CITY OF MARGATE, FLORIDA

RESOLUTION NO. 11-256

A RESOLUTION OF THE CITY OF MARGATE, FLORIDA, APPROVING DISTRICT FOUR (4) MAINTENANCE MEMORANDUM OF AGREEMENT INCLUSIVE AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR MAINTENANCE OF LANDSCAPING IMPROVEMENTS ON STATE ROADS IN THE CITY OF MARGATE.

BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF MARGATE, FLORIDA:

SECTION 1: That the City Commission of the City of Margate, Florida hereby approves District Four (4) Maintenance Memorandum of Agreement Inclusive Agreement with the Florida Department of Transportation for maintenance of landscaping improvements on State roads in the City of Margate.

SECTION 2: That the Mayor and City Manager are hereby authorized and directed to execute said agreement on behalf of the City of Margate, a copy of which is attached and made a part of this Resolution.

SECTION 3: That this Resolution shall become effective immediately upon its passage.

PASSED, ADOPTED AND APPROVED THIS 2nd day of JULY, 2008.

ATTEST:

LESLIE RAE WALLACE
CITY CLERK

MAYOR PAM DONOVAN

CITY OF MARGATE, FLORIDA

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ATTEST:

LESLIE RAE WALLACE
CITY CLERK

MAYOR PAM DONOVAN

RECORD OF VOTE

McLean	Yes
Talerico	Aye
Varsallone	Yes
Bross	Aye
Donovan	Yes

Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

Planning & Environmental Management
3400 West Commercial Boulevard
Fort Lauderdale, Fl 33309-3421
Telephone: (954) 777-4330
Fax: (954) 777-4310

STEPHANIE C. KOPELOUSOS
SECRETARY

July 21, 2008

Mr. Frank Porcella
City Manager
City of Margate
5790 Margate Boulevard
Margate, Florida 33063

Dear Mr. Porcella:

RE: District Four (4) Inclusive Maintenance Memorandum of Agreement (MOA) for State Roads 7, 814, and 834, FM#421985-1-58-01 for the City of Margate.

Enclosed is the original executed Inclusive Maintenance Memorandum of Agreement (MOA) for the landscape improvements within the City of Margate. The executed Joint Participation Agreement (JPA) with the Margate Community Redevelopment Agency (CRA) was executed on June 25, 2008. Please use this letter as your Notice to Proceed. The necessary FDOT permits must be acquired.

Thank you in advance for your timely cooperation in this matter. Call me at 954-777-4219, Laura Sowers at 954-777-4340 or Mary Ann Randolph at 954-677-7897 if we can be of further help.

Sincerely,

Elisabeth A. Hassett, R.L.A.
District 4 Landscape Architect

Enclosures:
Original Copy Inclusive MOA
Sample Inclusive MOA Addendum

CC: File
C. Marsh, District Maintenance Engineer
R. Willich, Grant Coordinator
L. Sowers, Contract Manager
S. McSweeney, Broward Beautiful Program Coordinator
D. Holste, Director Margate CRA

SECTION NO: 86039, 86100 & 86028
S.R. NO(S): 7, 814 & 834
COUNTY: BROWARD
FM No.(s): 421985-1-58-01, 23001065403
WPI No.(s): 4110637, 4111098, & 4119110

DISTRICT FOUR (4)
MAINTENANCE MEMORANDUM OF AGREEMENT
INCLUSIVE AGREEMENT

THIS AGREEMENT, made and entered into this 16th day of July 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 MARGATE**, a political subdivision of the State of Florida, existing under the Laws of Florida, hereinafter called the **AGENCY**.

W I T N E S S E T H:

WHEREAS, the **DEPARTMENT** has jurisdiction over **State Roads 7, 814 and 834** as part of the State Highway System as described in Exhibit A; and

WHEREAS, the **AGENCY** seeks to install and maintain certain landscape improvements within the right-of-way of State Road 7 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 7, 814 and 834 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 and Exhibit B attached hereto and incorporated by reference herein, within the corporate limits of

the **AGENCY**; and

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

WHEREAS, the **AGENCY** and **DEPARTMENT** intend for this agreement to replace and supersede the agreements described in Exhibit C except as otherwise provided in this Agreement; and

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

WHEREAS, the **AGENCY** by Resolution No._____ 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 **DEPARTMENT** has installed landscape, irrigation and/or hardscape on the highway facilities as specified in plans and specifications attached as Exhibits of the agreements listed in Exhibit C. Hardscape shall mean any non-standard lighting and/or sidewalk or median surfacing such as: interlocking pavers, stamped asphalt or stamped concrete

2. The **AGENCY** has installed, or will install, landscape, irrigation and/or hardscape on the highway facilities as specified in plans and specifications hereinafter referred to as the Projects and incorporated herein as SR 7 as in Exhibit B and D. Hardscape shall mean any non-standard lighting and/or sidewalk or median surface treatments, such as, but not limited to: interlocking pavers, stamped asphalt or stamped concrete.

   When the **AGENCY** is installing or will install the project, they shall comply with the following criteria:

   (a) All plant materials shall be installed and maintained in strict accordance with sound nursery practice prescribed by the International Society of Arboriculture (ISA); all plant materials installed shall be Florida #1 or better according to the most current edition of Florida Department of Agriculture, *Florida Grades and Standards for Nursery Stock;* and all trees shall meet Florida Power & Light, *Right Tree, Right Place, South Florida.*

(b) Trees and palms within the right-of-way shall be pruned to discourage encroachment to roadways, shoulders, clear zones and sidewalks. Definition of these criteria is included in the most current editions of FDOT design 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) A-300.

(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 Standard Index, Series 600, *Traffic Control through Work Zones.*

(i) The most current edition of *FDOT Design Standard* 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 Standard* Index 700 must be adhered to.

(k) Landscape shall not obstruct roadside signs or permitted outdoor advertising signs, (see Rule Chapter 14-40, Part 1 and Part III, Florida Administrative Code [F.A.C.]).

(l) The **AGENCY** shall provide the local maintenance office, 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 and in the FDOT *Guide to Roadside Mowing and Maintenance Management System,* and comply with Exhibit E Maintenance Plan for installation and maintenance activities for landscape projects.

3. The **AGENCY** agrees to maintain the *landscape improvements* as defined as: plantings, irrigation, and / or hardscape within the medians and areas outside the travel way to the right of way line, by periodic pruning, mowing, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, and repair, following the **DEPARTMENT'S** landscape safety and plant care guidelines and Exhibit E Maintenance Plan. The **AGENCY'S** responsibility for maintenance shall include all landscaped / turfed and hardscape areas within the median areas outside the travel way to the right of way line and non-standard surface within the right-of-way on the State Roads described in Exhibit A. Hardscape shall mean any non-standard roadway, sidewalk or median surfacing covered by interlocking pavers, stamped asphalt and / or stamped concrete with the associated header curbs; and/or landscape accent lighting. It shall be the responsibility of the **AGENCY** to restore an unacceptable ride condition of the roadway caused by the differential characteristics of the concrete pavers and/or the header curb on Department of Transportation right-of-way within the limits of the Project.

Such maintenance to be provided by the **AGENCY** is specifically set out as follows: to maintain, which means the proper watering and fertilization of all plants and keeping them as free as practicable from disease and harmful insects; to properly mulch the plant beds; to keep the premises free of weeds; to mow or cut the grass to the proper height; to properly prune all plants which at a minimum includes (1) removing dead or diseased parts of plants,

or (2) pruning such parts thereof to provide clear visibility to signage or for those using the roadway and or sidewalk; or (3) to prevent 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 to keep the header curbs that contain the surfacing treatment in optimum condition. To maintain also means to keep the hardscape areas free from weeds and 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.

If it becomes necessary to provide utilities to the median or side areas (water/electricity) for these improvements, all costs associated with accent lighting and irrigation installation, maintenance, impact fees and connections as well as on-going cost of the utility are the maintaining **AGENCY'S** responsibility.

The above named functions to be performed by the **AGENCY** may be subject to periodic inspections by the **DEPARTMENT** at the discretion of the **DEPARTMENT**. Such inspection findings will be shared with the **AGENCY** and shall be the basis of all decisions regarding, repayment, reworking or agreement termination. The **AGENCY** shall not change or deviate from said plans without written approval of the **DEPARTMENT**.

