



Advertise Date: Friday, December 09, 2016

**Lee County Board of County Commissioners
DIVISION OF PROCUREMENT MANAGEMENT**

INVITATION TO BID (B)

Solicitation No.: **B170049KLC**Solicitation
Name:

**Landscape Improvements for Rosa Parks for Lee Tran and for
Delprado Blvd from Hancock Bridge Pkwy to Pine Island Rd for
DOT**

Open

Date/Time:

1/31/2017**Time: 2:30 PM**

Location:

**Lee County Procurement Management
1500 Monroe Street 4th Floor
Fort Myers, FL 33901**

Procurement

Contact:

Kathy Ciccarelli, CPPB**Title Procurement Analyst**

Phone:

(239) 533-8881

Email:

KCiccarelli@leegov.com

Requesting

Dept.

Transportation & Lee Tran**Pre-Bid Conference:**Type: **NON-Mandatory**Date/Time: **1/10/2017 10:00 AM**Location: **City/County Annex: 1825 Hendry Street, 2nd Floor, Fort Myers, FL 33901**

All solicitation documents are available for download at
www.leegov.com/procurement



Advertisement Date: **12/9/2016**

Notice to Bidder

Invitation to Bid #B170049KLC Landscape Improvements for Rosa Parks for Lee Tran and for Delprado Blvd from Hancock Bridge Pkwy to Pine Island Rd for DOT

Invitation to Bid (B)

Lee County, Fort Myers, Florida, is requesting bids from qualified individuals/firms for

Landscape Improvements for Rosa Parks for Lee Tran and for Delprado Blvd. from Hancock Bridge Pkwy to Pine Island Rd. for DOT

Then and there to be publicly opened and read aloud for the purpose of selecting a vendor to furnish all necessary labor, services, materials, equipment, tools, consumables, transportation, skills and incidentals required for Lee County, Fort Myers, Florida, in conformance with solicitation documents, which include technical specifications and/or a scope of work.

Those individuals/firms interested in being considered for this solicitation are instructed to submit, in accordance with specifications, their Bids, pertinent to this project prior to

2:30 PM Tuesday, January 31, 2017

to the office of the **Procurement Management Director, 1500 Monroe Street, 4th Floor, Fort Myers, Florida 33901**. The Invitation to Bid shall be received in a sealed envelope, prior to the time scheduled to receive Bid(s), and shall be clearly marked with the solicitation name, solicitation number, bidder name, and contact information as identified in these solicitation documents.

The Scope of Work/Specifications for this solicitation is available from www.leegov.com/procurement. Bidders who obtain Scope of Work/Specifications from sources other than www.leegov.com/procurement are cautioned that the solicitation package may be incomplete. The County's official bidders list, addendum(s) and information must be obtained from www.leegov.com/procurement. It is the bidder's responsibility to check for posted information. The County may not accept incomplete Bids.

A Non-Mandatory Pre-Bid Conference has been scheduled for the following time and location:

10:00 AM January 10, 2017 City/County Annex: 1825 Hendry Street, 2nd Floor, Fort Myers, FL 33901 for the purpose of discussing the proposed project. Prospective bidders are encouraged to attend. All prospective bidders are encouraged to obtain and review plans, specifications, and scope of work for this bid before the pre-bid conference so that they may be prepared to discuss any question or concerns they have regarding this project. A site visit may follow the pre-bid conference. Questions regarding this solicitation are to be directed, in writing, to the individual listed below using the email address listed below or faxed to (239) 485 - 8383 during normal working hours.

Kathy Ciccarelli kciccarelli@leegov.com

Sincerely,

Mary G. Tucker, CPPO, FCCM, FCCN
Procurement Management Director

*WWW.leegov.Com/Procurement is the County's official posting site

Terms and Conditions

INVITATION TO BID (B)

1. DEFINITIONS

- 1.1. **Addendum/Addenda:** A written change, addition, alteration, correction or revision to a bid, proposal or contract Agreement/Contract. Addendum/Addenda may be issued following a pre-bid/pre-proposal conference or as a result of a specification or work scope change to the solicitation.
- 1.2. **Approved Alternate:** Solicitation documents may make reference of specific manufacturer(s) or product(s). These references serve only as a recommendation and a guide to minimum quality and performance. The references are not intended to exclude approved alternatives of other manufacturer(s) or product(s).
- 1.3. **Bid/Proposal Package:** A bid/proposal is a document submitted by a vendor in response to some type of solicitation to be used as a basis for negotiations or for entering into a contract.
- 1.4. **Bidder/Responder/Proposer:** One who submits a response to a solicitation.
- 1.5. **County:** Refers to Lee County Board of County Commissioners.
- 1.6. **Due Date and Time/Opening:** Is defined as the date and time upon which a bid or proposal shall be submitted to the Lee County Procurement Management Division. Only bids or proposals received prior to the established date and time will be considered.
- 1.7. **Liquidated Damages:** Damages paid usually in the form of monetary payment, agreed by the parties to a contract which are due and payable as damages by the party who breaches all or part of the contract. May be applied on a daily basis for as long as the breach is in effect.
- 1.8. **Procurement Management:** shall mean the Director of Lee County's Procurement Management Department or designee.
- 1.9. **Responsible:** A vendor, business entity or individual who is fully capable to meet all of the requirements of the bid/proposal solicitation documents and subsequent contract. Must possess the full capability including financial and technical, to perform as contractually required. Must be able to fully document the ability to provide good faith performance.
- 1.10. **Responsive:** A vendor, business entity or individual who has submitted a bid or request for proposal that fully conforms in all material respects to the bid/proposal solicitation documents and all of its requirements, including all form and substance.
- 1.11. **Solicitation:** An invitation to bid, a request for proposal, invitation to negotiate or any document used to obtain bids or proposals for the purpose of entering into a contract.

2. ORDER OF PRECEDENCE

- 2.1. In resolving conflicts, errors, and discrepancies, the order of precedence of the bid document is as follows
 - 2.1.1. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, "Public Business", Chapter 287 "Procurement of Personal Property and Services."
 - 2.1.2. Lee County Procurement Management Manual and Ordinances
 - 2.1.3. Change Order
 - 2.1.4. Agreement
 - 2.1.5. Addenda
 - 2.1.6. Special Conditions
 - 2.1.7. Detailed Scope of Work/Specifications
 - 2.1.8. Supplemental Information, if any
 - 2.1.9. Terms and Conditions

3. RULES, REGULATIONS, LAWS, ORDINANCES AND LICENSES

- 3.1. It shall be the responsibility of the bidder to assure compliance with all other federal, state, or county codes, rules, regulations or other requirements, as each may apply. Any involvement with the Lee County shall be in accordance with but not limited to:
 - 3.1.1. Lee County Procurement Management Manual
 - 3.1.2. Pursuant to FL § Section 119.071, Public Records, General exemptions from inspection or copying of public records. Sealed bids, proposals or replies received by the agency pursuant to a solicitation are

exempt from public records request (s. 119.07(1) and s. 24(a), Art. I, of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals or final replies, whichever is earlier.

- 3.1.3. FL § 215 regarding scrutinized companies and business operations.
- 3.1.4. FL § 218 Public Bid Disclosure Act.
- 3.1.5. Florida State Law as applied to Municipal Purchasing in accordance with Title XIX, “Public Business”, Chapter 287 “Procurement of Personal Property and Services.”
- 3.1.6. FL § 337.168 Confidentiality of official estimates, identities of potential bidders, and bid analysis and monitoring system.
- 3.1.7. FL § Section 607.1501(1) states: A foreign corporation may not transact business in the State of Florida until it obtains a certificate of authority from the Department of State.
- 3.2. **Local Business Tax Account:** As applicable, anyone providing merchandise or services to the public within the jurisdiction of Lee County must obtain a Lee County business tax account to operate unless specifically exempted.
- 3.3. **License(s):** Bidder should provide, at the time of the opening of the bid, licenses required for this product and/or service.

4. BID – PREPARATION OF SUBMITTAL

- 4.1. **Sealed Bid:** Submission must be in a sealed envelope/box, and the outside of the submission must be marked with the following information (Sealed Bid Label Form is attached for your use):
 - 4.1.1. Marked with the words “Sealed Bid”
 - 4.1.2. Bid Number
 - 4.1.3. Bid Title
 - 4.1.4. Bid Due Date
 - 4.1.5. Name of the firm submitting the bid
 - 4.1.6. Contact e-mail and telephone number
- 4.2. **Bid submission shall include:**
 - 4.2.1. Provide two (2) hard copies. Mark each: one “Original”, one “Copy”
 - 4.2.2. Provide one (1) electronic CD ROM or flash drive set of the entire submission documents.
 - 4.2.3. Electronic submission document is to be one single Adobe PDF file in the same order as the original hard copy.
 - 4.2.4. Limit the color and number of images to avoid unmanageable file sizes.
 - 4.2.5. Use rewritable CD ROM and do not lock files.
- 4.3. **Submission Format:**
 - 4.3.1. Required Forms: complete and return **all** required forms. If the form is not applicable please return with “Not Applicable” or “N/A” in large letters across the form.
 - 4.3.2. Failure to submit required or requested information may result in the bidder being found non-responsive.
 - 4.3.3. Execution of Bid: All documents must be properly signed by corporate authorized representative, witnessed, and where applicable corporate and/or notary seals affixed. All Bids shall be typed or printed in ink. The bidder may not use erasable ink. All corrections made to the bids shall be initialed.
 - 4.3.4. If a cost/bid schedule was provided in Microsoft Excel format, the returned completed schedule should be included as a Microsoft Excel File on the CD ROM or Flash drive.
 - 4.3.5. The submission should not contain links to other web pages.
 - 4.3.6. Include any information requested by the County necessary to analyze your bid, i.e., required submittals, literature, technical data, financial statements.
 - 4.3.7. Bid Security/Bond(s), as applicable (Construction projects)
- 4.4. **Preparation Cost:** The Bidder is solely responsible for any and all costs associated with responding to this solicitation. No reimbursement will be made for any costs associated with the preparation and submittal of any bid, or for any travel and per diem costs that are incurred by any Bidder.

5. RESPONSES RECEIVED LATE

- 5.1. It shall be the Bidder's sole responsibility to deliver the bid submission to the Lee County Procurement Management Division prior to or on the time and date stated. All references to date and time herein reference Lee County, FL local time.
- 5.2. Any bids received after the stated time and date will not be considered. The bid shall not be opened at the public opening. Arrangements may be made for the unopened bid to be returned at the bidder's request and expense.
- 5.3. The Lee County Procurement Management Division shall not be responsible for delays caused by the method of delivery such as, but not limited to; internet, United States Postal Service, overnight express mail service(s), or delays caused by any other occurrence.

6. BIDDER REQUIREMENTS (unless otherwise noted)

- 6.1. **Responsive and Responsible:** Only bids received from responsive and responsible bidders will be considered. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other necessary action, such as background checks, to determine ability to perform is satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicates an inability for the bidder to perform.
 - 6.1.1. Bids may be declared "non-responsive" due to omissions of "Negligence or Breach of Contract" on the disclosure form. Additionally, bidders may be declared "not responsible" due to past or pending lawsuits that are relevant to the subject procurement such that they call into question the ability of the bidder to assure good faith performance. This determination may be made by the Procurement Management Director, after consulting with the County Attorney.
 - 6.1.2. Additional sources may be utilized to determine credit worthiness and ability to perform.
 - 6.1.3. Any bidder or sub-contractor that will have access to County facilities or property may be required to be screened to a level that may include, but is not limited to fingerprints, statewide criminal. There may be fees associated with these procedures. These costs are the responsibility of the bidder or sub-contractor.
- 6.2. **BID--Past Performance:** Bidders past performance and prior dealings with Lee County (i.e., failure to meet specifications, poor workmanship, late delivery, etc.) may be reviewed. Poor or unacceptable past performance may result in bidder disqualification.
- 6.3. Submission packages, unless otherwise noted, will be considered only from bidders normally engaged in the provision of the services specified here in. The bidder shall have adequate organization, facilities, equipment, and personnel to ensure prompt and efficient service to Lee County. The County reserves the right before recommending any award to inspect the facilities and organization; or to take any other action necessary to determine ability to perform satisfactory, and reserves the right to reject submission packages where evidence submitted or investigation and evaluation indicated an inability of the bidder to perform.

7. PRE-BID CONFERENCE

- 7.1. A pre-bid conference will be held in the location, date, and time specified on the cover of this solicitation. The cover will also note if the pre-bid conference is Non-Mandatory or Mandatory. All questions and answers are considered informal. All prospective bidders are encouraged to obtain and review the solicitation documents prior to the pre-bid conference so they may be prepared to discuss any questions or concerns they have concerning this project. All questions must be submitted formally in writing to the procurement staff noted on the first page of the bid document. A formal response will be provided in the form of an addendum (see "County Interpretation/Addendums" for additional information.) A site visit may follow the pre-bid conference, as applicable.
- 7.2. **Non-Mandatory:** Pre-bid conferences are generally non-mandatory, but it is highly recommended that prospective bidders participate.
- 7.3. **Mandatory:** Failure to attend a mandatory pre-bid conference will result in the bid being considered **non-responsive**.

8. COUNTY INTERPRETATION/ADDENDUMS

- 8.1. Each bidder shall examine the solicitation documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning interpretation, clarification or additional information pertaining to the bid shall be made **in writing, submitted at least eight (8) calendar days prior to the date when the bid is due.**
- 8.2. Response(s) will be in the form of an Addendum posted on www.leegov.com/procurement. It is solely the bidder's responsibility to check the website for information. No notifications will be sent by Lee County Procurement Management Division.
- 8.3. All Addenda shall become part of the Contract Documents.
- 8.4. The County shall not be responsible for oral interpretations given by any County employee, representative, or others. Interpretation of the meaning of the plans, specifications or any other contract document, or for correction of any apparent ambiguity, inconsistency or error there in, shall be in writing. Issuance of a written addendum by the County's Procurement Management Division is the only official method whereby interpretation, clarification or additional information can be given.

9. QUALITY GUARANTEE/WARRANTY (as applicable)

- 9.1. Bidder will guarantee their work without disclaimers, unless otherwise specifically approved by the County, for a minimum of twelve (12) months from the date of final completion.
- 9.2. 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 of 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 final completion.
- 9.3. Unless otherwise specifically provided in the specifications, the equipment must be warranted for twelve (12) months, 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 County.
- 9.4. 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 vendor shall pick up the product from the County at no expense to the County. The County reserves the right to reject any or all materials, if in its judgment the item reflects unsatisfactory workmanship or manufacturing or shipping damage. The vendor shall refund, to the County, any money which has been paid for same.

10. SUBSTITUTION(S)/APPROVED ALTERNATE(S)

- 10.1. Unless otherwise specifically provided in the specifications, reference to any equipment, material, article or patented process, by trade name, brand name, make or catalog number, shall be regarded as establishing a standard of quality and shall not be construed as limiting competition. If a bidder wishes to make a substitution in the specifications, the bidder shall furnish to the County, **no later than ten (10) business days prior to the bid opening date**, the name of the manufacturer, the model number, and other identifying data and information necessary to aid the County in evaluating the substitution. Such information is submitted through the Procurement Management Division. Any such substitution shall be subject to County approval through the issuance of a written addendum by the County's Procurement Management Division. Substitutions shall be approved only if determined by the County to be an **Approved Alternate** to the prescribed specifications.
- 10.2. A bid containing a substitution is subject to disqualification if the substitution is not approved by the County. Items bid must be identified by brand name, number, manufacturer and model, and shall include full descriptive information, brochures, and appropriate attachments. Brand names are used for descriptive purposes only. An **Approved Alternate** product or service may be used.

11. NEGOTIATED ITEMS

- 11.1. Any item not outlined in the Scope of Work/Specifications may be subject to negotiations between the County and the successful bidder.

- 11.2. After award of this bid the County reserves the right to add or delete items/services at prices to be negotiated at the time of addition or deletion.
- 11.3. At contract renewal time(s) or in the event of significant industry wide market changes, the County may negotiate justified adjustments such as price, terms, etc., if in its sole judgment, the County considers such adjustments to be in their best interest.

12. ERRORS, OMISSIONS, CALCULATION ERRORS (as applicable)

- 12.1. **Calculation Errors:** In the event of multiplication/addition error(s), the unit price shall prevail. Written prices shall prevail over figures where applicable. All bids will be reviewed mathematically and corrected, if necessary, using these standards, prior to further evaluation.

13. CONFIDENTIALITY

- 13.1. Bidders should be aware that all submissions provided are subject to public disclosure and will **not** be afforded confidentiality, unless provided by Chapter 119 FL §.
- 13.2. If information is submitted with a bid that is deemed "Confidential" the bidder must stamp those pages of the submission that are considered confidential. The bidder must provide documentation as to validate why these documents should be declared confidential in accordance with Chapter 119, "Public Records," exemptions.
- 13.3. Lee County **will not reveal engineering estimates or budget amounts for a project** unless required by grant funding or unless it is in the best interest of the County. According to FL § 337.168: A document or electronic file revealing the official cost estimate of the department of a project is confidential and exempt from the provisions of s. 119.07(1) until the contract for the project has been executed or until the project is no longer under active consideration.

14. BID -- CONFLICT OF INTEREST

- 14.1. **Business Relationship Disclosure Requirement:** The award hereunder is subject to the provisions of Chapter 112, Public Officers and Employees: General Provisions, Florida Statutes. All bidders must disclose with their submission the name of any officer, director or agent who is also an employee of the Lee County or any of its agencies. Further, all bidders must disclose the name of any County employee who owns directly or indirectly, an interest of five percent (5%) or more in the bidder's firm or any of its branches.

15. ANTI-LOBBYING CLAUSE (Cone of Silence)

- 15.1. Following FL § Section 287.057(23), Upon the issuance of the solicitation, prospective proposers/bidders or any agent, representative or person acting at the request of such proposer/bidder shall not have any contact, communicate with or discuss any matter relating in any way to the solicitation with any Commissioner, Evaluation Review Committee, agent or employee of the County other than the Procurement Management Director or their designee. This prohibition begins with the issuance of any solicitation, and ends upon execution of the final contract or when the solicitation has been cancelled. **If it is determined that improper communications were conducted, the Bidder/Proposer may be declared non-responsible.**

16. DRUG FREE WORKPLACE

- 16.1. Lee County Board of County Commissioners encourages Drug Free Workplace programs as defined in accordance with Section 287.087, FL §.

17. DISADVANTAGED BUSINESS ENTERPRISE (DBE)

- 17.1. The County encourages the use of Disadvantaged Business Enterprise Bidder(s) as defined and certified by the State of Florida Department of Transportation (DBE).
- 17.2. As requested in the required forms the Bidder is required to indicate whether they and/or any proposed sub-contractor(s) are Disadvantaged Business Enterprises (DBE). Lee County encourages the utilization and participation of DBEs in procurements, and evaluation proceedings will be conducted within the established guidelines regarding equal employment opportunity and nondiscriminatory action based upon the grounds of race, color, sex or national origin. Interested certified Disadvantaged Business Enterprise (DBE) firms as well as other minority-owned and women-owned firms, as defined and certified by the State of Florida Office of Supplier Diversity (Minority), are encouraged to respond.

18. ANTI-DISCRIMINATION/EQUAL EMPLOYMENT OPPORTUNITY

- 18.1. The bidder agrees to comply, in accordance with FL § 287.134, 504 of the Rehabilitation Act of 1973 as amended, the Americans with Disabilities Act of 1990 (ADA), the ADA Amendments Act of 2008 (ADAAA) that furnishing goods or services to the County hereunder, no person on the grounds of race, religion, color, age, sex, national origin, disability or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 18.2. The bidder will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, disability or marital status. The bidder will make affirmative efforts to ensure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, disability or marital status.
- 18.3. The bidder will include the provisions of this section in every sub-contract under this contract to ensure its provisions will be binding upon each sub-contractor. The bidder will take such actions in respect to any sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.
- 18.4. An entity or affiliate who has been placed on the State of Florida's Discriminatory Vendor List (This list may be viewed by going to the Department of Management Services website at <http://www.dms.myflorida.com>) may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a vendor, supplier, sub-contractor, or consultant under contract with any public entity, and may not transact business with any public entity.

19. LOCAL BIDDER'S PREFERENCE

- 19.1. The Lee County Local Bidder's Preference Ordinance No. 08-26 is being included as part of the award process for this project. As such, Lee County at its sole discretion may chose to award a preference to any qualified "Local Contractor/Vendor" in an amount not to exceed 3% of the total amount quoted by that firm.
- 19.2. "Local Contractor/Vendor" as noted in Ordinance No. 08-26, or revision thereof, shall be defined as:
 - 19.2.1. Any person, firm, partnership, company or corporation whose principal place of business in the sole opinion of the County, is located within the boundaries of Lee/Collier County, FloridaOR
 - 19.2.2. Any person, firm, partnership, company or corporation that has provided goods or services to Lee County on a regular basis for the preceding consecutive three (3) years, and that has the personnel, equipment and materials located within the boundaries of Lee/Collier County sufficient to constitute a present ability to perform the service or provide the goods.

20. SUB-CONTRACTOR

- 20.1. The use of sub-contractors under this solicitation requires prior written authorization from the County representative.

21. BID - PROJECT GUIDELINES (as applicable)

- 21.1. The County has established the following Guidelines, Criteria, Goals, Objectives, Constraints, Schedule, Budget and or Requirements which shall service as a guide to the bidder(s) in conforming to the provision of goods and/or services to be provided pursuant to this Agreement/Contract:
 - 21.1.1. No amount of work is guaranteed upon the execution of an Agreement/Contract.
 - 21.1.2. Rates and all other negotiated expenses will remain in effect throughout the duration of the Agreement/Contract period.
 - 21.1.3. This contract does not entitle any bidder to exclusive rights to County Agreement/Contracts/contracts. The County reserves the right to perform any and all available required work in-house or by any other means it so desires.
 - 21.1.4. In reference to vehicle travel, mileage and man-hours spent in travel time, is considered incidental to the work and not an extra compensable expense.

- 21.1.5. Lee County reserves the right to add or delete, at any time, and or all material, tasks or services associated with this Agreement/Contract.
- 21.1.6. Any Single Large Project: The County, in its sole discretion, reserves the right to separately solicit any project that is outside the scope of this solicitation, whether through size, complexity or the dollar value.

22. BID – TIEBREAKER

- 22.1. Whenever two or more bids, which are equal with respect to price, quality and service, are received for procurement of commodities or contractual services, from responsive and responsible bidders the following steps will be taken to establish the award to the lowest bidder. This method shall be used for all ties.
 - 22.1.1. Step 1 Local Bidder: Between a local business, and a non-local business, a contract award, or the first opportunity to negotiate, as applicable, shall be made to the local business. Local shall be defined by Lee County Ordinance 08-26 or current revision thereof.
 - 22.1.2. Step 2 Drug Free Workplace: At the conclusion of step 1 if all is equal, the vendor with a Drug Free Workplace program shall be given preference, over a vendor with no Drug Free Workplace program. The contract award, or the first opportunity to negotiate, as applicable, shall be made to the bidder with the Drug Free Workplace program. In order to have a drug free workplace program, a business shall comply with the requirements of FL § 287.087.
 - 22.1.3. Step 3 Coin Flip: At the conclusion of Step 1, and Step 2 if all is equal, the contract award, or the first opportunity to negotiate, as applicable, shall be determined by the flip of a coin to determine final outcome.
- 22.2. When the tie has been determined the contract award, or the first opportunity to negotiate, as applicable, shall be made.
- 22.3. If an award or negotiation is unsuccessful with the initial bidder, award or negotiations may commence with the next highest bidder, utilizing the tiebreaker steps above to make the determination of next lowest bidder.

23. WITHDRAWAL OF BID

- 23.1. No bid may be withdrawn for a period of **180 calendar days** after the scheduled time for receiving submissions. A bid may be withdrawn prior to the solicitation opening date and time. Withdrawal requests must be made in writing to the Procurement Management Director, who will approve or disapprove the request.
- 23.2. A bidder may withdraw a submission any time prior to the opening of the solicitation.
- 23.3. After submissions are opened, but prior to award of the contract by the County Commission, the Procurement Management Director may allow the withdrawal of a bid because of the mistake of the bidder in the preparation of the submission document. In such circumstance, the decision of the Procurement Management Director to allow the submission withdrawal, although discretionary, shall be based upon a finding that the bidder, by clear and convincing evidence, has met each of the following four tests:
 - 23.3.1. The bidder acted in good faith in submitting the bid,
 - 23.3.2. The mistake in bid preparation that was of such magnitude that to enforce compliance by the bidder would cause a severe hardship on the bidder,
 - 23.3.3. The mistake was not the result of gross negligence or willful inattention by the bidder; and
 - 23.3.4. The mistake was discovered and was communicated to the County prior to the County Commission having formally awarded the Agreement/Contract.

24. PROTEST RIGHTS

- 24.1. Any bidder that has submitted a formal response to Lee County, and who is adversely affected by an intended decision with respect to the award, has the right to protest an intended decision posted by the County as part of the solicitation process.
- 24.2. “Decisions” are posted on the Lee County Procurement Management Division website. Bidders are solely responsible to check for information regarding the solicitation. (www.leegov.com/procurement)
- 24.3. Refer to the “Bid/Proposal Protest Procedure” section of the Lee County “Contracts Manual” for the complete protest process and requirements. The Manual is posted on the Lee County website or may be obtained by contacting the Procurement Management Director.

- 24.4. In order to preserve the right to protest, a written **“Notice Of Intent To File A Protest”** must be filed with the Lee County Procurement Management Director by 4:00 PM on the 3rd working day after the decision affecting your rights is posted on the Lee County website.
- 24.4.1. The notice must clearly state the basis and reasons for the protest.
- 24.4.2. The notice must be physically received by the Procurement Management Director within the required time frame. No additional time will be granted for mailing.
- 24.5. To secure the right to protest a **“Protest Bond”** and written **“Formal Protest”** document must be filed **within 10 calendar days** after the date of **“Notice of Intent to File a Protest”** is received by the Procurement Management Director.
- 24.6. **Failure to follow the protest procedures requirement within the time frames as prescribed herein and established by the Lee County Board of County Commissioners, Florida, shall constitute a waiver of the right to protest and bar any resulting claims.**

25. AUTHORITY TO UTILIZE BY OTHER GOVERNMENT ENTITIES

- 25.1. This opportunity is also made available to any government entity. Pursuant to their own governing laws, and subject to the Agreement/Contract of the vendor, other entities may be permitted to make purchases at the terms and conditions contained herein. Lee County Board of County Commissioners will not be financially responsible for the purchases of other entities from this solicitation.

26. CONTRACT ADMINISTRATION

26.1. Designated Contact:

- 26.1.1. The awarded bidder shall appoint a person(s) to act as a primary contact for all County departments. This person or back-up shall be readily available during normal working hours by phone or in person, and shall be knowledgeable of the terms and procedures involved.
- 26.1.2. Lee County requires that the awarded bidder to provide the name of a contact person(s) and phone number(s) which will afford Lee County access 24 hours per day, 365 days per year, of this service in the event of major breakdowns or natural disasters.

26.2. BID – Term: (unless otherwise stated in the Scope of Work or Detailed Specifications)

- 26.2.1. Unless otherwise stated in the scope of work, specifications, or special conditions the default **contract term shall be one (1) year with three (3), one (1) year renewals for a total of four (4) years upon mutual Agreement/Contract of both parties.**
- 26.2.2. The County reserves the right to renew this Agreement/Contract (or any portion thereof) and to negotiate pricing as a condition for each.
- 26.2.3. The County’s performance and obligation to pay under this contract, and any applicable renewal options, is contingent upon annual appropriation of funds.

26.3. BID – Basis of Award:

- 26.3.1. The bid is awarded under a system of sealed, competitive bidding to the lowest responsive and responsible bidder.
- 26.3.2. In the event the lowest responsible and responsive bid for a project exceeds the available funds the County may negotiate an adjustment of the bid price with the lowest responsible and responsive bidder, in order to bring the total cost of the project within the amount of available funds.
- 26.3.3. The County reserves the right to make award(s) by individual item, group of items, all or none, or a combination thereof. The County reserves the right to reject any and all bids or to waive any minor irregularity or technicality in the bids received. Award will be made to the lowest responsible and responsive bidder(s) within the category chosen for basis of award.
- 26.3.4. The County reserves the right to award to one or multiple bidders at the discretion of the requesting authority and approval of the Procurement Management Director.

26.4. Agreement/Contracts/Contracts:

- 26.4.1. The awarded bidder will be required to execute an Agreement/Contract as a condition of award. A sample of this document may be viewed on-line at <http://www.leegov.com/procurement/forms>.

26.5. Records:

- 26.5.1. **Retention:** The bidder shall maintain such financial records and other records as may be prescribed by Lee County or by applicable federal and state laws, rules and regulations. Unless otherwise stated in the specifications, the bidder shall retain these records for a period of five years after final payment, or until they are audited by Lee County, whichever event occurs first.
- 26.5.2. **Right to Audit/Disclosure:** These records shall be made available during the term of the contract as well as the retention period. These records shall be made readily available to County personnel with reasonable notice and other persons in accordance with the Florida General Records Schedule. Awarded Bidder/Proposer(s) are hereby informed of their requirement to comply with FL §119 specifically to:
- 26.5.2.1. Keep and maintain public records required by the County to perform the service.
 - 26.5.2.2. Upon request from the County's custodian of public records, provide the County 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 or as otherwise provided by law.
 - 26.5.2.3. 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 the contract term and following completion of the contract if the contractor does not transfer the records to the County.
 - 26.5.2.4. Upon completion of the contract, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- 26.5.3. **Public Record:** **IF THE VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE VENDOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 239-533-2221, 2115 SECOND STREET, FORT MYERS, FL 33901, <http://www.leegov.com/publicrecords>.**
- 26.5.4. **Ownership:** It is understood and agreed that all documents, including detailed reports, plans, original tracings, specifications and all data prepared or obtained by the successful bidder in connection with its services hereunder, include any documents bearing the professional seal of the successful bidder, and shall be delivered to and become the property of Lee County, prior to final payment to the successful bidder or the termination of the Agreement/Contract. This includes any electronic versions, such as CAD or other computer aided drafting programs.
- 26.6. **Termination:**
- 26.6.1. Any Agreement/Contract as a result of this solicitation may be terminated by either party giving **thirty (30) calendar days advance written notice**. The County reserves the right to accept or not accept a termination notice submitted by the vendor, and no such termination notice submitted by the vendor shall become effective unless and until the vendor is notified in writing by the County of its acceptance.
 - 26.6.2. The Procurement Management Director may immediately terminate any Agreement/Contract as a result of this solicitation for emergency purposes, as defined by the Lee County Purchasing and Payment Procedures Manual (Purchasing Manual), (also known as Appendix "D" "AC-4-1.pdf".)
 - 26.6.3. Any bidder who has voluntarily withdrawn from a solicitation without the County's mutual consent during the contract period shall be barred from further County procurement for a **period of 180 days**.

The vendor may apply to the Board for a waiver of this debarment. Such application for waiver of debarment must be coordinated with and processed by the Procurement Management Department.

26.6.4. The County reserves the right to terminate award or contract following any of the below for goods or services over \$1,000,000:

- 26.6.4.1. Contractor is found to have submitted a false certification as provided under FL § 287.135 (5);
- 26.6.4.2. Contractor 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 (FL §215.473);
- 26.6.4.3. Contractor has engaged in business operations in Cuba or Syria (FL § 215.471);
- 26.6.4.4. Contractor has been placed on the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel. (FL § 215.4725)
- 26.6.4.5. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

27. WAIVER OF CLAIMS

- 27.1. Once this contract expires, or final payment has been requested and made, the awarded bidder shall have waived any claims against the County concerning this contract. After that period, the County will consider the bidder to have waived any right to claims against the County concerning this Agreement/Contract.

28. LEE COUNTY PAYMENT PROCEDURES

- 28.1. Unless otherwise noted, all vendors are requested to mail an original invoice to:
Lee County Finance Department
Post Office Box 2238
Fort Myers, FL 33902-2238
- 28.2. All invoices will be paid as directed by the Lee County payment procedure unless otherwise stated in the detailed specifications for this project.
- 28.3. Lee County will not be liable for requests for payment deriving from aid, assistance, or help by any individual, vendor, proposer, or bidder for the preparation of these specifications.
- 28.4. Lee County is generally a tax exempt entity subject to the provisions of the 1987 legislation regarding sales tax on services. Lee County will pay those taxes for which it is obligated, or it will provide a Certificate of Exemption furnished by the Department of Revenue. All bidders should include in their bids, all sales or use taxes, which they will pay when making purchases of material or sub-contractor's services.

29. MATERIAL SAFETY DATA SHEETS (MSDS) (as applicable)

- 29.1. In accordance with Chapter 443 of the FL §, it is the vendor's responsibility to provide Lee County with Material Safety Data Sheets on bid materials, as may apply to this procurement.

30. DEBRIS DISPOSAL (as applicable)

- 30.1. Unless otherwise stated, the bidder shall be fully responsible for the lawful removal and disposal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. There shall not be an increase in time or price associated with such removal.

31. SHIPPING (as applicable)

- 31.1. Cost of all shipping to the site, including any inside delivery charges and all unusual storage requirements shall be borne by the bidder unless otherwise agreed upon in writing prior to service. It shall be the bidders responsibility to make appropriate arrangements, and to coordinate with authorized personnel at the site, for proper acceptance, handling, protection and storage (if available) of equipment and material delivered. All pricing to be F.O. B. destination.
- 31.2. The materials and/or services delivered under the bid shall remain the property of the seller until a physical inspection and actual usage of these materials and/or services is accepted by the County and is deemed to be in compliance with the terms herein, fully in accord with the specifications and of the highest quality.

32. INSURANCE (AS APPLICABLE)

- 32.1. Insurance shall be provided by the awarded bidder/vendor. Prior to execution of the Agreement/Contract a certificate of insurance (COI) complying with the bid documents shall be provided by the bidder/vendor.

End of Terms and Conditions Section

INSURANCE GUIDE



Major Insurance Requirements

Minimum Insurance Requirements: *Risk Management in no way represents that the insurance required is sufficient or adequate to protect the vendors' interest or liabilities. The following are the required minimums the vendor must maintain throughout the duration of this contract. The County reserves the right to request additional documentation regarding insurance provided*

- a. **Commercial General Liability** - Coverage shall apply to premises and/or operations, products and completed operations, independent contractors, contractual liability exposures with minimum limits of:

\$1,000,000 per occurrence
 \$2,000,000 general aggregate
 \$1,000,000 products and completed operations
 \$1,000,000 personal and advertising injury

- b. **Business Auto Liability** - The following Automobile Liability will be required and coverage shall apply to all owned, hired and non-owned vehicles use with minimum limits of:

\$1,000,000 combined single limit (CSL)
 \$500,000 bodily injury per person
 \$1,000,000 bodily injury per accident
 \$500,000 property damage per accident

- c. **Workers' Compensation** - Statutory benefits as defined by FS 440 encompassing all operations contemplated by this contract or agreement to apply to all owners, officers, and employees regardless of the number of employees. Workers Compensation exemptions may be accepted with written proof of the State of Florida's approval of such exemption. Employers' liability will have minimum limits of:

\$500,000 per accident
 \$500,000 disease limit
 \$500,000 disease – policy limit

*The required minimum limit of liability shown in a and b may be provided in the form of "Excess Insurance" or "Commercial Umbrella Policies." In which case, a "Following Form Endorsement" will be required on the "Excess Insurance Policy" or "Commercial Umbrella Policy."

Verification of Coverage:

1. Coverage shall be in place prior to the commencement of any work and throughout the duration of the contract. A certificate of insurance will be provided to the Risk Manager for review and approval. The certificate shall provide for the following:

- a. The certificate holder shall read as follows:

Lee County Board of County Commissioners

P.O. Box 398

Fort Myers, Florida 33902

- b. *“Lee County, a political subdivision and Charter County of the State of Florida, its agents, employees, and public officials”* will be named as an "Additional Insured" on the General Liability policy, including Products and Completed Operations coverage.

Special Requirements:

1. An appropriate "Indemnification" clause shall be made a provision of the contract.
2. It is the responsibility of the general contractor to insure that all subcontractors comply with all insurance requirements.

End of Insurance Guide Section

SPECIAL CONDITIONS

These are conditions that are in relation to this solicitation only and have not been included in the County's standard Terms and Conditions or the Scope of Work.

1. TERM

- 1.1. Rosa Parks: From the Notice to Proceed or the Purchase Order date, whichever applies: 90calendar days to substantial completion, 120 calendar days to final completion (total days 120)
- 1.2. Delprado Blvd: From the Notice to Proceed or the Purchase Order date, whichever applies: 90 calendar days to substantial completion, 365 calendar days to final completion (total days 455)

2. MINIMUM REQUIREMENTS/RELATED PROJECT EXPERIENCE (provide information with bid submission) **Information to be provided for each employee actually working on the project(s).** If there are any personnel changes are made the County is to be immediately notified and proper licensing/certification are to be provided.

- 2.1. Bidder shall have a minimum of 3 years landscape experience. Provide 3 projects completed within the last 5 years on form 1a
- 2.2. Pesticide License for Natural Area and Right of Way. Provide copies of current licenses issued by the State of Florida
- 2.3. Provide current Intermediate Maintenance of Traffic (IMOT) Certification(s)
- 2.4. Provide current certificate(s) of training for "Fertilizer Best Management Practices"
- 2.5. Provide current certification of "Limited Certification for Urban Landscape Commercial Fertilizer" applicators.
- 2.6. Provide current "Competency for an Irrigation Sprinkler Contractor"

3. LIQUIDATED DAMAGES (CONSTRUCTION)

In accordance with the terms set forth in the Agreement, for each consecutive calendar day of delay in achieving Substantial Completion as set forth herein, the Contractor shall be liable to the County for per diem liquidated damages:

- 4.1. Rosa Parks in the amount of \$ 760.00
- 4.2. Delprado Blvd. in the amount of \$ 760.00

End of Special Conditions Section

SCOPE OF WORK AND SPECIFICATIONS

1. GENERAL SCOPE OF WORK

1.1. This project consists of two landscape locations:

- 1.1.1. **ROSA PARKS:** Lee County is seeking a qualified vendor to remove the old plants and shrubs and replant according to the attached plans and perform maintenance for one year for Rosa Parks for Lee Tran.
- 1.1.2. **DELPRADO BLVD:** Lee County is seeking a qualified contractor to perform tree removal, regrading of medians, and replanting core level landscaping and landscape maintenance for one year along Delprado Blvd from Hancock Bridge Pkwy to Pine Island Road for DOT.

