

1. Requested Motion:

Meeting Date: April 18, 2011

Adopt Resolution #11-02 approving the Maintenance Agreement between the Florida Department of Transportation and the Town of Fort Myers Beach to perform necessary ancillary work on the Matanzas Pass Bridge.

Why the action is necessary:

To receive the cost allocation and authorization from FDOT for maintenance activities on the Matanzas Pass Bridge.

What the action accomplishes:

The action provides for continuation of maintenance activities on the Matanzas Pass Bridge by the Town.

2. Agenda:

- Consent
- Administrative

3. Requirement/Purpose:

- Resolution
- Ordinance
- Other

4. Submitter of Information:

- Council
- Town Staff – Public Works
- Town Attorney

5. Background:

The Town has been a party to this Agreement since incorporation to provide regular maintenance activities on the Matanzas Bridge consisting of graffiti removal, sweeping, litter removal and mowing. The proposed renewal will provide an annual cost allocation to the Town of Fort Myers Beach in the amount of \$8,776.20 which is a \$770.84 increase over the prior Agreement period. The allocation is made quarterly in equal installments. The annual allocation equals the cost for PW Maintenance to provide this service. This Agreement will be in place for a period of three years.

6. Alternative Action:

Do not adopt the Resolution to enter into the Agreement and discontinue the current level of service.

7. Management Recommendations:

Approve.

8. Recommended Approval:

Town Manager	Town Attorney	Finance Director	Public Works Director	Community Development Director	Cultural Resources Director	Town Clerk
						

9. Council Action:

- Approved
- Denied
- Deferred
- Other

RESOLUTION OF THE TOWN COUNCIL OF
THE TOWN OF FORT MYERS BEACH, FLORIDA
RESOLUTION NUMBER 11-02

A RESOLUTION OF THE TOWN OF FORT MYERS BEACH, FLORIDA, APPROVING THE RENEWAL OF THE FDOT MAINTENANCE AGREEMENT WITH THE TOWN AND AUTHORIZING THE TOWN TO PERFORM NECESSARY ANCILLARY ACTIONS TO IMPLEMENT SAME; PROVIDING AN EFFECTIVE DATE.

WHEREAS, Article VIII, Section 2 of the State Constitution and Chapter 166 of the Florida Statutes provide that municipalities shall have the governmental, corporate, and proprietary powers to enable them to conduct municipal government, perform municipal functions, and render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, Article X of the Town Charter empowers the Town Council to adopt, amend, or repeal such ordinances and resolutions as may be required for the proper governing of the Town; and

WHEREAS, the Town has the authority to enter into a Renewal Agreement with the State of Florida Department of Transportation for the State to perform litter removal, manual weed control, graffiti removal, mowing, and mechanical sweeping, as further described in Contract Number: BDR77; and

WHEREAS, it is in the best interest of health, safety and welfare of the citizens of the Town that the Town enters into the aforesaid renewal agreement with FDOT in the form attached.

NOW, IT IS HEREBY RESOLVED BY THE TOWN OF FORT MYERS BEACH, FLORIDA:

Section 1. Adoption of Recitals. The above recitals as set forth in the various "Whereas" clauses are hereby adopted and incorporated into the body of this Resolution.

Section 2. Approval and Authorization of Ancillary Actions. The Town Council of the town of Fort Myers Beach hereby approves the attached Agreement, authorizes the Mayor to execute same on behalf of the Town and hereby directs and authorizes the Town Manager or designee to act in connection with the application for this grant and to provide such additional information as may be required by FDOT.

Section 3. Effective Date. This Resolution shall take effect immediately upon its adoption by the Town Council of the Town of Fort Myers Beach.

The foregoing Resolution was adopted by the Town Council upon motion by Council Member _____ and seconded by _____ and, upon being put to a vote, the result was as follows:

Larry Kiker, Mayor	_____
Bob Raymond, Vice Mayor	_____
Alan Mandel, Councilmember	_____
Joe Kosinski, Councilmember	_____
Jo List, Councilmember	_____

DULY PASSED AND ADOPTED this _____ day of _____.

ATTEST:

TOWN OF FORT MYERS BEACH

By: _____
Michelle D. Mayher, Town Clerk

By: _____
Larry Kiker, Mayor

Approved as to legal sufficiency by:

Town Attorney
Fowler White Boggs

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MAINTENANCE AGREEMENT**

This is an Agreement by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an Agency of the State of Florida, (hereinafter, "**DEPARTMENT**") and the **TOWN OF FORT MYERS BEACH** (hereinafter, "**AGENCY**") for the **AGENCY** to provide maintenance services.

WITNESSETH

1. WHEREAS, the **AGENCY** has the authority to enter into said Agreement and to undertake the project hereinafter described, and the **DEPARTMENT** has been granted the authority to function adequately in all areas of appropriate jurisdiction and is authorized under Fla. Stat. §334.044 to enter into this Agreement; and
2. WHEREAS, the **AGENCY** by Resolution No. _____ dated the _____ day of _____, _____, a copy of which is attached hereto and made a part hereof, has authorized its officers to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

I. SERVICES AND PERFORMANCE

1. The **AGENCY** shall furnish certain services as described in ATTACHMENTS A and B, attached hereto and made a part hereof.
2. Locations, activities, quantities, cycles, and unit costs to be performed are listed in ATTACHMENT A.
3. Descriptions of how the activities are to performed are included in ATTACHMENT B.
4. A Supplemental Agreement shall be executed by both parties for any additions or deletions to the work described in ATTACHMENTS A and/or ATTACHMENT B. No work may commence without an executed Supplemental Agreement involving any such changes or revisions required to be covered in a Supplemental Agreement. Performance of any such services prior to the execution of a Supplemental Agreement will result in nonpayment of those services.
5. The **DEPARTMENT** will be entitled at all times to be advised, at its request, as to the status of work being done by the **AGENCY** and of the details thereof. Coordination shall be maintained by the **AGENCY** with representatives of the **DEPARTMENT**.
6. All services shall be performed by the **AGENCY** to the satisfaction of the Director who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement. The Director's decision upon all claims, questions and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable shall be left to the absolute discretion of the Director.

7. The work specified in this Agreement is governed by ATTACHMENT A and ATTACHMENT B.
8. Reference herein to Director shall mean the **DEPARTMENT'S** District Secretary for District One, or authorized designee.
9. Upon execution of the Agreement, the NOTICE TO PROCEED signed by the District Secretary, or designee, will be sent to the **AGENCY**. The NOTICE TO PROCEED must be issued to the **AGENCY** within sixty (60) days after Agreement execution.

II. TERM

1. This Agreement shall take effect on the execution date listed on page 7. The term for providing service under this Agreement shall be a period of three (3) years ("INITIAL SERVICE TERM"). Calculation for the INITIAL SERVICE TERM shall begin on the fourteenth (14th) calendar day after issuance of the NOTICE TO PROCEED, or on the day the **AGENCY** begins work after receipt of the NOTICE TO PROCEED, whichever date is earlier.
2. Prior to expiration of the INITIAL SERVICE TERM, and subject to mutual agreement of the parties, this Agreement may be renewed ("RENEWAL TERM") for an additional three (3) years. Renewals shall be contingent upon satisfactory performance evaluations by the **DEPARTMENT**. The **DEPARTMENT'S** performance and obligation to pay under any such renewal is contingent upon an annual appropriation by the Legislature. Any renewal or extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.
3. The **AGENCY** shall provide services unless terminated in accordance with Section VI below of this Agreement.