4. This Agreement shall replace and supersede any and all preceding agreements as listed in Exhibit C. The landscape improvement plans attached to the referenced agreements shall by reference become a part of this agreement as if they were attached hereto. The **AGENCY** shall have the same duty to maintain those landscape improvements under this Agreement as the Agency did under the previous agreements, and as more specifically detailed in this Agreement.

   The **AGENCY** agrees to reimburse the **DEPARTMENT** all monies expended for the Project, should the landscape/hardscape 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 Project and/or maintenance responsibility 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 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, irrigation, and hardscape covered by this Agreement may be removed, relocated or adjusted at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the adjacent state road be widened, altered or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**. The **AGENCY** shall be given sixty (60) calendar days notice to remove said landscape after which time the **DEPARTMENT** may remove same.

7. The **AGENCY** at its own expense and by FDOT permit shall install the landscape improvements described in Exhibit D, and as defined as Pending Agency Project. The **DEPARTMENT** shall be invited to assist the **AGENCY** in final inspection before acceptance of the job by the **AGENCY**. The **DEPARTMENT** shall approve the job provided it complies with the permit.

8. The **AGENCY** agrees to reimburse the **DEPARTMENT** all monies expended by the **DEPARTMENT** for the projects listed in Exhibit A and Exhibit B in the amounts listed in those agreements should the landscape/hardscape areas fail to be maintained in accordance with the terms and conditions of this Agreement in the amounts listed in those agreements. The **AGENCY** shall be invited to assist the **DEPARTMENT** in final inspection.

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

(a) By the **DEPARTMENT**, if the **AGENCY** fails to perform its duties under Paragraph 3, following ten (10) days written notice.

(b) By the **DEPARTMENT**, for refusal by the **AGENCY** to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the **AGENCY** in conjunction with this Agreement.

10. The term of this Agreement commences upon execution.

11. With respect to any of the **AGENCY'S** agents, consultants, subconsultants, contractors, sub-contractors, sub-contractors, such party in any contract for this project shall agree to indemnify, defend, save and hold harmless the **DEPARTMENT** from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission of commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The **AGENCY** shall provide to the **DEPARTMENT** written evidence of the foregoing upon the request of the **DEPARTMENT.** It is specifically understood and agreed that the indemnification clause does not cover of indemnify the **DEPARTMENT** for its own negligence.

In the event that **AGENCY** contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

(a) **AGENCY'S** contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of $1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of $500,000.00 per Liability. Coverage must be afforded on a form no more restrictive 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.

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

(a) Plans for any new landscape improvements shall be subject to approval by the

DEPARTMENT'S District Landscape Architect. The **AGENCY** shall not change or deviate from said plans without written approval by the **DEPARTMENT**.

(b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and road design standards;

(c) The **AGENCY** agrees to comply with the requirements of this Agreement with regard to any additional landscape installed at no cost to the **DEPARTMENT**;

(d) The **AGENCY** shall procure a permit from the **DEPARTMENT**.

13. The Department may allow an adjacent property owner to construct additional landscape or hardscape improvements within the limits of the rights-of-way identified in Exhibit A of this document, subject to the following conditions:

(a) Plans for any new landscape or hardscape improvements shall be subject to approval by the **DEPARTMENT** and shall require 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 or hardscape improvements shall be developed and implemented in accordance with appropriate state safety and road design standards;

(c) The **AGENCY** agrees to comply with the requirements of the Agreement with regard to any additional landscape or hardscape improvements installed by an adjacent owner;

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** (*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 discretion, may install sod and the Agency shall be required, pursuant to this Agreement, to continue maintaining said landscape improvements.

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 hereby except as specifically stated herein. See Exhibit C and attached plans to listed agreements.

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 decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

18. 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 referenced in Exhibit B.

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

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

If to the Agency:
City of Margate
Frank Porcella
5790 Margate Boulevard
Margate, Florida 33063
City Manager

Exhibit A: City of Margate Limits & Agreement Status Graphic
Exhibit B: Pending Projects
Exhibit C: Existing Project Agreements
Exhibit D: Pending Landscape Improvement Plans & Cost Estimate of the Agency
Exhibit E: Maintenance Plan

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

CITY OF MARGATE

By: _____
Pam Donovan, Mayor

By: _____
Francis J. Porcella, City Manager

Attest: _____ (SEAL)
Leslie Wallace, City Clerk

Approval as to Form _____ Date 7/2/08
Eugene M. Steinfeld, City Attorney

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
District Transportation Development Director

Attest: _____ (SEAL)
Executive Secretary

Approval as to Form _____ Date July 15 2008

SECTION NO: 86039, 86100 & 86028
S.R. NO(S): 7, 814 & 834
COUNTY: BROWARD
FM No.(s): 421985-1-58-01, 23001065403
WPI No.(s): 4110637, 4111098, & 4119110

EXHIBIT A

CITY OF MARGATE LIMITS & AGREEMENT STATUS

SR 7 (US 441)
North of SW 12th Street (M.P.16.698) to North of Coral Bay Drive (M.P. 20.600)

SR 814 (Atlantic Boulevard)
SR 7 (M.P.0.00) to east of Banks Road (M.P. 0.753)

SR 834 (Sample Road) (South Right of Way Only)
Riverside Drive (M.P.0.953) to Rock Island Road (M.P.1.684)
And SR 7 (M.P.3.008) to east of Banks Road (M.P.3.567)

CITY OF MARGATE AGREEMENT STATUS GRAPHIC:

Please see attached

CITY OF MARGATE MOA = MOA OVERLAP = PENDING = CITY LIMITS = GAP =

SECTION NO: 86039, 86100 & 86028
S.R. NO(S): 7, 814 & 834
COUNTY: BROWARD
FM No.(s): 421985-1-58-01, 23001065403
WPI No.(s): 4110637, 4111098 & 4119110

EXHIBIT B

PENDING PROJECT AGREEMENTS DESCRIPTION:

Pending Agency Project: State Road 7 (US 441) from Colonial Drive (M.P.20.025) to Coral Gate Boulevard (M.P.20.416)

SECTION NO: 86039, 86100 & 86028
S.R. NO(S): 7, 814 & 834
COUNTY: BROWARD
FM No.(s): 421985-1-58-01, 23001065403
WPI No.(s): 4110637, 4111098, & 4119110

EXHIBIT C

EXISTING PROJECT 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:

12/13/02 State Road 814 (Atlantic Blvd.) from Banks Road (M.P. 0.641) to east City Limits (M.P. 0.753) highway facilities that contain landscape medians and areas outside the travel lane to the right of way line, excluding sidewalk, shall be maintained by periodic trimming, cutting, mowing, fertilizing, litter pick-up and necessary replanting. FIN No. 23001065403, Resolution No. 9391 (7/11/01).

11/7/01 State Road 7 (US 441) from NW 15th Street (M.P. 19.128) to Winfield Boulevard (M.P. 19.819) this is an Amendment to the Agreement on **11/14/98** State Road 7 (US 441) from **C-14 Canal (M.P. 17.820) to north City Limits (M.P. 20.600)** providing funding for a landscape project and identify the agencies responsibility for the future maintenance.

11/21/97 State Road 7 (US 441) from SW 8th Court (M.P. 17.039) to north City Limits (M.P. 20.550) highway facilities that contain landscape medians and areas outside the travel lane to the right of way line, excluding sidewalk, shall be maintained by periodic trimming, cutting, mowing, fertilizing, litter pick-up and necessary replanting. WPI No. 4110637, Resolution No. 8235 (1/8/97).

4/15/97 State Road 7 (US 441) from C-14 Canal (M.P. 17.820) to north City Limits (M.P. 20.550) highway facilities that contain landscape medians and areas outside the travel lane to the right of way line, excluding sidewalk, shall be maintained by periodic trimming, cutting, mowing, fertilizing, litter pick-up and necessary replanting. WPI No. 4111098, Resolution No. 8248 (2/5/97).

6/24/91 State Road 7 (US 441) from south of Coconut Creek Parkway (M.P. 18.842) to north City Limits (M.P. 20.550) to landscape and/or turfed areas on Florida Department of Transportation right of way within the limits of the project. WPI No. 4119110, Resolution No. 6859 (6/19/91)

This Agreement, pursuant to paragraph numbered 15, shall supersede all other above agreements except as to the actual landscape plans that have not been replanted by subsequent FDOT approved projects. The terms of this Agreement shall apply to those landscape plans.

