

RESOLUTION 17-03

A RESOLUTION OF THE CITY OF ALACHUA, FLORIDA; RELATING TO A REQUEST TO PROVIDE OFF-SITE MITIGATION FOR THE REMOVAL OF TREES IN ACCORDANCE WITH SECTION 6.2.1 OF THE CITY'S LAND DEVELOPMENT REGULATIONS; ESTABLISHING THE FEE FOR OFF-SITE MITIGATION FOR THE REQUEST; REQUIRING PAYMENT OF THE FEE FOR OFF-SITE MITIGATION PRIOR TO THE ISSUANCE OF A BUILDING PERMIT FOR NEW CONSTRUCTION; ESTABLISHING THE PERIOD OF VALIDITY OF THE REQUEST; AND PROVIDING AN EFFECTIVE DATE.

RECITALS

WHEREAS, Section 6.2.1 of the City's Land Development Regulations ("LDRs") establishes tree protection standards;

WHEREAS, Section 6.2.1(D)(1) of the City's LDRs requires new trees to be installed to replace healthy regulated trees, and requires regulated trees to be replaced on a one-for-one basis, and for heritage and champion trees to be replaced on an inch-for-inch basis;

WHEREAS, Section 6.2.1(D)(7) of the City's LDRs allows off-site mitigation for required tree replacement that cannot be accommodated through on-site mitigation by permitting off-site mitigation trees to be planted in City-owned properties and parks, City rights-of-way, preservation or conservation areas owned by the City, and within medians and rights-of-way of State and County roads where an interlocal agreement authorizes such plantings;

WHEREAS, the formula for the calculation off-site mitigation is provided within Section 6.2.1(D)(7)(c) of the City's LDRs, and is equal to the cost of the replacement tree, plus installation (including labor and equipment), plus maintenance for one year, plus fund administration;

WHEREAS, the City has received an application for a site plan (the "Site Plan") for proposed development on Tax Parcel Numbers 03191-010-001 and 03191-011-001, as described in Exhibit "A" (the "Property");

WHEREAS, the Site Plan shows 56 regulated trees and 7 heritage trees along the northern perimeter of the Property proposed for removal;

WHEREAS, the majority of the trees proposed to be removed are of an undesirable species and present potential long-term safety and maintenance issues;

WHEREAS, the number of trees proposed for removal would require 223 trees to be planted to mitigate for those proposed for removal;

WHEREAS, the Site Plan proposes to provide a total of 45 replacement trees on-site to mitigate for those proposed for removal;

WHEREAS, the owners of the Property have requested the City consider off-site mitigation in accordance with Section 6.2.1(D)(7) of the City's LDRs for those trees that cannot be accommodated through on-site mitigation, due to the location of proposed structures, parking, and code-required tree plantings;

WHEREAS, the applicant for the Site Plan has provided a memorandum that calculates the payment required for off-site mitigation in accordance with the formula provided within Section 6.2.1(D)(7)(c) of the City's LDRs, attached hereto as Exhibit "B";

WHEREAS, the owners of the Property desire to proceed with consideration of the proposed Site Plan;

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

Section 1. Findings.

The Commission finds, determines, and declares that the above recitals are true and correct and are hereby incorporated into this resolution by reference.

Section 2. Approval of Off-Site Mitigation

The Commission approves the request to provide payment for off-site mitigation for those trees that cannot be accommodated through on-site mitigation. The payment for off-site mitigation shall be in accordance with the calculation of the fee as provided within a memorandum from Caeli Tolar, PLA, of Causseaux, Hewett, & Walpole, Inc., dated October 10, 2016, in the amount of \$17,725.24, attached hereto as Exhibit "B", and in accordance with the plans for the Property prepared by Randall S. Olney, P.E., of Causseaux, Hewett, & Walpole, Inc., dated October 17, 2016, including any amendments thereto duly approved by the City.

Section 3. Payment for Off-Site Mitigation

In accordance with Section 6.2.1(D)(7)(d) of the City's LDRs, the fee for off-site mitigation shall be paid to the City prior to the issuance of a building permit for new construction with an approved Site Plan for the Property.

Section 4. Validity of Off-Site Mitigation

Off-site mitigation shall be a condition of any final development order for the Property associated with the plans prepared by Randall S. Olney, P.E., of Causseaux, Hewett, & Walpole, Inc., dated October 17, 2016, including any amendments thereto duly approved by the City.

This Resolution shall take effect immediately upon passage and approval.