III. COMPENSATION AND PAYMENT

1. The **DEPARTMENT** shall pay the **AGENCY** for services rendered in accordance with this Agreement as follows:

Quarterly lump sum payments will be disbursed as follows: four (4) lump sum payments will be made in the amount of **Two Thousand One Hundred Ninety Four and 05/100 Dollars (\$2,194.05)** for a total of **Eight Thousand Seven Hundred Seventy Six and 20/100 Dollars (\$8,776.20)** per year.

The 3-Year Agreement funds are as follows:

\$ 26,328.60 from Fiscal Year 10/11

NOTE: No more than \$8,776.20 can be expended each year of the Agreement unless the Agreement is amended.

2. The lump sum payment above is based on the unit price for services that are listed in ATTACHMENT A.
3. The **DEPARTMENT** shall have the right to retain out of any payment due the **AGENCY** under this Agreement an amount sufficient to satisfy any amount due and owing to the **DEPARTMENT** by the **AGENCY** on any other Agreement between the **AGENCY** and the **DEPARTMENT**.
4. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Fla. Stat. §215.422(14).
5. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the **DEPARTMENT'S** Project Manager prior to payments.
6. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
7. **AGENCY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the **DEPARTMENT** of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
8. If a payment is not available within forty (40) days, a separate interest penalty in accordance with Fla. Stat. §215.422(3)(b), 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 which have to be returned to an **AGENCY** because of **AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.
9. A Vendor Ombudsman has been established within the **DEPARTMENT** of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state **AGENCY**. The Vendor Ombudsman may be contacted at (850) 413-5516 or by calling the State Comptroller's Hotline, 1-800-848-3792.
10. 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 three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **AGENCY'S** general accounting records and the 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 costs.

11. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one 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. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.
12. 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 Fla. Stat. §287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

IV. INDEMNITY AND INSURANCE

1. **LIABILITY INSURANCE.** The **AGENCY** shall 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 \$250,000 per person and \$500,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.
2. **WORKER'S COMPENSATION.** The **AGENCY** shall also carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.

V. COMPLIANCE WITH LAWS

1. The **AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Fla. Stat. §119, 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**.

2. The **AGENCY** shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.
3. **E-Verify**. The Agency shall utilize the U.S. Department of Homeland Security's E-Verify system, in accordance with the terms governing use of the system, to confirm the employment eligibility of all persons employed by the Agency during the term of the Agreement to perform employment duties within Florida and all persons, including subcontractors, assigned by the Agency to perform work pursuant to the Agreement with the Department.

VI. TERMINATION AND DEFAULT

1. This Agreement may be canceled by the **DEPARTMENT** in whole or in part at any time the interest of the **DEPARTMENT** requires such termination. The **DEPARTMENT** also reserves the right to seek termination or cancellation of this Agreement in the event the **AGENCY** shall be placed in either voluntary or involuntary bankruptcy. The **DEPARTMENT** further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the **AGENCY** upon sixty (60) days written notice to the **DEPARTMENT**.
2. If the **DEPARTMENT** determines that the performance of the **AGENCY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **AGENCY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the **DEPARTMENT**.
3. If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **AGENCY**, the **DEPARTMENT** shall notify the **AGENCY** of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
4. If the Agreement is terminated before performance is completed, the **AGENCY** shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the **DEPARTMENT** and will be turned over promptly by the **AGENCY**.

VII. MISCELLANEOUS

1. The **AGENCY** and the **DEPARTMENT** agree that the **AGENCY**, its employees, and

subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement for purposes other than those set out in Fla. Stat. §337.274.

2. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
3. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.
4. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

VIII. ATTACHMENTS

1. All ATTACHMENTS referenced in this Agreement are incorporated and made a part of this Agreement.
 - ATTACHMENT A** – Location and Cost Breakdown
 - ATTACHMENT B** – Description of Maintenance Activities
 - ATTACHMENT C** – District One Lane Closure Policy & Procedures

IX. EXECUTION

In witness whereof, the **TOWN OF FORT MYERS BEACH** has caused this Agreement to be executed in its behalf, by the _____ or its designee, as authorized by its Resolution, and the **FLORIDA DEPARTMENT OF TRANSPORTATION** has caused this Agreement to be executed in its behalf through its District Secretary or authorized designee. The execution date of this Agreement shall be this _____ day of _____,

_____ FDOT to enter effective date.

TOWN OF FORT MYERS BEACH

ATTEST:

BY: _____

CLERK

(SEAL)

BY: _____

_____ TITLE

_____ DATE

PRINT NAME

_____ DATE

TOWN OF FORT MYERS BEACH

LEGAL REVIEW:

BY: _____

_____ DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST:

BY: _____

EXECUTIVE SECRETARY (SEAL)

BY: _____

DISTRICT ONE SECRETARY OR DESIGNEE

PRINT NAME _____ DATE

PRINT NAME _____ DATE

LEGAL REVIEW:

AVAILABILITY OF FUNDS APPROVAL:

01-31-2011

AGS _____ DATE

2/1/11

_____ DATE

DISTRICT MAINTENANCE ADMINISTRATOR APPROVAL: *John G. ... 3/1/11*

_____ DATE

ATTACHMENT "A"

LOCATION AND COST BREAKDOWN

**Section 12004, SR 867
 From Main Street (MP 0.659)
 To Estero Boulevard (MP 0.000)
 RCI Classification: Urban**

NOTE: Quantities and activity descriptions are based on current Roadway Characteristics Inventory (RCI). Actual contract costs may differ due to rounding.

Activity Number	Description	Units	Quantity	Price Per Unit	Cycles Per Year	Total Cost
471	Large Machine Mowing	Acres	0.965	\$14.19	12	164.32
484	Intermediate Machine Mowing	Acres	0.258	50.80	12	157.28
541	Litter Removal	Acres	20.00	7.36	12	1,766.40
487	Manual Weed Control	Acres	3.00	425.00	3	3,825.00
543	Mechanical Sweeping	Curb Mi	5.00	47.72	12	2,863.20

**Total Annual Cost \$8,776.20
 Four Quarterly Payments \$2,194.05**

ATTACHMENT B DESCRIPTION OF MAINTENANCE ACTIVITIES

ROADSIDE MOWING FOR MAINTENANCE AGREEMENTS

Description.

Mow grass or vegetation in roadside areas with conventional mowing equipment. Use specialized equipment or hand labor when required to perform specified work in certain areas or during certain times. Vegetation consists of planted and/or natural grasses, weeds, and other vegetation within the area to be mowed.

Types of Mowing Areas.

General: The areas to be cut and type of mowing to be accomplished will be in accordance with Attachment A.