2. BOND/SURETY (CONSTRUCTION) APPLICABLE FOR THIS SOLICITATION

- 2.1. Bonding/Surety is required for construction projects over \$100,000.00 unless otherwise noted.
- 2.2. **Bid Bond/Security:** The bidder/vendor shall submit **not less than 5% of proposed dollar amount** (including applicable alternates) as bid security. One **ORIGINAL** Bid Bond/Security is to be submitted to the County with Bid Submission. The Bid Security of the bidder/vendor will be retained until the bidder/vendor has executed the contract, whereupon the Bid security may be returned. The bid Security of the bidder/vendor whom the County believes to have a reasonable chance of receiving the award may be retained by the County until the effective date of the Agreement/Contract, whereupon Bid Securities furnished by the bidder/vendor may be returned. The following types of Bid Security are acceptable:
 - 2.2.1. **A Certified Check or a Cashier's Check** in the stated dollar amount of not less than 5% of proposed dollar amount. Any Certified Check or Cashier Check submitted in lieu of a Bid Bond Shall be drawn on a solvent bank or trust company, made payable to Lee County Board of County Commissioners and shall have all necessary documentary revenue stamps attached (if required by law); or
 - 2.2.2. **A Bid Bond** may be submitted on a Lee County paper Bid Bond Form. Must be signed by all required parties, of not less than 5% of proposed dollar amount (including Alternate(s) if applicable) shall accompany each submission. The Bid Bond shall be issued by a duly authorized surety authorized to do business and in good standing with the Florida Department of state
- 2.3. **Payment and Performance Bond:** In accordance with F.S. 255.05 and Lee County Ordinance 95-2-102, a Public Payment and Performance Bond is to be issued in a sum equal to one-hundred (100%) percent of the total awarded contract amount by a surety company considered satisfactory by Lee County and otherwise authorized to transact business in the State of Florida shall be required from the successful bidder/vendor. This shall insure the faithful performance of the obligations imposed by the resulting contract and protect the County from lawsuits for non-payment of debts incurred during the successful bidder/vendor performance under such Contract.
 - 2.3.1. A public Payment and Performance bond must be properly executed, by the Surety Company and successful bidder/vendor, and recorded with the Lee County Clerk of Court, within **seven calendar days** after notification by Lee County of the approval to award the Contract.
 - 2.3.2. A **Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.
- 2.4. Only Lee County form(s) may be accepted. Forms are available at <https://www.leegov.com/procurement/forms>.
- 2.5. **Personal Checks are not acceptable to Lee County as a Bid Security.**
- 2.6. **Surety:** In order to be acceptable to the County, a Surety Company issuing Evidence of Bondability, Bid Guaranty Bonds or 100% Public Payment and Performance Bonds or Letters of Credit called for herein shall meet and comply with the minimum standards set forth in as part of the Contract Documents. The surety company shall be authorized to do business and in good standing with the Florida Department of State. All such bonds shall be issued or countersigned by a local producing agent who is a Florida resident with satisfactory evidence of its authority to execute the bond being submitted.

3. LICENSING AND CERTIFICATION

41.1 PESTICIDE AND RIGHT OF WAY LICENSE

Provide proof of State of Florida pesticide Natural Area and Right of Way license for all those that will be working on the various projects. Please provide copies of all employees' licenses. You must have licenses at the time of submission of the bid package.

41.2 MAINTENANCE OF TRAFFIC CERTIFICATION

Provide proof of certificates of all those who have a National Safety Council Course on Work Zone Safety and received an Intermediate Maintenance of Traffic Certification and **will be working on the various projects.** Please remember that there must always be a worker with an IMOT and the ability to be able to carry out the procedures at every worksite. You must have an IMOT Certificate at the time you submit your bid. Please include a copy of all the certificates. All certifications must remain valid during this contract. The County must be notified of any changes that take place immediately and copies of the new employee's certifications must be furnished.

41.1 CERTIFICATE OF TRAINING BEST MANAGEMENT PRACTICES

Fertilizer Best Management Practices registration and certification. Lee County Ordinance No. 08-08, an ordinance regulating landscape management practices, including the application and use of fertilizers containing nitrogen and/or phosphorus within unincorporated Lee County. All lawn/landscape businesses performing services in unincorporated Lee County must have at least one certified staff member at each worksite and the vehicles shall have a clearly displayed decal. You must have a Best Management Certification when you submit your bid. Please provide copies of all certifications.

41.2 APPLICATOR'S LIMITED CERTIFICATION FOR URBAN LANDSCAPE COMMERCIAL FERTILIZER

ALL individuals/employees making a commercial fertilizer application to urban landscapes are now required to possess the Limited Certification for Urban Landscape Commercial Fertilizer Applicators.

There is NO exception for persons who possess Chapter 482 employee identification cards. Every person, making ANY TYPE OF fertilizer application for hire, must possess this limited certificate and carry it on their person.

41.3 A CERTIFICATE OF COMPETENCY FOR AN IRRIGATION SPRINKLER CONTRACTOR

Issued by Lee County. Please submit copies of your certifications and licenses, along with your bid, for everyone that will be working on this project.

TECHNICAL SPECIFICATIONS FOR ROSA PARKS (LEE TRAN) AND DELPRADO BLVD (DOT)

SECTION ONE –MOBILIZATION, H-1

SECTION TWO – MAINTENANCE OF TRAFFIC, H-2

SECTION THREE – LANDSCAPE WORK, H-4

SECTION FOUR – SITE MAINTENANCE, H-20

SECTION ONE – MAINTENANCE OF TRAFFIC

PART 1 – GENERAL

1.01 Scope of Work

1. The work specified in this section consists of maintaining pedestrian and vehicular traffic within the limits of the project for the duration of the construction period, including any temporary suspensions of work. It shall include the construction and maintenance of any detour facilities; the providing of necessary facilities for access to residences, businesses, etc. along the project; the furnishing, installing and maintaining of traffic control and safety devices during construction; the control of dust; and any other special requirements for safe and expeditious movement of traffic. The term Maintenance of Traffic (MOT) shall include all of such facilities, devices, and operations as are required for the safety and convenience of the public as well as for minimizing public nuisance.

1.02 General Requirements

1. The Contractor shall provide the County with Maintenance of Traffic Plan; an individual certified in Work Zone Safety shall create the plan. The plan shall be shown on a copy of the landscaping plans for the project. Before commencing work, the Contractor must receive written approval of the plan from the County.
2. If any portion of this project is to take place on streets and highways within the Florida Department of Transportation's State Highway System right-of-way, all Maintenance of Traffic procedures must be performed by persons possessing current valid and verifiable certificates from the appropriate courses approved by the Florida Department of Transportation.
3. By Tuesday of the week before project construction begins, the Contractor must notify the Project Manager that the "Road Watch" notice should be sent to the local news media. The Contractor must also notify the Project Manager at the point of project construction, where MOT is no longer needed. In the event that the Contractor fails to provide the appropriate notice, a Stop Work notice may be issued, or pay requests may be denied.

1.03 Applicable Documents

1. The Maintenance of Traffic Plan shall be based on the Federal Highway Administration's Manual on Uniform Traffic Control Devices (M.U.T.C.D.), Part VI and the State of Florida Department Of Transportation, Roadway and Traffic and Design Standards, "Traffic Control in the Work Zones", Standard Index Series No. 600. These documents provide the minimum standards for Traffic Control for Highway Construction, Maintenance, and Utility Operations. It sets forth the basic principles and prescribes minimum standards to be followed in the design, application, installation, maintenance and removal of all traffic control devices and all warning devices and barriers which are necessary to protect the public and workers from hazards within the project limits. The standards established in the aforementioned documents constitute the minimum requirements for normal conditions, and additional traffic control devices, warning devices, barriers or other safety devices will be required where unusual, complex or particularly hazardous conditions exist.

1.04 Lane Closures

There shall be no lane closures during the hours of 7:00 a.m. to 9:00 a.m. and 4:00 to 6:00, Monday through Friday unless approved otherwise by the Landscape Supervisor.

END OF SECTION

SECTION THREE - LANDSCAPE WORK

PART 1 GENERAL

1.01 Scope of Work

1. Provide all labor, materials, equipment and incidentals, and perform all work required to prepare planting beds and install landscape plants and materials in accordance with the plans and as specified. The work consists of furnishing, planting, watering, fertilizing and mulching all plants and lawn areas of species, size and quality in the locations indicated on the drawings or as directed by the Landscape Architect (Please see attached plans). The contractor shall guarantee all work for at least one year.

1.02 Related Work Specified Elsewhere

1. Section Four - Site Maintenance

2. Drawings and complete Contract

1.03 AGENCY STANDARDS:

1. Nomenclature/Definitions:

A. All references to Owner, Landscape Architect and Project Inspector shall mean respectively, the Lee County Department of Transportation (DOT), DOT Project Manager, or DOT appointed designee and the Manager of Transit Facilities.

2. Standardized Plant Names, American Joint Committee Horticultural Nomenclature, 1942 edition.

3. American Standard for Nursery Stock, American Association of Nurserymen, Inc., latest edition.

4. Grades and Standards for Nursery Plants, Division of Plant Industry, Florida Department of Agriculture, latest edition.

5. Hortus, Staff of the L.H. Bailey Hortorium, Cornell University, The Macmillan Company, latest edition.

6. Florida Department of Transportation, Standard Specifications for Road and Bridge Construction, latest edition.

7. Florida Department of Transportation, Roadway and Traffic Design Standards, latest edition.

8. Manual on Uniform Traffic Control Devices (M.U.T.C.D.), Part VI U.S. Department of Transportation Federal Highway Administration, latest edition.

9. Organic matter shall be decomposing plant and animal material containing such materials as dead leaves, small twigs, finely ground bark, dried brown grass clippings, peat moss, compost, humus, dried composted manure and beneficial organisms that are not harmful to plants .

1.04 CONTRACT CONDITIONS:

1. The Contractor shall provide all plants, materials, tools, supplies, equipment, labor, and services necessary to install and complete all landscape and related work as shown or indicated on the Plans and specified herein.

2. It is the intent of the Plans and Specifications to provide for an installation with plants in vigorous growth, ready for the Owner's use. Any items not specifically shown on the Plans, but normally required to accomplish said objective, are to be considered as part of the work.
3. The list of quantities on the Plans and Bid Schedule are provided for the Contractor's convenience. The Contractor will be responsible for submitting a bid that includes compensation for all work included on the Plans and Specifications for each bid item listed on the Bid Schedule. Each bid item's unit price on the Bid Schedule shall include the costs of all labor, equipment, materials, tools and incidentals required for the completion of each bid item. Items on the bid schedule shall not be modified in any manner, nor shall additional items be added.
4. Payment for Work included in this Section shall come from the items listed on the Bid Schedule under "Landscape Installation".
5. Pay items shall include the complete installation and maintenance of all plants shown on the "Plant Material List" and on the "Bid Schedule".
6. The Owner reserves the right to increase or decrease the actual installed quantities of each unit priced item without affecting the cost of each unit.
7. Contractor shall obtain all local, state, and federal licenses required for work in this Contract. State and Local Governments require that a Commercial Pesticide License and Restricted Pesticide Applicator License with the Right-of-Way category be submitted. The Contractor shall submit copies of appropriate licenses to the Project Manager for approval before making any applications.
8. The length of this Contract shall be the number of days shown in Section Six – Proposed Construction Schedule, as amended by the contract documents.
9. The Contractor will have the number of days shown in Section Six – Proposed Construction Schedule from the Notice-to-Proceed date to locate all plants and construction materials. The Contractor shall verify with the Landscape Supervisor that all materials have been procured, and are acceptable. Upon this acceptance, the Contractor may mobilize to the site.
10. The Contractor will have the number of days shown in Section Six – Proposed Construction Schedule from the Notice-to-Proceed date to complete the installation of all components of the landscaping system, Sections Three, of this contract. The date at the end of this period shall be the Substantial Completion date of the landscape installation, upon acceptance by the Project Manager.
11. On the date of Substantial Completion of the landscape installation, the work specified in Section Four of this contract, Site Maintenance shall begin. The Contractor shall provide and perform the maintenance work specified in Section Four continuously for the number of days shown in Section Six – Proposed Construction Schedule from the date of Substantial Completion.
12. Upon successful completion of the Site Maintenance time period, and approval by the Project Manager, the project shall be at Final Acceptance and Final Completion.

1.05 GENERAL REQUIREMENTS

1. Comply with applicable Federal, State, County, and local codes, ordinances, and regulations governing landscape materials and work.
2. The work shall be coordinated with other trades to prevent conflicts.
3. During all working hours, provide qualified, competent, English speaking Landscape Foreman on the work site, who is authorized to supervise and to represent and act for the Contractor.
4. The Contractor shall be acquainted with all existing and proposed site work, site features above and below ground, and all utilities to preclude any misunderstanding and ensure a trouble-free installation.
5. Before the preparation of planting areas and plant pits, determine the location of all underdrains, electrical cable, conduits, utility lines, supply lines and other subsurface structures, so that proper advance owner notification may be made and precautions may be taken not to disturb or damage any of these elements or improvements. Properly maintain and protect existing utilities. Repair all items damaged by this work at no additional expense to the Owner.

1.06 PRECONSTRUCTION CONFERENCE

- A. A Preconstruction meeting will be scheduled by the County. The contractor must attend this meeting and all subcontractors must attend.
 1. The Contractor shall provide to the County a work schedule that includes the sequence of construction. The Contractor shall include in the schedule, the allotted time frames mentioned above in Contract Conditions, Section 1.04, items 8 through 12.
 2. Provide the proposed Maintenance of Traffic Plan.
 3. Provide list of emergency telephone numbers.
 4. Provide submittals.

1.07 SUBMITTALS

- A. Plant Inspection & Certification:
 1. Provide a complete list of nurseries from which plants are to be purchased. Include their nursery license number, location, and telephone number. All plants must come from a state registered nursery.
 2. Submit certificates of state inspection of plant material to Project Inspector for approval.
 3. Submit verification to the Project Inspector before purchasing plant material, that all plants are root enhanced stock from their inception.
 4. Each plant photograph approved by the Owner's Representative shall be the minimum standard accepted for each plant species. The plant photograph shall show the entire plant and have a legible vertical scale to show the overall height of the plant.

B. Materials

1. Provide samples of all materials: including but not limited to; mulch, amendments, staking materials, sump backfill material and soil.
2. Provide copies of product labels and MSDS sheets for chemicals and fertilizers, for county approval.
3. Submit with invoices as back up, transportation documents for soil and mulch, such as the bill of lading.

C. Testing

1. The Contractor shall perform percolation and compaction tests within each planting area to ensure that all plant material has adequate drainage to survive and produce normal, viable growth through its natural life span. Test for drainage by completely filling with water to finish grade a 12" X 12" round test hole. The test hole shall be dug at the bottom of the planting hole or excavated bed, whichever is deeper. Water must percolate at a rate of not less than 2" per hour after the sub-soil becomes saturated. Provide County with test results and written recommendations to improve percolation/compaction. After correcting any disclosed percolation/compaction problems, the testing shall be repeated to verify success.
2. Test existing soils for pH, organic matter, salts, magnesium, calcium, phosphorus, and potash. Samples shall be taken from various locations in each median and the adjacent roadsides. Each median or area sampled shall be collected as follows; clean debris from top layer, extract sample to six (6) inches deep, collect three such samples randomly per median area, place all three (3) samples in one container, mix thoroughly, take one third (1/3) of the soil and package for sample, discard the rest, this is the sample to be sent for analysis. Submit all samples to an independent testing laboratory for analysis. Laboratory selection is to be approved by the County. Provide the laboratory with a plant list for the project and inform laboratory that this is a new construction project. Request recommendations based on all information provided. Reports from the Laboratory will identify deficiencies and be the basis for the Contractor's recommendations to correct the deficiencies and to adjust pH to comply with the specifications. Tests shall be repeated to ensure compliance with the recommendations and specifications. Submittal of the Contractor's fertilizer program shall be based upon the laboratory recommendations and is required before acceptance of the project work for payment. Submit copies of all test results to Project Manager for review.

D. Documents

1. Provide the County with working schedule including a sequence of construction.
2. Provide required permit(s).
3. Provide required license(s).
4. Furnish County with copy of all test results and recommendations.

E. Video

1. The contractor shall video in color the entire site before construction. Care must be taken to ensure that the site is adequately documented; i.e. light poles, utility boxes, curb, signs, and the condition of existing sod and plants. This tape will be used to resolve any disputes regarding preconstruction conditions. In the event that the site is not properly documented and an issue arises, it will be the Contractor's responsibility to make all repairs at no cost to the County or Owner. Two copies shall be made, one for the contractor's file and the other shall be submitted to the Project Manager. Tapes shall be in the format that may be reviewed on any CD or USB digital device without adaptation.

1.08 QUALITY CONTROL

1. All plant material shall be graded Florida #1 or better as defined in the Grades and Standards for Nursery Plants 2015, as published by the Florida Department of Agriculture and Consumer Services.
2. All plants not listed in Grades & Standards, shall conform to a Florida #1 Grade with regard to root system, shoot to root ratio, density, uniformity, health, and overall condition.
3. Plants shall have a habit of growth that is normal for the species and shall be healthy, vigorous, and free from insects, fungal and bacterial diseases, and injuries.
4. The County shall have the right at any stage of the project to reject any and all work and materials, which in their opinion, do not meet the requirements of these specifications or aesthetically do not comply with the design intent. Trees and plants that are scarred or damaged during delivery, off loading, or installation, will be rejected.
5. Plant materials are required to be inspected and approved by a County Representative before delivery to the job site. Trees and Palms shall be inspected at the nursery and tagged by a County Representative with designated flagging tape. The County Representative will make two visits within the state of Florida to the Contractor's designated nursery to approve each species of trees, palms, and shrubs. The Contractor shall pay for any additional visits or travel out of the State of Florida.
6. All plant material shall be from root enhanced stock from their inception. Verification of root enhancement shall be submitted prior to planting.

1.09 Measurements

1. A minimum acceptable size of all plants measured after pruning, with branches in normal positions, shall conform to the measurement as shown on the landscape plans and the Grades and Standards.
2. The caliper of tree shall be taken at 6 inches from ground on trees up to and including 4 inches in caliper, and 12 inches above ground for larger trees.

1.10 Changes and Substitutions

1. The Landscape Architect or Project Manager will consider substitution requests by the Contractor, only upon submission of proof that the item is not obtainable in the type, size, quantity, quality, or method of growth specified. The Project Manager and Contractor shall agree upon an equivalent replacement plant meeting the original specifications.
2. Under no circumstances may unauthorized substitutions be made.

1.11 Shipment and Delivery

1. The Contractor shall notify the County a minimum of 48 hours in advance of all plant and material deliveries.
2. Plant materials shall be protected from weather, and adequately protected to prevent breakage, drying, burning, or any other damage during transit.
3. All plant material shall be irrigated just before delivery so that the root balls are saturated.
4. Legible tags will be attached to at least one plant of each species. Plants that do not meet specifications or quality, or plants that exhibit symptoms of improper handling, or arrive on site in an unsatisfactory condition will be

rejected. Rejected plants shall immediately be removed, disposed of, and replaced with approved nursery stock meeting the specification herein. These plants shall be replaced at no additional cost to the County.

5. Deliver packaged material in containers showing weight, analysis, and name of manufacturer. Protect materials from damage and deterioration during delivery and while stored on site.
6. All plant material shall be loaded from the nursery and unloaded and handled on the job site in a manner that will protect the root ball, trunk and canopy from damage. Trees shall not be handled by a strap without a protective device to prevent the strap from slipping on the tree trunk and from causing compressive damage to the trunk from tightening of the strap. The County reserves the right to reject any plant material that is not handled in an acceptable manner.

PART II PRODUCTS

2.01 Planting Soil Backfill

- A. Planting soil backfill shall be free from all contaminants including but not limited to road building debris, volatile organics, noxious weeds, seeds, plants, and any other undesirable material that would be toxic, harmful, or hinder plant growth. Planting soil backfill shall consist of sandy loam topsoil with an organic content of not more than 6%, and less than 10% clay particles. The soil shall percolate and be adequate to consistency maintain good quality plant growth. The organic material must be approved by the County before use as a soil amendment. A laboratory analysis must be submitted with the request for approval. The planting soil backfill shall have a pH value in the range of 5.5 to 6.5 inclusive. Planting soil backfill may be provided by amending the existing soils in designated planting areas or providing an equivalent commercial mixture.
- B. Planting sites that are not equipped with an automatic irrigation system shall incorporate "Terra-sorb" or an approval equivalent product, to all backfill and tree pits at the manufactures recommended rate.

2.02 Irrigation Water

1. All water necessary for planting and maintenance shall be of satisfactory quality to sustain adequate growth of plants and shall not contain harmful natural or manmade elements detrimental to plants.
2. The Contractor shall obtain water meeting the above standard at no additional cost to the Owner.
3. Arrange for watering by use of irrigation system, water trucks, water tanks, water trailers, hydrants, hoses, sprinklers, etc. If such water is not available at the site, provide such satisfactory water from off-site sources at no additional cost to the Owner.

2.03 Sod

- A. Sod shall be live fresh, uninjured, matted with roots, and sufficiently thick to at time of planting to provide and promote continuous growth of a thick dense stand of grass. Is shall have a soil mat of sufficient thickness adhering to the roots to withstand all necessary handling. Is shall be reasonably free of weeds and other grasses and planted as soon as possible after harvesting. All sod shall be certified as being free of the weed Tropical Soda Apple (*Solanum viarum*) and remain free until Final Acceptance.

It shall be kept shaded and moist until the time of planting, but in no case will sod that has been harvested for more than 72 hours be approved for planting on the project. Sod shall be laid in a "checker board" pattern. Sod shall be commercially cut in rectangles 12" X 24" or larger.

- B. All sod areas shall be rolled and watered to ensure good root to soil contact.

2.04 Plant Material

- A. The words “Plant Materials” or “Plants” refer to and include trees, shrubs, ground cover, ornamental grass, or herbaceous materials.
- B. Plant species shall conform to those indicated on the plans and in the specifications. All plants shall be graded Florida # 1 or Better as defined in the Grades and Standards for Nursery Plants, 2015
- C. Plants shall be sound, healthy, vigorous, free from plant diseases, insects or pests and their eggs, and shall have healthy, normal growth, and non-circling root systems. Tree trunks shall have the specified caliper, be straight with no cuts, scrapes, or scars. Unless specified otherwise by the Project Manager, all plants shall have the specified clear trunk height.
- D. The root flare and origination of the first major root from the trunk must be 2” above finish grade and visible for inspection. If not, the tree will be rejected.
- E. Plants with the exception of “cigar cut” palm trees, shall not be pruned prior to delivery except as approved by the County.
- F. All shrubs and ground covers are required to be container grown. Trees are required to be one of the following:
 - 1. Container Grown:
 - a. Trees grown in plastic containers shall be well established in the container; roots must be full to the bottom of the container without being root-bound. Minimum container size guidelines will follow those established by the Grades and Standards. Plants that are root bound or that have circling roots will be rejected.
 - 2. Field Grown:
 - a. Trees shall have the appropriate root ball based on the tree diameter and height as established in the Grades and Standards. Field grown plants shall be root pruned and hardened off (pre-dug) a minimum of 6 weeks before delivery and shall have new root growth evident. Root balls of field-grown trees must be intact and protected from desiccation with black plastic wrap. Trees with synthetic burlap will not be accepted.
 - 3. Collected plants shall not be used unless specifically called for in the specifications or approved in writing by the County. The type, size, and availability of specific species will be the basis of selection of all collected plants.

2.05 Fertilizer

- A. All plants shall be fertilized six weeks after planting with a complete granular fertilizer, containing 30% - 50% slow-release nitrogen, at a rate of one pound of nitrogen per 1,000 square feet of mulched bed area. Specific formula will be based upon laboratory testing results and recommendations.
- B. Turfgrass fertilizer shall be granular 16-4-8 analysis, 50% slow-release. Applied at the manufactures recommended rate.
- C. Application of minor elements may be required to adjust pH. Laboratory reports shall identify deficiencies and recommend treatment. All applications shall be applied according to recommended rates and frequency, independent of fertilization.

2.06 Herbicide Post and Pre-Emergent

- A. Herbicides and their use shall comply with applicable federal, state, and local laws, including licensing requirements.
 - 1. Post-emergence or contact herbicides shall be approved by the County before application. Upon approval, all applications shall be applied in accordance with the manufactures rate and specifications.
 - 2. Pre-emergence herbicides shall be approved by the County before application. Upon approval, all applications shall be applied in accordance with the manufactures rate and specifications. All bed areas shall be treated before mulch application.

2.07 Mulch

- A. All planting bed areas and tree rings shall receive a uniform 3" layer of settled County approved mulch.
 - 1. Pine Straw: Pine straw mulch shall not contain greater than 10% debris, such as sticks and weeds. Pine straw shall be certified free of noxious weeds, seeds, and spores.
 - 2. Medium Rustic Pine Bark Nuggets: Nuggets shall be between 1 ½" to 3" in size with less than 10% fines. Bark shall be free from debris, noxious weeds, seeds, and spores.
 - 3. Designer Mulch: Mulch shall be composed of shredded recycled pallets and pure wood. Mulch shall have a medium texture with a particle size of 1" to 3" with less than 10% fines. It shall be uniform in content and texture. Color to be uniform throughout, and be guaranteed for a minimum period of nine (9) months. Mulch shall be free from debris, noxious weeds, and seeds.
 - 4. Florida Landscape Mulch: Mulch shall be composed entirely of shredded plant material, such as hardwoods and palms. It shall not contain any non-plant material such as paper, lumber, or plastic. Cypress mulch shall not be included in the Florida Landscape Mulch.
 - 5. Melaleuca Mulch: Mulch shall be made entirely from wood and bark of the Melaleuca quinquenervia tree. Mulch shall not contain more than 10% bark by volume. Particles shall be between ¾" and 1 ½". Mulch shall be free from debris, noxious weeds, and seeds. Mulch shall be certified free from Burrowing Nematodes.
 - 6. Organic Lee Compost. Consists of processed yard waste and biosolids by Lee County Solid Waste.

2.08 Staking

- A. Stake plant materials in a vertical position as specified and detailed to assure root stability, not to support weight of canopy.
 - 1. Staking methods may vary, see plan details.
 - 2. County may consider alternative methods based upon Contractor's request, tree sizes, and site conditions.

PART III EXECUTION

3.01 General

- A. The Contractor's work shall conform to the highest standard of professional horticultural practices as used in the trade, unless specifically directed to the contrary by the contract documents or by the County.
- B. Prior to beginning work the entire project shall be video taped by the Contractor and a copy ready for viewing on a CD or USB digital device shall be submitted to the Project Manager. Care shall be taken to carefully document the entire site. In case of controversy, the video will be used as the basis for determining all pre-existing conditions. Lack of video evidence may be in the favor of the County.
- C. Site storage shall be approved by the County. The use of County right-of way will be evaluated and approval given on a case by case basis. The site shall be video recorded by the Contractor and a copy submitted to the Project Manager. Care should be taken to carefully document the entire site. In case of controversy, the video will be used as the basis for determining any pre-existing conditions; lack of evidence may be in the favor of the County. The storage of plants at the site shall be in a manner that does not constitute a hazard to pedestrians or the traveling public.
- D. Plants shall be protected upon arrival at the site by being thoroughly watered. Deliver plants after soil preparations for planting are completed and after finish grading is approved by the County Representative. Plant all plants immediately. If planting is delayed for any reason, place plants in an approved area and protect from wind, drying and damage. Keep root balls irrigated and moist at all times. The Contractor will assume

responsibility for all plants, materials, supplies, equipment, tools, and all other items at the job site until final acceptance by the Owner.

- E. No excavated areas shall be left open without prior approval, proper identification, and adequate protective safety equipment in place. Safety equipment for sites less than 3" shall be 36" cones with reflective bands, sites greater than 3" shall be protected with lighted barricades; both shall conform to the M.U.T.C.D.
- F. The Contractor shall keep the job site free from accumulation of waste material, soil, and any other debris associated with the work. The Contractor shall remove all excess soil and associated debris from the site on a daily basis. Soil or piles of debris left on site overnight shall be delineated with lighted barricades. All items must be disposed of in a lawful disposal site at no additional cost to the County. Should the Contractor fail to keep the site in a satisfactorily clean condition, the Owner reserves the right to hire appropriate personnel to perform clean-up work and charge the Contractor for all costs incurred.
- G. During construction, the Contractor shall be responsible for lawn maintenance within the limits of the project as identified on the plans. Project Manager to verify limits. Sod shall be maintained at a height of no more than six (6") inches. Contractor shall be responsible for keeping all other weed and grass vegetation to a height of no more than six (6") inches by trimming, edging, mechanical, or chemical control approved by the Project Inspector.

3.02 Planting Area Preparation

- A. Should overhead or underground wires or obstructions be encountered which may interfere with the specified plantings, alternate locations or plan modifications shall be selected and approved by the Project Manager at no additional cost to the County.
- B. Before digging pits or beds, the location and arrangement of the plant material and beds shall be staked, marked, and approved by the Project Manager. Beds may be marked with a fluorescent paint. Trees and palms shall be staked with a surveyor's stake or equivalent. Contractor is responsible for moving any plants installed without prior approval, at no cost to the County. Staking shall conform to the plant list, specifications, plans, and details. Shrubs shall be placed in true straight lines and evenly spaced as specified. Ground covers shall be triangular spaced.
- C. The County reserves the right to relocate/reposition plants as site conditions may dictate during construction.
- D. All planting areas shall be stripped of all grass, weeds, trash, and contaminants.
- E. Planting beds shall be prepared according to planting details and with adjustments required as a result of the compaction/percolation and soil testing. Planting beds containing inferior or compacted soil not meeting requirements for planting soil backfill set forth herein must be loosened with a subsoiler as stated below. The finished grade of the soil shall be 4" below the top of curbs to accommodate the layer of mulch and leveled to at or slightly below top of curb
- F. If findings of the compaction/percolation and soil testing do not warrant the removal of all soil as prescribed herein, the Contractor shall present to the County for approval an alternate plan to bring the soil and planting areas into compliance with the plan details, and contract specifications at no additional cost.
- G. In all tree planting areas with compacted soils, a sump shall be included for drainage. The sump hole shall be off center of the tree pit 12" in diameter, and to the depth of the poorly drained soil or 48" below the bottom of the planting hole, whichever is greater. Backfill the sump hole with coarse sand or gravel as approved by the Project Manager.

- H. All beds shall be treated with an approved pre-emergent herbicide
- I. Soil piles, plants, mulch, equipment, materials, supplies, etc. shall not be placed within the right-of-way in a manner that will block motorist visibility.
- J. Contractor shall utilize a subsoiler to loosen the existing soil to a minimum depth of 18" and a maximum depth of 24" in order to break up any compaction that has occurred as a result of the construction process. Once the soil is subsoiled, a 3"-4" layer of organic matter should be added and thoroughly mixed and aerated with a tiller, rotovator or disk to reduce compaction and mix the soil so that it will percolate better and allow for good, stable, root growth and water penetration. If new soil is to be added to the site, first subsoil the existing soil before adding sandy loam soil of not more than 10% organic content and less than 10% clay particles. Install a drainage sump under each tree as shown on the details to a depth of the poorly drained soil and into the native uncompacted soil or sand for drainage.

3.03 Plant Installation

- 1. Prepare Planting Hole to ANSI 300 Standards.
- 2. Install Tree Stump per planting detail.
- 3. Remove excess soil from top of rootball, exposing root flare and upper most roots.
- 4. Place rootball in the hole and straighten plant, insuring the root flare and top root of the rootball is at least 2" above finished grade.
- 5. Balled and burlapped material:
 - a. Remove burlap and twine/rope from trunk and top of rootball.
 - b. Gently remove all non-biodegradable material from the rootball and plant.
 - c. Wire baskets: gently bend down or remove wire from top of rootball and where it is below finish grade.
- 6. container material:
 - a. Make 3 to 6 vertical slices to the inside of the rootball adjacent to the trunk.
 - b. Make complete slices parallel to the sides of the rootball, 1" - 2" from the edge of the rootball and completely around the perimeter of the rootball.
- 7. Backfill 25% of the hole depth. water and tamp in while maintaining the plant in a vertical position.
- 8. Backfill an additional 25% of the hole depth. water and tamp in while maintaining the plant in a vertical position.
- 9. Backfill the rest of the hole to the top of the rootball and thoroughly water in, maintaining the plant in a vertical position.
- 10. Add 3" of the specified mulch from the perimeter of the rootball to the dripline, curb, bed demarcation line or as noted on the plans.
- 11. Any deviation from the above process or improper handling will not be considered as industry standards and will be cause for rejection of work.
- 12. Only plants with properly pruned root systems will be accepted.
- 13. Balled and burlapped trees must have their canopy properly hardened-off for acceptance.
- 14. Trees with center stakes will not be accepted.

3.07 Staking

- A. Stake plant material in a vertical position, and as specified and detailed, to assure root stability.
- B. Prevent plants from falling, leaning or being blown over. Re-straighten and replant all plants to maintain a vertical position. Replace all plants that are damaged due to improper staking at no additional cost to the county.
- C. All staking materials are to be removed when the plant material becomes established. The County will notify the contractor when establishment occurs. The contractor will remove staking materials within 14 days after notification from the Project Manager.

3.08 Maintenance

- A. Maintenance shall commence on the Notice-to-Proceed date and shall continue until Substantial Completion of the landscape and irrigation installation. After Substantial Completion, the maintenance period shall commence.
- B. All maintenance operations and schedules shall be consistent with Section Four - Site Maintenance. Plant and turf maintenance shall include watering, mowing, pruning, weeding, spraying, fertilizing, cultivating, mulching, repair of staking materials, replacement of dead or unhealthy plants, resetting plants to proper grade and vertical upright position, restoration of tree rings, litter removal and all other care required for to maintain Florida #1 quality and vigorous growth. Proper protection of lawn areas shall be provided and any damages resulting from planting or maintenance operations shall be repaired promptly by the Contractor at no additional cost to the County.
- C. During construction the Contractor shall be responsible for turfgrass maintenance within the limits of the project. Verify the limits on the plans. Sod shall be maintained at a height of three to four inches (3" - 4"). Contractor shall be responsible for keeping all weeds and grass at a height of three to four inches (3" - 4") by trimming, edging, mechanical or chemical control.
- D. The Contractor shall water all plant materials to ensure optimum growth. The contractor will be responsible for monitoring climate and plant moisture conditions, and adjusting watering rates. Plant health shall be the responsibility of the Contractor. Plant moisture shall be maintained at optimum levels for plant growth.
- E. The following water use guidelines have been established for Contractor bidding, and shall be considered only as an estimate of water need. Depending on climate, soil, and plant conditions, the Contractor shall adjust his watering schedule and amount per application, to meet optimum plant growth conditions. The Contractor may install a temporary irrigation system, the Contractor is responsible for any necessary permitting, ascertaining the location of all utilities so that proper precautions may be taken not to disturb or damage any of these elements or improvements. The Contractor shall properly maintain and protect existing utilities and repair all items damaged by this work at no additional expense to the owner. When using a watering truck to apply water from travel lane, the Contractor shall provide an approved arrow board and traffic control plan in order to minimize the hazard of a slow moving vehicle in the travel lane. The Contractor shall submit a watering schedule to the Project Manager for approval when watering by truck. Watering must be done in a manner that will affect traffic the least.

Size of Nursery Stock	Irrigation Event Schedule
< 2 inch caliper	daily for 2 weeks; every other day for 2 months; weekly until established
2 - 4 inch caliper	daily for 1 month; every other day for 3 months; weekly until established
> 4 inch caliper	daily for 6 weeks; every other day for 5 months; weekly until established

Notes on Irrigation:

1. Omit daily irrigation when planting in winter.
 2. Irrigation frequency can be reduced slightly (e.g. 2-3 times each week instead of every other day) when planting hardened-off, field-grown trees that were root-pruned during production.
 3. Establishment takes 3-4 months per inch of trunk caliper. Irrigate in drought.
 4. During each irrigation event, apply 1-1.5 gallons of water per inch of caliper to the rootball.
 5. Make two watering applications during each irrigation event, 8-12 hours apart, typically near dawn and dusk.
 6. Apply water in a manner so that all water soaks into the rootball. Do not water if rootball is wet or saturated on the irrigation day.
 7. Frequency and the number of applications will vary due to climate, soil, and plant conditions. Less water may be used during wet, cool periods, whereas more water may be used during hot, dry periods. Contractor shall adjust as needed for optimum plant health.
- F. Damage resulting from erosion, gullies, washouts or other causes shall be repaired by the Contractor by filling with topsoil, tamping, grading, and re-stabilizing areas, at no additional cost to the County.
 - G. When inspected landscape work does not comply with these requirements, replace rejected work within 7 calendar days or perform rejected maintenance activities as directed by the Project Manager, and continue specified maintenance until Final Completion.

3.09 Guarantee and Replacement

- A. All work shall be guaranteed for a period of twelve (12) months from the date of Substantial Completion for the landscape and irrigation installation. All plants shall be alive and exhibit satisfactory growth rates and Florida #1 or better quality throughout the guarantee period. If at any time during the maintenance period, substandard or dead trees and plants are identified by the County, said materials shall be replaced by the Contractor within fourteen (14) calendar days of notification, at no cost to the County.
- B. Guarantee includes replacement of materials lost, damaged, or destroyed by any cause including Acts of God, until Substantial Completion. Upon Substantial Completion of the landscape and irrigation installation, the guarantee will exclude loss, damage, or destruction of materials caused by vandalism, vehicles, or acts of God. All vandalism and accidents must be reported immediately upon knowledge of such to the Owner.
- C. Contractor shall notify the County in writing thirty (30) calendar days prior to expiration of the one year guarantee period, and said period shall be continued until such time as written notification is received.
- D. At the end of the guarantee period, the Contractor and the County will make an inspection. All plants that are dead or fail to meet the grade requirements initially specified or are otherwise considered in unsatisfactory condition, as determined by the County, shall be removed from the site and replaced within fourteen (14) calendar days, with approved plants meeting the original quality specifications.
- E. All plant replacements shall be plants of the same species and quality specified in the Plant List. Replacement plants shall be the same size as remaining plants that were installed during the installation phase of the project. Establishment and normal growth rate will be taken into account. Approved replacements shall be furnished and planted as specified at no additional cost to the County.
- F. All replacement plants shall be guaranteed for a period of one year from the date of their acceptance. A written agreement is required to be submitted by the Contractor documenting the additional guarantee.
- G. For Lee Tran you will need to supply five Bike Racks similar in style to the existing bike racks on site.

End of Section

SECTION FOUR - SITE MAINTENANCE

Part 1 - General

1.01 Scope

1. Landscape maintenance work consisting of providing all labor, materials, equipment, permits, and incidentals necessary to perform the following until Final Completion:
 - A. Landscape maintenance
 - B. Irrigation maintenance (optional)
 - C. Landscape repair and replacement (to be billed upon County approval, at unit price)
2. Work shall begin on the date of Substantial Completion of the Landscape and Irrigation Installation, Section Three of this contract.
3. Work in this section includes the on-going maintenance of all items installed by the Contractor under this contract as specified herein or as shown on the plans.

1.02 Protection

1. The Contractor shall submit a valid Commercial Restricted Pesticide License with the Right Of Way category, and a Commercial Pesticide Applicators License. These licenses shall remain valid throughout the entire contract period. Chemicals should be used only when all other alternatives have been exhausted. Protect all plants, wildlife, paved surfaces, and buildings during maintenance procedures and chemical application. Use chemicals and equipment in accordance with the manufacture label and recommendations. Submit MSDS sheets and sample labels for all chemicals including fertilizers, for approval, before application. Report immediately to the County's representative any damage caused by the use of equipment or application of chemicals, then repair or replace all damage. Apply chemicals only after 24 hours notice to the County representative. Apply chemicals at a time and in such a manner that vehicles, pedestrians, or the motoring public will not be in contact with, or have any real or imagined harm done to them by application.

