

**RESOLUTION NO. 2021-091**

RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA APPROVING A CONSTRUCTION AGREEMENT BETWEEN THE STATE OF FLORIDA, DEPARTMENT OF TRANSPORTATION (FDOT), AND THE CITY OF HIALEAH, FLORIDA, IN SUBSTANTIAL CONFORMITY WITH THE COPY ATTACHED HERETO AND MADE A PART HEREOF AS EXHIBIT "1", FOR IMPROVEMENTS TO STATE RIGHT-OF-WAY AS PART OF THE RECONSTRUCTION OF WEST 76 STREET AT WEST 20 AVENUE; AUTHORIZING THE MAYOR AND THE CITY CLERK, AS ATTESTING WITNESS, ON BEHALF OF THE CITY, TO EXECUTE THE AGREEMENT; AND PROVIDING FOR AN EFFECTIVE DATE.

**WHEREAS**, the city has programmed certain roadway improvements to West 76 Street which entails work to State right-of-way at the intersection of West 76 Street and West 20 Avenue, (the "Project"); and

**WHEREAS**, FDOT consents to proposed improvement of its right-of-way at no expense to the State subject to the obligations provided in the construction agreement; and

**WHEREAS**, it is in the best interest of the City to enter into this agreement for the roadway improvements as planned.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF HIALEAH, FLORIDA, THAT:

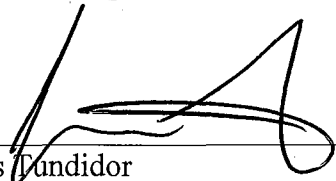
**Section 1:** The foregoing facts and recitations contained in the preamble to this resolution are hereby incorporated and adopted by reference as if fully set forth herein.

**Section 2:** The City of Hialeah, Florida hereby approves the Construction Agreement between the State of Florida, Department of Transportation, and the City of Hialeah, Florida, a copy of which is attached hereto and made a part hereof as Exhibit "1", for improvements to the State right of way within the planned improvements to West 76 Street, at no cost to the State, and subject to the obligations provided in the agreement.


**Section 3:** The City of Hialeah, Florida hereby authorizes the Mayor and the City Clerk, as attesting witness, to execute the Construction Agreement and all other necessary and customary documents in furtherance thereof on behalf of the City.

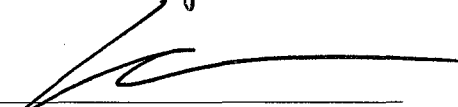
**Section 4:** This resolution shall become effective when passed by the City Council and signed by the Mayor or at the next regularly scheduled City Council meeting, if the Mayor's signature is withheld or if the City Council overrides the Mayor's veto.

PASSED AND ADOPTED this 13 day of July, 2021.

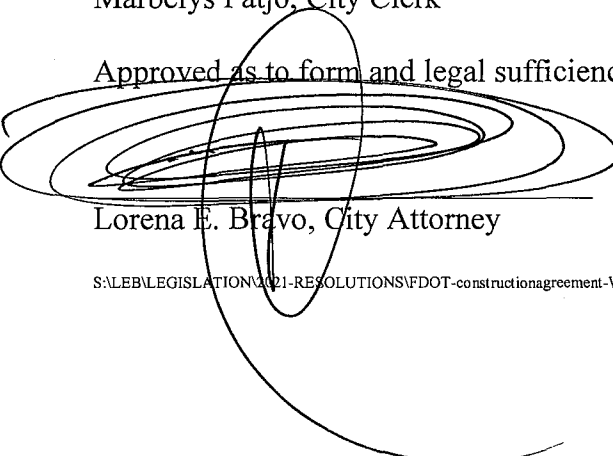
  
\_\_\_\_\_  
Jesus Tundidor  
Council President

Attest: Approved on this 22 day of July, 2021.