DULY ADOPTED in regular session, this 28th day of November, 2016.

CITY COMMISSION OF THE
CITY OF ALACHUA, FLORIDA



Gib Coerper, Mayor

ATTEST:



Traci L. Gresham, City Manager/Clerk

EXHIBIT “A”

A PORTION OF LOT 1 OF ‘PROGRESS TECHNOLOGY PARK’, A SUBDIVISION AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 28, PAGES 86 AND 87 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA; BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE SOUTHWEST CORNER OF LOT 1 OF ‘PROGRESS TECHNOLOGY PARK’, A SUBDIVISION AS PER PLAT THEREOF, RECORDED IN PLAT BOOK 28, PAGES 86 AND 87 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SAID CORNER LYING ON THE NORTHERLY RIGHT-OF-WAY LINE OF STATE ROAD NO.’S 20 AND 25 (U.S. HIGHWAY NO. 441, 200 FOOT RIGHT-OF-WAY), AND RUN THENCE SOUTHEASTERLY ALONG SAID RIGHT-OF-WAY LINE AND ALONG THE ARC OF A CURVE, CONCAVE NORTHERLY, HAVING A RADIUS OF 2191.86 FEET, THROUGH A CENTRAL ANGLE OF 10°32’48” AN ARC DISTANCE OF 403.46 FEET, SAID ARC BEING SUBTENDED BY A CHORD, HAVING A BEARING AND DISTANCE OF SOUTH 78°36’19” EAST, 402.89 FEET; THENCE NORTH 05°35’16” EAST, 286.19 FEET; THENCE NORTH 77°10’09” WEST, 50.95 FEET; THENCE NORTH 12°49’51” EAST, 168.13 FEET; THENCE NORTH 84°24’33” WEST, 394.02 FEET TO A POINT ON THE WEST LINE OF SAID LOT 1 AND TO A POINT ON THE EASTERLY RIGHT- OF-WAY LINE OF NW 119TH TERRACE, SAID POINT LYING ON THE ARC OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 370.00 FEET; THENCE SOUTHERLY, ALONG THE ARC OF SAID CURVE, AND ALONG SAID EASTERLY RIGHT-OF-WAY LINE, THROUGH A CENTRAL ANGLE OF 08°09’57”, AN ARC DISTANCE OF 52.73 FEET TO THE END OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD, HAVING A BEARING AND DISTANCE OF SOUTH 01°49’26” WEST, 52.69 FEET; THENCE SOUTH 02°15’33” EAST, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, 176.16 FEET TO THE BEGINNING OF A CURVE, CONCAVE EASTERLY, HAVING A RADIUS OF 450.00 FEET; THENCE SOUTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 06°19’05” AN ARC DISTANCE OF 49.62 FEET TO THE END OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD, HAVING A BEARING AND DISTANCE OF SOUTH 05°25’06” EAST, 49.60 FEET, THE END OF SAID CURVE BEING THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 121.00 FEET; THENCE SOUTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE, AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 17°55’58”, AN ARC DISTANCE OF 37.87 FEET TO THE END OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 00°23’21” WEST, 37.72 FEET, THE END OF SAID CURVE BEING THE BEGINNING OF A CURVE, CONCAVE WESTERLY, HAVING A RADIUS OF 440.00 FEET; THENCE SOUTHERLY, ALONG SAID EASTERLY RIGHT-OF-WAY LINE AND ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF 08°21’30”, AN ARC

DISTANCE OF 64.19 FEET TO THE END OF SAID CURVE, SAID ARC BEING SUBTENDED BY A CHORD, HAVING A BEARING AND DISTANCE OF SOUTH 13°32'05" WEST, 64.13 FEET; THENCE SOUTH 17°42'49" WEST, ALONG SAID EASTERLY RIGHT-OF- WAY LINE, 42.77 FEET TO THE POINT OF BEGINNING.

