



COMMISSION AGENDA ITEM
DOCUMENT ROUTING FORM

Today's Date: 12/26/24 1/2/25

26

DOCUMENT TITLE: RESOLUTION APPROVING A SECOND AMENDMENT TO THE LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT FOR STATE ROAD 811 (NE 4TH AVENUE) WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION FOR LANDSCAPE IMPROVEMENTS WITHIN THE RIGHT-OF-WAY OF STATE ROAD 811 - (COMMISSION DISTRICT 2)

COMM. MTG. DATE: 12/17/24 CAM #: 24-1145 ITEM #: CR-9 CAM attached: ☒ YES ☐ NO

Routing Origin: CAO Router Name/Ext: StephanieS. /5001 Action Summary attached: ☒ YES ☐ NO

NO

Capital Investment / Community Improvement Projects defined as having a life of at least 10 years and a cost of at least \$50,000 and shall mean improvements to real property (land, buildings, or fixtures) that add value and/or extend useful life, including major repairs such as roof replacement, etc. Term "Real Property" include: land, real estate, realty, or real.

CIP FUNDED: ☐ YES ☒ NO

1) City Attorney's Office: Documents to be signed/routed? ☒ YES ☐ NO # of originals attached: 2

Is attached Granicus document Final? ☒ YES ☐ NO Approved as to Form: ☒ YES ☐ NO

Date to CCO: _____
Kimberly Cunningham Mosley
Attorney's Name

[Signature]
Initials

2) City Clerk's Office: # of originals: 2 Routed to: Donna V./Amber C./CMO Date: 01/08/25

3) City Manager's Office: CMO LOG #: Item 11 Document received from: _____

Assigned to: SUSAN GRANT ☐ LAURA REECE ☐
CHRIS COOPER ☐ BEN ROGERS ☐

LAURA REECE as CRA Executive Director ☐

☐ APPROVED FOR S. GRANT'S SIGNATURE

☐ N/A FOR S. GRANT TO SIGN

PER AACM: C. Cooper _____ (Initial/Date)

L. Reece _____ (Initial/Date)

B. Rogers _____ (Initial/Date)

☐ PENDING APPROVAL (See comments below)

Comments/Questions: _____

Forward 2 originals to ☐ Mayor ☒ CCO Date: _____

4) Mayor/CRA Chairman: Please sign as indicated. Forward 2 originals to CCO for attestation/City seal (as applicable) Date: _____

5) City Clerk: Scan original and forwards 2 originals to: G. Rizzuti /TAM/Suite 3764

Attach _____ certified Reso # _____ ☐ YES ☒ NO

Original Route form to Stephanie S.

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen and Mayor Trantalis

CR-5 [24-1086](#)

Resolution Approving a Public Transportation Grant Agreement with the Florida Department of Transportation for the John Fuhrer Downtown Helistop Painting and Fireproof Coating Project - \$134,023 - (Commission District 4)

ADOPTED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen and Mayor Trantalis

CR-6 [24-1121](#)

Resolution Imposing Special Assessment Liens for Lot Clearing - (Commission Districts 2, 3 and 4)

ADOPTED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen and Mayor Trantalis

CR-8 [24-1135](#)

Resolution Approving a Grant Participation and Reimbursement Agreement for the Implementation of the Reconnecting Communities and Neighborhoods Program Grant "Connect FTL" Planning Study within the City of Fort Lauderdale - (Commission Districts 2 and 4)

ADOPTED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen and Mayor Trantalis

CR-9 [24-1145](#)

Resolution Approving a Second Amendment to the Landscape Maintenance Memorandum of Agreement for State Road 811 (NE 4th Avenue) with the Florida Department of Transportation for Landscape Improvements within the Right-of-Way of State Road 811 - (Commission District 2)

ADOPTED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen and Mayor Trantalis

CR-10 [24-1148](#)

Resolution Authorizing the City Manager to Approve a Grant Agreement with the State of Florida, Department of Children and Families ("DCF") for a Mental Health and Substance Abuse Housing Program - \$250,000 - (Commission Districts 1, 2, 3 and 4)

ADOPTED

Yea: 5 - Commissioner Herbst, Vice Mayor Glassman, Commissioner Beasley-Pittman, Commissioner Sorensen and Mayor Trantalis



**CITY OF FORT LAUDERDALE
City Commission Agenda Memo
REGULAR MEETING**

#24-1145

TO: Honorable Mayor & Members of the
Fort Lauderdale City Commission

FROM: Susan Grant, Acting City Manager

DATE: December 17, 2024

TITLE: Resolution Approving a Second Amendment to the Landscape Maintenance Memorandum of Agreement for State Road 811 (NE 4th Avenue) with the Florida Department of Transportation for Landscape Improvements within the Right-of-Way of State Road 811 - (**Commission District 2**)

Recommendation

Staff recommends the City Commission adopt a resolution approving and authorizing the execution of the second amendment to the Landscape Maintenance Memorandum of Agreement for State Road 811 (NE 4th Avenue) with the Florida Department of Transportation for improvements within the right-of-way of State Road 811 between Mile Post 0.000 to Mile Post 0.406, in substantially the form attached.

Background

The City of Fort Lauderdale seeks to amend the Landscape Maintenance Memorandum of Agreement (MMA) with the Florida Department of Transportation (FDOT) for the purpose of the City maintaining the landscape improvements within the right-of-way on State Road 811/NE 4 Avenue from approximately Sunrise Boulevard to just north of NE 13 Street.

The MMA includes provisions allowing the City to construct additional landscape improvements or to modify an improvement on State Road 811 in accordance with the plans attached as Exhibits "A" and "B" to the agreement.

The proposed amendment includes the recent improvements made by the City, such as the installation of new sidewalks, textured pavement crosswalk markings, landscaping, irrigation and future pedestrian lighting, associated with the NE 4th Avenue Streetscape project.

Resource Impact

There is no fiscal impact associated with this action. Any costs associated with the proposed improvements have been incorporated into the project costs.

Strategic Connections

This item supports the *Press Play Fort Lauderdale 2029* Strategic Plan, specifically advancing:

- The Public Places Focus Area, Goal 5: Build a beautiful and welcoming community

This item advances the *Fast Forward Fort Lauderdale 2035* Vision Plan: We Are Ready

Attachments

Exhibit 1 – Amendment Two FDOT Landscape Maintenance Memorandum of Agreement

Exhibit 2 – Location Map

Exhibit 3 – Resolution

Prepared by: Morgan Dunn, Program Manager I, Transportation and Mobility

Acting Department Director: Milos Majstorovic, MSCE, PE, Transportation and Mobility

SECTION: 86170000
PERMIT: 2021-L-491-00011
COUNTY: BROWARD
STATE RD: 811

**AMENDMENT NUMBER TWO (2)
FLORIDA DEPARTMENT OF TRANSPORTATION
LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT**

THIS AMENDMENT Number TWO (2) to the Agreement dated **June 16, 2005**, made and entered into this _____ day of _____ 20____, by and between the Department of Transportation, hereinafter called the DEPARTMENT and the **CITY OF FORT LAUDERDALE**, a municipal subdivision of the State of Florida, hereinafter called the AGENCY.

W I T N E S S E T H:

WHEREAS, the DEPARTMENT has jurisdiction over **State Road 811 (NE 4th Avenue)** as part of the State Highway System as described in **Exhibit "A"**; and

WHEREAS, the DEPARTMENT and the AGENCY signed an agreement on June 16, 2005 for the DEPARTMENT to install landscaping and irrigation in the median along State Road 811 from **M.P. 0.009 to M.P. 0.975**, herein after referred to as "the Original Agreement"; and

WHEREAS, the parties amended the Agreement with Amendment One (1), dated December 1, 2021, for the purpose of expanding the AGENCY'S maintenance of the landscape improvements on State Road 811 (Dixie Highway / NE 4th Avenue) from **M.P. 0.057 to M.P. 0.124**; and

WHEREAS, pursuant to this Amendment, the AGENCY seeks to have installed by permit, and herein agrees to maintain, certain landscape improvements within the right of way of State Road 811 (Dixie Highway / NE 4th Avenue) from **M.P. 0.000 to M.P. 0.406**, as described within **Exhibit "B"** 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 the additional improvements made to the travelway that were made at the AGENCY'S request, in accordance with the Maintenance Plan incorporated herein as **Exhibit "C"**; and

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

WHEREAS, the AGENCY, by Resolution No. 24-268, dated January 6, 20 25, attached hereto as **Exhibit "D"** 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:

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1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

The AGENCY shall install and agrees to maintain the landscape improvements described herein as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project(s) and incorporated herein as **Exhibit "B"**. *Hardscape* shall mean, but not be limited to, any site amenities such as landscape accent lighting, bike racks, fountains, tree grates, decorative free-standing walls, and/or sidewalk, median and/or roadway specialty surfacing such as concrete pavers, stamped colored concrete and/or stamped colored asphalt (also known as patterned pavement).

- 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 installed and pruned to prevent encroachment to roadways, lateral offsets, and sidewalks. Definition of these criteria is included in the most current editions of FDOT standards for design, construction, maintenance, and utility operations on the state highway system and **Exhibit "C"**, the Maintenance Plan.
- c. Tree and palm pruning shall be supervised by properly trained personnel trained in tree pruning techniques and shall meet the most current standards set forth by the International Society of Arboriculture (ISA) and the American National Standard Institute (ANSI), Part A-300.
- 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. The AGENCY shall provide the FDOT Local Operation Center accurate as-built plans of the irrigation 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. (See paragraph (g) for contact information.)
- 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 Operations Center (see paragraph (g) below) and the AGENCY shall be responsible for all associated fees for the installation and maintenance of these utilities.
- g. The AGENCY shall provide the local FDOT Operation Center located at Broward Operations, 5548 NW 9th Avenue, Ft. 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 landscape improvements.

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- h. All specialty surfacing 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)*.
- i. All activities, including landscape improvements 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 Plans for Road Construction, 102-XXX series, Maintenance of Traffic*.
- j. The most current edition of *FDOT Design Manual, Section 212.11 and Exhibits 212.4 through 212.7 regarding clear sight triangles at intersections* must be adhered to.
- k. Clear Zone Lateral Offset and as specified in the *FDOT Design Manual, Chapter 215* must be adhered to.
- l. Landscape improvements shall not obstruct roadside signs or permitted outdoor advertising signs, (see Florida Administrative Code [F.A.C.] Rule Chapter 14-10.)
- m. If there is a need to restrict the normal flow of traffic, it shall be done on non-holiday, weekday, 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 landscape improvements. The DEPARTMENT'S Public Information Officer (see telephone number in paragraph (g) for Operation Center) shall also be notified.
- n. The AGENCY shall be responsible for ensuring no impacts to utilities will occur within the landscape improvement limits before construction commences.
- o. The AGENCY shall follow the minimum level of maintenance guidelines as set forth in FDOT'S Rule Chapter 14-40 *Highway Beautification and Landscape Management*, in the *FDOT Guide to Roadside Mowing and Maintenance Management System*, and **Exhibit "C"**, the *Maintenance Plan* for maintenance activities for landscape improvements.

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 as further described in **Exhibit "B"**. The non-standard improvements within and outside the traveled way shall be maintained by the AGENCY regardless if the said improvement was made by the DEPARTMENT, the AGENCY, or others authorized pursuant to Section 7, by periodic mowing, pruning, fertilizing, weeding, curb and sidewalk edging, litter pickup, necessary replanting, irrigation system repair and/ or repair of any median concrete replacement associated with specialty surfacing (if applicable) following the DEPARTMENT'S landscape safety and maintenance guidelines, **Exhibit "C"**, the *Maintenance Plan*. The AGENCY'S responsibility for maintenance shall include all landscaped, turfed and hardscape areas on the sidewalk or within the medians and areas outside the traveled way to the right of way and/or areas within the traveled way containing specialty surfacing. The AGENCY shall be responsible for all maintenance and repairs to FDOT sidewalks directly attributable to tree roots or other AGENCY maintained improvements. It shall be the

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responsibility of the AGENCY to restore an unacceptable ride condition of the roadway caused by the differential characteristics of non-standard traveled way surfacing (if applicable) on DEPARTMENT right of way within the limits of this Agreement.

- B. Such maintenance to be provided by the AGENCY is specifically set out as follows: to maintain, which means to properly water and fertilize all plant materials; to keep them as free as practicable from disease and harmful insects; to properly mulch the planting beds; to keep the premises free of weeds; to mow the turf to the proper height; to properly prune all plants which at a minimum includes: (1) removing dead or diseased parts of plants, (2) pruning such parts thereof to provide clear visibility to signage, permitted outdoor advertising signs per Florida Statute 479.106 and for those using the roadway and/or sidewalk; (3) preventing any other potential roadway hazards. *Plant materials* shall be those items which would be scientifically classified as plants and including trees, palms, shrubs, groundcover and turf. To maintain also means to remove or replace dead or diseased plant materials in their entirety, or to remove or replace those that fall below original project standards. Palms shall be kept fruit free year-round. To maintain also means to keep the header curbs that contain the specialty surfacing treatment in optimum condition. To maintain also means to keep the nonstandard hardscape areas clean, free from weeds and to repair said hardscape as is necessary to prevent a safety hazard. To maintain also means to keep litter removed from the median and areas outside the travel way to the right of way line. All plants removed for whatever reason shall be replaced by plants of the same species type, size, and grade as specified in the original plans and specifications. Any changes to the original plans shall be submitted by permit application to the DEPARTMENT for review and approval.
- C. If it becomes necessary to provide utilities (water/electricity) to the medians or areas outside the traveled way to maintain these improvements, all costs associated with such utilities, are the maintaining AGENCY'S responsibility.

The AGENCY shall be directly responsible for:

- a. Impact and connection fees;
 - b. The on-going cost of utility usage for water and electricity.
- D. The maintenance 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. DEPARTMENT ACCESS TO FACILITIES

The DEPARTMENT will periodically need access to various features within the limits of this Agreement. Upon request of the DEPARTMENT, the AGENCY will have 14 calendar days to provide access to the items noted by the DEPARTMENT. This may require temporary or permanent removal of improvements such as hardscape, landscape or other items conflicting with the items to which the Department needs access.

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Should the AGENCY fail to remove or relocate items as requested, the Department may:

- a. Remove conflicting improvements or any portion thereof.
- b. Restore the area with any material meeting Department standards.
- c. Restore the improvements at the request and funding of the AGENCY.

5. NOTICE OF MAINTENANCE DEFICIENCIES

If at any time after the AGENCY has undertaken the landscape improvements installation and/or maintenance responsibility for the landscape improvements 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, to place said AGENCY on notice thereof. Thereafter, the AGENCY shall have a period of thirty (30) calendar days in 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 any part thereof, with the DEPARTMENT or Contractor's personnel and invoice the AGENCY for expenses incurred; and/or
- b. At the discretion of the DEPARTMENT, 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.

6. 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 future criteria or planning needs of the DEPARTMENT.

The AGENCY shall be given sixty (60) calendar days' notice to remove said landscape improvements at the 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 AGENCY'S responsibility.

7. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape improvements within the limits of this Agreement, identified in **Exhibit "A"**, subject to the following conditions:

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- 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.

All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.

The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

8. ADJACENT PROPERTY OWNER IMPROVEMENTS

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

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.

All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.

The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed by an adjacent owner.

9. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, 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

The term of this Agreement commences upon execution by all parties and shall remain in effect as long as the improvements shall exist, or until this Agreement is terminated by either party in accordance with Paragraph 9.

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11. LIABILITY AND INSURANCE REQUIREMENTS

A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors and/or sub-contractors, such party in any contract for the landscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide the DEPARTMENT with 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:

1. The 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. The AGENCY and DEPARTMENT shall be named as additional insured on such policies.
2. 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.
3. 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) day notice of cancellation and/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. E-VERIFY REQUIREMENTS

The AGENCY shall:

- a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and
- b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland

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Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

13. SUPERSEDED AGREEMENTS

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.

14. FISCAL TERMS

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 will/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.

