



City of St Pete Beach Request for Bid

Pass-a-Grille Way North Washingtonia Palm Trees

Bids due by November 28th, 2016,
10:00 AM at City Hall, St. Pete Beach, FL

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I. **CONTRACTOR'S BID SUBMITTAL**

The company that is submitting a bid declares that he/she has extensive experience in landscaping and is also licensed to do so.

The undersigned, as Bidder, hereby declares that the only person or persons interested in the Bid as principal or principals are named herein, and that no other person than herein mentioned has any interest in the Bid or in the Contract to be entered into; that this Bid or Contract is made without connection with any other person, company, or parties making a Bid; and that it is in all respects fair and in good faith without collusion or fraud.

The Bidder further declares that he/she has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined the RFB, Plans, and Specifications for the work and Contract Documents relative thereto, and has read all special provisions furnished prior to the opening of bids; and that he/she has satisfied himself/herself relative to the materials to be supplied and work to be performed.

The bidder certifies that the information and responses provided within this bid are true, accurate, and complete. The City or its designated representatives may contact any entity or references listed in the response and investigate the company as defined in References & Qualifications to verify the bidder's abilities and quality of work. The contractor hereby grants permission for each entity or reference listed in the bidder's response may make any information concerning the Contractor available to the City.

The Bidder proposes and agrees, if the Bid is accepted, to contract with the City of St. Pete Beach, Florida, in the form of Contract/Agreement specified for: "PASS-A-GRILLE WAY NORTH WASHINGTONIA PALM TREES".

In St. Pete Beach, Florida, in full and complete accordance with the shown, noted, described, and reasonably intended requirements of the RFP, Plans, Specifications, Contract Documents, and Addenda to the full and entire satisfaction of the City of St. Pete Beach, Florida, the Bidder proposes to furnish all materials, equipment, labor, and perform the work submitted in their bid schedule for the City of St. Pete Beach's project: "PASS-A-GRILLE WAY NORTH WASHINGTONIA PALM TREES".

COMPANY:
ADDRESS:

DATE:
PHONE:

BY: _____
(SIGNATURE)

NAME: _____
(PRINT NAME & TITLE)

Sworn to and subscribed before me on this _____ day
of _____, 2016

(Notary Public)

(My Commission Expires)

SUBMIT BID ITEMIZATION WITH BID TO:
CITY OF ST. PETE BEACH

BID SCHEDULE

Base Bid:

Provide a lump sum cost to provide all Labor, Materials, and Equipment to install **292 Washingtonia Palm Trees** as part of the North phase of the ongoing Pass-a-Grille Way Reconstruction:

\$ _____

Alternate Bid Items:

- 1. *Additional Mobilization(s) for 35 of the 292 trees
(Does not include cost of trees)*

\$ _____

- 2. *MOT (cost per day)*

\$ _____

II. GENERAL CONTRACT DOCUMENTS

REQUEST FOR BID

Pass-a-Grille Way North Washingtonia Palm Trees

BID DOCUMENTS

- I. Contractor's Bid Submittal & Bid Schedule
- II. General Contract Documents
- III. References & Qualifications
- IV. Certificate of Insurance
- V. Contractor's Education & Training
- VI. Project Plans and Specifications

The City of St. Pete Beach is soliciting bids from qualified Landscape Contractors for the Pass-a-Grille Way North Washingtonia Palm Trees project.

BID SUBMITTALS

Bid documents must include a signed bid, itemized bid description and fee schedule, project schedule, references, contractor's license and insurance certificates. Any major sub-contractor that will be hired by the contractor for this project must also submit references, contractor's license and insurance certificates. The contractor shall submit one original and two (2) copies of their bid documents with their sealed bid package.

BIDDER INFORMATION

All Contractors must contact the Project Manager, via e-mail, with their intention to bid, along with their company name and contact information. The City is not responsible for any Addendums or other supplementary information that is not received due to non-submittal of the aforementioned information. As always, it shall be the contractors' responsibility to refer back to the website (www.stpetebeach.org) for additional project information as it becomes available.

PRE-BID MEETING

There is no Pre-bid Meeting for this bid solicitation.

BID PACKAGES

Sealed bids will be received until 10:00 AM on November 28th, 2016, in the Office of the City Clerk, 155 Corey Avenue, St. Pete Beach Florida at which time they will be publicly opened and read. All bidders are invited to attend this bid opening, which will be held immediately following the closing time specified. Bids received after the deadline will not be accepted.

Bids should be addressed to: City of St. Pete Beach
City Clerk's Office
155 Corey Ave.
St. Pete Beach, FL 33706

Plainly marked as: ***"Pass-a-Grille Way North Washingtonia Palm Trees"***

CONTACT INFORMATION

Ian Wade, P.E. - Project Manager
155 Corey Avenue
St. Pete Beach, Florida 33706
Office - (727) 363-9254 Fax - (727) 367-2736
E-mail - iwade@stpetebeach.org

SCOPE OF WORK

- Bids shall include all labor, equipment, and materials to complete the installation of 292 Washingtonia Palm Trees in accordance with the design plans and specifications prepared by Cribb Philbeck Weaver Group for the Pass-a-Grille Way Reconstruction project. The pertinent sections of this design are included with this RFB.
- MOT shall be provided as a bid alternate, as the City may utilize the existing MOT capabilities of David Nelson Construction, the General Contractor on the Pass-a-Grille Way Reconstruction project.
- While the base bid includes the cost of a single mobilization to plant all 292 trees, we are also asking for a bid alternate cost to perform additional, smaller scale mobilizations to install 35 trees at a time. Note that this alternate does not include the cost of the 35 trees, as that is still part of the base bid. The cost presented in the alternate should reflect only the cost of the additional mobilization(s).
- Erosion control is not required as part of this bid, as this too is being provided by Nelson.

DETAILED PROJECT INFORMATION

- The Contractor will work closely with both City and David Nelson Construction staff throughout the scope of this project.
- The contractor shall carefully examine the project site and be familiar with the work required for the project. Investigate all site conditions that may affect execution of the work as detailed in the bid documents. Contact the City's Public Services Department or their designee for changes or alterations before proceeding. Contractor is responsible for field measurement and review of existing conditions.
- Work Hours shall be from 7:00AM until 5:00PM, Monday thru Friday. No work shall take place during the weekends or on City Holidays (Memorial Day, Independence Day, Labor Day, etc.). If weekend or holiday work is required, this must be approved by the City at least 1 week prior to the scheduled work.
- Contractor is responsible for all utility locates through Sunshine One-Call.
- Site and surrounding properties must be kept free of construction debris and thoroughly cleaned upon completion
- All work to be completed within the project limits or City Right-Of-Way.
- Equipment left on site must be approved by City.
- Contractor is responsible for all Stormwater BMPs. As per DEP's requirements for MS4's, please provide proof of Site Operator Training and refresher class based on DEP's Stormwater, Erosion, and Sediment Inspector Training Class.
- Lumber or timber products should be produced and manufactured in the state if the products are appropriately available.
- Contractor must be an FNGLA Certified Landscape Contractor and must have all applicable Pinellas County landscape licenses and certifications.

- Any person or company providing fertilizer application services within Pinellas County must obtain the Limited Certification for Urban Landscape Commercial Fertilizer as per F.S. 482.1562.
- Any person or company providing landscape services (mowing, trimming, edging, pruning, debris management, etc.) NOT including fertilizer application must be trained in a Pinellas County-approved best management practices course for landscape maintenance as per Pinellas County's fertilizer ordinance Article XIII, Chapter 58.
- Any person or company providing landscape services not including fertilizer application must display a Pinellas County vehicle decal after successfully completing the training and certification requirements.
- Any person providing application of herbicides, fungicides, and insecticides using products limited to "Caution" labels only (such as Round-Up), must maintain the Limited Certification for Commercial Landscape Maintenance.
- Any commercial contractor providing application of herbicides, fungicides, and insecticides must maintain a company-wide Pest Control License for Lawn & Ornamental applications.

ADDITIONAL WORK DETAILS

Firms or persons wishing to bid on this project must be licensed, bondable and insured in accordance to the requirements of this bid package. Contractors and sub-contractors must be certified, registered and/or licensed by the proper construction licensing boards for the work being performed. The contractor will furnish all necessary labor, materials, tools, equipment and supplies to complete the scope of work. Bid must also include all costs for licenses, permits and any material disposal fees.

Bidders shall bring questions, discrepancies, omissions, conflicts or doubt as to meaning of any part of the attached project documents to attention of the City of St Pete Beach Public Services Department at least five (5) days before due date for Bids. Clarification of intent of Contract Documents if necessary shall be made available to bidders in form of Addendum. Failure to request clarification of interpretation of Contract Documents shall not relieve bidders of their responsibilities to perform the work.

STATEMENT OF WORK

The Contractor shall furnish and pay the cost, including sales tax and all other applicable taxes, licenses, permits and fees, of all the necessary materials not furnished by the City and shall furnish and pay for all the superintendence, labor, tools, equipment and transportation and perform all the work required for the execution of all services listed in the Bidder's Submittal and Bid Schedule attached hereto and in strict accordance with the Plans, Specifications, and requirements of the City of St. Pete Beach which are attached hereto and made a part hereof, and any amendments thereto and such supplemental Plans and Specifications which may hereafter be approved.

BEGINNING DATE

The Contractor shall assume responsibility for the bypass pumping system immediately upon contract execution, which is anticipated to occur upon approval at the City Commission meeting scheduled for **December 12th, 2016**. Additionally, the contractor must commence construction activities within thirty (30) days of Contract execution. Any change to the start date created by the need to obtain and properly prepare the trees for planting must be submitted in writing to and approved by the City Manager or designee.

Work shall not be performed on Saturdays, Sundays and all legal or City designated holidays, except for special operations that may be necessary in order to maintain, check, or protect work already performed. Work may be permitted on weekends or holidays with approval from the City Manager or designee. No work shall be done at night without prior approval of the City Manager or designee.

COMPLETION DATE

To be determined, based on the progress of David Nelson Construction Company on the Pass-a-Grille Way Reconstruction project.

EXAMINATION OF SITE

Bidder shall carefully examine project site and be familiar with the work required for the project, investigate all site conditions that may affect execution of work as detailed in the construction documents. Contact the City's Public Services Department or their designee for changes or alterations before proceeding.

ASSURANCES

The responding contractor shall provide a statement of assurance that the contractor is not presently in violation of any statutes or regulatory rules that might have an impact on the firms operations since submittal of the Statement of Qualifications to the City. All applicable laws and regulations of the State of Florida, and ordinances and regulations of the City of St. Pete Beach will apply.

TRAFFIC CONTROL AND STAGING AREA

Contractor shall include all costs associated with traffic control and maintenance during the project. Contractor shall be provided with a staging area but will be required to control the area with fencing or barricades.

ASSIGNMENT AND TRANSFER OF CONTRACT

The Contractor shall not assign or transfer this Contract or any part thereof or any interest therein without consent in writing of the City and the contractor's Surety, and any such assignment or transfer without such written consent shall be null and void.

SUBCONTRACTS

The Contractor shall not subcontract this Contract or any part thereof or any interest therein without consent in writing of the City and the contractor's Surety. Any Subcontractor approved by the City will be subject to the same standards and qualifications as stated in this Contract.

PERFORMANCE AND PAYMENT BOND

Contractor shall furnish the City with a performance and payment bond in a sum equal to the amount of the Contract price; conditioned upon the performance by the Contractor of all undertakings, covenants, terms, conditions, and agreements of this Contract, and upon the prompt payment by the Contractor to all persons supplying labor and materials in the prosecution of the work provided by the Contract. The Contractor shall execute such bond and a corporate bonding company licensed to transact such business in the State of Florida and acceptable to the City.