1.03 Quality of Operation

1. Provide the maintenance services in a professional manner. During all maintenance work hours, provide a qualified and competent English speaking person on site who is authorized to supervise the maintenance operations and to represent and act for the Contractor.
2. All vehicles and trailers shall have the contractor's name and business telephone number clearly displayed during work hours.
3. Contractor shall have at least one (1) person on site at all times who have completed a National Safety Council Course on Work Zone Safety, and is certified. The individual must be able to show proof of certification upon request. Certification shall be submitted to the County Representative. Certification shall remain valid throughout the contract period.
4. Contractor's personnel shall wear appropriate apparel including high visibility safety vests at all times.
5. It shall be the Contractor's responsibility to maintain safe and efficient pedestrian and vehicular traffic flow through the designated work zone area. The Contractor shall adhere to the applicable federal, state, and local laws, ordinances and regulations. The Contractor shall maintain proper work zones in accordance with the State of

Florida, Department of Transportation Manual on Traffic Control and Safe Practices for Streets and Highway Construction and Utility Operations and the Manual on Uniform Traffic Control Devices (M.U.T.C.D.)

1.04 Schedule

1. Provide to the County's representative a complete schedule that includes all work to be done such as pruning, watering, litter removal, herbicide and fertilizer applications, mulching, and soil samples. Contact the County's representative and confirm the monthly work schedule. Notify the County Representative within 24 hours of schedule changes.

1.05 Reporting, Inspection and Checklist

1. The Contractor shall complete the Checklist provided by the County Representative, upon each site visit. Checklists shall be completed accurately, thoroughly, signed and dated, and emailed to the County Representative within twenty-four (24) hours of each site visit.
2. Inspections will be conducted at the request of the County Representative and scheduled within two (2) working days of request.

PART II - Products

2.01 Landscape Maintenance Materials, Water and Replacement Plants

1. General: Maintenance materials shall meet or exceed the original quality specified in the original contract documents for the project unless otherwise noted. Submittals of samples and labels are required before use.
2. Water: Use water free from elements toxic to plant or animal life. Obtain water from approved sources. Do not use County retention ponds as water source unless approved by Project Manager.
4. Replacement Plants: Conform to the type, species, and grade standard of the original contract. Replacement plants shall be sized to match existing plants. Replacement plants, which are smaller or otherwise differ from the original plants, must have the prior approval of the Project Manager.

Fertilizers and Micronutrients:

GRANULAR FERTILIZER—8-2-12-4 MIX:

TOTAL NITROGEN (N).....	8.00% (100% SLOW RELEASE)
PHOSPHATE (P2O5)	2.00%
POTASH (K2O).....	12.00% (100% SLOW RELEASE)
MAGNESIUM (MG).....	4.00% (100% SLOW RELEASE)
MANGANESE (MN).....	2.00% +/- .5%
BORON (B).....	0.10-0.15% (SLOW RELEASE)
Iron (FE).....	2.00% +/- .5% (if cheleated forms not used)

2.03 Mulch

1. Mulch shall be the same type and quality originally specified in the contract unless otherwise directed by the Project Manager.

During each visit any foreign material, shall be removed from all mulch beds.

Mulch refers to any mulching product required in the beds of the project locations, for example, Pine Nuggets, Flori Mulch or Pine Straw. The vendor will refresh the beds under this project with the type and quality of mulch on site or as prescribed by the Manager of Transit Facilities or Designee. Lee Tran reserves the right to substitute mulch type at any time during the contract. All of the beds must be refreshed and maintained throughout the year wherever necessary.

All project sites will be fully mulched two times per year in November and again in May (Lee Tran only), depending on site conditions. The Manager of Transit facilities or Designee will decide if an area will be mulched or not as deemed necessary.

Mulch shall be applied to and kept to a level of at least 3" to 4". Mulch shall not be placed within three inches of the trunks of trees. Additional mulch shall be applied when deteriorated, at no additional cost to either Lee Tran or DOT. Deteriorated mulch shall be REMOVED and replaced when necessary at no additional cost to Lee Tran or DOT. All mulched areas are to be kept below the height of any adjacent bordering material such as curbs, walkways, driveways, lawns etc. so as to prevent mulch from running off onto surrounding areas.

All irrigation heads shall be visible (exposed) above the finished grade of the mulch.

Mulch shall be Grade B and must be done in a neat and orderly manner.

THE USE OF CYPRESS MULCH IS PROHIBITED BY COUNTY ADMINISTRATIVE CODE 5-9.

EDGING WHERE APPLICABLE

The Vendor shall edge all drives, beds, curbs, parking areas, walkways, fences, and/or any other area that can be edged, on each site visit. Edging shall be performed by using a mechanical edger. All sidewalks will be cleaned by the use of a leaf blower.

REMOVAL, HAULING AND DISPOSAL OF MATERIAL

The Vendor on a daily basis shall remove from walkways, drives, parking areas, roadways and curbs all materials resulting from maintenance of the area, to include: grass clippings, trimmings, dead plant material, debris, fallen fronds, and branches for Lee Tran.

All fallen branches and limbs as well as complete removal of dead plants shall be picked up and hauled away at no additional expense.

The Vendor shall in his own containers and at his own expense, remove and properly dispose of (not on County's right-of-way or property or the City's right-of-way or property) all waste materials described herein. Debris must be properly disposed of according to local codes and ordinances.

PAVEMENT & SIDEWALKS – CLEANING, SWEEPING & BLOWING

Parking areas, sidewalks & platforms shall be cleaned three (3) times per week with leaf blowers and or power vacuums. Cleaning will be done between the hours of 5:45 a.m. and 8:00 a.m. every Monday, Wednesday and Friday) for Lee Tran.

The Vendor shall remove all materials resulting from pavement cleaning, sweeping & blowing, to include, dirt, grass clippings, trimmings, dead plant material, debris, fallen fronds and branches.

PRUNING HEDGES, SHRUBS, GROUND COVER

The Vendor shall keep all hedges, shrubs and ground cover trimmed so as to present a neat, well kept appearance. The Vendor shall keep all coconuts & palm fronds cleaned out of the ground areas serviced under this quote.

Fallen branches and limbs in the areas serviced under this quote shall be picked up hauled away at no additional expense.

Complete removal & replacement of dead plants will be the Vendors responsibility at Vendor's own expense.

Remove all diseased or damaged wood and or branches and haul away such pruning's at the vendor's expense.

SPRINKLER HEADS

The Vendor must inspect the sites under this contract to locate the areas where there are sprinkler heads. The Vendor shall maintain proper operating conditions around all sprinkler heads, keeping the grass, mulch and or foliage from growing over the sprinkler heads.

Any damage to the sprinkler system must be reported to the Manager of Transit Facilities or designee. Such repairs will be at the Vendor's expense (If caused by the Vendor's landscape maintenance crew. Lee County will make such repairs as necessary and deduct from payments due).

IRRIGATION (Lee Tran)

The Vendor shall manage the scheduling and operation of the existing automatic irrigation systems. Irrigation schedules shall be coordinated between the Vendor and Lee County so as to provide for optimum growing conditions for plants and the convenience of the facility users. Soil moisture meters will be utilized to monitor irrigation effectiveness and irrigation will be adjusted accordingly.

Generally the irrigation system will provide one (1") inch water/per week on an alternate day schedule during the dry season and shall be run as needed in wet season. Lee County shall recognize all watering bans or restrictions as may be in force.

PEST CONTROL AND FERTILIZATION

The Vendor shall be responsible for chemical application required for fertilization, pest control and weed control to the contracted areas, at the Vendor's expense. Personnel applying pest control chemicals must be properly trained and licensed for such application. A copy of that license must be submitted with this bid.

Shrubs, vines, hedges and ground cover shall be fertilized with a complete fertilizer two (2) to four (4) times per year depending on type of fertilizer (slow release, etc.).

Pest control for turf and foliage will be on an as needed basis for all insects such as, but not limited to, chinch bugs, crickets, mole crickets, ants, grub worms, white flies, etc. Pest control will also include any type of infestation of the foliage.

WORK AREA AND RESTROOM PRIVILEGES

The Vendor will provide access to parking, restrooms, and water supplies. This will be coordinated with the Manager of Transit Facilities or designee.

The Vendor's employees will not loiter inside of public buildings or otherwise become a nuisance.

PLANTERS

Any outside planters in and around the contracted area will be included in this Contract.

OUTSIDE TRASH RECEPTACLES

The maintenance and emptying of outside trash receptacles will not be included in this contract. The janitorial contractor will maintain trash receptacles.

ADDITIONAL TARGETED SPECIFICATIONS

- 1) Edging and String Trimming
 - a) Hard blade edging will be used along concrete edges in entry area
 - b) No plant, tree, or palm material will be damaged by string trimmers.
 - c) Ground cover encroachment onto trees will not be allowed
- 2) Shrubs
 - a) Will be trimmed 6 times during the first year. In subsequent years 10-12 times will be normal.
 - b) Trimming must employ techniques to encourage full foliage to the ground when desirable
 - c) Hedge lines should not undulate across the top or along the sides.
 - d) All trimmed edges and corners should be rounded
 - e) Ornamental fertilizer will be applied three times per year
 - f) Pesticides will be applied whenever needed in response to weekly inspections.
 - g) All ornamental grasses will be kept at a reasonable height as not to impede upon signage, curbs or walkways.
- 3) Trees
 - a) Pruning at 12' and below will be performed as needed.
 - b) Pruning at 12' and higher will be performed by an additional contracted vendor
 - c) All trees will be fertilized three times per year
 - d) Any required White Fly treatments are included in this contract.
- 4) Palms
 - a) Palms fronds and flowers whose base is at or below 12' will be pruned twice per year if those fronds are dead, dying, or below horizontal.
 - b) All palms will be fertilized with all recommended macro and micro-nutrients three times per year, except for Sabal Palms will be fertilized only once
- 5) Clean Up and Safety
 - a) All sidewalks and pavers will be blown free of debris and removed
 - b) Parking lots will also be blown off to the extent practical without damaging vehicles
 - c) All trash will be removed from turf and bed areas and disposed of off site
 - d) All significant landscaping debris will be removed from the property
- 6) Bed Care
 - a) Chemical or hand pulling will be employed upon every visit to the site.
 - b) We will remove palms and other plant material that "volunteer" in a planting bed
 - c) Edges of beds will be trimmed regularly to retain original shape
 - d) Fence lines will be sprayed with herbicide regularly to keep weeds and grass from growing there
 - e) Apply Fire Ant pesticide as needed

- 7) Mulch (Priced separately within contract)

- a) Two major applications of mulch should be applied each year if requested.

8) Irrigation Services

- a) A thorough wet check of all components of the irrigation system will occur monthly
- b) Wet checks will include checking all components for full functionality including wiring, controllers, valve, heads, spray patterns, coverage, zone start times, and zone length times.

2.04 Herbicides, Insecticides and Fungicides

1. Use herbicides; post-emergent and pre-emergent, selective or nonselective, contact or systemic, recommended for the control of the type of weeds encountered. Herbicides shall be EPA approved

2. Insecticides and Fungicides shall be EPA approved.

PART III - EXECUTION

3.01 Landscape Maintenance

Maintain all sod and plantings in a healthy, vigorous and attractive condition. Plant materials shall maintain a Florida #1 quality grade throughout the contract period. Landscape maintenance contractor will provide all labor, materials, equipment, permits, and incidentals necessary to perform the following:

Mowing: (DOT)

Mow all sod areas at a height of three to four inches (3"-4") with a rotary mower. Mowing consists of twenty-one (21) cycles: biweekly in the peak growing months of March through November and at a 3-4 week frequency in the months of December through February, as needed to maintain an attractive, even sodded area. Please refrain from mowing sod clippings into the tree rings where possible. Avoid damage to the tree rings. Mowing wet grass or operating with dull blades shall be avoided. The County reserves the right to add or eliminate a cycle. The county shall contact the Contractor a minimum of one (1) week ahead of scheduled cycle for cancellation. If the Contractor feels that an extra mowing is warranted please notify the Project Manager immediately. Any extra mowing charges submitted without prior approval will be denied.

Mowing and Edging Clean-up:

Roadway, curb and gutter, sidewalk and bike paths shall be blown free of clippings in conjunction with mowing and edging events. Do not leave large clumps of grass clippings in the mowed areas, roadways or on sidewalks. All curbs are to be cleaned of debris with each visit to the site. Failure to comply can result in a short pay and fines levied by Lee County Natural Resources.

Litter Pick-up and Debris Removal:

Clean-up all litter, palm fronds and dead plant/tree material in tree rings and bed areas within the project limits during each site visit. Litter and debris shall be removed, and disposed of at a County approved disposal site. No litter shall be left on site after the Contractor departs the site and there will be no additional cost to Lee County for litter and debris disposal.

Litter and Debris is defined as foreign items within the limits of the project such as but not limited to palm fronds, dead plant/tree material, paper, plastic, aluminum, metal, glass, and tires. etc. If an illegal dump is located (defined as: centralized piles of debris, construction materials or large items such as mattresses, or household appliances) within the

limits of the project, the contractor is to contact the Project Manager and report the event. The contractor will not be held responsible for the cleanup of illegal dumping.

Edging:

Edge every cycle. Edging shall be performed with rigid blade edging equipment or manual hand edger leaving a clean straight edge no more than 1" back from curbs, walks, buildings, tree rings, or bed areas. Weed eaters shall not be used for trimming or edging purposes particularly around the trees.

Tree rings and bed areas shall be repaired and restored when disturbed by the mowing function or by irrigation washouts, at no additional cost to the County

Weeding and Weed Control

Landscaped beds and mulched areas within the ROW shall be weed-free. Remove weeds and grasses from around and near all sign posts, utility poles, guy wires, benches, fence lines, guardrails, or any other obstructions within the limits of the project.

When mowing of sod falls within scope of service, all curbing, bull noses and gutter are to be weed-free. When sod maintenance is not included, curbing, guttering, and bull noses contiguous with mulched areas shall be weed free.

Weeding may be done mechanically with weed eaters, by hand-pulling or chemically with non-selective herbicides (to be approved by the Manager of Transit Facilities or Designee or Project Manager for DOT). Weeds in mulched areas that obtain a height of six inches (6") shall be hand-pulled and disposed of offsite.

NOTE: IF A CONCRETE SIDEWALK OR BULLNOSE AREA IS WITHIN YOUR AWARDED SECTION THAT AREA MUST BE KEPT WEED AND DEBRIS FREE. IF THIS AREA IS NOT MAINTAINED WE WILL DEDUCT PAYMENT FROM YOUR INVOICE.

Weed Control:

Apply preventive weed control as necessary using chemical means to prevent weeds and undesirable grasses. If there is a transition zone (see detail sheet) it must be maintained to no more than six inches (6") by the Contractor with the use of chemical herbicides.

Ant Control:

Treat mounds as they appear. All inactive mounds shall be leveled to match existing grade.

Pruning:

Groundcovers and shrubs shall be pruned to maintain a neat and aesthetically pleasing appearance. In areas where plants have the potential to interfere with the driver's line of sight, plants shall be maintained to meet the requirements of FDOT Standards. All sucker growth shall be removed during each visit. Do not apply Round-up (or equivalent) onto sucker growth, this must be mechanically removed.

Understory largely overgrown shall be restoration pruned once annually at the discretion of the Project Manager and per his/her specifications.

Trees shall be structurally pruned annually to promote proper growth habits under the direction and discretion of the Project Manager, per Best Management Practices and ISA Standards.

Tree staking and tree ring maintenance:

Restore tree rings as needed, tighten and repair staking, reset trees, shrubs and palms to the proper grade or vertical position as needed and as specified herein. If mowers damage tree staking supports it shall be the contractor's responsibility to make the necessary repairs at the contractors cost. Staking shall be removed at the discretion of the Landscape Maintenance Supervisor.

Fertilizing:

Granular fertilizer with a formulation of 8-2-12-4 slow release shall be applied at a rate of ½ lb. per inch diameter for trees and shrubs three times annually. Bahia sod will not be fertilized.

Disease and Insect Control:

Disease and Insect control (on plants, shrubs and trees) shall be addressed by the contractor as needed or requested by the Landscape Supervisor. Control shall be addressed in a timely manner to control the infestation.

Removal of Palm Fronds

All Palm Fronds must be removed by the vendor. We have many different types of palms such as Royals, Cabbage, Coconut etc. Please dispose of the palm fronds whenever necessary on every visit.

Watering

Plants shall be watered as necessary to achieve optimum establishment and maintain Florida #1 quality.

Water Use Guidelines

1. Trees: At each application, apply a minimum of 1-1.5 gallons of water per caliper inch. Water shall be applied in a slow soaking application.
2. Palms: Fill trees rings, and allow water to soak in, and then slowly refill. Procedure shall be followed at each application.
3. Shrubs and Ground Cover: Apply water at the rate of one inch per application.

Size of Nursery Stock	Irrigation Event Schedule
< 2 inch caliper	daily for 2 weeks; every other day for 2 months; weekly until established
2-4 inch caliper	daily for 1 month; every other day for 3 months; weekly until established
> 4 inch caliper	daily for 6 weeks; every other day for 5 months; weekly until established

4. Damage resulting from erosion, gullies, washouts or other watering causes shall be repaired by the Contractor by filling with topsoil, tamping, grading, re-stabilizing, and re-mulching areas, at no additional cost to the County.

Landscape Repair

1. All repairs shall be made within seven (7) days. Repairs and plant and material replacements required due to vandalism, vehicular damage or any other event not the responsibility of the Contractor shall be done at the contract's unit price. It is the Contractor's responsibility to notify the County's Representative of all damage immediately upon discovery. Authorization is required before work being performed. The site shall be restored to match the adjacent undamaged areas.

Guarantee and Replacement

1. All work shall be guaranteed for a period of twelve (12) months from the date of Substantial Completion. All plants shall be alive and exhibit satisfactory growth rates and Florida #1 grade or better quality throughout the guarantee period. If at any time during the maintenance period, substandard or dead trees and plants are identified by the County, said materials shall be replaced by Contractor within fourteen (14) calendar days of notification, at no cost to the County.
2. When inspected landscape work does not comply with these requirements, replace rejected work within seven (7) calendar days, or perform rejected maintenance activities as directed by Landscape Supervisor.
3. The Contractor shall notify the County in writing thirty (30) calendar days before expiration of the guarantee period, and said period shall be continued until such time as written notification is received.
4. At the end of the guarantee period, the Contractor and the Project Manager will make an inspection. All plants that are dead or fail to meet the grade requirements initially specified or are otherwise considered in unsatisfactory condition, as determined by the County, shall be removed from the site and replaced within fourteen (14) calendar days, with approved plants meeting the original quality specifications.
5. All replacements shall be plants of the same species and quality specified in the Plant List. Replacement plants shall be same size as remaining plants that were installed during the installation phase of the project. Establishment and normal growth rate will be taken into account. Approved replacements shall be furnished and planted as specified with no additional cost to the County.
6. All replacement plants shall be guaranteed for a period of one year from the date of acceptance. A written agreement is required to be submitted by the Contractor documenting the additional guarantee.

END OF SECTION

End of Scope of Work and Specifications Section

REQUIRED FORMS

INVITATION TO BID

These forms are required and should be submitted with all submissions. If it is determined that forms in this selection are not applicable to your company or solicitation they should be marked "N/A or Not Applicable" across the form in large letters and returned with your submission package. **Note:** If submitting via hard copy the original must be a manually signed original. Include additional copies, if specified, in the Solicitation documents.

Form # Title/Description

1 *Solicitation Response Form*

All signatures must be by a corporate authorized representative, witnessed, and corporate and/or notary seal (as applicable.) The corporate or mailing address must match the company information as it is listed on the Florida Department of State Division of Corporations. Attach a copy of the web-page(s) from <http://www.sunbiz.org> as certification of this required information. Sample attached for your reference.

Verify that all addenda and tax identification number have been provided.

1a *Bid/Proposal Form*

This form is used to provide itemization of project cost. A more detailed "schedule of values" may be requested by the County

1b *Business Relationship Disclosure Requirement* (as applicable)

Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. If this **disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12) (b), FL § (1983))** to be completed and **returned with solicitation response**. **It is the Bidder's responsibility to request form and disclose this relationship, failure to do so could result in being declared non-responsive.**

NOTICE: UNDER THE PROVISIONS OF FL § 112.317 (1983), A FAILURE TO MAKE ANY REQUIRED DISCLOSURE CONSTITUTES GROUNDS FOR AND MAY BE PUNISHED BY ONE OR MORE OF THE FOLLOWING: IMPEACHMENT, REMOVAL OR SUSPENSION FROM OFFICE OR EMPLOYMENT, DEMOTION, REDUCTION IN SALARY, REPRIMAND, OR A CIVIL PENALTY NOT TO EXCEED \$5,000.00.

2 *Affidavit Certification Immigration Laws*

Form is acknowledgement that the Bidder is in compliance in regard to Immigration Laws.

3 *Reference Survey*

Provide this form to a minimum of three references. This form will be turned in with the bid or proposal package.

1. **Section 1:** Bidder/Proposer to complete with reference respondent's information prior to providing to them for their response. (This is **not** the Bidder/Proposer's information.)
2. **Section 2:** Enter the name of the Bidder/Proposer; provide the project information that the reference respondent is to provide a response for.
3. The reference respondent should complete **"Section 3."**
4. **Section 4:** The reference respondent to print and sign name
5. A **minimum of 3 reference responses** are requested to be returned with bid or proposal package.
6. Failure to obtain reference surveys may make your company non-responsive.

4 *Negligence or Breach of Contract Disclosure Form*

The form may be used to disclose negligence or breach of contract litigation that your company may be a part of over the past ten years. You may need to duplicate this form to list all history. If the Bidder has more than 10 lawsuits, you may narrow them to litigation of the company or subsidiary submitting the solicitation response. Include, at a minimum, litigation for similar projects completed in the State of Florida. Final outcome should include in whose favor the litigation was settled and was a monetary amount awarded. The settlement amount may remain anonymous.

If you have **no litigation**, enter **"None"** in the first **"type of incident"** block of the form. Please do not write N/A on this form.

5 *Affidavit Principal Place of Business*

Certifies Bidder's location information. Local Vendor Preference and Location Point values are excluded when prohibited by grant or funding source. (In such cases form will be informational only.)

6 *Sub-Contractor List* (as applicable)

To be completed and returned when sub-contractors are to be utilized and are known at the time of the submission.

7 *Public Entity Crime Form*

Any person or affiliate as defined by statute who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid or a contract to provide any goods or services to the County; may not submit a bid on a contract with the County for the construction or repair of a public building or a public work; may not submit bids or leases of real property to the County; may not be awarded or perform works as a contractor, supplier, subcontractor, or consultant under a contract with the County, and may not transact business with the County in excess of \$25,000.00 for a period of 36 months from the date of being placed on the convicted vendor list.

Bid/Proposal Label (Required)

Self explanatory. Please affix to the outside of the sealed submission documents.

Include any licenses or certifications requested (as applicable)

Local Business Tax Account (as applicable)

Pesticide License(s)

Bidder's responsibility to insure the Solicitation Response is mailed or delivered in time to be received no later than the specified opening date and time. (If solicitation is not received prior to deadline it cannot be considered or accepted.)

Form 1 – Solicitation Response Form

V09/12/2016

**LEE COUNTY**
SOUTHWEST FLORIDA**LEE COUNTY PROCUREMENT MANAGEMENT**
SOLICITATION RESPONSE FORM

Date Submitted: _____

Deadline Date: **12/20/2016**SOLICITATION IDENTIFICATION: **B170049KLC**

SOLICITATION NAME: Landscape Improvements for Rosa Parks for Lee Tran and for Delprado Blvd from Hancock Bridge Pkwy to Pine Island Rd. for DOT

COMPANY NAME: _____

NAME & TITLE: (TYPED OR PRINTED) _____

BUSINESS ADDRESS: (PHYSICAL) _____

CORPORATE OR MAILING ADDRESS: _____

☐ SAME AS PHYSICAL**ADDRESS MUST MATCH SUNBIZ.ORG**

E-MAIL ADDRESS: _____

PHONE NUMBER: _____ FAX _____

NOTE REQUIREMENT: IT IS THE SOLE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK LEE COUNTY PROCUREMENT MANAGEMENT WEB SITE FOR ANY ADDENDA ISSUED FOR THIS PROJECT. THE COUNTY WILL POST ADDENDA TO THIS WEB PAGE, BUT WILL NOT NOTIFY.

By responding to this sealed solicitation, the Bidder/Proposer makes all representations required by the instructions and further warrants and represents that: Bidder/Proposer has examined copies of all the solicitation documents and of the following addenda:

No. _____ Dated: _____	No. _____ Dated: _____	No. _____ Dated: _____
No. _____ Dated: _____	No. _____ Dated: _____	No. _____ Dated: _____

Tax Payer Identification Number: _____

(1) Employer Identification Number -OR- (2) Social Security Number:

**** Lee County collects your social security number for tax reporting purposes only**Please submit a copy of your registration from the website www.sunbiz.org establishing your firm as authorized (including authorized representatives) to conduct business in the State of Florida, as provided by the *Florida Department of State, Division of Corporations. (a sample is attached for your reference)*

- 1 **Collusion Statement:** Lee County, Fort Myers, Florida The undersigned, as Bidder/Proposer, hereby declares that no person or other persons, other than the undersigned, are interested in this solicitation as Principal, and that this solicitation is submitted without collusion with others; and that we have carefully read and examined the specifications or scope of work, and with full knowledge of all conditions under which the services herein is contemplated must be furnished, hereby bid/propose and agree to furnish this service according to the requirements set out in the solicitation documents, specifications or scope of work for said service for the prices as listed on the county provided price sheet or (CCNA) agree to negotiate prices in good faith if a contract is awarded.

2 Scrutinized Companies Certification:

Section 287.135, FL §, "Prohibition against contracting with scrutinized companies." Prohibits agencies from contracting with companies, for goods or services over \$1,000,000, that are on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, Scrutinized Companies that Boycott Israel List, have been engaged in a boycott of Israel, or been engaged in business operations in Cuba or Syria. The County reserves the right to review, on a case-by-case basis, and waive this stipulation if it is deemed to advantageous to the County.

As the person authorized to sign on behalf of Respondent, I hereby certify that the company identified above is in compliance with Section 287.135, FL §. I understand that submission of a false certification may subject company to contract termination, civil penalties, attorney's fees, and/or costs.

Form#1 – Solicitation Form, Page 2

- 3 Business Relationship Disclosure Requirement:** Sections 112.313(3) and 112.313(7), FL §, prohibit certain business relationships on the part of public officers and employees, their spouses, and their children. See Part III, Chapter 112, FL §, and/or the brochure entitled "A Guide to the Sunshine Amendment and Code of Ethics for Public Officers, Candidates and Employees" for more details on these prohibitions. However, Section 112.313(12), FL § (1983), provides certain limited exemptions to the above-referenced prohibitions, including one where the business is awarded under a system of sealed, competitive bidding; the public official has exerted no influence on bid negotiations or specifications; and where disclosure is made, prior to or at the time of the submission of the bid, of the official's or his spouse's or child's interest and the nature of the intended business. The Commission on Ethics has promulgated this form for such disclosure, if and when applicable to a public officer or employee.

If this disclosure is applicable request form "INTEREST IN COMPETITIVE BID FOR PUBLIC BUSINESS" (Required by 112.313(12) (b), FL § (1983)) to be completed and returned with solicitation response. It is the bidder/proposer's responsibility to disclose this relationship, failure to do so could result in being declared non-responsive.

☐ **Business Relationship Applicable (request form)**

☐ **Business Relationship NOT Applicable**

- 4** Disadvantaged Business Enterprise (DBE) bidder/proposer? If yes, please attach a current certificate.

Yes

No

ALL SUBMISSIONS MUST BE EXECUTED BY AN AUTHORIZED AUTHORITY OF THE BIDDER/PROPOSER. WITNESSED AND SEALED (AS APPLICABLE)

Company Name (Name printed or typed)

Authorized Representative Name (printed or typed)

Authorized Representative's Title (printed or typed)

Authorized Representative's Signature



(Affix Corporate Seal, as applicable)

Witnessed/Attested by:

(Witness/Secretary name and title printed or typed)

Witness/Secretary Signature

Any blank spaces on the form(s), qualifying notes or exceptions, counter offers, lack of required submittals, or signatures, on County's Form may result in the submission being declared non-responsive by the County.

Detail by Entity Name**Florida Profit Corporation**

Bill's Widget Corporation

Filing Information

Document Number 655555
FEI/EIN Number 5111111111
Date Filed 09/22/1980
State FL
Status ACTIVE
Last Event AMENDED AND RESTATED ARTICLES
Event Date Filed 07/25/2006
Event Effective Date NONE

Principal Address

555 N Main Street
Your Town, USA 99999
Changed 02/11/2012

Mailing Address

555 N Main Street
MYour Town, USA 99999
Changed 02/11/2012

Registered Agent Name & Address

My Registered Agent
111 Registration Road
Registration, USA99999
Name Changed: 12/14/2006
Address Changed: 12/14/2006

Officer/Director Detail**Name & Address**

Title P
President, First
555 AVENUE
Anytown, USA99999

Title V
President, Second
555 AVENUE
Anytown, USA99999



Lee County Procurement Management
BID/PROPOSAL FORM

Company Name: _____

Solicitation # **B170049KLC** **Solicitation Name** Landscape Improvements for Rosa Parks for Lee Tran and for Delprado Blvd from Hancock Bridge Pkwy to Pine Island Rd for DOT

Having carefully examined the “Terms and Conditions”, and the “Detailed Specifications”, all of which are contained herein, propose to furnish the following which meet these specifications.

Liquidated Damages (Construction) Liquidated damages of \$ **760.00** per calendar day(s) will be assessed to the contractor/vendor for each consecutive calendar day completion of the project or work is delayed.

Please include this page with your submission package.

Item #	Description	Unit of Measure	Quantity	Unit Cost	Total Cost
SECTION 1	LANDSCAPE AND IRRIGATION IMPROVEMENTS FOR LEE TRAN'S ROSA PARKS FACILITY				
1.	Florida Royal Palm	Each	26		
2.	Verawood	Each	1		
3.	Asian Jasmine	Each	376		
4.	Dwf. Fakahatchee	Each	211		
5.	Flax Lily	Each	245		
6.	Parsons Juniper	Each	57		
7.	Wild Coffee	Each	84		
8.	Green Island Ficus	Each	597		
9.	Queen Emma Crinum	Each	6		
10.	Sand Cordgrass	Each	370		
11.	Common Rush	Each	118		
12.	Pickrel Weed	Each	82		
13.	Mulch (Coco Brown)	Bags	1,668		
14.	Stone (Rip Rap size)	CY	5		
15.	Pavers	SF	1,635		
16.	Hunter PCB-10 Bubbler	Each	25		
17.	Hunter MP Left Strip – PROS-12-PRS30	Each	24		
18.	Hunter MP Right Strip – PROS-12-PRS30	Each	12		
19.	Hunter MP Side Strip – PROS-12-PRS30	Each	20		
20.	Hunter MP 1000 90° Strip – PROS-12-PRS30	Each	53		
21.	Hunter MP 1000 180° Strip – PROS-12-PRS30	Each	46		
	Labor				
	Total				
	Improvements				
1.	9 Section Bike Rack*	Each	1		
2.	4 Section Bike Rack*	Each	2		

3.	5 Section Bike Rack*	Each	1		
4.	7 Section Bike Rack*	Each	1		
	*Must match the Bike Racks that are already there.				
	Total				
	One Year Site Maintenance				
	Weed removal	Each	1		
	Mulch (re-mulch the area)	Each	1		
	Labor to replace mulch	Each	1		
	Edging	Each	1		
	Cleaning of pavement and sidewalks (three times per week)	Per week	1		
	Pruning of hedges, shrubs and ground cover	Each	1		
	Fertilizer – applied 3 times per year	Each	1		
	Total for year's maintenance				
	TOTAL FOR LANDSCAPE IMPROVEMENTS AND A YEAR'S MAINTENANCE				
SECTION 2	LANDSCAPE IMPROVEMENTS FROM HANCOCK BRIDGE PARKWAY TO PINE ISLAND RD				
Trees					
A1	Eagleston Holly - Ilex x Attenuata 'Eagleston' 10' - 12' HT., 4 1/2' SPR, B+B	EA.	9		
A2	Black Olive 'Shady Lady' -Bucida Buceras 12' - 14' Ht., 5 1/2' Spr	EA.	19		
A3	Fiddlewood - Citharexylum Fruticosum 'Fiddlewood' 25 Gal., 10 HT., 4' Spr.	EA.	28		
A4	Indigo Berry - Randia Aculeata 15 Gal., 4' - 5' HT OA	EA.	32		
Palms					
A5	Sabal Palm - Sabal Palmetto 12' Ct., full boot	EA.	27		
A6	Sabal Palm - Sabal Palmetto 16' Ct., full boot	EA.	27		
Ground covers					
A7	Perennial Peanut "Needlepoint" 6" Pots	EA.	1,127		
Mulch					
A8	Organiclee Mulch - Medians	C.Y.	46		
Sod					
A9	Bahia Sod	S.F.	16,909		
Misc.					
A10	Tree & Rootball Removal	EA.	26		
A11	Soil Removal	S.Y.	2,377		
	LANDSCAPE INSTALLATION TOTAL				

	One Year Site Maintenance				
	Mowing	Each	21Cycles		
	Edging	Each	21		
	Weeding and Weed Control	Each	21		
	Ant Control	Each	21		
	Pruning				
	Groundcover and Shrubs	Each	21		
	Trees - annually	Each	1		
	Fertilizing and Insect Control				
	Fertilize – three times per year	Each	3		
	Disease and Insect Control – as needed	Each	1		
	Removal and Disposal of Palm Fonds	Each	21		
	Watering(See specifications as to number of times and amounts)	Each	1		
	Mulch	Each	1		
	Labor to install mulch	Each	1		
	TOTAL COST ANNUALLY				
	TOTAL FOR LANDSCAPE IMPROVEMENTS AND A YEAR'S MAINTENANCE				
	GRAND TOTAL FOR SECTION 1 AND SECTION 2				

Amount Written _____

Bidder Name: _____**Relevant Projects:** include minimum of 3 successfully completed landscape projects in the last 5 years.

Owner Name:	_____									
Project Name:	_____									
Project Address:	_____									

Owner Representative:	_____									
Representative										
Telephone:	_____									
Representative E-Mail:	_____									
Project Cost:	<table border="0"> <tr> <td>Bid</td> <td>\$</td> <td>_____</td> </tr> <tr> <td>Final</td> <td>\$</td> <td>_____</td> </tr> </table>	Bid	\$	_____	Final	\$	_____			
Bid	\$	_____								
Final	\$	_____								
Schedule:	<table border="0"> <tr> <td>Planned</td> <td>_____</td> <td>(calendar days)</td> </tr> <tr> <td>Actual</td> <td>_____</td> <td>(calendar days)</td> </tr> <tr> <td></td> <td>_____</td> <td></td> </tr> </table>	Planned	_____	(calendar days)	Actual	_____	(calendar days)		_____	
Planned	_____	(calendar days)								
Actual	_____	(calendar days)								

Summary of Project Scope:

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Owner Name:	_____									
Project Name:	_____									
Project Address:	_____									

Owner Representative:	_____									
Representative										
Telephone:	_____									
Representative E-Mail:	_____									
Project Cost:	<table border="0"> <tr> <td>Bid</td> <td>\$</td> <td>_____</td> </tr> <tr> <td>Final</td> <td>\$</td> <td>_____</td> </tr> </table>	Bid	\$	_____	Final	\$	_____			
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Planned	_____	(calendar days)								
Actual	_____	(calendar days)								

Summary of Project Scope:

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Owner Name:	_____									
Project Name:	_____									
Project Address:	_____									

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Representative										
Telephone:	_____									
Representative E-Mail:	_____									
Project Cost:	<table border="0"> <tr> <td>Bid</td> <td>\$</td> <td>_____</td> </tr> <tr> <td>Final</td> <td>\$</td> <td>_____</td> </tr> </table>	Bid	\$	_____	Final	\$	_____			
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Planned	_____	(calendar days)								
Actual	_____	(calendar days)								

Summary of Project Scope:

--

Project Team: Certificates and Licenses (attach a copy of each)

[illegible]



LEE COUNTY
S O U T H W E S T F L O R I D A

AFFIDAVIT CERTIFICATION IMMIGRATION LAWS

SOLICITATION NO.: B170049KLC SOLICITATION NAME: Landscape Improvements for Rosa Parks for Lee Tran and for Delprado Blvd from Hancock Bridge Pkwy to Pine Island Rd for DOT

LEE COUNTY WILL NOT INTENTIONALLY AWARD COUNTY CONTRACTS TO ANY CONTRACTOR WHO KNOWINGLY EMPLOYS UNAUTHORIZED ALIEN WORKERS, CONSTITUTING A VIOLATION OF THE EMPLOYMENT PROVISIONS CONTAINED IN 8 U.S.C. SECTION 1324 a(e) {SECTION 274A(e) OF THE IMMIGRATION AND NATIONALITY ACT ("INA").

LEE COUNTY MAY CONSIDER THE EMPLOYMENT BY ANY CONTRACTOR 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 CANCELLATION OF THE CONTRACT BY LEE COUNTY.**

BIDDER/PROPOSER ATTESTS THAT THEY ARE FULLY COMPLIANT WITH ALL APPLICABLE IMMIGRATION LAWS (SPECIFICALLY TO THE 1986 IMMIGRATION ACT AND SUBSEQUENT AMENDMENTS).

Company Name: _____

Signature

Title

Date

STATE OF _____
COUNTY OF _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____
20____, by _____ who has produced

(Print or Type Name)

_____As identification.

(Type of Identification and Number)

Notary Public Signature

Printed Name of Notary Public

Notary Commission Number/Expiration

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Form 3 Reference Survey



Lee County Procurement Management

REFERENCE SURVEY**Solicitation # B170049KLC**

Landscape Improvements for Rosa Parks for Lee Tran and for Delprado Blvd from Hancock Bridge Pkwy to Pine Island Rd for DOT

Section 1		Reference Respondent Information		Please return completed form to:	
FROM:				Bidder/Proposer:	
COMPANY:				Due Date:	
PHONE #:				Total # Pages: 1	
FAX #:				Phone #: Fax #:	
EMAIL:				Bidder/Proposer E-Mail:	
Section 2		Enter Bidder/Proposer Information, as applicable Similar Performed Project (Bidder/Proposer to enter details of a project performed for above reference respondent)			
Bidder/Proposer Name:					
Reference Project Name:		Project Address:		Project Cost:	
Summarize Scope:					
<p>You as an individual or your company has been given as a reference on the project identified above. Please provide your responses in section 3 below.</p>					
Section 3					Indicate: "Yes" or "No"
1. Did this company have the proper resources and personnel by which to get the job done?					
2. Were any problems encountered with the company's work performance?					
3. Were any change orders or contract amendments issued, other than owner initiated?					
4. Was the job completed on time?					
5. Was the job completed within budget?					
6. On a scale of one to ten, ten being best, how would you rate the overall work performance, considering professionalism; final product; personnel; resources. Rate from 1 to 10. (10 being highest)					
7. If the opportunity were to present itself, would you rehire this company?					
8. Please provide any additional comments pertinent to this company and the work performed for you:					
Section 4					

Reference Name (Print Name)

Please submit non-Lee County employees as references

Reference Signature



ALLEGED NEGLIGENCE OR BREACH OF CONTRACT DISCLOSURE FORM

Please fill in the form below. Provide each incident in regard to alleged negligence or breach of contract that has occurred over the past 10 years.

