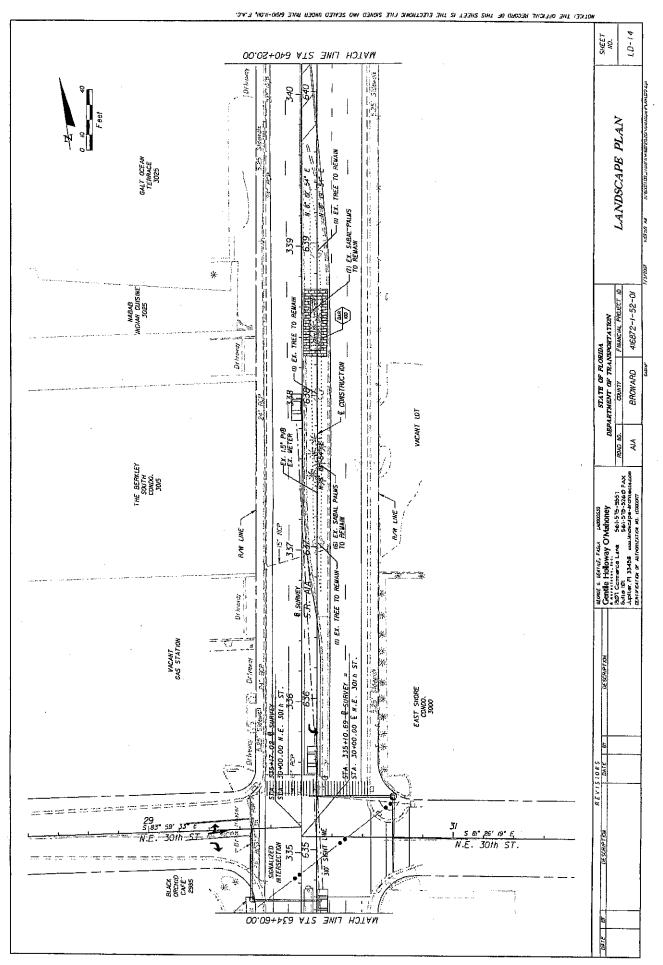
CAM 21-0580 Exhibit 3 Page 42 of 73



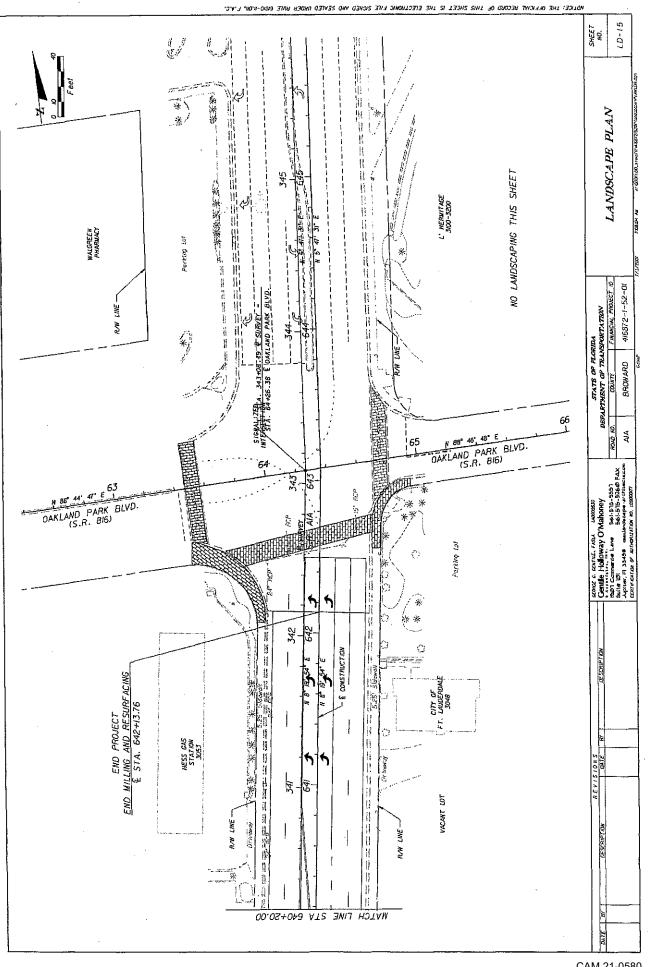




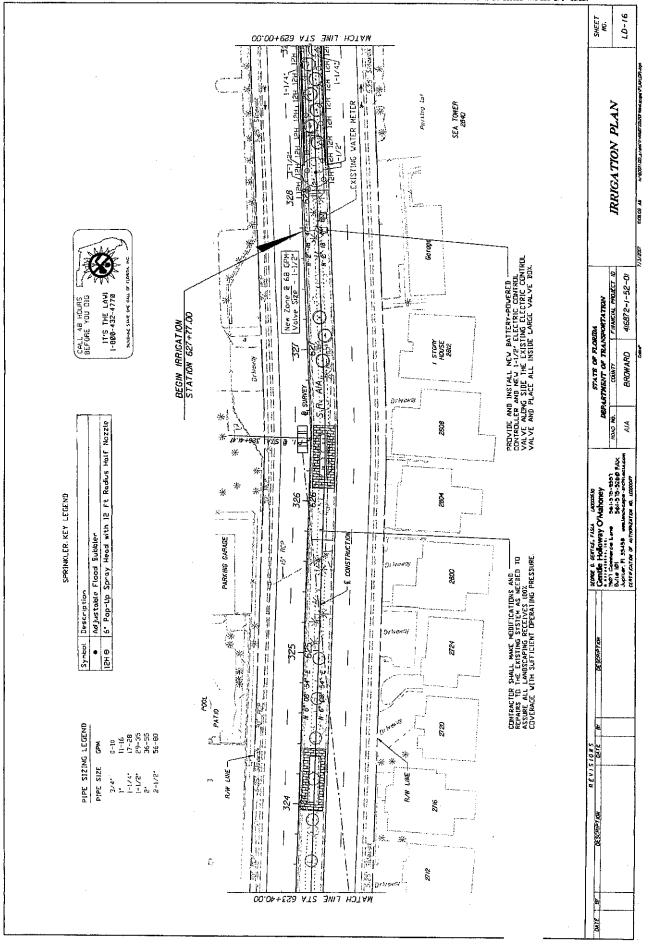
CAM 21-0580 Exhibit 3 Page 44 of 73



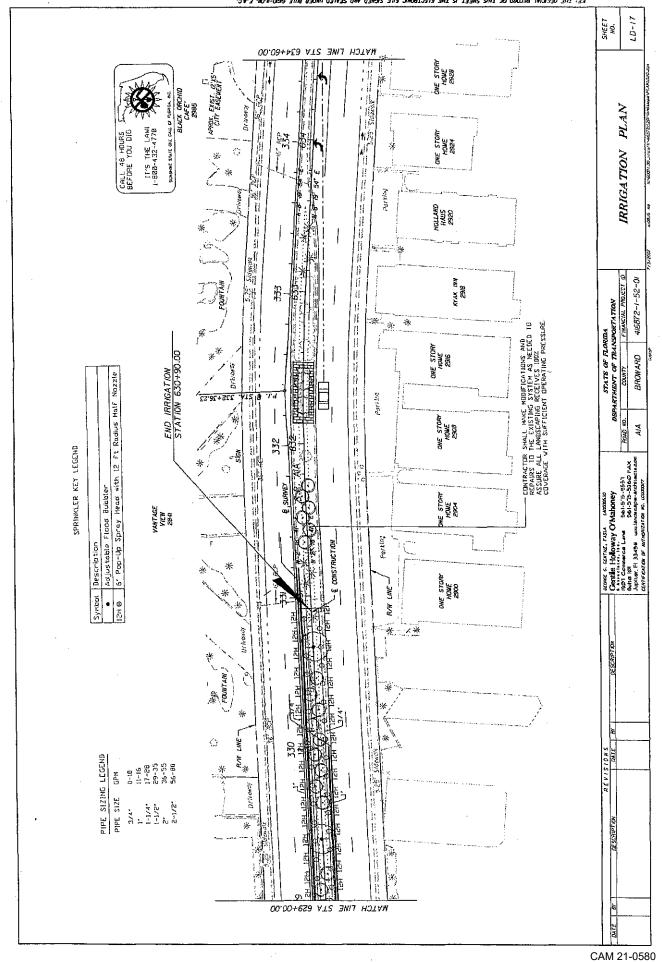
CAM 21-0580 Exhibit 3 Page 45 of 73



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LD-18 SHEET NO. IRRIGATION TABLE AND NOTES or 600% do, scalef it ville? 25 22 Varascon Ve Proper set height they of sprinking is it below maw height;
 Verify head pap-up engin - 6' in turf, ic' in ground coror, end pap-up on faist in the house, a fill weiftig, doon head and
 Chack wight set for hous - if 'hading, doon head and 'hading' and the application hout will pressure and for hous - if 'hading, doon head and 'hading' and and'' and 'hading' and and'' and 'hading' and and'' and and 'hading' and and 'hading' and and 'hading' and and'' and 'hading' and and'' and 'hading' and and'' and and'' and and 'hading' and and 'hading' and and'' and 'hading' and and'' and 'hading' and'' and''' and'' and''' an operation, description, Crack structures to ensure they are appropriate for the second-point and soft type, and irrigation matter. Consult on 1.4. certified point and soft type, and irrigation matter. Consult on 1.4. certified auditor for matterial second in determining proper tripletion scheduling auditor for matterial second in determining proper tripletion scheduling C. Check remain control worke to ensure proper operation.
D. Check sating on pressure regulator to verify proper satiling, if reports generated describing in-animal manual num annual proclams dentified, due prodems reported, and a list of anterlast used in the report. A minimum treast inspections should include the following jasts: present. E. Chest flav control and adjust as needlest ensure when advarte E. Chest flav control and adjust as needlest ensure when advarte A there for least - ensities, trained these, heads, etc. 6. Chest and needs as follows: Inspect all value boxes to ensure they are in good condition, ilds ore in place and locked. Risor height relead/severed to accommodate part gravith potterns and ensure proper accessage.
 Vertify the pop-up riser retracts after operation. If not. 5. Conduct additional Inspections, maintenance losks, etc. Ind. are A. Turn an each zone from the controller to verify automotic 4. Inspect all filters manthly and clean/repulr/replace as needed. I. Every Irrigation zone should be checked monthly and written 3. Check rate shut-off device monthly to easure it functions Check controllier ground for resistance (10 aims ar lessi orce per yeor. Submit written reports. AL SPACE innium recommended Rrigation Maintenance Procedures repolit/replace as needed. perliavier for your site. STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION 0. 