AND ALSO:

A PARCEL OF LAND BEING A PORTION OF LOT 1, PROGRESS TECHNOLOGY PARK, A PLAT THEREOF AS RECORDED IN PLAT BOOK 28, PAGE 86-87 OF THE PUBLIC RECORDS OF ALACHUA COUNTY, FLORIDA, SITUATED IN SECTION 13 AND 24, TOWNSHIP 8 SOUTH, RANGE 18 EAST, CITY OF ALACHUA, ALACHUA COUNTY, FLORIDA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGIN AT THE NORTHEAST CORNER OF SAID LOT 1; THENCE SOUTH 6°38'36" WEST ALONG THE EAST LINE OF SAID LOT 1, A DISTANCE OF 363.83 FEET; THENCE SOUTH 9°25'10" EAST ALONG SAID EAST LINE, A DISTANCE OF 405.56 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1 AND TO A POINT ON A CURVE LYING ON THE NORTH RIGHT OF WAY LINE OF U.S. HIGHWAY NO. 441 (200-FOOT RIGHT OF WAY) BEING CONCAVE NORTHERLY, HAVING A RADIUS OF 2191.78 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF SOUTH 89°59'03" WEST, 468.69 FEET; THENCE WESTERLY ALONG THE ARC OF SAID CURVE, THE SOUTH LINE OF SAID LOT 1 AND ALONG SAID NORTH RIGHT OF WAY LINE, THROUGH A CENTRAL ANGLE OF 12°16'32", AN ARC LENGTH OF 469.59 FEET TO SOUTHEAST CORNER OF LANDS DESCRIBED IN OFFICIAL RECORDS BOOK 4343, PAGE 2222 OF SAID PUBLIC RECORDS; THENCE DEPARTING SAID NORTH RIGHT OF WAY LINE THE FOLLOWING FOUR (4) COURSES ALONG THE BOUNDARY OF SAID LANDS: (1) NORTH 5°35'16" EAST, A DISTANCE OF 286.19 FEET; (2) THENCE NORTH 77°10'09" WEST, A DISTANCE OF 50.95 FEET; (3) THENCE NORTH 12°49'51" EAST, A DISTANCE OF 168.13 FEET; (4) THENCE NORTH 84°24'33" WEST, A DISTANCE OF 394.02 FEET TO A POINT ON A CURVE LYING ON THE EAST RIGHT OF WAY LINE OF NORTHWESTERLY 119TH TERRACE (RIGHT OF WAY VARIES), AND LYING ON THE WEST LINE OF AFOREMENTIONED LOT 1, SAID CURVE IS CONCAVE EASTERLY, HAVING A RADIUS OF 370.42 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH 11°31'19" EAST, 72.38 FEET; THENCE THE FOLLOWING FOUR (4) COURSES ALONG SAID EAST RIGHT OF WAY LINE AND SAID WEST LINE OF LOT 1: (1) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL

ANGLE OF $11^{\circ}12'49''$, AN ARC LENGTH OF 72.50 FEET; (2) THENCE NORTH $17^{\circ}07'56''$ EAST, A DISTANCE OF 119.59 FEET TO THE BEGINNING OF A CURVE CONCAVE WESTERLY, HAVING A RADIUS OF 430.00 FEET AND BEING SUBTENDED BY A CHORD HAVING A BEARING AND DISTANCE OF NORTH $12^{\circ}15'59''$ EAST, 72.95 FEET; (3) THENCE NORTHERLY ALONG THE ARC OF SAID CURVE, THROUGH A CENTRAL ANGLE OF $9^{\circ}43'54''$, AN ARC LENGTH OF 73.03 FEET; (4) THENCE NORTH $7^{\circ}24'02''$ EAST, A DISTANCE OF 103.96 FEET TO NORTHWEST CORNER OF AFOREMENTIONED LOT 1, LYING ON THE SOUTH RIGHT OF WAY LINE OF COUNTY ROAD NO. 2054 (66-FOOT RIGHT OF WAY); THENCE SOUTH $82^{\circ}35'58''$ EAST ALONG SAID SOUTH RIGHT OF WAY LINE AND THE NORTH LINE OF SAID LOT 1, A DISTANCE OF 748.69 FEET TO THE POINT OF BEGINNING.



EXHIBIT "B"

JACKSONVILLE | GAINESVILLE | OCALA
8563 Argyle Business Loop, Ste. 3, Jacksonville, Florida 32244
132 NW 76th Drive, Gainesville, Florida 32607
101 NE 1st Avenue, Ocala, Florida 34470
WWW.CHW-INC.COM

MEMORANDUM

To: Justin Tabor, AICP
From: Caeli Tolar, PLA
Date: 10/10/16
RE: Foundation Park Phase 2 – Tree Mitigation Payment

Good morning Justin,

As discussed during our recent phone conversation, I have done some research to determine a mitigation cost per replacement tree for Foundation Park Phase 2. As outlined in City of Alachua Code Sec. 6.2.1(D)(7):

