AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, FEBRUARY 20, 2024
7:00 PM

Call to Order

Invocation; Moment of Silence; and Pledge of Allegiance

Roll Call:
Mayor Jim Kuretski
Vice-Mayor Ron Delaney
Councilor Andy Fore
Councilor Cameron May
Councilor Malise Sundstrom
Town Manager Frank Kitzerow
Town Attorney Thomas J. Baird

If you would like to speak on any item, please submit a Comment Card.

PROCLAMATION

1. 2-1-1 Helpline Awareness Month - Ms. Patrice Schroeder - 2-1-1 Palm Beach/Treasure Coast.

PRESENTATION

2. JFRD Implementation Update. #

3. 2023 Citizen Survey Results.

CITIZEN COMMENTS

All Non-agenda items are limited to three (3) minutes. Anyone wishing to speak is asked to state his/her name and address for the record prior to addressing the Town Council. Council will not discuss these items this evening. **Any issues will be referred to Staff for investigation; a report will be forwarded to Council; and citizens will be contacted.**

MINUTES

4. February 6, 2024 Town Council Meeting Minutes.

CONSENT AGENDA

All items listed in this portion of the agenda are considered routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilor or citizen so requests; in which event, the item will be removed and considered at the beginning of the regular agenda.

PUBLIC HEARING

5. **Ordinance 9-24, First Reading,** Approving an amendment of Town Code Section 2-109 Pertaining to the Town's Purchasing Procedures. (second reading 3/5/24)

PUBLIC BUSINESS

6. **Resolution 29-24,** Approving a Landscape Maintenance Memorandum Agreement.

7. **Resolution 30-24,** Authorizating the work order no. 48 of contract EPW2016-12D with Wantman Group, Inc for the Jupiter Community and FIND Park Playground Improvements in an amount not to exceed $65,730.03

8. **Resolution 31-24,** Authorizating the work order no. 6 of contract EPW 2016-12 C with Stanley Consultants, Inc. for the Design of Intersection Improvements at Toney Penna Drive and Bush Road in an amount not to exceed $158,706.40.

REGULAR AGENDA

PUBLIC HEARING

9. **Ordinance 4-24, First Reading,** Town-Initiated Zoning Text Amendment to Section 27-264, entitled "Application for Rehearings". (second reading 3/19/2024)

REPORTS

TOWN ATTORNEY

TOWN MANAGER

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

ADJOURNMENT

Town Council Future Meetings
DATE: March 5, 2024
DATE: March 18, 2024

NOTICE
Town Council and CRA Meetings are now webcasted real-time and viewable on your computer or mobile device.
www.jupiter.fl.us/Live
Back up material for the Town Council Meetings are available online one (1) week before the Regular Meetings
= no materials attached *revisions may occur*
www.jupiter.fl.us

Section 2-64; Decorum, disturbing meeting
While the Town Council is in session, the members thereof and the public present in the Council chambers shall not, by conversation or otherwise, delay or interrupt the proceeding or the peace of the Council. It shall be unlawful for any person to disturb or disrupt a meeting of the Town Council or to refuse to obey the orders of the presiding officer in the conduct of the meeting and such person shall be subject to being summarily ejected from the meeting.

Note: Persons are advised that if they wish to appeal any decision made at this meeting, they will need a record of the proceedings and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based, per Section 286.0105 of the Florida Statute. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office at TownClerk@jupiter.fl.us or 561-741-2752 at least 48 hours in advance to request accommodations.

TOWN OF JUPITER
2023 Citizen Survey Results

DATE	February 20, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Shawn Reed, Community Relations Manager/PIO
SUBJECT	Presentation of Results of the 2023 Citizen Survey by Polco/National Research Center.

EXECUTIVE SUMMARY

Attached is a presentation of the summary results of the 2023 edition of Jupiter's Citizen Survey. The survey was conducted by Polco and the National Research Center (NRC) using an ICMA-endorsed instrument and process. The 2023 survey marks the 10th time that the Town has conducted a Citizen Survey and the ninth time utilizing the National Research Center (2009, 2011, 2014, 2015, 2016, 2017, 2019, 2021).

In 2023, 3,000 randomly-sampled households in Jupiter were mailed surveys. Of those, about 10% were returned because the household was vacant or the postal service was unable to delivery the survey as addressed. Of the remaining 2,692 households, 441 completed the survey. This represents a response rate of 16%. Polco's typical response rate is between 10% and 20%.

Jupiter's results remain extremely strong when compared to national and Florida benchmark communities. When compared to national benchmarks, Jupiter rated higher in 28 categories, similar in 92 categories and lower in two (2) categories. When compared to peer communities in the state of Florida, Jupiter was higher in 33 categories, similar in 88 categories and lower in one (1) category.

When examining the results, it should be noted that communities across the country experienced fluctuations in ratings during the COVID-19 pandemic. Several items that experienced upticks in 2021 for Jupiter have since reverted back to their pre-pandemic levels, mirroring nationwide trends.

The survey showed that Jupiter residents continue to enjoy a high quality of life and strong sense of safety. About 96 percent of respondents rated Jupiter as excellent or good in overall quality of life and 95 percent gave the same rating in terms of Jupiter as a place to live. Jupiter also ranked highly in a place to raise children and a place to retire, both of which ranked higher than peer communities in Jupiter. Residents also overwhelmingly rated Jupiter as excellent or good in terms of safety, with 98 percent indicating they felt safe in their neighborhood during the day and 9 in 10 reported feeling safe from violent crime.

Housing and development continue to be a concern for Jupiter residents. The quality of new development declined from 64 percent in 2021 to 50 percent in 2023 and the feelings on the variety of housing options declined from 49 percent to 38 percent. The cost of living in Jupiter and the availability of affordable housing were the only categories in which Jupiter was lower than the national benchmarks.

Among the custom questions submitted by the Town, nearly all respondents (95%) indicated they were concerned about the increased traffic caused by new development and 9 out of 10 indicated they were concerned about increased housing density.

ANALYSIS

STRATEGIC PRIORITY

● Unique, Small Town Feel

ATTACHMENTS

1. The NCS Jupiter Presentation 2024 - Final

FUNDING SOURCE

Approved in Budget	$27,150	Sources: FY2024 Operating Budgets, General Fund
Additional Funding Requested	$0	Sources:

For more information or copies of the attachments, please contact Shawn Reed at shawnr@jupiter.fl.us or 561-741-2347.

Polco National Research Center

THE NCS™

THE NATIONAL COMMUNITY SURVEY™

Results for Jupiter, FL 2023 National Community Survey™

Polco

Civic Communication & Analytics Platform

Smarter, better connected communities. A civic surveying, policy polling, and constituent communication tech platform.

National Research Center

Advanced Survey Science & Performance Analytics

Data insights to help communities move forward. The premiere provider of professional civic surveys and performance benchmarking analyses.

Questions about our product?

Visit **www.polco.us** to learn more

Exclusive partners of:

ICMA NLC NATIONAL LEAGUE OF CITIES

Role of Resident Surveys in Local Governance

Monitor trends in resident opinion

Measure government performance

Inform budget, land use, strategic planning decisions

Benchmarking to other communities

Facets of Community Livability

THE NCS™

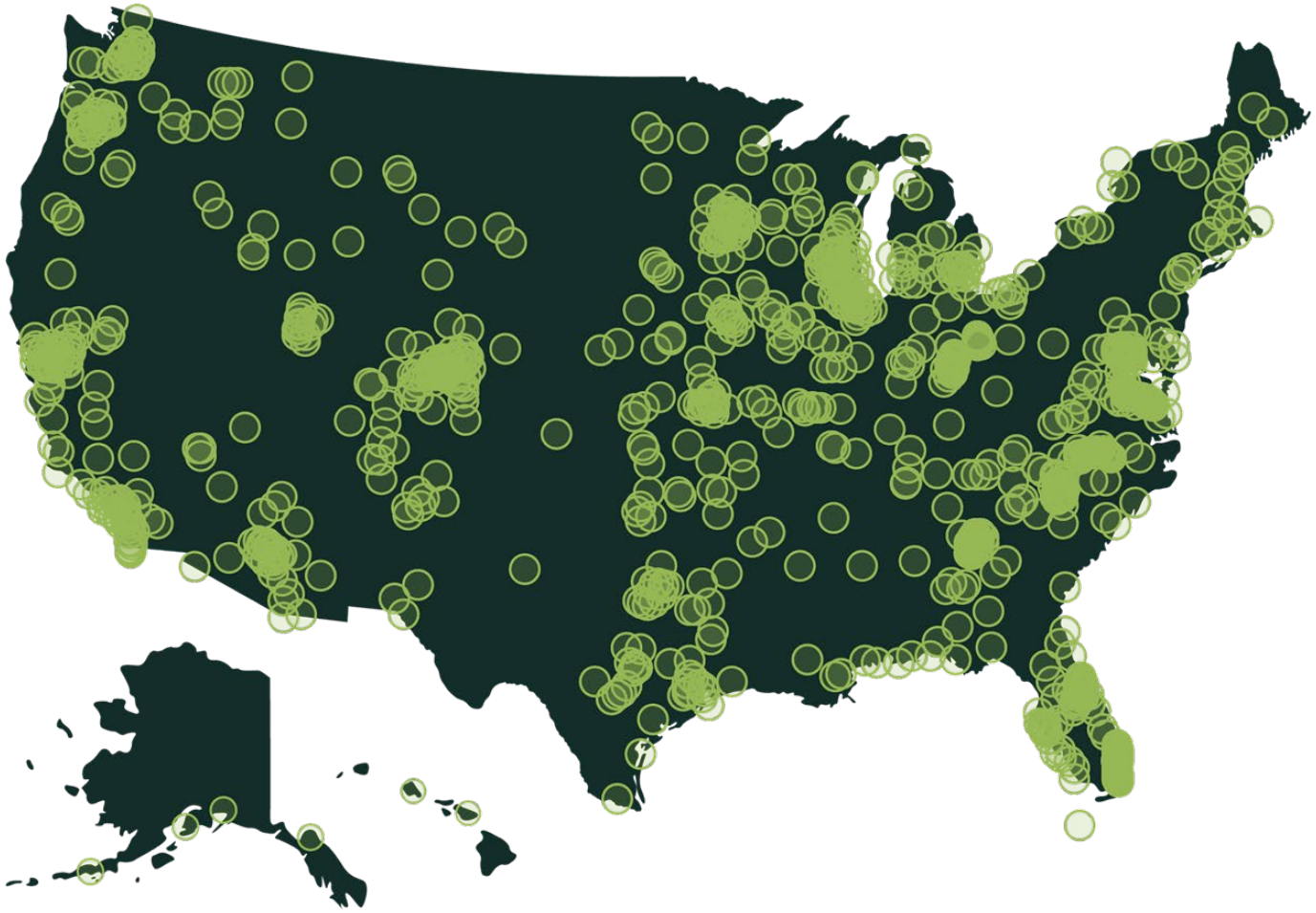
THE NATIONAL COMMUNITY SURVEY™

The National Community Survey™ in Jupiter

The NCS™ for Jupiter, FL

- 8th time conducting The NCS (previous survey in 2021)
- Survey conducted from October 16, 2023 – November 27, 2023
- Mailing approach employed:
  - Probability-based sample of 3,000 randomly selected households
  - 441 total responses received
  - 16% overall response rate
  - Note: a link to the survey was shared via a local Facebook page
- Non-probability, open-participation survey: 35 responses
- Results statistically weighted to reflect Jupiter overall
- 95% confidence interval with a +/- 5% margin of error

Polco's Benchmarking Database

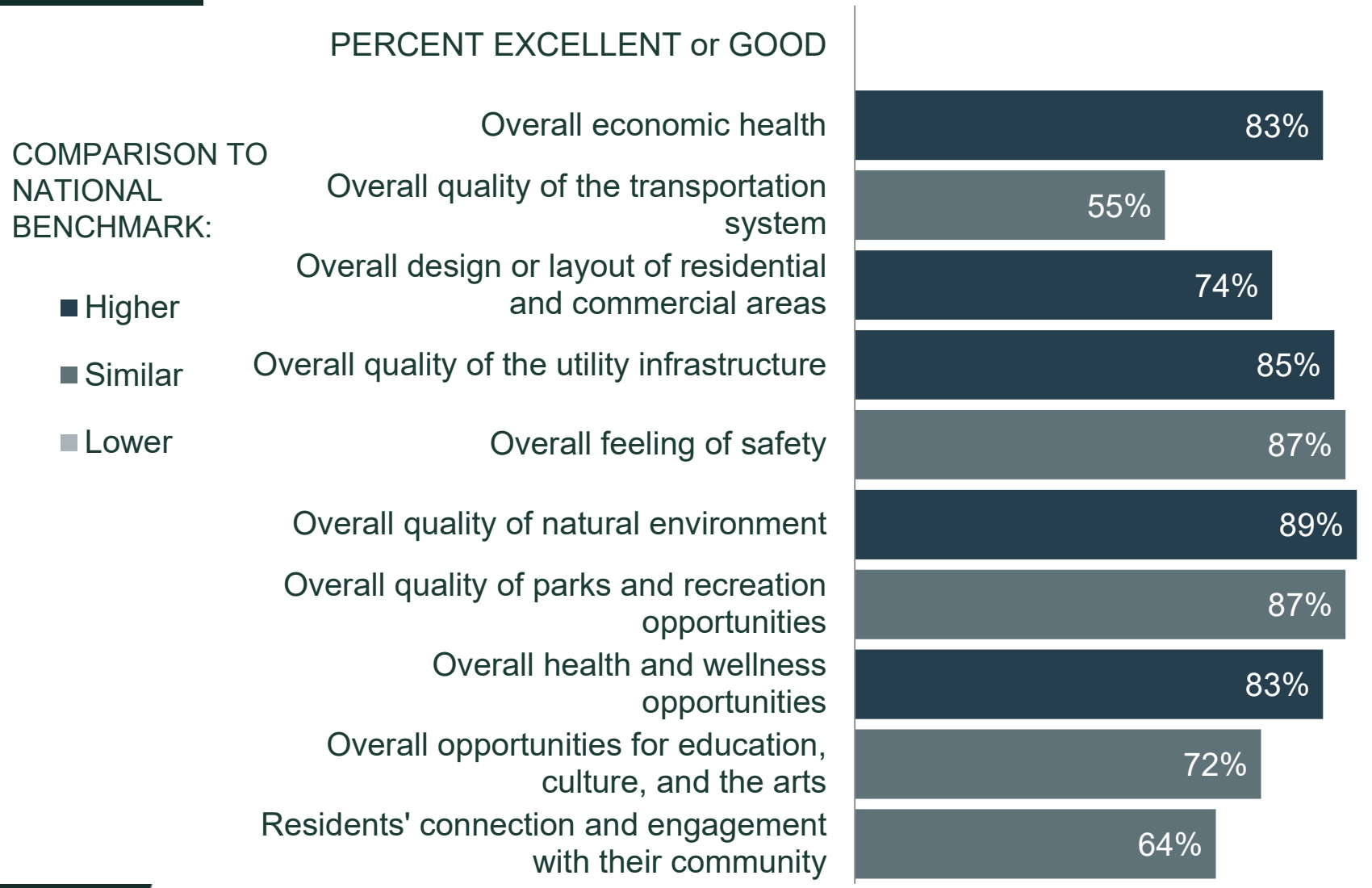


More than **500** comparison communities across the nation.

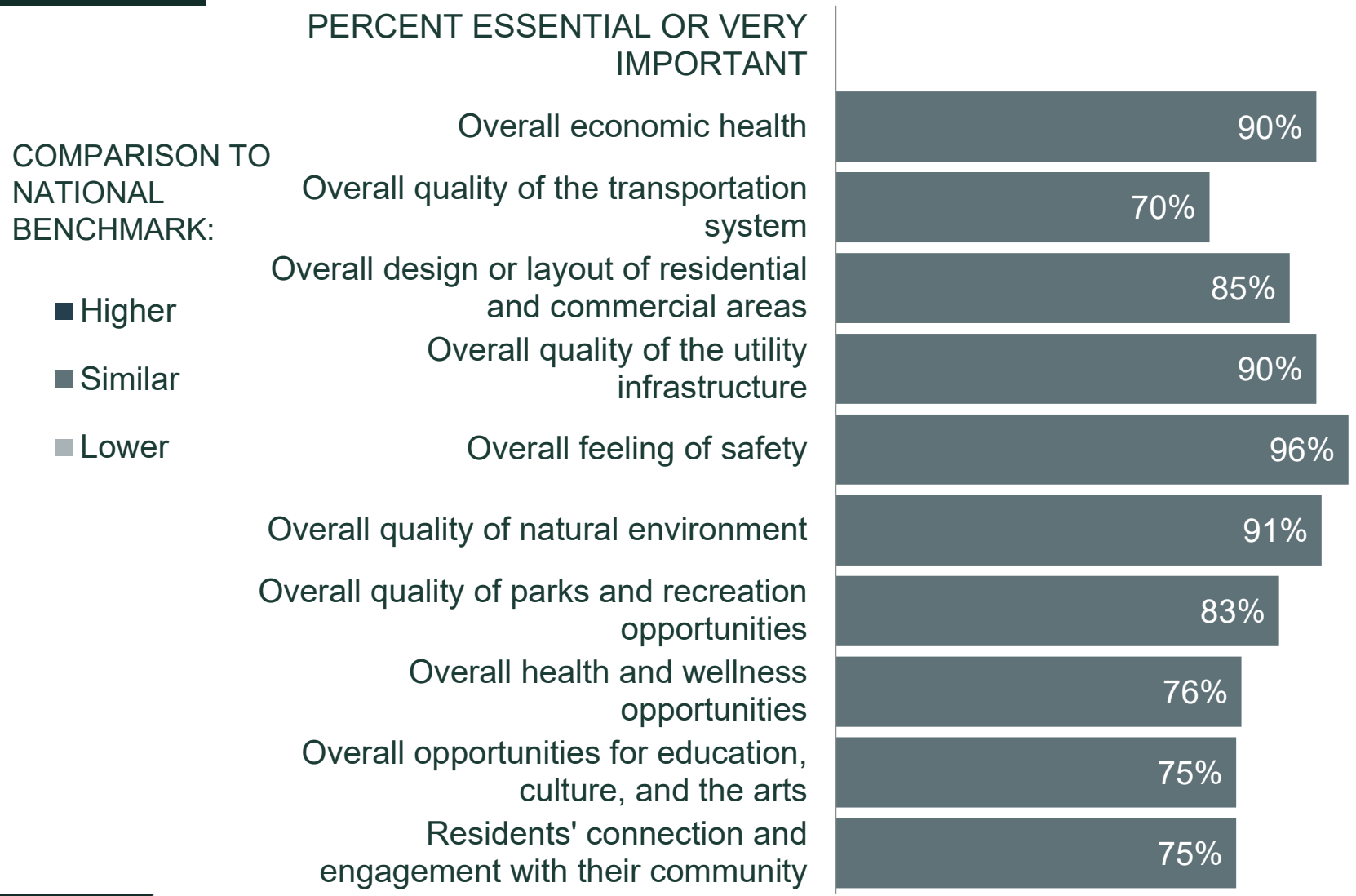
Representing the opinions of more than **50 million** residents.

Overview of Survey Results

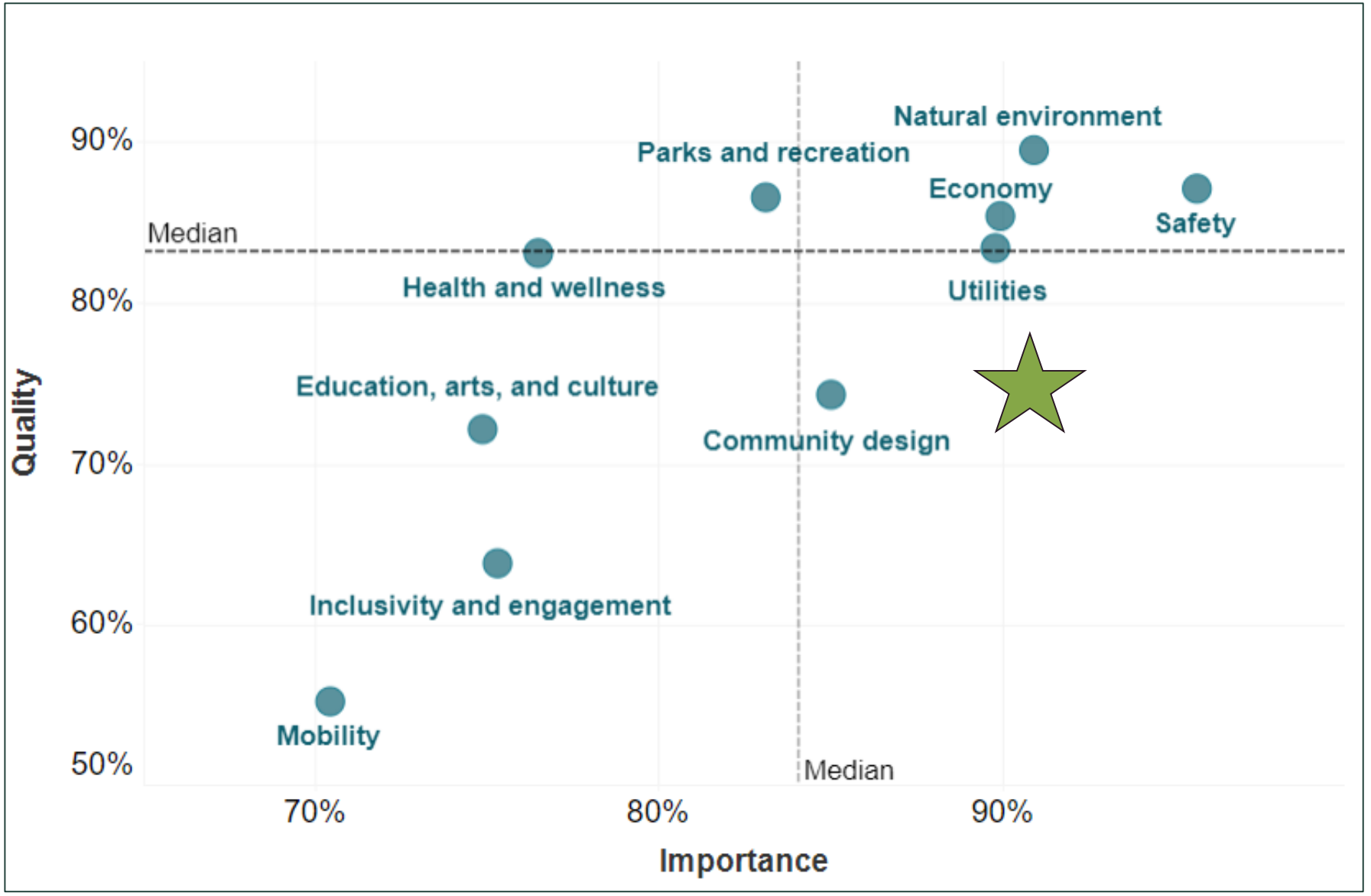
Facets of Community Livability: Quality



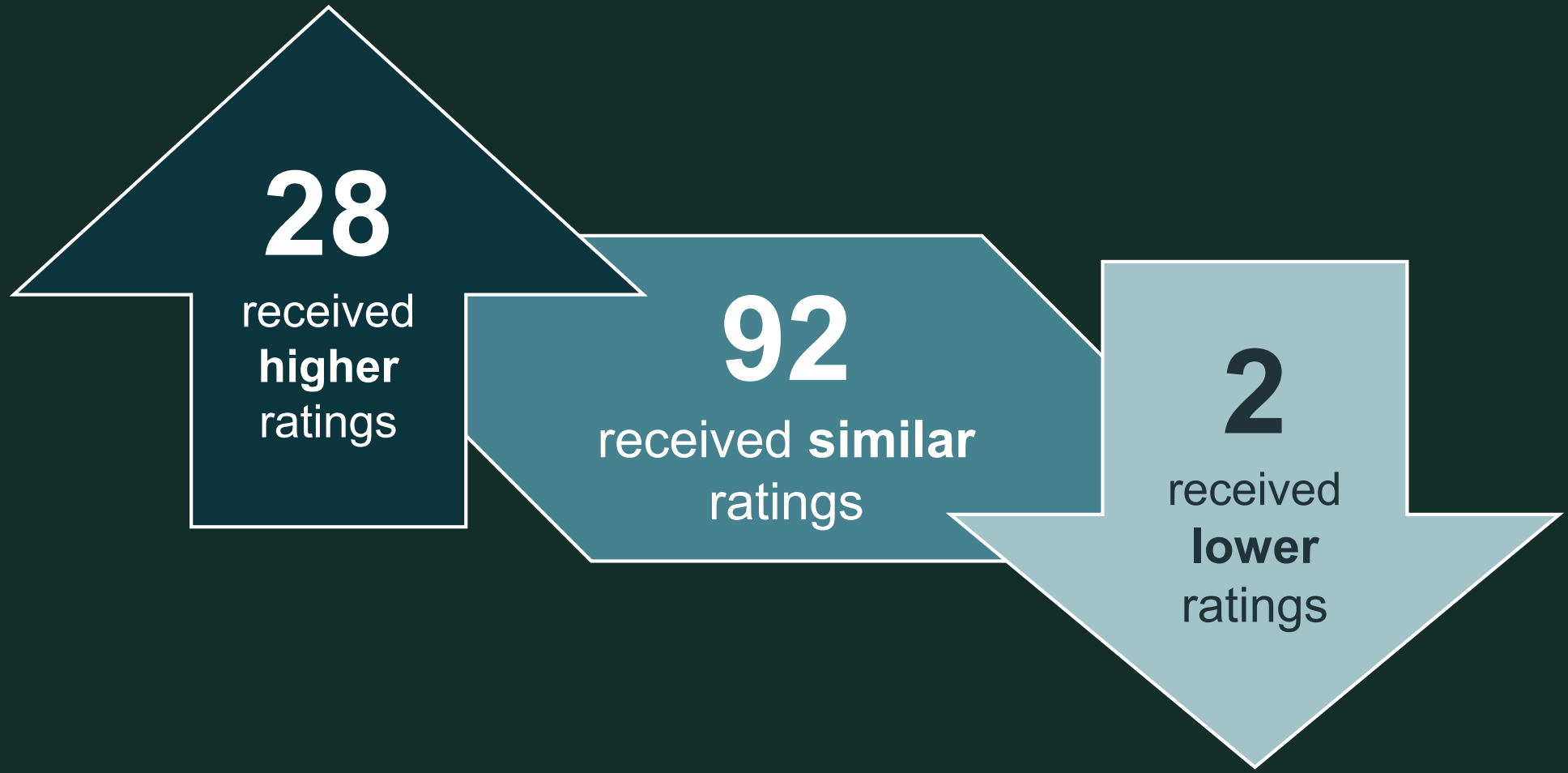
Facets of Community Livability: Importance



Balancing Quality and Importance

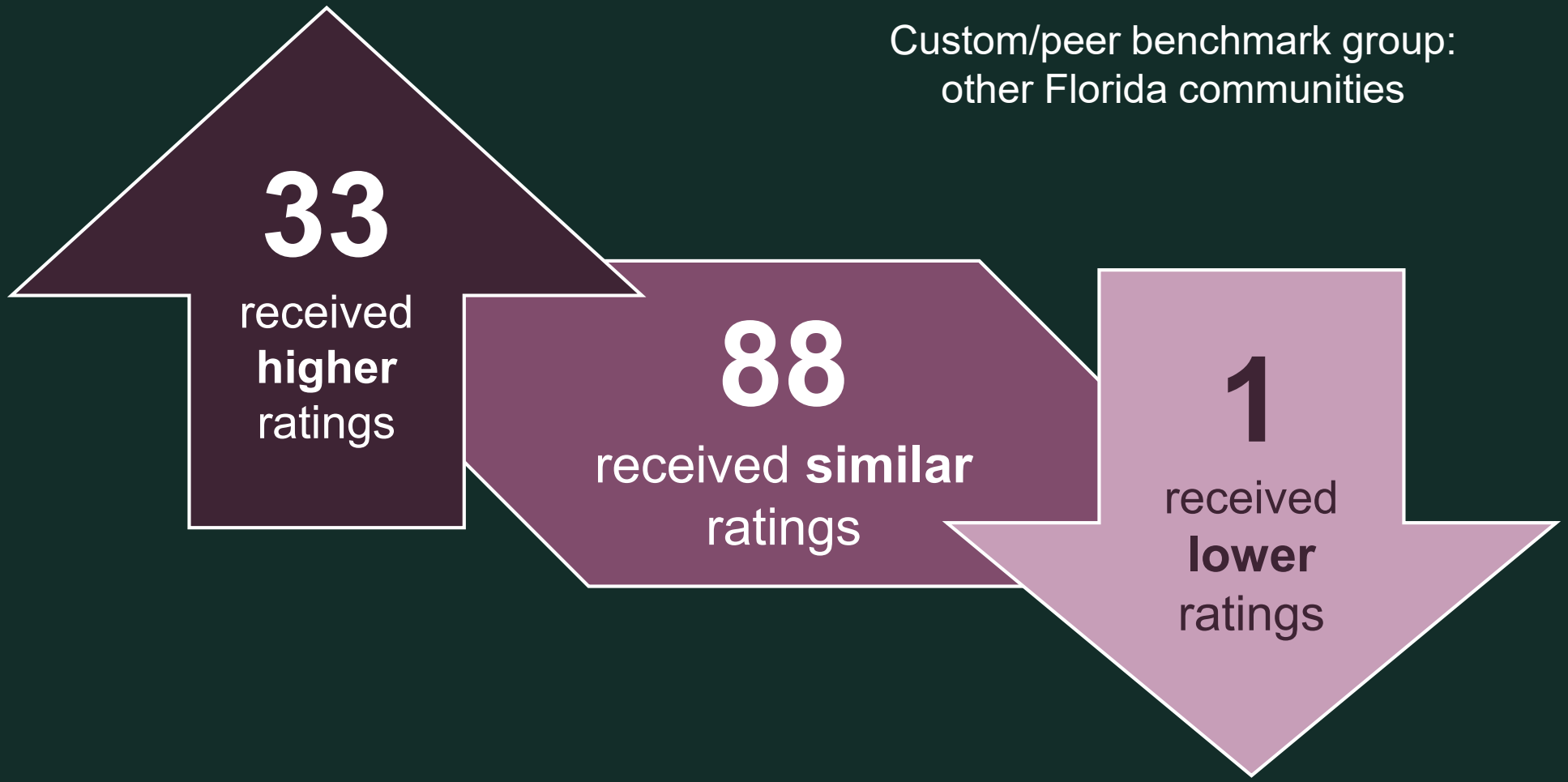


Comparisons to National Benchmarks



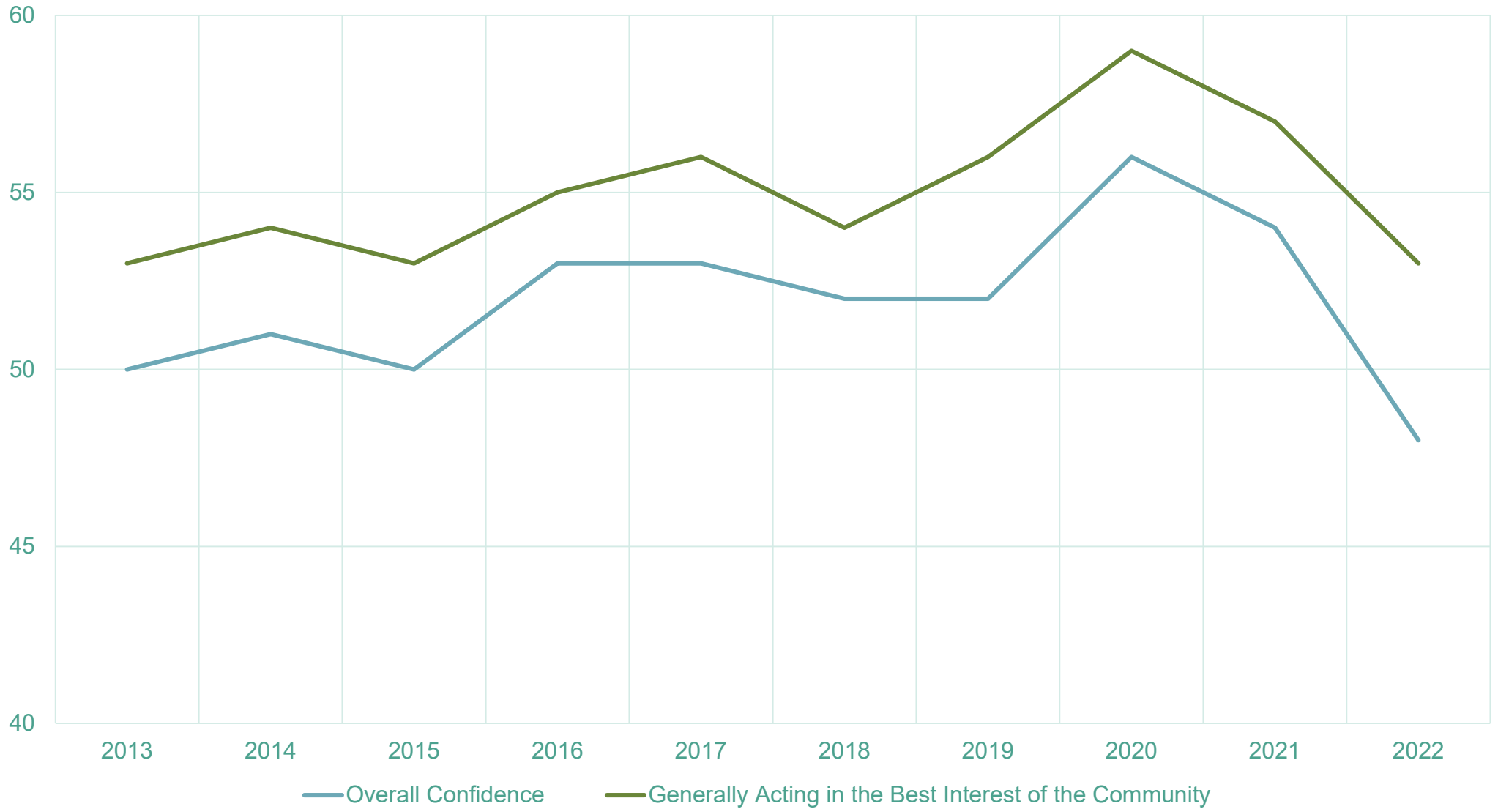
Comparisons to Peer Community Benchmarks

Custom/peer benchmark group:
other Florida communities

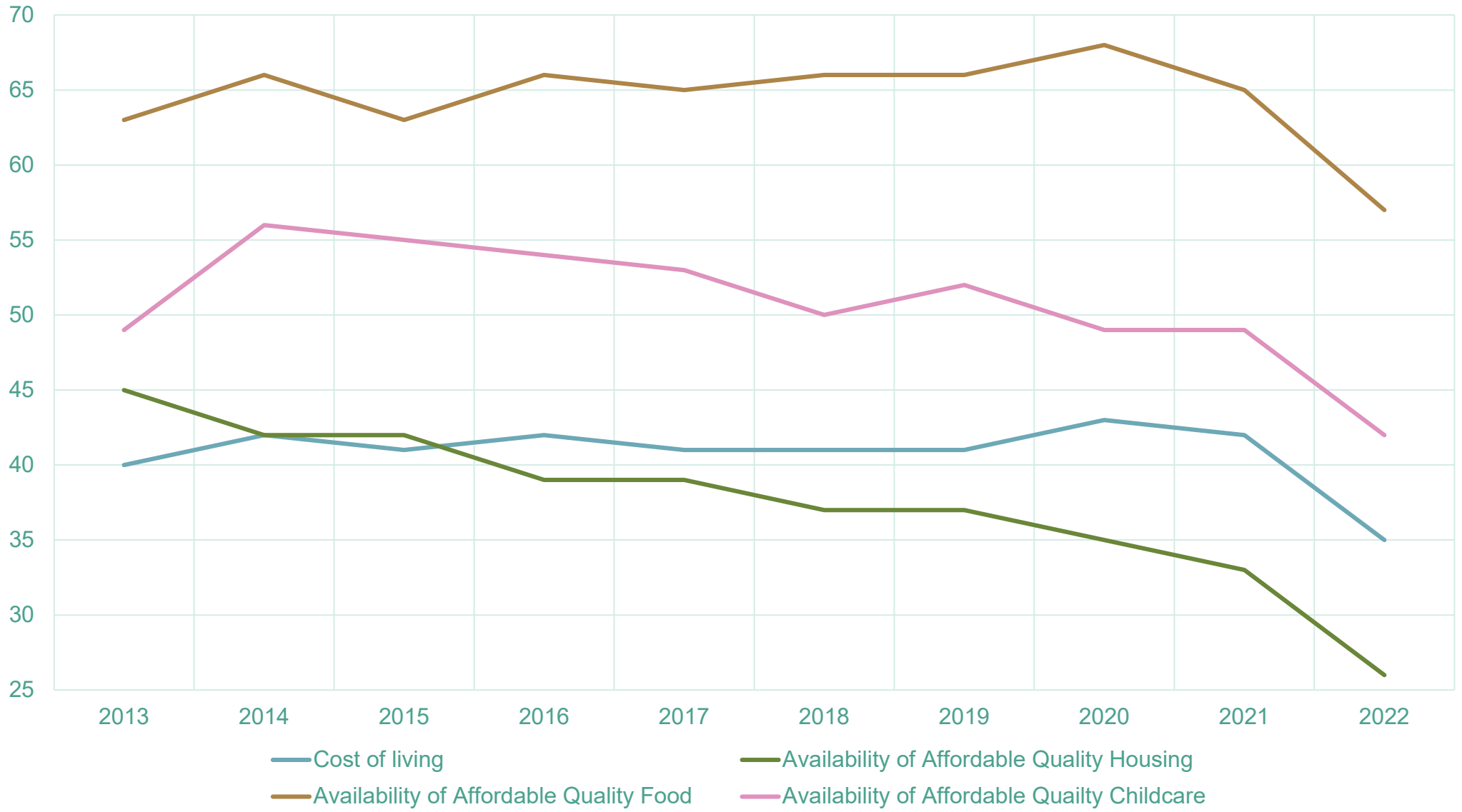


Comparisons from 2021 to 2023

National Ratings for Local Government Trust (2013-2022)



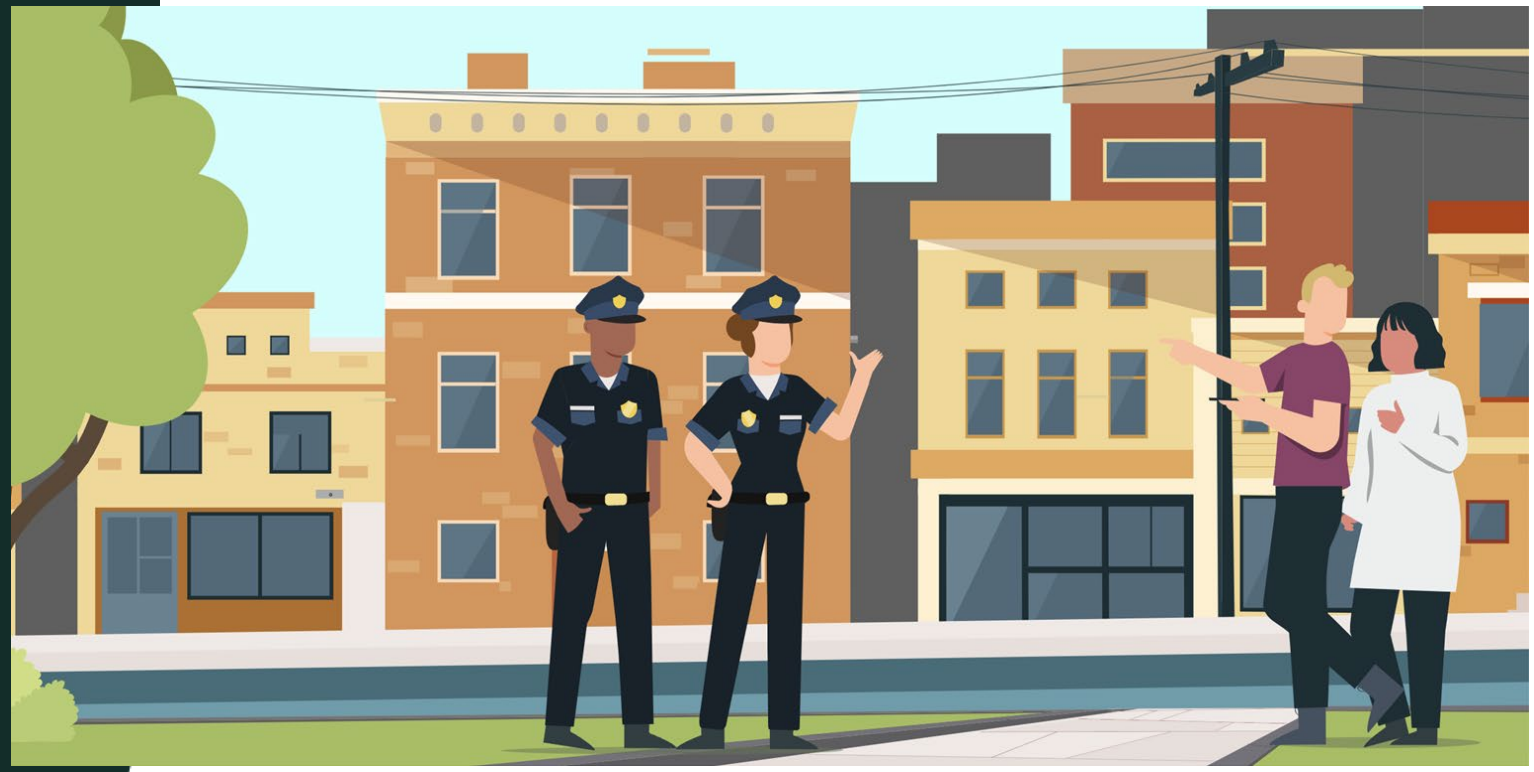
National Economic & Affordability Sentiment (2013-2022)



Key Findings

Key Finding #1

Jupiter residents continue to enjoy a high quality of life and strong sense of safety.



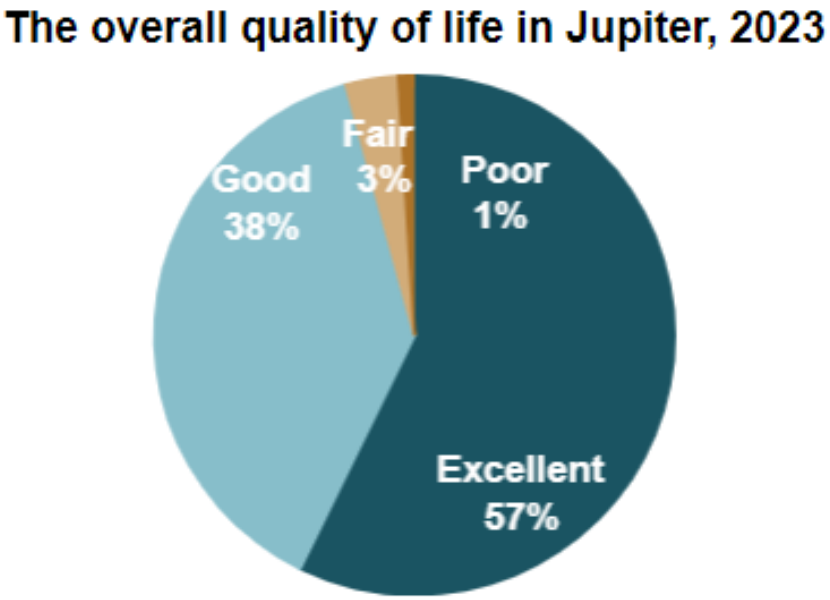
Overall Community Quality

About

9 in 10

residents gave **excellent** or **good** ratings to:

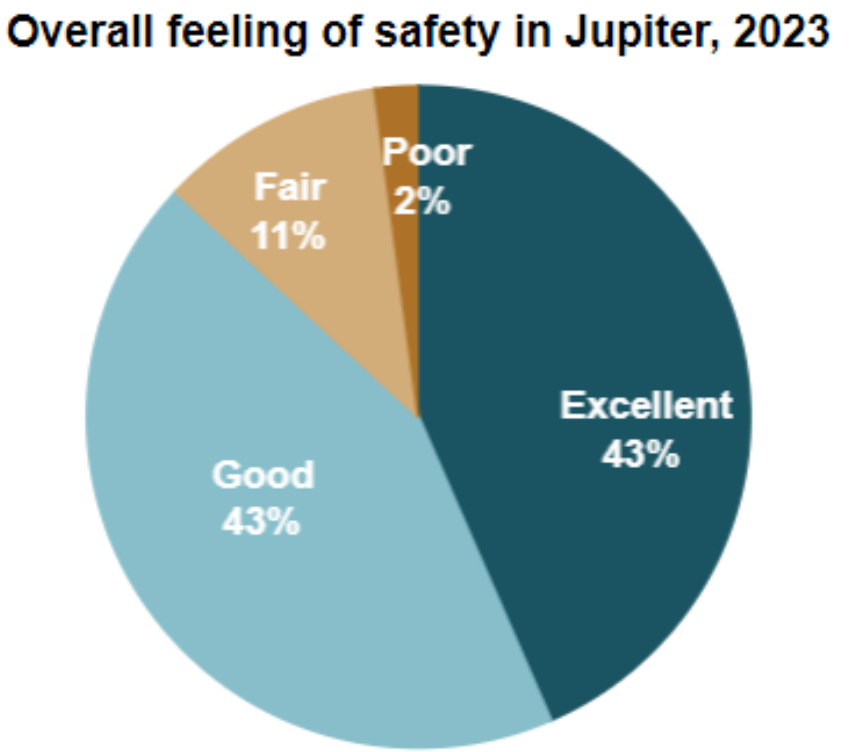
- Jupiter as a place to live
- Overall image or reputation
- The overall quality of life in Jupiter



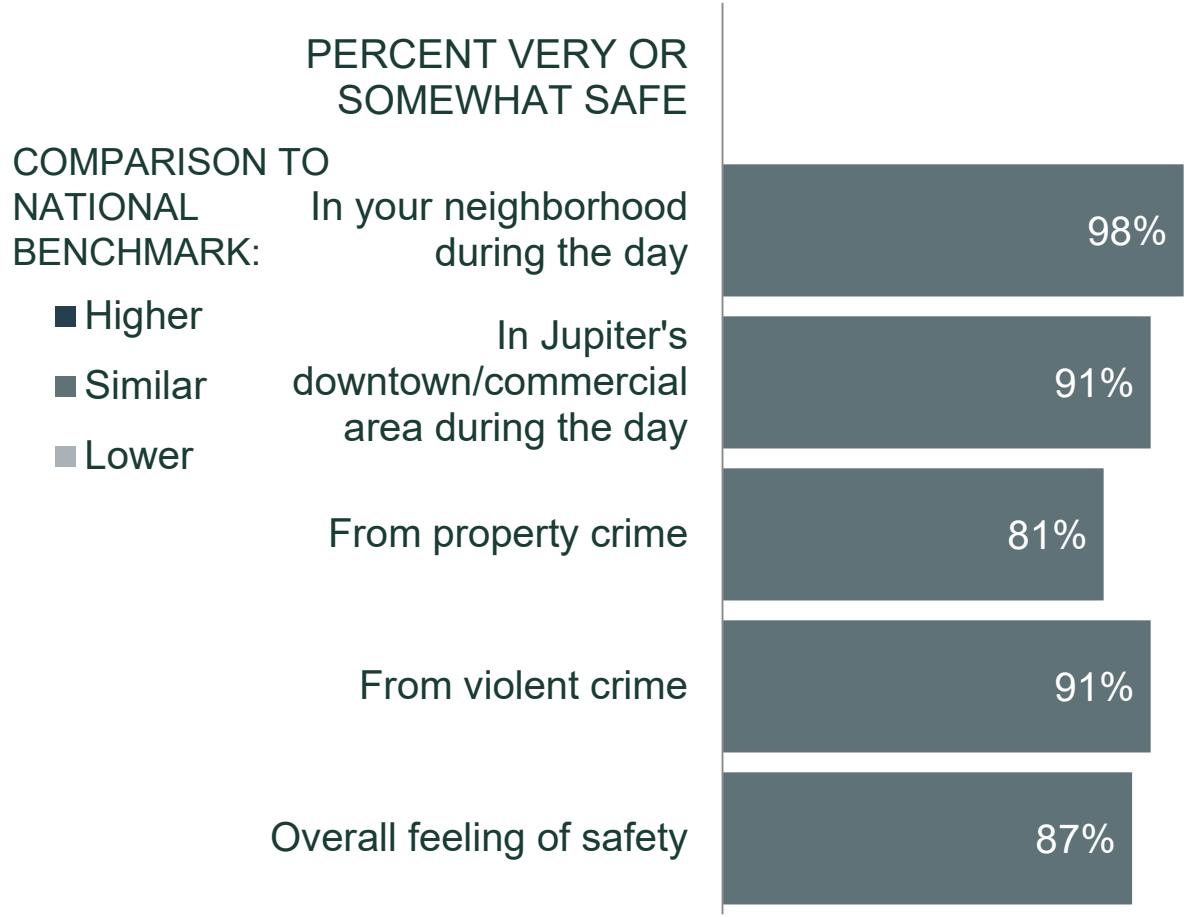
8 in 10 residents also:

- Plan to remain in Jupiter for the next 5 years

Safety in Jupiter

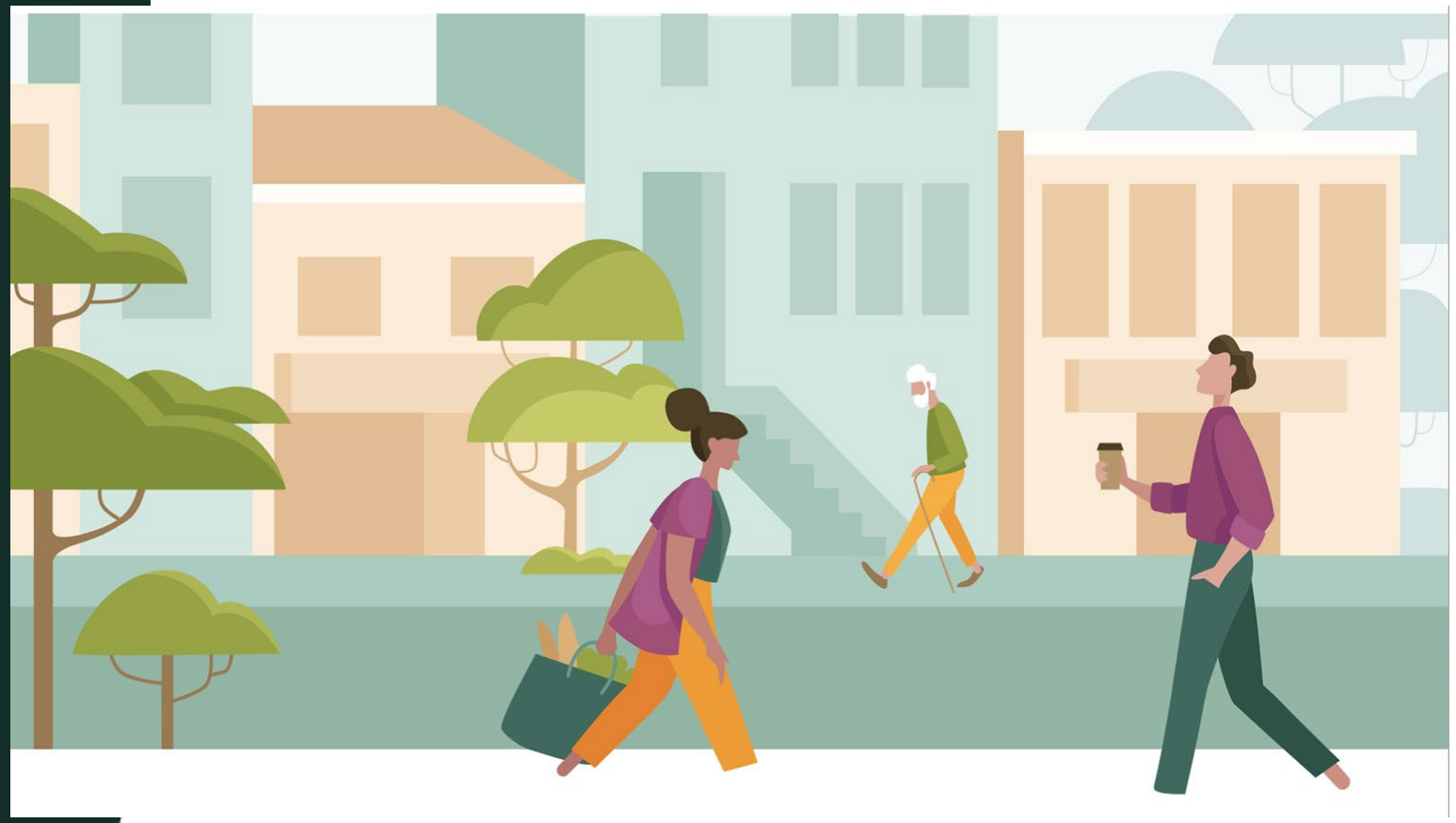


Please rate how safe or unsafe you feel:

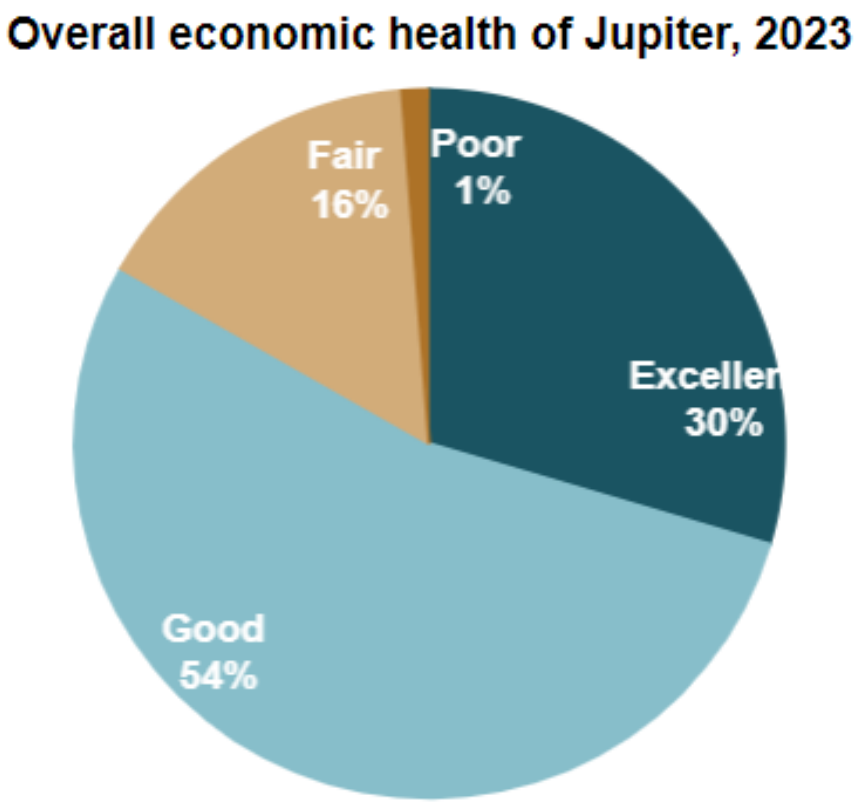


Key Finding #2

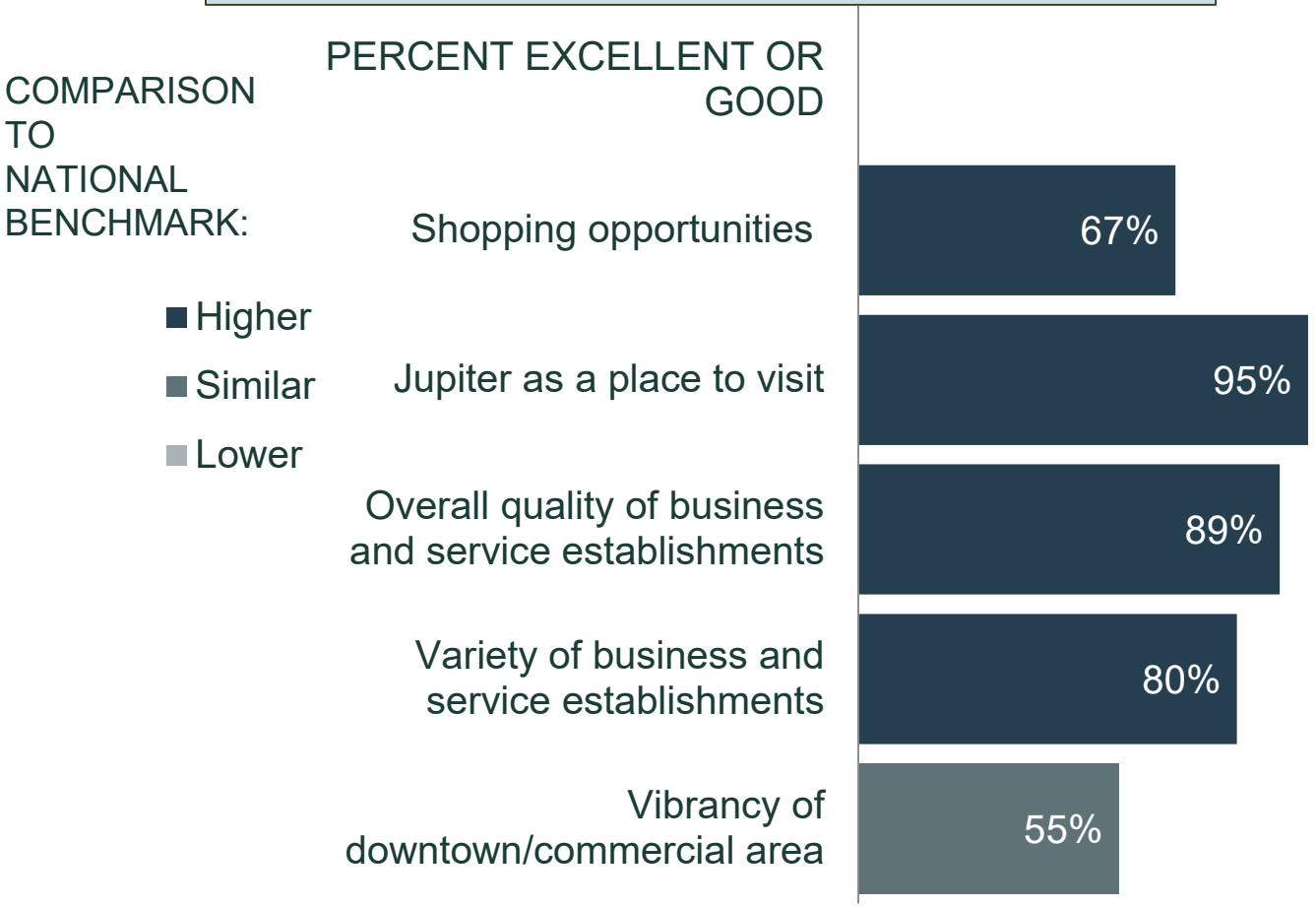
The local economy remains a priority for residents and poses an opportunity for additional focus.