15. DISPUTES

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.

16. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY, in whole or in part, without the prior written consent of the DEPARTMENT.

17. LAWS GOVERNING

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 jurisdictional venue. The DEPARTMENT shall determine the forum and venue in which any dispute under this Agreement is decided.

18. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally

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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:
Florida Dept. of Transportation
3400 West Commercial Blvd.
Ft. Lauderdale, FL 33309-3421
Attn: Kaylee Kildare
District IV Landscape Manager

If to the AGENCY:
City of Fort Lauderdale
290 NE 3rd Avenue
Fort Lauderdale, FL 33301
Attn: Mackendy Philippi
Title: City Project Manager

19. LIST OF EXHIBITS

Exhibit A: Landscape Improvements Maintenance Boundaries
Exhibit B: Landscape Improvement Plans
Exhibit C: Maintenance Plan for Landscape Improvements
Exhibit D: Patterned Pavements
Exhibit E: Patterned Pavement Maintenance
Exhibit F: Resolution

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In Witness whereof, the parties hereto have executed with this Amendment effective the ___ day _____ year written and approved.

CITY OF FORT LAUDERDALE

By: _____

Dean J. Trantalis, Mayor

10 day of Jan, 2024

By: _____

Susan Grant, Acting City Manager

8 day of January 2024

Attest:

David R. Soloman, City Clerk



Approved as to form by Office of the City Attorney

Assistant City Attorney - Kimberly Cunningham Mosley

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____

John Krane, P.E.
Transportation Development Director

Date: _____

Attest: _____

Executive Secretary

Legal Review: _____

Office of the General Counsel Date

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EXHIBIT A

LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES

I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:

State Road 811 / Dixie Highway from East Sunrise Boulevard
(M.P. 0.000) to N.E. 13th Street (M.P. 0.406)

II. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES:

See attached map



Kimley-Horn
1237 Indiana Ave. #100
West Palm Beach, FL 33411
Palm Beach Gardens, FL 33418
305.833.3333
www.kimley-horn.com
info@kimley-horn.com

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EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

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

Please see attached plans prepared by: Jonathan Haigh, PLA
Kimley Horn

Date: April 18, 2024

Sheet List Table	
Sheet Number	Sheet Title
C0.00	COVERSHEET
C0.01	SIGNATURE SHEET
C0.02	FDOT NOTES
C0.10	TYPICAL SECTIONS
L0.00	DEMOLITION PLAN
L0.01	DEMOLITION PLAN
L0.02	DEMOLITION PLAN
L0.03	DEMOLITION PLAN
L0.04	DEMOLITION PLAN
L0.05	DEMOLITION PLAN
L0.06	DEMOLITION PLAN
L0.07	DEMOLITION PLAN
L0.08	DEMOLITION PLAN
L1.00	TREE DISPOSITION PLAN
L1.01	TREE DISPOSITION PLAN
L1.02	TREE DISPOSITION PLAN
L1.03	TREE DISPOSITION PLAN
L1.04	TREE DISPOSITION PLAN
L1.05	TREE DISPOSITION PLAN
L1.06	TREE DISPOSITION PLAN
L1.07	TREE DISPOSITION PLAN
L1.08	TREE DISPOSITION PLAN
L2.00	HARDSCAPE PLAN
L2.01	HARDSCAPE PLAN
L2.02	HARDSCAPE PLAN
L2.03	HARDSCAPE PLAN
L2.04	HARDSCAPE PLAN
L2.05	HARDSCAPE PLAN
L2.06	HARDSCAPE PLAN
L2.07	HARDSCAPE PLAN
L2.08	HARDSCAPE PLAN
L2.09	POST MOUNT DISTRICT SIGN
L2.10	POST MOUNT DISTRICT SIGN
L2.11	FDOT POST MOUNT DETAIL
L2.12	HARDSCAPE DETAILS
L3.00	LANDSCAPE PLAN
L3.01	LANDSCAPE PLAN
L3.02	LANDSCAPE PLAN
L3.03	LANDSCAPE PLAN
L3.04	LANDSCAPE PLAN
L3.05	LANDSCAPE PLAN
L3.06	LANDSCAPE PLAN
L3.07	LANDSCAPE PLAN
L3.08	LANDSCAPE PLAN
L4.00	IRRIGATION PLAN
L4.01	IRRIGATION PLAN
L4.02	IRRIGATION PLAN
L4.03	IRRIGATION PLAN
L4.04	IRRIGATION PLAN
L4.05	IRRIGATION PLAN
L4.06	IRRIGATION PLAN
L4.07	IRRIGATION PLAN
L4.08	IRRIGATION PLAN
L4.10	IRRIGATION DETAILS
L4.11	IRRIGATION NOTES
L4.12	IRRIGATION NOTES
C6.00	LIGHTING GENERAL NOTES
C6.01	LIGHTING PLAN
C6.02	LIGHTING PLAN
C6.03	LIGHTING PLAN
C6.04	LIGHTING PLAN
C6.05	LIGHTING PLAN
C6.06	LIGHTING PLAN
C6.07	LIGHTING PLAN
C6.08	LIGHTING PLAN
C6.09	LIGHTING PLAN



CITY OF FORT LAUDERDALE

PROJECT #12557

NE 4TH AVE STREETSCAPE PROJECT

NE 4TH AVE FROM E SUNRISE BLVD TO NE 13TH ST
FORT LAUDERDALE, FLORIDA

BEGIN PROJECT MP: 0.000
END PROJECT MP: 0.406

DESIGN SPEED: 40 MPH
POSTED SPEED: 30 MPH

CURRENT EDITIONS OF APPLICABLE STANDARDS
AND MANUALS USED:

2016 MANUAL OF UNIFORM MINIMUM STANDARDS
FOR DESIGN, CONSTRUCTION AND MAINTENANCE
FOR STREETS AND HIGHWAYS (FLORIDA
GREENBOOK)

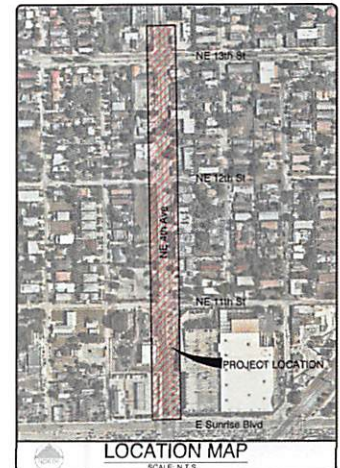
CITY OF FORT LAUDERDALE STANDARDS

REFERENCE STANDARDS:

2021 FDOT DESIGN MANUAL
2021-22 FDOT STANDARD PLANS FOR ROAD AND
BRIDGE CONSTRUCTION

2021 FDOT STANDARD SPECIFICATIONS FOR ROAD
AND BRIDGE CONSTRUCTION

PERMIT NUMBER: 2021-1-491-0001
PROJECT NUMBER: 12557
STATE ROAD: 1A
PLANS WITHIN THE 2021 FDOT DESIGN MANUAL, FY 2021-22 STANDARD PLANS
REFER TO APPROVED DESIGNER'S MIMIMUM (PERMIT #2021-1-491-0001) FOR THE
PROPOSED AND EXISTING CONDITIONS WITHIN THE 100' LATERAL OFFSET FROM THE
ADJACENT PROPERTY LINES WITHIN THE 4' LATERAL OFFSET FROM THE FACE OF THE
EXISTING CURB AND THE EXISTING CURB WITHIN THE 4' LATERAL OFFSET FROM THE
FACE OF THE CURB.



PROJECT #12557
NE 4TH AVE STREETSCAPE PROJECT

NE 4TH AVE FROM E SUNRISE BLVD TO NE 13TH ST



FORT LAUDERDALE CITY COMMISSION

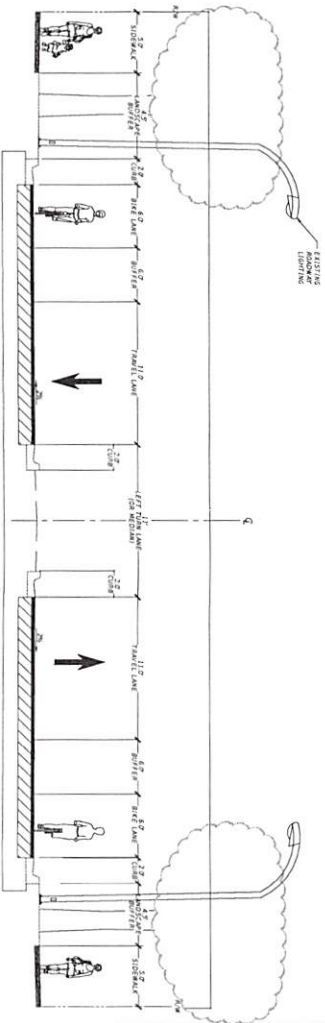
DEAN J. TRANTALIS	MAYOR
HEATHER MORATIS	COMMISSIONER - DISTRICT I
STEVEN GLASSMAN	COMMISSIONER - DISTRICT II
ROBERT MCKENZIE	COMMISSIONER - DISTRICT III
BEN SORESEN	COMMISSIONER - DISTRICT IV

JONATHAN G. BACCI, P.E.	KIMLY JENSEN	(954) 345-5000
DEAN VITAG	CITY PROJECT MANAGER	(954) 345-4897

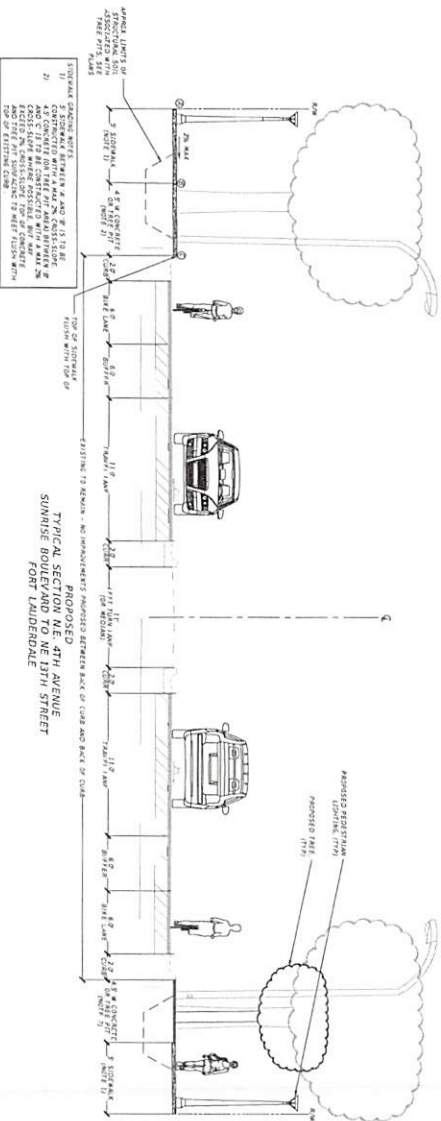
DATE: 07/07/2022
SAP FILE: XXXXX-XXX-XXX0000
PROJECT LANDSCAPE PERMIT No. 2021-1-491-00011

CAM 24-1145
Exhibit 1
Page 14 of 68

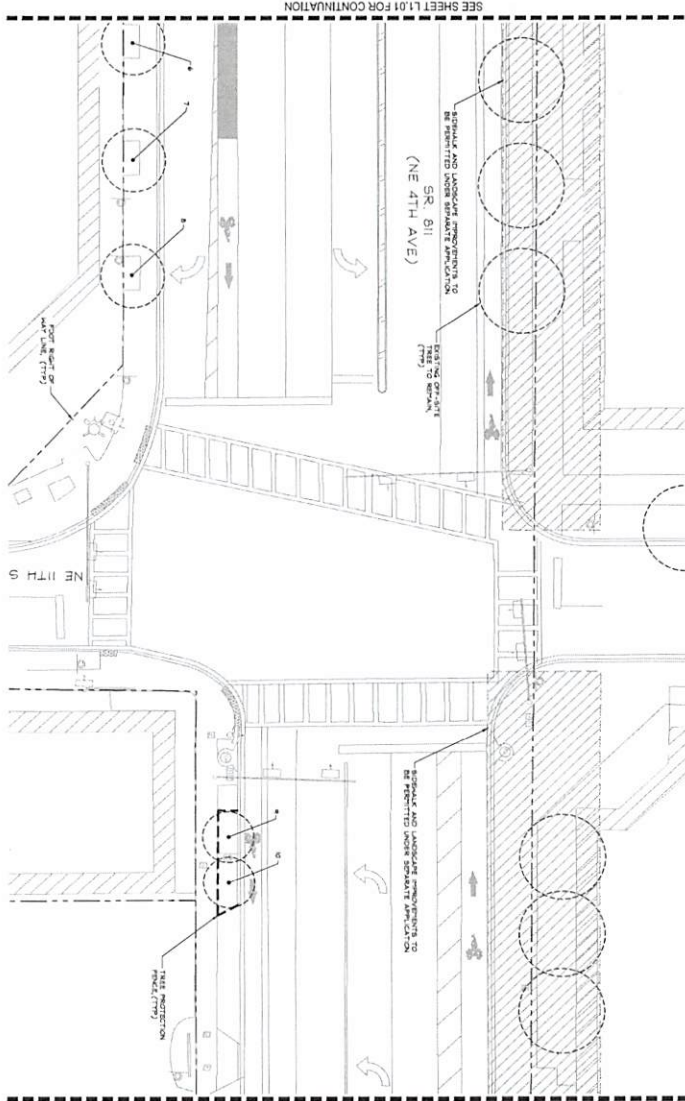
EXISTING
 TYPICAL SECTION NE 4TH AVENUE
 SUNRISE BOULEVARD TO NE 13TH STREET
 FORT LAUDERDALE



PROPOSED
 TYPICAL SECTION NE 4TH AVENUE
 SUNRISE BOULEVARD TO NE 13TH STREET
 FORT LAUDERDALE

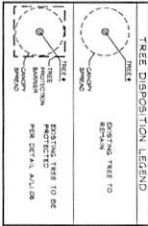


PROJECT # 12557 NE 4TH AVENUE STREETScape PROJECT E SUNRISE BLVD TO NE 13TH ST FORT LAUDERDALE, FL TYPICAL SECTIONS	REVISIONS NO. DATE BY CHG DESCRIPTION	CITY OF FORT LAUDERDALE TRANSPORTATION & MOBILITY 200 NE 3RD AVE, FORT LAUDERDALE, FL 33301	DRAWN BY: DATE: 07/28/2022 CHECKED BY: SCALE: 1/8" = 1'-0" DESIGNED BY: 10 IN CHARGE:	DESIGNER: T. MCKEY, P.E. DATE: 07/28/2022 L.A. #0004793	Kimley-Horn 10000 W. BOULEVARD, SUITE 200 FORT LAUDERDALE, FL 33301 (954) 330-0000 WWW.KIMLEY-HORN.COM
	SHEET NO.: CO.10				



SEE SHEET L1.01 FOR CONTINUATION

SEE SHEET L1.03 FOR CONTINUATION



STREET LIGHTS: ALL EXISTING STREET LIGHTS TO BE REMOVED AND REPLACED WITH NEW LED STREET LIGHTS. ALL NEW STREET LIGHTS TO BE INSTALLED AT THE INTERSECTION OF NE 4TH AVENUE AND NE 11TH STREET AND NE 4TH AVENUE AND NE 13TH STREET.



