

**CITY OF NAPLES, FLORIDA**  
**AGREEMENT**  
**(SERVICES)**

**Bid/Proposal No.**                    **15-047**

**Clerk Tracking No.**                15-00096

**Project Name:**                    **Gulf Shore Boulevard North Median Landscaping**

THIS AGREEMENT (the "Agreement") is made and entered into this 10th day of June, 2015, by and between the City of Naples, a Florida municipal corporation, (the "CITY") and **Hannula Landscaping and Irrigation, Incorporated**, a **Florida Profit Corporation**, located at: **28131 Quails Nest Lane; Bonita Springs, Florida 34135** (the "CONTRACTOR").

WHEREAS, the CITY desires to obtain the services of the CONTRACTOR concerning certain services specified in this Agreement (referred to as the "Project"); and

WHEREAS, the CONTRACTOR has submitted an **(ITB) Invitation to Bid No. 15-047** for provision of those services; and

WHEREAS, the CONTRACTOR represents that it has expertise in the type of services that will be required for the Project.

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

**ARTICLE ONE**  
**CONTRACTOR'S RESPONSIBILITY**

1.1. The Services to be performed by the CONTRACTOR are generally described as **Gulf Shore Boulevard North Median Landscaping** and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

1.2. The CONTRACTOR agrees to obtain and maintain throughout the period of this Agreement all such licenses as are required to do business in the State of Florida, the City of Naples, and in Collier County, Florida, including, but not limited to, all licenses required by the respective state boards and other governmental agencies responsible for regulating and licensing the services to be provided and performed by the CONTRACTOR pursuant to this Agreement.

1.3. The CONTRACTOR agrees that, when the services to be provided hereunder relate to a professional service which, under Florida Statutes, requires a license, certificate of authorization or other form of legal entitlement to practice such services, it shall employ or retain only qualified personnel to provide such services.

1.4. The CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified employee to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized

and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

1.5. The CONTRACTOR has represented to the CITY that it has expertise in the type of services that will be required for the Project. The CONTRACTOR agrees that all services to be provided by CONTRACTOR pursuant to this Agreement shall be subject to the CITY's review and approval and shall be in accordance with the generally accepted standards of practice in the State of Florida, as may be applied to the type of services to be rendered, as well as in accordance with all published laws, statutes, ordinances, codes, rules, regulations and requirements of any governmental agencies which regulate or have jurisdiction over the Project or the services to be provided and performed by the CONTRACTOR. In the event of any conflicts in these requirements, the CONTRACTOR shall notify the CITY of such conflict and utilize its best professional judgment to advise CITY regarding resolution of the conflict.

1.6. The CONTRACTOR agrees not to divulge, furnish or make available to any third person, firm or organization, without CITY's prior written consent, or unless incident to the proper performance of the CONTRACTOR's obligations hereunder, or in the course of judicial or legislative proceedings where such information has been properly subpoenaed, any non-public information concerning the services to be rendered by the CONTRACTOR hereunder, and the CONTRACTOR shall require all of its employees, agents, sub-consultants and subcontractors to comply with the provisions of this paragraph. However, the CONTRACTOR shall comply with the Florida Public Records laws.

1.7. The CONTRACTOR agrees not to employ or offer to employ any Elected Officer or City Managerial Employee of the CITY who in any way deals with, coordinates on, or assists with, the services provided in this Agreement, for a period of 2 years after termination of all provisions of this Agreement. For purposes of this paragraph, the term "Elected Officer" shall mean any member of the City Council. For purposes of this paragraph, the term "City Managerial Employee" shall mean the City Manager, the Assistant City Manager, the City Clerk, and any City department head or director. If the CONTRACTOR violates the provisions of this paragraph, the CONTRACTOR shall be required to pay damages to the CITY in an amount equal to any and all compensation which is received by the former Elected Officer or City Managerial Employee of the CITY from or on behalf of the contracting person or entity, or an amount equal to the former Elected Officer's or City Managerial Employee's last 2 years of gross compensation from the CITY, whichever is greater.

1.8. The CONTRACTOR agrees not to provide services for compensation to any other party other than the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the City Council of the CITY.

1.9. Except as otherwise provided in this Agreement, the CONTRACTOR agrees not to disclose or use any information not available to members of the general public and gained by reason of the CONTRACTOR's contractual relationship with the CITY for the special gain or benefit of the CONTRACTOR or for the special gain or benefit of any other person or entity.

## **ARTICLE TWO CITY'S RESPONSIBILITIES**

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project.

However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing in any way whatever:

- (a) The scope of services to be provided and performed by the CONTRACTOR;
- (b) The time the CONTRACTOR is obligated to commence and complete all such services; or
- (c) The amount of compensation the CITY is obligated or committed to pay the CONTRACTOR.

Any such modifications or changes ((a) (b) or (c)) shall only be made by or upon the authorization of the CITY's city manager as authorized by city council in the enabling legislation or in the CITY's procurement policies.

2.2. The Project Coordinator shall:

- (a) Review and make appropriate recommendations on all requests submitted by the CONTRACTOR for payment for services and work provided and performed in accordance with this Agreement;
- (b) Arrange for access to and make all provisions for the CONTRACTOR to enter the Project site to perform the services to be provided by the CONTRACTOR under this Agreement; and
- (c) Provide notice to the CONTRACTOR of any deficiencies or defects discovered by the CITY with respect to the services to be rendered by the CONTRACTOR hereunder.

2.3. The CONTRACTOR acknowledges that access to the Project Site, to be arranged by the CITY for the CONTRACTOR, may be provided during times that are not the normal business hours of the CONTRACTOR.

### **ARTICLE THREE TIME**

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project and shall be performed and **completed within 60 days from the Notice to Proceed. Project Close Out shall be performed within 30 days of Final Completion.** Time is of the essence with respect to the performance of this Agreement.

3.2. Should the CONTRACTOR be obstructed or delayed in the prosecution or completion of its services as a result of unforeseeable causes beyond the control of the CONTRACTOR, and not due to its own fault or neglect, including but not restricted to acts of God or of public enemy, acts of government or of the CITY, fires, floods, epidemics, quarantine regulations, strikes or lock-outs, then the CONTRACTOR shall notify the CITY in writing within 5 working days after commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the CONTRACTOR may have had to request a time extension.



3.3. No interruption, interference, inefficiency, suspension or delay in the commencement or progress of the CONTRACTOR's services from any cause whatsoever, including those for which the CITY may be responsible in whole or in part, shall relieve the CONTRACTOR of its duty to perform or give rise to any right to damages or additional compensation from the CITY. The CONTRACTOR's sole remedy against the CITY will be the right to seek an extension of time to its schedule. This paragraph shall expressly apply to claims for early completion, as well as claims based on late completion.

3.4. Should the CONTRACTOR fail to commence, provide, perform or complete any of the services to be provided hereunder in a timely and reasonable manner, in addition to any other rights or remedies available to the CITY hereunder, the CITY at its sole discretion and option may withhold any and all payments due and owing to the CONTRACTOR until such time as the CONTRACTOR resumes performance of its obligations hereunder in such a manner so as to reasonably establish to the CITY's satisfaction that the CONTRACTOR's performance is or will shortly be back on schedule.

3.5. Liquidated Damages: Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the CITY for all or any designated portion of the Project must be completed by the contract dates specified within the Notice to Proceed for construction. Should CONTRACTOR fail to complete the project within this timeframe, daily liquidated damages in an amount of \$100.00 per day will be assessed.

3.6. Bond. A Payment & Performance Bond with a surety insurer authorized to do business in this state as surety (check) one. **CONTRACTOR**

\_\_\_\_\_ has been recorded in the public records of the County,  
XXX prior to commencement of work, will be recorded in the public records of the County, or  
\_\_\_\_\_ is waived.

#### **ARTICLE FOUR COMPENSATION**

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed **\$363,804.90** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

#### **ARTICLE FIVE MAINTENANCE OF RECORDS**

5.1. The CONTRACTOR will keep adequate records and supporting documentation which concern or reflect its services hereunder. The records and documentation will be retained by the CONTRACTOR for a minimum of five 5 years from the date of termination of this Agreement or the date the Project is completed, whichever is later. The CITY, or any duly authorized agents or representatives of the CITY, shall have the right to audit, inspect and copy all such records and documentation as often as they deem necessary during the period of this Agreement and during the 5 year period noted above; provided, however, such activity shall be conducted only during normal business hours. If the CONTRACTOR desires to destroy records prior to the minimum period, it shall first obtain permission from the CITY in accordance with the Florida Public Records laws.

#### **ARTICLE SIX INDEMNIFICATION**

6.1. The CONTRACTOR agrees to indemnify and hold harmless the CITY from liabilities, damages, losses and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONTRACTOR and persons employer or utilized by the CONTRACTOR in the performance of the Contract.

#### **ARTICLE SEVEN INSURANCE**

7.1. The CONTRACTOR shall obtain and carry, at all times during its performance under this Agreement, insurance of the types and in the amounts set forth in the document titled General Insurance Requirements, which is attached as **EXHIBIT C** and made a part of this Agreement.

#### **ARTICLE EIGHT SERVICES BY CONTRACTOR'S OWN STAFF**

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

#### **ARTICLE NINE WAIVER OF CLAIMS**

9.1. The CONTRACTOR's acceptance of final payment shall constitute a full waiver of any and all claims, except for insurance company subrogation claims, by it against the CITY arising out of this Agreement or otherwise related to the Project, except those previously made in writing and identified by the CONTRACTOR as unsettled at the time of the final payment. Neither the acceptance of the CONTRACTOR's services nor payment by the CITY shall be deemed to be a waiver of any of the CITY's rights against the CONTRACTOR.

#### **ARTICLE TEN TERMINATION OR SUSPENSION**

10.1. The CONTRACTOR shall be considered in material default of this Agreement and such default will be considered cause for the CITY to terminate this Agreement, in whole or in part, as further set forth in this section, for any of the following reasons: (a) failure to begin work under the Agreement within the times specified under the Notice(s) to Proceed, or (b) failure to properly and timely perform the services to be provided hereunder or as directed by the CITY, or (c) the bankruptcy or insolvency or a general assignment for the benefit of creditors by the CONTRACTOR or by any of the CONTRACTOR's principals, officers or directors, or (d) failure to obey laws, ordinances, regulations or other codes of conduct, or (e) failure to perform or abide by the terms or spirit of this Agreement, or (f) for any other just cause. The CITY may so terminate this Agreement, in whole or in part, by giving the CONTRACTOR at least 3 calendar days' written notice.

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was

excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

10.3. The CITY shall have the right to terminate this Agreement, in whole or in part, without cause upon 7 calendar day's written notice to the CONTRACTOR. In the event of such termination for convenience, the CONTRACTOR's recovery against the CITY shall be limited to that portion of the fee earned through the date of termination, together with any retainage withheld and any costs reasonably incurred by the CONTRACTOR that are directly attributable to the termination, but the CONTRACTOR shall not be entitled to any other or further recovery against the CITY, including, but not limited to, anticipated fees or profits on work not required to be performed.

#### **ARTICLE ELEVEN CONFLICT OF INTEREST**

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services.

#### **ARTICLE TWELVE MODIFICATION**

12.1. No modification or change in this Agreement shall be valid or binding upon the parties unless in writing and executed by the party or parties intended to be bound by it.