The Economy in Jupiter



Please rate each of the following in the Jupiter community:

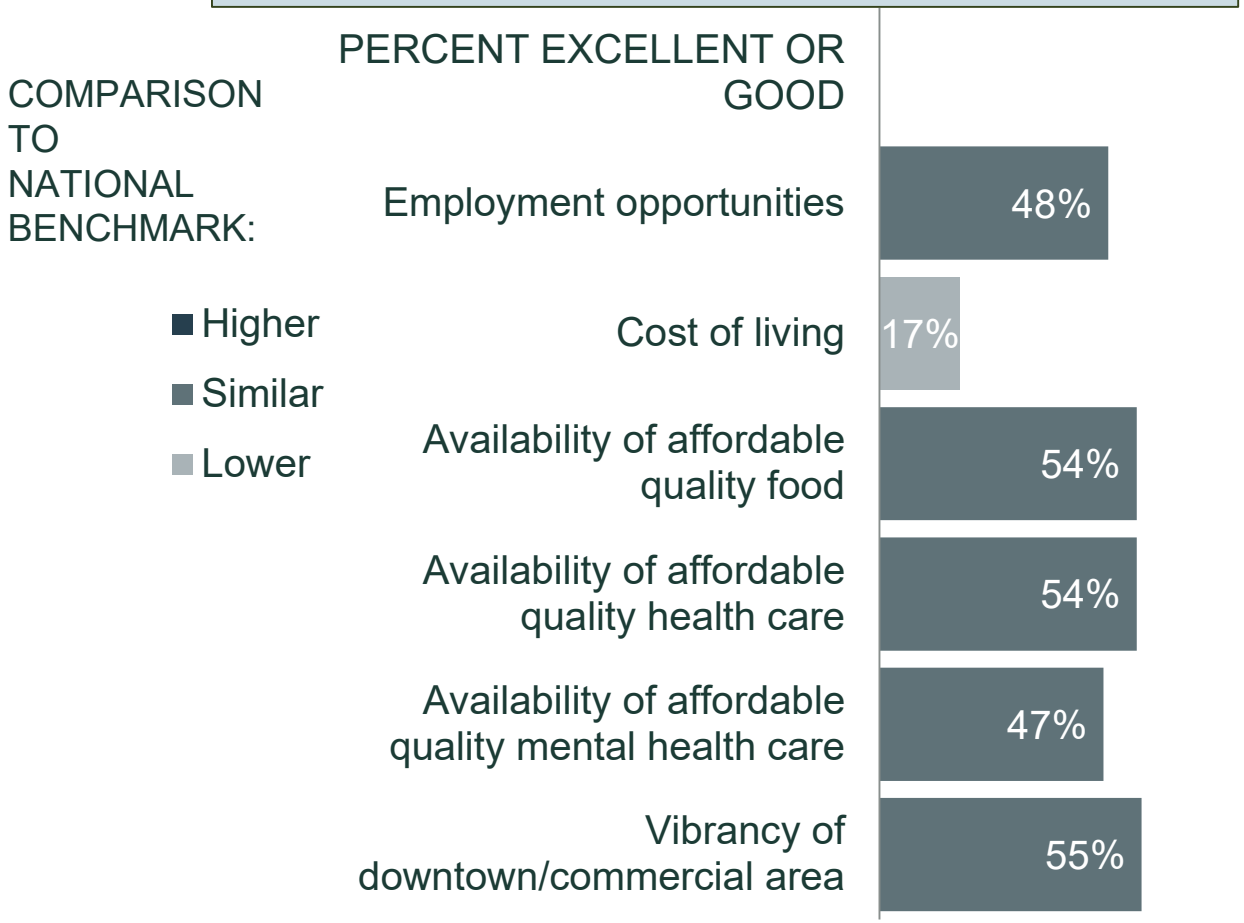


The Economy in Jupiter

2 in 10 residents:

-Felt the economy would have a positive impact on their family income in the next six months

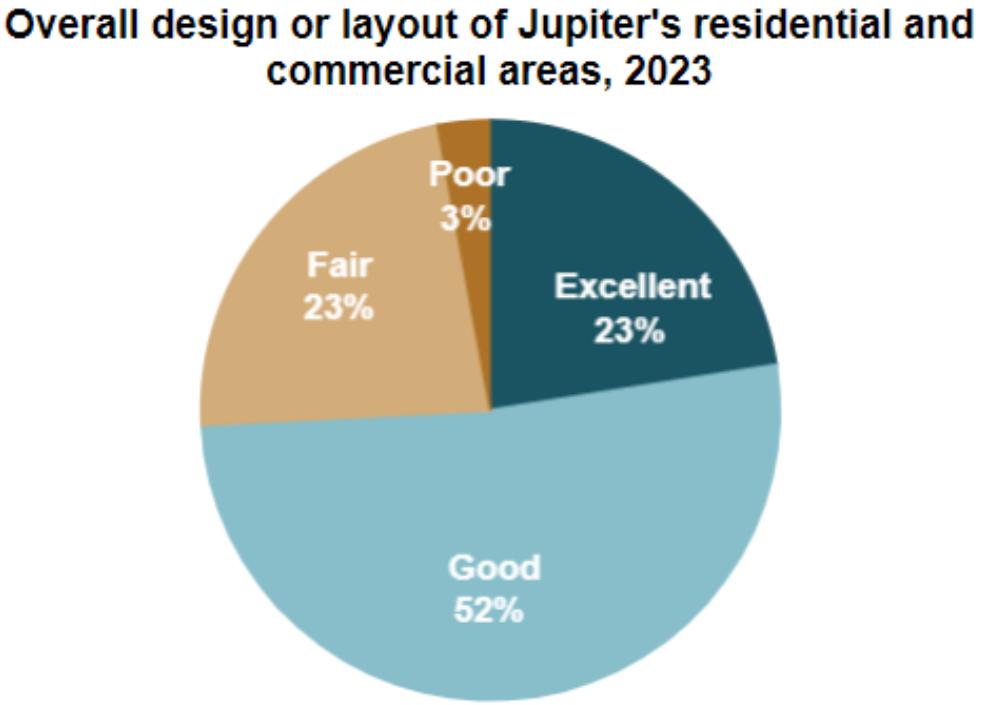
Please rate each of the following in the Jupiter community:

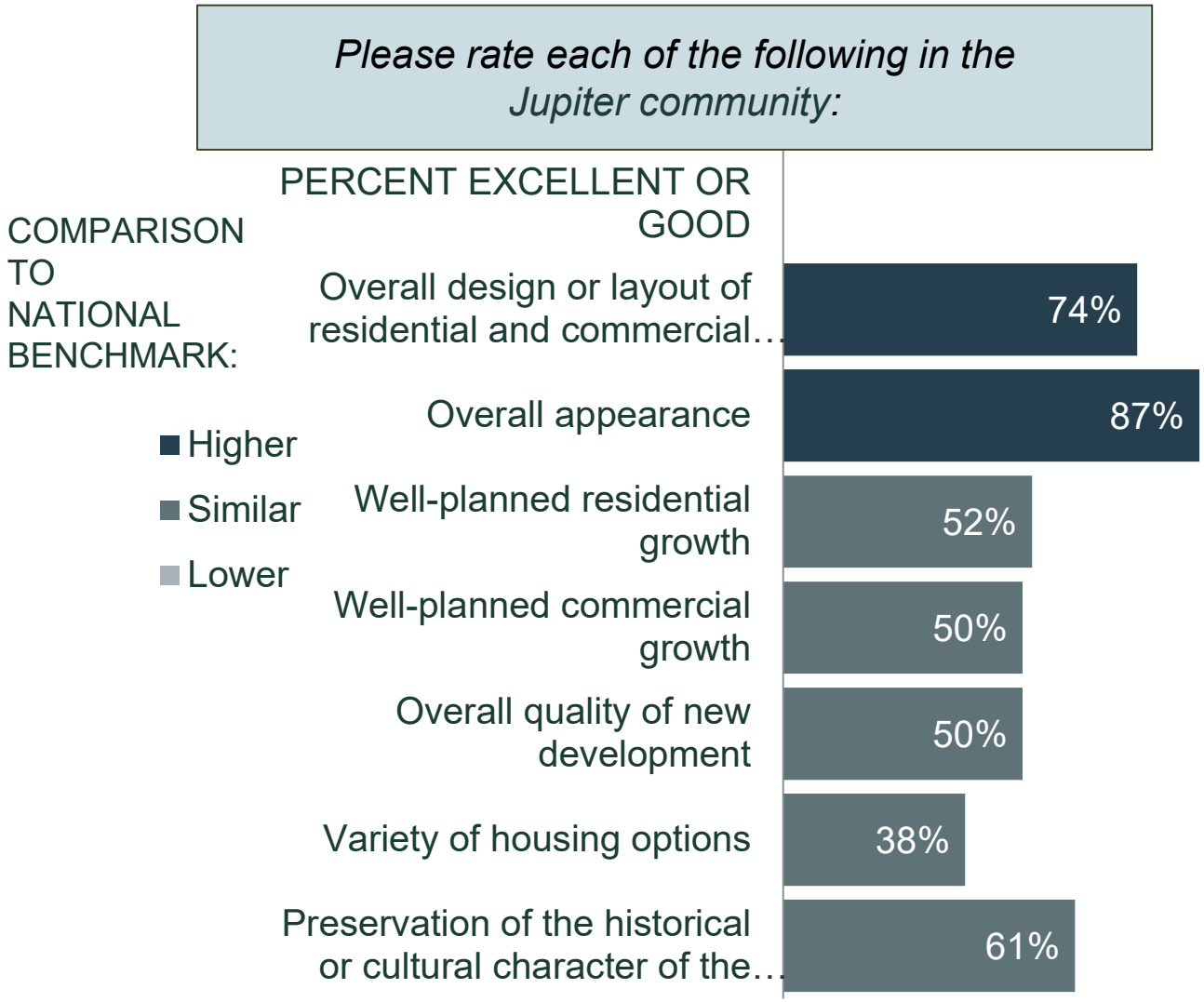


Key Finding #3

Residents appreciate Jupiter's community design and raise concerns about new development.

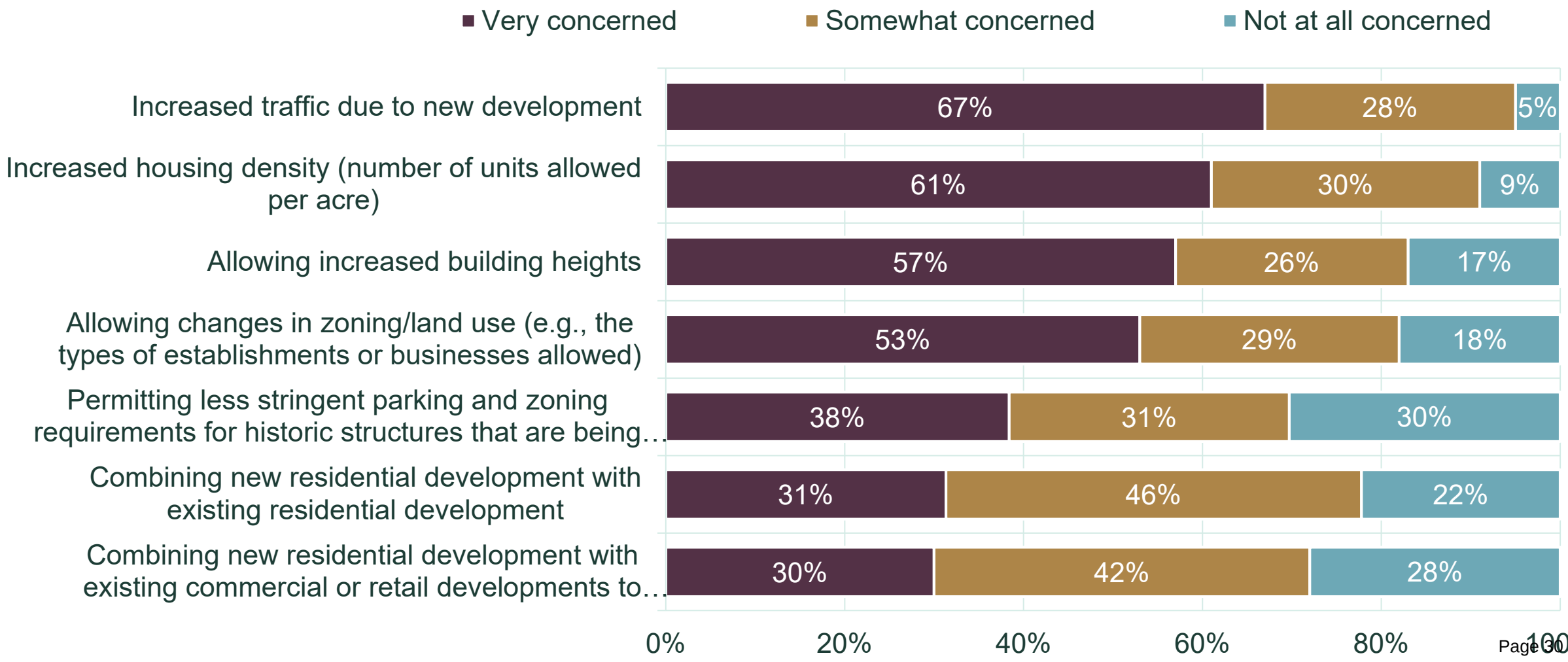
Community Design in Jupiter





Custom Question: New Development or Redevelopment

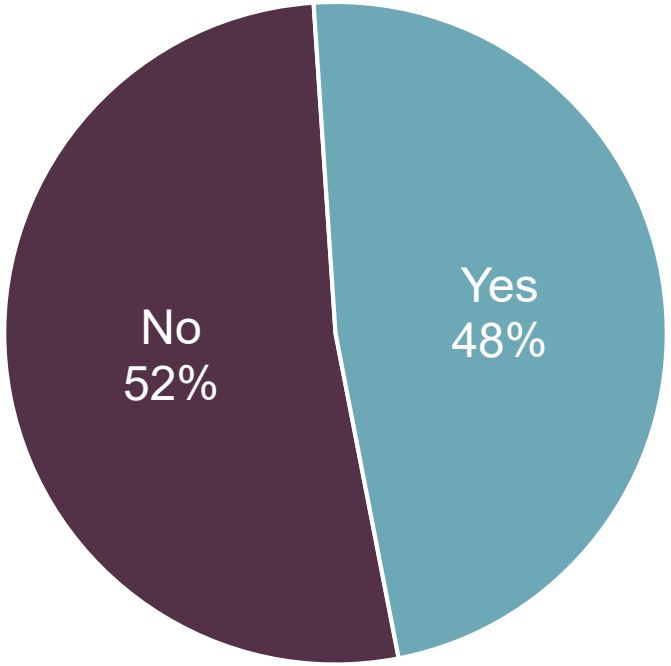
How concerned, if at all, are you about each of the following aspects of new development or redevelopment in Jupiter?



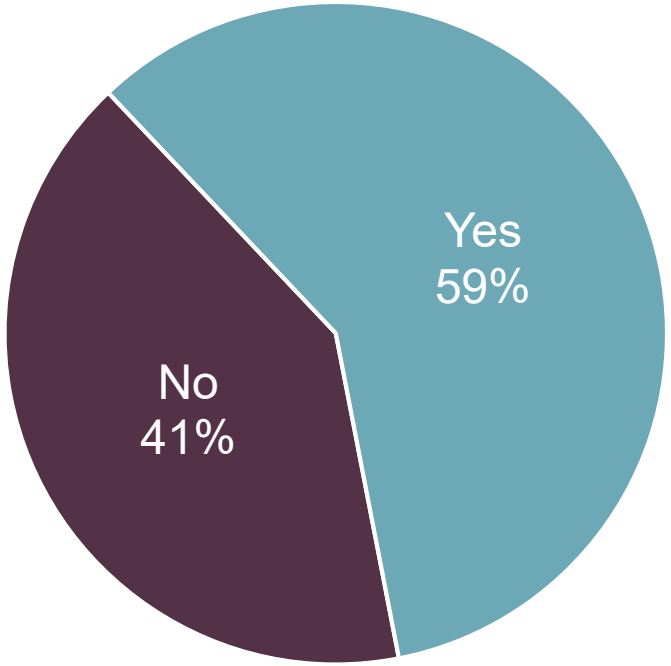
Custom Question: Proposals

Are you more likely to be accepting of the items listed in the question above if the proposal included:

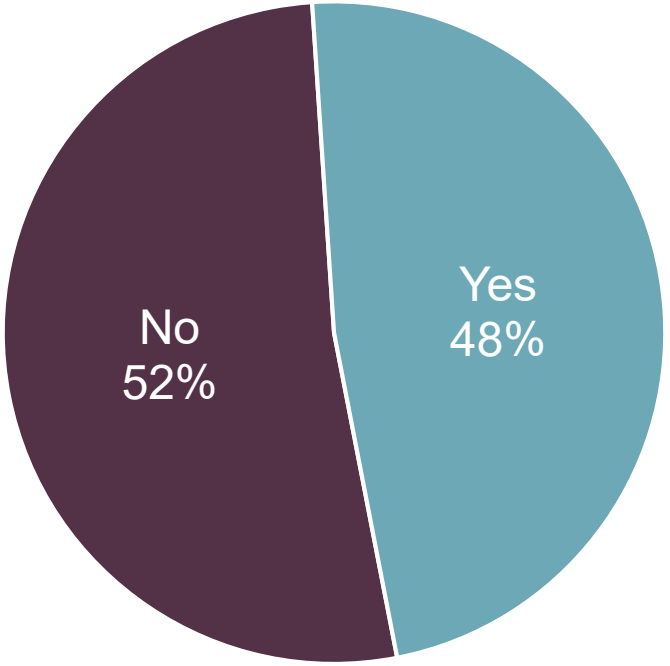
Workforce housing



Affordable housing



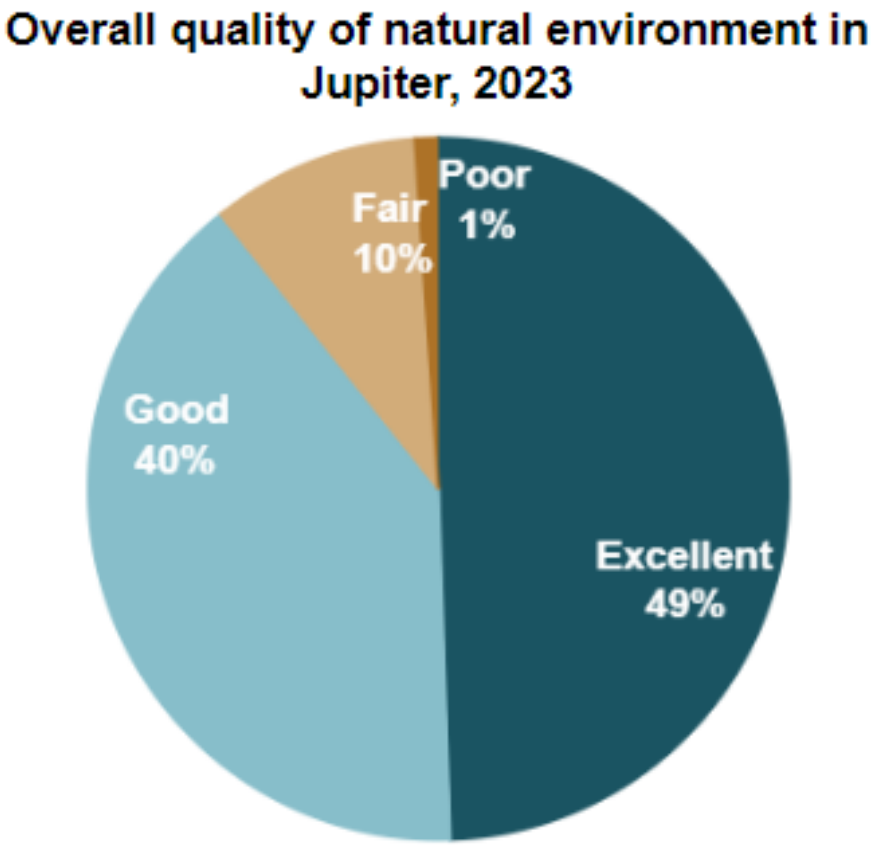
Public amenities



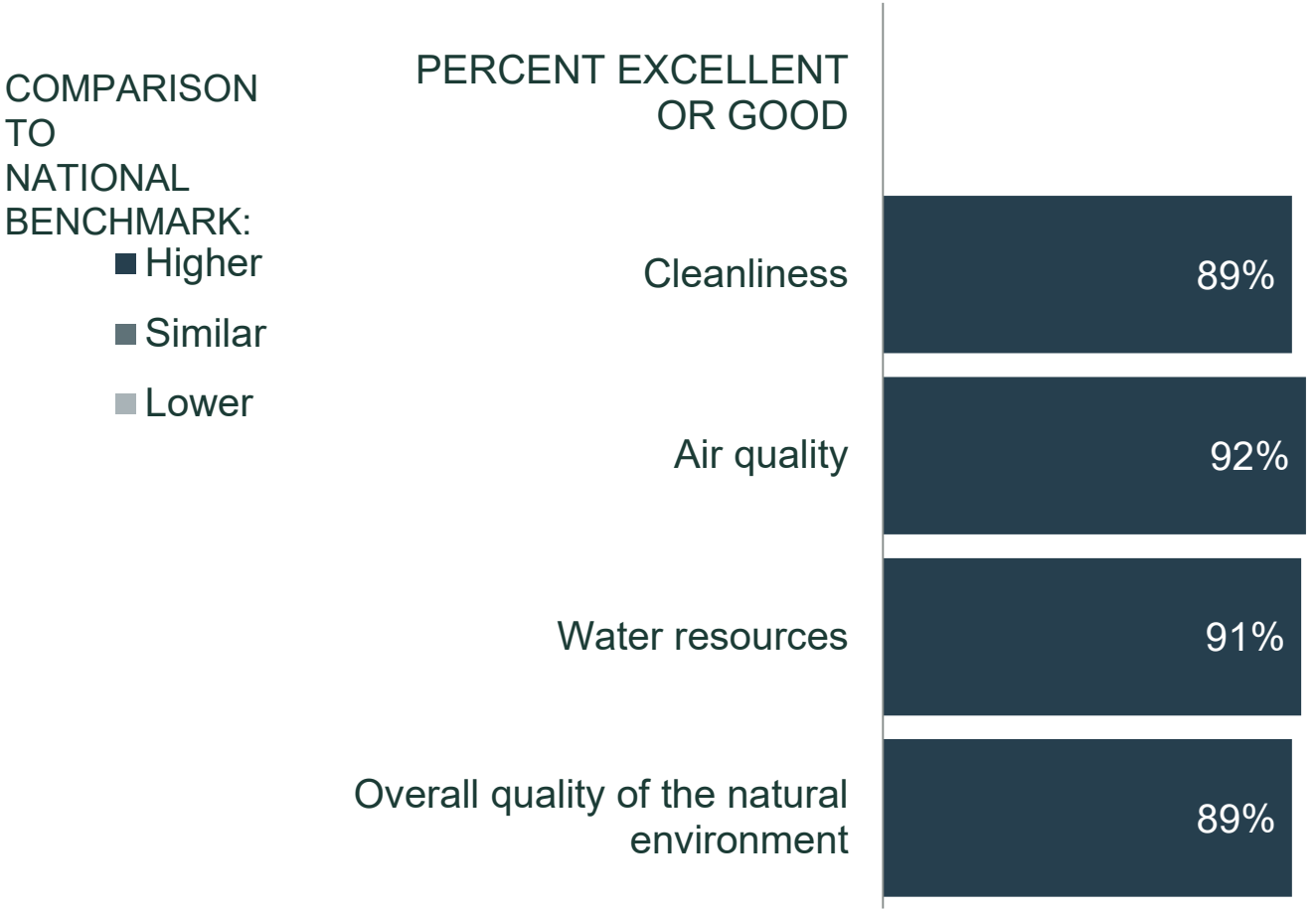
Key Finding #4

The community's natural environment remains highly valued by residents.

Natural Environment in Jupiter

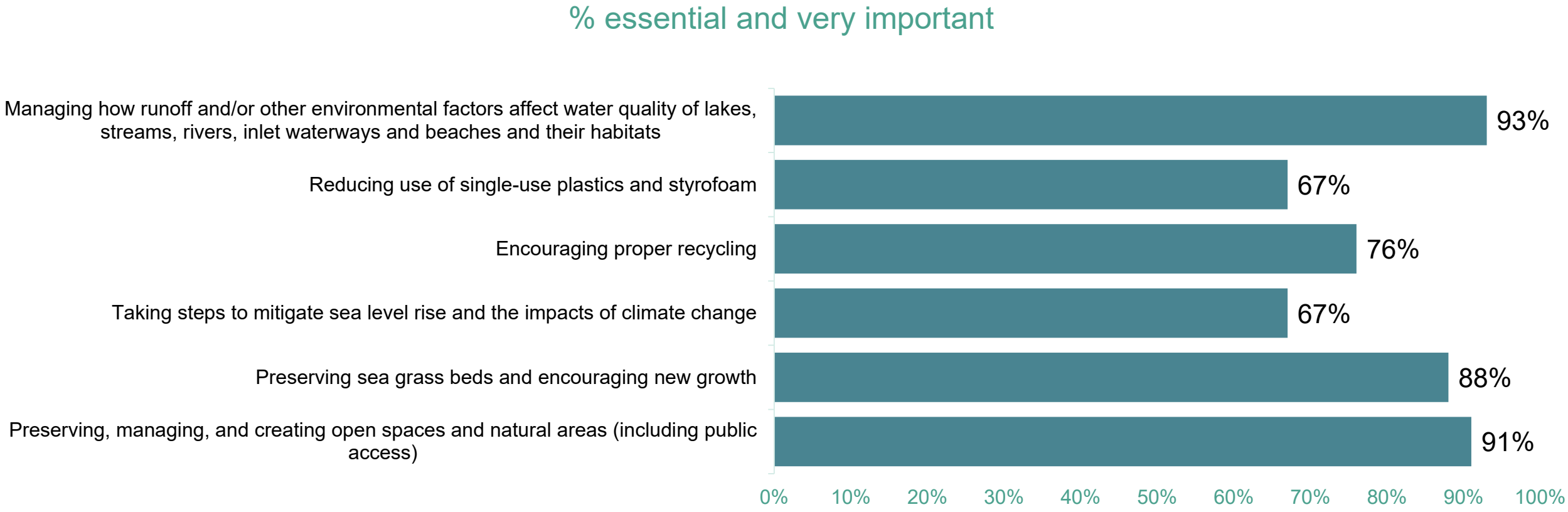


Please rate the quality of each of the following services in Jupiter:



Custom Question: Devoting Resources

Please rate how important, if at all, you think it is for the Town of Jupiter to devote resources to each of the following:



Summary of Conclusions

1. Jupiter residents continue to enjoy a high quality of life and strong sense of safety.

2. The local economy remains a priority for residents and poses an opportunity for additional focus.

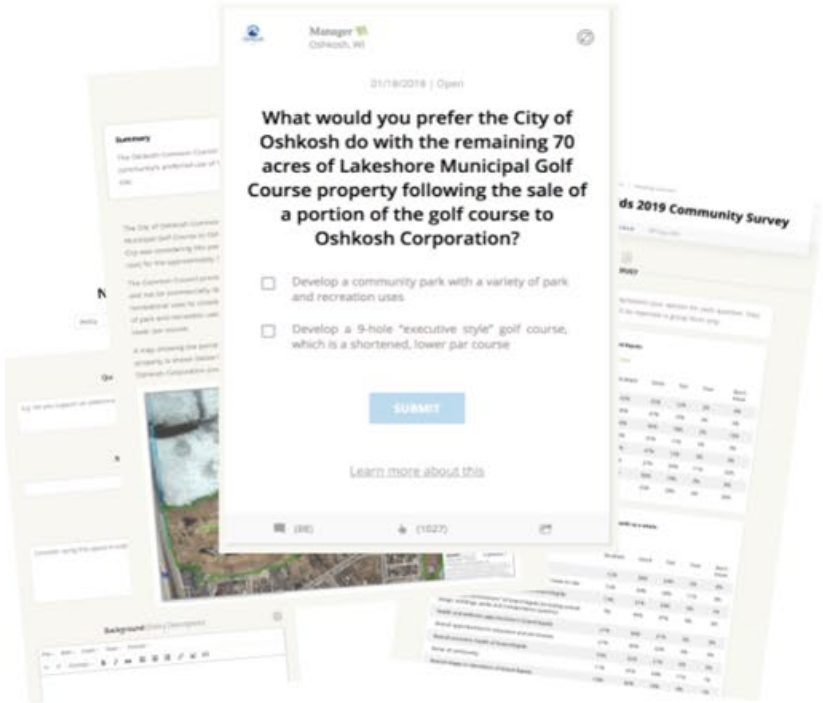
3. Residents appreciate Jupiter's community design and raise concerns about new development.

4. The community's natural environment remains highly valued by residents.

Continue Resident Engagement on Polco

Don't let the community input and dialogue conclude with the survey.

Post

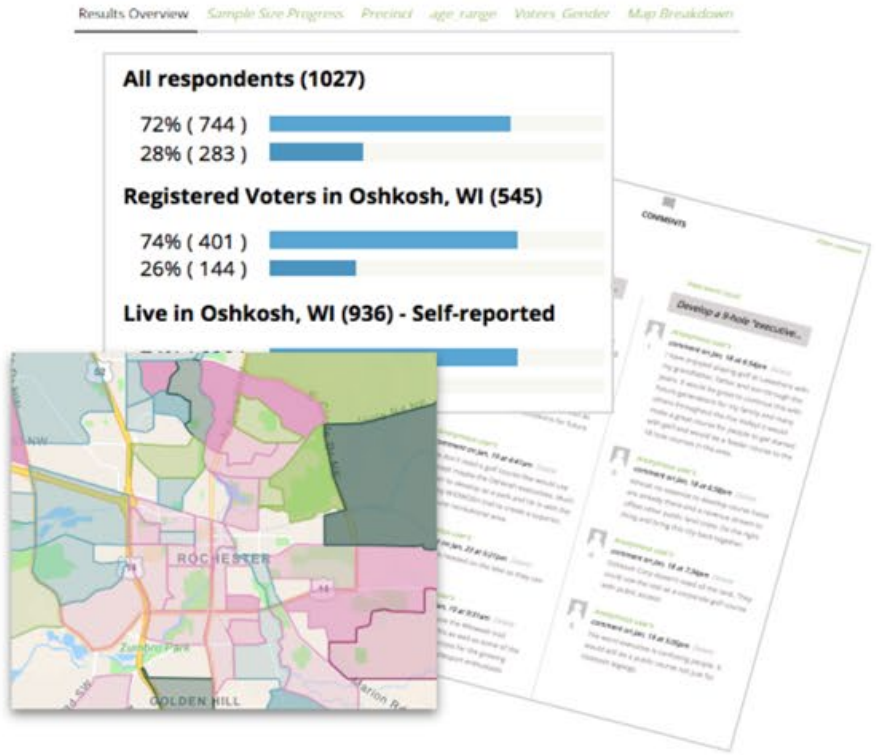


- Library of professional civic content
- Easily post custom surveys & polls

Share

- Representative samples of households
- Accumulating residents on digital panels

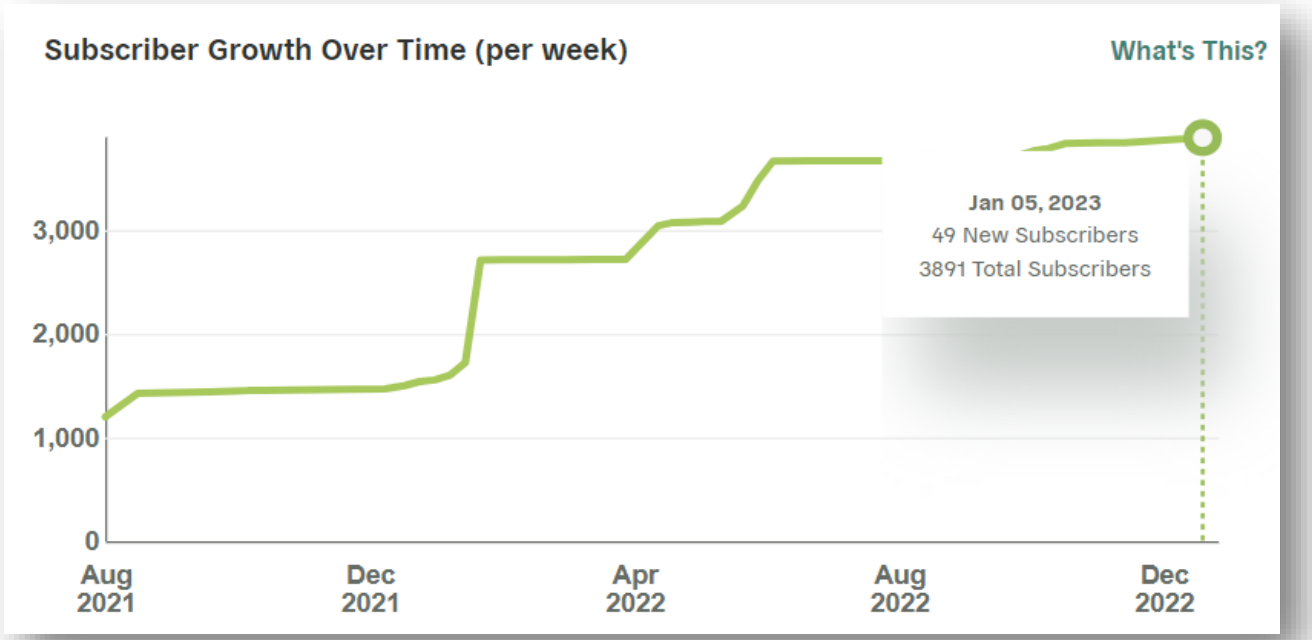
Analyze

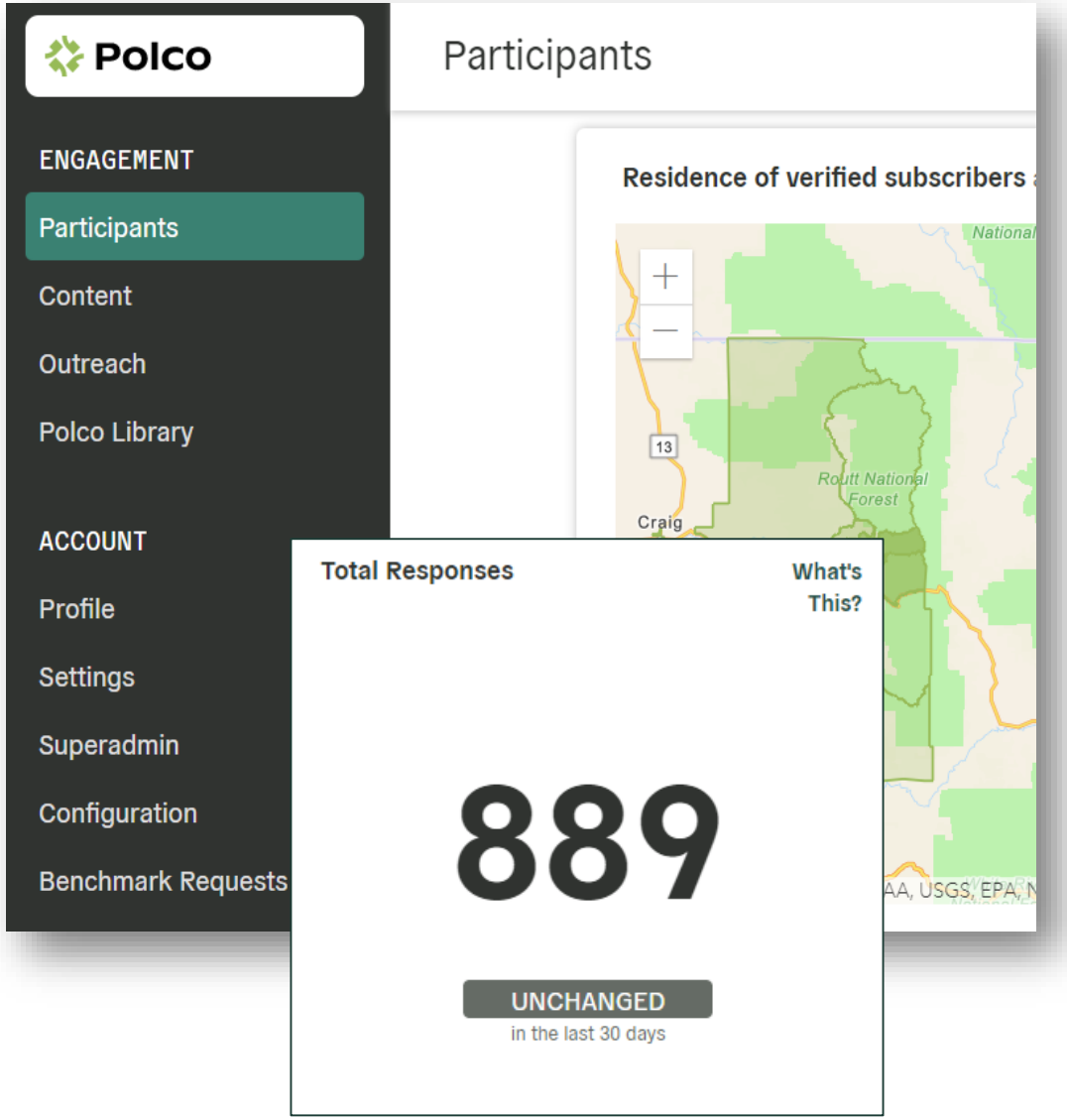


- Maps, trendlines and dashboards
- Advanced benchmarking analyses

Polco Performance Dashboards

- More participation
- Good government
- More informed participation
- Data driven performance management
- Better balanced participation
- Save staff time and effort





Questions?

Thank you!

Jason Neumeyer
Survey Specialist
Polco/National Research Center
jason.neumeyer@polco.us

FINAL MINUTES AND AGENDA
TOWN OF JUPITER
TOWN COUNCIL MEETING
TOWN COUNCIL CHAMBERS
TUESDAY, FEBRUARY 6, 2024

Mayor Kuretski called the meeting to order at 7:00 P.M.

Roll Call: Mayor Jim Kuretski; Councilor Cameron May; Councilor Malise Sundstrom; Town Manager Frank Kitzerow; Town Attorney Thomas J. Baird and Deputy Town Clerk Stephanie Proffer. Councilor Andy Fore was absent. Vice-Mayor Ron Delaney arrived at 7:17 P.M.

PROCLAMATION

1. Recognizing Jones Foster's 100-year Anniversary.

Mayor Kuretski recognized Jones Foster and introduced Town Attorney Thomas Baird. Mr. Baird gave a brief summary of Jones Foster's history and introduced his staff.

Mayor Kuretski presented the proclamation to Jones Foster. Mr. Scott Hawkins, Business Litigation specialist, on behalf of Jones Foster highlighted the firm's recent accomplishments and thanked the Town for recognizing their hard work.

PRESENTATION

2. Recognizing Water Plant Personnel for Outstanding Emergency Response Efforts

Ms. Amanda Barnes, Director of Utilities, gave an overview of a recent hazard leak at the Town's water plant and Staff's response efforts.

Ms. Barnes recognized the water plant personnel and presented the following employees their certificate: Mr. Chris McKenzie, Utilities Systems Manager; Lawrence Tress, Utilities Electrical and Controls Supervisor; Mr. David Levitz, Utilities Electrician; and Mr. Paul Mitrovich, Water Plant Operator.

CITIZEN COMMENTS

Ms. Cindy Loth, spoke about her experience with a Jupiter police officer and suggested the department purchase dash cams. She mentioned the recent tragedy involving the Florida Highway Patrol (FHP) officer.

Mr. Conner Wallace, resident of Jeanette Way, reviewed an email he sent to Council and discussed his concern for the fire station being built at Indian Creek Park and response times.

Ms. Linda McDermott, resident of Chadwick Drive, suggested the removal of the bushes on the median South of Toney Pena Drive. She also recognized Councilor May and stated there is no conflict with his involvement regarding Jupiter Fire Rescue Department (JFRD) and Palm Beach County Fire Rescue (PBCFR).

Mr. Brett Carpenter, resident of Foster Street, gave an overview of the Childrens' Health and Mentor Program (CHAMP) mission and proposed a sign be displayed at local parks to assist non-verbal children with playground communication. He also offered on behalf of the organization to donate a banner as a test.

CITIZEN COMMENTS

Mr. Wayne Posner, resident of Carina Drive, expressed his concerns regarding a photo on the Town's website, the potential fire station at Piatt Place, Dolphin Drive, and asked for a clock to be installed in the new chambers.

Mr. Brett Leone, resident of Barbados Drive, mentioned his concern for lightening at intersections in Abacoa and asked that the names of former Council members and Staff be added to the new tall to recognize their contribution. He also acknowledged Ms. Stephanie Proffer, Deputy Town Clerk for addressing his concern from last meeting.

Ms. Karen Vinson, resident of Sioux Street, discussed the November 8th Town Council Meeting and stated she did not support putting a fire station on Indian Creek Park.

Mr. Andy Weston, resident of Dolphin Drive, reviewed the Campaign Treasurer's Report for the Political Action Committee

Mr. Mason Torres, resident of Mitchell Street, spoke about his concern for intersections, speed limits, walk ability and suggested adding a turbo roundabout at the Toney Penna and Central Blvd intersection.

MINUTES

3. January 16, 2024 Town Council Meeting Minutes.

Councilor Sundstrom moved to approve January 16, 2024 Town Council Meeting Minutes, as amended; seconded by Councilor May; motion passed.

Kuretski	Delaney	May	Sundstrom
Yes	Yes	Yes	Yes

CONSENT AGENDA

All items listed in this portion of the agenda are considered routine by the Town Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilor or citizen so requests; in which event, the item will be removed and considered at the beginning of the regular agenda.

• Councilor May pulled item 4.

Vice-Mayor Delaney moved to approve the Consent Agenda, as amended; seconded by Councilor May; motion passed.

Kuretski	Delaney	May	Sundstrom
Yes	Yes	Yes	Yes

CONSENT AGENDA

PUBLIC BUSINESS

4. **Resolution 14-24,** Approval for the award of EPW 2024-10, Dune Crossover 46 Shower Renovation to E&F Florida Enterprises Inc. DBA Creative Contracting in an amount not to exceed $59,300.00. **MOVED TO REGULAR AGENDA**

5. **Resolution 17-24,** Update to the Town of Jupiter's Investment Policy

6. **Resolution 18-24,** Contract Award to Centerline Drilling, Inc. for Surficial Well Rehabilitation Program (W2412).

7. **Resolution 20-24,** Contract Award to Everest Mechanical Services, LLC for Nano Electrical Room HVAC Replacement (W2224).

8. **Resolution 22-24,** Authorization of Work Order No. 30 to EPW 2016-12A to Kimley-Horn and Associates, Inc. in an amount not to exceed $73,087.40 for the Arterial Road Landscaping Improvements Phase II – Review and Update Plans and Post Design Services.

9. **Resolution 26-24,** Hold Harmless agreement with Palm Beach Gardens for Vehicle Operations Training.

10. Approval of Professional Utility Bill and Late Notice Printing and Mailing Services Contract Extension with InfoSend, Inc. (W1851).

11. Emergency Clean-up, Inspection and Repairs for Sulfuric Acid Bulk Tank Leak.

END OF CONSENT AGENDA

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA
PUBLIC BUSINESS

4. **Resolution 14-24,** Approval for the award of EPW 2024-10, Dune Crossover 46 Shower Renovation to E&F Florida Enterprises Inc. DBA Creative Contracting in an amount not to exceed $59,300.00.

   Councilor May said that item was one of his strategic priorities and asked if the renovations would need to be done to all the showers.

   Mr. Hernandez, Director of Engineering and Public Works, explained this was meant to be a pilot program, and in addition to replacing the shower the design has a bottle filling station. He said the drains previous installed at the showers are insufficient and at a minimum would recommend replacing the shower and the drains

   Councilor May said he would like to see the stations with a dog water bowl added too near the dog beach.

   Vice-Mayor Delaney asked if the shower systems being ordered are the same ones Councilor May requested.

ITEMS REMOVED FROM CONSENT AGENDA TO REGULAR AGENDA
PUBLIC BUSINESS

4. Resolution 14-24

Mr. Hernandez said he believed so.

Councilor May moved to approve Resolution 14-24; seconded by Vice-Mayor Delaney; motion passed.

Kuretski	Delaney	May	Sundstrom
Yes	Yes	Yes	Yes

REPORTS
TOWN ATTORNEY

- Jones Foster Proclamation – Mr. Baird thanked Council for recognizing his firm. He mentioned his firm received proclamations from Palm Beach County as well as the other municipalities they represented.

TOWN MANAGER

- Fire Chief Swearing in Ceremony – Mr. Kitzerow thanked the Councilmembers who attended the ceremony and congratulated Daryl Donatto the ne Jupiter Fire Rescue Department Chief.

- Jupiter Jubilee – Mr. Kitzerow thanked all the Staff involved and acknowledged all the hard work that goes into a making a large town wide event successful.

- Utility Water Plant – Mr. Kitzerow thanked the Utilities Staff that were involved in the emergency response efforts.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS
COUNCILOR SUNDSTROM

- Florida League of Cities (FLOC) – Councilor Sundstrom said she went to Tallahassee for the FLOC Action Days to support the FLOC and be an advocate for the Town of Jupiter. She said the advocacy involved an appropriation request as well as Indiantown Road improvements among other causes.

- Jupiter Inlet Village – Councilor Sundstrom stated she went to business advisory meetings with the Chamber and also the Town. Roger Held the business liaison was meeting with local businesses to address their needs and the inlet village has expressed the bridge construction and roundabout was impacting their businesses. She asked if the Town could put together a potential block party during the low season in August or September to bring business to that area.

- Jupiter Jubilee – Councilor Sundstrom said the Jubilee was the most successful we have had.