PROJECT # 12557
 NE 4TH AVENUE STREETScape PROJECT
 E SUNRISE BLVD TO NE 13TH ST
 FORT LAUDERDALE, FL
 TREE DISPOSITION PLAN

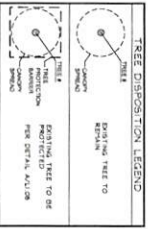
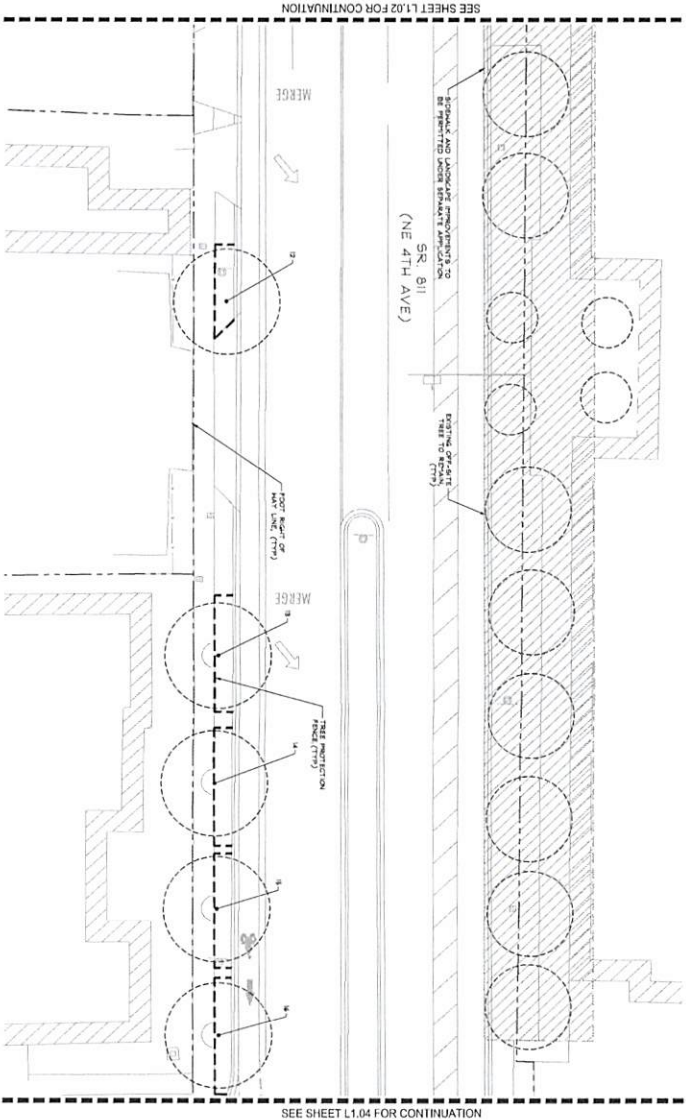
NO.	DATE	BY	CHKD.	DESCRIPTION
1	07/28/2022	JL		ISSUED FOR PERMIT

CITY OF FORT LAUDERDALE
 TRANSPORTATION & MOBILITY
 250 NE 3RD AVE, FORT LAUDERDALE, FL 33301

DATE: 07/28/2022
 SCALE: AS SHOWN
 DRAWN BY: JLM
 CHECKED BY: JLM
 FIELD BOOK

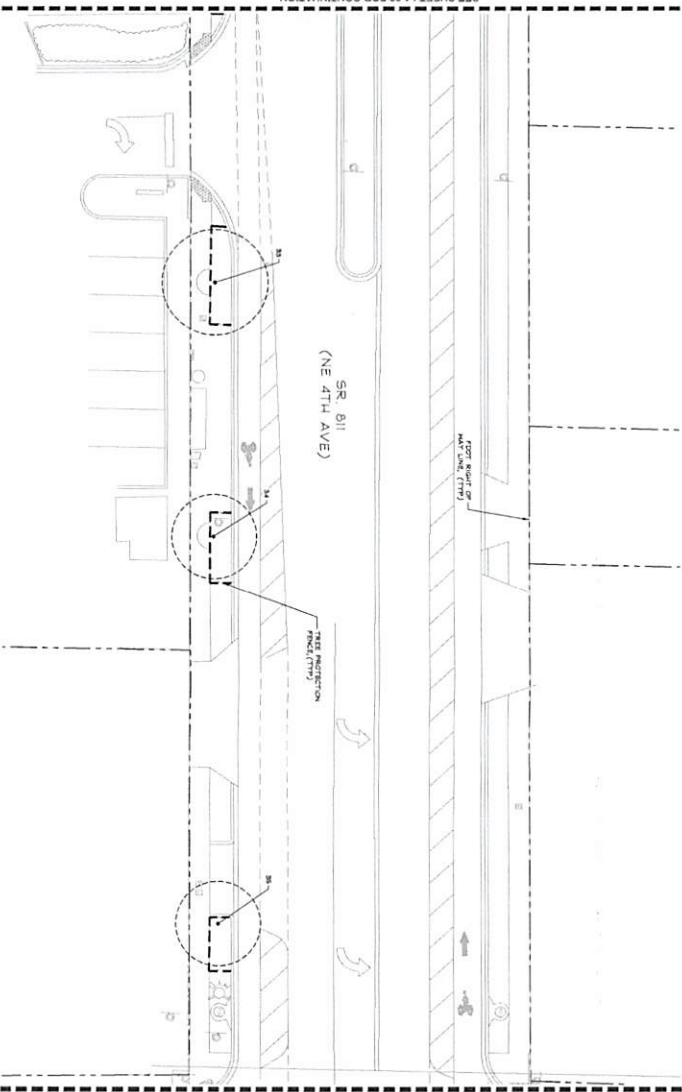
DATE: 07/28/2022
 SCALE: AS SHOWN
 DRAWN BY: JLM
 CHECKED BY: JLM
 FIELD BOOK

Kimley-Horn
 1000 N. W. 10th Ave., Suite 200
 Fort Lauderdale, FL 33304
 Phone: (954) 574-1100
 Fax: (954) 574-1101
 Email: info@kimley-horn.com



311
CALL 311 FOR
CITY SERVICES
AND INFORMATION
ON THE CITY OF
FORT LAUDERDALE
WEBSITE: www.fortlauderdale.org
OR BY EMAIL: 311@fortlauderdale.org

PROJECT # 12557 NE 4TH AVENUE STREETSCAPE PROJECT E SUNRISE BLVD TO NE 13TH ST FORT LAUDERDALE, FL TREE DISPOSITION PLAN	REVISIONS <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	BY	DESCRIPTION																	CITY OF FORT LAUDERDALE TRANSPORTATION & MOBILITY <small>200 NE 3RD AVE, FORT LAUDERDALE, FL 33301</small>	<table border="1"> <tr> <td>DATE: 07/28/2022</td> <td>SCALE: AS SHOWN</td> </tr> <tr> <td>DESIGNED BY: [blank]</td> <td>PREPARED BY: [blank]</td> </tr> </table>	DATE: 07/28/2022	SCALE: AS SHOWN	DESIGNED BY: [blank]	PREPARED BY: [blank]	Kimley-Horn <small>1000 N. W. 10th Ave., Suite 200 Fort Lauderdale, FL 33304 Phone: 954.575.1100 Fax: 954.575.1101 Email: info@kimley-horn.com</small>
	NO.	DATE	BY	DESCRIPTION																								
DATE: 07/28/2022	SCALE: AS SHOWN																											
DESIGNED BY: [blank]	PREPARED BY: [blank]																											
L1.03 <small>Page 20 of 69</small>	PROJECT # 12557 NE 4TH AVENUE STREETSCAPE PROJECT E SUNRISE BLVD TO NE 13TH ST FORT LAUDERDALE, FL TREE DISPOSITION PLAN																											



TREE DISPOSITION LEGEND

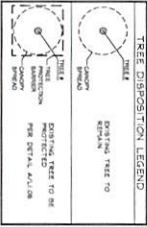
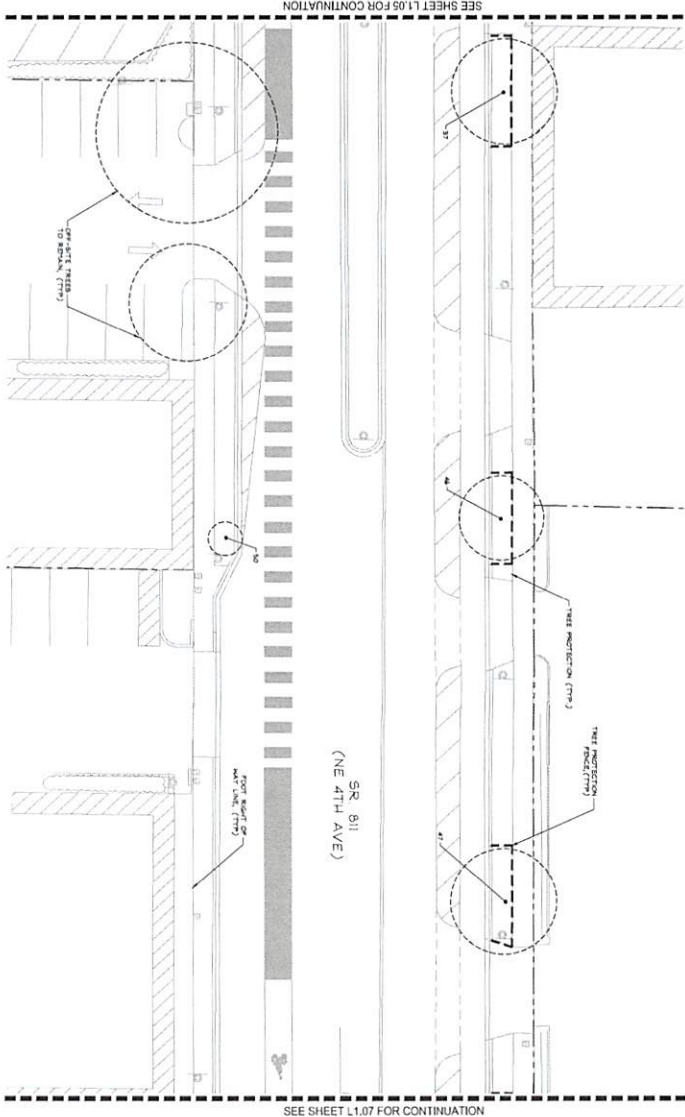
	EXISTING TREE TO REMAIN
	EXISTING TREE TO BE REMOVED
	PROPOSED TREE TO BE PLANTED

DESIGN, ENGINEERING, ARCHITECTURE & CONSTRUCTION, INC. (DEAC) is a professional engineering firm registered with the State of Florida. DEAC is not responsible for the accuracy or completeness of the information provided by the client. The client is responsible for the accuracy and completeness of the information provided. DEAC is not responsible for the accuracy or completeness of the information provided by the client. The client is responsible for the accuracy and completeness of the information provided.



Page 21 of 88

<p>PROJECT # 12557 NE 4TH AVENUE STREETSCAPE PROJECT E SUNRISE BLVD TO NE 13TH ST FORT LAUDERDALE, FL TREE DISPOSITION PLAN</p>	<p>REVISIONS</p> <table border="1"> <tr> <th>NO.</th> <th>DATE</th> <th>BY</th> <th>DESCRIPTION</th> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </table>	NO.	DATE	BY	DESCRIPTION																	<p>CITY OF FORT LAUDERDALE TRANSPORTATION & MOBILITY</p> <p>290 NE 3RD AVE, FORT LAUDERDALE, FL 33301</p>	<table border="1"> <tr> <td>DATE</td> <td>07/28/2022</td> </tr> <tr> <td>DESIGNED BY</td> <td> </td> </tr> <tr> <td>CHECKED BY</td> <td> </td> </tr> <tr> <td>PREPARED BY</td> <td> </td> </tr> </table>	DATE	07/28/2022	DESIGNED BY		CHECKED BY		PREPARED BY		<p>DESIGNED BY: J. MOON, P.E. CHECKED BY: J. MOON, P.E. DATE: 07/28/2022</p>	<p>Kimley-Horn INCORPORATED 1000 N. W. 10TH AVE., SUITE 200 FORT LAUDERDALE, FL 33304 TEL: 954.473.1111 WWW.KIMLEY-HORN.COM</p>
	NO.	DATE	BY	DESCRIPTION																													
DATE	07/28/2022																																
DESIGNED BY																																	
CHECKED BY																																	
PREPARED BY																																	

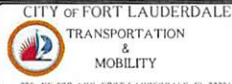


CONSTRUCTION: ALL TREE REMOVALS SHALL BE DONE IN ACCORDANCE WITH THE CITY OF FORT LAUDERDALE'S TREE PROTECTION ORDINANCE. ALL TREE REMOVALS SHALL BE DONE IN ACCORDANCE WITH THE CITY OF FORT LAUDERDALE'S TREE PROTECTION ORDINANCE. ALL TREE REMOVALS SHALL BE DONE IN ACCORDANCE WITH THE CITY OF FORT LAUDERDALE'S TREE PROTECTION ORDINANCE.



PROJECT # 12557
NE 4TH AVENUE STREETSCAPE PROJECT
E SUNRISE BLVD TO NE 13TH ST
FORT LAUDERDALE, FL
TREE DISPOSITION PLAN

REVISIONS		
NO.	DATE	DESCRIPTION




DESIGNED BY	DATE


DESIGNED BY: [Redacted]
DATE: 07/29/2022


DESIGNED BY: [Redacted]
DATE: 07/29/2022





TREE DISPOSITION LEGEND


 **THIN**
TREE DISPOSITION MONITOR
CROWN PRUNING

 **THIN**

 **THIN**

 **THIN**

 **THIN**

 **THIN**

EXISTING TREE TO REMAIN

EXISTING TREE TO BE PROTECTED PER DETAIL A11.08

SEE SHEET L1.06 FOR CONTINUATION

SR. 811
(NE 4TH AVE)

SEE SHEET L1.08 FOR CONTINUATION

SECOND, DATA
ELEVATIONS FROM HEREON ARE BASED ON THE
NORTH AMERICAN VERTICAL DATUM OF 1988
NAVD 88 ELEV + 1.985 = NGVD 29 ELEVATION.



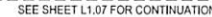
PROJECT # 12557
NE 4TH AVENUE STREETSCAPE PROJECT
E SUNRISE BLVD TO NE 13TH ST
FORT LAUDERDALE, FL
TREE DISPOSITION PLAN

CITY OF FORT LAUDERDALE
TRANSPORTATION
&
MOBILITY
299 NE 3RD AVE, FORT LAUDERDALE, FL 33301

CLASH BY	DATE 07/01/2021
CLASH BY	SCALE AS B-COM
CLASH BY	
FIELD BOOK	

JONATHAN D. HADZI, PUA
STAFF JUDGE WARDEN
LA #0666795
07/26/2022

Kimley-Horn
1990 Jackson Ave. Suite 200
San Francisco, CA 94109



NOTE: IF THESE TIES ARE USED, AVOID DIRECT CONTACT WITH FIBERGLASS, WET PLY CARBIDE FENCE OVER TIME.

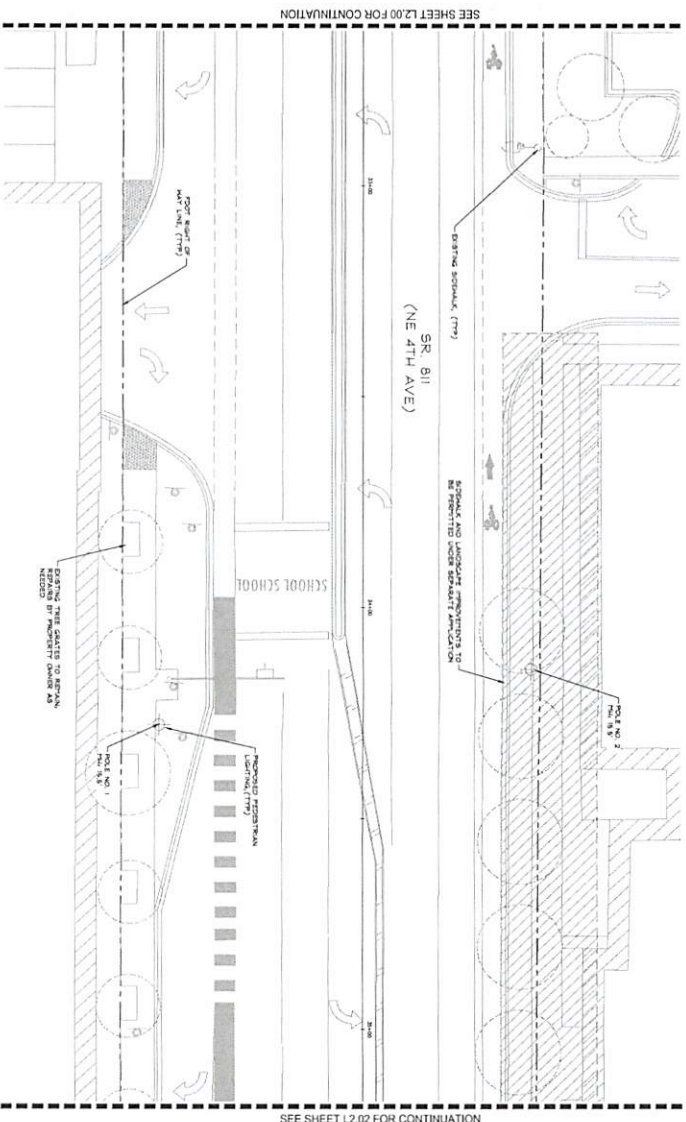
811
Know what's below.
Call 811 before you dig.