  
\_\_\_\_\_  
Marbelys Fatjo, City Clerk

  
\_\_\_\_\_  
Mayor Carlos Hernandez

Approved as to form and legal sufficiency:

  
\_\_\_\_\_  
Lorena E. Bravo, City Attorney

Resolution was adopted by 4-0-3 vote with Councilmembers, Cue-Fuente, Garcia-Roves, Tundidor, and Zogby voting "Yes" and with Council Vice President Perez, Council Member De la Rosa and Council Member Hernandez absent.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
**CONSTRUCTION AGREEMENT**

850-040-89  
MAINTENANCE  
OGC -- 07/13  
Page 1 of 4

Construction Agreement No.: 2021-C-691-00009

**THIS CONSTRUCTION AGREEMENT (this "Agreement")** is made and entered into by and between the State of Florida, Department of Transportation, (Address) 1000 NW 111 Ave Miami Florida 33172  
(hereinafter referred to as the "DEPARTMENT") and Yamil Alquizar (city of Hialeah)  
(Address) 5601 E 8 Ave Hialeah FL 33013 (hereinafter referred to as the "Construction Coordinator").

**WITNESSETH:**

**WHEREAS**, the DEPARTMENT is authorized and required by Section 334.044(13), Florida Statutes, to coordinate the planning, development, and operation of the State Highway System; and

**WHEREAS**, pursuant to Section 339.282, Florida Statutes, the DEPARTMENT may contract with a property owner to finance, construct, and improve public transportation facilities; and

**WHEREAS**, the Construction Coordinator proposes to construct certain improvements to  
SR SR 93 Section 075 Subsection 701 from Begin MP 0.304 to End MP 0.617  
Local Name West 76 Street located in Miami-Dade County (hereinafter referred to as the "Project"); and

**WHEREAS**, the parties desire to enter into this Agreement for the Construction Coordinator to make improvements within the DEPARTMENT'S right of way to construct the Project, which will become the property of the Department upon acceptance of the work.

**NOW, THEREFORE**, based on the premises above, and in consideration of the mutual covenants contained herein, the parties hereby agree that the construction of the Project shall proceed in accordance with the following terms and conditions:

1. The recitals set forth above are specifically incorporated herein by reference and made a part of this Agreement. The Construction Coordinator is authorized, subject to the conditions set forth herein, to enter the DEPARTMENT'S right of way to perform all activities necessary for the construction of **See attached exhibit A scope of services/special provisions.**

2. The Project shall be designed and constructed in accordance with the latest edition of the DEPARTMENT'S Standard Specifications for Road and Bridge Construction and DEPARTMENT Design Standards and Manual of Uniform Traffic Control Devices ("MUTCD"). The following guidelines shall apply as deemed appropriate by the DEPARTMENT: the DEPARTMENT Structures Design Manual, AASHTO Guide Specifications for the Design of Pedestrian Bridges, AASHTO LRFD Bridge Design Specifications, the DEPARTMENT Plans Preparation Manual ("PPM") Manual for Uniform Minimum Standards for Design, Construction and Maintenance for Streets and Highways (the "Florida Green Book") and the DEPARTMENT Traffic Engineering Manual. The Construction Coordinator will be required to submit any construction plans required by the DEPARTMENT for review and approval prior to any work being commenced. Should any changes to the plans be required during construction of the Project, the Construction Coordinator shall be required to notify the DEPARTMENT of the changes and receive approval from the DEPARTMENT prior to the changes being constructed. The Construction Coordinator shall maintain the area of the project at all times and coordinate any work needs of the DEPARTMENT during construction of the project.

3. The Construction Coordinator shall notify the DEPARTMENT a minimum of 48 hours before beginning construction within DEPARTMENT right of way. The Construction Coordinator shall notify the DEPARTMENT should construction be suspended for more than 5 working days.

4. Pursuant to Section 7-13 of the DEPARTMENT Standard Specifications, the Construction Coordinator is required to possess a general liability insurance naming the DEPARTMENT as an additional insured and insuring the DEPARTMENT and the Construction Coordinator against any and all claims for injury or damage to persons and property, and for the loss of life or property that may occur (directly or indirectly) by reason of the Construction Coordinator accessing DEPARTMENT right of way and the Construction Coordinator's performance of the Project. Such amount shall be carried in a minimum amount of not less than \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_) for bodily injury or death to any one person or any number of persons in any one occurrence, and not less than \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_) for property damage, or a combined coverage of not less than \_\_\_\_\_ and 00/100 Dollars (\$ \_\_\_\_\_). Additionally, the Construction Coordinator shall supply the DEPARTMENT with a payment and performance bond in the amount of the estimated cost of construction, provided by a surety authorized to do business in the State of Florida, payable to the DEPARTMENT. The bond and insurance shall remain in effect until completion of construction and acceptance by the DEPARTMENT. Prior to commencement of the Project and on such other occasions as the DEPARTMENT may reasonably require, the Construction Coordinator shall provide the DEPARTMENT with certificates documenting that the required insurance coverage is in place and effective. If the Construction Coordinator is a governmental entity they will be exempt from these requirements.