TOWN COUNCIL – LIAISON REPORTS AND COMMENTS

COUNCILOR SUNDSTROM

- Citizen Comments – Councilor Sundstrom addressed Brett Carpenter's playground communication board and said it may be something the Town could expedite and get it done. She also thanked and addressed several of the resident's comments and concerns made during public comment.

COUNCILOR MAY

- Citizen Comments – Councilor May responded to the citizen questioning his character. He said he does not participate with the political action committee (PAC) and was unaware of the financials until a reported had emailed him. Councilor May said there was an ethics complaint made against him from a former employee and he was cleared by the Florida Commission on Ethics. He stated there was not a conflict and was not involved in any way.

VICE-MAYOR DELANEY

- Utility Water Plant – Vice-Mayor Delaney applauded the effort of the employees of the Water Plant. He also recognized how professionally the water utility is run.

- Jupiter Jubilee – Vice- Mayor Delaney said he was sad to have missed the it but heard it was very successful

MAYOR KURETSKI

- Audio – Mayor Kuretski said the sound got carried away a few times during the meeting and said he was sure Staff was working to fine tune it. He said the new system will help to ensure the public would hear everything they say.

- Jupiter Jubilee – Mayor Kuretski commended Staff for working year after year to put out the best event and information for residents. He said during the Jubilee they mentioned the 100 year celebration and more information will come.

ADJOURNMENT- 8:06 P.M.

_____

Stephanie Proffer, Deputy Town Clerk
for Laura Cahill, Town Clerk

TOWN OF JUPITER
Ordinance No. 09-24, First Reading, Amending Town Code Section 2-109 Pertaining to the Town's Purchasing Procedures

DATE	February 20, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Scott Reynolds, Finance Director
SUBJECT	**Ordinance No. 09-24, First Reading,** Amending Town Code Section 2-109 Pertaining to the Town's Purchasing Procedures

EXECUTIVE SUMMARY

Staff seeks approval of Ordinance No. 09-24 which declares the Town Council's intent to amend Town Code Section 2-109 to allow for better management of Town resources through efficient purchasing parameters. The changes allow for the removal of the reference to *electricity payments* and replacement with *utility payments* and provides for identification of purchasing approval level designees. In addition, the changes allow for the removal of lower tier purchasing language for purchases in excess of $2,500 and less than $10,000. Further, the changes allow for the removal of the reference to ***at least*** three written quotes for purchases of $10,000 and less than $25,000.

A copy of Resolution No. 27-24 with the proposed amended Procurement Policy is attached for reference. It is anticipated that the resolution will be included as a companion document to the ordinance on second reading in March.

ANALYSIS

Working with staff post COVID, management has determined that significant staff resources are being utilized in making numerous attempts to obtain multiple quotes on lower cost tiered items. This process is utilizing significant staff hours, with little to no benefit to the outcome of the procurement. Staff seeks approval of Ordinance No. 09-24 amending Town code Section 2-109 pertaining to the Town's Purchasing Procedures.

STRATEGIC PRIORITY

● Fiscal Responsibility

ATTACHMENTS

1. Ordinance 09-24
2. Exhibit A – Resolution No. 27-24 – Proposed Procurement Policy Amendment

FUNDING SOURCE

N/A

For more information or to request attachments, please contact Scott Reynolds at scottr@jupiter.fl.us and/or 561-741-2327.

ORDINANCE NO. 09-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING SUBPART A, OF CHAPTER 2, ARTICLE III, DIVISION 2, SECTION 2-109 OF THE TOWN CODE PERTAINING TO THE TOWN'S PURCHASING PROCEDURES; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council of the Town of Jupiter, Florida (Town), is a municipal corporation of the state of Florida, operating under the provision of the Florida Constitution, Chapter 166, F.S., and the Town Charter and Code; and

WHEREAS, the Town Manager has recommended amendments to Subpart A, of Chapter 2, Article III, Division 2, Section 2-109 Purchasing Procedures; and

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AS FOLLOWS:

Section 1. The whereas clauses are hereby incorporated as true and correct as the legislative findings of the Town Council.

Section 2. Section 2-109 of Article III of Chapter 2 of the Town Code, entitled "Purchasing Procedures", is hereby amended as follows:

Sec. 2-109. Purchasing procedures.

(a) The Town Manager shall prepare rules and regulations pertaining to purchasing procedures that shall apply to all personnel involved in the purchasing process. Such rules and regulations shall be in the form of an administrative order, and shall be effective upon issuance by the Town Manager.

(b) The administrative order shall include, but not be limited to, provisions dealing with purchasing procedures, fiscal controls, dollar limitations on purchasing authority of the various town officials, and exceptions, and shall be subject to modification, amendment or expansion as necessary.

(c) The following approval levels shall apply to all town purchases:

Over $50,000.00	Town Council
$10,000.00—$50,000.00	Town Manager or designee
Under $10,000.00	Director or designee

(d) Exceptions. Town Council approval is not required for purchases exceeding $50,000.00 in the following categories:

(1) Periodic payments of principal and interest on town debt.

(2) ~~Electricity~~ Utility payments.

(3) Required payroll-related expenditures.

(4) Progress payments on contracts which have previously been approved by the Town Council.

(e) Real property purchased exclusively for Workforce Housing from the Housing Trust Fund, not to exceed $75,000.00, may be purchased with the prior approval of the Town Manager.

(f) ~~Purchases in excess of $2,500.00 but less than $10,000.00 shall require three verbal quotes, which shall be placed in the quotes section of each purchase order.~~

~~(g)~~(f) Purchases of $10,000.00 or more but less than $25,000.01 shall require ~~at least~~ three written quotes, which shall be on the company letterhead, a copy scanned into the finance folder with the purchase order, and the original kept on file in the originating department.

Section 3. This Ordinance shall take effect immediately upon its execution.

02/20/2024

EXHIBIT A

RESOLUTION NO. 27-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING RESOLUTION NO. 60-17, THE TOWN'S PROCUREMENT POLICY; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council, as the governing body of the Town of Jupiter, Florida ("Town"), has the powers and home rule authority conferred upon it by Chapter 166, Florida Statutes, and the Florida Constitution; and

WHEREAS, the Town Manager has recommended that the Town Council of the Town amend the current Town procurement policy; and

WHEREAS, the Town Council directs the Town Manager upon adoption of Resolution No. 27-24 to distribute and make available to all departments and the public; and

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The whereas clauses are incorporated herein as the true and correct findings of the Town Council's legislative intent.

Section 2. The Town Manager is authorized and directed to make the revisions to the Town's procurement policy as shown in the attached Exhibit "A".

Section 3. This Resolution shall take effect immediately upon its execution.

Title: Procurement Policy and Standard Operating Procedures

Document Number – FIN 1.00

I. **Purpose**

To establish legal authority through policies, procedures and guidelines to ~~insure~~ ensure that all goods, materials, supplies and/or services (herein after referred to as items) are acquired through a fair and equitable process in the most efficient, effective and economical manner available. Our goal is the economical procurement of items conducted by fair and open competition within applicable Florida Statutes, Town Ordinances and Resolutions.

II. Definitions

None applicable

III. Scope

This policy shall apply to all employees of the Town of Jupiter.

IV. Policy

This policy shall apply to all purchases of the Town. When the purchase of items involves the expenditure of federal assistance, other grant programs, or contract funds, the process shall be conducted in accordance with any mandatory requirements, including applicable federal law and regulations. It is the responsibility of all Town employees involved in the purchasing process to comply with all procedures, guidelines and instructions as set forth in this policy and the provisions of personnel policies 13.17, Conflict of Interest,13.18 Acceptance of Gifts and 13.19 Vendors. Unless specifically provided otherwise in this policy, the policy of the Town shall be to seek competition where possible in the purchase of materials, equipment and services and to make such purchases at the lowest available net cost to the Town. Provided that the purchase price is fair and reasonable to have such materials delivered when and where required, and consistent with the desired quality of materials, workmanship and/or level of performance. In determining the net cost, the following may be considered: net price, delivery time, availability of service, when significant, comparative cost of operation (i.e., EPA mileage ratings) and previous maintenance experience. Use of recycled or reclaimed products is encouraged when such products are available, of high quality and cost effective. No purchase of items shall be authorized unless adequate funds have been appropriated.

Purchases of items or services determined to be of an emergency nature, or costing less than $2,500 are exempt from this policy relating to the issuing of a PO prior to purchase. Also exempt are employee reimbursements for clothing, shoes, phones, tools and similar budgeted expenditures for which the Town authorizes allowances as part of the annual

budget adoption process.

An emergency is defined as a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential Town services.

If an emergency occurs as defined above, authorization of purchases relating to the emergency must come from the Town Manager or designee.

If authorized, once the emergency situation has cleared or as soon as possible the buyer from within the affected department will prepare a purchase requisition with a justification for the emergency. The requisition must have the approval of the affected ~~department~~ Department ~~head~~Director, and be sent to finance. Once the invoice is received it must be acknowledged by the department and forwarded to finance for processing.

Once the emergency situation has cleared the emergency purchase for items not previously negotiated and approved by the Town Council that exceed the $50,000 threshold will be brought to the attention of the Town Council by the Town Manager or designee.

V. PROCUREMENT AMOUNTS

The Table below describes the procurement and approval authorities:

Total Contracted Value	Quote/Bid Requirements (Minimum)	Award Approval
~~$0.00 - $2,500~~	~~Single Quote~~	~~Department Director or Designee~~
~~$2,500.01 -~~Less Than $10,000	~~*Three Verbal~~Single Quote~~s~~	Department Director or Designee
$10,000.~~01~~ 00 - $25,000	Three Written Quotes	Town Manager or Designee
$25,000.01 - $~~49,999.99~~50,000	Competitive Quotes (i.e.DemandStar)	Town Manager or Designee
$50,000.~~00~~ 01 -$100,000	Competitive Quotes (i.e.DemandStar)	Town Council
Over $100,000	Formal RFP/RFQ/ITB	Town Council

*Regardless of the purchasing threshold, perform market research to get the Town the lowest and best price.

The originating department will ~~retain~~ include the necessary documentation with the purchase request ~~in their files~~ to demonstrate compliance with these procedures. The department will document quotes in their file and fill out a Requisition and add all appropriate information to the purchase order in the ~~MUNIS~~ Financial Management Systems. The appropriate information shall consist of; ~~correct~~ legal name, physical address of company, name and title of contact person, fax number and email address, list of items to be purchased and unit prices. Any purchase of items costing more than $25,000.00 shall require the use of competitive quotes utilizing DemandStar only and the authorization of the Town Manager except where the item qualifies as an exception as provided below. Any purchase of items over $100,000.00 shall require the use of a formal RFP process utilizing DemandStar (or other online quote service approved by the Town Manager or ~~his/her~~ Ddesignee) and one newspaper advertisement to be placed in a newspaper of general circulation. The Town Manager has the authority to approve all purchases up to $50,000.00. All contracts for purchases over $50,000.00 shall be approved by the Town Attorney as to form and legal sufficiency, by the Finance Director~~,~~ or designee, as to sufficiency of appropriated funds and by the Town Council and attested by the Town Clerk.

In accordance with F.S. 287.017, purchases in excess of $35,000 must be received as competitive sealed bids, competitive sealed proposals or competitive sealed replies by the Town Clerk. Some exceptions apply as described in the statute.

Certain expenditures, items or services are not appropriate for normal marketplace competition or for products where no competition exists. These will be procured by other means agreed upon in advance as authorized by the ~~town~~ Town ~~manager~~ Manager or ~~his~~ designee. Examples of these items are artistic services, academic programs, lectures by individuals, health care or medical services, real property, utilities, legal services, financing services, services or commodities provided by governmental entities, and proprietary computer software.

Town Council approval is not required for purchases ~~exceeding~~ up to $~~50~~75,000 relating to the purchase of real property exclusively for Workforce Housing. ~~,~~ which~~Purchases not to exceed $75,000,~~ may be purchased with the prior approval of the Town Manager.

VI. PROCEDURE

A. Petty Cash

Petty Cash accounts may be established with the approval of the Finance Director or designee, to expedite miscellaneous small purchases. Petty cash ~~can~~ may be used by all departments for facilitating the transaction of Town business, but shall not normally be authorized for purchases in excess of $100. Petty cash reimbursements greater than $100 must be approved by the Finance Director or designee.

The use of petty cash is limited to:

a. The purchase of items which are not ordinarily on hand in the Town's inventory.

b. The payment of handling or Cash on Demand (C.O.D.) charges for goods delivered.
c. Small purchases that must be made from vendors who do not offer the Town a credit account or accept a credit card.
d. Meals for local seminars, conferences and other business meeting.
e. Toll receipts and mileage reimbursement.

Petty cash requests must be accompanied by a receipt and approved by the petty cash custodian. Each department which manages a petty cash box must provide the Finance Director or designee with a list of authorized custodians, designating each as primary or alternate custodians. Reimbursement checks will be made payable to the authorized custodian.

B. Requisitions/Purchase Orders

Purchase Orders should be used for ordering ~~all types of~~ office and operating supplies and services, ~~all~~ furniture, machinery and equipment, including ~~all~~ computer hardware and software, and ~~all~~ parts and/or components for repair, replacement, expansion or improvements to existing capital assets. In those instances where a vendor will not accept a Town purchase order as a commitment from the Town, the Town credit card may be used under the terms and conditions contained within these guidelines. The originating department will be responsible for completely and accurately preparing the requisition. The originating department, or alternatively, the Finance Department will generate the purchase order once the requisition has been approved online by the appropriate ~~department~~ Department ~~director~~ Director or ~~their~~ designee and the Finance Director or ~~their~~ designee.

In those instances where one department has been assigned responsibility for a specific area of purchases for the entire organization, such as telecommunication services (Information Systems) or vehicle repairs and maintenance (Engineering and Public Works), the requirement that the affected officers must authorize the purchase order shall not apply. Only the Department Director who retains overall responsibility shall be required to approve the requisition. All requisitions require the approval of the Finance Director or ~~their~~ designee and the Department Director or designee regardless of the amount. All requisitions ~~in excess of~~ $10,000 or greater shall ~~also~~ require the approval of the Town Manager or designee.

All requisitions in excess of $50,000 require the approval of Town Council, exceptions are requisitions resulting from change orders to engineering or construction contracts that were previously approved by the Town Council and have the approval of the Town Manager or designee.

C. Blanket Purchases (Contracts)

Blanket purchases or recurring purchase Contracts are for small purchases where it is not practical or efficient to issue regular purchase orders. Planned purchase~~'~~s of tools, supplies, office supplies, repair items, etc. should be purchased by a regular purchase order. ~~Monthly purchases may not exceed $3,000 ($36,000 annually) monthly per vendor.~~ Blanket purchases or recurring purchase Contracts shall ~~not be authorized for more than $3,000 per month and shall~~ not be used for single or large purchases unless pre-authorized by the Finance Director or designee.

At least monthly, the department will receipt the blanket purchases from the month and submit all invoices approved by the ~~department~~ Department ~~director~~ Director or designee in electronic format into the appropriate electronic folder. Once the approved blanket purchases are submitted electronically and reviewed and approved by the Finance Department they will be processed for payment.

D. Change Order

Change Orders can be executed by the Department Director or designee provided the related costs are within the Town Council approved contract and budget amounts. Change Orders exceeding those levels that also exceed the spending limits outlined in this policy, must secure the required approvals outlined in this policy.

E. Credit Card Purchases

All purchases made with Town credit cards must be made in accordance and in compliance with all other procedures provided for in this policy and must be pre-authorized by the Department Director or designee. The credit cards are a payment mechanism not a procurement mechanism~~, . however, credit cards may be utilized for incidental purchases for less than $250 and not more than $2,500 per month from a single vendor during the month without incurring prior specific approval.~~

The Finance Director or designee shall be responsible for obtaining all Town credit cards. The Finance Director or designee may assign credit cards to Ddepartment ~~directors~~Directors and other Town staff, as requested by Department Directors. Prior to issuance of a Town credit card, Town staff must complete a Request Credit Card form and a Cardholder's Agreement.

~~-~~The department utilizing the card is responsible ~~for~~ to

1. Ensure compliance with this Procurement Policy
2. Ensure that Florida sales tax is not charged or paid
3. Provide the following to the Finance Department with the monthly credit card billing as supporting documentation for payment within the timeframe allowed by the Finance Department
    a. Pre-authorization form signed by the appropriate Department Director or designee
    b. ~~providing~~The reason for the purchase
    c. ~~-~~Detailed or itemized invoices (receipts) or other acceptable documentation

~~signed by the appropriate Department Director or their designee to the Finance Department with the monthly credit card billing as supporting documentation for payment within the timeframe allowed by the Finance Department. All invoices (receipts) shall be coded with the account number to be charged.~~

VII. COMPETITIVE QUOTE

The Competitive Quote shall be required for each purchase in excess of $25,000 and ~~less~~ not more than $100,000, unless otherwise provided in this section. The Town Manager or ~~his/her~~ designee is authorized to establish bidding procedures and bid specifications.

Purchases which use the competitive quote shall be awarded to the bidder providing the lowest and best price that is consistent with the desired quality of materials, physical convenience/distance, workmanship and/or level of performance, subject to the right of the Town to reject any and all bids/proposals unless in conflict with federal/state awards.

Advertising for quotes shall be uploaded to DemandStar and/or other online quote services approved by the Town Manger. Prospective bidders desiring to download the bid documents from www.demandstar.com may do so for a de minimis fee by calling 1-800-711-1712 and signing up as a free agency subscription for the Town of Jupiter. Prospective bidders may also purchase hard copies of the bid documents from demandstar.com for a non-refundable fee paid to DemandStar. LAP/FDOT bid/proposal requires an advertisement at least 30 days prior to the date of receiving bids/proposals. ~~(LAP/FDOT bid/proposal requires a 30 day advertisement.)~~

a. Cancellation of Quotes should be sent by addendum to DemandStar or quote service.

b. A Notice of Award memo shall be sent when sending the notification to the lowest most responsive qualified bidder from the Department, to inform the vendor of their award. A notice of Unsuccessful Bidder memo shall be sent out to all vendors that sent in quotes.

VIII. COMPETITIVE BIDDING AND SELECTION PROCESS

The Competitive Bidding and Selection Process shall be required for each purchase in excess of $100,000 unless otherwise provided in this section. Unless the Town Manager instructs otherwise, the head of the department responsible for a particular project shall serve as the ~~procurement~~ Procurement ~~officer~~ Officer for the duration of the project and may delegate the authority as the Pprocurement ~~officer~~ Officer to ~~their~~ designees. LAP/FDOT bid/proposal requires an advertisement at least 30 days prior to the date of receiving bids/proposals.~~(LAP/FDOT bid/proposal requires a 30 day advertisement.)~~

A. Competitive Bidding Rules and Requirements

1. All purchases shall use the competitive process based on the guidelines set forth herein, except as otherwise provided.

2. Procurement procedures shall be consistent with all applicable federal, state and local statutes and laws, and all contractual obligations with other governmental agencies.

3. The purchasing guidelines herein established are minimum requirements which do not restrict those authorized to make purchases for the Town to go beyond these requirements.

4. The purchasing guidelines shall also apply to leases, excluding real estate property, where the total amount of the lease payment shall be construed as the total purchase

amount.

5. No purchase involving amounts in excess of the competitive process limits set forth herein shall be split into parts for the purpose of avoiding the provisions of these guidelines.

6. Purchases which use the competitive process shall be awarded to the lowest most responsive qualified bidder, subject to the right of the Town to reject any and all bids/proposals. The Town reserves the right to reject the bid of a bidder who has previously failed to perform properly or deliver on time work or products of a similar nature. The bid may be awarded in whole or in part. However, the selection committee is expected to consider longevity, delivery time, service cost, reliability and amount of Town labor associated with the purchase when making their recommendation for award.

7. Bids/proposals received and clocked in after the hour and date specified in the bid/proposal form will not be opened. These bids/proposals shall be returned unopened to the vendor.

8. Criteria for determining the lowest most responsive qualified bidder in addition to the proposed cost will include:

    a. The ability, capacity and skill of the bidder to perform the contract or provide the services required.
    b. Whether the bidder can perform the contract or provide the service promptly or within the time specified, without delay.
    c. The character, integrity, reputation, judgment, experience and efficiency of the bidder.
    d. The quality of performance on previous contracts or services with the Town and with other entities.
    e. The previous and existing compliance by the bidder with laws, ordinances and licensing relating to the contract or service.
    f. The sufficiency of the financial resources and ability of the bidder to perform the contract or provide the service.
    g. The quality, availability and adaptability of the supplier, or contractual services to the particular use required.
    h. The number and scope of conditions attached to the bid.
    i. The life cycle cost of the products or related life cycle cost of energy efficient products or components being supplied, furnished or installed for the Town and if identified as a criteria in the ITB, RFP, or RFQ.
    j. The distance and convenience of accessing any bidder unless in conflict with federal/state awards.

9. In the event that two or more bidders are tied for lowest most responsive qualified bidder, a closer proximity vendor will be given the tiebreaker advantage unless in conflict with federal/state guidelines.

10. When the award is not given to the low responsive bidder, a statement for placing the order elsewhere shall be prepared and made part of the record when bids/proposals are taken by formal method.

11. Pursuant to Section 2-355 of the Palm Beach County Ordinance No. 2011-039 all persons who respond to competitive solicitations are under the "Cone of Silence" as of the deadline to submit the proposal, bid, or other response to the competitive solicitation and until the appropriate authority has approved an award recommendation, rejected bids, or taken otherwise action. This limits and requires documentation of communications between staff, elected officials or selection committee members and bidders of Town competitive solicitations. Staff will provide notice to all elected officials when a competitive solicitation requires compliance with the "Cone of Silence" regulations. If the County makes any changes to the "Cone of Silence" requirements, such changes will be forwarded to all Town elected officials.

12. The Office of Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of competitively awarded contracts in accordance with Article XII, Section 2-241 – 2-452 of the Palm Beach County Code.

13. The additional advertising requirements below are required by Florida Statute 255.0525(2) for construction projects.

    Advertising for competitive bids/proposals for a construction project that is projected to cost more than $200,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least twenty-one (21) days prior to the date of receiving bids/proposals and at least five (5) days prior to any scheduled pre-bid conference. Advertising for competitive bids/proposals for a construction project that is projected to cost more than $500,000 shall be publicly advertised at least once in a newspaper of general circulation in the county where the project is located at least thirty (30) days prior to the date of receiving bids/proposals and at least five (5) days prior to any scheduled pre-bid conference. LAP/FDOT bid/proposal requires an advertisement at least 30 days prior to the date of receiving bids/proposals ~~advertisement~~. In addition to newspaper advertisement, the project may also be advertised by posting a notice in a conspicuous location in Town Hall or by posting the bid documents to DemandStar.com. When using Demandstar.com, complete bid documents, including plans and specifications, must be uploaded.

14. All Plan Holders of Record (all prospective bidders who have obtained bid documents) will be notified through Demandstar, by addendum, of any changes made to the bid documents. Written or electronic notification of cancellation of Bids/Proposals shall be provided to all plan holders of record within ten (10) days of Town's decision to cancel bids.

15. Cancellation of Bids/Proposals should be sent by addendum to DemandStar.

~~15.~~16. The Notice of Intent to Award Memo will be sent to the ~~apparent low~~lowest most responsive qualified bidder from the awarding Department, to inform the bidder of the recommendation for award. Written notice of recommendation for contract award to the ~~Successful~~ successful ~~Bidder~~ bidder shall be provided to all ~~Unsuccessful~~ unsuccessful ~~Bidders~~ bidders by the Department responsible for the project by sending a Unsuccessful Bidder Memo and returning the bid bond (if applicable).

~~16.~~17. Bid tabulation results must be uploaded to DemandStar within twenty-four (24) hours ~~of~~ of the Bid Opening.

B. Competitive Selection

The Town Council may, by affirmative vote of a majority of council members present and voting, acquire goods, services and construct public projects through a competitive selection process rather than through the competitive bidding process provided in subsection (A) of this section, by utilizing the procedure set forth in this subsection. Each solicitation will include the Towns Standard Policies and Standard Specifications as may be amended by the Town Attorney or Town Manager.

~~1.~~ For those services governed by F.S. 287.055, the Consultants Competitive Negotiation Act (~~"~~"CCNA~~"~~"), which include acquisition of professional architectural, professional engineering, landscape architectural, ~~and land~~ surveying and mapping services, the procedures provided in the CCNA shall be followed if the estimated cost exceeds the threshold amounts established by FS 287.017 for Planning; Level 2 ($35,000) and Construction Costs; Level 5 ($325,000).
~~Consultants' Competitive Contracts~~

~~A contract for professional services is entered into in accordance with Section 287.055 Florida Statute (CCNA) between the Town and the firm to provide continuing professional services.~~ Consulting contracts shall have a termination date, a termination clause and a total maximum amount that may not be exceeded. After the termination date, the contract may be extended with authorization from the Town Manager or Town Council depending on estimated value and procurement authority.

Where more than one consulting contract for the same service is in place, the department will utilize the firms on a rotation basis unless:

1. A particular firm performed the initial work; or
2. A particular firm has a specific expertise that is necessary to perform the identified task.
3. The Ddepartment cannot negotiate a fair and reasonable scope and fee for the task work order.

For all other competitive selection process purchases, including, but not limited to, the selection of consultants (not governed by CCNA), contractors, and construction managers, the following procedures shall apply:

1. A request for proposals (“RFP”) or Request for Qualifications (“RFQ”) will be prepared and distributed;
2. Each RFP or RFQ shall identify the appropriate evaluation procedures and criteria to be applied to the selection of the best proposal among all respondents. The Procurement Officer or ~~their~~ designee shall establish the evaluation criteria;

3. Selection Committees must be made up of 3-5 members approved by Town Manager or designee, with 1 member ~~has to be~~ at the Director level. Individuals with potential conflicts of interest should not be nominated. Project Managers are responsible for ensuring that Selection Committee members have been given the proposals in advance for their review. Selection Committee members will document and sign their results on the RFP Tabulation sheet. The Selection Committee will make selections based on the required evaluation criteria. All Selection Committee meetings must provide reasonable public notice of all such meetings and minutes shall be taken.
4. The Selection Committee shall rank the top 3 proposals prior to commencement of negotiations. The Town Manager or ~~his/her~~ designee may commence negotiations with the top ranked firm to negotiate a tentative agreement, subject to award by the Town Council~~;~~. ~~Sand s~~hould the Town be unable to negotiate a satisfactory contract with the firm considered to be the most qualified, at a price the Town determines to be fair, competitive, and reasonable, negotiations with that firm must be formally terminated. The Town shall then undertake negotiations with the second most qualified firm. Failing accord with the second most qualified firm, the Town must terminate negotiations. The Town shall then undertake negotiations with the third most qualified firm. Should the Town be unable to negotiate a satisfactory contract with any of the selected firms, the Town shall select additional firms in the order of their competence and qualification and continue negotiations in accordance with this subsection until an agreement is reached.
5. The Town of Jupiter reserves the right to accept or reject any and all procurement responses and to waive any technicalities or irregularities therein. Town of Jupiter further reserves the right to award the contract to that proposer whose proposal best complies with the proposed specifications and will best further the interest of the Town or to postpone or cancel the RFP/ITB/RFQ and re-advertise in the future.
6. Final approval of the awards will be made by the Town Council for all awards in excess of $50,000.

~~D~~C. ~~Consultants' Competitive Contracts~~

~~1. A contract for professional services is entered into in accordance with Section 287.055 Florida Statute (CCNA) between the Town and the firm to provide continuing professional services. Consulting contracts shall have a termination date, a termination clause and a total maximum amount that may not be exceeded. After the termination date, the contract may be extended with authorization from the Town Manager or Town Council depending on estimated value and procurement authority.~~
~~2. Where more than one consulting contract for the same service is in place, the department will utilize the firms on a rotation basis unless:~~
~~a. A particular firm performed the initial work; or~~
~~b. A particular firm has a specific expertise that is necessary to perform the identified task.~~
~~c. The Department cannot negotiate a fair and reasonable scope and fee for the task work order.~~

Auditing Services

For the procurement of annual auditing services the Town will comply with the competitive

solicitation process described in F.S. 218.391

E. Sole Bidder

When invitations to bid result in only one bid being received, action on the bid shall not be taken until the Town Manager or designee has reviewed the bid to determine and justify the basis for determining one or more of the following:

1. The award to the sole bidder is reasonable as a sole source purchase and it is not practical to rebid or re-quote;
2. The bid should be awarded to the sole bidder because the bid price can be determined to be a competitive, fair and reasonable price; or
3. There is sufficient reason to believe that a rebid of the item will not generate additional competitive bids/proposals.

F. Waiver of Competitive Bidding Process

1. If an emergency exists which makes it necessary to make purchases or obtain services due to immediate danger to the public health or safety, loss of public or private property, or an interruption in the delivery of an essential governmental service, as determined by the Town Manager or designee, the following procedures shall apply:

    a. The Town Manager or designee shall issue a purchase order or contract for such purchases or services as required to mitigate the emergency situation or condition. If such purchase order or contract exceeds the approval authority of the Town Manager, it shall be reported to the Town Council ~~no later than the next regular Town Council meeting~~ as soon as is reasonably possible.

    b. In all cases, when purchases have been made under the authority granted above, the responsible department shall submit a report to the Town Manager documenting the nature, circumstances and declaration of the emergency and the necessity of the purchases.

2. ~~2. If a~~A contract previously awarded by the Town Council that, includes provisions for extensions, may be renewed under the ~~vendor extends the~~ prices, terms, and conditions, and quantities included within the terms of the original contract.~~a bid previously awarded by the Town Council and if the offer is accepted within one year from the original date of the acceptance and the quantities to be purchased do not exceed the original quantity awarded.~~

~~2.~~3. In lieu of bidding procedures, the Town may utilize a process commonly known as “piggybacking” to realize the benefits of volume purchases, reduced administrative expenses and time when procuring similar goods. Piggybacking refers to the use of competitive Bids or RFP’s obtained by other governmental entities and cooperatives. In accordance with authority granted by Chapter 287 F.S., the Town may utilize a competitive Bid or RFP solicited by any other municipal, county, state or federal governmental agency if such Bid or RFP is deemed to be in the best interest of the public but only if all the following requirements are met:

a. The contract is “piggybackable;” if:
   i. it includes an *assignability* clause that allows for the assignment of all or part of the specified deliverable items~~;~~, and,
   ii. the specific items and quantities to be ordered were included in the original bid and evaluated as part of the contract award decision~~,~~ ; and,
   iii. the original contract ~~is~~ has ~~less than two years old~~not expired, or, if the initial term has passed, the contract has been extended or renewed.

b. ***Note: Piggybacking is not permissible when the action would call for a substitution of goods or an increase in quantities and dollar thresholds that were not originally bid on and not originally evaluated as part of the contract award. Such an order for substitutions or additional quantities would constitute a non-competitive procurement sometimes referred to as a “tag-on.” Piggybacking shall not be used as a starting point for negotiations.***

c. The piggybackable contract was publicly advertised, issued and awarded by a bona-fide governmental agency.

~~c. The vendor consents to the piggybacking and executes a separate agreement with the Town which confirms that the same prices, terms and conditions granted to the original contracting agency will be granted to the Town. A copy of the executed agreement is attached to the request for purchase order.~~

d. Where the procurement requires approval by the Town Council because it exceeds applicable thresholds or is an unbudgeted expense, a copy of all documents required above will be attached to the agenda item.

e. Due to the specific nature of service contracts, piggybacking is not authorized for the procurement of professional services.

~~f.~~ A complete copy of the contract, including all extensions, should be included with the purchase request.~~Piggybacking Documentation Requirements:~~

~~The following documentation is the minimum requirements to use another political entity's awarded contract and must be attached to the applicable requisition:~~

~~1) Contracts from other Political Entities~~

~~a) Provide the following:Complete copy of the original solicitation.~~
~~b) Tabulation of all solicitation responses.~~
~~c) Copy of the award letter/memo/agenda item by the political entity to the awarded vendor~~
~~d) Complete copy of the vendor's proposal~~
~~e)~~f. ~~Copy of letter from political entity and vendor agreeing to the Town to~~

~~piggyback the contract.~~

~~3.~~4. Cooperative Purchasing

The Town may participate in, sponsor or administer a cooperative purchasing agreement for the procurement of any supplies, services or construction with one or more governmental bodies.

G. Sole Source

1. A sole source procurement is the acquisition of goods and services that for all practical purposes can only be obtained from a single vendor, usually because of limiting technology, technological compatibility with existing systems, parts manufactured by the original equipment manufacturer, loss of warranty or other unique qualities of the goods or services that preclude a competitor's price comparison. Sole source procurement determination must be reviewed bi-~~annually~~ ennially for each item. For a commodity or services to be deemed as sole source procurement, the department must have the appropriate documentation proving at least one of the following:

    a. No other source can meet the Town's requirements.

    b. A different brand, make or specifications would be incompatible with currently owned equipment.

2. Sole Source Procurement written justifications must be included in the packet going to the Town Manager and or Town Council per the procurement amount. These include a patent number or a letter from the manufacturer on the company's letterhead.

H. Payment and Performance Bonds

1. When a construction project is established to be Two Hundred Thousand Dollars ($200,000.00) or less it may be exempt from payment and performance bonds at the discretion of the Department Director issuing the contract.

2. When a construction project is expected to exceed Two Hundred Thousand Dollars ($200,000.00), payment and performance bonds shall be required. The conditions of the payment and performance bonds shall be set forth in the Town's standard contract. Approval of such bonds is subject to compliance with the written standards for sureties developed by the Town.

3. All bonds shall be written by a surety with no less than an "A" rating by a national rating agency. All sureties must be on the U.S. Department of Treasury's listing of Approved Sureties and bonds and must be written within the treasury's underwriting limitation.

IX. GREEN PROCUREMENT

A. Purpose

The Town of Jupiter recognizes its responsibility to minimize negative impacts on the environment while promoting a healthy community and sustainable economy. The purpose of these guidelines is to provide information, and resources to assist in the selection of materials, products or services that strengthen the Town's commitment to environmental, economic and community sustainability, but will not result in increased costs or expenditures.

While it is the preference of the Town to utilize "Green" products, items purchased must be cost effective, within the budgeted allowance and meet minimum safety requirements.

B. Best Practices

a. Purchase durable and reusable goods
    i. Use life cycle analysis to determine the best long-term value
        1. Consider durability & repair ability of products
        2. Invest in products with extended warranties
        3. Conduct routine maintenance
        4. Eliminate single use items such as non-rechargeable batteries
b. Specify product and packaging take-back
    i. Utilize vendors who offer an Extended Product Responsibility (EPR) program, especially take-back, recycle, and disposal programs to ensure equipment and products are disposed of properly without added cost.
c. Buy goods in bulk or concentrated form
    i. Be careful to estimate demand properly. Purchasing more than is needed, can create excess waste.
d. Know what you are purchasing. Select products with environmentally friendly standards whenever possible and cost effective.
e. Utilize locally produced materials and supplies when possible and cost effective.
f. Procure remanufactured goods and use refurbishing services (when practical).
    ~~a. Toner cartridges, computer upgrades, carpet repairs and furniture refurbishment.~~
g. Purchase goods containing fewer toxic compounds
    i. Printing ink low in volatile organic compounds (VOC).
    ii. Chrome and chlorine free cleaning supplies.
h. Reduction of paper use
    i. Purchase office equipment that has duplex capability.
    ii. Maximize use of electronic application processing, review and storage of data.
    iii. Electronic placement of orders whenever possible.

C. Guidelines

This Purchasing Policy highlights environmental and economic impacts to consider when selecting products. These and other considerations do not necessarily include or exclude products or services, but should be factored in to ensure informed purchasing decisions.

a. Whenever possible and cost effective, employees shall purchase recycled and environmentally friendly products.

b. Whenever possible and cost effective, the Town shall purchase fuel efficient vehicles. When considering this option, the Town shall consider emergency response needs as well as staff safety.

c. Whenever possible, and cost effective, the Town will attempt to purchase paper products with a minimum 33% post-consumer recycled content, including but not limited to, copier and printer paper and other office paper products. Additionally, the Town ~~also~~ desires to purchase other paper products with recycled content wherever possible.

d. When purchasing printed materials, the Town shall specify that the product be produced on recycled paper stock, and/or a recycled paper stock option whenever possible and cost effective.

e. Whenever possible, and cost effective, the recycled option shall be selected over any non-recycled stock. Additionally, if available and cost effective, the Town will request the use of environmentally friendly ink, such as ~~soybean~~ soy-based inks.

f. Whenever possible, and cost effective, the Town will specify the use of non-paper products with recycled content to be utilized for applications. Such requests may include the purchase of building materials with recycled content as may be appropriate.

g. The Town shall make every effort to purchase products that have minimal deleterious effects on the environment, in terms of toxicity, biodegradability, impacts on pollution of the air and water supply. This shall include minimizing the purchase of items that emit harmful chemicals such as formaldehyde or methane.

h. Whenever possible, and cost effective, the Town will purchase energy efficient fixtures and equipment for use by employees. The Town may utilize a value analysis process to determine which product or products provide the Town with the lowest overall cost of operation over the life of the product, and award may be made to the product that produces the lowest overall life cycle cost over the course of the product life.

i. When purchasing electrical appliances, the Town shall purchase, whenever available and cost effective, products that are certified as being “Energy Star” compliant through the Federal Energy Star program. This shall include the purchase of computer equipment and monitors.

j. The Town shall promote its use of recycled and other environmentally preferable products by publicizing its sustainable procurement program. Materials produced for advertising, conferences, press releases, and other communications with clients and citizens shall emphasize The Town’s commitment to environmental and community stewardship.

D. Exemptions

These guidelines are intended as a general guide to assist employees in the selection of products for purchase on behalf of The Town. It does not require the purchase of products that do not perform adequately or products that are not available at a competitive price.

E. Summary

The goal of this recommendation is to ensure environmental impacts of our purchasing decisions are minimized or eliminated by obtaining goods and services from manufacturers and vendors who share the Town's commitment to the environment, the community and the local economy.

X. CONTRACT ADMINISTRATION

Following quote, bid, or proposal award or approval by the Department Director or designee, Town Manager or designee, or Town Council, Town staff may enter into a contract agreement with a vendor. The goal of *contract administration* is to ensure the vendor performs according to the terms of the contract and that both parties (e.g., the vendor and the Town of Jupiter) properly discharge their responsibilities. Contracts, except for real estate contracts, are to be signed by the Mayor, Town Manager or ~~their~~ designee, ~~or department~~ Department ~~head~~ Director or designee, based on the following criteria:

- Contracts ~~below~~ under $10,000 Department Director or designee
- Contracts $10,000~~.01~~ to $50,000 ~~and above by the~~ Town Manager or designee
- Contracts over $50,000 ~~or more will be signed by the~~ Mayor after an affirmative vote of the Town Council~~.~~

A. Role of Contract Administrator

For purposes of this policy and procedure manual, the procurement professional primarily responsible for administering and managing contracts within a Town Department procuring services is the Contract Administrator. The Contract Administrator is responsible for the following:

a. Announcing new contracts to all applicable users of the contract.
b. Managing contracts, including renewing multi-year agreements as appropriate.
c. Documenting all actions taken regarding contracts and maintain such documentation as part of official contract files.
d. Closing out contract files.

B. Contract Amendments

Throughout the term of the contract, it may be necessary to make changes to the contract. These changes can be minor administrative changes, such as a change of address, or they can be substantial changes that affect the price and delivery. All *contract amendments* must occur in writing.

C. Price Increases

After contract award, a vendor's request to increase prices pursuant to the contract must be in writing and addressed to the ~~Administering~~ administering ~~Department~~department. The vendor's request must contain all of the information and documentation called for in the

contract. The Contract Administrator ~~or designee~~ will respond to any such request within 30 days or as otherwise required by the contract.

Price increases are subject to the same approval thresholds as outlined in Section ~~III~~ V of ~~the Town's Purchasing procedures~~this document.

D. Prompt Payments

The Contract Administrator is responsible for timely payment for non-construction services or construction services in accordance with F.S. 218.73 and 218.735, respectively.

E. Contract Renewals

If the Town has awarded a term contract and an option exists or is offered to the Town to extend the period of the contract, the Town Manager or designee shall determine if such extension is in the best interests of the Town and may exercise this option on behalf of the Town for periods not exceeding the original contract years.

F. Contract Extensions

Contract extension generally refers to the continuation of a contract outside of the contract renewal process. All contract extensions must occur in writing and require the vendor's consent.

G. Termination for Convenience

A Town's contract may include a *termination for convenience provision*. A *termination for convenience* (no-fault termination) allows the Town to terminate any contract, in whole or in part, at any time at its sole discretion, if it is determined that such termination is in the best interest of the Town. The Town must use caution in determining whether to exercise the right to terminate for convenience before establishing a new source of supply.

A written recommendation for *termination for convenience* must have Department Director approval.

H. Non-appropriation Clause

It will be understood that each contract with the Town of Jupiter must contain language pertaining to non-appropriation of funds. It will be understood that if funding is not approved or a reduction in funds occur, the Town reserves the right to reduce the item identification, decrease the quantities or service(s) provided, delete items or cancel the contract with no harm accruing to the Town due to the reduction or non-appropriation action.

I. Default and Termination

A contract may be *terminated for default* when the Town concludes that the vendor fails to perform, make progress, or in any way breached the contract. It should be noted that the Town is not required to terminate a contract even though the circumstances permit

such action. The Town may determine that it is in its best interest to pursue other alternatives, for example, extending the delivery/completion date and allowing the vendor to continue working, or working with the vendor's surety to complete the outstanding work. Although the Contract Administrator is generally encouraged to resolve performance issues through dispute resolution, the seriousness of the non-performance issue may warrant the immediate issuance of a default notice. Termination for default should be used as a last resort and not as punishment. The purpose of a termination for default is essentially to protect the interests of the Town while obtaining the necessary goods or services.

A written recommendation for termination for default must have ~~department~~ Department ~~director~~ Director approval.

J. Termination Justification

To formally terminate the contract, the Contract Administrator or designee shall issue a *notice of termination* to the vendor. The *notice of termination* shall contain the following:

a. The contract number and date of contract

b. The effective date of the termination

c. Reference to the clause under which the contract is being terminated

d. A concise, accurate statement of the facts justifying the termination.

e. A statement that the goods, equipment or services being terminated may be re-procured and that the vendor will be held liable for any excess repurchasing costs.

f. A statement regarding any other claim for payment of damages by the vendor to the Town.

K. Bid Protest

a. Right to protest. Any actual bidder, proposer, offeror, or contractor who is aggrieved in connection with an invitation to bid, request for proposals or other procurement solicitation may protest such procurement.

b. Procedure. A protest must be in writing and shall state the reason for the protest. It shall be submitted to the Department Director within 72 hours of the first date that the aggrieved person knew or should have known of the facts giving rise to the protest. All protests must be accompanied by a bid protest fee equal to 1% of the lowest proposed bid. If bid protest is upheld, such bid protest fee will be returned to protesting party. The Department Director shall review such protest and shall issue a written decision as soon as practicable after such review is completed. The decision of the Department Director may be appealed in writing to the Town Council within seven (7) calendar days excluding Saturdays, Sundays and state holidays after the date of the procurement

official's written decision. The decision of the Town Council shall be final. An appeal of the decision of the Town Council shall be to the appropriate court in the Fifteenth Judicial Circuit, Palm Beach County, Florida.

c. Stay of procurement during protest. Procurement which is the subject of a timely protest shall be stayed until a final decision by the Town Council regarding such protest has been made. The Department Director shall not proceed further with the invitation to bid, request for proposals or other procurement solicitation which is the subject of the protest until all administrative remedies have been exhausted and a final decision by the Town Council has been rendered.

L. Debarment/Suspension

The Town Manger may debar or suspend a person or entity from participation in Town procurement for cause. The debarment shall be for a period of not more than three years. Causes for debarment include:

a. Conviction for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in performance of such contract or subcontract;

b. Conviction under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or business honesty which currently, seriously, and directly affects responsibility as a Town contractor;

c. Conviction under state or federal antitrust statutes arising out of the submission of bids/proposals;

d. Violation of contract provisions, described below, of a character which is regarded by the procurement official to be so serious as to justify debarment action;

e. Deliberate failure without good cause to perform in accordance with the specifications or within the time limit provided in the contract; or

f. A record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, provided that failure to perform or unsatisfactory performance caused by acts beyond the control of the contractor shall not be considered as a basis for debarment;

g. Violation of the ethical standards contained in this or any other Town policy;

h. Debarment by another governmental entity for any cause listed in this policy; and

i. Any other cause the Town Manager determines to be as serious and compelling as to affect responsibility as a Town contractor.

M. Decision to Suspend or Debar

A decision to suspend or debar shall be made after consultation with the Town Attorney. The Department Director shall issue a written decision of suspension or debarment to the person involved. The decision shall state the reasons for the action taken and inform the person involved of the person's rights concerning administrative or judicial review of such suspension or debarment. A copy of the decision shall be mailed or otherwise delivered immediately to the person suspended or debarred.

N. Finality of Decision

A decision to suspend or debar shall be final and conclusive, unless the person suspended or debarred files a written notice of appeal to the Town Council within ten days after receipt of the procurement official's decision. If an appeal is taken, the decision of the Town Council shall be deemed final and conclusive. An appeal of the decision of the Town Council shall be to the appropriate court in the Fifteenth Judicial Circuit, Palm Beach County, Florida.

~~O. Renewable Contracts,~~

~~If the Town has awarded a term contract and an option exists or is offered to the Town to extend the period of the contract, the Town Manager or designee shall determine if such extension is in the best interests of the Town and may exercise this option on behalf of the Town for periods not exceeding the original contract years.~~

O. Sales Tax Exemption

a. The Town of Jupiter is exempt from paying State Sales Tax in Florida. All employees who purchase goods or services on behalf of the Town shall supply each vendor with a copy of the Town's tax exemption certificate to avoid being assessed State Sales Tax. No employee shall be reimbursed for the payment of State Sales tax except for travel outside of the State of Florida and nominal purchases made on behalf of the town.

b. The Sales Tax exemption privilege is for the purchase of goods and exclusively for the use of the Town of Jupiter. Under no circumstances shall an employee attempt to purchase goods or supplies for personal use using the Town's tax exemption number.

P. Surplus Property Disposal

a. Department Director or designee, declares an item to be surplus to their department.

b. The Department Director shall dispose in the following order of precedence:

i. Where appropriate offer item to other Town of Jupiter departments.
ii. Seek to have one of the Town approved surplus vendors take the item for proper sale or disposal. If a surplus vendor will not take the item,

then the Department Director or designee shall donate, recycle or discard, as appropriate. Any funds received in excess of costs needed for the disposal of the item will go back to the fund balance of the original procurement.

iii. No scavenging of surplus or discarded items by Town employees will be allowed.

iv. An asset disposal/transfer form must be completed and signed by the appropriate Director for any capital asset that is being disposed of. Once signed, the form will be forwarded to the Finance Department for processing of the records relating to the asset disposal.

Q. Chapter 119 FS - Request for Public Records Contract Language:

The following language shall be inserted in all contracts for service with the Town:

a. This Agreement is subject to and governed by the laws of the State of Florida, including without limitation Chapter 119, Florida Statutes, which generally makes public all records or other writings made by or received by the parties. The Contractor acknowledges its legal obligation to comply with § 119.0701, Florida Statutes.

b. A request to inspect or copy public records relating to a public agency's contract for services must be made directly to the public agency. If the public agency does not possess the requested records, the public agency shall immediately notify the contractor of the request, and the contractor must provide the records to the public agency or allow the records to be inspected or copied within a reasonable time.

c. If a contractor does not comply with the public agency's request for records, the public agency shall enforce the contract provisions in accordance with the contract.

d. A contractor who fails to provide the public records to the public agency within a reasonable time may be subject to penalties under s. 119.10.

R. E-Verify Registration and Use Contract Language.

a. Pursuant to section 448.095, Florida Statutes, beginning January 1, 2021, Contractor shall register with and use the U.S. Department of Homeland Security's E-Verify system, https://www.e-verify.gov/employers, to verify the work authorization status of all Contractor employees hired on and after January 1, 2021.

b. Subcontractors.

i. Contractor shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

ii. Contractor shall obtain from all such subcontractors an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined in section 448.095, Florida Statutes.

iii. Contractor shall provide a copy of all subcontractor affidavits to the Town upon receipt and shall maintain a copy for the duration of the Agreement.

c. Contractor must provide evidence of compliance with section 448.095, Florida Statutes. Evidence shall consist of an affidavit from the Contractor stating all employees hired on and after January 1, 2021 have had their work authorization status verified through the E-Verify system and a copy of their proof of registration in the E-Verify system.

~~1.~~d. Failure to comply with this provision is a material breach of the Agreement and shall result in the immediate termination of the Agreement without penalty to the Town. Contractor shall be liable for all costs incurred by the Town to secure a replacement Agreement including but not limited to any increased costs for the same services any costs due to delay and rebidding costs if applicable.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 561-741-2752, townclerk@jupiter.fl.us or 210 Military Trail, Jupiter, FL 33458. ~~(telephone number, e-mail address, and mailing address).~~

TOWN OF JUPITER

Resolution 29-24, Approval of a Landscape Maintenance Memorandum Agreement.

DATE	February 20, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas Hernandez, Director of Engineering and Public Works
SUBJECT	Approval of Resolution 29-24 of a Landscape Maintenance Memorandum of Agreement with the with the Florida Department of Transportation for Regular Removal of Invasive Vegetation at the Jupiter Portion of the I-95 and Donald Ross Road Interchange.

EXECUTIVE SUMMARY

Town staff is providing Resolution 29-24 for consideration by Town Council for approval of a Landscape Maintenance Memorandum of Agreement (MMOA) between the Town of Jupiter and the State of Florida Department of Transportation (FDOT) for Regular Removal of Invasive Vegetation at the Jupiter Portion of the I-95 and Donald Ross Road Interchange.

The FDOT will be installing landscaping at the I-95 and Donald Ross Road Interchange, a prominent landmark and gateway to the Town of Jupiter. As a part of the landscape project, the FDOT's contractor will remove invasive and deteriorated landscaping in the project limits and install new landscaping. The FDOT's Contractor will also maintain the landscaping for two years after the construction is complete.

The MMOA proposes that the Town shall control invasive vegetation within the northwest and northeast quadrants of the SR 9 (I-95) interchange at Donald Ross Road, to include periodic herbicide treatments, as well as mechanical and hand removal, to control both upland and aquatic pest plant species.
For reference, on October 8, 2007, the Town agreed to maintain the median on Donald Ross Road between State Road 9 (I-95) and Heights Boulevard, and such agreement is to remain in full effect and not be altered by this MMOA.

ANALYSIS

Approving Resolution 29-24 will authorize the MMOA between the Town of Jupiter and the FDOT for regular removal of invasive vegetation at the Jupiter portion of the I-95 and Donald Ross Road Interchange. The Landscape Architect for the Project has estimated the yearly maintenance costs for invasive plant species will be roughly $17,094. As noted above, the Town would not begin maintaining the area until two years after the construction of the Project; in roughly 2027. The FDOT will still be responsible for all mowing and litter removal the Project area.

In the event the Town Council approves Resolution 29-24, the Mayor will be authorized to execute the Agreement on its behalf.

STRATEGIC PRIORITY

● Unique, Small Town Feel

ATTACHMENTS

1. Resolution 29-24
2. Landscape Maintenance Memorandum of Agreement

FUNDING SOURCE

Funding is not necessary for this request.

For more information or to request attachments, please contact Kali Beams at kalib@jupiter.fl.us or 561-741-2467.

RESOLUTION NO. 29-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING A LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) FOR REGULAR REMOVAL OF INVASIVE VEGETATION AT THE JUPITER PORTION OF THE I-95 (STATE ROAD 9) AND DONALD ROSS ROAD INTERCHANGE

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated in Chapter 166 Florida Statutes and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies or other persons; and

WHEREAS, the FDOT will be constructing landscape improvements at the Donald Ross Road and I-95 (SR 9) interchange; and

WHEREAS, the FDOT will maintain the new landscape improvements for two years after the construction portion of the project is complete; and

WHEREAS, the FDOT will still be responsible for regular mowing and litter control of the Project area; and

WHEREAS, the Town believes it to be in the best interest of the public to perform regular invasive plant removal and control at one of its prominent gateways to the Town after the FDOT's landscaping contractor for the Project completes its maintenance obligations; and

WHEREAS, the Town and FDOT will enter into a Landscape Memorandum of Maintenance Agreement for the Town to perform the regular invasive plant removal and control.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The foregoing recitals are incorporated herein**.**

Section 2. The Mayor is hereby authorized to execute the Landscape Memorandum of Maintenance Agreement on behalf of the Town Council.

Section 3. This Resolution shall take effect immediately upon its execution.

