

II. FISCAL IMPACT ANALYSIS

A. Five Year Summary of Fiscal Impact:

Fiscal Years	<u>2010</u>	<u>2011</u>	<u>2012</u>	<u>2013</u>	<u>2014</u>
Capital Expenditures	_____	_____	_____	_____	_____
Operating Costs	\$ _____	_____	_____	_____	_____
External Revenues	_____	_____	_____	_____	_____
Program Income (County)	_____	_____	_____	_____	_____
In-Kind Match (County)	_____	_____	_____	_____	_____
NET FISCAL IMPACT	\$ * _____	_____	_____	_____	_____
# ADDITIONAL FTE	_____	_____	_____	_____	_____
POSITIONS (Cumulative)	_____	_____	_____	_____	_____

Is Item Included in Current Budget? Yes ___ No ___
 Budget Account No.: Fund _____ Dept. _____ Unit _____ Object _____
 Program _____

B. Recommended Sources of Funds/Summary of Fiscal Impact:

C. Departmental Fiscal Review: Joan N. McYee

III. REVIEW COMMENTS

A. OFMB Budget and/or Contract Dev. and Control Comments:

* No additional fiscal impact. County will continue to maintain the median per the agreement.

[Signature] 6/10/10
 OFMB/Budget
 meB 6/10/10
 SA 6/10/10

[Signature] 6/10/10
 Contract Development and Control
 E. Jones 6/10/10

B. Legal Sufficiency:

Anne DeFend 6/15/10
 Assistant County Attorney

This Agreement might subject the County to impact and connection fees in the future.

C. Other Department Review:

 Department Director

This summary is not to be used as a basis for payment.

SECTION No.: 93150000
FM No. (s): 411948-1-52-01
COUNTY: Palm Beach
S.R. No.: 809 (Military Trail)

**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 Palm Beach County, a political subdivision, existing under the Laws of Florida, hereinafter called the AGENCY.

WITNESSETH:

WHEREAS, the DEPARTMENT has jurisdiction over State Road 809 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 809 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 unincorporated County; and

WHEREAS, the AGENCY is of the opinion that highway facilities within the AGENCY'S limits that contain *landscape improvements* to the medians shall be maintained by periodic pruning, mowing, fertilizing, weeding, litter pick-up, and necessary replanting (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 desires to enter into this Agreement and authorized its officers to do so by an agenda item on _____;

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 which shall include plant materials 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. 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 within the median as described in Exhibit B by periodic pruning, mowing, fertilizing, weeding, curb edging, litter pickup and necessary replanting following the DEPARTMENT'S landscape safety and maintenance guidelines and the Maintenance Plan in Exhibit C. The AGENCY'S responsibility for maintenance shall include all landscaped / turfed areas within the median.
- 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 (if applicable) 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 litter removed from the median. 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), if applicable, 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 **\$32,848.34** 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 remain in effect for twenty-five (25) years.
- 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, 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:
Palm Beach County
559 N. Military Trail
West Palm Beach, Florida 33415
Attention: Audrey R. Norman
Title: Cooperative Extension
Director

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.

SHARON R. BOCK, CLERK &
COMPTROLLER

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Deputy Clerk

By: _____
Burt Aaronson, Chair

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO TERMS AND
CONDITIONS

By: _____
County Attorney

By: Audrey R. Norman
Department Director

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____
Transportation Development Director

Attest: _____ (SEAL)
Executive Secretary

Legal Review

Date

Office of the General Counsel

SECTION No.:	93150000
FM No. (s):	411948-1-52-01
COUNTY:	Palm Beach
S.R. No.:	809 (Military Trail)

EXHIBIT A

ROADWAY PROJECT LOCATION AND LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