5. The Construction Coordinator 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 Standard Specifications, section 102. The Construction Coordinator 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 Design Standards, Index 600 series. Any MOT plan developed by the Construction Coordinator that deviates from the DEPARTMENT Design Standards must be signed and sealed by a professional engineer. MOT plans will require approval by the DEPARTMENT prior to implementation.

6. The Construction Coordinator shall be responsible for locating all existing utilities, both aerial and underground, and for ensuring that all utility locations be accurately documented on the construction plans. All utility conflicts shall be fully resolved directly with the applicable utility.



7. The Construction Coordinator will be responsible for obtaining all permits that may be required by other agencies or local governmental entities.

8. It is hereby agreed by the parties that this Agreement creates a permissive use only and all improvements resulting from this agreement shall become the property of the DEPARTMENT. Neither the granting of the permission to use the DEPARTMENT right of way nor the placing of facilities upon the DEPARTMENT property shall operate to create or vest any property right to or in the Construction Coordinator, except as may otherwise be provided in separate agreements. The Construction Coordinator shall not acquire any right, title, interest or estate in DEPARTMENT 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 Construction Coordinator's use, occupancy or possession of DEPARTMENT right of way. The parties agree that this Agreement does not, and shall not be construed to, grant credit for any future transportation concurrency requirements pursuant to chapter 163, Florida Statutes.

9. The Construction Coordinator shall perform all required testing associated with the design and construction of the project. Testing results shall be made available to the DEPARTMENT upon request. The DEPARTMENT shall have the right to perform its own independent testing during the course of the Project.

10. The Construction Coordinator shall exercise the rights granted herein and shall otherwise perform this Agreement in a good and workmanlike manner, with reasonable care, in accordance with the terms and provisions of this Agreement and all applicable federal, state, local, administrative, regulatory, safety and environmental laws, codes, rules, regulations, policies, procedures, guidelines, standards and permits, as the same may be constituted and amended from time to time, including, but not limited to, those of the DEPARTMENT, applicable Water Management District, Florida Department of Environmental Protection, Environmental Protection Agency, the Army Corps of Engineers, the United States Coast Guard and local governmental entities.

11. If the DEPARTMENT determines a condition exists which threatens the public's safety, the DEPARTMENT may, at its discretion, cause construction operations to cease and immediately have any potential hazards removed from its right of way at the sole cost, expense, and effort of the Construction Coordinator. The Construction Coordinator shall bear all construction delay costs incurred by the DEPARTMENT.

12. All work and construction shall be completed within 365 days of the date of the last signature affixed to this agreement. If construction is not completed within this time, the DEPARTMENT may make a claim on the bond. The DEPARTMENT may terminate this Agreement at any time, with or without cause and without DEPARTMENT liability to the Construction Coordinator, by providing sixty (60) days prior written notice of termination to the Construction Coordinator.

13. The Construction Coordinator shall be responsible to maintain and restore all features that might require relocation within the DEPARTMENT right of way.

14. The Construction Coordinator will be responsible for clean up or restoration required to correct any environmental or health hazards that may result from construction operations.

15. Upon completion of construction, the Construction Coordinator will be required to submit to the DEPARTMENT final as-built plans and an engineering certification that construction was completed in accordance to the plans. Prior to the termination of this Agreement, the Construction Coordinator shall remove its presence, including, but not limited to, all of the Construction Coordinator's property, machinery, and equipment from DEPARTMENT right of way and shall restore those portions of DEPARTMENT 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.

