

**FLORIDA BEAUTIFICATION GRANT,  
LANDSCAPE CONSTRUCTION, AND MAINTENANCE  
MEMORANDUM OF AGREEMENT**

Contract : G1391

This Grant, Landscape Construction, and Maintenance Memorandum of Agreement ("**AGREEMENT**"), is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2019, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION ("**DEPARTMENT**"), and THE CITY OF PENSACOLA CRA, a political subdivision of the State of Florida, existing under the Laws of Florida ("**AGENCY**"). The **DEPARTMENT** and the **AGENCY** are sometimes referred to in this **AGREEMENT** as a "Party" and collectively as the "Parties."

**WITNESSETH**

**WHEREAS**, the **DEPARTMENT** is authorized under Sections 334.044 and 339.2405, Florida Statutes, to enter into this **AGREEMENT**.

**WHEREAS**, the **DEPARTMENT** has jurisdiction over and maintains State Road 30 (Garden Street) as part of the State Highway System; and

**WHEREAS**, the **AGENCY** seeks to install and maintain certain landscaping within the unpaved areas within the right of way of State Road 30 (Business 98/ Garden Street) from A Street to Alcaniz Street under Financial Project Number 435178-2-74-01 ("**PROJECT**"); and

**WHEREAS**, the **DEPARTMENT** agrees that landscaping should be installed and maintained as proposed by **AGENCY** and has, through the Florida Beautification Grant Application process, awarded **AGENCY** a beautification grant for installing such landscaping; and

**WHEREAS**, the Parties hereto mutually recognize the need for entering into an **AGREEMENT** designating and setting forth the responsibilities of each Party; and

**WHEREAS**, **AGENCY**, by Resolution No. \_\_\_\_\_ dated \_\_\_\_\_, and attached hereto as Exhibit "A," has accepted said grant and authorized its officers to execute this **AGREEMENT** on its behalf.

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

- 1 The **AGENCY** hereby agrees to install or cause to be installed landscaping on the highway facility as specified in the Landscape Plan(s) included as Exhibit "B." Such installation shall be pursuant to Rule 14-40.003, Florida Administrative Code, as it may be amended from time to time. The **AGENCY** shall not change or deviate from said plan(s) without written approval of the **DEPARTMENT**.

The **AGENCY** agrees to maintain the landscaping within the median and areas outside the travel way within the right of way pursuant to the Landscape Maintenance Plan(s) included as Exhibit "C", and Rule 14-40.003, Florida Administrative Code, as it may be amended from time to time. The above named functions to be performed by the **AGENCY**, shall be subject to periodic inspections by the **DEPARTMENT**. The **AGENCY** shall not change or deviate from said plan(s) without written approval of the **DEPARTMENT**.

3. All landscape installation and maintenance activities undertaken by **AGENCY** shall be pursuant to the Work Zone Traffic Control Plan(s) included as Exhibit "0", and Rule 14-40.003, Florida Administrative Code, as well as all other applicable laws (federal, state and local statutes, rules and regulations, ordinances, zoning, and permitting requirements). The **AGENCY** shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all

utility locations be accurately documented on the Landscape Plans. All utility conflicts shall be fully resolved directly with the applicable utility. Section 337.403, Florida Statutes, shall determine whether the utility bears the costs of utility work. The **AGENCY** shall bear the costs of utility work not required to be borne by the utility by Section 337.403, Florida Statutes. Prior to commencing any field activity on the **PROJECT**, the **AGENCY** shall notify all utilities of its work schedule enabling facilities to be field located and marked to avoid damage. The **AGENCY** shall be responsible for monitoring construction operations and the maintenance of traffic ("MOT") throughout the course of the **PROJECT** in accordance with the latest edition of the Department's Standard Specifications for Road and Bridge Construction, Section 102. The **AGENCY** is responsible for the development of a MOT plan and making any changes to that plan as necessary. The MOT plan shall be in accordance with the latest version of the Department's Design Standards, Index 600 series. Any MOT plan developed by the **AGENCY** that deviates from the Department's Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the **DEPARTMENT** prior to implementation. The **AGENCY** shall have a Worksite Traffic Supervisor certified in Advanced Maintenance of Traffic to supervise set-up and operation of MOT devices at the site of the construction or maintenance activity. Prior to proceeding with construction, the **AGENCY** shall provide the **DEPARTMENT** with the Worksite Traffic Supervisor's certification.

4. The **AGENCY** is responsible for obtaining all permits that may be required by any federal, state, or local agency.
5. Prior to commencing the **PROJECT**, the **AGENCY** shall request a Notice to Proceed from the **DEPARTMENT** by emailing: Ms. Dustie Moss, at dustie.mosssdot.state.fl.us, or from an appointed designee.
6. The **AGENCY** is authorized, subject to the conditions in this **AGREEMENT**, to enter the **DEPARTMENT'S** right-of-way to construct and maintain the **PROJECT**. The Parties agree that this **AGREEMENT** creates a permissive use only. Neither the granting of permission to use the **DEPARTMENT'S** right-of-way nor the placing of facilities upon the **DEPARTMENT'S** right-of-way shall operate to create or vest any property right in or to the **AGENCY**. The **AGENCY** shall not acquire any right, title, interest, or estate in the **DEPARTMENT'S** right-of-way, of any nature or kind whatsoever, by virtue of the execution, operation, effect, or performance of this **AGREEMENT**, including, but not limited to, the **AGENCY'S** use, occupancy or possession of the **DEPARTMENT'S** right-of-way.
7. The **DEPARTMENT** shall have the right, but not the obligation, to perform independent assurance testing during the course of construction and throughout the maintenance term of the **PROJECT**. If the **DEPARTMENT** determines that a condition exists which threatens the public's safety, or interferes with the **DEPARTMENT'S** operation of the roadway, the **DEPARTMENT** may, at its discretion, cause the **PROJECT** to cease and/or immediately have any potential hazards removed from its right-of-way at the sole cost, expense, and effort of the **AGENCY**.
8. The **AGENCY** shall notify the **DEPARTMENT** a minimum of forty eight (48) hours before beginning the **PROJECT** within the **DEPARTMENT'S** right-of-way. The **AGENCY** shall notify the **DEPARTMENT** should construction be suspended for more than five (5) working days.
9. Upon completion of construction, the **AGENCY** and its contractors shall remove their presence, including, but not limited to, all of the **AGENCY** or its contractor's / subcontractor's / consultant's / subconsultant's property, machinery, and equipment from the **DEPARTMENT'S** right-of-way and shall restore those portions of the **DEPARTMENT'S** right-of-way disturbed or otherwise altered by the **PROJECT** to substantially the same condition that existed immediately prior to the commencement of the **PROJECT**, at the **AGENCY'S** sole cost and expense. The **AGENCY** shall notify the **DEPARTMENT** in writing that construction is complete. For all design work that originally required certification by a Professional Engineer or Landscape Architect, the notification shall contain a Responsible Professional's Certification of Compliance, signed and sealed by the Responsible Professional for the **PROJECT**. If the **DEPARTMENT** determines that the

construction is completed in accordance with the provisions of this **AGREEMENT**, the **DEPARTMENT** should issue a letter of final completion of construction to the **AGENCY** noting that it has fully met with the terms and conditions of this **AGREEMENT**.

10. If at any time after the **AGENCY** has assumed the landscaping installation or maintenance responsibility above-mentioned, it shall come to the attention of the **DEPARTMENT** that the limits or a part thereof is not properly installed or maintained pursuant to the terms of this **AGREEMENT**, the District Secretary or his designee may issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the **AGENCY** to place said **AGENCY** on notice thereof. Thereafter the **AGENCY** shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the **DEPARTMENT** may at its option, proceed as follows:
  - a. If installation is not completed pursuant to the terms of this **AGREEMENT**, the **DEPARTMENT** may complete the installation, with **DEPARTMENT** or Contractor's personnel, and deduct the reasonable cost thereof from the money otherwise due the **AGENCY** under this **AGREEMENT**.
  - b. If installation has been properly completed or if the **DEPARTMENT** elects not to complete the landscaping under (a) above, and maintenance by **AGENCY** is not in compliance with the terms of this **AGREEMENT**, the **DEPARTMENT** may take action to maintain the landscaping or a part thereof, with **DEPARTMENT** or Contractor's personnel and invoice the **AGENCY** for expenses incurred, or
  - c. The **DEPARTMENT** may terminate the **AGREEMENT**, in which case the **AGENCY** shall at its own expense and within sixty (60) days after written notice by the **DEPARTMENT**, remove all of the landscaping that the **DEPARTMENT** directs be removed and return the right-of-way to its original condition. The **AGENCY** will own such materials as it removes and the **DEPARTMENT** shall own any materials remaining. The **DEPARTMENT** may, in its discretion, remove, relocate or adjust the landscaping materials, with the **AGENCY** being responsible for the cost of any removal.

Upon **DEPARTMENT** action under one of the above options and upon direction of the **DEPARTMENT**, **AGENCY** shall cease installation and maintenance activities under this **AGREEMENT**.

11. It is understood between the Parties hereto that the landscaping covered by this **AGREEMENT** may be removed, relocated or adjusted by the **DEPARTMENT** at any time in the future as determined to be necessary by the **DEPARTMENT** in order that the state road be widened, altered or otherwise changed to meet with future criteria or planning of the **DEPARTMENT**. The **AGENCY** shall be given sixty (60) calendar days' notice to remove said landscaping after which time the **DEPARTMENT** may remove the same.
12. **AGENCY** may utilize its employees or third parties to accomplish its obligations under paragraphs 1-9; however, **AGENCY** remains responsible for proper performance under this **AGREEMENT** and shall take all steps necessary to ensure that its employees or third parties perform as required under this **AGREEMENT**.
13. The **DEPARTMENT** hereby agrees that, upon satisfaction of the conditions of paragraphs 14 and 15 of this **AGREEMENT**, the **DEPARTMENT** will pay the **AGENCY** the amount of **NINETY EIGHT THOUSAND AND EIGHT HUNDRED DOLLARS AND 00/100 CENTS (\$98,800.00)** as a grant pursuant to Section 339.2405(11), Florida Statutes. For purposes of this provision, the cost of such installation may only include costs which are allowed by Section 339.2405(11), Florida Statutes.
14. Payment shall be made to the **AGENCY** by the **DEPARTMENT** under the following conditions.

- a. This **AGREEMENT** has not been terminated.
  - b. Written certification of the completion of the installation and acceptance by the **AGENCY** is provided to the **DEPARTMENT**.
  - c. The Beautification Grant Coordinator has inspected and issued written approval of the work or has issued a written waiver of its inspection rights pursuant to this **AGREEMENT**.
  - d. A **DEPARTMENT** Landscape Architect has inspected the work and has issued a written determination that the **AGENCY** has completed the installation of the landscaping pursuant to the terms of this **AGREEMENT**. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, F.S. If the **DEPARTMENT** determines that the performance of the **AGENCY** is unsatisfactory, the **DEPARTMENT** shall notify the **AGENCY** of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the **DEPARTMENT**. The **AGENCY** shall, within five days after notice from the **DEPARTMENT**, provide the **DEPARTMENT** with a corrective action plan describing how the **AGENCY** will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract noncompliance. If the corrective action plan is unacceptable to the **DEPARTMENT**, the **AGENCY** shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the current billing period. The retainage shall be withheld until the **AGENCY** resolves the deficiency. If the deficiency is subsequently resolved, the **AGENCY** may bill the **DEPARTMENT** for the retained amount during the next billing period. If the **AGENCY** is unable to resolve the deficiency, the funds retained will be forfeited at the end of the **AGREEMENT'S** term.
15. Payment under paragraph 13 of this **AGREEMENT** is also subject to the following conditions.
- a. Proof of receipt and approval of goods and services must be available upon request by the **DEPARTMENT** or the State Comptroller pursuant to Section 215.42, Florida Statutes.
  - b. Invoices shall be submitted by the **AGENCY** in detail sufficient for a proper pre audit and post audit based on quantifiable, measurable and verifiable units of deliverables as established in Exhibit "E", which is the Scope of Services.

**Vendor's Rights.** The **AGENCY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt of a complete and accurate invoice, the **DEPARTMENT** has twenty (20) days to inspect and approve or reject the goods and services. The **DEPARTMENT** has 20 days to deliver a request for payment (voucher) to the Department of Financial Services ("DFS"). The 20 days are measured from the latter of the date the invoice is received or the goods and services are received, inspected, and approved.

If a payment is not available within forty (40) days after receipt of a complete and accurate invoice, a separate interest penalty at a rate established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the **AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **AGENCY** requests payment. Invoices that have to be returned to the **AGENCY** because of **AGENCY** preparation errors will result in delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.

A Vendor Ombudsman has been established within DFS. The duties of this individual include acting as an advocate for Agencies who may be experiencing problems in obtaining timely payment(s) from the **DEPARTMENT**. The Vendor Ombudsman may be

contacted at (850)413-5516.

- c. Records of costs incurred under terms of this **AGREEMENT** shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this **AGREEMENT** and for five (5) years after final payment for the work pursuant to this **AGREEMENT** is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred shall include the **AGENCY'S** general accounting records and **PROJECT** records, together with supporting documents and records of the **AGENCY** and all subcontractors performing work on the **PROJECT**, and all other records of the **AGENCY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of **PROJECT** costs.
16. The **AGENCY** agrees to include the following indemnification in all contracts with contractors, subcontractors, consultants, and subconsultants who perform work in connection with this **AGREEMENT**:

The contractor / subcontractor / consultant / subconsultant shall indemnify, defend, save and hold harmless the State of Florida, Department of Transportation and all of its officers, agents or employees from all suits, actions, claims, demands, liability of any nature whatsoever arising out of, because of, or due to any negligent act or occurrence of omission or commission of the contractor / subcontractor / consultant / subconsultant, its officers, agents or employees.
  17. The **AGENCY** shall carry or cause its contractor/subcontractor/consultant/subconsultant to carry and keep in force during the period of this **AGREEMENT** a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$1,000,000 per person and \$1,000,000 each occurrence, and property damage insurance of at least \$100,000 each occurrence, for the services to be rendered in accordance with this **AGREEMENT**. Additionally, the **AGENCY** or its contractor/subcontractor/consultant/subconsultant shall cause the **DEPARTMENT** to be an additional insured party on the policy or policies, and shall provide the **DEPARTMENT** with certificates documenting that the required insurance coverage is in place and effective. In addition to any other forms of insurance or bonds required under the terms of the **AGREEMENT**, when it includes construction within the limits of a railroad right-of-way, the **AGENCY** must provide or cause its contractor to obtain the appropriate rail permits and provide insurance coverage in accordance with Article 7-13 of the latest edition of the Department's Standard Specifications for Road and Bridge Construction.
  18. The **AGENCY** shall also carry or cause its contractor/subcontractor/consultant/subconsultant to carry and keep in force Worker's Compensation insurance as required by the State of Florida under the Worker's Compensation Law.
  19. When the **DEPARTMENT** receives a notice of claim for damages that may have been caused by the **AGENCY** in the performance of services pursuant to this **AGREEMENT**, the **DEPARTMENT** will immediately forward the claim to **AGENCY**, and the **DEPARTMENT** will evaluate the claim and report their findings to each other within seven working days and will jointly discuss options in defending the claim. After reviewing the claim, the **DEPARTMENT** will determine whether to require the participation of the **AGENCY** in the defense of the claim or to require that the **AGENCY** defend the **DEPARTMENT** in such claim pursuant to this section. The **DEPARTMENT's** failure to notify the **AGENCY** of a claim shall not release the **AGENCY** from any of the requirements of this section. The **DEPARTMENT** and the **AGENCY** will pay their own costs for the evaluation, settlement negotiations, and trial, if any. However, if only one Party participates in the defense of the claim at trial, that Party is responsible for all costs, but if the verdict determines that there is joint

responsibility, the costs and liability for damages will be shared in the same percentage as that judicially established.