Please complete in chronological order with the most recent incident on starting on page 1.

Company Name: _____

Type of Incident <i>Alleged Negligence or Breach of Contract</i>	Incident Date And Date Filed	Plaintiff <i>(Who took action against your company)</i>	Case Number	Court <i>County/State</i>	Project	Claim Reason <i>(initial circumstances)</i>	Final Outcome <i>(who prevailed)</i>

Make as many copies of this sheet as necessary in order to **provide a 10 year history** of the requested information. If there is no action pending or action taken in the last 10 years, complete the **company name** and write **“NONE”** in the first **“Type of Incident”** box of this page and return with your submission package. This form should also include the primary partners listed in your submission. Do not include litigation with your company as the plaintiff. Final outcome should include who prevailed and what method of settlement was made. If a monetary settlement was made the amount may remain anonymous. **Please do not modify this form (expansion of spacing allowed) or submit your own variation.**

Page Number: _____ Of _____ Total pages

Update the page number to reflect the current page and the total number of pages. Example: Page 3, of 5 total submitted pages of this form.



LEE COUNTY

SOUTHWEST FLORIDA

AFFIDAVIT PRINCIPAL PLACE OF BUSINESS

Local Vendor Preference (Non-CCNA)

(Lee County Ordinance No. 08-26)

Location Identification (CCNA)

Instructions: Please complete all information that is applicable to your firm

Company Name: _____

Printed name of authorized signer _____

Title _____

 ⇒ _____
 Authorized Signature Date

The signee of this Affidavit guarantee, as evidenced by the sworn affidavit required herein, the truth and accuracy of this affidavit to interrogatories hereinafter made. **LEE COUNTY RESERVES THE RIGHT TO REQUEST SUPPORTING DOCUMENTATION, AS EVIDENCE OF SERVICES PROVIDED, AT ANY TIME.**

Notary:

State of _____

County of _____

The foregoing instrument was signed and acknowledged before me this _____ day of _____

20 _____, _____ who has produced

 _____ as identification (or personally known)

 Type of ID and number

 ⇒ _____
 Notary Public Signature Notary Commission Number and expiration

1. Principal place of business is located within the boundaries of: _____ Lee County
 _____ Collier County
 _____ Non-Local

Local Business Tax License # _____

2. Address of Principal Place of Business: _____

3. Number of years at this location _____ years

4. Have you provided goods or services to Lee County on a regular basis within the past 3 consecutive years _____ Yes* _____ No *If yes, attach contractual history for past 3 consecutive years

5. Size of Facility (i.e. office, sales area, warehouse, storage yard, etc.) _____

6. Number of available employees for this contract _____

Form 6-Sub-contractor List**SUB-CONTRACTOR LIST**

Sub-contractor Name	Area Of Work	Point Of Contact Or Project Supervisor	Phone Number and Email	Qualified DBE Yes/No	Amount or Percentage of Total

Please include sub-contractors name, area of work (i.e. mechanical, electrical, etc.) and a **valid** phone number and email. Also include the dollar value or percentage that the sub-contractor will be performing. If sub-contractors qualify as Disadvantaged Business Enterprise (**DBE**) contractors, please attach a current certificate.

This form must be signed and sworn to in the presence of a notary public or other officer authorized to administer oaths.

1. This sworn statement is submitted to _____
(Print name of the public entity)

by _____
(Print individual's name and title)

for _____
(Print name of entity submitting sworn statement)

whose business address is _____

(If applicable) its Federal Employer Identification Number (FEIN) is _____

(If the entity has no FEIN, include the Social Security Number of the individual signing this sworn statement: On the attached sheet.) Required as per IRS Form W-9.

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or with the United States, including but not limited to, and bid or contract for goods or services to be provided to any public entity or agency or political subdivision or any other state or of the United States, and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.
3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1) (b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, nonjury trial, or entry of a plea of guilty or nolo contendere.
4. I understand that "affiliate" as defined in Paragraph 287.133(1) (a), Florida Statutes, means:
 1. A predecessor or successor of a person convicted of a public entity crime:
or:
 2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those offices, directors, executives, partners, shareholders, employees, members and agents who are active in the management of the affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not fair market value under an arm's length Agreement/Contract, shall be a facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.
5. I understand that a "person" as defined in Paragraph 287.133(1) (c), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of the entity.
6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting those sworn statement. *(Please indicate which statement applies.)*

_____ Neither the entity submitted this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity nor affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

Public Entity Crime Form

Page 2 of 2

_____ The entity submitting this sworn statement, or one or more of the officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity have been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, member, or agents who are active in management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearing and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (Attach a copy of the final order)

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES, FOR CATEGORY TWO OR ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

(Date)

STATE OF _____
COUNTY OF _____

PERSONALLY APPEARED BEFORE ME, the undersigned authority, _____

(Name of individual signing)

who, after first being sworn by me, affixed his/her signature in the space provided above on this _____ day
of _____, 2_____.

(NOTARY PUBLIC)

My Commission Expires: _____

**Cut along the outer border and affix this label to
your sealed solicitation envelope to identify it as
a “Sealed Bid”.**

SEALED BID DOCUMENTS • DO NOT OPEN	
BID NO.:	B170049KLC
BID TITLE:	Landscape Improvements for Rosa Parks for Lee Tran and for Delprado Blvd from Hancock Bridge Pkwy to Pine Island Rd for DOT
DATE DUE:	Tuesday, December 20, 2016
TIME DUE:	Prior to: 2:30 PM
SUBMITTED BY:	
	(Name of Company)
e-mail address	Telephone
DELIVER TO:	Lee County Procurement Management 1500 Monroe 4 th Floor Fort Myers FL 33901
<i>Note: submissions received after the time and date above will not be accepted.</i>	



Lee County Procurement Management
1500 Monroe Street, 4th Floor
Fort Myers, FL 33901
(239) 533-8881
www.leegov.com/procurement

PLEASE PRINT CLEARLY

LEETRAN ROSA PARKS FACILITY

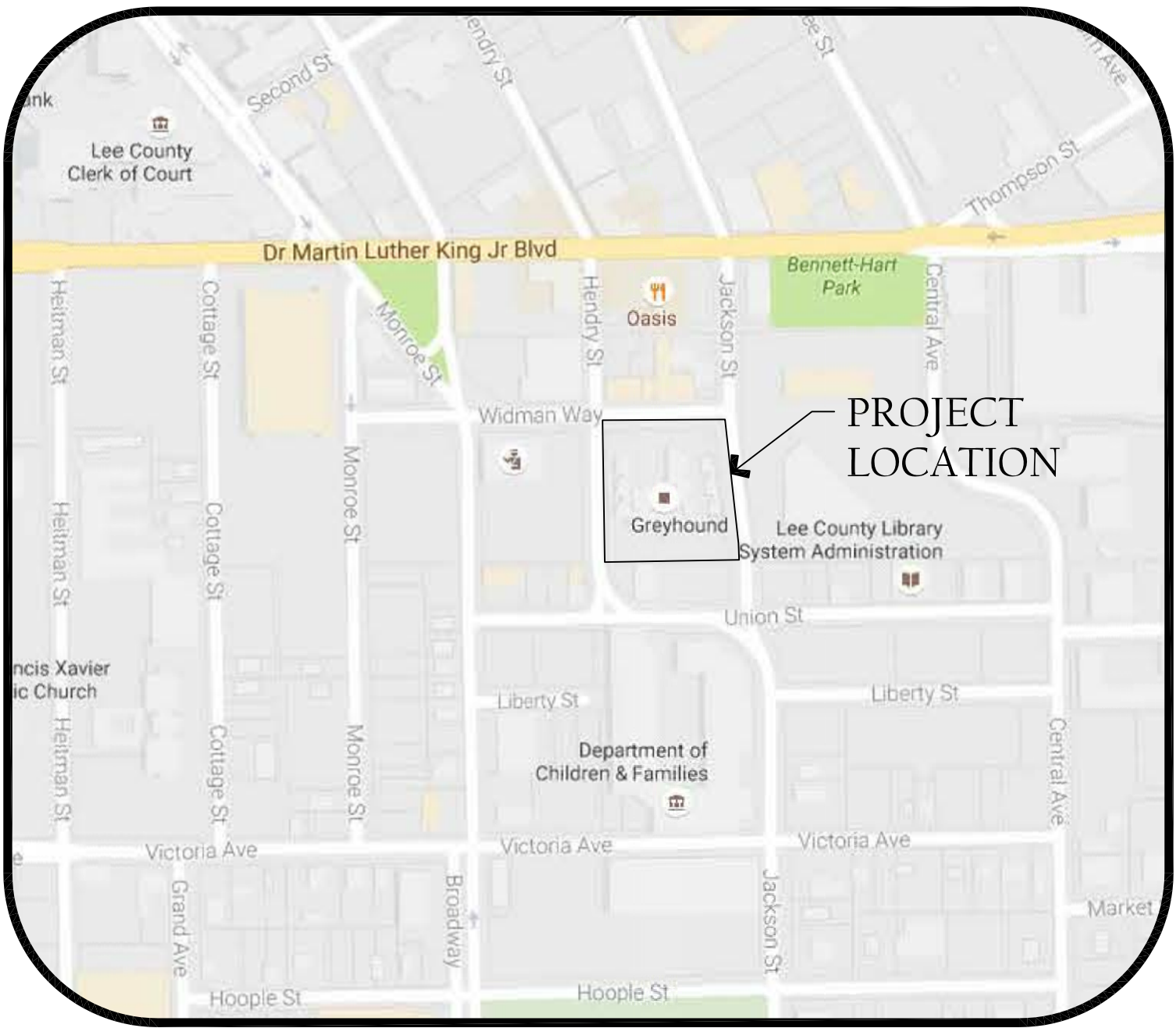
LEE COUNTY
LANDSCAPE IMPROVEMENT PLANS
PART OF SECTION 24, TOWNSHIP 44 SOUTH, RANGE 24 EAST
CITY OF FORT MYERS, FLORIDA
PREPARED FOR: LEE COUNTY BOCC

PARCEL ZONING
CIVIC

PARCEL STRAP NUMBER
24-44-24-P1-00001.0060

PARCEL BOUNDARY
±1.84 AC.

FLOOD ZONE DESIGNATION
X



VICINITY MAP
N.T.S.



PLAN INDEX

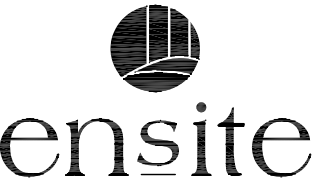
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C-01	COVER SHEET, VICINITY MAP & INDEX
LA-01 - LA-02	LANDSCAPE PLAN
LA-03	LANDSCAPE DETAILS
IR-01 - IR-02	IRRIGATION PLAN
IR-03	IRRIGATION DETAILS

CONSTRUCTION INFORMATION



Know what's below.
Call before you dig.

CALL 811 OR VISIT
WWW.SUNSHINE811.COM



2401 FIRST STREET, SUITE 201
FORT MYERS, FLORIDA 33901
PH: (239) 226-0024 • FX: (239) 226-0094
EB-26544 CALC-26000374

Lee County BOCC
P.O. BOX 398
Fort Myers, FL 33902

LEETRAN ROSA PARKS FACILITY
LEETRAN / LEE COUNTY, FL

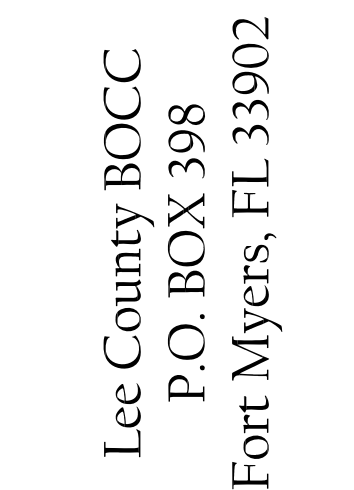
JONATHAN L. ROMINE
RLA NO. LA-666881

REVISIONS		DATE
NO.	DESCRIPTION	DATE
R1	REVISED PER CLIENT COMMENTS	1/1/16
R2		
R3		
R4		
R5		
R6		

DATE:	12-9-15
PROJECT NO.	1110-22
FILE NO.	1110-22-COV.dwg
SCALE:	AS SHOWN

COVER SHEET,
VICINITY MAP
& INDEX

C-01



LEETRAN ROSA PARKS FACILITY
LEETRAN / LEE COUNTY, FL

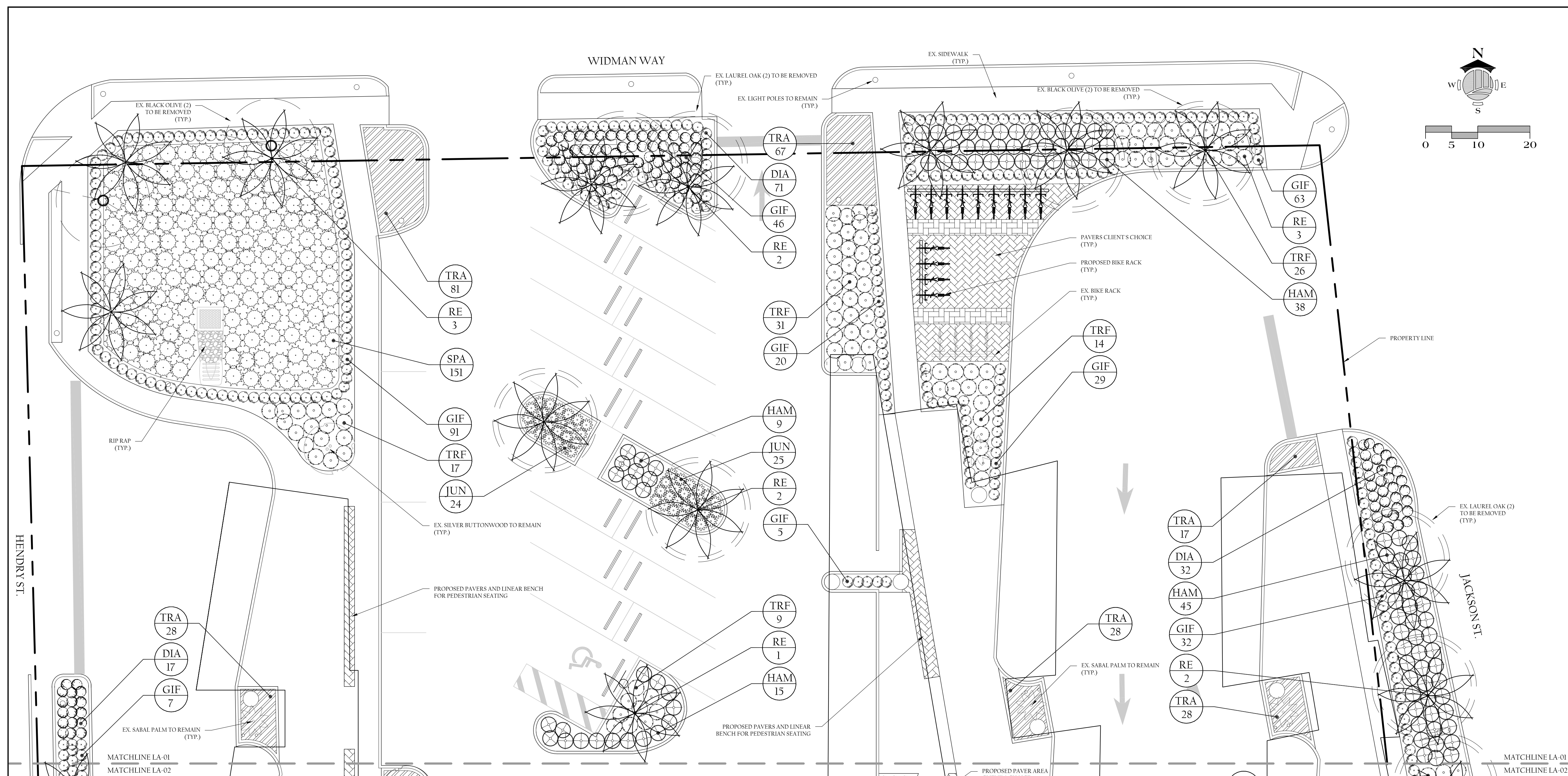
JONATHAN L. ROMINE
PIA NO. 14 6666003

REVISIONS		
NO.	DESCRIPTION	DATE
R1	REVISED PER CLIENT COMMENTS	11-10
R2		
R3		
R4		
R5		

DATE:	12-9-
PROJECT NO.	1110-1
FILE NO.	1110-22-LSP.dwg
SCALE:	AS SHOWN

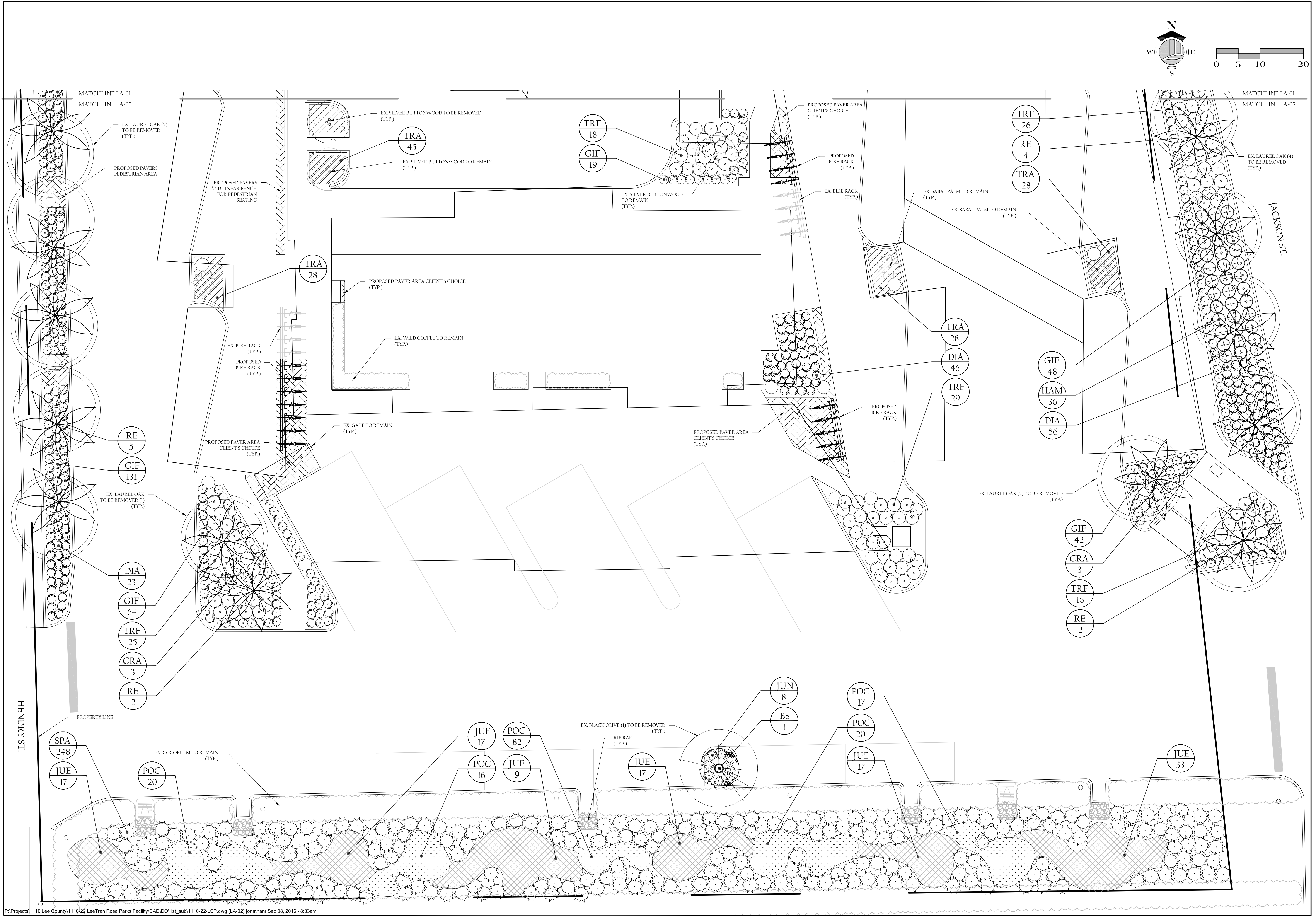
LANDSCAPE
PLAN

LA-01



MASTER PLANT SCHEDULE

MASTER PLANT CATALOGUE						
SYM	QTY	NATIVE	BOTANICAL NAME	COMMON NAME	SPECIFICATIONS	
RE	26	Y	ROYSTONEA ELATA	FLORIDA ROYAL PALM	5' 6" HT, FULL HEAD	
BA	1	Y	BULNESIA ARBOREA	VERAWOOD	12' HT, 5" SPR, 2 1/2" CAL	
SHRUBS / SOD / MISC.	TRA	376	N	TRACHELOSPERMUM ASIATICUM	ASIAN JASMINE	1 GAL, FULL
	TRF	211	Y	TRIPSACUM FLORIDANA	DWF. FAKAHATCHEE	3 GAL, 24" HT, FULL
	DIA	245	Y	DIANELLA TASMANICA	FLAX LILY	1 GAL, 15" HT, FULL
	JUN	57	Y	JUNIPERUS CHINENSIS 'PARSONI'	PARSONS JUNIPER	3 GAL, 15" 20" HT.
	GIF	597	N	FICUS MICROCARPA 'GREEN ISLAND'	GREEN ISLAND FICUS	1 GAL, FULL
	CRA	6	N	CRINUM AUGUSTUM	QUEEN EMMA CRINUM	7 GAL, FULL
	SPA	399	Y	SPARTINA BAKERI	SAND CORDGRASS	3 GAL, 4" O.C.
	JUE	118	Y	JUNCUS EFFUSUS	COMMON RUSH	1 GAL, 36" O.C.
	POC	82	Y	PONTEFERDIA CORDATA	PICKEREL WEED	1 GAL, 36" O.C.
	MULCH	1,425	2 C.F.	BAGS COCO BROWN - CYPRESS MULCH DISCOURAGED		3' THICK, NO WEEDS
	SOD	1,943		S.F. SYNTHETIC TURF		
	STONE	3		TONS RIP RAP 12" THICK		
	PAVERS	1,635		S.F. - CLIENTS CHOICE		



P:\Projects\1110 Lee County\1110-22 Lee Tran Rosa Parks Facility\CAD\DO\1st_sub\1110-22-LSP.dwg (LA-02) jonathanr Sep 08, 2016 - 8:33am

REVISIONS		DATE	DESCRIPTION
NO.	REVISED PER CLIENT COMMENTS		
R1		1/1/16	
R2			
R3			
R4			
R5			
R6			

DATE:	12-9-15
PROJECT NO.	1110-22
FILE NO.	1110-22-LSP.dwg
SCALE:	AS SHOWN

LANDSCAPE SPECIFICATIONS PART 1 -
GENERAL 1.01 WORK INCLUDED

A. The work included in this Section consists of furnishing, planting, watering, fertilizing and mulching all plants and lawn areas of species, size and quality in the locations indicated on the drawings or as directed by the Landscape Architect.

1.02 DELIVERY, STORAGE AND HANDLING A. Transportation and Inspection: Plant transportation shall comply with all federal and state

1.03 GUARANTEE A. The contractor shall guarantee all planting work and irrigation equipment for a period of 12 months and all sod for 6 months after the date of final acceptance. During this period, the Contractor shall continue the observation of plants and guarantee work. The Contractor shall submit monthly observation reports to the Owner with a copy to the Landscape Architect during the guarantee period. The purpose of these reports is to state any maintenance deficiencies observed. It is the Contractor's responsibility to report these to protect his guarantee. Failure to submit reports eliminates any claims that the guarantee is not valid due to improper maintenance by the Owner. B. Replacement of Defective Plants: Any dead plants or plants showing indication of probable non-survival or lack of health and vigor, or which do not exhibit the characteristics to meet specifications, shall be replaced within two weeks of notice from Owner or Landscape Architect. The replacement plants shall be furnished/installed at no additional cost to the Owner and shall be guaranteed for 12 months. All replacements shall meet original specifications. C. The Contractor shall notify the Owner and Landscape Architect ten days prior to the end of the guarantee period and such guarantee shall be extended until notification is received. D. At the end of the guarantee period, all plants that are dead or in unsatisfactory growth shall be replaced within two weeks.

1.04 JOB CONDITIONS

A. Protection:

The Contractor shall protect all materials and work against injury from any causes and shall provide and maintain any necessary safeguards for the protection of the public. Contractor shall be held responsible for any damage or injury to person or property which may occur as a result of his negligence in the prosecution of the work.

B. Existing Conditions:

1. The Contractor shall exercise care in digging and other work so as not to damage existing work including underground pipes and cables, and the pipes and hydrants of watering systems. Should such overhead or underground obstructions be encountered and interfere with planting, the Landscape Architect shall be consulted to recommend adjustment to the plant locations to clear such obstructions. The Contractor shall be responsible for the immediate repair of any damage caused by his work. (See Section 3.01) 2. Should any objectionable materials such as old concrete, bricks or other debris be encountered during planting operations, they shall be removed from the site and disposed of by the Contractor.

1.05 QUALITY CONTROL

A. The Landscape Architect shall have the right, at any stage of the operations, to reject any and all work and materials which, in his/her opinion, do not meet the requirements of these specifications.

B. All planting shall be performed by personnel familiar with planting procedure and under the supervision of a qualified planting foreman.

C. All work shall comply with applicable codes and regulations.

D. The work shall be coordinated with other trades to prevent conflicts.

1.06 QUANTITIES

In the event of a conflict between quantities shown on the plant list and plans, the plans shall control.

PART 2 - PRODUCTS 2.01

MATERIALS

1. Nomenclature: All trees, shrubs and plants shall be true to name as established by the American Joint Committee on Horticultural Nomenclature publication "Standard Plant Names".

2. Grade Standards and Quality: All plants shall be nursery grown and shall comply with all required inspections, grading standards and plant regulations as set forth in the Florida Department of Agriculture "Grades and Standards for Nursery Plants", Parts 1 and 2 including revisions. a. The minimum grade for all trees and shrubs shall be Florida No. 1 unless otherwise indicated and all plants shall be sound, healthy and vigorous, well branched and densely foliated when in leaf. They shall have healthy, well-developed root systems and shall be free of disease and insect pests, eggs.

3. Measurements: The minimum acceptable size of all plants, measured after pruning, with branches in normal positions, shall conform to the specified sizes as shown on the plans. Sizes specified are minimum standards. Plants shall be equal to or larger than all categories (height, spread, caliper) of size specification. Substantial deviations from these measurements must be approved by the Landscape Architect. Caliper of tree trunks shall be measured above finish grade.

4. Plant Protection: Plants shall be protected upon arrival to the site by being thoroughly watered, kept moist and properly maintained until planted.

B. Plant Materials:

With reference to method of cultivation, root system status, etc., plants for landscaping shall be classified under the following designations:

1. Balled and Burlapped: Plants so classified shall be dug with firm natural root balls of earth, of sufficient diameter and depth to include most of the fibrous roots. The root ball of these plants shall be properly wrapped with burlap sack material and remain protected and wet until they are planted. The plant shall be handled only by the earth ball and not by the plant itself. All balled and burlapped plants with cannot be planted immediately upon delivery shall be set on the ground and shall be well protected with soil, wet moss, or other acceptable material. The plants shall be set with the burlap cover intact and with the burlap showing, until inspection. At final inspection the burlap may be cut away to ground level and then completely covered with soil.

2. Container Grown Plants: a. Container grown plants shall have been grown in a container large enough and for sufficient time for the root system to have developed well to hold its soil together firm and whole. No plants shall be loose in the container. Plants, which have become pot bound or for which the top system is too large for the size of the container will not be acceptable. b. All containers shall be cut and opened fully in a manner such as will not damage the root system. Container grown plants shall not be removed from the container until immediately before planting, when all due care shall be taken to prevent damage to the root system.

3. Bare Root Plants: No bare root plants shall be used.

B. Planting Materials:

1. Topsoil: a. Topsoil shall be a friable loam, typical of cultivated topsoils locally, containing at least 5 percent of decayed organic matter (humus). It shall be taken from a well drained, arable site. It shall be reasonably free from weeds, subsoil, stones, clods, sticks, roots or other objectionable extraneous matter or debris. It shall not contain toxic materials and shall have an acidity range of pH 6.0 to 7.0. Topsoil from nut grass infested areas will not be acceptable. b. Any required soil testing shall be the Contractor's responsibility. c. Soil Preparation: Prior to placing mix and backfill, or commencing with planting, rototill any or all areas that have been previously compacted over 90 percent for other construction purposes.

2. Fertilizer: Fertilizer shall be a complete fertilizer, of which part of the elements shall be derived from organic sources. It shall contain the following minimum percentages by weight: a. Nitrogen N - 6 percent b. Phosphorous P - 6 percent c. Potassium K - 6 percent d. (Or other analysis as may be approved by the Landscape Architect). e. In addition, the recommended micronutrients must be present in the guaranteed analysis.

3. Planting Mixture: Planting mixture shall consist of approximately four parts of acceptable natural topsoil and one part pulverized peat or sterilized manure, and to each cubic yard shall be added and incorporated by thoroughly mixing, four pounds of commercial fertilizer having an analysis of 6 - 6 - 6. a. Acceptable artificially prepared planting compost material, approved by the Landscape Architect, will be permitted in lieu of the pulverized peat or sterilized manure, in the prepared topsoil mixture for use as backfill material.

4. Mulch: Mulch shall be shredded, clean, bright and free of weeds, moss, sticks and other debris. The use of cypress mulch is strongly discouraged. Pine straw mulch shall be used in all native revegetated areas.

5. Water: Suitable water for the irrigation of the new plantings during the progress of construction shall be provided and paid for by the Contractor, who shall also furnish adequate watering equipment. 6. Stakes and Ties: Stakes and tree ties shall be provided in accordance with the requirements of Paragraph 3.02 B hereinafter.

END OF SECTION 2

PART 3 - EXECUTION 3.01

PREPARATION

A. Underground Obstructions

1. Upon request from the Contractor, the Owner shall provide plans showing locations of underground utilities and/or will assist the Contractor in securing underground locations from other public utility companies, such as telephone, electricity, etc.

2. In the event that rock, underground construction work, utility lines or obstructions out of the ordinary are encountered in any plant pit excavation; alternative locations shall be selected by the Landscape Architect. Where locations cannot be changed and the obstructions may be removed, the obstructions shall be removed to a depth of not less than 3 feet below grade and no less than 6 inches below bottom of balls or roots when plant is properly set at the required grade.

B. Excavation of Planting Beds and/or Plant Holes:

1. Where excavation encounters materials which are unsuitable for plant growth, all of said unsuitable material shall be removed and replaced with topsoil, meeting the requirements of paragraph 2.01 - C herein.

2. Where excavation encounters materials, which are unsuitable for plant growth, the plant hole excavations shall be roughly cylindrical in shape, with the sides approximately vertical. Plants shall be centered in the hole, with the trunk location as shown in the Drawings. Bottoms of the holes shall be loosened at least 6 inches deeper than the required depth of excavation.

C. Protections of Existing Trees:

The Contractor shall protect existing trees from damage. Where damage does occur, the Contractor shall remove the damaged tree and replace it in kind and size in accordance with the instructions of the Landscape Architect and the appropriate specifications, all at no additional cost to the Owner.

D. Grades: It shall be the responsibility of the Contractor to finish (fine) grade all landscape areas eliminating all surface irregularities, depressions, sticks, stones and other debris to the satisfaction of Owner or his designee. After the grade has been established and compacted to the required depth, no sod shall be laid until the grade has been approved.

3.02 PLANTING

A. Setting of Plants

1. When lowered into the hole, the plant shall rest on a prepared hole bottom such that the roots are level with or slightly above, the level of their previous growth and so oriented such as to present the best appearance. The Contractor, when setting plants in holes, shall make allowances for any anticipated settling of the plants.

2. The backfill shall be made with prepared topsoil as specified hereinbefore and shall be firmly rodded and watered in, so that no air pockets remain. The quantity of water applied immediately upon planting shall be sufficient to thoroughly moisten all of the backfilled earth. Plants shall be kept in a moistened condition for the duration of the planting period.

B. Staking and Guying:

It is the responsibility of the Contractor to maintain all plants in a plumb, upright position until the end of the guarantee period. Staking shall be the option of the Contractor, although all damaged plants resulting from the lack of proper staking and guying shall be replaced by the Contractor at no expense to the Owner. All tree guy wires shall be flagged with yellow safety ribbon.

C. Pruning:

1. All broken or damaged roots shall be cut off smoothly and the tops of all trees shall be pruned in a manner complying with standard horticultural practice. At the time pruning is completed, all remaining wood shall be alive. Fine pruning for tree shape and appearance shall be done only under the direction of the Landscape Architect or Certified Arborist.

2. At the end of the guarantee period at least 80 percent of the wood remaining shall be alive.

D. Mulching: Within one week after the planting, mulch material shall be uniformly applied to a minimum loose thickness of three (3) inches over the entire area of the backfilled hole or bed. The mulch shall be maintained continuously in place until the time of final inspection.

E. Watering: The Contractor shall continue watering for as long as is necessary to properly establish the new plantings. Care shall be taken to prevent staining of new construction where temporary well water is used.

F. Pest Control: Prior to Final Acceptance, occurrence of scales, borers, foliage feeders, aphids, mites, leaf-spot and dieback, nematodes and canker-producing fungi, etc., shall be treated with appropriate pesticide.

G. All plants shall receive fertilizer during the planting period.

3.03 BERMING

A. Fill dirt shall be locally obtained material from naturally drained sources, free from dry organic debris, stones larger than one inch diameter and other materials harmful to successful drainage and plant growth. Soil shall be well mixed and contain no more than 25 percent muck.

B. Grade areas indicated with uniform levels or slopes with no more than 4:1 maximum slope. Berms shall be gently rolling and parabolic and shall be smoothed with a box blade tractor prior to planting.

C. Contractor shall repair and re-establish grades in settled, eroded, rutted or otherwise damaged areas.

3.04 SODDING/SEEDING

A. The sod shall be of firm, tough texture having a compact growth of grass with good root development. It shall contain no Bermuda grass, weeds or any other objectionable vegetation. The soil embedded in the sod shall be good clean earth, free from stones and debris. The sod shall be free from fungus, vermin and other diseases. Final turf shall have no area greater than 12 square inches of un-sodded area.

B. Solid sod shall be laid with closely abutting joints with a tamped or rolled even surface. It shall be the responsibility of the Contractor to bring the sod edge in a neat, clean manner to the edge of all paving and shrub areas. After the sod is laid, a top dressing of clean sand will be evenly applied over the entire surface and thoroughly washed in, if determined necessary. Peg sod on slopes as required to prevent slippage. Fertilize all sod with one pound nitrogen per 1,000 square feet.

C. Areas to be seeded shall be seeded with a blend of Argentine Bahia and Japanese Millet or Rye Grass Seed and then covered with straw. Hydro-mulched areas shall have all slopes swales and a two (2) foot strip along the pavement edges soddied.

3.05 FIELD QUALITY CONTROL

A. Maintenance Prior to Final Acceptance:

1. Maintenance shall begin immediately after each plant is planted and shall continue until Final Acceptance. Plants shall be watered, mulched, weeded, pruned, sprayed, fertilized, cultivated and otherwise maintained and protected for the period of time stated above. Sod shall be moved as required.

2. Settled plants shall be reset to proper grade position, planting saucer restored and dead material removed. Guys shall be tightened and repaired.

3. Defective work shall be corrected as soon as possible after it becomes apparent and weather and season permit. Upon completion of planting, the Contractor shall remove from the site excess soil and debris, and repair any damage to structures, etc., resulting from planting operations.

4. Contractor is responsible for protection against mechanical damage; that includes providing protection from vehicles, including the posting of approved warning signs and barricades, as might be necessary. He shall repair, restore or replace any plants or planting areas that might become damaged as a result of any negligence by him in complying with these requirements. As a specific requirement of these conditions, the Contractor shall be responsible for assuring that all plants at the time of final inspection exhibit the characteristics and qualifications required for the grade of plant as originally specified.

5. Contractor shall be responsible for any additional watering required if irrigation proves to be inadequate for freshly planted material.

6. Except as otherwise specified, the Contractor's work shall conform to accepted horticultural practices as used in the trade.

B. Final Acceptance:

1. Upon completion of all work, including maintenance, the Contractor shall arrange for a final inspection. The landscape work may be reviewed for acceptance in parts, provided the work comprises one full unit or area of substantial size.

2. Date of Final Acceptance shall mark the beginning of the Guarantee Period. C. Guarantee Inspection: At the end of the guarantee period, inspection of plants will be made by the Owner or his designee upon written notice requesting such inspection, submitted by the contractor at least ten (10) days before the anticipated inspection. All defects discovered shall be repaired or replaced by the Contractor.

3.06 ADJUSTMENT AND CLEANING

A. Cleaning up the Site:

Upon completion of any landscape project the Contractor must thoroughly clean up the project site. In addition to removing all equipment, unused materials, deleterious material, and surplus excavated material, the Contractor shall fine grade all disturbed areas and the areas adjacent to the new plantings to provide a neat and uniform site. All damaged or altered existing structures, as a result of the landscape work, shall be corrected.

END OF SECTION 3

PART 4 - TREE PROTECTION SPECIFICATIONS

1. Groups of trees and individual trees selected for retention shall be accurately located from the plan and designated with colored flagging tape as "tree(s) to be saved." Individual specimens that are not part of a tree group shall also be flagged for preservation.

2. Marking: Prior to construction and before the pre-construction conference, individual trees and strands of trees to be retained within the limits of clearing shall be visibly marked with a bright colored surveyor's ribbon applied in a band circling the tree at a height visible to equipment operators. Color flagging is to be consistent on all trees to be preserved.

3. Pre-Construction Conference: During the pre-construction conference, tree preservation and protection measures should be reviewed with the contractor as they apply to the specific project. The contractor will be responsible for familiarizing himself/herself with all local tree properties and removal ordinance prior to this meeting. Copies of the ordinance are available from the applicable local government.

4. Equipment Operation and Storage: Heavy equipment, vehicular traffic or stockpiles of any

construction material, including topsoil shall not be permitted within the drip line of any tree to be retained. Trees being removed shall not be felled, pushed or pulled into trees being retained.

Equipment operators shall not clean any part of their equipment by slamming it against the trunks of trees to be retained.

5. Fires: Fires shall not be permitted within 100 feet from the drip line of any trees to be retained.

Fires shall be limited in size to prevent adverse effects on trees, and kept under surveillance.

6. Storage and Disposal of Toxic Materials: No toxic materials shall be stored closer than 100 feet to the drip line of any trees to be retained. Paint, acid, nails, gypsum board, wire, chemicals, fuels, and lubricants shall not be disposed of in such a way as to injure vegetation.

7. Fencing: The use of new or used chainlink fence (minimum 5' height) may be used which will effectively protect the roots, trunk and tops of trees retained on the site at the dripline. However, trees to be retained within 100 feet of a proposed building or excavation shall be protected by fencing. Personnel must be instructed to honor protective devices. The devices described are minimum requirements only (and are not intended to exclude the use of other devices which may be approved by the applicable local government) and will protect the trees to be retained.