16. If the DEPARTMENT determines that the Project is not completed in accordance with the provisions of this Agreement, the DEPARTMENT shall deliver written notification of such to the Construction Coordinator. The Construction Coordinator shall have thirty (30) days from the date of receipt of the DEPARTMENT'S written notice, or such other time as the Construction Coordinator and the DEPARTMENT mutually agree to in writing, to complete the Project and provide the DEPARTMENT with written notice of the same (the "Notice of Completion"). If the Construction Coordinator fails to timely deliver the Notice of Completion, or if it is determined that the Project is not properly completed after receipt of the Notice of Completion, the DEPARTMENT, within its discretion may: 1) provide the Construction Coordinator with written authorization granting such additional time as the DEPARTMENT deems appropriate to correct the deficiency(ies); or 2) correct the deficiency(ies) at the Construction Coordinator's sole cost and expense, without DEPARTMENT liability to the Construction Coordinator for any resulting loss or damage to property, including, but not limited to, machinery and equipment. If the DEPARTMENT elects to correct the deficiency(ies), the DEPARTMENT shall provide the Construction Coordinator with an invoice for the costs incurred by the DEPARTMENT and the Construction Coordinator shall pay the invoice within thirty (30) days of the date of the invoice.

17. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the DEPARTMENT'S sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes. The DEPARTMENT'S liability for breach of this Agreement is limited in amount and shall not exceed the limitations of liability for tort actions as set forth in Section 768.28(5), Florida Statutes.

18. All formal notices, proposed changes and determinations between the parties hereto and those required by this Agreement, including, but not limited to, changes to the notification addresses set forth below, shall be in writing and shall be sufficient if mailed by regular United States mail, postage prepaid, to the parties at the contact information listed below.

19. The Construction Coordinator shall not cause any liens or encumbrances to attach to any portion of DEPARTMENT right of way.

20. This Agreement shall be governed by the laws of the State of Florida in terms of interpretation and performance. Venue for any and all actions arising out of or in any way related to the interpretation, validity, performance or breach of this Agreement shall lie exclusively in a state court of appropriate jurisdiction in Leon County, Florida.

21. The Construction Coordinator may not assign, pledge or transfer any of the rights, duties and obligations provided in this Agreement without the prior written consent of the DEPARTMENT'S District Secretary or his/her designee. The DEPARTMENT has the sole discretion and authority to grant or deny proposed assignments, with or without cause. Nothing herein shall prevent the Construction Coordinator from delegating its duties hereunder, but such delegation shall not release the Construction Coordinator from its obligation to perform this Agreement.

22. This Agreement shall be binding upon and inure to the benefit of the parties hereto 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 herein.

23. This instrument, together with the attached exhibits and documents made part hereof by reference, contain the entire agreement of the parties and no representations or promises have been made except those that are specifically set out in this Agreement. All prior and contemporaneous conversations, negotiations, possible and alleged agreements and representations, covenants, and warranties with respect to the subject matter of this Agreement, and any part hereof, are waived, merged herein and superseded hereby.

24. By their signature below, the parties hereby acknowledge the receipt, adequacy and sufficiency of consideration provided in this Agreement and forever waive the right to object to or otherwise challenge the same.

25. The failure of either party to insist on one or more occasions on the strict performance or compliance with any term or provision of this Agreement shall not be deemed a waiver or relinquished in the future of the enforcement thereof, and it shall continue in full force and effect unless waived or relinquished in writing by the party seeking to enforce the same.

26. 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.

27. If any section, paragraph, clause or provision of this Agreement is adjudged by a court, agency or authority of competent jurisdiction to be invalid, illegal or otherwise unenforceable, all remaining parts of this Agreement shall remain in full force and effect and the parties shall be bound thereby so long as principle purposes of this Agreement remain enforceable.

28. A modification or waiver of any of the provisions of this Agreement shall be effective only if made in writing and executed with the same formality as this Agreement.