All hand labor required to perform the specified work around appurtenances will be incidental to the type of mowing being performed. Appurtenances include, but are not limited to, sign post and bases, delineator post, fences, guardrail, barrier walls, end walls, pipes, drainage structures, poles, guys, mail boxes, landscaped areas, and trees.

Large Machine Mowing: Large machine mowing encompasses the routinely mowed areas of shoulders, front and back slopes that are 3 horizontal to 1 vertical or less, roadside ditch bottoms, large median islands and similar areas conducive to the use of large machine mowing equipment.

Slope Mowing: Slope mowing is generally limited to slopes greater or steeper than 3 horizontal to 1 vertical and are relatively inaccessible to the use of conventional style equipment, e.g., steep slopes, wet roadside ditch bottoms, canal banks, intersections, overpasses, etc. These type areas will require the use of specialized equipment designed for slope mowing.

Intermediate Machine Mowing: Intermediate machine mowing consists of mowing areas not accessible by large machine mowing equipment but not conducive to the use of small machine mowing equipment. These areas consist of shoulders, roadside ditch bottoms, raised median islands, various width utility strips, and similar areas.

Small Machine Mowing: Small machine mowing consists of mowing areas not accessible by large and intermediate machine mowing equipment. These areas consist of narrow shoulders, landscaped shoulders, narrow roadside ditch bottoms, raised landscaped median islands, narrow width utility strips, and similar areas.

Frequency of Mowing.

The area and limits of mowing have been previously established and are distinguishable in the field. Where landscaping has been established or natural landscaping has been preserved, mow conforming to the established mowing contours. Mow up to the limits maintained by the Department and around existing appurtenances located within the roadway right-of-way as directed by the Engineer.

The type of mowing, the estimated number of acres, and the minimum number of cycles are located in Attachment A. Per Maintenance Rating Program (MRP) Standards, vegetation height shall be as follows at all times.

Rural Limited Access	5 inches – 18 inches
Rural Arterial	5 inches – 12 inches
Urban Limited Access	5 inches – 12 inches
Urban Arterial	9 inches maximum
Slope Mowing	24 inches maximum

This excludes allowable seed stalks and decorative flowers allowed to remain for aesthetics.

Complete each mowing cycle within 21 calendar days of beginning the cycle, weather permitting.

Quantities will be agreed upon prior to beginning work in any area in question.

Equipment.

Equip all mowing equipment with a slow moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18 inch X 18 inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. Properly install and maintain safety devices at all times when the equipment is in use.

If the Engineer determines that any equipment is deficient in safety devices, remove the equipment from service immediately. Keep the equipment out of service until the deficiency is corrected to the satisfaction of the Engineer. Inspection of the equipment by the Engineer will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment, nor will it relieve the Contractor of the responsibility to meet the established time for the completion of the mowing cycle.

Maintain the mowing equipment so as to produce a clean, sharp cut and uniform distribution of the cuttings at all times. The mowing equipment used will have the capability of cutting a height from 4 inches to 12 inches.

Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein.

Method of Operation.

Notify the Engineer when a cycle is started and when work is interrupted for any reason.

Mow shoulders and medians concurrently within the limits of the area mowed so that not more than one (1) mile will be left partially mowed at the conclusion of the working day. Mow grass and vegetation on slopes or around appurtenances concurrent with the mowing operation.

Complete each mowing cycle in its entirety prior to beginning another cycle. When work by others, or weather conditions of a temporary nature, prevent the mowing of any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Engineer may require mowing of these areas as part of the cycle.

Do not mow-grassed areas saturated with standing water to the point standard mowing equipment may not be used without excessive damage to the turf. At the Engineer's discretion, mow the areas during a subsequent cycle, or cut to the surface of the water using hand labor or other specialized equipment.

Prior to mowing, pickup, remove and dispose from the right-of-way, any large items such as wood, tires, cans, bags of trash, newspapers, magazines, large boxes, etc., that would be torn, ripped, or scattered by the mower and result in an objectionable appearance.

Exercise the necessary care to preclude any source of litter.

Limitation of Operation.

When mowing within four (4) feet of the travel-way (travel lane), operate the equipment in the same direction of the traffic, unless the adjacent lane is closed to traffic. All lane closures will have the prior approval of the Engineer. Mowers may operate in either direction when mowing four (4) feet or more from the travel-way. Perform all work during daylight hours.

The foregoing requirements are to be considered as minimum and compliance will in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

Quality.

Completed areas will be reviewed for quality and acceptance by the Engineer. Re-mow areas determined to be unsatisfactory, by the Engineer, at no additional cost to the Department. Complete areas requiring re-mowing within the mowing cycle time specified in the Frequency of Mowing section.

Mow all grass and vegetation to a height of 6 inches +/- ½ inch. When determined by the Engineer, certain areas, due to location, may be cut to a height of 4 inches +/- ½ inch.

No streaking or scalping will be allowed in the areas mowed. Mowing areas of different widths will be connected with smooth flowing transitions. No accumulation or piling of cuttings will be allowed as a result of cleaning of the equipment.

Mow all grass and vegetation on slopes or around appurtenances to the same height and quality as the surrounding mowed area when using hand tools.

Negligence that results in damage to turf, curbs, sidewalks, pavement, signs or structures, mail boxes, appurtenances, etc. will be repaired or replaced to the satisfaction of the Engineer at no additional cost to the Department. Complete repairs prior to submission of the invoice for work accomplished during the billing period.

Remove resulting vegetative cuttings and loosened soil from sidewalks, curbs and gutters, bike paths and inlets to produce a clean appearance. Removing the cuttings and soil with blowers will be allowed only if this method disperses the cuttings uniformly across the grassed areas without accumulating and without blowing other litter into the travel lanes; otherwise, the cuttings and loosened soil will be raked, shoveled or broom swept from the Right of Way daily and disposed of properly, as directed in, Roadside Litter Removal, Disposal of Litter Debris.

Basis of Payment.

Payment will be made quarterly as specified in Attachment A.

MANUAL WEED CONTROL FOR MAINTENANCE AGREEMENTS

Description.

Provide Manual Weed Control in the area, and for the quantity, specified in Attachment A. Brush, weed, and grass cutting (4 inches in diameter or less) performed with hand tools is considered manual weed control except for brush, weed, and grass cutting around appurtenances within mowed areas which is considered incidental to mowing activity.

Frequency.

Each cycle is to be completed in its entirety prior to the beginning of another cycle. Per MRP Standards, vegetation height shall be as follows at all times.

Rural Limited Access	5 inches – 18 inches
Rural Arterial	5 inches – 12 inches
Urban Limited Access	5 inches – 12 inches
Urban Arterial	9 inches maximum
Slope Mowing	24 inches maximum

This excludes allowable seed stalks and decorative flowers allowed to remain for aesthetics.

Basis of Payment.

Payment will be made quarterly as specified in Attachment A.

ROADSIDE LITTER REMOVAL FOR MAINTENANCE AGREEMENTS

Description.

Provide pickup, removal, disposal of litter, and otherwise undesirable or objectionable appearing debris within the maintained limits of the highway right-of-way.

Litter or debris may consist of varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush, and other items to be removed under this work.

