



# Florida Department of Transportation

CHARLIE CRIST  
GOVERNOR

3400 West Commercial Boulevard  
Fort Lauderdale, FL 33309-3421

STEPHANIE C. KOPELOUSOS  
SECRETARY

December 13, 2010

→ ~~DOMINIC ORLANDO~~  
~~Ms. Mindy Hertzson~~  
~~Executive Assistant to City Manager~~  
City of Dania Beach  
100 W. Dania Beach Boulevard  
Fort Lauderdale, Florida 33004



Dear Ms. Hertzson:

**RE: District Four Landscape Maintenance Memorandum of Agreement for State Road 84 (Marina Mile Boulevard) from New River Bridge (M.P. 16.70) to S.W. 26<sup>th</sup> Terrace (M.P. 17.197). FM # 423004-1-52-01.**

Enclosed are four (4) original Landscape Maintenance Memorandum of Agreements including a cost estimate and a set of plans that reflect the improvements that will be constructed for State Road 84 (Marina Mile Boulevard) in the City of Dania Beach.

Please have these executed by the City at their earliest convenience returning **all three (3)** to me, with one sealed copy of the Resolution approving such action. Gerry O'Reilly, P.E., the Department's Transportation Development Engineer District IV, will execute and date the originals returning one for your file.

**Important: Please do not fill in the date on the first paragraph on page one.**

Call me at 954-777-4219 if I can be of further help.

Sincerely,

Elisabeth A. Hassett  
District IV Landscape Architect

CC: F. Morales, P.E.  
File

SECTION No.: 86080  
FM No. (s): 423004-1-52-01  
COUNTY: Broward  
S.R. No.: 84

**DISTRICT FOUR  
LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT**

**THIS AGREEMENT**, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, a component AGENCY of the State of Florida, hereinafter called the DEPARTMENT and the City of Dania Beach, a municipal corporation, existing under the Laws of Florida, hereinafter called the AGENCY.

**WITNESSETH:**

**WHEREAS**, the DEPARTMENT has jurisdiction over State Road 84 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 84 as described within Exhibit B; and

**WHEREAS**, as part of the continual updating of the State of Florida Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment and other reasons, has constructed and does maintain the highway facility as described in Exhibit A attached hereto and incorporated by reference herein, within the corporate limits of the AGENCY and

**WHEREAS**, the AGENCY is of the opinion that highway facilities within the AGENCY'S limits that contain *landscape improvements* (plant materials, irrigation system and/or hardscape) to medians and areas outside the travelway to the right of way line and areas within the travelway that may contain specialty surfacing (concrete pavers, and/or stamped asphalt or stamped concrete), including any other hardscape (if applicable), but excluding standard concrete sidewalk, shall be maintained by periodic pruning, mowing, fertilizing, weeding, litter pick-up, necessary replanting, irrigation repair and/or repair of any median concrete replacements associated with the specialty surfacing (if applicable) as needed; and

**WHEREAS**, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall maintain all right of way within the medians, outside the travelway and improvements made to the travelway that was made at the request of the AGENCY; and

**WHEREAS**, the parties hereto mutually recognize the need for entering into an Agreement designating and setting forth the responsibilities of each party; and

**WHEREAS**, the AGENCY by Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, 20\_\_\_\_, attached hereto and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so;

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

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. **INSTALLATION OF FACILITIES**

The DEPARTMENT hereby agrees to install or cause to be installed *landscape improvements* associated with the referenced roadway project described as: plant materials, irrigation systems and/or hardscape on the highway facilities substantially as specified in the initial plans and specifications hereinafter referred to as the landscape improvements plans, or the plans and incorporated herein as Exhibit B. *Hardscape* shall mean, but not be limited to, any landscape accent lighting, fountain, tree grates, decorative free standing wall and/or any non-standard roadway, sidewalk, median or crosswalk surfacing, such as, but not be limited to concrete pavers, color stained stamped asphalt and/or concrete. If there are any major changes to the plans, the DEPARTMENT shall provide the modified plans to the AGENCY and the AGENCY shall provide their approval or disapproval to the DEPARTMENT within 10 business days. The DEPARTMENT may elect to withdraw the landscape improvements if changes are not approved within the given time frame.

3. **MAINTENANCE OF FACILITIES**

- A. The AGENCY agrees to maintain the landscape improvements, as existing and those to be installed, within the physical limits described in Exhibit A and defined as: plant materials, irrigation, and / or hardscape within the medians and areas outside the travelway to the right of way line and areas within the travelway containing specialty surfacing as existing and as described in Exhibit B. The non-standard improvements outside 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, irrigation system repair and/ or repair of any median concrete replacement associated with specialty surfacing (if applicable) following the DEPARTMENT'S landscape safety and maintenance guidelines, Exhibit C, the Maintenance Plan. The AGENCY'S responsibility for maintenance shall include all landscaped / turfed and hardscape areas within the median and areas outside the travelway to the right-of-way and areas within the travelway containing specialty surfacing. It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard surfacing and the associated header curb and concrete areas on DEPARTMENT right-of-way within the limits of this Agreement.
- B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to properly water and fertilize all plants; to keep them as free as practicable from disease and harmful insects; to properly mulch the planting beds; to keep the premises free of weeds; to mow the turf to the proper height; to properly prune all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage, permitted outdoor advertising signs (per Florida Statute 479.106), and for those using the roadway and/or

sidewalk; (3) preventing any other potential roadway hazards. Plants shall be those items which would be scientifically classified as plants and include but are not limited to trees, shrubs, groundcover and turf. To maintain also means to remove or replace dead or diseased plants in their entirety, or to remove or replace those that fall below original project standards. Palms shall be kept fruit free year round. To maintain also means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. To maintain also means to keep the hardscape areas free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. All plants removed for whatever reason shall be replaced by plants of the same species type, size, and grade as specified in the original plans and specifications. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.

- C. If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the travelway for these improvements, all costs associated with the utilities associated with landscape accent lighting and/or irrigation systems including, but not limited to the impact and connection fees, and the on-going cost of utility usage for water and electrical, are the maintaining AGENCY'S responsibility.

(1) The AGENCY shall be directly responsible for impact and connection fees

AND

- (2) The AGENCY shall become responsible for the above named ongoing utility costs upon final acceptance of the construction project (including the Landscape improvements) by the DEPARTMENT and thereafter. The project is accepted prior to the start of the Plant Establishment and Contractor's Warranty Period.

AND

- (3) The AGENCY shall be responsible for the improvements immediately after final acceptance of the construction project by the DEPARTMENT except for the plant materials. The AGENCY shall be responsible for the maintenance of all landscape improvements after the completion of the Plant Establishment and Contractor's Warranty Period.

- D. 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. NOTICE OF MAINTENANCE DEFICIENCIES

- A. If at any time after the AGENCY has undertaken the landscape improvements' maintenance responsibilities mentioned above, it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly

maintained pursuant to the terms of this Agreement, said District Secretary may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, placing said AGENCY on notice thereof. Thereafter the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may at its option, proceed as follows:

- (1) Maintain the landscape improvements or any part thereof, with DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred, or
  - (2) Terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the landscape improvements installed under this Agreement or any preceding Agreements, except as to trees and palms, and charge the AGENCY the reasonable cost of such removal.
- B. The AGENCY agrees to reimburse the DEPARTMENT all monies expended by the DEPARTMENT for the Landscape improvements listed in Exhibit B in the amounts listed in those plans should the landscape improvement fail to be maintained in accordance with the terms and conditions of this Agreement.

#### 5. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the landscape improvements covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the DEPARTMENT. The AGENCY shall be given sixty (60) calendar days notice to remove said landscape improvements at AGENCY'S expense after which time the DEPARTMENT may remove same. All permits (including tree permits), fees, and any mitigation associated with the removal, relocation or adjustments of these improvements are the maintaining AGENCY'S responsibility.

#### 6. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape improvements within the limits of the rights of ways identified as a result of this document, subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.
- (b) The AGENCY shall procure a permit from the DEPARTMENT.
- (c) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (d) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed at no cost to the DEPARTMENT.

7. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional landscape improvements within the limits of the rights of way identified in Exhibit A of this Agreement that the AGENCY shall be responsible for maintaining under this Agreement subject to the following conditions:

- (a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.
- (b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.
- (c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed by an adjacent owner.

8. LANDSCAPE IMPROVEMENTS COST

The DEPARTMENT agrees to enter into a contract for the installation of the Landscape improvements for an amount not to exceed \$97,435.00 as defined in Exhibit D. This amount may be reduced or eliminated at the sole discretion of the DEPARTMENT or due to budgetary constraints of the DEPARTMENT.

The DEPARTMENT'S participation in the Landscape improvements' cost, as described in Exhibit D is limited to only those items which are directly related to the Landscape improvement plans.

The AGENCY shall be invited to assist the DEPARTMENT in final inspection upon completion of the Plant Establishment and Contractor's Warranty Period.

9. AGREEMENT TERMINATION

This Agreement may be terminated under any one (1) of the following conditions:

- (a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.
- (b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

10. AGREEMENT TERM

- A. The term of this Agreement commences upon execution by all parties. The term of this Agreement shall last as long as the landscape improvements exist.

- B. If the DEPARTMENT cancels the Landscape improvements described in Exhibit B, this Agreement becomes void and the original Agreement is reinstated if any.

## 11. LIABILITY AND INSURANCE REQUIREMENTS

- A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the landscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.
  - B. In the event that AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:
    - (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 the DEPARTMENT as an additional insured.
    - (b) AGENCY'S contractor shall furnish AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverages 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 the DEPARTMENT with at least thirty (30) days notice of cancellation and or/or restriction. If any of the insurance coverages 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. This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.
13. 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 one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the DEPARTMENT which are for an amount in excess of TWENTY FIVE THOUSAND DOLLARS (\$25,000.00) and which have a term for a period of more than one year.