S.R. NO(S): 7, 814 & 834
COUNTY: BROWARD
FM No.(s): 421985-1-58-01, 23001065403
WPI No.(s): 4110637, 4111098, & 4119110

EXHIBIT D

PENDING LANDSCAPE IMPROVEMENT PLANS & COST ESTIMATES OF THE AGENCY

By: Tonning & Associates, Inc.

Dated: January 14, 2007

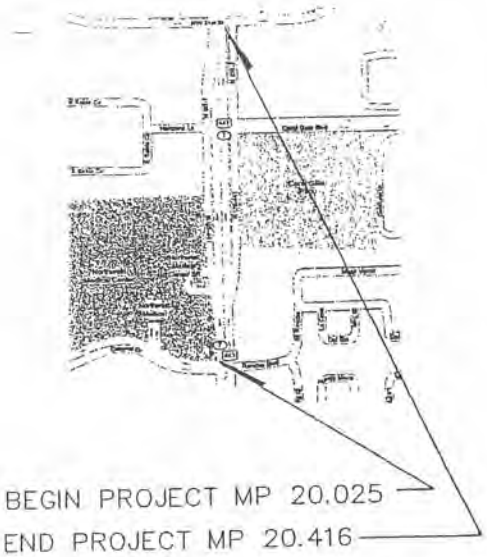
STATE ROAD 7 MEDIANS

PHASE V: COLONIAL DRIVE TO NW 31 STREET

100% CONSTRUCTION DRAWINGS

MAY 9, 2006

45 MPH ROADWAY DESIGN SPEED



INDEX OF DRAWINGS

LP-1	LANDSCAPE PLAN	LI-1	IRRIGATION PLAN
LP-2	LANDSCAPE PLAN	LI-2	IRRIGATION PLAN

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Index 544 2 of 3
Index 544 3 of 3
MOT Plan

Governing Standards and Specifications: Florida Department of Transportation, Design Standards Dated January 2006, and Standard Specifications for Road and Bridge Construction dated 2007, Section 580 Landscape Installation.

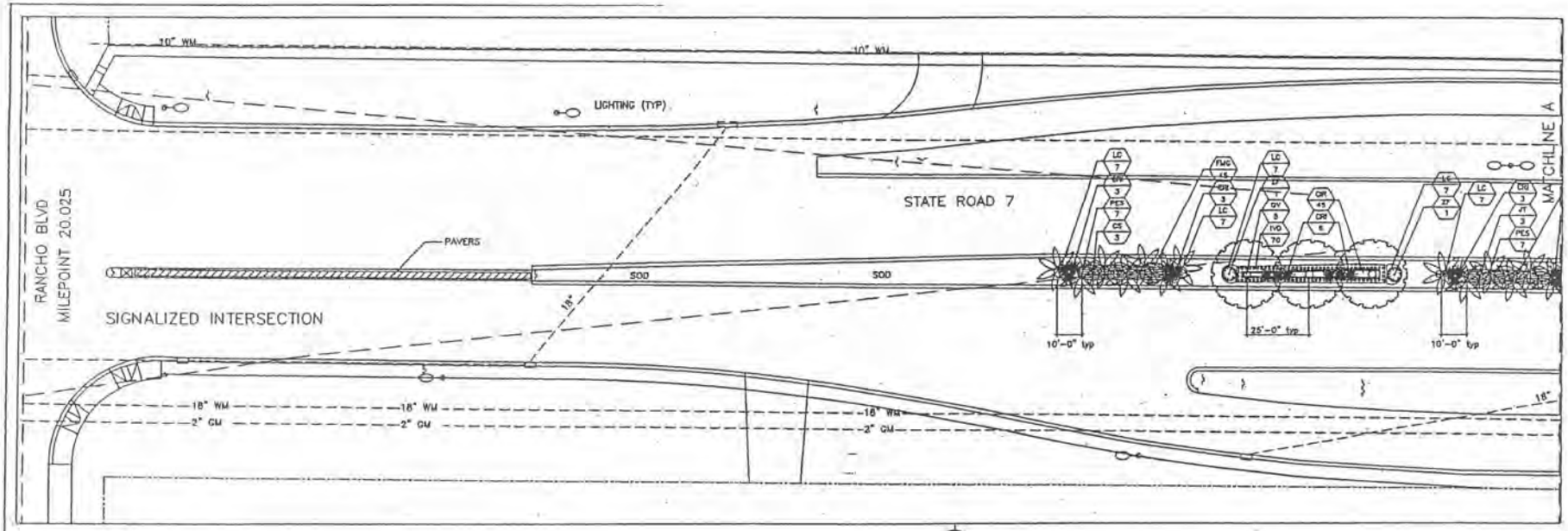
PREPARED FOR:

THE CITY OF MARGATE/CRA
5790 Margate Boulevard
Margate, Florida 33063

PREPARED BY:

TONNING & ASSOCIATES, INC.
Landscape Architecture & Land Planning

Landscape Architect – Florida License #6666709
Wayne K. Tonning, RLA
818 Bailey Street
Boca Raton, Florida 33487
Tel: 561-414-8269 Fax: 561-892-5977 Email: TONNINGRLA@aol.com



N LANDSCAPE PLAN

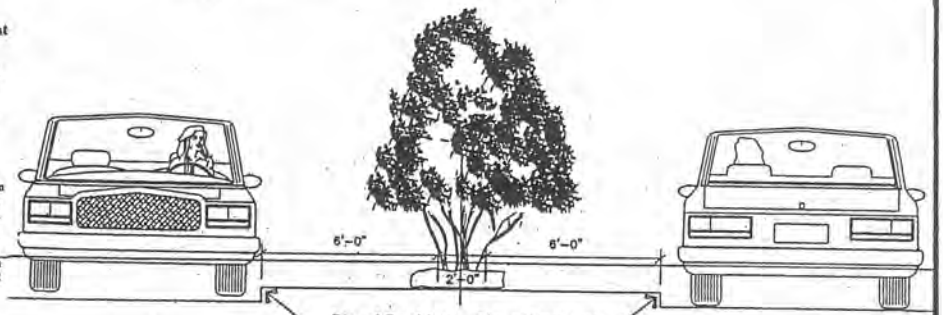
SCALE: 1" = 40'-0"

PROPOSED PLANT LIST

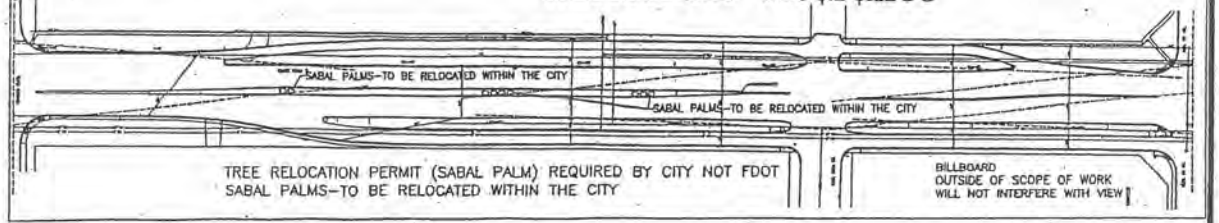
Code		Drought	QTY.	Botanical Name / Common Name	Specifications	Mature Height
TREES / PALMS						
CS	(N)	V	6	Cordia sebestena / Orange Geiger	B&B Field Grown, 8-10' HT, 6' Spr	15' HT x 10' Spr
JT		V	6	Jatropha integerrima / Jatropha	15 Gal., 8-10' HT, 6' Spr	15' HT x 10' Spr
PES		M	28	Ptychosperma elegans/Solitaire Palm	B&B Field Grown, 12-14' HT, 6' Spr	20' HT x 6' Spr
FD		M	5	Filicium decipiens / Japanese Fern Tree	B&B Field Grown, 10-12' HT, 6' Spr	20' HT x 8' Spr
QV	(N)	V	6	Quercus virginiana / Live Oak	B&B Field Grown, 6" Cal, 16-18' HT, 8' Spr	30' HT x 20' Spr
ACCENTS / SHRUBS / GROUND COVERS						
CIR	(N)	V	165	Chrysobalanus icaco / Red Tip Cocoplum	3 Gal., 24", 2' OC.	24" HTI - Maintain
CRI	(N)	V	42	Crinum asiaticum 'Queen Emma' / Purple Crinum Lily	7 Gal., 3' OA	42" HT x 42" Spr
ZF		V	6	Zamia pumila/ Coontie Palm	7 Gal., 30" OA	42" HT
FMG		V	90	Ficus microcarpa / Green Island Ficus	3 Gal., 24" OA, 2' OC.	24" HT- Maintain
IVD	(N)	V	140	Ilex vomitoria 'Schillings Dwarf' / Dwarf Ilex Holly	3 Gal., 24" OA, 2' OC.	18" HT- Maintain
JWV		M	90	Jasminum volubile / Wax Jasmine	3 Gal., 24" OA, 2' OC.	24" HT - Maintain
LC	(N)	V	98	Lantana camara 'Gold Mound' / Gold Mound Lantana Sterile sp.	1 Gal., 18" OC.	6" HT - Spreading
LM		V	175	Liriope muscari / Green Giant Liriope	1 Gal, 12" OC	18" HT
SOD		V	6250 SF	Stenotaphrum secundatum / St Augustine	No Gap/Continuous Sod	

ALL AREAS LABELED "SOD" TO BE NEW PROPOSED SOD.

