

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 27 day of January 2025, 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.

**WITNESSETH:**

**WHEREAS**, the DEPARTMENT has jurisdiction over **State Road 811 (NE 4<sup>th</sup> 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 4<sup>th</sup> 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 4<sup>th</sup> 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, 2025, 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:

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

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 9<sup>th</sup> 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.

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

- 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

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

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.



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

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:

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

- 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.

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

## 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

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

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

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

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 3<sup>rd</sup> 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


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

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

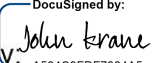
By:   
Susan Grant, Acting City Manager  
8 day of January, 2024

Attest:

  
David R. Soloman, City Clerk



STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

DocuSigned by:  
By:   
John Krane, P.E.  
Transportation Development Director

Date: 01/27/2025 | 6:


Attest:   
Executive Secretary

Legal Review:

Signed by:  
Pamela G. Eidellberg  
Office of the General Counsel

Date 01/23/2025 | 4:

Approved as to form by Office of the City Attorney

  
Assistant City Attorney - Kimberly Cunningham Mosley

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

**EXHIBIT A**

**LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES**

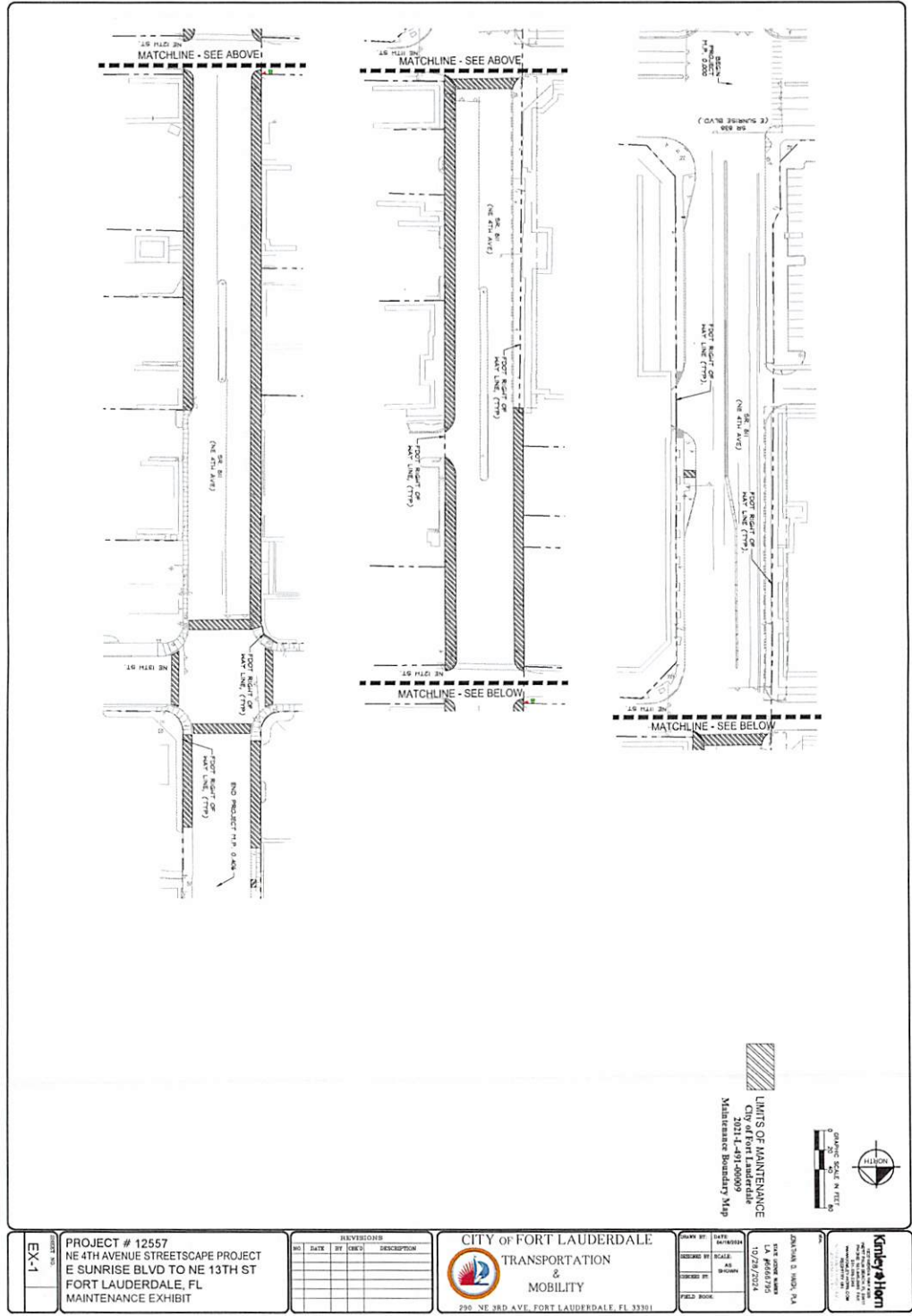
**I. LIMITS OF MAINTENANCE FOR LANDSCAPE IMPROVEMENTS:**

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

**II. LANDSCAPE IMPROVEMENTS MAINTENANCE BOUNDARIES:**

See attached map

Printed By: Martin, John | Sheet Set: NE 4th Avenue Layout: EX-1 MAINTENANCE EXHIBIT | October 28, 2024 | 09:38:43am | C:\V\PS\_L\INC\043\B4081 - NE 4th Ave FLS\CA3\Porter\work\FOOT WART MAP.dwg





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

**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



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

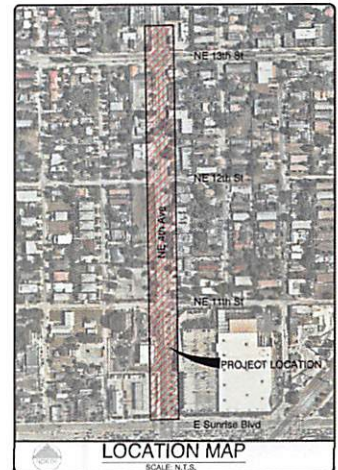
2021-22 FDOT STANDARD PLANS FOR ROAD AND  
BRIDGE CONSTRUCTION2021 FDOT STANDARD SPECIFICATIONS FOR ROAD  
AND BRIDGE CONSTRUCTION

PERMIT NUMBER: 2021-L-491-09011  
SECTION NUMBER: 86179  
STATE BOARD: JB-411

PLANS REFERENCE 2002 FDOT DESIGN MANUAL, FY 2011-12 STANDARD PLANS

REFER TO APPROVED DESIGN VARIANCE MEMORANDUM (PERMIT #0251-L-491-00011) FOR THE PROPOSED AND EXISTING ROADSIDE TREES IN CHAPTER 21.5 AND FOR CLEARANCE THAN 4' AT 4' ABOVE (GROUND LEVEL) WITHIN THE 4' LATERAL OFFSET FROM FACE OF CURB FOR FDM (CHAPTER 21.5), THE CONVENTION LIGHT POLES WITHIN THE 4' LATERAL OFFSET FROM FACE OF CURB FOR FDM (CHAPTER 21.5), AND THE EXISTING TREES WITHIN THE LIMITS OF CLEAR WIDTH (LOCAL) FOR FDM (CHAPTER 21.5).