29. The Construction Coordinator agrees to promptly indemnify, defend, save and hold harmless the DEPARTMENT and all of its officers, agents and employees from and pay all demands, claims, judgments, liabilities, damages, fines, fees, taxes, assessments, penalties, costs, expenses, attorneys' fees and suits of any nature or kind whatsoever caused by, or arising out of or related to the performance or breach of this Agreement by the Construction Coordinator, including, without limitation, performance of the Project within the DEPARTMENT'S right of way. The term "liabilities" shall specifically include, without limitation, any act, action, neglect or omission by the Construction Coordinator, its officers, agents, employees or representatives in any way pertaining to this Agreement, whether direct or indirect, except that neither the Construction Coordinator nor any of its officers, agents, employees or representatives will be liable under this provision for damages arising out of injury or damages directly caused or resulting from the sole negligence, intentional or wrongful acts of the DEPARTMENT or any of its officers, agents or employees. The Construction Coordinator shall notify the DEPARTMENT in writing immediately upon becoming aware of such liabilities. The Construction Coordinator's inability to evaluate liability, or its evaluation of liability, shall not excuse performance of the provisions of this paragraph. The indemnities assumed by the Construction Coordinator shall survive termination of this Agreement. The insurance coverage and limits required in this Agreement may or may not be adequate to protect the DEPARTMENT and such insurance coverage shall not be deemed a limitation on the Construction Coordinator's liability under the indemnities granted to the DEPARTMENT in this Agreement.

30. Construction Coordinator:

- (1) 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 Construction Coordinator during the term of the contract, and
- (2) shall expressly require any subcontractors performing work or providing services pursuant to the state contract 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 contract term.

31. COMPLIANCE WITH LAWS

The Construction Coordinator shall 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 Construction Coordinator in conjunction with this Agreement. Specifically, if the Construction Coordinator is acting on behalf of a public agency the Construction Coordinator shall:

- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Construction Coordinator.
- (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
- (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Construction Coordinator upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department. Failure by the Construction Coordinator to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Construction Coordinator shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Construction Coordinator and shall promptly provide the Department a copy of the Construction Coordinator's response to each such request.

**CONSTRUCTION COORDINATOR CONTACT INFORMATION**

Name YAMIL ALQUIZAR Title Engineering Manager  
Office No. (305) 687-2615 ext. \_\_\_\_\_ Cell \_\_\_\_\_ Email yalquizar@hialeahfl.gov

Name \_\_\_\_\_ Title \_\_\_\_\_  
Office No. \_\_\_\_\_ Cell \_\_\_\_\_ Email \_\_\_\_\_

Mail Address 900 E. 56th st, Building 4 Hialeah, Florida 33013

**IN WITNESS WHEREOF**, Construction Coordinator and the DEPARTMENT have executed this Agreement for the purposes herein expressed on the dates indicated below.

**CONSTRUCTION COORDINATOR**

By: \_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Print Name)  
\_\_\_\_\_ (Title)  
\_\_\_\_\_ (Date)

**DEPARTMENT OF TRANSPORTATION**

By: \_\_\_\_\_ (Signature)  
\_\_\_\_\_ (Print Name)  
\_\_\_\_\_ (Title)  
\_\_\_\_\_ (Date)

