

**CONTRACTOR'S AGREEMENT**

Clerk's Contract Tracking No. 2022-00089

**REGARDING: Median Restoration on Goodlette Frank Road – 7<sup>th</sup> Ave N  
to Golden Gate Pkwy – Phase 2**

**THIS INDEPENDENT CONTRACTOR'S AGREEMENT** (hereinafter this "Agreement") is made and entered into this **23rd day of March 2022** by and between the **City of Naples** (the "CITY") and **Hannula Landscaping and Irrigation, Inc.**, a Florida Corporation authorized to do business in the State of Florida (hereinafter "CONTRACTOR").

**WITNESSETH**

**WHEREAS**, the CITY is a Florida municipal corporation in the State of Florida, having a responsibility to provide certain services to benefit the citizens of the City of Naples; and

**WHEREAS**, the CITY has the full power and authority to enter into the transactions contemplated by this Agreement; and

**WHEREAS**, CONTRACTOR is in the business of providing said services in the City of Naples and elsewhere in the State of Florida; and

**WHEREAS**, CONTRACTOR is competent and has sufficient manpower, training, and technical expertise to perform the services contemplated by this Agreement in a timely and professional manner consistent with the standards of the industry in which CONTRACTOR operates; and

**WHEREAS**, Section 448.095, Fla. Stat., imposes certain obligations on public agencies with regard to the use of the E-Verify system by their contractors and subcontractors; and

**WHEREAS**, CONTRACTOR was the successful bidder for an advertised Invitation to Bid identified as ITB 22-011 titled Median Restoration on Goodlette Frank Road – 7<sup>th</sup> Ave N to Golden Gate Pkwy – Phase 2 which satisfies the CITY's Procurement Policy Sec. 2-663; and

**WHEREAS**, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid documents (ITB 22-011) issued in connection with this project.

**NOW THEREFORE** in consideration of the premises, and in consideration of the mutual conditions, covenants, and obligations hereafter expressed, the parties agree as follows:

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**

- a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the **Scope of Services, which is attached hereto as Exhibit "A"** and incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.
- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in invitation to bid (ITB), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, all hereinafter the "**Bid Documents**, as applicable." The **Bid Documents**, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

3. **Commencement and completion/Term.**

- a. CONTRACTOR will commence work under this Agreement upon receipt of a Notice to Proceed (hereinafter "NTP").
- b. Liquidated damages will be assessed against CONTRACTOR in an amount consistent with the current Section 8-10.2 Florida Department of Transportation Standard Specifications for each day after that the work contemplated by this Agreement is incomplete based on a NTP and its stated time frame of completion.
- c. This Agreement will commence on award and be in effect until completion of the project. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed (NTP) from the CITY for all or any designated portion of the Project and must be completed by no later than Sixty (60) days from the issued NTP.

4. **Payment.**

- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in **Exhibit "B"**, which is attached hereto and incorporated herein by reference. The amount of the Agreement is \$288,011.92. CONTRACTOR must perform all work required by the Scope of Services stated, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in an agreed upon Change Order in writing signed by both Parties.
- b. Progress payments, if any, will be made as set forth in an NTP.
- c. The CITY reserves the right to withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

5. **Acceptance of work product, payment, and warranty.** Each final invoice will be processed, upon completion of the CITY's final inspection and the CONTRACTOR'S

submission of a completed CITY OF NAPLES RELEASE AND AFFIDAVIT FORM as identified in ITB 22-011.

a. **Quality Guarantee/Warranty**

a.1 CONTRACTOR will guarantee its work without disclaimers, unless otherwise specifically approved by the CITY, for a minimum of twelve (12) month from the final completion date.

a.2 Unless otherwise specifically provided in the specifications, all equipment and materials and articles incorporated in the work covered by this contract shall be new, unused and the most suitable grade for the purpose intended. Refurbished parts or equipment are not acceptable unless otherwise specified in the specifications. All warranties will begin from the date of the final completion.

a.3 Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, including shipping, parts and labor. Should the equipment be taken out of service for more than forty-eight (48) hours to have warranty work performed, a loaner machine of equal capability or better shall be provided for use until the repaired equipment is returned to service at no additional charge to the CITY.

a.4 If any product does not meet performance representation or other quality assurance representations as published by manufacturers, producers or distributors of such products or the specifications listed, the CONTRACTOR shall pick up the product from the CITY at no expense to the CITY. The CITY reserves the right to reject any or all materials, if in its judgment the items reflect unsatisfactory workmanship or manufacturing or shipping damage. The CONTRACTOR shall refund, to the CITY, any money which has been paid for same.

b. **Acceptance of work product, payment, and warranty.** When the CITY receives an invoice sufficiently itemized to permit audit, the CITY will diligently review the invoice. When the CITY finds the invoice acceptable and finds the products and services acceptable, the installment payment will be paid to CONTRACTOR within thirty (30) days after the date of receipt of the invoice, unless another payment schedule is provided in Exhibit "A." CONTRACTOR guarantees the successful performance of the work for the products and services intended. If the CITY deems it inexpedient to require CONTRACTOR to correct deficient or defective work, the CITY may make an equitable deduction from the contract price, or, in the alternative, the CITY may seek damages. CONTRACTOR warrants that the data utilized by CONTRACTOR (other than as provided by the CITY) is from a source, and collected using methodologies, which are generally recognized in CONTRACTOR's industry or profession to be a reliable basis and foundation for CONTRACTOR's work product. CONTRACTOR must notify the CITY in writing if it appears, in CONTRACTOR's professional judgment that the data or information provided by the CITY for use in CONTRACTOR's work product is incomplete, defective, or unreliable. CONTRACTOR guarantees to amend, revise, or correct to the satisfaction of the CITY any error appearing in the work as a result of CONTRACTOR's failure to comply with the warranties and representations contained herein. Neither inspection nor payment, including final payment, by the CITY will relieve CONTRACTOR from its obligations to do and complete the work product in accordance with this Agreement.

6. **Termination.**

a. **Termination at Will:** This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less

than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

- b. Termination for Cause: This Agreement may be terminated by either party for cause by the CITY or CONTRACTOR giving written notice to the other party not less than 10 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

**7. Project management.**

- a. The Project Managers for this project are as follows: Any subsequent changes to the Project Manager for either party must be provided by notice as described in paragraph eight (8) below and does not require an amendment to this Agreement.
- b. CITY's Project Manager assigned is Jim Hodgdon, Parks and Parkways Superintendent.
- c. CONTRACTOR's Project Manager assigned is Dale F. Hannula, President.

**8. Notices.** All notices required or made pursuant to this Agreement to be given by the CONTRACTOR or 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 addresses of record:

- a. **To CITY:** City of Naples, Attention: City Manager's Purchasing Division, 735 8<sup>th</sup> Street South; Naples, Florida 34102.
- b. **To CONTRACTOR:** Hannula Landscaping and Irrigation, Inc., Attention: Dale F. Hannula, President; 17051 Jean Street Unit 7; Fort Myers, FL 33967.

**9. Insurance.**

- a. CONTRACTOR must maintain such insurance as will fully protect both CONTRACTOR and the CITY from any and all claims under any Workers Compensation Act or Employers Liability Laws, and from any and all other claims of whatsoever kind or nature to the damage or property, or for personal injury, including death, made by anyone whomsoever, that may arise from operations carried on under this Agreement, either by CONTRACTOR, any subcontractor, or by anyone directly or indirectly engaged or employed by either of them.
- b. The City's General Insurance Requirements (attached as **Exhibit "C"**) apply. The insurance coverages procured by CONTRACTOR as required herein will be considered as primary insurance over and above any other insurance, or self-insurance, available to CONTRACTOR, and any other insurance, or self-insurance available to CONTRACTOR will be considered secondary to, or in excess of, the insurance coverage(s) procured by CONTRACTOR as required herein.

10. **General Provisions.** CONTRACTOR must comply with the following general provisions:
- a. **Bond.** A Payment & Performance Bond shall be obtained by the CONTRACTOR and shall be issued by a surety insurer authorized to do business in the State of Florida as a surety. CONTRACTOR prior to commencement of work, will record the Payment & Performance Bond in the public records of Collier County and furnish a copy of the original recorded bonds to the CITY Purchasing Department. If a surety bond has been required for the CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
  - b. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.
  - c. **Retainage.** As a method to assure completion of all project/work orders over the total amount of \$100,000.00, retainage in the amount of five percent (5%) of all work completed may be withheld from the payment. The retainage will be released upon completion of the CITY's final inspection and submission of a completed CITY OF NAPLES RELEASE AND AFFIDAVIT FORM as identified in ITB 22-011.
  - d. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
  - e. **Personal nature of Agreement; Assignment.**
    - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
    - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate. CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.
  - f. **Discrimination.**
    - i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in,

denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.

- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

**g. Independent contractor.**

- i. CONTRACTOR is, and will be deemed to be, an independent contractor and not a servant, employee, joint adventurer, or partner of the CITY. None of CONTRACTOR's agents, employees, or servants are, or will be deemed to be, the agent, employee, or servant of the CITY. None of the benefits, if any, provided by the CITY to its employees, including but not limited to, compensation insurance and unemployment insurance, are available from the CITY to the employees, agents, or servants of CONTRACTOR. CONTRACTOR will be solely and entirely responsible for its acts and for the acts of its agents, employees, servants, and subcontractors during the performance of this Agreement. Although CONTRACTOR is an independent contractor, the work contemplated herein must meet the approval of the CITY and is subject to the CITY's general right of inspection to secure the satisfactory completion thereof. CONTRACTOR must comply with all Federal, State and municipal laws, rules and regulations that are now or may in the future become applicable to CONTRACTOR, or to CONTRACTOR's business, equipment, or personnel engaged in operations covered by this Agreement or accruing out of the performance of such operations. The CITY will not be held responsible for the collection of or the payment of taxes or contributions of any nature on behalf of CONTRACTOR.
- ii. CONTRACTOR will bear all losses resulting to it on account of the amount or character of the work, or because of bad weather, or because of errors or omissions in its contract price.
- iii. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR and any subcontractors during the Term of this Agreement.

**h. Indemnification.**

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of

such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.

- ii. In the event that any claim in writing is asserted by a third party which may entitle the CITY to indemnification, the CITY must give notice thereof to CONTRACTOR, which notice must be accompanied by a copy of statement of the claim. Following the notice, CONTRACTOR has the right, but not the obligation, to participate at its sole expense, in the defense, compromise or settlement of such claim with counsel of its choice. If CONTRACTOR does not timely defend, contest, or otherwise protect against any suit, action or other proceeding arising from such claim, or in the event the CITY decides to participate in the proceeding or defense, the CITY will have the right to defend, contest, or otherwise protect itself against same and be reimbursed for expenses and reasonable attorney's fees and, upon not less than ten (10) days notice to CONTRACTOR, to make any reasonable compromise or settlement thereof. In connection with any claim as aforesaid, the parties hereto must cooperate fully with each other and make available all pertinent information necessary or advisable for the defense, compromise or settlement of such claim.
- iii. The indemnification provisions of this paragraph will survive the termination of this Agreement.

i. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.

j. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed waive or to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as waiver or consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.

k. **Public records.**

- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
  - 1. Keep and maintain public records required by the CITY to perform the service.
  - 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
  4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
  - iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
  - iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
  - v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
  - vi. **Public Records Compliance Indemnification.** CONTRACTOR agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the CONTRACTOR'S failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONTRACTOR'S failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONTRACTOR authorizes the public agency to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR in Collier County Circuit Court on an expedited basis to enforce the requirements of this section.
  - vii. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AS CITY OF NAPLES CUSTODIAN OF PUBLIC RECORDS, AT TELEPHONE: 239-213-1015, OR EMAIL AT: PUBLICRECORDSREQUEST@NAPLESGOV.COM; PHYSICAL ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102.**



**MAILING ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA  
34102.**

- I. Ethics. Compliance with Ethics Code.** CONTRACTOR agrees to comply with the City of Naples Code of Ethics, as applicable, and as it may be amended from time to time. Any conflict between the City's Ethics Code and the contractual terms which follow shall be resolved in favor of the City's Ethics Code, as it may be amended from time to time. As provided in Section 2-976 of the City Code of Ordinances:

  1. The CONTRACTOR agrees and covenants to not employ or offer to employ any elected officer or city managerial employee who in any way deals with, coordinates on, or assists with the construction or professional services provided, for a period of two years after termination of all provisions of the construction or professional services contract.
  2. The CONTRACTOR agrees and covenants to not provide services for compensation to another party other than the city on the same subject matter, same project, or scope of services without city council approval.
  3. The CONTRACTOR agrees and covenants to not disclose or use information not available to members of the general public and gained by reason of such person or business entity's contractual relationship with the CITY for the special gain or benefit of the contracting person or entity, or for the special gain or benefit of any other person or business entity, except as specifically contemplated or authorized by the contract.
  4. In the event of any violations of subsections 1-3 above, the CONTRACTOR agrees to pay damages in an amount equal to any and all compensation which is received by the former elected officer or city managerial employee from the contracting person or entity, or an amount equal to the former employee's last two years of gross compensation from the city, whichever is greater.
  5. In addition, the CITY retains the right to impose a penalty as provided in Section 1-15 of its Code of Ordinances for violation of subsection 1-3 above.
- m. Federal or State Funding** - If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply, provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.

  - i. **E-Verify.** CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
  - ii. **Agency.** CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
  - iii. **Indemnification.** To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by

the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.

- iv. **Workers' Compensation Insurance.** CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. **Liability Insurance.** CONTRACTOR shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.
- vi. **Inspections.** CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records,

and accounts pertaining to the financing and development of the Services described in the Contract Documents.

vii. **Auditor General Cooperation.** CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.

n. **E-Verify Compliance.** CONTRACTOR affirmatively states, under penalty of perjury, that in accordance with Section 448.095, Fla. Stat., CONTRACTOR is registered with and uses the E-Verify system to verify the work authorization status of all newly hired employees, that in accordance with such statute, CONTRACTOR requires from each of its subcontractors an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, and that Contractor is otherwise in compliance with Sections 448.09 and 448.095, Fla. Stat. The **E-VERIFY AFFIDAVIT** attached hereto as **Exhibit "D"** and is hereby incorporated into this Agreement by reference.

11. **Miscellaneous Provisions.** The following miscellaneous provisions apply to this Agreement:

a. **Binding Nature of Agreement.** This Agreement is binding upon the successors and assigns of the parties hereto.

b. **Entire Agreement.** This Agreement states the entire understanding between the parties and supersedes any written or oral representations, statements, negotiations, or agreements to the contrary. CONTRACTOR recognizes that any representations, statements, or negotiations made by the CITY'S staff do not suffice to legally bind the CITY in a contractual relationship unless they have been reduced to writing, authorized, and signed by the authorized CITY representatives.

c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.

d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.

e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.

- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars (\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

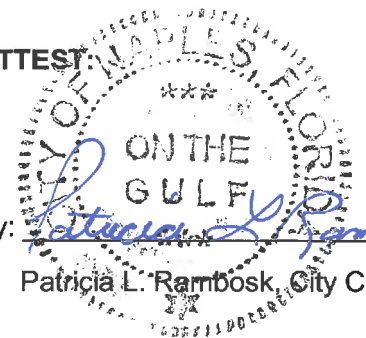
- j. **Venue and Jurisdiction.** Notwithstanding any of other provision to the contrary, this Agreement and the parties' actions under this Agreement shall be governed by and construed under the laws of the state of Florida, without reference to conflict of law principles. As a material condition of this Agreement, each Party hereby irrevocably and unconditionally: i) consents to submit and does submit to the jurisdiction of the Circuit Court in and for Collier County, Florida for any actions, suits or proceedings arising out of or relating to this Agreement.
- k. **Non-appropriation.** CITY's performance and obligation to pay under this Agreement is contingent upon an appropriation during the CITY's annual budget approval process. If funds are not appropriated for a fiscal year, then the CONTRACTOR shall be notified as soon as is practical by memorandum from the City Manager or designee that funds have not been appropriated for continuation of the Agreement, and the Agreement shall expire at the end of the fiscal year for which funding has been appropriated. The termination of the Agreement at fiscal year-end shall be without penalty or expense to the CITY subject to the CITY paying all invoices for services rendered during the period the Agreement was funded by appropriations.

**12. Special Provisions.**

- a. None.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original as against any part whose signature appears thereon and all of which shall together constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties hereto have signed and sealed this Agreement effective the date first written above.

**ATTEST:**  
  
 By: *Patricia L. Rambosk*  
 Patricia L. Rambosk, City Clerk

**CITY OF NAPLES, FLORIDA**  
 By: *Pete DiMaria*  
 Pete DiMaria, Interim City Manager

Approved as to form and legal sufficiency:

By: *Paul Brewster Esq.*  
 City Attorney *The Vose Firm*

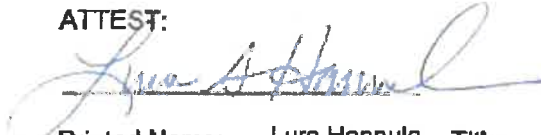
HANNULA LANDSCAPING AND IRRIGATION, INC.  
17051 Jean Street Unit 7  
Fort Myers, Florida 33967  
Attention: Dale F. Hannula, President

by   
as its President and Authorized Agent

(CORPORATE SEAL)



ATTEST:



Printed Name: Lura Hannula, Title Office Manager

STATE OF Florida

CITY OF Fort Myers

The foregoing instrument was acknowledged before me by means of  physical presence or

online notarization, this 15th day of March, 2022, by Dale F. Hannula of Hannula Landscaping and Irrigation, Inc, a Florida Corporation, on behalf of the company, and he/she is personally known to me or has produced Personally Known as identification.

  
Signature of Notary Public - State of Florida

Printed/Typed/Stamped Name of Notary



My commission expires: \_\_\_\_\_

**City of Naples, FL  
ITB No. 22-011  
Median Restoration on Goodlette Frank Road - US41 to 7th Ave N -  
Phase 2 - ITB**

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**UNDER SEPARATE COVER**

**ATTACHMENT A - CONTRACT PLANS**

**City of Naples, FL**  
**ITB No. 22-011**

**Median Restoration on Goodlette Frank Road - US41 to 7th Ave N - Phase 2 - ITB**

**PROJECT REQUIREMENTS AND SPECIFICATIONS**

**A. PROJECT DESCRIPTION/ SCOPE OF WORK:**

The purpose of this Invitation to Bid (ITB) is for the City of Naples to obtain prices from qualified vendors to provide all labor, materials, equipment and incidents required to prepare site to final grade, install irrigation, landscape trees/palms, and plants in accordance with the plans and as specified.

**B. AWARD OF BID:**

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

**C. CONTRACT MANAGEMENT:**

The City Arborist and/or his/her authorized representative will serve as the City's Project Manager.

**D. LICENSES AND PERMITS:**

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. Permitting may be required for all or part of the requested work. The contractor will be responsible for investigating and determining if permitting is necessary. The contractor will also be responsible for obtaining permits. The City of Naples has obtained the Florida Department of Transportation General Use Permit to complete the median work on the state road.

At a minimum, vendors must submit the following:

1. A Landscape Restricted Contractor License and Irrigation Sprinkler Control License; and be certified and or qualified to prepare site to final grade, install irrigation, landscape trees/palms, and plants as described in the Project specifications.
2. Prospective vendors, whether residents or nonresidents of Florida, must provide evidence of proper licensure with their Bids submittal. Such evidence must be in the form of copies of their Florida license which authorizes Bidder to perform the work.
3. Prospective vendors must hold the required license for the type of work to be performed at the time their bid response is submitted and for the duration of the contract.



4. Prospective vendors must provide a list of the permit(s) they determined are necessary to perform the requested work.

#### **E. INSURANCE**

The City's General Insurance Requirements on page 12 apply. Successful contractor(s) must furnish proof of insurance as per specifications.

Contractors should investigate and determine they hold the necessary insurance prior to bid submittal.

#### **F. SUB-CONTRACTORS AND MATERIAL SUPPLIERS**

If the prospective contractor contemplates the use of sub-contractors, as a further condition of award of a contract, the prospective contractor must certify in writing that all of its sub-contractors are appropriately licensed and are registered with the State of Florida in accordance Florida Statutes Chapters 607 or 620, and such statement will include any sub-contractors' corporate charter numbers. For additional information on registering, the prospective contractor should contact the Florida Secretary of State's Office.

Each prospective contractor must submit a list of all proposed sub-contractors, material suppliers, and equipment intended for this project. No changes to this list shall be made without the express written consent of the City. Any request for changes shall be made in writing, to the City, clearly stating the reasons for the change. The City reserves the exclusive right to either approve or reject such request for change. Contractor agrees that the City's or its consultant's decision is final and binding. Contractor understands and agrees that he/she is solely responsible to the City for all work specified herein; and, that subsequent review of sub-contractors and/or material suppliers by the City or its consultants does not relieve the contractor and/or his surety of any liability or obligation stipulated herein. Failure to comply with the above may result in termination of this contract.

All bidders must provide requested information in the attached forms provided.

#### **G. CONDUCT**

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

#### **H. CONTRACTORS EQUIPMENT**

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 standards while working on City, County, or State roads as a sub-contractor of the City.

#### **I. DISPOSAL OF DEBRIS**

The awarded vendor(s) must dispose of all debris and other materials gathered from the described work in compliance with all applicable federal, state, and local regulations.

Remove leftover materials, trash, debris, from project site and surrounding areas daily.

#### **J. PRE-CONSTRUCTION CONFERENCE**

Schedule a pre-construction meeting with the Owner's Representative at least 14 days before beginning work to review any questions the Contractor may have regarding the work, administrative procedures during construction and project work schedule.

#### **K. SCHEDULING OF WORK**

1. All work will be performed from Monday to Friday between the hours of 7:30am to 5:30pm unless prior approval has been obtained from the Project Manager.
2. The awarded vendor(s) will correct work deficiencies and/or problems pointed out by the Project Manager within two working days of written notification, by the Project Manager.

#### **L. PAYMENT REQUESTS, INVOICES AND WORK REPORTS**

1. Invoices must be submitted after work is completed with a detailed description of the work performed.
2. The awarded vendor(s) will meet with Project Manager and set up procedures prior to the start of work.

#### **M. NON-PERFORMANCE**

The City reserves the right to cancel the contract with a seven (7) day notice should the Contractor fail to perform up to the requirements and standards identified in the specifications. The City may withhold part or all payments due to the awarded vendor(s) until correction is made.

#### **N. QUALIFICATIONS**

The Contractor must be licensed with a minimum of five (5) years of experience in commercial landscape installation on similar projects. All bidders must provide a listing of completed specific projects and send the attached reference questionnaire to the client who will submit the completed form directly to the City. The City reserves the right to contact these references, in order to determine the competency of the Contractor.

#### **O. INSPECTION**

The City reserves the right to make inspections and tests, when deemed advisable, to ascertain that requirements of the contract are being fulfilled. Should it be found that the

standards specified are not being satisfactorily maintained, the City will immediately demand that the contractor comply with the Invitation to Bid to meet these requirements.

The Project Manager 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. Project Manager may authorize minor variations from the requirements by written notification of the Contract Documents.

#### **P. REJECTING DEFECTIVE WORK**

The City Arborist and/or his/her authorized representative will have the authority to disapprove or reject work, which he believes to be unacceptable work and not in accordance with Contract Documents. The City Arborist and/or his/her authorized representative will be the final interpreter of the requirements of the Contract Documents and judge of the acceptability of the work performed. City will notify the contractor immediately of unacceptable work. If work has been rejected; contractor must correct all defective work within 2 days of notification. The contractor will bear all costs to correct the defective work. If the contractor fails to correct the defective work, or if the contractor fails to perform the work in accordance with the Contract Documents, the City may correct and remedy any such deficiency, with the contractor to bear all costs to correct the defective work.

#### **Q. PROTECTION OF FACILITIES, PUBLIC AND PRIVATE PROPERTY**

1. From the time the awarded contractor commences and until final acceptance by the City of any work specified on the Invitation to Bid, awarded contractor is required to initiate and maintain measures which must be proper and adequate to protect the building, its contents and any surrounding areas against damage by the elements. The contractor will assume full responsibility for any damage to any property including but not limited to walls, floors, tables, chairs, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities, resulting from the performance of the work.
2. Further, the awarded contractor must at all times guard against damage or loss to the property of the City or of other vendors or contractors and will be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions from payments as it deems necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded contractor or his agents.
3. Further, provide adequate protection for both curbs/sidewalks/grass areas over which trucks and equipment pass to reach the project site and repair/replace all damaged areas, at no cost to the owner.
4. The contractor upon receipt of either written or oral notice must immediately discontinue any practice obviously hazardous in the opinion of the Project

Manager. The contractor must comply with all OSHA and other Federal and State safety standards. Blocking of the public street, except under extreme emergency conditions, will not be permitted unless prior arrangements have been made with the Project Manager and the City Police and Fire Departments and other agencies having jurisdiction over the street to be closed.

#### **R. PROTECTION OF OVERHEAD UTILITIES**

The operations will be conducted in many areas where overhead electric, telephone, and cable television facilities exist. The contractor must protect all utilities from damage, will immediately contact the appropriate utility if damage has occurred, and will be responsible for all claims for damage due to his operations. The contractor must make arrangements with the utility for the removal of necessary limbs and branches, which may conflict with, or create a personal injury hazard in the removal of the tree. Delays encountered by the contractor in waiting for the utility to complete its work will not be the responsibility of the contractor.

#### **S. PROTECTION OF UNDERGROUND UTILITIES**

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 will have full responsibility for reviewing and checking all information and data for locating all underground facilities.

#### **T. TRAFFIC CONTROL**

1. Contractor will be required to furnish traffic control and/or barricades as needed or as required by the State of Florida. Barricading and detouring of the traffic shall be accomplished in conformance with the Manual on Uniform Traffic Control Devices for Highway Construction and Maintenance Operations, latest edition.
2. Contractor will be responsible for adequate barricades, warning devices, and the necessary safety equipment according to State FDOT Standard Plans while working on City, County or State roads as a sub-Contractor of the City.

## TECHNICAL SPECIFICATIONS

### A. SCOPE OF WORK

Provide all labor, materials, equipment and incidents required to prepare site to final grade, install irrigation, landscape trees/palms, and plants in accordance with the plans and as specified. These specifications are inclusive of a required guarantee, replacements, clean-up, and maintenance of traffic, all of which shall be included in the unit bid price for each project.

1. All work shall be performed by personnel familiar with installation of irrigation and plants/trees and maintenance of traffic procedures and under the supervision of a qualified foreman, who shall be on-site at all times during the work.
2. Finish Grade: The Contractor shall verify with the City that the final grade has been achieved and shall perform fine grading if so directed by the City. The Contractor is responsible for any trees or palms that are planted prior to achieving final grade.
3. Prior to commencing work, the Contractor shall visit the site and ascertain all site conditions, including utilities, structures, slopes, access and available work space to preclude any misunderstandings and to ensure a trouble-free installation. It shall be the Contractor's responsibility to avoid conflicts with existing underground and overhead utilities and structures. The Contractor shall examine available utility plans and notify the City of any conflicts and needed adjustments. The Contractor shall notify all utilities servicing the work area at least 48-hours prior to any excavation so that underground utilities may be located. The contractor has the responsibility to contact **Sunshine State One-Call of Florida, Inc. at 1-800-432-7700** to schedule marking locations of the utilities which subscribe to their service.
4. Prior to preparation, the Contractor shall ascertain the onsite location of, and take necessary precautions to avoid damage to, all above-ground and underground utilities, under drain trenches, electrical cables, conduits, utility lines, oil tanks, supply lines, pavement, curbing, traffic control devices, pedestrian signals, building structures, or waterproofing. The Contractor shall be responsible for the cost to repair all damages. The Contractor shall properly maintain and protect all such improvements.

### B. APPLICABLE DOCUMENTS

1. Plant nomenclature shall conform to the names given in "The New Royal Horticultural Society Dictionary of Gardening", which is the source cited by the current 2015 edition of Florida Grades and Standards for Nursery Plants, by the Florida Department of Agriculture and Consumer Services, Division of Plant Industry (henceforth called Florida Grades and Standards).
  - a. Names and varieties not included therein shall conform generally with names accepted in the nursery trade.
  - b. Substitution will be permitted only upon submission of proof that any specified plant is not obtainable or suitable for the location as specified on the plan and upon written authorization of the City.
2. The Contractor is obligated to be familiar with and understand the following documents in order to comply with the requirements therein to properly perform the work contemplated in this contract:
  - a. All plans and documents within the bid package set.
  - b. The Florida Grades and Standards (current edition).
  - c. The Florida Department of Transportation Standard Specifications for Road and Bridge Construction, (current edition – as general operating specification document, excluding Section 580, landscaping).
  - d. The Florida Department of Transportation, Roadway and Traffic Design Standards, (current edition).
  - e. The Manual of Uniform Traffic Control Devices for Streets and Highways, by the federal Highway Administration, (current edition).
  - f. The State of Florida Manual on Traffic Control and Safe Practices. (current edition).
  - g. The Manual of Uniform Minimum Standards for Design, Construction, and Maintenance of Streets and Highways, by F.D.O.T. (current edition).

#### C. QUALITY CONTROL

1. Substitution of materials and products specified herein, including those meeting "or accepted equal" clauses, shall not be permitted without written authorization from the City.