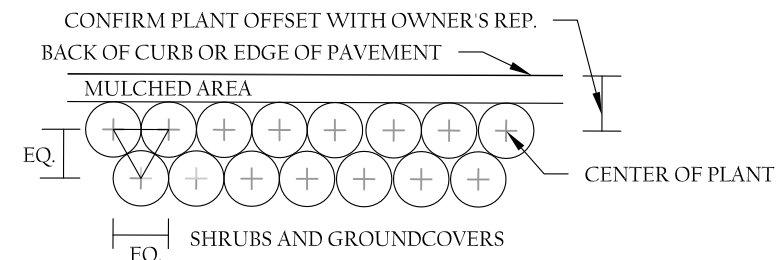
a. Field Fence -- Standard 48-inch high field fence shall be placed at the drip line of the preserved tree on standard steel posts set 6 feet apart.

b. Board Fence -- Board fencing consisting of 4 inch square posts set securely in the ground and protruding at least 4 feet above the ground shall be placed a maximum of 10 feet at the limits of the drip line with a minimum of two horizontal boards between posts.

c. Additional Trees -- Additional trees may be left standing as protection between the trunks of the trees to be retained and the limits of clearing. However, in order for this alternative to be used, the trunks of the trees in the buffer must be no more than 6 feet apart to prevent passage of equipment and material through the buffer or around the tree to be preserved. These additional trees shall be reexamined prior to the completion of construction and either given sufficient treatment to ensure survival or removed.

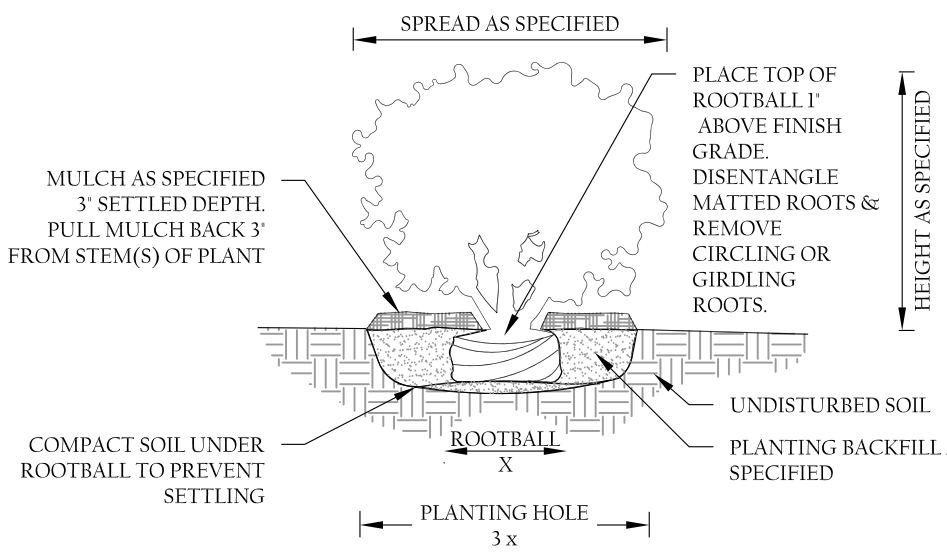
d. Trunk Armoring -- When fine grading is required around tree trunks, a tree trunk should be armored with burlap wrapping and 2 inch studs wired vertically no more than 2 inches apart to a height of 5 feet encircling the trunk. If this alternative is used, the root zone within the drip line will still require protection. Nothing is to ever be nailed to the preserved trees. Fencing and armoring devices shall be in place before any excavation or grading is begun, shall be kept in good repair for the duration of construction activities, and shall be the last items removed during the final cleanup after the completion of the project. It is the responsibility of the Contractor to schedule the required tree preservation armoring inspections with the appropriate governmental agency prior to, during and after, clearing operations and final clean up.

END OF SECTION 4

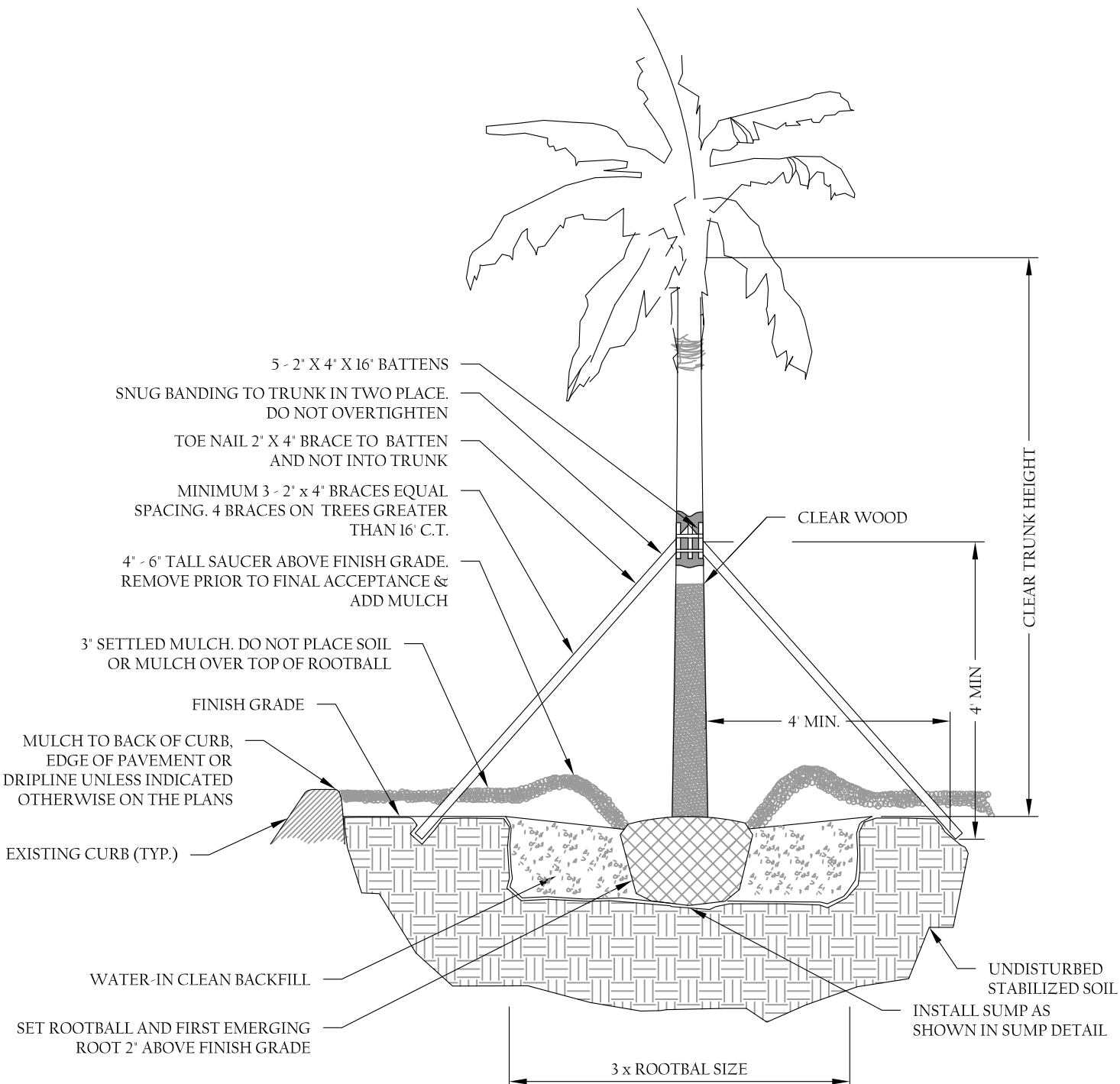


EQ. - EQUAL SPACING AS INDICATED ON THE PLANT LIST.
USE TRIANGULAR SPACING ON ALL MULTI-ROW PLANTINGS

SHRUB & GROUNDCOVER SPACING DETAIL
N.T.S.

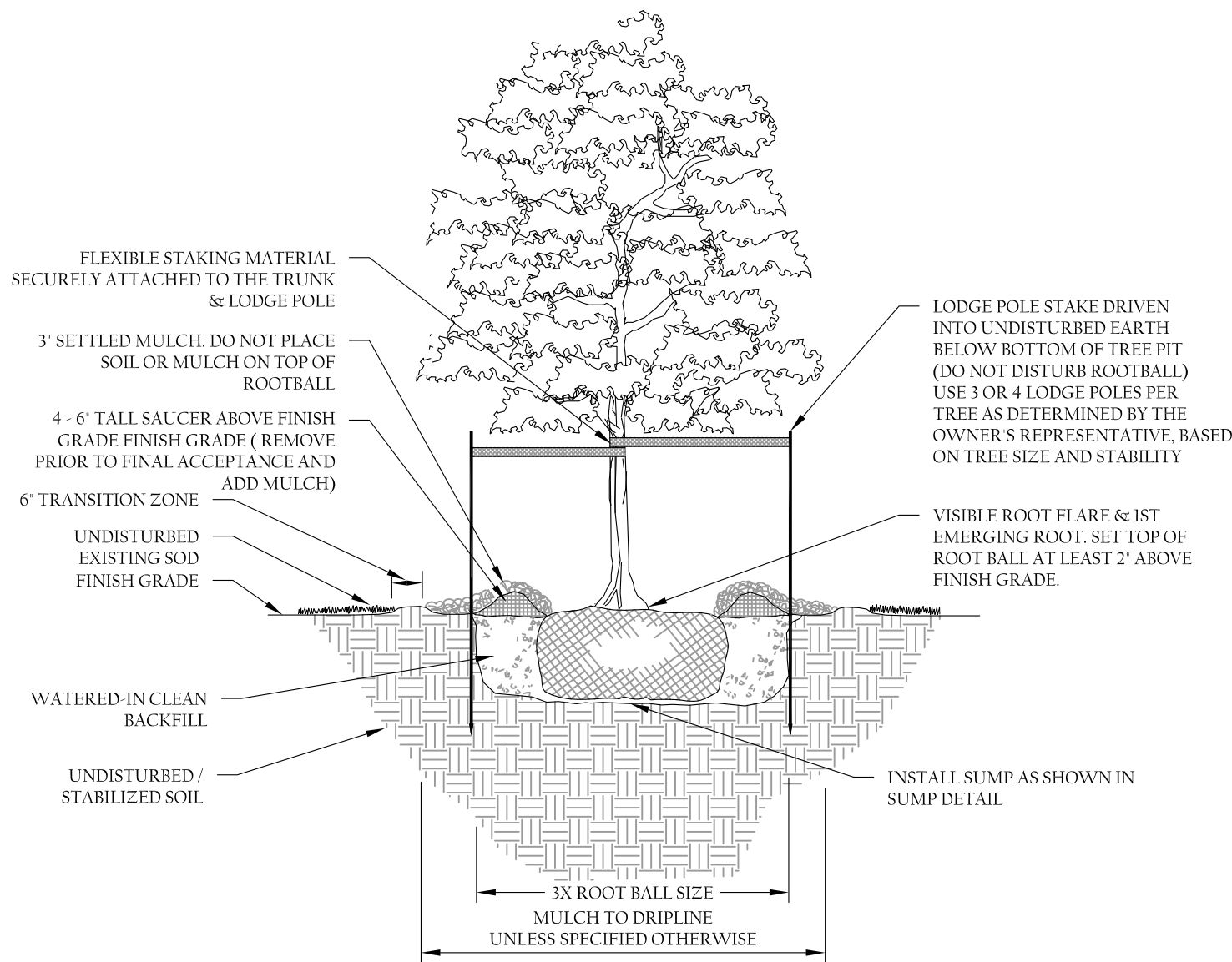


SHRUB & GROUNDCOVER PLANTING DETAIL
N.T.S.



NOTE: LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL TIES AND INITIAL PRUNING OF FRONDS WITHIN A TIME PERIOD OF 90-120 DAYS AFTER PLANTING. PALMS WITH THEIR FRONDS TIED AROUND THE BUD

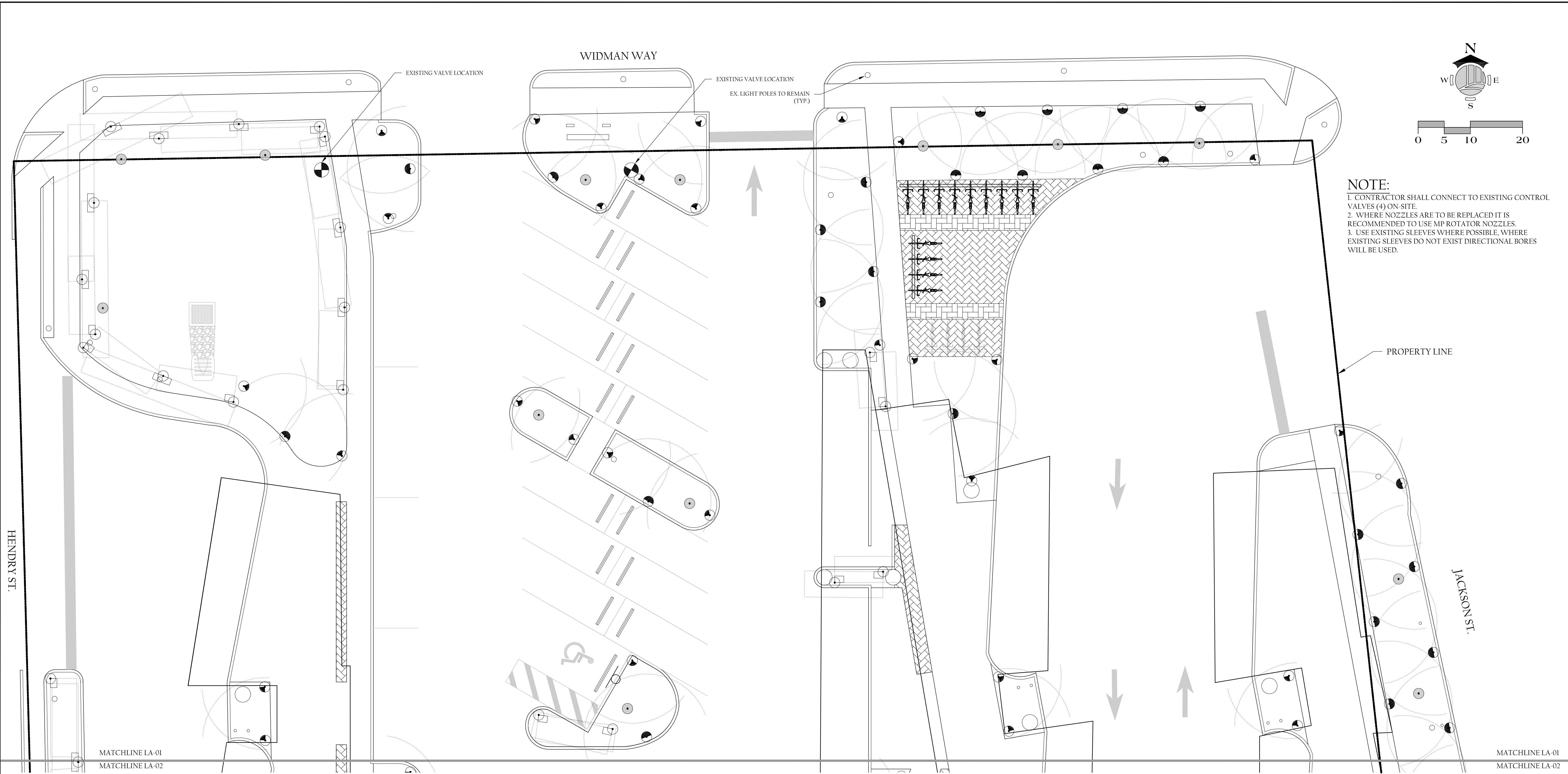
PINNAE PALM PLANTING DETAIL
N.T.S.



SINGLE TRUNK TREE PLANTING DETAIL
N.T.S.

NO.	REVISIONS	DESCRIPTION	COMMENTS	DATE					
				R1	R2	R3	R4	R5	R6

DATE:	12-9-15
PROJECT NO.	1110-22
FILE NO.	1110-22-LSP.dwg
SCALE:	AS SHOWN



NOTE:
1. CONTRACTOR SHALL CONNECT TO EXISTING CONTROL VALVES (4) ON-SITE.
2. WHERE NOZZLES ARE TO BE REPLACED IT IS RECOMMENDED TO USE MP ROTATOR NOZZLES.
3. USE EXISTING SLEEVES WHERE POSSIBLE, WHERE EXISTING SLEEVES DO NOT EXIST DIRECTIONAL BORES WILL BE USED.

IRRIGATION NOTES:

GENERAL NOTES:

1. A EXISTING HUNTER IRRIGATION SYSTEM IS IN PLACE.
2. 14 AWG WIRE TO BE RUN FROM CONTROLLER TO VALVES AND ANY STUB-OUTS.
3. GROUNDING TO BE PROVIDED PER MANUFACTURER'S SPECIFICATIONS AT CONTROLLER.
4. ALL 3" & GREATER MAINLINE FITTINGS TO BE IPS-SIZE DUCTILE IRON. SERVICE TEES TO BE USED AT VALVE LOCATIONS. USE A SERVICE TEE FOR QUICK COUPLER VALVES.
5. ALL PIPE AND VALVE LOCATIONS ARE SCHEMATIC. MAINLINES ARE TO BE INSTALLED 3' MIN OFF PAVING, WHEN POSSIBLE.
6. ALL IRRIGATION VALVE WIRING SHALL BE RUN IN IT'S OWN SLEEVE RUNNING PARALLEL TO OTHER SLEEVES.
7. THE VALVE BOXES SHALL BE CARSON INDUSTRIES SPEC GRADE. USE MODEL 910-10-4 FOR ROUND BOXES, MODEL HLW118 FOR RECTANGULAR BOXES, AND H1324 FOR JUMBO SIZE BOXES. SIZED APPROPRIATELY.
8. CONTROLLER START TIMES TO BE SET PER CITY OF FORT MYERS REQUIREMENTS.
9. PIPE SIZING IS BASED ON STANDARD CONVENTIONS. ALL SIZES INDICATED ARE THE STARTING POINT OF THE RUN OF THAT PARTICULAR SIZE. SIZING STARTS FROM THE LAST HEAD OF THE RUN MOVING TOWARDS THE VALVE. ALL UNSIZED PIPE SHALL BE 3/4".
10. ALL SLEEVES SHOWN ARE EXISTING AND INSTALLED BY SITE CONTRACTOR.

PERMITTING & PROCEDURES:

1. THE OWNER HAS SECURED ALL NECESSARY WATER USE PERMITS FOR THE WORK HEREIN ILLUSTRATED. THE CONTRACTOR SHALL COORDINATE PERMITS WITH THE OWNER PRIOR TO THE COMMENCEMENT OF ANY PREPARATION OR WORK RELATED OPERATIONS. COPIES OF PERMITS SHALL MADE AVAILABLE TO THE CONTRACTOR'S SUPERVISOR. WORK IN THE ROW SHALL CONFORM TO THE STANDARDS & SPECIFICATIONS OF THE LOCAL AND/OR STATE JURISDICTION.
2. CONTRACTOR SHALL PROVIDE AND BE RESPONSIBLE FOR ALL WORK INVOLVING ELECTRICAL HOOK-UPS AND INSTALLATIONS FOR THIS PROJECT RELATED TO THE WORK HEREIN ILLUSTRATED AND SPECIFIED.
3. CONTRACTORS ARE ADVISED TO REFER TO THE SPECIFICATIONS, CONTRACT DOCUMENTS, AND DRAWING SETS FOR A COMPLETE AND MORE DETAILED DISCLOSURE OF PERFORMANCE STANDARDS & REQUIREMENTS.
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR COORDINATING ALL WORK WITH TRADES CONDUCTING WORK ON THE PROJECT IN SUCH A MANNER AS TO ALLOW FOR THE SPEEDY & ORDERLY COMPLETION OF THE WORK ILLUSTRATED.

UTILITIES & SUBMITTALS:

1. CONTRACTOR SHALL VERIFY THE LOCATIONS OF ALL UTILITIES PRIOR TO THE INSTALLATION OF ANY WORK. MAIN LINE, METER, & CONTROLLER(S) SHALL NOT BE LOCATED WITHOUT THE PRIOR APPROVAL OF THE PROJECT LANDSCAPE ARCHITECT. ALL UTILITIES & STRUCTURES MAY NOT BE SHOWN ON THESE DOCUMENTS. VERIFICATION SHALL BE WARRANTED & NECESSARY.
2. SUBMITTALS INCLUDE, BUT ARE NOT LIMITED TO: AS-BUILT DRAWINGS; SHOP DRAWINGS; OPERATIONS MANUALS; ETC. THE CONTRACTOR SHALL REFER TO THE DETAILS & GUIDELINES SHEET FOR A COMPLETE SPECIFICATION OF THE REQUIRED SUBMITTALS.

IRRIGATION SYSTEM:

RECLAIMED PVC PIPE:

1. ALL PVC PIPING AND ALL APPLICABLE COMPONENTS NECESSARY FOR PROPER INSTALLATION SHALL BE COLOR CODED PANTONE PURPLE 532 C PVC PIPE WHICH IS DESIGNED EXCLUSIVELY TO TRANSPORT RECLAIMED WATER, AND ELIMINATE PROBLEMS OF CROSS CONTAMINATION WITH DOMESTIC POTABLE WATER SUPPLY.
2. ALL PVC PIPE SHALL BE PRINTED ON TWO SIDES AS AN EXTRA SAFETY PRECAUTION FOR EASE OF IDENTIFICATION. PVC PIPE LABEL SHALL STATE PIPE SPECIFICATIONS (SIZE, PRESSURE RATING, ETC.) AS WELL AS CAUTION - RECLAIMED WATER.

RECLAIMED O-RING PVC PIPE:

1. ALL CLASS 200 SHALL MEET ASTM-D 3139 FOR GASKETED BELL PIPE.
2. ALL PVC PIPE SHALL BE MANUFACTURED FROM RIGID PVC COMPOUND, MEETING CELL CLASS 12454-B SPECIFICATION, ACCORDING TO ASTM-D 1784 TYPE I GRADE I.

RECLAIMED SLIP-FIT PVC PIPE:

1. ALL PVC CLASS 200 PIPE SHALL BE MANUFACTURED FROM RIGID PVC COMPOUND MEETING CELL CLASS 12454-B SPECIFICATIONS, ACCORDING TO ASTM-D 1784 TYPE I GRADE I.
2. ALL PVC CLASS 200 PIPE MEETS ASTM-D 2241, FOR FLAIN END PIPE, ASTM-D 2672 FOR SOLVENT WELD BELL END PIPE AND ASTM-D 3139 FOR GASKETED BELL PIPE.

IRRIGATION SYSTEM CONTINUED:

IRRIGATION SYSTEM DATA:

1. A EXISTING STANDARD CONTROL SYSTEM IS ON-SITE. THE CONTRACTOR SHALL REVIEW SAID SYSTEM PRIOR TO EXECUTION TO ASSURE THAT THE RUNS HEREIN INDICATED ARE COMPATIBLE WITH THE CAPABILITIES OF THE CONTROL SYSTEM SPECIFIED.
2. SUBMITTALS SHALL BE PROVIDED BY THE CONTRACTOR AS SPECIFIED AND PRIOR TO THE EXECUTION OF WORK.
3. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL PERMITS, EXCEPT FOR THE SPWMD WATER USE PERMIT THAT WILL BE PROVIDED BY THE OWNER. THE CONTRACTOR SHALL COORDINATE THE REQUIREMENTS THEREIN WITH THE INSTALLATION OF THE WELL/PUMP AND SYSTEM HOOK-UP.

SPECIFICATIONS:

1. THE CONTRACTOR SHALL ACKNOWLEDGE THAT WRITTEN SPECIFICATIONS ARE PART OF THESE CONTRACT DOCUMENTS AND SHALL BE RESPONSIBLE FOR THE THOROUGH REVIEW AND ADHERENCE THERETO. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT IN A TIMELY MANNER PRIOR TO THE COMMENCEMENT OF WORK.
2. THE CONTRACT DOCUMENTS (DRAWINGS & SPECIFICATIONS) TAKE PRECEDENCE OVER ASSUMED INDUSTRY STANDARDS.

AS-BUILT DRAWINGS:

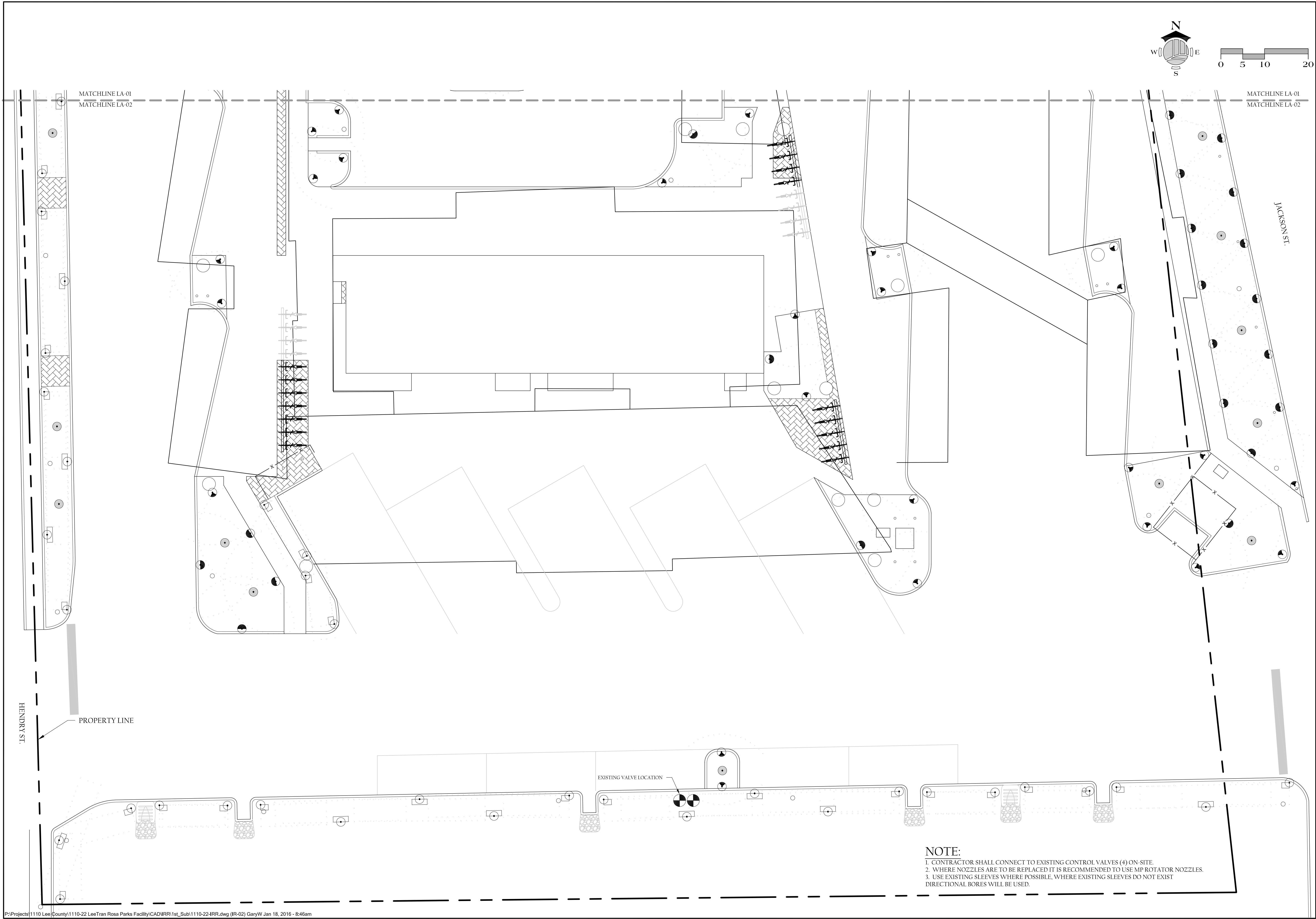
1. THE CONTRACTOR SHALL PROVIDE A COMPLETE SET OF AS-BUILT DRAWINGS AS SPECIFIED HEREIN. AS-BUILT DRAWINGS SHALL BE KEPT AND DEVELOPED ON-SITE THROUGHOUT THE COURSE OF WORK ON THE PROJECT. SUBMITTALS SHALL BE AS HEREIN SPECIFIED.

DIRECTIONAL BORES & EXISTING SLEEVES:


1. THESE DRAWINGS HAVE BEEN PREPARED UTILIZING OTHER'S DATA REPRESENTING EXISTING ROADWAYS THROUGH THE LIMITS OF WORK. THE CONTRACTOR SHALL VERIFY THAT THE PROPOSED SLEEVES ARE CONSISTENT WITH THE ROADS AS SHOWN. WHERE PROPOSED SLEEVING IS EITHER INADEQUATE OR NOT POSSIBLE AS SHOWN, THE CONTRACTOR SHALL PROVIDE A UNIT COST FOR PROVIDING THE SLEEVING AND/OR BORING NECESSARY TO EXECUTE THE WORK. UNIT PRICES SHALL ALSO INCLUDE NECESSARY DIRECTIONAL BORES, WHERE AND AS APPLICABLE.
2. SLEEVING FOR MAINLINES, SUB-MAINS, LATERALS & WIRES SHALL ALL RECEIVE THEIR OWN INDIVIDUAL SLEEVES AS SPECIFIED.
3. THE CONTRACTOR SHALL THOROUGHLY VERIFY ALL EXISTING SLEEVE LOCATIONS INDICATED ON THE DRAWINGS AND SHALL VERIFY THEM AS AN INITIAL APPLICATION OF WORK. ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE LANDSCAPE ARCHITECT PRIOR TO THE EXECUTION OF THE MAINLINE WORK.

NO.	DATE					
	R1	R2	R3	R4	R5	R6
1						
2						
3						
4						
5						
6						

DATE:	1-14-16
PROJECT NO.	1110-22
FILE NO.	1110-22-IRR.dwg
SCALE:	AS SHOWN



P:\Projects\1110 Lee County\1110-22 LeeTran Rosa Parks Facility\CAD\IRR\1st_Sub\1110-22-IRR.dwg (IR-02) GaryW Jan 18, 2016 - 8:46am



2401 FIRST STREET, SUITE 201
FORT MYERS, FLORIDA 33901
PH: (239) 226-0024 - FX: (239) 226-0094
EB-26544 CALC-26000374

Lee County BOCC
P.O. BOX 398
Fort Myers, FL 33902

LEETRAN ROSA PARKS FACILITY
LEETRAN / LEE COUNTY, FL

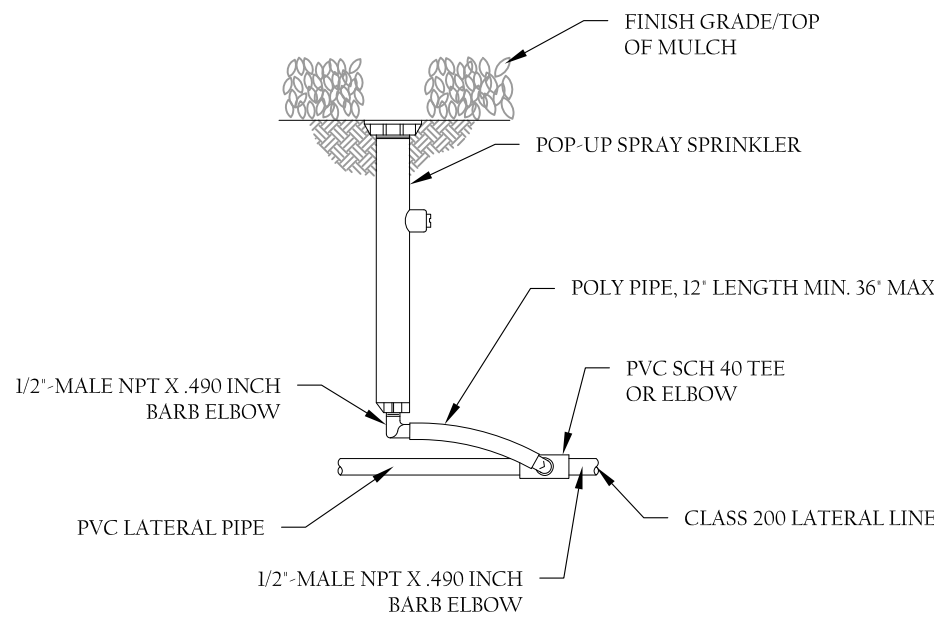
JONATHAN L. ROMINE
RLA NO. LA 666688

REVISIONS		DATE
DESCRIPTION		
NO.		
R1		
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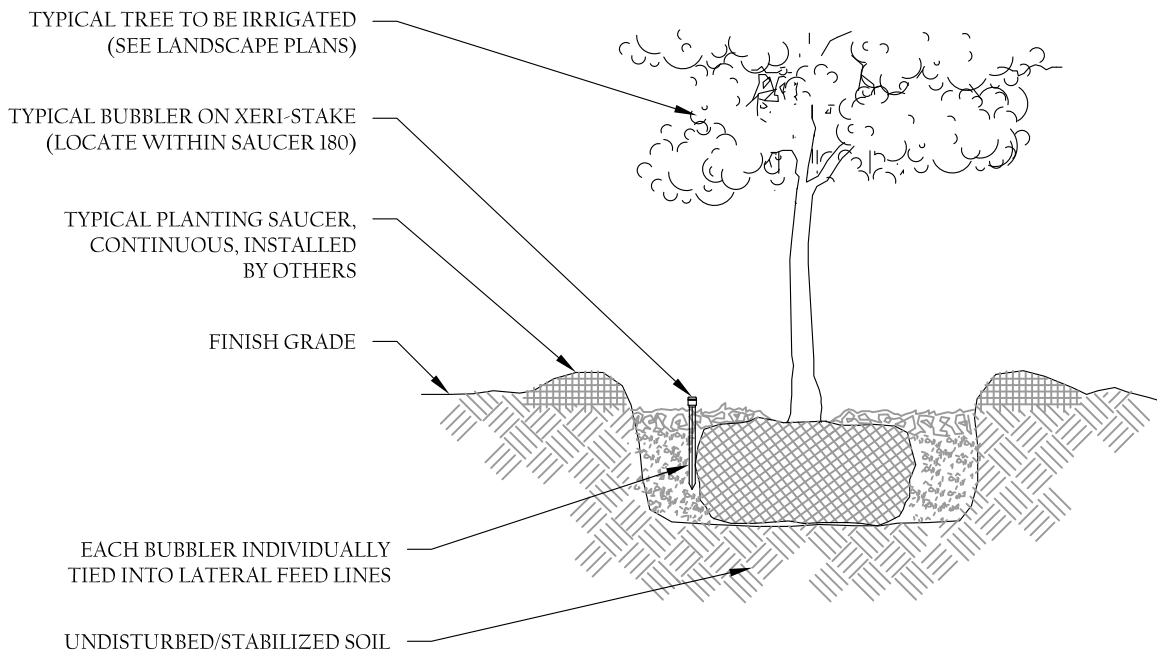
DATE:	1-14-16
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SCALE:	AS SHOWN

IRRIGATION
PLAN

IR-02

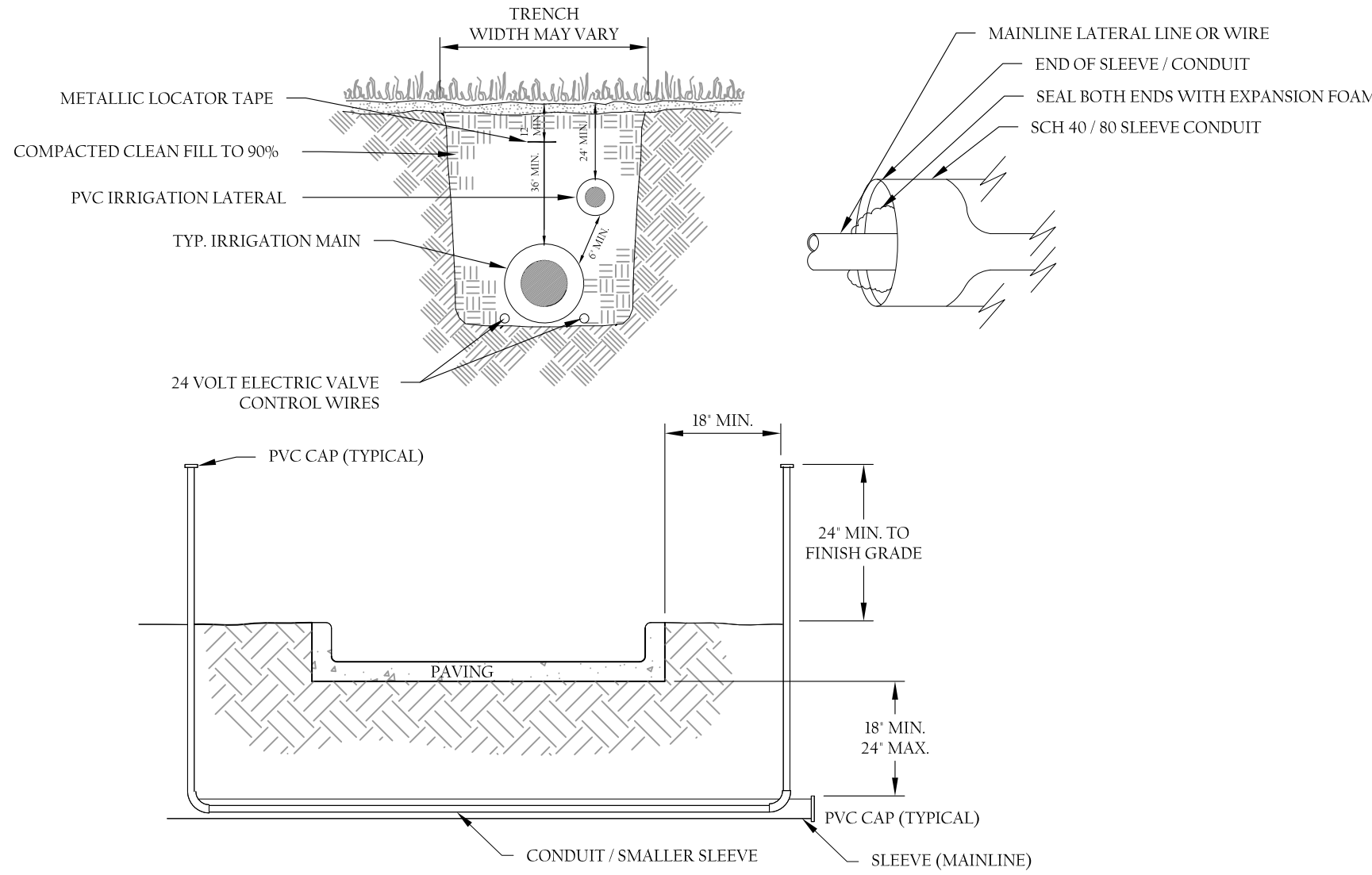


1 SPRAY HEAD DETAIL N.T.S.



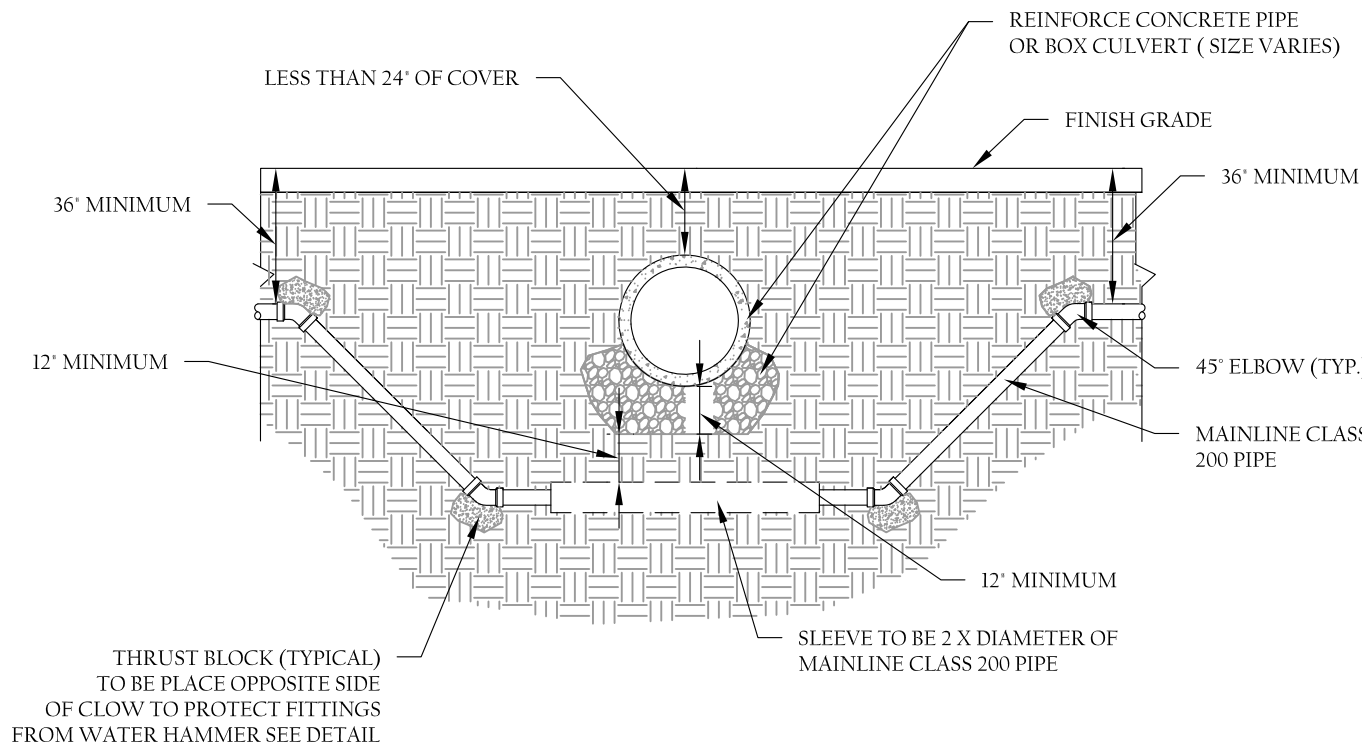
2 BUBBLER APPLICATION DETAIL N.T.S.