Frequency of Removal.

The total number and the timing of pickup will depend upon the litter conditions that exist. Per MRP Standards, the volume of litter found on roadway should not exceed 3 cubic feet per acre, excluding all travel way pavement. Complete each litter removal cycle within 21 calendar days of beginning the cycle, weather permitting, as determined by the Engineer.

Equipment.

Equipment that is utilized to transport litter will be constructed in a manner to preclude further distribution or loss of litter along the roadway. Cover and secure all open top carriers with tarpaulins.

Submit a written request for approval, to the Engineer, for the use of specialized equipment designed for mechanized removal of litter and debris. Demonstrate satisfactory results at no cost to the Department that the specialized equipment will produce quality litter

removal, if deemed necessary by the Engineer. The Engineer may require additional safety devices or precautions unique to the equipment.

Equipment that damages curbs, pavement, or turf will not be allowed.

Limitation of Operation.

Any equipment left on the right-of-way overnight will be parked outside the clear zone, except in median areas where no equipment will be permitted to be parked overnight. All service and supply operations will be conducted between the travel-way and the right-of-way line and be outside the clear zone. No supply vehicles will enter the median for any purpose. No service vehicle will enter the median except when necessary to repair or remove inoperable equipment.

No work will be permitted during non-daylight hours.

Workmen will wear orange clothing of high visibility such as a vest, shirt, or jacket, when performing litter pickup operations.

Disposal of Litter and Debris.

Provide locations for disposal and remove all litter that has been placed in trash bags for pick up from the right-of-way at the end of each working day. Be responsible for disposal of litter and debris and any cost that may incur in accordance with applicable local and state laws. Storage or stockpiling of litter or debris on the right-of-way will not be permitted.

Provide the landfill receipts with each invoice submittal.

Participants.

Only allow such persons to participate as are determined by the municipality to be responsible enough to safely participate in litter removal activities. Participating youths must be at least 12 years of age and the municipality shall provide at least one adult supervisor for every 5 youths, ages 12-15, who are participating in the litter removal activity. There shall at all times be at least one person over the age of 18 who is generally responsible on site for supervising all litter removal activities. Do not bring persons to observe the activity if the person is under the age of 16 and is not an official participant. Do not wear clothing which will hinder the sight of participants.

Quality.

Completed areas will be reviewed for quality and acceptance by the Engineer. Areas determined to be unsatisfactory, by the Engineer, will be re-cleaned at no additional cost. Areas will be cleaned in a manner that they are left reasonably free of all litter and debris. The Engineer will not penalize for litter and debris that may have been deposited between the time the work was completed and the time when the Engineer approves the work. However, the Engineer's judgment when evaluating completed work will be final.

Basis of Payment.

Payment will be full compensation for furnishing all equipment, materials, labor, disposal, and incidentals necessary to complete designated areas of litter and debris removal, less any areas omitted.

Payment will be made quarterly as specified in Attachment A.

ROAD AND BRIDGE SWEEPING FOR MAINTENANCE AGREEMENTS

Description.

Provide routine mechanized road and/or bridge sweeping to clean and remove sand, soil, paper, glass, cans, grass clippings, and other debris. Areas to be swept include but are not limited to; curb and gutters, valley gutters, bridge decks and curbs, inside and outside highway interchange ramps [with paved shoulders greater than 12 inches], outside and median paved shoulders, gore areas, toll plazas (when applicable), bi-directional lanes, areas adjacent to barrier walls, areas adjacent to median-noses and splitter islands, areas on top of inlet grates and other designated sites as determined by the Engineer.

Frequency of Sweeping.

Complete each sweeping cycle within 14 calendar days of beginning the cycle, weather permitting, as determined by the Engineer. In assessing liquidated damages, the calendar days established in this Section will be used for determining delinquency of progress for each sweeping cycle.

Per MRP Standards, material accumulation should not be greater than $\frac{3}{4}$ inch deep for more than one (1) continuous foot in the travel way or shall not exceed $2 - \frac{1}{4}$ inches in depth for more than one (1) continuous foot in any gutter.

No sweeping operations will be performed between the hours of 6:00 am and 7:00 pm. Submit sweeping schedules to the Engineer for approval.

Safety.

The work vehicle (sweeping machine) will have an operating flashing beacon and the shadow vehicle will be equipped with an approved advance warning arrow panel, warning sign, and truck mounted attenuator (crash cushion system).

All sweeping will be accomplished with or in the same direction as the traffic. Sweeping against or opposing the traffic will not be permitted.

The foregoing requirements are to be considered as minimum and the compliance will in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

Equipment.

Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified. The sweeping equipment will be capable of meeting the quality requirements of one pass and a maximum of two passes for areas determined unsatisfactory by the Engineer.

The mechanized road sweeper(s) will have a minimum capacity of four cubic yards.

The Engineer or his representative prior to being placed into service will inspect all safety devices on the sweeping operation equipment. Any deficient safety devices will be corrected or replaced immediately and service will not begin until the deficiency is corrected.

Inspection and approval of the equipment by the Engineer will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the Contractor's operations.

Equipment that damages pavement, curbs, or turf will not be allowed. Damages as a result of the operations will be repaired at no cost to the Department.

Dust Control Equipment.

The sweeping operation will not create excessive airborne dust or other particles, as determined by the Engineer. Equipment supplied with a functioning water spray system normal to the industry for dust control will satisfy this requirement.

Parked Vehicles.

Vehicles that are parked in the sweeping area are to be swept around. The area occupied by a parked vehicle will be considered as work accomplished.

Removal and Disposal of Debris.

Debris may be encountered that is larger than the mechanized sweeper can remove such as tires, tire parts, hub caps, large stones, boxes, tree limbs, wood, cable, and other such materials. Remove all debris encountered using other means (hand or mechanized), regardless of the size.

Piles of soil may be encountered and vegetation that may require special removal methods during the sweeping operations. Furnish all labor, materials, and equipment required to accomplish removal of these built-up areas.

Stockpiling or disposal of debris on the Department's right-of-way shall not be permitted.

Provide areas for disposing of debris in accordance with all Federal, State, and local rules and regulations in effect at the time of the disposal. Cost involved with the disposal of debris will be included in the contract unit price per mile of mechanized (mechanical) sweeping.

Quality.

Pick up and remove from the areas to be swept, any obstacle such as wood, tires, cans, etc. that cannot be picked-up by the sweeper to include areas under guardrail on paved shoulders. Remove all items such as newspapers, magazines, large boxes, etc. that would be torn, ripped, or scattered by the sweeper and result in an objectionable appearance.

Completed work will be clean and free of all accumulated debris immediately after sweeping, as determined by the Engineer.

Areas determined unsatisfactory by the Engineer will be re-swept to the satisfaction of the Engineer within the time specified, at no additional cost to the Department.

Method of Measurement.

The quantities to be paid for under this Section will be the number of miles completed and accepted measured longitudinally to the travel lane to the nearest one hundredth of a mile.