2. Plants/Trees shall have a growth that is normal for the species and shall be sound, healthy, vigorous and free from insect pests, fungi diseases and injuries.
3. Trees (other than palms) shall be heavily branched and shall have a dominant leader and no crossing branches.
4. All single-trunks palms shall have straight vertical trunks, not re-curved trunks, unless otherwise specifically directed in writing by the City.
5. Plant/tree material shall be Florida Grade No. 1 or better as outlined under the current edition of Florida Grades and Standards.
  - a. All plants/trees not listed in Florida Grades and Standards, shall conform to a Florida Grade No. 1 as to:
    - 1) health and vitality
    - 2) condition of foliage
    - 3) root system
    - 4) freedom from pest or mechanical damage
    - 5) heavily branched and densely foliated according to the accepted normal shape of the species
  - b. Undersizing plant materials or substituting one species or cultivar for another are contract violations, but have no bearing on plant grading. Undersizing or substituting species or cultivars may be permitted only if authorized by the City in writing.
  - c. Verification of specified grades are to be determined at the time of delivery (even for plants/trees inspected, accepted, and tagged by the contractor with the City at respective nurseries). Grades determined at the time of delivery inspection or during the course of conducting a regrading inspection shall be based on the growth characteristics and condition of the plant/tree at the time of grading. The grade shall not be based on any future or predicted growth potential of the plant/tree. Each plant/tree shall be maintained by the Contractor to Florida Grade No. 1 standards until the date a written Final Acceptance by the City for that plant/tree. The City is the final authority to determine if a plant/tree does or does not meet Florida Grade No. 1 standards, including health and vigor of the plant/tree.
6. The City shall have the right at any stage of the operation, to reject any and all work and materials, which, in the City's opinion, do not meet the requirements of these specifications or aesthetically do not comply with the

design intent. Plants/trees that are scarred or damaged during delivery or off-loading will be rejected.

7. Plant/tree materials, as proposed by the Contractor, are required to be inspected, accepted and tagged at the respective nurseries by the Contractor with the City prior to any delivery to the project site, unless waived by the City in writing. If such waiver is granted, the City will inspect and approve representative plant/tree material samples at the project site or at the respective nurseries prior to delivery to the project site. Waivers will only apply to the specific projects (work orders) and species designated by the City. Certificates of nursery origin may be required for plant/tree materials not tagged by the Contractor with the City.

#### D. CERTIFICATE OF INSPECTION

1. All shipments of plant/tree material shall originate from state registration nurseries which have undergone regular inspections by the authorized State Agencies prior to delivery to the proper site.
2. State inspection certificates certifying respective plant nurseries of origin shall accompany the bill of lading or invoices. Any certificates of inspection required by the state for specific species also will be provided. Any required transportation documents are to be submitted with invoices as back-up.
3. Contractor shall furnish the City with copies of manufacturer's literature, labels, samples, certifications, Material Safety Data Sheets, and laboratory analytical data for fertilizers, mulch, planting soil, backfill mix, chemicals, staking/guying materials and other products as appropriate, prior to use or application on any project.

#### E. MEASUREMENTS

1. The minimum acceptable size of all plants/trees measured after pruning with branches in normal positions, shall conform to the measurements as shown on landscape plans and conform to the Florida Grade and Standards. Deviations from these measurements must be approved in writing by the City.
2. The caliper (diameter) of tree trunks is measured six (6") inches above the ground level for trees with caliper up to and including four (4") inches, and twelve (12") inches above the ground for larger trees.
3. The caliper (diameter) of palm tree trunks is to be taken at the widest portion of the trunk measured between 1' and 3' above the soil line.



## F. PLANT MATERIAL

1. The words "Plant Materials" or "Plants" or "Trees" refer to and include trees and palms. "Plant Materials" shall also refer to accent plants, ground covers and woody ornamentals. When the words "palms" or "palm trees" are utilized, no reference to other tree types is intended. When the words "trees (excluding palms)" are utilized, no other reference to palm trees is intended.
2. Plant species shall conform to those species and cultivars indicated on the plans and in the specifications.
3. Plants shall be sound, healthy, vigorous, free from plant diseases, insect pests or their eggs and shall have healthy normal growth and root systems. Tree trunks shall have the specified caliper, straight with no fresh cuts, fissures, scrapes, or scars, and shall have the specified clear trunk height, overall height, spread, and rootball size, as applicable. Container grown plants material shall be "Florida Fancy" as described in Florida Grades and Standards, Shrubs, Groundcovers, and Vines.
4. The species and varieties furnished by the Contractor shall include those listed below and/or substitutions mutually agreed upon by the Contractor and the City. The basis to be used for comparison of plants to be substituted in the respective categories shall be plant descriptions and wholesale prices as described in Betrock Information Systems' PlantFinder.
5. Trees/Palms are required to be field grown:
  - a. Field Grown: Shall have the appropriate root ball size based on the tree's trunk diameter (caliper) and/or height as established by the Florida Grades and Standards. Root ball depth on balled and burlapped (B&B) stock shall be at least 2/3 of the rootball diameter shown. Field grown trees should be properly root-pruned and hardened-off in the nursery for a period of 45-90 days, and will be inspected by the City for new root growth.
    - 1) Field grown balled and burlapped (B&B) trees are usually specified on the unit bid price plant list, however upon City approval, well established non-root bound container plants may be substituted for B&B material, when all other requirements, specifications, and unit bid prices of B&B trees are adhered to.

- 2) Natural fabric burlap is to be utilized. Synthetic woven plastic fabrics and wire baskets are prohibited unless the City provides written approval.
6. Collected plants shall not be used unless specifically called for in the specifications or accepted in writing by the City. The type, size, and availability of specific species will be the basis of selection of any collected plants.
7. All plants for this project are to be secured from state registered nurseries within the south Florida area (as defined by Betrock Information Systems' PlantFinder geographic regions) unless authorized in writing by the City.

#### G. WATER

Contractor shall provide water, labor, and equipment (including a self-canceling nozzle with a diffuser) necessary to distribute water as required for all installed materials using hand-watering methods. Existing or proposed irrigation systems may not be relied on to provide water for newly planted materials. Use water free of elements toxic to plant and/or animal life.

#### H. GUYING AND STAKING MATERIAL

Trees shall be triple staked with three (3) two-inch diameter cypress or approved equal poles. Trees shall be tied with tree tie webbing that is ¾-inch wide polypropylene approximately 900# break strength. Ties shall be placed at no less than 1/2 of the height of the plant material. Bracing shall be removed upon request from the City.

#### I. GENERAL

1. The Contractor's work shall conform to accepted horticultural practices as used in the trade, unless specifically directed to the contrary by the contract documents or otherwise by the City.
2. Plants/trees shall be protected upon arrival at the site by being thoroughly watered and properly maintained until planted. If balled and burlapped (B&B) plant/tree is not planted within 12-hours of delivery then the rootball shall be kept covered with a moist material to prevent drying of root growth tips until planting. Plants/trees shall not remain unplanted on-site for a period exceeding 24-hours.

3. The Contractor shall install and maintain all plants (through final acceptance) in accordance with the requirements of the project plans, bid documents/specifications, and applicable standards.

#### J. LAYOUT OF PLANTING HOLES

1. The approximate location of some existing above-ground and underground utilities, structures, and other improvements are shown on the landscape plans for general information purposes only, and are not to be relied upon nor regarded as relieving the Contractor of responsibility for verifying exact field locations. All such improvements shall be investigated and verified in the exact field before starting work.
2. Should the Contractor encounter overhead or underground obstructions, median modifications, or other conditions which interfere with the specified locations for plantings, then the Contractor shall immediately notify the City and alternate planting locations or plan modifications will be selected and approved by the City. Trees which cannot be adjusted to accommodate such conditions and still adhere to clear site spacing and clear zone requirements, will be eliminated.
3. Before digging of planting holes, the location and arrangement of the planting shall be marked by the Contractor. The Contractor shall notify the City a minimum of 48-hours in advance (excluding weekends and/or holidays). The City shall reserve the right to approve or reject all marked tree locations which shall conform to the requirements of the specifications, plans, and details unless otherwise addresses above.

#### K. TREE AND PALM INSTALLATION

1. All planting holes shall be excavated to size and depth specified herein and in accordance with the plans and details, and backfilled with the prepared Planting Soil Backfill Mix as specified. The general planting procedures for all trees and palms are similar except as noted below.
  - a. **Balled and Burlapped Trees and Palms:** Always move B&B plants (except heavy trunked palms) by the rootball only. Never use the trunk as a handle to pick up or move these trees. Care should be taken not to disturb the rootball, as this would severely damage the root system. Removal of all the burlap before planting is not necessary (if it is biodegradable fabric), although the top one-third (1/3) of the burlap shall be pulled back and cut off.

- b. Palms: Generally, procedures for planting balled and burlapped trees are suitable for palms. Palms shall be harvested with a rootball appropriate for the size and species of palm per the current Florida Grades and Standards. Foliage of all palm species except Sabal palmetto shall have the leaves tied with a biodegradable twine or burlap in a bundle around the bud. Fronds shall be untied by the time of the first quarterly inspection. Unless the Contractor deems this to be detrimental to the palm. Complete leaf removal at the time of digging is required when planting Sabal palmetto, however, protection is required for heart frond and bud.
2. Circular planting holes with vertical sides shall be excavated for all trees. The diameter of planting holes for all trees shall be a minimum of 1.5 times larger than the rootball, per planting details, unless prevented by site obstructions or otherwise authorized in writing by the City. The depth of each planting hole shall be not less than 6" deeper than the height of the root ball or container as applicable and as per planting details.
3. Trees shall be set in planting holes on specified prepared planting soil mix backfilled and brought to a height to permit the top of the rootball to be 2" above the surrounding finish grade at the completion of tree installation. This allows for some settling such that the final planting will be at the same depth the plants grew in the nursery. All trees shall be planted in a vertical position (plump). All trees shall be handled by a padded nylon strap around the rootball for lifting purposes. Heavy-trunked palms may be lifted by the trunk provided the lifting strap is padded.
4. After placing the tree in the hole, the planting soil specified herein shall be slowly watered into plant in layers and then firmly tamped to eliminate voids and air pockets and to ensure the backfill mixture is surrounding the rootball. Do not overly compact the soil to the point that it would be detrimental to the tree's health. All tamping shall be such that no trees will settle below their original growing height and the surrounding finish grade. Do not mound any soil over the roots.
5. For water retention, a minimum 6" high circular earthen berm (water ring) shall be formed around each tree such that the inside edge is located at the perimeter of the 6' wide planting hole.
6. All trees shall be thoroughly watered at the time of planting and kept adequately watered to ensure healthy Florida Grade No. 1 trees until time of final acceptance. No allowances will be made for tree or palm losses due to lack of adequate or proper watering. Following initial acceptance the watering requirements shall be complied with.

7. Pruning shall be done on-site after planting (with due regard to the natural form and growth characteristics of each specie) to remove damaged limbs, to remove branches falling within the required clear site window, or as directed to improve overall plant appearance. Do not remove more than 15% of branches unless otherwise approved by the City in writing. Pruning methods shall follow standard horticultural practices using appropriate tools. Lopping, shearing, or topping of plant material will be grounds for rejection. Damaged, scarred, frayed, split, or skinned branches, limbs, or roots shall be pruned back to live wood, unless such damage, once so corrected, causes the tree to not meet Florida Grade No. 1 standard, thus requiring tree replacement at no additional expense to the City. The central leader or bud shall be left intact unless severely damaged, in which case the tree will be replaced at no additional expense to the City. Remove any tree leader dowels and fasteners at the time of planting.
8. During the course of planting, excess and waste materials shall be removed by the end of each day's operations. When planting in an area has been completed, all debris from planting operations shall be removed and the area maintained in this finished state until final acceptance.

#### L. GUYING AND STAKING

1. Guy and stake plant materials as specified and detailed to assure upright form, and in accordance with the following:
  - a. All trees with calipers smaller than 2-1/2" shall be staked with three (3) vertical stakes 120° apart. All trees with calipers between 2-1/2" and 4-1/2" inclusive shall use four (4) vertical stakes 90° apart. All stakes shall be 2"x4" (with length sized relative to tree height such that stakes reach the height of major branching), set vertically at least two (2) feet into the ground, and at least 12" deep into undisturbed soil, and also set against the planting hole wall. The tree shall be centered within the stakes and held firmly in place by Wellington Tape (or accepted equal), and tied to the stake and the tree to prevent slippage. Tighten guying tape as necessary to ensure tree is secured in upright position.
  - b. Heavy-trunked palm trees and trees with calipers over 4-1/2" shall be braced with a minimum of four (4) 2"x4" wood braces (with length sized relative to tree height), toe-nailed to 2"x4"x12" minimum battens which are tightly secured at two points to the tree (with 1" steel banding), at a point at least 1/3 the clear trunk height. Provide one (1) batten per brace minimum with additional battens as needed to

prevent banding from touching trunk. The braces shall be set at an angle between 45° and 60° to the ground. The trunk shall be padded with five (5) layers of burlap under the battens (except Washington palms). Braces shall be approximately 90° apart and secured underground by 2"x4"x12" minimum anchor stake pads hammered such that the deepest point is at least ten (10) inches below finish grade. Anchor stake pads shall not be exposed more than 2" above finished grade and be located no farther from the trunk than 6" from the outside toe of the earth berm around the saucer. The tree shall be centered within the braces.

2. All trees and palms shall be staked/braced on the same day as installed, and at no time shall any newly planted tree or palm remain without stakes for more than 24-hours after installation. The City may prohibit completion of any further work until all plant material has been appropriately staked.

#### M. MAINTENANCE PRIOR TO INITIAL ACCEPTANCE (AT INSTALLATION)

The Contractor's maintenance shall commence after each plant is planted and shall continue until Initial Acceptance (at installation). All maintenance operations shall be conducted consistent with specifications, which includes the guarantee and replacement requirements.

The Contractor shall maintain Florida Grade No. 1 quality until final acceptance. This plant maintenance shall include watering, pruning, weeding, cultivating, mulching, fertilizing, repairing or replacing stakes and guys, replacement of sick or dead plants, resetting plants to proper grades or upright position, restoration of the circular earth berm around the saucer, protection from insects and diseases, and all other care required for proper growth and health of the plant. Proper protection of grassed areas shall be provided and any damages resulting from planting or maintenance operations shall be repaired promptly. If determined to be necessary by the City, disturbed areas shall be re-sodded to match existing turf at no additional cost to the City.

#### N. INSTALLATION OF ACCENT PLANTS, GROUND COVERS AND WOODY ORNAMENTALS

1. Elimination of Existing Vegetative Cover: shall conform to the specifications.
2. Site Preparation of Planting Beds: The site is to be prepared for planting by the removal of debris such as sticks, rocks, roots and liter. The area to be planted shall be excavated to a depth of 18" and backfilled to a level of final grade with a soil mix comprised of 50% sand and 50% screened organic

material such as screened muck or compost, guaranteed as weed free. All excavated material is to be removed from the planting site.