**CALL 2 WORKING DAYS
BEFORE YOU DIG**

**IT'S THE LAW
DIAL 811**

SELECTION
ELEVATIONS SHOWN HEREIN ARE BASED ON THE
NORTH AMERICAN VERTICAL DATUM OF 1988.
NAVD 83 = ELEV. + 1.365 = NOAA 29 ELEVATION

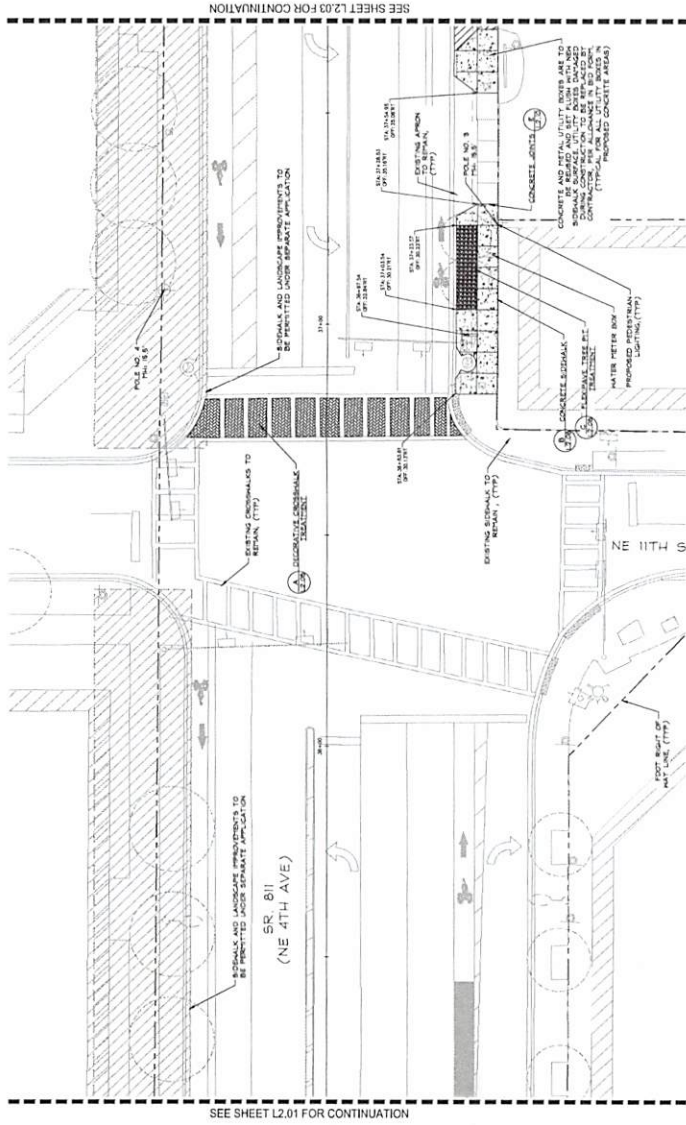
THE PRESENCE OF GROUNDWATER SHOULD BE
ANTICIPATED. CONTRACTOR'S JOB SHALL
INCLUDE CONSIDERATION FOR ADDRESSING THIS



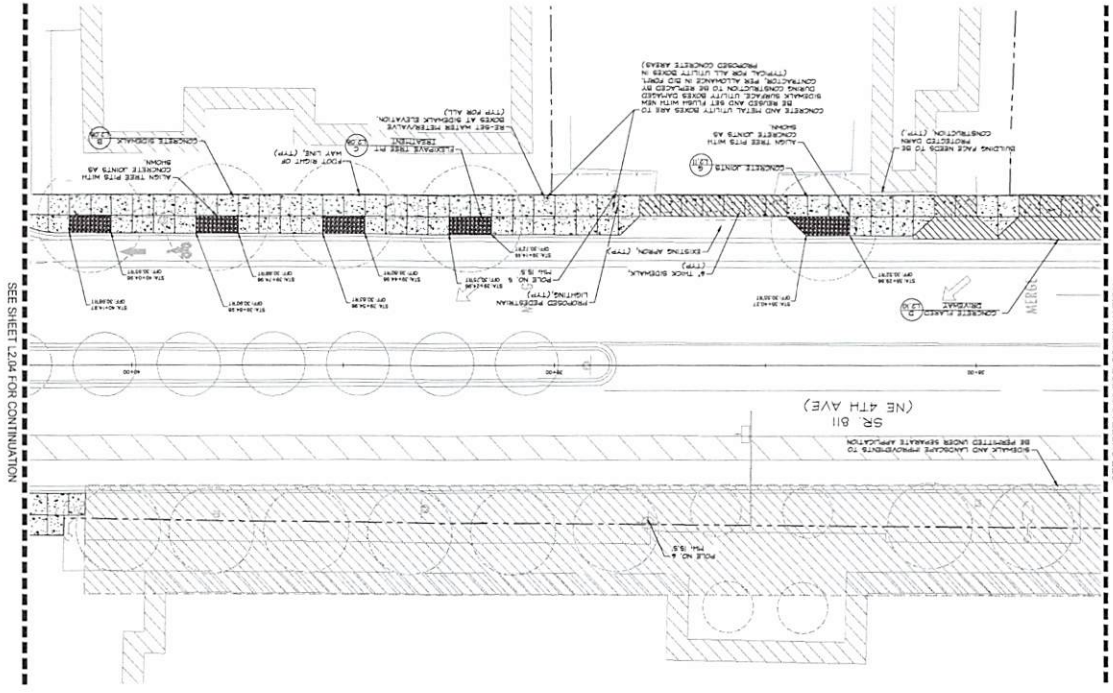
2' PROPOSED FINISHING 1/8" SHEET



PROJECT # 12557 NE 4TH AVENUE STREETSCAPE PROJECT E SUNRISE BLVD TO NE 13TH ST FORT LAUDERDALE, FL HARDSCAPE PLAN	REVISIONS NO. DATE BY DESCRIPTION	CITY OF FORT LAUDERDALE TRANSPORTATION & MOBILITY 255 NE 3RD AVE, FORT LAUDERDALE, FL 33301	DRAWN BY: J. MOON, TLA CHECKED BY: J. MOON, TLA DATE: 07/26/2022 FIELD BOOK:	Kimley-Horn 10000 W. 11TH AVE., SUITE 200 FORT LAUDERDALE, FL 33304 PHONE: 954.344.1100 WWW.KIMLEY-HORN.COM
	L201 07/26/2022			



SEE SHEET L2.02 FOR CONTINUATION



SEE SHEET L2.04 FOR CONTINUATION



PROJECT # 12567
NE 4TH AVENUE STREETSCAPE PROJECT
E SUNRISE BLVD TO NE 13TH ST
FORT LAUDERDALE, FL
HARDSCAPE PLAN

NO DATE PER DATE DESCRIPTION

12.03

12/24/2023

12/24/2023

12/24/2023

CITY OF FORT LAUDERDALE

TRANSPORTATION

MOBILITY

200 NE 3RD AVE, FORT LAUDERDALE, FL 33301

DATE BY DATE BY

07/28/2023 LA 8666795

07/28/2023 LA 8666795

07/28/2023 LA 8666795

DESIGNED BY

LA 8666795

LA 8666795

LA 8666795

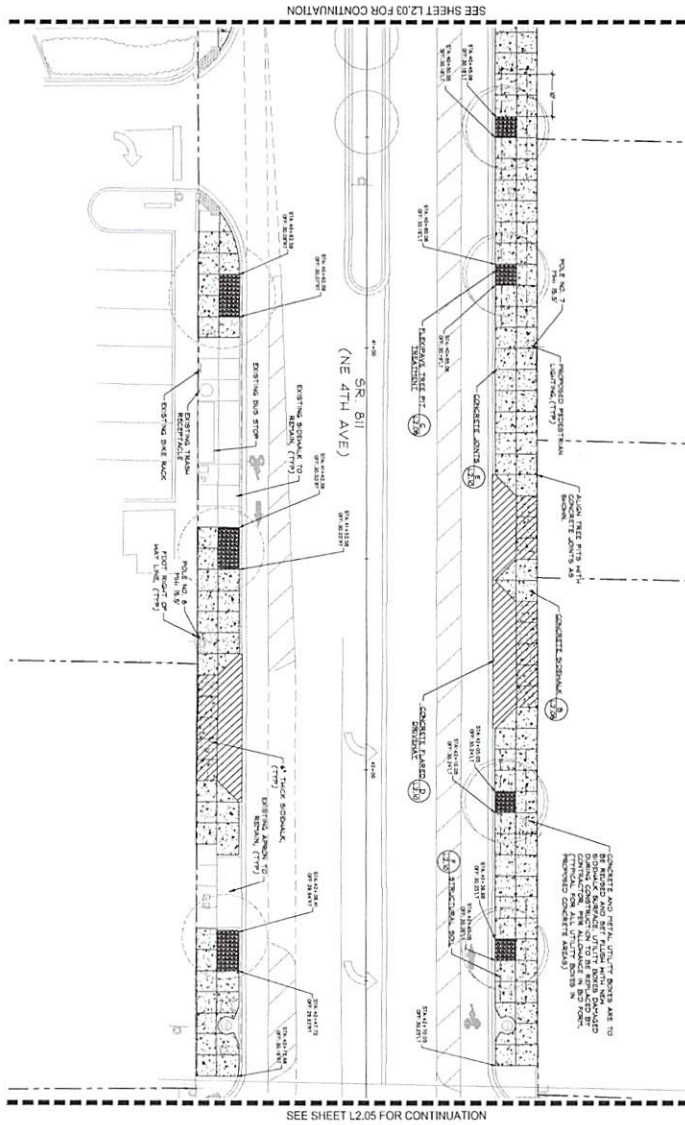
Kimley-Horn

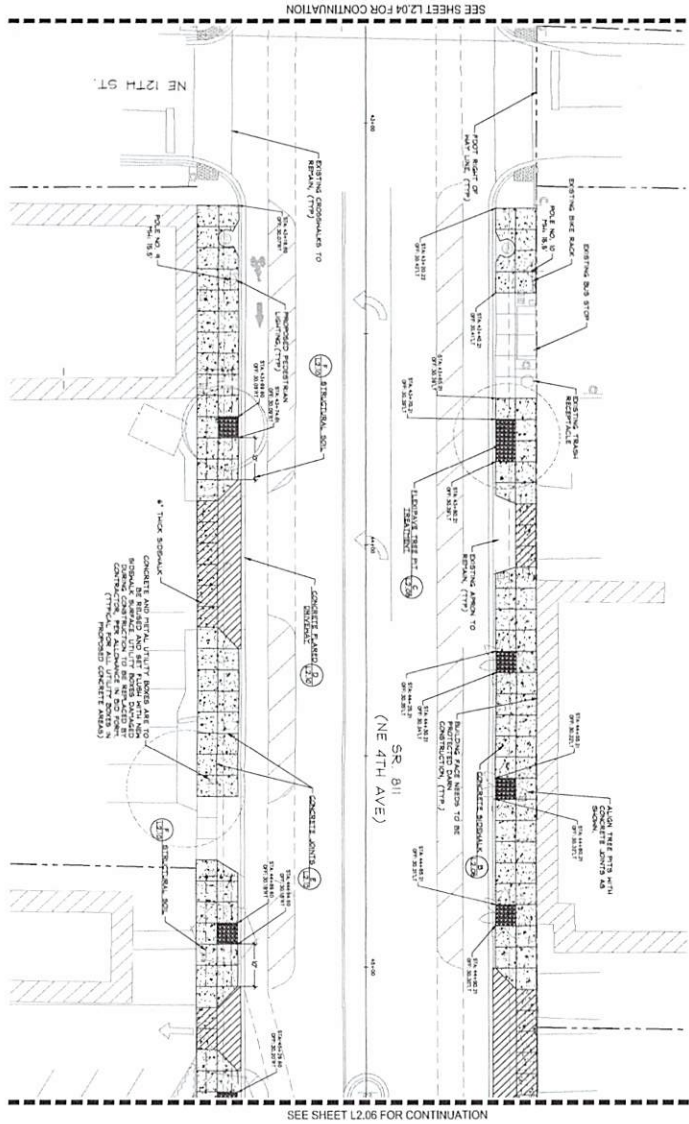
1000 Peachtree Street, N.E. Atlanta, Georgia 30309-4101

Phone: (404) 525-8800 Fax: (404) 525-8801

Email: info@kimley-horn.com Website: www.kimley-horn.com

Page 29 of 68





SEE SHEET L2.04 FOR CONTINUATION

SEE SHEET L2.06 FOR CONTINUATION



Sheet No. L2.05
Project No. 12557
Page 31 of 88

PROJECT # 12557
NE 4TH AVENUE STREETSCAPE PROJECT
E SUNRISE BLVD TO NE 13TH ST
FORT LAUDERDALE, FL
HARDSCAPE PLAN

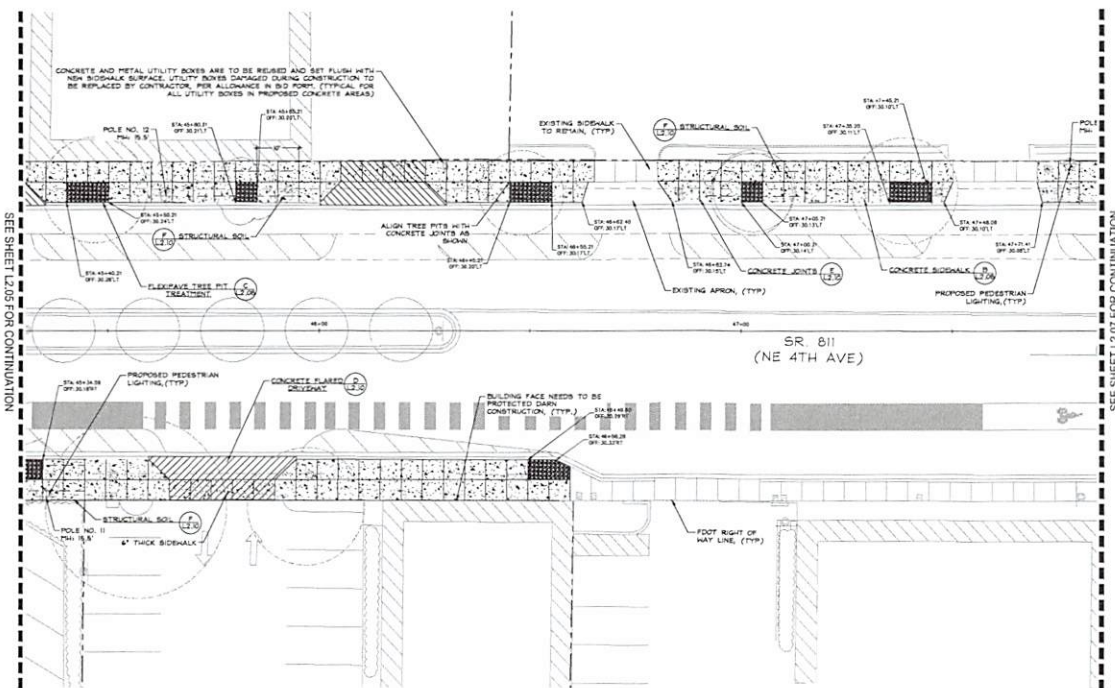
REVISIONS				
NO.	DATE	BY	CHK	DESCRIPTION