Debit	Credit
1000	1000



PROJECT #12557  
NE 4TH AVE STREETSCAPE PROJECT

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



CITY OF FORT LAUDERDALE  
TRANSPORTATION  
&  
MOBILITY

290 NE 3RD AVE, FORT LAUDERDALE, FL 33301

## FORD LAUDERDALE CITY COMMISSION

DEAN J. TRANTALIS	MAYOR
HEATHER MORAITIS	COMMISSIONER - DISTRICT I
STEVEN GLASSMAN	COMMISSIONER - DISTRICT II
ROBERT MCKINZIE	COMMISSIONER - DISTRICT III
BEN SORESENSEN	COMMISSIONER - DISTRICT IV

JONATHAN D. HAUCH, P.E.	KIMLEY HORN	(501)845-0886
JEFFREY V. VECCHI	CITY PROJECT MANAGER	(954)828-4897

DATE: 07/07/2022

CAD FILE: XXXXX-XXX-XXXXXXX

FOOT LANDSCAPE PERMIT No.: 2021-L-491-00011

CAM 24-1145  
Exhibit 1  
Page 14 of 68

Page 15 of 68  
Exhibit 1











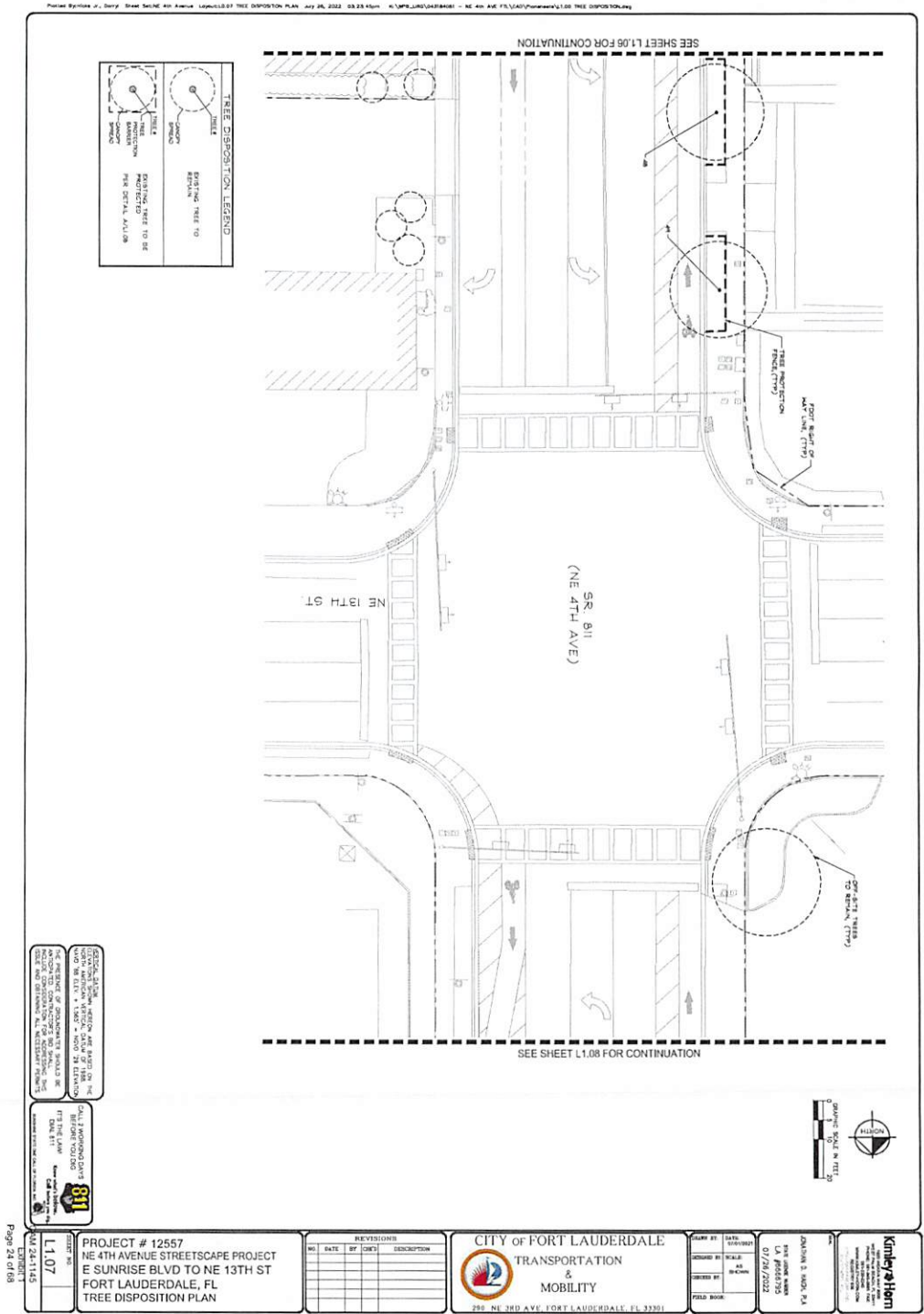


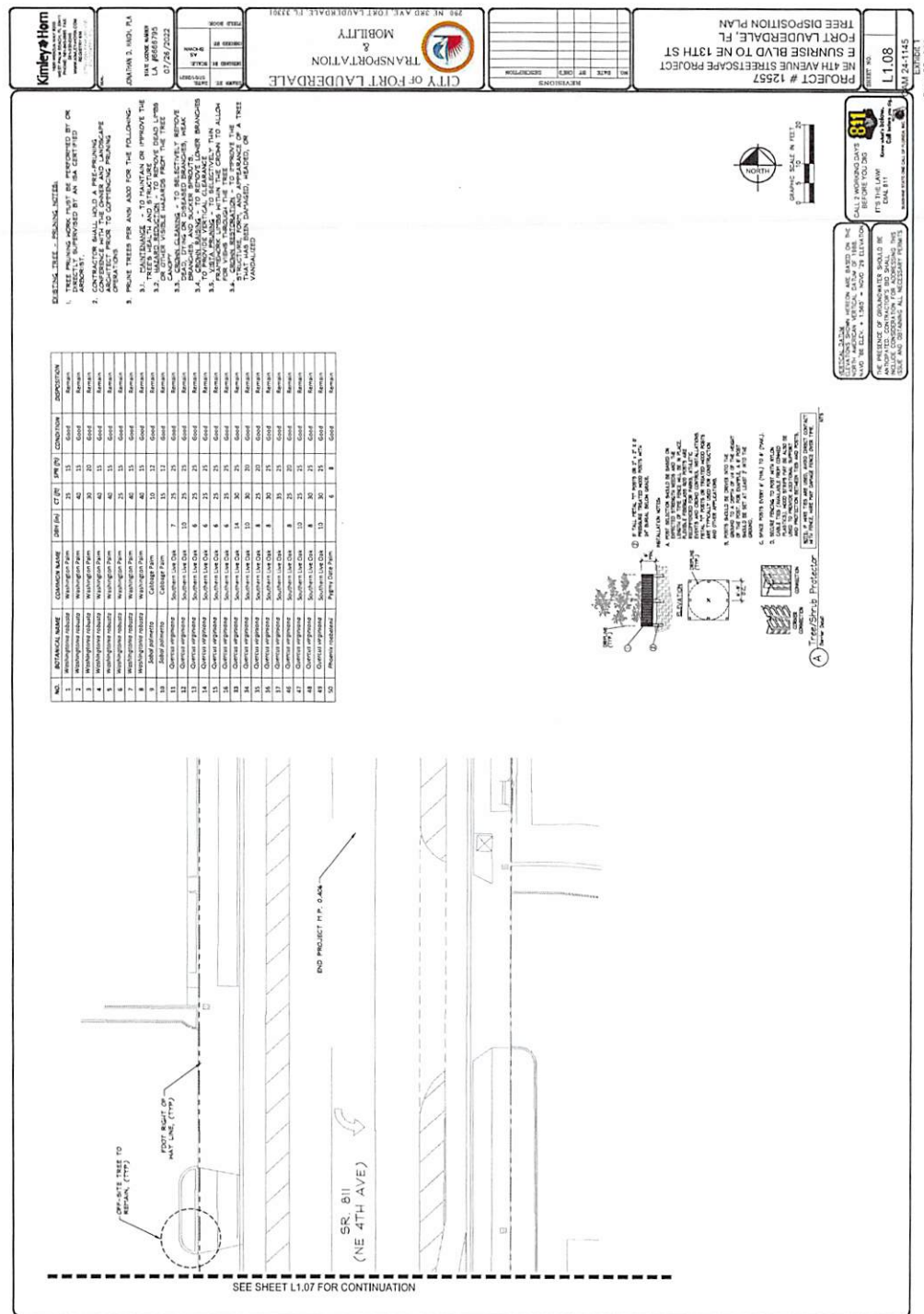








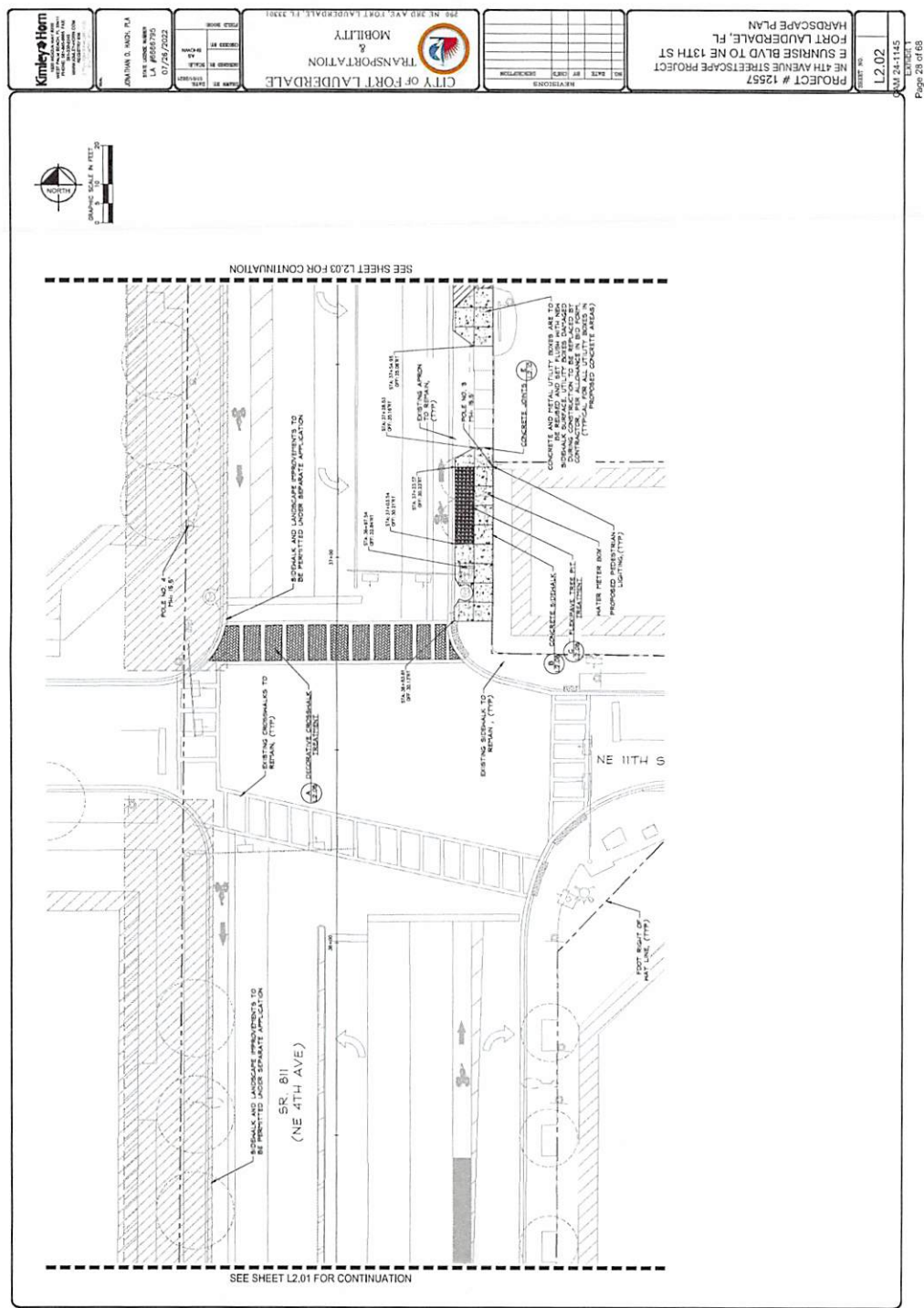




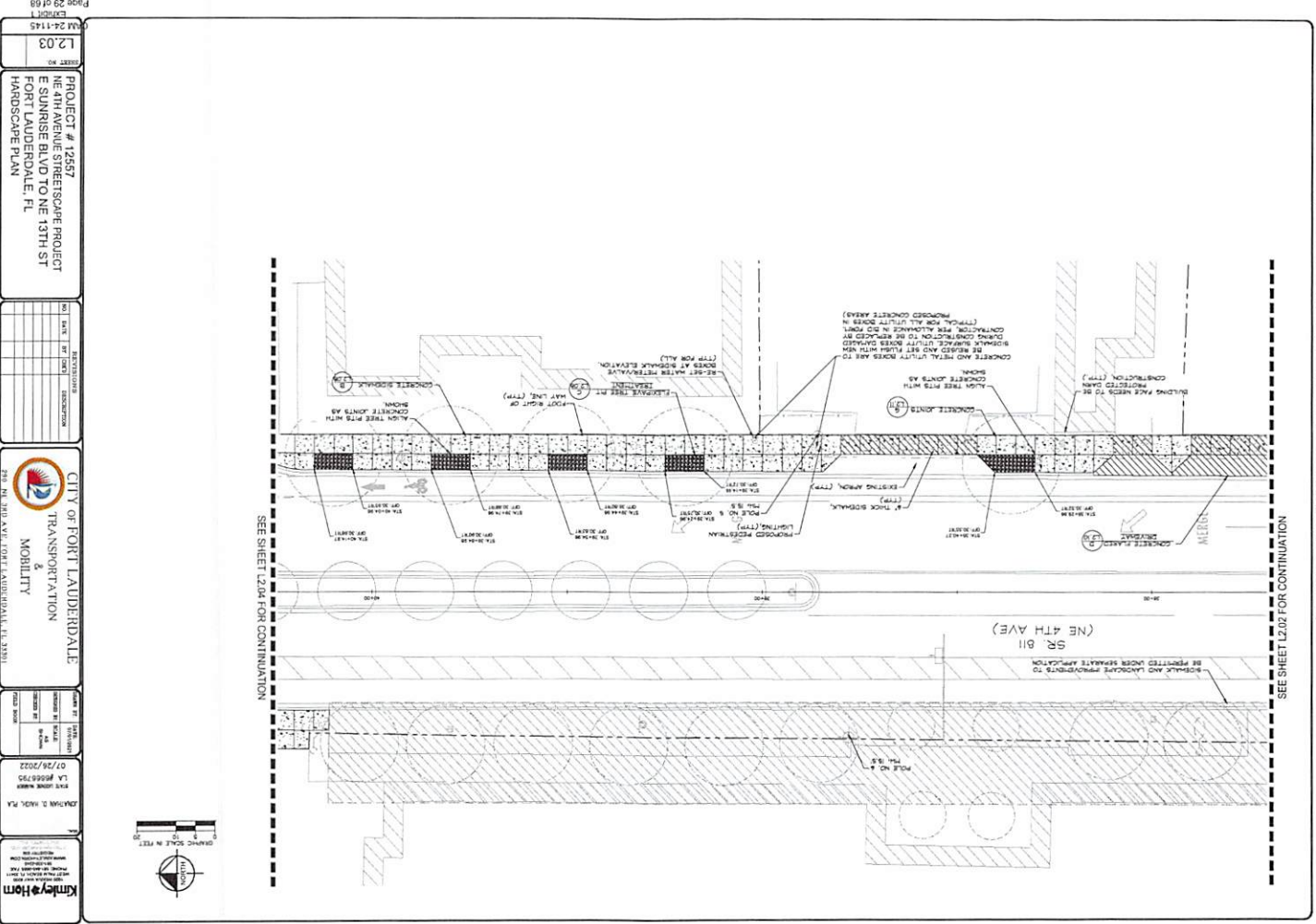




