



Lee County Board of County Commissioners  
DIVISION OF PROCUREMENT MANAGEMENT

Invitation to Bid (B)  
Construction

Solicitation No.: **B170266KLC**

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Solicitation Name: **Landscape Three Roundabouts and Bonita Beach Median Enhancement**

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Open Date/Time: **6/6/2017** Time: **2:30 PM**

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

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Procurement Contact: **Kathy Ciccarelli** Title **Procurement Analyst**

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Phone: **(239) 533-8881** Email: **[kciccarelli@leegov.com](mailto:kciccarelli@leegov.com)**

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Requesting Dept. **Transportation**

**Pre-Bid Conference:**

Type: **NON-Mandatory**

Date/Time: **5/24/2017 10:30 AM**

Location: **Procurement: Public Works Building, 1500 Monroe St 4th Floor, Fort Myers, FL 33901**

All solicitation documents are available for download at  
[www.leegov.com/procurement](http://www.leegov.com/procurement)



Advertisement Date: 5/12/2017

**Notice to Bidder**

**Invitation to Bid #B170266KLC Landscape Three Roundabouts and Bonita Beach Median Enhancement**

**Invitation to Bid (B) Construction**

Lee County, Fort Myers, Florida, is requesting bids from qualified individuals/firms for  
**Landscape Three Roundabouts and Bonita Beach Median Enhancement**

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, June 6, 2017**

to the office of the **Procurement Management Director, 1500 Monroe Street, 4<sup>th</sup> 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](http://www.leegov.com/procurement). Bidders who obtain Scope of Work/Specifications from sources other than [www.leegov.com/procurement](http://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](http://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:**

10:30 AM May 24, 2017 Procurement: Public Works Building 1500 Monroe St. 4<sup>th</sup> 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](mailto:kciccarelli@leegov.com)

Sincerely,

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

\*[WWW.leegov.Com/Procurement](http://WWW.leegov.Com/Procurement) is the County's official posting site

## Terms and Conditions

### INVITATION TO BID (B)

### CONSTRUCTION

#### 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. General Conditions, if any
  - 2.1.8. Specifications
  - 2.1.9. Supplemental Information
  - 2.1.10. Drawings/Plans, if any
  - 2.1.11. Figure Dimensions, if any
  - 2.1.12. Scale Dimensions (Large Scale Drawings supersede Small Scale Drawings)
  - 2.1.13. 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.lee.gov/procurement](http://www.lee.gov/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 bid 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, Florida
  - OR
  - 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. WITHDRAWL 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.lee.gov/procurement](http://www.lee.gov/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 3<sup>rd</sup> 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 responsive and responsive bid for a project exceeds the available funds the County may negotiate an adjustment of the bid price with the lowest responsive 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. BOND/SURETY (CONSTRUCTION)

- 32.1. Bonding/Surety is required for construction projects over \$100,000.00 unless otherwise noted.
- 32.2. **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:
  - 32.2.1. **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
  - 32.2.2. **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) as applicable) shall accompany each submission. The Bid Bond shall be issued by a duly authorized surety authorized to d business and in good standing with the Florida Department of state
- 32.3. **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.
  - 32.3.1. 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.
  - 32.3.2. A **Clean Irrevocable Letter of Credit or Cash Bond** may be accepted by the County in lieu of the Public Payment and Performance Bond.
- 32.4. Only Lee County form(s) may be accepted. Forms are available at <https://www.leegov.com/procurement/forms>.
- 32.5. **Personal Checks are not acceptable to Lee County as a Bid Security.**
- 32.6. **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.

**33. INSURANCE (AS APPLICABLE)**

- 33.1. 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

## 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

A. Single Project: Beth Stacey – Business Way: From the Notice to Proceed or the Purchase Order date, whichever applies: 30 calendar days to substantial completion, 35 calendar days to final completion (total days 35).

The successful bidder shall be responsible for furnishing and delivering to the Lee County requesting Department(s) Landscape Maintenance for a one-year (1) period.

B. Single Project: Crystal Drive and Plantation Rd.: From the Notice to Proceed or the Purchase Order date, whichever applies: 30 calendar days to substantial completion, 35 calendar days to final completion (total days 35).

The successful bidder shall be responsible for furnishing and delivering to the Lee County requesting Department(s) Landscape Maintenance for a one-year (1) period.

C. Single Project: Sunshine and 23<sup>rd</sup> St.: From the Notice to Proceed or the Purchase Order date, whichever applies: 30 calendar days to substantial completion, 35 calendar days to final completion (total days 35).

The successful bidder shall be responsible for furnishing and delivering to the Lee County requesting Department(s) Landscape Maintenance for a one-year (1) period.

D. Single Project: Bonita Beach Median Enhancement: From the Notice to Proceed or the Purchase Order date, whichever applies: 30 calendar days to substantial completion, 35 calendar days to final completion (total days 35).

**2. Amount of Liquidated Damages:** Liquidated damages to apply to each project. Liquidated damages will be based on the entire project amount per calendar day using the table below:

|   |              |
|---|--------------|
| \$50,000 and under .....                      | \$642        |
| Over \$50,000 but less than \$250,000 .....   | \$758        |
| \$250,000 but less than \$500,000 .....       | \$966        |
| \$500,000 but less than \$2,500,000 .....     | \$1,532      |
| \$2,500,000 but less than \$5,000,000 .....   | \$2,374      |
| \$5,000,000 but less than \$10,000,000 .....  | \$3,226      |
| \$10,000,000 but less than \$15,000,000 ..... | \$4,624      |
| \$15,000,000 but less than \$20,000,000 ..... | \$4,276      |
| \$20,000,000 and over .....                   | \$7,864 plus |
| ..... 0.00005 of any amount over \$20 million |              |

A. Beth Stacey – Business Way: 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 in the amount of \$ 642.00.

B. Crystal Drive and Plantation Rd: 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 in the amount of \$ 642.00.

C. Sunshine and 23rd St.: 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 in the amount of \$ **642.00**.

D. Bonita Beach Median Enhancement: 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 in the amount of \$ **758.00**.

End of Special Conditions Section

## GENERAL CONDITIONS

### 1. Administration

The Consultant is the initial interpreter of the Contract Documents but is not the Judge between the COUNTY and the CONTRACTOR. The COUNTY reserves the right to make final decisions considering the Consultant's recommendations or interpretations of the Contract Documents. The Consultant does not have authority to obligate or commit the COUNTY to fund additional expenditures or approve extensions of time over the approved Contract time or price. However, the CONSULTANT'S interpretation as to the intent of his design shall be final and not subject to interpretation by the COUNTY'S staff.

#### 1.1. Copies of Documents

The COUNTY shall furnish to the CONTRACTOR the number of copies specified in the Supplemental Information of the Contract Documents as are reasonably necessary for the execution of the Work. Additional copies will be furnished, upon request, at the cost of reproduction which shall be paid by the CONTRACTOR.

#### 1.2. Before Starting Construction

Before undertaking each phase of the Work, the CONTRACTOR shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. The CONTRACTOR shall promptly report in writing to the OWNER'S REPRESENTATIVE any conflict, error or discrepancy which the CONTRACTOR may discover or other information known to the CONTRACTOR and shall obtain a written interpretation or clarification from the OWNER'S REPRESENTATIVE before proceeding with any Work affected thereby. If the CONTRACTOR performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the OWNER'S REPRESENTATIVE, the CONTRACTOR shall assume responsibility for such performance and shall share in costs associated with correction; however, the CONTRACTOR shall not be liable to the COUNTY for failure to report any conflict, error or discrepancy in the Contract Documents, unless the CONTRACTOR had actual knowledge thereof or should reasonably have known thereof.