- (a) *The City may allow off-site mitigation for required tree replacement that cannot be accommodated through on-site mitigation. Trees authorized for off-site mitigation shall be planted in City-owned properties and parks, City rights-of-way, and preservation or conservation areas owned by the City. The City may also plant trees within the medians and rights-of-way of State and County roads where an interlocal agreement authorizes such plantings.*
- (b) *The City will establish a separate fund within the City's chart of accounts to be used exclusively for off-site tree mitigation payments. Funds withdrawn from this account shall be spent solely for the planting and maintenance of new trees in accordance with this section.*
- (c) *The off-site mitigation formula shall be equal to the cost of the replacement tree, plus installation (labor and equipment), plus maintenance for one year, plus fund administration. This formula will be multiplied by the number of trees to be planted. The fee for off-site tree mitigation shall be adopted by the City Commission through resolution.*
- (d) *Fees for off-site mitigation shall be paid to the City prior to the issuance of any tree removal permit or building permit for new construction with an approved site plan or plat. Receipts for payment will be specifically marked for the off-site mitigation account.*

The following information provided outlines the process by which we have determined our mitigation payment calculations.

Description of Project Mitigation

Within this project, there are several trees proposed to be removed along County Road 2054 along the northern perimeter of the site. The majority of the trees to be removed are undesirable species such as Laurel Oaks and Water Oaks. These trees present potential long-term safety and maintenance issues as they mature. Additionally, these trees present conflicts with proposed utilities along the northern portion of the site that are necessary to serve the proposed buildings. Therefore, all existing trees along the northern perimeter of the site are proposed for removal.

Thirty-one replacement trees have been proposed within Pod B and fourteen replacement trees have been provided within Pod C. After the placement of these mitigation trees, there is still a deficit of mitigation trees required for both Pods B & C totaling 178 trees. Due to the locations of proposed structures, parking, and code-required tree plantings, there is inadequate space on the site at the completion of Pod C's construction to provide all 178 additional replacement trees for mitigation. Therefore, we are proposing a mitigation payment in lieu of on-site planting.

Determination of Replacement Tree Cost

At least 50% of the replacement trees must be shade trees, according to Sec.6.2.1(D)(4). According to Sec. 6.2.2(D)(8)(b)(ii), "Canopy trees shall be a minimum of eight feet in height with the caliper based on the tree type per Florida Nursery and Grade Standard." The remaining 50% of the replacement trees shall be

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ornamental/understory trees, which, as outlined in Sec. 6.2.2(D)(8)(b)(iii), should be a minimum of 1 ½" caliper. Based on Florida Grades and Standards, we determined that a 15 gallon replacement tree can satisfy both the 8' minimum height and 1 ½" minimum caliper requirements.

To establish this number, we have taken the average, installed cost for 15 gallon trees provided to us on each of three recent and comparable projects:

Project #1:
15 gal. \$65

Project #2:
15 gal. \$74

Project #3:
15 gal. \$80

Overall Average:
15 gal. \$73

Establishment/maintenance costs vary across projects, so we have done some research to estimate a standard cost. For the purposes of this project we will utilize the Florida Department of Transportation's standard, which is an additional 24% in establishment/maintenance costs (see Attachment 'A').

Therefore: \$73 + and additional 24% = \$90.52 per tree (installed + establishment/maintenance cost). The City of Alachua also requires an additional 10% fund administration as per Sec. 6.2.1(D)(7)(c), so our estimation of the cost per replacement tree is **\$99.58 per tree.**

Mitigation Calculations

Heritage Trees (>30", at Inch-For Inch Replacement)

Pod B

Total Mitigation Inches Required = 223"

223" ÷ 1 ½" caliper per tree = 149 trees

Pod C

Total Mitigation Inches Required = 27"

27" ÷ 1 ½" caliper per tree = 18 trees

Regulated Trees (<30", >10", at 1:1 Replacement)

Pod B

Total Regulated Trees Removed = 40 trees

Pod C

Total Regulated Trees Removed = 16 trees

Total Mitigation Payment

Pod B

149 trees + 40 trees = 189 trees – 31 proposed mitigation trees = 158 trees

Pod C

18 trees + 16 trees = 34 trees – 14 proposed mitigation trees = 20 trees

Pod B = 158 replacement trees x \$99.58 per tree = \$15,733.64

Pod C = 22 replacement trees x \$99.58 per tree = \$ 1,991.60

Total Mitigation Payment Required = \$17,725.24

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Florida Department of Transportation