NOTES:
1. REFER TO PLANS FOR BUBBLER FLOW VOLUME AND BUBBLER QUANTITIES PER TREE.
2. BUBBLERS ARE TO BE PLACED AT THE MIDPOINT BETWEEN THE EDGE OF THE ROOTBALL AND THE MAIN TRUNK, PER REQUEST BY OTHERS.
3. THE BUBBLERS SHALL BE PLACED WITHIN MULCH RING.
4. PROVIDE (6 MINIMUM LENGTH) SUFFICIENT FUNNY PIPE HOSE SO THAT BUBBLERS CAN BE MOVED TO A DIFFERENT LOCATION IN THE FUTURE.
5. SECURE EACH BUBBLER IN PLACE WITH A RAINBIRD 700 XS-050 XERISTAKES.
6. BUBBLERS ARE ILLUSTRATED PLACED AT THE ROOTBALL'S PERIMETER FOR GRAPHIC CLARITY. ACTUAL LOCATION SHALL BE AS INDICATED ABOVE.
7. SECURE BUBBLER TO TOP OF ROOTBALL WITH A SOIL ANCHORING STAKE.



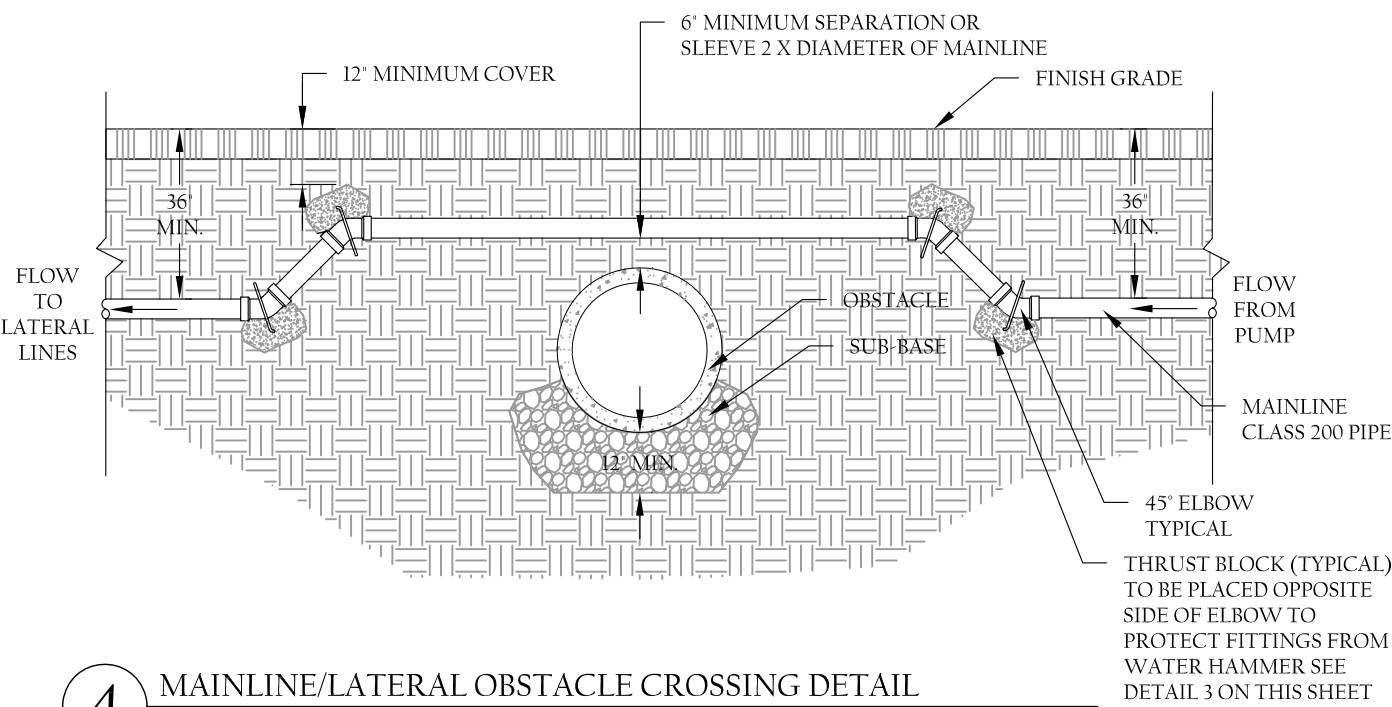
5 SLEEVING AND TRENCHING DETAIL N.T.S.

NOTES:
1. ALL PVC IRRIGATION SLEEVES TO BE SCH40 PVC AND ALL CONDUIT TO BE SCH80 PVC PIPE.
2. ALL JOINTS TO BE SOLVENT WELDED AND WATERTIGHT.
3. EXTEND THE SMALLER SLEEVE TO 24 INCHES MINIMUM ABOVE FINISH GRADE.
4. MECHANICALLY TAMP TO 95% PROCTOR.
5. PULLING PIPE IS PROHIBITED. ALL IRRIGATION PIPES AND ELECTRICAL WIRES SHALL BE IN SEPARATE SLEEVES. ANY PIPE RUNNING UNDER ANY PAVED SURFACE SHALL BE SLEEVED WHETHER SHOWN OR NOT.
6. NO JETTING OF PIPE ALLOWED.



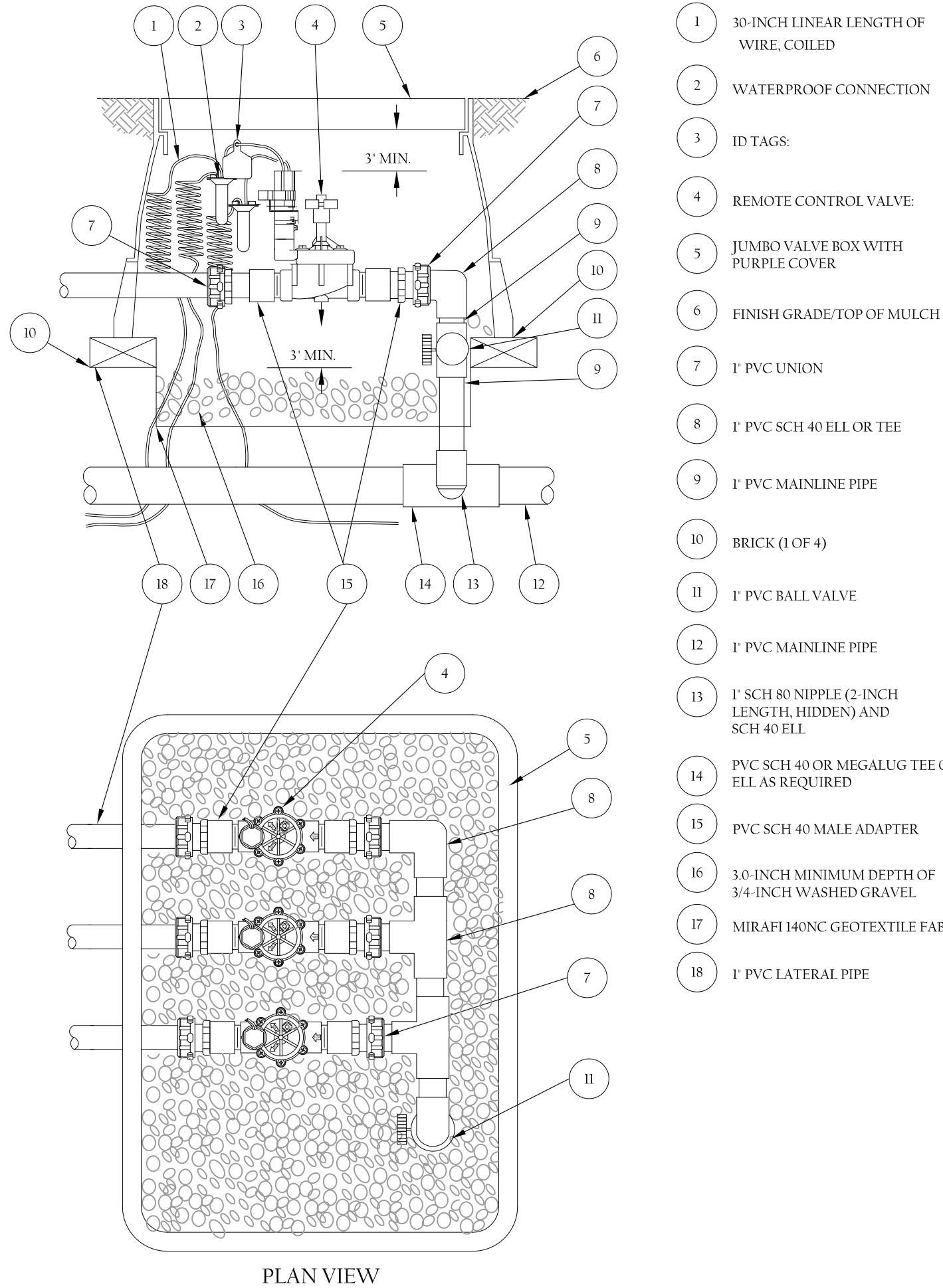
3 MAINLINE OR LATERAL CROSSING BELOW CULVERT OR RCP N.T.S.

NOTES:
1. THIS DETAIL REPRESENTS A SOLUTION WHERE 36" OF COVER CANNOT BE ACHIEVED WHEN MAINLINE CROSSES A REINFORCED CONCRETE PIPE OR BOX CULVERT.
2. BORE AND SLEEVE IS ONLY NECESSARY WHEN PIPE IS 36" OR LARGER.



4 MAINLINE/LATERAL OBSTACLE CROSSING DETAIL N.T.S.

NOTES:
THIS DETAIL REPRESENTS SOLUTION WHERE 36" OF COVER CAN BE ACHIEVED WHEN MAINLINE CROSSES A RCP.



6 VALVE MANIFOLD INSTALLATION - TYPICAL N.T.S.

IRRIGATION LEGEND

Qty	Symbol	Description
25		HUNTER PCB-10 BUBBLER
24		HUNTER MP LEFT STRIP - PROS-12-PRS30
12		HUNTER MP RIGHT STRIP - PROS-12-PRS30
20		HUNTER MP SIDE STRIP - PROS-12-PRS30
33		HUNTER MP1000 90° - PROS-12-PRS30
46		HUNTER MP1000 180° - PROS-12-PRS30

NOTE:
1. CONTRACTOR SHALL CONNECT TO EXISTING CONTROL VALVES (4) ON-SITE.
2. WHERE NOZZLES ARE TO BE REPLACED IT IS RECOMMENDED TO USE MP ROTATOR NOZZLES.
3. USE EXISTING SLEEVES WHERE POSSIBLE, WHERE EXISTING SLEEVES DO NOT EXIST DIRECTIONAL BORES WILL BE USED.

NO.	DATE	DESCRIPTION
R1		
R2		
R3		
R4		
R5		
R6		

DATE:	1-14-16
PROJECT NO.	1110-22
FILE NO.	1110-22-IRR.dwg
SCALE:	AS SHOWN

COMPONENTS OF CONTRACT PLAN SET

LANDSCAPE PLANS

A DETAILED INDEX APPEARS ON THE KEY SHEET OF EACH COMPONENT

LEE COUNTY
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED

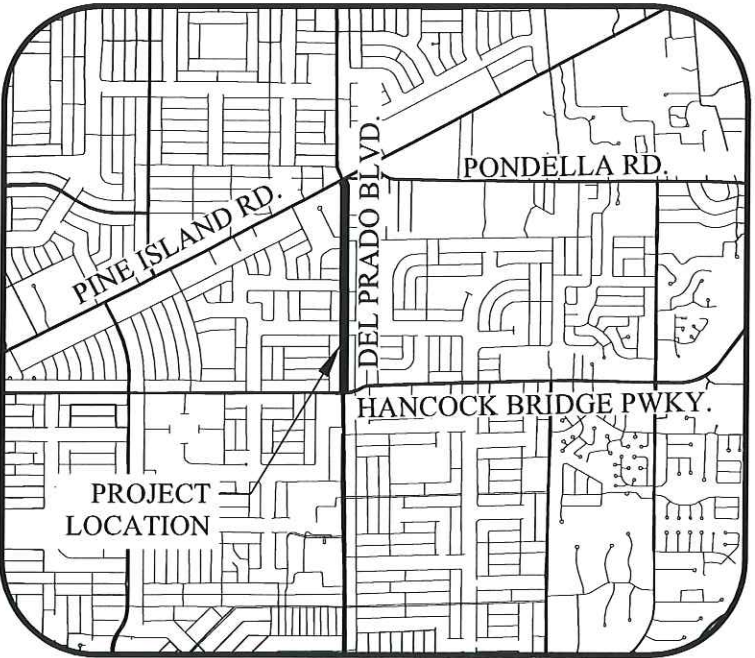
DEL PRADO BLVD. (±1.1 MILES)

FROM HANCOCK BRIDGE PKWY. TO PINE ISLAND RD.
LANDSCAPE IMPROVEMENTS

DESIGN SPEED - 45 MPH
DESIGN VEHICLE - PASSENGER CAR



LOCATION OF PROJECT



VICINITY MAP
N.T.S.



INDEX OF LANDSCAPE PLANS

SHEET NO.	DESCRIPTION
COVER K-01	COVER KEY SHEET
T-01 - T-03	LANDSCAPE TABULATION OF QUANTITIES
LA-01 - LA-20	LANDSCAPE PLANS
LA - 21	LANDSCAPE DETAILS
LA - 22	LANDSCAPE DETAILS AND NOTES

100% LANDSCAPE PLANS
MAY 4, 2016

NOTE
CONTRACTOR SHALL CALL
SUNSHINE STATE ONE CALL OF FLORIDA, INC.
AT LEAST 48 HOURS PRIOR TO EXCAVATION
1-(800)-432-4770

LCDOT PROJECT MANAGER: ROBERT DEBROCK

PLANS PRODUCED FOR:



SOUTHWEST
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DEPARTMENT
of
TRANSPORTATION

PUBLIC WORKS ADMINISTRATION

PLANS PREPARED BY:

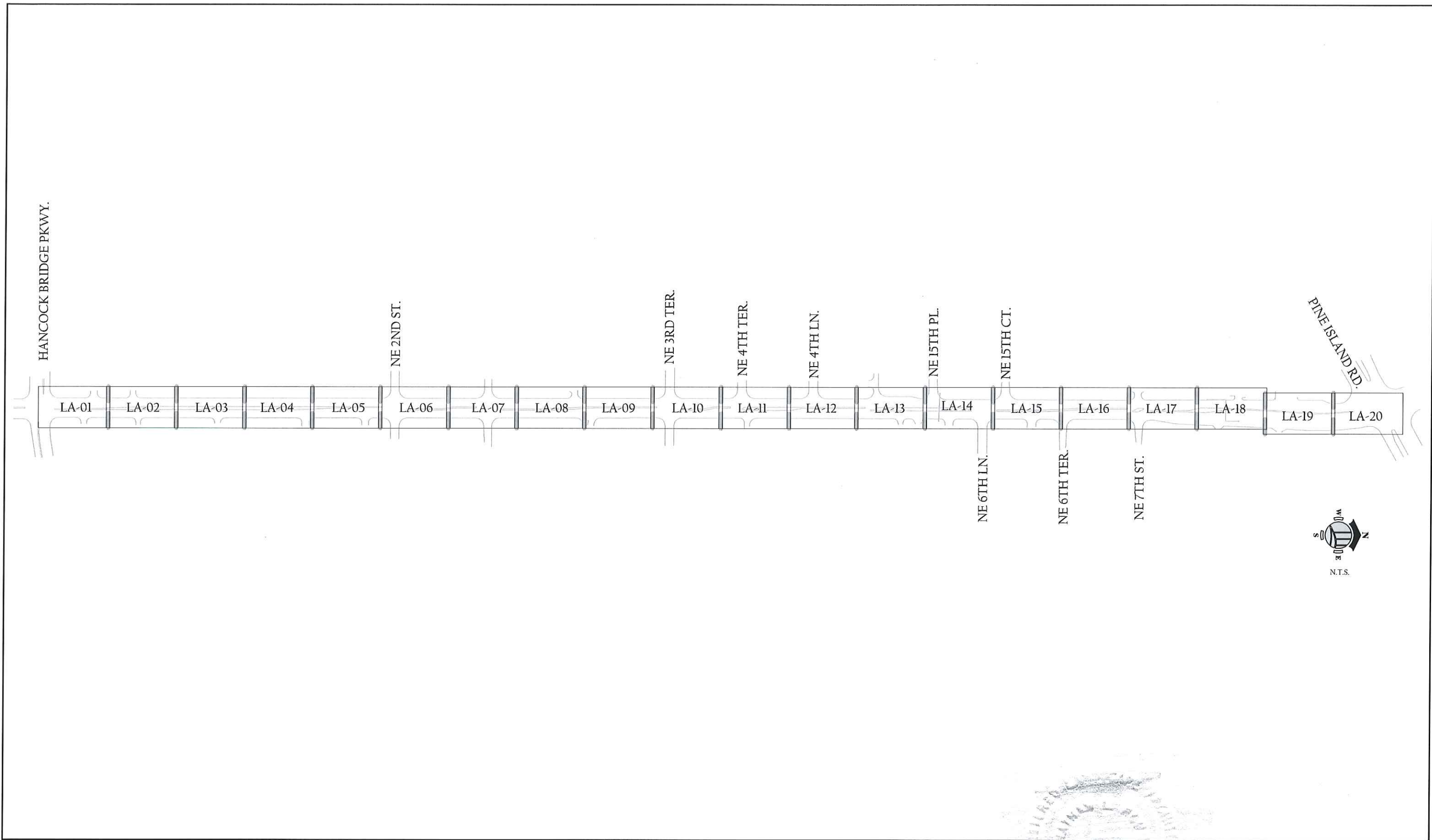


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REVISION:	PLAN REVISIONS:	DATE:
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Jonathan L. Romine, RLA
LA6666881

COVER
Sheet Number:





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LEE COUNTY
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Project Manager:	JLR
Drawn By:	GVV
Project Number:	III0 36
Cad File:	III0 26 LSP.dwg
Scale:	AS SHOWN
Date:	5-4-16
Issued:	T.R.D.
Status:	100% PLANS

PROJECT:
DEL PRADO LANDSCAPE ENHANCEMENTS

HANCOCK BRIDGE PKWY. TO PINE ISLAND RD.

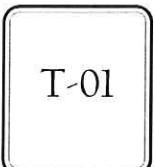
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		DESCRIPTION:	

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6.14.16

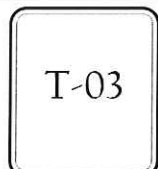
JONATHAN L. ROMINE
RLANO, LA 6666881

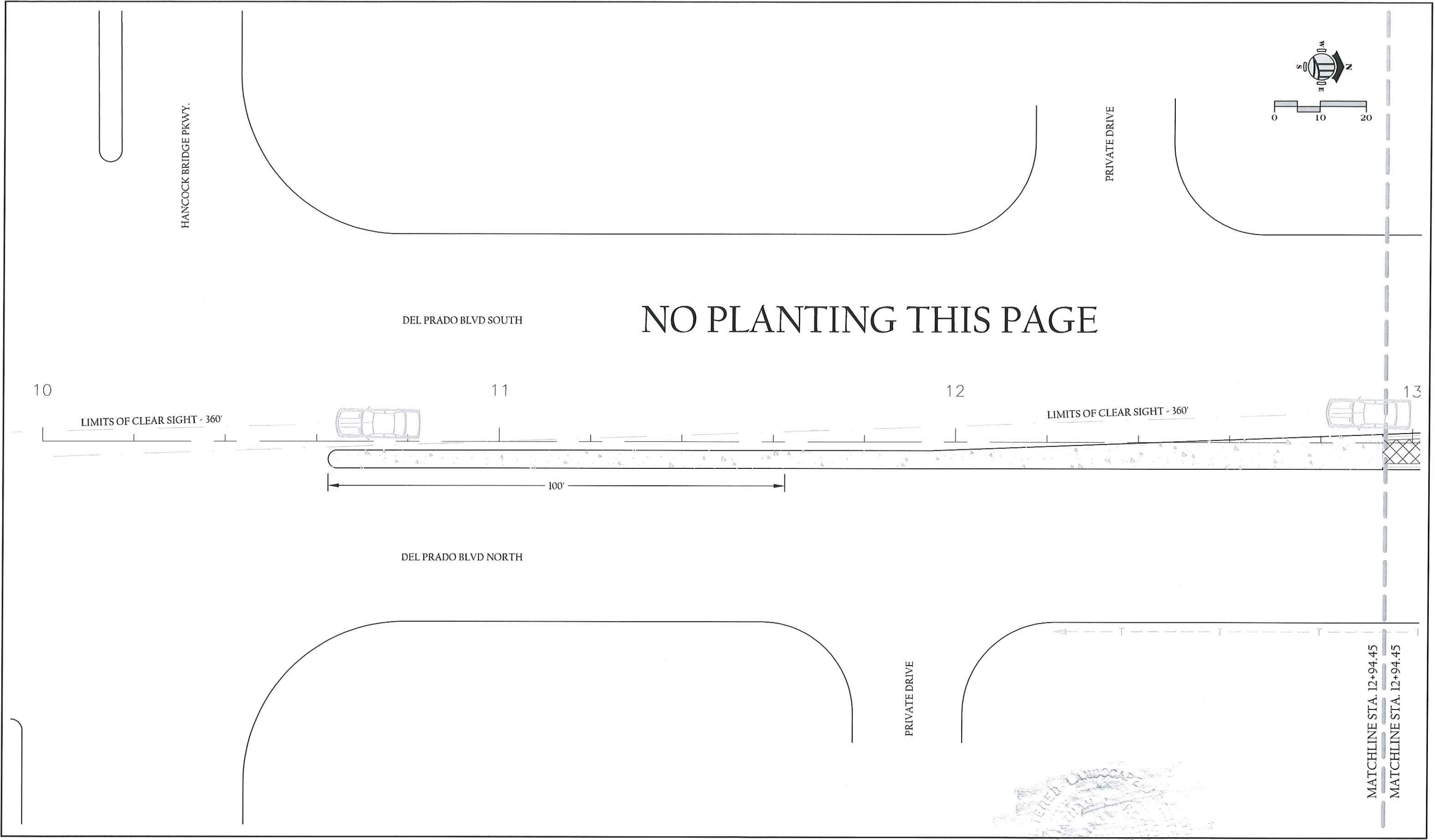
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(100% SUBMITTAL)

K-01

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Project Manager:	JLR
Drawn By:	GJV
Project Number:	1110-26
Cad File:	1110-26-LSP.dwg
Scale:	AS SHOWN
Date:	5-4-16
Issued:	T.B.D.
Status:	100% PLANS

PROJECT:
DEL PRADO LANDSCAPE ENHANCEMENTS

HANCOCK BRIDGE PKWY. TO PINE ISLAND RD.

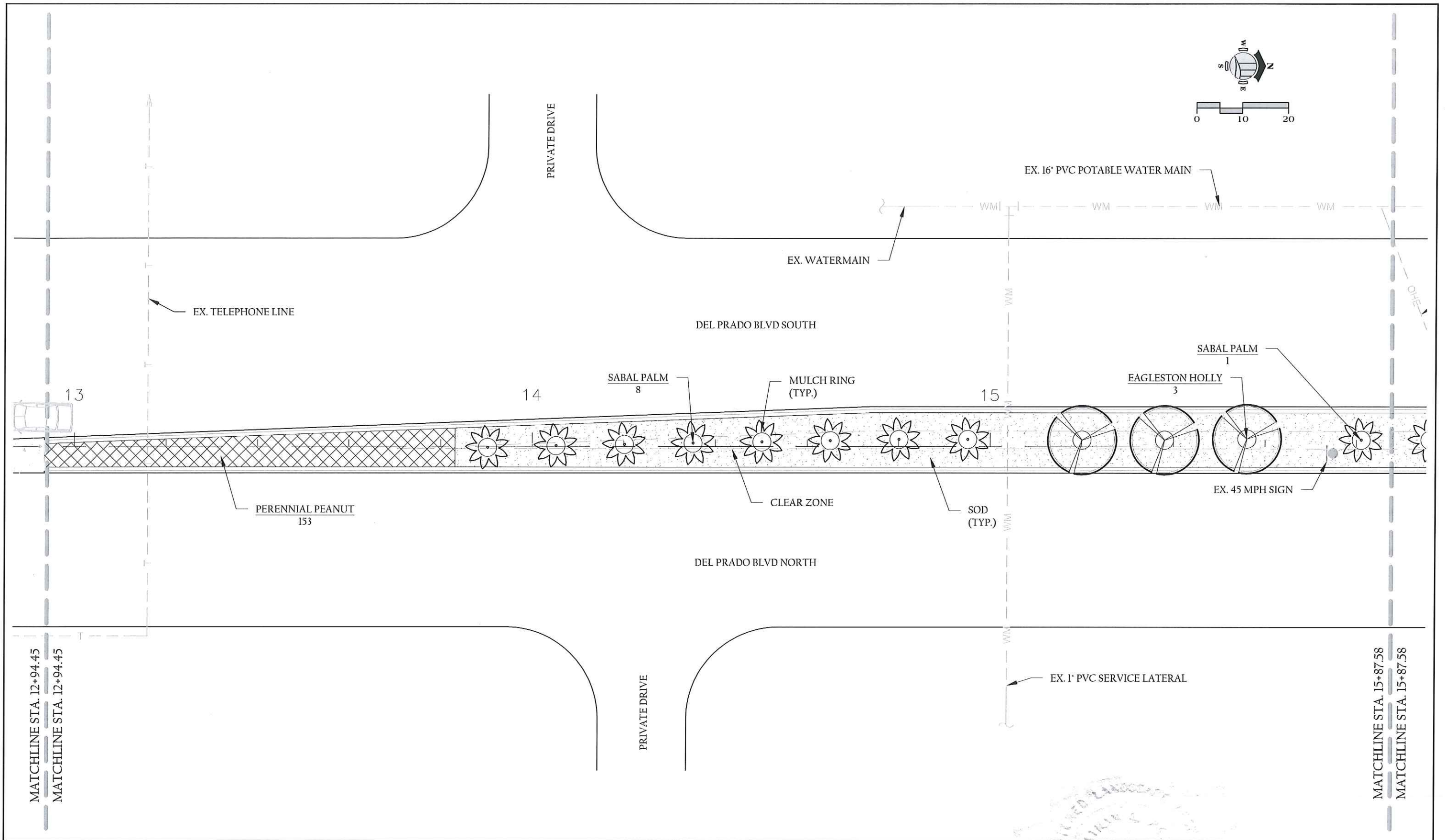
REVISION	PLAN REVISIONS DESCRIPTION	DATE

8 JV
6.14.16

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REA NO. LA 6666881

LANDSCAPE PLAN
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LA-01



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Project Manager:	JLR
Drawn By:	GW
Project Number:	1110-26
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Issued:	T.B.D.
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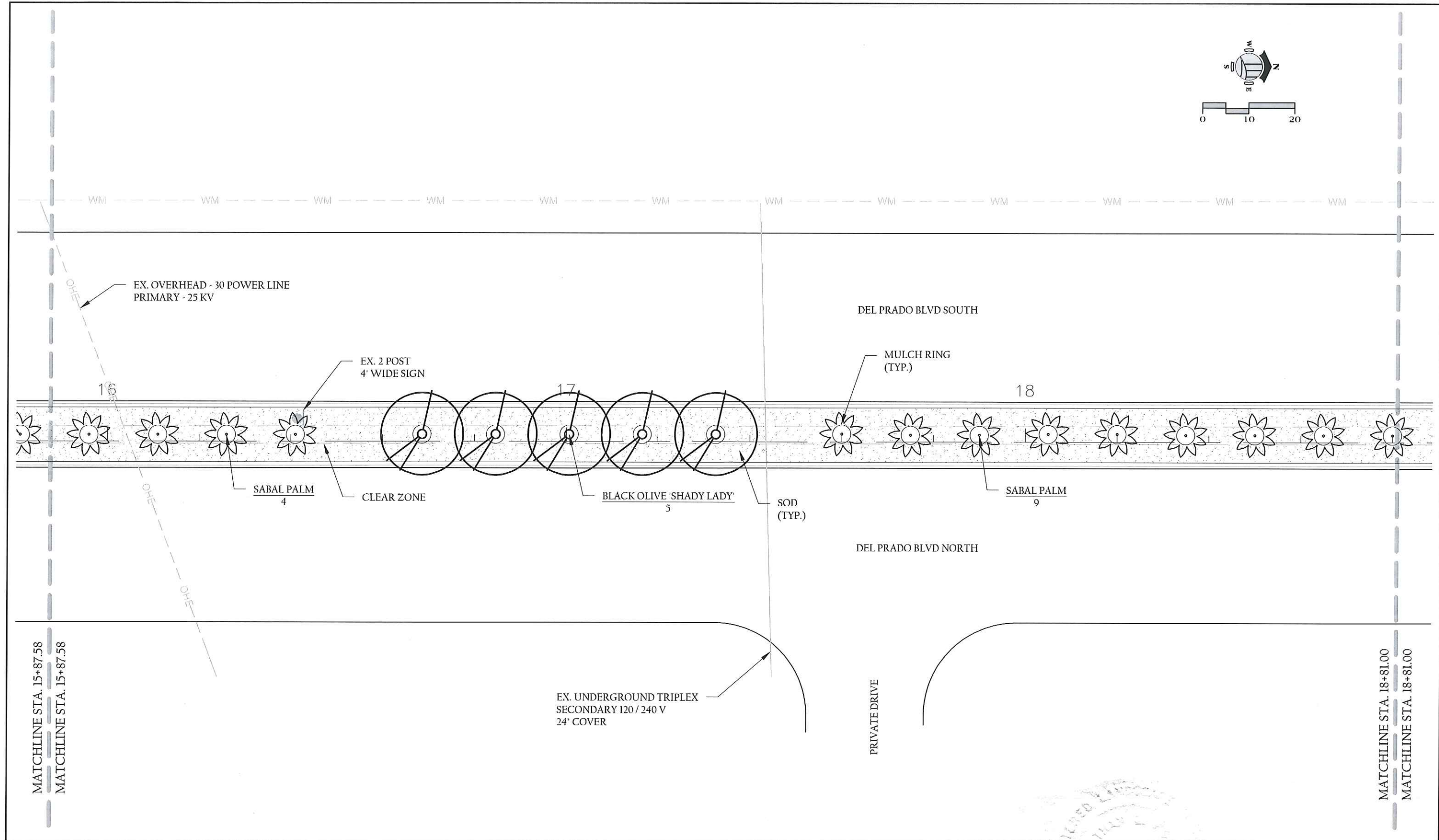
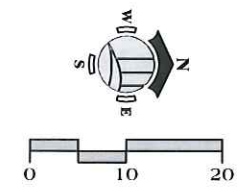
PROJECT:
DEL PRADO LANDSCAPE ENHANCEMENTS
HANCOCK BRIDGE PKWY. TO PINE ISLAND RD.

REVISION:	PLAN REVISIONS: DESCRIPTION:	DATE:

8520
6-14-16
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RIA NO. LA 6666881

LANDSCAPE PLAN
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LA-02





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Project Manager:	JLR
Drawn By:	GVV
Project Number:	III0 36
Cad File:	III0 26 LSP.dwg
Scale:	AS SHOWN
Date:	5-4-16
Issued:	T.R.D.
Status:	100% PLANS

PROJECT:
DEL PRADO LANDSCAPE ENHANCEMENTS

HANCOCK BRIDGE PKWY. TO PINE ISLAND RD.

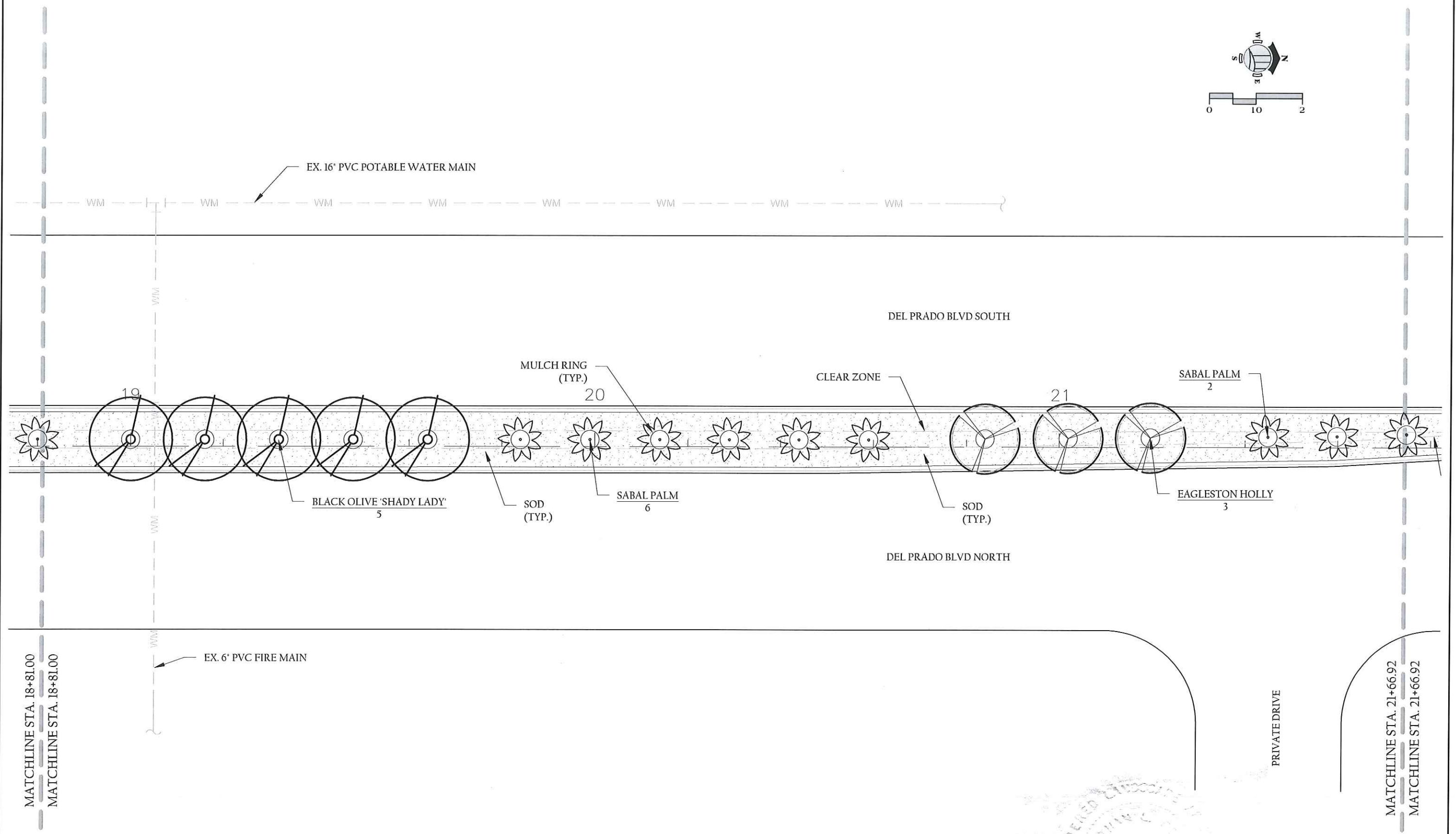
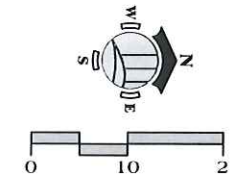
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REA NO. LA 6666881

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LA-03





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Project Manager:	JLR
Drawn By:	GW
Project Number:	1110-36
Cad File:	1110-26 LSP.dwg
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Date:	5-4-16
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PROJECT:
DEL PRADO LANDSCAPE ENHANCEMENTS

HANCOCK BRIDGE PKWY. TO PINE ISLAND RD.