20. This **AGREEMENT** is executed and entered into in the State of Florida and will be construed, performed, and enforced in all respects in strict conformity with local, state, and federal laws, rules, and regulations. Any and all litigation arising under this **AGREEMENT** shall be brought in a state court of appropriate jurisdiction in Leon County, Florida, applying Florida law.
21. If any term or provision of the **AGREEMENT** is found to be illegal or unenforceable, the remainder of the **AGREEMENT** will remain in full force and effect and such term or provision will be deemed stricken.
22. The **AGENCY** shall maintain and 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**. Failure by the **AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this **AGREEMENT** by the **DEPARTMENT**.
23. The **AGENCY** and the **DEPARTMENT** agree that the **AGENCY**, its employees, contractors, subcontractors, consultants, and subconsultants are not agents of the **DEPARTMENT** as a result of this **AGREEMENT**.
24. The **AGENCY** shall not cause any liens or encumbrances to attach to any portion of the **DEPARTMENT'S** right-of-way.
25. The **AGENCY** affirms that it is aware of the provisions of Section 287.133(2)(a), Florida Statutes. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty six (36) months from the date of being placed on the convicted vendor list. The **AGENCY** agrees that it shall not violate Section 287.133(2)(a), Florida Statutes, and further acknowledges and agrees that any conviction during the term of this **AGREEMENT** may result in the termination of this **AGREEMENT**.
26. The **DEPARTMENT** will consider the employment of unauthorized aliens, by any contractor or subcontractor, as described by Section 274A(e) of the Immigration and Nationalization Act, cause for termination of this **AGREEMENT**.
27. The **AGENCY** will not discriminate against any employee employed in the performance of this **AGREEMENT**, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. The **AGENCY** shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management. The **AGENCY** shall insert similar provisions in all contracts and subcontracts for services by this **AGREEMENT**.
28. The **AGENCY** affirms that it is aware of the provisions of Section 287.134(2)(a), Florida Statutes. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit

bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity. The **AGENCY** further agrees that it shall not violate Section 287.134(2)(a), Florida Statutes, and acknowledges and agrees that placement on the list during the term of this **AGREEMENT** may result in the termination of this **AGREEMENT**.

29. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than 1 year, the provisions of Section 339.135(6)(a), Florida Statutes, are hereby incorporated:

The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that such funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding 1 year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years; and this paragraph shall be incorporated verbatim in all contracts of the **DEPARTMENT** which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year.

30. The **DEPARTMENT** and the **AGENCY** acknowledge and agree to the following:
- a. The **AGENCY** shall 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 this **AGREEMENT**; and
  - b. The **AGENCY** shall expressly require any contractors and subcontractors performing work or providing services pursuant to this **AGREEMENT** to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the term of this **AGREEMENT**.
31. The Parties agree to comply with Section 20.055(5), Florida Statutes, and to incorporate in all subcontracts the obligations to comply with Section 20.055(5), Florida Statutes.
32. Each Party shall bear its own attorney's fees and costs.
33. There shall be no reimbursement for travel expenses under this **AGREEMENT**.
34. No delay or omission to exercise any right, power, or remedy accruing to either Party upon breach or default by either Party under this **AGREEMENT**, will impair any such right, power or remedy of either Party; nor will such delay or omission be construed as a waiver of any breach or default or any similar breach or default.
35. The **AGENCY** may not assign, sublicense, or otherwise transfer its rights, duties, or obligations under this **AGREEMENT** without the prior written consent of the **DEPARTMENT**. Any assignment, sublicense, or transfer occurring without the required prior written approval of the **DEPARTMENT**

will be null and void. The **DEPARTMENT** will at all times be entitled to assign or transfer its rights, duties, or obligations under this **AGREEMENT** to another governmental agency in the State of Florida, upon giving prior written notice to the **AGENCY**. In the event that the **DEPARTMENT** approves transfer of the **AGENCY'S** obligations, the **AGENCY** remains responsible for all work performed and all expenses incurred in connection with this **AGREEMENT**.

36. This **AGREEMENT** is binding upon and inures to the benefit of the Parties and their respective successors and assigns. Nothing in this **AGREEMENT** is intended to confer any rights, privileges, benefits, obligations, or remedies upon any other person or entity except as expressly provided for in this **AGREEMENT**.
37. No term or provision of this **AGREEMENT** shall be interpreted for or against any Party because that Party or that Party's legal representative drafted the provision.
38. This **AGREEMENT**, together with the attached exhibits and documents made a part by reference, embodies the entire agreement of the Parties. There are no provisions, terms, conditions, or obligations other than those contained in this **AGREEMENT**. This **AGREEMENT** supersedes all previous communication, representation, or agreement, either verbal or written, between the Parties. No amendment will be effective unless reduced to writing and signed by an authorized officer of the **AGENCY** and the authorized officer of the **DEPARTMENT** or his/her delegate.
39. The term of this **AGREEMENT** shall commence upon full execution of this **AGREEMENT** by both Parties and shall remain in full force and effect through the earlier of completion of services required or through June 30, 2019, unless terminated at an earlier date as provided in this **AGREEMENT**. The term of this **AGREEMENT** may be extended by mutual written agreement of the Parties for up to one five (5) year term.
40. The administration of resources awarded through the **DEPARTMENT** to the **AGENCY** by this **AGREEMENT** may be subject to audits and/or monitoring by the **DEPARTMENT**. The following requirements do not limit the authority of the **DEPARTMENT** to conduct or arrange for the conduct of additional audits or evaluations of state financial assistance or limit the authority of any state agency inspector general, the Auditor General, or any other state official. The **AGENCY** shall comply with all audit and audit reporting requirements as specified below.
  - a. In addition to reviews of audits conducted in accordance with Section 215.97, Florida Statutes, monitoring procedures to monitor the **AGENCY'S** use of state financial assistance may include but not be limited to on-site visits by **DEPARTMENT** staff and/or other procedures including, reviewing any required performance and financial reports, following up, ensuring corrective action, and issuing management decisions on weaknesses found through audits when those findings pertain to state financial assistance awarded through the **DEPARTMENT** by this **AGREEMENT**. By entering into this **AGREEMENT**, the **AGENCY** agrees to comply and cooperate fully with any monitoring procedures/processes deemed appropriate by the **DEPARTMENT**. The **AGENCY** further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the **DEPARTMENT**, the Department of Financial Services (DFS) or the Auditor General.
  - b. The **AGENCY**, a nonstate entity as defined by Section 215.97(2)(n), Florida Statutes, as a recipient of state financial assistance awarded by the **DEPARTMENT** through this **AGREEMENT** is subject to the following requirements:

- i. In the event the **AGENCY** meets the audit threshold requirements established by Section 215.97, Florida Statutes, the **AGENCY** must have a State single or project-specific audit conducted for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. **Exhibit "F"** to this **AGREEMENT** indicates state financial assistance awarded through the **DEPARTMENT** by this **AGREEMENT** needed by the **AGENCY** to further comply with the requirements of Section 215.97, Florida Statutes. In determining the state financial assistance expended in a fiscal year, the Recipient shall consider all sources of state financial assistance, including state financial assistance received from the **DEPARTMENT** by this **AGREEMENT**, other state agencies and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
- ii. In connection with the audit requirements, the **AGENCY** shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2)(e), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
- iii. In the event the **AGENCY** does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, the **AGENCY** is exempt for such fiscal year from the state single audit requirements of Section 215.97, Florida Statutes. However, the **AGENCY** must provide a single audit exemption statement to the **DEPARTMENT** at [FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us) no later than nine months after the end of the **AGENCY'S** audit period for each applicable audit year. In the event the **AGENCY** does not meet the audit threshold requirements established by Section 215.97, Florida Statutes, in a fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the **AGENCY'S** resources (i.e., the cost of such an audit must be paid from the **AGENCY'S** resources obtained from other than State entities).
- iv. In accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, copies of financial reporting packages required by this **AGREEMENT** shall be submitted to:

Florida Department of Transportation  
Office of Comptroller, MS 24  
605 Suwannee Street  
Tallahassee, FL 32399-0405  
[Email: FDOTSingleAudit@dot.state.fl.us](mailto:FDOTSingleAudit@dot.state.fl.us)

and

State of Florida Auditor General  
Local Government Audits/342  
111 West Madison Street, Room 401  
Tallahassee, FL 32399-1450  
[Email: flaud\\_gen\\_localgovt@aud.state.fl.us](mailto:flaud_gen_localgovt@aud.state.fl.us)

- v. Any copies of financial reporting packages, reports or other information required to be submitted to the **DEPARTMENT** shall be submitted timely in accordance with Section 215.97, Florida Statutes, and Chapters 10.550 (local governmental

entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

- vi. The **AGENCY**, when submitting financial reporting packages to the **DEPARTMENT** for audits done in accordance with Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date the reporting package was delivered to the **AGENCY** in correspondence accompanying the reporting package.
  - vii. Upon receipt, and within six months, the **DEPARTMENT** will review the **AGENCY'S** financial reporting package, including corrective action plans and management letters, to the extent necessary to determine whether timely and appropriate corrective action on all deficiencies has been taken pertaining to the state financial assistance provided through the **DEPARTMENT** by this **AGREEMENT**. If the **AGENCY** fails to have an audit conducted consistent with Section 215.97, Florida Statutes, the **DEPARTMENT** may take appropriate corrective action to enforce compliance.
  - viii. As a condition of receiving state financial assistance, the **AGENCY** shall permit the **DEPARTMENT**, or its designee, DFS or the Auditor General access to the **AGENCY'S** records including financial statements, the independent auditor's working papers and project records as necessary. Records related to unresolved audit findings, appeals or litigation shall be retained until the action is complete or the dispute is resolved.
- c. The **AGENCY** shall retain sufficient records demonstrating its compliance with the terms of this **AGREEMENT** for a period of five years from the date the audit report is issued and shall allow the **DEPARTMENT**, or its designee, DFS or the Auditor General access to such records upon request. The **AGENCY** shall ensure that the audit working papers are made available to the **DEPARTMENT**, or its designee, DFS or the Auditor General upon request for a period of five years from the date the audit report is issued unless extended in writing by the **DEPARTMENT**.

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**IN WITNESS WHEREOF**, the Parties hereto have caused these presents to be executed the day and year first above written.

**CITY OF PENSACOLA  
(AGENCY)**

**STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ By: \_\_\_\_\_  
**Mayor or Chairman** **District Secretary**

Attest: \_\_\_\_\_ (SEAL) Attest: \_\_\_\_\_ (SEAL)  
**Clerk/Director** **Executive Secretary**

\_\_\_\_\_  
**Legal Approval**

\_\_\_\_\_  
**Legal Approval**

Catalog of State Financial Assistance (CSFA) Number - 55003  
CSFA Title - Florida Highway Beautification Council  
Object Code — 750003  
Category — 088850

**Exhibit A  
Resolution**

## RESOLUTION 2019-02 CRA

### A RESOLUTION OF THE CITY OF PENSACOLA COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXECUTION OF A FLORIDA BEAUTIFICATION GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION

**WHEREAS**, the Florida Department of Transportation offers a competitive grant program, known as the "FDOT Beautification Grant Program," for the beautification of state transportation facilities through landscape improvements; and

**WHEREAS**, the City of Pensacola Community Redevelopment Agency (CRA) has an interest in constructing landscape improvements within the Garden Street corridor to support revitalization in accordance with the City's adopted Urban Core Community Redevelopment Area Plan; and

**WHEREAS**, in order that these improvements may be constructed to the fullest extent, the CRA has applied for and has been awarded a Beautification Grant;

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF PENSACOLA, FLORIDA THAT:**

Section 1. The City of Pensacola Community Redevelopment Agency hereby authorizes the CRA Chairperson to execute, and take all actions necessary to effectuate the provisions of, a Florida Beautification, Landscape Construction, and Maintenance Memorandum of Agreement with the Florida Department of Transportation.

Section 2. This Resolution shall take effect immediately upon its adoption by the Community Redevelopment Agency of the City of Pensacola, Florida.

**Adopted:** \_\_\_\_\_  
(Date)

**Approved:** \_\_\_\_\_  
CRA Chairperson

**ATTEST:** \_\_\_\_\_  
City Clerk

**RESOLUTION 2019-07**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF PENSACOLA AUTHORIZING THE EXECUTION OF A FLORIDA BEAUTIFICATION GRANT, LANDSCAPE CONSTRUCTION, AND MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION**

**WHEREAS**, the Florida Department of Transportation offers a competitive grant program, known as the "FDOT Beautification Grant Program," for the beautification of state transportation facilities through landscape improvements; and

**WHEREAS**, the City Council of the City of Pensacola has an interest in constructing landscape improvements within the Garden Street corridor to support revitalization in accordance with the City's adopted Urban Core Community Redevelopment Area Plan; and

**WHEREAS**, in order that these improvements may be constructed to the fullest extent, the City of Pensacola Community Redevelopment Agency has applied for and has been awarded a Beautification Grant;

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PENSACOLA, FLORIDA THAT:**

Section 1. The City Council of the City of Pensacola hereby authorizes the Mayor to execute, and take all actions necessary to effectuate the provisions of, a Beautification Grant Agreement, Landscape Construction and Maintenance Memorandum of Agreement with the Florida Department of Transportation.

Section 2. This Resolution shall take effect upon the fifth day after adoption, unless otherwise provided pursuant to Section 4.03(d) of the City Charter of the City of Pensacola, Florida.