#### **ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD**

13.1. All notices required or made pursuant to this Agreement to be given by the CONTRACTOR to the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CITY's address of record:

City of Naples  
735 Eighth Street South  
Naples, Florida 34102-3796  
Attention: **A. William Moss**, City Manager

13.2. All notices required or made pursuant to this Agreement to be given by the CITY to the CONTRACTOR shall be made in writing and shall be delivered by hand or by the United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following CONTRACTOR's address of record:

Hannula Landscaping and Irrigation, Incorporated  
28131 Quails Nest Lane  
Bonita Springs, Florida 34135  
Attention: **Dale F. Hannula**, Owner



FEI/EIN Number: On File

13.3. Either party may change its address of record by written notice to the other party given in accordance with requirements of this Article.

#### **ARTICLE FOURTEEN MISCELLANEOUS**

14.1. The CONTRACTOR, in representing the CITY, shall promote the best interest of the CITY and assume towards the CITY a duty of the highest trust, confidence, and fair dealing.

14.2. No modification, waiver, suspension or termination of the Agreement or of any terms thereof shall impair the rights or liabilities of either party.

14.3. This Agreement is not assignable, in whole or in part, by the CONTRACTOR without the prior written consent of the CITY.

14.4. Waiver by either party of a breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

14.5. The headings of the Articles, Exhibits, Parts and Attachments as contained in this Agreement are for the purpose of convenience only and shall not be deemed to expand, limit or change the provisions in such Articles, Exhibits, Parts and Attachments.

14.6. This Agreement constitutes the entire agreement between the parties hereto and shall supersede, replace and nullify any and all prior agreements or understandings, written or oral, relating to the matter set forth herein, and any such prior agreements or understanding shall have no force or effect whatever on this Agreement.

14.7. The CONTRACTOR shall comply fully with all provisions of state and federal law, including without limitation all provisions of the Immigration Reform and Control Act of 1986 ("IRCA") as amended, as well as all related immigration laws, rules, and regulations pertaining to proper employee work authorization in the United States. The CONTRACTOR shall execute the Certification of Compliance with Immigration Laws, attached hereto as **EXHIBIT D**.

14.8 To the extent that any provision in the Specifications or any other Contract Documents pertaining to this Project conflict with any provision of this Agreement, this Agreement controls.

14.9 Dispute Resolution. Disputes under this Agreement shall be resolved through mutual consultation between the parties within 14 days after notice; and failing resolution through mutual consultation, through mediation within 30 days thereafter; and failing mediation, through Arbitration under the Florida Arbitration Code, by a single arbitrator. If the parties cannot agree on a mediator or arbitrator, within 14 days of failure of the previous method, they shall request the Chief Judge of the 20<sup>th</sup> Judicial Circuit to appoint a mediator, or an arbitrator, as the case may be. Time periods are waivable by mutual agreement of the parties, but shall not exceed 90 days for completion of the processes described herein, unless by mutual agreement. Costs of the mediator or arbitrator shall be shared equally.

14.10 Attorneys' fees. Except as otherwise provided herein, each party shall be responsible for its own attorneys' fees.

**ARTICLE FIFTEEN  
APPLICABLE LAW**

15.1. Unless otherwise specified, this Agreement shall be governed by the laws, rules, and regulations of the State of Florida, and by the laws, rules and regulations of the United States when providing services funded by the United States government. Any suit or action brought by either party to this Agreement against the other party relating to or arising out of this Agreement must be brought in the appropriate Florida state court in Collier County, Florida.

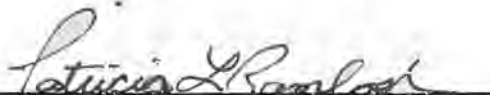
**END OF ARTICLE PAGE**

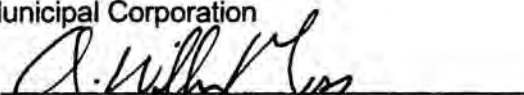


IN WITNESS WHEREOF, the parties hereto have executed this Agreement for the day and year first written above.

ATTEST:

CITY:

By:   
Patricia L. Rambosk, City Clerk


CITY OF NAPLES, FLORIDA,  
A Municipal Corporation  
By:   
A. William Moss, City Manager

Approved as to form  
and legal sufficiency:

By:   
Robert D. Pritt, City Attorney

CONTRACTOR:

Hannula Landscaping and Irrigation, Incorporated  
28131 Quails Nest Lane  
Bonita Springs, Florida 34135  
Attention: **Dale F. Hannula**, Owner

  
Witness  
Lura S. Hannula  
Printed Witness Name

By:   
Printed Name: Dale F. Hannula  
Title: President  
FEI/EIN Number: On File 65-0375795  
A Florida Profit Corporation

(CORPORATE SEAL)

**EXHIBIT A**

**SCOPE OF SERVICES**

**The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Bid, any Addendum(s) and Vendor's Submittal of (ITB) Invitation To Bid No.15-047, titled Gulf Shore Boulevard North Median Landscaping herein referenced and made a part of this Agreement.**

**END OF EXHIBIT A**

**City of Naples**  
**Re-Bid Gulf Shore Boulevard Median North Landscaping ITB 15-047**  
**PROJECT SPECIFICATIONS**

**PART 1 – GENERAL****1.1 SUMMARY**

- A. The scope of work includes all labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for, and incidental to performing all operations in connection with furnishing, delivery, and installation of plant (also known as "landscaping") complete as shown on the drawings and as specified herein.
- B. The scope of work in this section includes, but is not limited to, the following:
  - 1. Locate, purchase, deliver and install all specified plants.
  - 2. Water all specified plants.
  - 3. Mulch, fertilize, stake, and prune all specified plants.
  - 4. Maintenance of all specified plants until the beginning of the warranty period.
  - 5. Plant warranty.
  - 6. Clean up and disposal of all excess and surplus material.
  - 7. Maintenance of all specified plants during the warranty period.

**1.2 AWARD OF BID**

- A. City reserves the right to award the bid in a manner that best serves the interests of the City of Naples.

**1.3 CONTRACT MANAGEMENT**

- A. Joe Boscaglia or his authorized representative will serve as the City's Contract Manager.

**1.4 CONTRACT DOCUMENTS**

- A. Shall consist of specifications and general conditions and the construction drawings. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one. Whatever is called for by any parts shall be as binding as if called for in all parts.

**1.5 SCHEDULING OF WORK**

- A. Work will begin upon the City of Naples issuing the contractor a Notice to Proceed. The work must be completed within 60 days of the Notice to Proceed.
- B. All work will be performed Monday through Saturday, unless prior approval has been obtained from the Contract Manager.

**1.6 RELATED DOCUMENTS AND REFERENCES**

- A. Related Documents:
  - 1. Drawings – Landscape Architect Design Dated December 3, 2014
- B. References: The following specifications and standards of the organizations and documents listed in this paragraph form a part of the specification to the extent required by the references thereto. In the event that the requirements of the following referenced standards and specification conflict with this specification section the

requirements of this specification shall prevail. In the event that the requirements of any of the following referenced standards and specifications conflict with each other the more stringent requirement shall prevail or as determined by the City.

1. ANSI Z60.1 American Standard for Nursery Stock, most current edition.
2. ANSI A 300 – Standard Practices for Tree, Shrub and other Woody Plant Maintenance, most current edition and parts.
3. Florida Grades and Standards for Nursery Stock, current edition (Florida Department of Agriculture, Tallahassee FL).
4. Interpretation of plant names and descriptions shall reference the following documents. Where the names or plant descriptions disagree between the several documents, the most current document shall prevail.
  - a. USDA - The Germplasm Resources Information Network (GRIN) <http://www.ars-grin.gov/npgs/searchgrin.html>
  - b. Manual of Woody Landscape Plants; Michael Dirr; Stipes Publishing, Champaign, Illinois; Most Current Edition.
  - c. The New Sunset Western Garden Book, Oxmoor House, most current edition.
5. Pruning practices shall conform to recommendations "Structural Pruning: A Guide For The Green Industry" most current edition; published by Urban Tree Foundation, Visalia, California.
6. Glossary of Arboricultural Terms, International Society of Arboriculture, Champaign IL, most current edition.

#### 1.7 VERIFICATION

- A. All scaled dimensions on the drawings are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities, and shall immediately inform the City of any discrepancies between the information on the drawings and the actual conditions, refraining from doing any work in said areas until given approval to do so by the City.
- B. In the case of a discrepancy in the plant quantities between the plan drawings and the plant call outs, list or plant schedule, the number of plants or square footage of the planting bed actually drawn on the plan drawings shall be deemed correct and prevail.

#### 1.8 PAYMENT REQUESTS, INVOICES AND WORK REPORTS

- A. Invoices shall be submitted after work is completed with a detailed description of the work performed.
- B. The successful bidder(s) will meet with Contract Manager and set up procedures prior to the start of work.

#### 1.9 RETAINAGE

- A. As a method to assure completion of the total project, retainage in the amount of twenty percent (20%) of all work completed will be withheld from the payment. The twenty percent (20%) will not be released until all work; including proper watering, weed treatment, sprout removal, and replacement of any dead plant material has been completed, inspected and accepted by the City. The retainage will be released upon completion of the warranty period.

#### 1.10 LIQUIDATED DAMAGES

- A. Services to be rendered by the contractor shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the City for all or any designated portion of the Project must be completed by the contract dates



specified within the Notice to Proceed for construction. Should contractor fail to complete the project within this timeframe, daily liquidated damages in an amount of \$100.00 per day will be assessed.

#### 1.11 PERMITS, LICENSES, AND REGULATIONS

- A. The Contractor shall obtain and pay for all permits related to this section of the work unless previously excluded under provision of the contract or general conditions. The Contractor shall comply with all laws and ordinances bearing on the operation or conduct of the work as drawn and specified. If the Contractor observes that a conflict exists between permit requirements and the work outlined in the contract documents, the Contractor shall promptly notify the City in writing including a description of any necessary changes and changes to the contract price resulting from changes in the work.
- B. Licenses may be required by the State of Florida, Collier County, or the City of Naples to perform all or part of this work. Contractors should investigate and determine if they hold the necessary license(s) prior to bid submittal. All license(s) must be active and in good standing at the time of the bid opening.

#### 1.12 INSURANCE

- A. Successful contractor(s) shall furnish proof of insurance as per specifications.

#### 1.13 CONDUCT

- A. The contractor and his employees will conduct themselves in such a manner as to avoid embarrassment to the City of Naples, and shall at all times be courteous to the public. Although uniforms are not required, proper clothing shall be worn at all times to include shirts, necessary safety equipment, pants, short or long, and proper footwear. Proper safety equipment shall be worn at all times.

#### 1.14 CONTRACTOR EQUIPMENT

- A. All vehicles and equipment must be maintained in good repair, appearance and sanitary condition at all times. Vehicles must be clearly identified with the name of the company and phone number clearly visible. In addition, the contractor will be responsible for using the necessary safety equipment according to State DOT standards while working on City, County, or State roads as a sub-contractor of the City.

#### 1.15 DISPOSAL OF DEBRIS

- A. The contractor shall dispose of all debris and other materials gathered from the described work in compliance with City and County Laws.

#### 1.16 PROTECTION OF WORK, PROPERTY AND PERSON

- A. The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damages or injury due to his/her actions.

#### 1.17 CHANGES IN THE WORK

- A. The City will make visits to the site at intervals appropriate to the various stages to observe the progress and quality of the executed work and determine if the work is proceeding in accordance with the Contract Documents. The City may authorize minor variations from the requirements of the Contract Documents.

#### 1.18 CORRECTION OF WORK

- A. The Contractor, at their own cost, shall re-execute any work that fails to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanship upon written notice from the City, the Contractor has two working days of notification to remedy.

**1.19 DEFINITIONS**

All terms in this specification shall be as defined in the "Glossary of Arboricultural Terms" or as modified below.