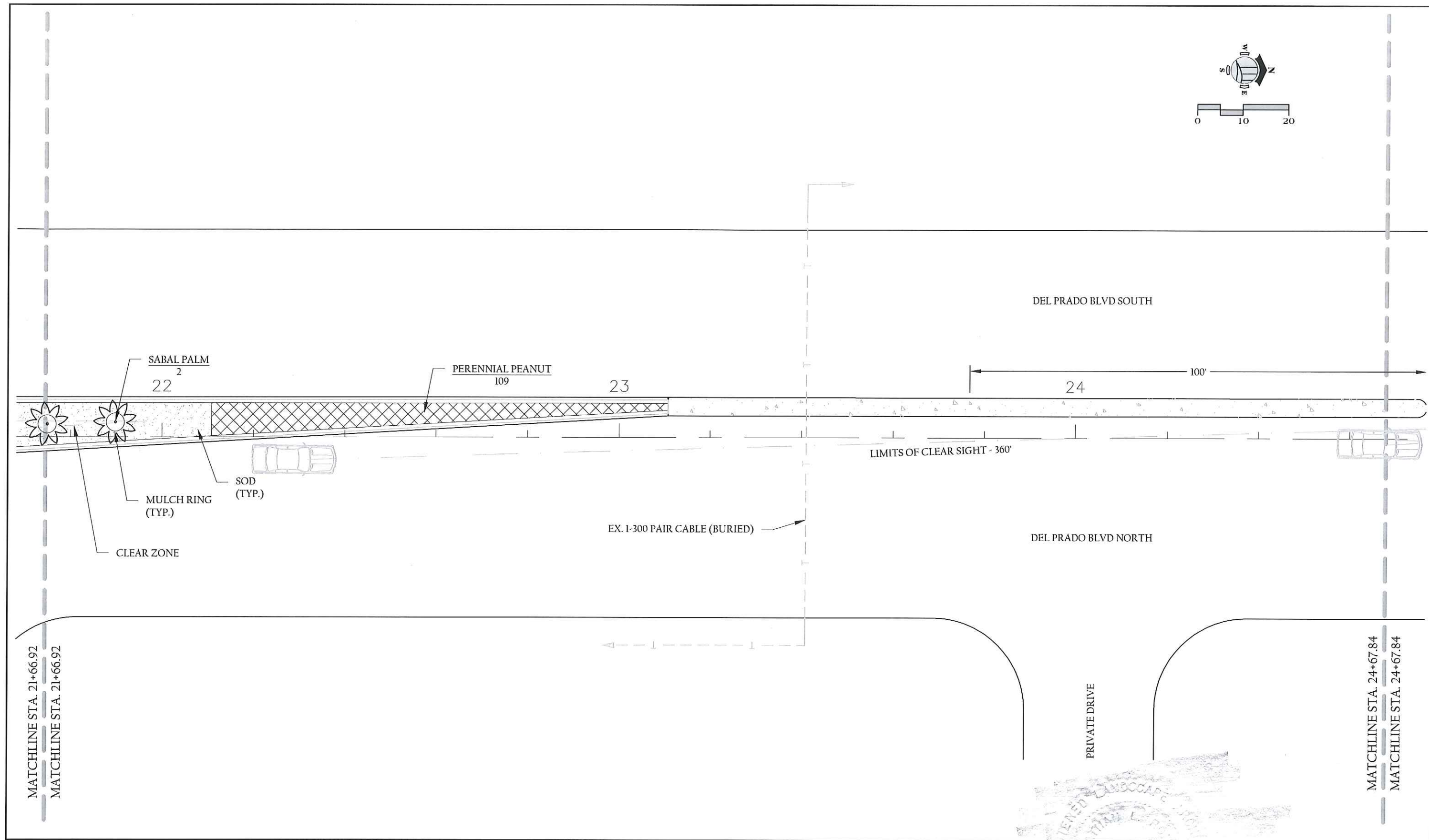
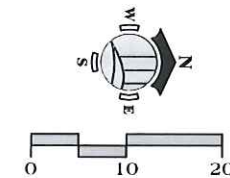
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LANDSCAPE PLAN
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LA-04



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DEPARTMENT of TRANSPORTATION
PUBLIC WORKS ADMINISTRATION

Project Manager:	JLR
Drawn By:	GVW
Project Number:	1110-36
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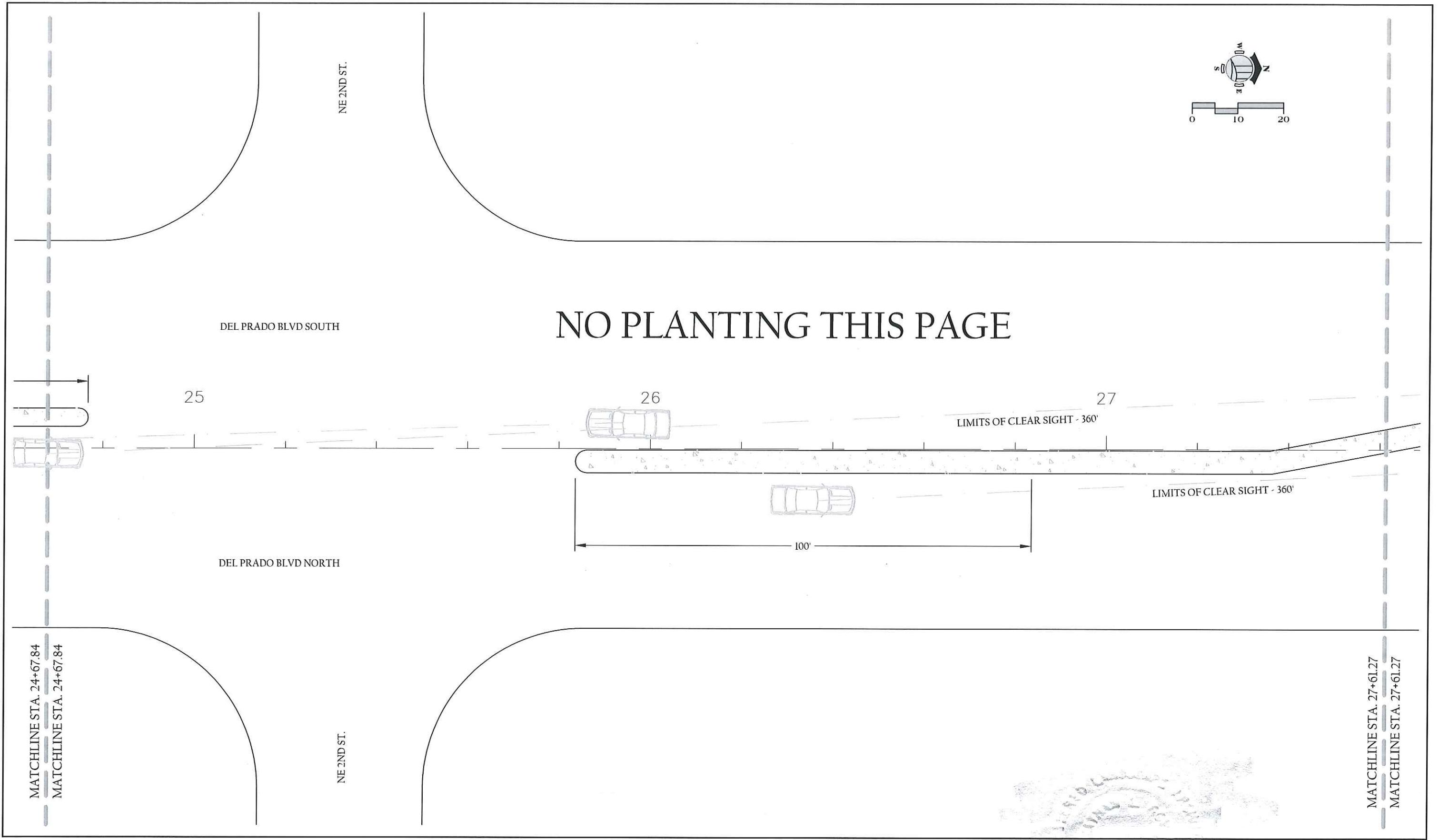
PROJECT:
DEL PRADO LANDSCAPE ENHANCEMENTS
HANCOCK BRIDGE PKWY. TO PINE ISLAND RD.

REVISION:	PLAN REVISIONS: DESCRIPTION:	DATE:

850
6.14.16
JONATHAN L. ROMINE
RIA NO. LA 666688

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LA-05




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PUBLIC WORKS ADMINISTRATION

Project Manager:	JLR
Drawn By:	GW
Project Number:	1110-26
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PROJECT:
DEL PRADO LANDSCAPE ENHANCEMENTS

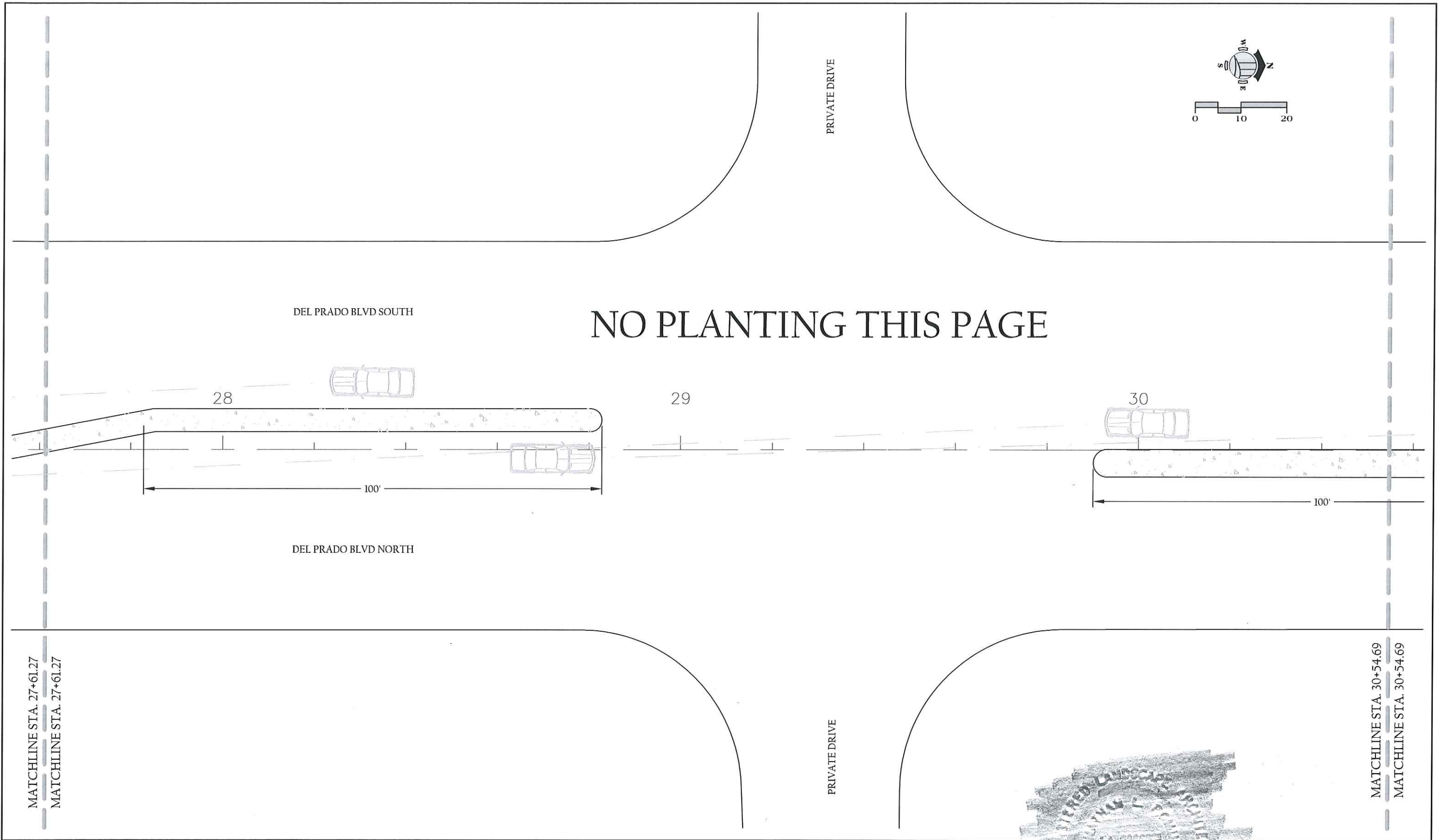
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PLAN REVISIONS		
REVISION	DESCRIPTION	DATE


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JONATHAN L. ROMINE
RLA NO. LA 6666881

LANDSCAPE PLAN
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LA-06





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DEPARTMENT
of
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PUBLIC WORKS ADMINISTRATION

Project Manager:	JLR
Drawn By:	GW
Project Number:	HM-26
Cad File:	HM-26 LSP.dwg
Scale:	AS SHOWN
Date:	5-4-16
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Status:	100% PLANS

PROJECT:
DEL PRADO LANDSCAPE ENHANCEMENTS

HANCOCK BRIDGE PKWY. TO PINE ISLAND RD.

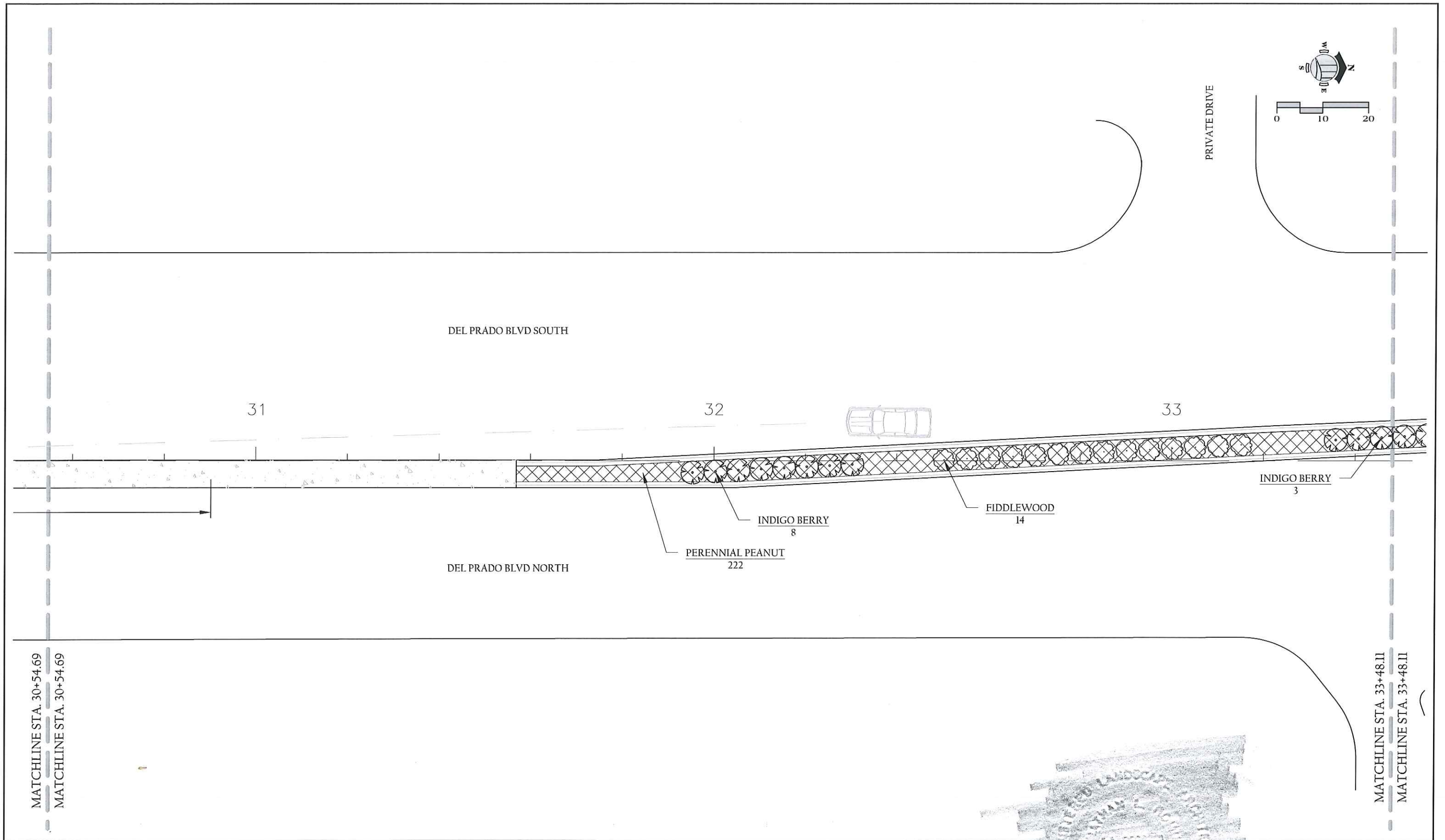
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REVISION:	DESCRIPTION:	DATE:



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6.14.16
JONATHAN L. ROSSINI
RLA NO. LA 6666881

LANDSCAPE PLAN
(100% SUBMITTAL)

LA-07



Project Manager:	JLR
Drawn By:	GAV
Project Number:	1110-26
Cad File:	1110-26 LSP.dwg
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Date:	5-4-16
Issued:	T.B.D.
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PROJECT:
DEL PRADO LANDSCAPE ENHANCEMENTS

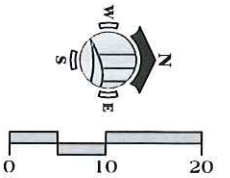
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REVISION:	PLAN REVISIONS DESCRIPTION:	DATE:



LANDSCAPE PLAN
(100% SUBMITTAL)

LA-08



DEL PRADO BLVD SOUTH

35

36

100'

34

LIMITS OF CLEAR SIGHT - 360'

PERENNIAL PEANUT
59

INDIGO BERRY
5

DEL PRADO BLVD NORTH

MATCHLINE STA. 33+48.11
MATCHLINE STA. 33+48.11

PRIVATE DRIVE

MATCHLINE STA. 36+41.54
MATCHLINE STA. 36+41.54

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Project Manager: JLR
Drawn By: GVV
Project Number: 1110-36
Cad File: 1110-36 LSP.dwg
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Date: 5-4-16
Issued: T.R.D.
Status: 100% PLANS

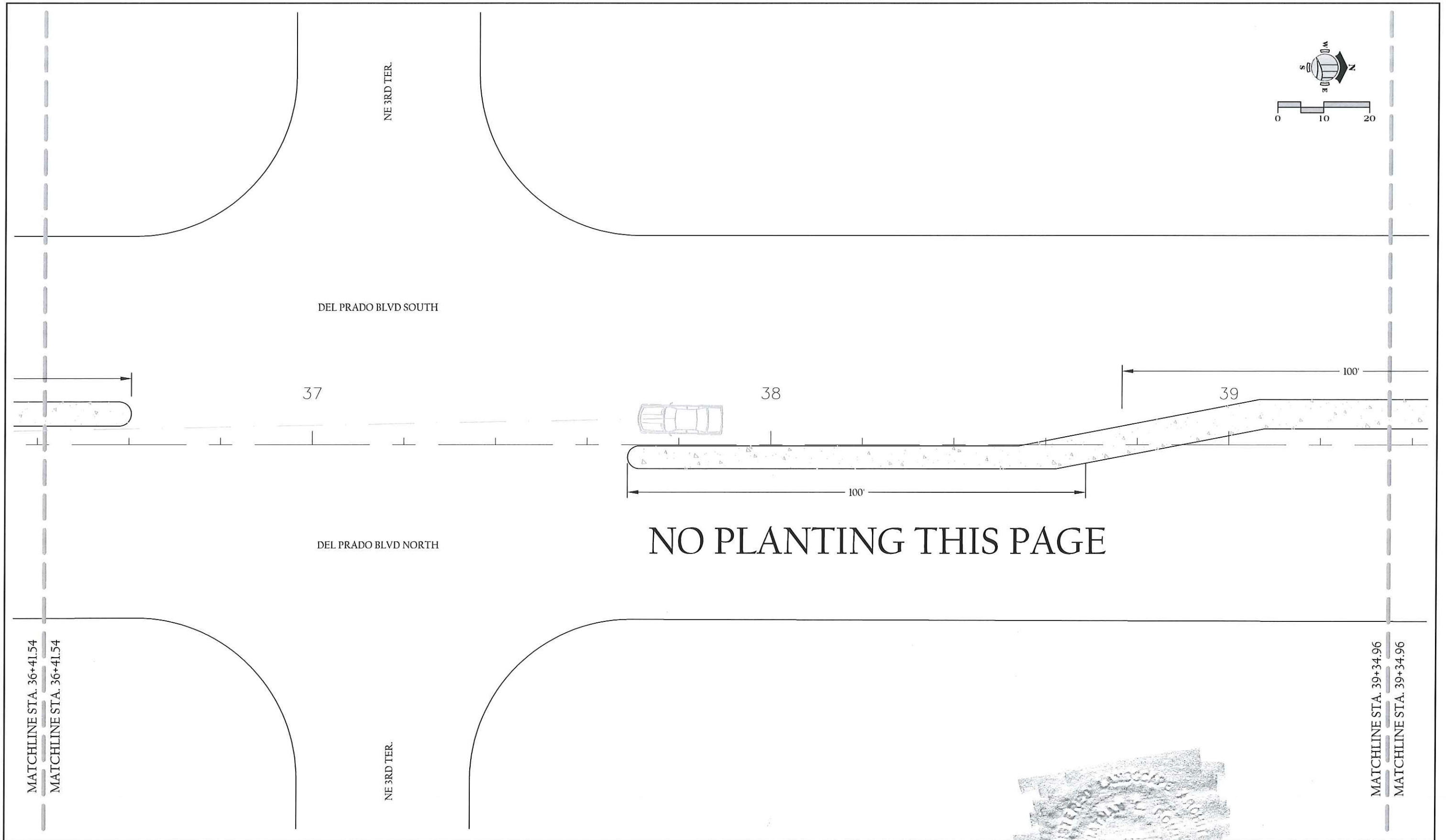
PROJECT:
DEL PRADO LANDSCAPE ENHANCEMENTS
HANCOCK BRIDGE PKWY. TO PINE ISLAND RD.

REVISION	PLAN REVISIONS	
	DESCRIPTION	DATE

Jonathan L. Romine
6-14-16
JONATHAN L. ROMINE
REA NO. LA 6666881

LANDSCAPE PLAN
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LA-09



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Project Manager:	JLR
Drawn By:	GW
Project Number:	HO-26
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Issued:	T.R.D.
Status:	100% PLANS

PROJECT:
DEL PRADO LANDSCAPE ENHANCEMENTS

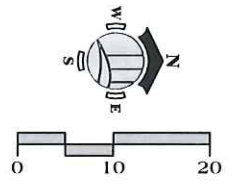
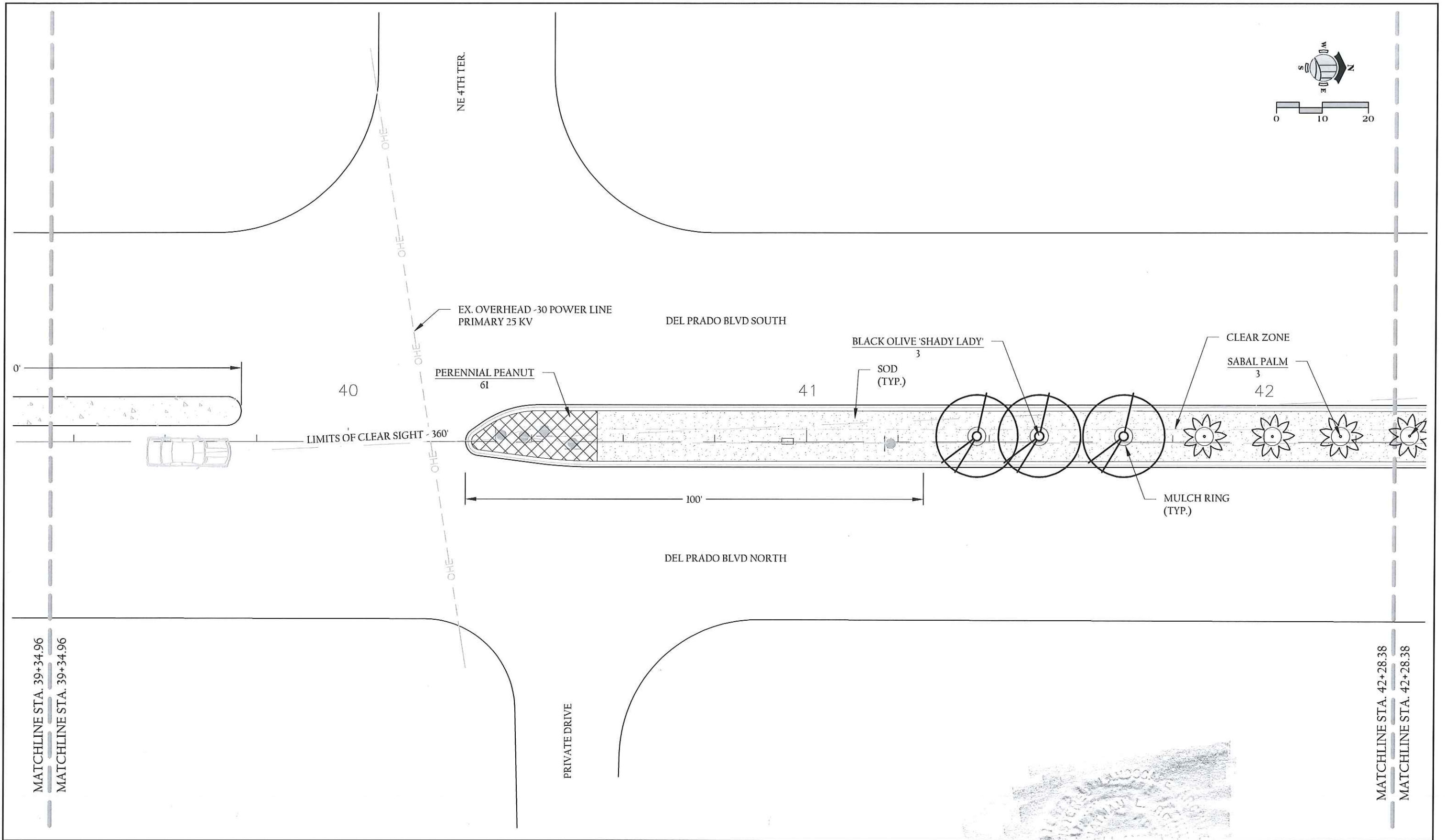
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PLAN REVISIONS		
REVISION	DESCRIPTION	DATE


JONATHAN L. ROMINE
RLA NO. LA 6666881

LANDSCAPE PLAN
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LA-10



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Project Manager:	JLR
Drawn By:	GW
Project Number:	HM-26
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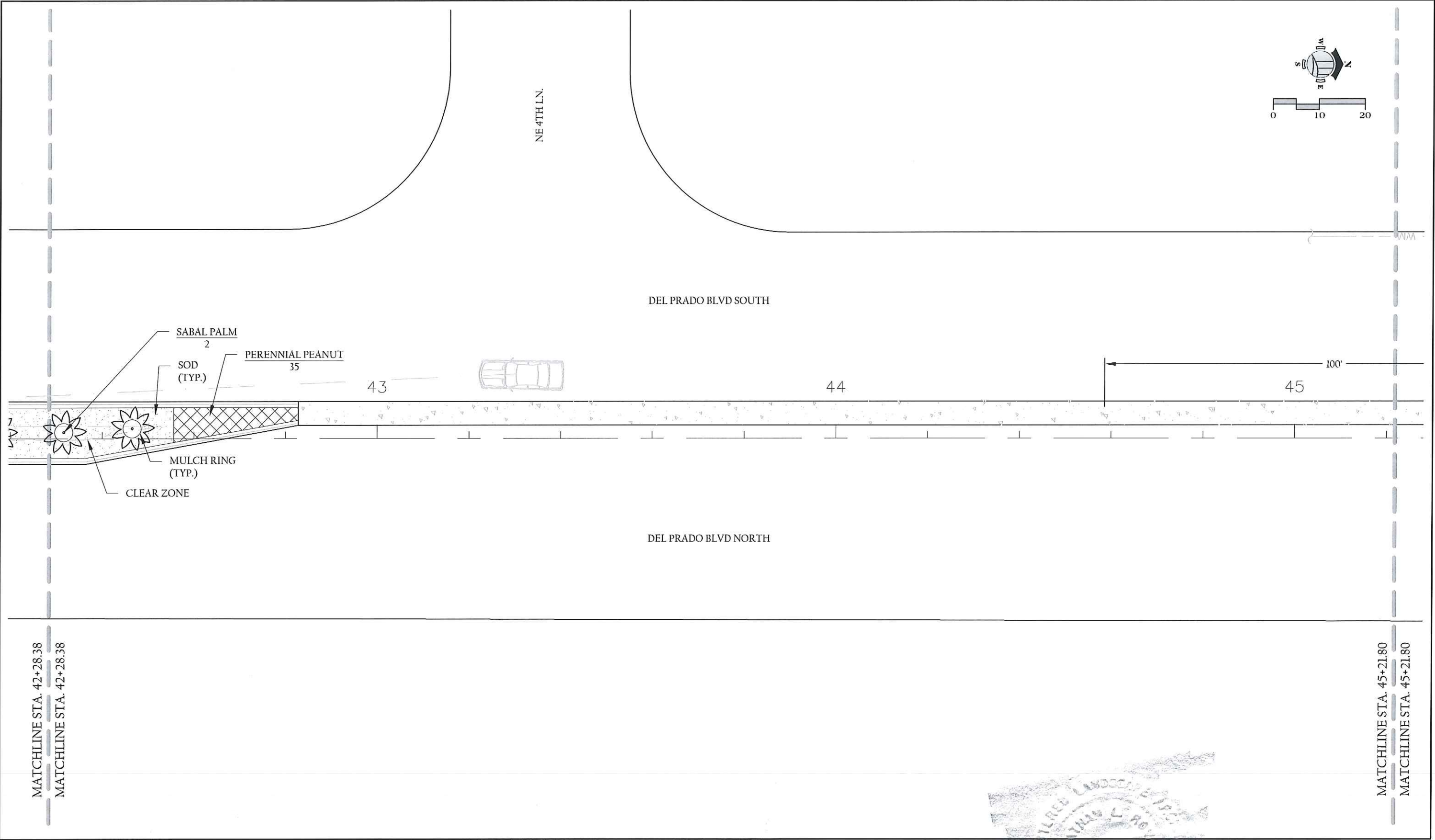
PROJECT:
DEL PRADO LANDSCAPE ENHANCEMENTS
 HANCOCK BRIDGE PKWY. TO PINE ISLAND RD.

REVISION	PLAN REVISIONS DESCRIPTION	DATE

Handwritten signature and date: 6.14.16
 JONATHAN L. ROMINE
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LANDSCAPE PLAN
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LA-11





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Project Manager:	JLR
Drawn By:	GW
Project Number:	1110-26
Cad File:	1110-26 LSP.dwg
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Date:	5-4-16
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Status:	100% PLANS

PROJECT:
DEL PRADO LANDSCAPE ENHANCEMENTS

HANCOCK BRIDGE PKWY. TO PINE ISLAND RD.

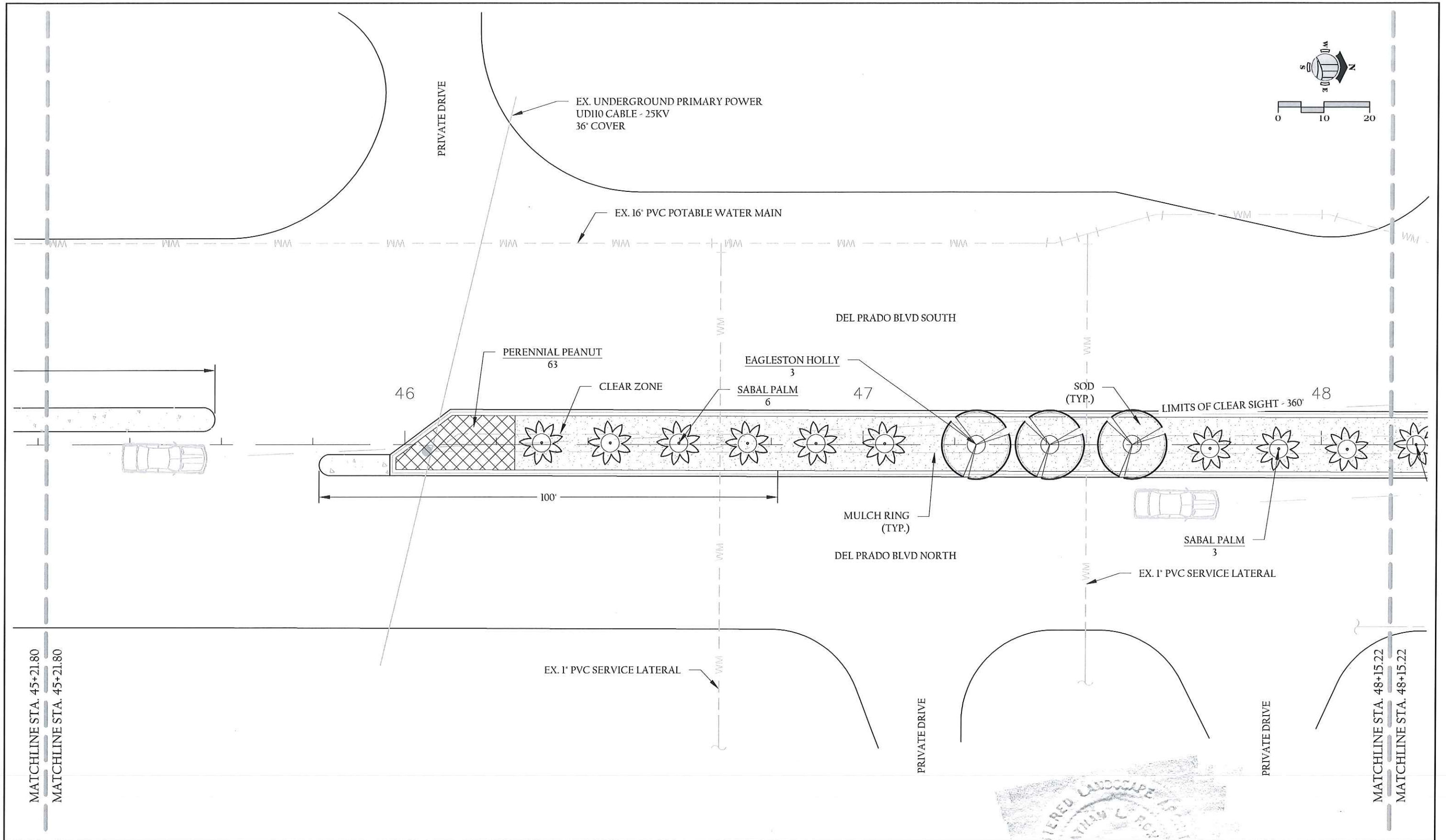
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LANDSCAPE PLAN
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Project Manager:	JLR
Drawn By:	GVV
Project Number:	H10-26
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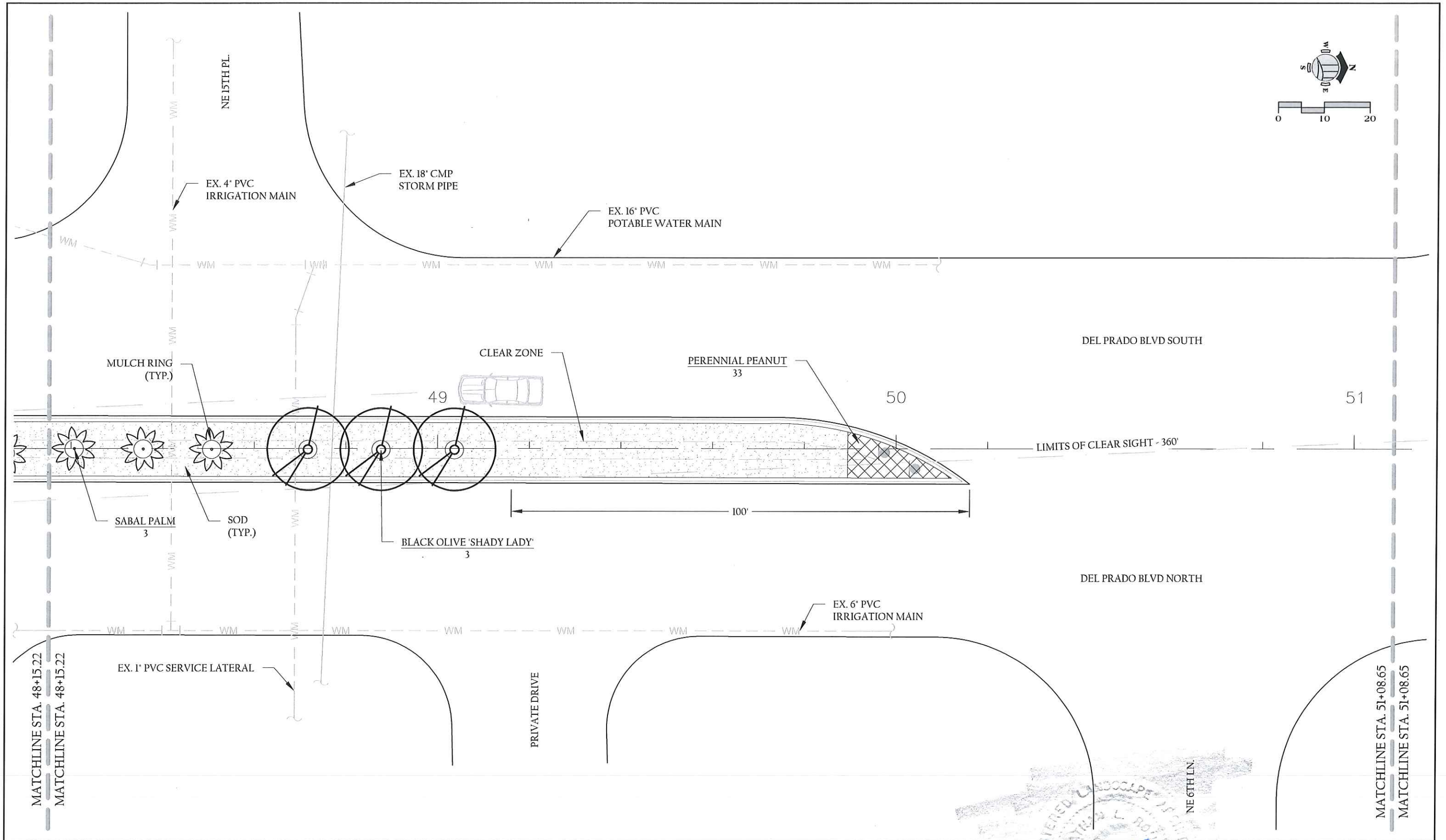
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DEL PRADO LANDSCAPE ENHANCEMENTS
 HANCOCK BRIDGE PKWY. TO PINE ISLAND RD.