The expense of this bond shall be borne by the Contractor. If at any time a Surety on such bond becomes irresponsible or loses its right to do business in

the State of Florida, the City may require another Surety that the Contractor shall furnish within ten (10) calendar days after receipt of written notice to do so. Evidence of authority of an attorney in fact, acting for the corporate Surety must be provided in the form of a certificate as to his power of attorney and to the effect that it is not terminated and remains in full force and effect on the date of the bond. The form of the bond shall be subject to approval by the City.

LIQUIDATED DAMAGES

If the work embraced by this Contract is not completed on or before the date set for completion or any extension thereof, the actual damages for the delay will be impossible to determine and in lieu thereof, the Contractor shall pay to the City fixed, agreed and liquidated damages in the amount of Five-Hundred Dollars (\$500) per day for each calendar day of delay until the work is satisfactorily completed.

PAYMENT

Payment shall be made to the Contractor for work performed under this Contract for the quantities of work as determined in accordance with Payments for Work Completed and Payments Withheld of this Contract. Payment for extra work will be made in accordance with the Changes in Work, Contract Amount, and Contract Time sections below.

CHANGES IN THE WORK

Without invalidating the Contract, the City may, at any time or from time to time, order additions, deletions or revisions in the work authorized by written Change Orders or directive. Upon receipt of a Change Order, the Contractor will proceed with the work involved. All such work shall be executed under the applicable conditions of the Contract documents. If any Change Order causes an increase or decrease in the Contract Amount or any extension or shortening of the Contract Time, an equitable adjustment will be made.

Additional Work performed by the Contractor without authorization of a Change Order will not entitle him/her to an increase in the Contract Amount or any extension of the Contract Time, except in the case of an emergency (subject to approval by City Manager or designee).

It is the Contractor's responsibility to notify his/her Surety of any changes affecting the general scope of the Work or change of the Contract Amount and the amount of the applicable bonds shall be adjusted accordingly, and an amended bond document furnished to the City. In the event the City directs the Contractor to make a change in the Work, and if the City and the Contractor do not arrive at a mutually acceptable increase or decrease in the Contract Amount, the contractor shall not use any such lack of mutual acceptance as a basis or cause to stop or otherwise delay the progress or the execution and completion of any of the work ordered, directed or required pursuant to the Contract Documents.

If the Contractor believes an event or situation has occurred which justifies a change in the Contract Amount or Contract Time, he shall deliver a written notice to the Project Manager. Each such written notice shall be delivered promptly, and in any event no later than fifteen (15) days after the Contractor first discovered the occurrence. The Contractor shall be deemed to have waived the right to collect any and all costs incurred more than fifteen (15) days prior to the date of delivery of the written notice, and shall be deemed to

have waived the right to seek an extension of the Contract Time with respect to any delay in the Progress Schedule which accrued more than fifteen (15) days prior to the date of delivery of the written notice.

Any such notice shall include sufficient detail to explain the basis of entitlement to a claim for an adjustment to the Contract Amount of Contract Time. When requested by the City Manager, the Contractor shall furnish any additional information and details as may be required to determine the facts or allegations involved, which shall be provided within fifteen (15) days of the request unless a longer time period is allowed by the City Manager.

The Contractor shall prepare bids detailing proposed adjustments to Contract Amount and/or Contract Time and submit them to the City Manager within fifteen (15) days of the City's issuance of a proposed Change Order or the Contractor's submitting a written notice of a change or claim for an adjustment to the Contract Amount or Contract Time. Contractor's bids shall be irrevocable for a period of at least sixty (60) days after receipt by the City. Any delay in the submittal of a complete, adequate and acceptable bid will not justify an increase in Contract Amount or Contract Time. Contractor agrees that it shall give the City access to any and all of Contractor's and Subcontractors' books, records and other materials relating to proposed Change Orders and other claims for adjustment to Contract Amount or Contract Time

CHANGE OF CONTRACT AMOUNT

The Contract Amount constitutes the total compensation payable to the Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the Contractor shall be at his expense without change in the Contract Amount. The Contract Amount may only be changed by written Change Order issued by the City. Any claim for an increase in the Contract Amount shall be in writing and delivered to the City Manager within fifteen (15) days of the occurrence of the event giving rise to the claim.

All claims for adjustment in the Contract Amount shall be determined by the City Manager. However, no claim for an adjustment to the Contract Amount will be considered for unforeseeable causes that were beyond the fault or negligence of the Contractor or his Subcontractors or supplier such as acts of God, floods, riots, etc. This restriction does not restrict submission of claims for additional Contract Time due to events of this nature. Any change in the Contract Amount shall be incorporated in a Change Order.

Contractor bids or claims shall cover all aspects of the Work involved and shall be fully documented and itemized as to all costs, quantities and charges for overhead and profit. Amounts for Subcontractors or Suppliers at any tier shall be similarly supported. When determining Subcontractors' costs, the methods to be used shall be those used for the Contractor's costs, except that the term "Subcontractor" shall replace the term "Contractor," context permitting.

Changes in Contract Amount for extensions in Contract Time shall exclude costs that are unaffected or do not relate to the extension in Contract Time, such as: (a) operating costs of construction equipment assigned to the Work on a continuing basis, (b) operating costs and owned/rental costs of construction equipment (crane used for specific lifts, concrete pump used for specific pours, etc.), and (c) fully paid site facilities, tools, etc.

The value of any Work covered by a Change Order or of any claim for an increase or decrease in the Contract Amount where the Work involved is covered by unit prices contained in the Contract Documents shall be determined by application of unit prices to the quantities of the items involved. If the quantities originally contemplated are so changed in a proposed Change Order, that application of the Unit Prices to the quantities proposed will cause substantial inequity to the City or the Contractor, the applicable unit price(s) shall be equitably adjusted by mutual agreement.

If the value of work covered by a Change Order cannot be established or mutually agreed to utilizing previously established unit rates, the value shall be determined by the City on the basis of an estimate of the out-of-pocket cost and percentages that are acceptable to the City for overhead and profit. The out-of-pocket cost shall only include those direct costs which are needed to perform the work such as labor (including payroll taxes, fringe benefits, labor burden and workers' insurance), materials, equipment, and other incidental out-of-pocket construction costs directly involved in the work, including but not limited to small tools, expendables and material costs but shall not include project management or project supervisory costs unless the Change Order includes an increase in the Contract time.

In such case, the Contractor will submit in the form prescribed by the City an itemized cost breakdown together with supporting data.

The amount of credit to be allowed by the Contractor to the City for any such change which results in a net decrease in cost, will be the amount of the actual net decrease as determined by the City. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net increase, if any.

To be eligible for consideration, the Contractor's written claim for a change in the Contract price, including claim(s) from sub-contractors, shall include an itemized cost breakdown with supporting data as described below:

- A. For labor: Provide written documentation from the Contractor and Subcontractors or others as appropriate in the form of a detailed breakdown by each labor classification involved indicating the number of hours of Work involved and the hourly payroll rate applicable to each to substantiate the basis and amount of the direct labor cost. The direct labor cost may be increased to provide an allowance for indirect payroll costs (labor burden), such as payroll taxes, fringe benefits, and workers insurance after all premium discounts, rebates and other appropriate reductions have been taken.

Allowable labor costs shall be limited to craft labor (including foremen) in the direct employ of the Contractor (or Subcontractor) assigned to the site and engaged in furnishing and incorporating materials or equipment in the Work involved in the Change Order or Claim.

When determining actual payroll costs, daily time sheets certified by the Contractor and verified by the City Manager along with certified payroll records shall be the valid records.

- B. For material, supplies, equipment, furnishings, etc., to be installed or included in the Work: Provide written documentation from the Contractor and Subcontractors, suppliers, etc., to substantiate the basis and amount of the various cost items involved. Material costs shall reflect the Contractor's reasonably anticipated net actual cost after consideration of trade discounts and volume rebates.
- C. For construction equipment: Provide written documentation in the form of a detailed breakdown by each construction equipment category indicating, the applicable unit rates (i.e., \$'s per hour, \$'s per day etc.) and the number of hours, days, etc. to substantiate the basis and amount of the construction equipment out-of-pocket costs.

CHANGE OF CONTRACT TIME

The Contract Time may only be changed by written Change Order. Any claim for an extension in the Contract Time shall be in writing and include an analysis of the Progress Schedule as further described in the Specifications, and shall be delivered to the City Manager within fifteen (15) days of the occurrence of the event giving rise to the claim. All claims for adjustment in the Contract Time shall be determined by the City Manager. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order. The Contract Time may be extended for an amount equal to time lost due to unforeseeable causes beyond the control of the Contractor (and his Subcontractors and Suppliers) if he makes a claim therefore. Such delays shall include, but not be restricted to, acts or neglect by any separate Contractor employed by the City; fires; floods; labor disputes; epidemics or acts of God.

All time limits stated in the Contract Documents are of the essence to the Contract. The stated time limits are agreed to be adequate to complete the work, including the procurement, manufacture and delivery of all material and equipment required, and account for any and all potential impact, delays, disruptions and costs that may be expected.

PAYMENTS FOR WORK COMPLETED

Partial payments will be made as the work progresses at the end of each calendar month, or as soon thereafter as practicable on estimates made by the City Manager or designee and as approved by the City, provided that the Contractor is performing the overall job in a diligent manner. In making partial payments, there shall be retained ten percent (10%) on the amount of each estimate until final completion and acceptance of all work covered by the Contract. Upon completion and acceptance of the work, the City Manager or designee shall issue a certificate that the work has been completed and accepted by him under the conditions of this Contract, and shall make and approve the final estimate of the work. The entire balance found to be due the Contractor, including that retained by the City, should be paid to the Contractor. Such payment shall be conditioned, however, upon the submission by the Contractor of evidence satisfactory to the City that all claims for labor, material, and any other outstanding indebtedness in connection with this Contract have been paid. Such payment shall also be conditioned upon approval and acceptance of the construction and improvements by the City.

If after the work has been substantially completed, full completion thereof is materially delayed through no fault of the Contractor and the City Manager or designee so certifies,

the City shall upon the Certificate of the City Manager or designee, and without terminating the Contract make payment for the balance due for that portion of the work fully completed and accepted. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claim. If such delay occurs and payment is made under this clause, the Contractor shall nevertheless be prepared to complete the work in a timely manner upon the remedy or removal of such delay, and shall be bound under this Contract for the completion of such work unless this Contract is otherwise terminated.

PAYMENTS WITHHELD

The City Manager or designee may withhold, or, on account of subsequently discovered evidence, nullify the whole or part of any estimate to such extent as may be necessary to protect the City from loss on account of:

- (a). Defective work not remedied
- (b). Claims filed or reasonable evidence indicating probable filing of claims
- (c). Failure of the Contractor to make payments properly to Subcontractors or for material or labor.
- (d). A reasonable doubt that the Contract can be completed for the balance then unpaid.
- (e). Damage to another Contractor.
- (f). Failure of the Contractor to keep his/her work progressing in accordance with his/her time schedule.

FINAL PAYMENTS

Upon the completion and acceptance of the work, the City Manager or designee shall issue a certificate that designates that the whole work provided for in this Contract has been completed and accepted by him under the conditions and the terms thereof and shall make the final estimate of the work. After issuance of the certificate, the entire balance found to be due the Contractor, including said retained percentage by the City in accordance with existing state laws as may be retained lawfully by said City, shall pay excepting such sums to the Contractor. Before the approval of the final payment, the Contractor shall submit evidence satisfactory to the City that states that all payrolls, materials, bills and outstanding indebtedness in connection with this Contract have been paid.