CITY OF FORT LAUDERDALE
TRANSPORTATION
&
MOBILITY
250 NE 3RD AVE FORT LAUDERDALE, FL 33301

DATE	BY	CHK	DESCRIPTION

DESIGNED BY: KIMBERLY L. ANDERSON, P.E.
DATE: 07/29/2022
L.A. 00000000

Kimberly L. Anderson, P.E.
Professional Engineer
State of Florida
License No. 12557

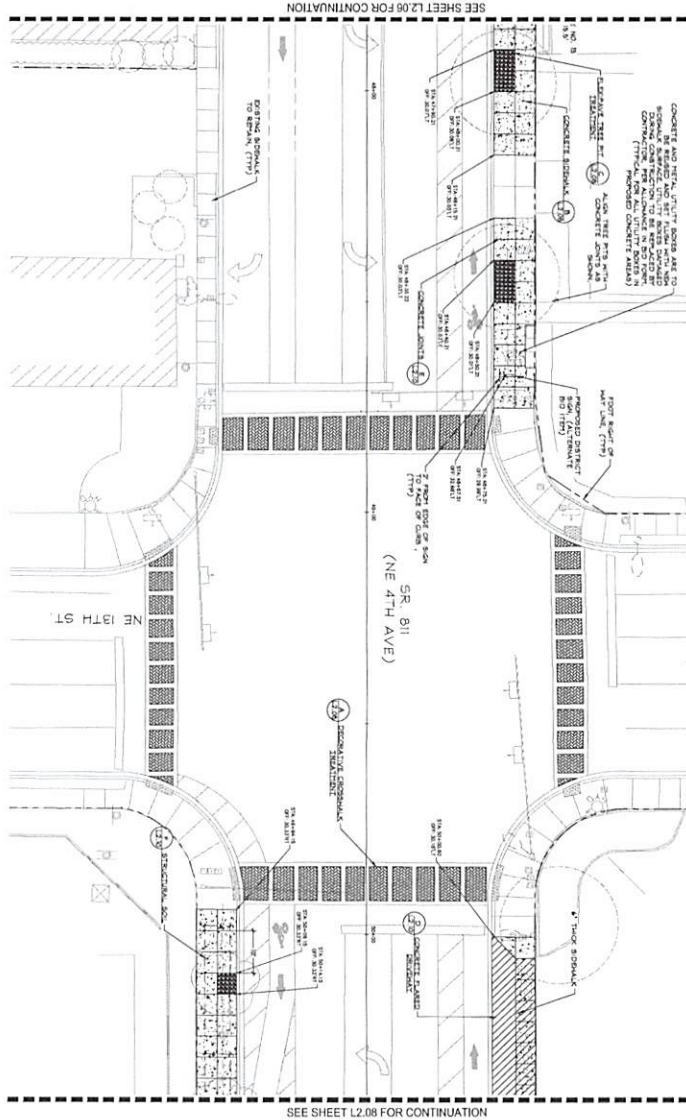


SEE SHEET L2.05 FOR CONTINUATION

SEE SHEET 1207 FOR CONTINUATION



PROJECT # 12557 NEW HARBESCAPE PROJECT E SUNRISE BLVD TO NE 13TH ST FORT LAUDERDALE, FL HARBESCAPE PLAN		SHEET NO. L2.06		DATE 04-24-1145	
NO.	DATE	BY	FOR	DESCRIPTION	COMMENTS
CITY OF FORT LAUDERDALE TRANSPORTATION & MOBILITY					
200 NE 3RD AVE, FORT LAUDERDALE, FL 33304					
					
JOHN HAN D. HAZEL, P.E. STATE ENGINE NUMBER LA #0050755 07/24/2022					
KIMLEY-HORN					



SEE SHEET L2.06 FOR CONTINUATION

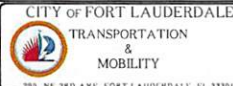
SEE SHEET L2.08 FOR CONTINUATION



Sheet No.
L2.07

PROJECT # 12557
 NE 4TH AVENUE STREETSCAPE PROJECT
 E SUNRISE BLVD TO NE 13TH ST
 FORT LAUDERDALE, FL
 HARDSCAPE PLAN

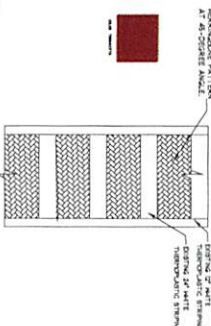
REVISIONS			
NO.	DATE	BY	DESCRIPTION



DATE	07/26/2022
DESIGNED BY	AS
CHECKED BY	AS
FIELD BOOK	

DRAWN BY: K. NICK, P.E.
 DATE: 07/26/2022





- ### DECORATIVE CROSSWALK TREATMENT



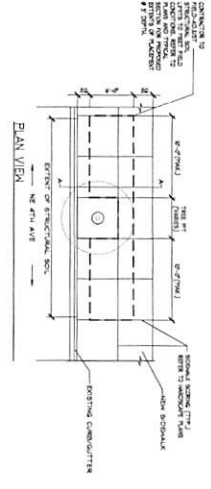
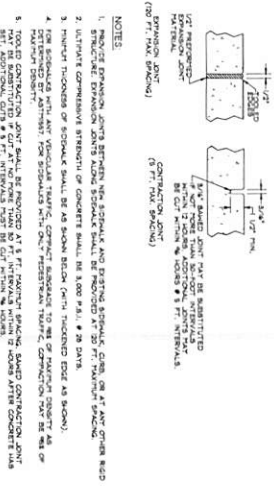
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L2.08



CITY OF FORT LAUDERDALE
TRANSPORTATION
&
MOBILITY
200 N. 3RD AVE., FORT LAUDERDALE, FL 33301

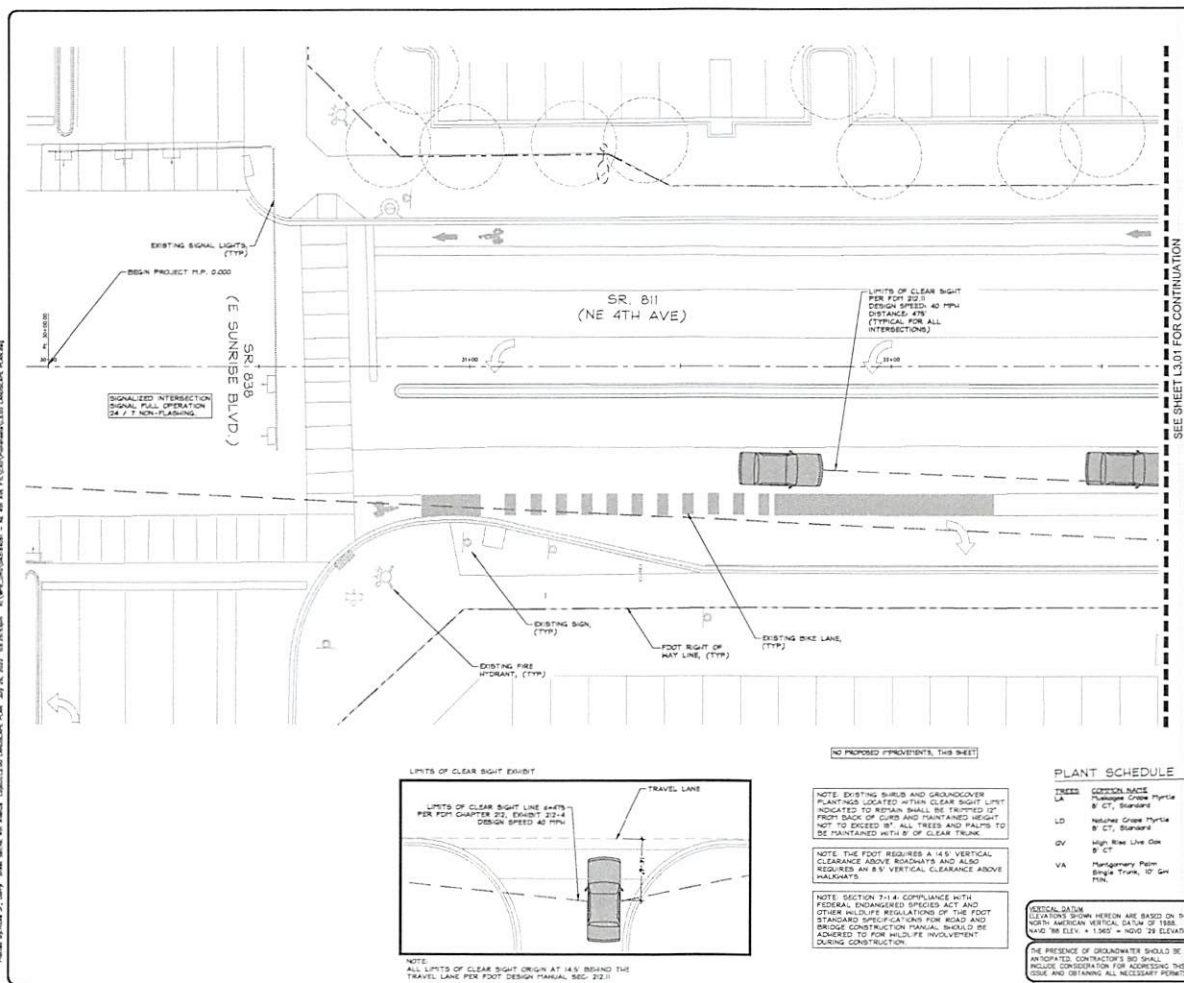
JONATHAN D. HADLEY, P.A.
STATE BARRETER
LA #6666795
01/28/2003

Kimley-Horn
1420 WILSON ROAD
WEST PALM BEACH, FL 33411
TEL: 561-832-1100 FAX:
561-832-1101
WWW.KIMLEY-HORN.COM
800/877-8388



1. MIX CLAY STONE AND 25% CLAY LOAM AND 0.1% HYDROGEN PEROX.
2. CLEAN STONE SHALL BE GRABBLE TESTED.
3. CLAY LOAM SHALL CONSIST OF 60 SAND, 25% SILT, 15% CLAY, 0.1% HYDROGEN PEROX.
4. ORGANIC MATTER SHALL BE A THICKER SO SOIL WILL STICK TO STONE.
5. MIX THE HYDROGEN AND CLEAN STONE FIRST, THEN MIX IN THE CLAY LOAM.
6. STONE SHALL BE GRABBLE TESTED 4" LITTLE COMPACTING
7. BACK TO THE STACKED POSITION.
8. REMOVE PERIOD OF CLAY AND SAND IN THE APPROX.

SHEET NO. 2.12	PROJECT # 12557 NE 4TH AVENUE STREETScape PROJECT E SUNRISE BLVD TO NE 13TH ST FORT LAUDERDALE, FL HARDSCAPE DETAILS	REVISIONS				 CITY OF FORT LAUDERDALE TRANSPORTATION & MOBILITY 220 NE 35D AVE FORT LAUDERDALE FL 33301	DATE OF THIS SHEET 10/24/2024	DESIGNED BY SCALE CHECKED BY IN CHARGE	DRAWN BY DATE 10/24/2024	APPROVED BY JOSHUA WALKER 10/24/2024	ADDITIONAL NOTES JANUARY 2, 2025 P.A.	 KIMLEY-HORN INCORPORATED 1000 N.W. 107th Avenue Fort Lauderdale, Florida 33309 (954) 331-1000 www.kimley-horn.com
		NO.	DATE	BY	DESCRIPTION							



SEE SUBJECT 1204 FOR CONTINUATION

VERTICAL ELEVATION DATA
ELEVATIONS SHOWN HEREON ARE BASED ON THE
NORTH AMERICAN VERTICAL DATUM OF 1988
HAWAII MEAN ELEV. + 1365' - NO. 29 ELEVATION

CALL 2 WORKING DAYS
BEFORE YOU LEAVE
811

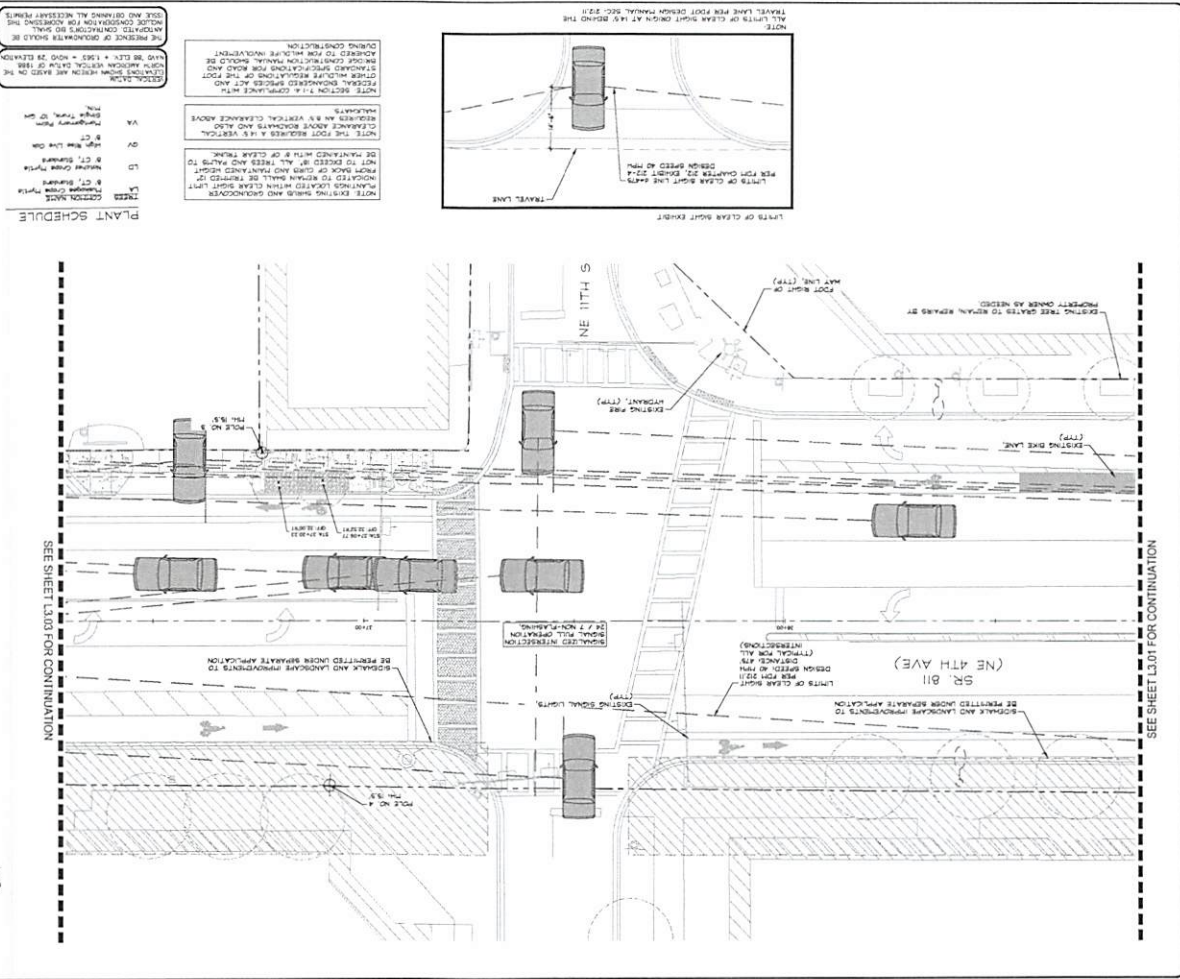
IT'S THE LAW!
Know what's before.
Call before you dig.
800.487.2522