3. Installation of Plant Materials: Plant Materials shall be removed from containers prior to planting. Any rootballs containing regions of compacted or encircling roots shall be loosened by marking vertical cuts in the root mass. Plant Materials shall be placed in holes that are slightly larger than the diameter of the rootball with the top of the rootball to be at or slightly above finished grade. "Terrasorb AG", or accepted equal, is to be added to the planting hole at a rate of ¼ oz. (1 tsp.) per gallon of rootball being installed, prior to backfilling. Backfilling shall be made with specified soil mixture and shall be firmly compacted and water-in, so no air pockets remain.
4. Pre-emergent Herbicide Application and Mulching: The planted bed shall receive a pre-emergent granular herbicide application using "Ronstar G", or accepted equal, applied using methods and rates as specified on the manufacturer's label prior to the application of mulch. Mulch products used in bed planting shall conform to the specifications.

#### M. IRRIGATION SYSTEM

Description: The work specified includes furnishing and installing of the irrigation system and appurtenances necessary and applicable to complete work shown or specified.

#### References.

ASTM D1785-04 Standard Specification for Poly (vinyl chloride) (PVC) Plastic Pipe, Schedules 40, 80 and 20

ASTM D2464-99 Standard Specification for Threaded Poly (vinyl chloride) (PVC) Plastic Pipe Fittings, Schedule 80

ASTM D2466-02 Standard Specification for Poly (vinyl chloride) (PVC) Plastic Pipe Fittings, Schedule 40

ASTM D2855-96(2002) Standard Practice for Making Solvent - Cement Joints with Poly (vinyl chloride) (PVC) Pipe and Fittings

AWWA C509-AWWA Standard for Resilient Seated Gate Valves for Water Supply Service.

AWWA C605-AWWA Standard for Installation of Polyvinyl Chloride Mains and Their Fittings

Irrigation Piping: All pipe main line irrigation piping; lateral irrigation piping and pipe sleeves shall be made of 2,000 psi hydrostatic design stress compounds designated PVC 1120 and conform to the requirements of ASTM D1785. Threaded pipe and fittings

shall be Schedule 80. Threaded fittings shall conform to ASTM D2464. Unthreaded pipe and fittings shall be Schedule 40 with solvent-cemented joints. Cemented joints and fittings shall comply with ASTM 2466 and ASTM 2855. All PVC pipe furnished for reclaimed water use shall be colored Pantone Purple 522C, with light stable color pigments. Branch line from irrigation piping to sprinkler irrigation heads shall be polyethylene piping and fittings colored for reclaimed water service. Polyethylene piping and fittings shall be 150 psi rated.

**Irrigation Heads and Spray Nozzles:** Irrigation heads and spray nozzles shall meet the following criteria: Spray type pop-up heads: six and 12 inch height pop-ups; built in automatic flow shutoff; plastic spray nozzles that vary in radius from five to 15 feet; in patterns from 90 to 360 degrees; special type rectangular patterns nozzles capable of 4 foot width and 30 feet or less lengths; at 30 psi the gpm shall range from .09 to 3.60 based upon radius and pattern. Bubbler heads: flood type bubbler with pressure compensating nozzles to deliver one half and one gpm at 50 psi. All equipment must have pantone purple coloration or indicators for reclaimed water and marked "REUSE WATER, DO NOT DRINK". Products as specified in the plans shall be bid and any approved equal shall be noted as such in the bid.

**Automatic Irrigation Valve Assembly:** Automatic irrigation valves shall be 24-volt electrical solenoid activated, 20 to 70 gpm flow, 220 psi rated, reclaimed water, angle or globe, female threaded, manual flow control, built in pressure regulator, brass body valves. Manual gate valves to be iron body resilient seated conforming to AWWA C509. Valves shall be installed in an "Irrigation Valve or Controls" labeled jumbo (20.5-inch x 26.5-inch x 12-inch depth minimum), size plastic valve box colored Pantone Purple 522C for reuse water.

**Irrigation Controllers:** Controller is existing. Confirm all existing wiring is in working order by testing and making fully operational per Manufacturer's recommendations and specifications.

**Control Wiring:** All low voltage wiring shall be 12-gauge and 14-gauge direct burial wires.

#### Installation.

**Excavation:** Excavation shall conform to the requirements specified in Section 125 of the *Standard Specifications for Road and Bridge Construction* (current edition) or as amended.

**Alignment and Grade:** The pipelines shall be laid and maintained to the lines and grades established by the Drawings and this Technical Special Provision with fittings and valves at the shown locations, unless otherwise approved by Project Manager.

**Hydrostatic Testing:** Pressure shall be tested hydrostatically after completion of laying and before backfilling. Pressure piping and valves shall be statically tested at 150 psi. The test pressure shall be maintained for a period of two hours and be measured at the high point in the line. All air shall be expelled from the line before



applying the test pressure. Exposed pipe joints and other potential leak sources shall be carefully examined for leaks.

**Leakage Testing:** Main line irrigation piping shall be subjected to a leakage test. This test measures the amount of water required to be supplied to newly laid pipe to maintain a specific pressure after the pipe has been filled with water and the air expelled. of this test shall be not less than 2 hours and the test pressure shall be 150 psi, as measured at the high point in the line. The maximum allowable leakage shall not exceed the limits specified in AWWA C-605.

**Trench Construction:** The trench shall be excavated to the required alignment, depth, and width. Trench preparation shall proceed in advance of pipe installation for only as far as the piping can be installed daily. The width of the trench at the top of the pipe shall be ample to permit the pipe to be laid and joined properly and allow the backfill to be placed as specified.

Material within the haunching area shall be compacted to 90% density according to AASHTO T-99. Excessive compaction shall be avoided if any distortion of the pipe wall is observed. Material above the haunching area may be native material if free of particles larger than one- and one-half inches. At least six inches of backfill material shall be placed over the top of the pipe before compacting directly over the crown of the pipe.

When the sub grade is found to be unstable or to include ashes, cinders, refuse, organic material, or other unsuitable material, such material shall be removed, to a minimum of at least four inches or to the depth ordered by the Project Manager and replaced under the directions of the Project Manager with clean, stable backfill material. The bedding shall be consolidated and leveled in order that the pipe may be installed as specified.

**Pipe Installation:** Proper implements, tools, and facilities shall be provided for the safe and convenient performance of the work. All pipe, fittings and valves shall be lowered carefully into the trench by means of suitable tools or equipment in such a manner as to prevent damage to pipeline materials. Under no circumstances shall pipeline materials be dropped or dumped into the trench.

Foreign material shall be prevented from entering the pipe while it is being placed in the trench. During laying operation, no debris, tools, clothing or other materials shall be placed in the pipe. As each length of pipe is placed in the trench the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.

At times when pipe installation is not in progress, the open ends of the pipe shall be closed by a watertight plug or other means. When practical, the plug shall remain in place until the trench is pumped completely dry. Care shall be taken to prevent pipe flotation should the trench fill with water.

Trench width at the top of pipe, bedding conditions, and backfill placement and compaction shall be such that design loadings on the pipe will not be exceeded.

**Joint Assembly:** Pipe joints shall be assembled in accordance with the Manufacturer's instructions.

**Pipe Deflection:** When it is necessary to deflect pipe from a straight line from either a vertical or horizontal plane, or where long radius curves are permitted, the amount of deflection shall not exceed that recommended by the Manufacturer.

**Pipe Cutting:** Cutting pipe for the insertion of valves, fittings, or closure pieces shall be done in a neat, workmanlike manner, without creating damage to the pipe. Ends shall be cut square and perpendicular to the pipe axis. Burrs shall be removed from spigots and ends shall be smoothly beveled. Field cut ends shall be marked for proper depth of joint assembly.

**Thrust Restraint:** All plugs, caps, tees, and bends, unless otherwise specified shall be provided with reaction backing, or restrained joints as specified. Thrust-restraint design pressure shall be equal to 1.5 times the design pressure of the line. Vertical and horizontal reaction backing shall be made of Class I Concrete (miscellaneous).

#### N. Warranty

All work scheduled for completion under this contract shall be completed according to the requirements. Final acceptance by the City shall be after a three (3) month establishment period from the substantial completion date. Final project approval is contingent upon the Project Manager. Payment shall be made for the work completed and accepted upon initial inspection by the Project Manager.

**CITY OF NAPLES  
PURCHASING DIVISION  
CITY HALL, 735 8<sup>TH</sup> STREET SOUTH  
NAPLES, FLORIDA 34102  
PH: 239-213-7100 FX: 239-213-7105**

**ADDENDUM NUMBER 1**

NOTIFICATION DATE:	SOLICITATION TITLE:	SOLICITATION NUMBER:	BID OPENING DATE & TIME:
1/19/2022	Median Restoration on Goodlette Frank Road - US41 to 7th Ave N - Phase 2 - ITB	22-011	2/11/2022 2:00PM

**THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO, AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.**

The following clarification is issued as an addendum identifying the following change for the referenced solicitation.

Solicitation title has been changed to the following:

**Median Restoration on Goodlette Frank Road - 7th Ave N to Golden Gate Pkwy - Phase 2 - ITB**

**Please find attached Exhibit A Revised Cover Sheet that replaces the original cover sheet.**

**Exhibit A - Revised Cover Sheet**

**###**

**IMPORTANT MESSAGE**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.**

**Exhibit A - Revised Cover Sheet**



**INVITATION TO BID**  
**CITY OF NAPLES**  
**PURCHASING DIVISION**  
**CITY HALL, 735 8<sup>TH</sup> STREET SOUTH**  
**NAPLES, FL 34102**  
**PH: 239-213-7100    FX: 239-213-7105**

**COVER SHEET**

<b>NOTIFICATION DATE:</b>  1/19/2022	<b>SOLICITATION TITLE</b>  Median Restoration on Goodlette Frank Road - 7th Ave N to Golden Gate Pkwy - Phase 2 - ITB	<b>SOLICITATION NUMBER:</b>  22-011	<b>OPENING DATE &amp; TIME:</b>  2/11/2022 2:00 PM
<p align="center"><b>PRE-BID CONFERENCE DATE, TIME AND LOCATION:</b>                  A non-mandatory Pre-Bid conference will be held Tuesday, January 25, 2022 at 10:00 A.M. local time in the Purchasing Division located at 735 8th St South, Naples FL, 34102.</p>			
LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:			
MAILING ADDRESS:			
CITY-STATE-ZIP:			
PH:		EMAIL:	
FX:		WEB ADDRESS:	
AUTHORIZED SIGNATURE		DATE	PRINTED NAME/TITLE
<p>I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.</p> <p align="center">FEI/EIN Number _____ DUNS Number _____</p>			
<p align="center">Please initial by all that apply I acknowledge receipt/ review of the following addendum</p> <p>                 _____ Addendum #1      _____ Addendum #2      _____ Addendum #3      _____ Addendum #4                  _____ Addendum #5      _____ Addendum #6      _____ Addendum #7      _____ Addendum #8             </p>			

**PLEASE NOTE THE FOLLOWING**

- > This page **must be completed and returned** with your bid.
- > Bids must be **submitted in a sealed envelope, marked with solicitation number & opening date.**
- > All submissions must be received, and date stamped by Purchasing staff prior to the above **"OPENING DATE & TIME"**.
- > Submission received after the above opening date and time will not be accepted.
- > Bid tabulations will be available on the City of Naples web site <https://www.naplesgov.com/rfps>

**CITY OF NAPLES  
PURCHASING DIVISION  
CITY HALL, 735 8<sup>TH</sup> STREET SOUTH  
NAPLES, FLORIDA 34102  
PH: 239-213-7100 FX: 239-213-7105**

**ADDENDUM NUMBER 2**

<b>NOTIFICATION DATE:</b>  <b>2/7/2022</b>	<b>SOLICITATION TITLE:</b>  <b>Median Restoration on Goodlette Frank Road - 7th Ave N to Golden Gate Pkwy - Phase 2 - ITB</b>	<b>SOLICITATION NUMBER:</b>  <b>22-011</b>	<b>BID OPENING DATE &amp; TIME:</b>  <b>2/11/2022 2:00PM</b>
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**THE FOLLOWING INFORMATION IS HEREBY INCORPORATED INTO,  
AND MADE AN OFFICIAL PART OF THE ABOVE REFERENCED BID.**

**The following answers to written submitted questions:**

1. The plans show us leaving ex. various trees in the medians. In the pre-bid meeting, it was noted that all trees and palms are to be removed except (3) Oak trees. In addition, all the shrubs are to be removed except in medians near Fleischmann Blvd. Please confirm the trees and planting to remove?

**ANSWER: Only four Oak trees in median #22 are to remain; see revised demo #1.**

2. What type of mulch is to be used for this project? Specify type and preferred supplier if required.

**ANSWER: Brown mulch supplied by Forestry Resources.**

3. Sheets LD-26, LD-28, & LD-29 indicate Directional Bores as Alternates. Are we to include the cost of the bores in the irrigation pricing? What type of pipe is to be used for the bores under the roadway? HDPE SDR 11?

**ANSWER: Refer to Plan Sheet LD-23; Page 1 C. for information on directional boring.**

4. Please confirm the quantities of (HP, WA, CB, CG) on sheet LD-22 as they apparently do not match the plans?

**ANSWER: Sheet LD-22 revised to correct quantities.**

5. Signposts are to be installed in accordance with specifications on Sheet LD-43. Who is responsible for purchasing the brackets for the signposts if installed in the new paver areas? Who is responsible for purchasing signs if existing are not good quality? Who is responsible for installing the signs and bases in the concrete base (Paver Areas)?

**ANSWER: The signs are to be reinstalled by the awarded contractor who removes them. Any required brackets will be purchased by the city upon our review and approval.**

6. Is there a staging area near the project that the city can provide?

**IMPORTANT MESSAGE**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.**

**ANSWER: No, the city does not provide staging.**

7. Does the City have a reference for a staging area near the project site?

**ANSWER: No, the city does not provide staging.**

8. The paver manufacturing time may extend beyond the length of the project timeline. Will time be added to the project if the pavers can't be produced in time?