LIENS

If at any time there shall be evidence of any lien or claim for which the City might become liable and which is chargeable to the Contractor, the City shall have the right to retain out of any payment then due or thereafter to become due, an amount sufficient for complete indemnification against such lien or claim. In the event the City has already paid to the Contractor all sums due under this contract or the balance remaining unpaid is insufficient to protect the City, the Contractor and his Surety shall be liable to the City for any loss so sustained.

RESPONSIBILITY OF THE CITY MANAGER OR DESIGNEE

The term "City Manager or designee" wherever used in the Contract shall be the City of St. Pete Beach or its duly authorized representative. Notices of any change in the City Manager or designee shall be given in writing by the City to the Contractor. The City

Manager or designee shall have full authority to interpret the Plans and Specifications and shall determine the amount, quality, and acceptance of the work and supplies to be paid for under the Contract and every question relative to the fulfillment of the terms and provisions therein. It shall be the duty of the City Manager or designee to enforce the Plans and Specifications in a fair and unbiased manner.

If a variation from any requirements is allowed the City Manager or designee shall grant the same in writing with the reasons for his action outlined, and such action will not invalidate or change the Contract in any other manner.

INTENT OF PLANS AND SPECIFICATIONS

The Contractor shall keep on the job a copy of the Plans and Specifications and shall at any time give the City Manager or designee access thereto. Anything mentioned in the Specifications and not shown on the Plans or shown on the Plans and not mentioned in the Specifications, shall be of like effect as if shown or mentioned in both. The Contractor shall not take advantage of any errors, discrepancies or omissions that may exist in the Plans and Specifications, but shall immediately call them to the attention of the City Manager or designee whose interpretation or correction thereof shall be conclusive. Should a conflict occur between the General Specifications and any Supplemental Specifications and/or Plans, the latter shall govern.

LICENSES AND PERMITS

The Contractor shall obtain and pay for all necessary City licenses and work permits and shall faithfully comply with all laws, ordinances and regulations, (Federal, State or local) which may be applicable to the operations to be conducted hereunder. Chapter II, Section II-4, "Registration of Licenses Obtained From Other Municipalities:" "Persons, partnerships, corporations, or other business entities doing business with the City who are not required to obtain a City occupational license, but who must have either a State or County or Municipal occupational license from another municipality, shall register such occupational license with St. Pete Beach Community Development Department. The City may charge a fee for such registration." The Contractor shall be responsible for obtaining all City, County, State and Federal permits required by those government agencies and must provide documentation of receipt of those permits prior to project commencement. This shall include a notice to commence work letter and the applicable fee, if required. Any sub-contractor hired by the contractor awarded the project, MUST also register their license with the City.

SUPERINTENDENCE

The Contractor shall constantly superintend all the work embraced in this Contract in person or by a responsible agent who shall have in writing, full authority to act for him/her and to carry out all the instructions given by the City Manager or designee.

LABOR PROVISIONS

The Contractor and his Subcontractors shall discharge, whenever ordered to do so by the City Manager or designee, any employee who is disorderly or whose conduct in the opinion of the City Manager or designee is detrimental to the prosecution of the work. No person whose age or physical condition is such as to make this employment dangerous to his/her health and safety or to the health and safety of others shall be employed on the work, and in no event shall any persons under the age of sixteen (16) years be employed.

LIABILITY INSURANCE

The Contractor shall procure and maintain at his/her own expense, during the life of the Contract, liability insurance as hereinafter specified. All such insurance shall be subject to the approval of the City for adequacy of protection, and shall include a provision preventing cancellation without twenty (20) days prior notice to the City in writing. The City shall be included as an additional insured on all liability insurance. The liability insurance required is as follows: Contractor's General Public Liability and Property Damage Insurance issued to the Contractor and protecting the Contractor from all claims for personal injury, including death, and all claims for destruction of or damage to property, arising out of or in connection with any operations under this Contract, whether such operations be by the Contractor or by any Subcontractor hired by the Contractor or anyone directly or indirectly employed by the Contractor or hired by the Contractor.

The successful Contractor shall supply and maintain insurance which defends, indemnifies and holds harmless the City of St. Pete Beach, its officers, employees and agents from and against any and all liability, damage claims, demands, costs, judgments, fees, attorney's fees or loss arising directly out of acts or omissions hereunder by the contractor or third party under the direction or control of the contractor. Such general and excess liability coverage shall be primary to any other coverage carried by the City of St Pete Beach. Contractor must furnish the City with Certificate of Insurance prior to commencement of work. An approved Certificate of Insurance furnished by the contractor's carrier to guarantee the contractor being insured with the City of St Pete Beach must be named as a certificate holder for this contract. The following minimum coverage:

Commercial Liability Insurance \$1,000,000.00.

Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.

Personal Injury for \$1,000,000.00 each occurrence.

Automobile Liability \$1,000,000.00.

General Workers Compensation Insurance as required by Florida law.

PROTECTION OF WORK AND PROPERTY

The Contractor shall continuously maintain adequate protection of all his/her work and materials from damage or theft and shall protect the City's property and all adjacent property from injury or loss arising in connection with activities under his/her Contract. The Contractor shall make good any such damage, injury, or loss, except such as may be caused by agents or employees of the City.

The Contractor shall take, use, provide, and maintain all necessary precautions, safeguards, and protection to prevent accidents, or injury to persons or property on, about, or adjacent to the site of the work. Should the situation arise that physical security is needed the Contractor will provide security on off days and holidays. The Contractor shall be responsible for all charges incurred with such action.

The Contractor shall post danger signs warning against any hazards created by the work being done under his/her Contract. He/She shall designate a responsible member of his/her organization on the work, whose duty shall be the prevention of accidents, and the name of the person so designated shall be reported to the City Manager or designee and City in writing. In an emergency affecting the safety of life, or of the work or adjoining property, the Contractor, without special instruction or authorization from the City

Manager or designee or City, is hereby permitted to act, at his/her own discretion, to prevent such threatened loss or injury, and he/she must take such action if so instructed or authorized by the City Manager or designee. The Contractor shall also protect adjacent property as required by law.

PARKING

Arrange with owner for temporary parking areas to accommodate construction personnel and equipment.

TRANSPORTATION, HANDLING and STORAGE

Transport, handle, protect and store products in accordance with manufacturer's instructions and all environmental regulatory agencies.

VEHICLES

Business vehicles shall be identified on both sides with the name of the company or firm operating the vehicle.

ENVIRONMENTAL PROTECTION

It shall be the Contractor's responsibility to implement construction methods, best management practices, and erosion control methods that avoid water pollution as required by the State of Florida Department of Environmental Protection, City of St. Pete Beach and Pinellas County. Any Contractors in violation of the City of St. Pete Beach Regulations, Pinellas County Regulations, Florida Department of Environmental Protection Regulations or any other regulatory agency regulations shall be the sole responsibility of the Contractor. The Contractor shall hold harmless the City of St. Pete Beach and the City Manager or designee from any fines and litigation resulting from the Contractor's actions. The Contractor shall pay all attorneys' fees, fines, penalties and any other such expenses resulting from the Contractor's actions. The Contractor shall provide all necessary measures to prevent any materials whatsoever from entering the waterway except for those materials, which are shown, on the plans as completed structures. The Contractor shall provide MSDS sheets to the City Manager or Designee on all applicable materials before applying those materials. The contractor shall secure the necessary education, certifications, licenses and permits required by state and local agencies to operate and manage a construction site. The contractor shall abide by all rules and regulations set forth and required by the City of St. Pete Beach's MS4 NPDES Permit.

TIMELY DEMAND FOR STAKES AND INSTRUCTIONS

The Contractor shall provide reasonable and necessary materials, opportunities and assistance for setting stakes and making measurements, including the furnishing of a rodman, or a chainman at intermittent times during the construction period. He /she shall not proceed until he/she has received such stakes and instructions as may be necessary as the work progresses. The work shall be done in strict conformity with such stakes and instructions. The Contractor shall carefully preserve bench marks, reference points and stakes, and in case of willful or careless destruction, he /she will be charged with the resulting expense and shall be responsible for any mistakes that may be caused by their unnecessary loss or disturbance.

WORKMANSHIP

The Contractor acknowledges that he/she has satisfied himself/herself as to the nature and location of the work; the general and local conditions including but not restricted to those bearing upon transportation, disposal, handling and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, surface conditions, subsurface conditions, tides or similar physical conditions at the site, the character of equipment and facilities required to prosecute the work. Any failure by the Contractor to acquaint himself/herself with any aspect of the work or with any of the applicable conditions shall not relieve the Contractor from the responsibility to successfully perform the work under the Contract Documents, nor shall it be considered the basis for any claim for additional time or compensation.

UTILITIES

The Contractor shall anticipate all underground obstructions such as water lines, gas lines, sewer lines, utility lines, or any other public or private facility concrete and debris. In all cases where existing utility lines may be interfered with by the work, the Contractor shall give a minimum of thirty six (36) hours' notice to the owners of such utilities, to permit them to relocate the lines prior to construction. No extra payment shall be allowed for the removal, replacement, repair or possible increased cost caused by underground obstructions. The location of existing structures and utilities provided in the plans are approximate only. Any damage to existing structures to remain or work of any kind shall be repaired or restored promptly by, and at the expense of the Contractor.

The Contractor shall at all times protect all desirable trees, plants, curbs, sidewalks, irrigation components, and structures not requiring removal to accomplish the work, whether or not they are shown on the plans. The Contractor must contact the City to obtain tree removal permits for the removal of any tree.

In matters of restoration all materials, construction and workmanship shall be acceptable to the City of St. Pete Beach and the City Manager or designee. No changes in size, shape, configuration, location, materials or construction shall be made without prior written authorization from the City Manager or designee.

No interruption of ingress and egress to private property shall be made unless the Contractor has made prior arrangements acceptable to the owner of the affected property. At the direction of the City Manager or his designee the Contractor shall be required to notify affected residents/property owners of impending activity or inconvenience via door hanger.

The Contractor shall provide all traffic control devices utilized during construction and meet the requirements set forth in the Florida State Department of Transportation "Manual on Traffic Control and Safe Practices for Street and Highway Construction, Maintenance, and Utility Operations."

CLEANING UP

Upon completion or termination of the work the Contractor shall, as directed by the City Manager or designee, remove from the vicinity of the work all equipment and temporary structures, waste materials and rubbish resulting from his operations, leaving the premises in a neat and presentable condition. All debris generated by the Contractor will be removed before leaving the area. All areas will be raked to remove smaller debris. All

surrounding sidewalks, parking lots and roadways will be cleared of any dust or debris generated by the Contractor. In the event of his/her failure to do so, the City at the expense of the Contractor may do the same, and his/her Surety shall be responsible therefore.

DEFECTIVE WORK OR MATERIAL

The Contractor shall promptly remove from the premises all work and materials condemned by the City Manager or designee as failing to conform to the Contract, whether incorporated or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expense to the City and shall bear the expense of making good all work of other Contractors destroyed or damaged by such removal or replacement.

If the Contractor does not remove such condemned work or materials within a reasonable time after notice, the City may remove them and store the materials at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten (10) days' time thereafter, the City may, upon thirty (30) days written notice sell such materials at auction or at private sale and shall account for the net proceeds thereof after deducting all the costs and expenses that should have been borne by the Contractor.

DISPUTE RESOLUTION

The Contract shall be construed under Florida law. The parties agree that all controversies, claims and other matters in question between the parties arising out of or relating to this Contract or its breach shall be resolved through mediation. Upon notice of any party to the Contract of a dispute, question or controversy, the parties shall agree to the appointment of a qualified mediator. A qualified mediator is a person who has received at least forty (40) hours of mediation training and has actual experience as a mediator in resolving contract disputes. If the dispute, question or controversy is not resolved through mediation within sixty (60) days of a notice of the dispute between the parties, the city reserves the right to seek resolution through court action.