**Adopted:** \_\_\_\_\_  
(Date)

**Approved:** \_\_\_\_\_  
President of City Council

**ATTEST:** \_\_\_\_\_  
City Clerk

**Exhibit B**  
**Landscape Concept/ Plans**



West end emphasis is grass lawns with borders of Liriope and Drift Rose



- A Street to Donelson**
- At Blue Star Highway Memorial sign trim existing boxwoods and add colorful ground cover
  - Remove 4 Sabal Palms, 1 Yucca, and all azaleas
  - Add 2 Crape Myrtles

- Coyle to DeVilliers**
- Remove 3 sabal palms
  - Remove all shrubs



Liriope masses in shade areas under trees to remain

- Reus to Spring**
- Remove 1 Crape Myrtle
  - Remove 3 Camelias
  - Limb up Camelia to remain
  - Remove damaged tree



Pine straw mulch in large shaded areas under existing trees.

- Spring to Baylen**
- Add trash receptacle at plaza with benches similar to those used in previous Pensacola projects
  - Add 1 Crape Myrtle

- Palafox to Jefferson**
- Remove Crape Myrtle
  - Remove 1 Pine
  - Add 1 Live Oak



Asian Jasmine and Liriope ground cover to edge grass lawns

- Tarragona to Alcaniz**
- Remove all shrubs
  - Remove 1 Crape Myrtle
  - Remove 1 Sabal Palm
  - Add 1 Crape Myrtle
  - Limb up Crape Myrtles in circular planter and paint base terra cotta



- Donelson to Coyle**
- Remove 3 damaged trees
  - Remove shrubs
  - Add border of liriope at base of fence around locomotive

- DeVilliers to Reus**
- Remove Pindo Palm
  - Remove 2 Crape Myrtles



**Project Limits: SR 30-Bus. US 98  
A Street to Alcaniz Street**

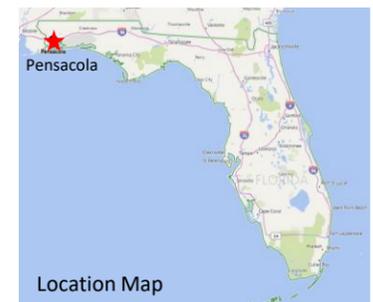


- Baylen to Palafox**
- Remove 3 Sabal Palms

- Jefferson to Tarragona**
- Remove 3 Sabal Palms
  - Remove 1 Crape Myrtle
  - Add 1 Live Oak

- General Notes**
- Evaluate and adjust existing irrigation, as needed, to provide full coverage
  - Remove all existing shrubs
  - Remove all palm trees
  - Evaluate existing grass to remain; use selective herbicide; and, sod remaining areas, as needed
  - Add large beds and bands of pine straw mulch in dense canopy areas where shade precludes grass lawns
  - Remove all vines and prune existing trees to remain under the direction of a certified arborist
  - Remove suckers from Crape Myrtles

- Landscape Palette**  
For ease of maintenance, plants selected are consistent with similar plants along the eastern end of Garden Street and other locations in Pensacola:
- Centiped Sod
  - Asian Jasmine
  - Liriope
  - Dwarf Yaupon Holly
  - Drift Roses
  - Dwarf Azaleas
  - Crape Myrtles
  - Live Oaks
  - Muhly Grass



**Concept Design Narrative**  
**Evaluation attributes indicated in the grant application are referenced by footnotes, in the order that they appear.\***

The Garden Street (SR 30-Business US 98) median beautification concept extends from A Street at the West to Alcaniz Street at its eastern limit. The existing landscape includes mature oaks, crape myrtles, elms, magnolias, and pines that provide a great base of materials for a median landscape that can be augmented<sup>1,2</sup> with the strategic placement of additional trees, shrubs, and groundcovers.<sup>7</sup> Existing trees that are dead, dying, damaged, or are in locations no longer appropriate, shall be removed.<sup>7</sup> All trees to remain shall be cleaned of vines, pruned and shaped under the direction of a certified arborist<sup>7,10</sup>. New trees, shrubs, and groundcover materials shall be selected for low maintenance<sup>2,3,8</sup> and to provide seasonal color and forms consistent for an urban median landscape<sup>1</sup>. For open visibility in line with the principles of CPTED, as well as with FDOT limit of clear sight criteria<sup>4</sup>, the design intent is to maintain an open form with low growing groundcover and shrubs, and with tree canopies that are maintained for sight visibility<sup>7</sup>. Existing irrigation will be evaluated and upgraded to provide full coverage to the landscape materials with specific intent to eliminate potential overspray onto paved areas.<sup>2,3,8</sup> To limit litter along the median<sup>5</sup>, a new trash receptacle will be installed near the existing benches between Spring and Reus Streets. Bedlines, planting areas, grassed lawn areas, and mulched spaces shall be designed to provide aesthetic forms that complement the existing tree groups.<sup>1,7</sup> Within the project limits, there are no outdoor advertising sign impacts.<sup>4</sup> Existing utilities within the medians will need to be located to assure conflicts do not occur with the new landscape and irrigation improvements.<sup>3</sup> The concept has been developed to emphasize the aesthetic attributes of the urban street median, with cost effectiveness<sup>2</sup> and low maintenance<sup>3,8</sup> criteria being considered in the plant palette selected<sup>9</sup>. The final design shall meet applicable FDOT and local street design criteria.<sup>4</sup> The City of Pensacola is committed to the success of this project and is providing in-kind contributions through their CRA.<sup>6,10</sup>

**Exhibit C**  
**Landscape Maintenance/ Continuing Maintenance**

Maintenance of the Project shall be conducted as follows:

- **Year 1:** Improved landscape shall be maintained for a period of one (1) year from Project completion by the contractor.
- **Year 2 & Forward:** Improved landscape shall be maintained by the City of Pensacola Community Redevelopment Agency (CRA) through the existing interlocal agreement with the City of Pensacola for maintenance of CRA improvement areas.

Irrigation shall be installed as a component of the Project. Maintenance shall include regular mowing, edging and trimming, blowing, raking, weed control, insect control, tree trimming/pruning, mulching, fertilization, and aeration, as appropriate. The CRA shall maintain water and electrical service within the Project area for irrigation purposes.

**Exhibit D**  
**Work Zone Traffic Control**

SHEET	CONTENTS
1	General Notes
2	Definitions Temporary Traffic Control Devices Pedestrian and Bicyclist Overhead Work Railroads Sight Distance Above Ground Hazard
3	Clear Zone Widths For Work Zones Superelevation Length Of Lane Closures Overweight/Oversize Vehicles Lane Widths High-Visibility Safety Apparel Regulatory Speeds In Work Zones
4	Flagger Control Survey Work Zones Signs
5	Work Zone Sign Supports
6	Project Information Sign
7	Commonly Used Warning and Regulatory Signs In Work Zones
8	Manholes/Crosswalks/Joints Truck Mounted Attenuators Removing Pavement Markings Signals Channelizing Devices Channelizing Devices Consistency Portable Changeable (Variable) Message Signs (PCMS) Advanced Warning Arrow Boards
9	Drop-Offs In Work Zones
10	Business Entrance Temporary Asphalt Separator
11	Channelizing Devices Notes Temporary Barrier Notes
12	Pavement Markings

**GENERAL NOTES:**

1. All projects and works on highways, roads and streets shall have a traffic control plan. All work shall be executed under the established plan and Department-approved procedures. This Index contains information specific to the Federal and State guidelines and standards for the preparation of traffic control plans and for the execution of traffic control in work zones, for construction and maintenance operations and utility work on highways, roads and streets on the State Highway System. Certain requirements in this Index are based on the high volume nature of State Highways. For highways, roads and streets off the State Highway System, the local agency (City/County) having jurisdiction may adopt requirements based on the minimum requirements provided in the MUTCD.
2. Indexes 102-601 through 102-670 are Department-specific typical applications of commonly encountered situations. Adjust device location or number thereof as recommended by the Worksite Traffic Supervisor and approved by the Engineer. Devices include, but are not limited to, Flaggers, portable temporary signals, signs, pavement markings, and channelizing devices. Comply with MUTCD or applicable Department criteria for any changes and document the reason for the change.
3. Except for emergencies, any road closure on State Highway System shall comply with Section 335.15, F.S.

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## DEFINITIONS

### Regulatory Speed (In Work Zones)

The maximum permitted travel speed posted for the work zone is indicated by the regulatory speed limit signs. The work zone speed must be shown or noted in the plans. This speed should be used as the minimum design speed to determine runoff lengths, departure rates, flare rates, lengths of need, clear zone widths, taper lengths, crash cushion requirements, marker spacings, superelevation and other similar features.

### Advisory Speed

The maximum recommended travel speed through a curve or a hazardous area.

### Travel Way

The portion of the roadway for the movement of vehicles. For traffic control through work zones, travel way may include the temporary use of shoulders and any other permanent or temporary surface intended for use as a lane for the movement of vehicular traffic.

- a. **Travel Lane:** The designated widths of roadway pavement marked to carry through traffic and to separate it from opposing traffic or traffic occupying other traffic lanes.
- b. **Auxiliary Lane:** The designated widths of roadway pavement marked to separate speed change, turning, passing and climbing maneuvers from through traffic.

### Detour, Lane Shift, and Diversion

A detour is the redirection of traffic onto another roadway to bypass the temporary traffic control zone. A lane shift is the redirection of traffic onto a different section of the permanent pavement. A diversion is the redirection of traffic onto a temporary roadway, usually adjacent to the permanent roadway and within the limits of the right of way.

### Aboveground Hazard

An aboveground hazard is any object, material or equipment other than traffic control devices that encroaches upon the travel way or that is located within the clear zone which does not meet the Department's safety criteria, i.e., anything that is greater than 4" in height and is firm and unyielding or doesn't meet breakaway requirements.

## TEMPORARY TRAFFIC CONTROL DEVICES

All temporary traffic control devices shall be ON the Department's Approved Products List (APL). Ensure the appropriate APL number is permanently marked on the device in a readily visible location.

All temporary traffic control devices shall be removed as soon as practical when they are no longer needed. When work is suspended for short periods of time, temporary traffic control devices that are no longer appropriate shall be removed or covered.

Arrow Boards, Portable Changeable Message Signs, Radar Speed Display Trailer, Portable Regulatory Signs, and any other trailer mounted device shall be delineated with a channelizing device placed at each corner when in use and shall be moved outside the travel way and clear zone or be shielded by a barrier or crash cushion when not in use.

## PEDESTRIAN AND BICYCLIST

When an existing pedestrian way or bicycle way is located within a traffic control work zone, accommodation must be maintained and provision for the disabled must be provided.

Only approved pedestrian longitudinal channelizing devices may be used to delineate a temporary traffic control zone pedestrian walkway.

Advanced notification of sidewalk closures and marked detours shall be provided by appropriate signs.

## OVERHEAD WORK

Work is only allowed over a traffic lane when one of the following options is used:

### OPTION 1 (OVERHEAD WORK USING A MODIFIED LANE CLOSURE)

Overhead work using a modified lane closure is allowed if all of the following conditions are met:

- a. Work operation is located in a signalized intersection and limited to signals, signs, lighting and utilities.
- b. Work operations are 60 minutes or less.
- c. Speed limit is 45 mph or less.
- d. Aerial lift equipment in the work area has high-intensity, rotating, flashing, oscillating, or strobe lights operating.
- e. Aerial lift equipment is placed directly below the work area to close the lane.
- f. Traffic control devices are placed in advance of the vehicle/equipment closing the lane using a minimum 100 foot taper.
- g. Volume or complexity of the roadway may dictate additional devices, signs, flagmen and/or a traffic control officer.

### OPTION 2 (OVERHEAD WORK ABOVE AN OPEN TRAFFIC LANE)

Overhead work above a open traffic lane is allowed if all of the following conditions are met:

- a. Work operation is located on a utility pole, light pole, signal pole, or their appurtenances.
- b. Work operations are 60 minutes or less.
- c. Speed limit is 45 mph or less.
- d. No encroachment by any part of the work activities and equipment within an area bounded by 2 feet outside the edge of travel way and 18 feet high.
- e. Aerial lift equipment in the work area has high-intensity, rotating, flashing, oscillating, or strobe lights operating.
- f. Volume or complexity of the roadway may dictate additional devices, signs, flagmen and/or a traffic control officer.
- g. Adequate precautions are taken to prevent parts, tools, equipment and other objects from falling into open lanes of traffic.
- h. Other Governmental Agencies, Rail facilities, or Codes may require a greater clearance. The greater clearance required prevails as the rule.

### OPTION 3 (OVERHEAD WORK ADJACENT TO AN OPEN TRAFFIC LANE)

Overhead work adjacent to an open traffic lane is allowed if all of the following conditions are met:

- a. Work operation is located on a utility pole, light pole, signal pole, or their appurtenances.
- b. Work operations are 1 day or less.
- c. Speed limit is 45 mph or less.
- d. No encroachment by any part of the work activities and equipment within 2 foot from the edge of travel way up to 18' height.  
Above 18' in height, no encroachment by any part of the work activities and equipment over the open traffic lane (except as allowed in Option 2 for work operations of 60 minutes or less).
- e. Aerial lift equipment in the work area has high-intensity, rotating, flashing, oscillating, or strobe lights operating.
- f. Volume or complexity of the roadway may dictate additional devices, signs, flagmen and/or a traffic control officer.
- g. Adequate precautions are taken to prevent parts, tools, equipment and other objects from falling into open lanes of traffic.
- h. Other Governmental Agencies, Rail facilities, or Codes may require a greater clearance. The greater clearance required prevails as the rule.

### OPTION 4 (OVERHEAD WORK MAINTAINING TRAFFIC WITH NO ENCROACHMENT BELOW THE OVERHEAD WORK AREA)

Traffic shall be detoured, shifted, diverted or paced as to not encroach in the area directly below the overhead work operations in accordance with the appropriate index drawing or detailed in the plans. This option applies to, but not limited to, the following construction activities:

- a. Beam, girder, segment, and bent/pier cap placement.
- b. Form and falsework placement and removal.
- c. Concrete placement.
- d. Railing construction located at edge of deck.
- e. Structure demolition.

### OPTION 5 (CONDUCTOR/CABLE PULLING ABOVE AN OPEN TRAFFIC LANE)

Overhead cable and/or de-energized conductor installations initial pull to proper tension shall be done in accordance with the appropriate Index or temporary traffic control plan.

Continuous pulling operations of secured cable and/or conductors are allowed over open lane(s) of traffic with no encroachment by any part of the work activities, materials or equipment within the minimal vertical clearance above the travel way. The utility shall take precautions to ensure that pull ropes and conductors/cables at no time fall below the minimum vertical clearance.