CITY OF FORT LAUDERDALE
TRANSPORTATION
&
MOBILITY
200 NE 3RD AVE, FORT LAUDERDALE, FL 33301

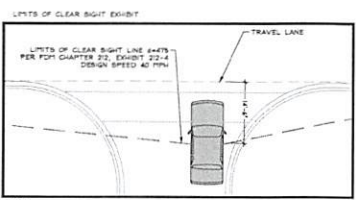
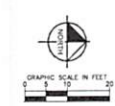
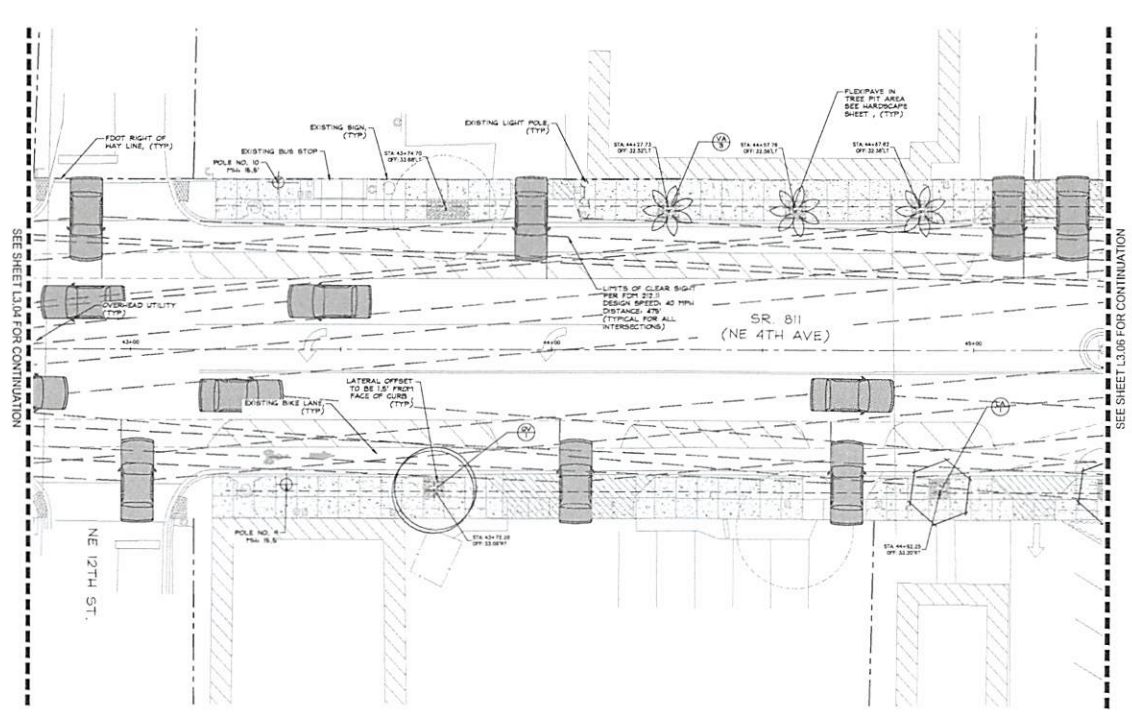
LEARN BY	DATE
DESIGNED BY	SCALE
CHECKED BY	AS BY CHAIN
FIELD BOOK	

STATE WITNESS SIGNATURE
LA #0006795
07/26/2022

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10000 W. 10th Ave., Suite 100
Denver, CO 80202
Tel: 303.733.1100
Fax: 303.733.1101
www.kimley-horn.com



Project: Fort Lauderdale, FL - NE 4th Avenue Streetcane Project
 Date: July 26, 2022
 Drawn: [Name]
 Checked: [Name]
 Title: Landscape Plan



NOTE:
 ALL LIMITS OF CLEAR SIGHT ORIGIN AT 14.5' BEHIND THE TRAVEL LANE PER FOOT DESIGN MANUAL, SEC. 22.1

NOTE: EXISTING TREES AND GROUNDWATER PLANTINGS LOCATED WITHIN CLEAR SIGHT TRIANGLE INDICATED TO REMAIN SHALL BE TRIMMED 12" FROM BACK OF CURB AND MAINTAINED HEIGHT NOT TO EXCEED 18' ALL TREES AND PALMS TO BE MAINTAINED WITH 9' OF CLEAR TRUNK

NOTE: THE FOOT REQUIRE A 14.5' VERTICAL CLEARANCE ABOVE ROADWAY AND ALSO REQUIRED AN 8.5' VERTICAL CLEARANCE ABOVE WALKWAYS

NOTE: SECTION 7-1.4 COMPLIANCE WITH FEDERAL ENDANGERED SPECIES ACT AND OTHER WILDLIFE REGULATIONS OF THE FOOT STANDARD SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION MANUAL, SHOULD BE ADHERED TO FOR WILDLIFE INVOLVEMENT DURING CONSTRUCTION

PLANT SCHEDULE

TREES	COMMON NAME
LA	Flamingo Palm
LD	Neuland Grape Myrtle
OV	High Rise Live Oak
VA	Hamamelis Palm

VERTICAL CURVE
 ELEVATIONS SHOWN HEREON ARE BASED ON THE NORTH AMERICAN VERTICAL DATUM OF 1988
 1145.78 ELEV. + 1.567' = 1147.35 ELEVATION

THE PRESENCE OF GROUNDWATER SHOULD BE INVESTIGATED. CONTRACTORS SHOULD INCLUDE CONSIDERATION FOR ADDRESSING THIS ISSUE AND OBTAINING ALL NECESSARY PERMITS

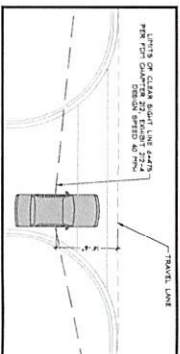
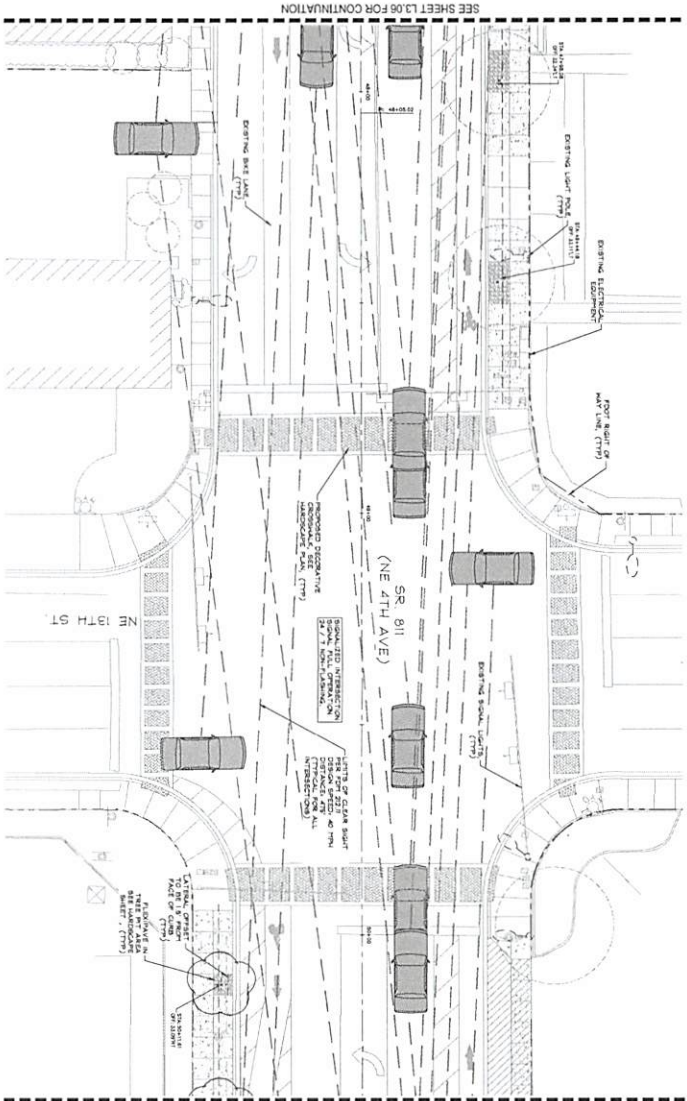
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 811
 IT'S THE LAW
 Know what's below. Call before you dig.
 800.485.8111
 800.485.8111

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 SUITE 200
 FORT LAUDERDALE, FL 33304
 954.575.1111
 www.kimley-horn.com

CITY OF FORT LAUDERDALE
 TRANSPORTATION & MOBILITY

PROJECT # 12557
 NE 4TH AVENUE STREETSCAPE PROJECT
 E SUNRISE BLVD TO NE 13TH ST
 FORT LAUDERDALE, FL
 LANDSCAPE PLAN

DATE: 07/26/2022
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 TITLE: L3.05
 SHEET NO: 24-1145



NOTE:
ALL LIMITS OF CLEAR SCOT ORIGIN AT 14' W ROUNO THE
TRAVEL LANE PER FOOT DESIGN MANUAL SEC. 212.11

NOTE: THE DOOR REQUIRED IS A 4' VERTICAL CLEARANCE ABOVE ROACHWAYS AND ALSO MAINTAINED BY VERTICAL CLEARANCE ABOVE PERSONS.

NOTE: EXISTING BUILDING AND GROUNDWORK PLANT SHALL BE LOCATED WITHIN CLEAR SIGHT LINE INDICATED TO REMAIN SHALL BE IDENTIFIED IF NOT TO EXCEED 6' IN HEIGHT AND PLANTS TO BE MAINTAINED WITH 8' OF CLEAR TRUNK.

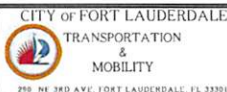
NOTE: SECTION 7-1.4 CONTAINS ANOTHER FEDERAL, ENFORCED REGULATIONS OF THE FOOT AND WHEEL CONTACT REQUIREMENTS FOR THE ROAD CONSTRUCTION. THESE SHOULD BE OBSERVED FOR ANY OTHER INVARIANT DURING CONSTRUCTION.

VERTICAL CALUM
ELEVATIONS FROM MERRON ARE BASED ON THE
NORTH AMERICAN VERTICAL DATUM OF 1988.
NAD 83 DATUM + 1.965 = MGD 78 ELEVATION

CALL 2 WORKING DAYS
BEFORE YOU DO
IT'S THE LAW

PROJECT # 12557
NE 4TH AVENUE STREETScape PROJECT
E SUNRISE BLVD TO NE 13TH ST
FORT LAUDERDALE, FL
LANDSCAPE PLAN

REVISIONS				
NO.	DATE	BY	CHK'D	DESCRIPTION



STATION NO.	DATE
DEPARTMENT NO.	SCALE
CHECKED BY	AS BY
FIELD BOOK	



ADAMSON 2, MIAMI, FLA
154 JAMES WALKER
07/29/2022

DATE	BY	CHKD	APP
07/29/2022	ADAMSON	WALKER	



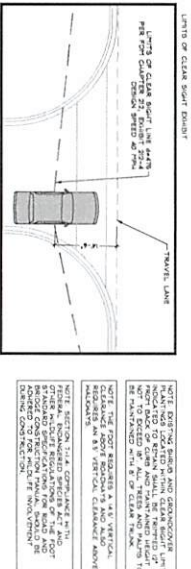
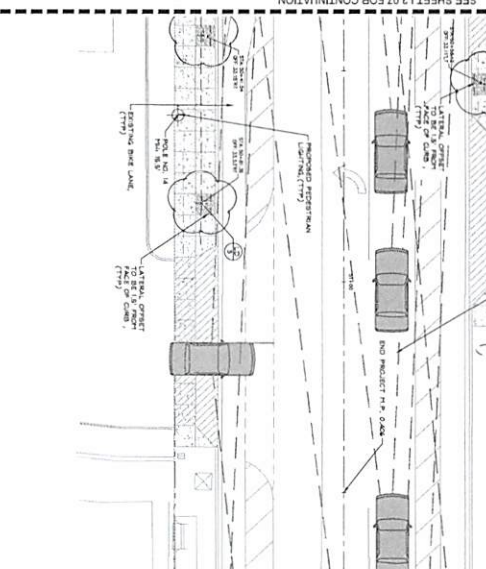
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PROJECT # 12557
NE 4TH AVENUE STREETSCAPE PROJECT
E SUNRISE BLVD TO NE 13TH ST
FORT LAUDERDALE, FL
LANDSCAPE PLAN

SCALE: WORKING DRAWING
1" = 10'-0"

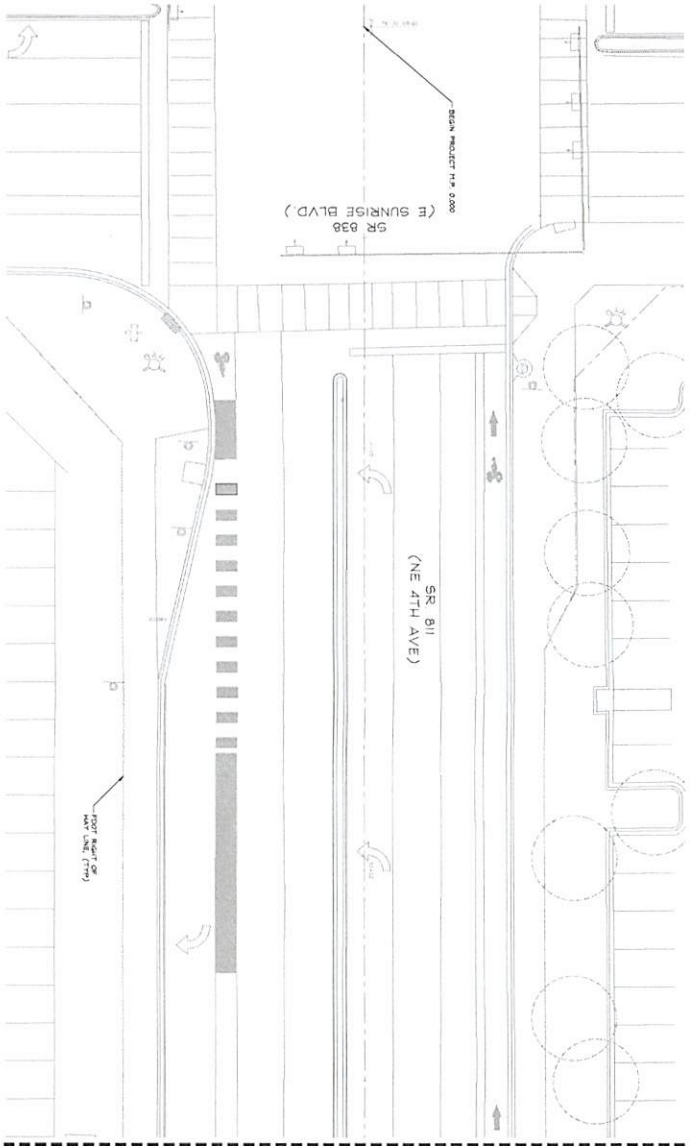
PLANT SCHEDULE			
ITEM	DESCRIPTION	QTY	REMARKS
1A	BRANDOLINE	100	10' x 10' x 10'
1B	BRANDOLINE	100	10' x 10' x 10'
1C	BRANDOLINE	100	10' x 10' x 10'
1D	BRANDOLINE	100	10' x 10' x 10'
1E	BRANDOLINE	100	10' x 10' x 10'
1F	BRANDOLINE	100	10' x 10' x 10'
1G	BRANDOLINE	100	10' x 10' x 10'
1H	BRANDOLINE	100	10' x 10' x 10'
1I	BRANDOLINE	100	10' x 10' x 10'
1J	BRANDOLINE	100	10' x 10' x 10'
1K	BRANDOLINE	100	10' x 10' x 10'
1L	BRANDOLINE	100	10' x 10' x 10'
1M	BRANDOLINE	100	10' x 10' x 10'
1N	BRANDOLINE	100	10' x 10' x 10'
1O	BRANDOLINE	100	10' x 10' x 10'
1P	BRANDOLINE	100	10' x 10' x 10'
1Q	BRANDOLINE	100	10' x 10' x 10'
1R	BRANDOLINE	100	10' x 10' x 10'
1S	BRANDOLINE	100	10' x 10' x 10'
1T	BRANDOLINE	100	10' x 10' x 10'
1U	BRANDOLINE	100	10' x 10' x 10'
1V	BRANDOLINE	100	10' x 10' x 10'
1W	BRANDOLINE	100	10' x 10' x 10'
1X	BRANDOLINE	100	10' x 10' x 10'
1Y	BRANDOLINE	100	10' x 10' x 10'
1Z	BRANDOLINE	100	10' x 10' x 10'