14. The DEPARTMENT'S District Secretary shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.
15. This Agreement may not be assigned or transferred by the AGENCY in whole or part without the consent of the DEPARTMENT.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The AGENCY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this agreement is decided.
17. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses:

If to the DEPARTMENT:

State of Florida Department of Transportation  
3400 West Commercial Blvd.  
Ft. Lauderdale, FL 33309-3421  
Attention: Elisabeth A. Hassett, R.L.A.  
FDOT District IV Landscape Architect

If to the AGENCY:

City of Dania Beach  
100 W. Dania Beach Blvd.  
Dania Beach, FL 33004  
Attention: Mindy Hertzog  
Title: Exec. Asst. to City Manager

#### 18. LIST OF EXHIBITS

- Exhibit A: Landscape Improvements Location & Maintenance Boundaries
- Exhibit B: Landscape Improvements Plans
- Exhibit C: Maintenance Plan for Landscape Improvements
- Exhibit D: Approximate Cost for Landscape Improvements



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

DANIA BEACH

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

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

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

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

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

Legal Approval                      Date

Legal Approval                      Date

\_\_\_\_\_  
Attorney

\_\_\_\_\_  
Office of the General Counsel

<b>SECTION No.:</b>	<b>86080</b>
<b>FM No. (s):</b>	<b>423004-1-52-01</b>
<b>COUNTY:</b>	<b>Broward</b>
<b>S.R. No.:</b>	<b>84</b>

**EXHIBIT A**

**ROADWAY PROJECT LOCATION AND LANDSCAPE IMPROVEMENTS  
MAINTENANCE BOUNDARIES**

**I. ROADWAY PROJECT LOCATION:**

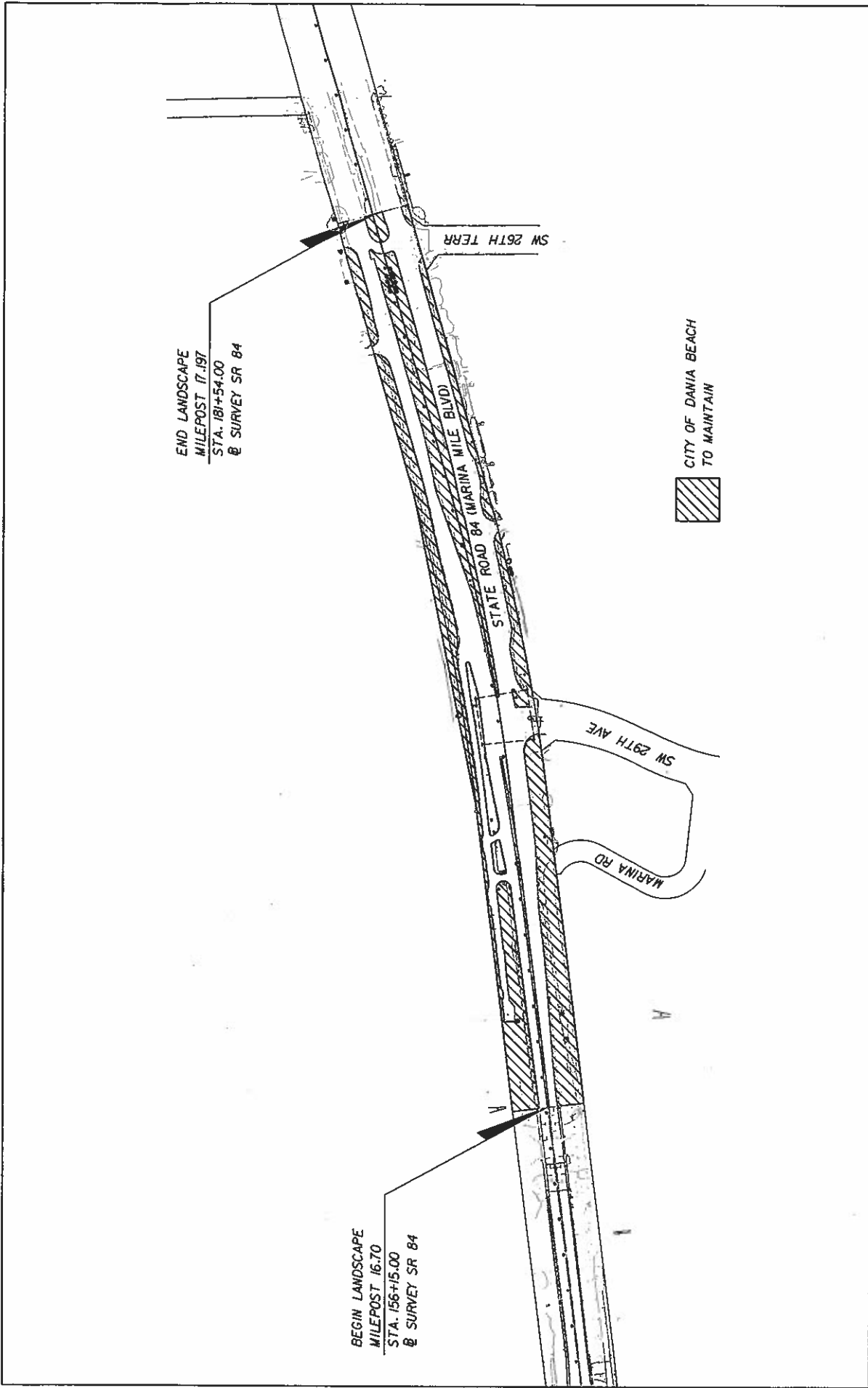
State Road 84 (Marina Mile Boulevard) from Red Road (M.P.16.080) to SW 26<sup>th</sup> Terrace (M.P. 17.197)

**II. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS**

State Road 84 (Marina Mile Boulevard) from New River Bridge (M.P. 16.70) to SW 26<sup>th</sup> Terrace (MP 17.197)

**III. LANDSCAPE IMPROVEMENTS MAINTENANCE MAP:**

*Please see attached*



REVISIONS DATE DESCRIPTION DATE DESCRIPTION		LAND DESIGN SOUTH CERTIFICATE OF AUTHORIZATION NO: 000208 THE CONTRACTOR'S SITE IN WEST PALM BEACH, FLORIDA PROJECT NO: 423004-1-52-01 ROAD NO: 84 COUNTY: BROWARD FINANCIAL PROJECT ID: 423004-1-52-01	STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. 84 COUNTY BROWARD FINANCIAL PROJECT ID 423004-1-52-01	MAINTENANCE BOUNDARY MAP SHEET NO. EX-1
DATE DESCRIPTION DATE DESCRIPTION				

SECTION No.: 86080  
FM No. (s): 423004-1-52-01  
COUNTY: Broward  
S.R. No.: 84

**EXHIBIT B**

**LANDSCAPE IMPROVEMENTS PLANS**

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

Please see attached plans prepared by: Land Design South, Brian Terry, RLA.  
Date: November 24, 2010

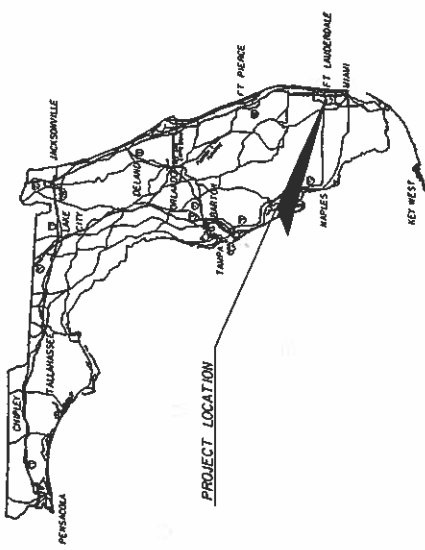
**STATE OF FLORIDA**  
**DEPARTMENT OF TRANSPORTATION**

**CONTRACT PLANS**

FINANCIAL PROJECT ID 423004-1-52-01  
BROWARD COUNTY (86080)  
STATE ROAD NO. 84  
FROM RED ROAD TO SW 26TH TERRACE

**LANDSCAPE PLANS**

INDEX OF LANDSCAPE PLANS  
SHEET NO. SHEET DESCRIPTION  
LD-1 KEY SHEET  
LD-2 THRU LD-4 TABULATION OF QUANTITIES  
LD-5 GENERAL NOTES  
LD-6 THRU LD-8 LANDSCAPE PLAN



LANDSCAPE SHOP DRAWINGS  
TO BE SUBMITTED TO:  
BRIAN TERRY, P.L.A.  
LAND DESIGN SOUTH OF FLORIDA, INC.  
281 CENTRE PARK WEST DRIVE, SUITE 100  
WEST PALM BEACH, FLORIDA 33409  
(561) 478-6504

PLANS PREPARED BY:  
**LAND DESIGN SOUTH**  
281 CENTRE PARK WEST DR.  
SUITE 100  
WEST PALM BEACH FL  
33409  
(561) 478-6504  
BRIAN TERRY, LICENSE # 668818  
CERTIFICATE OF AUTHORIZATION NO.: 0002006  
CONTRACT NO. C-8029  
VENDOR NO. 5878174001

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

10-28-11

DATE	KEY SHEET REVISIONS DESCRIPTION

LANDSCAPE PLANS  
R.L.A. OF RECORD: BRIAN TERRY, P.L.A.  
R.L.A. NO. 866878

FISCAL YEAR	12
SHEET NO.	LD-1

PROJECT LENGTH IS BASED ON £ OF CONSTRUCTION

LENGTH OF PROJECT	
	MILES
ROADWAY	5532.07
BRIDGES	1.047
NET LENGTH OF PROJECT	50.93
EXCEPTIONS	5583.00
GROSS LENGTH OF PROJECT	50.93
	5583.00
	1.057

FOOT PROJECT MANAGER: FERNANDO MORALES, P.E.

# TABULATION OF QUANTITIES


PAY ITEM NO.	PAY SIZE	SYM	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	MAXIMUM MAINTAINED SIZE	SPACING	REMARKS	UNIT	SHEET NUMBERS				TOTAL THIS SHEET				
										LD-6	LD-7	LD-8	LD-9					
										PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	
580-1-1	SMALL	HS	HYPERICUM SPP.	ST. JOHN'S WORT	1 GAL.	18" HT. 18" WIDTH	18" O.C.		E.A.									
		MC	MUHLENBERGIA CAPILLARIS	GULF WINDY GRASS	1 GAL.	18" HT. 18" WIDTH	18" O.C.		E.A.									
580-1-2	LARGE	BS	BURSERA SIMARUBA	GUANO LIMBO	3" CAL. 14" HT	NATURAL MATURITY	AS SHOWN ON PLANS	MATCHED HEIGHTS	E.A.	1	7							8
	LARGE	LS	LAGERSTROEMIA SPECIOSA	QUEEN'S GRAPE MYRTLE	3" CAL. 12" HT	NATURAL MATURITY	AS SHOWN ON PLANS	FLOWERING SPECIMEN FLORIDA PARK	E.A.	3	5							8
	LARGE	SR	SERENOA REPENS	SAW PALMETTO	7 GAL.	NATURAL MATURITY	AS SHOWN ON PLANS		E.A.									