5111 FILMINGUL FROMEOF 10 416872-1-52-01 Droperh. ٩Ì BROWARD ROAD NO. AIA THE DESIGNER CANNOT BE HELD RESPONSIBLE FOR AM WATTER, ACT, OR EFFECT AAISMO FROM OFFISPAR, BAOKEN PYES, HENOS OR MOZZLES. In THE EVENT OF A BREAK OR BROKKE OFF HEAD OR MOZZLE, THE COUPONENT SHALL BE REPAIRED/REPLACED,CAPPED, OR ZONE TORNED OFF FROM AUTOUATIC OPERATION AS SOOM AS POSSIBLE. ΤΗΕ DESGREER DOES NOT WARRANT THAT ALL EXSTRMS UNDERGROUND UTUITIES ARE SHOWH, DA, JF SHOWH, ARE PROPERTY LOCATED ON THE PLANS, AND ARE LITHEN IN SERVICE DAMADORD. THE CONTRACTOR SHALL BELESCOPERED TO TATIONS AT LEASS, AND AREANT TO VERILL COATED ON THE DIVILUTE COATENDS AT LEAST AR UNDER APPORTED. THE CONTRACTORS OF ALL BELESCOPERED TO VERILL DEATRONS AT LEAST AR UNDER STATE OUL SUB-NOT SUBSCRIBING TO "SUBSHIFT STATE CHE CALL" ALSO CLUT APPLICABLE LOCAL UTUITI RESERVEDED. TO VERILL DEATRONS AND DEFINIS NOT SUBSCRIBING TO "SUBSHIFT STATE CHE CALL" ALSO CLUT APPLICABLE LOCAL UTUITI RESERVED TO VERILL DEATRONS AND DEFINES сонтрастоя Shillulust existing правлетои за адеалке нателно из рокисер гор аll new landsament the prolect Lunts: contractor shill land existentian system is operational throughout the durator of constructor so that Existing Landscapies is not comprimised. ß 6. ANY WORKERS, WORKED PERFORMED, EQUIPUENT, ECT. WITHIR THE TRAVEL WAY WUST HAVE A MANTEMANCE OF TRAFFIC PER F.D.D.T. HIDEX THE CONTRACTOR SHALL BE RESPONSIBLE FOR CONDUNATING WITH ALL UTIUTY COURANIES AND RELEVANT GOVERWWENT DEPARTMENTS ENSUMING ALL UTIUTIES LOCATED ABOVE, ON, OR BELOW THE SUMFACE OF THE SITE ARE PROFENZ DISCURFED, LOENTFIED, VER AND FIELD LABELED, AND ENSUMING THOSE SAME UTIUTIES ARE AT ALL TWES SAFELY CONTROLLED AND PROFECTED BY REASONALE contractor shall noter the city and project ensmeer of an existing deficiencies withm the existing Armaatian System, I.e. Broken heads, for pressure, proken fre, repairs shall be unde in coordinatian with the city of FT, laudermane. Carbon G. Carring, Fust. JODDAR Gentile Holloway O'Mahoney Artistific Holloway O'Mahoney an countrie Lut. 2009 200 Fust 2017, G. Lusa un Lusari Fusterisco 2017, G. Lusa un Lusari Fusterisco AFTER THE SYSTEW IS FUCKTO AND NOZZEG, THE ARS SHALL BE SET TO UNHUZE OFERSPAN AND THE FUN CONTROLPRESSMA Reculator on the zone control value shall be adusted down to prevent an uistang or fogang, to produce dirretes of Water to unhuze the effect of the Whid thereby lunting overspan and Water Mister. Controller Programmes shall be BE INSTALLED AND MAINTAINED TO MINULIZE OVERSPRAY DNTO ROADWAYS. THE COMTRACTOR SHALL PROVIDE AND INSTALL BATTERT-POMERED CONTROLLER, REWOTE COMTROL VALVE, RAW SENSOR AND VALVE BOX LOCATE SPANKLER HEADS 12" FROM BACK OF CURB. LOCATE ARHIGATION VALVÉ BOXES A UNIMUM 18" FROM BACK OF CURB. SET SO AS NOT TO ALLOW THE IRRIGATION TO CREATE ANY RUN OFF WHICH COULD CREATE WATER OH THE ROAD. ٨ AT THE LOCATION SHOWN ON THE PLAN IN ACCORDANCE TO THE MANUFACTURERS SPECIFICATIONS. N 7. ALL DANAGED OCCURRED BY THE CONTRACTOR SHALL BE REPLACED PER F.D.D.T. STANDARDS. FLORIDA, INC. 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL APPLICABLE FEES AND PERMITS. Р IT'S THE LAWI DE SCRIPT KUR SUNSHINE STATE ONE CALL CALL 48 HOURS BEFORE YOU DIG -800-432-4770 I. THE IRRIGATION SYSTEM HEAD LAYOUT IS DESIGNED AND SHALL REVISIONS IN PLACE PRIOR TO COMMENCING WORK. 8. WATER METERS ARE EXISTING. OF URDEAGROUND UTILITIES. DESCRIPTION RDTES: m. ÷ ť Ś 19