INDEMNITY

The Contractor shall indemnify and save harmless the City, and the City's agents and employees, from and against all losses and all claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description brought or recovered against them by reason of any action or omission of the said Contractor, his agents, or employees, in the execution of the work or in guarding the same.

GENERAL WARRANTY

Neither the final certificate nor any provision in the Contract Documents nor partial or entire occupancy of the premises by the City shall constitute an acceptance of work not done in accordance with the Contract Documents or relieve the Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. The Contractor shall remedy any defects in the work and pay for any damage to other work resulting there from that shall appear within a period of eighteen (18) months from the date of final acceptance of the work, unless a longer period is specified. The City shall give notice of observed defects with reasonable promptness.

LAND OF CITY, USE OF, BY CONTRACTOR

The City shall provide the land upon which the work under this Contract is to be done, and will, so far as is convenient, permit the Contractor to use as much of the land as is required for the erection of temporary construction facilities and storage of materials, together with the right of access to same, but beyond this, the Contractor shall provide, at his/her cost and expense, any additional land required. It will be the responsibility of the Contractor to repair or restore to the satisfaction of the City, at their own expense, any damage to land used for the above stated activities or any other activities approved by the City.

OTHER WORK

Wherever work being done by the City or by other Contractors is contiguous to work covered by this Contract, the respective rights of the various interests involved shall be established by the City Manager or designee to secure the completion of the various portions of the work in general harmony.

OTHER CONTRACTS

The City may award other Contracts. The Contractor shall fully cooperate with such other Contractors and carefully fit his/her own work to that provided under other Contracts, as may be with the performance of work by any other Contractor or City.

DELAYS AND EXTENSION OF TIME

If the Contractor should be delayed at any time in the progress of the work by an act or neglect of the city or the City Manager or designee, or of any employee of either, or by any separate Contractor employed by the City, or by changes ordered in the work, or by strike, lockouts, fire, unusual delay in transportation, unavoidable casualties, or any cases beyond the Contractor's control, or by delay authorized by the City Manager or designee, or by any cause which the City Manager or designee shall decide to justify the delay, then the time of completion shall be extended for such reasonable time as the City Manager or designee may decide. No such extension shall be made for a delay that occurs more than seven (7) days before a claim is made in writing to the City Manager or designee. In the case of a continued cause of delay, only one (1) claim is necessary. This section does not exclude the recovery of damages for delay by either party under other provisions in the Contract Documents.

CITY'S RIGHT TO TAKE OVER THE WORK

If the Contractor shall be adjudged bankrupt, or if he/she should make a general assignment for the benefit of his/her creditors, or if a receiver should be appointed to take over his/her affairs, or if he /she should fail to prosecute his/her work with due diligence and carry the work forward in accordance with his/her work schedule and the time limits set forth in the Contract Documents, or if he/she should fail to substantially perform one or more of the provisions of the Contact Documents to be performed by him, the City may serve written notice on the Contractor and the Surety on his/her performance bond, stating its intention to exercise one of the remedies hereinafter set forth and the grounds upon which the City bases its right to exercise such remedy. In any event, unless the matter complained of is satisfactorily cleared within ten (10) days after the service of such notice, the City may, without prejudice to any other right or remedy exercise one of such remedies at once; having first obtained a certificate from the City Manager or designee that such sufficient cause exists to justify such action.

- (a) The City may terminate the services of the Contractor, which termination shall take effect immediately upon service of notice thereof on the Contractor and his Surety, whereupon the Surety shall have the right to take over and perform the Contract. If the Surety does not commence performance of the Contract within ten (10) ten days after service of the notice of termination, the City may itself take over the work, take possession of and use all materials, tools, equipment, and appliances on the premises and prosecute the work to completion by such means as it shall deem best. In the event of such termination of his service, the Contractor shall not be entitled to any further payment under his Contract until the work is completed and accepted. If the City takes over the work and if the unpaid balance of the Contract price when the City takes over the work exceeds the cost of completing the work, including compensation for damages or expenses incurred by the City through the default of the contractor, such excess shall be paid to the Contractor. In such event, if such cost, expenses, and damages shall exceed such unpaid balance of the Contract price, the Contractor and his Surety shall pay the difference to the City. The City Manager or designee shall certify such cost, expenses, and damages.
- (b) The City may take control of the work and either make good the deficiencies of the Contractor itself or direct the activities of the Contractor in doing so, employing such additional help as the City deems advisable. In such event, the City shall be entitled to collect from the Contractor and his Surety, or to deduct from any payment then or thereafter due the Contractor, the costs incurred by it through the default of the Contractor, provided the City Manager or designee approves the amount thus charged to the Contractor.
- (c) The City may require the Surety on the Contractor's bond to take control of the work at once and see to it that all deficiencies of the Contractor are made good with due diligence. As between the City and the Surety, the cost of making good such deficiencies shall all be borne by the Surety. If the Surety takes over the work, either upon termination of the services of the Contractor or upon instructions from the City to do so, the provisions of the Contract Documents shall govern in respect to the work done by the Surety, the Surety being substituted for the Contractor as to such provisions, including provisions as to the payment for the work and provisions of this section as to the right of the City to do the work itself or to take control of the work.

RIGHT OF OCCUPANCY

The City shall have the right, if necessary, to take possession of and to use any completed or partially completed portions of the work, if such use be approved by the City Manager or designee even if the time for completing the entire work or such portions of the work has not expired and even if the work has not been finally accepted. Such possession and use shall not constitute an acceptance of such possession and use if it materially interferes with the Contractor's operations. The City shall also have the right to enter the premises with the Contractor for the purpose of doing work not covered by its Contract.

ACCEPTANCE

Final inspection and acceptance of the work shall be made for the City by the City Manager or designee. Such inspection shall be made as soon as practical after the Contractor has notified the City in writing that the work is ready for such inspection.

WAIVER

It is expressly understood and agreed that any waiver granted by the City Manager or designee of any term, provision or covenants of the Contract shall not constitute a precedent or breach of the same or any other terms, provisions, or covenants of the Contract. Neither the acceptance of the work by the City nor the payment of all or any part of the sum due the Contractor hereunder shall constitute a waiver by the City of any claim which the City may have against the Contractor/Surety under this Contract or otherwise.

INSPECTION

The City Manager or designee and his representative shall, at all times, have access to the work during its construction and shall be furnished with every reasonable facility for ascertaining that the stock and materials used and employed, and the workmanship, are in accordance with the requirements and intentions of the Plans. All work done and all materials furnished shall be subject to their inspection and approval by the City Manager or his designee. If any work should be covered up without approval or consent of City Manager or designee, it must, if required by the City Manager or designee, be uncovered for examination at the Contractor's expense.

The City Manager or designee may order re-examination of questioned work and if so ordered, the Contractor must uncover the work. If such work were found in accordance with the Contract Documents, the City shall pay the cost of re-examination and replacement. If such work be found not in accordance with the Contract Documents, the Contractor shall pay such cost unless he /she shall show that the defect in the work was caused by another Contractor, and in that event, the City shall pay such cost.

The inspection of the work shall not relieve the Contractor of any of his/her obligations to fulfill his/her Contract as prescribed, and defective work shall be made good and unsuitable materials shall be rejected, notwithstanding that such defective work and materials have been previously overlooked and accepted on estimates for payment. All work shall be tested to the satisfaction of the City Manager or designee before acceptance.

AS-BUILTS

Not required for this project

BID REVIEW AND CONTRACT AWARD

Failure to submit all documents requested at the time of bid may deem the contractor's bid ineligible for award. The City of St. Pete Beach reserves the right to reject any or all bids or parts of bids or accept any bid or part thereof deemed to be in the best interests to the City of St. Pete Beach. The City shall be the sole final judge of qualifications of the bidder to perform service and reserves the exclusive right to accept or reject any bids as it deems to be in the best interests of the City. The City may waive any informalities.

LOCAL, STATE AND FEDERAL COMPLAINECE REQUIREMENTS

The laws of the State of Florida do apply to any purchase made under this Request for Bid. Proposers shall comply with all local, state, and federal directives, orders and laws as applicable to their bid and subsequent contracts include but not limited to Equal Employment Opportunity, Minority Business Enterprise, and OSHA as applicable to this contract.

A PROVISION FOR OTHER AGENCIES

Unless otherwise stipulated by the proposer, the proposer agrees to make available to all Government agencies, departments, and municipalities the bid prices submitted in accordance with said bid terms and conditions therein, should any said governmental entity desire to buy under this bid. Eligible users shall meet all State of Florida agencies, the legislative and judicial branches, political subdivisions (counties, local district school boards, community colleges, municipalities, or other public agencies or authorities), which may desire to purchase under the terms and conditions of this contract.

BID BOND

Not required for this project

RESERVES THE RIGHT

The City reserves the right to accept or reject any and/or all bids, to waive irregularities and technicalities, and to request re-submission. If only one bid is received by the bid date and time listed, the bid may or may not be rejected by the City depending upon bid review and the needs of the City.

The City reserves the right to select a firm with or without additional interviews, and may decide to select any of the firms submitting bids. The City reserves the right to award the contract to a responsible proposer submitting a responsible bid, with a resulting negotiated agreement which is most advantageous and in the best interest of the City.

Proposers, bidders, their agents, and associates shall not contact or solicit any City Commission member, City employee, or official regarding this RFB during any phase of the bidding process. Failure to comply with the provision may result in disqualification of the bidder, at the option of the City. Only that individual listed, or an approved designee, as the contact person for this RFB shall be contacted.

Once bids are submitted to the City, they cannot be withdrawn.

III REFERENCES & QUALIFICATIONS

Provide at least (3) three or more professional, business references with which you have contracted to provide similar services in the past (5) five years. Include the name of the person, their organization and telephone number, fax number, and e-mail address. Include any governmental agencies, with the same contact and descriptive information for which you have provided similar service within the past (5) five years.

Provide a brief description of the history and capabilities of the firm. Describe the types of projects or services the firm performs/has performed and the dollar value of each. Provide information regarding your firm's ability to complete this project. Demonstrate that the firm's personnel have experience with similar projects.

Identify all unresolved and ongoing claims and disputes against your firm in excess of \$500,000. Include any claims against the principals of your firm or any claims your company may have against a third party. Provide a history of litigation, including the outcomes, for the past (5) five years.

The responding firm shall provide a statement of assurance that the firm is not presently in violations of any statutes or regulatory rules that might have an impact on the firms operations. All applicable laws and regulations of the State of Florida and ordinances and regulations of the City of St. Pete Beach will apply.

Provide the overall bonding capacity for the company and provide a history of any claims against the bidder's previous bonds for the past five years.

The City shall be the sole final judge of qualifications of bidder to perform service and reserves the exclusive right to accept or reject any bid as it deems to be in the best interests of the City. The City reserves the right to make such investigation, as it deems necessary, to determine the ability of any proposer to perform the work or service requested.