1.2.1. Within ten calendar days after the Effective Date of the Agreement (unless otherwise specified in the Contract Documents), the CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE for review:

- 1.2.1.1. An estimated progress schedule indicating the starting and completion dates of the various stages of the Work:
- 1.2.1.2. Long lead item shall be identified and scheduled accordingly.
- 1.2.1.3. A preliminary schedule of Shop Drawing submission; and
- 1.2.1.4. A preliminary schedule of values for all of the Work which will include quantities and prices of items aggregating the Contract Price and will subdivide the Work into component parts in sufficient detail to serve as the basis for progress payments during construction on form No. CMO:013. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by the CONTRACTOR at the time of submission; and specify times for Application for Payment.
- 1.2.1.5. A plan of work for maintenance of traffic, when the Contract Documents require maintenance of traffic.
- 1.2.1.6. For informational purposes, a proposed listing of sub-contractors to be used for the project.

1.2.2. **Pre-Construction Conference**

Within fifteen calendar days after the Effective Date of the Agreement, but before the CONTRACTOR starts the Work at the site, a conference attended by the CONTRACTOR, the OWNER'S REPRESENTATIVE, the COUNTY, and Others as appropriate, will be held to discuss the items, to discuss procedures for handling Shop Drawings and other submittals and for processing Applications for Payment, and to establish an understanding among the parties as to the Work.

1.2.3 **Finalizing Schedules**

At least ten calendar days before submission of the first Application for payment, a conference attended by the CONTRACTOR, the OWNER'S REPRESENTATIVE, the COUNTY, and Others as appropriate, will be held to finalize the schedules submitted. The finalized progress schedule will be acceptable to the OWNER'S REPRESENTATIVE and the COUNTY as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will neither impose on the OWNER'S REPRESENTATIVE or the COUNTY responsibility for the progress or scheduling of the Work nor relieve the CONTRACTOR from full responsibility therefor. The finalized schedule of Shop Drawing submissions will be acceptable to the OWNER'S REPRESENTATIVE as providing a workable arrangement for processing the submissions. The finalized schedule of values will be acceptable to the OWNER'S REPRESENTATIVE and the COUNTY as to form and substance.

**Definitions**

The following definition of terms associated with this Contract is provided to establish a common understanding between both parties to this Contract as to the intended usage, application and interpretation of such terms pertaining to this Contract.

*ADDENDUM* means any additional Contract provisions in writing signed and sealed by the CONSULTANT, if applicable, issued by the COUNTY prior to the receipt of Bid which clarify, correct, change or interpret the Bidding Documents or the Contract Documents.

*AGREEMENT* means the written agreement between the COUNTY and the CONTRACTOR covering the Work to be performed; the Agreement is a part of the Contract Documents.

*BIDDER* is any individual, firm, partnership, joint venture, or corporation submitting a bid for this project, acting directly or through an authorized representative.

*BID* is a complete and properly signed proposal to do the Work or designated portion thereof for the sums stipulated therein, submitted in accordance with the Bidding Documents.

*BID BOND* is a security in the form and amount required by the COUNTY pledging that the BIDDER will enter into a Contract with the COUNTY on the terms stated in his Bid.

*BID DOCUMENTS* are the Invitation to Bid, the Notice to Bidders, the Invitation to Bid Terms and Conditions, sample forms, the Bid Proposal Form and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

*CHANGE ORDERS* are written order to the CONTRACTOR signed by the COUNTY, issued after execution of the Contract, authorizing a change in the Work or an adjustment in the Contract price or the Contract Time. The Contract Price and the Contract Time may be changed only by a Change

Order. A Change Order signed by the CONTRACTOR indicates his agreement therewith, including the adjustment in the Contract Price or the Contract Time.

*COMPLETION (FINAL)* means acceptance of the Project by the COUNTY as evidenced by its signature upon a final payment Certification and approval thereof by the Board of County Commissioners or their designee. The final payment Certification shall be signed only after the COUNTY has assured itself by tests, inspections, or otherwise that all of the provisions of the Contract have been carried out as required.

*COMPLETION (SUBSTANTIAL)* shall mean an acceptance of the Work by the COUNTY when construction is sufficiently complete in accordance with the Contract Documents so the COUNTY can occupy or utilize the Work or designated portion thereof for the use for which it is intended. A certificate of occupancy or compliance, when applicable, issued by the Building Official is required concurrent with or prior to issuance of the Certificate of Substantial Completion.

*CONSTRUCTION* is the erection, fabrication, assembly, remodeling, renovation, addition, modification, repair or demolition of any building or structure or any appurtenances connected or attached to such buildings or structures. The term applies but is not limited to the repair, replacement modification or construction of roads, bridges, sidewalks, traffic devices, parking lots, drainage, underground and overhead utilities.

*CONSULTANT* is the person lawfully licensed to practice Architecture or Engineering and registered in the State of Florida, or an entity lawfully practicing Architecture or Engineering, identified as such in the Construction Contract, and is referred to throughout the Contract Documents as if singular in number and masculine in genre. The term CONSULTANT means the Architect or Engineer or his authorized representative.

*CONTRACT DOCUMENTS* consist of the Invitation to Bid, Agreement, General and Special Conditions of the Contract, Specifications, the Plans, Supplemental Information, Addenda issued prior to execution of the Contract, all written modifications issued after execution of the Contract, all provisions required by law to be inserted in this Contract whether actually inserted or not, and a Contract Number issued by the COUNTY.

A *MODIFICATION* is:

- (1) A written Amendment to the Contract.
- (2) A Change Order.
- (3) A written interpretation necessary for the proper execution or progress of the Work issued by the OWNER'S Representative.
- (4) A Field Change Order.
- (5) A Field Directive Change.

*CONTRACT PRICE* means the total monies payable to the CONTRACTOR under the Contract Documents.

*CONTRACT TIME* means the number of Calendar days stated in the Agreement for the purpose of establishing Substantial Completion and Final Completion dates.

*CONTRACTOR* is the person, firm, joint venture, or corporation with whom the COUNTY has contracted and who has the primary responsibility for performance of the work.

*COUNTY* means the Board of County Commissioners of Lee County, Florida, a political subdivision of the State of Florida, its successors and assigns. Also hereinafter referred to as OWNER.

*DAYS* - The term “day” as used in the Contract Documents shall mean calendar day unless otherwise specifically designated. A calendar day constitutes twenty four hours measured from midnight to the next midnight.

*DEFECTIVE* - An adjective which when modifying the word “Work” refers to Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the OWNER’S REPRESENTATIVE recommendation of final payment.

*EFFECTIVE DATE OF THE AGREEMENT* means the date on which the agreement is signed and delivered by the latter of the two parties.

*ENGINEER* shall mean the Director of the Lee County Department of Transportation or his designated County Project Manager.

*FIELD CHANGE ORDER* is a written change order requested by the OWNER’S Representative, accepted by the CONTRACTOR, and approved by the PROJECT MANAGER for minor changes in the Work, not involving adjustments in the Contract Sum or an extension of Time, and not inconsistent with the overall intent of the Contract Documents.

*FIELD DIRECTIVE CHANGE* - A written directive to the CONTRACT, issued on or after the effective date of the Agreement ordering an addition, deletion, or revision in the Work, or responding to differing or unforeseen physical conditions under which the Work is to be performed as defined elsewhere in these documents. A Field Directive Change may not change the Contract Price or the Contract Time, but is evidence that the parties expect that the change directed or documented by a Field Directive Change will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or the Contract Time.

*FINAL ACCEPTANCE* means acceptance of the Work by the COUNTY upon the expiration of the warranty period as stated in the Contract Documents.

*MATERIALS* - Anything used in the process of, but not limited to, constructing, demolishing, renovating or remodeling of any building, structure, road, bridge, recreational facility, transportation element and utility or any addition thereto utilized for this project.

*NOTICE* means written notice. Notice shall be served upon the CONTRACTOR either personally or by leaving the said Notice at his residence or with his agency in charge of the Work, or addressed to the CONTRACTOR at the residence or place of business stated in the Bid Proposal and deposited in a postpaid wrapper in any United States Mailbox.

*NOTICE TO PROCEED* is a written instrument issued by the COUNTY to the CONTRACTOR, authorizing the CONTRACTOR to commence Work on the Project. The NOTICE TO PROCEED shall include the effective date of Commencement.