The width will be sufficient to cover the entire width of curb and gutters, valley gutters, bridge decks and curbs, inside and outside highway interchange ramps (with paved shoulders greater than 12 inches in width, outside and median paved shoulders, barrier walls, gore areas, toll plazas (when applicable), and other designated sites. Areas requiring more than one sweeping pass to sufficiently remove the debris will not be compensated twice.

Basis of Payment.

Payment will be full compensation for furnishing all equipment, materials, labor, and incidentals necessary to complete all sweeping operations, including hand work, as specified. Payment will be made under the items specified in Attachment A.

MAINTENANCE OF TRAFFIC FOR MAINTENANCE AGREEMENTS

Description.

Maintain traffic in accordance with Index 600 Series of the Design Standards, or as directed by the Engineer, within the limits of a work zone until all work is completed. Construct and maintain detours. Provide facilities for access to residences, businesses, etc., along a work zone. Furnish, install and maintain traffic control and safety devices while working. Provide any other special requirements for safe and expeditious movement of traffic specified in the Design Standards. Maintenance of Traffic (MOT) includes all facilities, devices and operations as required for safety and convenience of the public within the work zone.

Do not maintain traffic over those portions of a work zone where no work is to be accomplished or where work operations will not affect existing roads. Do not obstruct or create a hazard to any traffic during the performance of the work, and repair any damage to existing pavement open to traffic.

Perform litter removal in accordance with the Department's Loss Prevention Manual, safe field practices, the Florida Manual on Uniform Traffic Control Devices (MUTCD), and the Florida Department of Transportation Design Roadway and Standard Index Series 600, all of which by this reference are incorporated herein. Litter removal will primarily follow Indices 601 and 602 of the Florida Department of Transportation Design Roadway and Standard and are attached hereto. Ensure that all participants wear safety vests at all times during the litter removal activity.

Specific Requirements.

Beginning Date of Contractor's Responsibility: Maintain traffic starting the day work begins.

Worksite Traffic Supervisor: Provide a Worksite Traffic Supervisor. Provide the Worksite Traffic Supervisor with all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations.

Ensure that the Worksite Traffic Supervisor performs the following duties:

1. Performs on site direction of all traffic control in a work zone.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
3. Is on site during all nighttime operations to ensure proper Maintenance of Traffic.
4. Immediately corrects all safety deficiencies and does not permit minor deficiencies that are not immediate safety hazards to remain uncorrected for more than 1 hour.
5. Is available on a 24-hour per day basis and present within 45 minutes after notification of an emergency situation and is prepared to positively respond to repair the work zone traffic control or to provide alternate traffic arrangements.
6. On MOT lasting more than 24 hours, conduct daily daytime and weekly

nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as is deemed necessary. Submit a comprehensive weekly report, using the Department's currently approved form, to the Engineer detailing the condition of all traffic control devices (including pavement markings) being used. Include assurances in the inspection report that pedestrians are accommodated with a safe travel path around work sites and safely separated from mainline traffic, that existing or detoured bicyclist paths are being maintained satisfactorily throughout the project limits, and that existing businesses in work areas are being provided with adequate entrances for vehicular and pedestrian traffic during business hours. Have the Worksite Traffic Supervisor sign the report and certify that all of the above issues are being handled in accordance with the Contract Documents. When deficiencies are found, the Worksite Traffic Supervisor is to note such deficiencies and include the proposed corrective actions, including the date corrected.

The Department may disqualify and remove from the project a Worksite Traffic Supervisor who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

Alternative Traffic Control Plan.

The Contractor may propose an alternative Traffic Control Plan (TCP) to the plan presented in the Design Standards. Have the Contractor's Engineer of Record sign and seal the alternative plan. Prepare the TCP in conformance with and in the form outlined in the current version of the Roadway Plans Preparation Manual. Indicate in the plan a TCP for each phase of activities. Take responsibility for identifying and assessing any potential impacts to a utility that may be caused by the alternate TCP proposed by the Contractor, and notify the Department in writing of any such potential impacts to utilities.

Engineer's approval of the alternate TCP does not relieve the Contractor of sole responsibility for all utility impacts, costs, delays or damages, whether direct or indirect, resulting from Contractor initiated changes in the work activities from those in the original Contract Specifications, Design Standards (including traffic control plans) or other Contract Documents.

The Department reserves the right to reject any Alternative Traffic Control Plan. Obtain the Engineer's written approval before beginning work using an alternate TCP. The Engineer's written approval is required for all modifications to the TCP. The Engineer will only allow changes to the TCP in an emergency without the proper documentation.

Traffic Control.

Standards: FDOT Design Standards are the minimum standards for the use in the development of all traffic control plans. The MUTCD Part VI is the minimum national standard for traffic control for highway construction, maintenance, and utility operations. Follow the basic principles and minimum standards contained in these documents for the design, application, installation, maintenance, and removal of all traffic control devices, warning devices and barriers which are necessary to protect the public and workers from hazards within the project limits.

Number of Traffic Lanes: Maintain one lane of traffic in each direction. Maintain two lanes of traffic in each direction at existing four (or more) lane cross roads, where necessary to avoid undue traffic congestion. Do not allow traffic control and warning devices to encroach on lanes used for maintenance of traffic.

The Engineer may allow the Contractor to restrict traffic to one-way operation for short periods of time provided that the Contractor employs adequate means of traffic control and does not unreasonably delay traffic. When a work activity requires restricting traffic to one-way operations, locate the flaggers within view of each other when possible. When visual contact between flaggers is not possible, equip them with 2-way radios, official, or pilot vehicle(s), or use traffic signals.

Crossings and Intersections: Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any road or street crossing a work zone unless approved by the Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the Contract. Restore any loss of detection within 12 hours. Use only detection technology listed on the Department's Approved Products List (APL) and approved by the Engineer to restore detection capabilities.

Before beginning any work affecting signal operations, provide the Engineer with a plan for maintaining detection devices for each intersection and the name(s) and phone numbers of persons that can be contacted when signal operation malfunctions.

Access for Residences and Businesses: Provide continuous access to all residences and all places of business.

Flagger: Provide trained flaggers.

Vehicle and Equipment Visibility: Equip all pickups and automobiles used on the project with a minimum of one Class 2 amber or white warning light that meets the Society of Automotive Engineers Recommended Practice SAE J845 dated March, 1992 or SAE J1318 dated April, 1986 and incorporated herein by reference, that is unobstructed by ancillary vehicle equipment such as ladders, racks or booms. If the light is obstructed, additional lights will be required. The lights shall be operating when a vehicle is in a work area where a potential hazard exists, when operating the vehicle at less than the average speed for the facility while performing work activities, making frequent stops or called for in the plans or Design Standards.

Equip all other vehicles and equipment with a minimum of 4 ft² of reflective sheeting or flashing lights.

To avoid distraction to motorists, do not operate the lights on the vehicles or equipment when the vehicles are outside the clear zone or behind a barrier.

No Waiver of Liability: Conduct operations in such a manner that no undue hazard results due to the requirements of this Article. The procedures and policies described herein in no way acts as a waiver of any terms of the liability of the Contractor or his surety.

Temporary Traffic Control Devices.