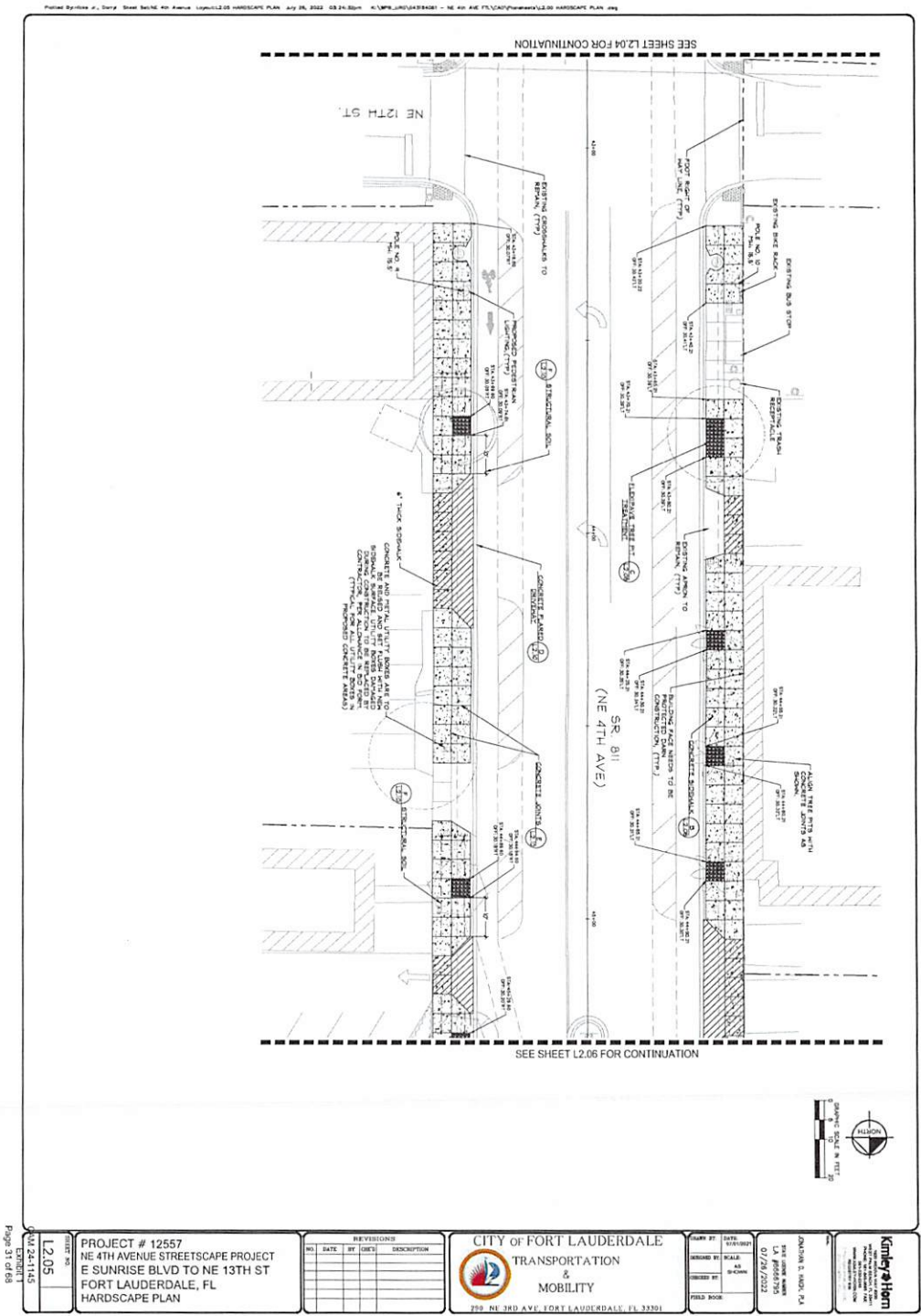








Page 30 of 68





SEE SHEET 1.07 FOR CONTINUATION

CAM 24-1145  
Exhibit 1  
Page 32 of 68









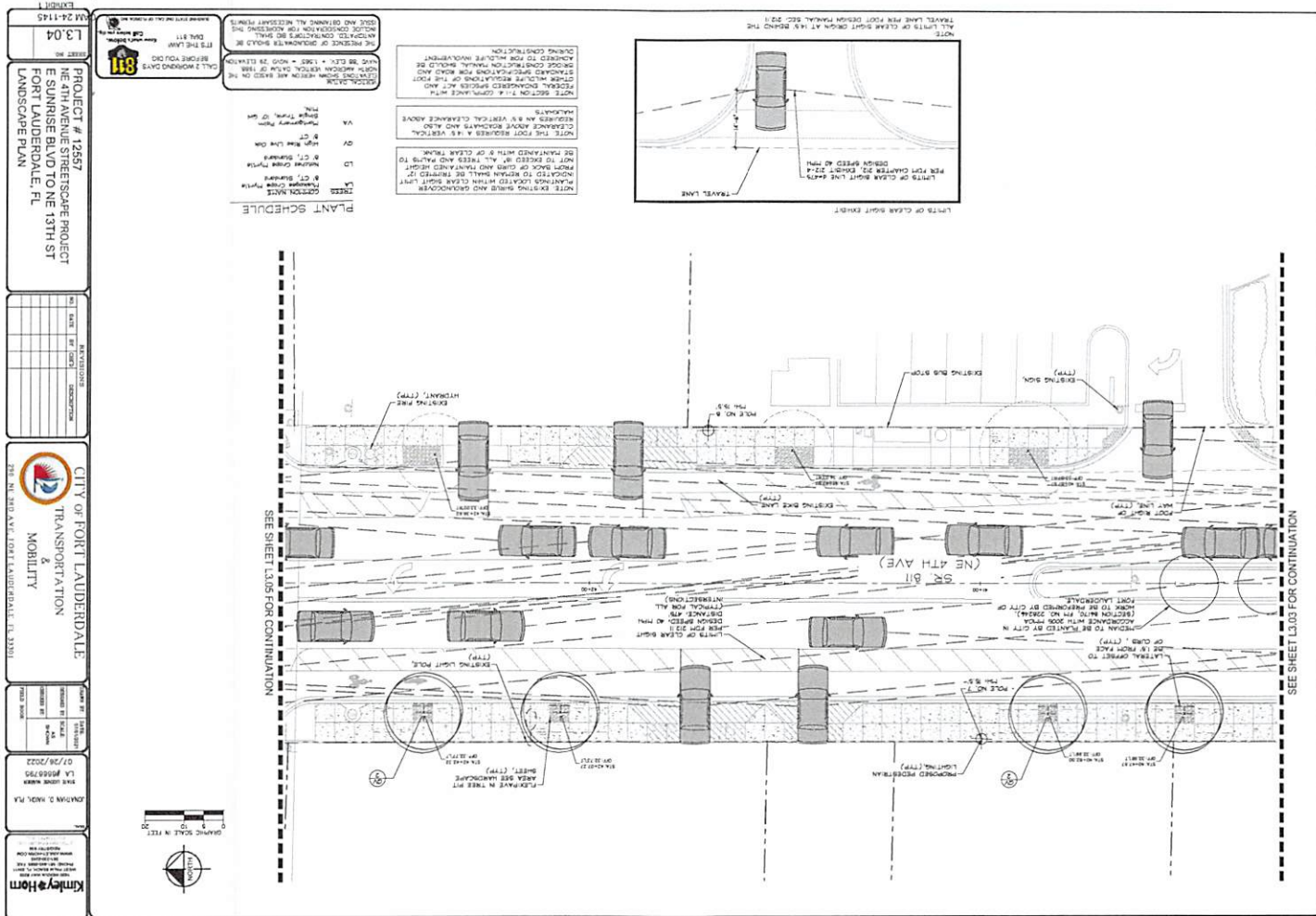






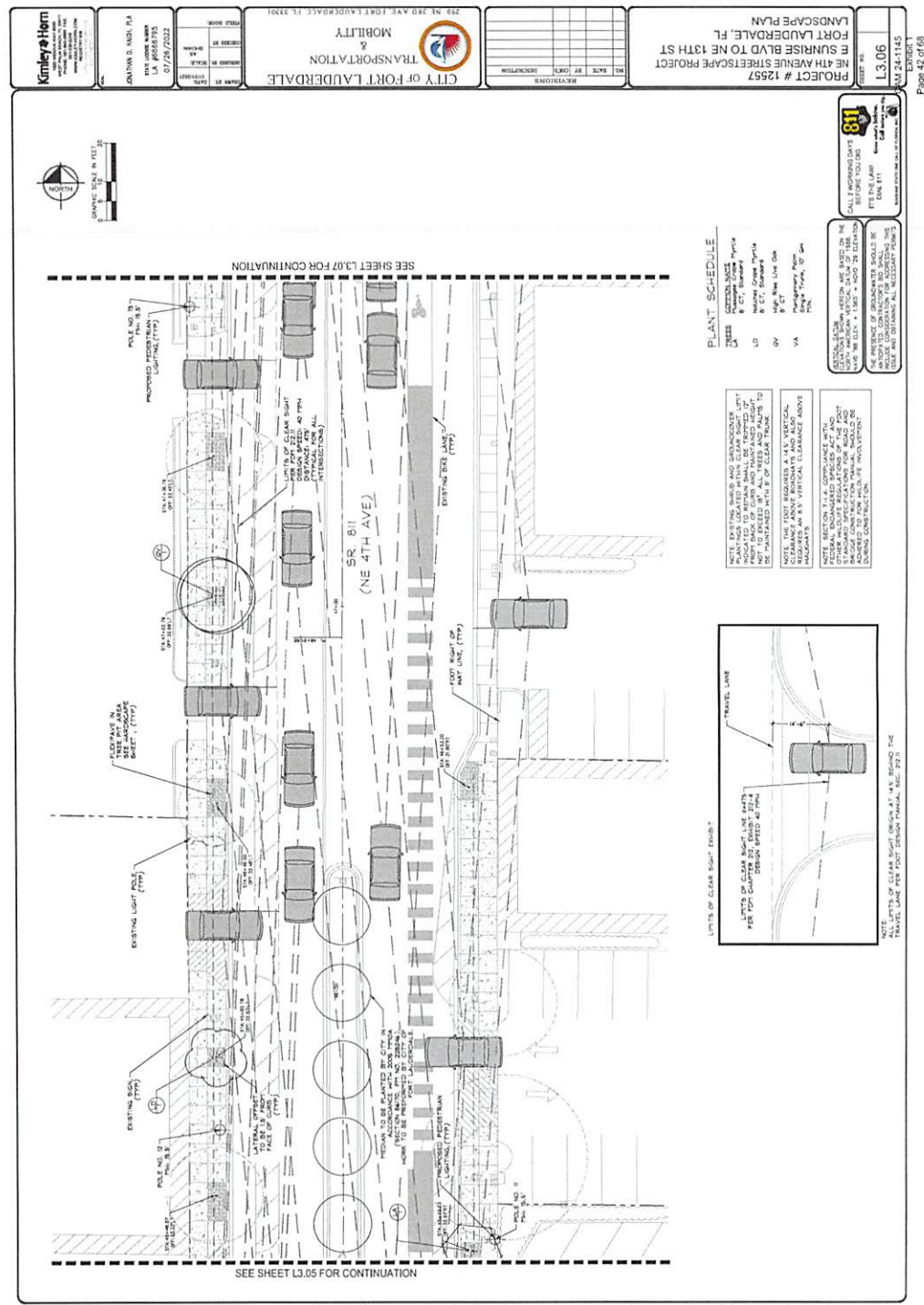










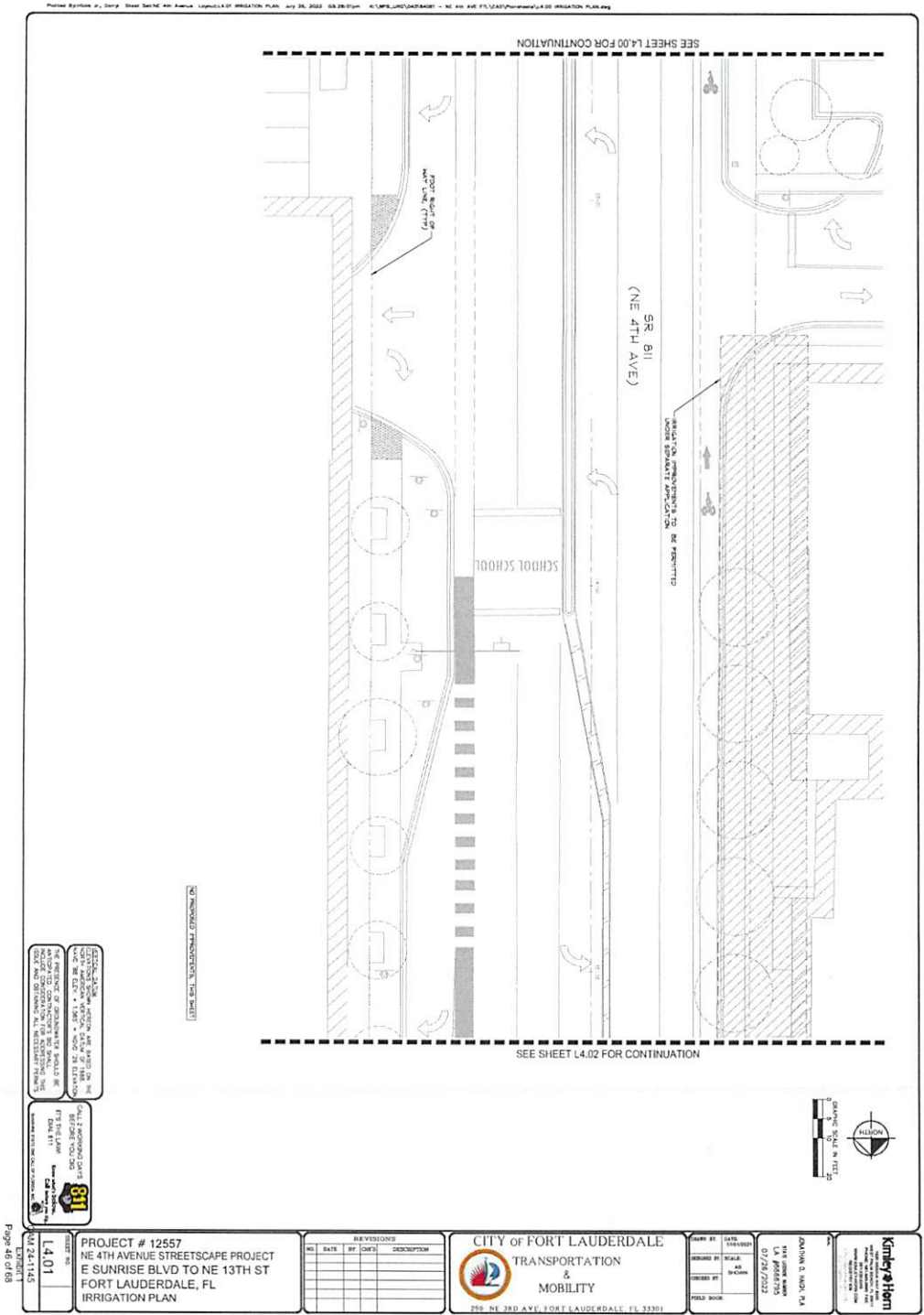