- A. Container plant: Plants that are grown in and/or are currently in a container including boxed trees.
- B. Defective plant: Any plant that fails to meet the plant quality requirement of this specification.
- C. End of Warranty Final Acceptance: The date when the City accepts that the plants and work in this section meet all the requirements of the warranty. It is intended that the materials and workmanship warranty for Planting, Planting Soil, and Irrigation work run concurrent with each other.
- D. Field grown trees (B&B): Trees growing in field soil for at least 12 months prior to harvest.
- E. Healthy: Plants that are growing in a condition that expresses leaf size, crown density, color; and with annual growth rates typical of the species and cultivar's horticultural description, adjusted for the planting site soil, drainage and weather conditions.
- F. Kinked root: A root within the root package that bends more than 90 degrees.
- G. Maintenance: Actions that preserve the health of plants after installation and as defined in this specification.
- H. Maintenance period: The time period, as defined in this specification, which the Contractor is to provide maintenance.
- I. Normal: the prevailing protocol of industry standard(s).
- J. Reasonable and reasonably: When used in this specification relative to plant quality, it is intended to mean that the conditions cited will not affect the establishment or long term stability, health or growth of the plant. This specification recognizes that it is not possible to produce plants free of all defects, but that some accepted industry protocols and standards result in plants unacceptable to this project.  
  
When reasonable or reasonably is used in relation to other issues such as weeds, diseased, insects, it shall mean at levels low enough that no treatment would be required when applying recognized Integrated Plant Management practices.  
  
This specification recognizes that some decisions cannot be totally based on measured findings and that professional judgment is required. In cases of differing opinion, the City's expert shall determine when conditions are judged as reasonable.
- K. Root ball: The mass of roots including any soil or substrate that is shipped with the tree within the root ball package.
- L. Root ball package. The material that surrounds the root ball during shipping. The root package may include the material in which the plant was grown, or new packaging placed around the root ball for shipping.
- M. Root collar (root crown, root flare, trunk flare, flare): The region at the base of the trunk where the majority of the structural roots join the plant stem, usually at or near ground level.
- N. Shrub: Woody plants with mature height approximately less than 15 feet.
- O. Spade harvested and transplanted: Field grown trees that are mechanically harvested and immediately transplanted to the final growing site without being removed from the digging machine.

- P. Stem: The trunk of the tree.
- Q. Substantial Completion Acceptance: The date at the end of the Planting, Planting Soil, and Irrigation installation where the City accepts that all work in these sections is complete and the Warranty period has begun. This date may be different than the date of substantial completion for the other sections of the project.
- R. Stem girdling root: Any root more than ¼ inch diameter currently touching the trunk, or with the potential to touch the trunk, above the root collar approximately tangent to the trunk circumference or circling the trunk. Roots shall be considered as Stem Girdling that have, or are likely to have in the future, root to trunk bark contact.
- S. Structural root: One of the largest roots emerging from the root collar.
- T. Tree: Single and multi-stemmed plants with mature height approximately greater than 15 feet.

#### 1.20 SUBMITTALS

- A. See contract general conditions for policy and procedure related to submittals.
- B. Submit all product submittals 7 days prior to installation of plantings.
- C. Product data: Submit manufacturer product data and literature describing all products required by this section to the Owner's Representative for approval. Provide submittal 7 days before the installation of plants.
- D. Plant growers' certificates: Submit plant growers' certificates for all plants indicating that each meets the requirements of the specification, including the requirements of tree quality, to the City for approval. Provide submittal 7 days before the installation of plants.
- E. Samples: Submit samples of each product and material where required by the specification to the City for approval. Label samples to indicate product, characteristics, and locations in the work. Samples will be reviewed for appearance only. Compliance with all other requirements is the exclusive responsibility of the Contractor.
- F. Plant sources: Submit sources of all plants as required by Article – "Selection of Plants" to the City for approval.
- G. Close out submittals: Submit to the City for approval.
  - 1. Plant maintenance data and requirements.
- H. Warranty period site visit record: If there is no maintenance during the warranty period, after each site visit during the warranty period, by the Contractor, as required by this specification, submit a written record of the visit, including any problems, potential problems, and any recommended corrective action to the City for approval.
- I. Installation plan submitted a minimum of 7 days prior to the scheduled installation. Plan should describe the methods, activities, materials and schedule to achieve installation of plants.

#### 1.21 OBSERVATION OF THE WORK

- A. The City may observe the work at any time. They may remove samples of materials for conformity to specifications. Rejected materials shall be immediately removed from the site and replaced at the Contractor's expense. The cost of testing materials not meeting specifications shall be paid by the Contractor.
- B. The City shall be informed of the progress of the work so the work may be observed at the following key times in the construction process. The City shall be afforded sufficient time to schedule visit to the site. Failure of the City to make field

observations shall not relieve the Contractor from meeting all the requirements of this specification.

1. **SITE CONDITIONS PRIOR TO THE START OF PLANTING:** review the soil and drainage conditions.
2. **COMPLETION OF THE PLANT LAYOUT STAKING:** Review of the plant layout.
3. **PLANT QUALITY:** Review of plant quality at the time of delivery and prior to installation. Review tree quality prior to unloading where possible, but in all cases prior to planting.
4. **COMPLETION OF THE PLANTING:** Review the completed planting.

#### 1.22 PRE-CONSTRUCTION CONFERENCE

- A. Schedule a pre-construction meeting with the City at least seven (7) days before beginning work to review any questions the Contractor may have regarding the work, administrative procedures during construction and project work schedule.

#### 1.23 QUALITY ASSURANCE

- A. **Substantial Completion Acceptance - Acceptance of the work prior to the start of the warranty period:**
  1. Once the Contractor completes the installation of all items in this section, the City will observe all work for Substantial Completion Acceptance upon written request of the Contractor. The request shall be received at least ten calendar days before the anticipated date of the observation.
  2. Substantial Completion Acceptance by the City shall be for general conformance to specified size, character and quality and not relieve the Contractor of responsibility for full conformance to the contract documents, including correct species.
  3. Any plants that are deemed defective as defined under the provisions below shall not be accepted.
- B. The City will provide the Contractor with written acknowledgment of the date of Substantial Completion Acceptance and the beginning of the warranty period and plant maintenance period.
- C. **Contractor's Quality Assurance Responsibilities:** The Contractor is solely responsible for quality control of the work.
- D. **Installer Qualifications:** The installer shall be a firm having at least 5 years of successful experience of a scope similar to that required for the work, including the handling and planting of large specimen trees in urban areas. The same firm shall install planting soil (where applicable) and plant material.
  1. The bidders list for work under this section shall be approved by the City.
  2. **Installer Field Supervision:** When any planting work is in progress, installer shall maintain, on site, a full-time supervisor who can communicate in English with the City.
  3. Installer's field supervisor shall have a minimum of five years experience as a field supervisor installing plants and trees of the quality and scale of the proposed project, and can communicate in English with the City.
  4. The installer's crew shall have a minimum of 3 years experienced in the installation of Planting Soil, Plantings, and Irrigation (where applicable) and interpretation of soil plans, planting plans and irrigation plans.
  5. Submit references of past projects, employee training certifications that support



that the Contractors meets all of the above installer qualifications and applicable licensures.

#### 1.24 PLANT WARRANTY

##### A. Plant Warranty:

1. The Contractor agrees to replace defective work and defective plants. The City shall make the final determination if plants meet these specifications or that plants are defective.

Plants warranty shall begin on the date of Substantial Completion Acceptance and continue for the following periods, classed by plant type:

- a. Trees – 1 Year
  - b. Shrubs – 1 Year
  - c. Ground cover and perennial flower plants – 1 Year
2. When the work is accepted in parts, the warranty periods shall extend from each of the partial Substantial Completion Acceptances to the terminal date of the last warranty period. Thus, all warranty periods for each class of plant warranty, shall terminate at one time.
  3. All plants shall be warranted to meet all the requirements for plant quality at installation in this specification. Defective plants shall be defined as plants not meeting these requirements. The City shall make the final determination that plants are defective.
  4. Plants determined to be defective shall be removed immediately upon notification by the City and replaced without cost to the City, within the specified planting period.
  5. Any work required by this specification or the City during the progress of the work, to correct plant defects including the removal of roots or branches, or planting plants that have been bare rooted during installation to observe for or correct root defects shall not be considered as grounds to void any conditions of the warranty. In the event that the Contractor decides that such remediation work may compromise the future health of the plant, the plant or plants in question shall be rejected and replaced with plants that do not contain defects that require remediation or correction.
  6. The Contractor is exempt from replacing plants, after Substantial Completion Acceptance and during the warranty period, that are removed by others, lost or damaged due to occupancy of project, lost or damaged by a third party, vandalism, or any natural disaster.
  7. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification. Make all necessary repairs due to plant replacements. Such repairs shall be done at no extra cost to the City
  8. The warranty of all replacement plants shall extend for an additional one-year period from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of the said extended warranty period, the City may elect one more replacement items or credit for each item. These tertiary replacement items are not protected under a warranty period.
  9. During and by the end of the warranty period, remove all tree wrap, ties, and guying unless agreed to by the City to remain in place. All trees that do not have sufficient caliper to remain upright, or those requiring additional anchorage in windy locations, shall be staked or remain staked, if required by the City.

- B. End of Warranty Final Acceptance - Acceptance of plants at the end of the warranty period.
  - 1. At the end of the warranty period, the City shall observe all warranted work, upon written request of the Contractor. The request shall be received at least ten calendar days before the anticipated date for final observation.
  - 2. End of Warranty Final Acceptance will be given only when all the requirements of the work under this specification have been met.

#### 1.25 SELECTION AND OBSERVATION OF PLANTS

- A. The City may review all plants subject to approval of size, health, quality, character, etc. Review or approval of any plant during the process of selection, delivery, installation and establishment period shall not prevent that plant from later rejection in the event that the plant quality changes or previously existing defects become apparent that were not observed.
- B. Plant Selection: The City reserves the right to select and observe all plants at the nursery prior to delivery and to reject plants that do not meet specifications as set forth in this specification. If a particular defect or substandard element can be corrected at the nursery, as determined by the City, the agreed upon remedy may be applied by the nursery or the Contractor provided that the correction allows the plant to meet the requirements set forth in this specification. Any work to correct plant defects shall be at the contractor's expense.
  - 1. The City may make invasive observation of the plant's root system in the area of the root collar and the top of the root ball in general in order to determine that the plant meets the quality requirements for depth of the root collar and presence of roots above the root collar. Such observations will not harm the plant.
  - 2. Corrections are to be undertaken at the nursery prior to shipping.
- C. The Contractor shall bear all cost related to plant corrections.
- D. All plants that are rejected shall be immediately removed from the site and acceptable replacement plants provided at no cost to the City.
- E. Submit to the City, for approval, plant sources including the names and locations of nurseries proposed as sources of acceptable plants, and a list of the plants they will provide. The plant list shall include the botanical and common name and the size at the time of selection. Observe all nursery materials to determine that the materials meet the requirements of this section.
- F. Trees shall be purchased from the growing nursery. Re-wholesale plant suppliers shall not be used as sources unless the Contractor can certify that the required trees are not directly available from a growing nursery. When Re-wholesale suppliers are utilized, the Contractor shall submit the name and location of the growing nursery from where the trees were obtained by the re-wholesale seller. The re-wholesale nursery shall be responsible for any required plant quality certifications.
- G. The Contractor shall require the grower or re-wholesale supplier to permit the City to observe the root system of all plants at the nursery or job site prior to planting including random removal of soil or substrate around the base of the plant. Observation may be as frequent and as extensive as needed to verify that the plants meet the requirements of the specifications and conform to requirements.
- H. Each tree shall have a numbered seal applied by the Contractor. The seal shall be placed on a lateral branch on the north side of the tree. The seal shall be a tamper proof plastic seal bearing the Contractors name and a unique seven-digit number embossed on the seal.
  - 1. Do not place seals on branches that are so large that there is not sufficient room for the branch growth over the period of the warranty.