**Legal Review:**  
\_\_\_\_\_

**Special Provisions for Permit No. 2021-C-691-00009**

Section: 87260 / State Road: 826

**City of Hialeah**

**Construction Agreement**

**Reconstruction of W. 76th Street at W 20<sup>th</sup> Ave**

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1. Permit **APPROVAL IN NO WAY CONSTITUTES THAT THE PERMITTED HAS AN APPROVED LANE CLOSURE**. Please coordinate a pre-construction meeting with MR. Alberto Sua at (305) 603-7664, (305) 781-7956, Email: [Alberto.Sua@dbiservices.com](mailto:Alberto.Sua@dbiservices.com), a minimum of two (2) weeks prior to beginning of work within the F.D.O.T. Right-of-Way.
2. Submit a detailed lane closure form, noting work and time phases thru the Lane Closure Information System (LCIS) at <http://www.fdotlcis.com/closures.aspx> . The lane closure request shall be approved by the Department at least 2 weeks prior to beginning work within the FDOT Right of Way. **There shall be no lane closures (Unless approved by the District Maintenance Engineer /or the District Maintenance of Traffic Specialist) from Thanksgiving Day to New Year's Day, due to Moratorium.**
3. **THE MAINTENANCE OF TRAFFIC (MOT) PLANS MAY BE REVISED AT THE TIME OF THE PRE-CONSTRUCTION MEETING. MOT MUST BE IN ACCORDANCE WITH THE CURRENT EDITION OF THE FDOT ROADWAY AND TRAFFIC DESIGN STANDARDS – INDEX 600, AND THE MUTCD AS A MINIMUM.**
4. The Department reserves the right to access any portion of the State Right-of-Way as necessary for maintenance, construction or monitoring activities. There may be a Department Representative on location, which will reserve the right to increase or decrease the approved time frames. *If the Permittee's operations interfere with any current or future FDOT projects, the Permittee shall abide to the conditions of the Department Project Manager.*
5. Working hours within the FDOT right-of-way shall be between the hours of 9:30am and 3:30pm, or as directed by the department representative prior to commencement of work.
6. SIDEWALK SHALL BE RESTORED WITH FULL 4 INCHES THICK FLAGS WITH EXPANSION MATERIAL AND DETECTABLE DOMES FOR HANDICAP RAMPS ACCORDING TO THE F.D.O.T. ROADWAY AND TRAFFIC DESIGN STANDARDS – INDICES 300, 304, AND 310 (CURRENT EDITION) AND CONSTRUCTED ACCORDING TO THE F.D.O.T. STANDARDS SPECIFICATIONS FOR ROAD AND BRIDGE CONSTRUCTION – SECTION 522.
7. IN THE EVENT ROADWAY PAVEMENT IS DAMAGE, SHALL BE RESTORED AT THE PERMITTED EXPENSE BY MILLING AND RESURFACING TO MATCH OR EXCEED EXISTING PAVEMENT CONDITIONS, AND WILL BE IN FULL LANE WIDTH.
8. All portions of the state right-of-way disturbed in the construction of the proposed work shall be restored to FDOT Specifications.
9. When the Permittee's operations encounter or expose any abnormal condition which may indicate the presence of a hazardous waste, toxic waste, or contaminants, such operations shall cease immediately in the vicinity of the abnormal condition and Permittee **shall notify the Department's inspector and Ms. Maria Salgado of the District VI Environmental Management Office at 1000 N.W. 111 Ave., Miami, Florida 33172 (telephone number 305-470-5138). Every effort shall be made by the Permittee to minimize the spread of any contamination into uncontaminated areas.** Under no circumstances will the Permittee resume operations in the affected area until so directed by the Department's inspector. The Permittee shall assure that any actions carried out during permit activities are in accordance with all environmental agency requirements and provide the Department copies of deliverables submitted to environmental regulatory agencies. **The reports are to be submitted to the District Contamination Impact Coordinator at 1000 N.W. 111 Ave. (room # 6109), Miami, Fl. 33172-5800.**
10. In the event that it becomes necessary to accommodate passage of any emergency vehicle, passage shall be made available by clearing all personnel and staged equipment that may interfere with its passage immediately.
11. This permit does not grant approval for the installation, modification, or other construction of any utility connection(s) within the FDOT Right-of-way. A separate utility connection permit application by the utility owner must be submitted to and approved by the Department prior to beginning any work in conjunction with any proposed utility connection(s).

**Special Provisions for Permit No. 2021-C-691-00009**

Section: 87260 / State Road: 826

**City of Hialeah**

**Construction Agreement**

**Reconstruction of W. 76th Street at W 20<sup>th</sup> Ave**

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12. The Permittee shall provide and maintain safe temporary access to all adjacent property at all times and shall maintain accommodations for intersecting and crossing traffic within the construction zone. No road or street crossing shall be blocked or unduly restricted as determined by the engineer.
13. **The permittee will ensure that no unsafe area(s) for pedestrian and motorist will remain during any time of the construction.** They shall be protected in accordance with the FDOT Roadway and Traffic Design Standards - Index series 600.
14. A copy of this permit and plans will be on the job site at all times during the construction of this facility.
15. Permittee is cautioned that utilities may be located within the construction area.
16. Validity of this permit is contingent upon Permittee obtaining necessary permits from all other agencies involved.
17. **Final restoration shall be coordinated with the Department Representative.** All portions of the State Right-of-Way disturbed in the construction of the proposed work shall be restored to F.D.O.T. Specifications within thirty (30) days upon completion of the permitted installation.
18. **Beginning any work within the F.D.O.T. Right-of-Way associated with this permit constitutes acceptance of these conditions.**



**WORK WITHIN THE  
F.D.O.T.  
RIGHT OF WAY SHALL  
CONFORM TO CURRENT  
F.D.O.T. STANDARDS  
AND SPECIFICATIONS**