*NOTICE OF AWARD* means the written Notice given by the COUNTY to the successful Bidder.

*NOTICE OF TERMINATION* is a written instrument issued in accordance with the Contract Documents by the COUNTY to the CONTRACTOR or by the CONTRACTOR to the COUNTY notifying the receiving party that the Contract is being terminated. The NOTICE shall clearly identify the effective date the Contract is to be terminated.

*OWNER'S REPRESENTATIVE* is the CONSULTANT contracted by the COUNTY for Professional Services during the construction phase of this project or a qualified person authorized as his official representative, or in the absence of such a contract, the project Manager will be considered the OWNER'S REPRESENTATIVE for the purpose of this Contract Document. The OWNER'S REPRESENTATIVE is not authorized to issue change orders to the contract sum, contract time or scope of work without express approval of the Board of County Commissioners.

*PLANS AND/OR DRAWINGS* are a graphic representation of the arrangement of the materials or parts of the construction of the project and are a portion of the Contract Documents.

*PROCUREMENT MANAGEMENT* shall mean the Director of Lee County's Procurement Management Department or designee.

*PROJECT* shall mean the entire improvement of which this contract forms a part.

*PROJECT MANAGER* is an employee of the Department or the COUNTY which requested the Contract and is a designee authorized by or for that Department who is the representative of the Board of County Commissioners in matters concerning the contractor of this project. The project manager will act as the OWNER'S REPRESENTATIVE in the absence of a contract with a CONSULTANT. The PROJECT MANAGER is not authorized to issue changes to the Contract Sum, Contract Time, or Scope of Work without express approval by the Department Director, County Manager, or Board of County Commissioners.

The PROJECT MANAGER, within the authority conferred by the Board of County Commissioners, acting as the COUNTY'S designated representative shall initiate written Change Orders, and notification to the CONTRACTOR of any and all changes approved by the COUNTY in the CONTRACTOR'S (1) compensation (2) time and/or schedule of service delivery; (3) any Amendment (s) or other change(s) relative to the WORK and ADDITIONAL SERVICES pursuant to this Contract, or AMENDMENTS, or CHANGE ORDERS pertaining thereto. Following COUNTY approval, the Project Manager shall coordinate assurance of any such documents. The PROJECT MANAGER or his designee shall be responsible for acting on the COUNTY'S behalf to administer, coordinate, interpret and otherwise manage the contractual provisions and requirements set forth in this Contract, or any AMENDMENT(S), or CHANGE ORDER(S) issued there under.

*SPECIFICATIONS* are written documents organized into divisions, sections, and articles which provide detailed instructions to the CONTRACTOR pertaining, but not limited to, materials, style, workmanship, fabrication, dimensions, colors, warranties, finishes, quality, manufacturer, grade and operational data of all components to be provided by the CONTRACTOR and incorporated into the Project.

*SUB-CONTRACTOR* is a person, firm, partnership, corporation, or entity who has a direct contract with the CONTRACTOR to perform any of the Work at the site. The term Sub-contractor does not

include those whose sole purpose is that of a supplier of materials. A supplier of materials shall be classified as a Sub-contractor if it enters into any agreement, whether written or verbal, for the installation of said materials. The term Sub-contractor means a Sub-contractor or its authorized representative.

*SUPPLIER* - A manufacturer, fabricator, distributor, materialmen or vendor.

*SURETY* is the surety company or individual that is bound by Contract bond with and for the CONTRACTOR who is primarily liable, and is responsible for CONTRACTOR'S acceptable performance of the Project and payment of all debts pertaining to the Contract Documents in accordance with Section 255.05, Florida Statutes.

*UNDERGROUND FACILITIES* - All pipeline, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels or other such facilities or attachments, and any encasements containing such facilities which have been installed underground to furnish any of the following services or materials: electricity, gases, steam, liquid petroleum products, telephone or other communications, cable television, sewage and drainage removal, traffic or other control systems or water.

*WORK* is the construction required by the Contract Documents and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

## 2. **Starting the Work**

Written Notice to Proceed is contingent upon and will be done subsequent to the CONTRACTOR fully satisfying the COUNTY'S stated insurance and Bond submittal requirements. Until the CONTRACTOR receives the COUNTY'S written Notice to Proceed, the CONTRACTOR is advised that the COUNTY will not be liable for any expenses which the CONTRACTOR may incur relative to this Contract before the written Notice to Proceed is issued.

- 2.1. The Contract time shall commence to run from the date specified in the "Notice to Proceed".
- 2.2. The CONTRACTOR is required, before commencing the Work, to deliver to the COUNTY the Public Payment and Performance Bond issued by a surety insurer authorized to do business in the State of Florida as Surety. The Bond must state the name and principal business address of both the principal and the Surety and must contain a description of the project sufficient to identify it and post in conspicuous place at the project site.
- 2.3. The COUNTY will forward to the CONTRACTOR a Notice of Commencement along with a copy of the recorded Public Payment and Performance Bond with instructions to post in a conspicuous spot on the project site.

## 3. **Interpretation Intent, Amending and Reuse of Contract Documents**

It is the intent of the Specifications and Plans to describe a complete Project to be constructed in accordance with the Contract Documents.

- 3.1 The Contract Documents are complementary; what is called for by one is as binding as if called for by all. If the CONTRACTOR finds a conflict, error or discrepancy in the Contract Documents, he shall immediately call it to the attention of the OWNER'S REPRESENTATIVE in writing before proceeding with the Work affected thereby.



- 3.2 Any Work that may be reasonably inferred from the specifications or Drawings as being required to produce the intended result shall be supplied whether or not it is specifically called for.
- 3.3 Work, materials or equipment described in words which have a well-known technical or trade meaning, shall be deemed to refer to such recognized standards.
- 3.4 In resolving conflicts, errors, and discrepancies, the order of precedence of the Contract Document is as follows:
  - (1) Change Order
  - (2) Agreement
  - (3) Addenda
  - (4) Special Conditions
  - (5) General Conditions
  - (6) Specifications
  - (7) Supplemental Information
  - (8) Drawings
  - (9) Figure Dimensions
  - (10) Scale Dimensions (Large Scale Drawings supersede Small Scale Drawings)
  - (11) Terms and Conditions

3.5 Amending and Supplementing Contract Documents

The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways:

- 3.5.1 A formal Written Amendment,
- 3.5.2 A Change Order.
- 3.5.3 A Field Directive Change.

The Contract Price and the Contract Time may only be changed by a Change Order or Written Amendment.

3.6 In addition, the requirements of the Contract Documents may be supplemented and minor variations and deviations of the Work may be authorized, in one or more of the following ways:

- 3.6.1 A Field Change Order,
- 3.6.2 The OWNER'S REPRESENTATIVE approval of a Shop Drawing or sample, or
- 3.6.3 The OWNER'S REPRESENTATIVE written interpretation or clarification.

3.7 Reuse of Documents

Neither the CONTRACTOR nor any SUB-CONTRACTOR or Supplier or other person or organization performing or furnishing any of the Work under a direct or indirect contract with the COUNTY shall have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the CONSULTANT; and they shall not reuse any of them on extensions of the Project or any other project without written consent of the COUNTY or their CONSULTANT and the specific written verification or adaptation by the CONSULTANT.