- I. Where requested by the City, submit photographs of plants or representative samples of plants. Photographs shall be legible and clearly depict the plant specimen. Each submitted image shall contain a height reference, such as a measuring stick. The approval of plants by the City via photograph does not preclude the City's right to reject material while on site.

#### 1.26 PLANT SUBSTITUTIONS FOR PLANTS NOT AVAILABLE

- A. Submit all requests for substitutions of plant species, or size to the City, for approval, prior to purchasing the proposed substitution. Request for substitution shall be accompanied with a list of nurseries contacted in the search for the required plant and a record of other attempts to locate the required material. Requests shall also include sources of plants found that may be of a smaller or larger size, or a different shape or habit than specified, or plants of the same genus and species but different cultivar origin, or which may otherwise not meet the requirements of the specifications, but which may be available for substitution.

#### 1.27 SITE CONDITIONS

- A. It is the responsibility of the Contractor to be aware of all surface and sub-surface conditions, and to notify the City, in writing, of any circumstances that would negatively impact the health of plantings. Do not proceed with work until unsatisfactory conditions have been corrected.
  1. Should subsurface drainage or soil conditions be encountered which would be detrimental to growth or survival of plant material, the Contractor shall notify the City in writing, stating the conditions and submit a proposal covering cost of corrections. If the Contractor fails to notify the City of such conditions, he/she shall remain responsible for plant material under the warranty clause of the specifications.
- B. It is the responsibility of the Contractor to be familiar with the local growing conditions, and if any specified plants will be in conflict with these conditions. Report any potential conflicts, in writing, to the City.
- C. This specification requires that all Planting Soil and Irrigation (if applicable) work be completed and accepted prior to the installation of any plants.
  1. Planting operations shall not begin until such time that the irrigation system is completely operational for the area(s) to be planted, and the irrigation system for that area has been preliminarily observed and approved by the City.

#### 1.28 PLANTING AROUND UTILITIES

- A. Contractor shall carefully examine the civil, record, and survey drawings to become familiar with the existing underground conditions before digging.
- B. Determine location of underground utilities and perform work in a manner that will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until parties concerned mutually agree upon removal.
- C. The Contractor will be responsible for following the Florida Underground Facility Damage Prevention & Safety Act (556), OSHA Standard 1926.651, Florida Trench and Safety Act (Chapter 90-96) and obtaining utility locations by calling Sunshine State One-Call of Florida Inc. at 1-800-432-4700. Contractor shall have full responsibility for reviewing and checking all information and data for locating all underground facilities.

### **PART 2 – DEMOLATION**

#### 2.1 PREPARATION:

- A. Flag all trees and shrubs to be removed and obtain the City's approval of all trees and shrubs to be removed prior to the start of tree and shrub removal.

## 2.2 PROTECTION:

- A. Protect the Tree and Plant Protection Area at all times from compaction of the soil; damage of any kind to trunks, bark, branches, leaves and roots of all plants; and contamination of the soil, bark or leaves with construction materials, debris, silt, fuels, oils, and any chemicals substance. Notify the City of any spills, compaction or damage and take corrective action immediately using methods approved by the City.

## 2.3 TREE REMOVAL:

- A. Remove all trees indicated by the drawings and specifications, as requiring removal, in a manner that will not damage adjacent trees or structures or compacts the soil.
- B. Remove trees that are adjacent to trees or structures to remain, in sections, to limit the opportunity of damage to adjacent crowns, trunks, ground plane elements and structures.
- C. Do not drop trees with a single cut unless the tree will fall in an area not included in the Tree and Plant Protection Area. No tree to be removed within 50 feet of the Tree and Plant Protection Area shall be pushed over or up-rooted using a piece of grading equipment.
- D. Protect adjacent paving, soil, trees, shrubs, ground cover plantings and understory plants to remain from damage during all tree removal operations, and from construction operations. Protection shall include the root system, trunk, limbs, and crown from breakage or scarring, and the soil from compaction.
- E. Remove stumps and immediate root plate.
  - 1. A plan for the removal must be submitted and approved by the City.
  - 2. In areas where the tree location is backfill stump holes with planting soil, in maximum of 12 inch layers and compact to 80 - 85% of the maximum dry density standard proctor.

## 2.4 CLEAN-UP

- A. During tree and plant protection work, keep the site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day. Remove trash and debris in containers from the site no less than once a week.
  - 1. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property.
- B. Once tree protection work is complete, wash all soil from pavements and other structures. Ensure that Mulch is confined to planting beds.
- C. Make all repairs to grades, ruts, and damage to the work or other work at the site.
- D. Remove and dispose of all excess Mulch, Wood Chips, packaging, and other material brought to the site by the Contractor.

## 2.5 DAMAGE OR LOSS TO EXISTING PLANTS TO REMAIN

- A. Any trees or plants designated to remain and which are damaged by the Contractor shall be replaced in kind by the Contractor at their own expense. Trees shall be replaced with a tree of similar species and of equal size. Shrubs shall be replaced with a plant of similar species and equal size or the largest size plants reasonably available. Where replacement plants are to be less than the size of the plant that is damaged, the City shall approve the size and quality of the replacement plant.
  - 1. All trees and plants shall be installed per the requirements of Specification Section Planting.



- B. Plants that are damaged shall be considered as requiring replacement aiasl in the event that the damage affects more than 25 % of the crown, 25% of the trunk circumference, or root protection area, or the tree is damaged in such a manner that the tree could develop into a potential hazard. Trees and shrubs to be replaced shall be removed by the Contractor at his own expense.
- C. Any tree that is determined to be dead, damaged or potentially hazardous by the City's arborist and upon the request of the City shall be immediately removed by the Contractor at no additional expense to the owner. Tree removal shall include all clean up of all wood parts and grinding of the stump to a depth sufficient to plant the replacement tree or plant, removal of all chips from the stump site and filling the resulting hole with topsoil.
- D. Any remedial work on damaged existing plants recommended by the arborist shall be completed by the Contractor at no cost to the owner. Remedial work shall include but is not limited to: soil compaction remediation and vertical mulching, pruning and or cabling, insect and disease control including injections, compensatory watering, additional mulching, and could include application tree growth regulators (TGR).
- E. Remedial work may extend up to two years following the completion of construction to allow for any requirements of multiple applications or the need to undertake applications at required seasons of the year.

### **PART 3 – PRODUCTS**

#### **3.1 PLANTS: GENERAL**

- A. Standards and measurement: Provide plants of quantity, size, genus, species, and variety or cultivars as shown and scheduled in contract documents.
  - 1. All plants including the root ball dimensions or container size to trunk caliper ratio shall conform to ANSI Z60.1 "American Standard for Nursery Stock" latest edition, unless modified by provisions in this specification. When there is a conflict between this specification and ANSI Z60.1, this specification section shall be considered correct.
  - 2. Plants larger than specified may be used if acceptable to the City. Use of such plants shall not increase the contract price. If larger plants are accepted the root ball size shall be in accordance with ANSI Z-60.1. Larger plants may not be acceptable if the resulting root ball cannot be fit into the required planting space.
  - 3. If a range of size is given, no plant shall be less than the minimum size and not less than 50 percent of the plants shall be as large as the maximum size specified. The measurements specified are the minimum and maximum size acceptable and are the measurements after pruning, where pruning is required.
- B. Proper Identification: All trees shall be true to name as ordered or shown on planting plans and shall be labeled individually or in groups by genus, species, variety and cultivar.
- C. Compliance: All trees shall comply with federal and state laws and regulations requiring observation for plant disease, pests, and weeds. Observation certificates required by law shall accompany each shipment of plants.
- D. Plant Quality:
  - 1. **General:** Provide healthy stock, grown in a nursery and reasonably free of die-back, disease, insects, eggs, bores, and larvae. At the time of planting all plants shall have a root system, stem, and branch form that will not restrict normal growth, stability and health for the expected life of the plant
  - 2. **Plant quality above the soil line:**
    - a. Plants shall be healthy with the color, shape, size and distribution of trunk,

stems, branches, buds and leaves normal to the plant type specified. Tree quality above the soil line shall comply with the project Crown Acceptance details (or Florida Grades and Standards, tree grade Florida Fancy or Florida #1) and the following:

- 1.) Crown: The form and density of the crown shall be typical for a young specimen of the species or cultivar pruned to a central and dominant leader.
    - a.) Crown specifications do not apply to plants that have been specifically trained in the nursery as topiary, espalier, multi-stem, clump, or unique selections such as contorted or weeping cultivars.
  - 2.) Leaves: The size, color, and appearance of leaves shall be typical for the time of year and stage of growth of the species or cultivar. Trees shall not show signs of prolonged moisture stress or over watering as indicated by wilted, shriveled, or dead leaves.
  - 3.) Branches: Shoot growth (length and diameter) throughout the crown should be appropriate for the age and size of the species or cultivar. Trees shall not have dead, diseased, broken, distorted, or otherwise injured branches.
    - a.) Main branches shall be distributed along the central leader not clustered together. They shall form a balanced crown appropriate for the cultivar/species.
    - b.) Branch diameter shall be no larger than two-thirds (one-half is preferred) the diameter of the central leader measured 1 inch above the branch union.
    - c.) The attachment of the largest branches (scaffold branches) shall be free of included bark.
  - 4.) Trunk: The tree trunk shall be relatively straight, vertical, and free of wounds that penetrate to the wood (properly made pruning cuts, closed or not, are acceptable and are not considered wounds), sunburned areas, conks (fungal fruiting bodies), wood cracks, sap leakage, signs of boring insects, galls, cankers, girdling ties, or lesions (mechanical injury).
  - 5.) Temporary branches, unless otherwise specified, can be present along the lower trunk below the lowest main (scaffold) branch, particularly for trees less than 1 inch in caliper. These branches should be no greater than 3/8-inch diameter. Clear trunk should be no more than 40% of the total height of the tree.
- b. Trees shall have one central leader. If the leader was headed, a new leader (with a live terminal bud) at least one-half the diameter of the pruning cut shall be present.
    - 1.) All trees are assumed to have one central leader trees unless a different form is specified in the plant list or drawings.
  - c. All graft unions, where applicable, shall be completely closed without visible sign of graft rejection. All grafts shall be visible above the soil line.
  - d. Trunk caliper and taper shall be sufficient so that the lower five feet of the trunk remains vertical without a stake. Auxiliary stake may be used to maintain a straight leader in the upper half of the tree.
- 3. Plant quality at or below the soil line:**
- a. Plant roots shall be normal to the plant type specified. Root observations shall take place without impacting tree health. Root quality at or below the soil line shall comply with the project Root Acceptance details and the following:
    - 1.) The roots shall be reasonably free of scrapes, broken or split wood.
    - 2.) The root system shall be reasonably free of injury from biotic (e.g., insects and pathogens) and abiotic (e.g., herbicide toxicity and salt injury) agents. Wounds resulting from root pruning used to produce a