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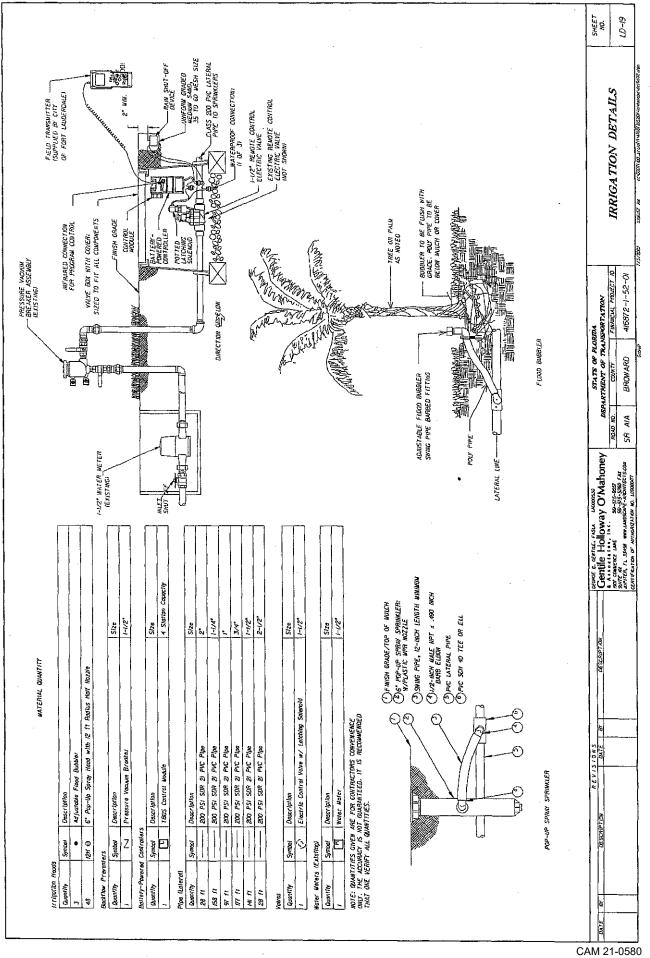


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NOTRE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED MID SEALED UNDER PUTE 6600-11.04, F.A.C.

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

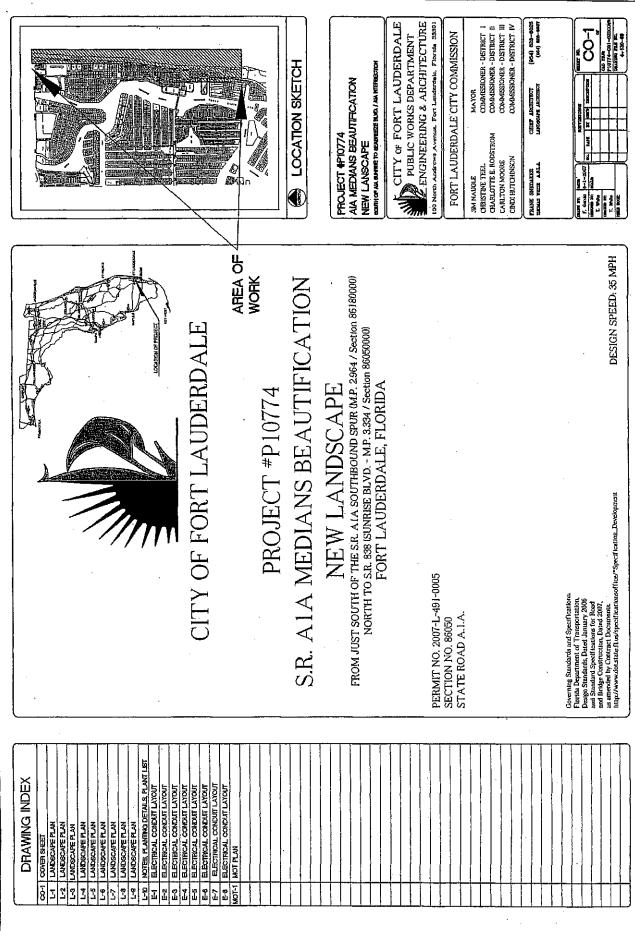
Just South of the S.R. A1A Southbound Spur (M.P.2.964 / Section 86180000) North to S.R. 838 (sunrise Blvd. – M.P.3.334 / Section 86050000)