Installation and Maintenance: Install and maintain temporary traffic control devices as detailed in Index 600 of the Design Standards and when applicable, in accordance with the approved vendor drawings, as provided on the QPL. Erect the required temporary traffic control devices to prevent any hazardous conditions and in conjunction with any necessary traffic re-routing to protect the traveling public, workers, and to safeguard the work area. Use only those

devices that are on the Qualified Products List (QPL) or the Approved Products List (APL). Immediately remove or cover any devices that do not apply to existing conditions.

All temporary traffic control devices must meet the requirements of National Cooperative Highway Research Program Report 350 (NCHRP 350) and current FHWA directives.

Ensure that the QPL number is permanently marked on the device at a readily visible location.

Notify the Engineer of any scheduled operation, which will affect traffic patterns or safety, sufficiently in advance of commencing such operation to permit their review of the plan for the proposed installation of temporary traffic control devices.

Ensure an employee is assigned the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the work. Keep the Engineer advised at all times of the identification and means of contacting this employee on a 24-hour basis.

Keep temporary traffic control devices in the correct position, properly directed, clearly visible and clean, at all times. Ensure that all traffic control devices meet acceptable standards as outlined in American Traffic Safety Services Association (ATSSA's) "Quality Standards for Work Zone Traffic Control Devices". Immediately repair, replace or clean damaged, defaced or dirty devices.

Work Zone Signs: Provide signs in accordance with the Design Standards. Provide Federal Highway Administration's (FHWA) accepted sign substrate for use with accepted sign stands on the National Highway System (NHS) under the provisions of the National Cooperative Highway Research Program (NCHRP) Report 350 "Recommended Procedures for the Safety Performance Evaluation of Highway Features."

High Intensity Flashing Lights: Furnish Type B lights in accordance with the Design Standards.

Warning/Channelizing Devices: Furnish warning/channelizing devices in accordance with the Design Standards.

Reflective Collars for Traffic Cones: Use cone collars at night designed to properly fit the taper of the cone when installed. Place the upper 6 inch collar a uniform 3 1/2 inch distance from the top of the cone and the lower 4 inch collar a uniform 2 inch distance below the bottom of the upper 6 inch collar. Ensure that the collars are capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide a white sheeting having a smooth outer surface and that has the property of a retroreflector over its entire surface.

Advance Warning Arrow Panel: Furnish advance warning panels that meet the requirements of the Design Standards to advise approaching traffic of lane closures or shoulder work.

Portable Changeable (Variable) Message Sign (PCMS): Furnish changeable (variable) message signs as required by the Design Standards to supplement other temporary traffic control devices used in work zones.

A truck mounted PCMS may be used as a stand-alone maintenance of traffic device only when used for accident or incident management situations as defined in the MUTCD and is listed on the APL.

Portable Regulatory Signs (PRS): Furnish portable regulatory signs that meet the requirements of the Design Standards.

Activate portable regulatory signs only during active work activities and deactivate when no work is being performed.

Trucks and Truck Mounted Impact Attenuators: Furnish, install and maintain only those attenuators that meet the requirements of NCHRP 350. Include the cost of trucks and truck mounted impact attenuators in the pay items specified in Attachment A. No separate payment will be made.

Use Truck Mounted Attenuators (TMA), when called for in the Design Standards. Limit TMA's to those items listed on the QPL.

Use truck mounted attenuator systems designed and installed in accordance with the manufactures recommendations.

Equip the TMA cartridge with lights and reflectors in compliance with applicable Florida motor vehicle laws, including turn signals, dual tail lights, and brake lights. Ensure that lights are visible in both the raised and lowered positions if the unit is capable of being raised.

Ensure that the complete unit is painted DOT yellow (Fed. Std. 595 b, No. 13538). Stripe the rear facing of the cartridge in the operating position with the alternating 6 inch white and 6 inch safety orange 45 degree striping to form an inverted "V" at the center of the unit and slope down and toward the outside of the unit, in both directions from the center. Ensure the bottom of the cartridge has the same pattern, covering the entire bottom, with 6 inch white and 6 inch safety orange stripes. Use Type III reflectorized sheeting for striping.

The trucks and truck mounted impact attenuators will not be paid for separately, but will be included in the items specified in Attachment A. No separate payment will be made. The Contractor is responsible for all costs, including furnishing, maintaining and removal when no longer required, and all materials, labor, tools, equipment and incidentals required for attenuator maintenance.

Removable Tape:

General: Use removable tape listed on the Qualified Products List (QPL).

Method of Measurement.

General: All work and incidental costs specified as being covered under this Section will be included in the items specified in Attachment A and no separate payment will be made. Night time work may be required due to anticipated traffic impacts. No additional compensation will be made for night time MOT work.

Basis of Payment.

Maintenance of Traffic (General Work All): Maintenance of Traffic costs will be considered incidental to the items listed in Attachment A. No separate payment will be made for Maintenance of Traffic services.

DISTRICT ONE LANE CLOSURES

No lane closures will be allowed between the hours of 7:00 am and 5:00 pm. Submit lane

closure schedules to the Engineer for approval prior to beginning work.

The Agency must adhere to the most current version of the District One Lane Closure Policy and Procedures in place at the time work is performed. The Agency is also responsible for adhering to any special requirements set forth by the Engineer in relation to lane closures. Below, please find the most current version of the District One Lane Closure Policy and Procedures. The attached Lane Closure Policy and Procedures has attachments relating to interstate requirements. Please contact the Engineer for requirements on non-interstate roads.

ATTACHMENT C
DISTRICT ONE LANE CLOSURE POLICY & PROCEDURES

PURPOSE: To establish lane closure guidelines in conjunction with any construction and/or maintenance activity of the State Highway within the district.

NO LANE CLOSURE SHALL OCCUR ON ANY STATE ROAD UNLESS ALL VIABLE ALTERNATIVES HAVE BEEN EXPLORED AND REASONS FOR THE CLOSURE ARE WARRANTED, JUSTIFIED AND DOCUMENTED. LANE CLOSURES MUST BE APPROVED IN ADVANCE BY THE DEPARTMENT, WHEN ABOVE CONDITIONS ARE MET.

I. General Requirements:

The following statements outline the District One Lane Closure Guidelines for all construction and maintenance activities, including all permits, utilities, railroad and other on all roadways of the State Highway System within the district:

- Allowable lane closure time for all activities authorized by a Florida Department of Transportation (referenced as “department” from this point) permit will be specified by the department, on the permit.
- Allowable lane closure time in a department project will be specified in the Maintenance of Traffic Plans.
- Contractors must provide notification to law enforcement agencies, local fire departments and emergency medical services for lane closures in excess of two (2) hours in duration. For maintenance activities the responsible operations center is required to provide the notification. For surveying, pavement coring, or geotechnical boring activities, the responsible office shall provide notification. For any other lane closures required as part of the design phase of the project, the design project manager shall provide notification.
- All lane closure requests must include consideration for special events such as major community events, sporting events and concerts.
- A MINIMUM OF ONE WEEK ADVANCE notification of any proposed lane closure exceeding two hours must be provided to the local operations center and district public information office. Two (2) week notification is recommended. This notification will be provided by the same responsible parties identified to notify law enforcement/fire/EMS above.
- The Department reserves the right to modify previously approved or specified times of closures when, in the opinion of the Engineer, it becomes necessary to do so.