- high quality root system are not considered injuries.
- 3.) A minimum of three structural roots reasonably distributed around the trunk (not clustered on one side) shall be found in each plant. Root distribution shall be uniform throughout the root ball, and growth shall be appropriate for the species.
    - a.) Plants with structural roots on only one side of the trunk (J roots) shall be rejected.
  - 4.) The root collar shall be within the upper 2 inches of the substrate/soil. Two structural roots shall reach the side of the root ball near the top surface of the root ball. The grower may request a modification to this requirement for species with roots that rapidly descend, provided that the grower removes all stem girdling roots above the structural roots across the top of the root ball.
  - 5.) The root system shall be reasonably free of stem girdling roots over the root collar or kinked roots from nursery production practices.
    - a.) Plant Grower Certification: The final plant grower shall be responsible to have determined that the plants have been root pruned at each step in the plant production process to remove stem girdling roots and kinked roots, or that the previous production system used practices that produce a root system throughout the root ball that meets these specifications. Regardless of the work of previous growers, the plant's root system shall be modified at the final production stage, if needed, to produce the required plant root quality.
  - 6.) At time of observations and delivery, the root ball shall be moist throughout. Roots shall not show signs of excess soil moisture conditions as indicated by stunted, discolored, distorted, or dead roots.
- E. Submittals: Submit for approval the required plant quality certifications from the grower where plants are to be purchased, for each plant type. The certification must state that each plant meets all the above plant quality requirements.
1. The grower's certification of plant quality does not prohibit the City from observing any plant or rejecting the plant if it is found to not meet the specification requirements.
- 3.2 ROOT BALL PACKAGE OPTIONS: The following root ball packages are permitted. Specific root ball packages shall be required where indicated on the plant list or in this specification. Any type of root ball packages that is not specifically defined in this specification shall not be permitted.
- A. BALLED AND BURLAPPED PLANTS
1. All Balled and Burlapped Plants shall be field grown, and the root ball packaged in a burlap and twine and/or burlap and wire basket package.
  2. Plants shall be harvested with the following modifications to standard nursery practices.
    - a. Prior to digging any tree that fails to meet the requirement for maximum soil and roots above the root collar, carefully removed the soil from the top of the root ball of each plant, using hand tools, water or an air spade, to locate the root collar and attain the soil depth over the structural roots requirements. Remove all stem girdling roots above the root collar. Care must be exercised not to damage the surface of the root collar and the top of the structural roots.
    - b. Trees shall be dug for a minimum of 4 weeks and a maximum of 52 weeks prior to shipping. Trees dug 4 to 52 weeks prior to shipping are defined as hardened-off. Digging is defined as cutting all roots and lifting the tree out of

the ground and either moving it to a new location in the nursery or placing it back into the same hole. Trees that are stored out of the ground shall be placed in a holding area protected from extremes of wind and sun with the root ball protected by covering with mulch or straw and irrigated sufficiently to keep moisture in the root ball above wilt point and below saturation

**c. If wire baskets are used to support the root ball, a "low profile" basket shall be used. A low profile basket is defined as having the top of the highest loops on the basket no less than 4 inches and no greater than 8 inches below the shoulder of the root ball package.**

**1.) At nurseries where sandy soils prevent the use of "low profile baskets", baskets that support the entire root ball, including the top, are allowable.**

**d. Twine and burlap used for wrapping the root ball package shall be natural, biodegradable material. If the burlap decomposes after digging the tree then the root ball shall be re-wrapped prior to shipping if roots have not yet grown to keep root ball intact during shipping.**

**B. IN-GROUND FABRIC BAG-GROWN**

1. In-ground fabric container plants may be permitted only when indicated on the drawing, in this specification, or approved by the City.
2. Provide plants established and well rooted.

**3.3 ANNUAL FLOWERING AND SEASONAL COLOR PLANTS**

- A. Container or flat-grown plants should be sized as noted in the planting plan. Plants shall be well-rooted and healthy.

**3.4 PALMS**

- A. Except as modified below or where the requirements are not appropriate to the specification of palms, palms shall meet all the requirements of the plant quality section above.

**B. Defroning, tying, and hedging:**

1. In preparing palm trees for relocation, all dead fronds shall be removed.
2. All remaining fronds above horizontal shall be lifted up and tied together around the crown in an upright position. Up to 2/3 of the oldest live fronds can be removed; all fronds can be removed on Sabal palms. Do not tie too tightly, bind or injure the bud. Jute binder twine shall be used in tying up the fronds; wire will not be permitted. Fronds shall be untied immediately after planting.

**C. Digging the root ball:**

1. When digging out the root ball, no excavation shall be done closer than 24 inches to the trunk at ground level and the excavation shall extend below the major root system to a minimum depth of 3.5 feet. The bottom of the root ball shall be cut off square and perpendicular to the trunk below the major root system.

- D. The Contractor shall not free-fall, drag, roll or abuse the tree or put a strain on the crown (bud area) at any time. A protective device shall be used around the trunk of the tree while lifting and relocating so as not to injure the bud, or scar or skin the trunk in any way.

**3.5 MULCH**

- A. Mulch shall brown.
- B. Submit supplier's product specification data sheet and a one gallon sample for approval.



**3.6 TREE STAKING AND GUYING MATERIAL**

- A. Tree guying to be flat woven polypropylene material, 3/4 inch wide, and 900 lb. break strength. Color to be Green. Product to be ArborTie manufactured by Deep Root Partners, L.P. or approved equal.
- B. Stakes shall be lodge pole stakes free of knots and of diameters and lengths appropriate to the size of plant as required to adequately support the plant.

**3.7 WATERING BAGS**

Plastic tree watering bags holding a minimum of 15 gallons of water and with a slow drip hole(s) water release system, specifically designed to water establishing trees. Water should release over a several day period, not within a few hours

- A. Watering bags shall be:
  - 1. Treegator Irrigation Bags sized to the appropriate model for the requirements of the plant, manufactured by Spectrum Products, Inc., Youngsville, NC 27596.
  - 2. Ooze Tube sized to the appropriate model for the requirements of the plant, manufactured by Engineered Water Solutions, Atlanta, GA.
  - 3. Or approved equal.

**PART 4 – EXECUTION****4.1 DELIVERY, STORAGE AND HANDLING**

- A. Protect materials from deterioration during delivery and storage. Adequately protect plants from drying out, exposure of roots to sun, wind or extremes of heat temperatures. If planting is delayed more than 24 hours after delivery, set plants in a location protected from sun and wind. Provide adequate water to the root ball package during the shipping and storage period.
  - 1. All plant materials must be available for observation prior to planting.
  - 2. Using a soil moisture meter, periodically check the soil moisture in the root balls of all plants to assure that the plants are being adequately watered. Volumetric soil moisture shall be maintained above wilting point and below field capacity for the root ball substrate or soil.
- B. Do not deliver more plants to the site than there is space with adequate storage conditions. Provide a suitable remote staging area for plants and other supplies.
- C. Provide protective covering over all plants during transporting.

**4.2 COORDINATION WITH PROJECT WORK**

- A. The Contractor shall coordinate with all other work that may impact the completion of the work.
- B. Prior to the start of work, prepare a detailed schedule of the work for coordination with other trades.
- C. Coordinate the relocation of any irrigation lines, heads or the conduits of other utility lines that are in conflict with tree locations. Root balls shall not be altered to fit around lines. Notify the City of any conflicts encountered.

**4.3 LAYOUT AND PLANTING SEQUENCE**

- A. Relative positions of all plants and trees are subject to approval of the City.
- B. Notify the City, one (1) week prior to layout. Layout all individual tree and shrub locations. Place plants above surface at planting location or place a labeled stake at planting location. Layout bed lines with paint for the City's approval. Secure the City's acceptance before digging and start of planting work.

- C. When applicable, plant trees before other plants are installed.
- D. It is understood that plants are not precise objects and that minor adjustments in the layout will be required as the planting plan is constructed. These adjustments may not be apparent until some or all of the plants are installed. Make adjustments as required by the City including relocating previously installed plants.

#### 4.4 SOIL PROTECTION DURING PLANT DELIVERY AND INSTALLATION

- A. Protect soil from compaction during the delivery of plants to the planting locations, digging of planting holes and installing plants.
  - 1. Where possible deliver and plant trees that require the use of heavy mechanized equipment prior to final soil preparation and tilling. Where possible, restrict the driving lanes to one area instead of driving over and compacting a large area of soil.
  - 2. Till to a depth of 6 inches, all soil that has been driven over during the installation of plants.

#### 4.5 INSTALLATION OF PLANTS: GENERAL

- A. Installation plan shall be submitted a minimum of 7 days prior to the scheduled installation. Plan should describe the methods, activities, materials and schedule to achieve installation of plants.
- B. Observe each plant after delivery and prior to installation for damage of other characteristics that may cause rejection of the plant. Notify the City of any condition observed.
- C. No more plants shall be distributed about the planting bed area than can be planted and watered on the same day.
- D. The root system of each plant, regardless of root ball package type, shall be observed by the Contractor, at the time of planting to confirm that the roots meet the requirements for plant root quality in Part 2 Products: Plants General: Plant Quality. The Contractor shall undertake at the time of planting, all modifications to the root system required by the City to meet these quality standards.
  - 1. Modifications, at the time of planting, to meet the specifications for the depth of the root collar and removal of stem girdling roots and circling roots may make the plant unstable or stress the plant to the point that the City may choose to reject the plant rather than permitting the modification.
  - 2. Any modifications required by the City to make the root system conform to the plant quality standards outlined in Part 2 Products: Plants General: Quality, or other requirements related to the permitted root ball package, shall not be considered as grounds to modify or void the plant warranty.
  - 3. The resulting root ball may need additional staking and water after planting. The City may reject the plant if the root modification process makes the tree unstable or if the tree is not healthy at the end of the warranty period. Such plants shall still be covered under the warranty
  - 4. The Contractor remains responsible to confirm that the grower has made all required root modifications noted during any nursery observations.
- E. Excavation of the Planting Space: Using hand tools or tracked mini-excavator, excavate the planting hole into the Planting Soil to the depth of the root ball measured after any root ball modification to correct root problems, and wide enough for working room around the root ball or to the size indicated on the drawing or as noted below.
  - 1. For trees and shrubs planted in soil areas that are NOT tilled or otherwise

- modified to a depth of at least 12 inches over a distance of more than 10 feet radius from each tree, or 5 feet radius from each shrub, the soil around the root ball shall be loosened as defined below or as indicated on the drawings.
- a. The area of loosening shall be a minimum of 3 times the diameter of the root ball at the surface sloping to 2 times the diameter of the root ball at the depth of the root ball.
  - b. Loosening is defined as digging into the soil and turning the soil to reduce the compaction. The soil does not have to be removed from the hole, just dug, lifted and turned. Lifting and turning may be accomplished with a tracked mini excavator, or hand shovels.
2. The measuring point for root ball depth shall be the average height of the outer edge of the root ball after any required root ball modification.
  3. If motorized equipment is used to deliver plants to the planting area over exposed planting beds, or used to loosen the soil or dig the planting holes, all soil that has been driven over shall be tilled to a depth of 6 inches.
- F. For trees to be planted in prepared Planting Soil that is deeper than the root ball depth, compact the soil under the root ball using a mechanical tamper to assure a firm bedding for the root ball. If there is more than 12 inches of planting soil under the root ball excavate and tamp the planting soil in lifts not to exceed 12 inches.
- G. Set top outer edge of the root ball at the average elevation of the proposed finish. Set the plant plumb and upright in the center of the planting hole. The tree graft, if applicable, shall be visible above the grade. Do not place soil on top of the root ball.
- H. The City may request that plants orientation be rotated when planted based on the form of the plant.
- I. Backfill the space around the root ball with the same planting soil or existing soil that was excavated for the planting space.
- J. Brace root ball by tamping Planting Soil around the lower portion of the root ball. Place additional Planting Soil around base and sides of ball in six-inch (6") lifts. Lightly tamp each lift using foot pressure or hand tools to settle backfill, support the tree and eliminate voids. DO NOT over compact the backfill or use mechanical or pneumatic tamping equipment. Over compaction shall be defined as greater than 85% of maximum dry density, standard proctor or greater than 250 psi as measured by a cone penetrometer when the volumetric soil moisture is lower than field capacity.
1. When the planting hole has been backfilled to three quarters of its depth, water shall be poured around the root ball and allowed to soak into the soil to settle the soil. Do not flood the planting space. If the soil is above field capacity, allow the soil to drain to below field capacity before finishing the planting. Air pockets shall be eliminated and backfill continued until the planting soil is brought to grade level.
- K. Where indicated on the drawings, build a 4 inch high, level berm of Planting Soil around the outside of the root ball to retain water. Tamp the berm to reduce leaking and erosion of the saucer.
- L. Thoroughly water the Planting Soil and root ball immediately after planting.
- M. Remove all nursery plant identification tags and ribbons as per City instruction.
- 4.6 PERMITTED ROOT BALL PACKAGES AND SPECIAL PLANTING REQUIREMENTS**
- A. The following are permitted root ball packages and special planting requirements that shall be followed during the planting process in addition to the above General planting requirements.