1. CONTRACTOR SHALL REFER TO THE PROJECT NOTES ON SHEET 01.01 AND ALL CONTRACT DOCUMENTS FOR MATERIALS AND CONSTRUCTION REQUIREMENTS.
2. DISCREPANCIES SHALL BE RESOLVED TO THE ADVANTAGE OF THE LANDSCAPE ARCHITECT PRIOR TO BIDDER.
3. PLANT SPECIES LISTED ARE THE PLANT SPECIES THAT MAY BE ACCEPTED FOR THIS PLAN.
4. ANY PLANT SPECIES NOT LISTED IN THE PLANT SCHEDULE SHALL BE ACCEPTED BY THE LANDSCAPE ARCHITECT IN WRITING. ALL PLANTS SHALL BE SUBJECT TO THE LANDSCAPE ARCHITECT'S APPROVAL PRIOR TO INSTALLATION.
5. CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIALS AS NECESSARY TO AVOID CHANGES TO EXISTING UNDERGROUND UTILITIES AND/OR ADVERSE EFFECTS TO EXISTING STRUCTURES AND/OR UTILITIES.
6. CONTRACTOR SHALL FIELD ADJUST LOCATION OF PLANT MATERIALS AS NECESSARY TO AVOID CHANGES TO EXISTING UNDERGROUND UTILITIES AND/OR ADVERSE EFFECTS TO EXISTING STRUCTURES AND/OR UTILITIES.
7. THE CONTRACTOR SHALL MAINTAIN ALL COPIES OF THIS PLAN AND ALL INFORMATION, AS WELL AS INFORMATION PROVIDED FOR THIS PROJECT.
8. REFER TO DETAIL 10.01 FOR TREE INSTALLATION, AS WELL AS INFORMATION PROVIDED FOR THIS PROJECT.



SEE SHEET 13.07 FOR CONTINUATION

SEE SHEET L4.01 FOR CONTINUATION



SECTION 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000

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PROJECT # 12557
NE 4TH AVENUE STREETSCAPE PROJECT
E SUNRISE BLVD TO NE 13TH ST
FORT LAUDERDALE, FL
IRRIGATION PLAN

REVISIONS		
NO.	DATE	DESCRIPTION

CITY OF FORT LAUDERDALE
TRANSPORTATION & MOBILITY
200 NE 3RD AVE, FORT LAUDERDALE, FL 33301

DESIGNED BY
CHECKED BY
FIELD BOOK

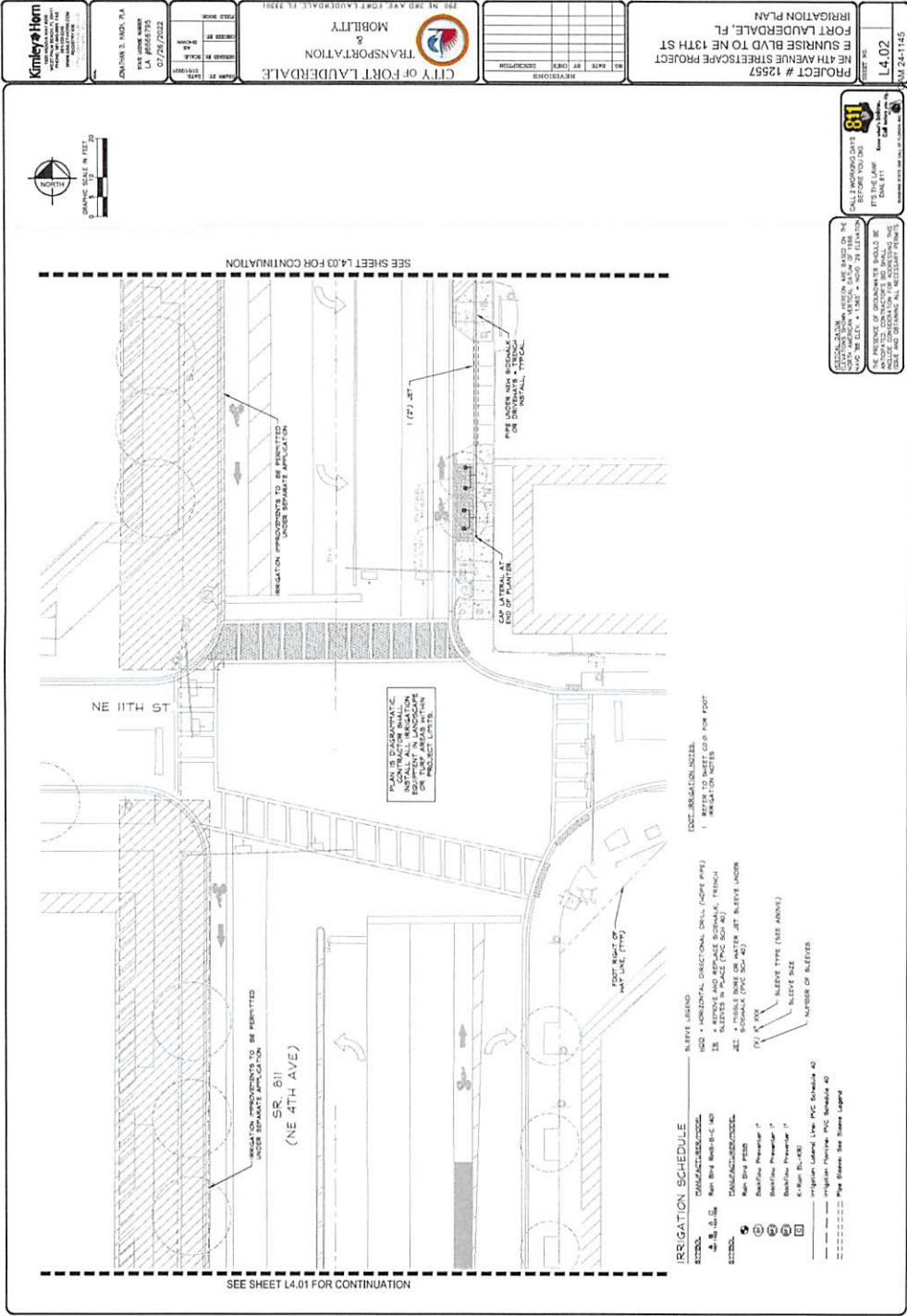
DATE
SCALE
07/26/2022

DESIGNED BY
CHECKED BY
FIELD BOOK

DESIGNED BY
CHECKED BY
FIELD BOOK

DESIGNED BY
CHECKED BY
FIELD BOOK

Kimley-Horn
 10000 N. 10th Street, Suite 100
 Portland, OR 97228
 (503) 253-1100
 Fax: (503) 253-1101
 E-Mail: k-h@kimley-horn.com
 Web: www.kimley-horn.com



IRRIGATION SCHEDULE

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	1" HDPE PIPE (SCH 40)	100	FEET
2	1" HDPE PIPE (SCH 40)	100	FEET
3	1" HDPE PIPE (SCH 40)	100	FEET
4	1" HDPE PIPE (SCH 40)	100	FEET
5	1" HDPE PIPE (SCH 40)	100	FEET
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19	1" HDPE PIPE (SCH 40)	100	FEET
20	1" HDPE PIPE (SCH 40)	100	FEET
21	1" HDPE PIPE (SCH 40)	100	FEET
22	1" HDPE PIPE (SCH 40)	100	FEET
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811
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FOR A FREE PRELIMINARY SURVEY
AND GROUND UTILITY INFORMATION
FOR YOUR PROJECT

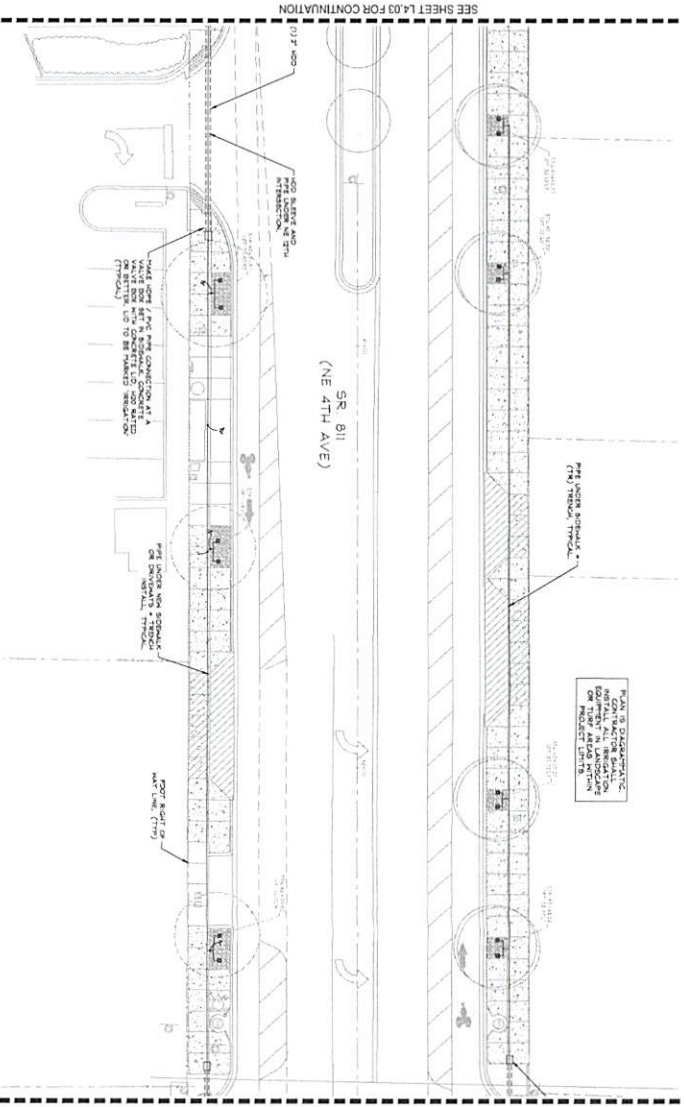
PROJECT # 12557
FORT LAUDERDALE, FL
SUNRISE BLVD TO NE 13TH ST
NE 4TH AVENUE STREETSCAPE PROJECT
IRRIGATION PLAN

DATE: 07/26/2022
DRAWN BY: [Signature]
CHECKED BY: [Signature]
APPROVED BY: [Signature]

CITY OF FORT LAUDERDALE
TRANSPORTATION
MOBILITY
100 N. 3RD AVE. FORT LAUDERDALE, FL 33301

Kimley-Horn
1000 N. W. 11th Ave., Suite 200
Fort Lauderdale, FL 33304
Phone: (954) 572-1100
Fax: (954) 572-1101
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Page 47 of 68

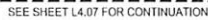


IRRIGATION SCHEDULE

SYMBOL	DESCRIPTION	SIZE	DEPTH	SPACING	NOTES
1	VALVE	1/2"	10"	10'	1. VALVE TO SHUT OFF FOR FOOT
2	RISE	1/2"	10"	10'	2. RISE TO SHUT OFF FOR FOOT
3	NOZZLE	1/2"	10"	10'	3. NOZZLE TO SHUT OFF FOR FOOT
4	PIPE	1/2"	10"	10'	4. PIPE TO SHUT OFF FOR FOOT
5	PIPE	1/2"	10"	10'	5. PIPE TO SHUT OFF FOR FOOT
6	PIPE	1/2"	10"	10'	6. PIPE TO SHUT OFF FOR FOOT
7	PIPE	1/2"	10"	10'	7. PIPE TO SHUT OFF FOR FOOT
8	PIPE	1/2"	10"	10'	8. PIPE TO SHUT OFF FOR FOOT
9	PIPE	1/2"	10"	10'	9. PIPE TO SHUT OFF FOR FOOT
10	PIPE	1/2"	10"	10'	10. PIPE TO SHUT OFF FOR FOOT

NOTES:

- 1. ALL IRRIGATION SYSTEMS SHALL BE DESIGNED TO PROVIDE A MINIMUM OF 1.0 INCHES OF WATER PER WEEK TO THE PLANTS.
- 2. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE A MINIMUM OF 1.0 INCHES OF WATER PER WEEK TO THE PLANTS.
- 3. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE A MINIMUM OF 1.0 INCHES OF WATER PER WEEK TO THE PLANTS.
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- 9. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE A MINIMUM OF 1.0 INCHES OF WATER PER WEEK TO THE PLANTS.
- 10. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO PROVIDE A MINIMUM OF 1.0 INCHES OF WATER PER WEEK TO THE PLANTS.



A graphic scale in feet, showing 0, 5, 10, and 20 feet. To the right of the scale is a north arrow pointing upwards, with the word "NORTH" written inside the circle.

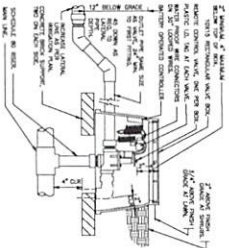
CITY OF FORT LAUDERDALE
TRANSPORTATION
&
MOBILITY
290 NE 3RD AVE. FORT LAUDERDALE, FL 33301

JONATHAN D. MARCH, P.L.A.
5747 LINDSEY BLVD
LA 70666795
07/26/2022

Kimley-Horn
1000 North 10th Street
P.O. Box 1000
St. Paul, MN 55101
612/291-1111
FAX 612/291-1112

PROJECT # 12557
NE 4TH AVENUE STREETSCAPE PROJECT
E SUNRISE BLVD TO NE 13TH ST
FORT LAUDERDALE, FL
IRRIGATION PLAN

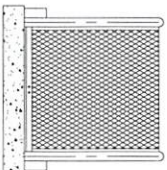
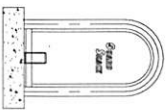
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1 ELECTRIC REMOTE CONTROL VALVE

DATE: 11-14-18

STANDARD GUARDSHACK ENCLOSURES



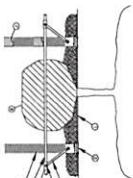
GUARDSHACK GENERAL SPECIFICATIONS

- All pipe shall be schedule 40 A.S.T.M. A-53 Grade A - Electric Weld pipe.
- Angle iron shall be 1" x 1" x 1/2" steel.
- Screens steel units shall be 1/2" schedule 10 A.S.T.M. A-312.
- Expanded metal shall be 3/4" spacing x #13 Gc. tapered diamond pattern steel.
- All screens steel and be sandwiched after fabrication to remove all sharp edges.
- There shall be no exposed ends of expanded metal on the outside of the enclosure.
- Sliding shall be a minimum of 3/4" spacing.
- Sliding shall be a minimum of 3/4" spacing.
- Sliding shall be a minimum of 3/4" spacing.
- Hardware shall be provided for mounting enclosures, and brackets shall be 304 S.S.
- All hardware shall be securely attached to enclosures. See HK-100.
- All enclosures shall withstand a minimum of 200 lbs. per square foot without any permanent deflection or distortion.
- 3/8" spacing between angle iron framework of enclosure and slide to prevent rattling only pipe ends to touch slide.

STAINLESS STEEL ELECTRO-POLISH FINISH

All 304 Stainless Steel units shall be chemically electro-polished to impart a lustrous finish to the unit.

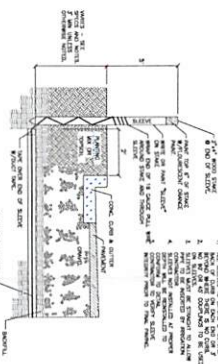
Contractor to provide stainless steel Guardshack sized to fully enclose backflow prevented.