On Limited Access facilities, a site specific temporary traffic control plan is required. The temporary traffic control plan shall include:

- a. The temporary traffic control set up for the initial pulling of the pull rope across the roadway.
- b. During pulling operations, advance warning consisting of no less than a Changeable Message Sign upstream of the work area with alternating messages, "Overhead Work Ahead" and "Be Prepared to Stop" followed by a traffic control officer and police vehicle with blue lights flashing during the pulling operation.

## RAILROADS

Railroad crossings affected by a construction project should be evaluated for traffic controls to reduce queuing on the tracks. The evaluation should include as a minimum: traffic volumes, distance from the tracks to the intersections, lane closure or taper locations, signal timing, etc.

## SIGHT DISTANCE

Tapers: Transition tapers should be obvious to drivers. If restricted sight distance is a problem (e.g., a sharp vertical or horizontal curve), the taper should begin well in advance of the view obstruction. The beginning of tapers should not be hidden behind curves.

Intersections: Traffic control devices at intersections must provide sight distances for the road user to perceive potential conflicts and to traverse the intersection safely. Construction equipment and materials shall not restrict intersection sight distance.

## ABOVEGROUND HAZARD

Aboveground hazards (see definitions) are to be considered work areas during working hours and treated with appropriate work zone traffic control procedures. During nonworking hours, all objects, materials and equipment that constitute an aboveground hazard must be stored/placed outside the travel way and clear zone or be shielded by a barrier or crash cushion.

For aboveground hazards within a work zone the clear zone required should be based on the regulatory speed posted during construction.

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## CLEAR ZONE WIDTHS FOR WORK ZONES

The term 'clear zone' describes the unobstructed relatively flat area, impacted by construction, extending outward from the edge of the traffic lane. The table below gives clear zone widths in work zones for medians and roadside conditions other than for roadside canals; where roadside canals are present, clear zone widths are to conform with the distances to canals as described in the FDOT Design Manual 215.2.

CLEAR ZONE WIDTHS FOR WORK ZONES		
WORK ZONE SPEED (MPH)	TRAVEL LANES & MULTILANE RAMPS (feet)	AUXILIARY LANES & SINGLE LANE RAMPS (feet)
60-70	30	18
55	24	14
45-50	18	10
30-40	14	10
ALL SPEEDS CURB & GUTTER	4' BEHIND FACE OF CURB	4' BEHIND FACE OF CURB

## SUPERELEVATION

Horizontal curves constructed in conjunction with work zone traffic control should have the required superelevation applied to the design radii. Under conditions where normal crown controls curvature, the minimum radii that can be applied are listed in the table below.

MINIMUM RADII FOR NORMAL CROWN	
WORK ZONE POSTED SPEED	MINIMUM RADIUS
MPH	feet
70	4090
65	3130
60	2400
55	1840
50	1390
45	1080
40	820
35	610
30	430
Superelevate When Smaller Radii is Used	

## LENGTH OF LANE CLOSURES

For interstates and state highways with a posted speed of 55MPH or greater, lane closures must not exceed 3 miles (includes taper, buffer, and work zone) in any given direction and must not close two consecutive interchanges.

## OVERWEIGHT/OVERSIZE VEHICLES

Restrictions to Lane Widths, Heights or Load Capacity can greatly impact the movement of over dimensioned loads. The Contractor shall notify the Engineer who in turn shall notify the State Permits Office, phone no. (850) 410-5777, at least seven calendar days in advance of implementing a maintenance of traffic plan which will impact the flow of overweight/oversized vehicles. Information provided shall include location, type of restriction (height, width or weight) and restriction time frames. When the roadway is restored to normal service the State Permits Office shall be notified immediately.

## LANE WIDTHS

Lane widths of through roadways should be maintained through work zone travel ways wherever practical. The minimum widths for work zone travel lanes shall be as follows: 11' for Interstate with at least one 12' lane provided in each direction, unless formally excepted by the Federal Highway Administration; 11' for freeways; and 10' for all other facilities.

## HIGH-VISIBILITY SAFETY APPAREL

All high-visibility safety apparel shall meet the requirements of the International Safety Equipment Association (ISEA) and the American National Standards Institute (ANSI) for "High-Visibility Safety Apparel", and labeled as ANSI/ISEA 107-2004 or newer. The apparel background (outer) material color shall be either fluorescent orange-red or fluorescent yellow-green as defined by the standard. The retroreflective material shall be orange, yellow, white, silver, yellow-green, or a fluorescent version of these colors, and shall be visible at a minimum distance of 1,000 feet. Class 3 apparel may be substituted for Class 2 apparel. Replace apparel that is not visible at 1,000 feet.

**WORKERS:** All workers within the right-of-way shall wear ANSI/ISEA Class 2 apparel. Workers operating machinery or equipment in which loose clothing could become entangled during operation shall wear fitted high-visibility safety apparel. Workers inside the bucket of a bucket truck are not required to wear high-visibility safety apparel.

**UTILITIES:** When other industry apparel safety standards require utility workers to wear apparel that is inconsistent with FDOT requirements such as NFPA, OSHA, ANSI, etc., the other standards for apparel may prevail.

**FLAGGERS:** For daytime activities, Flaggers shall wear ANSI/ISEA Class 2 apparel. For nighttime activities, Flaggers shall wear ANSI/ISEA Class 3 apparel.

## REGULATORY SPEEDS IN WORK ZONES

Traffic Control Plans (TCP's) for all projects must include specific regulatory speeds for each phase of work. This can either be the posted speed or a reduced speed. The speed shall be noted in the TCPs; this includes indicating the existing speed if no reduction is to be made. Regulatory speeds are to be uniformly established through each phase.

In general, the regulatory speed should be established to route vehicles safely through the work zone as close as to normal highway speed as possible. The regulatory speed should not be reduced more than 10 mph below the posted speed and never below the minimum statutory speed for the class of facility. When a speed reduction greater than 10 mph is imposed, the reduction is to be done in 10 mph per 500' increments.

Temporary regulatory speed signs shall be removed as soon as the conditions requiring the reduced speed no longer exist. Once the work zone regulatory speeds are removed, the regulatory speed existing prior to construction will automatically go back into effect unless new speed limit signing is provided for in the plans.

On projects with interspaced work activities, speed reductions should be located in proximity to those activities which merit a reduced speed, and not "blanketed" for the entire project. At the departure of such activities, the normal highway speed should be posted to give the motorist notice that normal speed can be resumed.

If the existing regulatory speed is to be used, consideration should be given to supplementing the existing signs when the construction work zone is between existing regulatory speed signs. For projects where the reduced speed conditions exist for greater than 1 mile in rural areas (non-interstate) and on rural or urban interstate, additional regulatory speed signs are to be placed at no more than 1 mile intervals. Engineering judgement should be used in placement of the additional signs. Locating these signs beyond ramp entrances and beyond major intersections are examples of proper placement. For urban situations (non-interstate), additional speed signs are to be placed at a maximum of 1000' apart.

When field conditions warrant speed reductions different from those shown in the TCP the contractor may submit to the project engineer for approval by the Department, a signed and sealed study to justify the need for further reducing the posted speed, or, the engineer may request the District Traffic Operations Engineer (DTOE) to investigate the need. It will not be necessary for the DTOE to issue regulations for regulatory speeds in work zones due to the revised provisions of F.S. 316.07451(2) (b). Advisory Speed plates will be used at the option of the field engineer for temporary use while processing a request to change the regulatory speed specified in the plans when deemed necessary. Advisory speed plates cannot be used alone but must be placed below the construction warning sign for which the advisory speed is required.

For additional information, refer to the FDOT Design Manual 240.

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## FLAGGER CONTROL

Where flaggers are used, a FLAGGER symbol or legend sign must replace the WORKERS symbol or legend sign.

The flagger must be clearly visible to approaching traffic for a distance sufficient to permit proper response by the motorist to the flagging instructions, and to permit traffic to reduce speed or to stop as required before entering the work site. Flaggers shall be positioned to maintain maximum color contrast between the flagger's high-visibility safety apparel and equipment and the work area background.

### Hand-Signaling Devices

STOP/SLOW paddles are the primary hand-signaling device. The STOP/SLOW paddle shall have an octagonal shape on a rigid handle. If the STOP/SLOW paddle is placed on a rigid staff, the minimum length of the staff, measured from the bottom of the paddle to the end of the staff that rests on the ground, must not be less than 6 ft. STOP/SLOW paddles shall be at least 24 inches wide with letters at least 6 inches high and should be fabricated from light semirigid material. The background of the STOP face shall be red with white letters and border. The background of the SLOW face shall be orange with black letters and border. When used at night-time, the STOP/SLOW paddle shall be retroreflectorized.

Flag use is limited to immediate emergencies, intersections, and when working on the centerline or shared left turn lanes where two (2) flaggers are required and there is opposing traffic in the adjacent lanes. Flags, when used, shall be a minimum of 24 inches square, made of a good grade of red material, and securely fastened to a staff that is approximately 36 inches in length. When used at nighttime, flags shall be retroreflectorized red.

Flashlight, lantern or other lighted signal that will display a red warning light shall be used at night.

### Flagger Stations

Flagger stations shall be located far enough in advance of the work space so that approaching road users will have sufficient distance to stop before entering the work space. When used at nighttime, the flagger station shall be illuminated.

## SURVEY WORK ZONES

The SURVEY CREW AHEAD symbol or legend sign shall be the principal Advance Warning Sign used for Traffic Control Through Survey Work Zones and may replace the ROAD WORK AHEAD sign when lane closures occur, at the discretion of the Party Chief.

When Traffic Control Through Work Zones is being used for survey purposes only, the END ROAD WORK sign as called for on certain 102 Series of Indexes should be omitted.

## Survey Between Active Traffic Lanes or Shared Left Turn Lanes

The following provisions apply to Main Roadway Traffic Control Work Zones. These provisions must be adjusted by the Party Chief to fit roadway and traffic conditions when the Survey Work Zone includes intersections.

- (A) A STAY IN YOUR LANE (MOT-1-06) sign shall be added to the Advance Warning Sign sequence as the second most immediate sign from the work area.
- (B) Elevation Surveys-Cones may be used at the discretion of the Party Chief to protect prism holder and flagger(s). Cones, if used, may be placed at up to 50' intervals along the break line throughout the work zone.
- (C) Horizontal Control-With traffic flow in the same direction, cones shall be used to protect the backsight tripod and/or instrument. Cones shall be placed at the equipment, and up to 50' intervals for at least 200' towards the flow of traffic.
- (D) Horizontal Control-With traffic flow in opposite directions, cones shall be used to protect the backsight tripod and/or instrument. Cones shall be placed at the equipment, and up to 50' intervals for at least 200' in both directions towards the flow of traffic.

## SIGNS

### SIGN MATERIALS

Mesh signs and non-retroreflective vinyl signs may only be used for daylight operations. Non-retroreflective vinyl signs must meet the requirements of Specifications Section 994.

Retroreflective vinyl signs meeting the requirements of Specification Section 994 may be used for daylight or night operations not to exceed 1 day except as noted in the Indexes.

Rigid or Lightweight sign panels may be used in accordance with the vendor APL drawing for the sign stand to which they are attached.

### INTERSECTING ROAD SIGNING

Signing for the control of traffic entering and leaving work zones by way of intersecting crossroads shall be adequate to make drivers aware of work zone conditions. When Work operations exceed 60 minutes, place the ROAD WORK AHEAD sign on the side street entering the work zone.

### ADJOINING AND/OR OVERLAPPING WORK ZONE SIGNING

Adjoining work zones may not have sufficient spacing for standard placement of signs and other traffic control devices in their advance warning areas or in some cases other areas within their traffic control zones. Where such restraints or conflicts occur or are likely to occur, one of the following methods will be employed to avoid conflicts and prevent conditions that could lead to misunderstanding on the part of the traveling public as to the intended travel way by the traffic control procedure applied:

- (A) For scheduled projects the engineer in responsible charge of project design will resolve anticipated work zone conflicts during the development of the project traffic control plan. This may entail revision of plans on preceding projects and coordination of plans on concurrent projects.
- (B) Unanticipated conflicts arising between adjoining in progress highway construction projects will be resolved by the Resident Engineer for projects under his residency, and, by the District Construction Engineer for in progress projects under adjoining residencies.
- (C) The District Maintenance Engineer will resolve anticipated and occurring conflicts within scheduled maintenance operations.
- (D) The Unit Maintenance Engineer will resolve conflicts that occur within routine maintenance works; between routine maintenance work, unscheduled work and/or permitted work; and, between unit controlled maintenance works and highway construction projects.

## SIGN COVERING AND INTERMITTENT WORK STOPPAGE SIGNING

Existing or temporary traffic control signs that are no longer applicable or are inconsistent with intended travel paths shall be removed or fully covered.

Sign blanks or other available coverings must completely cover the existing sign. Rigid sign coverings shall be the same size as the sign it is covering, and bolted in a manner to prevent movement.

Sign covers are incidental to work operations and are not paid for separately.

### SIGNING FOR DETOURS, LANE SHIFTS AND DIVERSIONS

Detours should be signed clearly over their entire length so that motorists can easily determine how to return to the original roadway. The reverse curve (W1-4) warning sign should be used for the advanced warning for a lane shift. A diversion should be signed as a lane shift.

### EXTENDED DISTANCE ADVANCE WARNING SIGN

Advance Warning Signs shall be used at extended distance of one-half mile or more when limited sight distance or the nature of the obstruction may require a motorist to bring their vehicle to a stop. Extended distance Advanced Warning Signs may be required on any type roadway, but particularly be considered on multilane divided highways where vehicle speed is generally in the higher range (45 MPH or more).

### UTILITY WORK AHEAD SIGN

The UTILITY WORK AHEAD (W21-7) sign may be used as an alternate to the ROAD WORK AHEAD or the ROAD WORK XX FT (W20-1) sign for utility operations on or adjacent to a highway.

### LENGTH OF ROAD WORK SIGN

The length of road work sign (G20-1) bearing the legend ROAD WORK NEXT \_\_\_\_\_ MILES is required for all projects of more than 2 miles in length. The number of miles entered should be rounded up to the nearest mile. The sign shall be located at begin construction points.

### SPEEDING FINES DOUBLED WHEN WORKERS PRESENT SIGN

The SPEEDING FINES DOUBLED WHEN WORKERS PRESENT sign should be installed on all projects, but may be omitted if the work operation is less than 1 day. The placement should be 500 feet beyond the ROAD WORK AHEAD sign or midway to the next sign whichever is less.

### GROOVED PAVEMENT AHEAD SIGN

The GROOVED PAVEMENT AHEAD sign is required 500 feet in advance of a milled or grooved surface open to traffic. The W8-15P placard shall be used in conjunction with the GROOVED PAVEMENT AHEAD sign.