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

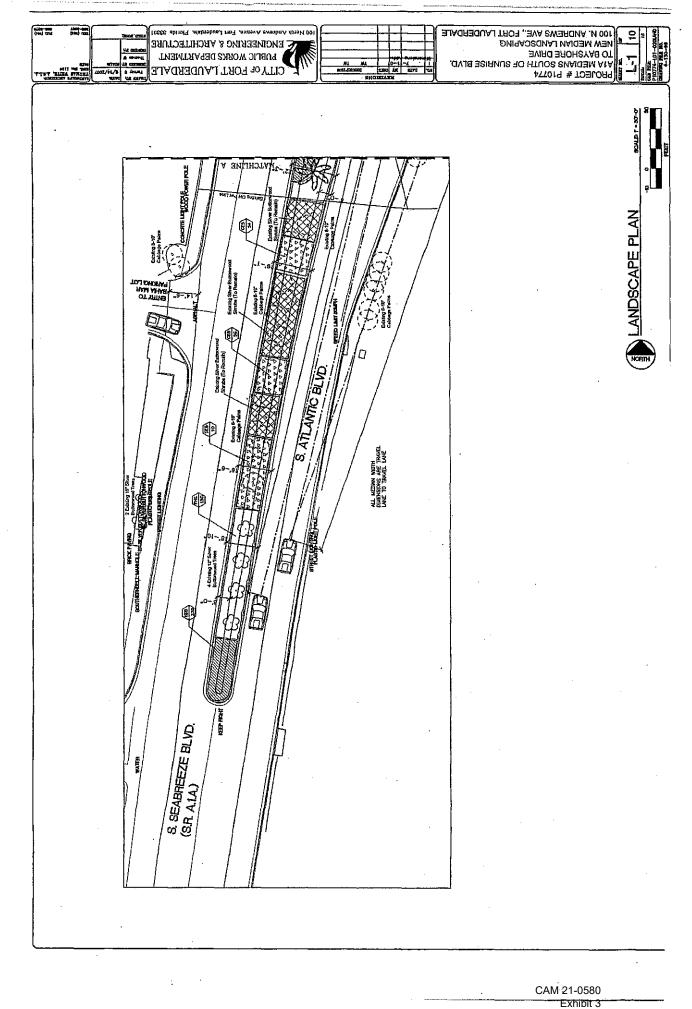
Dated: <u>7/11/07</u>

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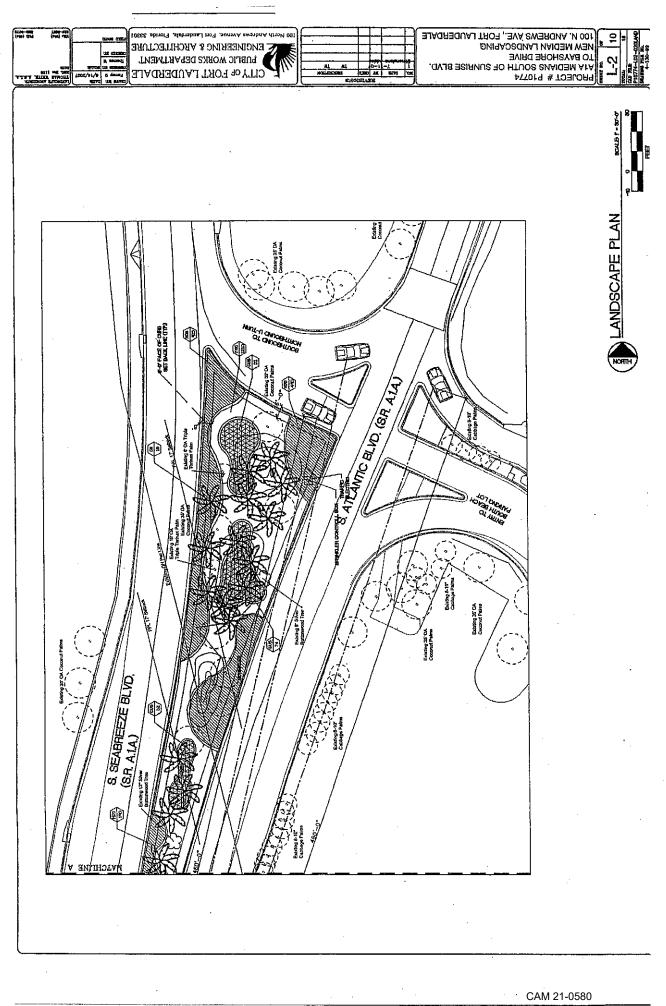
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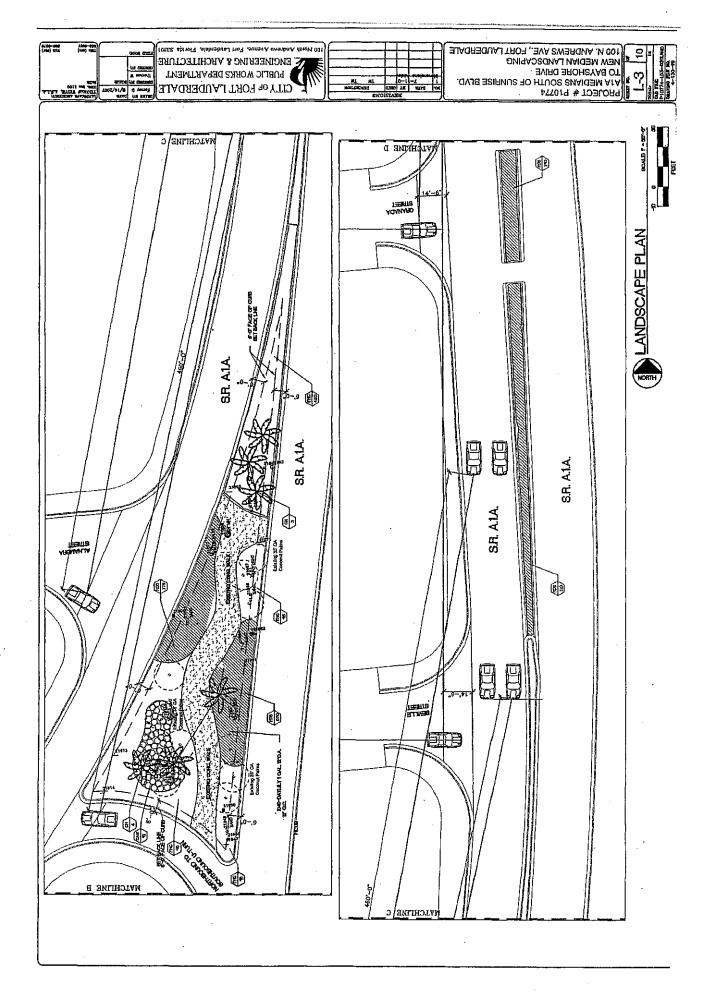


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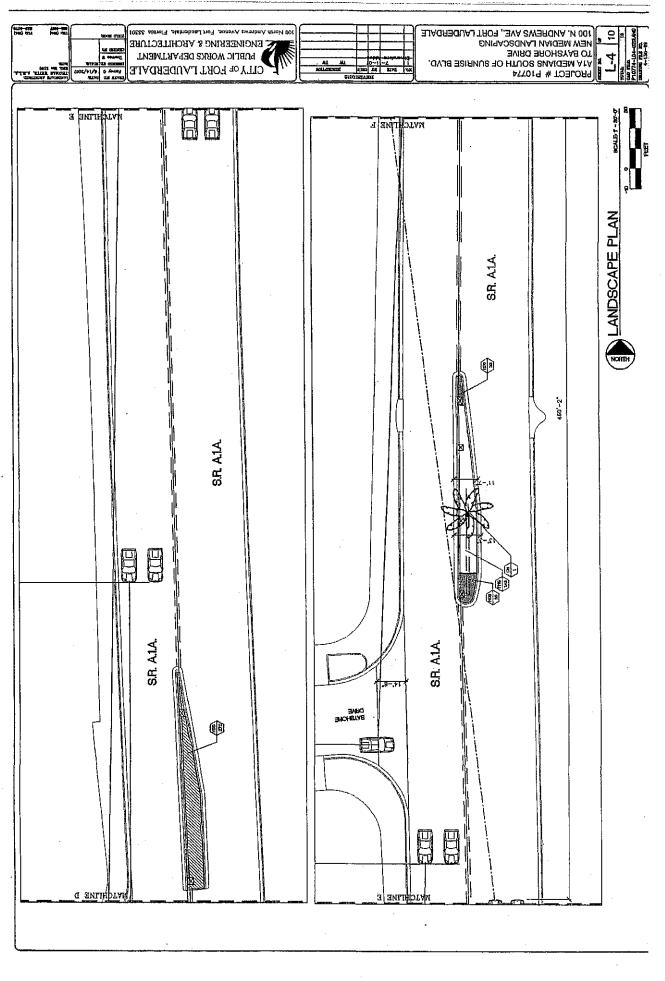
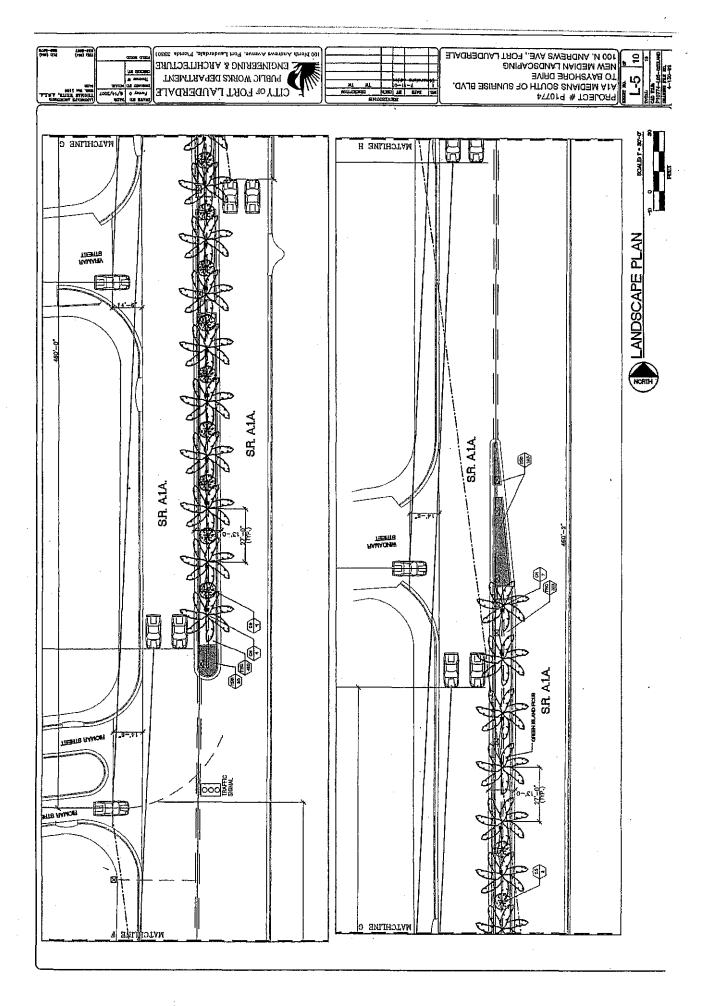
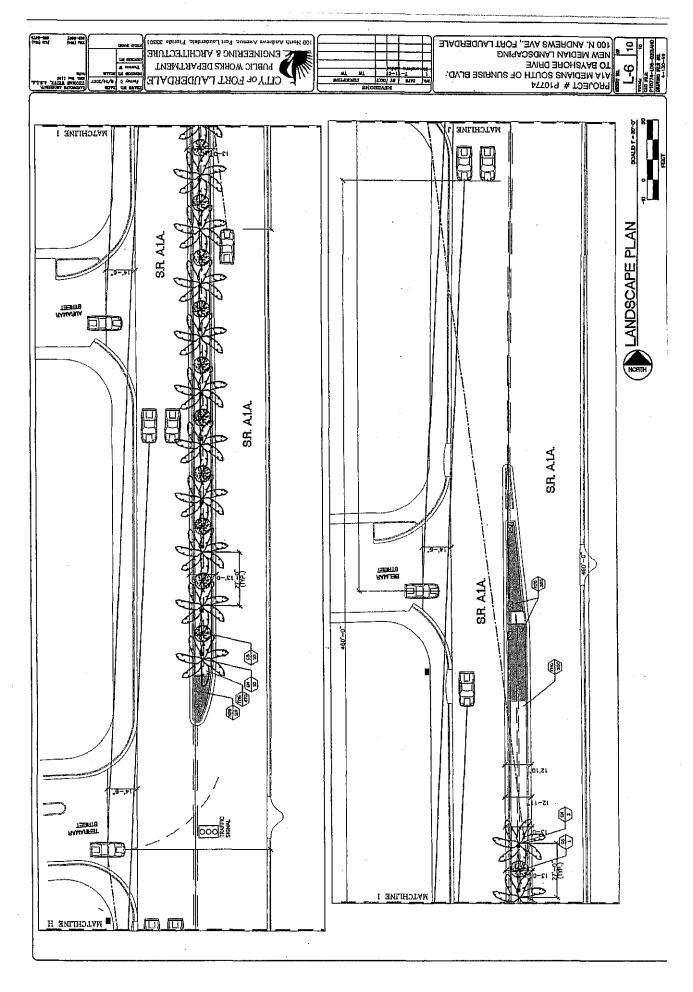