DATE: \_\_\_\_\_ BY: \_\_\_\_\_

REVISIONS

NO.	DESCRIPTION	DATE	BY

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
COUNTY: BROWARD  
ROAD NO.: 84  
FINANCIAL PROJECT ID: 423004-1-52-01



LAND DESIGN SOUTH  
CERTIFICATE OF AUTHORIZATION NO: 000205

9/27/2000 9:28:54 AM


NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 68D-1.001, F.A.C.

**TABLATION OF QUANTITIES**

NOTE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE SIGNED AND SEALED UNDER RULE 600-10.01, F.A.C.

PAY ITEM NO.	PAY SIZE	SYM	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	MAXIMUM MAINTAINED SIZE	SPACING	REMARKS	UNIT	SHEET NUMBERS						TOTAL THIS SHEET					
										LD-11		LD-12		LD-13		LD-14		LD-15		PLAN	FINAL
										PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL		
580-1-1	SMALL	HS	HYPERICUM SPP.	ST. JOHN'S WORT	1 GAL.	18" HT. 18" WIDTH	18" O.C.		E.A.							250	3450	3700			
	SMALL	MC	MUNLEBERGIA CAPILLARIS	GULF ANJELY GRASS	1 GAL.	18" HT. 18" WIDTH	18" O.C.		E.A.							305	2190	3005			
580-1-2	LARGE	BS	BURSERIA SIMARUBA	GUMBO LIMBO	3" CAL. 14" HT	NATURAL MATURITY	AS SHOWN ON PLANS	MATCHED HEIGHTS	E.A.								8	8			
	LARGE	LS	LAGERSTROEMIA SPECIOSA	QUEEN'S GRAPE MYRTLE	3" CAL. 12" HT	NATURAL MATURITY	AS SHOWN ON PLANS	FLORERING SPECIMEN FLORIDA FANCY	E.A.							2		2			
	LARGE	SN	SEREIIDA REPENS	SAW PALMETTO	7 GAL.	NATURAL MATURITY	AS SHOWN ON PLANS		E.A.							2	73	75			

11-29-10  
[Signature]

 THE COMPTROLLER FOR THE STATE OF FLORIDA AND WEST PALM BEACH COUNTY 2015/15/15		STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. <b>84</b> COUNTY <b>BROWARD</b> FINANCIAL PROJECT ID 423004-1-52-01	SHEET NO. <b>LD-3</b>
REVISIONS DATE BY DESCRIPTION		<b>TABLATION OF QUANTITIES</b>	

DATE BY DESCRIPTION

NOV 2008

6/11/2009 8:05:53 AM

# TABULATION OF QUANTITIES

PAY ITEM NO.	PAY SIZE	SYM	BOTANICAL NAME	COMMON NAME	INSTALLED SIZE	MAXIMUM MAINTAINED SIZE	SPACING	REMARKS	UNIT	SHEET NUMBERS						TOTAL THIS SHEET		GRAND TOTAL				
										LD-16		PLAN		FINAL		PLAN	FINAL		PLAN	FINAL	PLAN	FINAL
										PLAN	FINAL	PLAN	FINAL	PLAN	FINAL	PLAN	FINAL		PLAN	FINAL	PLAN	FINAL
580-1-1	SMALL	HS	HYPERICUM SPP.	ST. JOHN'S WORT	1 GAL.	18" HT. 18" WIDTH	18" O.C.		E.A.										4950			
	SMALL	NC	MUHLENBERGIA CAPILLARIS	GULF MUHLY GRASS	1 GAL.	18" HT. 18" WIDTH	18" O.C.		E.A.										4155			
580-1-2	LARGE	DS	BURSERA SIMARUBA	GUMBO LIMBO	3" CAL. 14" HT	NATURAL MATURITY	AS SHOWN ON PLANS	MATCHED HEIGHTS	E.A.	1									17			
	LARGE	LS	LAGERSTROEMIA SPECIOSA	QUEEN'S Crape MYRTLE	3" CAL. 12" HT	NATURAL MATURITY	AS SHOWN ON PLANS	FLOWERING SPECIMEN FLORIDA PARK	E.A.										10			
	LARGE	SR	SERENON REPENS	SAND PALMETTO	7 GAL.	NATURAL MATURITY	AS SHOWN ON PLANS		E.A.	16									91			


DATE: \_\_\_\_\_

REVISIONS: \_\_\_\_\_

DESCRIPTION: \_\_\_\_\_

11-28-10

SHEET NO. LD-4



STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
ROAD NO. 84 COUNTY BROWARD FINANCIAL PROJECT ID 423004-1-52-01

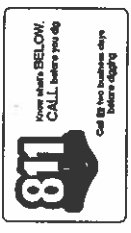
11/28/2010 11:28:10 AM 11/28/2010 11:28:10 AM

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# GENERAL NOTES

1. LOCATE ALL UNDERGROUND UTILITIES AND FIELD CHECK ALL DIMENSIONS PRIOR TO ANY LANDSCAPE INSTALLATION. REPORT ANY CONFLICTS AND DISCREPANCIES TO ENGINEER.
2. PALM SYMBOLS ARE FOR GRAPHIC REPRESENTATION ONLY AND SHOULD BE INSTALLED AS SHOWN IN THESE NOTES. SHROUBS ARE SHOWN AS PLANT MASSING AND SHOULD BE INSTALLED TO FILL IN THE AREAS AS SHOWN ON EACH PLAN SHEET. ALL PLANTS ARE LABELED AND QUANTIFIED PER PLAN SHEET.
3. FERTILIZE PALMS WITH SPECIAL PALM FERTILIZER CONTAINING MANGANESE AND MAGNESIUM PER MANUFACTURER'S DIRECTION.
4. ADDED FINISH SOIL SHALL BE FRIBILE LOAM TYPICAL OF LOCALLY CULTIVATED TOPSOIL CONTAINING AT LEAST 5% DECAINED ORGANIC MATTER, A PH LEVEL BETWEEN 6.0 AND 7.0 AND A NUTRIENT ANALYSIS AS SPECIFIED IN THE NOTES. SOIL WILL BE IN COMPLIANCE WITH SECTION 987 OF THE FLORIDA STATUTES. ALL SOIL SAMPLES MUST BE LABELED AND LISTED ABOVE. TOPSOIL FROM AREAS INFESTED WITH NUTRASS OR TROPICAL SOILS SHALL BE LISTED ABOVE. CONTRACTOR WILL PROVIDE VERIFICATION THAT ADDED SOIL COMPLIES WITH REQUIREMENTS BY SUBMITTAL OF SOIL TEST REPORT AND SOIL SAMPLES.
5. TREAT ALL PLANTING BEDS WITH PRE-EMERGENT AND POST-EMERGENT HERBICIDES AND WEED CONTROL PRODUCTS. SUBMIT RECEIPTS FOR MATERIALS USED. APPLY ALL HERBICIDES OF FOLIAR OR SYSTEMIC NATURE WITH PROPER CERTIFICATION. CONTRACTOR TO PROVIDE COPIES OF LICENSE DOCUMENTATION.
6. LAY SOO SOLIDLY IN ALL DISTURBED OR INDICATED AREAS WITH CLOSELY ADJUTING JOINTS, ROLL AND FERTILIZE WITH FOLIAR OR SYSTEMIC HERBICIDES WITH PROPER APPROX. RATIO OF 4-2-1 AND AT LEAST 30X SLOW RELEASE NITROGEN. APPLY AT THE MANUFACTURER'S SPECIFIED RATE. SUBMIT LABEL FOR APPROVAL AND RECEIPTS FOR MATERIAL USED. PHI ALL SLOPPED GREATER THAN 3:1 WITH STEEL U-PINS / SOO STAPLES.
7. NOTIFY THE PROJECT ADMINISTRATOR AND LANDSCAPE ARCHITECT OF ANY UNFORESEEN CONDITIONS I.E., COMPACTED SOIL/SUBGRADE, POOR DRAINAGE, UTILITY CONFLICTS, ETC., PRIOR TO PROCEEDING WITH LANDSCAPE INSTALLATION.



# PAY ITEM NOTES

500-118 500-112 SMALL/LARGE PLANTS  
 THIS PAY ITEM COVERS ALL LABOR, MATERIALS AND EQUIPMENT USE FOR PROPER INSTALLATION/TRANSPORT OF EXISTING LANDSCAPE MATERIAL DEEMED TO BE REMOVED, AS WELL AS THE LABOR, MATERIALS AND EQUIPMENT USE FOR THE INSTALLATION AND MAINTENANCE OF PROPOSED PALM MATERIAL PER PLAN. IT SHALL ALSO INCLUDE THE COST OF REMOVAL AND DISPOSAL OF EXCESS AND UNSUITABLE MATERIAL, TOPSOIL AND BED PREPARATION, PLANT ESTABLISHMENT, STAKING AND CUTTING, PRUNING AND SITE CLEAN UP, MULCH AND FERTILIZER. IT SHALL ALSO INCLUDE THE COST OF PLANT ESTABLISHMENT (BAGS AND/OR TRUCK) SHALL ALSO BE INCLUDED. OTHER REVISIONS TO THE PLAN SHALL BE IDENTICAL TO THE WORK BEING PERFORMED.