### END ROAD WORK SIGN

The END ROAD WORK sign (G20-2) should be installed on all projects, but may be omitted where the work operation is less than 1 day. The sign should be placed approximately 500 feet beyond the end of a construction or maintenance project unless other distance is called for in the plans. When other Construction or Maintenance Operations occur within 1 mile this sign should be omitted and signing coordinated in accordance with Index 102-600, ADJOINING AND/OR OVERLAPPING WORK ZONE SIGNING.

### PROJECT INFORMATION SIGN

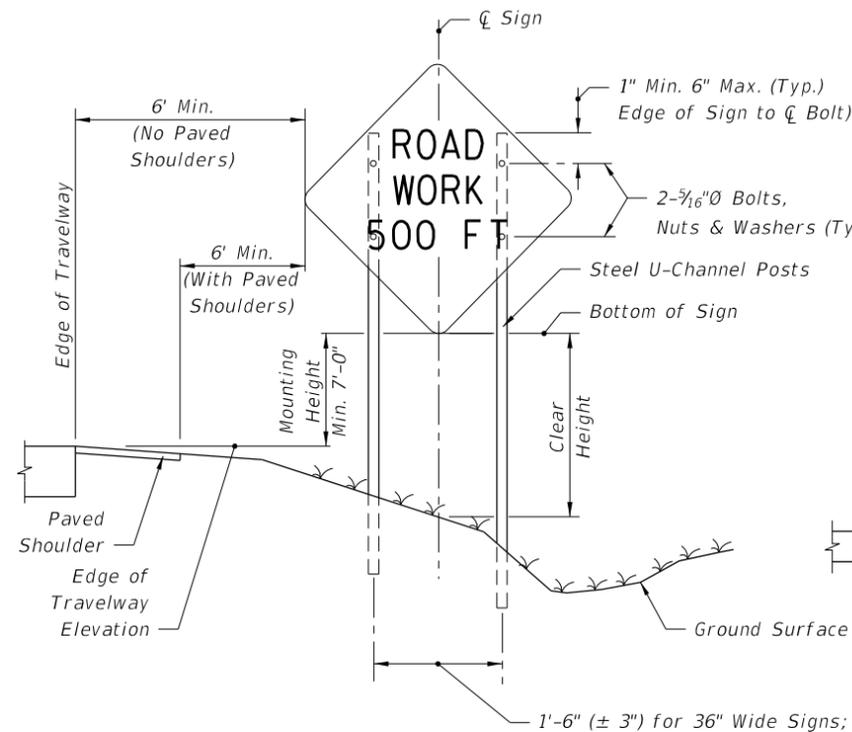
The Project information sign shall be installed when called for in the plans.

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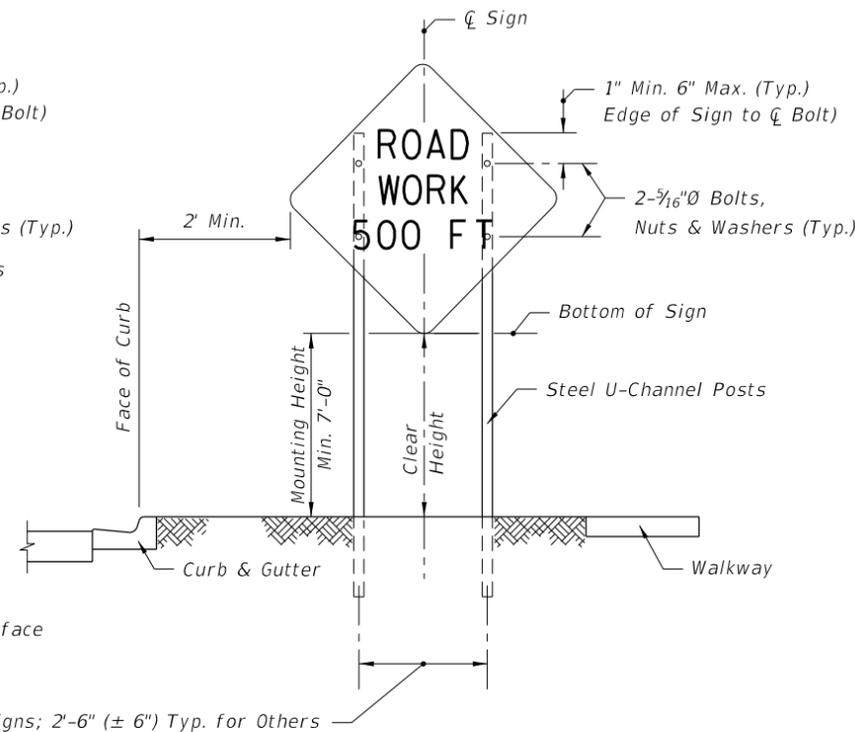
LAST REVISION 11/01/17	REVISION	DESCRIPTION:	 <b>FY 2019-20</b> <b>STANDARD PLANS</b>	<b>GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES</b>	INDEX <b>102-600</b>	SHEET <b>4 of 12</b>
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**TEMPORARY SIGN SUPPORT NOTES:**

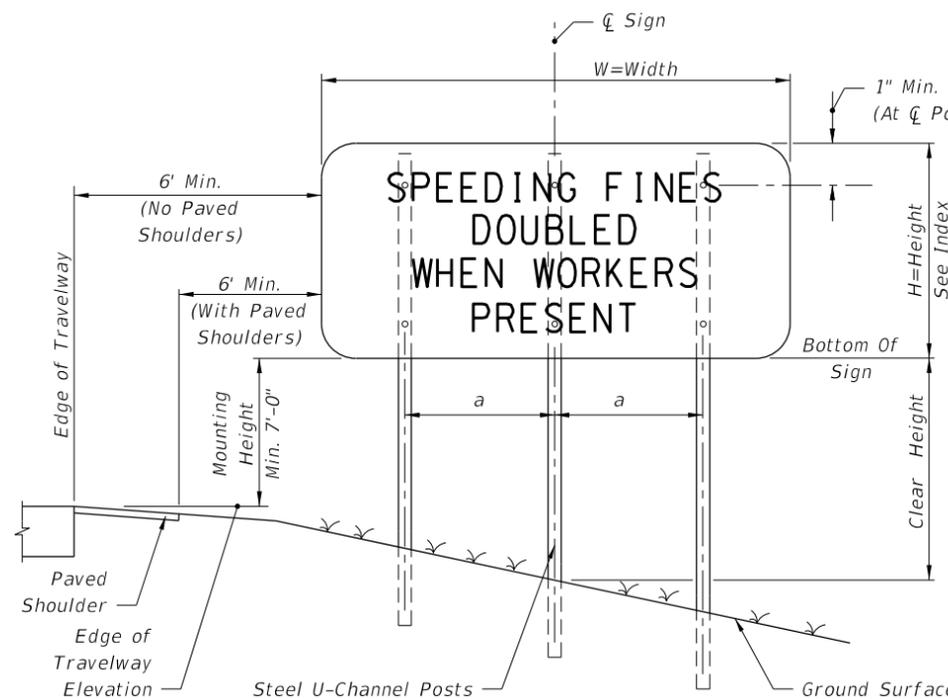
- All signs shall be post mounted when work operations exceed one day except for:
  - Road closure signs mounted in accordance with the vendor drawing for the Type III Barricade shown on the APL.
  - Pedestrian advanced warning or pedestrian regulatory signs mounted on sign supports in accordance with the vendor drawing shown on the APL.
  - Median barrier mounted signs per Index 700-013.
- Unless shielded with barrier or outside of the Clear Zone, signs mounted on temporary supports or barricades, and barricade/sign combination must be crashworthy in accordance with NCHRP 350 requirements and included on the Approved Products List (APL).
- Use only approved systems listed on the Department's Approved Products List (APL).
- Manufacturers seeking approval of U-Channel and steel square tube sign support assemblies for inclusion on the Approved Products List (APL) must submit a APL application, design calculations (for square tube only), and detailed drawings showing the product meets all the requirements of this Index.
- Provide 3 lb/ft Steel U-Channel Posts with a minimum section modulus of 0.43 in<sup>3</sup> for 60 ksi steel, a minimum section modulus of 0.37 in<sup>3</sup> for 70 ksi steel, or a minimum section modulus of 0.34 in<sup>3</sup> for 80 ksi steel.
- Provide 4 lb/ft Steel U-Channel Posts with a minimum section modulus of 0.56 in<sup>3</sup> for 60 ksi steel, or a minimum section modulus of 0.47 in<sup>3</sup> for 70 ksi or 80 ksi steel.
- U-channel posts shall conform with ASTM A 499, Grade 60, or ASTM A 576, Grade 1080 (with a minimum yield strength of 60 ksi). Square tube posts shall conform with ASTM A 653, Grade 50, or ASTM A 1011, Grade 50.
- Sign attachment bolts, washers, nuts, and spacers shall conform with ASTM A307 or A 36.
- For diamond warning signs with supplement plaque (up to 5 ft<sup>2</sup> in area), use 4 lb/ft posts for up to 10 ft Clear Height (measure to the bottom of diamond warning sign).
- Install 4 lb/ft Steel U-Channel Posts with approved breakaway splice in accordance with the manufacturer's detail shown on the APL.
- The contractor may install 3 lb/ft Steel U-Channel Posts with approved breakaway splice in accordance with the manufacturer's detail shown on the APL.
- Install all posts plumb.
- The contractor may set posts in preformed holes to the specified depth with suitable backfill tamped securely on all sides, or drive 3 lb/ft sign posts and any size base post in accordance with the manufacturer's detail shown on the APL.



**2 POST SIGN SUPPORT MOUNTING DETAILS  
(SINGLE POST SIMILAR)  
RURAL**

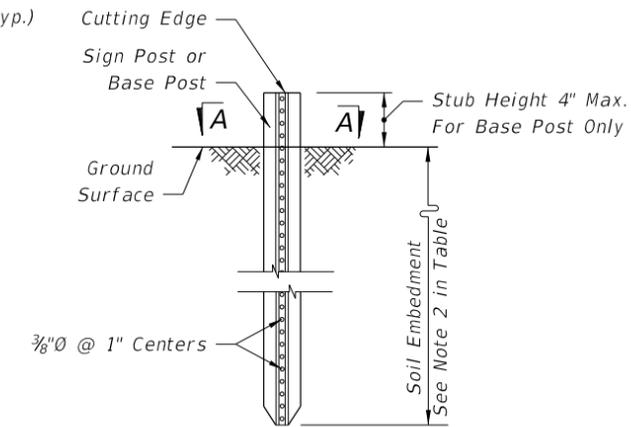


**2 POST SIGN SUPPORT MOUNTING DETAILS  
(SINGLE POST SIMILAR)  
URBAN**



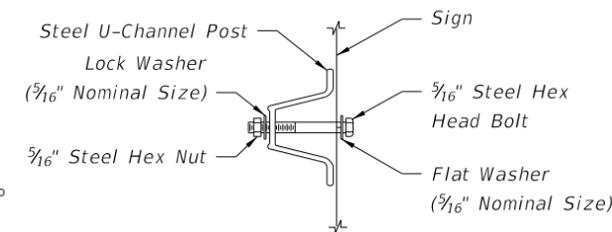
**3 POST SIGN SUPPORT MOUNTING DETAILS**

Where  $W = 48"$ :  $a = 1' - 4\frac{1}{2}" (\pm 1")$   
 $W = 60"$ :  $a = 1' - 9" (\pm 1")$   
 $W = 72"$ :  $a = 2' - 1" (\pm 1")$



**TYPICAL FOUNDATION DETAIL**

See APL for post, splice and connection details.  
No bolts installed closer than 1" to cutting edge.



**SECTION A-A  
(SCHEMATIC)**

**SIGN ATTACHMENT DETAIL  
(WITHOUT Z-BRACKET)**

POST AND FOUNDATION TABLE FOR WORK ZONE SIGNS		
SIGN SHAPE	SIGN SIZE (inches)	NUMBER OF STEEL U CHANNEL POSTS
Octagon	30x30	1
	36x36x36	1
	48x48x48	1
Triangle	60x60x60	2
	24x18	1
	24x30	1
Rectangle (W x H)	30x24	1
	36x18	1
	36x24	1
	48x18	1
	48x24	1
	36x48	2
	48x30	2
	48x36	2
	54x36	2
	48x60	3
	60x54	3
	72x48	3
	120x60*	4*
Square	30x30	1
	36x36	2
	48x48	2
Diamond (See Note 7)	48x48	2
Circle	360	2

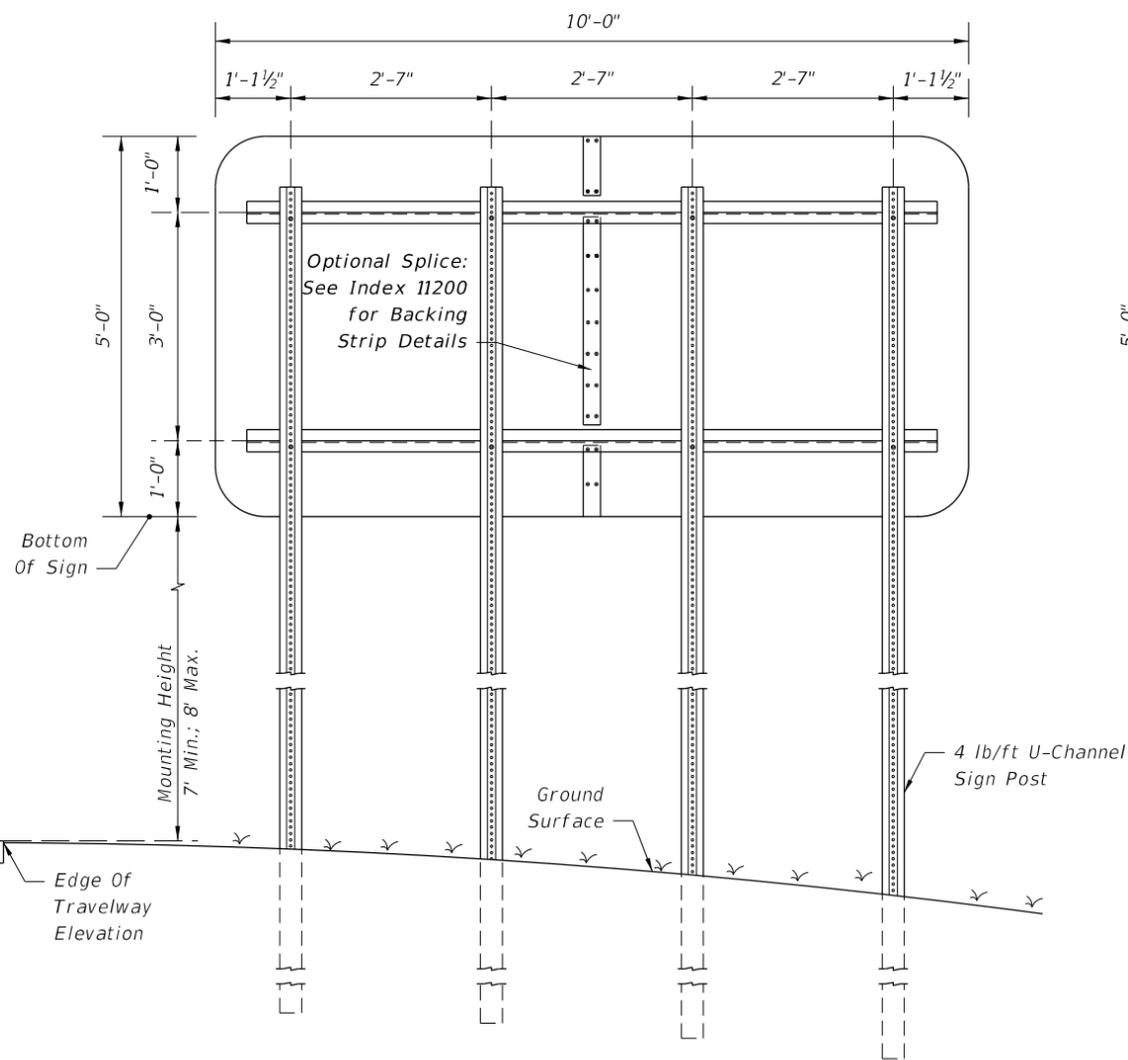
Notes For Table:

- Use 3 lb/ft posts for Clear Height up to 10' and 4 lb/ft posts for Clear Height up to 12'.
- \* Use 4 lb/ft U-channel sign post with a mounting height of 7' min. and 8' max. Attach sign panel using Z-bracket detail on Sheet 6.
- Minimum foundation depth is 4.0' for 3 lb/ft posts and 4.5' for 4 lb/ft posts.
- For both 3 lb/ft and 4 lb/ft base or sign posts installed in rock, a minimum cumulative depth of 2' of rock layer is required.
- The soil plate as shown on the APL vendor drawing is not required for base posts or sign posts installed in existing rock (as defined in Note 3), asphalt roadway, shoulder pavement or soil under sidewalk.

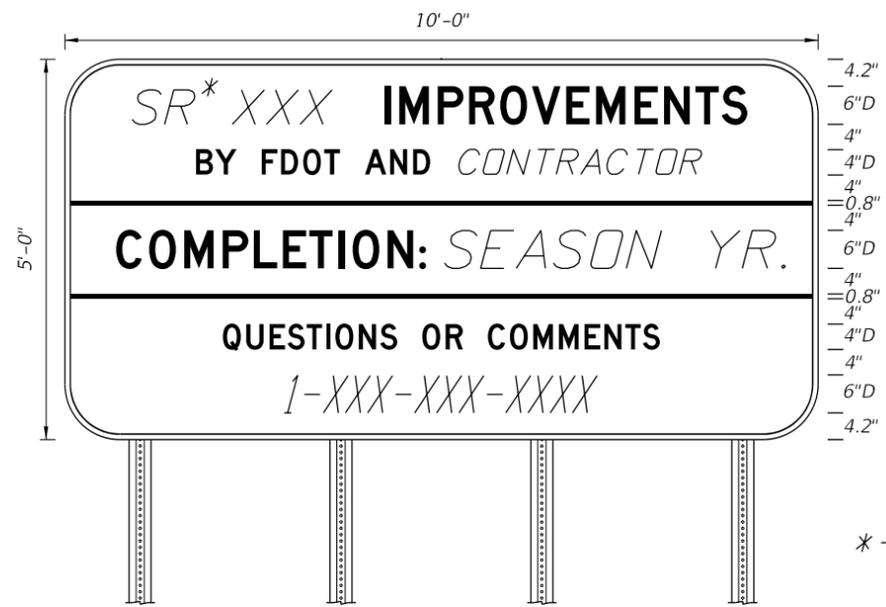
**WORK ZONE SIGN SUPPORTS**

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11/01/18	

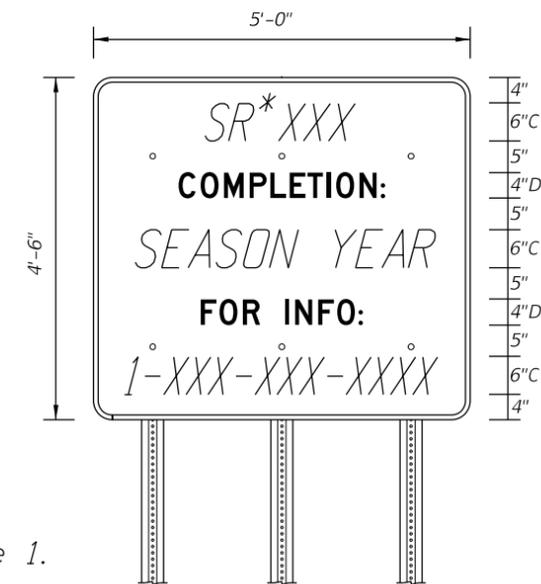


4 POST SIGN SUPPORT MOUNTING DETAIL



BORDER 10'-0" x 5'-0"  
 R=8" 8" Radii  
 TH=0.25" 4" and 6" series D Legend  
 IN=0.75" Blue Background  
 White Legend and Border

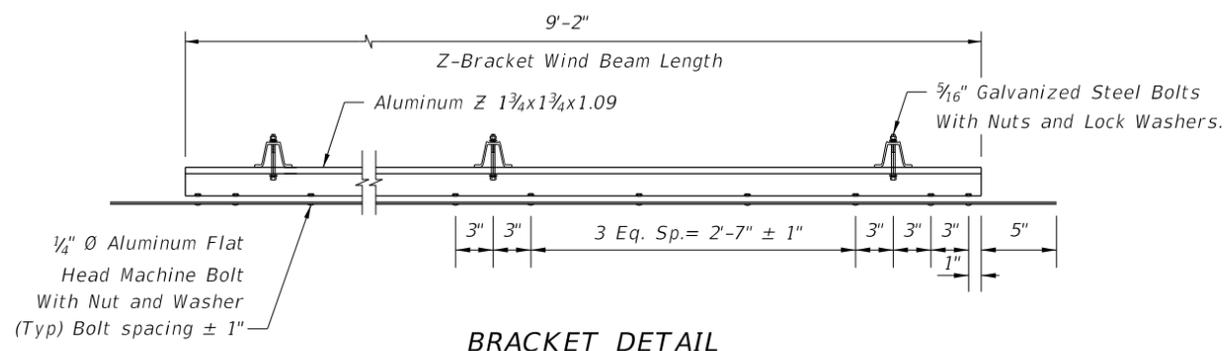
PROJECT INFORMATION SIGN DETAIL  
 50 MPH OR GREATER  
 Use SIGN ATTACHMENT DETAIL  
 (WITH Z-BRACKET).



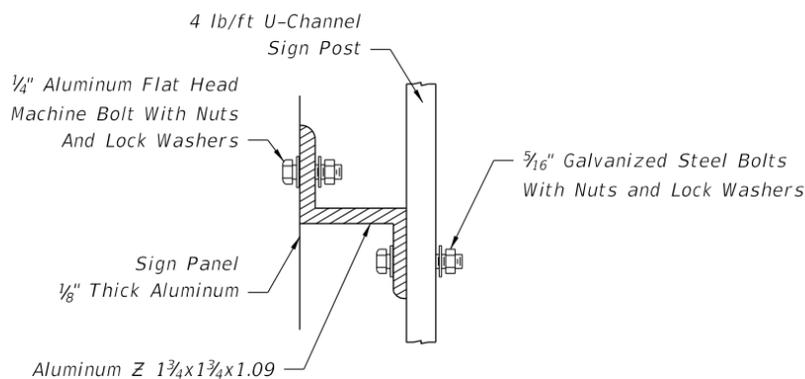
BORDER 5'-0" x 4'-6"  
 R=3" 3" Radii  
 TH=0.25" 4" series D Legend and  
 6" series C Legend  
 IN=0.75" Blue Background  
 White Legend and Border

PROJECT INFORMATION SIGN DETAIL  
 45 MPH OR LESS  
 Use SIGN ATTACHMENT DETAIL  
 (WITHOUT Z-BRACKET)  
 On Sheet 5.

\*-See Note 1.



BRACKET DETAIL



SIGN ATTACHMENT DETAIL  
 (WITH Z-BRACKET)

PROJECT INFORMATION SIGN NOTES:

1. Road designation should be the most common designation (i.e. I-Interstate, SR-State Road or US.)
2. Italic text on signs indicate variable information specific to the project.
3. See Sheet 5 for Typical Foundation Details and Post and Foundations Table.

PROJECT INFORMATION SIGN

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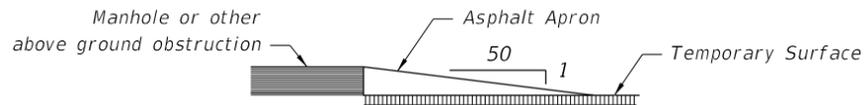
E5-2 B/O	E5-2a B/O	G20-1 B/O	G20-2 B/O	G20-4 B/O	M4-8 B/O	M4-8A B/O	M4-9L B/O	M4-9R B/O	M4-10L O/B	M4-10R O/B	OM-3R B/Y	R1-1 W/R	R1-2 RW/R	R2-1 B/W	R4-1 B/W	R4-2 B/W	R4-5 B/W	R4-7 B/W	R4-8 B/W	R4-7AL B/W
R4-7AR B/W	R4-7BL B/W	R4-7BR B/W	R5-1 WR/W	R9-8 B/W	R9-9 B/W	R9-10 B/W	R9-11 B/W	R9-11a B/W	R11-2 B/W	W1-1R B/O	W1-2R B/O	W1-3R B/O	W1-4R B/O	W1-4b B/O	W1-4c B/O	W1-6 B/O	W1-7 B/O	W1-8 B/O	W3-1 RB/O	W3-2 RB/O
W3-3 B(RYG)/O	W3-4 B/O	W3-5 B/O	W4-1 B/O	W4-2 B/O	W5-1 B/O	W5-2 B/O	W5-3 B/O	W6-1 B/O	W6-2 B/O	W6-3 B/O	W8-1 B/O	W8-2 B/O	W8-3 B/O	W8-4 B/O	W8-5 B/O	W8-6 B/O	W8-7 B/O	W8-8 B/O	W8-9 B/O	W8-9a B/O
W8-11 B/O	W9-1L B/O	W9-1R B/O	W9-2L B/O	W9-2R B/O	W10-1 B/Y	W11-2 B/O	W12-1 B/O	W12-2 B/O	W13-1 B/O	W20-1A B/O	W20-1B B/O	W20-1C B/O	W20-1D B/O	W20-1E B/O	W20-1F B/O	W20-2A B/O	W20-2B B/O	W20-2C B/O	W20-2D B/O	W20-2E B/O
W20-3 B/O	W20-4 B/O	W20-5a B/O	W20-5L B/O	W20-5R B/O	W20-5C B/O	W20-7A B/O	W20-7 B/O	W21-1A B/O	W21-1 B/O	W21-5 B/O	W21-5a B/O	W21-6 B/O	W21-7 B/O	W8-15P B/O						
W22-1 B/O	W22-2 B/O	W22-3 B/O																		
																		<p><b>Notes:</b></p> <ol style="list-style-type: none"> <li>The size of diamond shaped Temporary Traffic Control (TTC) warning signs shall be a minimum of 48" X 48".</li> <li>Fluorescent orange shall be used for all orange colored work zone signs.</li> <li>The sign shields, symbols and messages contained on this sheet are provided for ready reference to those signs used in the development of the 102 Series of Indexes and are commonly used in the development of traffic control plans. For additional signs and sign detail information refer to the STANDARD HIGHWAY SIGNS MANUAL as specified in the MUTCD. Special signs for traffic control plans will be as approved by the State Traffic Plans Engineer.</li> </ol> <p>The sign codes shown on this sheet are for the purpose of identifying cell names found in the Traffic Control Cell Library (TCZ.Cel).</p> <p>The STANDARD HIGHWAY SIGNS MANUAL should be referenced for the official sign codes for use in the development of traffic control plans.</p> <p>See Index 700-102 for MOT sign details.</p>		
																		<p><b>COLOR CODES</b> Legend and/or Symbol Background</p> <p>O-Orange (Reflectorized)      R-Red (Reflectorized)        B-Black (Non-Reflectorized)      Y-Yellow (Reflectorized)        W-White (Reflectorized)      G-Green (Reflectorized)</p>		
MOT-1-06 B/O	MOT-4-06 B/O	MOT-5-06 B/O	MOT-7-06 B/O	MOT-8-06 B/O	MOT-9-06 B/O	MOT-10-06 B/O	MOT-11-06 BLUE/W	MOT-12-06R B/W	MOT-12-06L B/W	MOT-13-06 (Limited access facilities)	MOT-14-06 (All other facilities)	MOT-15-06 B/O	MOT-16-06 B/O	MOT-17-06 B/O	MOT-18-10 B/O					

COMMONLY USED WARNING AND REGULATORY SIGNS IN WORK ZONES

## MANHOLES/CROSSWALKS/JOINTS

Manholes extending 1" or more above the travel lane and crosswalks having an uneven surface greater than 1/4" shall have a temporary asphalt apron constructed as shown in the diagram below.

All transverse joints that have a difference in elevation of 1" or more shall have a temporary asphalt apron constructed as shown in the diagram below.



The apron is to be removed prior to constructing the next lift of asphalt. The cost of the temporary asphalt shall be included in the contract unit price for Maintenance of Traffic, LS.

## REMOVING PAVEMENT MARKINGS

Existing pavement markings that conflict with temporary work zone delineation shall be removed by any method approved by the Engineer, where operations exceed one daylight period. Remove conflicting pavement marking using a method that will not damage the surface texture of the pavement, unless the pavement will be restored prior to traffic use. Painting over existing pavement markings with black paint or spraying with asphalt shall not be accepted as substitute for removal or obliteration. Full pavement width overlays of either a structural or friction course (non-final surface) are an acceptable alternate means to achieve removal.

## SIGNALS

Existing traffic signal operations that require modification in order to carry out work zone traffic control shall be included in the TCP and be approved by the District Traffic Operations Engineer.

Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the Contract and require restoration of any loss of detection within 12 hours. The contractor shall select only detection technology listed on the Department's Approved Products List (APL) and approved by the Engineer to restore detection capabilities.