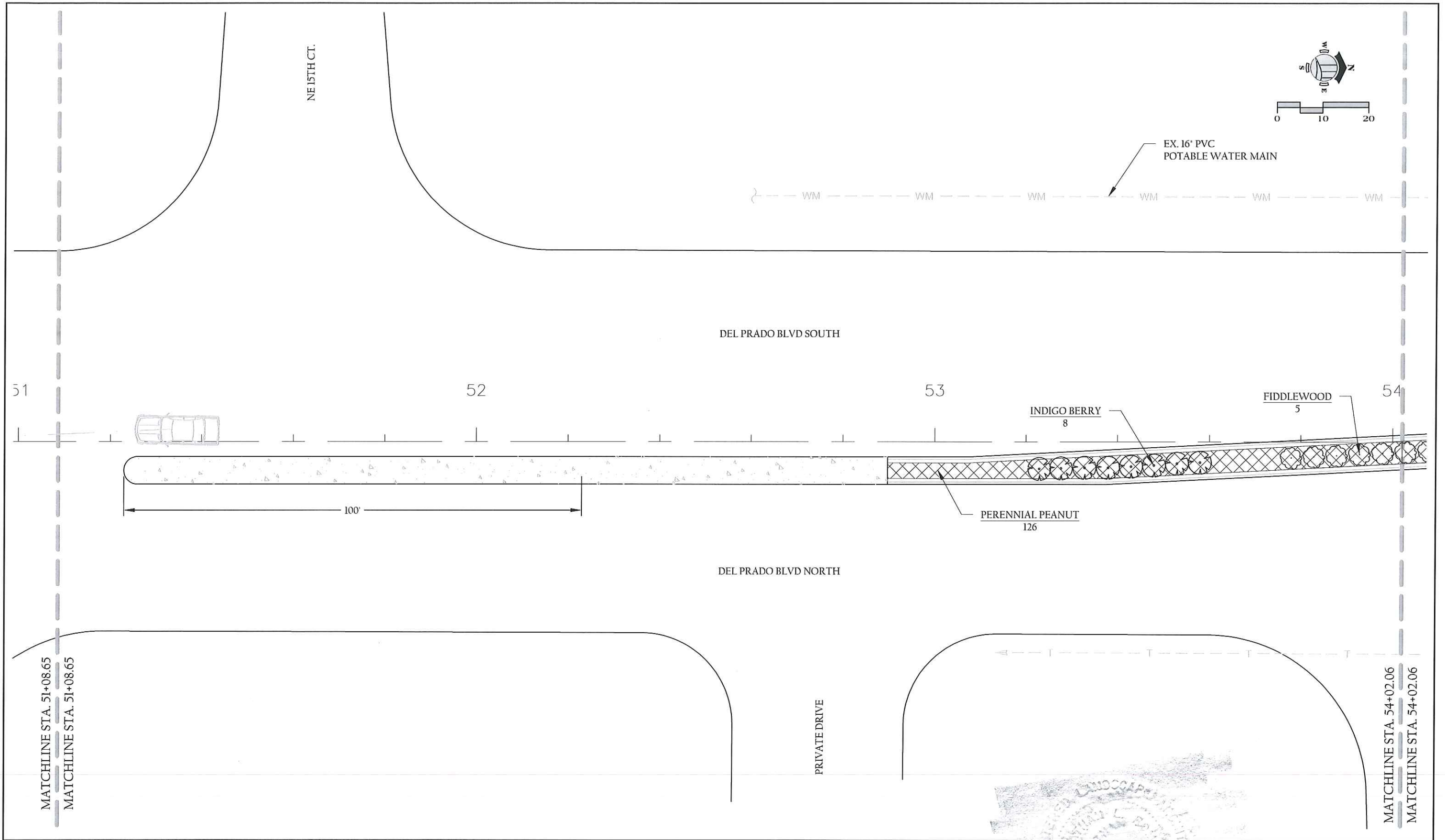
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LANDSCAPE PLAN
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LA-13





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Project Manager:	JLR
Drawn By:	GV
Project Number:	110-26
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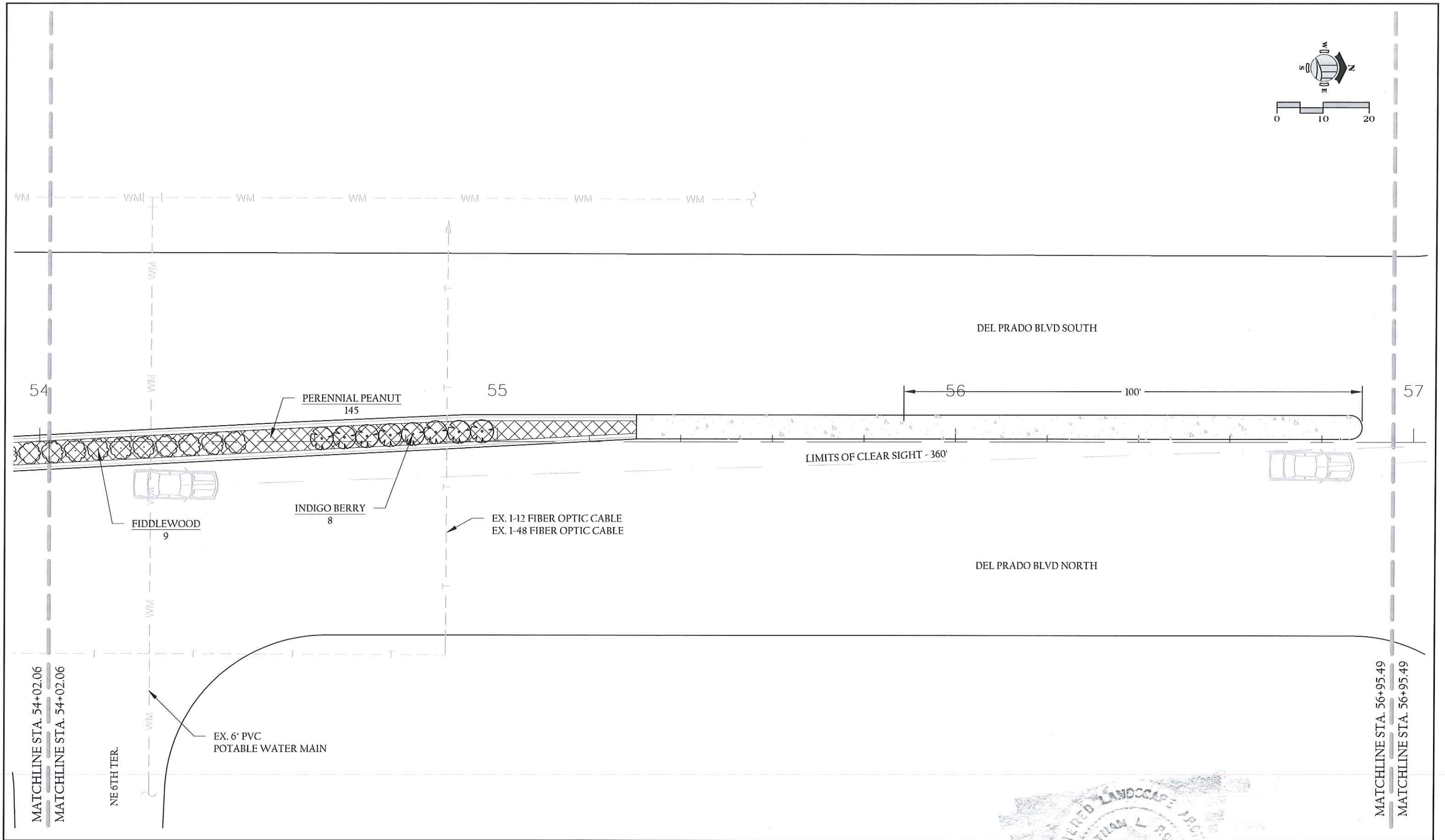
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DEL PRADO LANDSCAPE ENHANCEMENTS
 HANCOCK BRIDGE PKWY. TO PINE ISLAND RD.

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LANDSCAPE PLAN
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LA-15





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Project Manager:	JLR
Drawn By:	GW
Project Number:	1110-26
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Date:	5-4-16
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PROJECT:
DEL PRADO LANDSCAPE ENHANCEMENTS

HANCOCK BRIDGE PKWY. TO PINE ISLAND RD.

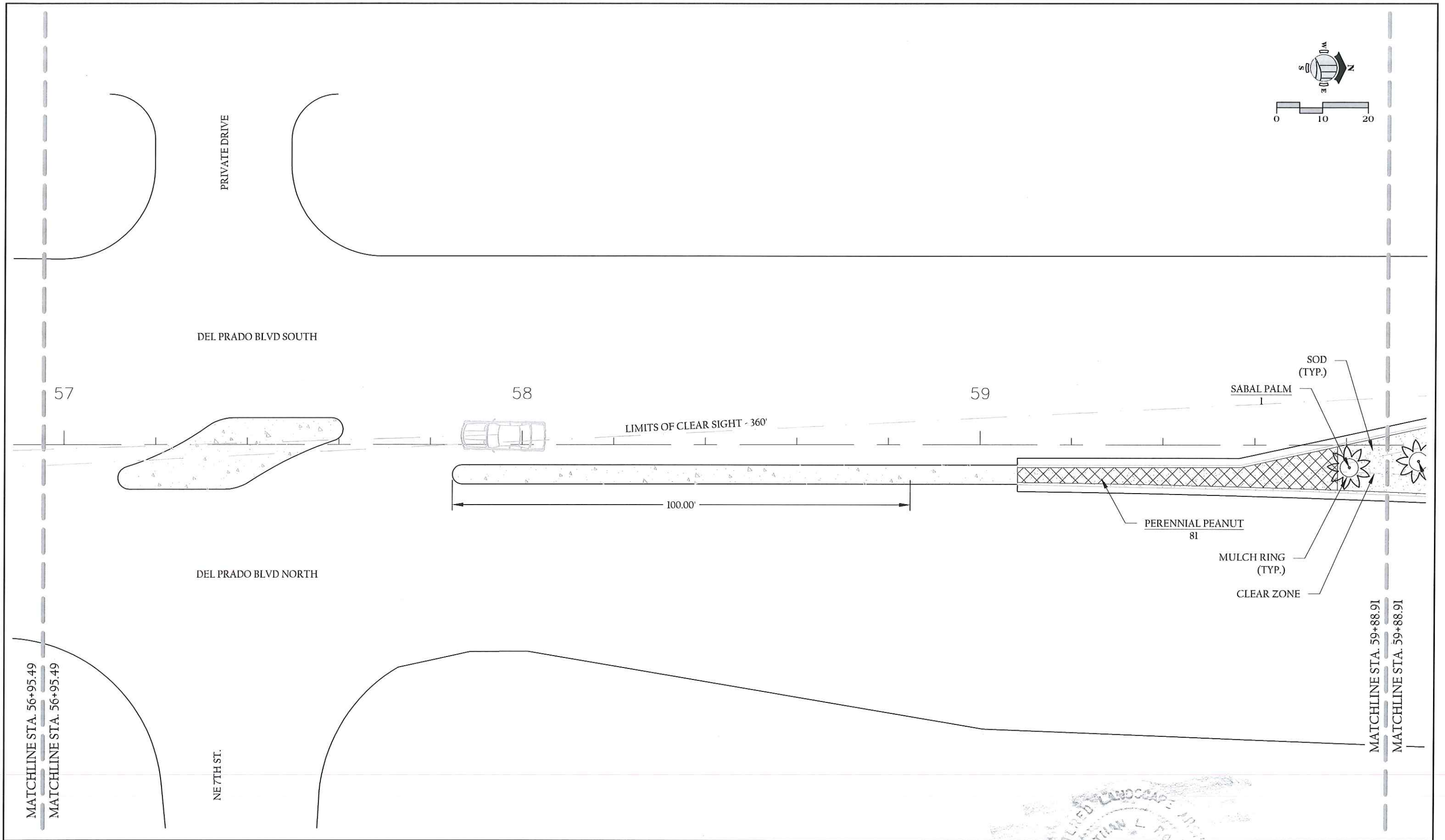
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LANDSCAPE PLAN
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Project Manager:	JLR
Drawn By:	GW
Project Number:	HM-26
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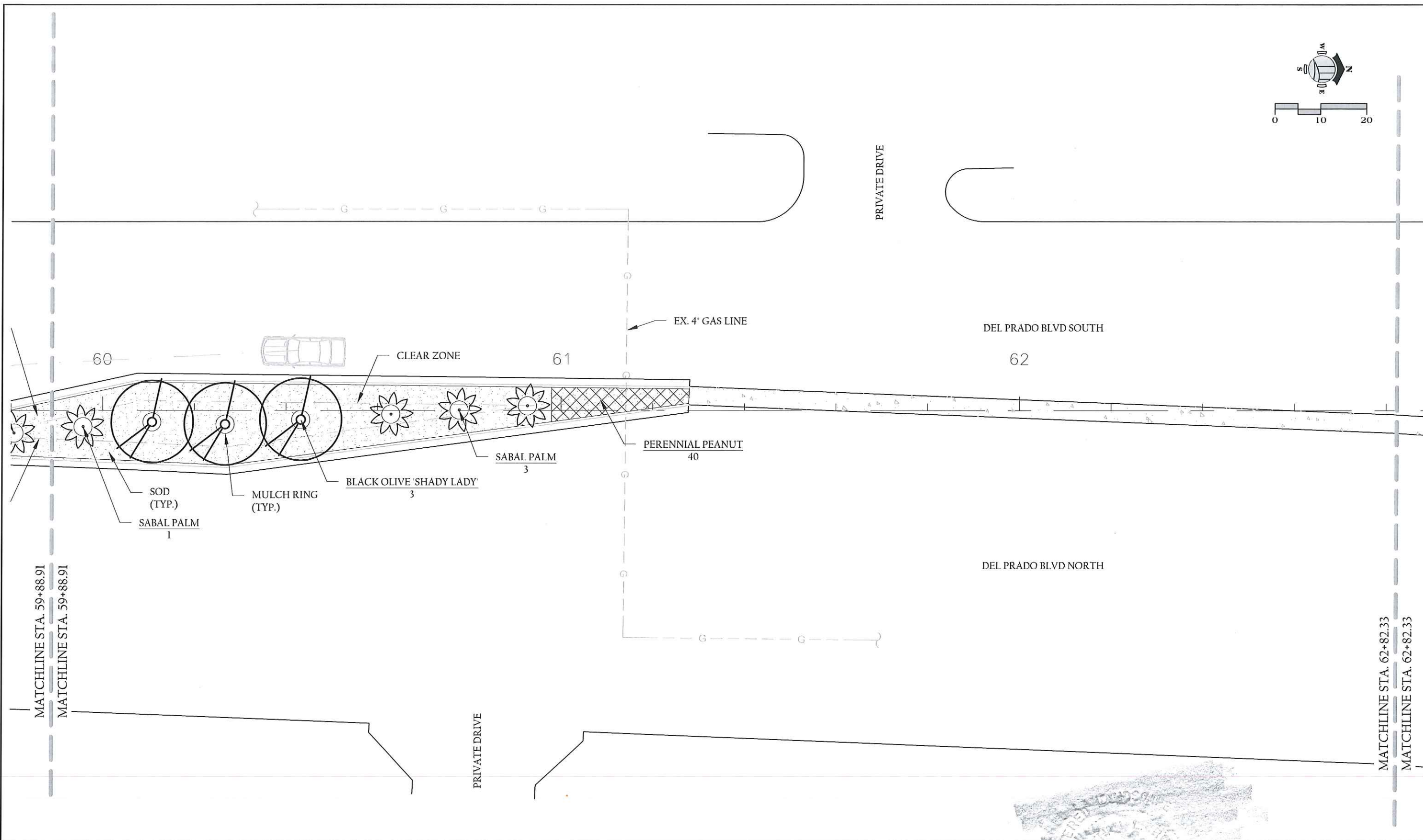
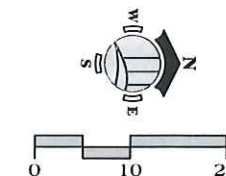
PROJECT:
DEL PRADO LANDSCAPE ENHANCEMENTS
 HANCOCK BRIDGE PKWY. TO PINE ISLAND RD.

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LANDSCAPE PLAN
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LA-17



Project Manager:	JLR
Drawn By:	GW
Project Number:	110-26
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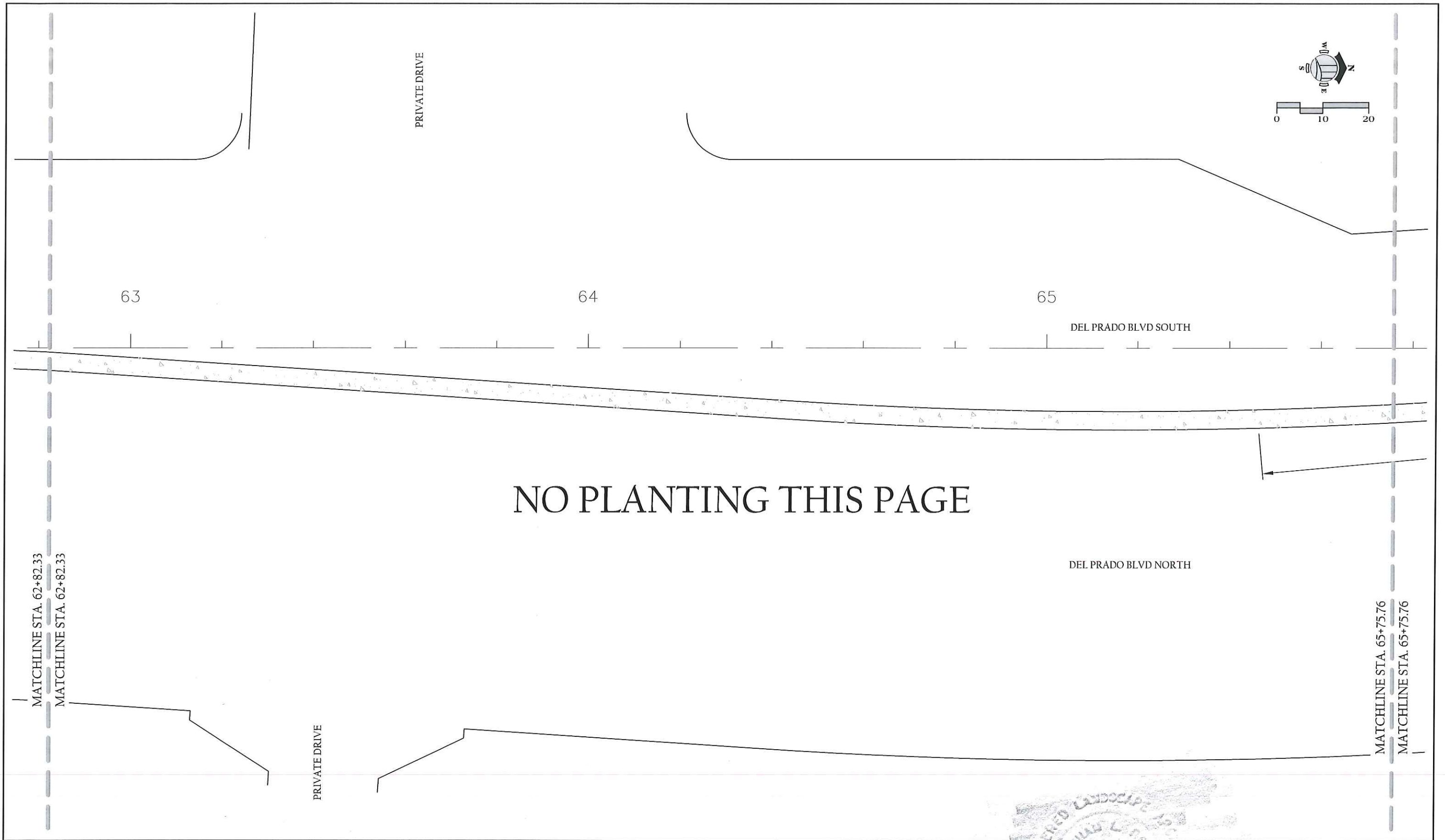
PROJECT:
DEL PRADO LANDSCAPE ENHANCEMENTS
HANCOCK BRIDGE PKWY. TO PINE ISLAND RD.

REVISION:	PLAN REVISIONS: DESCRIPTION	DATE

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Project Manager:	JLR
Drawn By:	GW
Project Number:	1110-26
Cad File:	1110-26 TSP.dwg
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Issued:	T.R.D.
Status:	100% PLANS

PROJECT:
DEL PRADO LANDSCAPE ENHANCEMENTS

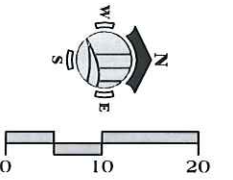
HANCOCK BRIDGE PKWY. TO PINE ISLAND RD.

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6-14-16
JONATHAN L. ROMINE
RLA NO. LA 6666881

LANDSCAPE PLAN
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LA-19



66

67

68

DEL PRADO BLVD SOUTH

100'

NO PLANTING THIS PAGE

DEL PRADO BLVD NORTH

PINE ISLAND RD. (S.R. 78)

MATCHLINE STA. 65+75.76
MATCHLINE STA. 65+75.76


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DEPARTMENT
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PUBLIC WORKS ADMINISTRATION

Project Manager:	JLR
Drawn By:	GV
Project Number:	1110-26
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Scale:	AS SHOWN
Date:	5-4-16
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Status:	100% PLANS

PROJECT:
DEL PRADO LANDSCAPE ENHANCEMENTS

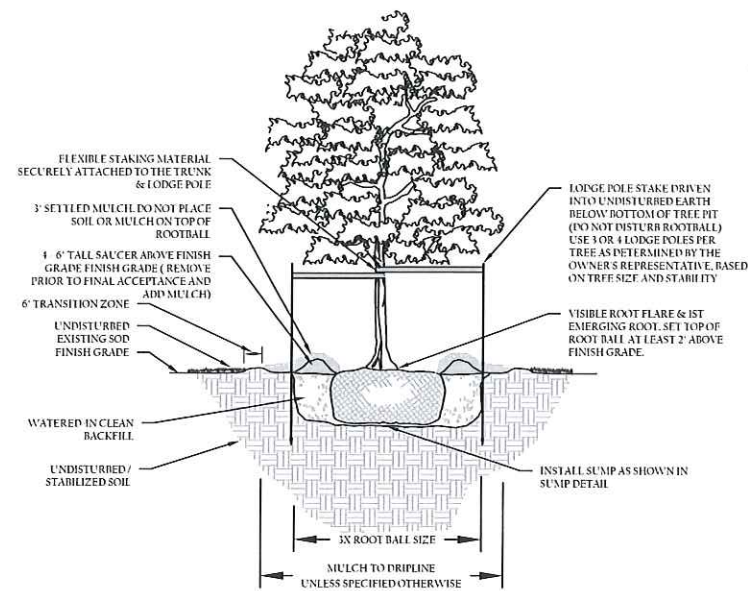
HANCOCK BRIDGE PKWY. TO PINE ISLAND RD.

PLAN REVISIONS		
REVISION	DESCRIPTION	DATE

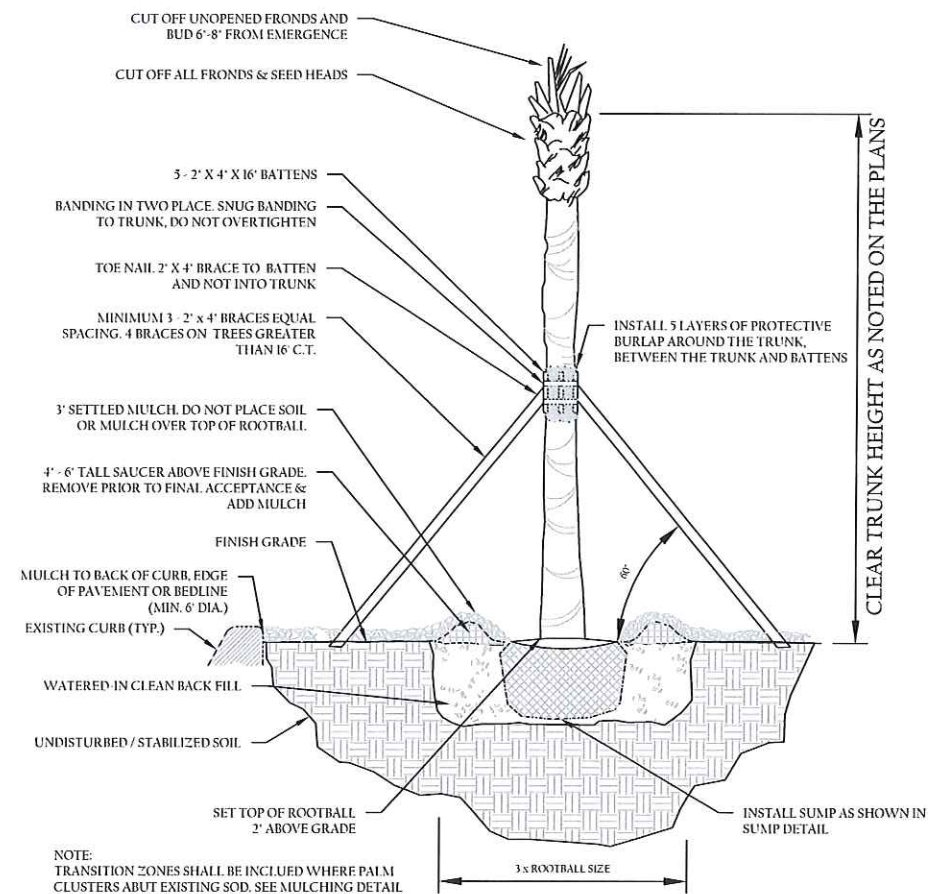

6-14-16
JONATHAN L. ROMINE
REA NO. LA 6666881

LANDSCAPE PLAN
(100% SUBMITTAL)

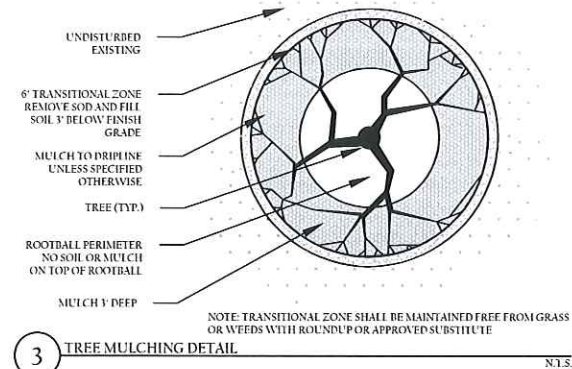
LA-20



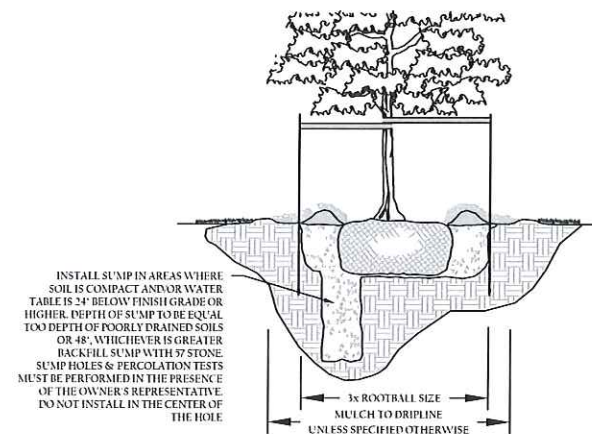
1 SINGLE TRUNK TREE PLANTING DETAIL N.T.S.



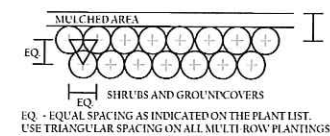
2 SABAL PALM PLANTING DETAIL N.T.S.



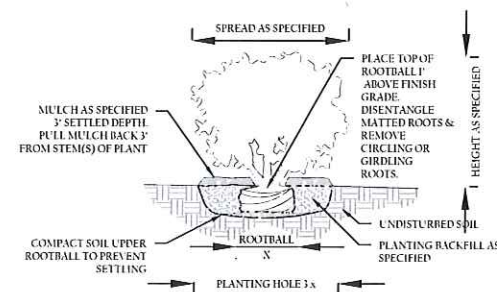
3 TREE MULCHING DETAIL N.T.S.



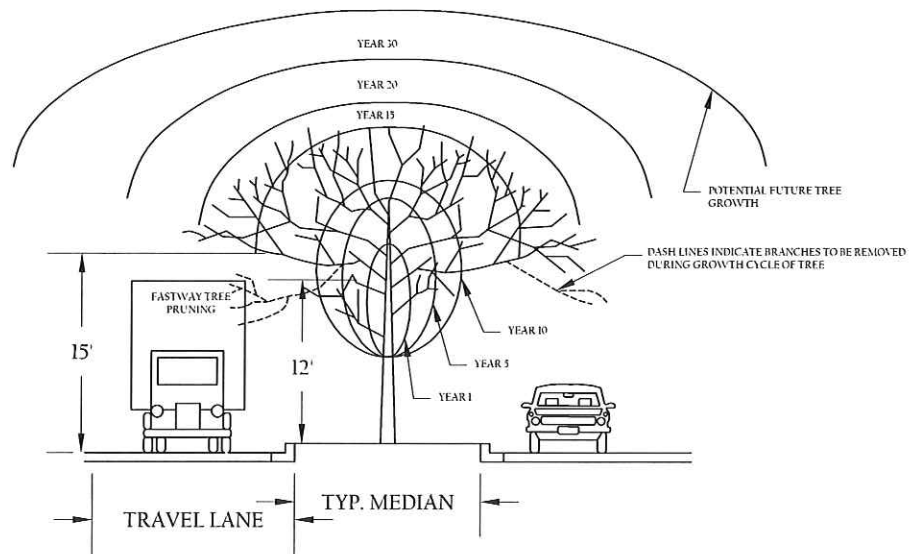
4 TREE SUMP DETAIL N.T.S.



5 SHRUB & GROUND COVER SPACING DETAIL N.T.S.



6 SHRUB & GROUND COVER PLANTING DETAIL N.T.S.



CANOPY TREE SPREAD PLANTING AND MAINTENANCE FOR MEDIAN PLANTING ON F.D.O.T. ROADWAYS

1. SELECT SINGLE LEADER YOUNG TREES WITH UPRIGHT GROWTH HABIT.
2. PRUNE LOWER BRANCHES TO REMOVE BRANCHES FROM LOWER PORTION OF TREE. A HEIGHT OF 12 FEET SHALL BE MAINTAINED OVER MEDIAN.
3. AS TREE MATURES REMOVE ALL DOWNWARD GROWING BRANCHES AS DEPICTED BY DASHED LINES IN GRAPHICS ABOVE.
4. INSPECT AND PRUNE TREES EACH YEAR FOR FIRST FIVE (5) YEARS OF PROGRAM PLANTING. INSPECT AND PRUNE EVERY OTHER YEAR THEREAFTER AS REQUIRED. MAINTAINED 15 FEET OF CLEARANCE OVER TRAVEL LANES FOR LIFE OF THE TREE.

1 CANOPY TREE SPREAD PLANTING AND MAINTENANCE SECTION NTS

LANDSCAPE NOTES:

PER THE LEE COUNTY ROADWAY LANDSCAPE MASTER PLAN, THIRD EDITION (LEESCAPE)

1. INSTALLATION OF WORK SHALL BE COORDINATED WITH OTHER CONTRACTORS IN SUCH A MANNER AS TO ALLOW FOR A SAFE, SPEEDY AND ORDERLY COMPLETION OF ALL WORK ON THE SITE.
2. CONTRACTOR IS ADVISED TO REFER TO THE SPECIFICATIONS, CONTRACT DOCUMENTS AND PLAN SHEETS FOR A MORE DETAILED DISCLOSURE OF PERFORMANCE STANDARDS AND REQUIREMENTS.
3. THE CONTRACTOR IS CAUTIONED TO BE AWARE OF UNDERGROUND UTILITIES. PRIOR TO ANY EXCAVATION THE CONTRACTOR SHALL CONTACT THE JOB SITE SUPERINTENDENT, CALL SUNSHINE, CALL LEE COUNTY UTILITIES AND CALL LEE COUNTY TRAFFIC FOR LOCATIONS OF ALL UTILITIES A MINIMUM OF 48 HOURS BEFORE BEGINNING WORK.
4. ALL SOD SHALL BE SAND GROWN. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL FINISH GRADING IN SOD AREAS. HAND RAKE PRIOR TO INSTALLING SOD. CONTRACTOR TO CUT IN AND MATCH NEW SOD TO EXISTING SOD. STAGGER JOINTS AND CLOSE ALL GAPS. ALL SOD TO BE ROLLED IMMEDIATELY AFTER INSTALLATION. ALL SOD SHALL BE CERTIFIED AS BEING FREE OF THE WEED TROPICAL SODA APPLE. (SOLANUM VIARUM)
5. CONTRACTOR SHALL APPLY A MINIMUM OF 2 APPLICATIONS OF APPROVED HERBICIDE TO EXISTING TURFGRASS AREAS WHERE IT WILL BECOME A PLANTED OR MULCHED AREA AS A RESULT OF THIS PROJECT. HERBICIDE MUST BE APPLIED BEFORE COMMENCING ANY GRADING OPERATIONS. CONTRACTOR SHALL REVIEW KILL WITH OWNER'S REPRESENTATIVE FOR APPROVAL. ALL HERBICIDES MUST BE APPLIED BY LICENSED APPLICATORS AND PER THE MANUFACTURER'S RECOMMENDED RATES AND INSTRUCTIONS. POST ALL APPLICATION NOTICES.
6. CONTRACTOR SHALL INSTALL ALL SOIL AS REQUIRED BY THE PROJECT. CONSTRUCT ANY BERMING TO BLEND IN WITH EXISTING GRADE. ALL SOIL MATERIAL SHALL BE CLEAN SOIL SUITABLE FOR PLANT GROWTH. SUBMIT SOIL SAMPLE TO OWNER'S REPRESENTATIVE FOR REVIEW AND APPROVAL. ALL AREAS TO BE GRADED SHALL RECEIVE A SMOOTH UNIFORM HAND GRADE. NO SOIL IS TO BE PLACED AROUND EXISTING TREES.
7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE REMOVAL OF ALL EXCESS SOIL AND DEBRIS FROM THE INSTALLATION OF THIS PROJECT, AND IT SHALL BE TAKEN TO A LAWFUL DISPOSAL SITE.
8. MULCH ALL NEWLY PLANTED AREAS AND AREAS TO RECEIVE MULCH WITH A SETTLED 3" DEPTH OF THE SPECIFIED RECYCLED MULCH. TREES AND PALMS WITHIN AREAS OF TURFGRASS SHALL BE MULCHED TO THEIR DRIPLINE OR STAKES, WHICHEVER IS GREATER. STAKES SHALL BE AT LEAST 6" INSIDE THE MULCHED RING.
9. THE CONTRACTOR SHALL HAND WATER ALL PLANT MATERIAL DAILY UNTIL SUBSTANTIAL COMPLETION. THE CONTRACTOR SHALL BE LIABLE FOR REPLACING PLANT MATERIALS EXPERIENCING TRANSPLANT SHOCK OR IMPROPER CARE, AT ANYTIME DURING THE COURSE OF THE CONTRACT PERIOD.
10. CONTRACTOR SHALL REPAIR ANY AREAS DISTURBED DURING THE COMPLETION OF WORK.
11. ALL PLANT MATERIAL SHALL CONFORM TO THE STANDARDS FOR FLORIDA NUMBER 1 OR BETTER AS ESTABLISHED IN "GRADES AND STANDARDS FOR NURSERY PLANTS", STATE OF FLORIDA, DEPARTMENT OF AGRICULTURE.
12. ALL PLANT MATERIAL MUST BE APPROVED BY THE OWNER'S REPRESENTATIVE.
13. CONTRACTOR SHALL STAKE ALL TREES AND PALMS PER THE STAKING DETAILS.
14. ALL TREE RINGS AND MULCHED AREAS EVIDENCING WEED GROWTH SHALL BE SPRAYED WITH THE APPROVED HERBICIDE AT THE MANUFACTURER'S RECOMMENDED APPLICATION RATE. MULCHED AREAS SHALL REMAIN WEED FREE UNTIL FINAL ACCEPTANCE.
15. THE OWNER RESERVES THE RIGHT TO MODIFY PLANT PLACEMENT IN THE FIELD AS CONDITIONS DICTATE.
16. PLANT MATERIAL SHALL BE INSTALLED CONCURRENT WITH THE IRRIGATION SYSTEM.
17. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS PRIOR TO COMMENCING ANY WORK.
18. THE ROOT FLAIR AND ORIGIN OF THE FIRST EMERGING ROOT OF THE ROOT BALL SHALL BE AT LEAST 2" ABOVE FINISH GRADE AND VISIBLE AT INSPECTION. IF NOT, THE TREE WILL BE REJECTED.

TREE REMOVAL SPECS:

PER THE LEE COUNTY ROADWAY LANDSCAPE MASTER PLAN, THIRD EDITION (LEESCAPE)

1. TREES WITH A CALIPER OF 10" OR LESS SHALL BE REMOVED ENTIRELY. ANY DAMAGE TO CURBING OR THE ROADWAY SHALL BE REPAIRED.
2. TREES WITH A CALIPER GREATER THAN 10" SHALL BE CUT DOWN AND THE STUMPS GROUND BELOW FINISH GRADE. ANY DAMAGE TO CURBING OR THE ROADWAY SHALL BE REPAIRED.

TREE & PALM PLANTING NOTES:

1. PREPARE PLANTING HOLE TO ANSI 300 STANDARDS.
2. INSTALL TREE SUMP PER PLANTING DETAIL.
3. REMOVE EXCESS SOIL FROM TOP OF ROOTBALL, EXPOSING ROOT FLARE AND UPPER MOST ROOTS.
4. PLACE ROOTBALL IN THE HOLE AND STRAIGHTEN PLANT, INSURING THE ROOT FLARE AND TOP ROOT OF THE ROOTBALL IS AT LEAST 2" ABOVE FINISHED GRADE.
5. BALLED AND BURLAPPED MATERIAL:
 - a. REMOVE BURLAP AND TWINE/ROPE FROM TRUNK AND TOP OF ROOTBALL.
 - b. GENTLY REMOVE ALL NON-BIODEGRADABLE MATERIAL FROM THE ROOTBALL AND PLANT.
 - c. WIRE BASKETS: GENTLY BEND DOWN OR REMOVE WIRE FROM TOP OF ROOTBALL AND WHERE IT IS BELOW FINISH GRADE.
6. CONTAINER MATERIAL:
 - a. MAKE 3 TO 6 VERTICAL SLICES TO THE INSIDE OF THE ROOTBALL ADJACENT TO THE TRUNK.
 - b. MAKE COMPLETE SLICES PARALLEL TO THE SIDES OF THE ROOTBALL, 1" - 2" FROM THE EDGE OF THE ROOTBALL AND COMPLETELY AROUND THE PERIMETER OF THE ROOTBALL.
7. BACKFILL 25% OF THE HOLE DEPTH. WATER AND TAMP IN WHILE MAINTAINING THE PLANT IN A VERTICAL POSITION.
8. BACKFILL AN ADDITIONAL 25% OF THE HOLE DEPTH. WATER AND TAMP IN WHILE MAINTAINING THE PLANT IN A VERTICAL POSITION.
9. BACKFILL AN ADDITIONAL 25% OF THE HOLE DEPTH. WATER AND TAMP IN WHILE MAINTAINING THE PLANT IN A VERTICAL POSITION.
10. BACKFILL THE REST OF THE HOLE TO THE TOP OF THE ROOTBALL AND THOROUGHLY WATER IN, MAINTAINING THE PLANT IN A VERTICAL POSITION.
11. ADD 3" OF THE SPECIFIED MULCH FROM THE PERIMETER OF THE ROOTBALL TO THE DRIPLINE, CURB, BED DEMARCATION LINE OR AS NOTED ON THE PLANS.
12. ANY DEVIATION FROM THE ABOVE PROCESS OR IMPROPER HANDLING WILL NOT BE CONSIDERED AS INDUSTRY STANDARDS AND WILL BE CAUSE FOR REJECTION OF WORK.
13. ONLY PLANTS WITH PROPERLY PRUNED ROOT SYSTEMS WILL BE ACCEPTED.
14. BALLED AND BURLAPPED TREES MUST HAVE THEIR CANOPY PROPERLY HARDENED OFF FOR ACCEPTANCE.
15. TREES WITH CENTER STAKES WILL NOT BE ACCEPTED.