(N) Florida Native Plant Species
L Low Drought Tolerance
M Moderate Drought Tolerance
V Very Drought Tolerant



Horizontal Clearance



N LANDSCAPE DEMO PLAN

SCALE: NTS

NOTES

Contractor shall field locate all site utilities prior to commencing excavation construction. Notify the Owner of any Conflicts.

Landscaping shall be field adjusted to avoid conflicts.

Irrigation Controller Electric Location, See Sheet LI-2. Contractor to supply shop drawing for permit.

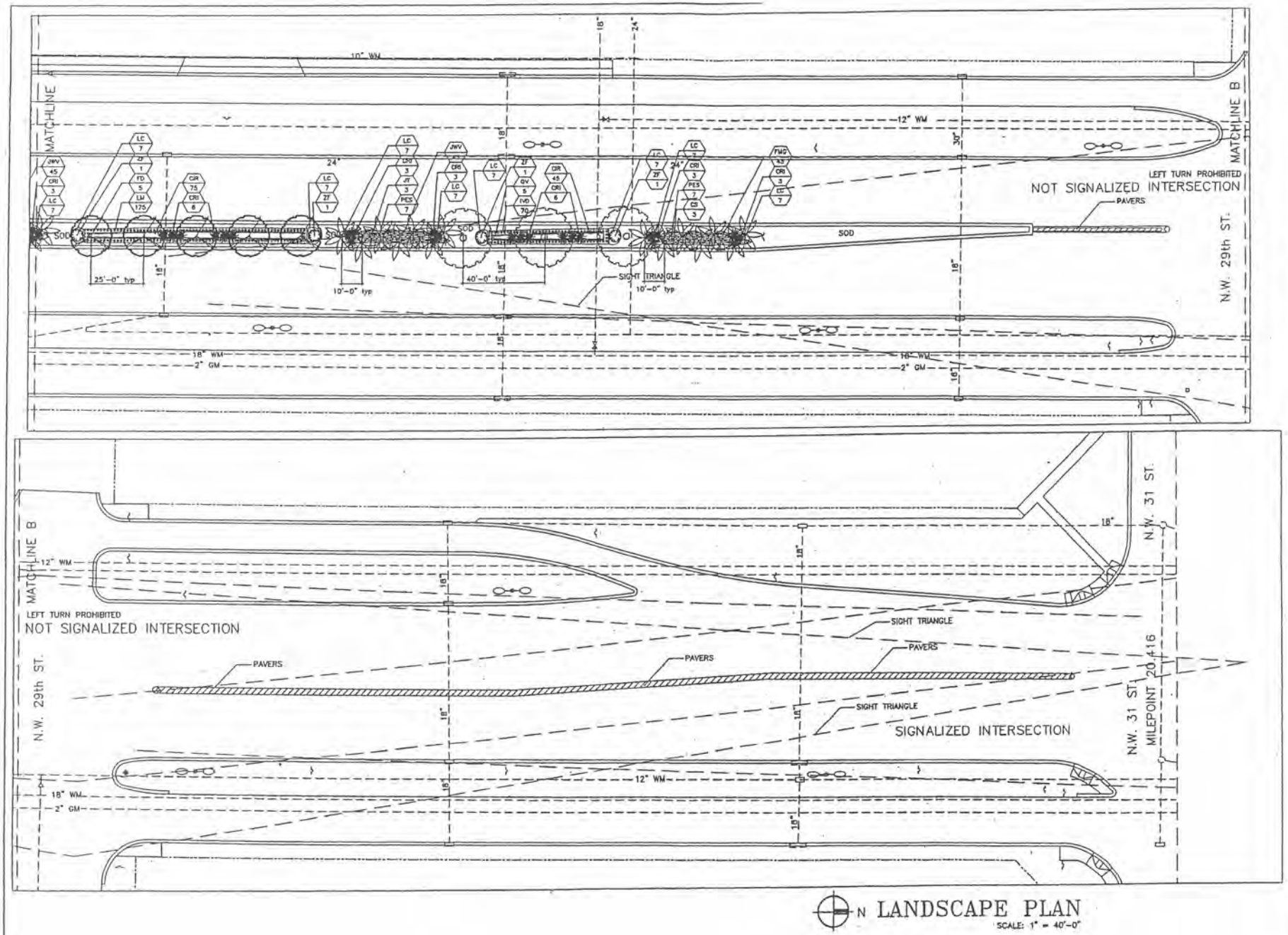
No Cypress mulch is allowed. Please utilize Eucalyptus mulch.

All Traffic control signing will be returned to pre_project condition. Landscaping shall not interfere with visibility of signing. All other DOT sight distance requirements shall be met. Broward County Traffic Engineering shall be given plan to review to verify location of signal system interconnect.

TONNING & ASSOCIATES, INC.
Landscape Architect - Florida License #0666708
1600 S. Dixie Highway, Suite 200
Boca Raton, Florida 33432

DRWG. TITLE : LANDSCAPE PLAN
PROJECT : SR 7
COLONIAL DRIVE TO 31ST STREET
MARGATE, FLORIDA
CLIENT : MARGATE CRA

PROJECT NO. 05-11
DRAWN BY WST
DESIGNED BY WST
CHECKED BY WST
05-08-
DWG. NO. LP-1
SHT. NO. 1 of 2
REVISIONS :
09-10-06
10-21-06
1-16-07

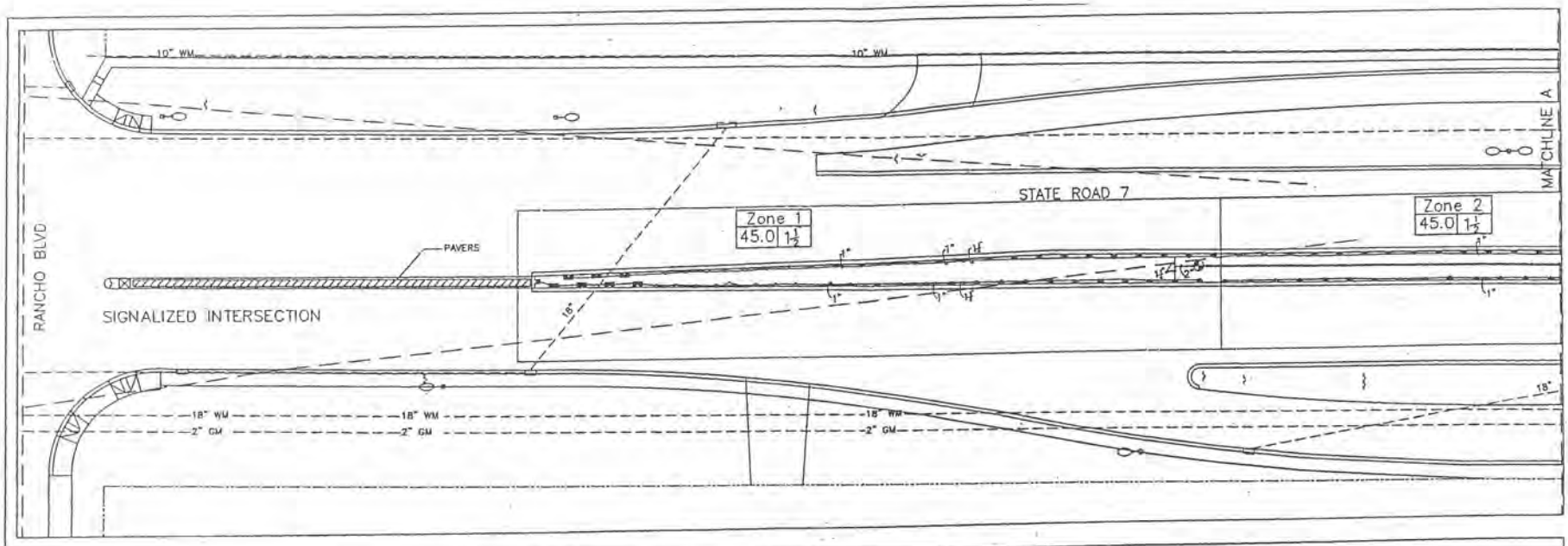


N LANDSCAPE PLAN
SCALE: 1" = 40'-0"