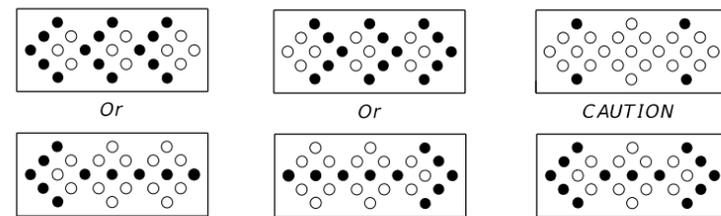
## ADVANCE WARNING ARROW BOARDS

An arrow board in the arrow or chevron mode shall be used only for stationary or moving lane closures on multilane roadways.

For shoulder work, blocking the shoulder, for roadside work near the shoulder, or for temporarily closing one lane on a two-lane, two-way roadway, an arrow board shall be used only in the caution mode.

A single arrow board shall not be used to merge traffic laterally more than one lane. When arrow boards are used to close multiple lanes, a single board shall be used at the merging taper for each closed lane.

When Advance Warning Arrow Boards are used at night, the intensity of the flashers shall be reduced during darkness when lower intensities are desirable.



MOVE/MERGE LEFT

MOVE/MERGE RIGHT

MOVE/MERGE RIGHT  
OR LEFT

- Minimum Required Lamps
- Additional Lamps Allowed

### MODES

## PORTABLE CHANGEABLE MESSAGE SIGNS (PCMS)

The PCMS can be used to:

1. Supplement standard signing in construction or maintenance work zones.
2. Reinforce static advance warning messages.
3. Provide motorists with updated guidance information.

PCMS should be placed approx. 500 to 800 feet in advance of the work zone conflicts or 0.5 to 2 miles in advance of complex traffic control schemes which require new and/or unusual traffic maneuvers.

If PCMS are to be used at night, the intensity of the flashers shall be reduced during darkness when lower intensities are desirable.

For additional information refer to the FDOT Design Manual 240.

## TRUCK/TRAILER-MOUNTED ATTENUATORS

Truck/Trailer-mounted attenuators (TMA) can be used for moving operations and short-term stationary operations. For moving operations, see Indexes 102-607 and 102-619. For short-term, stationary operations, see Part VI of the MUTCD.

## CHANNELIZING DEVICES

Channelizing devices for work zone traffic control shall be as prescribed in Part VI of the MUTCD, subject to supplemental revisions provided in the contract documents and the 102 Series of Indexes. Lighting Devices must not be used to supplement channelization.

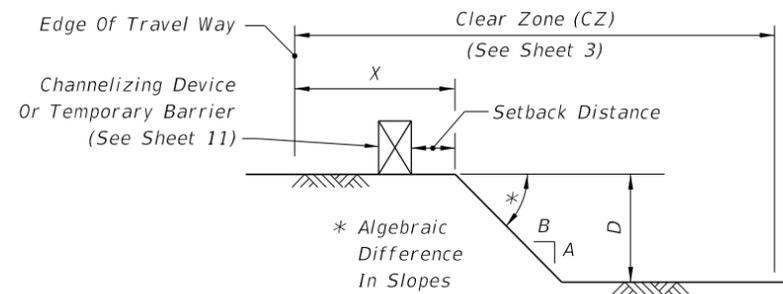
## CHANNELIZING DEVICE CONSISTENCY

Barricades, vertical panels, cones, tubular markers and drums shall not be intermixed within either the lateral transition or within the tangent alignment.

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**DROP-OFF CONDITION NOTES**

1. These conditions and treatments can be applied only in work areas that fall within a properly signed work zone.
2. When drop-offs occur within the clear zone due to construction or maintenance activities, protection devices are required (See Table 1). A drop-off is defined as a drop in elevation, parallel to the adjacent travel lanes, greater than 3" with slope (A:B) steeper than 1:4. In superelevated sections, the algebraic difference in slopes should not exceed 0.25 (See Drop-off Condition Detail).
3. Drop-offs may be mitigated by placement of slopes with optional base material per Specifications Section 285. Slopes shallower than 1:4 may be required to avoid algebraic difference in slopes greater than 0.25. Include the cost for the placement and removal of the material in Maintenance of Traffic, LSD. Use of this treatment in lieu of a temporary barrier is not eligible for CSIP consideration. Conduct daily inspections for deficiencies related to erosion, excessive slopes, rutting or other adverse conditions. Repair any deficiencies immediately.
4. For Setback Distance, refer to the Index or Approved Products List (APL) drawing of the selected barrier.
5. For Conditions 1 and 3 provided in Table 1, an isolated drop-off condition less than 100 feet in length that is created and restored within the same work period will not be subject to the use of temporary barriers; however, channelizing devices will be required.
6. When permanent curb heights are  $\geq 6"$ , no channelizing device will be required. For curb heights  $< 6"$ , see Table 1.



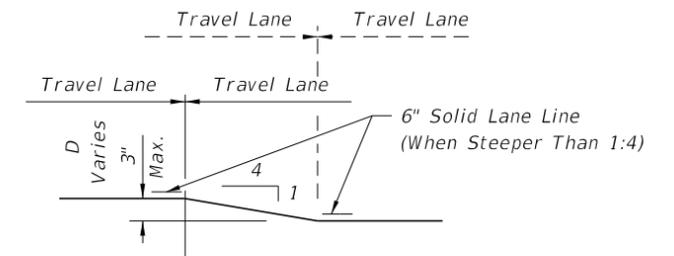
**DROP-OFF CONDITION DETAIL**

**Table 1  
Drop-off Protection Requirements**

Condition	X (ft)	D (in.)	Device Required
1	0-12	> 3	Temporary Barrier
2	> 12-CZ	> 3 to $\leq 5$	Channelizing Device
3	0-CZ	> 5	Temporary Barrier
4	Removal of Bridge or Retaining Wall Barrier		Temporary Barrier
5	Removal of portions of Bridge Deck		Temporary Barrier

**TRAVEL LANE TREATMENT FOR MILLING OR RESURFACING NOTES**

1. This treatment applies to resurfacing or milling operations between adjacent travel lanes.
2. Whenever there is a difference in elevation between adjacent travel lanes, the W8-11 sign with "UNEVEN LANES" is required at intervals of 1/2 mile maximum.
3. If D is 1 1/2" or less, no treatment is required.
4. Treatment allowed only when D is 3" or less.
5. If the slope is steeper than 1:4 (not to be steeper than 1:1), the R4-1 and MOT-1-06 signs shall be used as a supplement to the W8-11; this condition should never exceed 3 miles in length.



**TRAVEL LANE TREATMENT FOR MILLING OR RESURFACING DETAIL**

**PEDESTRIAN WAY DROP-OFF CONDITION NOTES**

1. A pedestrian way drop-off is defined as:
  - a. a drop in elevation greater than 10" that is closer than 2' from the edge of the pedestrian way
  - b. a slope steeper than 1:2 that begins closer than 2' from the edge of the pedestrian way when the total drop-off is greater than 60"
2. Protect any drop-off adjacent to a pedestrian way with pedestrian longitudinal channelizing devices, temporary barrier wall, or approved handrail.

**DROP-OFFS IN WORK ZONES**

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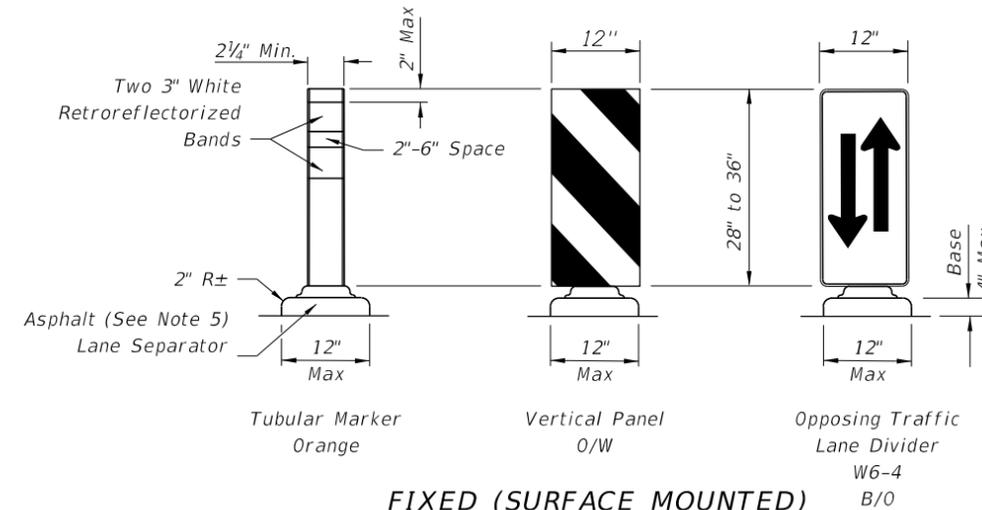
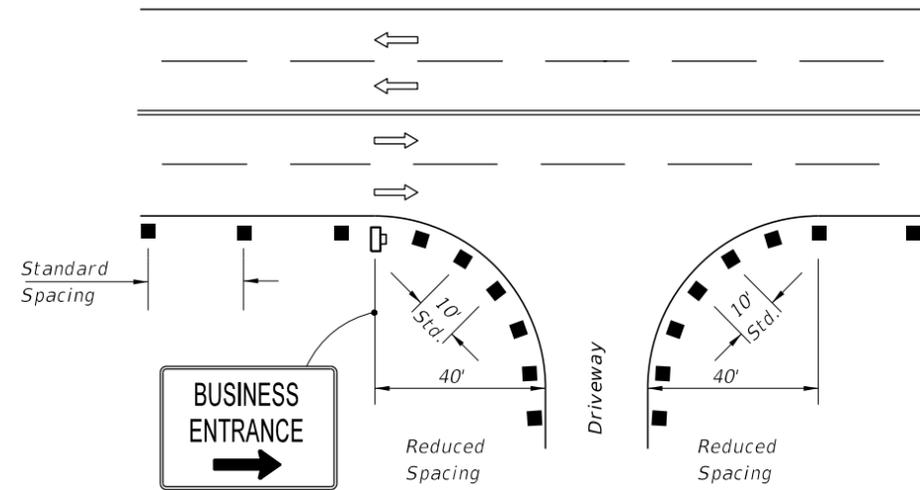
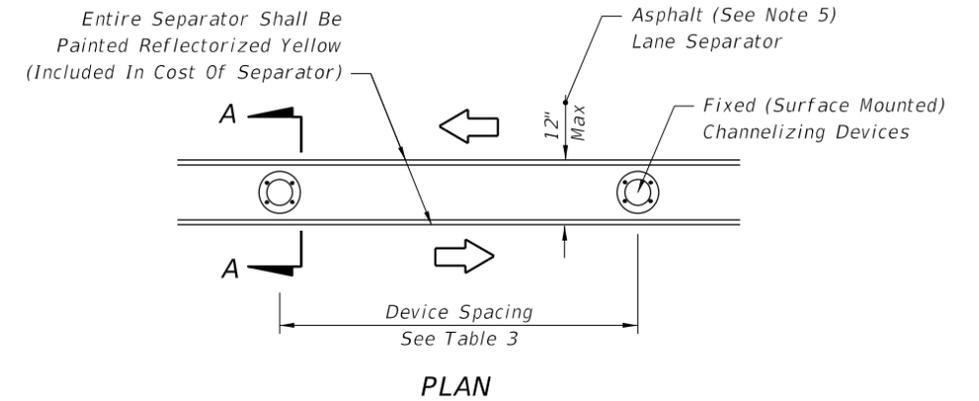
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Speed (mph)	Max. Distance Between Devices (ft.)			
	Tubular Markers		Vertical Panels or Opposing Traffic Lane Divider	
	Taper	Tangent	Taper	Tangent
25	25	50	25	50
30 to 45	25	50	30	50
50 to 70	25	50	50	100



**FIXED (SURFACE MOUNTED)  
CHANNELIZING DEVICES**

**SECTION AA**

1. For single business entrances, place one 24" x 36" business sign for each driveway entrance affected. Signs shall show specific business names. Logos may be provided by business owners. Standard BUSINESS ENTRANCE sign in Index 700-102 may be used when approved by the Engineer.
2. When several businesses share a common driveway entrance, place one 24" x 36" standard BUSINESS ENTRANCE sign in accordance with Index 700-102 at the common driveway entrance.
3. Channelizing devices shall be placed at a reduced spacing on each side of the driveway entrance, but shall not restrict sight distance for the driveway users.
4. Business entrance signs are intended to guide motorist to business entrances moved/modified or disturbed during construction projects. Business entrance signs are not required where there is minimal disruption to business driveways which is often the case with resurfacing type projects.

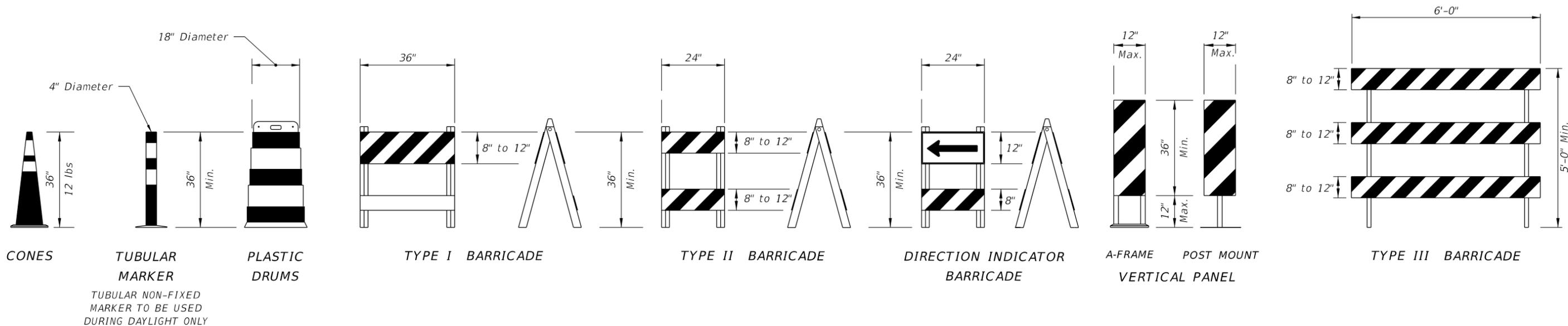
**PLACEMENT OF BUSINESS ENTRANCE SIGNS AND  
CHANNELIZING DEVICES AT BUSINESS ENTRANCE**

1. Temporary lane separators shall be supplemented with any of the following approved fixed (surface mounted) channelizing devices: tubular markers, vertical panels, or opposing traffic lane divider panels. Opposing traffic lane divider panels (W6-4) shall only be used as center lane dividers to separate opposing vehicular traffic on a two-lane, two-way operation. Tubular Markers, Vertical Panels and Opposing Traffic Lane Divider panels shall not be intermixed within the limits where the temporary lane separator is used. The connection between the channelizing device and the temporary lane separator curb shall hold the channelizing device in a vertical position.
2. Reflectorized materials shall have a smooth sealed outer surface which will display the same approximate color day and night. Furnish channelizing devices having retroreflective sheeting meeting the requirements of Section 990.
3. 12" openings for drainage shall be constructed in the asphalt and portable temporary lane separator at a maximum spacing of 25' in areas with grades of 1% or less or 50' in areas with grades over 1% as directed by the Engineer.
4. Tapered ends shall be used at the beginning and end of each run of the temporary lane separator to form a gradual increase in height from the pavement level to the top of the temporary lane separator.
5. The Contractor has the option of using portable temporary lane separators containing fixed channelizing devices in lieu of the temporary asphalt separator and channelizing devices detailed on this sheet. The portable temporary lane separator shall come in portable sections that can be connected to maintain continuous alignment between the separate curb sections. Each temporary lane separator section shall be 36 inches to 48 inches in total length. Portable temporary lane separators shall duplicate the color of the pavement marking. Portable temporary lane separators shall be one of those listed on the Approved Products List.
6. Any damage to existing pavement caused by the removal of temporary lane separator shall be satisfactorily repaired and the cost of such repairs are to be included in the cost of Maintenance of Traffic, LS.