#### **4 Availability of Lands**

The COUNTY will furnish, as indicated in the Contract Documents and not later than the date when needed by the CONTRACTOR, the lands upon which the Work is to be done, rights-of-way for access thereto, and such other lands which are designated for the use of the CONTRACTOR. Easements for permanent structures or permanent changes in existing facilities will be obtained by the COUNTY unless otherwise specified in the Contract Documents. If the CONTRACTOR believes that any delay in the COUNTY'S furnishing these lands or easements entitles him to an extension of the Contract Time, he may make a claim therefore. The CONTRACTOR will provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment unless designated otherwise. The OWNER'S REPRESENTATIVE will, upon request, furnish to the CONTRACTOR copies of all available boundary and topographic surveys as required and sub-surface tests. The CONTRACTOR shall be responsible for staging and storing equipment or materials. All parcels utilized for staging shall be secured. All parcels utilized for staging will be kept in a neat and orderly fashion and then restored to the landowner's satisfaction upon terminating the use of the staging area or improved as noted in the plans. The CONTRACTOR shall maintain on the job site written proof of authorization for the use of any private land. The COUNTY does not condone trespass on private property and will hold the CONTRACTOR liable for any such trespass. Right-of-way maps, if available, of the lands upon which the improvements will be made shall be provided upon request from the OWNER'S REPRESENTATIVE. The CONTRACTOR may use these lands for work associated with this contract only. The CONTRACTOR shall verify the availability of these lands with the Lee County D.O.T. project manager prior to the issuance of the notice to proceed.

##### **4.1 Physical Conditions**

**Explorations and Reports:** Reference is made to the Supplemental Information for identification of those reports of explorations and tests of subsurface conditions at the site that have been utilized by the CONSULTANT and/or the COUNTY in preparation of the Contract Documents. These reports are not part of the contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such reports but not upon the non-technical data, interpretations or opinions contained therein for the completeness or accuracy thereof for the CONTRACTOR'S purposes of preparing or submitting a bid. Except as indicated in the immediately preceding sentence, the CONTRACTOR shall have full responsibility with respect to subsurface conditions at the site. The technical data which will be made available only at the CONTRACTOR'S request may not be sufficient for construction purposes. Additional investigations may be necessary for the purposes of carrying out the construction project.

**4.2 Existing Structures:** Reference is made to the Supplemental Information for identification of those drawings of physical conditions in or relating to existing surface and subsurface structures (except Underground Facilities) which are at or contiguous to the site that have been utilized by the CONSULTANT and/or the COUNTY in preparation of the Contract Documents. The CONTRACTOR may rely upon the accuracy of the technical data contained in such drawings but not for the completeness thereof for the purposes of preparing or submitting a bid. Except as indicated in the immediately preceding sentence, the CONTRACTOR shall have full responsibility with respect to physical conditions in or relating to such structures.

**4.3** Unless otherwise stated, the CONTRACTOR shall be fully responsible for the removal of any materials, debris, garbage, vehicles or other such items which would interfere with the undertaking and completion of the project. By submission of a bid, the CONTRACTOR assumes full responsibility for the expenses associated with such

removal. There shall not be an increase in time or price associated with such removal.

4.4 Report of Differing Conditions: If the CONTRACTOR believes that:

4.4.1.1 Any technical data on which the CONTRACTOR is entitled to is inaccurate,  
or

4.4.1.2 Any physical condition uncovered or revealed at the site differs materially from that indicated, reflected or referred to in the Contract Documents.

4.4.1.3 The CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted) notify the OWNER'S REPRESENTATIVE in writing about the inaccuracy or difference.

4.5 OWNER'S REPRESENTATIVE Review: The OWNER'S REPRESENTATIVE will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto and advise the COUNTY in writing (with a copy to the CONTRACTOR) of the OWNER'S REPRESENTATIVE'S findings and conclusions.

4.6 Possible Document Change: If the OWNER'S REPRESENTATIVE and the COUNTY conclude that there is a material error in the Contract Documents and a change in the Contract Documents is required, a Field Directive Change, a Field Change or a Change Order will be issued as to reflect and document the consequences of the inaccuracy or difference.

4.7 Possible Price and Time Adjustments: In each case of a material error in the Contract Documents, an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, or any combination thereof, will be allowable to the extent that they are attributable to any such inaccuracy or difference.

4.8 Physical Conditions - Underground Facilities

Shown or Indicated: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site is based on information and data furnished to the COUNTY or the CONSULTANT by the owners of such Underground facilities or by others. Unless it is otherwise expressly provided in the Supplemental Information:

4.8.1 The CONTRACTOR shall have full responsibility for reviewing and checking all such information and data, for locating all Underground Facilities shown or indicated in the Contract Documents, for coordination of the Work with the owners of such Underground Facilities during construction, for the safety and protection thereof and for repairing any damage thereto resulting from the Work, the cost of all of which will be considered as having been included in the Contract Price. The CONSULTANT and COUNTY shall not be responsible for the accuracy or completeness of any such information or data.

4.9 Not Shown or Indicated: If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of, the CONTRACTOR shall, promptly after becoming aware thereof and before performing any Work affected thereby (except in an emergency as permitted) identify the owner of such Underground Facility and give written notice thereof to that owner and to the OWNER'S REPRESENTATIVE. The OWNER'S REPRESENTATIVE will promptly review the Underground Facility to determine

the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and with the COUNTY'S approval, the Contract Documents will be amended or supplemented to the extent necessary. During such time, the CONTRACTOR shall be responsible for the safety and protection of such Underground Facility. The CONTRACTOR shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, to the extent that they are attributable to the existence of any Underground Facility that was not shown or indicated in the Contract Documents and which the CONTRACTOR could not reasonably have been expected to be aware of. Locations of existing underground utilities are not field confirmed. In the case of a conflict between this or any other utility and proposed improvements, it shall be the CONTRACTOR'S duty to coordinate with all utility company relocation activities whether shown or not shown in the plans. Coordination is to include efforts by the CONTRACTOR to minimize time lost due to unexpected utility relocation or modifications.

#### 4.10 Reference Points

The COUNTY shall provide engineering surveys to establish reference points, as specified in the Supplemental Information, for construction which in the judgment of the COUNTY and the CONSULTANT are necessary to enable CONTRACTOR to proceed with the Work. The CONTRACTOR shall be responsible for laying out the Work (unless otherwise specified in the Technical Specifications), shall protect and preserve the established reference points and shall make no changes or relocations without the prior written approval of the COUNTY. The CONTRACTOR shall report to the OWNER'S REPRESENTATIVE whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points by professionally qualified personnel.

### 5. Bonds and Insurance

#### 5.1. Public Payment and Performance Bond

The CONTRACTOR will execute the Public Payment and Performance Bonds included herein as security for the faithful performance and payment of all his obligations under the Contract Documents.

5.2. This Bond shall be in amounts at least equal to the Contract Price and in such form and with such securities as are acceptable to the COUNTY. Prior to execution of the Contract Documents, the COUNTY may require the CONTRACTOR to furnish such other bonds, in such form and with such sureties as it may require. If such bonds are required by written instructions given prior to opening of Bids, the Premiums shall be paid by the CONTRACTOR. If the Contract is increased by a Change Order, it shall be the CONTRACTOR'S responsibility to insure that the Public Payment and Performance Bond be amended accordingly and a copy of the amendment forwarded to PROCUREMENT MANAGEMENT.

5.3. If the surety on any bond furnished by the CONTRACTOR is declared bankrupt or becomes insolvent or its right to do business is terminated in the State of Florida or it ceases to meet the requirements imposed by the Contract Documents, the CONTRACTOR shall within five calendar days thereafter substitute another Bond and Surety, both of which shall be acceptable to the COUNTY.

5.4. If the CONTRACTOR cannot obtain another bond and surety within five calendar days the COUNTY will accept and the CONTRACTOR shall submit an irrevocable letter of credit drawn on a Lee County, Florida bank until the bond and surety can be obtained.