**ANSWER: Any request for time extension must be provided to the City in writing and will be approved upon review by the project manager.**

9. What are the hours that lanes can be closed? Are there days that are excluded from working on this project?

**ANSWER: Scheduling of work is outlined in Bid Specifications. Lane closures with follow Collier County permit requirements.**

10. Are Bid Bonds, Performance & Payment Bonds required for this project?

**ANSWER: Reference Bid Document page 17.**

11. Are main lines to be schedule 40 or class 200 PVC?

**ANSWER: Class 200 PVC.**

12. Are lateral lines to be schedule 40 or class 200 PVC.?

**ANSWER: Class 200 PVC.**

13. Is wiring to be installed in conduit? If so, what size?

**ANSWER: Irrigation Schedule Bid Item #12 covers conduit for valve wire.**

**Exhibit A - Revised Page LD-22**

**Exhibit B - Revised Page LD-45 -54**

**###**

**IMPORTANT MESSAGE**

**PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET.**

LANDSCAPE TABULATION OF QUANTITIES AND PLANT SCHEDULE																									
PAY ITEM NO.	SYM	BID / PAY ITEM DESCRIPTION (BOTANICAL NAME / COMMON NAME; SIZE; SPACING; DETAILS)	MAX. MAINT. SIZE	REMARKS	UNIT	MEDIAN NUMBERS												TOTAL THIS SHEET	GRAND TOTAL						
						M-14						M-15								M-16					
						SHEET NUMBERS		SHEET NUMBERS		SHEET NUMBERS		SHEET NUMBERS		SHEET NUMBERS		SHEET NUMBERS				SHEET NUMBERS					
LD-5,8 & 10	LD-10 & 11	LD-11 & 12	LD-14,16 & 18	LD-16 & 17	LD-17,18 & 19	LD-5,8 & 10	LD-10 & 11	LD-11 & 12	LD-14,16 & 18	LD-16 & 17	LD-17,18 & 19	LD-5,8 & 10	LD-10 & 11	LD-11 & 12	LD-14,16 & 18	LD-16 & 17	LD-17,18 & 19								
<b>0580 1 1 * SMALL PLANTS</b>																									
1	AB	AECHEA BLANCHETIANA /RASPBERRY/RASPBERRY BROMELIAD; 10" POT; 1.5' X 1.5'; 4" OC	2.5'		EA		20										78	98							
2	AP	AECHEA X PINTO/NGR BROMELIAD; 10" POT; 1.5' X 1.5'; 4" OC	2.5'		EA												85	105							
3	AG	ARACHIS PINTO/ GOLDEN GLORY PINTO /PERENNIAL PEANUT; #1 GAL; 6" X 1'; 1.5' OC	6"		EA	431	381	144	326	365	563							2160							
4	BSH	BOUGAINVILLEA SPECTABILIS /HELEN JOHNSON / DWARF BOUGAINVILLEA; #3 GAL; 1.5' X 1.5'; 4" OC	4'		EA													52							
5	HL	HYMENOCALLIS LATIFOLIA - SPIDER LILY; #3 GAL; 18" X 18" X 3" OC; FULL	3"		EA				106									108							
6	IC	IPORA 'PETITE' - RED TAWAN DWARF BROWIA; #1 GAL; 20" X 20" HT/SPR; 36" OC	1.5'		EA		28			29	69							128							
7	SR	STRELTZIA REGINAE /ORANGE BIRD OF PARADISE; #15 GAL; 3' X 3'; 3" OC; 3 PPP MIN; FULL	5'		EA		2	3	11									52							
8	SR2	SERENGA REPEENS - SAW PALMETTO; #15 GAL; 2' X 2'; 6" OC; FULL	6"		EA	10			10									20							
9	WR	WRIGHTIA ANTOYSENTERICA - ASIAN SNOW JASMINE; #3 GAL; 24" X 24" X 4" OC; FULL	6"		EA	44												44							
10	ZP	ZAMIA PUMILA - COONTE CYCAD; #3 GAL; 14" X 14" X 6" OC; FULL	3"		EA	38			41									79							
<b>0580 1 2 * LARGE PLANTS</b>																									
1	CB	CORDIA BOISSIERI - WHITE GEIGER; 5" CAL; 14" OA X 8" SPREAD; 42" DIA ROOT BALL	NF / 30"		EA	2			4									8							
2	CC	CAPPARIS CYMOPHALLOPHORA - JAMAICA CAPER; 9-8" OA; HT. - FG B&B	NF / 15"		EA																				
3	CS	CORDIA SEBESTENA - ORANGE GEIGER; 5" CAL; 14" OA X 8" SPREAD; 42" DIA ROOT BALL	NF / 30"		EA																				
4	CG	CAESALPINIA GRANADILLO - BRIDAL VEIL; 2.5" CAL; 12" OA X 6" SPR; 30" DIA ROOT BALL; FG B&B	NF / 30"		EA	6			6									14							
5	LM	LAGERSTROMIA X WUSKOGGEE /CRAPE MYRTLE; #30 GAL; 8-10' X 4-5'; STANDARD	NF / 25"		EA																				
6	PE	PYCHOSPHERIA ELEGANS /ALEXANDER'S OLIVE TREE PALM; FG B&B; 4" CAL; 10" CT; 28" ROOT BALL; 5 LEAFLETS; SEE PLAN	NF / 40"		EA	5												5							
7	QC	QUERCUS VIRGINIANA - CATHEDRAL LIVE OAK; F. G. B&B; 5" CAL; 2 1/2' OA; HT. - 8" SPR; FLA. #1; 2 1/2" DIA ROOT BALL	NF / 60"		EA	2			2									4							
8	SP18	SABAL PALMETTO - CABBAGE PALM; 18" CLEAR TRUNK HT.; FG; NO BURN	NF / 40"		EA	2			2									4							
9	SP14	SABAL PALMETTO - CABBAGE PALM; 14" CLEAR TRUNK HT.; FG; NO BURN	NF / 40"		EA	2			2									4							
10	SP10	SABAL PALMETTO - CABBAGE PALM; 10" BOOTED CLEAR TRUNK HT.; FG; NO BURN	NF / 40"		EA	2			2									4							
11	TC	TABESWIA CHRYSOTRINCHA /GOLDEN TRUMPET; 3.5" CAL; 14" OA X 8" SPR; 50" DIA ROOT BALL; FG B&B	NF / 40"		EA																				
12	TT	TABESWIA IMPRATIENSIS /PURPLE TRUMPET; 5.5" CAL; 14" OA X 8" SPREAD; 50" DIA ROOT BALL; FG B&B	NF / 40"		EA		2		2									4							
13	TR	TRINAVIA RADIXATA - FLORIDA TWITCH PALM; 6-8" OA; HT. - FG B&B	NF / 25"		EA				5									5							
14	VM	VEITCHIA MONTGOMERYANA /MONTGOMERY PALM; FG B&B; 6" CAL; 10" CT; 30" ROOT BALL; 5 LEAFLETS	NF / 40"		EA		4	4		3	15							28							
<b>0580 1-101 * MULCH</b>																									
1		ORGANIC GRADE "A" 2 CU. FT BAGS, 3" DEPTH PER FOOT INDEX 580-001; COLOR TO BE BLACK OR BROWN & SELECTED BY CITY			BAGS	725	405	105	825	235	830							3225							

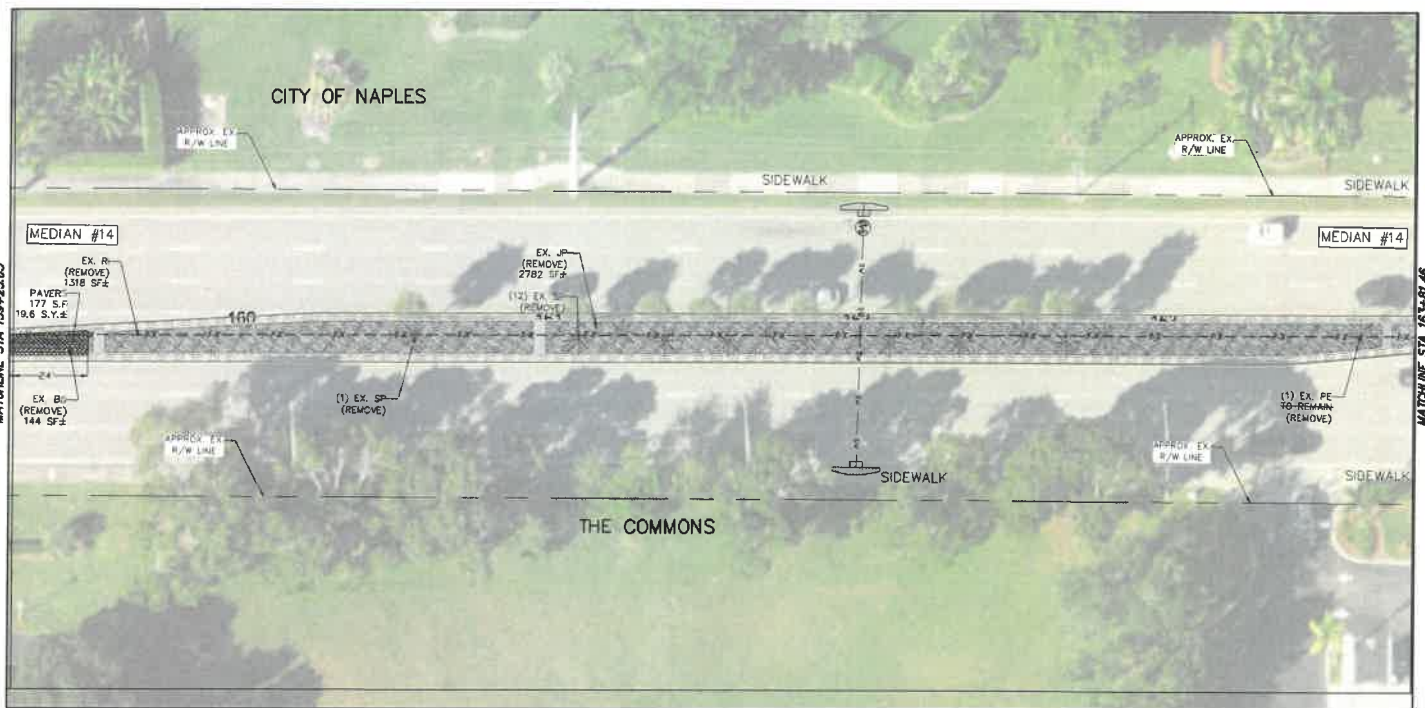
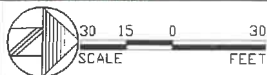
**Landscape Plants Abbreviation Key**

- B&B - Balled & Burlapped
- CAL - Caliper
- CT - Clear Trunk
- DC - Diameter Cal Trunk
- FF - Florida Fancy Grade
- FG - Field Grown
- GAL - Gallon Size
- MULTI - Multiple Stems or Trunks
- NF - Natural Form
- OA - Overall Height
- OC - On Center
- PPP - Plant Per Foot
- RESEN - Regenerated Woods
- RP - Root Pruned (Min 60 Days)
- SPR - Canopy Spread

INDICATES R2 REVISIONS

\* IDENTIFIES ITEMS NORMALLY REQUIRING SHOP DRAWINGS, PHOTOS OR PLANS. CONTRACTOR SHALL DETERMINE OTHER ITEMS THAT REQUIRE SHOP DRAWINGS FOR SUBMITTALS.

1/31/22	REVISED PLANT QUANTITIES	McGee & Associates	CITY OF NAPLES CITY COUNCIL COMMUNITY SERVICES DEPARTMENT	LANDSCAPE PLAN PLANTING PLAN TABULATION OF QUANTITIES	SHEET NO. LD-22
		Landscape Architecture DESIGN • ENVIRONMENTAL MANAGEMENT • PLANNING 2078 Remond Trail East • Naples, Florida 34113 Phone: (239) 417-0767 Fax: (239) 417-0708 Cell: (813) 417-0708	ROAD NO. COUNTY PROJECT ID	CRB51 COLLIER 20-03-03-13-2872-R12	



**SOIL PREPARATION LEGEND**

- INDICATES MEDIAN AREAS TO RECEIVE CLEARING AND GRUBBING, AND SOIL STRUCTURE IMPROVEMENTS
- INDICATES EXISTING TURF AREAS
- EXISTING CANOPY TREES
- EXISTING SHRUB BEDS
- EXISTING PALMS
- EXISTING GRASS BEDS
- EXISTING IRRIGATION BOX
- EXISTING GROUND COVER BEDS
- AREAS OF PROPOSED PAVERS & EXCAVATION FOR PAVERS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION
1/31/22	MAN	REVISED TREE REMOVAL LABELS			

**McGee & Associates**  
Landscape Architecture  
DESIGN + ENVIRONMENTAL MANAGEMENT + PLANNING  
3078 Sandhill Trail East • Naples, Florida 34113  
Phone: (238) 417-0707 Fax: (238) 417-0708  
Certificate of Authorization LC-000029

**CITY OF NAPLES CITY COUNCIL  
COMMUNITY SERVICES DEPARTMENT**

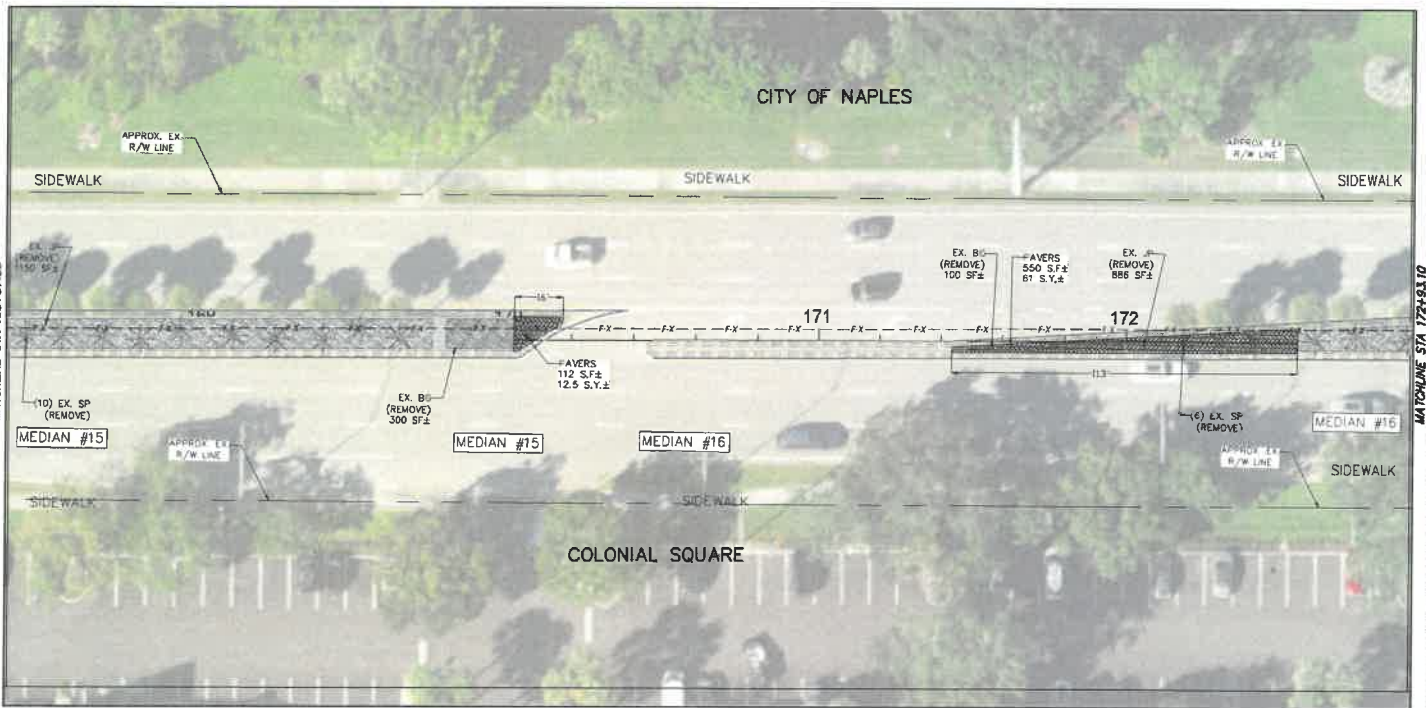
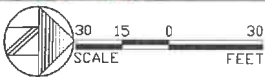
JOB NO.	COUNTY	PROJECT ID
CR851	COLLIER	30-02-08-13-30733-012