IV CERTIFICATE OF INSURANCE

INSURANCE

Include in bid an approved Certificate of Insurance furnished by the contractor's carrier to guarantee the contractor is insured. **Some insurance coverage requirements may not be applicable to all RFB's and contracts.**

AWARD OF CONTRACT

The Contactor must file with the City of St Pete Beach certificates of insurance prior to commencement of work evidencing the City as a certificate holder with the following minimum coverage:

- Commercial Liability Insurance \$1,000,000.00.
- Comprehensive General Liability Insurance of \$1,000,000.00 each occurrence.
- Personal Injury for \$1,000,000.00 each occurrence.
- Automobile Liability \$1,000,000.00.
- General Workers Compensation Insurance as required by Florida law

V. Contractor Education & Training



City of St. Pete Beach
Public Services Department
155 Corey Avenue
St. Pete Beach, Florida 33706-1839
Phone: 727-363-9254 * Fax: 727-367-2736
www.stpetebeach.org

In concurrence with NPDES MS4 requirements, our staff has reviewed information and training materials on the topic of erosion and sediment control, illicit discharges, along with spill prevention and response as provided by the City of St. Pete Beach through the website and video links provided below.

Illicit Discharges:

[Illicit Discharges](#) [Illicit Discharge Training Video - Part 1](#) [Illicit Discharge Training Video - Part 2](#)

Construction Activities & BMPs:

[Discharges from Construction Activities](#) [Construction Site Stormwater Runoff Control](#)
[BMP Inspection and Maintenance](#) [Stormwater and the Construction Industry](#)

Erosion and Sedimentation Control:

[Erosion and Sedimentation Control](#)

Spill Prevention and Control:

[Spill Prevention and Control](#)

Local Resources:

[Pinellas County Watershed Management - Stormwater Runoff](#)
[Pinellas County Watershed Management](#) [City of St. Pete Beach Stormwater Fact Sheet](#)
[City of St. Pete Beach Public Services Department](#)

Company Name: _____

Signature: _____

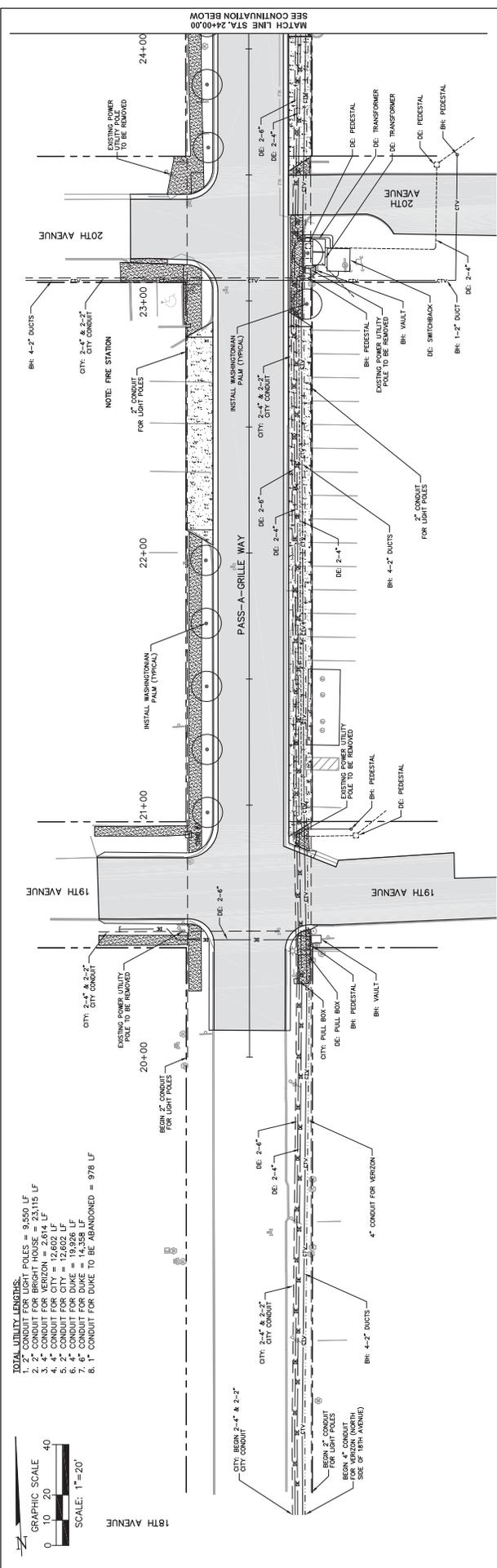
Name/Title: _____

Date: _____

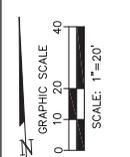
All site inspectors and site operators must be certified through the [Florida Stormwater, Erosion and Sedimentation Control Inspector Training](#) and certification program or an equivalent program approved by FDEP. All certification documents and copies of licenses must be provided to the City.

VI.

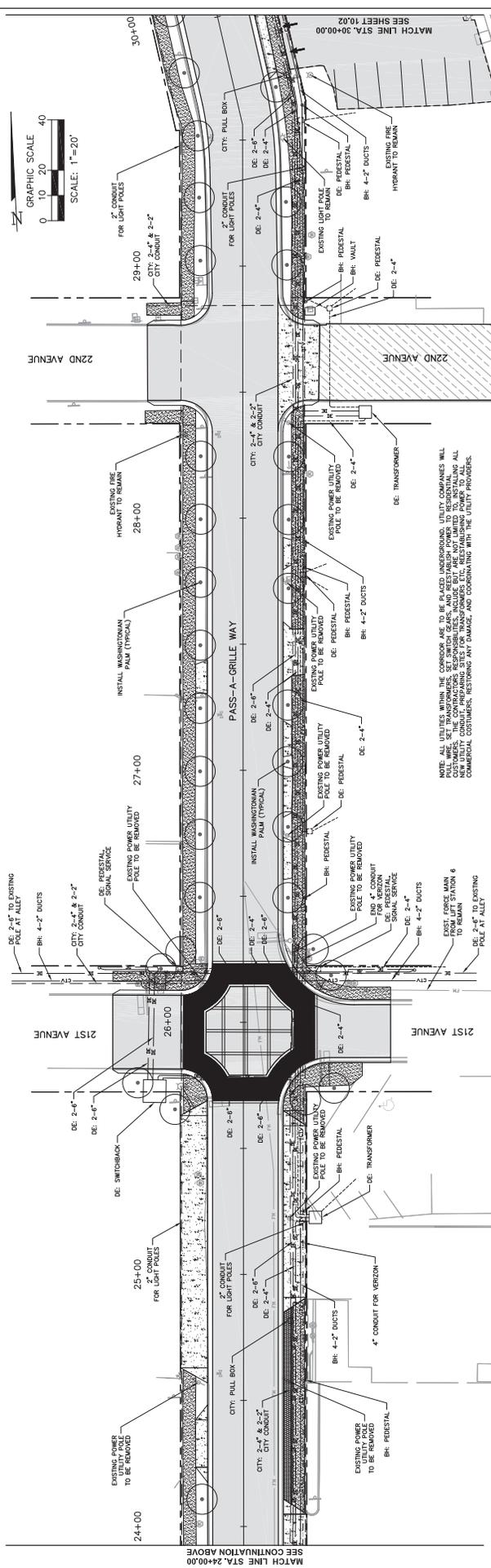
PROJECT PLANS AND SPECIFICATIONS



- TOTAL UTILITY LENGTHS:**
1. CITY CONDUIT FOR VERIZON = 9,565 LF
 2. 2" CONDUIT FOR BRIGHT HOUSE # 23115 LF
 3. 4" CONDUIT FOR VERIZON = 2,614 LF
 4. 4" CONDUIT FOR CITY = 12,602 LF
 5. 4" CONDUIT FOR DUKE = 19,926 LF
 6. 4" CONDUIT FOR DUKE = 14,358 LF
 7. 6" CONDUIT FOR DUKE = 14,358 LF
 8. 1" CONDUIT FOR DUKE TO BE ABANDONED = 978 LF



MATCH LINE STA. 24+00.00
SEE CONTINUATION BELOW



- TOTAL UTILITY LENGTHS:**
1. CITY CONDUIT FOR VERIZON = 9,565 LF
 2. 2" CONDUIT FOR BRIGHT HOUSE # 23115 LF
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 8. 1" CONDUIT FOR DUKE TO BE ABANDONED = 978 LF



MATCH LINE STA. 30+00.00
SEE SHEET 10.02

JOB No.	FAOR				
DESIGNED	JAE				
DRAWN	LUS				
CHECKED	JAE				
DATE	04/2015	NO.		BY	APP

REVISION

CPWG
CMBP PHILADELPHIA WATER GROUP
7001 Locust Place, Suite 101, Philadelphia, Pennsylvania 19133
Phone: (215) 267-2655, Cell: (215) 267-2655

CITY OF ST. PETE BEACH
STREET IMPROVEMENTS

PASS-A-GRILLE WAY
LANDSCAPE, HARDSCAPE, STREET LIGHTING
& UTILITY POLE REMOVE SET

SHEET NUMBER
10.01

NOTE: ALL UTILITIES WITHIN THE CORRIDOR ARE TO BE PLACED UNDERGROUND. UTILITY COMPANIES WILL PULL WIRE, SET TRANSFORMERS, SET SWITCH GEARS, AND REEVALUATE POWER TO RESIDENTIAL AND COMMERCIAL CONSUMERS, RESTORING ANY DAMAGE, AND COORDINATING WITH THE UTILITY PROVIDERS. NEW UTILITY CONSULTING PREPARING SITS FOR TRANSFORMERS ETC. RESTORING POWER TO ALL.



SECTION 580 - LANDSCAPE INSTALLATION

580-1 Description.

Plant trees and shrubs of the species, size, and quality indicated in the plans. The Engineer reserves the right to adjust the number and location of any of the designated types and species to be used at any of the locations shown, in order to provide for any unanticipated effects which might become apparent after the substantial completion of other phases of the project, or for other causes.

580-2 Materials.

580-2.1 Plants:

580-2.1.1 Authority for Nomenclature; Species, etc.: For the designated authority in the identification of all plant material, refer to two publications of L.H. Bailey: "Hortus III" and "Manual of Cultivated Plants," and ensure that all specimens are true to type, name, etc., as described therein. For the standard nomenclature, refer to the publication of the American Joint Committee on Horticultural Nomenclature, "Standardized Plant Names."

580-2.1.2 Grade Standards and Conformity with Type and Species: Only use nursery grown plant material except where specified as Collected Material. Use nursery grown plant material that complies with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants".

Except where a lesser grade might be specifically specified in the plans, ensure that the minimum grade for all trees and shrubs is Florida No. 1. Ensure that all plants are the proper size and grade at the time of delivery to the site, throughout the project construction period and during the plant establishment period.

Ensure that plant materials are true to type and species and that any plant materials not specifically covered in Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries.

Ensure that plant materials are shipped with tags stating the botanical and common name of the plant.

580-2.1.3 Inspection and Transporting: Move nursery stock in accordance with all Federal and State regulations therefore, and

accompany each shipment with the required inspection certificates for filing with the Engineer.

580-2.2 Water: Meet the requirements of Section 983.

580-3 Specific Requirements for the Various Plant Designations.

580-3.1 Balled-and-Burlapped Plants (B&B), and Wired Balled-and-Burlapped (WB & B):

580-3.1.1 General: Properly protect the root ball of these plants until planting them. The Engineer may reject any plant which shows evidence of having been mishandled.

Set the B&B and WB&B plants then remove the top 2/3 of all wire, rope, and binding surrounding the plant. Remove the burlap from the top 4 inches [100 mm] of the root ball. Do not disturb the root ball in any way. Bare root material is not allowed for substitution.

At least 90 days before digging out B & B and WB & B plants, root-prune those 1½ inches [38 mm] or greater in diameter and certify such fact on accompanying invoices.

580-3.1.2 Provisions for Wiring: For plants grown in soil of a loose texture, which does not readily adhere to the root system (and especially in the case of large plants or trees), the Engineer may require WB & B plants. For WB & B plants, before removing the plant from the excavated hole, place sound hog wire around the burlapped ball, and loop and tension it until the tightened wire netting substantially packages the burlapped ball such as to prevent disturbing of the loose soil around the roots during handling.