1. ROOTING & WATERING SYSTEM
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2 ROOT WATERING SYSTEM FINIS

3 BRIGATION SLEEPING



4 GUARDSHACK ENCLOSURE

811

FOR ALL WORKING DAYS

811

FOR ALL WORKING DAYS

FOR ALL WORKING DAYS

811

FOR ALL WORKING DAYS

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EXHIBIT C

MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

Please see attached

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MAINTENANCE PLAN

Landscape Improvements

State Road No(s): SR 811 (NE 4th Ave) from E Sunrise Blvd (M.P. 0.000) to
NE 13th St (M.P. 0.406)
Permit or FM No(s): 2021-L-491-00011
RLA of Record: Jonathan D. Haigh, PLA
Maintaining Agency: City of Fort Lauderdale
Date: October 28, 2024

The purpose of a plan for the Landscape Improvements maintenance practices is to allow the plant material on the project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving natural resources. Plantings and all other landscape improvements within FDOT right of way shall be maintained to avoid potential roadway hazards and provide clear visibility, accessibility, clearance, and setbacks as set forth and required in the following Florida Department of Transportation (FDOT) governing standards and specifications: FDOT Standard Plans, FDOT Plans Design Manual 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.

Part I of the Maintenance Plan describes general maintenance requirements and recommendations that are standard for all projects. Part II provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.

PART I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

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.

MULCHING

Mulch planting beds 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

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planting beds. Do not mound mulch against the trunks of trees, palms, and the base of shrubs to allow air movement which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

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. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations. Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

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, to achieve the FDOT requirements for maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards. All palms are to be kept fruit free. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with the *FDM Window Detail*. Vertical clear zones for vegetation heights over roadways and sidewalks must meet the requirements of the *FDOT Maintenance Rating Program* (MRP) standards. See Reference pages. The R.L.A. of Record will provide the specific pruning heights for mature or maintained height and spread of all plant material to achieve the design intent shall be noted in Part II., Specific Project Site Maintenance Requirements and Recommendations.

STAKING AND GUYING

All staking materials are to be removed after one year or as directed by the RLA of Record.). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Standard Plans* guidelines (See Index 580-001). 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 at a minimum, 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.

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WEEDING/HERBICIDE

All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended when using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage resulting from overspray to the plantings, per 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 Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a permit is required from FDOT for approval by the FDOT District Landscape Architect.

TREE CELL STRUCTURES

Underground tree cells shall be maintained in such a manner as to prolong the life of the structure and prevent potential safety hazards. If the structures fail or become damaged, they shall be replaced with the same type and specification as the approved plan.

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. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

HARDSCAPE (SPECIALTY SURFACING)

All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the surfacing and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current FDOT Maintenance Rating Program Handbook for a sidewalk; ADA accessible sidewalk; and FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

HARDSCAPE (CONCRETE PAVERS)

All concrete pavers (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI), Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers, Part 3.05*. If the concrete pavers become damaged, they shall be replaced with the same type and specification as the approved plan.

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

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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 (if applicable), 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*.

SITE FURNISHINGS

Site furnishing such as Trash Receptacles, Benches, Bollards and Bicycle Racks shall be maintained in such a manner as to prolong the life of the fixture and prevent potential safety hazards. If the fixtures and their overall function and mounting systems 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.

VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA) (IF APPLICABLE)

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.

Also, reference the *Florida Highway Beautification Program* website link for *Vegetation Management at ODA signs* Florida Statutes and Florida Administrative Code related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

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PART II.
SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS

1. Design intent is to provide additional tree canopy cover over the sidewalks and provide comfort for pedestrians.
2. All trees and palms are intended to be maintained at mature height and spread. Tree Trimming shall be in accordance with the Florida Department of Transportation Maintenance Rating Program Standards. (Refer to Part I Pruning, for clear sight window and vertical clear zone pruning requirements.)
3. Remove suckering growth from base and clear trunk areas for single trees quarterly.
4. To maintain the intended appearance of all palms, apply the latest palm fertilizer recommended by the University of Florida IFAS Extension per the manufacturer's specifications.
5. Do not remove fronds from self-cleaning palms, unless damaged. Palms with persistent fronds shall only have dead fronds removed, do not remove any green fronds. If it is deemed necessary to prune a palm's fronds, no fronds shall be trimmed above 3 o'clock and 9 o'clock on the horizontal plain.
6. Evaluate plant material on a quarterly basis for pests, diseases, drought stress or general decline. If required, follow the integrated pest management program established by the Agency to ensure healthy plants.
7. Inspect the FlexiPave surfaces (in tree pits) on a quarterly basis for potential unraveling, cracking or other issues in the surface. Provide repairs by following manufacturer's specifications.
8. Inspect the irrigation system performance on a quarterly basis to ensure the system is providing 100% coverage, does not have sections of low pressure, heads and valves are clean and clear of debris and any damaged irrigation components (i.e., spray nozzles, spray heads, valve boxes, etc.) are repaired or replaced.

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REFERENCES (Sept. 2024)

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.

Accessible Sidewalk (ADA)

- Accessible Sidewalks and Street Crossings <https://fdotwww.blob.core.windows.net>
- Sidewalks and Trails <https://www.fdot.gov/roadway/ada/sidewalksandtrails.shtm>
- ADA Standards for Accessible Design <https://www.ada.gov/law-and-regs/design-standards/>

Building Codes & Standards, Florida Department of Community Affairs (DCA),
2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A
http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/CHAPTER_11_w_fl_a_specifics.htm

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://webstore.ansi.org> / <https://tcimag.tcia.org/training/introducing-the-newly-designed-ansi-a300-tree-care-standards/>

Florida Dept. of Agriculture and Consumer Services, Division of Plant Industry, Florida Grades and Standards for Nursery Plants 2022
<https://sfyl.ifas.ufl.edu/media/sfylifasufledu/hillsborough/docs/pdf/environmentalhort/grades-and-standards-for-nursery-plants-2022.pdf>

Florida Exotic Pest Plant Council Invasive Plant Lists
<https://www.floridainvasives.org/plant-list/2023-invasive-plant-species/>

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

Florida Power and Light (FPL) - Right Tree, Right Place
http://www.fpl.com/residential/trees/right_tree_right_place.shtml

FLORIDA DEPARTMENT OF TRANSPORTATION,

Maintenance Specifications Workbook <https://www.fdot.gov/programmanagement/maintenance>

- Section 580 Landscape Installation https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/programmanagement/maintenance/fy-2024-25/spm5800000-724-i19425.pdf?sfvrsn=15564aa7_1

FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, **Standard Plans - FY 2024-25** <https://www.fdot.gov/design/standardplans/current>

- Index Series 102-600 Traffic Control through Work Zones
https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2024/idx/102-600.pdf?sfvrsn=3244c6c7_2
- Index 580-001 Landscape Installation https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2024/idx/580-001.pdf?sfvrsn=3963729c_2
- Index 591-001 Landscape Irrigation Sleeves https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2024/idx/591-001.pdf?sfvrsn=1ffed4bc_2

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FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, <https://www.fdot.gov/roadway/fdm/default.shtm>

- Chapter 212.11 Clear Sight Triangles https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/roadway/fdm/2024/2024fdm212intersections.pdf?sfvrsn=428d0a44_3
- Chapter 215.2.3 Clear Zone Criteria and 215.2.4 Lateral Offset, Table 215.2.1 Clear Zone Width, Table 215.2.2 Lateral Offset Criteria (for Trees) https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/roadway/fdm/2024/2024fdm215roadsidesafety.pdf?sfvrsn=66e0f4a3_2

Landscape Architecture Website

<https://www.fdot.gov/roadway/landscape-architecture/landscape-architecture-programs>

Maintenance Rating Program Handbook <https://www.fdot.gov/maintenance/mainratingprogram.shtm>

Outdoor Advertising Database <https://www.fdot.gov/rightofway/OutdoorAdvertising.shtm/new-outdoor-advertising-site>

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EXHIBIT D

PATTERNED PAVEMENT

This Exhibit forms an integral part of the MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

- (1) Prior to acceptance by the DEPARTMENT, all lanes for each of the stamped asphalt crossings projects shall be tested for friction in accordance with ASTM E 274-06. All costs for friction testing will be the responsibility of the AGENCY. The initial friction resistance shall be at least **35** obtained at 40 mph with a ribbed test tire (FN40R) or equivalent. Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Qualified Products List (QPL). All lanes receiving new installations shall again be friction tested within 60-90 days of their acceptance by the local AGENCY. The initial friction resistance of each new installation shall be at least **35** (FN40R) or equivalent. Failure to achieve this minimum resistance shall require all deficient areas be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the DEPARTMENT'S Qualified Products List (QPL), or replaced with conventional pavement.
- (2) The results of all friction tests and condition surveys shall be sent to the **Operations Engineer** at the local FDOT District Four Operations Center located at Broward Operations, 5548 NW 9th Avenue, Ft. Lauderdale, FL 33309 (954) 776-4300, with a cover letter either certifying that the crosswalks comply with the above stated requirements; or what remedial action will be taken to restore the friction and/or integrity of the crosswalk area.
- (3) When remedial action is required in accordance with the above requirements, the local AGENCY at its own expense shall complete all necessary repairs within 90 days of the date the deficiency was identified.
- (4) Should the local AGENCY fail to satisfactorily perform any required remedial work or testing in accordance with this agreement, the DEPARTMENT reserves the right to replace the patterned pavement with conventional pavement and bill the local AGENCY for this cost. No more than two full stamped asphalt pavement depth repairs shall be made to an area without first resurfacing the pavement to its full depth.

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EXHIBIT E

PATTERNED PAVEMENT MAINTENANCE

This Exhibit forms an integral part of the MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

"Maintenance" of all patterned pavement crosswalks in these Agreements shall be defined, as a minimum, to include its frictional characteristics and integrity as follows:

- (1) Within 60 days of project acceptance by the Department, all lanes of each patterned crosswalk shall be evaluated for surface friction. The friction test shall be conducted using either a locked wheel tester in accordance with **FM 5-592 (Florida Test Method for Friction Measuring Protocol for Patterned Pavements)** or Dynamic Friction Tester in accordance with **ASTM E1911**. **All costs for friction testing are the responsibility of the AGENCY.**
- (2) The initial friction resistance shall be at least **35** obtained at 40 mph with a ribbed tire test (FN40R) or equivalent (see FM 5-592). Failure to achieve this minimum resistance shall require all deficient crosswalk areas to be removed to their full extent (land-by-land) and replaced with the same product installed initially. The AGENCY is responsible for all costs associated with the removal and replacement of the crosswalk. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the Qualified Products List (QPL) or replaced with conventional pavement.
- (3) Approximately **one year** after project acceptance and **every two years** thereafter and for the life of the adjacent pavement, only the outside traffic lane areas of each patterned crosswalk shall be tested for friction resistance in accordance with **ASTM E274** or **ASTME 1911**. Friction resistance shall, at a minimum, have a FN40R value of **30** (or equivalent).
- (4) The results of all friction tests shall be sent to the **Operations Engineer** at the local FDOT District Four Operations Center located at Broward Operations, 5548 NW 9th Avenue, Ft. Lauderdale, FL 33309 (954) 776-4300, with a cover letter either certifying, that the crosswalks comply with the minimum friction criteria, or stating what remedial action will be taken to restore the friction.
- (5) Failure to achieve the minimum resistance shall require all lanes of the crosswalk to be friction tested to determine the extent of the deficiency. All deficient areas shall be removed to their full extent (lane-by-lane) and replaced with the same product installed initially. If the Department determines that more than 50% of the lanes in the intersection require replacement, the entire intersection installation may be reconstructed with a different product on the QPL, or replaced with conventional pavement.

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- (6) When remedial action is required in accordance with the above requirements, the local agency shall complete all necessary repairs at its own expense within 90 days of the date when the deficiency was identified. No more than two full depth patterned pavement repairs shall be made to an area without first resurfacing the underlying pavement to 1" minimum depth.
- (7) The Department will not be responsible for replacing the treatment following any construction activities by the Department in the vicinity of the treatment, or any costs for testing.
- (8) Should the local agency fail to satisfactorily perform any required remedial work or testing in accordance with this agreement, the Department reserves the right to replace the patterned pavement with conventional pavement (matching the adjacent pavement) and bill the local agency for this cost.

**FM 5-592*: <https://www.fdot.gov/materials/administration/resources/library/publications/fstm/bynumber.shtml>

***ASTM E1911*: <https://www.astm.org/e1911-19.html>

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EXHIBIT F

RESOLUTION

This Exhibit forms an integral part of the LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the Florida Department of Transportation and the AGENCY.

Please see attached

(To be provided by City)



CERTIFICATION

I certify this to be a true and correct copy of the record of the City of Fort Lauderdale, Florida.

WITNESSETH my hand and official seal of the City of Fort Lauderdale, Florida, this the 6th day of January, 2025
Jonathan D. Smith City Clerk

RESOLUTION NO. 24-268

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA, APPROVING AND AUTHORIZING THE EXECUTION OF AMENDMENT NUMBER TWO (2) TO THE FLORIDA DEPARTMENT OF TRANSPORTATION LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, FOR LANDSCAPE IMPROVEMENTS WITHIN THE RIGHT OF WAY ON STATE ROAD 811 (DIXIE HIGHWAY); PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fort Lauderdale, Florida ("City"), wishes to enter into Amendment Number Two (2) to the Florida Department of Transportation Landscape Maintenance Memorandum of Agreement ("MMOA") with the Florida Department of Transportation ("FDOT"), for the installation and maintenance of improvements within the right-of-way on State Road 811 (Dixie Highway/NE 4th Avenue); and

WHEREAS, the landscape improvements will be installed in accordance with the plans and specifications of the MMOA; and

WHEREAS, because State Road 811 is an FDOT right-of-way, authorization for the improvements must be permitted by FDOT; and

WHEREAS, FDOT requires municipalities to enter into a Landscape Maintenance Memorandum of Agreement for the installation and maintenance of landscape improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FORT LAUDERDALE, FLORIDA:

SECTION 1. That the City Commission of the City of Fort Lauderdale, Florida, hereby approves and authorizes the execution of Amendment Number Two (2) to the Florida Department of Transportation Landscape Maintenance Memorandum of Agreement with the Florida Department of Transportation, for landscape improvements within the right-of-way on State Road 811 (Dixie Highway).

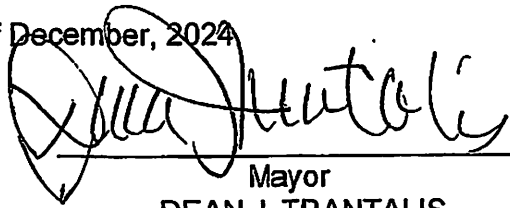
SECTION 2. That the Office of the City Attorney shall review and approve as to form all documents prior to their execution by the City Manager.

SECTION 3. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

SECTION 4. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Resolution.


SECTION 5. That this Resolution shall be in full force and effect upon its adoption.

ADOPTED this 17th day of December, 2024



Mayor
DEAN J. TRANTALIS

ATTEST:



City Clerk
DAVID R. SOLOMAN

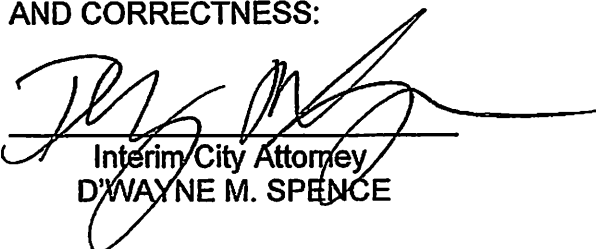
Dean J. Trantalis Yea

John C. Herbst Yea

APPROVED AS TO FORM
AND CORRECTNESS:

Steven Glassman Yea

Pamela Beasley-Pittman Yea



Interim City Attorney
D'WAYNE M. SPENCE

Ben Sorensen Yea