SECTION: **93220000**
COUNTY: **PALM BEACH**
STATE ROAD: **SR 9**
FM NUMBER: **449255-1-52-01**

FLORIDA DEPARTMENT OF TRANSPORTATATION
DISTRICT FOUR
LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT

THIS AGREEMENT made and entered into this _____ day of _____ 20__, by and between the **FLORIDA DEPARTMENT OF TRANSPORTATION**, a component AGENCY of the State of Florida, hereinafter called the **DEPARTMENT** and the **TOWN OF JUPITER**, a municipal corporation existing under the Laws of Florida, hereinafter called the **AGENCY**.

W I T N E S S E T H:

WHEREAS, the DEPARTMENT has jurisdiction over State Road (SR) 9 (I-95) as part of the State Highway System; and

WHEREAS, as part of the continual updating of the State Highway System, the DEPARTMENT, for the purpose of safety, protection of the investment, and other reasons, has constructed and does maintain the highway facility of SR 9 (I-95) at Donald Ross Road, as described in **Exhibit "A"**; and

WHEREAS, the DEPARTMENT seeks to install certain landscape improvements, as described in **Exhibit "B",** within the rights of way of the SR 9 (I-95) interchange at Donald Ross Road, within the corporate limits of the AGENCY**.**

WHEREAS, the DEPARTMENT shall provide periodic mowing, fertilizing, and litter pick-up of the improvements and throughout the SR 9 (I-95) interchange at Donald Ross Road; and

WHEREAS, it is the intent of the AGENCY and the DEPARTMENT that the AGENCY shall control invasive vegetation within the northwest and northeast quadrants of the SR 9 (I-95) interchange at Donald Ross Road, to include periodic herbicide treatments, as well as mechanical and hand removal, to control both upland and aquatic pest plant species; and

WHEREAS, the parties entered into a previous agreement on October 8, 2007, whereby the AGENCY agreed to maintain the median on Donald Ross Road between State Road 9 (I-95) and Heights Boulevard, and such agreement is to remain in full effect and not be altered by this Agreement; and

WHEREAS, the parties hereto mutually recognize the need for entering into a new and separate agreement, designating, and setting forth the responsibilities of each party for the current project; and

WHEREAS, the AGENCY by Resolution No._____ dated _____, 20__, attached hereto in **Exhibit "E"** and by this reference made a part hereof, desires to enter into this Agreement and authorizes its officers to do so.

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

1. The recitals set forth above are true and correct and are deemed incorporated herein.

2. INSTALLATION OF FACILITIES

   The DEPARTMENT shall install or caused to be installed *landscape improvements* described as: plant materials, irrigation and/or hardscape on the highway facilities substantially as specified in plans and specifications hereinafter referred to as the Project(s) in the attached **Exhibit "B",** which is incorporated herein. *Hardscape* shall mean, but not be limited to, site furnishings, landscape accent lighting, bike racks, fountains, tree grates, decorative free standing or retaining wall(s) and/or any non-standard roadway, sidewalk, median or crosswalk surfacing, such as, but not be limited to the following: specialty surfacing, concrete pavers, color stamped concrete and color stamped asphalt (also known as patterned pavement). If there are any major changes to the plan(s), the DEPARTMENT shall provide the modified plan(s) to the AGENCY.

3. MAINTENANCE OF FACILITIES

   A. The DEPARTMENT agrees to maintain the landscape improvements, as existing and those to be installed, within the physical limits described in **Exhibit "A"** (except for the Donald Ross Road median maintained by the AGENCY via the October 8, 2007, MMOA) and as further described in **Exhibit "B".** The landscape improvements shall be maintained by the DEPARTMENT by periodic mowing, fertilizing, and litter pickup, following the DEPARTMENT'S landscape safety and maintenance guidelines, and **Exhibit "C",** the Maintenance Plan.

   B. The AGENCY'S responsibility for maintenance shall include removal and control of invasive pest plant species within all landscaped, turfed and hardscape areas of the northwest and northeast interchange quadrants, as shown in **Exhibit "A"** and outlined in Part II of **Exhibit "C"**.

   C. The maintenance functions to be performed by the AGENCY may be subject to periodic inspections by the DEPARTMENT at the discretion of the DEPARTMENT. Such inspection findings will be shared with the AGENCY and shall be the basis of all decisions regarding repayment, reworking, or Agreement termination. The AGENCY shall not change or deviate from said plans without written approval of the DEPARTMENT.

4. DEPARTMENT ACCESS TO FACILITIES

   The DEPARTMENT will periodically need access to various features within the limits of this Agreement. Upon request of the DEPARTMENT, the AGENCY will have 14 calendar days to provide access to the items noted by the DEPARTMENT. This may require removal of invasive vegetation which impedes access to the site as a result of failure of the Agency to maintain the invasive vegetation in accordance with this Agreement.

   Should the Agency fail to remove items as requested, the Department may:

a. Remove the conflicting items, or any portion thereof, and charge the Agency for the time and materials of the removal.

b. Restore the area with any material meeting Department standards.

5. NOTICE OF MAINTENANCE DEFICIENCIES

A. If at any time after the AGENCY has undertaken the maintenance responsibilities for invasive pest plant control, it shall come to the attention of the DEPARTMENT'S District Secretary that the limits, or a part thereof, are not properly maintained pursuant to the terms of this Agreement, said District Secretary may at his/her option, issue a written notice that a deficiency or deficiencies exist(s), by sending a certified letter to the AGENCY, placing said AGENCY on notice thereof. Thereafter the AGENCY shall have a period of thirty (30) calendar days within which to correct the cited deficiencies. If said deficiencies are not corrected within this time period, the DEPARTMENT may, at its option, proceed as follows:

(1) Remove and control the invasive pest plants, or any part thereof, with DEPARTMENT or Contractor's personnel, and invoice the AGENCY for expenses incurred, and / or

(2) At the discretion of the DEPARTMENT, terminate the Agreement in accordance with Paragraph 9 of this Agreement and remove, by the DEPARTMENT or Contractor's personnel, all of the landscape improvements installed under this Agreement or any preceding Agreements, except as to trees and palms, and charge the AGENCY the reasonable cost of such removal.

B. The AGENCY agrees to reimburse the DEPARTMENT for any landscape improvements listed in **Exhibit "B"**, in the amounts listed in **Exhibit "D",** should the failure to maintain invasive vegetation in accordance with the terms and conditions of this Agreement cause the landscape improvements to perish or decline.

6. FUTURE DEPARTMENT IMPROVEMENTS

It is understood between the parties hereto that the landscape improvements covered by this Agreement may be removed, relocated, or adjusted at any time in the future as determined to be necessary by the DEPARTMENT in order that the adjacent state road be widened, altered, or otherwise changed to meet future criteria or planning needs of the DEPARTMENT.

7. FUTURE AGENCY IMPROVEMENTS

The AGENCY may construct additional landscape improvements within the rights of ways identified in **Exhibit "A"** of this Agreement, subject to the following conditions:

a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT. The AGENCY shall not change or deviate from said plans without written approval by the DEPARTMENT.

b) The AGENCY shall procure a permit from the DEPARTMENT.

c) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.

d) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements it chooses to have installed and there will be no cost to the DEPARTMENT.

8. ADJACENT PROPERTY OWNER IMPROVEMENTS

The DEPARTMENT may allow an adjacent property owner to construct additional landscape improvements within the limits of the rights of way identified in **Exhibit "A"** of this Agreement and the AGENCY shall be responsible for maintaining those improvements under this Agreement subject to the following conditions:

(a) Plans for any new landscape improvements shall be subject to approval by the DEPARTMENT and shall require a valid permit attached with a letter of consent to said plans by the AGENCY. The plans shall not be changed or deviated from without written approval by the DEPARTMENT and the AGENCY.

(b) All landscape improvements shall be developed and implemented in accordance with appropriate state safety and roadway design standards.

(c) The AGENCY agrees to comply with the requirements of this Agreement with regard to any additional landscape improvements installed by an adjacent owner.

9. LANDSCAPE IMPROVEMENTS COST

The DEPARTMENT agrees to enter into a contract for the installation of the landscape improvements shown in **Exhibit "B"** in the amounts referenced in **Exhibit "D"**. The improvements may be reduced or eliminated at the sole discretion of the DEPARTMENT or due to budgetary constraints of the DEPARTMENT.

10. AGREEMENT TERMINATION

In addition to those conditions otherwise contained herein, this Agreement may be terminated under any one (1) of the following conditions:

(a) By the DEPARTMENT, if the AGENCY fails to perform its duties under this Agreement, following ten (10) days written notice.

(b) By the DEPARTMENT, for refusal by the AGENCY to allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the AGENCY in conjunction with this Agreement.

11. AGREEMENT TERM

A. The term of this Agreement commences upon execution by all parties and shall remain in effect as long as the improvements shall exist, or until this Agreement is terminated by either party in accordance with Paragraph 9.

B. If the DEPARTMENT chooses not to implement the landscape improvements described in **Exhibit "B"**, this Agreement becomes void and the original Agreement, if any, is reinstated.

12. LIABILITY AND INSURANCE REQUIREMENTS

A. With respect to any of the AGENCY'S agents, consultants, sub-consultants, contractors, and/or sub-contractors, such party in any contract for the landscape improvements shall agree to indemnify, defend, save and hold harmless the DEPARTMENT from all claims, demands, liabilities, and suits of any nature arising out of, because of or due to any intentional and/or negligent act or occurrence, omission or commission of such agents, consultants, subconsultants, contractors and/or subcontractors. The AGENCY shall provide to the DEPARTMENT written evidence of the foregoing upon the request of the DEPARTMENT. It is specifically understood and agreed that this indemnification clause does not cover or indemnify the DEPARTMENT for its own negligence.

B. In the event that the AGENCY contracts with a third party to provide the services set forth herein, any contract with such third party shall include the following provisions:

(1) The AGENCY'S contractor shall at all times during the term of this Agreement keep and maintain in full force and effect, at contractor's sole cost and expense, Comprehensive General Liability with minimum limits of $1,000,000.00 per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability and Worker's Compensation insurance with minimum limits of $500,000.00 per Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General Liability and Worker's Compensation policy without restrictive endorsements, as filed by the Insurance Services Office and shall name the DEPARTMENT as an additional insured on such policies.

(2) The AGENCY'S contractor shall furnish the AGENCY with Certificates of Insurance of Endorsements evidencing the insurance coverage specified herein prior to the beginning performance of work under this Agreement.

(3) Coverage is not to cease and is to remain in full force and effect (subject to cancellation notice) until all performance required of the AGENCY'S contractor is completed. All policies must be endorsed to provide the DEPARTMENT with at least thirty (30) days' notice of cancellation and/or restriction. If any of the insurance coverage will expire prior to the completion of work, copies of renewal policies shall be furnished at least (30) days prior to the date of expiration.

13. E-VERIFY REQUIREMENTS

The AGENCY shall:

(a) Utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the AGENCY during the term of the contract; and

(b) Expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.

14. SUPERSEDED AGREEMENTS

This writing embodies the entire Agreement and understanding between the parties hereto and there are no other Agreements and understanding, oral or written, with reference to the subject matter hereof that are not merged herein and superseded hereby.

15. FISCAL TERMS

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

16. DISPUTES

The DEPARTMENT'S District Secretary shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution or fulfillment of the service hereunder and the character, quality, amount, and value thereof; and his decision upon all claims, questions and disputes shall be final and conclusive upon the parties hereto.

17. ASSIGNMENT

This Agreement may not be assigned or transferred by the AGENCY in whole or part without the consent of the DEPARTMENT.

18. LAWS GOVERNING

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. In the event of a conflict between any portion of the contract and Florida law, the laws of Florida shall prevail. The AGENCY agrees to waive forum and venue and that the DEPARTMENT shall determine the forum and venue in which any dispute under this Agreement is decided.

19. NOTICES

Any and all notices given or required under this Agreement shall be in writing and either personally delivered with receipt acknowledgement or sent by certified mail, return receipt requested. All notices shall be sent to the following addresses.

If to the DEPARTMENT:	If to the AGENCY:
Florida Dept. of Transportation	Town of Jupiter
3400 West Commercial Blvd.	210 Military Trail
Ft. Lauderdale, FL 33309-3421	Jupiter, FL 33458
Attn: Kaylee Kildare	Attn: Thomas Hernandez, P.E.
Title: District IV Landscape Manager	Title: Director of Engineering and Public Works

20. LIST OF EXHIBITS

Exhibit A: Project Location and Maintenance Boundaries
Exhibit B: Landscape Improvement Plans
Exhibit C: Maintenance Plan for Landscape Improvements
Exhibit D: Approximate Cost for Landscape Improvements
Exhibit E: Resolution

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective the day and year first above written.

TOWN OF JUPITER

By: _____ Date: _____
Chairperson / Mayor / Manager

Attest: _____ (SEAL)
Town Clerk

Legal Approval: _____

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

By: _____ Date: _____
Transportation Development Director

Attest: _____ (SEAL)
Executive Secretary

Legal Review: _____
Office of the District General Counsel

SECTION: **93220000**
COUNTY: **PALM BEACH**
STATE ROAD: **SR 9**
FM NUMBER: **449255-1-52-01**

EXHIBIT A

PROJECT LOCATION AND MAINTENANCE BOUNDARIES

I. LANDSCAPE PROJECT LOCATION:

State Road 9 (I-95) at Donald Ross Road Interchange, MP 39.812 to MP 40.745

II. LIMITS OF MAINTENANCE FOR INVASIVE PLANT CONTROL:

Infields, Buffer areas, Medians, and Side Slopes within the Town of Jupiter municipal limits (North side of Interchange)

III. MAINTENANCE BOUNDARIES MAP:

See Attached

CITY OF PALM BEACH GARDENS LIMITS LINE

BEGIN MAINTENANCE
STA. 189+12.17
MP. 40.340
℄ CONST. SR-9

LA R/W LINE, TYP.

END MAINTENANCE
STA. 209+24.04
MP. 40.721
℄ CONST. SR-9

SR 9/I-95 SOUTHBOUND ON RAMP

DONALD ROSS RD

SR 9/I-95 SOUTHBOUND OFF RAMP

SR 9/I-95 SOUTHBOUND

182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215

SR 9/I-95 NORTHBOUND

SR 9/I-95 NORTHBOUND OFF RAMP

SR 9/I-95 NORTHBOUND ON RAMP

DONALD ROSS RD

TOWN OF JUPITER LIMITS LINE

LA R/W LINE, TYP.

LEGEND

TOWN OF JUPITER
INTERCHANGE MAINTENANCE LIMITS
FOR INVASIVE VEGETATION CONTROL

EXISTING TOWN OF JUPITER
MEDIAN MAINTENANCE PER
RESOLUTION NO. 44-07 ADOPTED
OCTOBER 2, 2007

N

0 50 200
Feet

LANDSCAPE MAINTENANCE BOUNDARY MAP
TOWN OF JUPITER

FDOT FM # 449255-1-52-01
SR 9 (I-95) AT DONALD ROSS ROAD

SECTION: **93220000**
COUNTY: **PALM BEACH**
STATE ROAD: **SR 9**
FM NUMBER: **449255-1-52-01**

EXHIBIT B

LANDSCAPE IMPROVEMENT PLANS

The DEPARTMENT agrees to install the landscape improvements in accordance with the plans and specifications attached hereto and incorporated herein.

Please see attached plans prepared by: Cotleur & Hearing, LLC
Robert Cotleur, RLA
Date: 11/13/2023

STATE OF FLORIDA

DEPARTMENT OF TRANSPORTATION

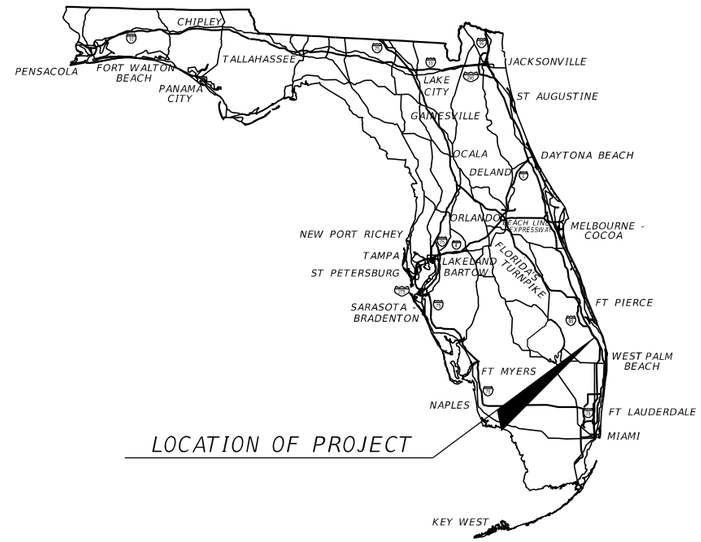
LANDSCAPE PLANS

FINANCIAL PROJECT ID 449255-1-52-01

PALM BEACH COUNTY (93220)

STATE ROAD NO. 9 (I-95)

LANDSCAPING AT DONALD ROSS ROAD INTERCHANGE



INDEX OF LANDSCAPE PLANS

SHEET NO.	SHEET DESCRIPTION
LD-1	KEY SHEET
LD-2	SIGNATURE SHEET
LD-3	GENERAL NOTES
LD-4	LEGEND
LD-5	PROJECT LAYOUT
LD-6 TO LD-9	SELECTIVE CLEARING AND GRUBBING PLAN
LD-10 TO LD-11	SELECTIVE CLEARING AND GRUBBING DETAILS
LD-12 TO LD-15	LANDSCAPE PLAN
LD-16 TO LD-18	LANDSCAPE DETAILS
LD-19 TO LD-20	HARDSCAPE PLAN
LD-21	HARDSCAPE DETAILS
LD-22	TEMPORARY TRAFFIC CONTROL PLAN
LD-23 TO LD-25	STORMWATER POLLUTION PREVENTION PLAN

PROJECT LOCATION URL:	https://tinyurl.com/y83hey7z
PROJECT LIMITS:	BEGIN MP 39.812 - END MP 40.745 (93220000)
EXCEPTIONS:	NONE
BRIDGE LIMITS:	BR#0382 MP 40.355 - MP 40.384 BR#0383 MP 40.336 - MP 40.366
RAILROAD CROSSING:	NONE

GOVERNING STANDARD PLANS:

Florida Department of Transportation, FY2024-25 Standard Plans for Road and Bridge Construction and applicable Interim Revisions (IRs).

Standard Plans for Road Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

APPLICABLE IRs: N/A

Standard Plans for Bridge Construction and associated IRs are available at the following website: http://www.fdot.gov/design/standardplans

GOVERNING STANDARD SPECIFICATIONS:

Florida Department of Transportation, FY2024-25 Standard Specifications for Road and Bridge Construction at the following website: http://www.fdot.gov/programmanagement/Implemented/SpecBooks

LANDSCAPE PLANS PROFESSIONAL OF RECORD:

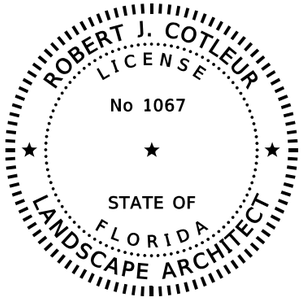
ROBERT J. COTLEUR, R.L.A.
R.L.A. NO.: 1067
COTLEUR & HEARING, INC.
1934 Commerce Lane Suite 1
Jupiter, Florida 33458
561-747-6336 Fax 561-747-1377
Vendor No. F471877271001
CONTRACT No. CAH36

FDOT PROJECT MANAGER:

CLAUDIA VINITSKIY-CALVO, P.E.

CONSTRUCTION CONTRACT NO.	FISCAL YEAR	SHEET NO.
TBD	25	LD-1

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

COTLEUR & HEARING, INC.
1934 COMMERCE LANE, SUITE 1
JUPITER, FL 33458
ROBERT J. COTLEUR, R.L.A. NO. 1067

THE ABOVE NAMED PROFESSIONAL LANDSCAPE ARCHITECT SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G10-11.011, F.A.C.

SHEET NO.	SHEET DESCRIPTION
LD-1	KEY SHEET
LD-2	SIGNATURE SHEET
LD-3	GENERAL NOTES
LD-4	LEGEND
LD-5	PROJECT LAYOUT
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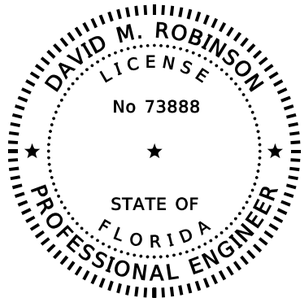
LD-21	HARDSCAPE DETAILS



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

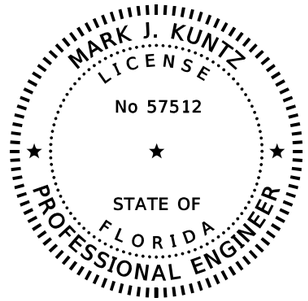
ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

AECOM TECHNICAL SERVICES, INC.
7650 WEST COURTNEY CAMPBELL CAUSEWAY
TAMPA, FL 33607
DAVID M. ROBINSON, P.E. NO. 73888

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
LD-2	SIGNATURE SHEET
LD-22	TEMPORARY TRAFFIC CONTROL PLAN



THIS ITEM HAS BEEN DIGITALLY SIGNED AND SEALED BY

ON THE DATE ADJACENT TO THE SEAL

PRINTED COPIES OF THIS DOCUMENT ARE NOT CONSIDERED SIGNED AND SEALED AND THE SIGNATURE MUST BE VERIFIED ON ANY ELECTRONIC COPIES.

AECOM TECHNICAL SERVICES, INC.
7650 WEST COURTNEY CAMPBELL CSWY
TAMPA, FL 33607
MARK J. KUNTZ, P.E. NO. 57512

THE ABOVE NAMED PROFESSIONAL ENGINEER SHALL BE RESPONSIBLE FOR THE FOLLOWING SHEETS IN ACCORDANCE WITH RULE 61G15-23.004, F.A.C.

SHEET NO.	SHEET DESCRIPTION
LD-2	SIGNATURE SHEET
LD-23 TO LD-25	STORMWATER POLLUTION PREVENTION PLAN

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Landscape Architect Of Record: Robert J. Cotleur, RLA: #1067

COTLEUR & HEARING, INC.
1934 Commerce Lane Suite 1
Jupiter, Florida 33458
561-747-6336 Fax 561-747-1377

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 9	PALM BEACH	449255-1-52-01

SIGNATURE SHEET

SHEET NO.
LD-2

srivera 11/13/2023 1:25:35 PM Default N:\PROJECTS-FDOT\22-0121_TWO 10_I-95 at Donald Ross Road\CADD Files\449255-1-52-01\landscp\SIGNLD01.dgn

GENERAL PROJECT NOTES:

1. THIS INTERCHANGE IS MAINTAINED FOR THE DEPARTMENT BY AN ASSET MAINTENANCE (AM) CONTRACTOR. WORK OPERATIONS WITHIN AND IN THE VICINITY OF THE PROJECT LIMITS SHALL BE COORDINATED WITH THE DEPARTMENT'S PALM BEACH OPERATIONS UNIT AND THEIR ASSET MAINTENANCE (AM) CONTRACTOR (LOUIS BERGER SERVICES) AT LEAST TWO WEEKS PRIOR TO BEGINNING CONSTRUCTION IN ORDER TO DOCUMENT THE EXISTING CONDITIONS AND TO COORDINATE ACCESS INTO THE PROJECT LIMITS (IF NEEDED) BY THE AM CONTRACTOR DURING CONSTRUCTION. CONTACT INFORMATION:

COMPANY: FDOT PALM BEACH OPERATIONS	COMPANY: LOUIS BERGER SERVICES
CONTACT: EDUARDO CABALLERO, PE	CONTACT: STEPHANIE TORRES (FDOT)
EMAIL: EDUARDO.CABALLERO@DOT.STATE.FL.US	EMAIL: STEPHANIE.TORRES@DOT.STATE.FL.US
PHONE: 561-370-1104	PHONE: 561-370-1156

PORTIONS OF INTERCHANGE MAINTENANCE WILL BE TAKEN OVER BY THE TOWN OF JUPITER FOLLOWING THE COMPLETION OF THIS STAND-ALONE LANDSCAPE CONTRACT. COORDINATE WITH THE TOWN OF JUPITER TO NOTIFY AND ALLOW MUNICIPAL REPRESENTATIVE ATTENDANCE AT THE ESTABLISHMENT PERIOD INSPECTIONS.

TOWN OF JUPITER
CONTACT: THOMAS HERNANDEZ (DIR. OF ENG. & P.W.)
EMAIL: thomash@jupiter.fl.us
PHONE: 561-741-2680

2. BEFORE THE PRECONSTRUCTION MEETING, SUBMIT:
   a. INSTALLATION PLAN AND S. O. V. AS PER SECTION 580-4.1 OF THE LANDSCAPE SPECIFICATIONS
   b. RELOCATION WORK PLAN AS PER SECTION 581-3.1 OF THE TREE RELOCATION SPECIFICATIONS
   c. WEED CONTROL PRODUCT INFORMATION AND APPLICATION PROCEDURES
   d. LANDSCAPE SOIL PRODUCT INFORMATION
   e. WATERING APPLICATION PROCEDURES AND SCHEDULE
   f. FERTILIZER PRODUCT INFORMATION AND APPLICATION PROCEDURES
   g. MULCH PRODUCT OR CREATION INFORMATION, (BOTH NEW AND CREATED ON SITE)
   h. PLANT MATERIAL LOCATING AND CONTRACT GROWING SCHEDULE AND APPROACH
   i. DOCUMENTATION OF REQUIRED AQUATIC PLANTING EXPERIENCE AS DESCRIBED HEREIN.

3. THE LOCATIONS OF THE UTILITIES SHOWN IN THE PLANS ARE BASED ON LIMITED INVESTIGATION TECHNIQUES AND SHOULD BE CONSIDERED APPROXIMATE ONLY. THE INVENTORY AND CONDITION ASSESSMENT OF THE EXISTING TREES WAS COMPLETED IN APRIL 2023 AND WAS COMPLETED WITH LIMITED SURVEY INFORMATION AND THEREFORE MINOR SHIFTS SHOULD BE ANTICIPATED. REVIEW ALL TREES IN THE PRESENCE OF THE ENGINEER, IN CONJUNCTION WITH THE LANDSCAPE ARCHITECT, PRIOR TO THE START OF CONSTRUCTION TO CONFIRM THE TREE CONDITIONS AND EXTENT OF WORK.

4. SIGHT TRIANGLES ARE BASED ON FLORIDA DESIGN MANUAL STANDARDS FOR A 6-LANE DIVIDED ROADWAY WITH LEFT TURN LANES AND A 45 MPH DESIGN SPEED WITH A SIGHT DISTANCE (D) EQUAL TO 625 FEET. THE CLEAR ZONE SETBACK FOR 65 MPH DESIGN SPEED IS 36 FEET. FOR ROADS WITH A 45 MPH DESIGN SPEED THE SETBACK IS 24 FEET FOR TRAVEL LANES AND 14 FEET FOR AUXILIARY LANES. FOR RAMPS WITH A DESIGN SPEED OF 40 MPH THE SETBACK IS 18 FEET FOR MULTILANE RAMPS AND 10 FEET FOR SINGLE LANE RAMPS. FOR RAMPS WITH A DESIGN SPEED OF 30 MPH THE SETBACK IS 12' FOR MULTILANE RAMPS AND 10 FEET FOR SINGLE LANE RAMPS. LATERAL OFFSETS FOR CURBED ROADS WITH DESIGN SPEEDS 25-35 MPH ARE 1.5 FEET FROM THE FACE OF THE CURB AND 4 FEET FOR DESIGN SPEEDS OF 40-45 MPH.

5. INCLUDES THE COST OF ALL HARDWARE AND ALUMINUM PLATES NECESSARY TO ADJUST THE WEIR ELEVATION TWO INCH HIGHER ON EACH SIDE OF THE CONTROL STRUCTURE.

LANDSCAPE PROJECT NOTES:

6. WATERING: THERE ARE NO IRRIGATION SYSTEMS PROPOSED OR MODIFIED AS PART OF THIS PROJECT SO ALL NEW AND RELOCATED PLANTS WILL NEED TO BE HAND WATERED UNTIL ESTABLISHMENT. DETERMINE THE WATER SCHEDULE AND RATE TO ENSURE THE HEALTHY ESTABLISHMENT OF ALL PLANTS THROUGHOUT THE CONSTRUCTION AND ESTABLISHMENT PERIODS. THE PROPOSED SCHEDULE MUST ACCOUNT FOR THE PROPOSED GROUNDCOVER AND SHRUB BEDS LOCATED ON THE SLOPES, NEW GRASS AREAS, AND PROPOSED (AND RELOCATED) TREES. WATER SUPPLIED FROM A WATER TRUCK MUST NOT BE APPLIED IN A MANNER THAT WOULD DAMAGE PLANTS, NOR IN A MANNER THAT WOULD REMOVE SOIL SAUCER RING OR MULCH AROUND EACH PLANT. PROVIDE AND MAINTAIN A RAIN GUAGE ON SITE FROM THE TIME ANY TREES ARE RELOCATED UNTIL THE END OF THE ESTABLISHMENT PERIOD SO THE AMOUNTS OF RAINFALL CAN BE DOCUMENTED.

7. FERTILIZATION: APPLY AN 8-2-12+4 MG FERTILIZER, PLUS WATER-SOLUBLE MICRONUTRIENTS. 100 PERCENT OF THE (N) NITROGEN, (K) POTASSIUM, (MG) MAGNESIUM AND (8) BORON MUST BE IN CONTROLLED RELEASE FORM. APPLICATION RATE PER MANUFACTURER'S RECOMMENDATIONS. BEGIN FERTILIZATION DURING INSTALLATION AND REPEAT EVERY 4 MONTHS THROUGHOUT THE ESTABLISHMENT PERIOD. FERTILIZATION IS REQUIRED FOR ALL PROPOSED PLANTS, (EXCEPT AQUATIC PLANTS AND SABAL PALMS), AS WELL AS ALL EXISTING BISMARCK, MONTGOMERY, AND MEDJOOL DATE PALMS AND ROYAL POINCIANA TREES.

8. THE PROPOSED LOCATIONS OF CERTAIN SPECIES INCLUDING, TICKSEED, BOSTON FERN, CINNAMON FERN, ROYAL FERN AND WILD COFFEE, CAN NOT BE DETERMINED UNTIL THE SELECTIVE CLEARING & GRUBBING WORK IS COMPLETED, AND THEREFORE MUST BE COORDINATED IN THE FIELD WITH THE ENGINEER, IN CONJUNCTION WITH THE LANDSCAPE ARCHITECT.

9. SOME OF THE UPLAND AND AQUATIC SHRUBS ARE SPECIFIED IN LARGE QUANTITIES AND MIGHT NOT BE READILY AVAILABLE IN LOCAL NURSERIES AND WILL THEREFORE NEED TO BE CONTRACT GROWN. THIS PROCESS COULD TAKE UP TO 3-4 MONTHS, SO THEY MUST BE PROCURED EARLY AND ACCOUNTED FOR IN THE CONSTRUCTION SCHEDULE.

10. PROVIDE ADDITIONAL LANDSCAPE SOIL FOR MIXING WITH THE BACKFILL OF THE FOLLOWING SPECIES; QUEENS CREPE MYRTLE, ROYAL POINCIANA, RED CEDAR, ERNODIA, DWARF COCOPLUM AND MUHLEY GRASS. SHRUB BEDS WILL RECEIVE A 1" LAYER OVER THE ENTIRE BED INSTEAD OF AN AMOUNT PER PLANT. REFER TO THE SUPPLEMENTAL LANDSCAPE SOIL WORKTABLE FOR THE QUANTITY OF SOIL TO PROVIDE PER SPECIES. SOIL AMENDMENT SHALL MEET THE REQUIREMENTS OF STANDARD SPECIFICATIONS SECTION 987-2.4. PROVIDE SOIL TEST RESULTS PREPARED BY AN APPROVED SOIL TESTING LAB THAT CERTIFIES THAT THE SOIL MIXTURE IS SUITABLE FOR SOUTH FLORIDA LANDSCAPE USE. AT A MINIMUM THE FOLLOWING PARAMETERS MUST BE TESTED, SOIL PH, SOLUBLE SALTS, SODIUM, ORGANIC CONTENT, AND GENERAL TEXTURE. ACCEPTABLE PARAMETERS ARE AS FOLLOWS; PH (6.0-7.5), SOLUBLE SALTS LESS THAN 2.0 MILLIMOLES, SODIUM LESS THAN 100 PPM, AND ORGANIC CONTENT BETWEEN 2%-8%. PROVIDE A MINIMUM OF 1 TEST FOR EACH DIFFERENT SOIL SOURCE OR MIXTURE. SUBMIT TEST RESULTS TO THE ENGINEER FOR APPROVAL PRIOR TO UTILIZING ON SITE.

11. SHRUB BEDS OF ERNODIA, LOCATED ON SLOPES OF 1:3 OR STEEPER WILL RECEIVE A PERMANENT, ROLLED EROSION CONTROL PRODUCT THAT MEETS THE REQUIREMENTS OF SECTION 104-6.4.9.1 OF THE SPECIFICATIONS. REFER TO THE SHRUB BED ON SLOPE PLANTING DETAIL' FOR MORE INFORMATION.

12. TRIM ALL PROPOSED QUEENS CREPE MYRTLE AND ROYAL POINCIANA TREES YEARLY (AT A MINIMUM) AS DIRECTED BY THE ENGINEER TO IMPROVE BRANCHING STRUCTURE AND INCREASE WIND RESISTANCE DURING THE ESTABLISHMENT PERIOD. TRIM ALL 100% DEAD FRONDS AND SEED PODS FROM ALL THATCH, MEDJOOL DATE, MONTGOMERY AND SOLITAIRE PALMS, QUARTERLY (AT A MINIMUM) DURING THE ESTABLISHMENT PERIOD. TRIM ALL DWARF COCOPLUM AND ERNODIA SHRUB MASSES TO PROMOTE COMPACT GROWTH, QUARTERLY (AT A MINIMUM) DURING THE ESTABLISHMENT PERIOD.

13. ALL INDIVIDUALLY PLANTED TREES SHALL RECEIVE A 5' (MIN) MULCH RING. ALL AREAS CONTAINING SHRUBS OR GROUND COVERS SHALL BE CONTINUOUS MULCH BEDS. MULCH TYPE WILL BE RECYCLED ECO-MULCH MADE FROM VIRGIN ROUNDWOODS INCLUDING SLASH PINE, BLACK OLIVE, OR OAK, AND WILL NOT INCLUDE ANY CYPRESS, MELALEUCA, CONSTRUCTION (C&D) WOOD, MATERIAL CONTAINING ARSENIC OR COLORED DYES. APPLY A PRE-EMERGENT HERBICIDE TO ALL MULCH AREAS PRIOR TO MULCHING, (FOLLOW MANUFACTURER'S RECOMMENDATIONS FOR RATES AND METHODS OF APPLICATION).

14. NEW BAHIA SOD IS ONLY PROPOSED IN CERTAIN AREAS WHERE IT CURRENTLY DOES NOT EXIST OR CANNOT BE PRESERVED DUE TO THE NATURE OF THE PROPOSED WORK. ADDITIONAL AREAS WILL LIKELY ALSO NEED TO BE RESTORED TO REPAIR OR REPLACE SOD THAT WAS DAMAGED DURING THE CONSTRUCTION ACTIVITIES, AS PER THE FDOT SPECIFICATIONS. ENSURE THESE COSTS ARE ALSO INCLUDED IN THE OVERALL LUMP SUM PROJECT COST. ALL BAHIA SOD ON SLOPES OF 1:3 OR STEEPER SHALL BE STAKED TO PREVENT SLIPPAGE.

POND EXCAVATION NOTES:

15. THE EXCAVATION OF PONDS 'B' AND 'C' WILL BE COMPLETED IN THE FOLLOWING SEQUENTIAL ORDER:
   a. REMOVE ALL WOODY TREES FROM THE DRY POND BOTTOMS IN ACCORDANCE WITH THE SELECTIVE CLEARING & GRUBBING PLANS.
   b. APPLY HERBICIDE TO TARGET TORPEDO GRASS (PANICUM REPENS) AND OTHER INVASIVE EXOTIC SPECIES WITHIN THE DRY POND BOTTOM AREAS.
   c. SCRAPE DOWN TOP 6" OF TOPSOIL AND EXISTING AQUATIC VEGETATION FROM THE ENTIRE DRY POND BOTTOM AREAS AND DISCARD OFF SITE.
   d. EXCAVATE TOP 12" TO 18" OF PROPOSED WET POND AREAS AND PLACE TO 6" DEPTH OVER REMAINING DRY POND BOTTOM AREAS, (TO REPLACE 6" LAYER THAT WAS REMOVED).
   e. EXCAVATE ANY ADDITIONAL SOIL THAT MIGHT BE NEEDED AROUND THE SITE FOR RESTORING THE GRADE AFTER VEGETATION REMOVAL ACTIVITIES ARE COMPLETED.
   f. EXCAVATE REMAINER OF BOTH PONDS IN ACCORDANCE WITH THE GRADING PLAN AND DISCARD SPOIL OFF SITE.

AQUATIC PLANTING PROJECT NOTES

1. PRIOR TO STARTING WORK, REVIEW THE PLANTING AREAS IN THE PRESENCE OF THE ENGINEER AND MAKE ANY ADJUSTMENTS TO THE PLANT LAYOUT OR QUANTITIES PROPOSED FOR EACH AREA. THE OVERALL PLANT QUANTITIES TO BE UTILIZED FOR THE PROJECT WILL NOT CHANGE. DOCUMENT ANY CHANGES TO THE LAYOUT OR QUANTITIES FOR A SPECIFIC AREA THROUGH AS-BUILT (MARKED UP) PLANS TO BE SUBMITTED TO THE ENGINEER PRIOR TO THE ACCEPTANCE OF CONSTRUCTION AND BEGINNING THE ESTABLISHMENT PERIOD.
2. THE CONTRACTOR COMPLETING THE AQUATIC PLANTING WORK SHALL BE EXPERIENCED IN THIS TYPE OF WORK AND MUST PROVIDE EVIDENCE TO THE ENGINEER THAT THEY HAVE COMPLETED AT LEAST 3 PREVIOUS AQUATIC PLANTING PROJECTS. IN ADDITION, THE FOREMAN RUNNING THE PROJECT MUST BE WELL VERSED IN IDENTIFYING THE PROPOSED PLANTS TO BE UTILIZED ON THE PROJECT AND ALL EXISTING VEGETATION TYPES THAT OCCUR ON SITE.
3. A MINIMUM OF 80% OF THE AQUATIC PLANTS AND WILDFLOWERS MUST SURVIVE FOR THE DURATION OF THE 2-YEAR ESTABLISHMENT PERIOD. CREDIT WILL BE GIVEN FOR NEW PLANTS OF THE SAME SPECIES THAT OCCUR THROUGH NATURAL RECRUITMENT. REPLACE ANY PLANTS THAT DIE OR DECLINE BEYOND THE ALLOWED 20%.
4. WHEN PLANTING WITHIN SUBMERGED AREAS THE BARE ROOT PLANTS CAN BE CUT AT THE WATER LINE BEFORE PLANTING.
5. COMPLETE THE AQUATIC PLANTING WORK WITHIN THE DRY SEASON TO THE EXTENT POSSIBLE.
6. DO NOT PROCEED WITH AQUATIC PLANTING INSTALLATION UNTIL ALL INVASIVE AND UNDESIRABLE VEGETATION HAS BEEN REMOVED WITHIN THOSE AREAS.

UTILITY PROVIDERS LIST:

PROVIDER	CONTACT	PHONE
AT&T DISTRIBUTION	LUKE FOLKERTS	321-953-6172
COMCAST - PALM BEACH	STEVEN ROSA	561-454-5851
FDOT ITS FIBER	KATHERINE RICO	954-847-2680
FLORIDA POWER & LIGHT - PALM BEACH	PHILIP PASCASIO	321-214-3865
TECO PEOPLES GAS	MAX CHAMORRO	954-453-0812
CROWN CASTLE FIBER	DANNY HASKETT	786-246-7827
FLORIDA PUBLIC UTILITIES	DALE BUTCHER	561-366-1635

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Landscape Architect Of Record: Robert J. Cotleur, RLA: #1067

COTLEUR & HEARING, INC.
1934 Commerce Lane Suite 1
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 9	PALM BEACH	449255-1-52-01

GENERAL NOTES

SHEET NO. LD-3

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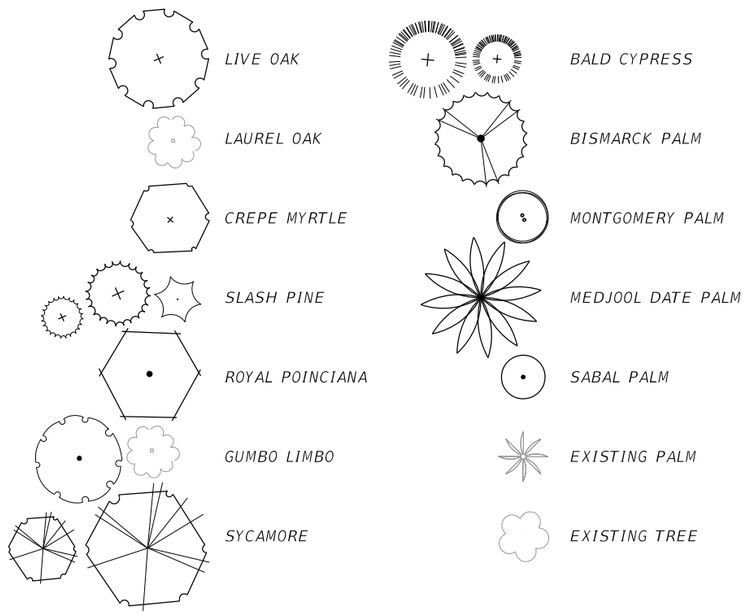
PLANT LIST AND LEGEND – LARGE PLANTS

SYMBOL	ABBR.	BOTANICAL NAME / COMMON NAME SIZE	QTY
	DR	DELONIX REGIA, ROYAL POINCIANA, 12'x 7', 3.5" CAL	1
	JB	JUNIPERUS VIRGINIANA SILICICOLA 'BRODIE', SOUTHERN RED CEDAR, 10'x 5'	116
	LS	LAGERSTROEMIA SPECIOSA, QUEEN'S CREPE MYRTLE, 12' OA x 6' SPRD, LIMB UP 5'	21
	PE	PINUS ELLIOTII VAR. DENSA, S. FL. SLASH PINE, 12' OA x 5' SPRD, 3.5" CAL.	41
	PEA	PTYCHOSPERMA ELEGANS, SOLITAIRE PALM, 10'-16' CT, STAGGERED, SINGLE	24
	RQV	QUERCUS VIRGINIANA, LIVE OAK, RELOCATED	15
	RSP	SABAL PALMETTO, CABBAGE PALM, RELOCATED	57
	RTR	THRINAX RADIATA, THATCH PALM, RELOCATED	16

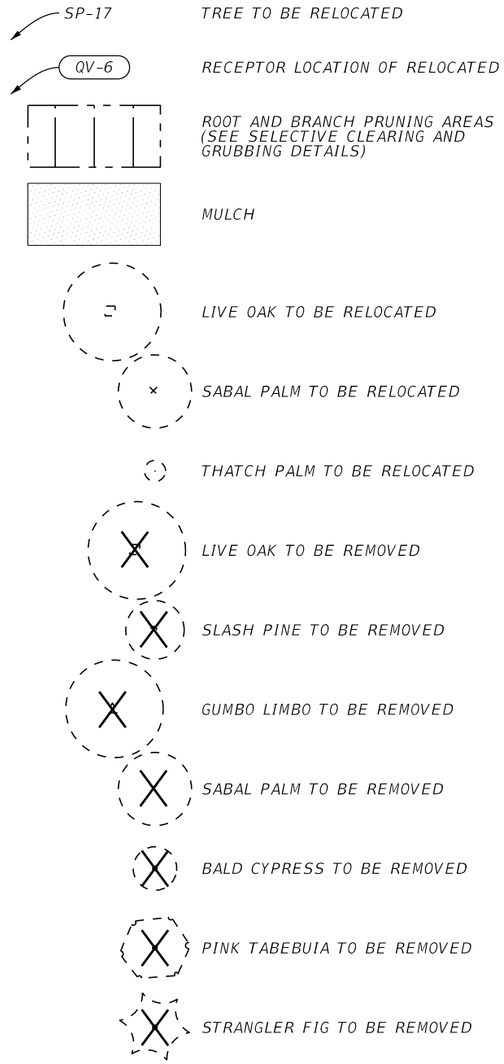
EXISTING LANDSCAPE LEGEND



PLANT LIST AND LEGEND – SMALL PLANTS AND INCIDENTAL

SYMBOL	ABBR.	BOTANICAL NAME / COMMON NAME SIZE	QTY
	AD	ACROSTICHUM DANAEFOLIUM, LEATHER FERN, #3 GAL (SPACING AS SHOWN)	71
	CF	CANNA FLACCIDA, YELLOW CANNA, BARE ROOT, MIN. 12" OC	1,480
	EC	ELEOCHARIS CELLULOSA, SPIKERUSH, BARE ROOT, MIN. 12" OC	3,260
	PC	PONTEDERIA CORDATA, PICKEREL WEED, BARE ROOT, MIN. 12" OC	20,350
	CL	COREOPSIS LEAVENWORTHII, TICKSEED, 2" LINER, 12"-24" OC	3,500
	SL	SAGITTARIA LANCELEAF, LANCELEAF SAGITTARIA, BARE ROOT, 24" OC, (67,099SF)	17,000
	NE1	NEPHROLEPIS EXALTATA, BOSTON FERN, #1 GAL, 3' OC (75% OF TOTAL)	1,385
	OC	OSMUNDA CINNAMOMEA, CINNAMON FERN, #1 GAL, 3' OC (10% OF TOTAL)	185
	OR	OSMUNDA REGALIS, ROYAL FERN, #1 GAL, 3' OC (10% OF TOTAL)	185
	PN	PSYCHOTRIA NERVOSA, WILD COFFEE, #1 GAL, 3' OC (5% OF TOTAL)	92
	CID	CHRYSOBALANUS ICACO 'HORIZONTALIS', DWARF COCOPLUM, #3 GAL, 1.5'x 1.5', 30" OC	621
	EL	ERNODEA LITTORALIS, BEACH CREEPER, LINERS, 9" OC	60,676
	MUH	MUHLENBERGIA CAPILLARIS, MUHLY GRASS, #3 GAL, 1.5'x 1', 30" OC	214
		PASPALUM NOTATUM, BAHIA SOD	18,294

SELECTIVE CLEARING AND GRUBBING LEGEND



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REVISIONS			
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 9	PALM BEACH	449255-1-52-01

LEGEND

SHEET NO. LD-4

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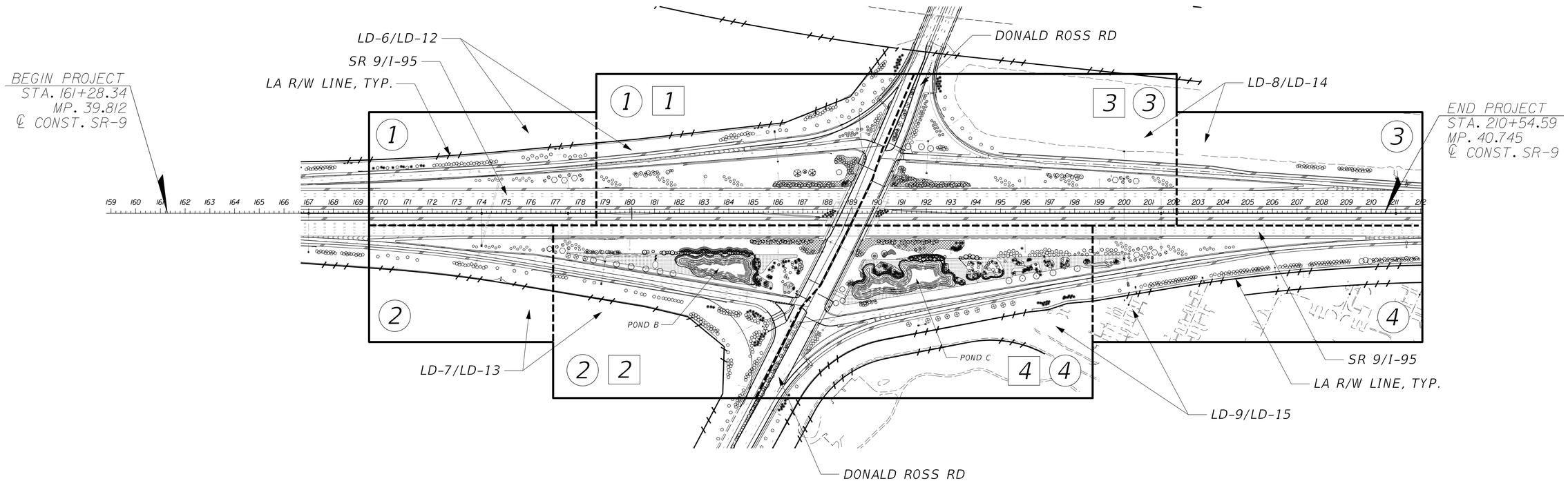

X	SELECTIVE CLEARING AND GRUBBING SITE NO'S (SITE NO'S 1 TO 4)
X	LANDSCAPE SITE NO'S (SITE NO'S 1 TO 4)
	SELECTIVE CLEARING AND GRUBBING/LANDSCAPE PLAN NO. (LD-6 TO LD-9/LD-12 TO LD-15)

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STATE OF FLORIDA
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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 9	PALM BEACH	449253-3-52-01

PROJECT LAYOUT

SHEET NO. LD-5

0 10 50
Feet

EXIST. FENCE, TYP.
UTILITIES, TYP.
ALL LANDSCAPE ON THE WEST SIDE OF THE RAMP WILL REMAIN AND WILL NOT BE DISTURBED
(17) RELOCATED SABAL PALMS (FROM SE QUAD)
LA R/W LINE, TYP.
EXIST. VEGETATION, TYP.
EXIST. CURB, TYP.
4' LATERAL OFFSET
EXIST. GRAVITY WALL
EXIST. DRAINAGE, TYP.
EXIST. SIGN, TYP.
EXIST. LIGHT, TYP.
SABAL PALMS TO REMAIN, TYP.
DONALD ROSS ROAD
MATCHLINE - SEE SELECTIVE CLEARING AND GRUBBING PLAN (3)
10' CLEAR ZONE SETBACK
SP-41 TO SP-57
12' CLEAR ZONE SETBACK
SIDEWALK, TYP.
UTILITIES, TYP.
EXIST. GUARDRAIL, TYP.
SOUTHBOUND ON RAMP
8' DIA. MULCH RING, 0.3 CY MULCH EACH (TYP)
SABAL PALMS TO REMAIN (TYP)
JAMAICA CAPER TO REMAIN, PRUNE AS DIRECTED (SEE SELECTIVE CLEARING AND GRUBBING DETAILS)
GUMBO LIMBO TO REMAIN
DATE PALM TO REMAIN
5 CY MULCH
7 PINES TO BE REMOVED
PINE TREES TO REMAIN (TYP)
SYCAMORE TREES TO REMAIN (TYP)
DRY POND
23 CY MULCH
8' DIA. MULCH RING, 3 CY MULCH (TYP.)
ROYAL POINCIANA TREES TO REMAIN (TYP)
PRUNING AREA ID: 403659
5' GUARDRAIL SETBACK
EXIST. GUARDRAIL, TYP
SCGG AREA ID: 398238
SCGG AREA ID: 365412
SABAL PALM TO REMAIN, TYP.
ALL SEAGRAPE, COCOPLUM AND INVASIVE VEGETATION ON THE SLOPES TO BE REMOVED
EXIST. EOP, TYP.
PRUNING AREA ID: 403657
BISMARCK & MONTGOMERY PALMS TO REMAIN
THATCH PALMS TO REMAIN
I-95 SOUTHBOUND
℄ SURVEY
177 178 179 180 181 182 183 184 185 186 187 188 189
MATCHLINE - SEE SELECTIVE CLEARING AND GRUBBING PLAN (2)

SELECTIVE CLEARING AND GRUBBING LEGEND

- RECEPTOR LOCATION OF RELOCATED TREE (SV-6)
- ROOT AND BRANCH PRUNING AREAS (SEE SELECTIVE CLEARING AND GRUBBING DETAILS)
- MULCH
- SLASH PINE TO BE REMOVED

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ROAD NO.	COUNTY	FINANCIAL PROJECT ID.
SR 9	PALM BEACH	449255-3-52-01

SELECTIVE CLEARING AND GRUBBING PLAN (1)

SHEET NO. LD-6

0 10 50
Feet

MATCHLINE – SEE SELECTIVE CLEARING AND GRUBBING PLAN (1)

177 178 179 180 181 182 183 184 185 186 187 188 189

℄ SURVEY, TYP.