580-3.2 Container-Grown Plants (CG): The Engineer will not accept any CG plants with roots which have become pot-bound or for which the top system is too large for the size of the container. Fully cut and open all containers in a manner that will not damage the root system. Do not remove CG plants from the container until immediately before planting to prevent damage to the root system.

580-3.3 Collected Plants (Trees and Shrubs) (C): Use C plants which have a root ball according to "Florida Grades and Standards for Nursery Plants". Do not plant any C plant before the Engineer's inspection and acceptance at the planting site.

580-3.4 Collected Plants (Herbaceous) (HC): The root mass and vegetative portions of collected herbaceous plants shall be as large as the specified

container-grown equivalent. Do not plant any collected plant before inspection and acceptance by the Engineer.

580-3.5 Specimen Plants (Special Grade): When Specimen (or Special Grade) plants are required, label them as such on the plant list, and tag the plant to be furnished.

580-3.6 Palms: Wrap the roots of all plants of the palm species before transporting, except if they are CG plants and ensure that they have an adequate root ball structure and mass for healthy transplantation as defined in "Florida Grades and Standards for Nursery Plants".

The Engineer will not require burlapping if the palm is carefully dug from marl or heavy soil that adheres to the roots and retains its shape without crumbling. During transporting and after arrival, carefully protect root balls of palms from wind and exposure to the sun. Muck grown palms are not allowed. After delivery to the job site, if not planting the palm within 24 hours, cover the root ball with a moist material. Plant all palms within 48 hours of delivery to the site.

Move sabal and coconut palms in accordance with the "Florida Grades and Standards for Nursery Plants."

580-3.7 Substitution of Container-Grown (CG) Plants: With the Engineer's approval, the Contractor may substitute CG plants for any other root classification types, if he has met all other requirements of the Contract Documents.

580-4 Planting Requirements.

580-4.1 Layout: Prior to any excavation or planting, mark all planting beds and individual locations of palms, trees, large shrubs and proposed art and architectural structures, as shown in the plans, on the ground with a common bright orange colored spray paint, or with other approved methods, within the project limits. Obtain the Engineer's approval and make necessary utility clearance requests.

580-4.2 Excavation of Plant Holes: Excavate plant holes after an area around the plant three times the size of the root ball has been tilled to a depth of the root ball. Ensure that the plant hole is made in the center of the tilled area only to the depth of the plant root ball.

Where excess material has been excavated from the plant hole, use the excavated material to backfill to proper level.

580-4.3 Setting of Plants: Center plants in the hole. Lower the plant into the hole so that it rests on a prepared hole bottom such that the roots are level with,

or slightly above, the level of their previous growth and so oriented such as to present the best appearance.

Backfill with native soil, unless otherwise specified on the plans. Firmly rod and water-in the backfill so that no air pockets remain. Apply a sufficient quantity of water immediately upon planting to thoroughly moisten all of the backfilled earth. Keep plants in a moistened condition for the duration of the planting period.

When so directed, form a water ring 6 inches [150 mm] in width to make a water collecting basin with an inside diameter equal to the diameter of the excavated hole. Maintain the water ring in an acceptable condition.

580-4.4 Special Bed Preparation: Where multiple or mass plantings are to be made in extended bedding areas, and the plans specify Special Bed Preparation, prepare the planting beds as follows:

Remove all vegetation from within the area of the planting bed and excavate the surface soil to a depth of 6 inches [150 mm]. Backfill the excavated area with peat, sand, finish soil layer material or other material to the elevation of the original surface. Till the entire area to provide a loose, friable mixture to a depth of at least 8 inches [200 mm]. Level the bed only slightly above the adjacent ground level. Then mulch the entire bedding area, in accordance with 580-8.

580-5 Staking and Guying.

580-5.1 General: When specified in the plans, or as directed by the Engineer, stake plants in accordance with the following.

Use wide plastic, rubber or other flexible strapping materials to support the tree to stakes or ground anchors that will give as the tree moves in any direction up to 30 degrees. Do not use rope or wire through a hose. Use guy chords, hose or any other thin bracing or anchorage material which has a minimum 12 inches [300 mm] length of high visibility flagging tape secured to guys, midway between the tree and stakes for safety.

Stake trees larger than 1 inch [25 mm] diameter and smaller than 2 inches [50 mm] diameter with a 2 by 2 inch [50 by 50 mm] stake, set at least 2 feet [0.6 m] in the ground and extending to the crown of the plant. Firmly fasten the plant to the stake with flexible strapping materials as noted above.

580-5.2 Trees of 2 to 3 1/2 inches [50 to 90 mm] Caliper: Stake all trees, other than palm trees, larger than 2 inches [50 mm] caliper and smaller than 3 1/2 inches [90 mm] caliper with two 2 by 4 inch [50 by 100 mm] stakes, 8 feet [2.4 m] long, set 2 feet [0.6 m] in the ground. Place the tree midway between the stakes and hold it firmly in place by flexible strapping materials as noted above.

580-5.3 Large Trees: Guy all trees, other than palm trees, larger than 3 1/2 inches [90 mm] caliper, from at least three points, with flexible strapping materials as noted above.

Anchor flexible strapping to 2 by 4 by 24 inch [50 by 100 by 600 mm] stakes, driven into the ground such that the top of the stake is at least 3 inches [75 mm] below the finished ground.

580-5.4 Special Requirements for Palm Trees: Brace palms which are to be staked with three 2 by 4 inch [50 by 100 mm] wood braces, toe-nailed to cleats which are securely banded at two points to the palm, at a point one third the height of the trunk. Pad the trunk with five layers of burlap under the cleats. Place braces approximately 120 degrees apart and secure them underground by 2 by 4 by 12 inch [50 by 100 by 300 mm] stake pads.

580-6 Tree Protection and Root Barriers.

Install tree barricades when called for in the Contract Documents or by the Engineer to protect existing trees from damage during project construction. Place barricades at the drip line of the tree foliage or as far from the base of the tree trunk as possible. Barricades shall be able to withstand bumps by heavy equipment and trucks. Maintain barricades in good condition.

When called for in the Contract Documents, install root barriers or fabrics in accordance with the details shown.

580-7 Pruning.

Prune all broken or damaged roots and limbs in accordance with established arboriculture practices. When pruning is completed ensure that all remaining wood is alive. Do not reduce the size or quality of the plant below the minimum specified.

580-8 Mulching.

Uniformly apply mulch material, consisting of wood chips (no Cypress Mulch is allowed), pine straw, compost, or other suitable material approved by the Engineer, to a minimum loose thickness of 3 inches [75 mm] over the entire area of the backfilled hole or bed within two days after the planting. Compost used for mulch shall meet the requirements of Section 987. Maintain the mulch continuously in place until the time of final inspection.

580-9 Disposal of Surplus Materials and Debris.

Dispose of surplus excavated material from plant holes by scattering or otherwise as might be directed so that it is not readily visible or conspicuous to the passing motorist

or pedestrian. Remove all debris and other objectionable material from the site and clean up the entire area and leave it in neat condition.

580-10 Contractor's Responsibility for Condition of the Plantings.

Ensure that the plants are kept watered, that the staking and guying is kept adjusted as necessary, that all planting areas and beds are kept free of weeds and undesirable plant growth and that the plants are maintained so that they are healthy, vigorous, and undamaged at the time of acceptance.

580-11 Plant Establishment Period and Contractor's Warranty.

Assume responsibility for the proper maintenance, survival and condition of all landscape items for a period of one year after the final acceptance of all work under the Contract in accordance with 5-11. Provide a Warranty/Maintenance Bond to the Department in the amount of the total sums bid for all landscape items as evidence of warranty during this plant establishment period. The costs of the bond will not be paid separately, but will be included in the costs of other bid items.

In addition to satisfying the provisions of Section 287.0935, Florida Statutes, the bonding company is required to have a A.M. Best rating of "A" or better. If the bonding company drops below the "A" rating during the one year Warranty/Maintenance Bond period, provide a new Warranty/Maintenance Bond for the balance of the one year period from a bonding company with an "A" or better rating. In such event, all costs of the premium for the new Warranty/Maintenance Bond shall be at the Contractor's expense.

Take responsibility to apply water as necessary during this period and include the cost in the various landscape items. No separate measurement or payment will be made for water during the plant establishment period.

The Engineer will conduct interim inspections of all landscape items 90 days, 180 days and 270 days into the plant establishment period, as well as at the end of the plant establishment period. As part of the warranty to the Department, and at no cost to the Department, immediately replace all landscape items found not to meet minimum specifications as shown in 580-2.1.2 after each inspection.

At the end of the one year warranty period, the Engineer will release the Contractor from further warranty work and responsibility, provided all landscape items are established and all previous warranty and remedial work, if any, has been completed.

580-12 Method of Measurement.

The quantities to be paid for will be the items shown in the plans, completed and accepted.

580-13 Basis of Payment.

Prices and payments will be full compensation for all work specified in this Section, including furnishing and planting the designated plant types, the furnishing and placing of the plant backfill, fertilizer and mulch, (except where such are shown to be paid for under a separate item), the application of water, the maintenance, care, etc., and all costs of any required replacing of plantings or restoring of damaged areas.

SECTIONS 581-2 AND 583-4 - LANDSCAPING

(the more strict specification will govern)

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.
- B. Nomenclature: Shall conform to the names given in "Standardized Plant Names", 1942 Edition, prepared by the American Joint Committee on Horticultural Nomenclature or by the Bureau of Plant Industry, State of Florida. Names of varieties not included therein shall conform generally with names accepted in the nursery trade.

1.2 SUMMARY

- A. This Section includes provisions for the following items:
 - 1. Trees.
 - 2. Shrubs.
 - 3. Plants.
 - 4. Ground cover.
 - 5. Lawns.
 - 6. Initial maintenance of landscape materials.
- B. Related Sections: The following sections contain requirements that relate to this Section.
 - 1. Excavation, filling, and rough grading required to establish elevations shown on drawings is specified in Division 2 Section, "Earthwork."
 - 2. Underground sprinkler system is specified in Division 2 Section, "Irrigation Systems."

1.3 QUALITY ASSURANCE

- A. Subcontract landscape work to a single firm specializing in landscape work. All planting shall be performed by personnel familiar with planting procedures and under the supervision of a qualified planting foreman. Except as otherwise specified, the contractor's work shall conform to accepted horticultural practices as used in the trade.