**LANDSCAPE PLAN  
SITE PREPARATION (02)**

SHEET NO.  
LD-45







**SOIL PREPARATION LEGEND**

- INDICATES MEDIAN AREAS TO RECEIVE CLEARING AND GRUBBING, AND SOIL STRUCTURE IMPROVEMENTS
- EXISTING CANOPY TREES
- EXISTING SHRUB BEDS
- INDICATES EXISTING TURF AREAS
- EXISTING PALMS
- EXISTING GROUND COVER BEDS
- AREAS OF PROPOSED PAVERS & EXCAVATION FOR PAVERS
- INDICATES MEDIAN AREAS TO RECEIVE SELECTIVE BACKFILL TO CREATE UNIFORM PROFILE
- EXISTING IRRIGATION BOX

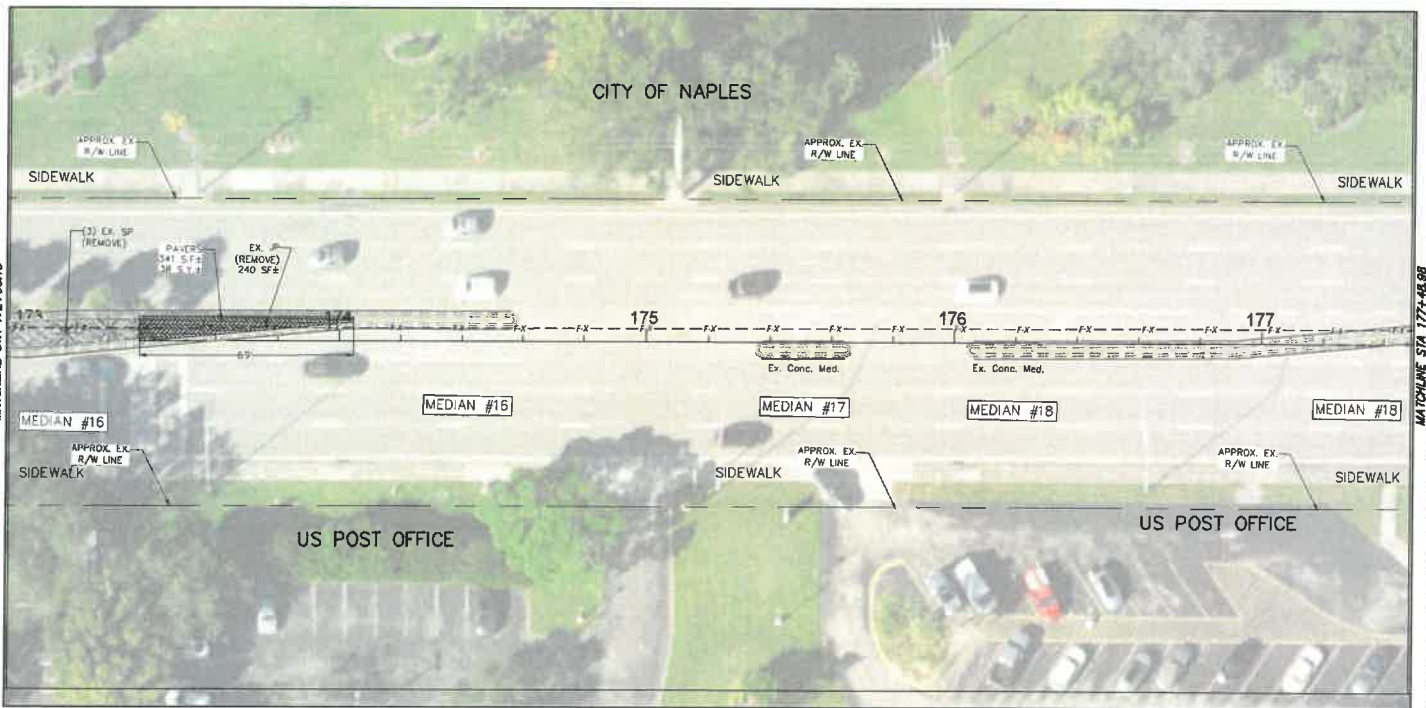
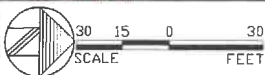
DATE	BY	REVISION
1/31/22	MAM	REVISED TREE REMOVAL LABELS

**McGee & Associates**  
 Landscape Architecture  
 DESIGN • ENVIRONMENTAL MANAGEMENT • PLANNING  
 8079 Tamiami Trail East • Naples, Florida 34113  
 Phone: (239) 417-0707 Fax: (239) 417-0708  
 Gertel@mcgee.com www.mcgee.com

**CITY OF NAPLES CITY COUNCIL  
 COMMUNITY SERVICES DEPARTMENT**  
 ROAD NO. **CR851** COLLECTOR **20-02-08-13-30783-PA2**

**LANDSCAPE PLAN  
 SITE PREPARATION (04)**

SHEET NO.  
**LD-47**



**SOIL PREPARATION LEGEND**

- INDICATES MEDIAN AREAS TO RECEIVE CLEARING AND GRUBBING, AND SOIL STRUCTURE IMPROVEMENTS
- INDICATES EXISTING TURF AREAS
- EXISTING CANOPY TREES
- EXISTING SHRUB BEDS
- EXISTING PALMS
- EXISTING GROUND COVER BEDS
- INDICATES MEDIAN AREAS TO RECEIVE SELECTIVE BACKFILL TO CREATE UNIFORM PROFILE
- EXISTING IRRIGATION BOX
- AREAS OF PROPOSED PAVERS & EXCAVATION FOR PAVERS

DATE	BY	DESCRIPTION
1/31/22	MM	REVISED TREE REMOVAL LABELS

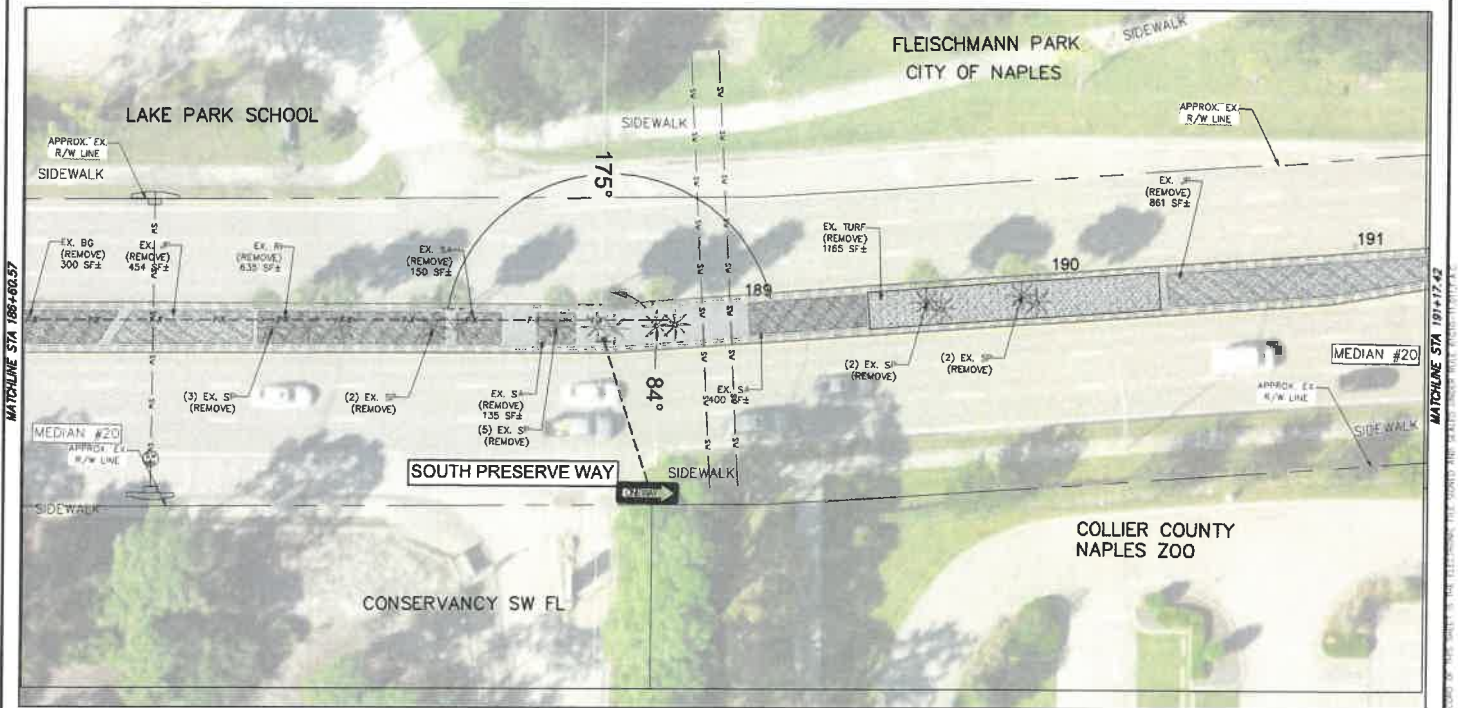
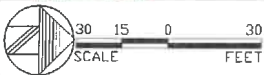
**Meljee & Associates**  
 Landscape Architecture  
 DESIGN • ENVIRONMENTAL MANAGEMENT • PLANNING  
 3679 Tamiami Trail East • Naples, Florida 34113  
 Phone: (239) 417-0707 Fax: (239) 417-0708  
 Certificate of Authorization LC-000028

**CITY OF NAPLES CITY COUNCIL  
 COMMUNITY SERVICES DEPARTMENT**

ROAD NO.	COUNTY	PROJECT ID
CR851	COLLER	30-03-09-15-0038-PAV

**LANDSCAPE PLAN  
 SITE PREPARATION (05)**

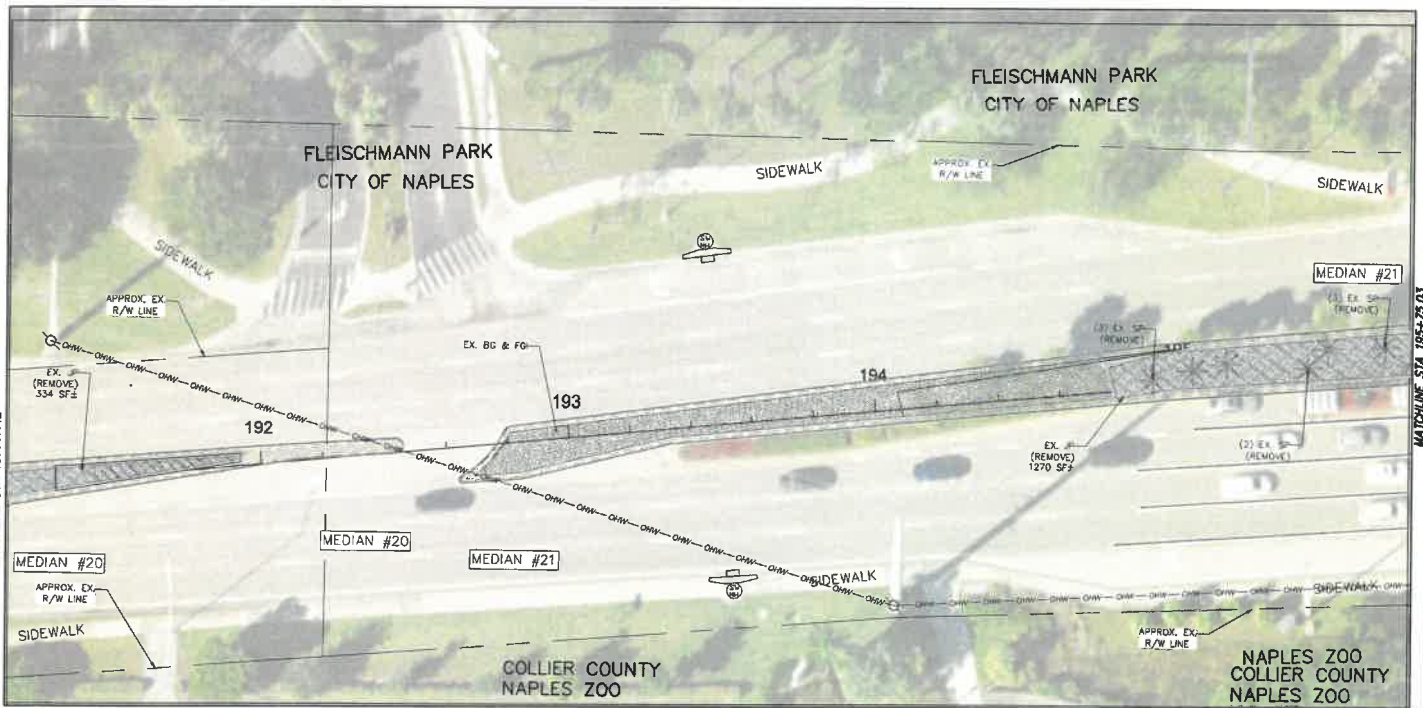
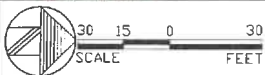
SHEET NO.  
LD-48



**SOIL PREPARATION LEGEND**

- INDICATES MEDIAN AREAS TO RECEIVE CLEARING AND GRUBBING, AND SOIL STRUCTURE IMPROVEMENTS
- EXISTING CANDY TREES
- EXISTING SHRUB BEDS
- INDICATES EXISTING TURF AREAS
- EXISTING PALMS
- EXISTING GROUND COVER BEDS
- AREAS OF PROPOSED PAVERS & EXCAVATION FOR PAVERS
- INDICATES MEDIAN AREAS TO RECEIVE SELECTING BACKFILL TO CREATE UNIFORM PROFILE
- EXISTING IRRIGATION BOX