I. LANDSCAPE IMPROVEMENTS LOCATION:

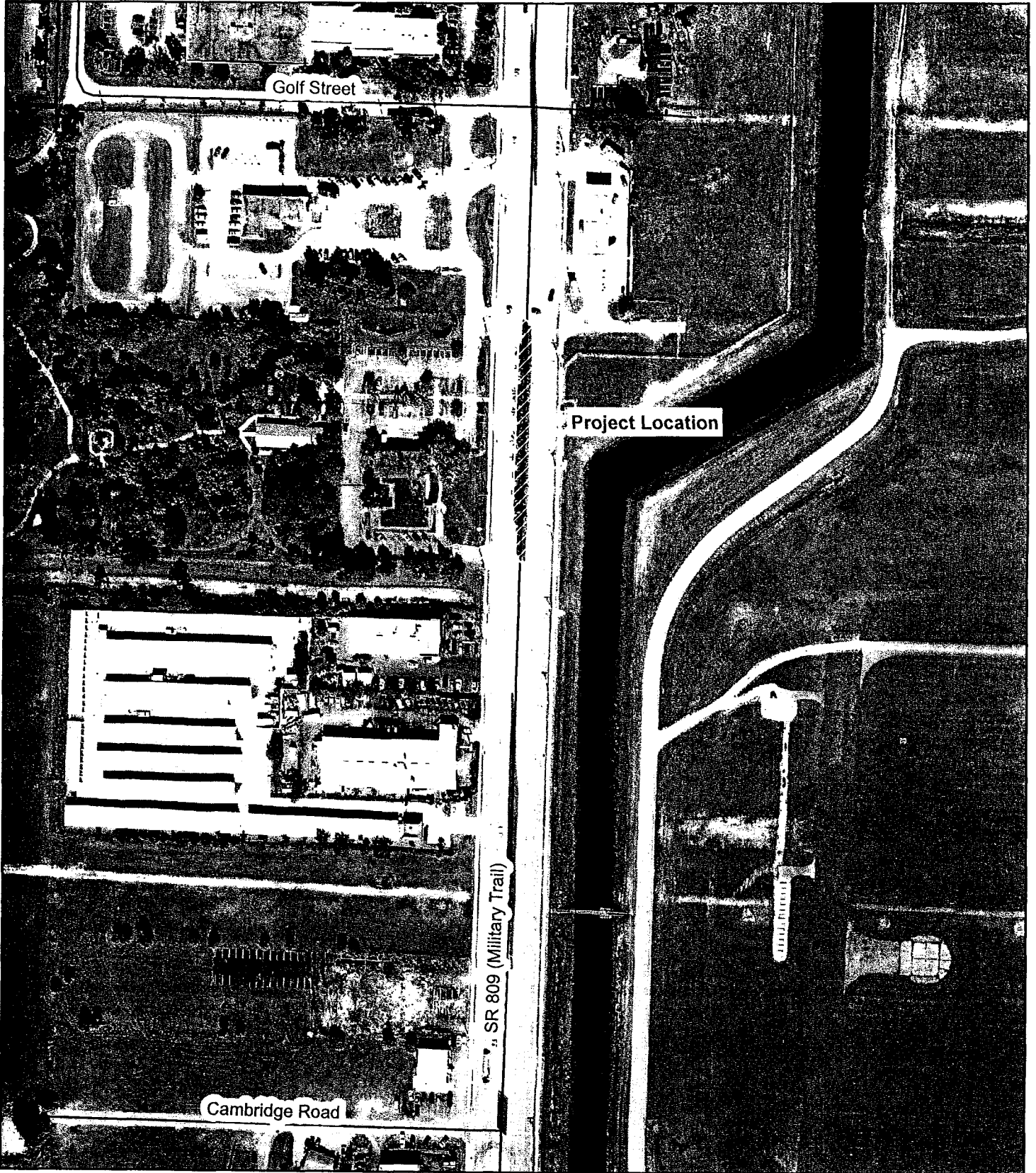
State Road 809 (Military Trail) from approximately 800 feet north of Cambridge Road (M.P. 0.484) to approximately 1,000 feet north of Cambridge Road (M.P. 0.559).

II. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:

State Road 809 (Military Trail) one median from approximately 800 feet north of Cambridge Road (M.P. 0.484) to approximately 1,000 feet north of Cambridge Road (M.P. 0.559).

III. LANDSCAPE IMPROVEMENTS MAINTENANCE MAP:

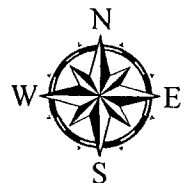
See attached project location map and area to be maintained by the city.