ROYAL POINCIANA TREE TO REMAIN (TYP)
(3) RELOCATED OAK TREES
SLASH PINES TO REMAIN (TYP)
EXIST. DRAINAGE, TYP.
EXIST. EOP, TYP.
CYPRESS TO REMAIN (TYP)
ALL SEAGRAPE, COCOPLUM AND INVASIVE VEGETATION ON THE SLOPES TO BE REMOVED
SCGG AREA ID: 365414
PRUNING AREA ID: 398253
REMOVE 2 CYPRESS (POOR QUALITY)
BISMARCK & MONTGOMERY PALMS TO REMAIN
GUMBO LIMBO TO BE REMOVED
SABAL PALMS TO REMAIN
TR-1 TO TR-5
(5) THATCH PALMS TO BE RELOCATED
TR-1 TO TR-5
(5) RELOCATED THATCH PALMS
(17) SABAL PALMS TO BE RELOCATED
SABAL PALMS TO REMAIN
SP-41 TO SP-57

I-95 NORTHBOUND

EXISTING PINES, OAKS AND SABAL PALMS WILL BE PRUNED TO BE THINNED, CLEANED AND ELEVATED AS DIRECTED TO PROVIDE VIEWS FROM I-95 TO PONDS

2 PINES TO BE REMOVED
SCGG AREA ID: 398242
17 CY MULCH
5 CY MULCH
11 CY MULCH
6 CY MULCH
228 CY MULCH
12 CY MULCH
8' DIA. MULCH RING, 0.5 CY MULCH EACH (TYP)
12' CLEAR ZONE SETBACK
OV-1
OV-2
OV-3
OV-4
OV-5
OV-6
(5) OAK TREES TO BE RELOCATED
ALL INVASIVE EXOTIC VEGETATION AND CAROLINA WILLOWS WILL BE REMOVED FROM DRY POND BOTTOM

NORTHBOUND OFF RAMP

SCGG AREA ID: 365426
SCGG AREA ID: 365416
EXIST. GUARDRAIL, TYP.
EXIST. SIGN, TYP.
OAKS TREES TO REMAIN (TYP)
EXIST. DRY DETENTION POND
SCGG AREA ID: 363364
SAW PALMETTO TO BE REMOVED
4' LATERAL OFFSET
12' CLEAR ZONE SETBACK
UTILITIES, TYP.
LA R/W LINE, TYP.
EXIST. GRAVITY WALL
EXIST. FENCE, TYP.
R/W LINE
ALL LANDSCAPE ON THE EAST SIDE OF THE RAMP WILL REMAIN AND WILL NOT BE DISTURBED
EXIST. LIGHT, TYP.

DONALD ROSS ROAD

MATCHLINE – SEE SELECTIVE CLEARING AND GRUBBING PLAN (4)

SELECTIVE CLEARING AND GRUBBING LEGEND

- SP-17 — TREE TO BE RELOCATED
- OV-6 — RECEPTOR LOCATION OF RELOCATED TREE
- ROOT AND BRANCH PRUNING AREAS (SEE SELECTIVE CLEARING AND GRUBBING DETAILS)
- MULCH
- LIVE OAK TO BE RELOCATED
- THATCH PALM TO BE RELOCATED
- SLASH PINE TO BE REMOVED
- GUMBO LIMBO TO BE REMOVED
- BALD CYPRESS TO BE REMOVED

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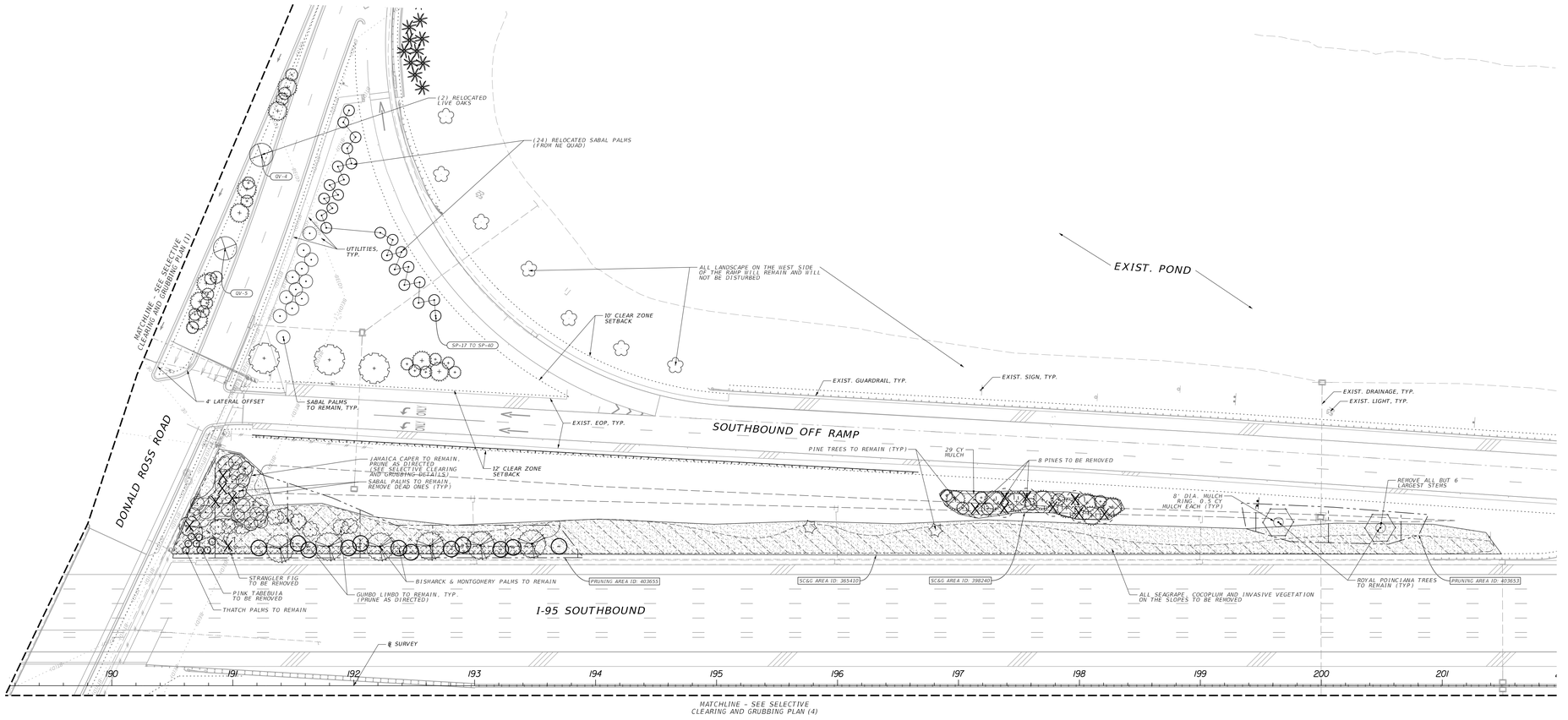
SR 9	PALM BEACH	449255-1-52-01

SELECTIVE CLEARING AND GRUBBING PLAN (2)

SHEET NO. LD-7

0 10 50
Feet



SELECTIVE CLEARING AND GRUBBING LEGEND

- RECEPTOR LOCATION OF RELOCATED TREE
- ROOT AND BRANCH PRUNING AREAS (SEE SELECTIVE CLEARING AND GRUBBING DETAILS)
- MULCH
- SLASH PINE TO BE REMOVED
- SABAL PALM TO BE REMOVED
- PINK TABEBUIA TO BE REMOVED
- STRANGLER FIG TO BE REMOVED

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SELECTIVE CLEARING AND GRUBBING PLAN (3)

SHEET NO. LD-8

0 10 50
Feet

MATCHLINE - SEE SELECTIVE CLEARING AND GRUBBING PLAN (3)

190 191 192 193 194 195 196 197 198 199 200 201

℄ SURVEY, TYP.

I-95 NORTHBOUND

GUMBO LIMBO TO BE REMOVED
(11) THATCH PALMS TO BE RELOCATED
BISHARCK & MONTGOMERY PALMS TO REMAIN
SP-1 SP-2 SP-3 SP-4 SP-5 SP-6 SP-7 SP-8 SP-9 SP-10 SP-11 SP-12 SP-13
EXIST. EOP, TYP.
ALL SEAGRAPE, COCOPLUM AND INVASIVE VEGETATION ON THE SLOPES TO BE REMOVED
SP-14 SP-15 SP-16
EXISTING PINES, OAKS AND SABAL PALMS WILL BE PRUNED AS DIRECTED TO BE THINNED, CLEANED AND ELEVATED TO IMPROVE HEALTH AND AESTHETICS
SCGG AREA ID: 365420
PRUNING AREA ID: 398257
SCGG AREA ID: 365424
ROYAL POINCIANA TREES TO REMAIN (TYP)
(16) RELOCATED SABAL PALMS (FROM NE SLOPE)
8' DIA. MULCH RING, 0.5 CY MULCH EACH (TYP)
SP-1 TO SP-16
EXIST. VEGETATION ON TREE ISLANDS, TYP.
TR-6 TO TR-16
SABAL PALMS TO REMAIN
(24) SABAL PALMS TO BE RELOCATED
REMOVE 1 OAK, 3 SABALS, 2 CYPRESS
REMOVE ALL SABAL PALMS (ON SLOPE) LESS THAN 2' CT
EXIST. LIGHT, TYP.
REMOVE SABAL PALM
1 CY MULCH
76 CY MULCH
68 CY MULCH
16 CY MULCH
17 CY MULCH
9 CY MULCH
10 CY MULCH
23 CY MULCH
13 CY MULCH
7 CY MULCH
12 CY MULCH
48 CY MULCH
50 CY MULCH
SCGG AREA ID: 365422
SP-17 TO SP-40
SABAL PALMS TO REMAIN
8' DIA. MULCH RING, 0.5 CY MULCH EACH (TYP)
EXISTING PINES, OAKS AND SABAL PALMS WILL BE PRUNED TO BE THINNED, CLEANED AND ELEVATED AS DIRECTED TO PROVIDE VIEWS FROM I-95 TO PONDS
10 CY MULCH
ALL INVASIVE EXOTIC VEGETATION AND CAROLINA WILLOWS WILL BE REMOVED FROM DRY POND BOTTOM
8' DIA. MULCH RING, 0.5 CY MULCH EACH (TYP)
NORTHBOUND ON RAMP
12' CLEAR ZONE SETBACK
(2) GUMBO LIMBO TO BE REMOVED (POOR QUALITY)
13 CY MULCH
EXIST. DRY DETENTION POND
OV-10 OV-11 OV-12 OV-13 OV-14 OV-15
OV-6 OV-7 OV-8 OV-9
EXIST. NOISE WALL
6 PINES TO BE REMOVED
SLASH PINES TO REMAIN (TYP)
SCGG AREA ID: 398244
SCGG AREA ID: 398246
UTILITIES, TYP.
4' LATERAL OFFSET
ALL LANDSCAPE ON THE EAST SIDE OF THE RAMP WILL REMAIN AND WILL NOT BE DISTURBED
10 OAK TREES RELOCATED FROM WEST SIDE OF RAMP TO EAST SIDE
R/W LINE
EXIST. DRAINAGE, TYP.
EXIST. SIGN, TYP.
LA R/W LINE, TYP.
EXIST. FENCE, TYP.
10' CLEAR ZONE SETBACK
(11) RELOCATED THATCH PALMS
SABAL PALMS TO REMAIN, TYP.
TR-6 TO TR-16
DONALD ROSS ROAD
EXIST. SIDEWALK, TYP.
EXIST. CURB, TYP.

MATCHLINE - SEE SELECTIVE CLEARING AND GRUBBING PLAN (1)

SELECTIVE CLEARING AND GRUBBING LEGEND

- SP-17 — TREE TO BE RELOCATED
- OV-6 — RECEPTOR LOCATION OF RELOCATED TREE
- ROOT AND BRANCH PRUNING AREAS (SEE SELECTIVE CLEARING AND GRUBBING DETAILS)
- MULCH
- LIVE OAK TO BE RELOCATED
- SABAL PALM TO BE RELOCATED
- THATCH PALM TO BE RELOCATED
- LIVE OAK TO BE REMOVED
- SLASH PINE TO BE REMOVED
- GUMBO LIMBO TO BE REMOVED
- SABAL PALM TO BE REMOVED
- BALD CYPRESS TO BE REMOVED

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G10-11.011, F.A.C.

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID.
SR 9	PALM BEACH	449255-1-52-01

SELECTIVE CLEARING AND GRUBBING PLAN (4)

SHEET NO. LD-9

VEGETATION REMOVAL TABLE

HATCH	AREA ID	AREA (AC)	WORK DESCRIPTION	EST. % OF PRIMARY SPECIES TO TARGET	PRIMARY SPECIES TO TARGET	SPECIES TO REMAIN	ADDITIONAL INFORMATION
	365412	0.841	DENOTES AREAS ON THE HIGHWAY SIDE SLOPES WHERE VEGETATION WILL BE REMOVED. ALL WORK CAN BE DONE WITH HEAVY EQUIPMENT EXCEPT FOR AREAS WITHIN THE DRIP LINES OF TREES TO REMAIN, WHICH WILL BE DONE BY HAND. HAND WORK WILL INCLUDE FLUSH CUTTING AT GRADE AND APPLYING HERBICIDE TO PREVENT RE-GROWTH. ALL VINES WILL BE CUT AND TREATED WITH HERBICIDE TO PREVENT REGROWTH. ALL AREAS WILL BE GRADED AS NEEDED TO ALLOW FOR ESTABLISHING NEW PLANT BEDS OR SOD AREAS. SOME OF THE DEBRIS WILL BE CHIPPED TO 2.5" SIZE (AS NEEDED TO CREATE 726 CUBIC YARDS OF MULCH) AND WILL BE SPREAD TO A 4" DEPTH IN OTHER AREAS OF THE SITE, AS SHOWN ON THE SELECTIVE CLEARING & GRUBBING PLANS. PRIMARY SPECIES TO REMOVE INCLUDE CU (SEAGRAPE) AS WELL AS CI, BS, BP AND AC, (REFER TO TABLE FOR ADDITIONAL SPECIES IN EACH AREA). REDUCE HEIGHT OF JAMAICA CAPER FROM APPROX. 8' TO 4', REMOVE ALL VINES, DO NOT USE POWER SHEARS.	100%	CU, CI, TRD, BP, OP, SR	BN, VM, TR, PHM, ZF, CC	SW QUAD
	365410	0.737		100%	CU, CI, TRD, BP, TH, SF, DR, SR	BN, VM, TR, BS, DR, PE, ZF, CC	NW QUAD- TWO DR TO REMAIN AND ONE TO BE REMOVED
	365414	0.994		100%	CU, CI, TRD, BP, BS, HP, SR	BN, VM, SP, TD	SE QUAD- ALL TR AND SOME SP TO BE RELOCATED, TWO SMALL TD TO BE REMOVED (SEE PLAN).
	365420	1.102		100%	CU, CI, TRD, BP, BS, HP, AC, SR, WT	BN, VM, SP, TD	NE QUAD- ALL TR AND SOME SP TO BE RELOCATED, TWO SMALL TD, THREE LARGE SP, ALL SP UNDER 6' CT, AND ONE QV TO BE REMOVED (SEE PLAN).
× × × × × × × × × × × ×	365416	0.297	DENOTES AREAS WITHIN THE POND BOTTOMS WHERE VEGETATION WILL BE REMOVED, INCLUDING THE STUMPS. ALL WORK CAN BE DONE WITH HEAVY EQUIPMENT. ALL DEBRIS WILL BE CHIPPED AND WILL BE DISCARDED OFF SITE. PRIMARY SPECIES TO REMOVE INCLUDE SC (WILLOW).	100%	SC, BP	NONE	SE QUAD- THIS AREA WILL BE SCRAPED DOWN TO REMOVE INVASIVE AQUATIC VEGETATION
	365422	0.396		95%	SC, BP	NONE	NE QUAD- THIS AREA WILL BE SCRAPED DOWN TO REMOVE INVASIVE AQUATIC VEGETATION
	363364	0.073	DENOTES AREA WITHIN THE POND BOTTOM WHERE VEGETATION WILL BE REMOVED. ALL WORK CAN BE DONE WITH HEAVY EQUIPMENT EXCEPT FOR AREAS WITHIN THE DRIP LINES OF TREES TO REMAIN, WHICH WILL BE DONE BY HAND. HAND WORK WILL INCLUDE FLUSH CUTTING AT GRADE. ALL VINES WILL BE CUT AND TREATED WITH HERBICIDE TO PREVENT REGROWTH. THIS AREA WILL BE GRADED FLAT TO ALLOW FOR ESTABLISHING NEW PLANTS. ALL DEBRIS WILL BE CHIPPED AND WILL BE DISCARDED OFF SITE. PRIMARY SPECIES TO REMOVE INCLUDES SR (SAW PALMETTO).	100%	SR, AC, BP	NONE	SE QUAD- THIS AREA WILL BE SCRAPED DOWN TO REMOVE INVASIVE AQUATIC VEGETATION
	398238	0.079	DENOTES AREAS WITHIN THE INFIELDS WHERE SMALL SLASH PINES WILL BE SELECTIVELY REMOVED BY FLUSH CUTTING AT GRADE AND WITHOUT DISTURBING EXISTING GRADE OR DAMAGING EXISTING PINES TO REMAIN. ALL VINES WILL BE CUT AND TREATED WITH HERBICIDE TO PREVENT REGROWTH. ALL DEBRIS WILL BE CHIPPED AND WILL BE DISCARDED OFF SITE.	20%	PE	PE	SW QUAD- 7 PINES TO BE REMOVED, (SEE PLAN)
	398240	0.064		30%	PE	PE	NW QUAD- 8 PINES TO BE REMOVED, (SEE PLAN)
	398242	0.054		10%	PE	PE	SE QUAD- 2 PINES TO BE REMOVED, (SEE PLAN)
	398244	0.045		20%	PE	PE	NE QUAD-6 PINES TO BE REMOVED, (SEE PLAN)
	398246	0.028	DENOTES AREA WITHIN THE INFIELD WHERE TWO BS (GUMBO LIMBO) TREES WILL BE REMOVED BY FLUSH CUTTING AND GRINDING THE STUMPS TO A MINIMUM OF 12" BELOW GRADE. ALL DEBRIS WILL BE CHIPPED AND WILL BE DISCARDED OFF SITE. RESTORE THE GRADE WITHIN THE AREA TO ALLOW FOR SODDING.	80%	BS	NONE	NE QUAD-2 GUMBO LIMBO TREES TO BE REMOVED, (SEE PLAN)
	365426	2.019	DENOTES AREAS WITHIN THE POND BOTTOMS (INCLUDING TREE ISLANDS) WHERE INVASIVE AND UNDESIRABLE VEGETATION WILL BE REMOVED. POND BOTTOMS (WITHOUT EXISTING TREES TO REMAIN) WILL BE SCRAPED TO REMOVE THE TOP 6" OF SOIL, (WHICH WILL BE DISCARDED OFF SITE). ALL OTHER CATEGORY #1 INVASIVE EXOTIC VEGETATION WILL BE REMOVED BY FLUSH CUTTING AND/OR HERBICIDE TREATMENTS AS NEEDED TO PREVENT RE-GROWTH. ALL VINES WILL BE CUT AND TREATED WITH HERBICIDE TO PREVENT REGROWTH. ALL WORK CAN BE DONE WITH HEAVY EQUIPMENT EXCEPT FOR AREAS OF TREE MOUNDS, (WITH TREES TO REMAIN). THE POND BOTTOM AREAS WILL BE GRADED FLAT TO ALLOW FOR ESTABLISHING NEW PLANTS, EXCEPT WITHIN AREAS TO BE FURTHER EXCAVATED FOR PROPOSED POND CONSTRUCTION. ALL DEBRIS AND SOIL WILL BE DISCARDED OFF SITE. PRIMARY SPECIES TO REMOVE INCLUDES PR (TORPEDO GRASS) AND OTHER CATEGORY #1 INVASIVE SPECIES.	98%	PR, BP, AC, SA, HD, WT	PE, TD, SP, QL	SE QUAD
	365424	2.507		98%	PR, BP, AC, SA, HD, WT	PE, TD, SP, QL, MC, CI	NE QUAD

SELECTIVE CLEARING & GRUBBING NOTES

1. SELECTIVE CLEARING & GRUBBING IS REQUIRED AND WILL INCLUDE THE REMOVAL OF ALL CATEGORY #1 INVASIVE EXOTIC VEGETATION WITHIN THE PROJECT LIMITS, (INCLUDING UPLAND, WETLAND AND WITHIN THE PONDS). THIS ITEM ALSO INCLUDES ADDITIONAL TREATMENTS AS NEEDED TO MAINTAIN THE SITE FREE OF THIS INVASIVE EXOTIC OR UNDESIRABLE VEGETATION THROUGHOUT THE ESTABLISHMENT PERIOD. REFER TO THE FLORIDA INVASIVE SPECIES COUNCIL (FISC) WEBSITE FOR THE LATEST LIST: HTTPS://FLORIDAINVASIVESPECIES.ORG/PLANTLIST2019.CFM

2. THE INVENTORY AND CONDITION ASSESSMENT OF THE EXISTING VEGETATION WAS COMPLETED IN MAY 2023 AND WAS COMPLETED WITH LIMITED SURVEY INFORMATION AND IS THEREFORE SUBJECT TO CHANGE PRIOR TO CONSTRUCTION. REVIEW ALL TREES IN THE PRESENCE OF THE ENGINEER, IN CONJUNCTION WITH THE LANDSCAPE ARCHITECT, PRIOR TO THE START OF CONSTRUCTION TO CONFIRM THE TREE CONDITIONS AND EXTENT OF WORK.

3. SOME OF THE DEBRIS FROM THE SELECTIVE CLEARING & GRUBBING WORK WILL BE GROUND TO 2.5" SIZE AND SPREAD (TO 4" DEPTH) AROUND EXISTING TREES TO REMAIN, AS SHOWN ON THE SELECTIVE CLEARING & GRUBBING PLANS. INDIVIDUAL (EXISTING) TREES WILL RECEIVE AN 8' DIAMETER MULCH RING (4" DEPTH/ 0.5 CUBIC YARDS EACH). TOTAL QUANTITY OF MULCH REQUIRED FOR THIS PURPOSE IS APPROXIMATELY 726 CUBIC YARDS.

4. ALL RELOCATED TREES SHALL BE PLANTED IN ACCORDANCE WITH THE FDOT STANDARD PLAN 580-001. PLACE THE LARGEST SABAL AND THATCH PALMS WITHIN THE CENTER OF THE GROUPINGS, WITH THE SMALLEST PALMS ON THE OUTSIDE OF THE GROUPINGS.

SPECIES LEGEND (EXISTING)

SYM	Botanical Name (COMMON NAME)
AC	ACACIA AURICULIFORMIS (EARLEAF ACACIA)
BN	BISMARCK NOBILIS (BISMARCK PALM)
BP	SCHINUS TEREBINTHIFOLIUS (BRAZILIAN PEPPERTREE)
BS	BURSERA SIMARUBA (GUMBO LIMBO)
CA	CUPANIOPSIS ANACARDIOIDES (CARROTWOOD)
CC	CAPPARIS CYNOPHALLOPHORA (JAMAICA CAPER)
CI	CHRYSOBALANUS ICACO (COCOPLUM)
CU	COCCOLOBA UVIFERA (SEAGRAPE)
DR	DELONIX REGIA (ROYAL POINCIANA)
HD	HAMELIA NODOSA (DWARF FIREBUSH)
HP	HAMELIA PATENS (FIREBUSH)
MC	MYRICA CERIFERA (WAX MYRTLE)
OP	OPUNTIA SPP. (CACTUS)
PE	PINUS ELLIOTTII (SLASH PINE)
PHM	PHOENIX DACTYLIFERA 'MEDJOOL' (MEDJOOL DATE PALM)
PO	PLATANUS OCCIDENTALIS (SYCAMORE TREE)
PR	PANICUM REPENS (TORPEDO GRASS)
QL	QUERCUS LAURIFOLIA (LAUREL OAK)
QV	QUERCUS VIRGINIANA (LIVE OAK)
SA	SCHEFFLERA ACTINOPHYLLA (SCHEFFLERA TREE)
SC	SALIX CAROLINIANA (CAROLINA WILLOW)
SF	FICUS AUREA (STRANGLER FIG)
SP	SABAL PALMETTO (CABBAGE PALM)
SR	SERENOA REPENS (SAW PALMETTO)
TD	TAXODIUM DISTICHUM (BALD CYPRESS)
TH	TABEBUIA HEPTAPHYLLA (PINK TABEBUIA TREE)
TRD	TRIPSACUM DACTYLOIDES (FAKAHATCHEE GRASS)
TR	THRIAX RADIATA (THATCH PALM)
VM	VEICHIA MONTGOMERYANA (MONTGOMERY PALM)
WT	SPHAGNETICOLA TRILOBATA, (WEDELIA)
ZF	ZAMIA INTEGRIFOLIA (COONTIE)

WORK TABLE NOTES

1 "PRIMARY" SPECIES TO TARGET (REMOVE) OR PRESERVE ARE THOSE THAT WERE DETERMINED TO BE MOST PREVALENT IN THAT AREA, AND ARE NOT INTENDED TO BE THE ONLY SPECIES THAT OCCUR.

2 ESTIMATED PERCENTAGES OF SPECIES TO TARGET ARE BASED ON FIELD OBSERVATIONS MADE IN MAY 2023 AND ARE SUBJECT TO CHANGE.

3 EXISTING TREE LOCATIONS WERE BASED ON LIMITED SURVEY INFORMATION AND ARE APPROXIMATE. REVIEW ALL AREAS IN THE PRESENCE OF THE ENGINEER TO CONFIRM THE EXTENT OF WORK PRIOR TO PROCEEDING. MINOR ADJUSTMENTS SHALL BE ANTICIPATED.

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REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 9	PALM BEACH	449255-1-52-01

SELECTIVE CLEARING AND GRUBBING DETAILS

SHEET NO. LD-10

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ROOT AND BRANCH PRUNING TABLE

AREA ID	LOCATION (STATION/OFFSET OR COORDINATES)	BOTANICAL NAME	COMMON NAME	WORK DESCRIPTION	QTY (PER EACH FOR TREES AND SF FOR SHRUBS)	NOTES
403659	STA. 176+79.22 TO STA. 177+99.13 LT	DELONIX REGIA	ROYAL POINCIANA	C, T, R, PRUNING (MINIMAL 15% REDUCTION MOSTLY SPREAD)	3	SW QUAD
403657	STA. 185+73.99 TO STA. 189+07.07 LT	BISMARCK NOBILIS	BISMARCK PALM	REMOVE DEAD FRONDS AND SEED PODS	6	SW QUAD
		VEICHIA MONTGOMERYANA	MONTGOMERY PALM	REMOVE DEAD FRONDS AND SEED PODS	10	
		PHOENIX DACTYLIFERA 'MEDJOOL'	MEDJOOL DATE PALM	REMOVE DEAD FRONDS AND SEED PODS	1	
403653	STA. 199+33.81 TO STA. 200+88.50 LT	DELONIX REGIA	ROYAL POINCIANA	C, T, R, PRUNING (MINIMAL 15% REDUCTION)	2	NW QUAD
403655	STA. 190+50.45 TO STA. 193+90.03 LT	BISMARCK NOBILIS	BISMARCK PALM	REMOVE DEAD FRONDS AND SEED PODS	6	NW QUAD
		BURSERA SIMARUBA	GUMBO LIMBO	R, PRUNING (25% REDUCTION OF BOTH HEIGHT AND SPREAD)	12	
		VEICHIA MONTGOMERYANA	MONTGOMERY PALM	REMOVE DEAD FRONDS AND SEED PODS	12	
398255	STA. 177+11.74 TO STA. 187+75.73 RT	BISMARCK NOBILIS	BISMARCK PALM	REMOVE DEAD FRONDS AND SEED PODS	6	SE QUAD
		DELONIX REGIA	ROYAL POINCIANA	C, T, R, PRUNING (MINIMAL 15% REDUCTION MOSTLY SPREAD)	1	
		VEICHIA MONTGOMERYANA	MONTGOMERY PALM	REMOVE DEAD FRONDS AND SEED PODS	9	
		PINUS ELLIOTTII	SLASH PINE	C, E (20'-30'), T (MINIMAL TO ALLOW VIEWS), MATURE SIZE ONLY, SOME TREES MIGHT NOT REQUIRE ANY PRUNING, REMOVE ALL VINES	42	
		QUERCUS LAURIFOLIA	LAUREL OAK	C, E (20'-30'), T (TO ALLOW VIEWS), R (30%-40%), REMOVE ALL VINES	4	
		QUERCUS VIRGINIANA	LIVE OAK	C, E (8'-10'), T (TO ALLOW VIEWS), R (30%-40%), REMOVE SUCKER GROWTH & LOWER BRANCHES, PRUNE THE 5 TO BE RELOCATED JUST PRIOR TO ROOT PRUNING	11	
		SABAL PALMETTO	CABBAGE PALM	HURRICANE CUT THE 17 SABAL PALMS TO BE RELOCATED (PRIOR TO RELOCATION)	17	
		TAXODIUM DISTICHUM	BALD CYPRESS	C, T, R (15% MIMINAL), SOME TREES MIGHT NOT REQUIRE ANY PRUNING, REMOVE ALL VINES	20	
398257	STA. 188+19.32 TO STA. 201+77.96 RT	BISMARCK NOBILIS	BISMARCK PALM	REMOVE DEAD FRONDS AND SEED PODS	6	NE QUAD
		BURSERA SIMARUBA	GUMBO LIMBO	E (8'-10'), R, PRUNING (35% REDUCTION OF SPREAD)	3	
		DELONIX REGIA	ROYAL POINCIANA	C, T, R, PRUNING (MINIMAL 15% REDUCTION MOSTLY SPREAD)	3	
		VEICHIA MONTGOMERYANA	MONTGOMERY PALM	REMOVE DEAD FRONDS AND SEED PODS	8	
		PINUS ELLIOTTII	SLASH PINE	C, E (20'-30'), T (MINIMAL TO ALLOW VIEWS), MATURE SIZE ONLY, SOME TREES MIGHT NOT REQUIRE ANY PRUNING, REMOVE ALL VINES	106	
		QUERCUS LAURIFOLIA	LAUREL OAK	C, E (20'-30'), T (TO ALLOW VIEWS), R (30%-40%), REMOVE ALL VINES	11	
		QUERCUS VIRGINIANA	LIVE OAK	C, E (8'-10'), T (TO ALLOW VIEWS), R (30%-40%), REMOVE SUCKER GROWTH & LOWER BRANCHES, PRUNE THE 10 TO BE RELOCATED JUST PRIOR TO ROOT PRUNING	17	
		SABAL PALMETTO	CABBAGE PALM	HURRICANE CUT THE 40 SABAL PALMS TO BE RELOCATED (PRIOR TO RELOCATION)	40	
		TAXODIUM DISTICHUM	BALD CYPRESS	C, T, R (15% MIMINAL), SOME TREES MIGHT NOT REQUIRE ANY PRUNING, REMOVE ALL VINES	25	

PRUNING LEGEND: C = CLEAN AS PER ANSI 300 PART 7.2, T = THIN AS PER ANSI 300 PART 7.5, E = ELEVATE AS PER ANSI 300 PART 7.4 (FT = HEIGHT TO ELEVATE ABOVE GRADE), R = REDUCE AS PER ANSI 300 PART 7.4 (% = PERCENT OF CANOPY REDUCTION)

TREE RELOCATION TABLE

TREE ID	EXISTING LOCATION (STATION OFFSET)	NAME (BOTANICAL/COMMON)	CALIPER	HEIGHT	NOTES
QV-1	STA. 182+28.58 RT 252'	QUERCUS VIRGINIANA/LIVE OAK	9"	32' OA	SE QUAD, ROOT PRUNE
QV-2	STA. 182+89.55 RT 262'	QUERCUS VIRGINIANA/LIVE OAK	9"	20' OA	SE QUAD, ROOT PRUNE
QV-3	STA. 183+54.96 RT 272'	QUERCUS VIRGINIANA/LIVE OAK	11"	22' OA	SE QUAD, ROOT PRUNE
QV-4	STA. 184+16.91 RT 283'	QUERCUS VIRGINIANA/LIVE OAK	13"	20' OA	SE QUAD, ROOT PRUNE
QV-5	STA. 184+77.71 RT 292'	QUERCUS VIRGINIANA/LIVE OAK	14.5"	25' OA	SE QUAD, ROOT PRUNE
QV-6	STA. 190+40.39 RT 352'	QUERCUS VIRGINIANA/LIVE OAK	13"	20' OA	NE QUAD, ROOT PRUNE
QV-7	STA. 190+83.51 RT 345'	QUERCUS VIRGINIANA/LIVE OAK	13"	26' OA	NE QUAD, ROOT PRUNE
QV-8	STA. 191+31.47 RT 339'	QUERCUS VIRGINIANA/LIVE OAK	13"	28' OA	NE QUAD, ROOT PRUNE
QV-9	STA. 191+75.17 RT 331'	QUERCUS VIRGINIANA/LIVE OAK	12"	28' OA	NE QUAD, ROOT PRUNE
QV-10	STA. 192+20.01 RT 325'	QUERCUS VIRGINIANA/LIVE OAK	11"	25' OA	NE QUAD, ROOT PRUNE
QV-11	STA. 192+70.12 RT 317'	QUERCUS VIRGINIANA/LIVE OAK	13"	26' OA	NE QUAD, ROOT PRUNE
QV-12	STA. 193+15.93 RT 309'	QUERCUS VIRGINIANA/LIVE OAK	10"	25' OA	NE QUAD, ROOT PRUNE
QV-13	STA. 193+66.55 RT 300'	QUERCUS VIRGINIANA/LIVE OAK	12"	20' OA	NE QUAD, ROOT PRUNE
QV-14	STA. 194+16.04 RT 292'	QUERCUS VIRGINIANA/LIVE OAK	12"	28' OA	NE QUAD, ROOT PRUNE
QV-15	STA. 194+71.91 RT 283'	QUERCUS VIRGINIANA/LIVE OAK	15"	26' OA	NE QUAD, ROOT PRUNE
SP-1 TO SP-16	STA. 190+46.64 RT 164' TO STA. 194+68.56 RT 135'	SABAL PALMETTO/CABBAGE PALM (GROUPING)	N/A	14'-20' CT	NE QUAD (ON SLOPE)
SP-17 TO SP-40	STA. 188+88.42 RT 270' TO STA. 189+37.04 RT 200'	SABAL PALMETTO/CABBAGE PALM (GROUPING)	N/A	20'-30' CT	NE QUAD
SP-41 TO SP-57	STA. 187+01.01 RT 230' TO STA. 187+40.52 RT 160'	SABAL PALMETTO/CABBAGE PALM (GROUPING)	N/A	25'-35' CT	SE QUAD
TR-1 TO TR-5	STA. 187+68.51 RT 122' TO STA. 187+77.64 RT 117'	THRINAX RADIATA/THATCH PALM (GROUPING)	N/A	5'-7' OA	SE QUAD, ONLY REMOVE DEAD OR DAMAGED FRONDS
TR-6 TO TR-16	STA. 189+36.44 RT 127' TO STA. 189+68.87 RT 111'	THRINAX RADIATA/THATCH PALM (GROUPING)	N/A	5-8' OA	NE QUAD, ONLY REMOVE DEAD OR DAMAGED FRONDS

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 9	PALM BEACH	449255-1-52-01

SELECTIVE CLEARING AND GRUBBING DETAILS

SHEET NO. LD-11

BEGIN PROJECT
STA. 161+28.34
MP. 39.812
℄ CONST. SR-9

NO WORK TO BE DONE ON WEST SIDE OF THE RAMP

EXIST. GRAVITY WALL

LA R/W LINE, TYP.

EXIST. GUARDRAIL, TYP.

5' GUARDRAIL SETBACK

EXIST. VEGETATION, TYP.

I-95 SOUTHBOUND ON RAMP

EOP, TYP.

12' CLEAR ZONE SETBACK

36' CLEAR ZONE SETBACK

JB 14

LS 6

EXIST. ROYAL POINCIANA TO REMAIN

I-95 SOUTHBOUND

EXIST. GUARDRAIL, TYP

EXIST. DRAINAGE, TYP.

GRASS MEDIAN

161 170 171 172 173 174 175 176 177 178

℄ SURVEY

MATCHLINE - SEE LANDSCAPE PLAN (2)

MATCHLINE - SEE THIS SHEET

N

0 10 40
Feet

EXIST. FENCE, TYP.

EXIST. SIDEWALK, TYP.

UTILITIES, TYP.

EXIST. CURB, TYP.

4' LATERAL OFFSET

DONALD ROSS RD

EXIST. GUARDRAIL, TYP.

MATCHLINE - SEE LANDSCAPE PLAN (3)

LA R/W LINE, TYP.

EXIST. VEGETATION TO REMAIN, TYP.

NO WORK TO BE DONE ON WEST SIDE OF THE RAMP

EXIST. GRAVITY WALL

EXIST. DRAINAGE, TYP.

EXIST. SIGN, TYP.

EXIST. LIGHT, TYP.

EXIST. BARRIER WALL, TYP.

5' GUARDRAIL SETBACK

EXIST. GUARDRAIL, TYP.

10' CLEAR ZONE SETBACK

RELOCATED SABAL PALM, TYP (SEE SELECTIVE CLEARING AND GRUBBING PLANS)

12' CLEAR ZONE SETBACK

EXIST. JAMAICA CAPER AND COONTIE SHRUBS TO REMAIN

I-95 SOUTHBOUND ON RAMP

DRY POND BOTTOM

EXIST. SYCAMORES AND GUMBO LIMBO TO REMAIN

MATCHLINE - SEE THIS SHEET

EXIST. GUARDRAIL, TYP

5' GUARDRAIL SETBACK

JB 27

EXIST. SABAL PALM TO REMAIN, TYP.

4,018 SY SOD

EXIST. EOP, TYP.

EXIST. BISMARCK AND MONTGOMERY PALMS TO REMAIN, TYP.

EL 14.89'

EXIST. MEDJOOL DATE PALM TO REMAIN

I-95 SOUTHBOUND

GRASS MEDIAN

EXIST. EOP, TYP.

℄ SURVEY

EXIST. GUARDRAIL, TYP

179 180 181 182 183 184 185 186 187 188 189

PEA 12

MATCHLINE - SEE LANDSCAPE PLAN (2)

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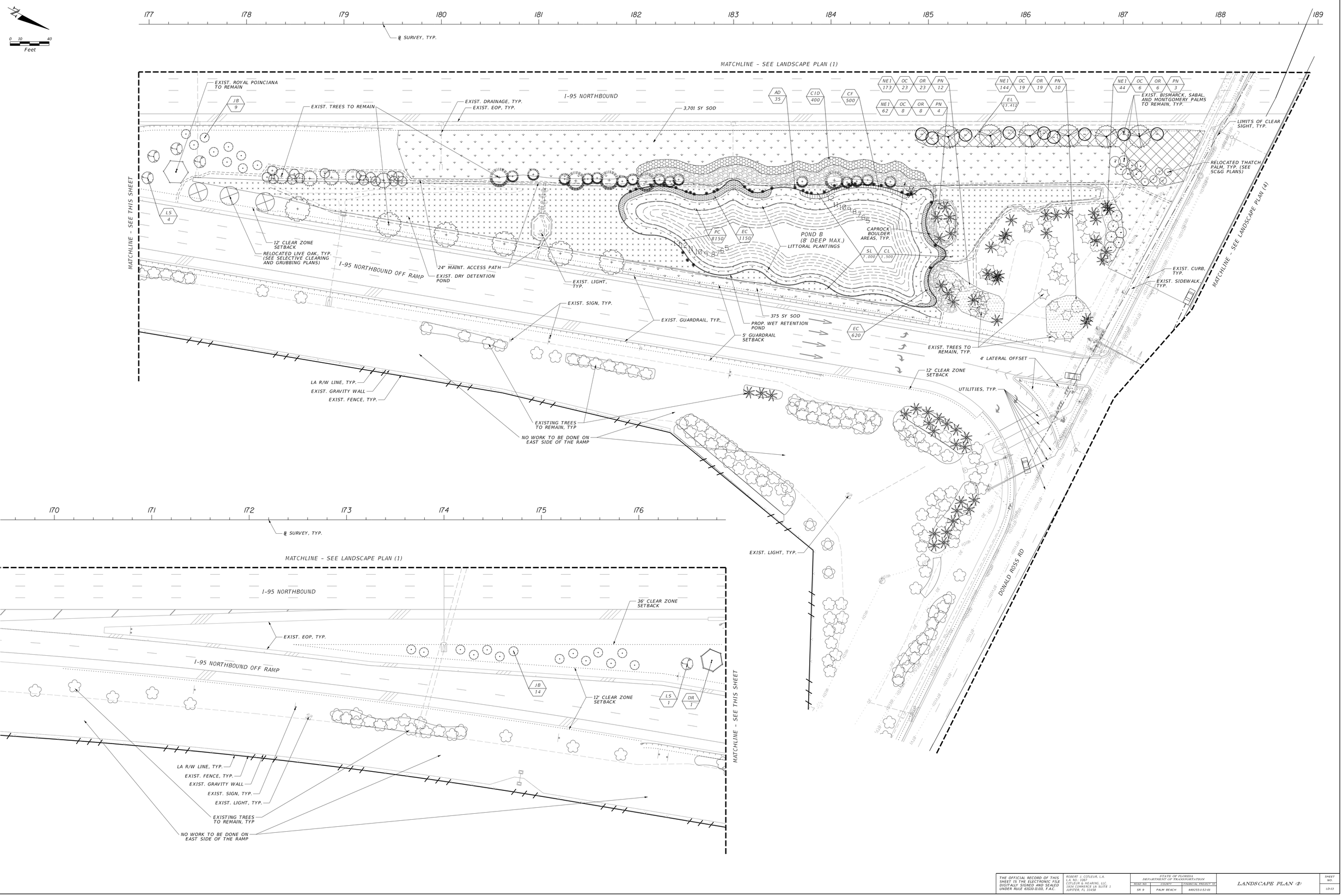
ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 9	PALM BEACH	449253-5-52-01

LANDSCAPE PLAN (1)

SHEET NO. LD-12



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ROBERT J. COTLEUR, L.A.
L.A. NO. 0667
COTLEUR & HEARING, LLC.
1934 COMMERCE LN SUITE 1
JUPITER, FL 33458

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID.
SR 9	PALM BEACH	449255-1-52-01

LANDSCAPE PLAN (2)

SHEET NO. LD-13

0 10 40
Feet

END PROJECT
STA. 210+54.59
MP. 40.745
℄ CONST. SR-9

NO WORK TO BE DONE ON WEST SIDE OF THE RAMP

EXIST. SIGN, TYP.
EXIST. GUARDRAIL, TYP.
5' GUARDRAIL SETBACK
EXIST. TREES TO REMAIN, TYP.
I-95 SOUTHBOUND OFF RAMP
EXIST. EOP, TYP.
36' CLEAR ZONE SETBACK
12' CLEAR ZONE SETBACK
I-95 SOUTHBOUND
GRASS MEDIAN
℄ SURVEY
EXIST. GUARDRAIL, TYP
203 204 205 206 207 208 209 210
MATCHLINE - SEE THIS SHEET
MATCHLINE - SEE LANDSCAPE PLAN (4)

DONALD ROSS RD
RELOCATED SABAL PALM, TYP. (SEE SELECTIVE CLEARING AND GRUBBING PLANS)
EXIST. LIGHT, TYP.
MATCHLINE - SEE LANDSCAPE PLAN (1)
RELOCATED LIVE OAK, TYP. (SEE SELECTIVE CLEARING AND GRUBBING PLANS)
EXIST. POND
10' CLEAR ZONE SETBACK
NO WORK TO BE DONE ON WEST SIDE OF THE RAMP
EXIST. SIGN, TYP.
5' GUARDRAIL SETBACK
EXIST. GUARDRAIL, TYP.
EXIST. DRAINAGE, TYP.
EXIST. LIGHT, TYP.
4' LATERAL OFFSET
UTILITIES, TYP.
EXIST. EOP, TYP.
I-95 SOUTHBOUND OFF RAMP
12' CLEAR ZONE SETBACK
EXIST. TREES TO REMAIN, TYP.
DRY POND
LIMITS OF CLEAR SIGHT, TYP.
EXIST. TREES TO REMAIN, TYP.
EL 14.208
JB 26
3,387 SY SOD
LS 5
I-95 SOUTHBOUND
MATCHLINE - SEE THIS SHEET
EOP, TYP.
℄ SURVEY
GRASS MEDIAN
EXIST. GUARDRAIL, TYP
PEA 12
190 191 192 193 194 195 196 197 198 199 200 201 202
MATCHLINE - SEE LANDSCAPE PLAN (4)

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ROBERT J. COTLEUR, L.A.
L.A. NO.: 1061
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1934 COMMERCE LN SUITE 1
JUPITER, FL 33458

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID.
SR 9	PALM BEACH	449253-1-52-01

LANDSCAPE PLAN (3)

SHEET NO. LD-14

0 10 40
Feet

190 191 192 193 194 195 196 197 198

℄ SURVEY, TYP.

MATCHLINE – SEE LANDSCAPE PLAN (3)

I-95 NORTHBOUND

MATCHLINE – SEE LANDSCAPE PLAN (2)

MATCHLINE – SEE THIS SHEET

EXIST. TREES TO REMAIN, TYP.

EXIST. EOP, TYP.

C1D 20 | C1D 120 | EL 18,162 | MUH 36 | AD 36

1,611 SY SOD

NE1 44 | OC 6 | OR 6 | PN 3

3,870 SY SOD

EXIST. TREES TO REMAIN, TYP.

RELOCATED SABAL PALM (SEE SELECTIVE CLEARING AND GRUBBING PLANS)

PE 33

24' MAINT. ACCESS PATH

EXIST. LIGHT, TYP.

MUH 75 | C1D 37 | C1D 44 | MUH 68

EXIST. LIGHT, TYP.

EC 370 | CF 320

CAPROCK BOULDER AREAS, TYP.

POND C (7' DEEP MAX.)

SL 10,000 | CL 2,000

LITTORAL PLANTINGS

CF 320 | EC 500 | CF 340

PC 27,240 | EC 620

NE1 64 | OC 9 | OR 9 | PN 4

NE1 52 | OC 7 | OR 7 | PN 3

NE1 103 | OC 14 | OR 14 | PN 7

NE1 136 | OC 18 | OR 18 | PN 9

NE1 52 | OC 7 | OR 7 | PN 3

NE1 45 | OC 6 | OR 6 | PN 3

EXIST. DRY DETENTION POND

24' MAINT. ACCESS PATH

1,332 SY SOD

NE1 315 | OC 42 | OR 42 | PN 21

PROP. WET RETENTION POND

MUH 35

I-95 NORTHBOUND ON RAMP

EXIST. NOISE WALL

LA R/W LINE, TYP.

EXIST. SIGN, TYP.

12' CLEAR ZONE SETBACK

UTILITIES, TYP.

4' LATERAL OFFSET

NO WORK TO BE DONE ON EAST SIDE OF THE RAMP EXCEPT THE RELOCATION OF 10 OAK TREES

RELOCATED LIVE OAK, TYP. (SEE SELECTIVE CLEARING AND GRUBBING PLANS)

EXIST. DRAINAGE, TYP.

EXIST. FENCE, TYP.

EXIST. TREES TO REMAIN, TYP.

RELOCATED THATCH PALM, TYP. (SEE SC&G PLANS)

10' CLEAR ZONE SETBACK

199 200 201 202 203 204 205 206

℄ SURVEY, TYP.

MATCHLINE – SEE LANDSCAPE PLAN (3)

I-95 NORTHBOUND

MATCHLINE – SEE THIS SHEET

36' CLEAR ZONE SETBACK

12' CLEAR ZONE SETBACK

PE 8

EXIST. VEGETATION, TYP.

JB 26

LS 5

RELOCATED SABAL PALM, TYP. (SEE SELECTIVE CLEARING AND GRUBBING PLANS)

24" MAINT. ACCESS PATH

EXIST. DRAINAGE STRUCTURE, TYP.

NE1 151 | OC 20 | OR 20 | PN 10

I-95 NORTHBOUND ON RAMP

NO WORK TO BE DONE ON EAST SIDE OF THE RAMP

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L.A. NO.: 1067
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STATE OF FLORIDA
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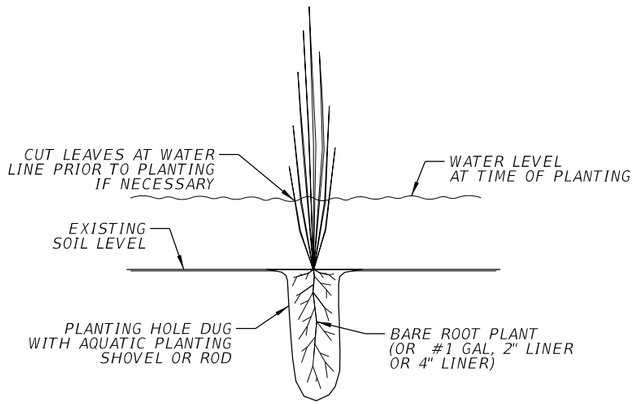
ROAD NO.	COUNTY	FINANCIAL PROJECT ID.
SR 9	PALM BEACH	449255-1-52-01

LANDSCAPE PLAN (4)

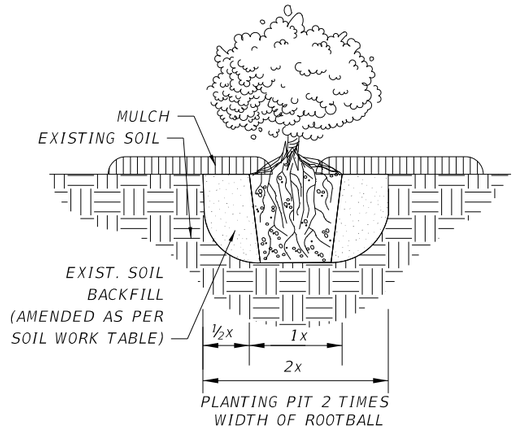
SHEET NO. LD-15



NOTE:
1.) PLANT AQUATIC PLANTS ACCORDING TO SPACING IN PLANT SCHEDULE. COORDINATE LAYOUT OF PLANTS WITH ENGINEER IN THE FIELD PRIOR TO COMMENCING WITH INSTALLATION.
2.) REFER TO FLORIDA GRADES & STANDARDS FOR NURSERY PLANTS (LATEST EDITION), WETLAND PLANTS SECTION FOR MINIMUM PLANT SPECIFICATIONS.

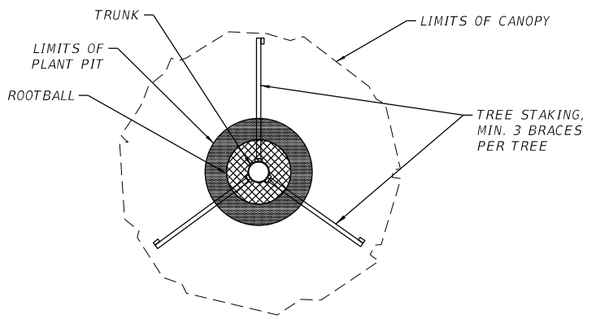
AQUATIC PLANTING DETAIL

NOT TO SCALE



GROUND COVER/SHRUB PLANTING DETAIL

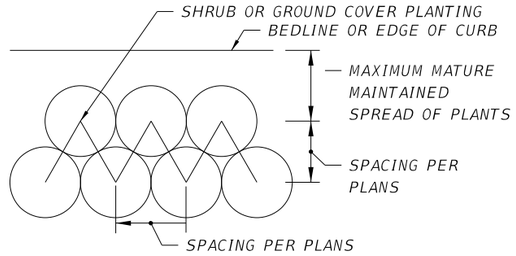
NOT TO SCALE



STAKING DETAIL (FOR RELOCATED OAK TREES)

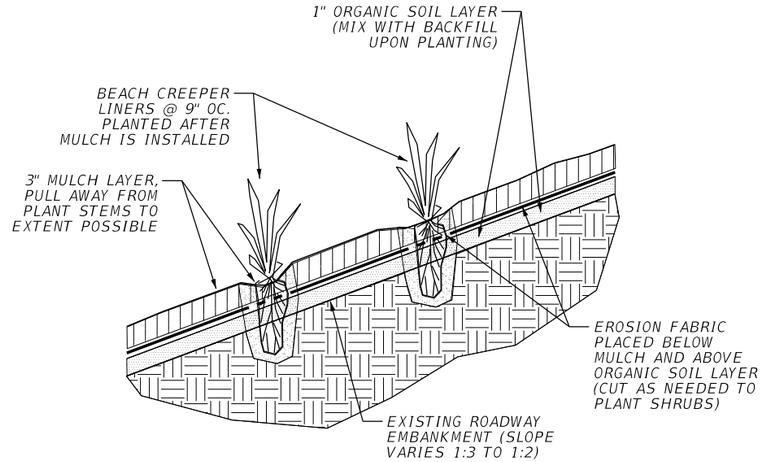
NOTE: STAKE ALL RELOCATED LIVE OAK TREES UTILIZING THE PALM PLANTING DETAIL IN STANDARD PLAN 580-001. UTILIZE 4"X4" BRACES (MIN. 3 PER TREE) AND ADJUST BANDING EVERY 6 MONTHS TO ALLOW FOR TRUNK EXPANSION.