RICK SCOTT
GOVERNOR

605 Suwannee Street
Tallahassee, FL 32399-0450

JIM BOXOLD
SECRETARY

PROGRAM MANAGEMENT MEMORANDUM 15-01
PROJECT MANAGEMENT MEMORANDUM NO. 15-01
DCE MEMORANDUM NO. 04-15
DME MEMORANDUM NO. 15-01

DATE: February 13, 2015

TO: Directors of Transportation Development, Directors of Transportation Operations, District Design Engineers, District Construction Engineers, District Maintenance Engineers, and District Program Management Engineers/Administrators

FROM: David A. Sadler, P.E., Director, Office of Construction
Tim Lattner, P.E., Director, Office of Maintenance
Trey Tillander, P.E., Manager, Office of Program Management
Bob Crim, P.E., Manager, Production Support Office
Kendra Sheffield, Manager, Work Program Development

COPIES: Brian Blanchard, Tom Byron, Duane Brautigam, Greg Davis, Daniel Scheer, Rudy Powell, Jeff Caster

SUBJECT: Implementation of Landscape Contracts

BACKGROUND

In 2013, the Executive Team established a new policy through Engineer and Operations (E&O) Memo 13-1 to program stand alone landscape projects using maintenance contract language and Phase 52 funds. This will allow landscape contracts to remain open throughout the plant establishment period and is expected to improve the Department's ability to enforce contract deliverables throughout the entire establishment period. All costs during the establishment period are incorporated as part of the capital cost of the plant material and will function as a warranty against loss.

REQUIREMENTS

Landscaping Included as Part of the Roadway Construction Project:

Landscape installations totaling the lesser of \$100,000 or 10% of the preliminary cost estimate may continue to be included in a roadway construction project (including Design-Build roadway construction projects), as incidental landscape work.

There is no establishment period included in the specifications governing these roadway construction projects. Districts should determine who will be responsible for establishment and maintenance. If the party responsible for the landscape maintenance is someone other than the Department (i.e., Local Agency, etc.) a Maintenance Memorandum of Agreement must be fully executed during the project design and no later than the project letting.

Stand-alone Landscaping Projects:

The stand-alone landscaping projects will be programmed as either dependent or independent stand-alone projects for all fiscal years. Stand-alone landscaping projects will be advertised as Maintenance contracts and include Maintenance specifications which contain contract terms establishing an installation period and defined milestones for an establishment period of two years. No more than seventy-six percent of the contract amount will be paid prior to the start of the establishment period after which monthly payments to the contractor will be issued only upon satisfactory performance. The landscape installation Maintenance specification has been created to support this change (see Specification at: <http://www.dot.state.fl.us/specificationsoffice/Maintenance/Jan15/default.shtm>).

Dependent Stand-alone Landscaping Projects:

Landscaping associated with a roadway construction project will be programmed as a stand-alone landscape project in **the year in which roadway construction is anticipated for completion** and will be scheduled immediately following roadway construction. If the roadway construction project is federally funded, the landscaping work may also be eligible for the same federal funds.

Independent Stand-alone Landscaping Projects:

Landscaping not associated with a roadway construction project will be programmed as stand-alone landscape project in the year in which the landscape project is ready for production. Independent stand-alone landscaping projects will be state funded and let in the District Office.

Performance Bond:

The performance bond required in the Maintenance specifications, SP0030500 Award of Contract, is an annual renewable bond so that the contractor does not have to obtain a bond for 2+ years for the full contract value. The performance bond covers the installation period and the establishment period or the total contract time allowed.

Example: If the contract time is 930 days (2.55 years) with a hypothetical value of \$5 million, take the \$5 million and divide by the 2.55 years to arrive at the annual bond amount of \$1,960,784. Therefore, the first 12 months of the contract will require a performance bond for \$1,960,784; for the second 12 months, a performance bond for \$1,960,784; and for the final 7 months a performance bond for \$1,078,431 (which is the remaining contract amount $\$1,960,784 \times 2 = \$3,921,568$ minus $\$5,000,000 = \$1,078,431$).

Pay Items:

These contracts will be lump sum, and therefore there would only be one pay item (999-2). Seventy-six percent (76%) of the total contract value is payable upon completion of the planting, with the other twenty four-percent (24%) being paid monthly over the two year establishment period. The contractor is required to submit a schedule of values just as they would on a lump sum contract. Failure to perform will be a reduction in payment and not treated as retainage.