- B. General: Comply with applicable Federal, State, County and local codes, ordinances and regulations governing landscape materials and work.
- C. General: Ship landscape materials with certificates of inspection required by governing authorities. Comply with regulations applicable to landscape materials.
- D. Substitutions will be permitted only upon submission of proof that any specified plant is not obtainable or suitable for the location as specified on the plan and upon written authorization of the Architect.
- E. Analysis and Standards: Package standard products with manufacturer's certified analysis. For other materials, provide analysis by recognized laboratory made in accordance with methods established by the Association of Official Agriculture Chemists, wherever applicable.
- F. Topsoil: Before delivery of topsoil, furnish Architect with written statement giving location of properties from which topsoil is to be obtained, names and addresses of owners, depth to be stripped, and crops grown during past 2 years.
- G. Trees, Shrubs, and Plants: Provide trees, shrubs, and plants of quantity, size, genus, species, and variety shown and scheduled for landscape work. Provide healthy, vigorous stock, grown in recognized nursery in accordance with good horticultural practice and free of disease, insects, eggs, larvae, and defects such as knots, sun-scald, injuries, abrasions, or disfigurement. All material shall be graded Florida No. 1 or better as outlined under Grades and Standards for Nursery Plants, Division of Plant Industry, State of Florida, unless otherwise noted.
- H. At Architect's request, contractor shall provide, at no additional expense to the Owner, certification by an independent certified horticulturist, botanist and/or agricultural laboratory that the ground covers, shrubs, trees and palms comply with specified genus, species, variety, grade and standards.
- I. Label at least one tree and one shrub of each variety with a securely attached waterproof tag bearing legible designation of botanical and common name.
 - 1. Where formal arrangements or consecutive order of trees or shrubs are shown, select stock for uniform height and spread, and label with number to assure symmetry in planting.
- J. Inspection: The Architect may inspect trees and shrubs either at place of growth or at site before planting, for compliance with requirements for

genus, species, variety, size, and quality. Architect retains right to further inspect trees and shrubs for size and condition of balls and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Remove rejected trees or shrubs immediately from project site.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specification Sections.
1. Contractor to submit total quantities of the following items to the Architect prior to installation:
 - (a) Topsoil
 - (b) Planting Soil
 - (c) Mulch
 - (d) Sod
 2. Plant and Material Certifications: Furnish manufacturer's certificate of compliance as specified and required.
 3. Certificates of inspection as required by governmental authorities: All required inspection certificates shall accompany the invoices. Required transportation documents are to be submitted with invoices as back-up.
 4. Manufacturer's or vendor's certified analysis for soil amendments, pre-emergent herbicide, and fertilizer materials.
 5. Label data substantiating that plants, trees, shrubs and planting materials comply with specified requirements.
 6. Planting Schedule: Proposed planting schedule, indicating dates for each type of landscape work during normal seasons for such work in area of site. Correlate with specified maintenance periods to provide maintenance from date of substantial completion. Once accepted, revise dates only as approved in writing, after documentation of reasons for delay.
 7. Maintenance Instructions: Typewritten instructions recommending procedures to be established by Owner for maintenance of landscape work for one full year. Submit prior to expiration of required maintenance period(s).

1.5 DELIVERY, STORAGE AND HANDLING

- A. Packaged Materials: Deliver packaged materials in containers showing weight, analysis, and name of manufacturer. Protect materials from deterioration during delivery, and while stored at site.
- B. Sod: Time delivery so that sod will be placed within 24 hours after stripping. Protect sod against drying and breaking of pads.
- C. Trees and Shrubs: Provide freshly dug trees and shrubs. Do not prune prior to delivery unless otherwise approved by Architect. Do not bend or bind-tie trees or shrubs in such manner as to damage bark, break branches, or destroy natural shape. Provide protective covering during delivery. Do not drop balled and burlapped stock during delivery.
- D. Deliver trees and shrubs after preparations for planting have been completed and plant immediately. If planting is delayed more than 6 hours after delivery, set trees and shrubs in shade, protect from weather and mechanical damage, and keep roots moist by irrigating all trees and shrubs until they have been planted.
- E. Do not remove container-grown stock from containers until planting time.

1.6 JOB CONDITIONS

- A. Utilities: Prior to the preparation of planting areas and plant pits, ascertain the location of all electrical cables, all conduits, all utility lines, oil tanks and supply lines, so that proper precautions may be taken not to disturb or damage any sub-surface improvements. Properly maintain and protect existing utilities. Hand excavate, as required. Maintain grade stakes set by others until removal is mutually agreed upon by parties concerned.
- B. Excavation: When conditions detrimental to plant growth are encountered, such as rubble fill, adverse drainage conditions, or obstructions, notify Architect before planting.
- C. The Contractor shall take all necessary precautions to avoid damage to existing structures or utilities while installing plants. The Contractor shall be responsible for all damages to existing structures or utilities caused by his operations.

1.7 SEQUENCING AND SCHEDULING

- A. Planting Time: Proceed with, and complete landscape work as rapidly as portions of site become available.

- B. Plant or install materials during normal planting seasons for each type of plant material required.
- C. Correlate planting with specified maintenance periods to provide maintenance from date of substantial completion.
- D. Coordination with Lawns: Plant trees and shrubs after final grades are established and prior to planting of lawns, unless otherwise acceptable to Architect. If planting of trees and shrubs occurs after lawn work, protect lawn areas and promptly repair damage to lawns resulting from planting operations.
- E. The work shall be coordinated with other trades to prevent conflicts. Coordinate the planting with the irrigation work to assure availability of water and proper location of irrigation equipment and plant materials.

1.8 SPECIAL PROJECT WARRANTY

- A. Contractor will warranty lawns through specified lawn maintenance period, and until final acceptance.
- B. Warranty trees, shrubs, and palms for a period of one year from date of final acceptance, against defects including death and unsatisfactory growth, except for defects resulting from abuse or damage by others, or unusual phenomena or incidents which are beyond Contractor's control. The Landscape Contractor shall notify the Owner's Representative in writing, ten (10) days prior to expiration of warranty periods and said warranty period shall be continued until such written notification is received.
- C. At the end of the guarantee period, the Owner's Authorized Representative will conduct an inspection. All plants that are dead or not in satisfactory growth, as determined by the OAR, shall be removed from the site and shall be immediately replaced.
- D. Remove and replace trees, shrubs, or other plants found to be dead or in unhealthy condition during warranty period. Make replacements during growth season following end of warranty period. Replace trees and shrubs that are in doubtful condition at end of warranty period unless, in opinion of Architect, it is advisable to extend warranty period for a full growing season. All replacements shall be plants of the same kind and size as specified in the Plant List. They shall be furnished and planted as specified with no additional cost to the Owner. All replacement shall be guaranteed for an additional period of three (3) months.

PART 2 - PRODUCTS

2.1 TOPSOIL

- A. Topsoil for landscape work is not available at site and must be furnished as specified.
- B. Provide new topsoil that is fertile, friable, natural loam, surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter, and free of roots, stumps, stones larger than 1/2 inch in any dimension, and other extraneous or toxic matter harmful to plant growth. Topsoil shall be obtained from naturally drained sources; shall contain at least 25 percent organic matter. Acidity shall range from pH 5.5 to pH 6.5 inclusive. Topsoil shall be proportioned by volume rather than weight. No site mixing will be accepted. Topsoil shall be spread at a minimum depth of not less than 2 1/2" over all areas to receive sod. The total cubic yards of topsoil shall be provided to the Architect prior to installation. Alternative topsoil shall be approved by Architect prior to delivery to site.

2.2 PLANTING SOIL

- A. Planting soil shall consist of an evenly blended mixture of the following and as per the depth shown on the planting details provided within the contract documents:
 - 1. 2/3 approved topsoil as specified herein.
 - 2. 1/3 Spaghnum Peat Moss: Finely divided peat, may provide in granular form, free of hard lumps and with pH range suitable for intended use.
- B. Contractor to provide Architect with total cubic yards of planting soil prior to installation.
- C. Mulch: 3" minimum organic mulch free from deleterious materials and suitable for top dressing of trees, shrubs, or ground covers and consisting of the following:
 - 1. Mini Nugget Pine Bark Mulch
- D. Commercial Fertilizer: Complete fertilizer of neutral character, with some elements derived from organic sources. The fertilizer mixture shall contain minor elements suitable for the plants being used. The source of the nutrients shall be suitable for the various specific types of plants being used (acid or alkaline). All fertilizer to be slow release.

1. All trees and shrubs shall be fertilized with Agriform 20-10-5 Tablets at time of planting. Trees shall receive six tablets evenly spaced around the root ball. Shrubs shall receive three tablets evenly spaced around the root ball. Tablets shall be placed at the mid-depth point of the plant pit.
 2. Fertilizer for ground cover beds shall be evenly applied to all newly planted areas at the rate of 1-1/2 pounds of actual nitrogen, 1-1/2 pounds of actual phosphorous and 1-1/2 pounds of actual potash per one thousand square feet.
 3. For lawns, provide fertilizer with percentage of nitrogen required to provide not less than 1 pound of actual nitrogen per 1,000 sq. ft. of lawn area and not less than 4 percent phosphoric acid and 2 percent potassium. Provide nitrogen in a form that will be available to lawn during initial period of growth; at least 50 percent of nitrogen to be organic form.
- E. All topsoil, planting soil and planting beds shall be treated with a pre-emergent herbicide prior to installation of plant material.

2.3 PLANT MATERIALS

- A. Quality: Provide trees, shrubs, and other plants of size, genus, species, and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock." All plants shall have been transplanted or root pruned at least once in the three years previous to contract date. Root bound container plants will not be accepted. Collected plants shall not be used unless called for in the specifications or approved in writing by the Architect.
- B. Quantities: In the event of a variation between the Plant List and the actual number of plants shown on the plans, the plans shall control.
- C. Trees: Provide trees of height and caliper scheduled or shown and with branching configuration recommended by ANSI Z60.1 for type and species required. Provide single stem trees except where special forms are shown or listed. The caliper of tree trunks is to be taken one foot above the ground level.
1. Provide container grown trees unless otherwise indicated on plans.
 2. Balled and burlapped (B&B) trees will be acceptable in lieu of container grown trees with Architect's written authorization.

- D. Shrubs: Provide shrubs of the height shown or listed and with not less than minimum number of canes required by ANSI Z60.1 for type and height of shrub required.
 - 1. Provide container grown shrubs unless otherwise indicated on plans.
 - 2. Balled and burlapped (B&B) shrubs will be acceptable in lieu of container grown shrubs with Architect's written authorization.
- E. Anti-desiccants: Anti-desiccants for retarding excessive loss of plant moisture and inhibiting will shall be sprayable, water insoluble vinyl-vinylethane complex which will produce a moisture retarding barrier not removable by rain. Wilt-pruf Formula NCF as manufactured by Nursery Specialty Products, Greenwich, CT or approved equal.

2.4 GRASS MATERIALS

- A. Sod: Provide strongly rooted sod, not less than 2 years old, free of weeds and undesirable native grasses, and machine cut to pad thickness of 3/4 inch (plus or minus 1/4 inch), excluding top growth and thatch. Provide only sod capable of vigorous growth and development when planted (viable, not dormant). Sod shall have been mowed twice prior to harvesting.
 - 1. Provide sod of uniform pad sizes with maximum 5 percent deviation in either length or width. Broken pads or pads with uneven ends will not be acceptable. Sod pads incapable of supporting their own weight when suspended vertically with a firm grasp on upper 10 percent of pad will be rejected.
 - 2. Provide Bahia sod (*Paspalum Notatum* 'Argentine') at locations indicated.
 - 3. Provide St. Augustine sod (*Stenotaphrum Secundatum* 'Floritam') at locations indicated.

2.5 GROUND COVER

- A. Provide plants established and well rooted in removable containers or integral peat pots and with not less than minimum number and length of runners required by ANSI Z60.1 for the pot size shown or listed.