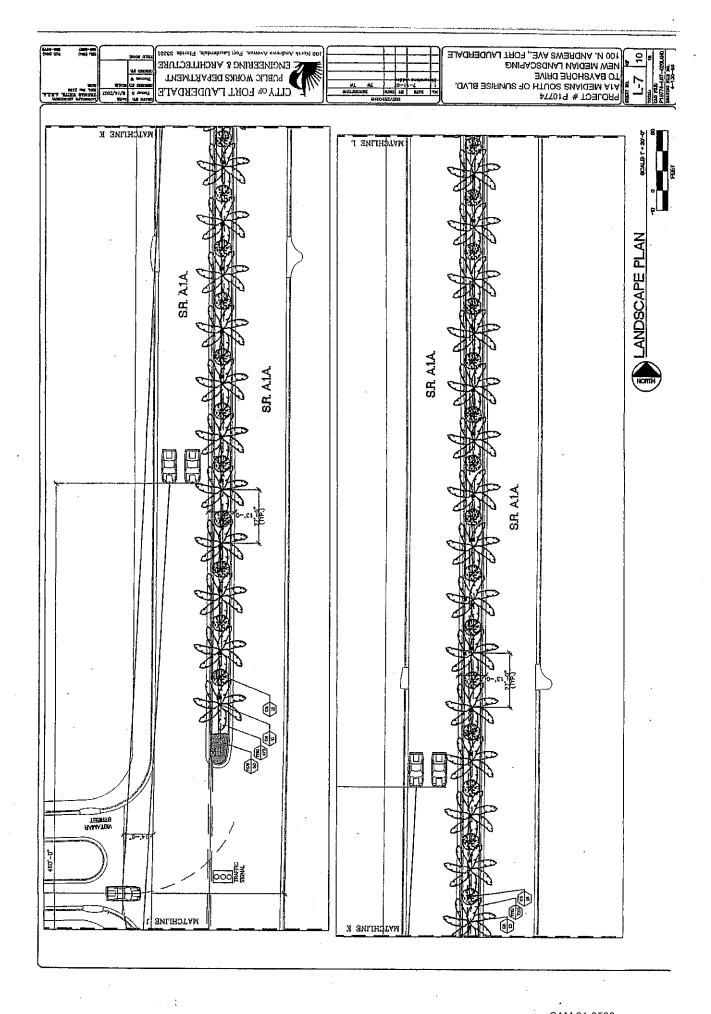
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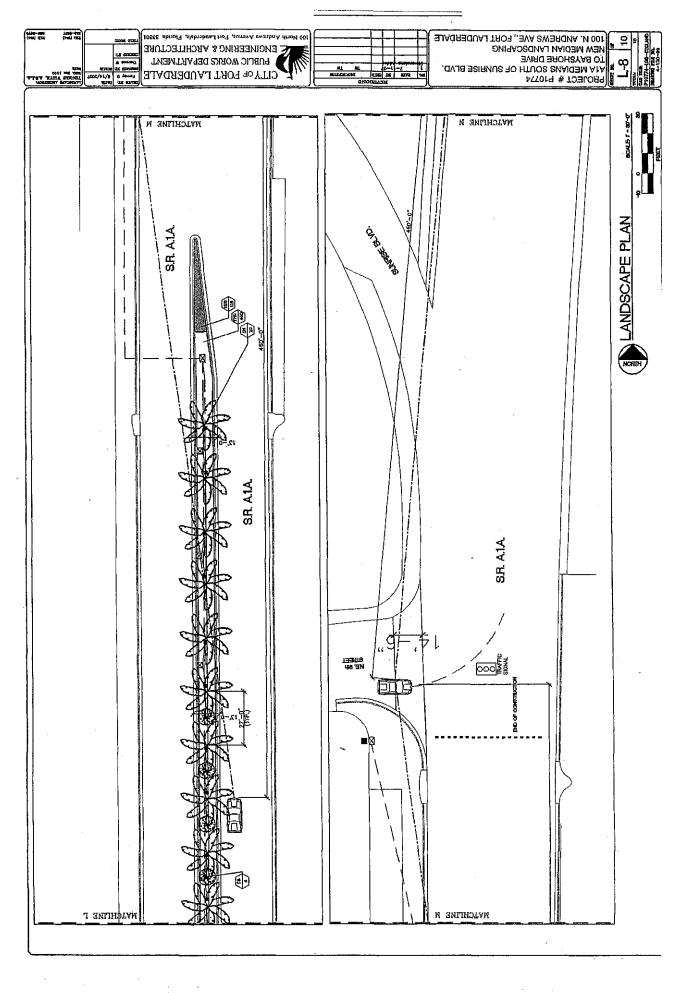
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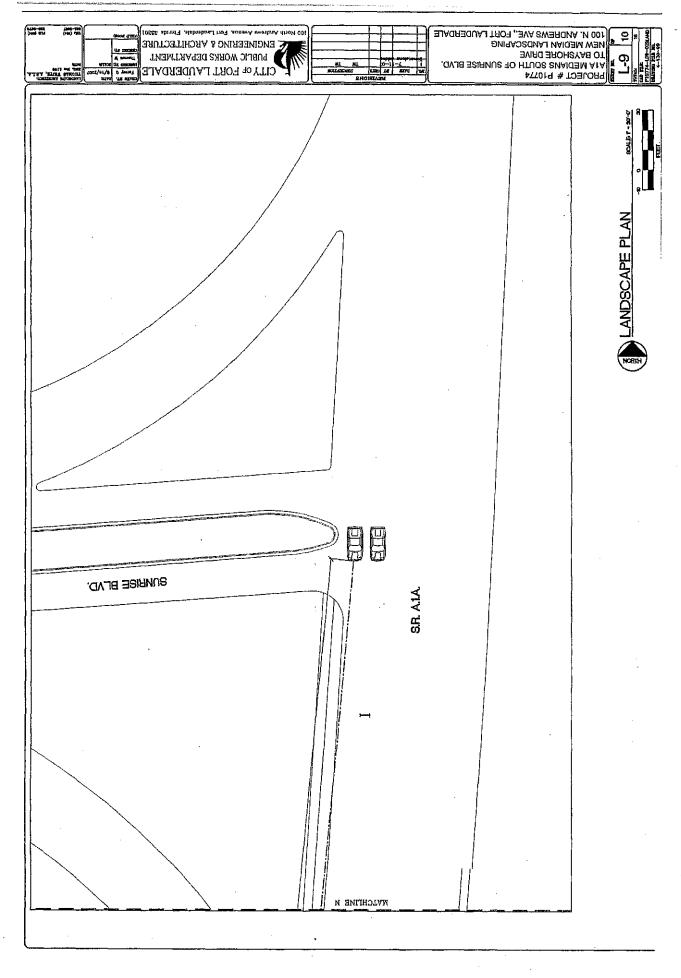