TONNING & ASSOCIATES, INC.
Landscape Architect - Florida License #0666709
818 Gidley Street
Hood Ridge, Florida 33487

DWG. TITLE: LANDSCAPE PLAN
PROJECT: SR 7
COLONIAL DRIVE TO 31ST STREET
MARGATE, FLORIDA
CLIENT: MARGATE CRA

PROJECT NO. 05-11
DRAWN BY WKT
DESIGNED BY WKT
CHECKED BY WKT
05-06-
DWG. NO. LP-2
SHT. NO. 2 of 2
REVISIONS :
09-10-08
10-21-08
1-14-07



IRRIGATION NOTES:

Piping:

Main Lines: PVC SDR 26, Class 160 Solvent Weld.

Zone Lines: PVC, 1/2 in. and 3/4 in. are not used. Min. pipe is 1 in. 315 PSI: 1 in. = SDR 21. 200 PSI: 1-1/4 in. and greater = SDR 26, 160 PSI. All solvent weld.

All end of the line unmarked pipe = 1 in. (min.).

Sleeves and suction Line: PVC, SCH 40.

Fittings: SCH 40 PVC

Fabrication: To manufacturers specifications. Use blue or grey PVC cement, square cut, clean and prime all joints.

Allow all main lines to cure for 24 hours before pressuring.

All pipe, fittings, and solvents to conform to latest ASTM specs.

Depth of Lines: Main Line and wiring = 18 in. depth, min.
Sleeving under pavement = 24 in. depth, min.
Suction Line = 24 in. depth, terrmin.
Zone Lines 1-1/2 in. and smaller = 10 in. depth, min.

Control Wires: AWG 14 for all hot wires and AWG 12 for common.
Solid copper type UF UL listed for direct burial.
Run wires under main and tape every 20 feet.
Run spares, two min.
Splice wires only in a valve box. All splices shall be moisture proof using Snap Tite or DBY UL connectors.
Common shall be white, hot shall be red or color coded.
Spare shall be black. Run in conduit where no Main line runs.

Backfill all trenches free of debris, compact to original density, flush all lines, use screens in all heads, adjust heads for proper coverage avoiding excess water on walls, walks, etc.

All details are graphically shown only. All quantities shall be verified by the contractor prior to installation. It shall be the contractors responsibility to ensure complete overlapping coverage. Any discrepancies shall be reported to the owner and landscape architect before proceeding. Codes and local regulations shall take precedence over these plans. It is the contractors responsibility to comply. The landscape architect reserves the right to make minor field changes, the contractor may field adjust spray nozzle selection to provide for proper 100% min. coverage.

Provide owner with an accurate as installed plan(s) at completion showing main lines, wiring, valves, crossings, etc. using dimensions from fixed datums.

Contractor shall verify all underground utilities prior to commencement of work.

The perimeter irrigation and landscape may be required to be installed prior to either or both pump startions and all main line / valve wiring. A separate plan showing modifications and alternate water source will be provided prior to construction. The modifications will not impact upon the design intent or substantially affect the construction plan.

SLEEVES

ALL SLEEVES ARE TO BE INSTALLED WITH A JACK AND BORE TYPE OPERATION (NO CUTTING OF PAVEMENT)

IRRIGATION SCHEDULE:

IRRIGATION LEGEND:

- MAIN LINE – 2" Feed from City Water Source
- LATERAL ZONE LINES – SDR PVC as noted
- ZONE BOUNDARIES
- BACK FLOW See Point of Connection Detail.
- CONTROLLER – Toro Custom Command Series Electric 6 station controllers #CC-P-6 mounted on metal studs at 3' height, with a Rain Check automatic rain sensor shutoff switch.
- ZONE VALVES – Toro 252 Series.
- (M) PROPOSED WATER METERS – 2" or per City Code.
- (S) SLEEVES – Sch. 40, 2 Sizes Larger. NOTE – Pipe Size if Shown is the Lateral Size, NOT the Sleeve Size
- 6" POP-UP SPRAY – Toro 570 Series HPR Spray Nozzles as Required. NOTE – All of the below may not be used

SYSTEM DESIGN OPERATING PRESSURE = Between 25 and 40 psi

15' Series –		12' Series –		10' Series –		8' Series –	
15-Q-PC – 1/4"	Q	12-Q-PC – 1/4"	Q	10-Q-PC – 1/4"	Q	8-Q-PC – 1/4"	
15-T-PC – 1/3"	T	12-T-PC – 1/3"	T	10-T-PC – 1/3"	T	8-T-PC – 1/3"	
15-H-PC – 1/2"	H	12-H-PC – 1/2"	H	10-H-PC – 1/2"	H	8-H-PC – 1/2"	
15-TT-PC – 2/3"	TT	12-TT-PC – 2/3"	TT	10-TT-PC – 2/3"	TT	8-TT-PC – 2/3"	
15-FB-PC – 3/4"	FB	12-FB-PC – 3/4"	FB	10-FB-PC – 3/4"	FB	8-FB-PC – 3/4"	
15-F-PC – Full	F	12-F-PC – Full	F	10-F-PC – Full	F	8-F-PC – Full	

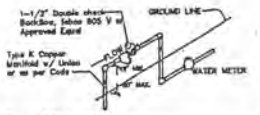
- 42-EST-PC 4 x 18"
- 4-EST-PC 4 x 12"
- 4-EST-PC 4 x 24"
- 6" POP-UP FLUSH BUBBLER – Toro 570 Series HPR Pressure Compensating Nozzles as Required.

Zone 2 — Zone Number
37.6 | 1½ — Volve Size
GPM per Zone

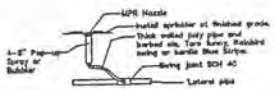
▲ 4" POP-UP MOTOR – Number PGM Rotor W/ Appropriate Nozzle as Required

N IRRIGATION PLAN

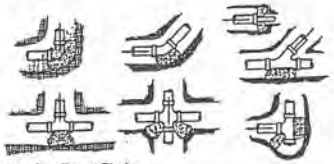
SCALE: 1" = 40'-0"