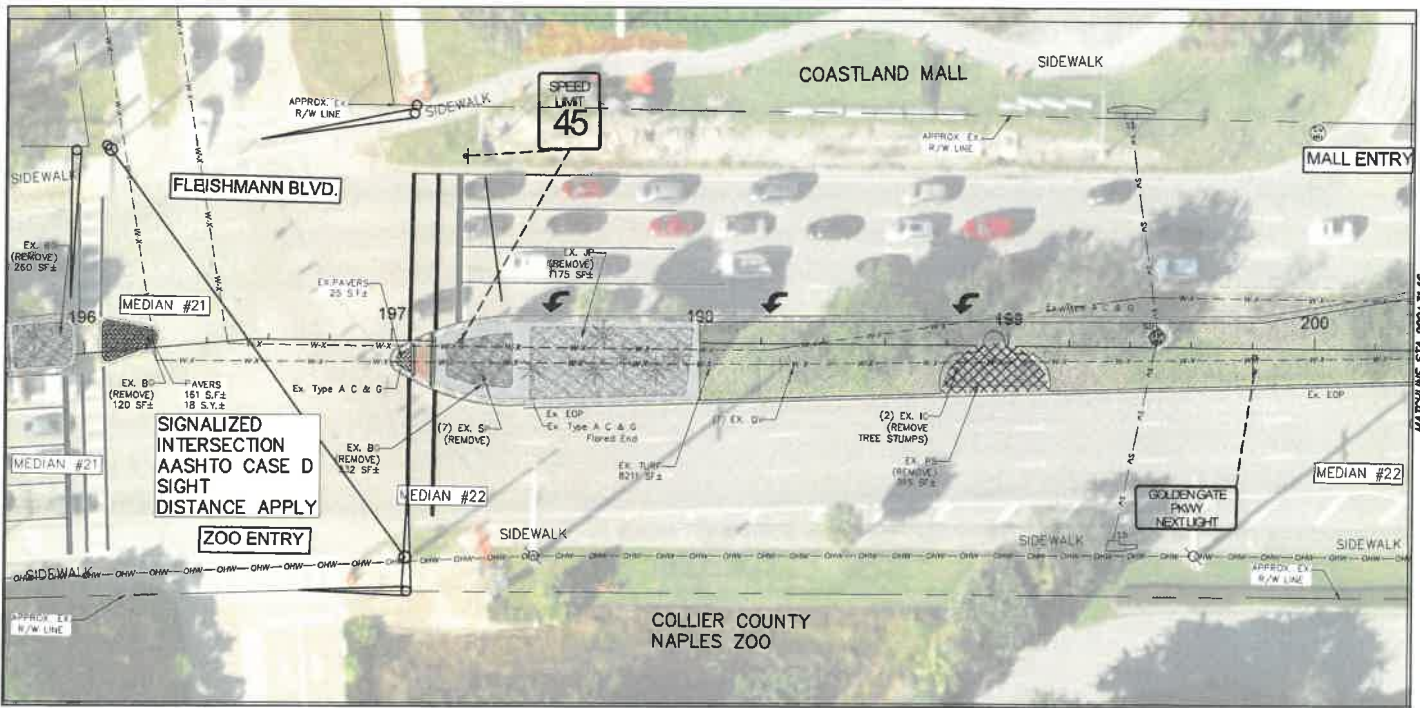
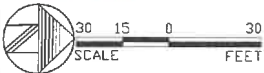
DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	<p><b>McGee &amp; Associates</b> Landscape Architecture DESIGN • ENVIRONMENTAL MANAGEMENT • PLANNING 3078 Tamiami Trail East • Naples, Florida 34113 Phone: (239) 417-0707 Fax: (239) 417-0708 Certificate of Registration: LC-2000008</p>	<p><b>CITY OF NAPLES CITY COUNCIL COMMUNITY SERVICES DEPARTMENT</b></p>	<p><b>LANDSCAPE PLAN SITE PREPARATION (08)</b></p>	SHEET NO.
1/31/22	MAM	REVISED TREE REMOVAL LABELS							ROAD NO. <b>CR851</b>



**SOIL PREPARATION LEGEND**

- INDICATES MEDIAN AREAS TO RECEIVE CLEARING AND GRUBBING, AND SOIL STRUCTURE IMPROVEMENTS
- INDICATES EXISTING TURF AREAS
- EXISTING PALMS
- EXISTING IRRIGATION BOX
- EXISTING SHRUB BEDS
- EXISTING GROUND COVER BEDS
- AREAS OF PROPOSED PAVERS & EXCAVATION FOR PAVERS

DATE	BY	DESCRIPTION	DATE	BY	DESCRIPTION	<p><i>McGee &amp; Associates</i> Landscape Architecture DESIGN • ENVIRONMENTAL MANAGEMENT • PLANNING 3078 Sandpoint Trail East • Naples, Florida 34112 Phone: (239) 437-0707 Fax: (239) 437-0708 Get It Done. or Automation. (C) 2008/08</p>	<p>CITY OF NAPLES CITY COUNCIL COMMUNITY SERVICES DEPARTMENT</p>	<p>LANDSCAPE PLAN SITE PREPARATION (09)</p>	SHEET NO.
1/31/22	MM	REVISED TREE REMOVAL LABELS					<p>ROAD NO. COUNTY PROJECT BY</p> <p>CR851 COLLIER 30-02-08-13-0033-PA2</p>	LD-52	



**SOIL PREPARATION LEGEND**

- INDICATES MEDIAN AREAS TO RECEIVE CLEARING AND GRUBBING, AND SOIL STRUCTURE IMPROVEMENTS
- INDICATES MEDIAN AREAS TO RECEIVE SELECTIVE BACKFILL TO CREATE UNIFORM PROFILE

- EXISTING CANOPY TREES
- EXISTING PALMS
- EXISTING IRRIGATION BOX

- EXISTING SHRUB BEDS
- EXISTING GROUND COVER BEDS

- INDICATES EXISTING TURF AREAS
- AREAS OF PROPOSED PAVERS & EXCAVATION FOR PAVERS

**SOIL ENHANCEMENT & PLANTING LEGEND**

- INDICATES PLANTING BEDS TO BE RESHAPED WITH NEW SOD EDGES. AREAS TO HAVE EXISTING PLANTS REMOVED, SOIL ENHANCED & GRADED FOR NEW PLANTINGS.

REV	BY	DESCRIPTION	DATE	BY	DESCRIPTION
1/31/22	MAM	REVISED TREE REMOVAL LABELS			

**McGee & Associates**  
 Landscape Architecture  
 DESIGN • ENVIRONMENTAL MANAGEMENT • PLANNING  
 5078 Tamiami Trail East • Naples, Florida 34112  
 Phone: (239) 417-0707 Fax: (239) 417-0708  
 Certificate of Accreditation: LC-0005098

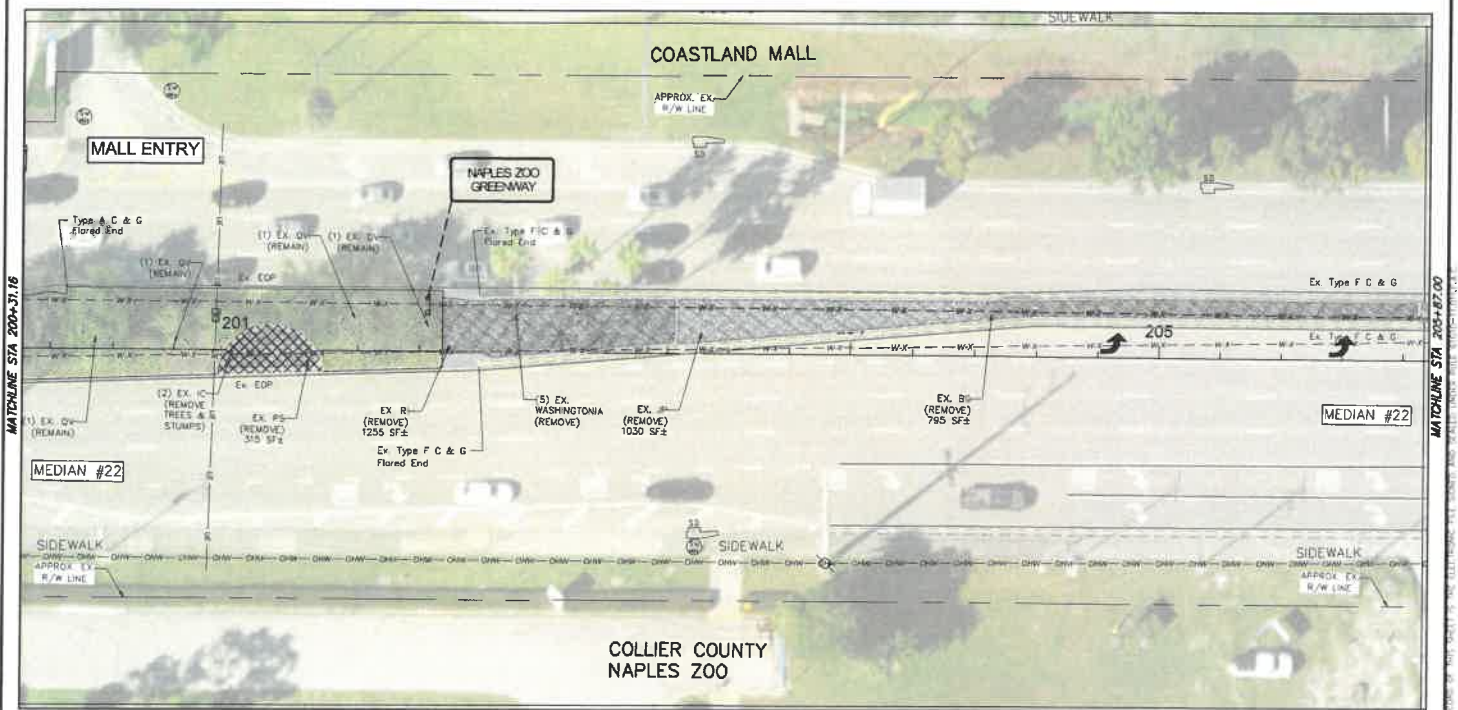
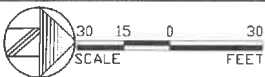
**CITY OF NAPLES CITY COUNCIL  
 COMMUNITY SERVICES DEPARTMENT**

ROAD NO.	COUNTY	PROJECT ID
CR851	COLLIER	20-03-03-13-03733-P12

**LANDSCAPE PLAN  
 SITE PREPARATION (10)**

SHEET NO.  
 LD-63

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**SOIL PREPARATION LEGEND**

- INDICATES MEDIAN AREAS TO RECEIVE CLEARING AND GRUBBING, AND SOIL STRUCTURE IMPROVEMENTS.
- INDICATES MEDIAN AREAS TO RECEIVE SELECTIVE SHOULDER TO CREATE UNIFORM PROFILE.

- EXISTING CANOPY TREES
- EXISTING PALMS
- EXISTING IRRIGATION BOX

- EXISTING SHRUB BEDS
- EXISTING GROUND COVER BEDS

- INDICATES EXISTING TURF AREAS
- AREAS OF PROPOSED PAVERS & EXCAVATION FOR PAVERS

**SOIL ENHANCEMENT & PLANTING LEGEND**

- INDICATES PLANTING BEDS TO BE RESHAPED WITH NEW SOD EDGES. AREAS TO HAVE EXISTING PLANTS REMOVED, SOIL ENHANCED & GRADED FOR NEW PLANTING.

DATE	BY	DESCRIPTION	REV.	BY	REVISIONS
1/31/22	MAN	REVISED TREE REMOVAL LABELS			

**McGee & Associates**  
 Landscape Architecture  
 DESIGN • ENVIRONMENTAL MANAGEMENT • PLANNING  
 5076 Tamiami Trail East • Naples, Florida 34113  
 Phone: (239) 417-0107 Fax: (239) 417-0108  
 SanibelCapeGulf.com

CITY OF NAPLES CITY COUNCIL COMMUNITY SERVICES DEPARTMENT	
ROAD NO.	PROJECT ID
CR851	COLLIER 20-08-08-13-39731-PA2

**LANDSCAPE PLAN  
 SITE PREPARATION (11)**

SHEET NO.
LD-54

**SCHEDULE OF VALUES**  
**ITB 22-011**  
**Median Restoration on Goodlette Frank Road - US41 to 7th Ave N - Phase 2 - ITB**

LINE #	BID / PAY ITEM	BID / ITEM NAME	ITEM DESCRIPTION	UNIT	QTY	UNIT PRICE	TOTAL PRICE
<b>MEDIAN SITE PREPARATION &amp; IMPROVEMENTS</b>							
1	FDOT 110-1-1	CLEARING AND GRUBBING	VEGETATION REMOVAL; TREES, PALMS, SHRUBS, GROUND COVER, TURF & MULCH (25,010 SF +/-)	AC	0.6	\$38,500.00	\$ 23,100.00
2	FDOT 104-1B	INLET PROTECTION SYSTEM	PER APPLICABLE FDOT STANDARD SPECIFICATIONS FOR ROAD & BRIDGE CONSTRUCTION SECTION 104 & DESIGN STANDARD INDEX 104	LS	1	\$1,490.00	\$ 1,490.00
3	LSR-1 SOIL ENHANCEMENT; REMOVE (ALTERNATE)	EXISTING MEDIAN SOIL, SPECIAL DEPTH	1" TO 24" DEPTH	CY	1571	\$7.80	\$ 12,253.80
4	LSR-2 SOIL ENHANCEMENT; ADD (FDDT 162-1-3) (ALTERNATE)	MEDIAN BACKFILL SOIL, FINISHED SOIL LAYER, BLANKET SOIL LAYER, SPECIAL DEPTH	2" TO 18" DEPTH	CY	984	\$39.50	\$ 38,868.00
5	SSI-1 SOIL STRUCTURE IMPROVEMENTS; SCARIFY (ALTERNATE)	RIP AND LOOSEN EXISTING SOIL	6" TO 8" DEPTH, BOTTOM OF PROPOSED SOIL BACKFILL AREAS	SY	3110	\$1.40	\$ 2,371.00
6	FDDT 526-1-2	ARCHITECTURAL PAVERS (SIDEWALK)	BASE TO BE 6" CONCRETE	SY	282.6	\$93.50	\$ 26,423.10
7	FDDT 120-1	REGULAR SOIL EXCAVATION (PAVERS)	EXCAVATION FOR PROPOSED ARCHITECTURAL PAVERS & CONCRETE BASE (10" TO 18" +/- DEPTH)	CY	199	\$10.50	\$ 2,089.50
8	FDDT 350-3-1	PLAIN CEMENT CONCRETE PAVEMENT, 6" DEPTH	TO INCLUDE 10" X 8" EDGE RESTRAINT BEAM ALONG PAVEMENT EDGES WITH NO CURBING; EXPANSION JOINTS ALONG CURBING OR AT ENDS OF EDGE RESTRAINT BEAMS	SY	282.6	\$71.18	\$ 20,112.40
						<b>MEDIAN BASE BID SUBTOTAL</b>	<b>\$ 128,217.80</b>
<b>MEDIAN LANDSCAPE</b>							
<b>PLANT MATERIALS</b>							
9	FDDT 580-1-1	SMALL PLANTS	INSERT 580-1-1 SUBTOTAL FROM LANDSCAPE TABULATION OF QUANTITY & PLANT SCHEDULE	EA	1	\$33,989.00	\$ 33,989.00
10	FDDT 580-1-2	LARGE PLANTS	INSERT 580-1-2 SUBTOTAL FROM LANDSCAPE TABULATION OF QUANTITY & PLANT SCHEDULE	EA	1	\$69,749.00	\$ 69,749.00
11	FDDT 580-1-101	MULCH	INSERT 580-1-101 SUBTOTAL FROM LANDSCAPE TABULATION OF QUANTITY & PLANT SCHEDULE	EA	1	\$20,452.12	\$ 20,452.12
12	FDDT 570-1-2	PERFORMANCE TURF	ST. AUGUSTINE 'FLORATAM' TURF SOD	SY	90	\$76.50	\$ 6,885.00
						<b>MEDIAN BASE BID SUBTOTAL</b>	<b>\$ 124,716.62</b>
<b>MEDIAN IRRIGATION</b>							
12	IRRIGATION MAPPING	EXISTING IRRIGATION SYSTEMS MAPPING	LOCATE ALL EXISTING IRRIGATION SYSTEMS COMPONENTS: LOCATE WATER SOURCES, MAIN LINES, VALVE BOXES, VALVE WIRING, CONTROLLERS, SPRINKLER HEADS, SLEEVEING FOR MAIN LINE AND/OR LATERAL PIPING ROADWAY OR MEDIAN CROSSINGS AND OTHER ESSENTIAL SYSTEM COMPONENTS. TO INCLUDE REMOVAL OF EXISTING VALVE ASSEMBLIES AND CAPPING OF SERVICE TEE AND/OR MAIN LINES.	LS	1	\$1,721.00	\$ 1,721.00
13	FDDT 590-70 (ALTERNATE)	IRRIGATION SYSTEM	INSERT 590-70 PROJECT IRRIGATION SUBTOTAL FROM TABULATION OF QUANTITY IRRIGATION MATERIALS SCHEDULE	EA	1	\$63,592.00	\$ 63,592.00
						<b>MEDIAN BASE BID SUBTOTAL</b>	<b>\$ 66,212.00</b>
14	FDDT 102-1	MAINTENANCE OF TRAFFIC (5% Project Cost Maximum)	TO INCLUDE MOT THROUGHOUT PROJECT WORK ZONES	LS	1	\$4,400.00	\$ 4,400.00
<b>NOTES: (ALTERNATE) - INDICATES BID / PAY ITEMS OR COMPONENTS OF THE PAY ITEMS THAT MAYBE ADJUSTED AND/OR DELETED FROM THE PROJECT</b>							
15	BONDS	BONDING		LS	1	\$4,800.00	\$ 5,200.00
						<b>MEDIAN BASE BID SUBTOTAL</b>	<b>\$ 14,600.00</b>
						<b>MEDIAN BASE BID TOTAL</b>	<b>\$ 333,746.42</b>
						<b>TOTAL PROJECT COST</b>	<b>\$ 333,746.42</b>