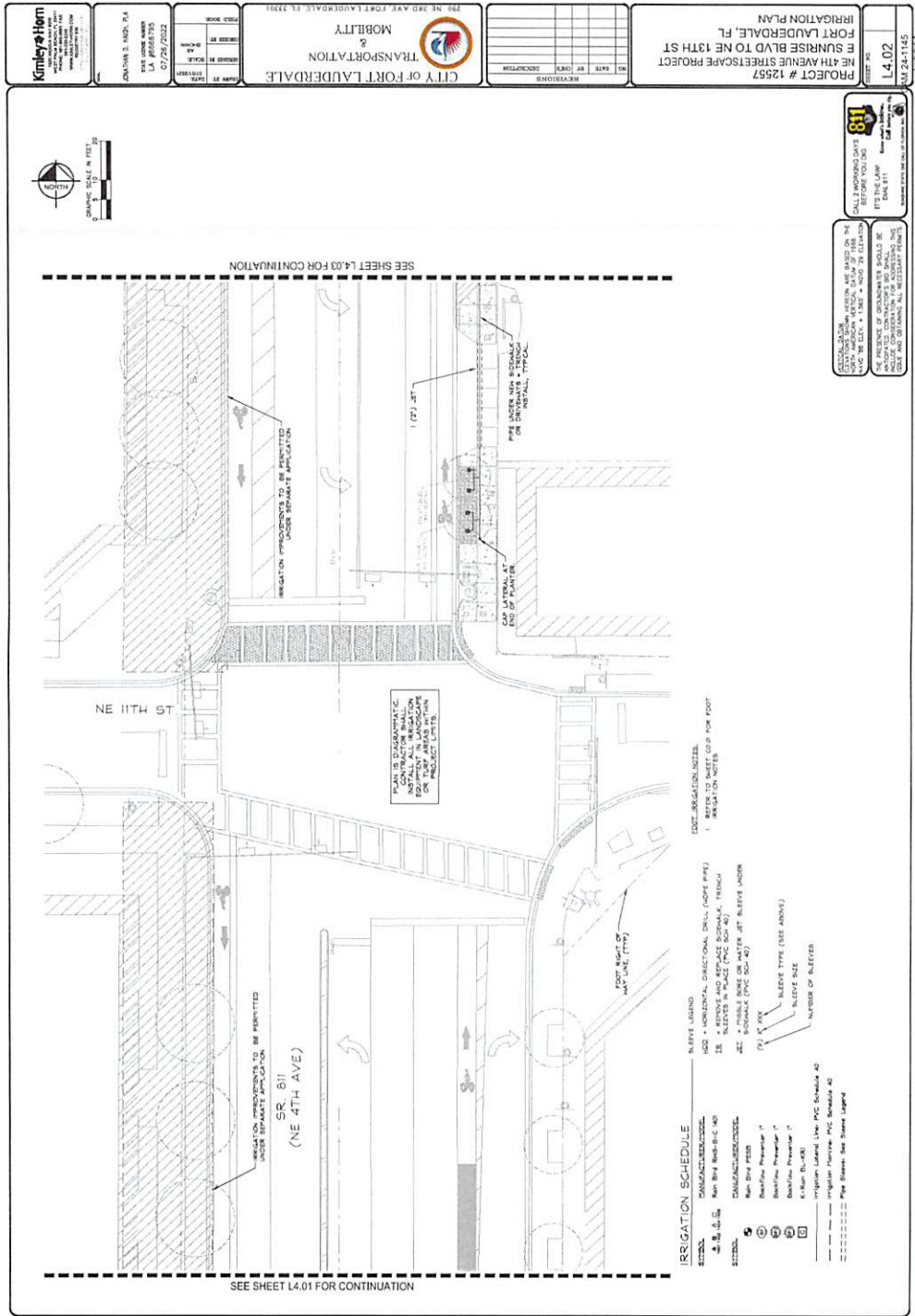
PROJECT # 12557  
NE 4TH AVENUE STREETSCAPE PROJECT  
E SUNRISE BLVD TO NE 13TH ST  
FORT LAUDERDALE, FL  
IRRIGATION PLAN

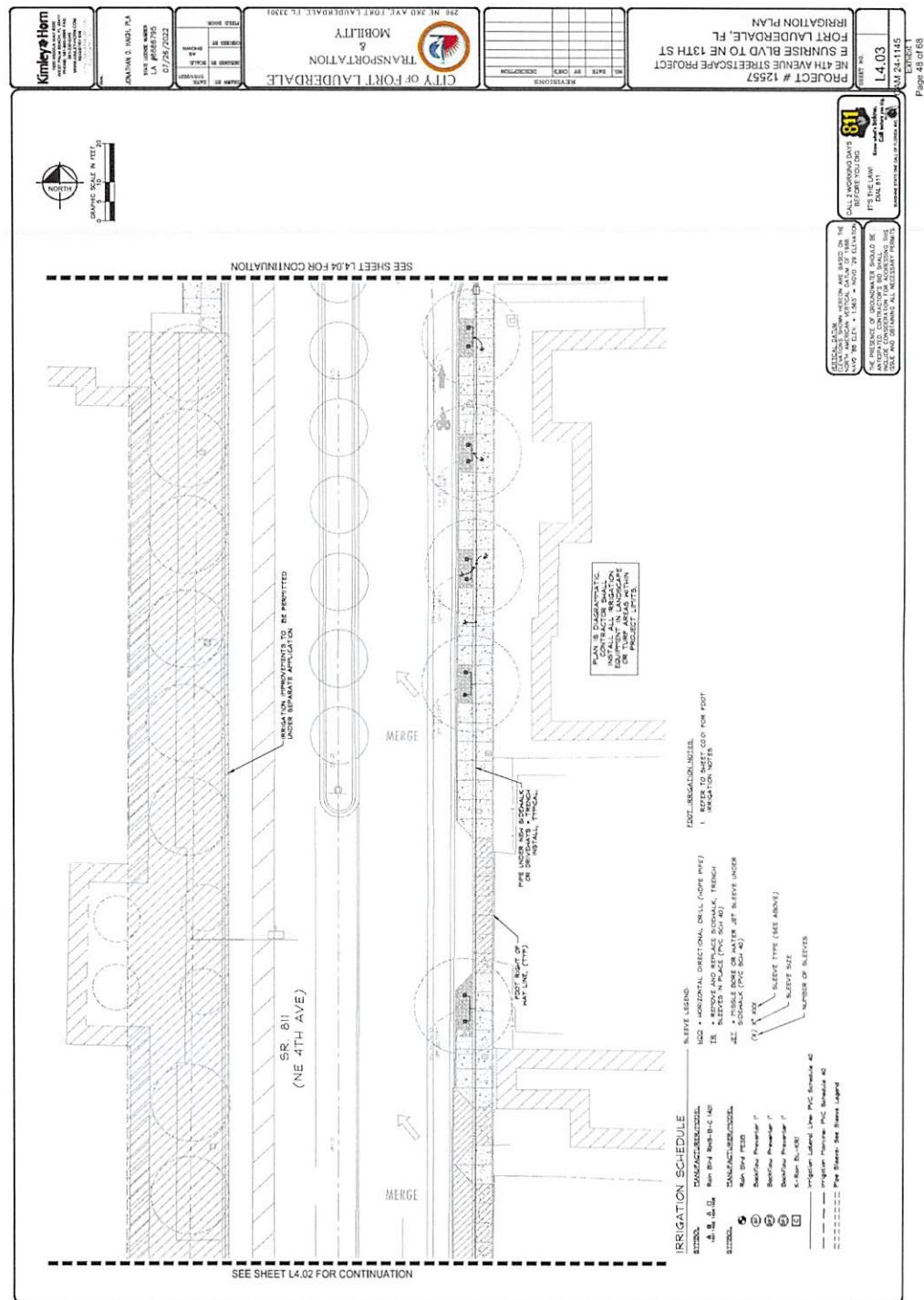
DATE: 07/28/2022  
DRAWN BY: J. HARRIS  
CHECKED BY: J. HARRIS  
APPROVED BY: J. HARRIS