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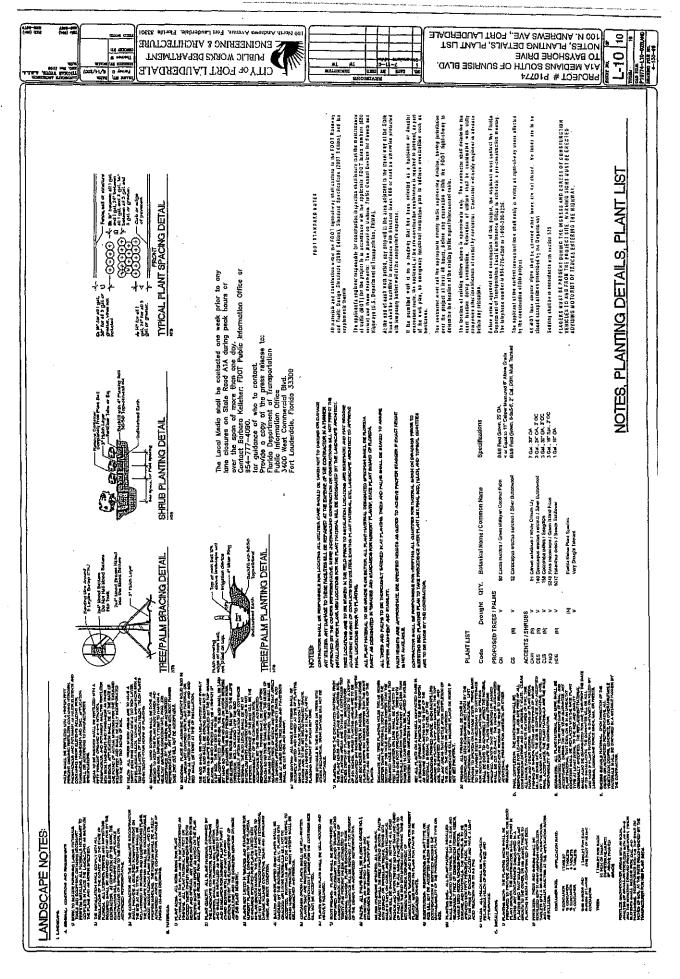
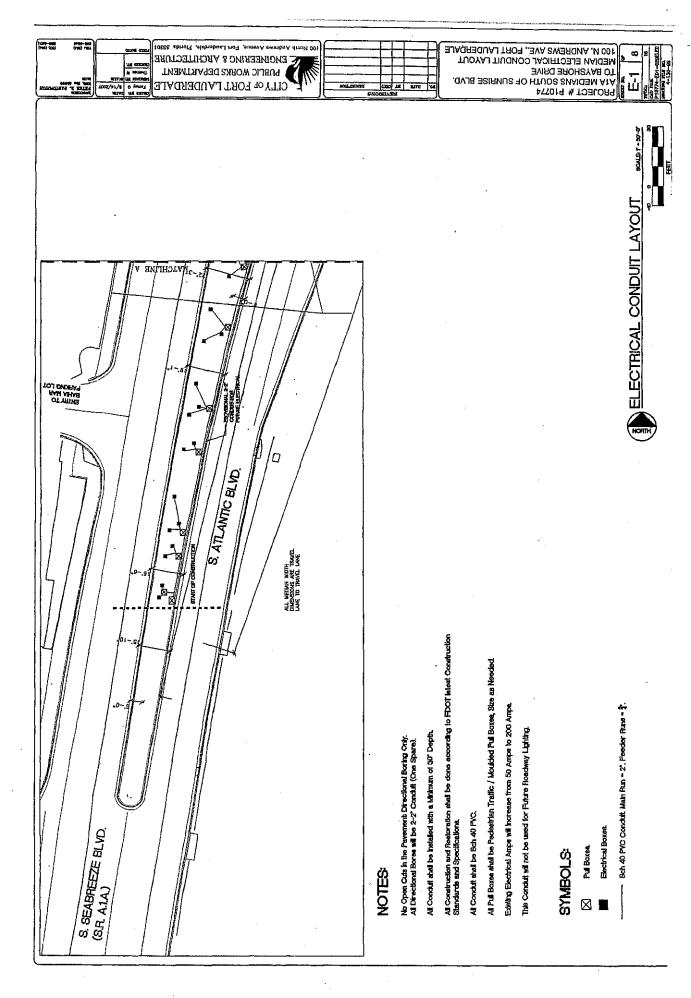