## 6 Qualifications of Surety Companies

In order to be acceptable to the COUNTY, a surety company issuing Bid Guaranty Bonds or 100% Public Payment and Performance Bonds, called for in these specifications, shall meet and comply with the following minimum standards:

- 6.1 General
 

All Sureties for Lee County projects must be admitted to do business in the State of Florida and shall comply with the provisions of Florida Statute 255.05.
- 6.2 Attorneys-in-Fact who sign bid bonds or Public Payment and Performance Bonds for Lee County projects must file with such bond a certified copy of their Power of Attorney to sign such bond.
- 6.3 Agents of surety companies must list their name, address, and telephone number on all bonds.
- 6.4 The life of all bonds provided to Lee County shall extend twelve months beyond the date of final payment and shall contain a waiver of alternation to the terms of the Contract, extensions of time and/or forbearance on the part of the COUNTY.
- 6.5 To be acceptable to the OWNER on projects not in excess of \$500,000.00, Surety shall comply with these minimum provisions of State Statute 287.0935 as follows:
  - 6.5.1 Surety must have twice the minimum surplus and capital required by Florida Insurance Code at the time of bid solicitation.
  - 6.5.2 Surety must be in compliance with all provisions of the Florida Insurance Code and hold a currently valid certificate of authority issued by the United States Department of the Treasury under SS.31 U.S.C. 9404-9308.
  - 6.5.3 Sureties on projects in excess of \$500,000.00 shall comply with the above minimum provisions as well as being rated thru A.M. Best shall comply with the following provisions:
    - 6.5.4 The Surety shall be rated as "A-" or better as to General Policyholders Rating and Class VII or better as to financial category by the most current Best's Key Rating Guide, published by A.M. Best Company.
    - 6.5.5 Surety must have fulfilled all of its obligations on all other bonds previously given to the COUNTY.
    - 6.5.6 Surety must have a minimum underwriting limitation of \$5,000,000 published in the latest edition of the Federal Register for Federal Bonds (U.S. Dept. of Treasury).
- 6.6 Letter of Credit
 

At any time during the life of the letter of credit, should the rating of financial institution fall below both of the minimum ratings as indicated in the Contract Documents, or should the financial institution become insolvent, the CONTRACTOR must, within five calendar days after notification by the COUNTY:

  - 6.6.1 Replace the existing letter of credit with a replacement letter of credit from a financial institution with either of the minimum ratings as specified in the Contract Documents, or
  - 6.6.2 Have the existing letter of credit confirmed by a financial institution with either of the minimum ratings as specified in the Contract Documents.
  - 6.6.3 At the COUNTY'S option, the letter of credit may be replaced by a Public Payment and Performance Bond in accordance with the COUNTY'S existing bond policies.
- 6.7 Failure to comply with this provision may result in any or all of the following actions by the COUNTY:

6.7.1 Suspension of the CONTRACTOR’S right to pull building permits and schedule inspections;

6.7.2 A stop work order; and/or Revocation of the Land Development Permit.

6.8 Financial Institutions/Letters of Credit

In order to be acceptable to the COUNTY, a financial institution issuing 100% Letters of Credit, called for in these specifications, shall meet and comply with the following minimum standards:

6.8.1 General

The face of the letter of credit must be in a format utilizing Lee County Standard Form and indicate the following:

- 6.9.1.1 The letter of credit is “clean” and “irrevocable”;
- 6.9.1.2 An exact expiration date. The life of all letters of credit provided to Lee County shall extend twelve months beyond the date of final payment;
- 6.9.1.3 Statement of the purpose or project for which the letter of credit is issued;
- 6.9.1.4 A specific amount of the letter of credit, in U.S. dollars;
- 6.9.1.5 The method of disbursement of draws against the letter of credit;
- 6.9.1.6 The street address where draws against the letter of credit may be made; and
- 6.9.1.7 Venue in Lee County.
- 6.9.1.8 Verification of the status or certification of any financial institution may be made with:

Department of Insurance and Treasurer  
 Bureau of Collateral Securities  
 200 East Gaines Street  
 Tallahassee, FL 32377-0345  
 Phone (850) 922-3167

Or

Lee County Procurement Management  
 1500 Monroe Street, 4<sup>th</sup> Floor  
 Fort Myers, FL 33901  
 Phone (239) 533-8881

Or

Lee County Risk Management  
 2115 Second Street  
 Fort Myers, FL 33901  
 Phone (239) 533-2221

6.9.1.9 At the time of issuance of the letter of credit, the financial institution must have a minimum “peer group” rating of 50 in the latest Sheshunoff Quarterly Listing or a minimum rating of 125 in the latest IDC Bank Financial Quarterly Listing.

6.9.1.9.1.1 5.7.3 Letters of Credit from financial institutions which do not meet either of the minimum ratings indicated above must be confirmed by a financial institution with either of the minimum ratings indicated above.

6.9.1.9.1.2 5.7.4 All financial institutions which issue or confirm

any Letter of Credit must be authorized by the Secretary of State to do business in the State of Florida, shall show proof of same upon request by COUNTY staff, and agree to venue in Lee County.

6.9.2 In addition to the institutions meeting the aforementioned requirements, the Federal Home Loan Bank of Atlanta is authorized to issue and confirm letters of credit which are in accordance with the provisions above and all subsequent subparagraphs.

6.9.3 These actions shall be in effect until a satisfactory replacement bond or letter of credit is accepted by the COUNTY. The CONTRACTOR agreement shall so provide for replacement or confirmation in accordance with this policy.

## **7 Contractor's Liability Insurance**

7.1 The CONTRACTOR will purchase and maintain such insurance as will protect him from claims under Worker's Compensation laws, disability benefit laws or other similar employee benefit laws; from claims for damages because of bodily injury, occupational sickness or disease, or death of his employees including claims insured by usual personal injury, sickness and disease, or death of any person other than his employees including claims insured by usual personal injury liability coverage; and from claims for injury to or destruction of tangible property including loss of use resulting there from any or all of which may arise out of or result from the CONTRACTOR'S operations under the Contract Documents, whether such operations be by himself or any Sub-contractor or anyone directly or indirectly employed by any of them or for whose acts any of them may be legally liable. This insurance shall be written for no less than the limits of liability specified in the Contract Documents or required by law, whichever is greater, and shall include contractual liability insurance. As a prerequisite to the COUNTY signing the Contract, the CONTRACTOR will file with the COUNTY certificates of such insurance, acceptable to the COUNTY; these certificates shall contain a provision for cancellation.

### **7.2 Insurance Requirements**

7.2.1 Before final execution of the Agreement and until acceptance of the Work by the COUNTY, the CONTRACTOR shall procure and maintain insurance of the types and the limits specified by the Insurance Guide included in the Solicitation.

7.2.2 All CONTRACTOR'S Certificates of Insurance must be approved by the Lee County Risk Manager (or designee) before the final execution of the agreement by the COUNTY.

7.2.3 An Insurance Certificate shall be required from the successful BIDDER. Such form must be properly executed and submitted by an authorized representative of the insurance company and successful BIDDER within seven calendar days after notification by Lee County of the Board of County Commissioners' approval to award the contract. Such certificate of insurance state that the coverage is primary, and shall be in the types

and amounts stated in the Contract Documents. Certificate should include producers' phone number and reference the name of the project.

## **8 Contractor's Responsibilities**

### **8.2 Supervision and Superintendence**

8.1.1 The CONTRACTOR will supervise and direct the Work efficiently. He will be solely responsible for the means, methods, techniques, sequences, safety, and procedure of construction, unless otherwise specified. The CONTRACTOR will be responsible to see that the finished Work complies with the Contract Documents.

8.1.2 The CONTRACTOR will keep on the site at all times when work is being performed, a competent, resident superintendent who shall not be replaced without prior written notice to the OWNER'S REPRESENTATIVE. The superintendent will be the CONTRACTOR'S representative at the site and shall have authority to act on behalf of the CONTRACTOR. All communications given to the superintendent shall be binding as if given to the CONTRACTOR.

## **9 Labor Material and Equipment**

9.1 The CONTRACTOR will provide competent, suitable, qualified personnel to lay out the Work and perform construction as required by the Contract Documents. He will at all times maintain good discipline and order at the site.

9.2 The CONTRACTOR will furnish all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, heat, light, telephone, water and sanitary facilities and incidentals necessary for the execution, testing, initial operation and completion of the Work unless otherwise specified. All materials and equipment such as concrete pipe, inlets, manhole covers, etc., furnished by the CONTRACTOR shall be made by the same manufacturer, e.g., all pipe by one company, all inlets by one company, etc.