**B. BALLED AND BURLAPPED PLANTS**

1. After the root ball has been backfilled, remove all twine and burlap from the top of the root ball. Cut the burlap away; do not fold down onto the Planting Soil.
2. If the plant is shipped with a wire basket that does not meet the requirements of a "Low Rise" basket, remove the top 6 - 8 inches of the basket wires just before the final backfilling of the tree.
3. Earth root balls shall be kept intact except for any modifications required by the Owner's Representative to make root package comply with the requirement in Part 2 Products.

**C. SPADE HARVESTED AND TRANSPLANTED PLANTS**

1. After installing the tree, loosen the soil along the seam between the root ball and the surrounding soil out to a radius from the root ball edge equal to the diameter of the root ball to a depth of 8 - 10 inches by hand digging to disturb the soil interface.
2. Fill any gaps below this level with loose soil.

**D. IN-GROUND FABRIC CONTAINERS**

1. Remove the fabric container from the root ball. Cut roots at the edge of the container as needed to extract the fabric from the roots. Make clean cuts with sharp tools; do not tear roots away from the fabric.
2. Observe the root system after the container is removed to confirm that the root system meets the quality standards.

**4.7 GROUND COVER, PERENNIAL AND ANNUAL PLANTS**

- A. Assure that soil moisture is within the required levels prior to planting. Irrigation, if required, shall be applied at least 12 hours prior to planting to avoid planting in muddy soils.
- B. Assure that soil grades in the beds are smooth and as shown on the plans.
- C. Plants shall be planted in even, triangularly spaced rows, at the intervals called out for on the drawings, unless otherwise noted. The first row of plants shall be 6 inches from the bed edge unless otherwise directed.
- D. Dig planting holes sufficiently large enough to insert the root system without deforming the roots. Set the top of the root system at the grade of the soil.
- E. Schedule the planting to occur prior to application of the mulch. If the bed is already mulched, pull the mulch from around the hole and plant into the soil. Do not plant the root system in the mulch. Pull mulch back so it is not on the root ball surface.
- F. Press soil to bring the root system in contact with the soil.
- G. Spread any excess soil around in the spaces between plants.
- H. Apply mulch to the bed being sure not to cover the tops of the plants with or the tops of the root ball with mulch.
- I. Water each planting area as soon as the planting is completed. Apply additional water to keep the soil moisture at the required levels. Do not over water.

**4.8 PALM PLANTING**

- A. Palm trees shall be placed at grade making sure not to plant the tree any deeper in the ground than the palm trees originally stood.
- B. The trees shall be placed with their vertical axis in a plumb position.
- C. All backfill shall be native soil except in cases where planting in rock. Water-settle the



back fill.

- D. Do not cover root ball with mulch or topsoil.
- E. Provide a watering berm at each palm. Berms shall extend a minimum of 18 inches out from the trunk all around and shall be a minimum of (6) inches high.
- F. Remove twine which ties fronds together after placing palm in planting hole and securing it in the upright position.

#### 4.9 STAKING AND GUYING

- A. Do not stake or guy trees unless specifically required by the Contract Documents, or in the event that the Contractor feels that staking is the only alternative way to keep particular trees plumb.
  - 1. The City shall have the authority to require that trees are staked or to reject staking as an alternative way to stabilize the tree.
  - 2. Trees that required heavily modified root balls to meet the root quality standards may become unstable. The City may choose to reject these trees rather than utilize staking to temporarily support the tree.
- B. Trees that are guyed shall have their guys and stakes removed after one full growing season or at other times as required by the City.
- C. Tree guying shall utilize the tree staking and guying materials specified. Guying to be tied in such a manner as to create a minimum 12-inch loop to prevent girdling. Refer to manufacturer's recommendations and the planting detail for installation.
  - 1. Plants shall stand plumb after staking or guying.
  - 2. Stakes shall be driven to sufficient depth to hold the tree rigid.

#### 4.10 STRAIGHTENING PLANTS

- A. Maintain all plants in a plumb position throughout the warranty period. Straighten all trees that move out of plumb including those not staked. Plants to be straightened shall be excavated and the root ball moved to a plumb position, and then re-backfilled.
- B. Do not straighten plants by pulling the trunk with guys.

#### 4.11 MULCHING OF PLANTS

- A. Apply 1-1 ½ inches of mulch before settlement, covering the entire planting bed area. Install no mulch over the top of the root balls of all plants.
- B. For trees planted in lawn areas the mulch shall extend to a 5 foot radius around the tree or to the extent indicated on the plans. Mulch shall not be placed within 18 inches of any tree or palm trunk.
- C. Lift all leaves, low hanging stems and other green portions of small plants out of the mulch if covered.

#### 4.12 PLANTING BED FINISHING

- A. After planting, smooth out all grades between plants before mulching.
- B. Separate the edges of planting beds and lawn areas with a smooth, formed edge cut into the turf with the bed mulch level slightly lower, 1 and 2 inches, than the adjacent turf sod or as directed by the City. Bed edge lines shall be as depicted on the drawings.

#### 4.13 WATERING

- A. The Contractor shall be fully responsible to ensure that adequate water is provided to all plants from the point of installation until the date of Substantial Completion

Acceptance. The Contractor shall adjust the automatic irrigation system, if available, and apply additional or adjust for less water using hoses as required.

- B. Hand water root balls of all plants to assure that the root balls have moisture above wilt point and below field capacity. Test the moisture content in each root ball and the soil outside the root ball to determine the water content.
- C. The Contractor shall install 25 gallon watering bag for each tree to be maintained and used for tree watering during the warranty period.
  - 1. The watering bags shall remain the property of the Owner at the completion of the work.

#### 4.14 CLEAN-UP

- A. During installation, keep the site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day. Remove trash and debris in containers from the site no less than once a week.
  - 1. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property.
- B. Once installation is complete, wash all soil from pavements and other structures. Ensure that mulch is confined to planting beds and that all tags and flagging tape are removed from the site.
- C. Make all repairs to grades, ruts, and damage by the plant installer to the work or other work at the site.
- D. Remove and dispose of all excess planting soil, subsoil, mulch, plants, packaging, and other material brought to the site by the Contractor.

#### 4.15 PROTECTION DURING CONSTRUCTION

- A. The Contractor shall protect planting and related work and other site work from damage due to planting operations, operations by other Contractors or trespassers. Maintain protection during installation until Substantial Completion Acceptance. Treat, repair or replace damaged work immediately.
- B. Damage done by the Contractor, or any of their sub-contractors to existing or installed plants, or any other parts of the work or existing features to remain, including roots, trunk or branches of large existing trees, soil, paving, utilities, lighting, irrigation, other finished work and surfaces including those on adjacent property, shall be cleaned, repaired or replaced by the Contractor at no expense to the City. The City shall determine when such cleaning, replacement or repair is satisfactory.

#### 4.16 PLANT MAINTENANCE PRIOR TO SUBSTANTIAL COMPLETION ACCEPTANCE

- A. During the project work period and prior to Substantial Completion Acceptance, the Contractor shall maintain all plants.
- B. Maintenance during the period prior to Substantial Completion Acceptance shall consist of pruning, watering, cultivating, weeding, mulching, removal of dead material, repairing and replacing of tree stakes, tightening and repairing of guys, repairing and replacing of damaged tree wrap material, resetting plants to proper grades and upright position, and furnishing and applying such sprays as are necessary to keep plantings reasonably free of damaging insects and disease, and in healthy condition. The threshold for applying insecticides and herbicide shall follow established Integrated Pest Management (IPM) procedures. Mulch areas shall be kept reasonably free of weeds, grass.

#### 4.17 SUBSTANTIAL COMPLETION ACCEPTANCE

- A. Upon written notice from the Contractor, the Owners Representative shall review the

work and make a determination if the work is substantially complete.

1. Notification shall be at least 7 days prior to the date the contractor is requesting the review.
- B. The date of substantial completion of the planting shall be the date when the Owner's Representative accepts that all work in Planting, Planting Soil, and Irrigation installation sections is complete.
- C. The Plant Warranty period begins at date of written notification of substantial completion from the Owner's Representative. The date of substantial completion may be different than the date of substantial completion for the other sections of the project.

#### 4.18 END OF WARRANTY FINAL ACCEPTANCE / MAINTENANCE OBSERVATION

- A. At the end of the Warranty and Maintenance period the City shall observe the work and establish that all provisions of the contract are complete and the work is satisfactory.
  1. If the work is satisfactory, the maintenance period will end on the date of the final observation.
  2. If the work is deemed unsatisfactory, the maintenance period will continue at no additional expense to the City until the work has been completed, observed, and approved by the City.