Mr P  
 11.24.10

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

STATE OF FLORIDA  
 DEPARTMENT OF TRANSPORTATION  
 ROAD NO. B4  
 COUNTY BROWARD  
 FINANCIAL PROJECT ID 423004-1-52-01

LAND DESIGN SOUTH  
 CERTIFICATE OF AUTHORIZATION NO: 000008

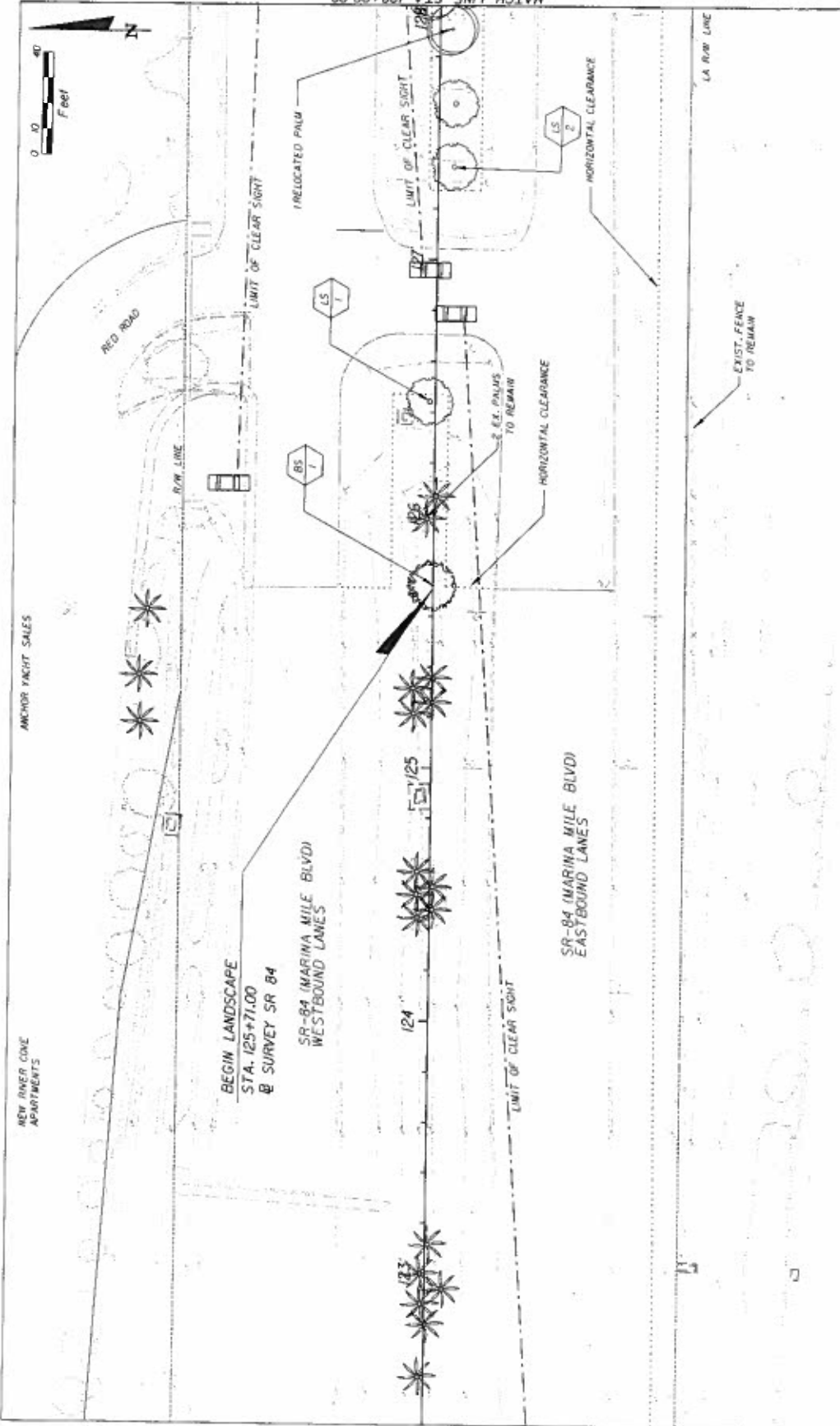
# GENERAL NOTES

SHEET NO. LD-5

DATE: 11/24/10

Rev 10  
11/14/10

SHEET NO.  
LD-6



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

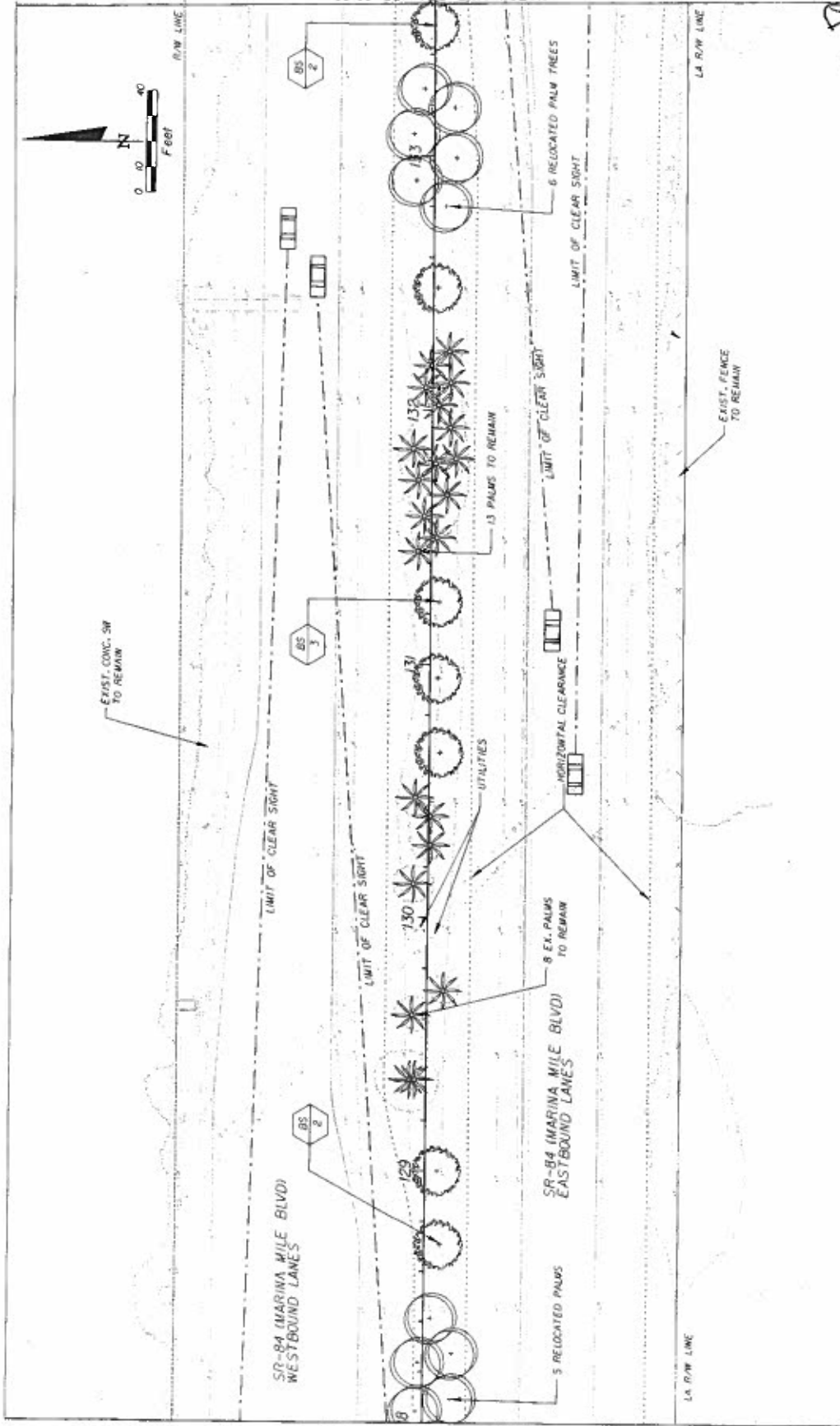
**LAND DESIGN SOUTH**  
 CENTRIFUGAL CORPORATION  
 10000 W. BAYVIEW BLVD  
 SUITE 100  
 MIAMI, FL 33147  
 (305) 555-1000  
 WWW.LANDDESIGN.COM

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION	PROJECT NO.	PROJECT ID
84	BROWARD	42-3004-1-52-01

LANDSCAPE PLAN

MATCH LINE STA. 128+00.00

MATCH LINE STA. 133+60.00



11-20-10  
MTO

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

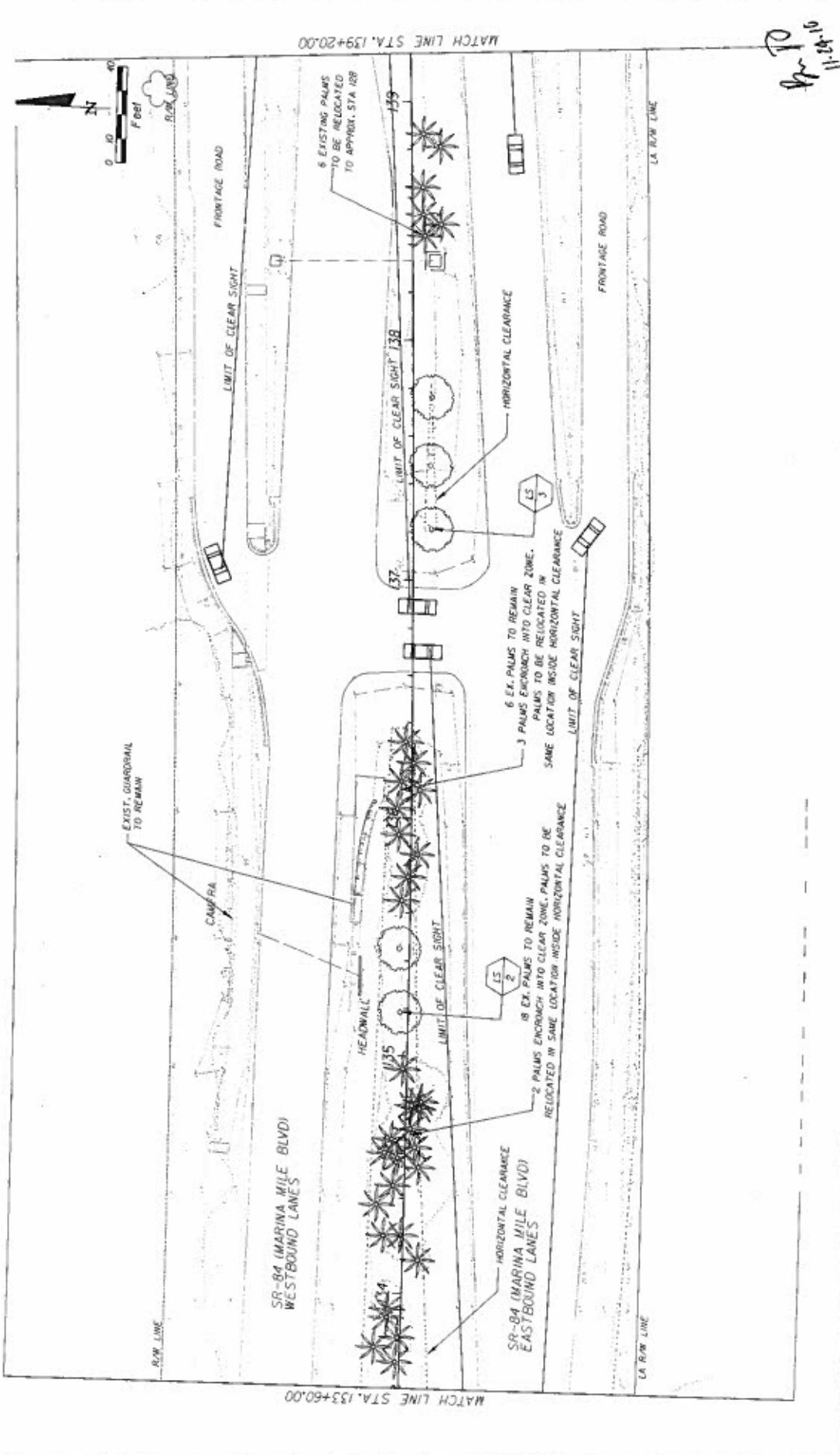
  

<p>LAND DESIGN SOUTH CERTIFICATE OF AUTHORIZATION NO. 000206</p>		<p>STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION</p>	<p>PROJECT NO. 42-3004-1-52-01</p>
<p>ROAD NO. 84</p>	<p>COUNTY BROWARD</p>	<p>PROJECT NO. 42-3004-1-52-01</p>	<p>DATE 11/20/10</p>