9.3 All materials and equipment will be new except as otherwise provided in the Contract Documents. If required by the OWNER'S REPRESENTATIVE, the CONTRACTOR will furnish satisfactory evidence as to the kind and quality of materials and equipment furnished.

9.4 All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable manufacturers, fabricator or processors except as otherwise provided in the Contract Documents.

9.5 In instances where the act is applicable due to the nature of the bid matter with which this bid package is concerned, all material, equipment, etc., as proposed and offered by CONTRACTOR must meet and conform to all O.S.H.A. requirements; the CONTRACTOR'S signature upon the bid proposal form being by this reference considered a certification of such fact.

## **10 Adjusting the Progress Schedule**

10.1 The CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE for acceptance of adjustments in the progress schedule to reflect the impact thereon of new developments; these will conform generally to the progress schedule then in effect and additionally will comply with any provisions of the Contract Documents applicable thereto. The COUNTY reserves the right to reject the progress schedule



from the CONTRACTOR which in its judgment does not appear to devote sufficient resources of manpower to enable the timely completion of the project. If the COUNTY requests the progress schedule to be adjusted, the CONTRACTOR shall do so and perform the work according to the adjusted schedule at no additional cost to the COUNTY.

## **11 Substitute Materials or Equipment**

11.1 If it is indicated in the specifications that the CONTRACTOR may furnish or use a substitute that is equal to any material or equipment specified, and if the CONTRACTOR wishes to furnish or use a proposed substitute, he will, within thirty calendar days after the award of the Contract, make written application to the OWNER'S REPRESENTATIVE for approval of such a substitute, certifying in writing that the proposed substitute will perform adequately the duties imposed by the general design, be similar and of equal substance to that specified and be suited to the same use and capable of performing the same function as that specified. No substitute shall be ordered or installed without the written approval of the COUNTY who shall be the judge of quality. Whether or not the COUNTY accepts a proposed substitute, the CONTRACTOR shall reimburse the COUNTY for any charges or cost for evaluating any proposed substitute.

## **12 Concerning Sub-contractors**

12.1 The CONTRACTOR will be fully responsible for all acts and omissions of his SUB-CONTRACTORS and of persons directly or indirectly employed by them and of persons for whose acts they may be liable to the same extent that they are employed by him. Nothing in the Contract Documents shall create any contractual relationship between any SUB-CONTRACTOR and the COUNTY. The COUNTY may, upon request, furnish to any SUB-CONTRACTOR, to the extent practicable, evidence of amounts paid to the CONTRACTOR on account of specific Work done.

12.2 The divisions and sections of the specifications and the identifications of any Drawings shall not control the CONTRACTOR in dividing the Work among SUB-CONTRACTORS or delineating the Work to be performed by any specific trade.

12.3 The CONTRACTOR agrees to bind specifically every SUB-CONTRACTOR to the applicable terms and conditions of these Contract Documents for the benefit of the COUNTY.

12.4 All Work performed for the CONTRACTOR by a SUB-CONTRACTOR shall be pursuant to an appropriate agreement between the CONTRACTOR and the SUB-CONTRACTOR which shall contain provisions that waive all rights the contracting parties may have against one another for damages caused by fire or perils covered by insurance, except such rights as they may have to the proceeds of such insurance held by the COUNTY as trustee.

## **13 Patent Fees and Royalties**

13.1 The costs involved in fees, royalties, or claims for any patented invention, article, process or method that may be used upon, or in a manner connected with the work under this contract, shall be paid by the CONTRACTOR. The CONTRACTOR and his sureties, together with his officers, agents, and employees, shall protect and hold the COUNTY harmless against any and all demands made for such fees or claims brought or made by holder of any invention or patent. Before final payment is made on the account of this Contract, the CONTRACTOR shall, if

requested by the COUNTY, furnish acceptable proof of a proper release from all such fees or claims.

- 13.2 Should the CONTRACTOR, his agent, employee, or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this contract, the CONTRACTOR shall promptly pay such royalties and secure the requisite licenses; or, subject to acceptance by the COUNTY, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the contract. Descriptive information of these substitutions shall be submitted to the OWNER'S REPRESENTATIVE for determination of general conformance to the design concept and the construction contract. Should the COUNTY elect to use the substitution, the CONTRACTOR agrees to pay such royalties and secure such valid licenses as may be requisite for the COUNTY, his officers, agents, and employees, or any of them, to use such invention, article, material, or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

#### **14 Permits**

- 14.1 Unless otherwise specified herein, the CONTRACTOR will secure and pay for all permits, impact fees, and licenses and will pay all governmental charges and inspections' fees necessary for the prosecution of the Work which are applicable at the time of his bid. The CONTRACTOR will also pay all public utility charges and connection fees except as provided for in the Contract Documents. Permits and licenses of regulatory agencies which are necessary to be maintained after completion of the guarantee period shall be secured and paid for by the COUNTY.
- 14.2 Pursuant to the requirements of F.S. 218.80, the following County permits and fees are required to be obtained and paid for by the CONTRACTOR.
- 14.2 This is a disclosure of permits and fees, required by Lee County, for this project and does not relieve the contractor of its responsibility to obtain and pay for permits required by other governmental entities as specified elsewhere in this document.
- 14.3 The CONTRACTOR will give all notices and comply with all laws, ordinances, rules and regulations applicable to the Work. If the CONTRACTOR observes that the Specifications or Drawings are at a variance therewith, he will give the OWNER'S REPRESENTATIVE prompt written notice thereof, and any necessary changes shall be adjusted by an appropriate modification. If the CONTRACTOR performs any Work knowing it to be contrary to such laws, ordinances, rules and regulations and without such notice to the OWNER'S REPRESENTATIVE, he will bear all cost arising there from; however, it shall not be his primary responsibility to make certain that the Drawings and Specifications are in accordance with such laws, ordinances, rules and regulations.

#### **15 Licenses**

- 15.1 The CONTRACTOR must be properly licensed, within the jurisdiction where the project is to be constructed, to perform the work specified in the Scope of Work at the time of bid submittal.

**16 Use of Premises**

16.1 The CONTRACTOR will confine his equipment, the storage of materials and equipment, and the operations of his workmen to the areas permitted by law, ordinances, permits or the requirements of the Contract Documents and shall not unreasonably encumber the premises with materials or equipment.

**17 Record Drawings**

17.1 The CONTRACTOR will keep one record copy of all Specifications, Drawings, Addenda, Modifications and Shop Drawings at the site in good order, and annotated to show all changes made during the construction process or addition and exact location of underground or otherwise concealed components such as, but not limited to, plumbing, air conditioning, electric, culverts, drainage structures, water main, force mains, service lines, wiring, traffic loops, pond or ditch bottoms and banks, signal poles, signs, and conduit which were not installed exactly as shown on the contract drawings. These shall be available to the OWNER'S REPRESENTATIVE and shall be verified by the OWNER'S REPRESENTATIVE at 30%, 60%, and 100% completion of the Project. The CONTRACTOR shall submit to the OWNER'S REPRESENTATIVE one complete set of all recorded changes made during Construction entitled "As-Built", and dated. Submittals shall be made in accordance with the above and shall be submitted at the time of substantial completion.

17.2 The sum of \$5,000.00 shall be withheld from the final payment until written acceptance or all of the Record Drawings by the OWNER'S REPRESENTATIVE has occurred.

17.3 Certified "as-built" information, which the CONTRACTOR must show on marked-up copies of the design drawings, prints, and other materials as specified above shall include both authorized and unauthorized changes to horizontal pavement dimensions, finish pavement grades, finish dimensions, elevations and alignment of the items noted in Article 17.1, and any modifications to material types from that specified in the bid plans and specifications. As a prerequisite to any payments, the CONTRACTOR shall make available to the Engineer all "as-built" information pertinent to the design drawings each month prior to his submission of a monthly application for payment. The CONTRACTOR shall also obtain "as-built" cross-sections of the roadway, ditches, channels, and other drainage ways as shown in the Contract Documents at intervals not to exceed 100 ft. The CONTRACTOR shall set benchmarks on or within 100 ft. of each control structure constructed as part of this project. A complete description including elevation and location of each control structure benchmark shall be provided to the Engineer as part of the "as-built" information. The elevation shall be clearly and permanently indicated on each benchmark.