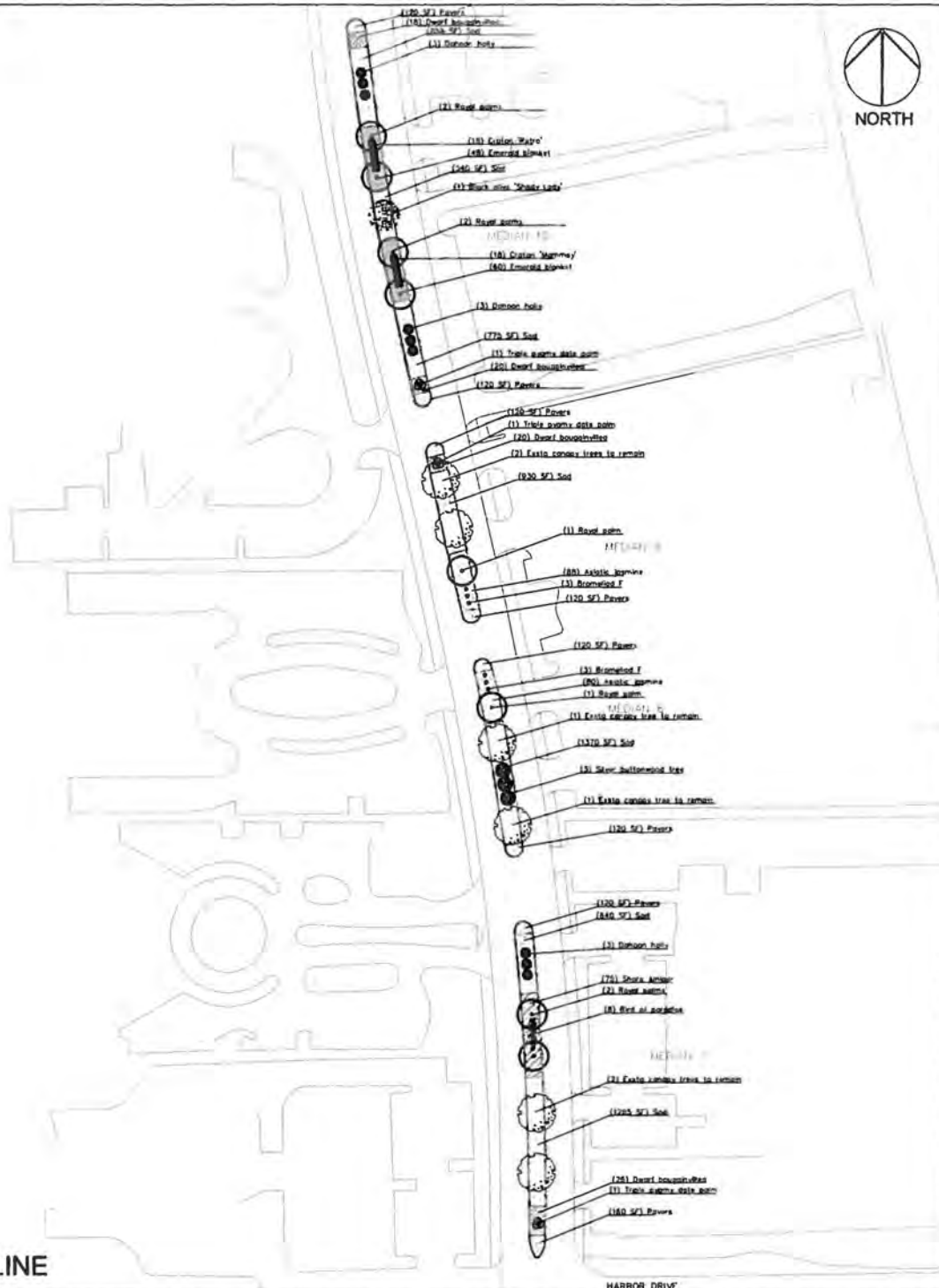








MATCH LINE



MATCH LINE

HARBOR DRIVE

Medians 7-10, Planting Plan

DESIGNED	DATE
CHECKED	DATE
12/27/2014	
SCALE	
1" = 30'	
DATE	
12/27/2014	
JOB NO.	
1000000000	
SHEET	
LA-3	

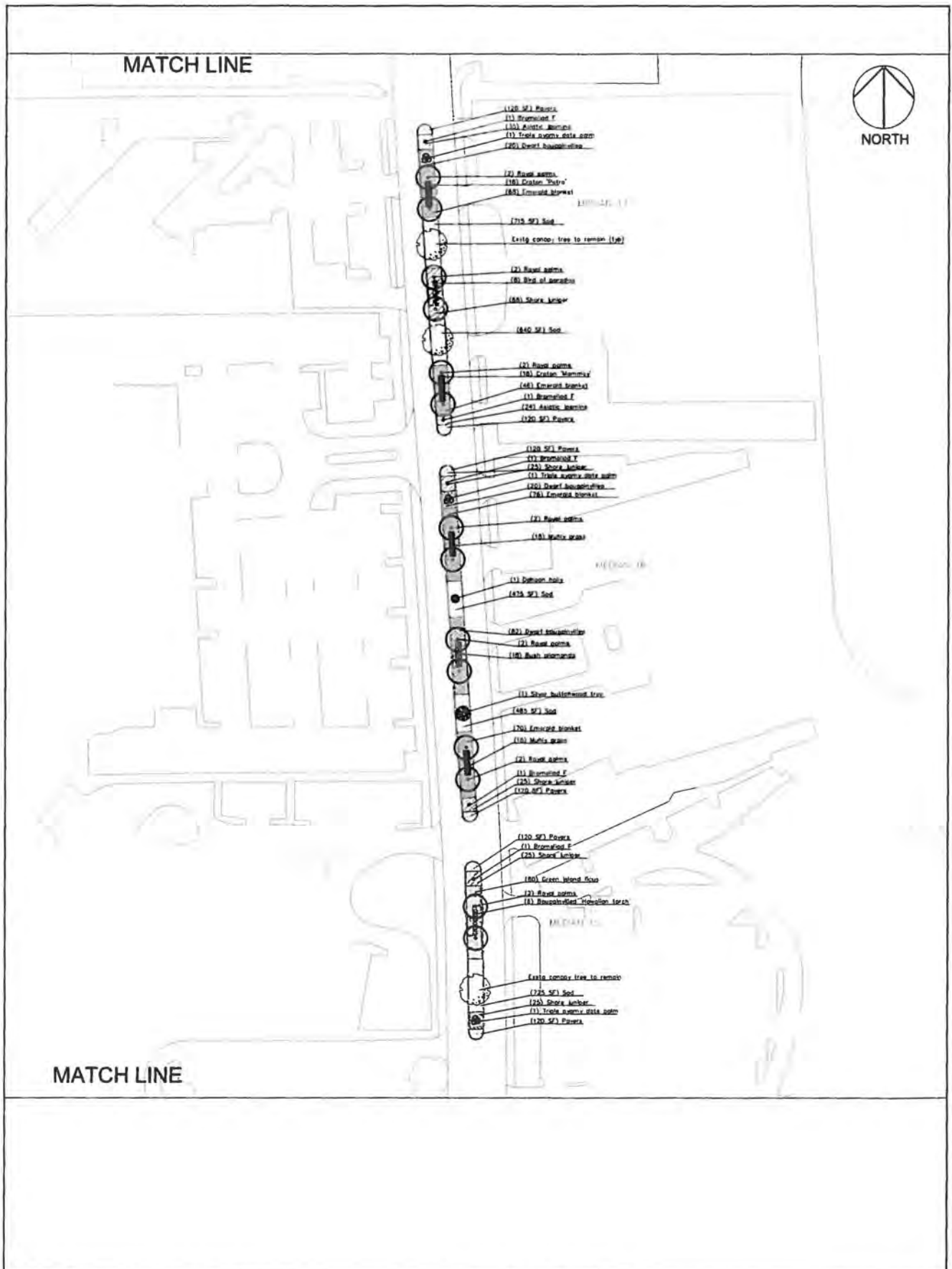
A. GAIL BOORMAN  
 LANDSCAPE ARCHITECT  
 100 FIFTH AVENUE SOUTH, SUITE 201  
 NAPLES, FLORIDA 34102  
 (239) 263-2232  
 FAX: (239) 263-2231

Median Landscape Renovation  
 Gulf Shore Boulevard North  
 City of Naples, Florida

REVISIONS	BY







LA-5	DATE: 12/27/2014	DESIGNER: BOORMAN
PROJECT NO.:	PROJECT NO.:	PROJECT NO.:
CLIENT:	CLIENT:	CLIENT:
SCALE:	SCALE:	SCALE:
CHECKED:	CHECKED:	CHECKED:
APPROVED:	APPROVED:	APPROVED:

A. GAIL BOORMAN  
 LANDSCAPE ARCHITECT  
 600 HILTH AVENUE SOUTH SUITE 201  
 NAPLES FLORIDA 34102  
 TEL: 239-242-2121  
 FAX: 239-242-2121

# Median Landscape Renovation

Gulf Shore Boulevard North  
 City of Naples, Florida

NO.	REVISIONS	BY

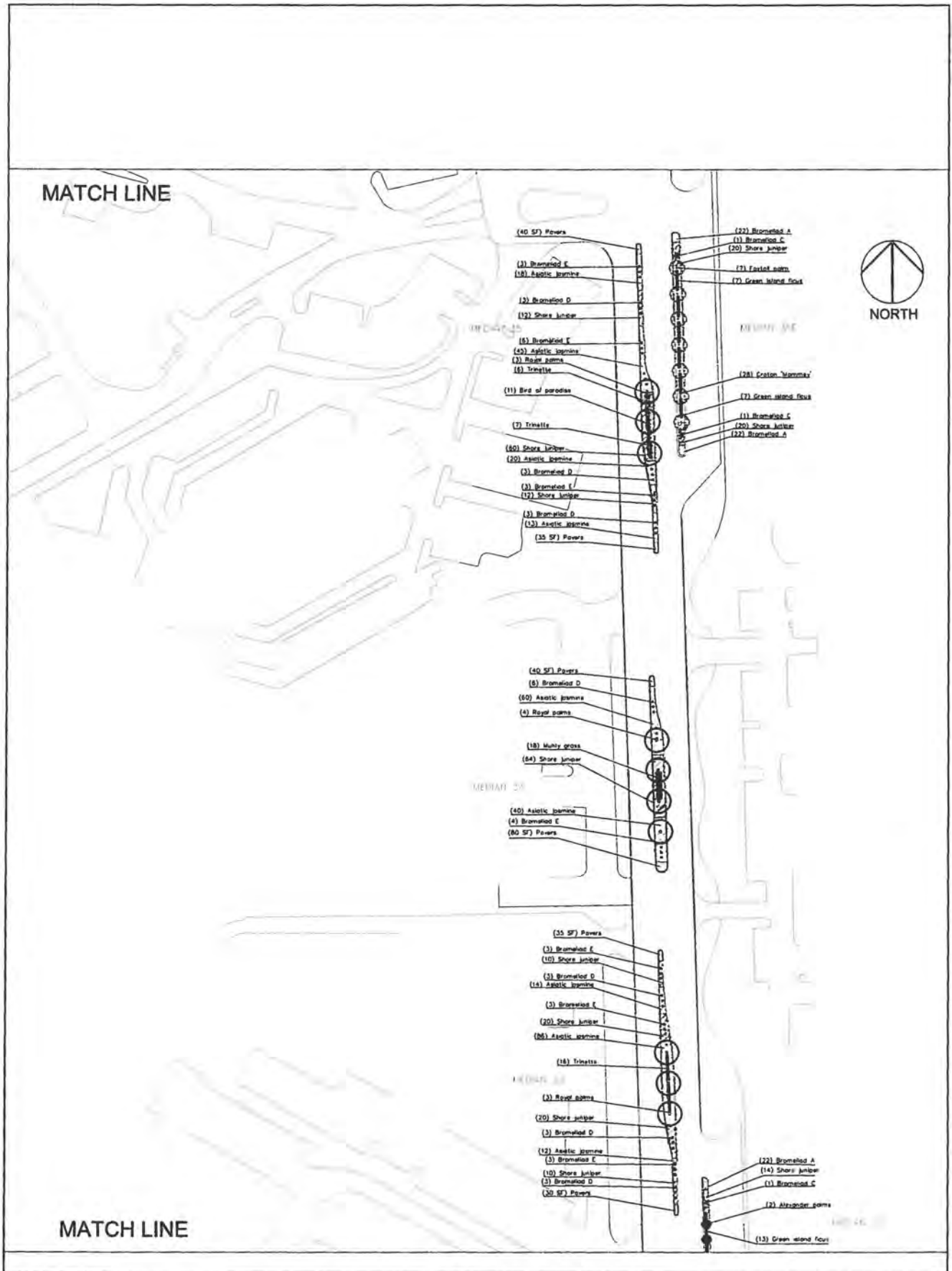












Medians 33E - 35E, Planting Plan

DESIGN	ASB
CHECKED	
DATE	12/27/2014
SCALE	1" = 10'
JOB NO.	1500000002
PROJECT	1500000002
SHEET	LA - 10

A GAIL BOORMAN  
 LANDSCAPE ARCHITECT  
 1000 11th Avenue South, Suite 200  
 Naples, Florida 34102  
 239-413-2141  
 www.boormanlandscape.com

# Median Landscape Renovation

Gulf Shore Boulevard North  
 City of Naples, Florida

REVISIONS	BY







**EXHIBIT B**

**BASIS OF COMPENSATION**

**As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as indicated in Attachment B-1, which is attached and made part of this Agreement.**