SHEET NO.	LD-7
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Mr. P  
11-24-10

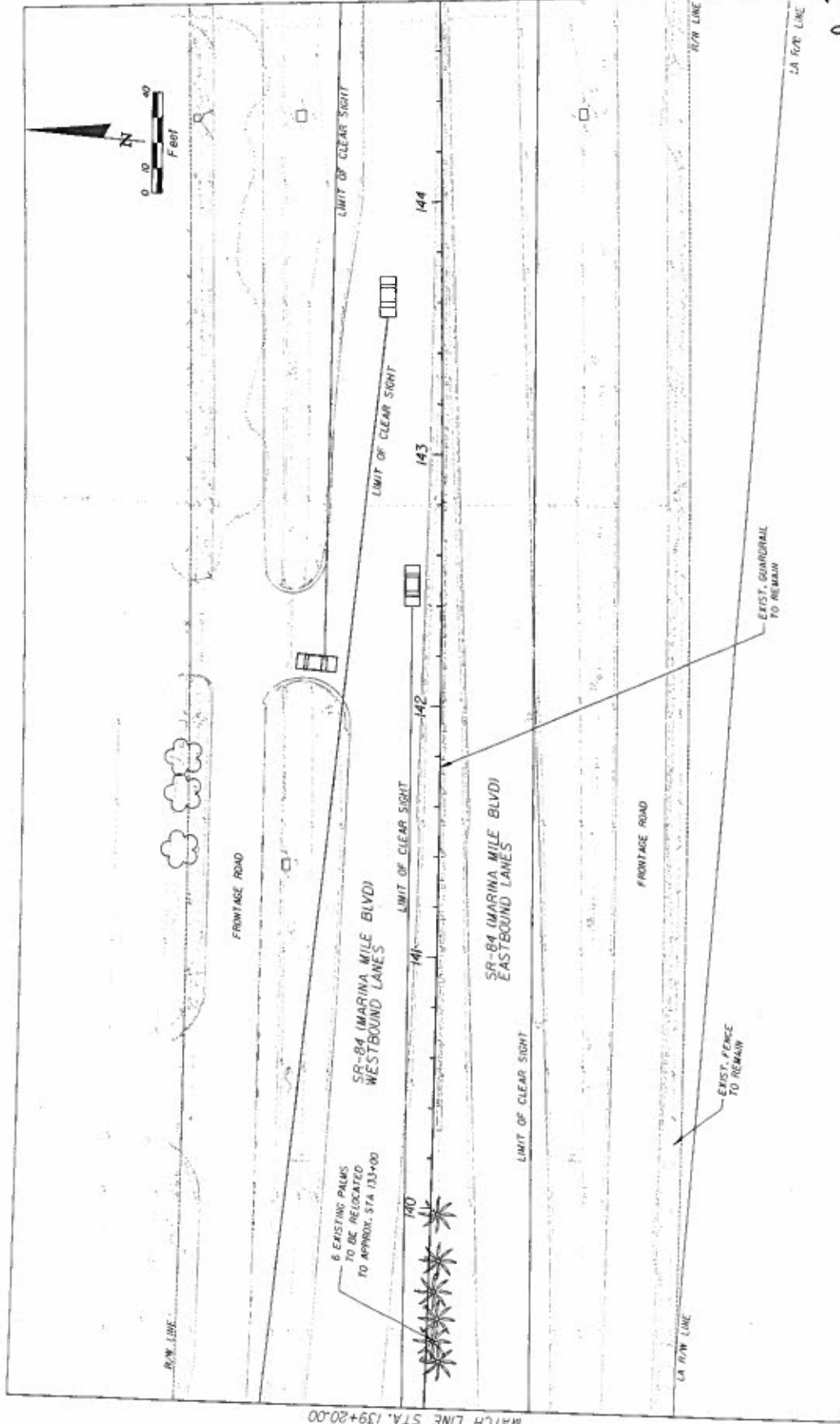
DATE	DESCRIPTION	REVISIONS DATE	REVISIONS


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MATCH LINE STA. 144+80.00

MATCH LINE STA. 139+20.00



11-20-10

DATE	DESCRIPTION	REVISOR'S	DATE	DESCRIPTION
 LAND DESIGN SOUTH CERTIFICATE OF AUTHORIZATION NO. 000005 THE TOWN OF WEST PALM BEACH 3000 W. PALM BEACH BLVD WEST PALM BEACH, FL 33411-4000 PHONE: 561-838-1100 FAX: 561-838-1101 WWW: WWW.LANDDESIGN.COM				
STATES OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. 84 COUNTY BROWARD PROJECT NO. 423004-1-52-01		SHEET NO. LD-9 PROJECT NO. 423004-1-52-01		

LANDSCAPE PLAN

NOTICE: THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE STORED AT THE STATE ARCHIVES AND PRINTED UNDER THE ELECTIONS ACT.

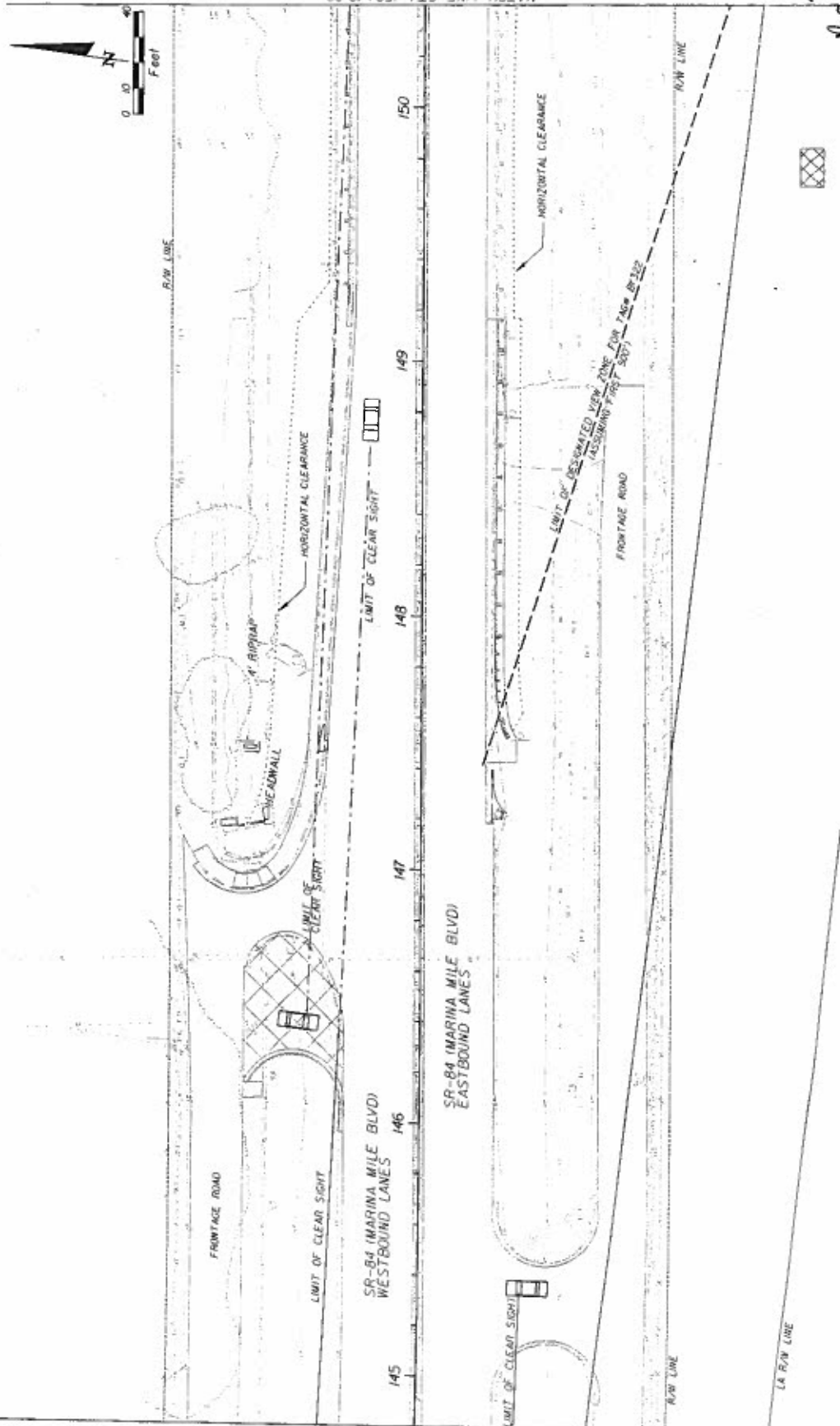
NOTICE: THE OFFICIAL DESIGN OF THIS SHEET IS THE PROPERTY OF THE ENGINEER AND SHALL BE RETURNED TO HIM OR HER UPON THE COMPLETION OF THE PROJECT.