17.4 "As-built" dimensions and elevations shall be obtained by a Professional Land Surveyor registered in the State of Florida pursuant to Chapter 472, Florida Statutes. The "as-built" drawings shall be signed and sealed by the CONTRACTOR'S Professional Land Surveyor in accordance with Section 472.025, Florida Statutes.

17.5 All pertinent surveyors' field survey notes containing the "as-built" data shall be sealed and submitted to the Engineer for review and acceptance prior to authorization of the final payment.

17.6 "As-built" data shall be secured and the accuracy of measurements shall be 0.01 ft.

17.7 All sub-surface improvements considered part of the Work as shown in the Contract Documents

shall be “as-built” by the CONTRACTOR prior to backfilling.

- 17.8 A final bench level circuit shall be secured indicating accuracy of vertical closure and a copy of these field notes shall be submitted to the Engineer before final acceptance of the project.
- 17.9 The CONTRACTOR shall annotate and show all “as-built” information on 11” x 17” prints of the bid plans during the course of the construction process. Upon completion of all contract work, but prior to authorization of the final payment by the Engineer, the CONTRACTOR shall deliver one (1) set of such annotated, in neat draftsman-like manner, “as-built” 11” x 17” prints to the Engineer for approval. Upon approval of such “as-built” plans, the CONTRACTOR shall forthwith provide two (2) sets of these drawings containing all “as-built” information, a CD of the “as-built” electronic files in AutoCAD or MicroStation format and data which have been sealed by a Professional Land Surveyor by the CONTRACTOR at the CONTRACTOR’S cost and forthwith become the property of the COUNTY.
- 17.10 The cost of preparing, maintaining, and providing “as-built” plans and documents as specified in this Article must be included in the Lump Sum payment for mobilization for each part of the Bid Schedule providing for Mobilization.
- 17.11 Shop drawing submittals processed by the Engineer shall not be construed as Change Orders; the purpose of a shop drawing is to demonstrate to the Engineer that the CONTRACTOR understands the design concept, and that his understanding is demonstrated by indicating the equipment and material to be furnished and installed. Corrections or changes indicated by the Engineer in the shop drawings do not constitute authorization to perform extra work.
- 17.12 The review of shop drawings and schedules shall be considered general and shall not be construed as permitting any departures from the contract requirements. The design drawings and contract specifications shall take precedence over the shop drawings in the event of deviations, discrepancy, or conflict.

## **18 Safety and Protection**

- 18.1 The CONTRACTOR will be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. He will take all necessary precautions for the safety of and will provide the necessary protection to prevent damage, injury or loss to:
- 18.1.1 All employees on the Project and other persons who may be affected thereby;
- 18.1.2 All the Work and all materials or equipment to be incorporated therein, whether in storage on or off the site; and
- 18.1.3 Other property at the site or adjacent thereto including trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
- 18.1.4 The CONTRACTOR will comply with all applicable laws, ordinances, rules, regulations and orders of any public body having jurisdiction for the safety of persons or property or to protect them from damage, injury or loss. He will erect and maintain, as required by the conditions and progress of the Work, all necessary safeguards for safety and protection and, in addition, he will comply with all applicable recommendations of

the "Manual of Accident Prevention in Construction" published by the Associated General Contractors of America, Inc.; "Roadway and Traffic Design Standards" latest edition published by the Florida Department of Transportation, specifically Index 600-650; and Occupational Safety and Health Administration published by the United States Department of Labor. He will notify owners of adjacent utilities when prosecution of the Work may affect them. All damage, injury or loss to any property caused directly or indirectly, in whole or in part by the CONTRACTOR, any SUB-CONTRACTOR, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable will be remedied by the CONTRACTOR; except any damage or loss attributable to the fault of the Drawings or the Specifications or to the acts or omissions of the COUNTY, and not attributable, directly or indirectly, in whole or in part, to the fault of negligence of the CONTRACTOR.

18.1.5 The CONTRACTOR will designate a member of his organization whose responsibility will be to plan for the prevention of accidents at the site. This person shall be the CONTRACTOR'S Superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER'S REPRESENTATIVE.

## **19 Emergencies**

19.1 In emergencies affecting the safety of persons, the Work or property at the site or adjacent thereto, the CONTRACTOR, without special instruction or authorization from the COUNTY, is obligated to act at his discretion to prevent threatened damage, injury or loss. He will give the OWNER'S REPRESENTATIVE prompt written notice of any significant changes in the Work or deviations from the Contract Documents caused thereby. If the COUNTY and the OWNER'S REPRESENTATIVE determine that a change to the Contract Documents is required because of the action taken in response to an emergency, a Field Directive Change or Change Order shall thereupon be issued covering the changes and deviations involved.

## **20 Shop Drawings and Samples**

20.1 After checking and verifying all field measurements, the CONTRACTOR will submit to the OWNER'S REPRESENTATIVE for approval, in accordance with the acceptable schedule of Shop Drawing submission, five copies (or at the option of the OWNER'S REPRESENTATIVE, one reproducible copy) of all Shop Drawings, which shall have been checked by and stamped with the approval of the CONTRACTOR and identified as the OWNER'S REPRESENTATIVE may require. The data shown on the Shop Drawings will be complete with respect to dimensions, design criteria, materials of construction and the like to enable the OWNER'S REPRESENTATIVE to review the information as required.

20.2 The CONTRACTOR will also submit to the OWNER'S REPRESENTATIVE for approval with such promptness as to cause no delay in the Work, all samples

required by the Contract Documents. All samples will have been checked by and stamped with the approval of the CONTRACTOR, identified clearly as to material, manufacturer, any pertinent numbers and the use for which intended.

- 20.3 At the time of each submission, the CONTRACTOR will in writing call the OWNER'S REPRESENTATIVE'S attention to any deviations that the Shop Drawing or sample may have from the requirements of the Contract Documents and, in addition, shall cause a specific notation to be made on each shop drawing submitted for review and approval of each such variation.
- 20.4 The OWNER'S REPRESENTATIVE will review and approve with reasonable promptness Shop Drawings and Samples, but its review and approval shall be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents. The approval of a separate item as such will not indicate approval of the assembly in which the item functions. The CONTRACTOR will make any corrections required by the OWNER'S REPRESENTATIVE and will return the required number of corrected copies of Shop Drawings and re-submit new samples until approved. All cost incurred by the COUNTY for the review of a shop drawing in excess of two reviews shall be the CONTRACTORS responsibility. The CONTRACTOR'S stamp of approval on any Shop Drawing or sample shall constitute a representation to the OWNER'S REPRESENTATIVE that the CONTRACTOR has either determined and verified all quantities, dimensions, field construction criteria, materials, catalog numbers and similar data or he assumes full responsibility for doing so, and that he has reviewed or coordinated each Shop Drawing or sample with the requirements of the Work and the Contract Document.
- 20.5 No work requiring a Shop Drawing or sample submissions shall be commenced until the submission has been approved by the OWNER'S REPRESENTATIVE. Any related Work performed prior to review and approval by the COUNTY of the pertinent submission will be the sole expense and responsibility of the CONTRACTOR. A copy of each approved Shop Drawing and each approved sample shall be kept in good order by the CONTRACTOR at the site and shall be available to the OWNER'S REPRESENTATIVE.
- 20.6 The OWNER'S REPRESENTATIVE approval of Shop Drawings or samples shall not relieve the CONTRACTOR from his responsibility for any deviations from the requirements of the Contract Documents, unless the CONTRACTOR has in writing called the OWNER'S REPRESENTATIVE attention to such deviation at the time of submission and the COUNTY and the OWNER'S REPRESENTATIVE have given written approval to the specific deviation; nor shall any approval by the OWNER'S REPRESENTATIVE relieve the CONTRACTOR from responsibility for errors or omissions in the Shop Drawings.
- 20.6.1 The CONTRACTOR shall, upon completion of the work, furnish to the Engineer two (2) complete sets of prints, neatly bound together, and in good condition, of all

the CONTRACTOR'S, Subcontractors' and manufacturers' drawings as finally checked and reviewed by the Engineer with all modifications accepted by the Engineer subsequent thereto, showing the work as actually completed. Such "as-built" information for bridges, culverts, and similar structures shall also be provided by the CONTRACTOR.