**RETAINAGE: As a method to assure completion of the total project, retainage in the amount of twenty percent (20%) of all work completed will be withheld from the payment. The twenty percent (20%) will not be released until all work; including proper watering, weed treatment, sprout removal, and replacement of any dead plant material has been completed, inspected and accepted by the City. The retainage will be released upon completion of the warranty period.**

**END OF EXHIBIT B**

Common Name	Botanical Name	Specification	Qty	Unit	Total
<b>Palms</b>					
Alexander palm, single	Ptychosperma elegans	25 gallon, 10' -12' ht, single	59	195.00	\$ 11,505.00
Pygmy date palm	Phoenix roebelinii	25 gallon, 5' ht, triple	23	185.00	\$ 4,255.00
Royal palm	Roystonea regia	3'-4' GW, 12'-15' ht, FG	111	439.00	\$ 48,729.00
Foxtail palm	Wodyetia bifurcata	12'-14' ht, full, FG	37	351.00	\$ 12,987.00
<b>Subtotal, Palms</b>					<b>\$ 77,476.00</b>
<b>Trees</b>					
Black olive	Bucida buceras 'Shady Lady'	25 gallon, 10'-12' ht, full	4	244.00	\$ 976.00
Silver buttonwood tree	Conocarpus erectus 'sericeus'	25 gallon, 6'-8' ht, full	7	205.00	\$ 1,435.00
Dahoon holly	Ilex cassine	25 gallon, 6' ht, full	20	249.00	\$ 4,980.00
Ligustrum tree	Ligustrum japonica	6'x6', multi, FG	23	294.00	\$ 6,762.00
<b>Subtotal, Trees</b>					<b>\$ 14,133.00</b>
<b>Shrubs</b>					
Bush allamanda	Allamanda schottii	3 gallon, 12"-18"ht, full, 36" oc	87	7.80	\$ 678.60
Hawaiian torch	Bougainvillea 'Hawaiian Torch'	3 gallon, 18"-24" ht, full, 48" oc	36	11.70	\$ 421.20
Small leaf clusia	Clusia guttifera	3 gallon, 18" ht, full, 36" oc	17	9.67	\$ 164.39
Mammey croton	Croton 'Mammey'	3 gallon, 18"ht, full, 30" oc	193	9.65	\$ 1,862.45
Petra croton	Croton 'Petra'	3 gallon, 18"-24" ht, full, 36" oc	150	9.65	\$ 1,447.50
Muhly grass	Muhlenbergia cappataris	3 gallon, 18" ht, full, 36" oc	224	7.30	\$ 1,635.20
Xanadu philodendron	Philodendron 'Xanadu'	3 gallon, 18" ht, full, 36" oc	45	9.75	\$ 438.75
Trinette	Schefflera arboricola 'Trinette'	3 gallon, 18"ht, full, 36" oc	213	7.80	\$ 1,666.40
Bird of paradise	Strelitzia reginae	3 gallon, 24" ht, full, 48" oc	146	12.68	\$ 1,851.28
<b>Subtotal, Shrubs</b>					<b>\$ 10,160.77</b>
<b>Bromeliads</b>					
Bromeliad A	Neoregelia 'Fireball'	6" pots, full	613	16.58	\$ 10,163.54
Bromeliad B	Neoregelia 'BossaNova'	9" pots, full	67	48.75	\$ 3,266.25
Bromeliad C	Alcantarea odorata	9" pots, full	28	29.25	\$ 760.50
Bromeliad D	Neoregelia 'Sunshine'	6" pots, full	126	24.25	\$ 3,065.50
Bromeliad E	Neoregelia 'Tossed Salad'	6" pots, full	111	16.58	\$ 1,840.38
Bromeliad F	Aechmea 'Alvarez'	6" pots, full	18	16.58	\$ 298.44
<b>Subtotal, Bromeliads:</b>					<b>\$ 20,014.61</b>

Groundcovers			
Dwarf bougainvillea	Bougainvillea 'Helen Johnson'	3 gallon, full, 36" oc	847 8.18 \$ 7,431.06
Emerald blanket	Carissa macrocarpa 'Emerald Blanket'	3 gallon, full, 36" oc	943 7.30 \$ 6,883.90
Flax lily	Dianella tasmanica 'variegata'	1 gallon, full, 24" oc	57 4.88 \$ 278.16
Green island ficus	Ficus microcarpa 'Green Island'	3 gallon, full, 36" oc	780 7.30 \$ 5,169.00
Shore juniper	Juniperus conferta 'Blue Pacific'	1 gallon, full, 36" oc	1781 3.40 \$ 6,055.40
Asiatic jasmine	Trachelospermum asiaticum	1 gallon, full, 30" oc	1967 3.40 \$ 6,687.80
			Subtotal, Groundcovers: \$ 33,035.92
Sod			
Sod	Stenotaphrum secundatum 'Floratam'	solid sod, lightly butted, rolled (SF)	24765 .34 \$ 8,420.10
			Subtotal, Sod: \$ 8,420.10
Pavers			
Pavers	As specified	See specs (SF)	8395 9.75 \$ 81,651.25
Site prep	Remove existg pavement/conc	See specs (SF)	300 3.25 \$ 975.00
			Subtotal, Pavers: \$ 82,626.25
Site Preparation			
Hardwood removal	less than 10" dbh	incl stump removal and backfill (ea)	20 150.00 \$ 3,000.00
Hardwood removal	11"-20" dbh	incl stump removal and backfill (ea)	57 300.00 \$ 17,100.00
Hardwood removal	21"-36" dbh	incl stump removal and backfill (ea)	8 1002.00 \$ 8,016.00
Palm removal	11"-20" dbh	incl stump removal and backfill (ea)	408 165.00 \$ 66,900.00
Median bed and sod prep	Remove all existg plants, roots, debris etc except existing to remain (SF)		105825 .33 \$ 34,922.25
			Subtotal, Site Preparation: \$ 129,938.25
General Conditions			
Maintenance of traffic	Per City standards		1 7300.00 \$ 7,300.00
			Subtotal, General Conditions: \$ 7,300.00
			Landscape bid total: \$ 3163,804.90
Miscellaneous Hourly Rate			1 35.00 \$ 35.00

NOTE: UNIT AND TOTAL COST INCLUDE ALL LABOR, MATERIALS, APPLIANCES, TOOLS, EQUIPMENT, FACILITIES, TRANSPORTATION AND SERVICES NECESSARY FOR, AND INCIDENTAL TO PERFORMING ALL OPERATIONS, NECESSARY FOR THIS PROJECT

Company Name: Hannula Landscaping + Irrigation Inc.  
 Email: dhannula@hannulalandscaping.com  
 Name and Title of individual completing this schedule:  
Jeanie Rosales Estimator / Business  
 (Printed Name) (Title)  
Jeanie Rosales 6-2-15  
 (Signature) (Date)

## EXHIBIT C

### GENERAL INSURANCE REQUIREMENTS

The Contractor shall not commence work until he has obtained all the insurance required under this heading, and until such insurance has been approved by the Owner, nor shall the Contractor allow any subcontractor to commence work until all similar insurance required of the subcontractor has also been obtained and approved by the Owner.

Certificates of insurance must be issued by an authorized representative of the insurance company at the request and direction of the policyholder and must include sufficient information so as to identify the coverage and the contract for Owner's improvements for which they are issued. Certificates of insurance must be issued by a nationally recognized insurance company with a Best's Rating of no less than B+VII, satisfactory to the Owner, and duly licensed to do business in the state of said Contract.

The Contractor shall procure and maintain, during the life of this Contract, Workmen's Compensation Insurance for all of his employees to be engaged in work under this Contract, and he shall require any subcontractor similarly to provide Workmen's Compensation Insurance for all of the latter's employees to be engaged in such work, unless such employees are covered by the protection afforded by the Contractor's insurance. In case any employees are to be engaged in hazardous work under this Contract, and are not protected under this Workmen's Compensation statute, the Contractor shall provide, and shall cause each subcontractor to provide, adequate coverage for the protection of such employees. It is acceptable to use a State-approved Workmen's Compensation Self-Insurance fund.

The Contractor shall take out and maintain during the life of this Contract, Public Liability and Property Damage and shall include Contractual Liability, Personal Injury, Libel, Slander, False Arrest, Malicious Prosecution, Wrongful Entry or Eviction, Broad Form Property Damage, Products, Completed Operations and XCU Coverage to be included on an occurrence basis, and to the full extent of the Contract to protect him, the Owner, and any subcontractor performing work covered by this Contract from damages for personal injury, including accidental death, as well as from claims for property damage, which may arise from operations under this contract, whether such operations be by himself or by a subcontractor, or by anyone directly or indirectly employed by either of them. The Contractor shall also maintain automobile liability insurance including "non-owned and hired" coverage. The entire cost of this insurance shall be borne by the Contractor.

The amount of such insurance shall be no less than \$1,000,000 annual aggregate for bodily injury and property damage combined per occurrence.

The City of Naples must be named as Additional Insured on the insurance certificate and the following must also be stated on the certificate. "These coverage's are primary to all other coverage's the City possesses for this contract only." The City of Naples shall be named as the Certificate Holder. The Certificate Holder shall read as follows:

The City of Naples  
735 Eighth Street South  
Naples, Florida 34102

No City Division, Department, or individual name should appear on the Certificate.  
No other format will be acceptable.

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted.

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.  
*[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-\_\_ ]*



**EXHIBIT D**

**CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS**

The undersigned is the **Owner of the Hannula Landscaping and Irrigation, Incorporated** company ("the CONTRACTOR"), and hereby certifies to the following:

1. The CONTRACTOR is in full compliance with all provisions of the Immigration Reform and Control Act of 1986 ("IRCA"), as well as all related immigration laws, rules, regulations pertaining to proper employee work authorization in the United States.

2. The undersigned has verified that the CONTRACTOR has obtained and maintains on file, and will continue to obtain and maintain on file, all documentation required by law, including but not limited to, Form I-9, Employment Eligibility Verification, for all persons employed by or working for the CONTRACTOR in any capacity on any project for the City of Naples (CITY). All such persons have provided evidence of identity and eligibility to work to the CONTRACTOR in accordance with the IRCA and related law. The undersigned hereby affirms that no person has been or will be employed by the CONTRACTOR to work on projects for the CITY who is not authorized to work under law. The undersigned further affirms that the CONTRACTOR's files will be updated by written notice any time that additional employees work on projects for the CITY.

3. The CONTRACTOR will have its contractors, subcontractors, suppliers and vendors who are involved in projects for the CITY to sign a written acknowledgment that they too are in compliance with immigration law. It is understood that failure to do so could result in the CONTRACTOR being liable for any violation of the law by such third parties.

4. The CONTRACTOR will fully cooperate with and have its contractors, subcontractors, suppliers and vendors to fully cooperate with, all inquiries and investigations conducted by any governmental agency in connection with proper compliance with the laws pertaining to appropriate work authorization in the United States.

5. The undersigned, on behalf of the CONTRACTOR, acknowledges that this Certification may be relied upon by the CITY, its officers, directors, employees, and affiliates or related persons and entities.

6. If it is found that the CONTRACTOR has not complied with the laws pertaining to proper employment authorization, and any legal and administrative action ensues against the CITY, the CONTRACTOR will indemnify, defend and hold the CITY harmless along with their officers, directors, employees, and affiliated or related persons and entities.

7. The CONTRACTOR acknowledges that the CITY by their authorized representatives shall have the right, at any time, upon 24 hours notice, to examine the CONTRACTOR's books and records to confirm that the CONTRACTOR is in compliance with the terms of this certification.

Executed this 8th day of June, 2015.

By: 