*Handwritten:* 10/1/10



MATCH LINE STA. 150+40.00

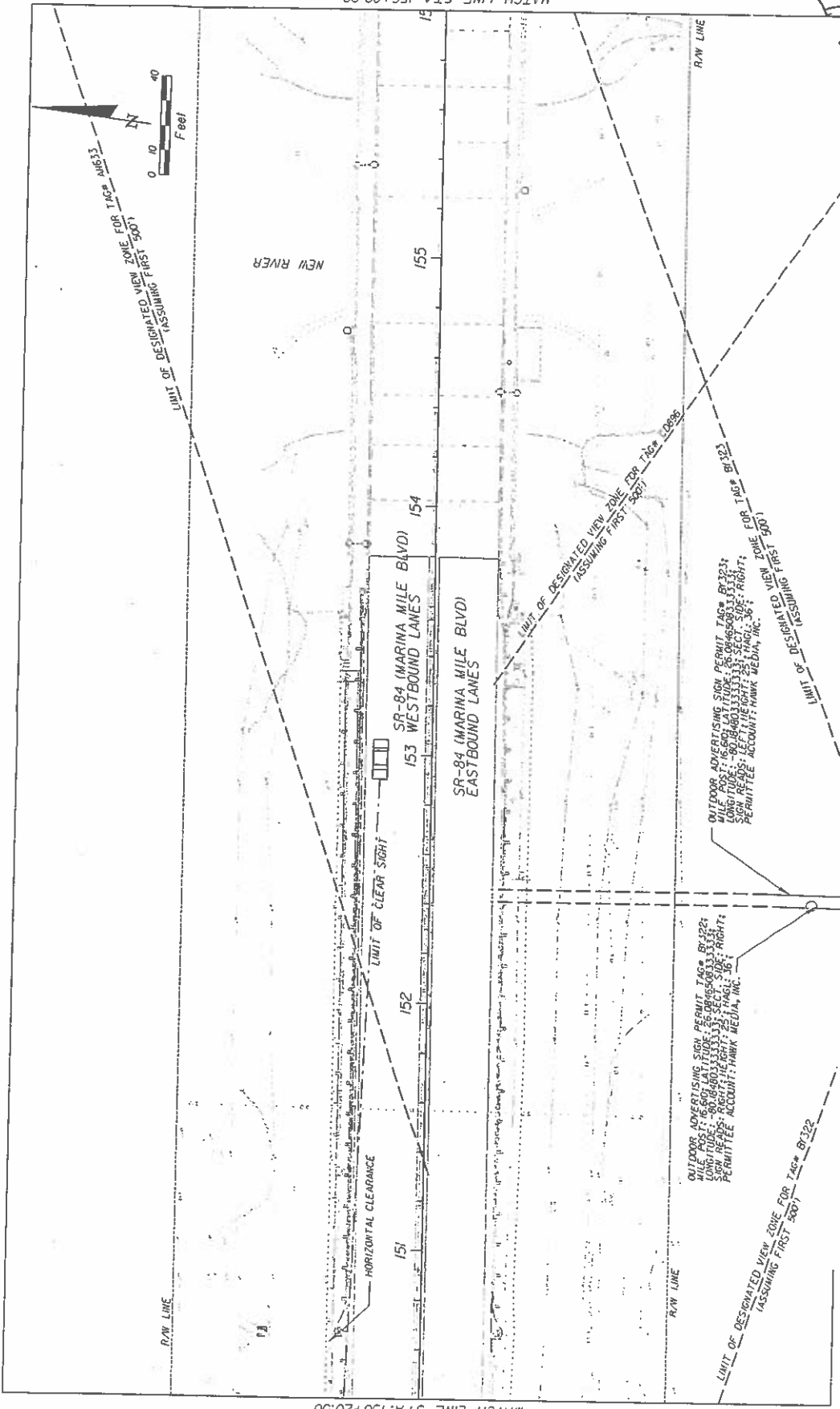
MATCH LINE STA. 144+80.00



DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION

		STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ROAD NO. 84 COUNTY BROWARD FINANCIAL PROJECT ID 421004-1-52-01	SHEET NO. LD-10 SCALE 1"=40'
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11-24-10

REVISIONS		DESCRIPTION	
DATE	DESCRIPTION	DATE	DESCRIPTION

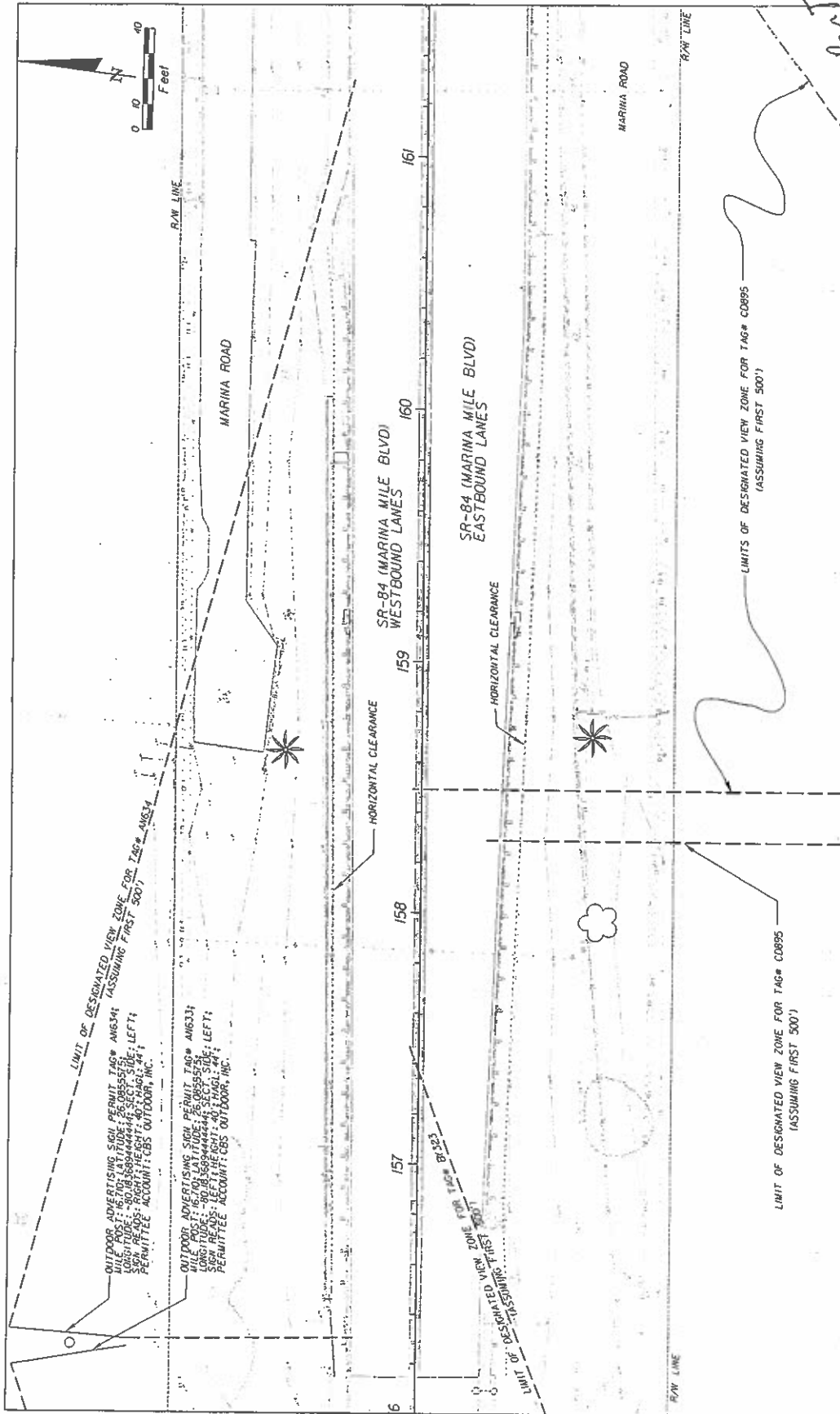
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PROJECT NO. 84 COUNTY BROWARD FINANCIAL PROJECT ID 423004-1-52-01		ROAD NO. 84 COUNTY BROWARD FINANCIAL PROJECT ID 423004-1-52-01	
PROJECT NO. 84 COUNTY BROWARD FINANCIAL PROJECT ID 423004-1-52-01		ROAD NO. 84 COUNTY BROWARD FINANCIAL PROJECT ID 423004-1-52-01	

LAND DESIGN SOUTH  
 CERTIFICATE OF AUTHORIZATION NO. 000208  
 PROJECT NO. 84  
 COUNTY BROWARD  
 FINANCIAL PROJECT ID 423004-1-52-01

MATCH LINE STA. 150+20.00  
 MATCH LINE STA. 156+00.00  
 HORIZONTAL CLEARANCE  
 LIMIT OF CLEAR SIGHT  
 SR-84 (MARINA MILE BLVD) 153 WESTBOUND LANES  
 SR-84 (MARINA MILE BLVD) 153 EASTBOUND LANES  
 SR-84 (MARINA MILE BLVD)  
 NEW RIVER  
 RAW LINE  
 LIMIT OF DESIGNATED VIEW ZONE FOR TAG# A1633  
 LIMIT OF DESIGNATED VIEW ZONE FOR TAG# L1088  
 LIMIT OF DESIGNATED VIEW ZONE FOR TAG# B1323  
 OUTDOOR ADVERTISING SIGN PERMIT TAG# B1323:  
 MILE POST: 16.601; LATITUDE: 26.0845083333333;  
 LONGITUDE: -80.0840333333333;  
 SIGN READS: RIGHT; TAG# B1323; SIDE: RIGHT;  
 PERMITTEE ACCOUNT: HAWK MEDIA, INC.

MATCH LINE STA. 161+80.00

MATCH LINE STA. 156+00.00



OUTDOOR ADVERTISING SIGN PERMIT TAG# AN634  
 LONGITUDE: 86-0855-101  
 SIGN READS: LEFT; HEIGHT: 40'-11-1/2"; MAG: 24"  
 PERMITTEE ACCOUNT: CBS OUTDOOR, INC.

OUTDOOR ADVERTISING SIGN PERMIT TAG# AN633  
 LONGITUDE: 86-0855-101  
 SIGN READS: LEFT; HEIGHT: 40'-11-1/2"; MAG: 24"  
 PERMITTEE ACCOUNT: CBS OUTDOOR, INC.