311  
CALL 311 FOR  
CITY SERVICES  
FOR MORE INFORMATION  
VISIT [www.fortlauderdale.gov](http://www.fortlauderdale.gov)

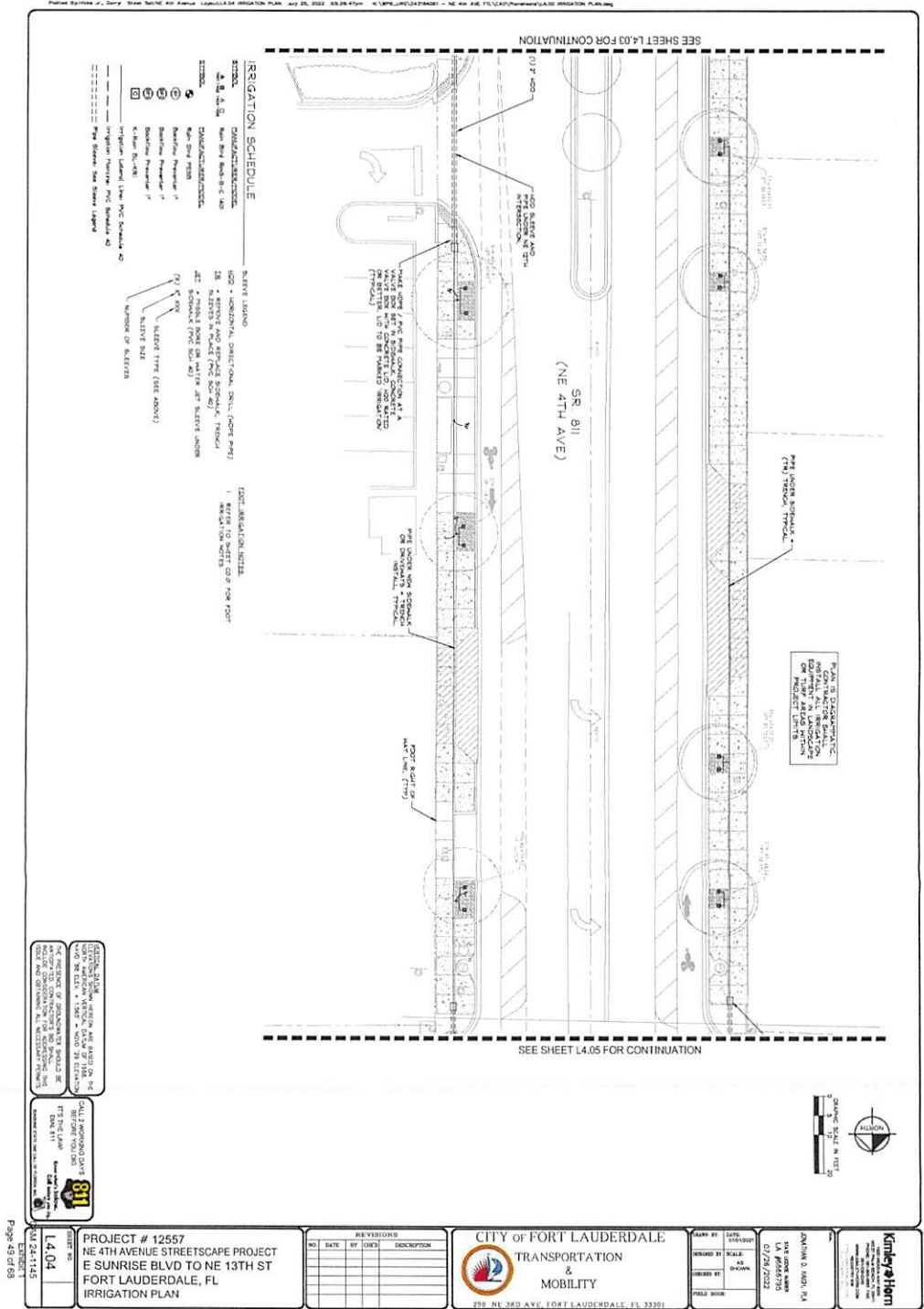
PROJECT NO.  
L4.01



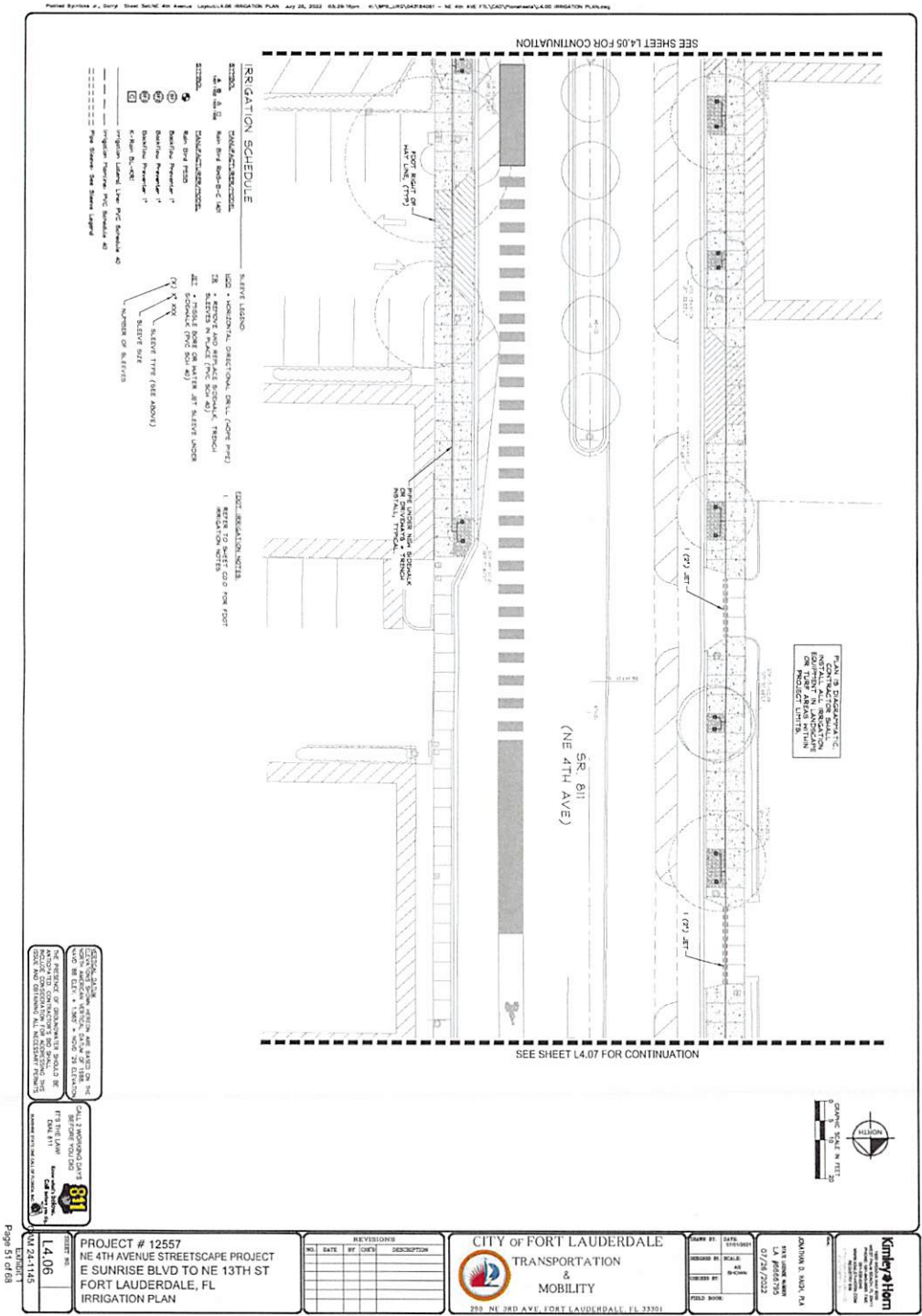






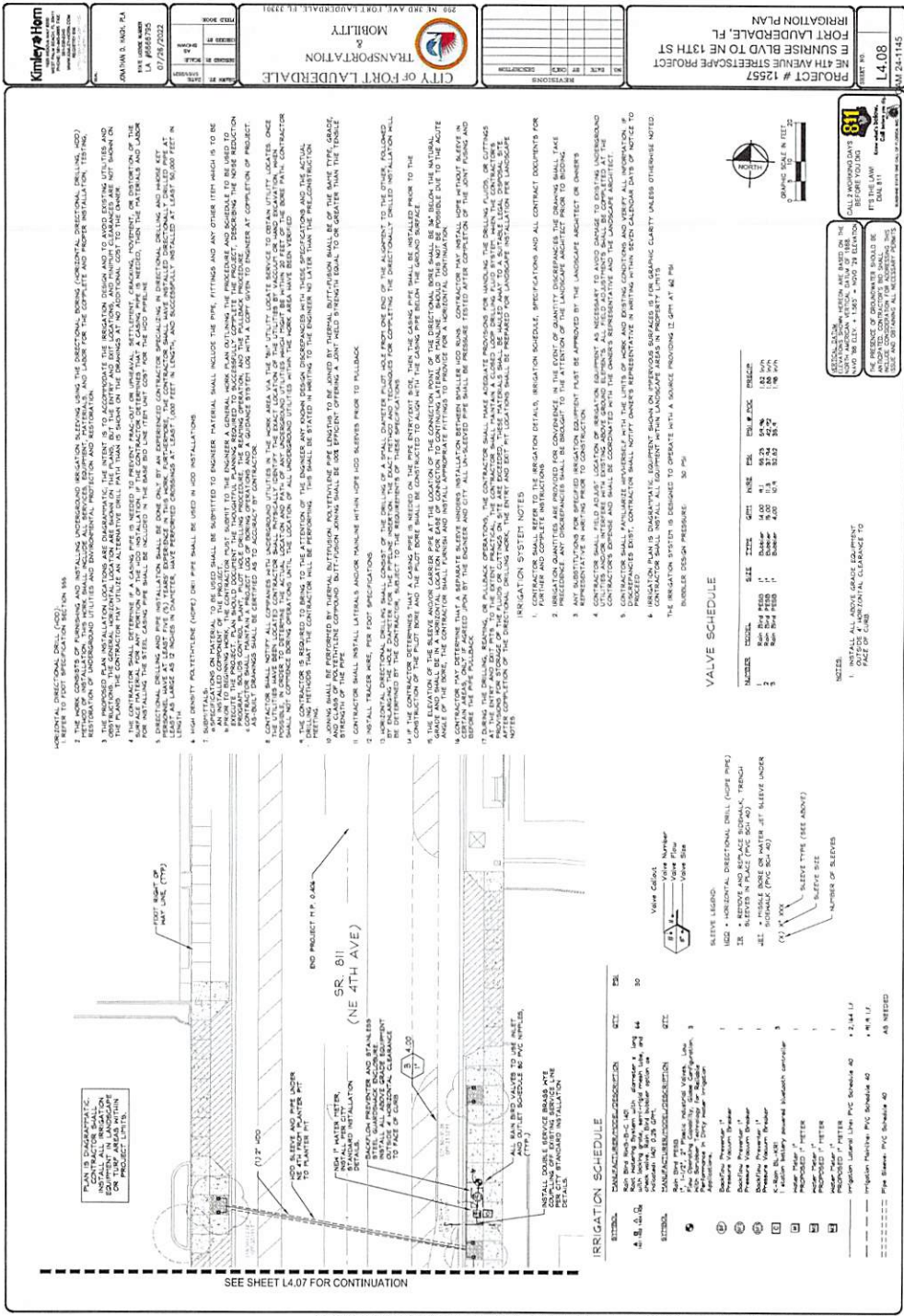














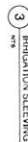
- All pipe shall be 1/2" schedule 40 A.S.T.M. A-53 Grade A - Electric Weld pipe.
- Angle iron shall be 1" x 1" x 3/8" steel.
- Stainless steel units shall be 1/2" schedule 10 A.S.T. M. A-312

- SDC 501 and 502 are the  $\text{H}^+$  scoring + # 13 C isotopic composition of polymer steel
- All stainless steels are de-aerated after fabrication to remove hydrogen and to avoid stresses of expanded metal on the outside
- The use of the expanded metal is not recommended for the enclosure
- Welding should be a minimum of  $\frac{1}{8}$ " (or weld on 4" spacing of enclosure)
- All metal brackets shall be welded on each end of all enclosure enclosures
- Hardware kit provided for mounting enclosures
- On SDC 501 units, all hinges, spaced hardware, and brackets shall be stainless steel
- All hardware shall be securely attached to enclosures See HW-100 for hardware specifications
- The enclosure shall have a minimum of 200 lbs. per square foot without any permanent deformation or distortion
- $\frac{1}{8}$ " spacing between pipe and to hardware of enclosure and to prevent rusting (oil pipe and to hardware side)

## 64



②



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

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

L4.10  
PM 24-1145

Page 54 of 68



[illegible]

[illegible]

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

**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*

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

## **MAINTENANCE PLAN**

### **Landscape Improvements**

**State Road No(s):** SR 811 (NE 4<sup>th</sup> Ave) from E Sunrise Blvd (M.P. 0.000) to  
NE 13<sup>th</sup> 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

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*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

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

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.