**Palm Beach County
SR 809 (Military Trail)
Maintenance Boundary**

0 50 100 200 Feet

1 inch = 200 feet



SECTION No.:	93150000
FM No. (s):	411948-1-52-01
COUNTY:	Palm Beach
S.R. No.:	809 (Military Trail)

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: Angela M. Biagi, RLA.
Date: 03/22/2010

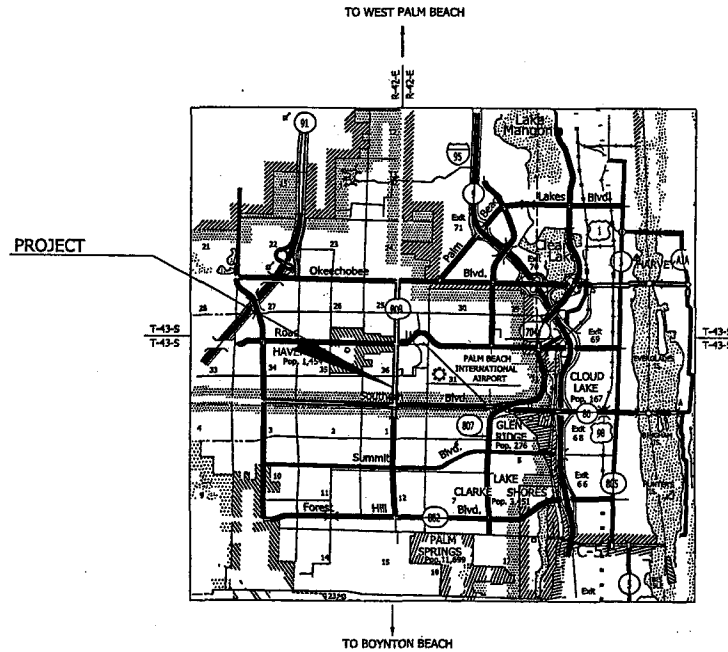
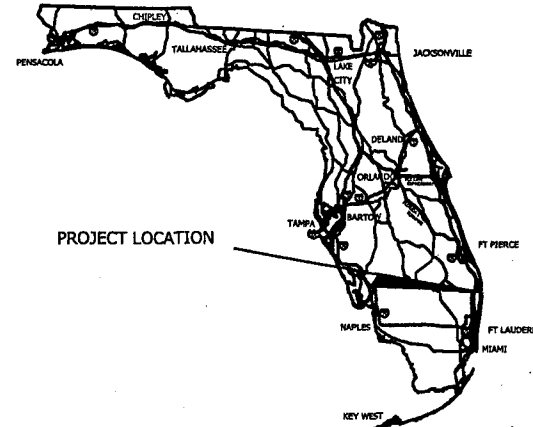
**STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION**

**CONTRACT PLANS
PALM BEACH COUNTY (93150)
STATE ROAD NO. 809/MILITARY TRAIL**

LANDSCAPE PLANS

INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-1	KEY SHEET
LD-2	TABULATION OF QUANTITIES
LD-3	LANDSCAPE PLAN



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

GOVERNING STANDARDS AND SPECIFICATIONS:
FLORIDA DEPARTMENT OF TRANSPORTATION,
DESIGN STANDARDS DATED 2008, WITH 2010 REVISIONS,
AND STANDARD SPECIFICATIONS FOR ROAD AND
BRIDGE CONSTRUCTION DATED 2010,
AS AMENDED BY CONTRACT DOCUMENTS.

"Call Sunshine"

In Florida
1-800-432-4770

(2) Working Days Before You Dig



SUNSHINE STATE ONE CALL
OF FLORIDA, INC.

AM
3-22-10

KEY SHEET REVISIONS		
DATE	BY	DESCRIPTION

LANDSCAPE PLANS
LANDSCAPE
ARCHITECT OF RECORD: ANGELA M. BIAGI

R.L.A. NO.: 6566787

FISCAL YEAR	SHEET NO.
	LD-1

FDOT PROJECT MANAGER: ELISABETH MASSETT, RLA

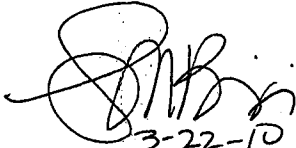
\$USERS \$DATES \$TIMES \$FILES

TABULATION OF QUANTITIES

QTY	SYM	BOTANICAL NAME	COMMON NAME	SIZE	SPACING
4	AA	Agave attenuata	Spineless Century Plant	7 gal	As Shown
1411	NEO	Neoregelia 'Super fireball'	Super fireball' Neoregelia	3 gal	12" o.c.
213	EI	Epidendrum ibaguense	Orange Ground Orchid	3 gal	18" o.c.
537	MS	Microsorium scolopendrium	Wart Fern	3 gal	18" o.c.
145	SPB	Spartina bakerii	Spartina Grass	3 gal	24" o.c.