**TEMPORARY LANE SEPARATOR**

10/25/2018 8:44:42 AM

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					102-600	10 of 12



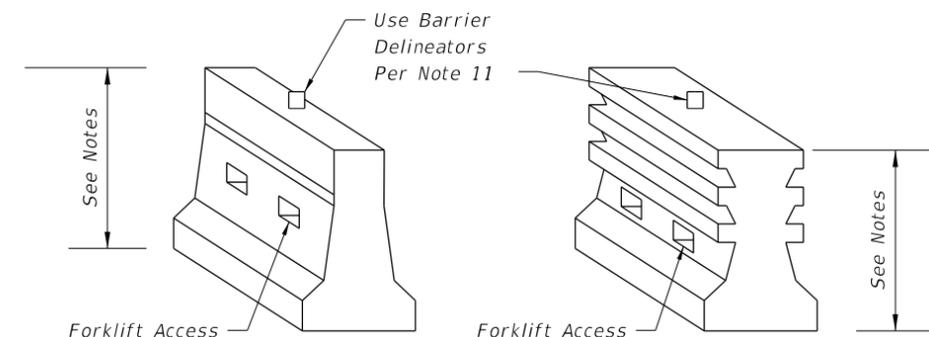
**CHANNELIZING DEVICES**

**CHANNELIZING DEVICE NOTES:**

- The details shown on this sheet are for the following purposes:
  - For ease of identification and
  - To provide information that supplements or supersedes that provided by the MUTCD.
- The Type III Barricade shall have a unit length of 6'-0" only. When barricades of greater lengths are required those lengths shall be in multiples of the 6'-0" unit.
- No sign panel should be mounted on any channelizing device unless the channelizing device/sign combination was found to be crashworthy and the sign panel is mounted in accordance with the vendor drawing for the channelizing device shown on the Approved Products List (APL).
- Ballast shall not be placed on top rails or any striped rails or higher than 13" above the driving surface.
- The direction indicator barricade may be used in tapers and transitions where specific directional guidance to drivers is necessary. If used, direction indicator barricades shall be used in series to direct the driver through the transition and into the intended travel lane.
- The splicing of sheeting is not permitted on either channelizing devices or MOT signs.
- For rails less than 3'-0" long, 4" stripes shall be used.
- Cones shall:
  - Be used only in active work zones where workers are present.
  - Not exceed 2 miles in length of use at any one time.
  - Be reflectorized as per the MUTCD with Department-approved reflective collars when used at night.
- Vehicular longitudinal channelizing devices shall not exceed 36" in height. For vehicular longitudinal channelizing devices (LCDs) less than 32" in height, the LCD shall be supplemented with approved fixed (surface mounted) channelizing devices (tubular markers, vertical panels, etc.) along the run of the LCD, at the ends, at 50' centers on tangents, and 25' centers on radii. The cost of the fixed supplemented channelizing devices shall be included in the cost of the LCD. LCDs less than 32" in height shall not be used for speeds greater than 45 mph.

10. For pedestrian longitudinal channelizing devices, the device shall have a minimum of 8" continuous detectable edging above the walkway. A gap not exceeding a height of 2" is allowed to facilitate drainage. The top surface of the device shall be a minimum height of 32" and have a 1/8" or less difference in any plane at all connection points between the devices to facilitate hand trailing. The bottom and the top surface of the device shall be in the same vertical plane. If pedestrian drop-off protection is required, the device shall have a footprint or offset of at least 2', otherwise the device must be at least 42" in height above the walkway and be anchored or ballasted to withstand a 200 lb lateral point load at the top of the device.

11. For Barrier Delineators, see Specification 102. Place on top of unit so that retroreflective sheeting faces vehicular traffic. Color must match adjacent longitudinal pavement marking.

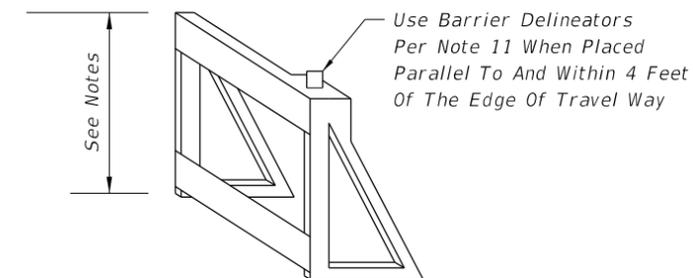


**TEMPORARY BARRIER NOTES:**

1. Where a barrier is specified, any of the types below may be used in accordance with the applicable Index:

Index	Description
102-100	Temporary Barrier
102-120	Low Profile Barrier
536-001	Guardrail

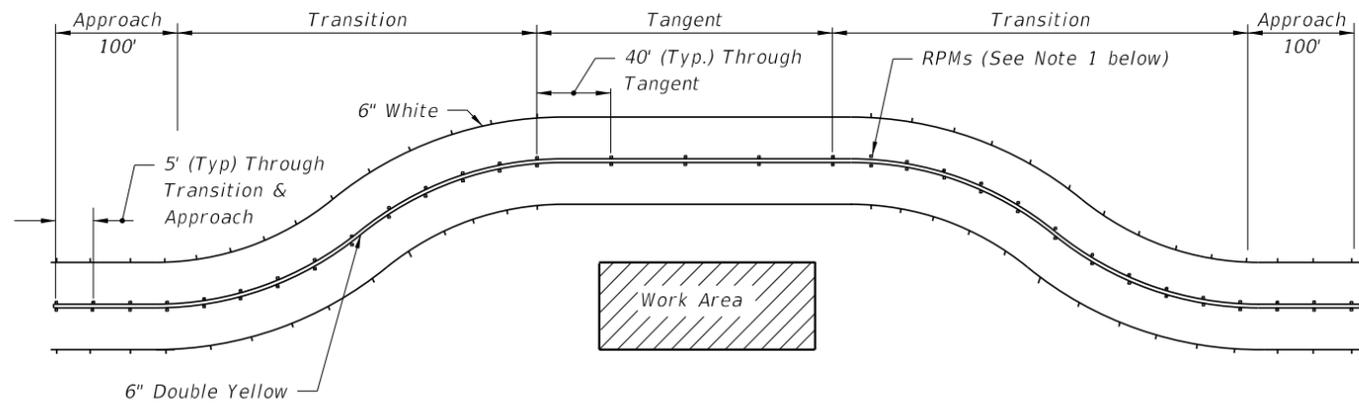
2. Trailer Mounted Barriers may be used to provide positive protection for workers within the work areas. APL drawings may be used as a guide to develop project specific Temporary Traffic Control Plans that are signed and sealed by the Contractor's Engineer.



**LONGITUDINAL CHANNELIZING DEVICE**

10/25/2018 8:44:42 AM

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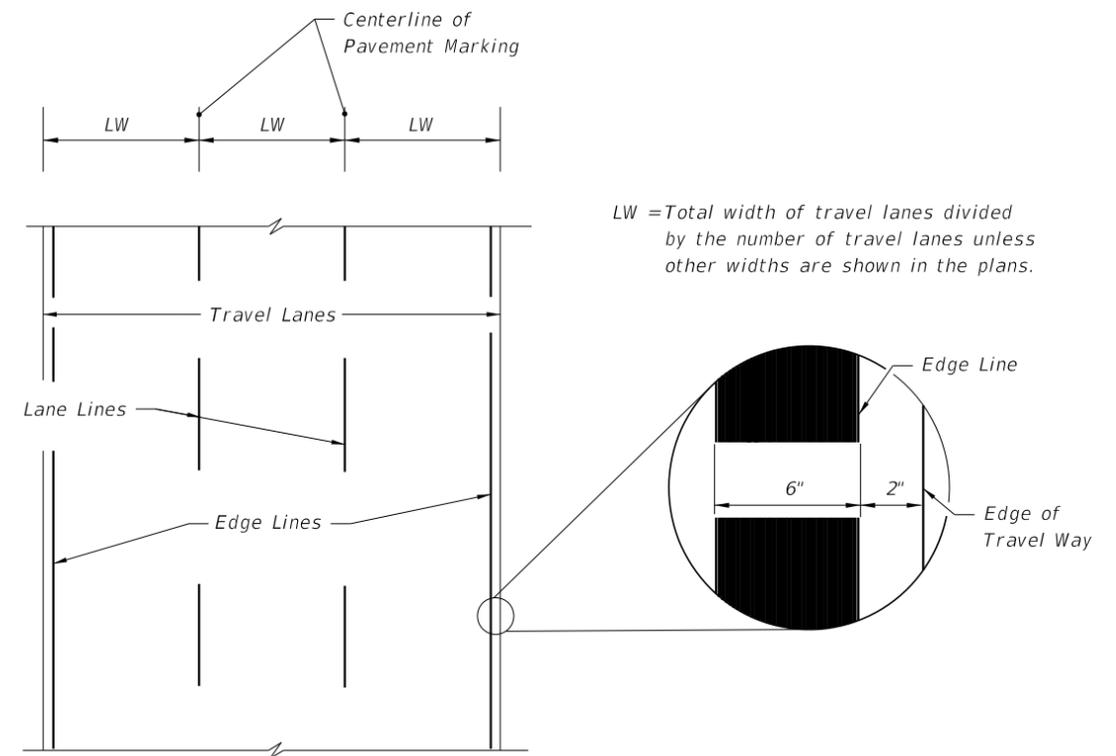


**USE OF RPMS TO SUPPLEMENT PAINT OR REMOVABLE TAPE IN WORK ZONES**

1. RPMS shall be installed as a supplement to:
  - a. All lane lines.
  - b. Edge lines in transition & approach areas.
  - c. Edge lines of gore areas.
2. Placement of RPMS should be as shown in Index 706-001 with the following exceptions:
  - RPMS shall be placed at 5 feet center to center in approach and transition areas.

**NOTES FOR RAISED PAVEMENT MARKERS:**

1. The color of the raised pavement marker under both day and night conditions shall conform to the color of the marking for which they serve as a positioning guide, or for which they supplement.
2. RPMS used to supplement lane lines are to be paid for as Raised Pavement Marker (Temporary), EA. RPMS used as a temporary substitute for paint or removable tape due to equipment malfunction are to be placed at the Contractor's expense.



**PLACEMENT OF PAVEMENT MARKINGS**

**PAVEMENT MARKINGS**

10/25/2018 8:44:43 AM

LAST REVISION 11/01/17	REVISION	DESCRIPTION:		FY 2019-20 STANDARD PLANS	GENERAL INFORMATION FOR TRAFFIC CONTROL THROUGH WORK ZONES	INDEX 102-600	SHEET 12 of 12
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**Exhibit E**  
**Scope of Services**

The scope of services provided shall include all services referenced within the landscape concept plan referenced in Exhibit B. Any deviations shall be approved by the Florida Department of Transportation (FDOT).

**Exhibit F**  
**STATE FINANCIAL ASSISTANCE (FLORIDA SINGLE AUDIT ACT)**

**THE STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:**

**SUBJECT TO SECTION 215.97, FLORIDA STATUTES:**

Awarding Agency: Florida Department of Transportation

State Project Title: HIGHWAY BEAUTIFICATION GRANTS — KEEP FLORIDA BEAUTIFUL

CSFA Number: 55.003

\*Award Amount: \$98,800.00

**\*The state award amount may change with supplemental agreements**

**Specific project information for CSFA Number 55.003 is provided at:**  
<https://apps.fldfs.com/fsaa/searchCatalog.aspx>

**COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT:**

**State Project Compliance Requirements for CSFA Number 55.003 are provided at:**

<https://apps.fldfs.com/fsaa/searchCompliance.aspx>

The State Projects Compliance Supplement is provided at: <https://apps.fldfs.com/fsaa/compliance.aspx>

To: Stephen.Anderson@dot.state.fl.us

**FLORIDA DEPARTMENT OF TRANSPORTATION  
FUNDS APPROVAL**

**G1391**

**12/17/2018**

**CONTRACT INFORMATION**

<b>Contract:</b>	<b>G1391</b>
<b>Contract Type:</b>	<b>GD - GRANT DISBURSEMENT (GRANT)</b>
<b>Method of Procurement:</b>	<b>G - GOVERNMENTAL AGENCY (287.057,F.S.)</b>
<b>Vendor Name:</b>	<b>PENSACOLA, CITY OF</b>
<b>Vendor ID:</b>	<b>F596000406002</b>
<b>Beginning Date of This Agreement:</b>	<b>11/20/2018</b>
<b>Ending Date of This Agreement:</b>	<b>06/30/2020</b>
<b>Contract Total/Budgetary Ceiling:</b>	<b>ct = \$98,800.00</b>
<b>Description:</b>	<b>Beautification Grant 339.2405 (11) FS - Garden Street</b>

**FUNDS APPROVAL INFORMATION**

**FUNDS APPROVED/REVIEWED FOR ROBIN M. NAITOVE, CPA, COMPTROLLER ON 12/17/2018**

Action	Original
Reviewed or Approved	APPROVED
Organization Code:	55034040312
Expansion Option.	AB
Object Code	751000
Amount	\$98,800.00
Financial Project:	43517827401
Work Activity (FCT).	215
CFDA.	
Fiscal Year:	2019
Budget Entity	55150200
Category/Category Year	088850/19
Amendment ID.	0001
Sequence:	00
User Assigned ID:	
Enc Line (6s)/Status:	0001/04

**Total Amount: \$98,800.00**