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

### **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.



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

### **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.

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

**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.

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

## 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](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](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](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](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](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](https://fdotwww.blob.core.windows.net/sitefinity/docs/default-source/design/standardplans/2024/idx/591-001.pdf?sfvrsn=1ffed4bc_2)

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

*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](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](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>

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

## **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 9<sup>th</sup> 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.



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

## 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 9<sup>th</sup> 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.

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

- (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>

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

## **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 M. 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 4<sup>th</sup> 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.

RESOLUTION NO. 24-268

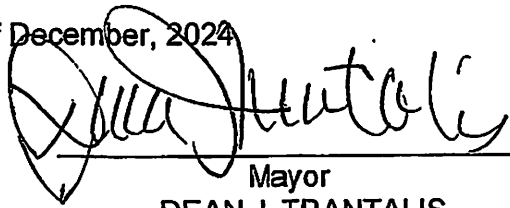
PAGE 2

**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 17<sup>th</sup> day of December, 2024

  
\_\_\_\_\_  
Mayor  
DEAN J. TRANTALIS

ATTEST:

  
\_\_\_\_\_  
City Clerk  
DAVID R. SOLOMAN

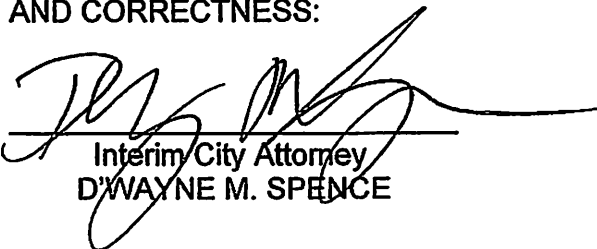
Dean J. Trantalis Yea

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