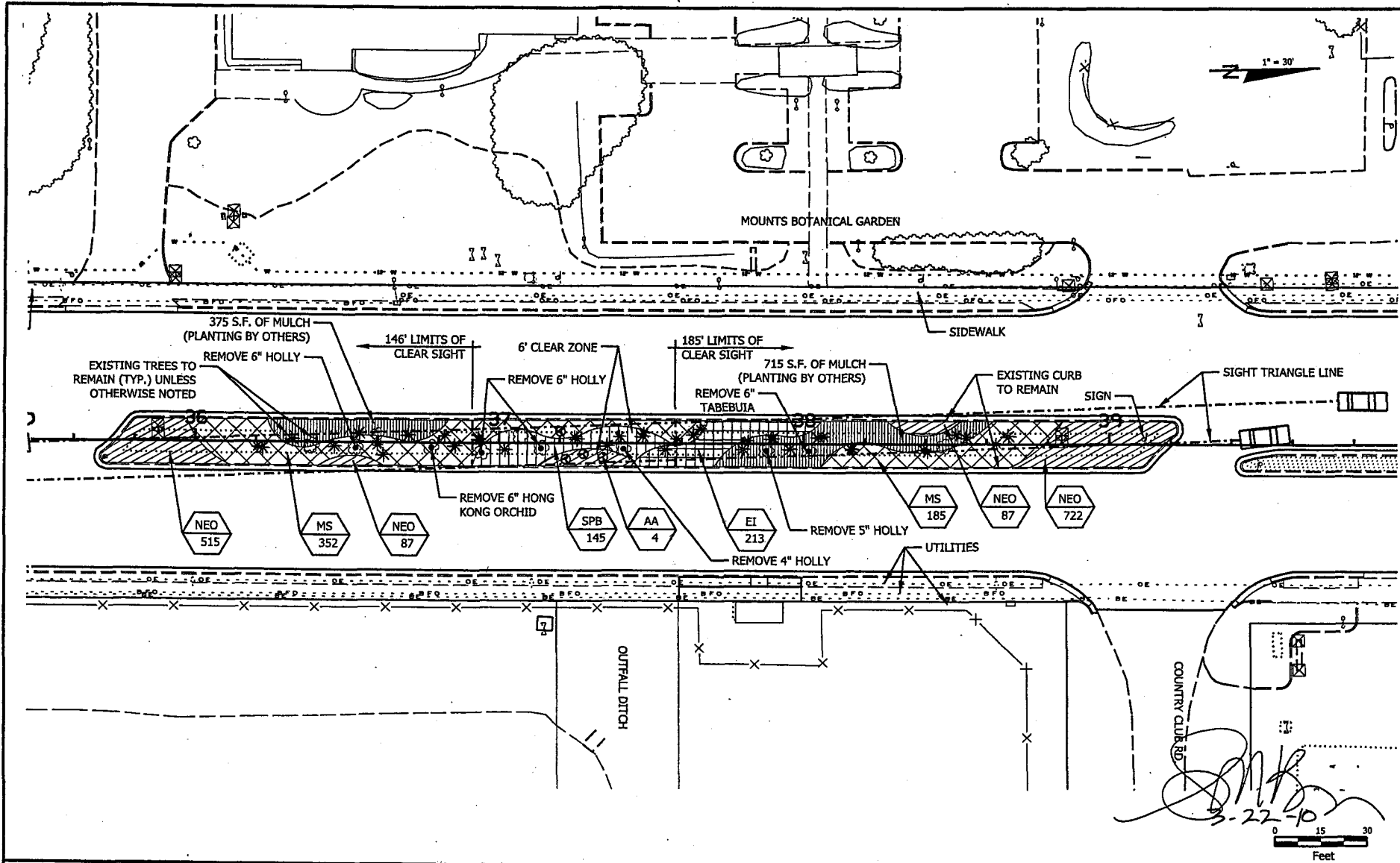
PLANTING NOTES

1. Remove the following (7) seven trees as indicated on the plan:
 - Three 6", one 4" and one 5" Dahoon Holly
 - One 6" Hong Kong Orchid
 - One 6" Tabebuia
2. Preserve & protect existing palms/trees to remain during construction, as follows:
(10) Sabal Palms, (12) Coconut Palms, (2) Dahoon Hollies
3. Prune all existing to remain and fertilize.
4. Location of existing trees/palms is approximate. Field verify exact locations.
5. Field verify ground cover quantities. Notify Landscape Architect if a significant adjustment is needed to meet the design intent.
6. CONTACT LANDSCAPE ARCHITECT TO COORDINATE BED LAYOUT PRIOR TO PLANTING.
7. Existing turf within the median shall be scalped and sprayed with (2) applications of herbicide at 10 day intervals.
8. Following planting activities, apply 3" approved mulch throughout median. Mulch shall be in bags and sterile.
9. PROVIDE THREE (3) COST ESTIMATES FOR "NON-RATE" ITEMS NOT ON FORM "C".