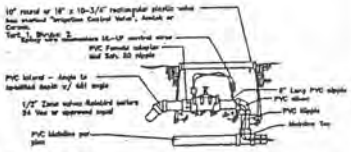
Point of Connection



4 or 6" Pop-up Spray / Bubbler Detail



Main Line Thrust Blocks

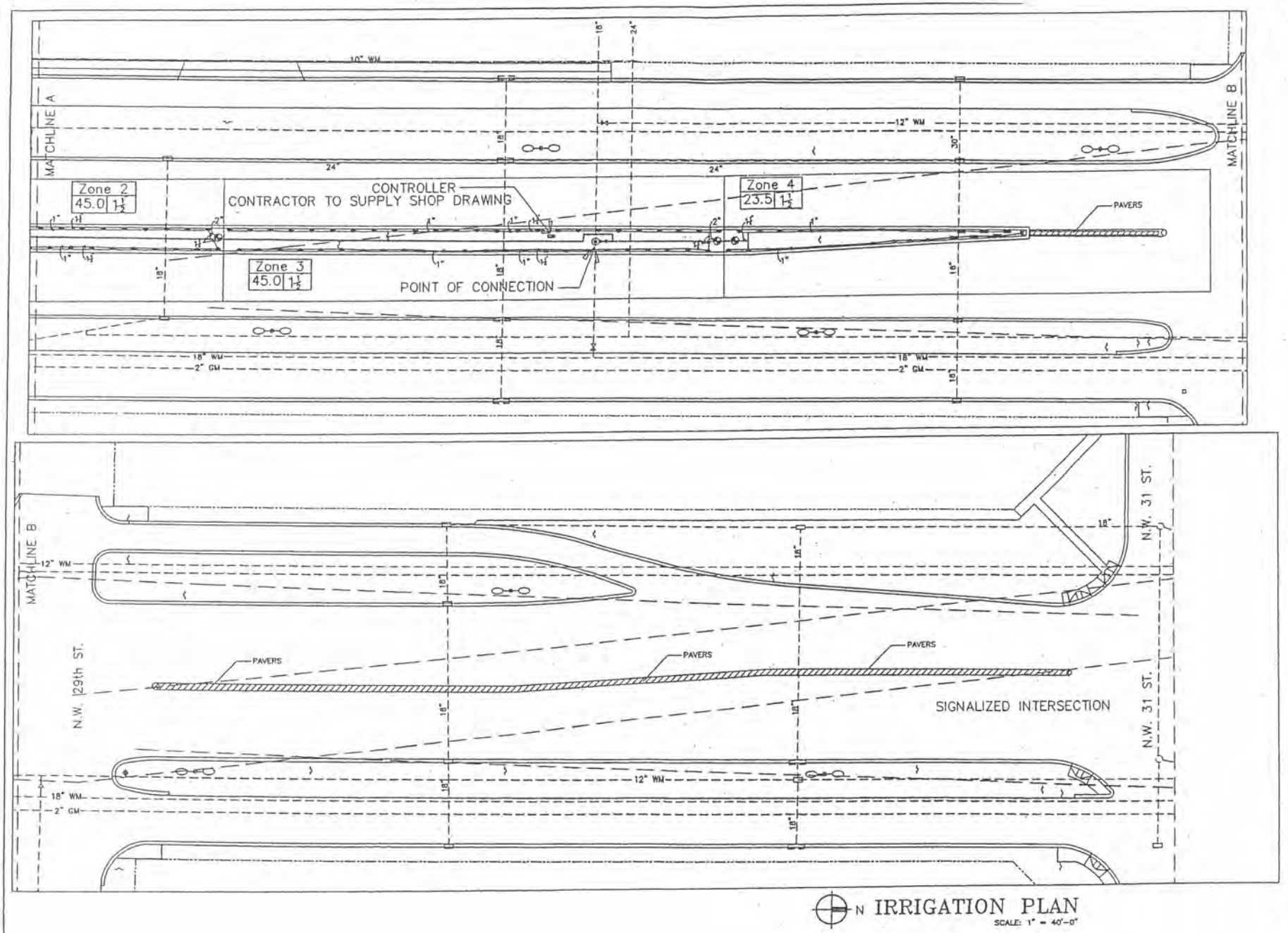


Zone Valve Detail

TONNING & ASSOCIATES, P.A.
Landscape Architect – Florida License #666709
816 Ridge Street, [illegible]

DRWG. TITLE : IRRIGATION PLAN
PROJECT : SR 7
COLONIAL DRIVE TO 31ST STREET
MARGATE, FLORIDA

PROJECT NO. 06-
DRAWN BY WK
DESIGNED BY WK
CHECKED BY WK
06-
DWG. NO. LI-
SHT. NO. 1 of
REVISIONS :
01-14-07



N IRRIGATION PLAN

SCALE: 1" = 40'-0"

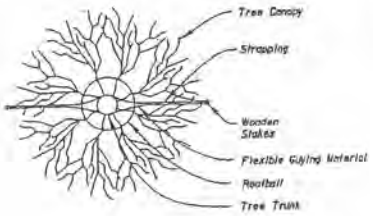
TONNING & ASSOCIATES, INC.
Landscape Architect - Florida License #0666709
816 Sydney Street, ...

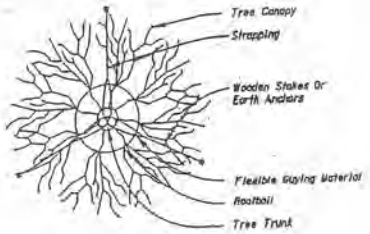
DWG. TITLE : IRRIGATION PLAN

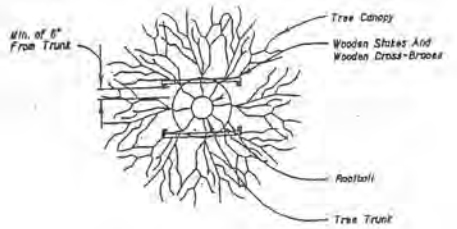
PROJECT : SR 7
COLONIAL DRIVE TO 31ST STREET
MARGATE, FLORIDA

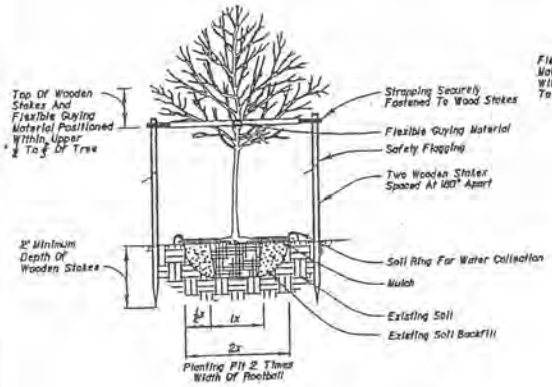
CLIENT : MARGATE CRA

PROJECT NO. 05-1
DRAWN BY WKT
DESIGNED BY WKT
CHECKED BY WKT
05-04
DWG. NO. L1-1
SHT. NO. 2 of
REVISIONS :
01-14-07

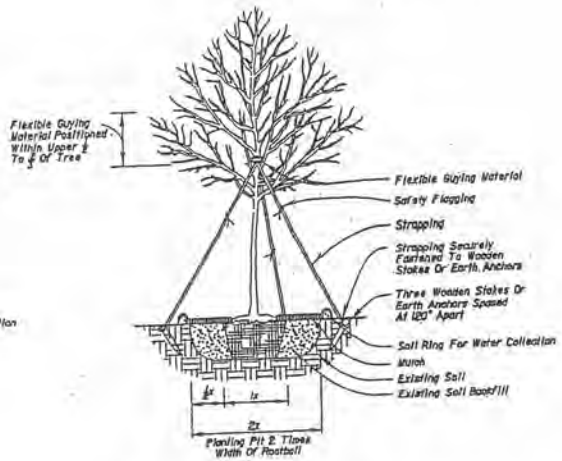




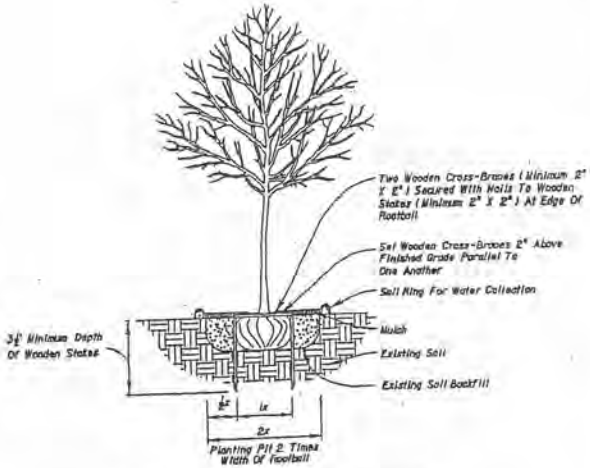




1" - 3½" Caliper Tree Planting



4" and Larger Caliper Tree Planting



Tree Planting With Wooden Stakes

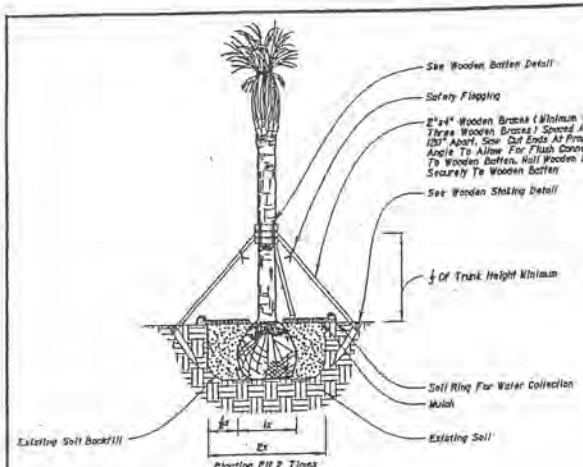
General Notes:

1. All dimensions 6" and less are exaggerated for illustrative purposes only.
2. Plant containers shall be removed prior to planting. If plants are not container grown, remove a minimum of the top ⅓ of burlap, fabric, or wire mesh.
3. Rootballs shall be set 1"-2" above finished grade and set plumb to the horizon.
4. Backfill shall be loosened existing soil. Remove rocks, sticks, or other deleterious material greater than 1" in any direction prior to backfilling. Water and tamp to remove air pockets. If existing soils contain excessive sand, clay, or other material not conducive to proper plant growth contact Engineer prior to planting.
5. Soil rings shall be constructed of existing soil at the outer edge of the planting pit with a height and width of 6".
6. Mulch shall be a 3" deep layer placed to the edge of the trunk flare, around the base of shrub, or solidly around groundcover.
7. Strapping shall be minimum 1" wide nylon or polypropylene. Guying material in contact with tree shall be soft, pliable, and flexible plastic or rubber, securely fastened to wooden stakes. All wooden stakes or earth anchors shall be located beyond the edge of soil ring and located below finished grade.
8. Sabal Palms may be hurricane cut. All other palms must have fronds tied with biodegradable strap. Palm trunks shall have no burn marks, scars, or sanding.
9. All dimensions provided for wooden materials are nominal.
10. When a permanent, subsurface, or drip irrigation system is provided a soil ring is not required. Mulch to edge of planting pit.
11. Commercial tree bracing systems approved by the Engineer may be used in lieu of the tree bracing methods detailed on the index.

2006 FDOT Design Standards

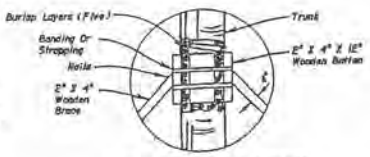
LANDSCAPE INSTALLATION

Last Revision	Sheet No.
07/01/05	1 of 3
Index No.	
544	

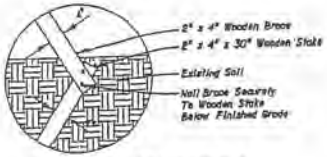


NOTE: For All Palms Over 10' Clear Trunk, Use Installation Detail Provided By Landscape Architect In Contract Plans.

Palm Planting For Up To 10' Clear Trunk

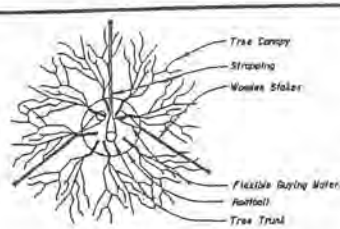


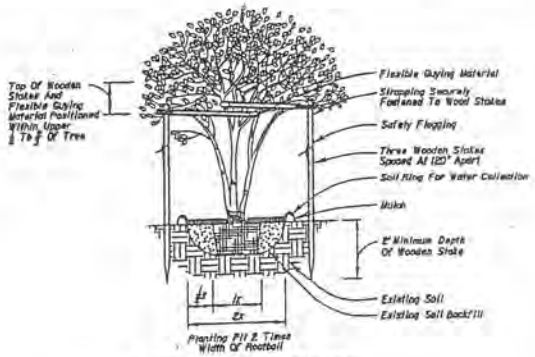
Wooden Batten Detail



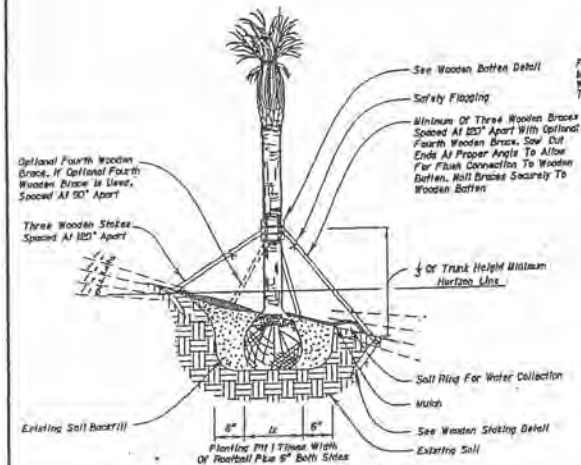
NOTE: Stake Into Firm, Existing Soil.

Wooden Staking Detail



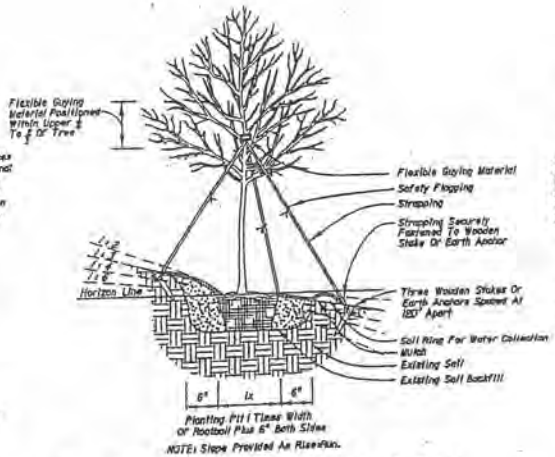


Multi-Trunk Tree Planting



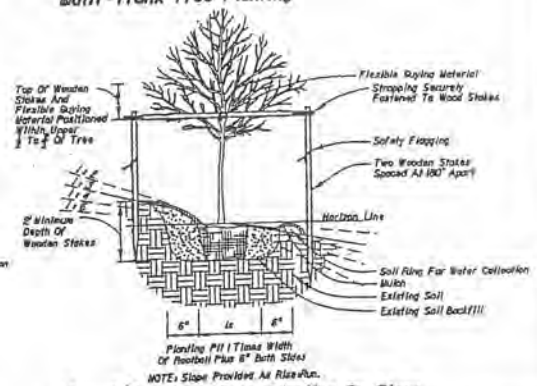
NOTES: Slope Provided As Rise=Run. For All Palms Over 10' Clear Trunk, Use Installation Detail Provided By Landscape Architect In Contract Plans.

Palm Planting On Slope For Up To 10' Clear Trunk



NOTE: Slope Provided As Rise=Run.

4" and Larger Caliper Tree Planting On Slope



NOTE: Slope Provided As Rise=Run.

1" - 3½" Caliper Tree Planting On Slope

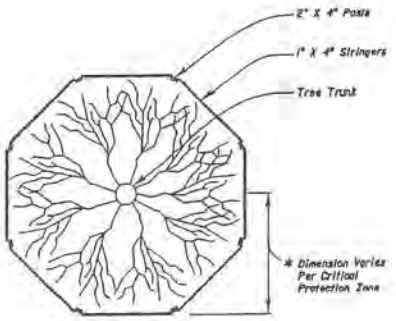
##STANDARD YEAR##

LANDSCAPE INSTALLATION

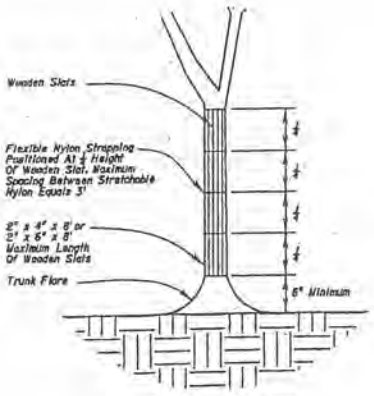
#Label1# #Label2# 07/01/05

Sheet No. 2 of 3

Index No. 544

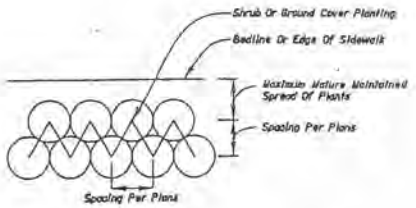


NOTE: For Groups Of Trees, Place Barricades Between Trees And Construction Activity.