NOT TO SCALE



GROUND COVER/SHRUB LAYOUT DETAIL

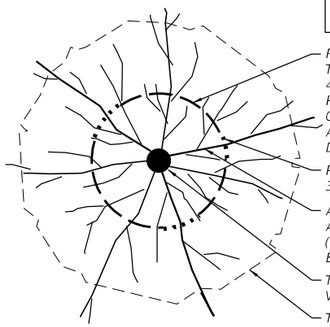
NOT TO SCALE



SHRUB BED ON SLOPE PLANTING DETAIL

NOT TO SCALE

COMPLETE ALL BRANCH PRUNING AT SAME TIME AS PHASE 1 ROOT PRUNING. ENSURE TREES ARE WELL HYDRATED PRIOR TO ROOT PRUNING



- PHASE 1 ROOT PRUNING, APPROX. 70% OF TOTAL ROOT BALL PERIMETER (X 4' DEPTH), 4 MONTHS MIN. PRIOR TO RELOCATION. ROOT BALL SIZE TO BE APPROX. 60% OF CANOPY DIAMETER, (OR MAX 12' DIA.) AND IS NOT LESS THAN A 6' MIN. DIAMETER
- PHASE 2 ROOT PRUNING OF REMAINING 30% OF ROOTS ON RELOCATION DAY
- ALLOW 3 MAJOR ROOTS TO REMAIN AS ANCHORS UNTIL TIME OF RELOCATION (EQUALLY SPACED AROUND TRUNK TO EXTENT POSSIBLE)
- TREE TRUNK DIAMETER VARIES 9" TO 15" DBH
- TREE CANOPY VARIES APPROX. 24'-30' DIA.

ROOT PRUNING DETAIL FOR LIVE OAKS

FOR ALL OAK TREES TO BE RELOCATED

NTS

SUPPLEMENTAL LANDSCAPE SOIL WORK TABLE

SYMBOL	PLANT TYPE	SPECIES	TOTAL PLAN QTY (OR SHRUB BED AREA)	SOIL (CF) PER TREE, OR SF OF SHRUB BED AREA	SUB TOTAL SOIL (CF)
DR	TREE	DELONIX REGIA, ROYAL POINCIANA	1	2.0	2.0
JB	TREE	JUNIPERUS VIRGINIANA SILICOLA 'BRODIE' - BRODIE RED CEDAR	116	1.5	174.0
LS	TREE	LAGERSTROEMIA SPECIOSA, QUEEN CRAPE MYRTLE	21	1.5	31.5
CID	SHRUB	CHRYSOBALANUS ICACO 'HORIZONTALIS', DWARF COCOPLUM	3,934	0.083	326.5
MUH	SHRUB	MUHLENBERGIA CAPILLARIS, MUHLY GRASS	1,330	0.083	110.4
EL	SHRUB	ERNODEA LITTORALIS, BEACH CREEPER	39,839	0.083	3306.6
				TOTAL SOIL (CF)	3951
				TOTAL SOIL (CY)	146

NOTE: SHRUB BEDS OF DWARF COCOPLUM, ERNODIA, AND MUHLY GRASS WILL RECEIVE 1" DEEP LAYER OF ORGANIC SOIL, SEE DETAIL AND NOTES FOR MORE INFORMATION.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Landscape Architect Of Record: Robert J. Cotleur, RLA: #1067

COTLEUR & HEARING, INC.
1934 Commerce Lane Suite 1
Jupiter, Florida 33458
561-747-6336 Fax 561-747-1377

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 9	PALM BEACH	449255-1-52-01

LANDSCAPE DETAILS

SHEET NO.
LD-16

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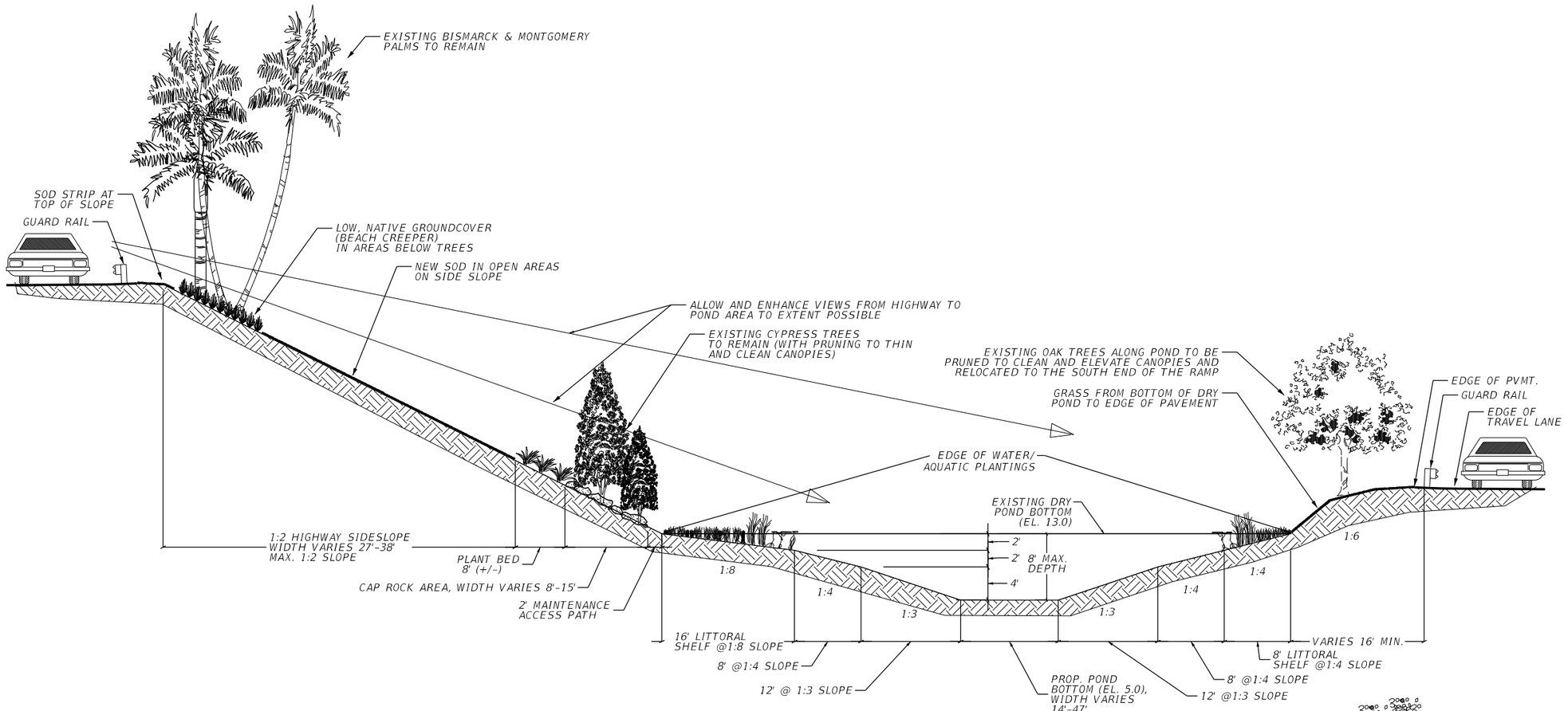
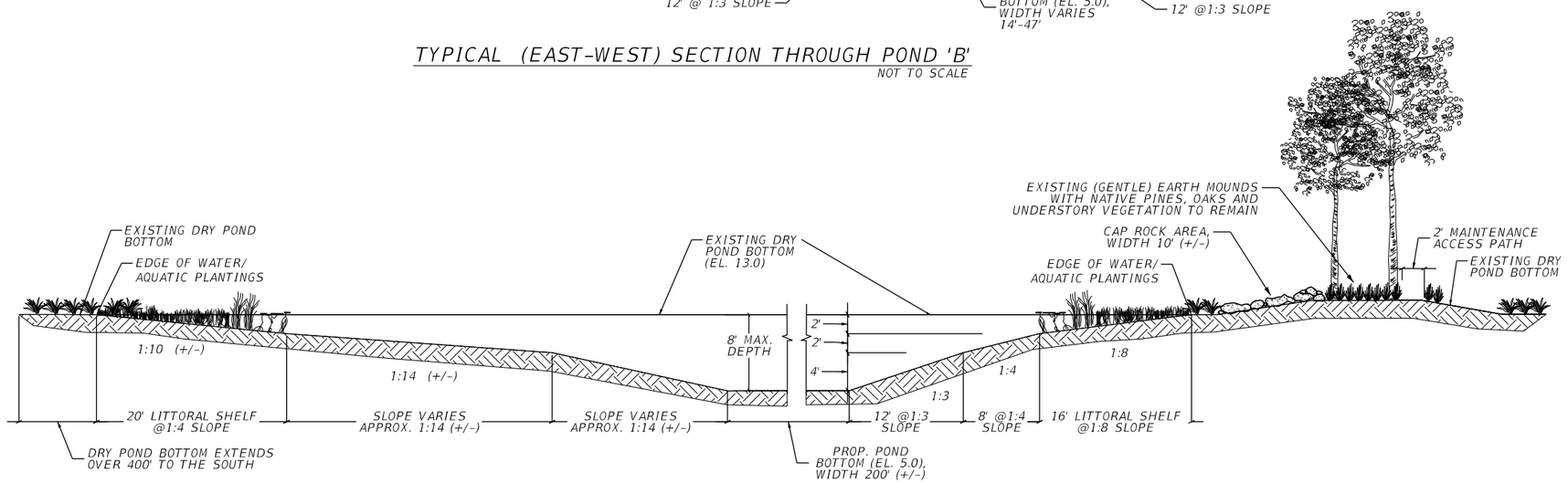
srivera 11/13/2023 1:26:06 PM Default N:\PROJECTS-FDOT\22-0121_TWO 10_I-95 at Donald Ross Road\CADD Files\449255-1-52-01\landscp\DETLLD00.dgn



TYPICAL (EAST-WEST) SECTION THROUGH POND 'B'

NOT TO SCALE



TYPICAL (NORTH-SOUTH) SECTION THROUGH POND 'B'

NOT TO SCALE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Landscape Architect Of Record: Robert J. Cotleur, RLA: #1067

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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

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SR 9	PALM BEACH	449255-1-52-01

LANDSCAPE DETAILS

SHEET NO.

LD-17

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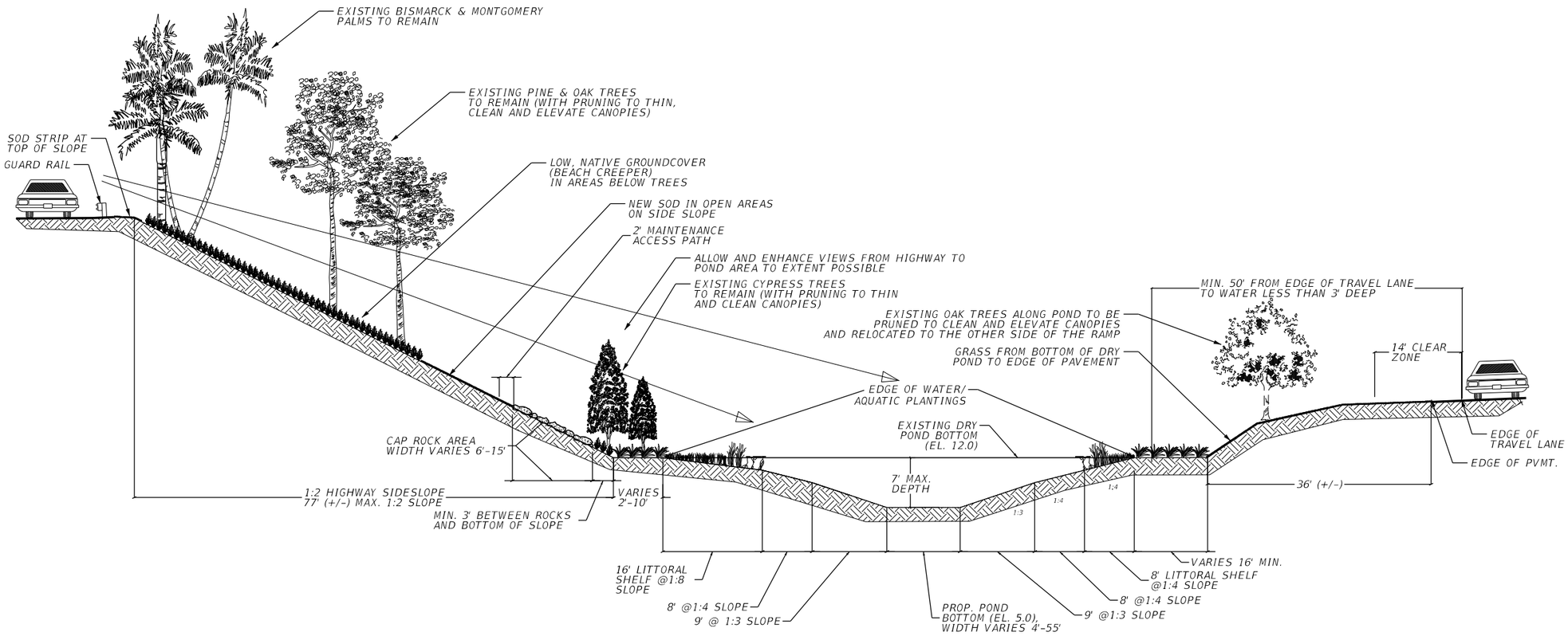
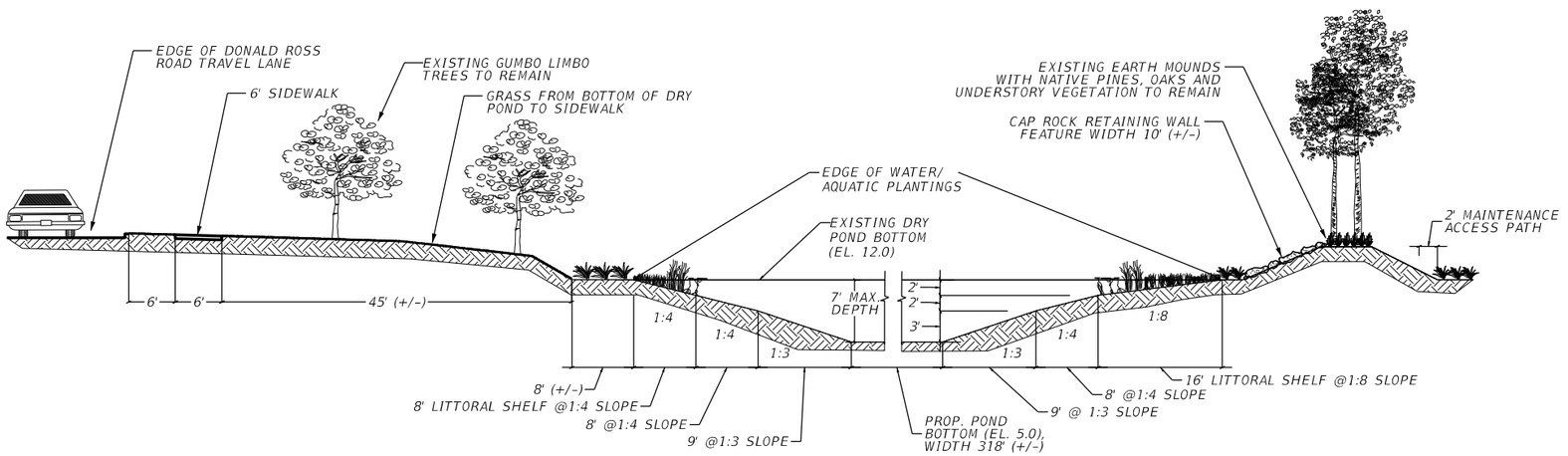


TYPICAL (EAST-WEST) SECTION THROUGH POND 'C'

NOT TO SCALE



TYPICAL (NORTH-SOUTH) SECTION THROUGH POND 'C'

NOT TO SCALE

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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 9	PALM BEACH	449255-1-52-01

LANDSCAPE DETAILS

SHEET NO.

LD-18

0 30
Feet

181 182 183 184 185 186 187 188

℄ SURVEY, TYP.

SR 9/I-95 NORTHBOUND

182+03.75
156.56' RT

CAPROCK BOULDER AREA #1 - 3,065 SF

DRAINAGE, TYP.

PLACE BOULDERS AROUND BASE OF CYPRESS TREES, MIN. 24" FROM TRUNK

185+02.47
165.38' RT

BOTTOM OF ROADWAY EMBANKMENT

CAPROCK BOULDER AREA #4 - 120 SF TOTAL (POND B (8) STEPPING STONES AT 15 SF EACH)

185+09.83
179.53' RT

CAPROCK BOULDER AREA #2 - 385 SF

EXIST. TREE ISLAND

LIGHT, TYP.

182+76.35
164.88' RT

183+38.28
164.15' RT

183+84.68
164.18' RT

184+48.33
161.24' RT

184+69.57
165.89' RT

184+97.79
206.79' RT

185+00.53
268.09' RT

185+23.17
225.35' RT

185+22.69
247.29' RT

CAPROCK BOULDER AREA #3 - 590 SF

185+29.25
294.06' RT

BOTTOM OF POND
TOP OF POND
EDGE OF RAMP PAVEMENT
BOTTOM OF SLOPE

EXIST. GUARDRAIL, TYP.

I-95 NORTHBOUND OFF-RAMP

DONALD ROSS RD

617 618 619 620 621 622 623
281 282 283
101 102 103 104

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ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 9	PALM BEACH	449253-1-52-01

0 30
Feet

188 189 190 191 192 193 194 195

℄ SURVEY, TYP.

SR 9/I-95 NORTHBOUND

100 101 102 103

DONALD ROSS RD

BOTTOM OF ROADWAY EMBANKMENT

CAPROCK BOULDER AREA #7 - 1,556 SF

PLACE BOULDERS AROUND BASE OF CYPRESS TREES, MIN. 24" FROM TRUNK

DRAINAGE, TYP.

EXIST. TREE ISLAND

EXIST. TREE ISLANDS

191+25.82 185.74' RT

189+88.92 225.02' RT

192+75.12 183.44' RT

192+75.21 198.69' RT

EXIST. TREE ISLAND

CAPROCK BOULDER AREA #8 - 482 SF

192+92.66 227.69' RT

CAPROCK BOULDER AREA #12 - 105 SF TOTAL (POND C (7) STEPPING STONES AT 15 SF EACH)

189+42.60 239.64' RT

191+00.96 226.59' RT

191+64.09 179.17' RT

191+74.56 176.07' RT

191+88.58 181.26' RT

192+17.04 177.75' RT

192+41.02 171.81' RT

192+71.26 240.28' RT

193+30.60 260.09' RT

EXIST TREE ISLAND

194+22.23 242.22' RT

193+62.94 246.03' RT

193+91.46 264.61' RT

195+08.95 227.94' RT

194+90.95 255.34' RT

194+27.57 246.97' RT

194+40.65 263.77' RT

194+57.87 255.16' RT

UTILITIES, TYP.

LIGHT, TYP.

CAPROCK BOULDER AREA #5 - 662 SF

189+50.46 267.44' RT

189+22.58 279.65' RT

188+98.52 292.89' RT

189+95.72 250.11' RT

190+33.97 243.49' RT

190+95.00 262.03' RT

CAPROCK BOULDER AREA #10 - 559 SF

CAPROCK BOULDER AREA #11 - 787 SF

193+57.43 280.63' RT

CAPROCK BOULDER AREA #9 - 515 SF

193+30.11 285.62' RT

193+43.31 291.75' RT

193+11.75 275.22' RT

BOTTOM OF POND

TOP OF POND

BOTTOM OF SLOPE

EDGE OF RAMP PAVEMENT

SIGN, TYP.

I-95 NORTHBOUND ON-RAMP

701 702 703 704 705 706 707 708

488 489 490 491 492 493 494 495

907 908 909 910 911 912 913 914

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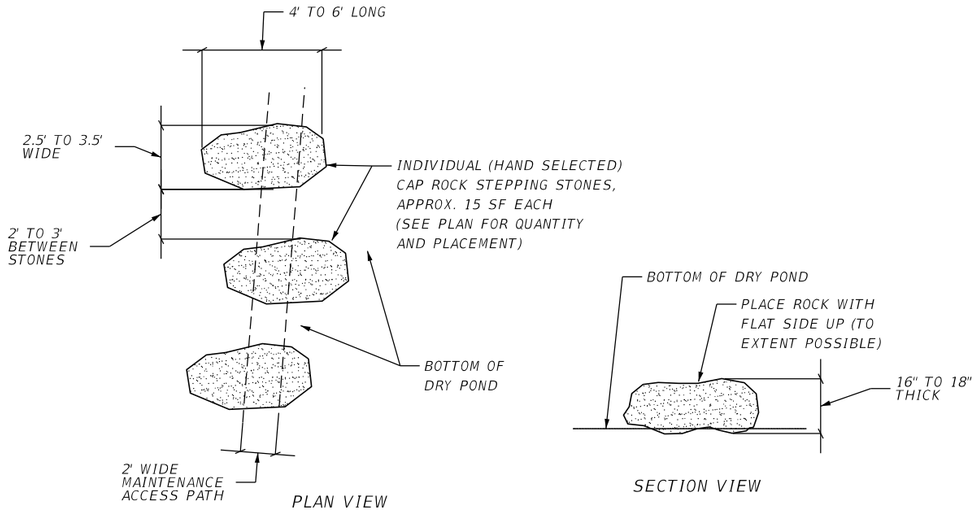
SR 9	PALM BEACH	449253-1-52-01

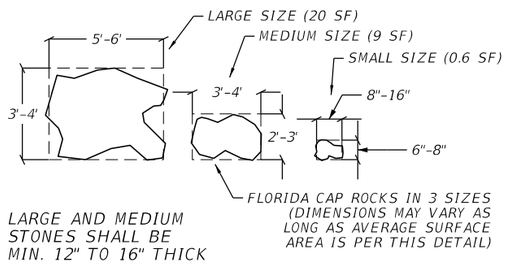
HARDSCAPE PLAN (2)

SHEET NO. LD-20



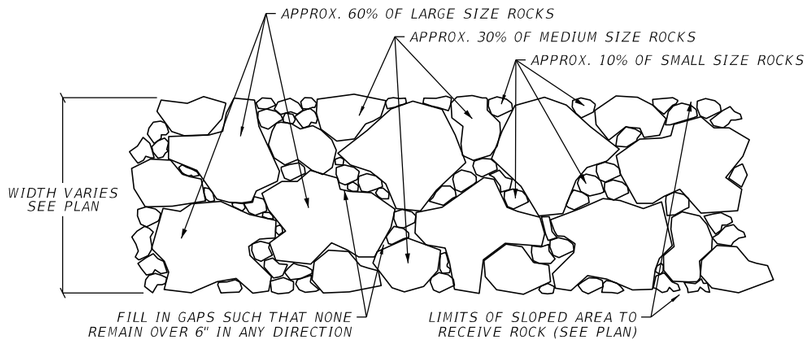
CAP ROCK "STEPPING STONE" DETAIL

NOT TO SCALE



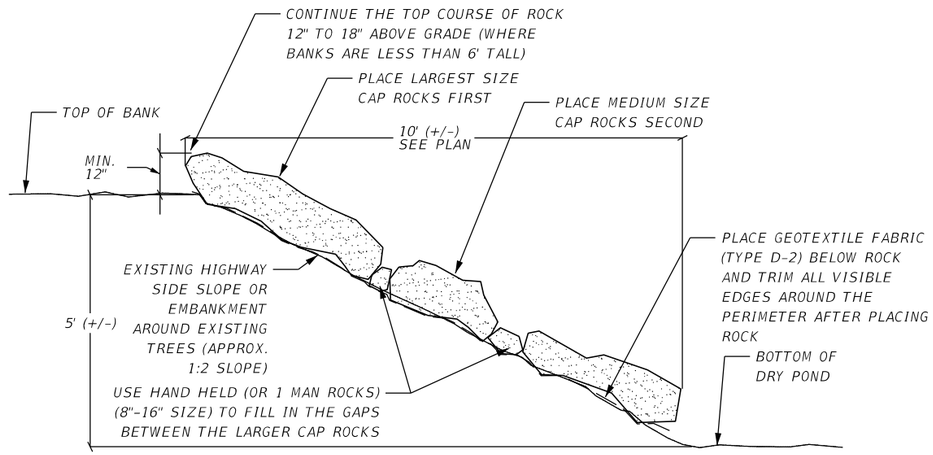
CAP ROCK BOULDER DETAIL

PLAN VIEW NOT TO SCALE



CAP ROCK TYPICAL PLAN VIEW

NOT TO SCALE



CAP ROCK TYPICAL SECTION

NOT TO SCALE

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

Landscape Architect Of Record: Robert J. Cotleur, RLA: #1067

COTLEUR & HEARING, INC.
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STATE OF FLORIDA
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HARDSCAPE DETAILS

SHEET NO. LD-21

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GENERAL NOTES

1. EXISTING POSTED SPEED OF 70 MPH SHALL BE MAINTAINED ON SR 9 (I-95).
2. EXISTING POSTED SPEED OF 45 MPH SHALL BE MAINTAINED ON DONALD ROSS ROAD.
3. LANE CLOSURES AND DETOURS ARE NOT PERMITTED.
4. COVER OR REMOVE ALL WORK ZONE SIGNS OUTSIDE OF ACTIVE WORK ZONE PERIODS.
5. WORK ZONE SIGN LOCATIONS INCLUDE TWO SIGNS, ONE PLACED IN THE MEDIAN AND ONE PLACED ON THE OUTSIDE OF THE ROADWAY.

PHASE NOTES

1. INSTALL ADVANCE WARNING SIGNS AS SHOWN BELOW AND IN APPLICABLE STANDARD PLANS INDICES.
2. INSTALL TEMPORARY EROSION CONTROL DEVICES.
3. PLACE LANDSCAPING AND IRRIGATION AS SHOWN IN THE LANDSCAPE PLANS UTILIZING STANDARD PLANS INDEX 102-602.

PORTABLE CHANGEABLE MESSAGE SIGN DETAIL

(PCMS-A)

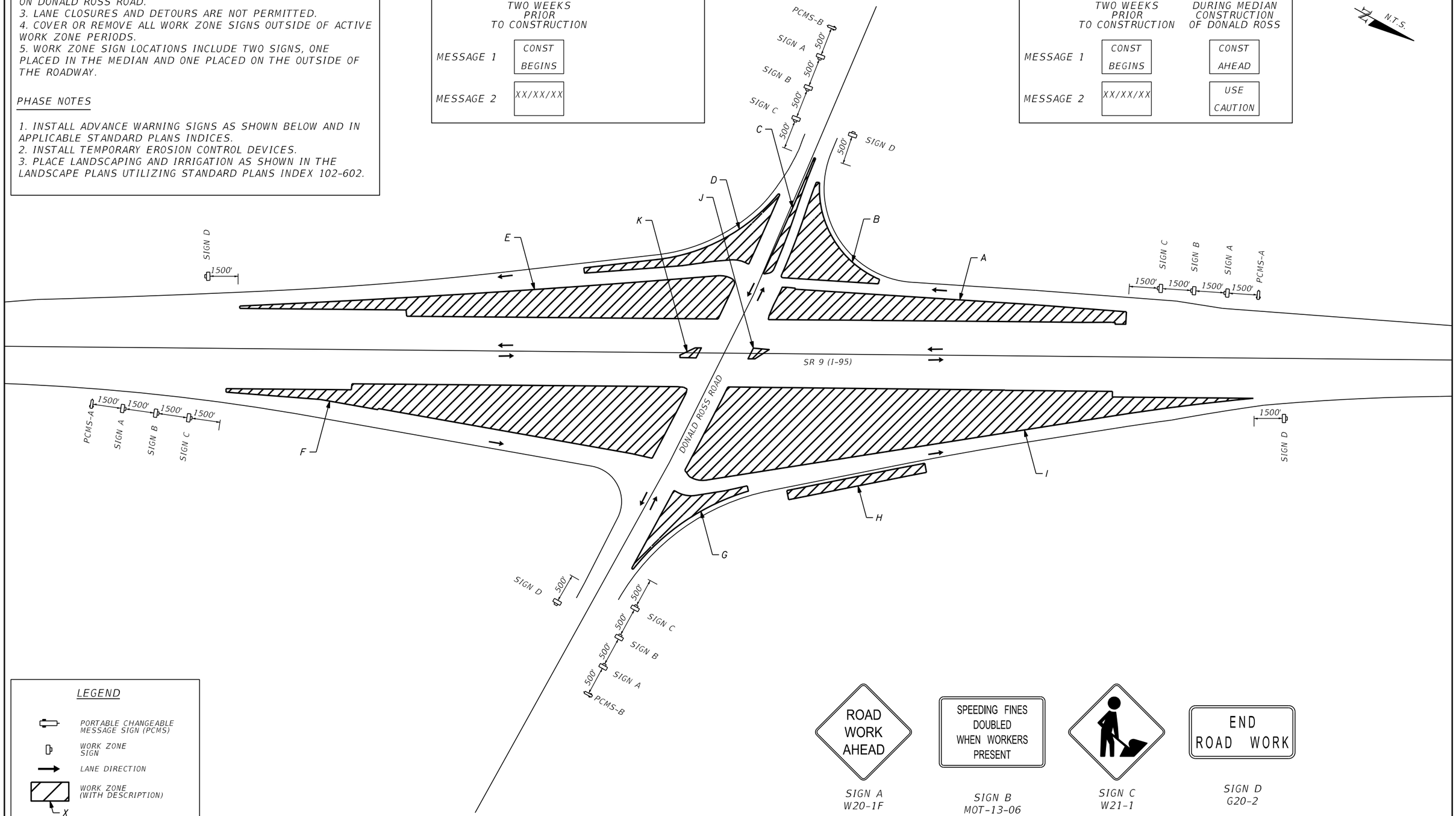
	TWO WEEKS PRIOR TO CONSTRUCTION
MESSAGE 1	CONST BEGINS
MESSAGE 2	XX/XX/XX

PORTABLE CHANGEABLE MESSAGE SIGN DETAIL

(PCMS-B)

	TWO WEEKS PRIOR TO CONSTRUCTION	DURING MEDIAN CONSTRUCTION OF DONALD ROSS
MESSAGE 1	CONST BEGINS	CONST AHEAD
MESSAGE 2	XX/XX/XX	USE CAUTION

N.T.S.



LEGEND

- PORTABLE CHANGEABLE MESSAGE SIGN (PCMS)
- WORK ZONE SIGN
- LANE DIRECTION
- WORK ZONE (WITH DESCRIPTION) — X

SIGN A
W20-1F

SIGN B
MOT-13-06

SIGN C
W21-1

SIGN D
G20-2

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

DAVID M. ROBINSON, P.E.
P.E. NO. 73888
AECOM TECHNICAL SERVICES, INC.
7650 W COURTNEY CAMPBELL CAUSEWAY
TAMPA, FL 33607-1462

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 9	PALM BEACH	449255-1-52-01

TEMPORARY TRAFFIC CONTROL PLAN

SHEET NO. LD-22

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

1.0 SITE DESCRIPTION:

1.A. NATURE OF CONSTRUCTION ACTIVITY:

THE FLORIDA DEPARTMENT OF TRANSPORTATION (FDOT) PROPOSES LANDSCAPE IMPROVEMENTS FOR THE I-95 (SR 9) AT DONALD ROSS ROAD INTERCHANGE. THE PROJECT LIMITS EXTEND FROM MP 39.812 TO MP 40.745 IN PALM BEACH COUNTY.

1.B. SEQUENCE OF MAJOR SOIL DISTURBING ACTIVITIES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A DETAILED SEQUENCE OF CONSTRUCTION FOR ALL CONSTRUCTION ACTIVITIES. THE CONTRACTOR SHALL FOLLOW THE SEQUENCE OF MAJOR ACTIVITIES DESCRIBED BELOW, UNLESS THE CONTRACTOR PROPOSES A DIFFERENT SEQUENCE THAT IS EQUAL OR BETTER AT CONTROLLING EROSION AND TRAPPING SEDIMENT AND IS APPROVED BY THE ENGINEER.

MODIFY THE PLAN OR MATERIALS TO ADAPT TO SEASONAL VARIATIONS, CONSTRUCTION ACTIVITY VARIATIONS, OR AS DIRECTED BY THE ENGINEER.

APPLICABLE EROSION AND SEDIMENT CONTROL DEVICES AND IMPLEMENTATION PROCEDURES ARE SUPPLIED IN THE STATE OF FLORIDA EROSION AND SEDIMENT CONTROL DESIGNER AND REVIEW MANUAL (E&SC MANUAL)LATEST EDITION.

PROVIDE ANY MODIFICATIONS OR ADDITIONAL CONTROLS IF REQUIRED AND OBTAIN DEPLOYMENT SCHEDULES FOR THE IMPLEMENTATION OF ALL ADDITIONAL EROSION AND SEDIMENT CONTROL DEVICES FROM THE CONTRACTOR.

1.C. LIST OF INTENDED ACTIVITIES

(a) ALL EROSION AND SEDIMENT CONTROL DEVICES FOR EACH PHASE OF WORK ARE TO BE INSTALLED PRIOR TO BEGINNING WORK ON THAT PHASE.
(b) COVER OR STABILIZE DISTURBED AREAS AS SOON AS POSSIBLE.
(c) DO NOT DISTURB AN AREA UNTIL IT IS NECESSARY FOR CONSTRUCTION TO PROCEED.
(d) TIME CONSTRUCTION ACTIVITIES TO LIMIT IMPACT FROM SEASONAL CLIMATE CHANGES OR WEATHER EVENTS.
(e) DO NOT REMOVE PERIMETER CONTROLS UNTIL ALL UPSTREAM AREAS ARE FULLY STABILIZED AND PERMANENT VEGETATION IS ESTABLISHED.
(f) PROVIDE POLLUTION CONTROL BY IMPLEMENTING DUST CONTROL DURING ALL PHASES OF CONSTRUCTION.

1.D. AREA ESTIMATES:

TOTAL SITE AREA: 91.56 ACRES
AREA TO BE DISTURBED: 9.08 ACRES

1.E. ESTIMATED RUNOFF COEFFICIENTS, EXISTING SOIL DATA

ESTIMATED RUNOFF COEFFICIENTS:
BEFORE CONSTRUCTION: VARIES FROM 0.56 TO 0.67
DURING CONSTRUCTION: VARIES FROM 0.59 TO 0.69
AFTER CONSTRUCTION: VARIES FORM 0.56 TO 0.67

1.F. DESCRIPTION OF SOIL OR QUALITY OF DISCHARGE:

SOIL TYPE	HYDROLOGIC GROUP
ANCLOTE FINE SAND	A/D
BASINGER FINE SAND	A/D
BASINGER AND MYAKKA SAND	A/D
IMMOKALEE FINE SAND	B/D
MYAKKA FINE SAND	A/D
OLDSMAR SAND	A/D
PINELLAS FINE SAND	B/D
WATER	-

REFERENCE: NRCS SOIL SURVEY OF PALM BEACH COUNTY FLORIDA

1.G. ESTIMATED DRAINAGE FLOW DIRECTION AND AVERAGE SLOPE OF DRAINAGE AREA FOR EACH OUTFALL:

(a) LANDSCAPE PLAN SHEET: INCLUDED WITH THESE SHEETS.

1.H.RECEIVING WATERS / WETLAND AREAS:

OUTFALL	RECEIVING WATER	LAT	LONG	OFW
OUTFALL I	BRIGER TRACT	N 26° 52' 58"	W 80° 07' 29"	NO
OUTFALL II	LAKE TO NC-2	N 26° 53' 53"	W 80° 08' 10"	NO

1.I. WETLAND AND/OR SURFACE WATER IMPACTS:

THERE ARE NO WETLAND OR SURFACE WATER IMPACTS ON THE PROJECT

1.J. DESCRIPTION OF STORMWATER MANAGEMENT:

(a) EXISTING DRAINAGE FLOWS ARE CONVEYED THROUGH EXISTING PONDS, ROADSIDE DITCHES, SIDEDRAINS AND CROSSDRAINS ALONG THE PROPOSED LANDSCAPE PROJECT. IMPROVEMENTS SHALL NOT MODIFY OR AFFECT THE EXISTING OFFSITE FLOW PATTERNS UNLESS SPECIFICALLY AUTHORIZED BY THE PERMITS.
(b) OFFSITE RUNOFF SHOULD BE DIVERTED AWAY OR THROUGH THE CONSTRUCTION AREA, IF POSSIBLE. THIS ADDITIONAL FLOW, IF NOT DIVERTED, CAN ADD VOLUME AND SIZE TO STRUCTURAL PRACTICES, REQUIRING MORE FREQUENT MAINTENANCE AND LIMIT EFFECTIVENESS OF EROSION AND SEDIMENT CONTROLS.
(c) EXISTING SWALES, STORM SEWER AND STORMWATER MANAGEMENT PONDS ARE THE PRIMARY STORMWATER MANAGEMENT CONTROLS.
(d) EXISTING STORMWATER RUNOFF SHALL BE CONVEYED TO EITHER TEMPORARY SEDIMENT BASINS, CONTAINMENT SYSTEMS AND/OR TO PERMANENT STORMWATER MANAGEMENT FACILITIES (EXISTING TREATMENT AND ATTENUATION PONDS). ANY SEDIMENT BASINS, CONTAINMENT SYSTEMS (IF PROPOSED BY THE CONTRACTOR) SHALL BE CONSTRUCTED DURING THE INITIAL PHASE OF CONSTRUCTION.
(e) PREVENT UNAUTHORIZED MATERIALS FROM ENTERING WETLANDS, WATERWAYS, OTHER SURFACE WATERS OR WATERS OF THE U.S.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MARK KUNTZ, P.E.
P.E. LICENSE NUMBER 57512
AECOM Technical Services, Inc
7650 West Courtney Camphbell Causeway
TAMPA, FLORIDA 33607-1462

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 9	PALM BEACH	449255-1-52-01

STORMWATER POLLUTION PREVENTION PLAN (1)

SHEET NO.
LD-23

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2.0 CONTROLS:

2.A. EROSION AND SEDIMENT CONTROLS:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STABILIZATION AND STRUCTURAL PRACTICES BASED ON THE CONTRACTOR'S PROPOSED TEMPORARY TRAFFIC CONTROL(TTC) PLAN. THE CONTRACTOR MAY CHOSE TO MODIFY THE SEQUENCE OF EROSION AND SEDIMENT CONTROL MEASURES AS SHOWN IN THE TEMPORARY TRAFFIC CONTROL PLAN AND QUANTITIES OUTLINED IN THE CONSTRUCTION PLANS, SUBJECT TO APPROVAL BY THE ENGINEER. AS WORK PROGRESSES, THE CONTRACTOR SHALL MODIFY THE PLAN TO ADAPT TO SEASONAL VARIATION, CHANGES IN CONSTRUCTION ACTIVITIES, AND THE NEED FOR BETTER PRACTICES.

FOR EACH CONSTRUCTION PHASE, INSTALL PERIMETER CONTROLS AFTER CLEARING AND GRUBBING NECESSARY FOR INSTALLATION OF CONTROLS, BUT BEFORE BEGINNING OTHER WORK FOR THE CONSTRUCTION PHASE. REMOVE PERIMETER CONTROLS ONLY AFTER ALL UPSTREAM AREAS ARE STABILIZED.

2.A.1 STABILIZATION PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE STABILIZATION PRACTICES PROPOSED TO CONTROL EROSION. THE CONTRACTOR SHALL INITIATE ALL STABILIZATION MEASURES AS SOON AS PRACTICAL, BUT IN NO CASE MORE THAN 7 DAYS. IN PORTIONS OF THE SITE WHERE CONSTRUCTION ACTIVITIES HAVE TEMPORARILY OR PERMANENTLY CEASED, THE STABILIZATION PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

TEMPORARY:

* ARTIFICIAL COVERINGS IN ACCORDANCE WITH SPECIFICATION SECTION 104.

* TURF AND SOD IN ACCORDANCE WITH SPECIFICATION SECTION 104.

PERMANENT:

* SOD IN ACCORDANCE WITH SPECIFICATION SECTION 570.

2.A.2 STRUCTURAL PRACTICES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED STRUCTURAL PRACTICES TO CONTROL OR TRAP SEDIMENT AND OTHERWISE PREVENT THE DISCHARGE OF POLLUTANTS FROM EXPOSED AREAS OF THE SITE. SEDIMENT CONTROLS SHALL BE IN PLACE BEFORE DISTURBING SOIL UPSTREAM OF THE CONTROL. THE STRUCTURAL PRACTICES SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

TEMPORARY:

* SEDIMENT BARRIERS IN ACCORDANCE WITH SPECIFICATION SECTION 104.

* INLET PROTECTION IN ACCORDANCE WITH SPECIAL DETAILS SHOWN IN THE TTC PLAN.

PERMANENT:

* SOD AND TURF IN ACCORDANCE WITH SPECIFICATION SECTION 570.

2.B STORMWATER MANAGEMENT:

EXISTING STORMWATER SYSTEM CONVEYS RUNOFF TO EXISTING STORMWATER PONDS.

2.C OTHER CONTROLS:

THE CONTRACTOR SHALL PRACTICE GOOD HOUSEKEEPING BY INSTITUTING A CLEAN, ORDERLY CONSTRUCTION SITE. THE FOLLOWING CONTROLS SHALL BE IMPLEMENTED TO FURTHER REDUCE POLLUTION AT THE PROJECT SITE:

2.C.1 DISCHARGE OF MATERIALS TO SURFACE WATERS:

NO CONSTRUCTION MATERIAL SHALL BE DISCHARGED TO WATERS OF THE STATE UNLESS AUTHORIZED BY A SECTION 404 PERMIT AND/OR THE STATE OF FLORIDA ENVIRONMENTAL RESOURCE PERMIT. ALL CONSTRUCTION DEBRIS SHALL BE DISPOSED OF IN AN APPROVED UPLAND LOCATION.

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS TO PREVENT THE DISCHARGE OF SOLID MATERIALS, INCLUDING BUILDING MATERIALS, TO WATERS OF THE UNITED STATES. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER:

* PROVIDING LITTER CONTROL AND COLLECTION WITHIN THE PROJECT DURING CONSTRUCTION ACTIVITIES.

* DISPOSING OF ALL FERTILIZER OR OTHER CHEMICAL CONTAINERS ACCORDING TO EPA'S STANDARD PRACTICES AS DETAILED BY THE MANUFACTURER.

* DISPOSING OF SOLID MATERIALS INCLUDING BUILDING AND CONSTRUCTION MATERIALS OFF THE PROJECT SITE BUT NOT IN SURFACE WATERS, OR WETLANDS.

2.C.2 OFF- SITE VEHICLE TRACKING & DUST CONTROL:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED METHODS FOR MINIMIZING OFFSITE VEHICLE TRACKING OF SEDIMENTS AND GENERATING DUST. THE PROPOSED METHODS SHALL INCLUDE AT LEAST THE FOLLOWING, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

* COVERING LOADED HAUL TRUCKS WITH TARPAULINS.

* REMOVING EXCESS DIRT FROM ROADS DAILY.

* STABILIZING CONSTRUCTION ENTRANCES ACCORDING TO DESIGN STANDARD 106.

* SOIL TRACKING PREVENTION DEVICE.

2.C.3 STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, SANITARY SEWER, OR SEPTIC TANK REGULATIONS:

IN SECTION 104 OF THE EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROPOSED PROCEDURES TO COMPLY WITH APPLICABLE STATE AND LOCAL REGULATIONS FOR WASTE DISPOSAL, AND SANITARY SEWER OR SEPTIC SYSTEMS.

2.C.4 FERTILIZERS AND PESTICIDES:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL DESCRIBE THE PROCEDURES FOR APPLYING FERTILIZERS AND PESTICIDES. THE PROPOSED PROCEDURES SHALL COMPLY WITH APPLICABLE SUBSECTIONS IN SECTION 570 OF THE SPECIFICATIONS.

2.C.5 TOXIC/HAZARDOUS MATERIAL HANDLING:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A LIST OF TOXIC SUBSTANCES THAT ARE LIKELY TO BE USED ON THE JOB AND PROVIDE A PLAN ADDRESSING THE GENERATION, APPLICATION, MIGRATION, STORAGE, AND DISPOSAL OF THESE SUBSTANCES.

2.D.4 APPROVED STATE AND LOCAL PLANS AND PERMITS:

* NO PERMITS WERE REQUIRED TO BE OBTAINED FOR THIS PROJECT.

3.0 MAINTENANCE:

IN THE SEDIMENT AND EROSION CONTROL PLAN, THE CONTRACTOR SHALL PROVIDE A PLAN FOR MAINTAINING ALL EROSION AND SEDIMENT CONTROLS THROUGHOUT CONSTRUCTION. THE MAINTENANCE PLAN SHALL AT A MINIMUM, COMPLY WITH THE FOLLOWING:

* SEDIMENT BARRIERS AND INLET PROTECTION SYSTEM: REMOVE SEDIMENT AS PER MANUFACTURER'S RECOMMENDATIONS OR WHEN WATER PONDS IN UNACCEPTABLE AMOUNTS OR AREAS.

4.0 INSPECTIONS:

PROVIDE THE ENGINEER WITH A MINIMUM OF 24 HOUR NOTICE PRIOR TO THE WEEKLY EROSION CONTROL INSPECTION REQUIRED BY FDOT SPECIFICATION 104-7-1 AND WITHIN 24 HOURS OF A STORM EVENT THAT IS 0.50 INCHES OR GREATER. WHERE SITES HAVE BEEN PERMANENTLY STABILIZED, INSPECTIONS SHALL BE CONDUCTED AT LEAST ONCE EVERY MONTH. THE CONTRACTOR SHALL ALSO INSPECT THAT CONTROLS INSTALLED IN THE FIELD AGREE WITH THE LATEST STORMWATER POLLUTION PREVENTION PLAN. INSPECTION LOCATIONS INCLUDE BUT ARE NOT LIMITED TO:

* POINTS OF DISCHARGE TO WATERS OF THE UNITED STATES.

* POINTS OF DISCHARGE TO MUNICIPAL SEPARATE STORM DRAIN SYSTEMS.

* DISTURBED AREAS OF THE SITE THAT HAVE NOT BEEN FINALLY STABILIZED.

* AREAS USED FOR STORAGE OF MATERIALS THAT ARE EXPOSED TO PRECIPITATION.

* STRUCTURAL CONTROLS.

* LOCATIONS WHERE VEHICLES ENTER OR EXIT THE SITE.

THE CONTRACTOR SHALL INITIATE REPAIRS WITHIN 24 HOURS OF INSPECTIONS THAT INDICATE ITEMS ARE NOT IN GOOD WORKING ORDER.

IF INSPECTIONS INDICATE THAT THE INSTALLED STABILIZATION AND STRUCTURAL PRACTICES ARE NOT SUFFICIENT TO MINIMIZE EROSION, RETAIN SEDIMENT, AND PREVENT DISCHARGING POLLUTANTS, THE CONTRACTOR SHALL PROVIDE ADDITIONAL MEASURES, AS APPROVED BY THE ENGINEER.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MARK KUNTZ, P.E.
P.E. LICENSE NUMBER 57512
AECOM Technical Services, Inc
7650 West Courtney Camphbell Causeway
TAMPA, FLORIDA 33607-1462

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 9	PALM BEACH	449255-1-52-01

STORMWATER POLLUTION PREVENTION PLAN (2)

SHEET NO.
LD-24

5.0 NON-STORMWATER DISCHARGES:

IN SECTION 104 OF THE EROSION CONTROL PLAN, THE CONTRACTOR SHALL IDENTIFY ALL ANTICIPATED NON-STORMWATER DISCHARGES (EXCEPT FLOWS FROM FIRE FIGHTING ACTIVITIES). THE CONTRACTOR SHALL DESCRIBE THE PROPOSED MEASURES TO PREVENT POLLUTION OF THESE NON-STORMWATER DISCHARGES. IF THE CONTRACTOR ENCOUNTERS CONTAMINATED SOIL OR GROUNDWATER, CONTACT MARIA SALGADO, DISTRICT CONTAMINATION IMPACT COORDINATOR AT (954) 777 - 4286.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO DEVELOP A DEWATERING SYSTEM THAT PROVIDES PRETREATMENT OF EFFLUENT PRIOR TO DISCHARGE INTO ADJACENT SURFACE WATERS. THE CONTRACTOR'S DEWATERING METHOD MUST MEET ALL FEDERAL, STATE, AND LOCAL LAWS, RULES, AND REGULATIONS CONCERNING THIS PRACTICE INCLUDING THE USE OF PERMITTED OUTFALL STRUCTURES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COORDINATE AND APPLY FOR A DEWATERING PERMIT WITH THE APPROPRIATE WATER MANAGEMENT DISTRICT.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO DESIGNATE AN AREA WITHIN THE PROJECT LIMITS FOR CONCRETE TRUCK WASHOUT ACTIVITIES. THIS AREA SHALL PROVIDE EROSION CONTROL DEVICES THAT PREVENT CONTACT BETWEEN CONCRETE WASHOUT MATERIALS AND STORMWATER AND/OR SURFACE WATERS.

6.0 CONTRACTOR SUBMITTAL

IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO DEVELOP AN EROSION CONTROL PLAN THAT PROVIDES A DETAILED DESCRIPTION OF ALL EROSION AND SEDIMENT CONTROLS, BEST MANAGEMENT PRACTICES, AND MEASURES THAT WILL BE IMPLEMENTED AT THE CONSTRUCTION SITE FOR EACH ACTIVITY IDENTIFIED IN SECTION 1.B. SEQUENCE OF SOIL DISTURBING ACTIVITIES. THE CONTRACTOR IS RESPONSIBLE FOR PROVIDING TIME FRAMES IN WHICH THE CONTROLS WILL BE IMPLEMENTED, MAINTAINED AND REMOVED. THIS INFORMATION SHALL BE KEPT AT THE PROJECT FIELD OFFICE IN ORDER FOR THE PROJECT TO BE CONSIDERED IN COMPLIANCE WITH THE FDEP GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION SITES.

THE CONTRACTOR IS RESPONSIBLE FOR ENSURING THE FOLLOWING ITEMS ARE ON SITE:

1.COPY OF THE STORMWATER POLLUTION PREVENTION PLAN WITH THE ORIGINAL CERTIFICATION SIGNATURES.
2.COPY OF THE CONTRACTOR'S EROSION CONTROL PLAN.
3.HAZARDOUS SPILL CONTROL PLAN WITH GUIDELINES ON CONTACTING THE 24 HOUR EMERGENCY RESPONSE PROGRAM FOR HAZARDOUS MATERIAL SPILLS. THIS SHALL INCLUDE COPIES OF DISCHARGE NOTIFICATIONS THAT HAVE OCCURRED WITHIN THE PROJECT LIMITS.
4.COMPLETED INSPECTION FORMS.

THE CONTRACTOR IS RESPONSIBLE FOR SUBMITTING THE FOLLOWING ITEMS TO FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION IN ORDER FOR THE NPDES PERMIT TO BE PROCESSED:

FDEP FORM 62-621.300(4)(B) NOTICE OF INTENT TO USE GENERIC PERMIT FOR STORMWATER DISCHARGE FROM LARGE AND SMALL CONSTRUCTION ACTIVITIES. THIS NOTICE OF INTENT SHALL BE SIGNED BY THE CONTRACTOR.

IT IS THE CONTRACTOR'S RESPONSIBILITY TO SUBMIT THE NOI TO FDEP NO LESS THAN 48 HOURS PRIOR TO THE START OF CONSTRUCTION. CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING PROOF OF MAIL DATE TO THE PROJECT ADMINISTRATOR.