 3-22-10

REVISIONS						LANDSCAPE ARCHITECTURE UNIT FDOT DISTRICT 4 3400 W. COMMERCIAL BLVD. FT. LAUDERDALE, FL 33309 (954) 777-4219	STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION			TABULATION OF QUANTITIES	SHEET NO.
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION		ROAD NO.	COUNTY	DATE		LD-2
							809	PALM BEACH	12-30-09		

8USERS 8DATES 8TIMES 8FILES



REVISIONS					
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION

LANDSCAPE ARCHITECTURE UNIT
 FDOT DISTRICT 4
 3400 W. COMMERCIAL BLVD.
 FT. LAUDERDALE, FL 33309
 (954) 777-4219

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION		
ROAD NO.	COUNTY	DATE
809	PALM BEACH	12-30-09

LANDSCAPE PLAN

SHEET NO.
LD-3

DESIGNED BY: [Signature] DATES: [Signature] FTIMES: [Signature] FILES: [Signature]

SECTION No.:	93150000
FM No. (s):	411948-1-52-01
COUNTY:	Palm Beach
S.R. No.:	809 (Military Trail)

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 809 (Military Trail)
Project Limits: 800 feet north of Cambridge Road (M.P. 0.484) to 1,200 feet north of Cambridge Road (M.P. 0.559)
FM No(s): 411948-1-52-01
Maintaining Agency: Palm Beach County
RLA of Record: Angela Biagi, RLA
Date: 12/30/2009

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.

Irrigation System:

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably "rush hour" traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

Integrated Plant Management:

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

Palms, shrubs, trees and turf areas 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 proposed landscape will consist of shrubs and groundcovers in a single median. The median does not have permanent irrigation. Plant material was chosen for its xeriscape and low maintenance qualities. All plant material shall be maintained at its natural mature size. Sabal palms shall be pruned to remove brown fronds only. Coconut palms shall remain free of fruit at all times. The flower stalks on the Bromilads and Agave shall be removed after all bracts have died. The Spartina grass shall be cut back in the spring to promote fullness.

Areas designated for future planting by others shall remain mulched and free of weeds and debris until such time it is planted or during periods of transition when seasonal plants are being replaced out.

This median is located within the airport flight path. Should any of the existing trees die, there are height restrictions on what species can be replanted.

This median does not impact the existing Outdoor Advertising signs along this corridor.

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/specificationoffice/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

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

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>

SECTION No.:	93150000
FM No. (s):	411948-1-52-01
COUNTY:	Palm Beach
S.R. No.:	809 (Military Trail)

EXHIBIT D

APPROXIMATE 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.

\$32,848.34

Amount is approximate



Florida Department of Transportation

CHARLIE CRIST
GOVERNOR

3400 West Commercial Boulevard
Fort Lauderdale, FL 33309-3421

STEPHANIE C. KOPELOUSOS
SECRETARY

March 11, 2010

Mr. Tedd Kenny, General Manager
Arazoza Brothers Corporation
P. O. Box 924890
Homestead, FL 33092

Dear Mr. Kenny:

Subject: TASK WORK ORDER AUTHORIZATION for the removal of seven (7) small trees in very poor condition, pruning of the remaining trees and palms, and the installation of associated shrubs and ground covers in the median of SR 809 (Military Trail) in response to adjacent property owner complaints.

District Wide Miscellaneous Landscape Support Contract

TASK WORK ORDER NO.:	ABTWO 1.34
LOA No.:	1
Contract Number:	BDL 19
Financial Project Number:	411948-1-52-01

Arazoza Brothers Corp. is hereby authorized to perform the work as cited in your March 1, 2010, cost estimate of **\$32,848.34** for the removal of seven (7) trees, the installation of associated shrubs and groundcovers, and other associated activities in the median of SR 809 (Military Trail) as specified in the Task Work Order Estimate Request dated February 12, 2010.

The contractor shall provide seven days advance notice to Elisabeth Hassett, Mike Atkins, and Randy Willich prior to commencement of this project.

The contractor shall complete this project within thirty days of receipt of this TWO Authorization.