Contract Time:

Stand-alone landscaping contracts are to be designated in the AASHTO Projects (formerly Trns•port) Preconstruction system as Calendar Day Contracts. A Calendar Day Contract can be designated by selecting the “Time” tab on the “Proposal Summary” page and then selecting “CD-Calendar Days” on the “Type of Days” drop-down menu.

Incidental Work:

The intent is that these are landscape contracts, and will only include items of work that are necessary for the installation of the landscaping. Any items incidental to the landscaping would be exactly that, “incidental,” and included in the lump sum landscape pay item. It is important to minimize the amount of work required which is not directly related to the installation of landscape plantings. For dependent landscape projects, all of the site work and any associated hardscape should be included in the highway construction contract. For independent landscape projects, it may be necessary to include some incidental items of work, but if this work amounts to a large portion of the contract work, consideration should be given to letting a separate construction project to accomplish the site work and non-landscape planting work necessary for the project.

Funding:

A Federal funding process for stand-alone landscaping has not been developed. Independent landscaping work by itself is no longer eligible for federal funds. For landscaping to be federally funded, it has to be part of the overall highway construction work authorized by FHWA. Going forward, FHWA has agreed to fund landscaping work that is a component of a highway construction project as a separate contract following the completion of the highway construction contract; with both contracts fulfilling the overall construction of the federally funded project. These are referred to as dependent stand-alone landscape projects.

Coordination:

The District Landscape Architects should be a common participant in all of these projects. For the stand-alone landscape packages, the preparer of the specifications package will need to coordinate closely with Maintenance staff and District contracting staff.

The District Landscape Architect is to be involved throughout all phases of landscape projects. Involvement of the District Landscape Architect during roadway and landscape design, construction and maintenance is necessary to fully comply with the Department Environmental Policy and Highway Beautification Policy.

Contract Administration:

The contract administration of the stand-alone landscape projects needs to be determined by each Director of Transportation Operations. The administration of stand-alone landscape projects can be performed by District Maintenance staff, District Construction staff, or a combination of these.

IMPLEMENTATION

This joint bulletin/memo is effective immediately and supersedes Estimates Bulletin 13-10, Project Management Memo 13-02, DCE Memorandum 13-21 and DMDH Memorandum 13-03.

The stand-alone Landscaping Specification is currently on Specs-on-the-Web as a Maintenance Specification (SS5800000) for use by the District Offices to execute a contract for all landscaping projects that meet the criteria described above.

The appropriate (Federal Aid or Non-Federal Aid) Construction landscaping Special Provision (SP5800000 Landscaping) will be used for any landscaping work that is to remain in the roadway construction contract starting with July 2015 lettings.

CONTACT

Jeff Caster, R.L.A.
State Transportation Landscape Architect
Florida Department of Transportation
605 Suwannee Street, MS 40
Tallahassee, FL 32399-0450
Phone (850)-414-5267
jeff.caster@dot.state.fl.us

PROGRAM MANAGEMENT MEMORANDUM 15-01
PROJECT MANAGEMENT MEMORANDUM NO. 15-01
DCE MEMORANDUM NO. 04-15
DME MEMORANDUM NO. 15-01
Page 5 of 5

Daniel Scheer, P.E.
State Specifications Engineer
Florida Department of Transportation
605 Suwannee Street, MS 75
Tallahassee, FL 32399-0450
Phone (850)-414-4130
daniel.scheer@dot.state.fl.us

Rudy Powell, P.E.
State Construction Engineer
Florida Department of Transportation
605 Suwannee Street, MS 31
Tallahassee, FL 32399-0450
Phone (850)-414-4280
rudy.powell@dot.state.fl.us

Melissa Hollis
Basis of Estimates Coordinator
Florida Department of Transportation
605 Suwannee Street, MS 75
Tallahassee, FL 32399-0450
Phone (850)-414-4182
melissa.hollis@dot.state.fl.us

Michael E. Sprayberry, P.E.
State Administrator for Maintenance - Contracting
Florida Department of Transportation
605 Suwannee Street, MS 52
Tallahassee, FL 32399-0450
Phone (850)-414-5757
mike.sprayberry@dot.state.fl.us

Kendra H. Sheffield.
Manager, Work Program Development
Florida Department of Transportation
605 Suwannee Street, MS 21
Tallahassee, FL 32399-0450
Phone (850)-414-4627
kendra.sheffield@dot.state.fl.us

DFB/DAS/TRL/VYT/KHS/dls

EXHIBIT "B" - PAGE 7 OF 7

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