- Work activities with lane closures will be monitored. If, in the opinion of the Engineer, the lane closure is creating undo traffic delay and congestion, he/she may suspend the work and/or modify the lane closure time.

II. Lane Closure Policy for Interstate Highways:

- The allowed time periods for one lane per direction lane closures along Interstate highways in District One are specified in Attachment "A".
- Attachment "B" provides allowable time periods for two lanes per direction lane closures. Final approval will be provided by the local Operations Center Engineer with concurrence from either the District Maintenance Administrator or the District Construction Engineer.
- Lane closures along ramps will be limited to 11:00 PM to 5:00 AM.
- Special requests deviating from the referenced time periods must be approved by the Director of Transportation Operations or his designee.

Notification requirements:

- The contractor shall notify the appropriate Traffic Management Center when a lane closure is implemented and when lanes are reopened for traffic.
- If the lane closure is going to impact traffic in multiple counties along Interstate 4, one or more Traffic Management Centers need to be notified (District 5 and District 7).
- Traffic Management Center to Notify:
 - I-4: Traffic impact in Hillsborough/Polk Counties - District 7 TMC
 - I-4: Traffic impact in Polk County - District 7 TMC
 - I-4: Traffic impact in Polk/ Osceola Counties - District 5 and District 7 TMCs
 - I-275: District 7 TMC
 - I-75: Manatee/Sarasota/Charlotte/Lee/Collier Counties – District 1 TMC
- Traffic Management Center Contacts:
 - District 1 TMC: 239-225-9860
 - District 5 TMC: 407-736-1900
 - District 7 TMC: 813-615-8657

III. Lane Closure Policy for Other State Highways:

- Lane closures are not allowed from 6:00 AM to 9:00 AM or 4:00 PM to 7:00 PM along state highways within an urban area as identified on the official Straight Line Diagrams (SLD). Deviations from these time periods must be approved by the local Operations Center Engineer with concurrence from either the District Maintenance Administrator or the District Construction Engineer.
- Lane closure analysis is required for all work activities requiring closure of one or more lanes along the state highway system to determine further restrictions which may apply. Lane closure analysis for each roadway segment will be prepared by a designated person in each Operations Center for maintenance and permit projects. The engineer of record is responsible for preparation of the analysis on FDOT construction projects.

- The analysis should be done using the automated lane closure worksheet prepared by and available from the District Design Office. This worksheet is based on Section 10.12.7 in Chapter 10, Transportation Management Plan in the latest version of the Plans Preparation Manual (PPM).

IV. Emergency Condition

- Restricted hours of lane closure are waived under emergency conditions affecting the roadway.
- Work is to be performed on a continuous, round-the-clock basis to minimize time of closure, unless otherwise approved by the Director of Transportation Operations.
- The local Operations Center, District Maintenance, the local Traffic Management Center and Public Information Office are to be notified of any lane closure expected to exceed two (2) hours.

V. Other Conditions

- Ensure lane closure restrictions are included on all applicable construction, maintenance and permit projects for schools during the morning drop-off (i.e., 7:00 AM – 10:00 AM) and afternoon pick-up hours (i.e., 2:00 PM - 4:00 PM). The above times are examples only and need to be determined specifically for each project based on input from local government officials, our community liaisons and the District Bicycle/Pedestrian Coordinator, as necessary.
- Coordination by the responsible production or operations personnel with our local government partners, community liaisons, construction personnel and public information office shall occur to ensure scheduled construction time impacts are avoided or mitigated to the greatest extent possible in regards to project specific tourist seasons and localized special events.