THE OFFICIAL RECORD OF THIS SHEET IS THE ELECTRONIC FILE DIGITALLY SIGNED AND SEALED UNDER RULE 61G15-23.004, F.A.C.

REVISIONS			
DATE	DESCRIPTION	DATE	DESCRIPTION

MARK KUNTZ, P.E.
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STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

ROAD NO.	COUNTY	FINANCIAL PROJECT ID
SR 9	PALM BEACH	449255-1-52-01

STORMWATER POLLUTION PREVENTION PLAN (3)

SHEET NO.
LD-25

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SECTION: **93220000**
COUNTY: **PALM BEACH**
STATE ROAD: **SR 9**
FM NUMBER: **449255-1-52-01**

EXHIBIT C

MAINTENANCE PLAN FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida Department of Transportation and the AGENCY.

Please see attached

MAINTENANCE PLAN
For Landscape Improvements

Project State Road No(s): **State Road 9 (I-95) at Donald Ross Road Interchange**
Permit or FM No(s): **449255-1-52-01**
RLA of Record: **Robert J. Cotleur, RLA**
Maintaining Agencies: **Florida Department of Transportation and Town of Jupiter**
Date: **September 08, 2023**

The purpose of a plan for the landscape improvements maintenance practices is to allow the plant material on your project to thrive in a safe and vigorous manner while fulfilling their intended purpose and conserving our natural resources. Plantings and all other landscape improvements within FDOT right of way shall be maintained to avoid potential roadway hazards and to provide required clear visibility, accessibility, clearance, and setbacks as set forth by Florida Department of Transportation (FDOT) governing standards and specifications: FDOT Standard Plans, FDOT Plans Design Manual and FDOT Standard Specifications for Road and Bridge Construction, as amended by contract documents, and all other requirements set forth by the District 4 Operations Maintenance Engineer. ***Part I*** *of the Maintenance Plan describes general maintenance requirements and recommendations and is standard to all projects.*

The concluding section, Part II, of the Maintenance Plan provides recommendations prepared by the Registered Landscape Architect of Record specific to the attached approved plans.

PART I. GENERAL MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

WATERING REQUIREMENTS

Watering is a critical concern for not only the maintenance of healthy plant material but also for observing water conservation practices. The amount of water to apply at any one time varies with the weather, drainage conditions and water holding capacity of the soil. For plant materials that have been established, it is imperative that any mandated water restrictions be fully conformed to on FDOT roadways.

Proper watering techniques should provide even and thorough water dispersal to wet the entire root zone, but not saturate the soil or over-spray onto travel lanes.

IRRIGATION SYSTEM

The Agency shall ensure there are no roadway overspray or irrigation activities during daytime hours (most notably “rush hour” traffic periods). It is imperative the irrigation controller is properly set to run early enough that the watering process will be entirely completed before high traffic periods, while adhering to mandated water restrictions. To ensure water conservation, the Agency shall monitor the system for water leaks and the rain sensors to ensure they are functioning properly so that the system shuts down when there is sufficient rainfall.

INTEGRATED PLANT MANAGEMENT

An assessment of each planting area’s soil is recommended to periodically determine the nutrient levels needed to sustain healthy, vigorous plant growth.

Palms, shrubs, trees, and turf areas shall be fertilized in such a manner and frequency to ensure that the plant material remains healthy and vigorously growing. Please be alert to changes in fertilization types per University of Florida, Institute of Food and Agricultural Services (I.F.A.S.) recommendations.

Establishment of an integrated pest management program is encouraged to ensure healthy plants, which are free of disease and pests.

MULCHING
Mulch planting beds to prevent weed growth, retain moisture to the plants, protect against soil erosion and nutrient loss, maintain a more uniform soil temperature, and improve the appearance of the planting beds. Do not mound mulch against the trunks of trees, palms, and the base of shrubs to allow air movement which aids in lowering disease susceptibility. Cypress mulch is prohibited on state right of way.

PRUNING
All pruning, and the associated safety criteria, shall be performed according to American National Standard Institute (ANSI) A300 standards and shall be supervised by an International Society of Arboriculture (ISA) Certified Arborist. Pruning shall be carried out with the health and natural growth of plant materials in mind, to achieve the FDOT requirements for maintaining clear visibility for motorists, and provide vertical clearance for pedestrian, bicyclist, and truck traffic where applicable. Visibility windows must be maintained free of view obstructions, and all trees and palms must be maintained to prevent potential roadway and pedestrian hazards. All palms are to be kept fruit free. The understory plant materials selected for use within the restricted planting areas (Limits of Clear Sight) are to be mature height in compliance with the *FDM Window Detail*. Vertical clear zones for vegetation heights over roadways and sidewalks must meet the requirements of the *FDOT Maintenance Rating Program* (MRP) standards. See Reference pages. The R.L.A. of Record will provide the specific pruning heights for mature or maintained height and spread of all plant material to achieve the design intent shall be noted in Part II., Specific Project Site Maintenance Requirements and Recommendations.

STAKING AND GUYING
All staking materials are to be removed after one year or as directed by the RLA of Record.). Any subsequent staking and guying activities by the Agency must adhere to *FDOT Standard Plans* guidelines (See Index 580-001). The Agency shall closely monitor staking and guying attachment materials so that they are securely fastened to avoid potential roadway hazards.

TURF MOWING
All grassed areas are to be mowed and trimmed with sufficient frequency to maintain a deep, healthy root system while providing a neat and clean appearance to the urban landscape. All turf efforts, mowing, curb/sidewalk edging and turf condition, must at a minimum, meet *FDOT Maintenance Rating Program* (MRP).

LITTER CONTROL
The project site shall remain as litter free as practicable. It is recommended to recycle this litter to avoid unnecessary waste by its reuse. Litter removal efforts must meet *FDOT Maintenance Rating Program* (MRP) standards.

WEEDING/HERBICIDE
All planting areas shall be maintained as weed free as practicable by enlisting integrated pest management practices in areas specified on the plans and maintaining proper mulch levels. Extreme care is recommended when using a chemical herbicide to avoid overspray onto plant materials. It is the applicator's responsibility to restore any damage resulting from overspray to the plantings, per the approved plans.

PLANT REPLACEMENT
Plant replacement shall be the same species and specification as the approved plan. Move and replace all plant materials that may conflict with utility relocations and service. Only plants graded Florida #1 or better, per the *Florida Department of Agriculture and Consumer Services, Grades and Standards for Nursery Plants* are permitted on FDOT roadways. Should it become necessary to change the species, a permit is required from FDOT for approval by the FDOT District Landscape Architect.

HARDSCAPE (SPECIALTY SURFACING)
All tree grates and specialty surfacing (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the surfacing and tree grates. Final surface tolerance from grade elevations shall, at a minimum, meet the most current FDOT Maintenance Rating Program Handbook for a sidewalk; ADA accessible sidewalk; and FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on The State Highway System. If the specialty surfacing or tree grates become damaged, they shall be replaced with the same type and specification as the approved plan.

HARDSCAPE (CONCRETE PAVERS)
All concrete pavers (if applicable) shall be maintained in such a manner as to prevent any potential tripping hazards and protect damage to the pavers. Final surface tolerance from grade elevations shall, at a minimum, meet the most current *Interlocking Concrete Pavement Institute (ICPI)*, *Guide Specifications for Pavers on an Aggregate Base, Section 23 14 13 Interlocking Concrete Pavers*, Part 3.05. If the concrete pavers become damaged, they shall be replaced with the same type and specification as the approved plan.

It shall be the responsibility of the AGENCY to maintain all signs located within a non-standard surfacing area. Such maintenance to be provided by the AGENCY shall include repair and replacement of the sign panel, post, and base.

HARDSCAPE (NON-STANDARD) TRAVELWAY SURFACING
It shall be the responsibility of the AGENCY to restore an unacceptable ride condition of the roadway, including asphalt pavement (if applicable), caused, or contributed by the installation or failure of non-standard surfacing, and/or the header curb, on the Department of Transportation right of way within the limits of this Agreement. Pavement restoration areas or “patches” will have a minimum length of 10-ft, measured from the edge of the header curb, and a width to cover full lanes for each lane affected by the restoration.

Pavement restoration will be performed in accordance with the most current edition of the *FDOT Standard Specifications for Road and Bridge Construction*, and the *FDOT Design Standards for Design, Construction, Maintenance and Utility Operations on the State Highway System*.

HARDSCAPE (LANDSCAPE ACCENT LIGHTING)
Landscape accent lighting shall be maintained in such a manner as to prolong the life of the lighting fixture and prevent potential safety hazards. If the lighting fixtures and their system become damaged, they shall be replaced with the same type and specification as the approved plan. Landscape lighting shall meet requirements for the sea turtle nesting and hatching.

SITE FURNISHINGS
Site furnishing such as Trash Receptacles, Benches, Bollards and Bicycle Racks shall be maintained in such a manner as to prolong the life of the fixture and prevent potential safety hazards. If the fixtures and their overall function and mounting systems become damaged, they shall be replaced with the same type and specification as the approved plan.

TREE CELL STRUCTURES
Underground tree cells shall be maintained in such a manner as to prolong the life of the structure and prevent potential safety hazards. If the structures fail or become damaged, they shall be replaced with the same type and specification as the approved plan.

MAINTENANCE OF TRAFFIC CONTROL
Reference the FDOT website regarding the selection of the proper traffic control requirements to be provided during routine maintenance and / or new installations of this DOT roadway.

VEGETATION MANAGEMENT AT OUTDOOR ADVERTISING (ODA)
To avoid conflicts with permitted outdoor advertising, please reference the State of Florida website regarding the vegetation management of outdoor advertising. This website provides a portal to search the FDOT Outdoor Advertising Inventory Management System Database. The database contains an inventory of outdoor advertising structures, permits and other related information maintained by the Department.

Also, reference the *Florida Highway Beautification Program* website link for *Vegetation Management at ODA signs* Florida Statutes and Florida Administrative Code related to vegetation management at outdoor advertising sign, permit applications for vegetation management and determining mitigation value of roadside vegetation.

PART II. SPECIFIC PROJECT SITE MAINTENANCE REQUIREMENTS AND RECOMMENDATIONS:

1. The design intent for this project is to reinforce and supplement the native Pine Flatwood vegetation. Through selective clearing & grubbing, exotic vegetation is removed, and mature vegetation is thinned, pruned, and cleaned. The design is intended to be maintained as a natural forest with minimal maintenance requirements.

2. The project also includes the construction of two landscape ponds in the southeast and northeast quadrants, including littoral shelves planted with aquatic vegetation. Large caprock boulders are provided as aesthetic features along the pond banks and to provide maintenance access throughout the site during wet periods and as the vegetation grows in.

3. The primary maintenance effort required is the control of invasive pest plants. The Town of Jupiter shall keep the site free of all invasive vegetation within the agreed upon interchange maintenance limits in the northwest and northeast quadrants, per the maintenance limits map (Exhibit A).

   Shrub beds, tree rings, caprock areas and littoral areas should be evaluated monthly for undesirable vegetation growth. Utilize herbicide, hand, or mechanical weeding as needed to control the growth of this vegetation and prevent it from overgrowing the desirable species.

4. Typical invasive plants to control include, but are not limited to, the following*:

   Exotic Upland Species:
   - Schinus terebinthifolius/ Brazilian Pepper
   - Acacia auriculiformis/ Earleaf Acacia
   - Syzygium cumini/ Java Plum
   - Cupaniopsis anacardioides/ Carrotwood
   - Schefflera actinophylla/ Schefflera
   - Wedelia/ Creeping-oxeye
   - Lygodium japonicum/ Japanese Climbing Fern

   Exotic Wetland Species:
   - Panicum repens/ Torpedo Grass**
   - Hydrilla verticillata/ Hydrilla

   Invasive Native Species:
   - Cissus rhombifolia/ Grape Ivy
   - Parthenocissus quinquefolia/ Virginia Creeper
   - Salix caroliniana/ Carolina Willow
   - Ludwigia peruviana/ Primrose Willow
   - Typha spp./ Cattails

   * See the Florida Invasive Species Council's (FISC) complete list of invasive plant species to target at https://floridainvasivespecies.org/plantlist2019.cfm.

   ** It is understood that it is not feasible to expect Torpedo Grass to be eliminated entirely, however no more than 15-20% coverage shall be permissible within the wet retention ponds and littoral plantings.

5. Mowing and litter removal will continue to be the responsibility of FDOT within the interchange limits.

6. The Donald Ross Road medians will continue to be maintained by the Town of Jupiter per the October 8, 2007 MMOA.

REFERENCES (4-27-20)

This reference list is provided as a courtesy. The list may not contain the most current websites. The most current references must be accessed for up-to-date information.

Accessible Sidewalk (ADA) http://www.access-board.gov/guidelines-and-standards/streets-sidewalks

Americans with Disabilities Act (ADA) (ADAAG) http://www.ada.gov/2010ADAstandards_index.htm

American National Standard Institute, *ANSI A300, (Part 1) for Tree Care Operations – Trees, Shrub, and Other Woody Plant Maintenance – Standard Practices (Pruning)*, available for purchase http://webstore.ansi.org

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Plants 2015* http://www.freshfromflorida.com/Divisions-Offices/Plant-Industry/Bureaus-and-Services/Bureau-of-Plant-and-Apiary-Inspection

Florida Department of Community Affairs (DCA), *Florida Board of Building Codes & Standards, 2017 Florida Building Code, Chapter 11 Florida Accessibility Code for Building Construction Part A* http://www.floridabuilding.org/fbc/workgroups/Accessibility_Code_Workgroup/Documentation/CHAPTER_11_w_fla_specifics.htm

Florida Department of Transportation, *Program Management, Maintenance Specifications Workbook Supplemental Specifications, Section 580 Landscape Installation* http://www.fdot.gov/programmanagement/Maintenance/2019Jan/default.shtm

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index 580-001 Landscape Installation* http://www.fdot.gov/design/standardplans/current/IDx/580-001.pdf

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 212.11 Clear Sight Triangles* http://www.fdot.gov/roadway/FDM/current/2018FDM212Intersections.pdf

Florida Department of Transportation, *FDOT Design Manual for Design, Construction, Maintenance and Utility Operations on the State Highway System, Chapter 215.2.3 Clear Zone Criteria and 215.2.4 Lateral Offset, Table 215.2.1 Clear Zone Width Requirements*
Table 215.2.2 Lateral Offset Criteria (for Trees)
http://www.fdot.gov/roadway/FDM/current/2018FDM215RoadsideSafety.pdf

Florida Department of Transportation, *FDOT Standard Plans for Design, Construction, Maintenance and Utility Operations on the State Highway System, Index Series 102-600 Traffic Control through Work Zones* http://www.fdot.gov/design/standardplans/current/IDx/102-600.pdf

Department of Transportation, Landscape Architecture Website www.MyFloridaBeautiful.com

Florida Department of Transportation, *Maintenance Rating Program Handbook* http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtm

Florida Department of Transportation Outdoor Advertising Database http://www2.dot.state.fl.us/rightofway/

Florida Exotic Pest Plant Council Invasive Plant Lists http://www.fleppc.org/list/list.htm

Florida Irrigation Society http://www.fisstate.org

Florida Power and Light (FPL), *Plant the Right Tree in the Right Place* http://www.fpl.com/residential/trees/right_tree_right_place.shtml

SECTION No.: **93220000**
FM No. (s): **449255-1-52-01**
COUNTY: **PALM BEACH**
S.R. No.: **SR 9**

EXHIBIT D

APPROXIMATE COST FOR LANDSCAPE IMPROVEMENTS

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida Department of Transportation and the AGENCY.

Total FDOT Landscape Project Cost: $ 1,663,701.29

Total Project Cost within Agency Limits: $ 283,174.50

Selective Clearing & Grubbing Cost within Limits: $ 86,880.00

See attached for cost breakdowns.

Note: *These costs are provided as a reference to the value of the materials installed with the full FDOT project and within the Town's maintenance limits, as well as the cost of FDOT's project site cleanup and exotic vegetation removal prior to the installation of new landscape improvements.*

I-95/DONALD ROSS RD INTERCHANGE - LUMP SUM PROJECT COST ESTIMATE

FPI# 449255-1-52-01, CH# 22-0121 BG10

LAST UPDATE: 11/14/2023

PAY ITEM NO.	SYMBOL	DESCRIPTION	NATIVE	MAX. MAINT. SIZE	UNIT	TOTAL QUANTITY	INSTALLED PLANT COST	SUB TOTAL
999-2		LUMP SUM CONTRACT			LS	1	$ 1,663,783.00	$ 1,663,783.00
101-1		MOBILIZATION - INCLUDES CONSTRUCTION PHASE ONLY (8%)			LS	1	$ 133,102.64	$ 133,102.64
102-1		MAINTENANCE OF TRAFFIC (MOT) - INCLUDES CONSTRUCTION PHASE ONLY (10%)			LS	1	$ 166,378.30	$ 166,378.30
102-60		WORK ZONE SIGN			ED	3802	$ 0.28	$ 1,064.56
102-74-1		CHANNELIZING DEVICE - TYPES I, II, DI, VP, DRUM, OR LCD			ED	22520	$ 0.12	$ 2,702.40
102-99		PORTABLE CHANGEABLE MESSAGE SIGN, TEMPORARY (INCLUDES 2 WEEKS PRIOR)			ED	78	$ 12.32	$ 960.96
107-1		LITTER REMOVAL AND DISPOSAL			AC	1023.68	$ 33.97	$ 34,774.41
107-2		MOWING			AC	993.46	$ 48.26	$ 47,944.38
110-2-2		SELECTIVE CLEARING AND GRUBBING, AREAS WITH TREES TO REMAIN (9.24 AC, INCLUDES CONSTRUCTION PHASE ONLY) - SEE SC&G LUMP SUM COST ESTIMATE			LS/AC	1	$ 191,219.00	$ 191,219.00
120-1		REGULAR EXCAVATION (CONSTRUCTION OF TWO PROPOSED LANDSCAPE POND FEATURES, UTILIZE CLEAN FILL FOR SOIL REPLACEMENT)			CY	11,235	$ 26.00	$ 292,114.33
120-1		REGULAR EXCAVATION (SCRAPE 6" FROM POND BOTTOM TO REMOVE TORPEDO GRASS, INCLUDES DISPOSAL OF CONTAMINATED SOIL AND REPLACEMENT WITH CLEAN EXCAVATED SOIL)			CY	1,302	$ 40.00	$ 52,076.30
530-3-3		RIPRAP-RUBBLE (SEE DETAILED COST FOR 9887 SF / 1753 TN OF LIMESTONE BOULDERS)			LS/TN	1	$ 214,570.00	$ 214,570.00
570-1-2	SOD1	PERFORMANCE TURF, SOD (PASPALUM NOTATUM - BAHIA SOD)			SY	18,294	$ 4.23	$ 77,383.62
571-1		PLASTIC EROSION MAT			SY	4,427	$ 4.61	$ 20,408.47
580-1-1		ORGANIC SOIL (TO AMEND EXISTING)			CY	146	$ 26.00	$ 3,796.00
580-1-1		LANDSCAPE COMPLETE - SMALL PLANTS (AQUATICS / DRY POND BOTTOM)			LS			$ 67,790.00
	LIT1	LITTORAL PLANTINGS AROUND POND			SF	24,943		
	PC	PONTEDERIA CORDATA, PICKEREL WEED, BARE ROOT, MIN. 12" OC	Y	2' (NF)	EA	20,350	$ 1.50	$ 30,525.00
	CF	CANNA FLACCIDA, YELLOW CANNA, BARE ROOT, MIN. 12" OC	Y	2.5' (NF)	EA	1,480	$ 1.50	$ 2,220.00
	EC	ELEOCHARIS CELLULOSA, SPIKERUSH, BARE ROOT, MIN. 12" OC	Y	2.5' (NF)	EA	3,260	$ 1.50	$ 4,890.00
	AD	ACROSTICHUM DANAEFOLIUM, LEATHER FERN, #3 GAL (SPACING AS SHOWN)	Y	5' (NF)	EA	71	$ 20.00	$ 1,420.00
	LIT2	DRY POND BOTTOM PLANTINGS TO FILL SCRAPE DOWN AREAS			SF	66,261		
	SL	SAGITTARIA LANCELEAF, LANCELEAF SAGITTARIA, BARE ROOT, 24" OC, (67,099SF)	Y	3' (NF)	EA	17,000	$ 0.90	$ 15,300.00
	CL	COREOPSIS LEAVENWORTHII, TICKSEED, 2" LINER, 12"-24" OC	Y	2' (NF)	EA	3,500	$ 1.20	$ 4,200.00
	UP1	UPLAND UNDERSTORY PLANTINGS ON TREE MOUNDS			SF	15,950		
	NE1	NEPHROLEPIS EXALTATA, BOSTON FERN, #1 GAL, 3' OC (75% OF TOTAL)	Y	2'	EA	1,385	$ 5.00	$ 6,925.00
	OC	OSMUNDA CINNAMOMEA, CINNAMON FERN, #1 GAL, 3' OC (10% OF TOTAL)	Y	3'	EA	185	$ 5.00	$ 925.00
	OR	OSMUNDA REGALIS, ROYAL FERN, #1 GAL, 3' OC (10% OF TOTAL)	Y	3'	EA	185	$ 5.00	$ 925.00
	PN	PSYCHOTRIA NERVOSA, WILD COFFEE, #1 GAL, 3' OC (5% OF TOTAL)	Y	4'	EA	92	$ 5.00	$ 460.00
580-1-1		LANDSCAPE COMPLETE - SMALL PLANTS (UPLAND SHRUBS)			LS			$ 117,252.00
	CID	CHRYSOBALANUS ICACO 'HORIZONTALIS', DWARF COCOPLUM, #3 GAL, 1.5'x 1.5', 30" OC	Y	2'	EA	621	$ 13.00	$ 8,073.00
	EL	ERNODEA LITTORALIS, BEACH CREEPER, LINERS, 9" OC	N	1.5'	EA	60,676	$ 1.75	$ 106,183.00
	MUH	MUHLENBERGIA CAPILLARIS, MUHLY GRASS, #3 GAL, 1.5'x 1', 30" OC	Y	3'	EA	214	$ 14.00	$ 2,996.00
580-1-2		LANDSCAPE COMPLETE - LARGE PLANTS			LS			$ 83,925.00
	DR	DELONIX REGIA, ROYAL POINCIANA, 12'x 7', 3.5" CAL	N	40'	EA	1	$ 675.00	$ 675.00
	JB	JUNIPERUS VIRGINIANA SILICICOLA 'BRODIE', SOUTHERN RED CEDAR, 10'x 5'	Y	30' (NF)	EA	116	$ 375.00	$ 43,500.00
	LS	LAGERSTROEMIA SPECIOSA, QUEEN'S CREPE MYRTLE, 12' OA x 6' SPRD, LIMB UP 5'	N	25'	EA	21	$ 500.00	$ 10,500.00
	PE	PINUS ELLIOTII VAR. DENSA, S. FL. SLASH PINE, 12' OA x 5' SPRD, 3.5" CAL.	Y	50' (NF)	EA	41	$ 450.00	$ 18,450.00
	PEA	PTYCHOSPERMA ELEGANS, SOLITAIRE PALM, 10'-16' CT (STAGGER), SINGLE	N	25'	EA	24	$ 450.00	$ 10,800.00
		2-YEAR LANDSCAPE MAINTENANCE, INCLUDES INVASIVE PLANT CONTROL (12% FIRST YEAR AND 8% SECOND YEAR OF LANDSCAPE & SC&G COST)			LS	1		$ 107,513.92
590-70-5		INTERCHANGE HAND WATERING			LS	1	$ 52,500.00	$ 52,500.00

SC&G LUMP SUM COST	$ 191,219.00
NEW LANDSCAPE (INCLUDES SOD)	$ 346,350.62
2 YEAR MAINTENANCE COST	$ 107,513.92
IRRIGATION AND WATERING COSTS	$ 52,500.00
POND AND HARDSCAPE COST	$ 558,760.63
MISC. ANCILLARY COST	$ 407,357.12
TOTAL PROJECT COST	$ 1,663,701.29
TOTAL PROJECT BUDGET (PROGRAMMED)	$ 1,663,783.00
DIFFERENCE	$ 81.71

I-95/DONALD ROSS RD INTERCHANGE - LUMP SUM PROJECT COST ESTIMATE (MOA AREAS ONLY)

FPI# 449255-1-52-01, CH# 22-0121 BG10

LAST UPDATE: 11/14/2023

PAY ITEM NO.	SYMBOL	DESCRIPTION	NATIVE	MAX. MAINT. SIZE	UNIT	TOTAL QUANTITY	INSTALLED PLANT COST	SUB TOTAL
999-2		LUMP SUM CONTRACT			LS	1	$ 1,663,783.00	$ 1,663,783.00
110-2-2		SELECTIVE CLEARING AND GRUBBING, AREAS WITH TREES TO REMAIN (4.88 AC, INCLUDES CONSTRUCTION PHASE ONLY) - SEE SC&G LUMP SUM COST ESTIMATE			LS/AC	1	$ 86,880.00	$ 86,880.00
570-1-2	SOD1	PERFORMANCE TURF, SOD (PASPALUM NOTATUM - BAHIA SOD)			SY	10,200	$ 4.23	$ 43,146.00
580-1-1		ORGANIC SOIL (TO AMEND EXISTING)			CY	67	$ 26.00	$ 1,742.00
580-1-1		LANDSCAPE COMPLETE - SMALL PLANTS (AQUATICS / DRY POND BOTTOM)			LS			$ 40,540.00
	LIT1	LITTORAL PLANTINGS AROUND POND			SF	24,943		
	PC	PONTEDERIA CORDATA, PICKEREL WEED, BARE ROOT, MIN. 12" OC	Y	2' (NF)	EA	12,200	$ 1.50	$ 18,300.00
	CF	CANNA FLACCIDA, YELLOW CANNA, BARE ROOT, MIN. 12" OC	Y	2.5' (NF)	EA	980	$ 1.50	$ 1,470.00
	EC	ELEOCHARIS CELLULOSA, SPIKERUSH, BARE ROOT, MIN. 12" OC	Y	2.5' (NF)	EA	1,490	$ 1.50	$ 2,235.00
	AD	ACROSTICHUM DANAEFOLIUM, LEATHER FERN, #3 GAL (SPACING AS SHOWN)	Y	5' (NF)	EA	36	$ 20.00	$ 720.00
	LIT2	DRY POND BOTTOM PLANTINGS TO FILL SCRAPE DOWN AREAS			SF	66,261		
	SL	SAGITTARIA LANCELEAF, LANCELEAF SAGITTARIA, BARE ROOT, 24" OC, (67,099SF)	Y	3' (NF)	EA	10,000	$ 0.90	$ 9,000.00
	CL	COREOPSIS LEAVENWORTHII, TICKSEED, 2" LINER, 12"-24" OC	Y	2' (NF)	EA	2,000	$ 1.20	$ 2,400.00
	UP1	UPLAND UNDERSTORY PLANTINGS ON TREE MOUNDS			SF	15,950		
	NE1	NEPHROLEPIS EXALTATA, BOSTON FERN, #1 GAL, 3' OC (75% OF TOTAL)	Y	2'	EA	962	$ 5.00	$ 4,810.00
	OC	OSMUNDA CINNAMOMEA, CINNAMON FERN, #1 GAL, 3' OC (10% OF TOTAL)	Y	3'	EA	129	$ 5.00	$ 645.00
	OR	OSMUNDA REGALIS, ROYAL FERN, #1 GAL, 3' OC (10% OF TOTAL)	Y	3'	EA	129	$ 5.00	$ 645.00
	PN	PSYCHOTRIA NERVOSA, WILD COFFEE, #1 GAL, 3' OC (5% OF TOTAL)	Y	4'	EA	63	$ 5.00	$ 315.00
580-1-1		LANDSCAPE COMPLETE - SMALL PLANTS (UPLAND SHRUBS)			LS			$ 62,516.50
	CID	CHRYSOBALANUS ICACO 'HORIZONTALIS', DWARF COCOPLUM, #3 GAL, 1.5'x 1.5', 30" OC	Y	2'	EA	221	$ 13.00	$ 2,873.00
	EL	ERNODEA LITTORALIS, BEACH CREEPER, LINERS, 9" OC	N	1.5'	EA	32,370	$ 1.75	$ 56,647.50
	MUH	MUHLENBERGIA CAPILLARIS, MUHLY GRASS, #3 GAL, 1.5'x 1', 30" OC	Y	3'	EA	214	$ 14.00	$ 2,996.00
580-1-2		LANDSCAPE COMPLETE - LARGE PLANTS			LS			$ 48,350.00
	JB	JUNIPERUS VIRGINIANA SILICICOLA 'BRODIE', SOUTHERN RED CEDAR, 10'x 5'	Y	30' (NF)	EA	52	$ 375.00	$ 19,500.00
	LS	LAGERSTROEMIA SPECIOSA, QUEEN'S CREPE MYRTLE, 12' OA x 6' SPRD, LIMB UP 5'	N	25'	EA	10	$ 500.00	$ 5,000.00
	PE	PINUS ELLIOTII VAR. DENSA, S. FL. SLASH PINE, 12' OA x 5' SPRD, 3.5" CAL.	Y	50' (NF)	EA	41	$ 450.00	$ 18,450.00
	PEA	PTYCHOSPERMA ELEGANS, SOLITAIRE PALM, MIN 10' CT, SINGLE, MAX 4" CAL, MATCHED	N	25'	EA	12	$ 450.00	$ 5,400.00

NOTE: COST ESTIMATE PROVIDED FOR REFERENCE ONLY. MAINTENANCE RESPONSIBILITIES FOR THE TOWN OF JUPITER CONSISTS ONLY OF INVASIVE EXOTIC AND SOME NATIVE VEGETATION REMOVAL

SC&G LUMP SUM COST	$ 86,880.00
NEW LANDSCAPE (INCLUDES SOD)	$ 194,552.50
MISC. ANCILLARY COST	$ 1,742.00
TOTAL PROJECT COST	$ 283,174.50

I-95/DONALD ROSS RD INTERCHANGE - SELECTIVE CLEARING & GRUBBING COST BREAKDOWN (MOA AREAS ONLY)

FPI# 449255-1-52-01, CH# 22-0121 BG10 LAST UPDATE: 11/14/2023

*PAY ITEM NO.	DESCRIPTION	REMARKS	NATIVE / STATUS	UNIT	QTY	UNIT COST	SUB TOTAL
110-2-2	**SELECTIVE CLEARING & GRUBBING (REMOVAL, PRUNING)**	INCLUDES CONSTRUCTION PHASE ONLY (TOTAL COST)		LS/AC	1	$ 86,880.00	**$ 86,880.00**
	MISC. ITEMS			**LS**		**TOTAL COST**	**$ 11,339.00**
	GRIND HARDWOOD MULCH TO 2.5" FROM 6" & SPREAD IN AREAS AS DIRECTED	COULD SPREAD IN UPLAND LAYERS AS MULCH OR DISCARD OFFSITE		CY	479	$ 6.00	$ 2,874.00
	COMPOST & RESPREAD SOIL FROM POND BOTTOM SCRAPE DOWN	COULD SPREAD IN UPLAND LAYERS AS MULCH, REUSE AS TOPSOIL/ORGANIC FOR LITTORAL OR SOD AREAS, OR DISCARD OFFSITE		CY	464	$ 10.00	$ 4,640.00
	FERTILIZE (19) THATCH, (12) BISMARCK & (20) MONTGOMERY PALMS	INCLUDES CONSTRUCTION PHASE ONLY - (51 X 3 APPLICATIONS, EVERY 3 MONTHS)		EA	153	$ 25.00	$ 3,825.00
	VEGETATION TO BE REMOVED (MECHANICALLY)	**CLEAR, GRIND (TO 2.5"), AND SPREAD CHIPS THROUGHOUT SITE (SEE NOTES), ALL WORK WILL BE DONE WITH HEAVY EQUIPMENT EXCEPT WITHIN THE DRIPLINES OF TREES TO REMIN, WHICH WILL BE DONE BY HAND**		**LS**		**TOTAL COST**	**$ 35,285.00**
	Pinus elliottii densa - Slash Pine (misc small declining/dead ones)	To thin groupings (SEE PLAN)	Y	EA	14	$ 40.00	$ 560.00
	Bursera simaruba - Gumbo Limbo	See plan (2 are within CU removal area on Slope, other 2 need to have stumps ground)	Y	EA	3	$ 400.00	$ 1,200.00
	Acacia auriculiformis - Earleaf Acacia	Primarily on Slopes, also misc seedlings around site (some hand work Req'd)	CAT#1 INVASIVE		(Included In Seagrape area below)	(Included In Seagrape area below)	(Included In Seagrape area below)
	Schinus terebinthifolius - Brazilian pepper						
	Cupaniopsis anacardioides - Carrotwood						
	Seagrape on Slopes (Includes misc. Trees, Coccoplum, Firebush, Fakatachee grass and other Cat #1 Exotics)	All Seagrape is on Slopes, (some hand work Req'd - 10% of total)	Y	AC	1.839	$ 15,000.00	$ 27,585.00
	Salix caroliniana - Carolina Willow	Within Pond Bottoms	Y	AC	0.396	$ 15,000.00	$ 5,940.00
	VEGETATION TO BE REMOVED (WITH HERBICIDES)	**HERBICIDE APPICATIONS (AS NEEDED-CONST. PHASE ONLY)**		**LS**		**TOTAL COST**	**$ 12,535.00**
	Primarily Torpedo Grass (also misc. Cat #1 Exotics)	- Area Includes, Ex. Pond Bottoms, New Ponds, Tree Mounds, Cap Rock areas	CAT#1 INVASIVE	AC	2.507	$ 5,000.00	$ 12,535.00
	PRUNING - SMALL PLANTS (SHRUBS TO REMAIN)	**PRUNING NOTES**		**LS**		**TOTAL COST**	**$ 1,776.00**
	Chrysobalanus icaco 'Red Tip' - Red Tip Cocoplum	REDUCE CANOPY - MINIMAL (NO SHEARS)	Y	AC	0.010	$ 3,000.00	$ 30.00
	Hamelia nodosa - Dwarf Firebush	REDUCE CANOPY - MINIMAL (NO SHEARS)	Y	AC	0.010	$ 3,000.00	$ 30.00
	Hamelia patens - Firebush	REDUCE CANOPY - MINIMAL (NO SHEARS)	Y	AC	0.010	$ 3,000.00	$ 30.00
	Capparis cynophallophora - Jamaica Caper	REDUCE CANOPY FROM APPROX. 8' OA TO 4' OA - (NO SHEARS)	Y	AC	0.052	$ 3,000.00	$ 156.00
	Myrica cerifera-Wax myrtle	REDUCE CANOPY - MINIMAL (NO SHEARS)	Y	AC	0.010	$ 3,000.00	$ 30.00
	Misc. Desirable vegetation to remain	CLEAN, REDUCE CANOPY - MINIMAL (NO SHEARS)	Y	AC	0.500	$ 3,000.00	$ 1,500.00
	PRUNING - LARGE PLANTS (TREES TO REMAIN)	**PRUNING NOTES (LEGEND: C = CLEAN, T =THIN, E=ELEVATE (FT.), R = REDUCE CANOPY (%)**		**LS**		**TOTAL COST**	**$ 25,945.00**
	Bismarckia nobilis 'Silver'-Silver Bismarck Palm	REMOVE DEAD FRONDS & SEED PODS + FERTILIZER ONLY	N	EA	12	$ 65.00	$ 780.00
	Bursera simaruba - Gumbo Limbo	C, T, R (15% MIMINAL)	Y	EA	15	$ 250.00	$ 3,750.00
	Delonix regia - Royal Poinciana	C, T, R (15% MIMINAL)	N	EA	5	$ 350.00	$ 1,750.00
	(Mature) Pinus elliotii densa - So. Florida Slash Pine	C, E (20-30'), T (MINIMAL, TO ALLOW VIEWS, REMOVE ALL VINES ALSO)	Y	EA	62	$ 80.00	$ 4,960.00
	(Small) Pinus elliotii densa - So. Florida Slash Pine	C, T (TO ALLOW VIEWS, MIMINAL)	Y	EA	44	$ 20.00	$ 880.00
	Quercus laurifolia - Laurel Oak	C, E (20'-30'), T (TO ALLOW VIEWS), R (30%-40%), REMOVE ALL VINES ALSO	Y	EA	11	$ 450.00	$ 4,950.00
	Quercus virginiana - Live Oak	C, E (8'-10'), T (TO ALLOW VIEWS), R (30%-40%)	Y	EA	17	$ 325.00	$ 5,525.00
	Sabal palmetto - Sabal Palmetto	CLEAN UP TRUNKS AND DEAD FRONDS - ONLY FOR EXISTING SABALS TO REMAIN ON NE SIDE SLOPE AND WITHIN ONE TREE MOUND ON WEST SIDE OF POND 'C'. ALL SABALS TO BE RELOCATED WILL BE HURRICANE CUT AND THIS IS INCLUDED IN RELOC. COST	Y	EA	40	$ 35.00	$ 1,400.00
	Taxodium Distichum - Bald Cypress	C, T, R (15% MIMINAL), REMOVE ALL VINES ALSO	Y	EA	25	$ 50.00	$ 1,250.00
	Veitchia montgomeryana-Montgomery Palm	REMOVE DEAD FRONDS & SEED PODS + FERTILIZER ONLY	N	EA	20	$ 35.00	$ 700.00

SECTION No.: **93220000**
FM No. (s): **449255-1-52-01**
COUNTY: **PALM BEACH**
S.R. No.: **SR 9**

EXHIBIT E

RESOLUTION

This Exhibit forms an integral part of the DISTRICT FOUR (4) LANDSCAPE MAINTENANCE MEMORANDUM OF AGREEMENT between the State of Florida Department of Transportation and the AGENCY.

Please see attached

TOWN OF JUPITER
Resolution 30-24, Authorization of Work Order No. 48 of Contract EPW2016-12D with Wantman Group, Inc.

DATE	February 20, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas Hernandez, Director of Engineering and Public Works
SUBJECT	Approval of Resolution 30-24 for the Authorization of Work Order No. 48. of Contractor EPW 2016-12D with Wantman Group, Inc. for the Jupiter Community and FIND Park Playground Improvements in an Amount Not to Exceed $65,730.03

EXECUTIVE SUMMARY

Town staff is providing Resolution 30-24 for consideration by Town Council for approval of Work Order No. 48 with Wantman Group, Inc. (Wantman) in an amount not to exceed $65,730.03 for the Jupiter Community and FIND Park Playground Improvements.

Work Order No. 48 provides design services for playground improvements in both Jupiter Community Park and FIND Park. The design services consist of but are not limited to survey, landscape architecture, and site civil design to support the playground improvements in Jupiter Community and FIND Park.

ANALYSIS

Wantman was awarded a continuing services contract, EPW 2016-12D, by the Town Council in April of 2016 and the contract was renewed for an additional five years starting in April of 2021. Town staff has determined that Wantman's staff and its subconsultants can provide the necessary professional services for the design work for the Jupiter Community and FIND Park Playground Improvements.

Approving Resolution 30-24 will authorize Work Order No. 48 of Contract EPW 2016-12D with Wantman Group, Inc. in an amount not to exceed $65,730.03 for the Jupiter Community and FIND Park Playground Improvements.

In the event the Town Council approves Resolution 30-24, the Director of Engineering and Public Works will be directed to execute the Work Order on its behalf.

STRATEGIC PRIORITY

● Unique, Small Town Feel

ATTACHMENTS

1. Resolution 30-24
2. Draft Work Order #48

FUNDING SOURCE

X	Approved in Budget	$1,634,914.62	Sources: Playground Restoration - 31032572-546005 - R2202
	Additional Funding Requested		Sources:

For more information or to request attachments, please contact Kali Beams at kalib@jupiter.fl.us or 561-741-2467.

RESOLUTION NO. 30-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING WORK ORDER NO. 48 OF CONTRACT EPW 2016-12D WITH WANTMAN GROUP, INC. FOR THE JUPITER COMMUNITY AND FIND PARK PLAYGROUND IMPROVEMENTS IN AN AMOUNT NOT TO EXCEED $65,730.03 AND TO AUTHORIZE THE DIRECTOR OF ENGINEERING AND PUBLIC WORKS TO EXECUTE THE WORK ORDER ON ITS BEHALF

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated in Chapter 166 Florida Statues and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town has an existing Continuing Services Consulting Contract, EPW 2016-12D, with Wantman Group, Inc.; and

WHEREAS, the Town's Engineering and Public Works Department requested a proposal for design services for Jupiter Community and FIND Park Playground Improvements; and

WHEREAS, the scope of work for the Jupiter Community and FIND Park Playground Improvements consists of but are not limited to survey, landscape architecture, and site civil design to support the Project; and

WHEREAS, based on the recommendation of Town Staff, Town Council has determined that Wantman Group, Inc. is qualified to provide the services sought by the Town pursuant to its request for a proposal; and

WHEREAS, the Town Council has determined that it should authorize Work Order No. 48 of Contract EPW 2016-12D, in an amount not to exceed $65,730.03 to the Wantman Group, Inc.; and

WHEREAS, the Town Community Investment Program has funds in its current fiscal year budget which are available for the funding of the Project.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Director of Engineering and Public Works is hereby authorized to execute the work order with the Wantman Group, Inc. in an amount not to exceed $65,730.03.

Section 3. This Resolution shall take effect immediately upon its execution.

February 20, 2024

Mr. Brett Oldford, P.E.
Wantman Group Inc.
3025 Vista Parkway
West Palm Beach, Florida 33411

RE: CONTRACT EPW 2016-12D; WORK ORDER NO. 48
JUPITER COMMUNITY AND FIND PARK PLAYGROUND IMPROVEMENTS

Dear Mr. Oldford:

In accordance with your proposal dated January 19, 2024 (attached), you are authorized to provide design services for the Jupiter Community and FIND Park Playground Improvements as follows:

Jupiter Community and FIND Park Playground Improvements	$ 65,730.03
Total:	**$ 65,730.03**

The work shall be performed as Work Order No. 48 to Contract EPW 2016-12D. All required services shall be performed in accordance with the terms and conditions of the subject contract for a cost not to exceed **Sixty-Five Thousand, Seven Hundred Thirty Dollars and Three Cents ($65,730.03).**

Please acknowledge your concurrence of the above by signing in the space provided and returning a signed, faxed copy to this office. Please mail the signed original to this office.

Approved By Direction:

_____
Thomas Hernandez
Director of Engineering and Public Works

Wantman Group, Inc.
Acknowledgment and Acceptance:

Signature: _____

Printed Name: _____

Date: _____

Title: _____

January 19, 2024

Revised February 5, 2024

Thomas Hernandez, PE
Director of Engineering & Public Works
Town of Jupiter
210 Military Trail
Jupiter, Florida 33458

thomash@jupiter.fl.us

Re: Contract EPW 2016-12D
Jupiter Community Park & FIND Park Playground Improvements

Dear Mr. Hernandez,

WGI, Inc. (WGI) is pleased to provide this proposal to the Town of Jupiter (CLIENT) for consultant design services. Our scope of services and corresponding fees are detailed below. In addition, it is agreed that WGI's services will be performed pursuant to WGI's Contract Terms and Conditions, associated with the original contract between WGI and CLIENT, dated April 5, 2016, and amended on March 16, 2021.

Scope of services

PROJECT UNDERSTANDING

The Town of Jupiter has requested design services for playground improvements in both Jupiter Community Park and FIND Park.

JUPITER COMMUNITY PARK

LANDSCAPE ARCHITECTURE SERVICES

I. Conceptual Design Phase **$3,455.94**

At the 30% submittal package level, WGI will prepare a conceptual package for review by the Town including the following:

1. Plan rendering of conceptual playground improvements;
2. Perspective rendering of playground improvements; and
3. Material / equipment sample board.

II. Landscape Architecture Design **$9,301.44**

1. Prepare demolition plan for existing playground;
2. Prepare hardscape plans including proposed playground equipment, shade sails and surface treatment;
3. Prepare hardscape details and specifications;
4. Prepare landscape plans to provide shade to the play zone;
5. Prepare landscape details and specifications;

6. Prepare irrigation plans to provide a bubbler zone for proposed trees within the play zone (60% and 100% submittal phases);
7. Prepare irrigation notes and details (60% and 100% submittal phases);
8. Prepare opinion of probable construction cost; and
9. Submit plans (60%, and 100% levels of completion) to CLIENT.

III. Landscape Architecture / PM Representation Services **Hourly, Not Exceed $2,880.96**

Attend meetings with design team members and CLIENT through the playground design and approval process, either in person or via teleconference. Estimated fee is based 16 hours.

CIVIL ENGINEERING SERVICES

I. Engineering Design Services **$5,982.06**

1. Prepare stormwater pollution prevention plans including details;
2. Design and prepare grading plans including details;
3. Prepare opinion of probable construction cost; and
4. Submit final engineering plans (60%, and 100% levels of completion) to CLIENT.

II. Regulatory Agency Permitting Services **$3,224.40**

WGI will prepare and submit permit applications along with the required associated design documents for the proposed improvements. All permit fees will be paid by the CLIENT. We anticipate submitting applications and documents to the following agencies:

1. Town of Jupiter Utilities Department– Water Distribution;
2. Town of Jupiter Engineering – Engineering Permit; and
3. Town of Jupiter Building Department.

III. Civil Engineering Representation Services **Hourly, Not Exceed $2,259.84**

Attend meetings with design team members and CLIENT through the design and approval process, either in person or via teleconference. Estimated fee is based 16 hours.

SURVEYING SERVICES

I. Topographic Survey **Lump Sum $6,763.38**

1. Prepare a Topographic Survey of the area as shown on the *"Jupiter Community Park.kmz"* file, and in accordance with Rule 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes.
2. Locate, check, and establish horizontal and vertical control.
3. The survey will consist of general ground elevation shots and breaks in grade with intervals not to exceed 25 feet.
4. The Survey will include:
    a. Visible and obtainable fixed improvements and utilities unless otherwise noted, including: buildings, fences, walls, pavement, driveways, curbing, sidewalks, signage, utility poles, and fixed playground equipment.
    b. Type and height of walls, fences;

c. Footprint of permanent structures;
d. Tree locations, vegetation, and landscaped areas; (Trees names will be common, to the best of our ability. For more specific classification consult an arborist)
e. Overhead wires (horizontal location only);
f. Traffic pavement striping;
g. Finished floor elevations;

5. The Topographic Survey will not include:
   a. Sub-surface designation or location of underground utilities;
   b. Invert elevations of sanitary and storm drainage manholes, culverts, catch basins, and outfalls;
   c. Storm and Sanitary Sewer inverts of recessed or debris filled structures;
   d. Sub-surface foundations of structures;
   e. Irrigation and landscape lighting;
   f. Overhead clearances (signal heads, wires, roofs, overhangs, walkways, etc.);
   g. Temporary features such as a trailers, movable barriers/fences, solar lighting, etc.
6. Process, check and review field information.
7. Prepare Topographic Survey.
8. Final review and signature by Professional Surveyor & Mapper.

II. Title Review, Representation, and Revisions (if needed) Hourly

1. Review title work as provided by the CLIENT and/or title company and incorporate Schedule B-II (Exceptions) into survey. Research and/or abstracting for title or encumbrances will not be performed by WGI.
2. Plot easements and encumbrances from title work on survey and label accordingly.
3. Address comments from Client, Client's representatives, agencies and/or municipalities.
4. Attend meeting(s) with Client, Client's representatives, agencies and/or municipalities (if requested).

III. Deliverables

1. Topographic Survey – AutoCad .dwg file only, no signed and sealed PDF file;

Survey Notes

1. Revisions or updates to survey requested by Client, Client's representatives, agencies and/or municipalities will be performed at hourly rates.
2. Client to provide to WGI copies of any existing records such as: surveys, site plans, engineering drawings, GIS databases, utility atlas, or any other documents that would assist in the preparation of this survey.
3. Access to the subject project shall be granted upon prior notice if restricted, gated, and/or locked. In the event that the surveyor is not allowed on site to perform the above survey services after access has been coordinated, the CLIENT shall be invoiced at the hourly rates quoted on WGI's current fee schedule.
4. Research and/or abstracting for title or encumbrances will not be performed by WGI.
5. This proposal does not include any sketch and legal descriptions for easements, abandonments, dedications, preserves, or other areas.

6. Permits and permit fees, if needed, are not included and are the responsibility of the CLIENT.
7. Traffic control, lane closures, off duty police are not included.
8. The location of storm and sanitary structures are only verified at the manhole or catch basin structure. Additional underground mapping/locating of storm or sanitary pipes if any, will require a supplemental work order.
9. Horizontal and/or Vertical Datums specific to the project shall be conveyed to WGI prior to the notice to proceed.

FIND PARK

LANDSCAPE ARCHITECTURE SERVICES

I. Conceptual Design Phase **$3,455.94**

At the 30% submittal package level, WGI will prepare a conceptual package for review by the Town including the following:

1. Plan rendering of conceptual playground improvements;
2. Perspective rendering of playground improvements; and
3. Material / equipment sample board.

II. Landscape Architecture Design **$9,301.44**

1. Prepare demolition plan for existing playground;
2. Prepare hardscape plans including proposed playground equipment, shade sails and surface treatment;
3. Prepare hardscape details and specifications;
4. Prepare landscape plans to provide shade to the play zone;
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6. Prepare irrigation plans to provide a bubbler zone for proposed trees within the play zone (60% and 100% submittal phases);
7. Prepare irrigation notes and details (60% and 100% submittal phases);
8. Prepare opinion of probable construction cost; and
9. Submit plans (30%, 60%, and 100% levels of completion) to CLIENT.

III. Landscape Architecture / PM Representation Services **Hourly, Not Exceed $2,880.96**

Attend meetings with design team members and CLIENT through the playground design and approval process, either in person or via teleconference. Estimated fee is based 16 hours.

CIVIL ENGINEERING SERVICES

I. Engineering Design Services **$5,982.06**

5. Prepare stormwater pollution prevention plans including details;
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II. Regulatory Agency Permitting Services **$3,224.40**

WGI will prepare and submit permit applications along with the required associated design documents for the proposed improvements. All permit fees will be paid by the CLIENT. We anticipate submitting applications and documents to the following agencies:

4. Town of Jupiter Utilities Department– Water Distribution;
5. Town of Jupiter Engineering – Engineering Permit; and
6. Town of Jupiter Building Department.

III. Civil Engineering Representation Services **Hourly, Not Exceed $2,259.84**

Attend meetings with design team members and CLIENT through the design and approval process, either in person or via teleconference. Estimated fee is based 16 hours.

SURVEYING SERVICES

I. Topographic Survey **Lump Sum $4,757.38**

1. Prepare a Topographic Survey of the area as shown on the *"FIND Park.kmz"* file, and in accordance with Rule 5J-17 of the Florida Administrative Code, pursuant to Chapter 472.027 of the Florida Statutes.
2. Locate, check, and establish horizontal and vertical control.
3. The survey will consist of general ground elevation shots and breaks in grade with intervals not to exceed 25 feet.
4. The Survey will include:
    h. Visible and obtainable fixed improvements and utilities unless otherwise noted, including: buildings, fences, walls, pavement, driveways, curbing, sidewalks, signage, utility poles, and fixed playground equipment.
    i. Type and height of walls, fences;
    j. Footprint of permanent structures;
    k. Tree locations, vegetation, and landscaped areas; (Trees names will be common, to the best of our ability. For more specific classification consult an arborist)
    l. Overhead wires (horizontal location only);
    m. Traffic pavement striping;
    n. Finished floor elevations;
5. The Topographic Survey will not include:
    h. Sub-surface designation or location of underground utilities;
    i. Invert elevations of sanitary and storm drainage manholes, culverts, catch basins, and outfalls;
    j. Storm and Sanitary Sewer inverts of recessed or debris filled structures;
    k. Sub-surface foundations of structures;
    l. Irrigation and landscape lighting;
    m. Overhead clearances (signal heads, wires, roofs, overhangs, walkways, etc.);
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3. Access to the subject project shall be granted upon prior notice if restricted, gated, and/or locked. In the event that the surveyor is not allowed on site to perform the above survey services after access has been coordinated, the CLIENT shall be invoiced at the hourly rates quoted on WGI's current fee schedule.
4. Research and/or abstracting for title or encumbrances will not be performed by WGI.
5. This proposal does not include any sketch and legal descriptions for easements, abandonments, dedications, preserves, or other areas.
6. Permits and permit fees, if needed, are not included and are the responsibility of the CLIENT.
7. Traffic control, lane closures, off duty police are not included.
8. The location of storm and sanitary structures are only verified at the manhole or catch basin structure. Additional underground mapping/locating of storm or sanitary pipes if any, will require a supplemental work order.
9. Horizontal and/or Vertical Datums specific to the project shall be conveyed to WGI prior to the notice to proceed.