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Exhibit 3

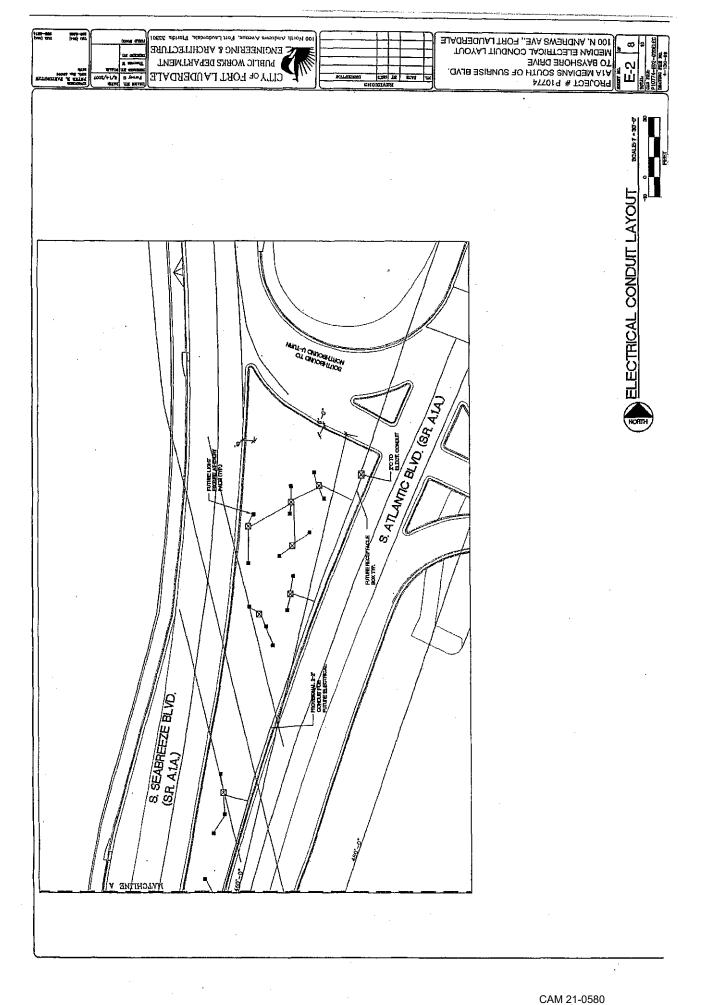


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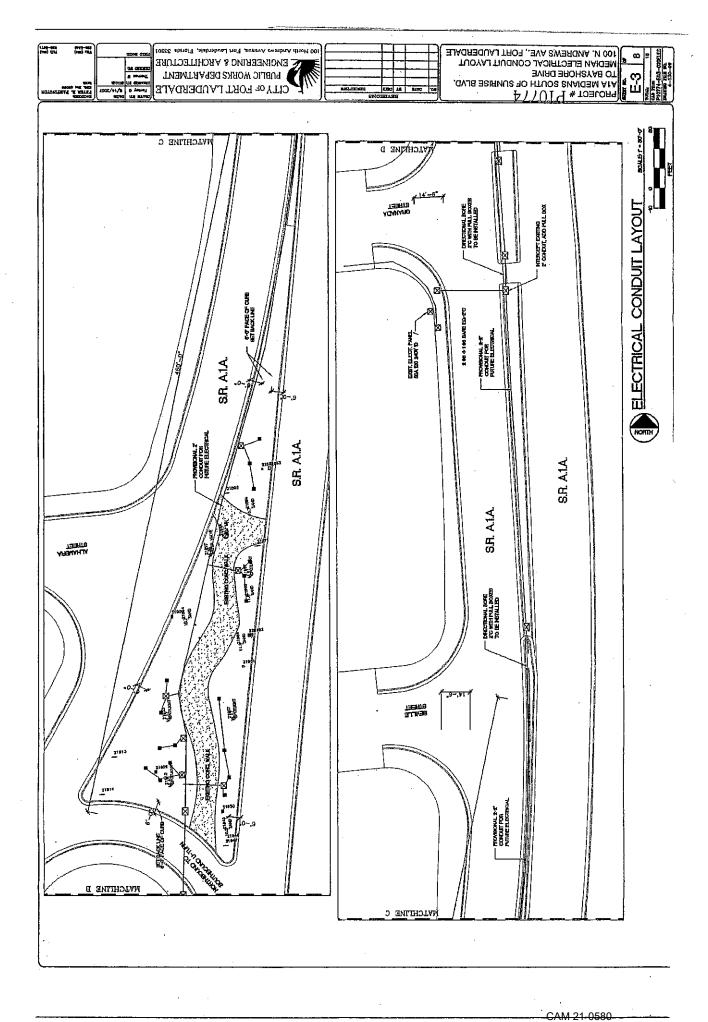
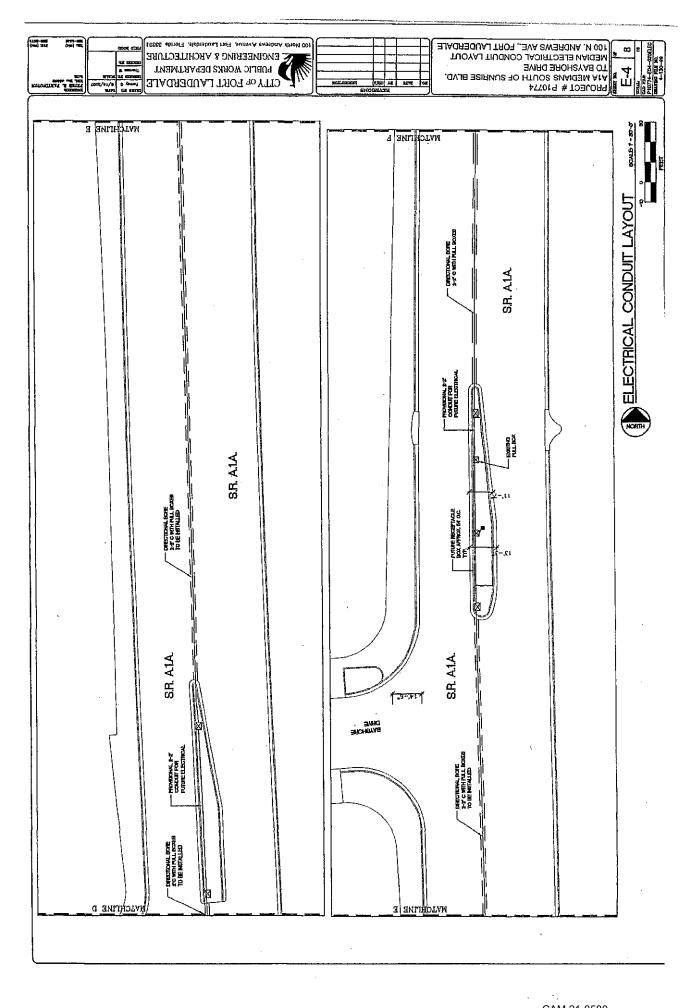
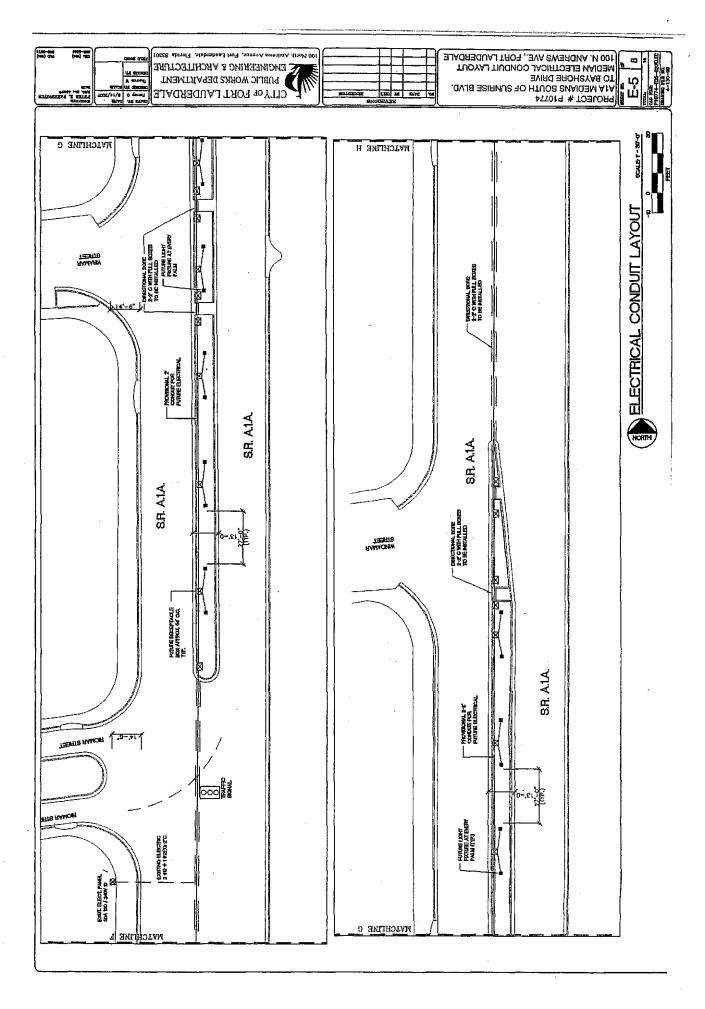