This solicitation has potential for P-Card Payment. Does your company accept credit card payment?  
 YES \_\_\_ NO X

If "yes" please indicate payment options on the below chart.

Payment Options	YES	NO	PERCENT AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?		X	
Is there an additional charge for credit card payment?		X N/A	
Discount for early payment?		X	
Prompt payment terms: % Days; Net 30 Days		X	

Company Name: Hannula Landscaping And Irrigation, Inc

EIN: 65-0375795

Email: dhannula@hannulalandscaping.com

Name and Title of individual completing this schedule:

Dale F. Hannula President  
 (Printed Name) (Title)

X [Signature] February 11th 2022  
 (Signature) (Date)



**CITY OF NAPLES**  
Purchasing Division

Opening Date 2/11/2020 - FOR INFORMATION PURPOSE ONLY

Bid Tabulation - ITB 22-011 Median Restoration on Goodlette Frank Road - US41 to 7th Ave N - Phase 2 - ITB

#	BID / PAY ITEM	BID / ITEM NAME	ITEM DESCRIPTION	Unit	Qty	Hannula Landscaping and Irrigation Inc.		Adjusted		
						Unit Price	Total Price	Qty	Unit Price	Total Price
<b>MEDIAN SITE PREPARATION &amp; IMPROVEMENTS</b>										
1	FDOT 110-1-1	Clearing & Grubbing	Vegetation Removal; Trees, Palms, Shrubs, Ground Cover, Turf & Mulch (25,010 SF +/-)	AC	0.6	\$38,500.00	\$23,100.00	0.6	\$38,500.00	\$23,100.00
2	FDOT 104-18	Inlet Protection System	Per Applicable FDOT Standard Specifications for Road & Bridge Construction Section 104 & Design Standard Index 104	LS	1	\$1,490.00	\$1,490.00	1	\$1,490.00	\$1,490.00
3	LSR-1 Soil Enhancement; Remove (Alternate)	Existing Median soil, special depth	4" TO 24" Depth	CY	1571	\$7.80	\$12,253.80	1571	\$7.80	\$12,253.80
4	LSR-2 Soil Enhancement; Add (FDOT 162-1-33) (Alternate)	Median Backfill Soil, Finished Soil Layer, Blanket Soil Layer, Special Depth	2" TO 18" Depth	CY	984	\$39.50	\$38,868.00	984	\$39.50	\$38,868.00
5	SSI-1 Soil Structure Improvement; Scarify (Alternate)	RIP & Loosen Existing Soil	6" TO 8" Depth; Bottom of Proposed Soil Backfill Areas	SY	2110	\$1.10	\$2,321.00	2110	\$1.10	\$2,321.00
6	FDOT 526-1-2	Architectural Pavers (Sidewalk)	Base To Be 6" Concrete	SY	283	\$93.50	\$26,423.10	28	\$93.50	\$2,618.00
7	FDOT 120-1	Regular Soil Excavation (Pavers)	Excavation for Proposed Architectural Pavers & Concrete Base (10" TO 18" +/- Depth )	CY	139	\$20.50	\$2,849.50	14	\$20.50	\$287.00
8	FDOT 350-3-1	Plain Cement Concrete Pavement, 6" Depth	To Include 10" X 8" Edge Restraint Beam along Paver Edges w/no Curbing; Expansion Joints along curbing or at ends of edge restraining beams	SY	283	\$74.00	\$20,912.40	28	\$74.00	\$2,072.00
<b>MEDIAN SITE PREPARATION &amp; IMPROVEMENTS BID SUBTOTAL</b>						<b>\$128,217.80</b>			<b>\$83,009.80</b>	
<b>MEDIAN LANDSCAPE: PLANT MATERIALS</b>										
9	FDOT 580-1-1	Small Plants	Insert 580-1-1 Subtotal from Landscape Tabulation of Quantity & Plant Schedule	EA	1	\$33,989.00	\$33,989.00	1	\$33,989.00	\$33,989.00
10	FDOT 580-1-2	Large Plants	Insert 580-1-2 Subtotal from Landscape Tabulation of Quantity & Plant Schedule	EA	1	\$69,749.00	\$69,749.00	1	\$69,749.00	\$69,749.00
11	FDOT 580-1-101	Mulch	Inert 580-1-101 Subtotal from Landscape Tabulation of Quantity & Plant Schedule	EA	1	\$20,452.12	\$20,452.12	1	\$20,452.12	\$20,452.12
12	FDOT 570-1-2	Performance Turf	ST. Augustine 'Floritam' Turf Sod	SY	90	\$5.85	\$526.50	0	\$5.85	\$0.00
<b>MEDIAN LANDSCAPE BID SUBTOTAL</b>						<b>\$124,716.62</b>			<b>\$124,190.12</b>	
<b>MEDIAN IRRIGATION</b>										
13	Irrigation Mapping	<b>Existing Irrigation Systems Mapping</b> Locate all existing irrigation systems components: Locate water sources, main lines, valve boxes, valve wiring, controllers, sprinkler heads, sleeving for main line and/or lateral piping roadway or median crossings & other essential system components. To include removal of existing valve assemblies & capping of service tee and/or main lines.		LS	1		\$2,620.00	1		\$2,620.00
14	FDOT 590-70 (Alternate)	<b>Irrigation Systems</b> Insert 590-70 Project Irrigation Subtotal from Tabulation of Quantity Irrigation Materials schedule		EA	1		\$63,592.00	1		\$63,592.00
<b>MEDIAN IRRIGATION BID SUBTOTAL</b>						<b>\$66,212.00</b>			<b>\$66,212.00</b>	
15	FDOT 102-1	Maintenance of Traffic (5% Project Cost Maximum)	To Include MOT throughout Project Work Zones	LS	1		\$9,400.00	1		\$9,400.00
<b>NOTES: (Alternate) - Indicates Bid / Pay Items or Components of the pay items that maybe</b>										
16	BONDS	BONDING		LS	1		\$5,200.00	1		\$5,200.00
<b>MEDIAN BASE BID SUBTOTAL #14 &amp; #15</b>						<b>\$14,600.00</b>			<b>\$14,600.00</b>	
<b>MEDIAN BASE BID TOTAL.</b>						<b>\$333,746.42</b>			<b>\$288,011.92</b>	

## 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 pursuant to ISO Form CG001, 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 all policies except workers' compensation and professional liability 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.

**Note: Certificates of Insurance reflecting evidence of the required insurance shall be submitted with the response to the solicitation.**



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 2/8/2022
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THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Brown & Brown of FL, Inc. - Fort Myers 6611 Orion Drive Fort Myers FL 33912	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): 239-278-0278 <b>FAX (A/C, No):</b> 239-278-5306 E-MAIL ADDRESS:  <table style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: center; border-bottom: 1px solid black;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: center; border-bottom: 1px solid black;">NAIC#</th> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER A : Southern-Owners Insurance Company</td> <td style="border-bottom: 1px solid black;">10190</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER B : Auto-Owners Insurance Company</td> <td style="border-bottom: 1px solid black;">18988</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER C : Federal Insurance Company</td> <td style="border-bottom: 1px solid black;">20281</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER D : FFVA Mutual Insurance Co.</td> <td style="border-bottom: 1px solid black;">10385</td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER E :</td> <td></td> </tr> <tr> <td style="border-bottom: 1px solid black;">INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC#	INSURER A : Southern-Owners Insurance Company	10190	INSURER B : Auto-Owners Insurance Company	18988	INSURER C : Federal Insurance Company	20281	INSURER D : FFVA Mutual Insurance Co.	10385	INSURER E :		INSURER F :	
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<b>INSURED</b> 16667 Hannula Landscaping & Irrigation Inc. 17051 Jean Street Unit 7 Fort Myers FL 33967															

**COVERAGES**      **CERTIFICATE NUMBER:** 630287194      **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADOL SUBR INSP. WVD	POLICY NUMBER	POLICY EFF MM/DD/YYYY	POLICY EXP MM/DD/YYYY	LIMITS								
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		20317772	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$								
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS ONLY <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/>		5156153400	1/1/2022	1/1/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$								
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		5156153401	1/1/2022	1/1/2023	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$								
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N    N/A	WC840-0035419-2021A	1/1/2022	1/1/2023	<table style="width: 100%;"> <tr> <td style="width: 50%;">PER STATUTE</td> <td style="width: 50%;">OTH-ER</td> </tr> <tr> <td>E.L. EACH ACCIDENT</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - EA EMPLOYEE</td> <td>\$ 1,000,000</td> </tr> <tr> <td>E.L. DISEASE - POLICY LIMIT</td> <td>\$ 1,000,000</td> </tr> </table>	PER STATUTE	OTH-ER	E.L. EACH ACCIDENT	\$ 1,000,000	E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000	E.L. DISEASE - POLICY LIMIT	\$ 1,000,000
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E.L. DISEASE - EA EMPLOYEE	\$ 1,000,000													
E.L. DISEASE - POLICY LIMIT	\$ 1,000,000													
C	Leased & Rented Equipment		45469032EUC	1/1/2022	1/1/2023	Lease/ Rented 500,000								

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
 Dale Hannula is included for workers compensation coverage.  
 Bid# 22-011 Median Restoration on Goodlette Frank Road 7th Ave. N. to Golden Gate Parkway Phase 2  
 Certificate holder is additional insured in regards to the general liability. Coverage is primary and non-contributory.

**CERTIFICATE HOLDER**

**CANCELLATION**

The City of Naples 735 Eighth Street South Naples FL 34102	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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Exhibit - D : Immigration Law Affidavit Certification

This Affidavit is required and should be signed by an authorized principal of the firm, notarized and submitted with formal Invitations to Bid (ITB's) and Request for Proposals (RFP) submittals. Further, Vendors / Bidders are required to enroll in the E-Verify program, and provide acceptable evidence of their enrollment, at the time of the submission of the vendor's/bidder's proposal. Acceptable evidence consists of a copy of the properly completed E-Verify Company Profile page or a copy of the fully executed E-Verify Memorandum of Understanding for the company. Failure to sign this Affidavit and acceptable evidence of enrollment in the E-Verify program, may deem the (Vendor / Bidder) being a Contractor, Firm, Consultant, etc., and the Issued Task Order Amendment as non-acceptable to the CITY.

City of Naples will not intentionally award CITY contracts to any vendor who knowingly employs unauthorized alien workers, constituting a violation of the employment provision contained in 8 U.S.C. Section 1324 a(e) Section 274A(e) of the Immigration and Nationality Act ("INA").

City of Naples may consider the employment by any vendor of unauthorized aliens a violation of Section 274A (e) of the INA. Such Violation by the recipient of the Employment Provisions contained in Section 274A (e) of the INA shall be grounds for unilateral termination of the contract by City of Naples.

Vendor attests that they are fully compliant with all applicable immigration laws (specifically to the 1986 Immigration Act and subsequent Amendment(s)) and agrees to comply with the provisions of the Memorandum of Understanding with E-Verify and to provide proof of enrollment in The Employment Eligibility Verification System (E-Verify), operated by the Department of Homeland Security in partnership with the Social Security Administration at the time of submission of the Vendor's / Bidder's proposal.

Company Name Hannula Landscaping and Irrigation Inc  
Print Name Dale F. Hannula Title President  
Signature [Handwritten Signature] Date March 15, 2022  
State of Florida  
County of Lee

The foregoing instrument was signed and acknowledged before me this 15th day of March, 2022, by Dale F. Hannula who has produced Personally Known as identification.  
(Print or Type Name) (Type of Identification and Number)


[Handwritten Signature]  
Notary Public Signature

Printed Name of Notary Public



Notary Commission Number/Expiration

The signee of these Affidavit guarantees, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made.

 An official website of the United States government  
[Here's how you know](#)



Menu 

My Company Account

# My Company Profile

## Company Information

### Company Name

Hannula Landscaping and Irrigation, Inc.

### Doing Business As (DBA)

---

### Company ID

262825

### Enrollment Date

10/09/2009

### Employer ID Number

650375795

### DUNS Number

002272420

### Total Number of Employees

20 to 99

### NAICS Code

238

**Sector**

Construction

**Subsector**

Specialty Trade Contractors

[Edit Company Information](#)

## Employer Category

**Employer Category**

None of these categories apply

[Edit Employer Category](#)

## Company Locations

**Physical Address**

17051 Jean Street Unit 7  
Fort Myers, FL 33967

**Mailing Address**

Same as Physical Address

[Edit Company Locations](#)

## Hiring Sites

We have implemented a new policy and require more information for existing and future hiring sites.

## Number of Sites

1

[Edit Hiring Sites](#)

# Company Access and MOU

## My Company is Configured to:

Verify Its Own Employees

## Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#)

[U.S. Citizenship and Immigration Services](#)

[Accessibility](#)

[Plug-ins](#)