BASIS OF THIS PROPOSAL

This proposal is based on the following:

1. WGI shall be entitled to rely on the completeness and accuracy of all information provided by CLIENT. Information requested by WGI during the project will include, but may not be limited to, the building floor plans; plumbing, utilities, and roof drain plans; environmental assessments; geotechnical reports; and survey (with CAD file);
2. Civil engineering specifications and details will be included in the construction plans;
3. Scope of work does not include sanitary sewer improvements;
4. Scope of work does not include water main improvements;
5. It is anticipated drainage improvements for both parks is not required;
6. It is anticipated drainage permitting with South Florida Water Management District is not required;
7. Limited coordination will be provided with electric purveyor. WGI will exchange drawings with these utilities for coordination purposes and to incorporate their existing and proposed features into our plans for conflict resolution and informational purposes;
8. Site lighting for drives, parking, walkways, or other areas is not included.
9. The project will be designed and permitted under one phase; and
10. Scope of work does not include structural drawing for playground equipment or shade sails, and construction phase services.

INFORMATION REQUIRED

The following additional information will be required to begin design services on this project:

1. Payment of permit application fees

Any additional optional services requested by CLIENT will be provided in accordance with WGI's current hourly fee schedule in effect at the time of service, or a fixed fee to be negotiated once a scope of service is defined.

We appreciate the opportunity to be of service to Town of Jupiter. Please note that the Contract Terms and Conditions are an integral part of this contract, are hereby incorporated by reference, and are controlling unless both parties expressly waive them in writing prior to commencement of work.

Respectfully submitted,
WGI, Inc.

Jason Mihalovits, PLA
Director, Landscape Architecture

Town of Jupiter												
Jupiter Community Park and FIND Park												
By:	Jason Mihalovits, PLA											
		$ 180.06	$ 120.45	$ 144.18	$ 91.50	$149.70	$ 78.75	$180.00	$ 210.00			
	TASK DESCRIPTION	**Project Manager**	**Senior Landscape Architect**	**Senior Irrigation Designer**	**Senior CADD Techician**	**Senior Surveyor**	**Survey Technician**	**3 Person Survey Crew**	**4 Person Survey Crew**	**Expenses**	**FEE**	**TOTAL**
JUPITER COMMUNITY PARK												
Task 1	**LA Rep Services**											
1	Attend project meetings	16	0							0	2,880.96	2,880.96
	SUBTOTAL HOURS	16	0	0	0	0	0	0	0			
	SUBTOTAL FEE	$ 2,880.96	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2,880.96	**2,880.96**
Task 2	**Conceptual Design**											
1	Plan rendering (Optional)	4			8						1,452.24	1,452.24
2	Perspective rendering (Optional)		6		12						1,820.70	1,820.70
3	Sample Board (Optional)				2						183.00	183.00
	SUBTOTAL HOURS	4	6	0	22	0	0	0	0			
	SUBTOTAL FEE	$ 720.24	$ 722.70	$ -	$ 2,013.00	$ -	$ -	$ -	$ -	$ -	3,455.94	**3,455.94**
Task 3	**Landscape Architecture Design**											
1	Demolition plan	2			8					0	1,092.12	1,092.12
2	Hardscape Plan	4			12					0	1,818.24	1,818.24
3	Hardscape Details	4			8					0	1,452.24	1,452.24
4	Landscape Plan	4			8						1,452.24	1,452.24
5	Landscape Details	1			1						271.56	271.56
6	Irrigation Plan			6							865.08	865.08
7	Irrigation Details			2							288.36	288.36
8	Cost Estimate and updates		4								481.80	481.80
9	Plan submittals updates (60/100 phase submittals)		4		12						1,579.80	1,579.80
	SUBTOTAL HOURS	15	8	8	49	0	0	0	0			
	SUBTOTAL FEE	$ 2,700.90	$ 963.60	$ 1,153.44	$ 4,483.50	$ -	$ -	$ -	$ -	$ -	9,301.44	**9,301.44**
FIND PARK												
Task 1	**LA Rep Services**											
1	Attend project meetings	16	0							0	2,880.96	2,880.96
	SUBTOTAL HOURS	16	0	0	0	0	0	0	0			
	SUBTOTAL FEE	$ 2,880.96	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	2,880.96	**2,880.96**
Task 2	**Conceptual Design**											
1	Plan rendering (Optional)	4			8						1,452.24	1,452.24
2	Perspective rendering (Optional)		6		12						1,820.70	1,820.70
3	Sample Board (Optional)				2						183.00	183.00
	SUBTOTAL HOURS	4	6	0	22	0	0	0	0			
	SUBTOTAL FEE	$ 720.24	$ 722.70	$ -	$ 2,013.00	$ -	$ -	$ -	$ -	$ -	3,455.94	**3,455.94**
Task 3	**Landscape Architecture Design**											
1	Demolition plan	2			8					0	1,092.12	1,092.12
2	Hardscape Plan	4			12					0	1,818.24	1,818.24
3	Hardscape Details	4			8					0	1,452.24	1,452.24
4	Landscape Plan	4			8						1,452.24	1,452.24
5	Landscape Details	1			1						271.56	271.56
6	Irrigation Plan			6							865.08	865.08
7	Irrigation Details			2							288.36	288.36
8	Cost Estimate and updates		4								481.80	481.80
9	Plan submittals updates (60/100 phase submittals)		4		12						1,579.80	1,579.80
	SUBTOTAL HOURS	15	8	8	49	0	0	0	0			
	SUBTOTAL FEE	$ 2,700.90	$ 963.60	$ 1,153.44	$ 4,483.50	$ -	$ -	$ -	$ -	$ -	9,301.44	**9,301.44**
Grand Total												31,276.68

Town of Jupiter							
Jupiter Community Park and FIND Park							
By:	Chris Holmes, PE						
		$ 180.06	$ 141.24	$ 90.60	$ 91.50		
	TASK DESCRIPTION	**Project Manager**	**Senior Engineer (PE)**	**Senior Designer**	**Senior CADD Techician**	**Expenses**	**FEE**	**TOTAL**
JUPITER COMMUNITY PARK								
Task 1	**Civil Eng Rep Services**							
1	Attend project meetings		16			0	2,259.84	2,259.84
	SUBTOTAL HOURS	0	16	0	0			
	SUBTOTAL FEE	0.00	2,259.84	0.00	0.00	0.00	2,259.84	**2,259.84**
Task 2	**Civil Engineering Design**							
1	Prepare SWPP	2	4	2	2	0	$ 1,289.28	$ 1,289.28
2	Prepare grading plan	2	4	4	2	0	$ 1,470.48	$ 1,470.48
3	Cost Estimate	2	4	3	2	0	$ 1,379.88	$ 1,379.88
4	Plan submittals	3	6	3	2	0	$ 1,842.42	$ 1,842.42
	SUBTOTAL HOURS	9	18	12	8			
	SUBTOTAL FEE	$1,620.54	$2,542.32	$1,087.20	$732.00	$ -	$ 5,982.06	**$ 5,982.06**
Task 4	**Regulatory Agency Permitting**							
1	TOJ Utilities		4	8		0	$ 1,289.76	$ 1,289.76
2	TOJ Engineering		4	8		0	$ 1,289.76	$ 1,289.76
3	TOJ Building		2	4		0	$ 644.88	$ 644.88
	SUBTOTAL HOURS	0	10	20	0			
	SUBTOTAL FEE	$ -	$ 1,412.40	$ 1,812.00	$ -	$ -	$ 3,224.40	**$ 3,224.40**
FIND PARK								
Task 1	**Civil Eng Rep Services**							
1	Attend project meetings		16			0	$ 2,259.84	$ 2,259.84
	SUBTOTAL HOURS	0	16	0	0			
	SUBTOTAL FEE	$ -	$ 2,259.84	$ -	$ -	$ -	$ 2,259.84	**$ 2,259.84**
Task 2	**Civil Engineering Design**							
1	Prepare SWPP	2	4	2	2	0	$ 1,289.28	$ 1,289.28
2	Prepare grading plan	2	4	4	2	0	$ 1,470.48	$ 1,470.48
3	Cost Estimate	2	4	3	2	0	$ 1,379.88	$ 1,379.88
4	Plan submittals	3	6	3	2	0	$ 1,842.42	$ 1,842.42
	SUBTOTAL HOURS	9	18	12	8			
	SUBTOTAL FEE	$1,620.54	$2,542.32	$1,087.20	$732.00	$ -	$ 5,982.06	**$ 5,982.06**
Task 4	**Regulatory Agency Permitting**							
1	TOJ Utilities		4	8		0	$ 1,289.76	$ 1,289.76
2	TOJ Engineering		4	8		0	$ 1,289.76	$ 1,289.76
3	TOJ Building		2	4		0	$ 644.88	$ 644.88
	SUBTOTAL HOURS	0	10	20	0			
	SUBTOTAL FEE	$ -	$ 1,412.40	$ 1,812.00	$ -	$ -	$ 3,224.40	**$ 3,224.40**
Grand Total								$ 22,932.60

Project: Jupiter Community Park and FIND Park, Jupiter, FL
WGI Project No.: TBD
Date: 2/5/2024
Prepared by: ERM

Topographic Survey	Project Manager	Senior Surveyor	Surveyor / Mapper	Associate Surveyor	Senior Admin. Asst.	2 Man Field Crew	3 Man Field Crew	4 Man Field Crew	3 Man SUE Crew	Subsurface Utility Engineer (PE)	Sr. Utility Coord.	Totals
	$ 180.06	$ 149.70	$ 120.54	$ 86.25	$ 70.50	$ 140.00	$ 180.00	$ 210.00	$ 200.00	$ 121.80	$ 150.00	
Topographic Survey - Above ground improvements only	**5**	**11**	**0**	**31**	**0**	**0**	**35**	**0**	**0**	**0**	**0**	**$ 11,520.75**
FIND Park	2	5		11			15					$ 4,757.37
Jupiter Community Park	3	6		20			20					$ 6,763.38
												$ -
Expenses	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
												$ -
												$ -
												$ -
												$ -
												$ -
												$ -
												$ -
Next	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
												$ -
												$ -
												$ -
												$ -
												$ -
												$ -
Next	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**0**	**$ -**
												$ -
												$ -
												$ -
												$ -
												$ -
												$ -
												$ -
												$ -
												$ -
Totals	5	11	0	31	0	0	35	0	0	0	0	
												$ 11,520.75
	$ 900.30	$ 1,646.70	$ -	$ 2,673.75	$ -	$ -	$ 6,300.00	$ -	$ -	$ -	$ -	

TOWN OF JUPITER
Resolution 31-24, Authorization of Work Order No. 6 of contract EPW 2016-12 C with Stanley Consultants, Inc.

DATE	February 20, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	Thomas Hernandez, Director of Engineering and Public Works
SUBJECT	Approval of Resolution 31-24 for the Authorization of Work Order No. 6 of Contract EPW 2016-12 C with Stanley Consultants, Inc. for the Design of Intersection Improvements at Toney Penna Drive and Bush Road in an amount not to exceed $158,706.40

EXECUTIVE SUMMARY
Town staff is providing Resolution 31-24 for consideration by Town Council for approval of Work Order No. 6 to EPW 2016-12C with Stanley Consultants, Inc. (Stanley) in an amount not to exceed $158,706.40 for the Design of Intersection Improvements at Toney Penna Dr and Bush Rd.

Work Order No. 6 authorizes Stanley to complete the necessary engineering design, construction plans, and preliminary cost estimate for intersection improvements at Toney Penna Drive and Bush Road.

Currently, during the afternoon peak period, eastbound through traffic on Toney Penna Drive is often observed queuing behind the left-turning traffic onto Bush Road. Southbound left-turning traffic out of Bush Road also experiences significant delays. This project aims to address these issues and enhance the operational efficiency of the intersection by:

1. Constructing an exclusive eastbound left-turn lane on Toney Penna Drive;
2. Constructing a bypass through-lane on Toney Penna Drive;
3. Constructing an exclusive left-turn lane on the southbound approach on Bush Road; and
4. Constructing an exclusive receiving lane on the eastern side of the intersection to facilitate left-turning traffic out of Bush Road and merging with eastbound through traffic on Toney Penna Drive.

Additional improvements include an 8' sidewalk on the north side of Toney Penna Drive, a crosswalk, and required modifications to the drainage system between the Jupiter Village Park entrance and the Timberwalk community driveway.

The scope of services and the cost breakdown of the lump sum work order are provided herein for reference.

ANALYSIS

Stanley was awarded a continuing services contract, EPW 2016-12C, by the Town Council in April of 2016 and the contract was renewed for an additional five years starting in April of 2021. Staff has determined that Stanley's and its subconsultants can provide the necessary professional services for the Intersection Improvements at Toney Penna Dr and Bush Rd.

The proposed project will decrease the delay at the intersection and improve level of service on the side street (Bush Road) from LOS F to LOS C during the afternoon peak hours.

Approving Resolution 31-24 will authorize Work Order No.6 with Stanley Consultants, Inc. in an amount not to exceed $158,706.40 for the Design of Intersection Improvements at Toney Penna Drive and Bush Road.

In the event the Town Council approves Resolution 31-24, the Director of Engineering and Public Works will be directed to execute the Work Order on its behalf.

STRATEGIC PRIORITY

● Mobility

ATTACHMENTS

1. Resolution 31-24
2. Draft Work Order #6

FUNDING SOURCE

X	Approved in Budget	$60,950.00 $97,756.40	Sources: TPD & Bush Rd Intersection Improvements, 31031041-563000 - E2304 Traffic Mgmt & Safety Improvements, 31031041-553005 - E1402
	Additional Funding Requested		Sources:

For more information or to request attachments, please contact Kali Beams at kalib@jupiter.fl.us or 561-741-2467.

RESOLUTION NO. 31-24

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AUTHORIZING WORK ORDER NO.6 OF CONTRACT EPW 2016-12 C WITH STANLEY CONSULTANTS, INC. FOR THE DESIGN OF INTERSECTION IMPROVEMENTS AT TONEY PENNA DRIVE AND BUSH ROAD IN AN AMOUNT NOT TO EXCEED $158,706.40 AND TO AUTHORIZE THE DIRECTOR OF ENGINEERING AND PUBLIC WORKS TO EXECUTE THE WORK ORDER ON ITS BEHALF

WHEREAS, the Town of Jupiter (Town) is a municipality with those powers and responsibilities enumerated in Chapter 166 Florida Statues and the Florida Constitution; and

WHEREAS, the Town is empowered to enter into contractual arrangements with public agencies, private corporations or other persons; and

WHEREAS, the Town has an existing Continuing Services Consulting Contract with Stanley Consultants, Inc.; and

WHEREAS, the Town's Engineering and Public Works Department requested a proposal from Stanley Consultants, Inc. in order to create a work order for design work for intersection improvements at Toney Penna Drive and Bush Road; and

WHEREAS, the proposed improvements will reduce the substantial queuing delay at Toney Penna Drive and Bush Road intersection; and

WHEREAS, the Town Council has determined that it should authorize Work Order No. 6 of Contract EPW 2016-12 C, in an amount not to exceed $158,706.40 to the Stanley Consultants, Inc.; and

WHEREAS, the Town Community Investment Program has sufficient funds in its current fiscal year budget available to fund the design of the Project.

NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA:

Section 1. The foregoing recitals are incorporated herein.

Section 2. The Director of Engineering and Public Works is hereby authorized to execute the work order with the Stanley Consultants, Inc. in an amount not to exceed $158,706.40.

Section 3. This Resolution shall take effect immediately upon its execution.

February 20, 2024

Roberto Jimenez, P.E.
Stanley Consultants, Inc.
1641 Worthington Road, Ste. 400
West Palm Beach, FL 33409

RE: CONTRACT EPW 2016-12C - WORK ORDER NO. 6
TONEY PENNA DR AND BUSH RD INTERSECTION

Dear Mr. Jimenez:

In accordance with your proposal dated January 18, 2024 (attached), you are authorized to provide professional consulting services related to the Toney Penna Dr and Bush Rd Intersection project as follows:

TONEY PENNA DR AND BUSH RD INTERSECTION IMPROVEMENTS	$158,706.40
Total:	$ 158,706.40

The work shall be performed as Work Order No. 6 to Contract EPW 2016-12C. All required services shall be performed in accordance with the terms and conditions of the subject contract for a cost not to exceed $158,706.40 (One Hundred Fifty-Eight Thousand, Seven Hundred Six Dollars and Forty Cents).

Please acknowledge your concurrence of the above by signing in the space provided and returning a signed, faxed copy to this office. Please mail the signed original to this office.

Approved by Direction:

_____
Thomas Hernandez, P.E.
Director of Engineering and Public Works

Stanley Consultants, Inc.
Acknowledgment and Acceptance:

Signature: _____

Printed Name: _____

Date: _____

Title: _____

Project Description

The purpose of this task work order is to develop a construction contract package for the Town of Jupiter pertaining to the intersection improvements project at the Toney Penna Dr and Bush Rd Intersection.

Toney Penna Dr and Bush Rd are two-lane undivided roadways owned and maintained by the Town of Jupiter. Toney Penna Dr is generally an east-west roadway with a 30 MPH posted speed. Bush Rd is a north-south roadway with a 25 MPH posted speed that intersects Toney Penna Dr at a "T" intersection, stop controlled for the SB approach only. There is a crosswalk on Toney Penna Dr west of the intersection and another one on Bush Rd. Jerry Thomas Elementary school is located about 1000 ft east of the intersection. Neither road approach has dedicated turn lanes, and Toney Penna Dr traffic does not stop as it moves through the intersection. These factors prompt the need for an intersection layout that improves safety and operations.

Background:

The Town of Jupiter completed a study which evaluated three intersection improvement alternatives:
1. Roundabout; 2. Signalized Intersection; and 3. Stop-controlled intersection with added capacity. Alternative 3 was selected as the preferred option. The proposed upgrades at this intersection will improve operations, capacity, safety, be contained within available R/W and complement the local neighborhood context of the area.

Scope of Services

The project scope consists of providing services required to prepare a complete set of construction plans for the intersection improvements and post design services during construction. The proposed intersection configuration includes modifications to all three approaches. The Bush Rd approach will include one NB lane and two SB lanes, a dedicated left turn lane and a dedicated right turn lane. The West Toney Penna Dr approach will include one WB lane and two EB lanes, a dedicated left turn lane and a free-flow through lane. The East Toney Penna Dr approach will include one WB right / through lane and two EB through lanes. The EB free-flow through lane will be separated from the intersection operations by a concrete separator to isolate that movement. Horizontal realignment and pavement widening is necessary to add the lanes. All proposed improvements are to be constructed within existing R/W. Post Design and Construction Engineering Inspection services during construction will be included as Optional Services.

Roadway:

The proposed improvements require pavement resurfacing, overbuild and widening. The Town's Minimum Pavement Structural Numbers for Residential and Collector Streets will be followed for the proposed pavement design. Stopping and intersection sight distance will be calculated to meet Florida Greenbook criteria. Horizontal road shifts meeting Florida Greenbook Merging Taper criteria will be followed to accommodate the traffic merge at transition areas. Anticipated project limits along Toney Penna Dr are from West of Jupiter Village Rd to the

Timberwalk development entrance. Bush Rd has multiple driveways near the intersection, therefore we propose starting the transition at the Owl Pointe driveway. Including all transitions, road work limits are anticipated to include approximately 1,400 ft along Toney Penna Dr and 250 ft along Bush Rd. Proposed improvements also include installing curb and gutter at returns, a new concrete separator, relocating sidewalks on the north side of Toney Penna Dr, and regrading the intersection.

Drainage:

Modification of the existing drainage system is anticipated to accommodate the proposed improvements. Existing ditch bottom inlets directly impacted by the widening will require adjustment or relocation. In addition, introducing curb and gutter at the returns will require installation of new curb inlets and pavement regrading to ensure proper conveyance of runoff to the new collection points.

Permitting:

Permitting activities start with a thorough research of existing permits and drainage patterns as needed to define the proposed permitting approach. An early meeting with South Florida Water Management District (SFWMD) will establish if modifying an existing Environmental Resource Permit (ERP) is possible or if a new permit is needed. Due to the increased impervious area, additional treatment and storage capacity may be required to meet permit conditions. Swale regrading will be the first approach, and if that yields insufficient capacity, the use of French Drain will be considered and coordinated with the Town.

Utility Investigation and Coordination

Anticipated Utility/Agency Owners (UAOs) in the area include AT&T, Comcast, FP&L (Distribution), Hotwire Communications, Town of Jupiter (Water and Stormwater), Loxahatchee River District (Sewer), Teco Peoples Gas, and Palm Beach County Stormwater. Two FPL poles are in direct conflict with the proposed improvements. Utility Coordination process will start with identifying potential utility impacts. This will require a preliminary roadway design layout, Utility Designates investigation, and records from UAOs with facilities in the area. The next step will be to confirm the exact location of identified conflicting underground utilities through Subsurface Utility Exploration (SUE). The final step is to coordinate needed adjustments and relocations with the UAOs.

Other Components:

Signing & Pavement Marking improvements within are proposed. Proper guidance is key for users to successfully navigate the new intersection configuration. MUTCD and Town of Jupiter Engineering Standard Details will be followed.

Survey:

The Town will provide initial design survey with R/W information. Additional Survey services, such as Utility Locates (SUE), and Project Control data is to be provided by the Stanley Team under the LS contract.

Schedule:

The project is funded for construction in FY 2025, which starts October 2024. Eight months from NTP are estimated for the Design and Permitting of the proposed improvements. A nine-month duration is estimated for construction activities.

Phase Reviews:

The Town of Jupiter will review phase submittals and provide comments in a timely manner. A two-week review period (10 business days) by the Town is anticipated for each phase submittal.

Criteria

Florida Greenbook, MUTCD and Town of Jupiter Engineering Standard Details.

Optional Services

- Post Design Services
- CEI Services
- Miscellaneous Structures (Special Foundation or Drainage Structure)
- Special Provisions and Technical Specifications
- French Drain Design

Deliverables

Set of Plans:

- Cover Sheet
- Tabulation of Quantities
- Typical Sections
- Summary of Drainage Structures
- General Notes
- Roadway Plans/Profile (11”x17” @1”= 40’ Scale)
- Drainage Structures
- Cross Sections
- Stormwater Pollution Prevention Plan
- Signing and Pavement Marking Plans

Documents:

- An Engineer’s Opinion of Probable Construction Cost Estimate (Provide by May 2024)
- Permits: SFWMD ERP Permit
- Special Provisions and Technical Specifications (Optional Services)
- Drainage Report (Supports ERP permit)

Design Files:

Zipped folder including the project’s CAD files in DWG format

Deliverable Schedule

Plans	**30%**	**60%**	**90% & Final**
Cover Sheet	X	X	X
Typical Sections	X	X	X
General Notes		X	X
Summary of Quantities			X
Summary of Drainage Structures		X	X
Construction Details		X	X
Plan (1” = 40’) / Profile Sheets	X	X	X
Cross Sections 50 ft intervals (+3 @ int)		X	X
Signing & Pavement Marking Plans		X	X
Stormwater Pollution Prevention Plan (SWPPP)		X	X
Documents	**30%**	**60%**	**90% & Final**
Engineer’s Opinion of Probable Construction Cost		X	X
Permits (SFWMD ERP)	Submittal	Response	Approved
Special Provisions and Technical Specifications (OS)			X

ESTIMATE OF WORK EFFORT AND COST - PRIME CONSULTANT

Name of Project: ***Toney Penna Dr and Bush Rd Intersection***

Client: Town of Jupiter
Consultant Name: Stanley Consultants, Inc.

Date: 1/18/2024
Estimator: RJ

Staff Classification	Total Staff Hours From "SH Summary - Firm"	Project Manager	Senior Engineer	Engineer	Senior Designer	Designer	SH By Activity	Salary Cost By Activity	Average Rate Per Task
		$201.90	$188.20	$140.30	$123.40	$116.80			
4. Roadway Analysis	306	15	46	153	61	31	306	$44,300	$144.77
5. Roadway Plans	193	0	19	77	39	58	193	$25,966	$134.54
6. Drainage Analysis	184	9	46	74	37	18	184	$27,525	$149.59
7. Utilities	104	10	26	0	47	21	104	$15,165	$145.82
8. Environmental Permits, Compliance & Clearances	114	11	46	34	0	23	114	$18,335	$160.83
19. Signing & Pavement Marking Analysis	84	4	13	25	17	25	84	$11,780	$140.23
20. Signing & Pavement Marking Plans	50	0	5	20	10	15	50	$6,733	$134.66
Total Staff Hours	1,035	49	201	383	211	191	1,035		
Total Staff Cost		$9,893.10	$37,828.20	$53,734.90	$26,037.40	$22,308.80		**$149,802.40**	**$144.74**

Check = $149,802.40

SALARY RELATED COSTS:	$149,802.40
SUBCONSULTANT SERVICES:	
Lidberg Land Surveying $750 / Locate - Assume 8 locate probes:	$6,000.00
Lidberg Land Surveying $2000 / Supplemental Survey - Assume 4 Drainage Structures:	$2,400.00
Profit Margin 6%	$504.00
SUBTOTAL LS TASK ESTIMATED FEE:	**$158,706.40**
TOTAL - TONEY PENNA DR AND BUSH RD INTERSECTION IMPROVEMENTS	**$158,706.40**

4. Roadway Analysis

Project Name. Toney Penna Dr and Bush Rd Intersection
Estimator: RJ

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
4.1	Typical Section Package	LS	1	0	0	N/A; No formal Typical Section Package Proposed.
4.2	Pavement Type Selection Report	LS	1	0	0	N/A
4.3	Pavement Design Package	LS	1	0	0	N/A. Use Town of Jupiter Minimum Pavement Structural Numbers for Residential and Collector Streets
4.4	Cross-Slope Correction	LS	1	0	0	N/A
4.5.1	Horizontal /Vertical Master Design Files	LS	1	124	124	Approx. 1,650 ft of new roadway.
4.5.2	Horizontal /Vertical Master Design Files (skeletal plans)	LS	1	0	0	N/A
4.6	Access Management	LS	1	0	0	N/A
4.7	Cross Section Design Files	LS	1	60	60	50 ft intervals + 3
4.8	Traffic Control Analysis	LS	1	0	0	N/A.
4.9	Master TCP Design Files	LS	1	0	0	N/A.
4.10	Design Variations and Exceptions	LS	1	0	0	N/A; No Design Variations Anticipated
4.11	Design Report	LS	1	0	0	N/A; No Design Report Proposed
4.12	Quantities	LS	1	40	40	Compute quantities
4.13	Cost Estimate	LS	1	12	12	3 cost estimates - 60%, 90% and Final. Includes cost estimate for roadway, drainage, and SPM.
4.14	Technical Special Provisions	LS	1	0	0	No TSP anticipated
4.15	Other Roadway Analysis	LS	1	0	0	

4. Roadway Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
	Roadway Analysis Technical Subtotal				**236**	
4.16	Field Reviews	LS	2	12	24	2 persons x 3 hrs ea (includes travel time) x 2 reviews
4.17	Technical Meetings	LS	1	16	16	Meetings are listed below
4.18	Quality Assurance/Quality Control	LS	%	5%	12	
4.19	Independent Peer Review	LS	%	0%	0	
4.20	Supervision	LS	%	5%	12	
	Roadway Analysis Nontechnical Subtotal				**64**	
4.21	Coordination	LS	%	2%	6	
	4. Roadway Analysis Total				**306**	

Technical Meetings					
Typical Section	EA	0	0	0	
Pavement	EA	0	0	0	
Access Management	EA	0	0	0	
15% Line and Grade	EA	0	0	0	
Driveways	EA	0	0	0	N/A
Local Governments (cities, counties, MPO)	EA	1	0	0	
Work Zone Traffic Control	EA	0	0	0	
30/60/90/100% Comment Review Meetings	EA	0	0	0	
Other Meetings	EA	0	0	0	
Subtotal Technical Meetings				**0**	
Progress Meetings	EA	4	4	16	Town of Jupiter - 2 people x 2 hrs (includes travel) for each meeting. Progress Meetings are for all three tasks and include roadway, drainage, utilities staff.
Phase Review Meetings	EA	0	0	0	
Total Meetings				**16**	

5. Roadway Plans

Project Name: Toney Penna Dr and Bush Rd Intersection
Estimator: RJ

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.1	Key Sheet		Sheet	1	4	1	4	
5.2	Summary of Pay Items Including Quantity Input		Sheet	1	16	1	16	
5.3	Drainage Map (Including Interchanges)		Sheet	0	0	0	0	N/A
5.4	Typical Section Sheets							
5.4.1	Typical Sections		EA	2	12		24	One on Toney Penna Dr and One on Bush Rd
5.4.2	Typical Section Details		EA	2	10		20	
5.5	General Notes/Pay Item Notes		Sheet	1	6	1	6	
5.6	Summary of Quantities		Sheet	1	8	1	8	Summary of Roadway Items pay items & quantities
5.7	Box Culvert Data Sheet		Sheet	0	0	0	0	
5.8	Bridge Hydraulics Recommendation Sheets		Sheet	0	0	0	0	N/A
5.9	Summary of Drainage Structures		Sheet	1	14	1	14	
5.10	Optional Pipe/Culvert Material		Sheet	0	0	0	0	N/A
5.11	Project Layout		Sheet	0	0	0	0	N/A
5.12	Plan/Profile Sheet		Sheet	4	12	4	48	
5.13	Profile Sheet		Sheet	0	0	0	0	N/A
5.14	Plan Sheet		Sheet	0	0	0	0	N/A - Plan & Profile sheets proposed
5.15	Special Profile		Sheet	0	0	0	0	N/A
5.16	Back-of-Sidewalk Profile Sheet		Sheet	0	0	0	0	N/A
5.17	Interchange Layout Sheet		Sheet	0	0	0	0	N/A
5.18	Ramp Terminal Details (Plan View)		Sheet	0	0	0	0	N/A

5. Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.19	Intersection Layout Details		Sheet	0	0	0	0	N/A
5.20	Special Details		EA	0	0		0	N/A
5.21	Drainage Structure Sheet (Per Structure)		EA	0	0		0	N/A
5.22	Miscellaneous Drainage Detail Sheets		Sheet	0	0	0	0	N/A
5.23	Lateral Ditch Plan/Profile		Sheet	0	0	0	0	N/A
5.24	Lateral Ditch Cross Sections		EA	0	0		0	N/A
5.25	Retention/Detention Ponds Detail Sheet		Sheet	0	0	0	0	N/A
5.26	Retention Pond Cross Sections		EA	0	0		0	N/A
5.27	Cross-Section Pattern Sheet		Sheet	0	0	0	0	N/A
5.28	Roadway Soil Survey Sheet		Sheet	0	1	0	0	Provided by Town if necessary
5.29	Cross Sections		EA	30	0.75		23	Approximately 1650 ft. = 30 cross sections.
5.30	Temporary Traffic Control Plan Sheets		Sheet	0	0	0	0	N/A; No Detailed TTCP Plans are proposed.
5.31	Temporary Traffic Control Cross Section Sheets		EA	0	0		0	N/A. New access road.
5.32	Temporary Traffic Control Detail Sheets		Sheet	0	0	0	0	N/A; New access road.
5.33	Utility Adjustment Sheets		Sheet	0	0	0	0	N/A. No utility adjustment sheets anticipated.
5.34	Selective Clearing and Grubbing		Sheet	0	0	0	0	N/A
5.35	Erosion Control Plan		Sheet	0	2	0	0	
5.36	SWPPP		Sheet	2	6	2	12	
5.37	Project Network Control Sheet		Sheet		1	0	0	Provided by Town to include in roadway plans.
5.38	Environmental Detail Sheets		LS	0	0		0	N/A
5.39	Utility Verification Sheet (SUE Data)		Sheet	0	0	0	0	Provided by SUB - Lidberg
Roadway Plans Technical Subtotal						**11**	**175**	

5. Roadway Plans

Task No.	Task	Scale	Units	No. of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
5.40	Quality Assurance/Quality Control		LS	%	5%		9	
5.41	Supervision		LS	%	5%		9	
5. Roadway Plans Total						**11**	**193**	

6. Drainage Analysis

Project Name: Toney Penna Dr and Bush Rd Intersection
Estimator: RJ

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
6.1	Determine Base Clearance Water Elevation	Per Basin	0	0	0	N/A
6.2	Pond Siting Analysis and Report	Per Basin	0	0	0	N/A
6.3	Design of Cross Drains	EA	2	8	16	
6.4	Design of Ditches	Per Ditch Mile	1	42	42	Roadside swales regrading for storage compensation
6.5	Design of Stormwater Management Facility (Offsite or Infield Pond)	EA	0	0	0	N/A
6.6	Design of Stormwater Management Facility (Roadside Ditch as Linear Pond)	Per Cell	0	0	0	N/A
6.7	Design of Flood Plain Compensation	Per Flood-plain Basin	0	0	0	N/A
6.8	Design of Storm Drains	EA	5	4	20	
6.9	Optional Culvert Material	LS	0	0	0	N/A
6.10	French Drain Systems	Per Cell	0		0	N/A
6.11	Drainage Wells	EA	0	0	0	N/A
6.12	Drainage Design Documentation Report	LS	1	50	50	Document will support the SFWMD ERP
6.13	Bridge Hydraulic Report	EA	0	0	0	N/A
6.14	Temporary Drainage Analysis	LS	1	0	0	N/A
6.15	Cost Estimate	LS	1	0	0	Accounted for in Task 4.13
6.16	Technical Special Provisions	LS	1	0	0	N/A
6.17	Other Drainage Analysis	LS	1	24	24	Impervious / Storage loss and required

6. Drainage Analysis

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
			Drainage Analysis Technical Subtotal		**152**	
6.18	Field Reviews	LS	1	4	4	2 persons x 4 hrs (includes travel time 1hr each way, 1 hr visit, 1 hr documentation of findings)
6.19	Technical Meetings	LS	1	8	8	Meetings are listed below
6.20	Quality Assurance/Quality Control	LS	%	5%	8	
6.21	Independent Peer Review	LS	%	0%	0	
6.22	Supervision	LS	%	5%	8	
			Drainage Analysis Nontechnical Subtotal		**28**	
6.23	Coordination	LS	%	2%	4	
			6. Drainage Analysis Total		**184**	

Technical Meetings				
Base Clearance Water Elevation	EA	0	0	0
Pond Siting	EA	0	0	0
Agency	EA	1	4	4
Local Governments (cities, counties)	EA	1	4	4
FDOT Drainage	EA	0	0	0
Other Meetings	EA	0	0	0
Subtotal Technical Meetings				**8**
Progress Meetings (if required by FDOT)	EA	0	0	0
Phase Review Meetings	EA	0	0	0
Total Meetings				**8**

Carries to 6.19

Project Name: Toney Penna Dr and Bush Rd Intersection
Estimator: RJ

Task No.	Task	Units	No of Units	Hours/ Unit	Total Hours	Comments
7.1	Kickoff Meeting	LS	1	0	0	
7.2	Identify Existing UAO(s)	LS	1	1	1	Obtain design ticket, confirm contact information
7.3	Make Utility Contacts	LS	1	7	7	1 hour per utility - estimated 7 utility owners - AT&T, Comcast, FP&L (Distribution), Hotwire Communications, Town of Jupiter (Water), Loxahatchee River District (Sewer) and Teco Peoples Gas
7.4	Exception Processing	LS	1	0	0	
7.5	Preliminary Utility Meeting	LS	1	0	0	
7.6	Individual/Field Meetings	LS	4	4	16	4 field meeting with UAOs; 2 person attendance
7.7	Collect and Review Plans and Data from UAO(s)	LS	8	1	8	Includes implementing markups in design file
7.8	Subordination of Easements Coordination	LS	1	0	0	
7.9	Utility Design Meeting	LS	1	16	16	Includes pre-meeting time, travel time to and from meeting, meeting duration, preparation of meeting minutes and meeting follow up (2hrs+1.5 hrs+2 hrs+1.5 hrs)x2ppl+1 hr+1 hr = 16 hrs)
7.10	Review Utility Markups & Work Schedules, and Processing of Schedules & Agreements	LS	1	0	0	
7.11	Utility Coordination/Followup	LS	1	32	32	
7.12	Utility Constructability Review	LS	1	0	0	
7.13	Additional Utility Services	LS	1	0	0	
7.14	Processing Utility Work by Highway Contractor (UWHC)	LS	1	0	0	
7.15	Contract Plans to UAO(s)	LS	1	0	0	
7.16	Certification/Close-Out	LS	1	0	0	

7.17	Other Utilities	LS	1	24	24	Coordinate relocation with FPL. Includes one Individual UAO Meeting
				7. Utilities Total	**104**	

Technical Meetings		
Kickoff	EA	0
Preliminary Meeting	EA	0
Individual UAO Meetings	EA	1
Field Meetings	EA	2
Design Meeting	EA	1
Other Meetings	EA	0
Total Technical Meetings		**4**

8. Environmental Permits

Project Name: Toney Penna Dr and Bush Rd Intersection
Estimator: RJ

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Environmental Permits, Compliances and Clearances					
8.1	Preliminary Project Research	LS	1	12	12	
	Permits					
8.2	Complete Permit Involvement Form	LS	1	0	0	N/A
8.3	**Field Work**					
8.3.1	Pond Site Alternatives	LS	1	0	0	N/A
8.3.2	Establish Wetland Jurisdictional Lines and Assessments	LS	1	0	0	N/A
8.3.3	Species Surveys	LS	1	0	0	N/A
8.3.4	Archeological	LS	1	0	0	N/A
8.4	Agency Verification of Wetland Data	LS	1	0	0	N/A
8.5	**Complete And Submit All Required Permit Applications**					
8.5.1	Complete and Submit All Required Wetland Permit Applications	LS	0	80	0	
8.5.2	Complete and Submit All Required Species Permit Applications	LS	1	0	0	N/A
8.6	Prepare Dredge and Fill Sketches (as needed)	LS	1	0	0	
8.7	Prepare USCG Permit Sketches	LS	1	0	0	N/A
8.8	Prepare Water Management District Right-of-Way Occupancy Sketches	LS	1	0	0	
8.9	Prepare Coastal Construction Control Line (CCCL) Permit Application	LS	1	0	0	N/A
8.10	Prepare Tree Permit Information	LS	1	0	0	N/A
8.11	Mitigation Design	LS	1	0	0	N/A
8.12	Mitigation Coordination and Meetings	LS	1	0	0	N/A

8. Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
8.13	Other Environmental Permits	LS	1	80	80	SFWMD Permit ERP
	Environmental Clearances/Reevaluations					
8.14	**Technical support to Department for Environmental Clearances and Reevaluations**					
8.14.1	NEPA or SEIR Reevaluation	LS	1	0	0	N/A
8.14.2	Archaeological and Historical Features	LS	1	0	0	N/A
8.14.3	Wetland Impact Analysis	LS	1	0	0	N/A
8.14.4	Essential Fish Habitat	LS	1	0	0	N/A
8.14.5	Wildlife and Habitat Impact Analysis	LS	1	0	0	N/A
8.14.6	Section 7 or Section 10 Consultation	LS	1	0	0	N/A
8.15	**Preparation of Environmental Clearances and Reevaluations**					
8.15.1	NEPA or SEIR Reevaluation	LS	1	0	0	
8.15.2	Archaeological and Historical Features	LS	1	0	0	
8.15.3	Wetland Impact Analysis	LS	1	0	0	
8.15.4	Wildlife and Habitat Impact Analysis	LS	1	0	0	
8.15.5	Section 7 or Section 10 Consultation	LS	1	0	0	
8.16	Contamination Impact Analysis	LS	1	0	0	
8.17	Asbestos Survey	LS	1	0	0	
Environmental Permits, Compliance, and Clearances/Reevaluations Technical Subtotal					**92**	
8.18	Technical Meetings	LS	1	10	10	Meetings are listed below
8.19	Quality Assurance/Quality Control	LS	%	5%	5	
8.20	Supervision	LS	%	5%	5	
Environmental Permits, Compliance and Clearances Nontechnical Subtotal					**20**	
8.21	Coordination	LS	%	2%	2	
8. Environmental Permits, Compliance and Clearances Total					**114**	

8. Environmental Permits

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Technical Meetings					
	SFWMD	EA	2	4	8	
	TOWN OF JUPITER	EA	1	2	2	
	ACOE	EA	0	0	0	
	USCG	EA	0	0	0	
	USFWS	EA	0	0	0	
	FFWCC	EA	0	0	0	
	FDOT	EA	0	0	0	
	Other Meetings	EA	0	0	0	
	Subtotal Technical Meetings				**10**	
	Progress Meetings	EA	0	0	0	
	Phase Review Meetings	EA	0	0	0	
	Total Meetings				**10**	

Carries to 8.18

19. Signing & Marking Analysis

Project Name: Toney Penna Dr and Bush Rd Intersection
Estimator: RJ

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
19.1	Traffic Data Analysis	LS	1	0	0	N/A
19.2	No Passing Zone Study	LS	1	0	0	N/A
19.3	Reference and Master Design File	LS	1	50	50	
19.4	Multi-Post Sign Support Calculations	EA	1	0	0	N/A
19.5	Sign Panel Design Analysis	EA	1	0	0	N/A
19.6	Sign Lighting/Electrical Calculations	EA	1	0	0	N/A
19.7	Quantities	LS	1	24	24	Compute SPM Quantities
19.8	Cost Estimate	LS	1	0	0	Included in 4.13
19.9	Technical Special Provisions	LS	1	0	0	Optional Services
19.10	Other Signing and Pavement Marking	LS	1	0	0	
Signing and Pavement Marking Analysis Technical Subtotal					**74**	
19.11	Field Reviews	LS	1	0	0	Included with Roadway Field Reviews
19.12	Technical Meetings	LS	1	0	0	Meetings are listed below
19.13	Quality Assurance/Quality Control	LS	%	5%	4	
19.14	Independent Peer Review	LS	%	0%	0	
19.15	Supervision	LS	%	5%	4	
Signing and Pavement Marking Analysis Nontechnical Subtotal					**8**	
19.16	Coordination	LS	%	2%	2	
19. Signing and Pavement Marking Analysis Total					**84**	

19. Signing & Marking Analysis

Task No.	Task	Units	No. of Units	Hours/ Units	Total Hours	Comments
	Technical Meetings					
	Sign Panel Design	EA	0	0	0	
	Queue Length Analysis	EA	0	0	0	
	Local Governments (cities, counties)	EA	0	0	0	
	Other Meetings	EA	0	0	0	
	Subtotal Technical Meetings				**0**	
	Progress Meetings	EA	0	0	0	
	Phase Review Meetings	EA	0	0	0	
	Total Meetings				**0**	

Carries to 19.12

20. Signing & Marking Plans

Project Name: Toney Penna Dr and Bush Rd Intersection
Estimator: RJ

Task No.	Task	Scale	Units	No of Units	Hours/ Unit	No. of Sheets	Total Hours	Comments
20.1	Key Sheet		Sheet	0	0	0	0	N/A. No Separate Key Sheet.
20.2	Summary of Pay Items Including TRNS•Port Input		LS	1	0		0	N/A.
20.3	Tabulation of Quantities		Sheet	1	8	1	8	Tabulate SPM Pay Items & Quantities
20.4	General Notes/Pay Item Notes		Sheet	1	6	1	6	
20.5	Project Layout		Sheet	0	0	0	0	N/A
20.6	Plan Sheet		Sheet	4	8	4	32	
20.7	Typical Details		EA	0	0		0	N/A
20.8	Guide Sign Worksheet(s)		EA	0	0		0	N/A
20.9	Traffic Monitoring Site		EA	0	0		0	N/A
20.10	Cross Sections		EA	0	0		0	N/A
20.11	Special Service Point Details		EA	0	0		0	N/A
20.12	Special Details		LS	1	0		0	N/A
20.13	Interim Standards		LS	1	0		0	N/A
Signing and Pavement Marking Plans Technical Subtotal						**6**	**46**	
20.14	Quality Assurance/Quality Control		LS	%	5%		2	
20.15	Supervision		LS	%	5%		2	
20. Signing and Pavement Marking Plans Total						**6**	**50**	

TOWN OF JUPITER
Ordinance 4-24, First Reading, Town-Initiated Zoning Text Amendment to Section 27-264, entitled "Application for Rehearings".

DATE	February 20, 2024
TO	Honorable Mayor and Members of Town Council
THRU	Frank Kitzerow, Town Manager
FROM	John Sickler, Director of Planning and Zoning
SUBJECT	**Application for Rehearings** – Town-initiated Zoning Text Amendment to Section 27-264, clarifying the procedure for application withdrawal and restricting the submittal of any application on a property in which an application was denied for a 24-month period.

EXECUTIVE SUMMARY
Consideration of a Town-initiated Zoning Text Amendment application to Section 27-264, clarifying the procedure for application withdrawal, restricting the submittal of any application on a property in which an application was denied for a 24-month period, and changing the name of the section.

The current language under Section 27-264, entitled “Application for rehearings”, states that “any application which has been denied by the town council may not be resubmitted for a period of 24 months after the denial.” The attached proposed language (see Ordinance #4-24) is a result of Town Council’s direction, during the Development Approvals Roundtable that took place on October 17, 2023, to amend the current section.

Staff researched nearby municipalities for similar codes and has provided the information in a table (see Attachment A). The Town of Jupiter currently institutes one of the strictest time limitations regarding when an application may be resubmitted for a property where an application has been previously denied.

After the Planning and Zoning Commission made their recommendation, staff was requested to draft an additional provision addressing denied applications in order to allow for the submittal of a new application, and providing defined thresholds for what constitutes a new application. Ordinance #4-24 was drafted with these additional provisions (See Ordinance #4-24, page 2 lines 18-24) for the Town Council’s consideration. It includes the addition of five proposed criteria to define what constitutes a new application. The criteria include specific thresholds for reductions in density, intensity, traffic, building height, or a change in use on the property, as constituting a new application. An applicant of a denied project will be required to meet one or more of the five criteria in order to be able to submit a new application for the same property within 24-months of receiving a denial. Should the Town Council want to receive an updated recommendation from the Planning and Zoning Commission, staff can schedule the item for their reconsideration.

PLANNING AND ZONING COMMISSION RECOMMENDATION:
At their November 14, 2023 meeting, the Planning and Zoning Commission recommended approval (by a 4-3 vote) of a Zoning Text Amendment to Section 27-264, as shown in Exhibit 1

(Attached). It should be noted that the dissenting voters favored a 12-month time restriction instead of a 24-month time restriction for applications after a denial by the Town Council.

ANALYSIS
N/A

STRATEGIC PRIORITY
● Manage Growth

ATTACHMENTS
1. Ordinance #4-24
2. Exhibit 1
3. Attachment A

FUNDING SOURCE
N/A

For more information or copies of the attachments, please contact Thatcher Hart at 561-741-2464.

ORDINANCE NO. 4-24

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA, AMENDING CHAPTER 27, ARTICLE III, DIVISION 2, SECTION 27-264 OF THE CODE OF THE TOWN OF JUPITER PERTAINING TO DEVELOPMENT APPLICATIONS AND REHEARINGS; PROVIDING FOR SEVERABILITY; PROVIDING FOR THE REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Jupiter, Florida ("Town") is a duly constituted municipality having such power and authority conferred upon it by the Florida Constitution and Chapter 166, Florida Statutes; and

WHEREAS, the Town has the authority, pursuant to Article VIII, Section 2(b) of the Florida Constitution, and Chapters 163 and 166, Florida Statutes, to adopt such land development regulations as it deems appropriate to further the health, safety, and welfare of its residents; and,

WHEREAS, the Town Council has previously adopted Chapter 27, entitled "Zoning" which outlines procedures and requirements that apply to land development applications submitted to the Town; and

WHEREAS, the Town Council has determined that the amendment to Chapter 27, Article III, Division 2, Section 27-264 is appropriate to address the procedures governing when the applicant for a land development applications may be withdrawn once submitted to the Town Council for its review and final action; and

WHEREAS, the Town Council, after due notice and public hearings hereby adopts this amendment to apply the zoning provisions of Article III, Division 2, Section 27-264 to all development applications in the Town.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF JUPITER, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are incorporated herein as true and correct and as the legislative findings of the Town Council.

Section 2. Town Code Chapter 27, Article III, Section 27-264 is hereby amended to read as follows**:**

Sec. 27-264. - ~~Application for rehearings.~~ Procedure for the withdrawal of applications.

~~Any application which has been denied by the town council may not be resubmitted for a period of 24 months after the denial.~~

(a) Applicants may withdraw an application by submitting a written request to the Director of Planning and Zoning at any time up to eight days prior to the Town Council's hearing to consider the same.

(b) Should an application not be withdrawn and be denied by the Town Council, the property owner or applicant may not submit another land development application for the same property until 24 months after the denial unless a new application meets one or more of the following requirements:

1. Decrease in intensity of 25 percent or more;
2. Decrease of density of 40 percent or more;
3. Reduction in traffic of 25 percent or more;
4. Reduction of building height by one or more stories; or,
5. Change in proposed use.

(Code 1992, § 27-137; Ord. No. 10-88, § 402.2.K, 3-1-1988; Ord. No. 6-92, § 5, 4-20-1993)

Section 3. Severability. If any section, subsection, sentence, clause, phrase or portion of this ordinance is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions thereof.

Section 4. Repeal of laws in conflict. All ordinances or parts of ordinances in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Effective Date. This ordinance shall take effect upon its execution.

V:\PlanningZoning\Staff\WP51\Signature - TC\2024\Feb 20, 2024 TC\Applications for Rehearings (Thatcher)\Ord 4-24 TA edits.DOC

Sec. 27-264. - ~~Application for rehearings.~~ Procedure for application withdrawal and timeline for reapplication of denied applications.

~~Any application which has been denied by the town council may not be resubmitted for a period of 24 months after the denial.~~

(a) Applicants may withdraw an application in writing to the Director of Planning and Zoning at any time up to eight days prior to the publicly noticed hearing with the Town Council.

(b) Should an application receive a denial from the Town Council, no development applications shall be submitted on the subject property for 24 months after the denial.

(Code 1992, § 27-137; Ord. No. 10-88, § 402.2.K, 3-1-1988; Ord. No. 6-92, § 5, 4-20-1993)

Nearby Municipal Research for Rehearing Applications

Included below is a list of regulations from different municipalities and Palm Beach County regarding the timeframe of application resubmittal upon receiving a denial from a deciding body for the same property.

Municipality	Re-Application Guidelines
Delray Beach	• Applications for the same request shall not be heard for 24 months from the date of such action. • Land Use or Zoning designation changes on the property may be considered 6 months from the date of such action • Time limits can be waived by four affirmative votes of the city commission when found necessary to prevent injustice or to facilitate the proper development of the city
Boca Raton	• Substantially similar projects may be denied by the Development Services Director if submitted within one year. • If the Denial is appealed or subject to other judicial challenges, the 1-year timeframe would begin upon the final disposition of any such appeal or other judicial challenge.

Village of Wellington	• When a project is denied with prejudice, the subject site shall not be considered for a period of one calendar year.
	• Future land use map amendment to the comp plan, shall not be for two calendar years, from the date of the denial unless the subsequent application involves:
	  ○ change in the proposed use
	  ○ 25 percent or greater increase or decrease in the proposed density or intensity
	  ○ Majority of the decision determined denial is based on a material mistake of fact of the proposed application.
	• Withdraw applications submitted to the PZB Director within 5 business days will not be subject to prejudice.
	• If a sufficient and submitted application becomes inactive for 90 calendar days, the decision-making body may administratively withdraw the application unless an extension is requested prior to the expiration. Extension fees may apply.

Palm Beach Gardens	• Rezoning of the same parcel that has been denied by the city council shall not be eligible for reconsideration again for 1 year. • Similar applications for development orders shall not be considered for 6 months.

Boynton Beach	• Upon denial, one year must pass to file a subsequent application.
	• Applicants withdrawn with prejudice must wait 6 months to resubmit unless:
	  ○ The decision of the advisory board is without prejudice;
	  ○ If an application has been twice or more denied or withdrawn, the applicant must wait for 2-years to resubmit on the property.
	• If the applicant withdrawals the project in writing within one week prior to any hearing no delay shall occur.

Greenacres	• Rezoning and Special Exception applications may not be resubmitted on the property for 12 months.

Palm Beach County	• A Development Order application shall not be considered for a period of one year after the date of denial. • The Second Submittal on the property must be considered materially different with a change in intensity or density of 25 percent or more. • The applicant may withdraw an application for a Development Order at any time period prior to the final action on the application by the decision-making. • There is no prejudice applied to an application If withdrawn 5 days before a hearing. • If Withdrawn within 5 days of a hearing, the applicant can make a motion on the application for withdrawal with or without prejudice. • The application of Prejudice prohibits the filing of a successive application that is not materially different for one calendar year.