2.6 MISCELLANEOUS LANDSCAPE MATERIALS

- A. Stakes and Guys: Provide pressure treated stakes and deadmen of sound new hardwood or treated softwood, free of knot holes and other defects. Provide wire ties and guys of 2-strand, twisted, pliable galvanized iron wire, not lighter than 12 ga. with zinc-coated turnbuckles. Provide not less than 1/2 inch diameter rubber or plastic hose, cut to required lengths and of uniform color, material, and size to protect tree trunks from damage by wires. All wires must be flagged with red flagging tape above turnbuckle and 4" above finish grade.
- B. Provide the following items for each date palm tree:
1. Guying and Staking System
 - (a) Wide durable synthetic webbing palm collar min. 30 inch diameter by "Duckbill Tree Support Systems" or Architect approved equal.
 - (b) Three (3) Model 88-DTS-O "Duckbill Anchors" with holding capacity of at least 3,000 lbs. per anchor or Architect approved equal.
 - (c) Three (3) 15' x 3/16"-7 x 7 galvanized steel cable vinyl coated in orange with eye to eye type, zinc plated, 3/8" threaded diameter with 3" take-up turnbuckles.
 - (d) Six (6) 1/8" zinc-plated cable clamps.
 - (e) DR-1 steel drive rod 3' long with 1/2" round driving tip by "Duckbill Tree Support Systems" for installation of anchors, or Architect approved equal.
 2. Coarse White Sand: Provide clean coarse white sand with effective size between 0.4 and 0.6 mm with uniformity coefficient less than 4.0, free of debris, stones or other undesirable elements. Contractor shall furnish architect with total cubic yards of coarse white sand to be provided, prior to installation.
 3. Graded Gravel: Provide clean graded gravel all passing through a 2 1/2" sieve and retained on 3/4" to 1/2" sieve screen, free of debris, organic matter and other undesirable elements. Contractor shall furnish architect with total cubic yards of graded gravel to be provided, prior to installation.

PART 3 - EXECUTION

3.1 PREPARATION - GENERAL

- A. Prior to placing planting mix and backfill, or commencing with planting of groundcover or shrubs, roto-till any or all areas that have been mechanically compacted 90% to 95% for construction purposes.
- B. Finish Grade: The Landscape Contractor will grade the site to a finished grade for planting areas as required by the specifications.
- C. Lay out individual tree and shrub locations and areas for multiple plantings. Stake locations and outline areas and secure Architect's acceptance before start of planting work. Make minor adjustments as may be required.
- D. Plants shall be protected upon arrival at the site, by being thoroughly watered and properly maintained until planted. Plants shall not remain unprotected for a period exceeding 24 hours. At all times workmanlike methods customary in good horticultural practice shall be exercised.
- E. Irrigation system to be fully functional before planting each area.
- F. The existence and location of underground utilities if shown on the drawings are not guaranteed and shall be investigated and verified in the field before starting work. Excavation in the vicinity of existing structures and utilities shall be carefully done.
- G. Should overhead or underground obstructions be encountered which interfere with plantings, alternate locations will be selected by the Architect.

3.2 PREPARATION OF PLANTING SOIL

- A. Before mixing, clean topsoil of roots, plants, sods, stones, clay lumps, and other extraneous materials harmful or toxic to plant growth.
- B. Mix specified topsoil and fertilizers with existing topsoil at rates specified. Delay mixing of fertilizer if planting will not follow placing of planting soil within a few days.
- C. For pit and trench type backfill, mix planting soil prior to backfilling, and stockpile at site.
- D. For planting beds and lawns, mix planting soil either prior to planting or apply on surface of topsoil and mix thoroughly before planting.

3.3 PREPARATION FOR PLANTING LAWNS

- A. Loosen subgrade of lawn areas to a minimum depth of 4 inches. Remove stones measuring over 1-1/2 inches in any dimension. Remove sticks, roots, rubbish, and other extraneous matter. Limit preparation to areas that will be planted promptly after preparation.
- B. Spread topsoil to minimum depth of 2 1/2" or to that which is required to meet lines, grades, and elevations shown, after light rolling and natural settlement.
- C. Place approximately 1/2 of total amount of topsoil required. Work into top of loosened subgrade to create a transition layer and then place remainder of planting soil.
- D. Preparation of Unchanged Grades: Where lawns are to be planted in areas that have not been altered or disturbed by excavating, grading, or stripping operations, prepare soil for lawn planting as follows: Till to a depth of not less than 6 inches. Remove high areas and fill in depressions. Till soil to a homogenous mixture of fine texture, free of lumps, clods, stones, roots and other extraneous matter.
 - 1. Prior to preparation of unchanged areas, remove existing grass, vegetation and turf. Dispose of such material outside of Owner's property. Do not turn existing vegetation over into soil being prepared for lawns.
 - 2. Allow for sod thickness in areas to be sodded.
 - 3. Apply specified commercial fertilizer at rates specified and thoroughly mix into upper 2 inches of topsoil. Delay application of fertilizer if lawn planting will not follow within a few days.
- E. Fine grade lawn areas to smooth, even surface with loose, uniformly fine texture. Roll, rake, and drag lawn areas, remove ridges and fill depressions, as required to meet finish grades. Limit fine grading to areas which can be planted immediately after grading.
- F. Moisten prepared lawn areas before planting if soil is dry. Water thoroughly and allow surface moisture to dry before planting lawns. Do not create a muddy soil condition.

- G. Restore lawn areas to specified condition, if eroded or otherwise disturbed, after fine grading and prior to planting.

3.4 PREPARATION OF PLANTING BEDS

- A. Loosen subgrade of planting bed areas to a minimum depth of 12 inches using a culti-mulcher or similar equipment. Remove stones measuring over 1-1/2 inches in any dimension. Remove sticks, stones, rubbish, and other extraneous matter. Where excessive soil compaction occurs, the contractor shall loosen two and a half (2 1/2) times deeper than specified depth as noted on the planting details located within the Contract Documents.
- B. Spread planting soil mixture to minimum depth required to meet lines, grades, and elevations shown, after light rolling and natural settlement, but not less than 12" deep. Place approximately 1/2 of total amount of planting soil required. Work into top of loosened subgrade to create a transition layer, then place remainder of the planting soil.
- C. Dig beds not less than 12 inches deep.
- D. Remove 12 inches of soil and replace with prepared planting soil mixture and fertilizers.

3.5 EXCAVATION FOR TREES, PALMS AND SHRUBS

- A. Excavate pits, beds, and trenches with vertical sides and with bottom of excavation compacted and raised 6" minimum at center to provide proper drainage and prevent settling. Loosen hard subsoil in remaining bottom of excavation. Where excessive soil compaction occurs, the contractor shall loosen two and a half (2 1/2) times deeper than specified depth as noted on the planting details located within the Contract Documents.
 - 1. Excavate planting pits for palms with vertical sides. Loosen compacted subsoil in the bottom of the excavation. Where excessive soil compaction occurs, the contractor shall loosen subgrade two and a half (2 1/2) times deeper than the specified depth as noted on the planting details located within the Contract Documents. To provide for proper drainage, fill bottom of planting pit with minimum 18" graded gravel and lightly compact.
 - 2. For bare root trees and shrubs, make excavations at least 12 inches wider than root spread and deep enough to allow for setting of roots on a 6" minimum layer of compacted backfill and with collar set at same grade level as in nursery, but 1 inch below finished grade at site.

- (a) Allow for 9 inch setting layer of planting soil mixture.
- 3. For balled and burlapped (B&B trees and shrubs), make excavations at least half again as wide as the ball diameter and equal to the ball depth, plus following allowance for setting of ball on a 6" minimum layer of compacted backfill:
 - (a) Allow for 3 inch thick setting layer of planting soil mixture.
- 4. For container grown stock, excavate as specified for balled and burlapped stock, adjusted to size of container width and depth.
- B. Dispose of subsoil removed from planting excavations. Do not mix with planting soil or use as backfill.
- C. Fill excavations (planting pits) for trees and shrubs with water and allow water to percolate out prior to planting. If percolation problems exist, contractor shall suspend planting in the area and notify architect immediately for resolution of the problem.

3.6 PLANTING TREES, PALMS AND SHRUBS

- A. Set balled and burlapped (B&B) stock on 6" layer of compacted planting soil mixture, plumb and in center of pit or trench with top of ball at same elevation as adjacent finished landscape grades. Remove burlap from sides of balls; retain on bottoms. Remove completely any and all synthetic burlap or root ball covering prior to planting. When set, place additional backfill around base and sides of ball, and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing remainder of backfill. Repeat watering until no more is absorbed. Water again after placing final layer of backfill.
- B. Set date palms on 18" minimum lightly compacted graded gravel, plumb and in center of planting pit with top of root ball at the same elevation as adjacent finish landscape grades. When set, place white coarse sand around base and sides of ball and work each layer to settle backfill and eliminate voids and air pockets. When excavation is approximately 2/3 full, water thoroughly before placing the remainder of white coarse sand. Repeat watering until no more is absorbed. Place a final layer of specified planting soil to the specified depth over the white coarse sand and mulch. Water again after final layer.
- C. Set bare root stock on cushion of planting soil mixture. Spread roots and carefully work backfill around roots by hand and puddle with water until

backfill layers are completely saturated. Plumb before backfilling and maintain plumb while working backfill around roots and placing layers of soil mixture above roots. Set collar 1 inch below adjacent finish landscape grades. Spread out roots without tangling or turning up to surface. Cut injured roots clean; do not break.

- D. Set container grown stock, as specified, for balled burlapped stock, except cut cans on 2 sides with an approved can cutter; remove bottoms of wooden boxes after partial backfilling so as not to damage root balls.
- E. Dish top of backfill to allow for mulching.
- F. Mulch pits, trenches, and planted areas. Provide not less than following thickness of mulch, and finish level with adjacent finish grades.
- G. Provide 3 inches minimum thickness of mulch in all areas as specified.
- H. Prune, thin out, and shape trees and shrubs in accordance with standard horticultural practice. Prune trees to retain required height and spread. Unless otherwise directed by Architect, do not cut tree leaders, and remove only injured or dead branches from flowering trees, if any. Prune shrubs to retain natural character. Pruning to occur only after planting under direction of the Architect.
- I. Remove and replace excessively pruned or misformed stock resulting from improper pruning.
- J. Wrap tree trunks with burlap at any point where wood baton braces will come in contact with the tree trunk.
- K. Guy and stake trees immediately after planting, as indicated by the planting details submitted by the Architect. Alternative methods must be approved by the Architect.

3.7 SODDING NEW LAWNS

- A. Lay sod within 24 hours from time of stripping.

3.8 PLANTING GROUND COVER

- A. Space ground cover plants as indicated or scheduled. Triangular spacing to be used in all ground cover beds.
- B. Excavate entire ground cover beds to allow for spreading of roots and backfill with planting soil. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water. Water

thoroughly after planting, taking care not to cover crowns of plants with wet soil.

- C. Mulch areas between ground cover plants as specified.

3.9 MAINTENANCE

- A. Begin maintenance immediately after planting.
- B. Maintain trees, shrubs, and other plants until final acceptance, but in no case, less than 180 days after substantial completion of planting.
- C. Maintain palms for a period of 1 year from the date of final acceptance.
- D. Maintain trees, shrubs, and other plants by pruning, cultivating, and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and disease.
- E. Maintain lawns for not less than the period stated below, and longer as required to establish an acceptable lawn.
 - 1. Sodded lawns, not less than 90 days after substantial completion.
- F. Maintain lawns by watering, fertilizing, weeding, mowing, trimming, and other operations such as rolling, regrading and replanting as required to establish a smooth, acceptable lawn, free of eroded or bare areas.

3.10 CLEANUP AND PROTECTION

- A. During landscape work, keep pavements clean and work area in an orderly condition.
- B. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades, and trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.
- C. Damage resulting from erosion, gullies, washouts or other causes shall be repaired by filling with topsoil, tamping, re-fertilizing and slope stabilizing by the Contractor.

3.11 INSPECTION AND ACCEPTANCE

- A. When landscape work is substantially completed, Architect will, upon request, make an inspection to determine substantial completion acceptance. If all materials and workmanship are found to be acceptable, the architect will furnish written notification of substantial completion, thus beginning the stipulated maintenance periods.
- B. Landscape work may be inspected for substantial completion in portions as agreeable to Architect provided each portion of work offered for inspection is complete.
- C. When inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until reinspected by Architect and found to be acceptable. Remove rejected plants and materials promptly from project site.