ATTACHMENT 'A'
DISTRICT ONE
INTERSTATE LANE CLOSURE - 1 LANE

County	ID No.	Begin Mile	End Mile	From	To	Length	Line Closure Activity Number	Proposed Lane Closure	Total Lanes	100% ADT	
Polk	16320000	0.000	0.970	COUNTY LINE RD	POLK PARKWAY	0.97	6:00AM - 7:00PM	5:30AM - 6:30PM	5:00AM - 8:00PM	8	104,000
	16320000	0.970	2.890	POLK PARKWAY	MEMORIAL BLVD	1.92	6:00AM - 7:00PM	5:30AM - 7:00PM	5:00AM - 8:00PM	6	84,500
	16320000	2.890	5.130	MEMORIAL BLVD	KATHLEEN RD	2.24	6:00AM - 7:00PM	5:30AM - 7:00PM	5:00AM - 8:00PM	6	77,000
	16320000	5.130	6.450	KATHLEEN RD	US 98	1.32	6:00AM - 7:00PM	5:30AM - 7:00PM	5:00AM - 8:00PM	6	76,000
	16320000	6.450	8.920	US 98	SR 33	2.47	6:30AM - 8:00PM	6:00AM - 7:00PM	5:00AM - 8:00PM	6	72,500
	16320000	8.920	12.340	SR 33	SR 33	3.42	6:30AM - 6:30PM	7:00AM - 6:30PM	5:00AM - 8:00PM	6	64,500
	16320000	12.340	15.665	SR 33	POLK PARKWAY	3.33	5:00AM - 6:00PM	6:00AM - 5:30PM	5:00AM - 8:00PM	6	64,500
	16320000	15.665	22.430	POLK PARKWAY	CR 557	6.77	5:30AM - 6:00PM	6:30AM - 6:30PM	5:00AM - 8:00PM	6	65,500
	16320000	22.430	29.180	CR 557	US 27	6.75	5:30AM - 6:30PM	6:30AM - 6:30PM	5:00AM - 8:00PM	6	68,500
	16320000	29.180	32.022	US 27	OSCEOLA COUNTY LINE	2.84	5:00AM - 8:00PM	6:00AM - 10:00PM	5:00AM - 11:00PM	6	95,500
Manatee	13175000	0.000	1.344	1.75 NB OFF RAMP	I-75	1.34	5:30AM - 7:00PM	-	5:00AM - 8:00PM	2	15,000
	13175000	1.344	2.279	GILLETTE RD	US 41	0.94	5:30AM - 7:00PM	6:00AM - 7:00PM	5:00AM - 8:00PM	5	41,000
	13175000	2.279	5.233	US 41	US 19	2.95	5:30AM - 6:00PM	7:00AM - 7:00PM	5:00AM - 8:00PM	4	34,000
	13075000	0.000	3.719	UNIVERSITY PKWY	SR 70	3.72	6:00AM - 8:00PM	5:30AM - 7:30PM	5:00AM - 8:00PM	6	98,000
	13075000	3.719	7.315	SR 70	SR 64	3.60	6:00AM - 8:00PM	5:30AM - 7:30PM	5:00AM - 8:00PM	6	96,500
	13075000	7.315	10.998	SR 64	US 301	3.68	6:00AM - 7:30PM	5:30AM - 7:30PM	5:00AM - 8:00PM	6	88,500
	13075000	10.998	14.918	US 301	I-75	3.92	6:00AM - 6:30PM	6:00AM - 7:00PM	5:00AM - 8:00PM	6	72,500
	13075000	14.918	16.157	I-75	HILLSBOROUGH COUNTY LINE	1.24	3:30 PM - 5:00 PM	-	5:00AM - 8:00PM	8	55,500
	13075000	16.157	20.571	MOCOSIN WALLOW RD	HILLSBOROUGH COUNTY LINE	4.41	7:00AM - 6:00PM	6:30AM - 6:00PM	5:00AM - 8:00PM	6	50,500
	17075000	0.000	8.054	CHARLOTTE COUNTY LINE	TOLEDO BLADE RD	8.05	6:00AM - 7:00PM	6:00AM - 7:00PM	5:00AM - 8:00PM	4	39,500
Sarasota	17075000	8.054	10.999	TOLEDO BLADE RD	SUNTER BLVD	2.95	5:30AM - 7:30PM	6:00AM - 7:30PM	5:00AM - 8:00PM	4	44,500
	17075000	10.999	20.073	SUNTER BLVD	RIVER RD	9.07	5:00AM - 8:30PM	6:00AM - 9:30PM	5:00AM - 9:00PM	4	51,000
	17075000	20.073	22.315	RIVER RD	JACARANDA BLVD	2.24	5:00AM - 7:30PM	5:30AM - 9:00PM	5:00AM - 9:00PM	4	61,000
	17075000	22.315	24.618	JACARANDA BLVD	LAUREL RD	2.30	4:30AM - 8:00PM	5:30AM - 9:30PM	5:00AM - 9:00PM	4	70,500
	17075000	24.618	28.986	LAUREL RD	SR 681	4.37	5:00AM - 8:00PM	5:30AM - 9:30PM	5:00AM - 9:00PM	4	70,500
	17075000	28.986	34.382	SR 681	CLARK RD (SR 72)	5.40	5:30AM - 6:30PM	6:00AM - 7:00PM	5:00AM - 8:00PM	6	80,500
	17075000	34.382	36.405	CLARK RD (SR 72)	DEE RIDGE RD	2.02	5:30AM - 7:00PM	6:00AM - 8:00PM	5:00AM - 8:00PM	6	80,500
	17075000	36.405	39.118	DEE RIDGE RD	FRUITVILLE RD	2.71	5:30AM - 7:30PM	5:30AM - 8:00PM	5:00AM - 8:00PM	6	107,500
	17075000	39.118	42.615	FRUITVILLE RD	UNIVERSITY PKWY	3.50	5:30AM - 8:00PM	5:30AM - 8:00PM	5:00AM - 8:00PM	6	107,500
	17075000	42.615	48.538	UNIVERSITY PKWY	TUCKERS GRADE BLVD	8.53	7:00AM - 7:00PM	6:00AM - 6:00PM	5:00AM - 8:00PM	4	35,000
Charlotte	01075000	0.000	8.538	LEE COUNTY LINE	TUCKERS GRADE BLVD	8.53	6:30AM - 7:00PM	5:30AM - 6:30PM	5:00AM - 8:00PM	4	40,000
	01075000	8.538	11.795	TUCKERS GRADE BLVD	S JONES LOOP RD	3.27	6:30AM - 7:00PM	5:30AM - 6:30PM	5:00AM - 8:00PM	4	44,500
	01075000	11.795	15.100	S JONES LOOP RD	US 17 / SR 35	3.31	6:00AM - 8:30PM	5:30AM - 8:00PM	5:00AM - 8:00PM	4	46,500
	01075000	15.100	17.912	US 17 / SR 35	HARBORVIEW DR	2.81	8:30AM - 6:00PM	6:30AM - 5:30PM	5:00AM - 8:00PM	4	49,500
Charlotte	01075000	17.912	21.089	HARBORVIEW DR	KINGS HWY	3.18	6:00AM - 7:30PM	5:30AM - 7:00PM	5:00AM - 8:00PM	4	44,500
	01075000	21.089	22.008	KINGS HWY	DESOTO COUNTY LINE	0.92	6:00AM - 7:00PM	6:00AM - 7:00PM	5:00AM - 8:00PM	4	39,000

**ATTACHMENT 'B'
 DISTRICT ONE
 INTERSTATE LANE CLOSURE - 2 LANES**

County	RD/VC	Begin Mile	End Mile	From	To	Label	Inter-Closure Activity	Proposed Lane Closure Restriction	Total Lanes	2009 ADT	
Lee	12075000	0.000	1.029	COLLIER COUNTY LINE	BONITA BEACH RD	1.03	5:00AM - 9:30PM	4:30AM - 9:30PM	4:00 AM - 10:00 PM	6	78,000*
	12075000	1.029	8.681	BONITA BEACH RD	CORKSCREW RD	7.65	5:00AM - 10:00PM	5:00AM - 10:00PM	4:00 AM - 10:00 PM	6	70,000*
	12075000	8.681	12.614	CORKSCREW RD	ALICO RD	3.93	5:00AM - 10:00PM	4:30AM - 9:30PM	4:00 AM - 10:00 PM	6	71,000*
	12075000	12.614	16.452	ALICO RD	DANIELS PKWY	3.84	5:30AM - 11:30PM	4:30AM - 9:00PM	4:00 AM - 12:00 PM	6	66,500*
	12075000	16.452	21.072	21.072 DANIELS PKWY	COLONIAL BLVD	4.62			Not Allowed	4	63,000*
	12075000	21.072	22.624	COLONIAL BLVD	DR M.L. KING JR BLVD	1.55			Not Allowed	4	63,500*
	12075000	22.624	24.135	24.135 DR M.L. KING JR BLVD	LICKETT RD	1.51			Not Allowed	4	70,500*
	12075000	24.135	26.047	LICKETT RD	SR 80	1.91			Not Allowed	4	65,500*
	12075000	26.047	28.434	28.434 SR 80	SR 78	2.39			Not Allowed	4	54,000*
	12075000	28.434	34.138	34.138 SR 78	CHARLOTTE COUNTY LINE	5.70			Not Allowed	4	38,000*
Collier	03175000	0.000	29.200	BROVARD COUNTY LINE	SR 29	29.20			Not Allowed	4	17,500*
	03175000	29.200	50.425	SR 29	SR 91	21.23			Not Allowed	4	19,000*
	03175000	50.425	53.700	SR 91	CR 886	3.28			Not Allowed	4	32,500*
	03175000	53.700	56.280	CR 886	GOLDEN GATE PKWY	2.58	7:00AM - 6:30PM	6:30AM - 6:30PM	4:00 AM - 10:00 PM	6	37,000*
	03175000	56.280	60.550	PINE RIDGE RD	HAWKALREE RD / SR 846	4.27	5:00AM - 10:00PM	5:00AM - 10:00PM	4:00 AM - 10:00 PM	6	57,000*
03175000	60.550	63.504	SR 846	LEE COUNTY LINE	2.95	5:00AM - 9:30PM	4:30AM - 9:30PM	4:00 AM - 10:00 PM	6	78,000*	

* 2008 data used. 2009 data for Lee and Collier counties is incomplete due to construction.