LIMIT OF DESIGNATED VIEW ZONE FOR TAG# CD895  
 (ASSUMING FIRST 500')

LIMIT OF DESIGNATED VIEW ZONE FOR TAG# CD895  
 (ASSUMING FIRST 500')

LIMITS OF DESIGNATED VIEW ZONE FOR TAG# CD895  
 (ASSUMING FIRST 500')

11-2-10  
 [Signature]

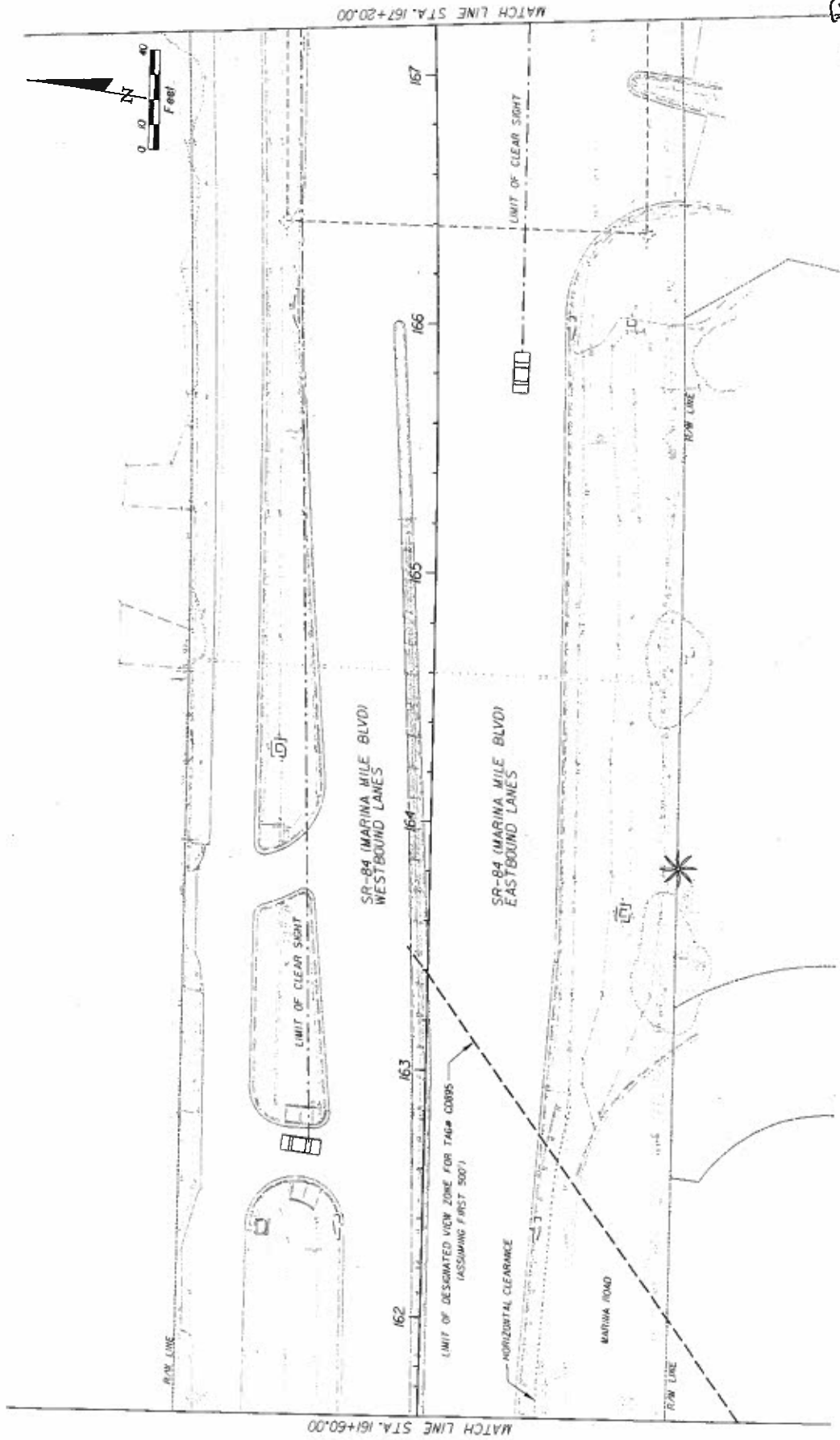
REVISIONS		STATE OF FLORIDA	
DATE	DESCRIPTION	DEPARTMENT OF TRANSPORTATION	SHEET NO.
		ROAD NO. 84	LD-12
		COUNTY BROWARD	
		FINANCIAL PROJECT ID 423004-1-52-01	
		TWILIGHT PARTNERS INC. 1000 WEST PALM BEACH BLVD SUITE 100 WEST PALM BEACH, FL 33411-4401 PERMITTEE ACCOUNT: CBS OUTDOOR, INC.	1/24/09 9:08:29 AM P:\000-688-1423004-01\DWG\PLAN\LD12.DWG

LANDSCAPE PLAN



Mr. PD  
11-29-10

DATE		DESCRIPTION		REVISIONS		DATE		DESCRIPTION	
<p><b>LAND DESIGN SOUTH</b> INCORPORATED CERTIFICATE OF AUTHORIZATION NO. 000206</p>				<p>STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION</p>		<p>ROAD NO. 84 COUNTY BROWARD FINANCIAL DISTRICT ID 423004-1-52-01</p>		<p>SHEET NO. LD-13</p>	



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Mr. JD  
11-24-10

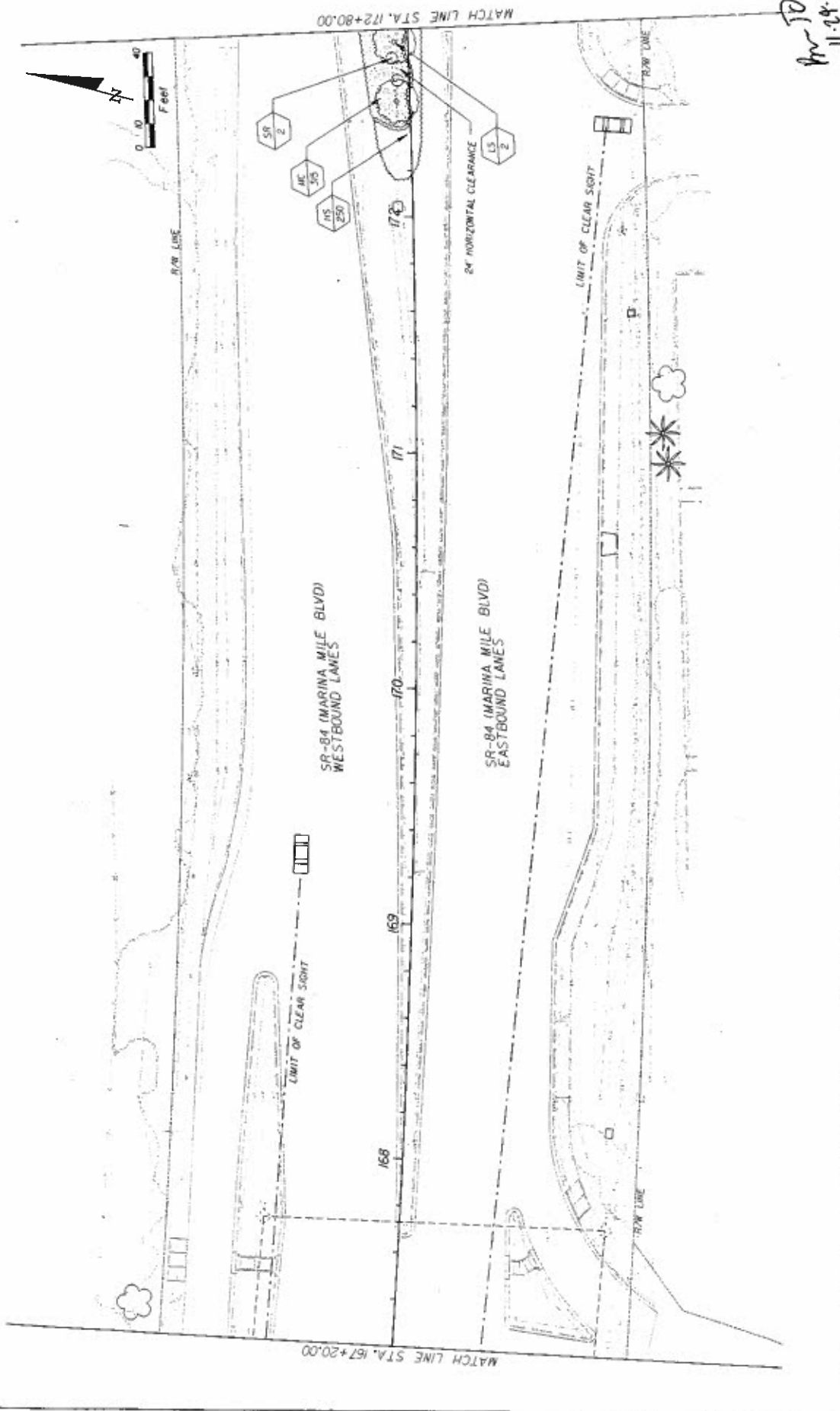
SHEET NO. LD-14

LANDSCAPE PLAN

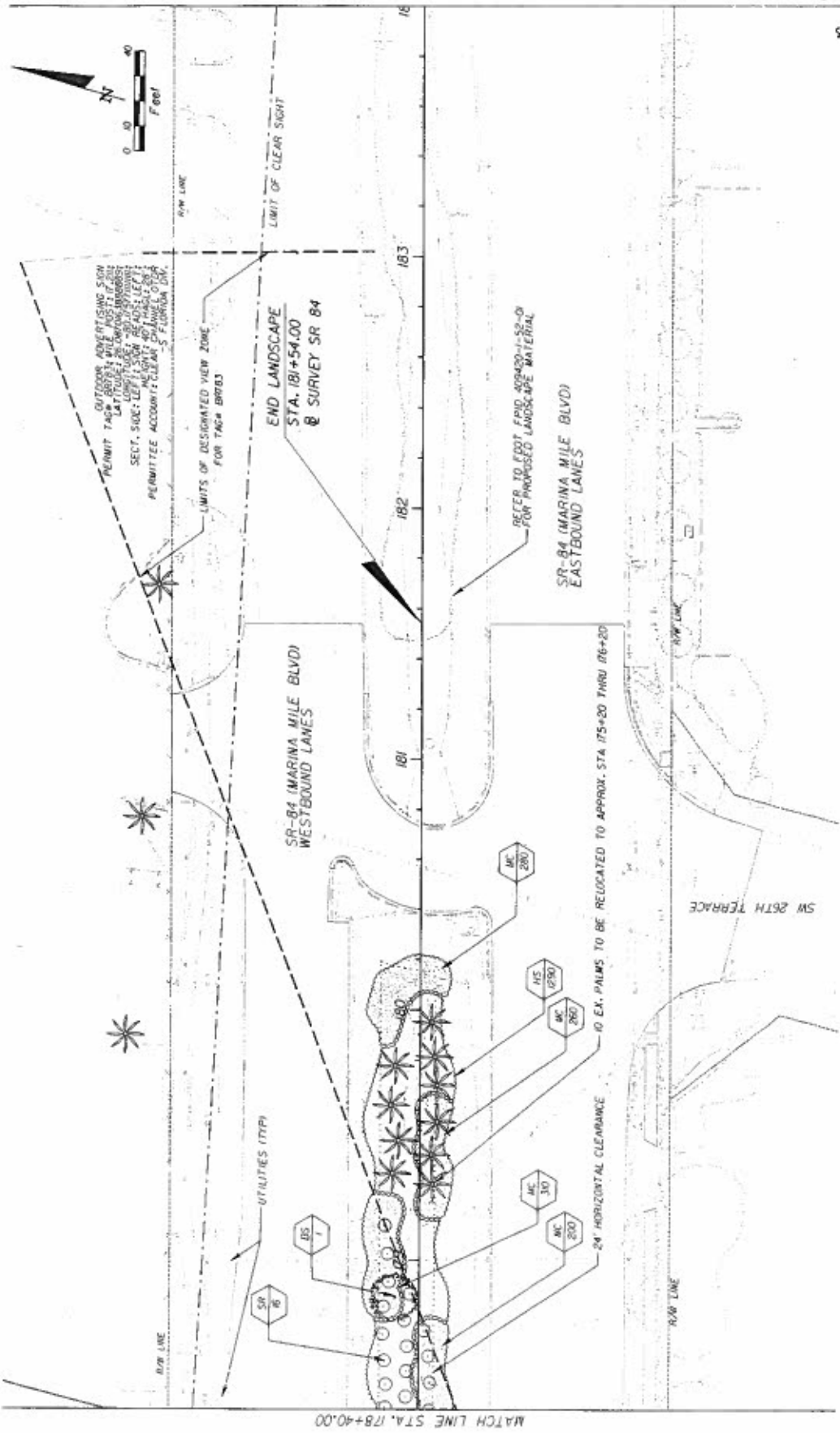
STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION  
ROAD NO. 84 COUNTY BROWARD FINANCIAL PROJECT ID 423004-1-52-01