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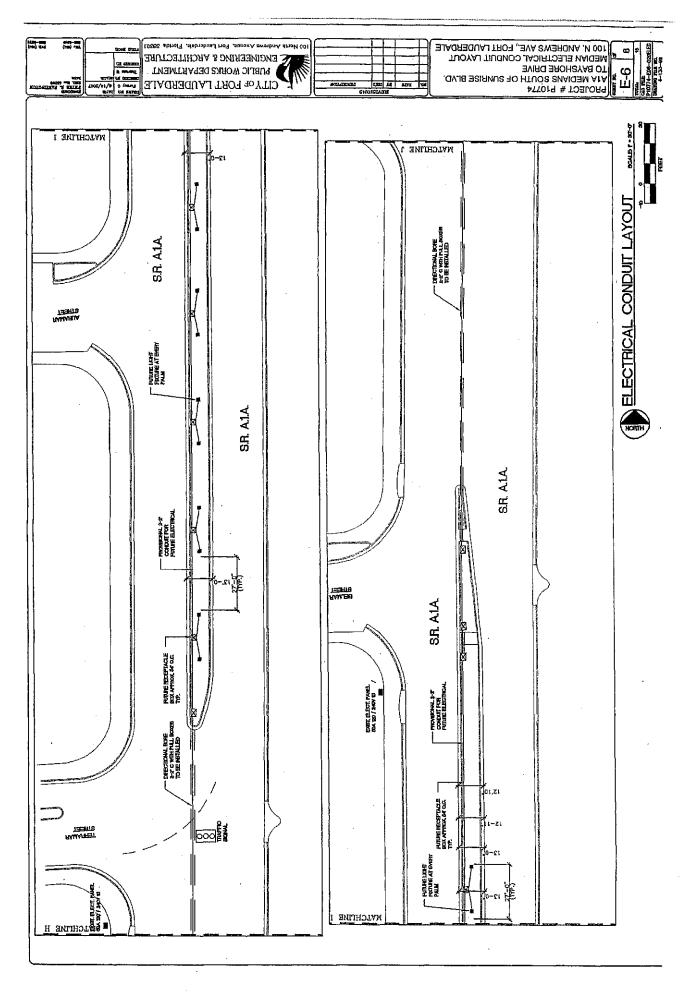
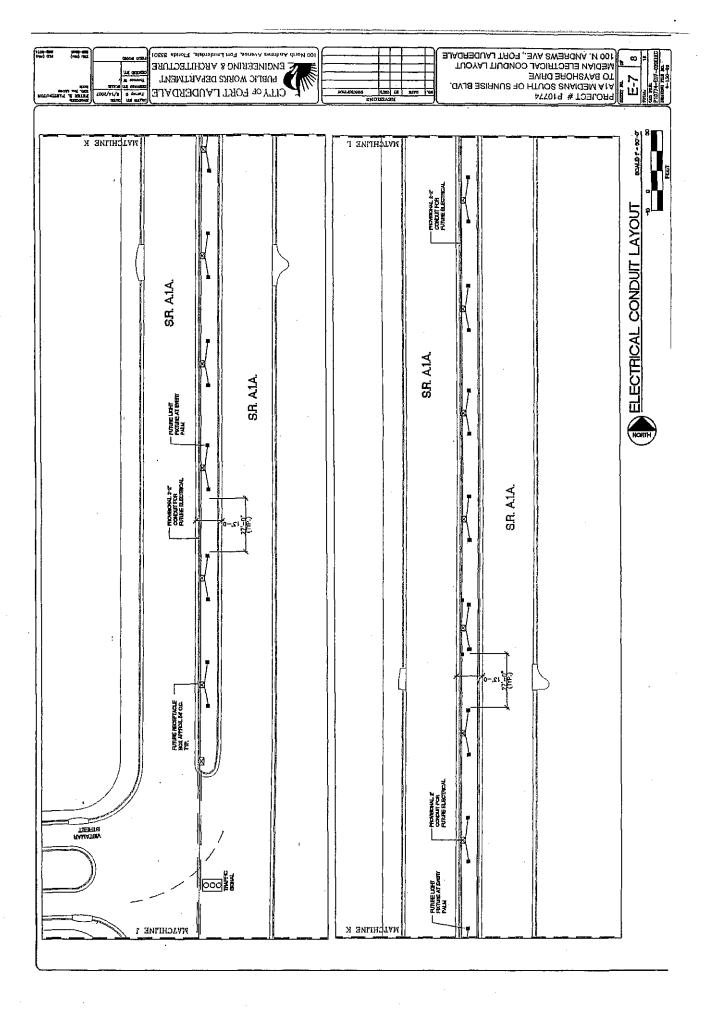
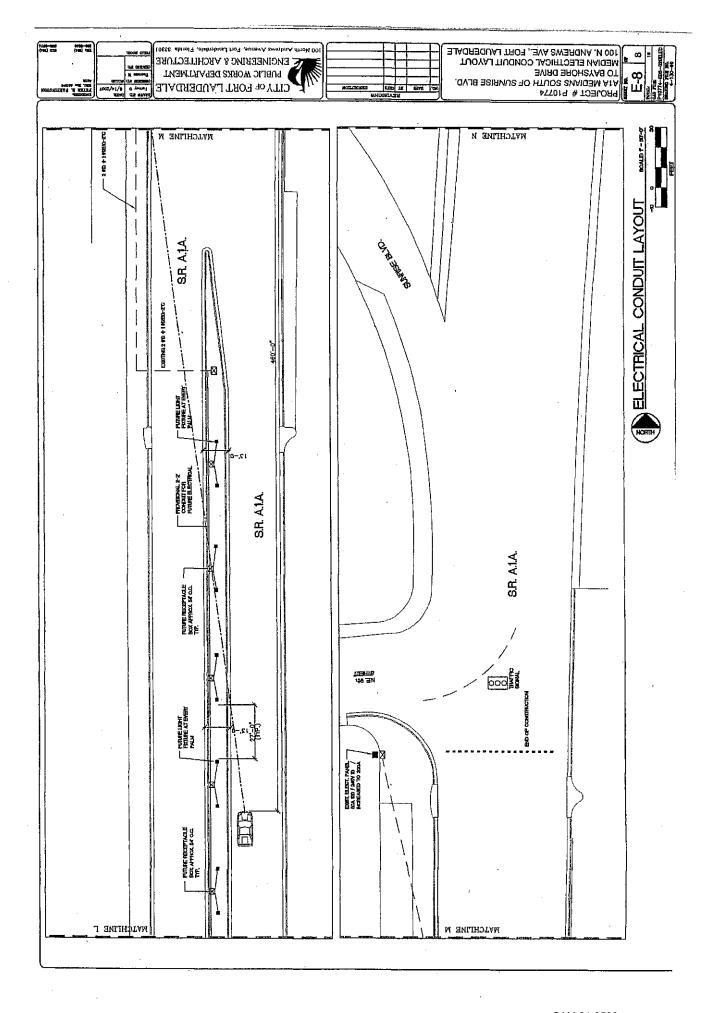


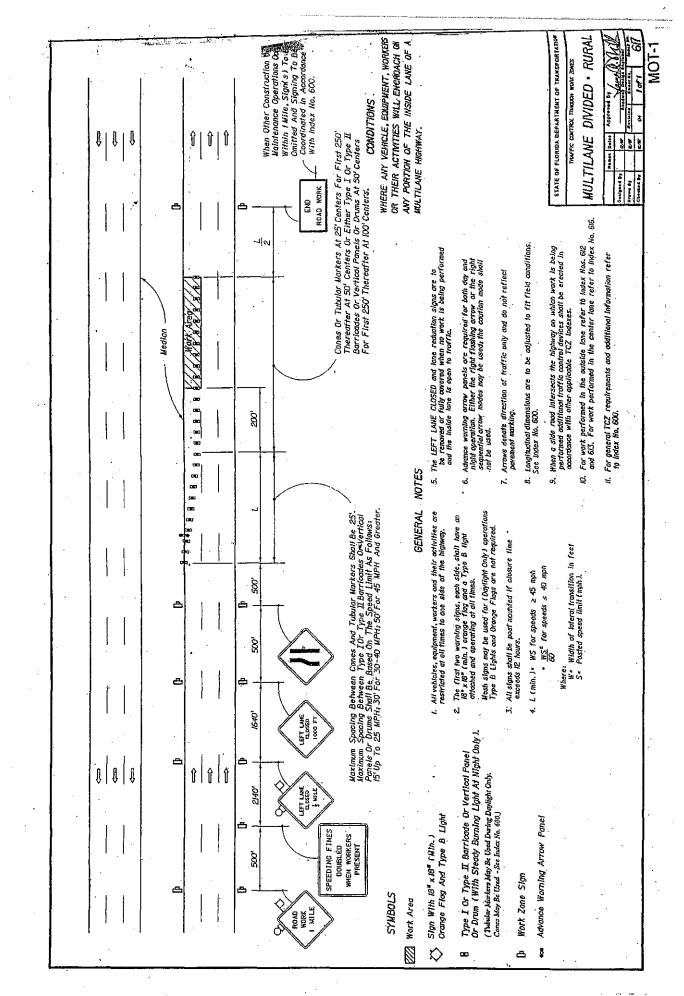
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SECTION NC): 86010, 86050,
	81180, 86180
S.R. NO(S):	A1A
COUNTY:	BROWARD
FM NO.(S):	22811.6, 41687.2
WPI NO.(S):	4110739, 4110882

EXHIBIT H

PENDING DEPARTMENT PROJECT'S COST ESTIMATE

Dated: 7/3/07

<u>\$ 34,266.48</u>

See Attached

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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)	<u>E</u> les (Sec.)		的主要是是我们的主义	
580-1-1	Sea Oxeye Daisy	EA	450	\$10.00	\$4,500.00
580-1-1	Beach Sunflower	EA	100	\$10.00	\$1,000.00
SUBTOTA	AL.				\$5,500.00
Landscape	e Complete (Large Plants)		自己的意思的	主要是法律性保证。	A State of the second
580-1-2	Live Oak	EA	4	\$1,000.00	\$4,000.0
580-1-2	Sabal Palm) EA	28	\$200.00	\$5,600.00
580-1-2	Montgomery Palm	EA	18	\$500.00	\$9,000.0
580-1-2	Ligustrum	EA	8	\$500.00	\$4,000.0
SUBTOTA	<u>\L</u>	τ	<u></u>	·····	\$22,600.0
		L		\$3,460.98	

TOTAL ESTIMATED 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

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