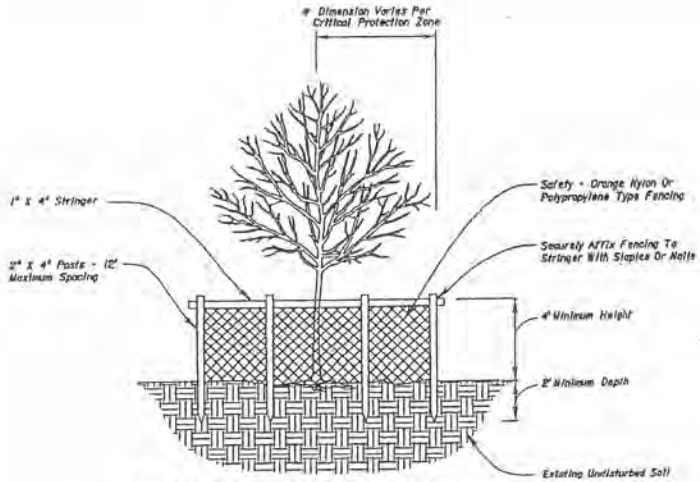


Tree Protection

NOTE: To Be Used When Tree Protection Barricade Can Not Be Provided Due To Roadway Construction, Project Limits, Or Other Existing Constraints.



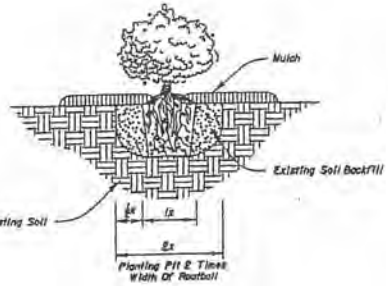
Ground Cover/Shrub Layout Detail



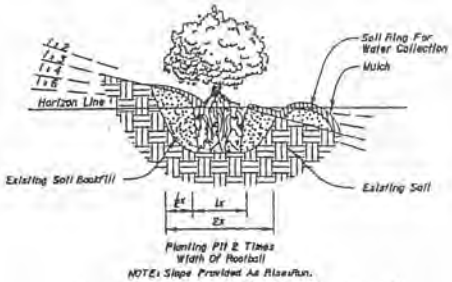
NOTES: Critical Protection Zone: The Area Surrounding A Tree Within A Circle Described By A Radius Of One Foot For Each Inch Of The Tree Trunk Diameter At 54" Above Finished Grade. For Groups Of Trees, Place Barricades Between Trees And Construction Activity.

* Tree Protection Barricades Shall Be Located To Protect A Minimum Of 75% Of The Critical Protection Zone.

Tree Protection Barricade



Ground Cover/Shrub Planting



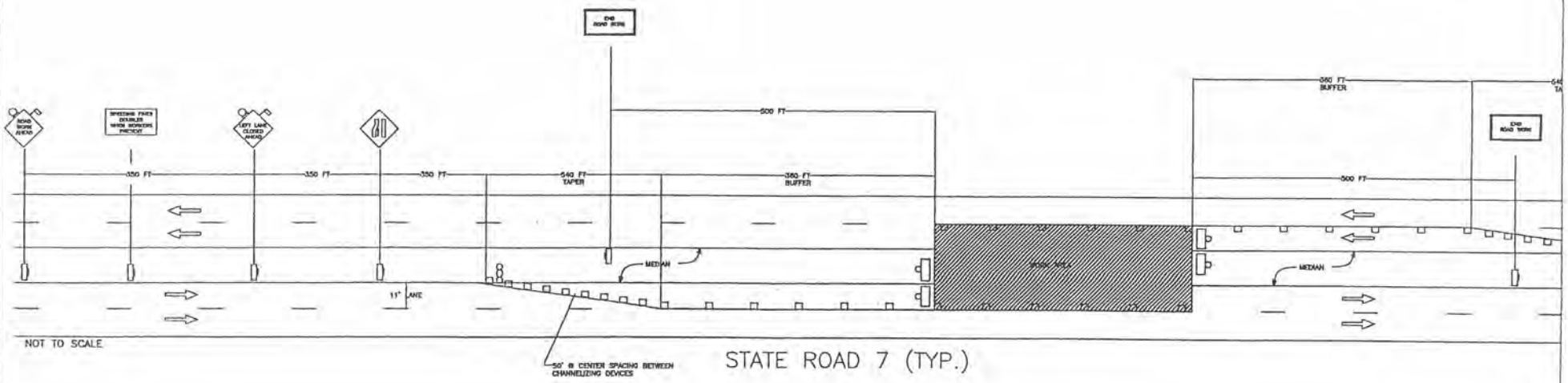
NOTE: Slope Provided As Riser/Run.

Ground Cover/Shrub Planting On Slope

2006 FDOT Design Standards

LANDSCAPE INSTALLATION

Last Revision	Sheet No.
07/01/05	3 of 3
Index No.	
544	



NOTE:
REFER TO 2006 FDOT DESIGN STANDARDS INDEX NO. 613 FOR DETAILS. ANY VARIATIONS WILL NEED TO BE APPROVED BY AN ENGINEER.

SPEED: 45 MPH

LEGEND

- WORK AREA
- CHANNELIZING DEVICE (See Index No. 600)
- TYPE I, TYPE II OR TYPE III BARICADE OR VERTICAL PANEL OR DRUM (WITH FLASHING LIGHT)
- WORK ZONE SIGNS
- ADVANCED WARNING ARROW PANEL
- FLOW OF TRAFFIC

CITY OF MARGATE CRA
STATE ROAD 7 MEDIAN IMPROVEMENTS

PREPARED BY CHEN AND ASSOCIATES FOR TONNING AND ASSOCIATES INC.

#56962

SCALE: NTS DWG BY: STG CHECKED BY: JJM DATE: 02/23/2007

SR 7 - MARGATE - Cost Estimate

Code		Drought	QTY.	Botanical Name / Common Name	Specifications	Unit Price Installed	Total
TREES / PALMS							
CS	(N)	V	6	Cordia sebestena / Orange Geiger	B&B Field Grown, 8-10' HT, 6' spr	$250.00	$1,500.00
JT		V	6	Jatropha integerrima / Jatropha	15 Gal., 8-10' HT, 6' Spr	$250.00	$1,500.00
PES		M	28	Ptychosperma elegans/Solitaire Palm	B&B Field Grown, 12-14' HT, 6' Spr	$200.00	$5,600.00
FD		M	5	Felicium decipiens / Japanese Tree	B&B Field Grown, 10-12' HT, 6' Spr	$200.00	$1,000.00
QV	(N)	V	6	Quercus virginiana / Live Oak	B&B Field Grown, 6" Cal. 16-18' HT, 8' Spr	$1,250.00	$7,500.00
ACCENTS / SHRUBS / GROUND COVERS							
CHR	(N)	V	165	Chrysobalanus icaco 'Red Tip Cocoplum	3 Gal., 24" OA, 2' OC	$12.50	$2,062.50
CRI	(N)	V	42	Crinum asiaticum 'Queen Emma' / Purple Crinum Lily	7 Gal., 3' OA	$50.00	$2,100.00
ZF		V	6	Zamia furfuracea / Cardboard Palm	15 Gal., 3' OA	$125.00	$750.00
FMG		V	90	Ficus microcarpa / Green Island Ficus	3 Gal., 24" OA, 2' OC.	$12.50	$1,125.00
IVD	(N)	V	140	Ilex vomitoria 'Schillings Dwarf' / Dwarf Ilex Holly	3 Gal., 24" OA, 2' OC.	$11.25	$1,575.00
JWV		M	90	Jasminum volubile / Wax Jasmine	3 Gal., 24" OA, 2' OC.	$9.38	$843.75
LC	(N)	V	98	Lantana camara 'Gold Mound' / Gold Mound Lantana	1 Gal., 18" OC	$7.50	$735.00
LM		V	175	Liriope muscarai / Green Giant Liriope	1 Gal. 12" OC	$5.00	$875.00
SOD			6250	St Augustine Sod	6250 SF	0.32	$2,000.00
						TOTAL PLANTS	$29,166.25

(N)	Florida Native Plant Species
L	Low Drought Tolerance
M	Moderate Drought Tolerance
V	Very Drought Tolerant

DEMOLITION/SITE PREPARATION	$5,000.00
IRRIGATION INSTALLATION	$5,000.00
TOTAL-Site Prep/Installation/Irrigation	$39,166.25
Establishment Period Maintenance, avg of 5.3 hours per week at a rate of $18.00 per hour- City Staff	$5,000.00
Establishment Watering by Truck, avg of 6.6 hours per week for 6 weeks at a rate of $18.00 per hour- City Staff	$720.00
Total	44,886.25

SECTION NO: 86039, 86100
S.R. NO(S): 7, 814 & 834
COUNTY: BROWARD
FM No.(s): 421985-1-58-01, 23001065403
WPI No.(s): 4110637, 4111098, & 4119110

EXHIBIT E

MAINTENANCE PLAN

See Attached