LAND DESIGN SOUTH  
CERTIFICATE OF PROFESSIONAL ENGINEERING NO. 000006

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION







11-24-10

DATE	DESCRIPTION	REVISIONS	DATE	DESCRIPTION
STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		ROAD NO. 84 COUNTY BROWARD PROJECT NO. 42-3004-1-52-01		
PROJECT NO. 42-3004-1-52-01		PROJECT NO. 42-3004-1-52-01		
LANDSCAPE PLAN				
SHEET NO. LD-16				

**SECTION No.:** 86080  
**FM No. (s):** 423004-1-52-01  
**COUNTY:** Broward  
**S.R. No.:** 84

**EXHIBIT C**

**MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS**

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

*Please see attached*

<b>SECTION No.:</b>	<b>86080</b>
<b>FM No. (s):</b>	<b>423004-1-52-01</b>
<b>COUNTY:</b>	<b>Broward</b>
<b>S.R. No.:</b>	<b>84</b>

**EXHIBIT C**

**MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS**

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

*Please see attached*

# MAINTENANCE PLAN

## Landscape Improvements

Project State Road No(s): SR 84 (Marina Mile Blvd)  
Project Limits: New River (MP 16.70) to SW 26<sup>th</sup> Terr (MP 17.197)  
FM No(s): 423004-1-52-01  
Maintaining Agency: Dania Beach  
RLA of Record: Brian Terry  
Date: 11-05-2010

---

### **I. General Maintenance Requirements and Recommendations:**

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: *FDOT Design Standards*, *FDOT Plans Preparation Manual Vol. I, Chapter 2.11* and *FDOT Standard Specifications for Road and Bridge Construction* as amended by contract documents; and all other requirements set forth by the District 4 Operations Maintenance Engineer. The initial portion of the Maintenance Plan describes general maintenance requirements and recommendations. The concluding section is recommendations prepared by the Landscape Architect of Record specific to the attached approved plans.

### **Watering Requirements:**

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

### **Integrated Plant Management:**

An assessment of each planting area's soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Establishment of an integrated 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 that 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 and pedestrian 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). 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. Vertical tree heights must meet *FDOT Maintenance Rating Program (MRP)* standards.

**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. All turf efforts: mowing, curb/sidewalk edging, and turf condition must meet *FDOT Maintenance Rating Program (MRP)*.

**Litter Control:**

The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program (MRP)* standards.

**Weeding/Herbicide:**

All planting areas shall be maintained as weed free as practicable 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. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumers Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a general use permit is required from FDOT for approval by the FDOT District Landscape Architect.

**Hardscape (Specialty Surfacing):**

All 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 most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.



It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair, replace of the sign panel, post, and base.

**Hardscape (Landscape Accent Lighting)**

Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan.

**Maintenance of Traffic Control**

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

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

**Vegetation Management at Outdoor Advertising (ODA)**

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

Website: FDOT Outdoor Advertising Database  
<http://www2.dot.state.fl.us/rightofway/Default.aspx>

Also, reference the Florida Highway Beautification Program website link for Vegetation Management at ODA signs for the Florida Statutes and Administrative Codes related to Vegetation Management at Outdoor Advertising Signs and Permit Applications for Vegetation Management and Outdoor Advertising Signs determining Mitigation Value of Roadside Vegetation.

Website: FDOT Environmental Management office for Landscape Architects  
<http://www.dot.state.fl.us/emo/beauty/FLA.shtm>

**II. Specific Project Site Maintenance Requirements and Recommendations:**

The design intent for Dania Beach's portion of SR-84 was established around the parameters provided by the City, who mentioned that a clear view to all adjacent businesses would be one of the City's main priorities and that landscape should not obstruct those views. In addition, proposed plant material shall be maintained to be visually consistent with the plant material within the medians to the east of this project.

## REFERENCES

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

American National Standard Institute, *ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)*, available for purchase  
<http://www.treespecialists.com/pdfs/pruningstandards.pdf>

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Stock*, available for purchase  
<http://www.doacs.state.fl.us/pi/plantinsp/publications.html>

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 544 Landscape Installation*  
<http://www.dot.state.fl.us/rddesign/rd/RTDS/08/544.pdf>

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 546 Sight Distance at Intersections*  
<http://www.dot.state.fl.us/rddesign/rd/RTDS/08/546.pdf>

Florida Department of Transportation, *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 700 Roadside Offsets*  
<http://www.dot.state.fl.us/rddesign/rd/RTDS/08/700.pdf>

Florida Department of Transportation, *FDOT Plans Preparation Manual (PPM) Vol. I Chapters 2.11.5, Horizontal Clearance to Trees; Table 2.11.9 Horizontal Clearance and Clear Zone; Figure 4.1.2 Clear Zone; and Table 25.4.11.1 Clear Zone Width (feet) and Table 25.4.14.6 (for existing) trees*  
<http://www.dot.state.fl.us/rddesign/PPMManual/2008/Volume1/zChap02.pdf>

Florida Department of Transportation, *FDOT Standard Specifications for Road and Bridge Construction, Section 580 Landscape Installation*  
<http://www.dot.state.fl.us/specificationsoffice/Implemented/CurrentBK/CurrentSpecs/580.pdf>

Florida Department of Transportation, *Maintenance Rating Program Handbook*  
<http://ombnet.dot.state.fl.us/procedures/bin/850065002.pdf>

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

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

International Society of Arboriculture (ISA)  
[www.isa-arbor.com](http://www.isa-arbor.com)

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

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

Florida Department of Community Affairs (FCA), *Florida Board of Building Codes & Standards, Florida Accessibility Code for Building Construction*  
[http://www.dca.state.fl.us/fbc/publications/1\\_publications.htm](http://www.dca.state.fl.us/fbc/publications/1_publications.htm)

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

Accessible Sidewalk Videos (ADA)  
<http://www.access-board.gov/news/sidewalk-videos.htm>

<b>SECTION No.:</b>	<b>86080</b>
<b>FM No. (s):</b>	<b>423004-1-52-01</b>
<b>COUNTY:</b>	<b>Broward</b>
<b>S.R. No.:</b>	<b>84</b>

**EXHIBIT D**

**APROXIMATE COST FOR LANDSCAPE IMPROVEMENTS**

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

Date: November 5, 2010

Approximate Project Cost: \$ 97,435.00



Planning  
Landscape Architecture  
Environmental  
Transportation  
Graphic Design

**SR-84 (Marina Mile Blvd) -Dania Beach, FL**

**FPID 423004-1-52-01**

**Prepared on 11/05/2010**

**Opinion of Construction Cost for Landscape Pay Items**

	Qty	Unit Cost	Total Cost	Specification
<b>Palms (Large Plants Pay Item No. 580-1-2)</b>				
<i>Flowering Tree</i>	2	\$1,100.00	\$2,200.00	B&B, 24' OAH
<i>Canopy Tree</i>	9	\$800.00	\$7,200.00	B&B, 24' OAH
<i>Native Palm</i>	18	\$120.00	\$2,160.00	B&B, 14' CT Height, Slick, Matched
<b>Palms Material Total-</b>			<b>\$11,560.00</b>	

	Qty	Unit Cost	Total Cost	Specification
<b>Shrubs / GC (Small Plants Pay Item No. 580-1-1)</b>				
<i>Large Accent Shrubs - Mix Species t.b.d.</i>	105	\$150.00	\$15,750.00	3'-4' Native Accents, @ 10' o.c.
<i>Groundcovers- Mix Species t.b.d.</i>	6000	\$10.00	\$60,000.00	Est 24k SF G.C @ 24" o.c.
<b>Palms Material Total-</b>			<b>\$75,750.00</b>	

	Qty	Unit Cost	Total Cost	Specification
<b>Sod (Pay Item No. 570-1-2)</b>				
<i>Bahia argentine - Argentine Bahia Grass</i>	4,500.0	\$2.25	\$10,125.00	Performance Turf, Unit Cost Per SY
<b>Sod Material Total-</b>			<b>\$10,125.00</b>	

<b>GRAND TOTAL COST (INSTALLED)</b>				
			<b>\$97,435.00</b>	

**Notes:**

1. This is a Conceptual Cost Estimate. Price reflects current plant prices, availability and specifications as of 10/15/2010.
2. Grand Total does not include Relocation / Removal Costs.
3. The above estimate was prepared by a Registered Landscape Architect licensed to practice in the State of Florida and is hereby certified as our professional opinion of construction costs.
4. Costs assume an installation markup of 200%.

Landscape Architect of Record: BRIAN K. TERRY

License #: 6666978

Date: 11/05/2010