## **21 Indemnification**

21.1 The CONTRACTOR shall indemnify, save harmless and defend the COUNTY and all of its officers, agents, consultants and employees from and against all losses, claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recoverable against it or them by reason of any act or omission of the CONTRACTOR, his agent, consultants, employees, sub-contractors etc., in the execution of the work or in consequence of any negligence or carelessness in guarding the same and agrees to assume any related cost.

21.2 The CONTRACTOR shall assume all risk and bear any loss or injury to property or persons occasioned by neglect or accident during the progress of work until the same shall have been completed and accepted. The CONTRACTOR agrees to repair, restore or rebuild any damages he causes to any property of the COUNTY. He shall also assume all blame or loss by reason of neglect or violation of any state or federal law or municipal rule, regulation or order. The CONTRACTOR shall give to the proper authorities all required notices relating to the work, obtain all official permits and licenses and pay all proper fees. He shall repair any damage that may have occurred to any adjoining building, structure, utility or private property in the course of this work.

## **22 Cleaning Up**

22.1 The CONTRACTOR will keep the premises free from accumulations of waste materials, rubbish and other debris resulting from the Work; at the completion of the Work he will remove all waste materials, rubbish and debris from and about the premises as well as all tools, construction equipment and machinery, and surplus materials, and will leave the site clean and ready for occupancy by the COUNTY. The CONTRACTOR will restore to their original condition those portions of the site not designated for alteration by the Contract Documents.

22.2 If the CONTRACTOR fails to clean up as provided in the Contract Documents, the COUNTY may do so and the cost thereof shall be deducted from the final retainage due the CONTRACTOR.

## **23 Continuing the Work**

23.1 The CONTRACTOR shall carry on the Work and adhere to the progress schedule during all disputes and disagreements with the COUNTY. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted (The COUNTY May Stop Work) or as the CONTRACTOR and the COUNTY may otherwise agree in writing.

**24 Anti-Discrimination**

- 24.1 The CONTRACTOR for itself, its successors in interest, and assignees, as part of the consideration thereof covenant and agree that:
- 24.2 In the furnishing of services to the COUNTY hereunder, no person on the grounds of race, religion, color, age, sex, national origin, handicap or marital status shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination.
- 24.3 The CONTRACTOR will not discriminate against any employee or applicant for employment because of race, religion, color, age, sex, national origin, handicap or marital status. The CONTRACTOR will make affirmative efforts to insure that applicants are employed and that employees are treated during employment without regard to their race, religion, color, age, sex, national origin, handicap or marital status. Such action shall include, but not be limited to, acts of employment, upgrading, demotion or transfer; recruitment advertising; layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeships.
- 24.4 CONTRACTOR agrees to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions of this anti-discrimination clause.
- 24.5 CONTRACTOR will provide all information and reports required by relevant regulations and/or applicable directives. In addition, the CONTRACTOR shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the COUNTY to be pertinent to ascertain compliance. The CONTRACTOR shall maintain and make available relevant data showing the extent to which members of minority groups are beneficiaries under these contracts.
- 24.6 Where any information required of the CONTRACTOR is in the exclusive possession of another who fails or refuses to furnish this information, the CONTRACTOR shall so certify to the COUNTY its efforts made toward obtaining said information. The CONTRACTOR shall remain obligated under this paragraph until the expiration of three years after the termination of this CONTRACT.
- 24.7 In the event of breach of any of the above anti-discrimination covenants, the COUNTY shall have the right to impose sanctions as it may determine to be appropriate, including withholding payment to the CONTRACTOR or canceling, terminating or suspending this CONTRACT, in whole or in part.
- 24.8 Additionally, the CONTRACTOR may be declared ineligible for further COUNTY contracts by rule, regulation or order of the Board of County Commissioners of Lee County, or as otherwise provided by law.
- 24.9 The CONTRACTOR will send to each labor union, or representative of workers



with which the CONTRACTOR has a collective bargaining agreement or other contract of understanding, a notice informing the labor union or worker's representative of the CONTRACTOR'S commitments under this assurance, and shall post copies of the notice in conspicuous places available to the employees and the applicants for employment.

- 24.10 The CONTRACTOR will include the provisions in every sub-contract under this contract to insure its provisions will be binding upon each Sub-contractor. The CONTRACTOR will take such action with respect to any Sub-contractor, as the contracting agency may direct, as a means of enforcing such provisions, including sanctions for non-compliance.

## **25 Work by Others**

- 25.1 The COUNTY may perform additional Work related to the Project by itself, or it may let other direct contracts which shall contain General Conditions similar to these.
- 25.2 The CONTRACTOR will afford the other Contractors who are parties to such direct contracts (or the COUNTY, if it is performing the additional Work itself), reasonable opportunity for the introduction and storage of materials and equipment and the execution of the Work, and shall properly connect and coordinate his work with theirs. Should the Contract entail relocation of facilities not a part of this Contract, the CONTRACTOR will coordinate and cooperate with the applicable entity responsible for this portion of the Work.
- 25.3 Water lines, gas lines, wire lines, service connections, water and gas meter boxes, water and gas valve boxes, light standards, cableways, signals, and all other utility appurtenances within the limits of the proposed construction which are to be relocated or adjusted are to be moved by the owners at their expense, unless otherwise provided in the Contract. It is understood and agreed that the CONTRACTOR has considered in his bid all of the permanent and temporary utility appurtenances in their present or relocated positions as shown on the plans and that no additional compensation will be allowed for any delays, inconveniences, or damage sustained to him due to any interference from the said utility appurtenances or the operation of moving them. If any part of the CONTRACTOR'S work depends (for proper execution) upon the Work of any such other Contractor (or the COUNTY), the CONTRACTOR will inspect and promptly report to the OWNER'S REPRESENTATIVE in writing, any defects, deficiencies or delays in such Work that render it unsuitable for such proper execution and results. His failure to report shall constitute an acceptance of the Work, except as to defects, deficiencies and delays which may appear in the other Work after the execution of his Work.
- 25.4 The CONTRACTOR will do all cutting, fitting and patching of his Work, which is consistent with the Contract Documents that may be required to make its several parts come together properly and fit it to receive or be received by

such other Work. The CONTRACTOR will not endanger any Work of others by cutting, excavating or otherwise altering such other Work and will only cut or alter such other work with the written consent of the OWNER'S REPRESENTATIVE.

- 25.5 If the performance of additional Work by other Contractors or the COUNTY is not noted in the Contract Documents prior to the execution of the Contract, written notice thereof shall be given to the CONTRACTOR prior to starting any such additional Work.
- 25.6 The CONTRACTOR shall be responsible for coordination with all activities with adjacent projects.

## **26 Owner's Representative Status During Construction**

### **26.1 County's Representatives**

26.1.1 The COUNTY shall issue all communications to the CONTRACTOR through the OWNER'S REPRESENTATIVE.

### **26.2 Clarifications and Interpretations**

26.2.1 The OWNER'S REPRESENTATIVE will issue with reasonable promptness, through the COUNTY, such written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as the COUNTY may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents. If the CONTRACTOR believes that a written clarification or interpretation justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree to the amount or extent thereof, the CONTRACTOR may make a claim.

### **26.3 Authorized Variations in Work**

26.3.1 The OWNER'S REPRESENTATIVE may authorize, with prior approval from the COUNTY minor variations in the Work from the requirements of the Contract Documents which do not involve an adjustment in the Contract Price or the Contract Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Change Order and the CONTRACTOR shall perform the Work involved promptly. If the CONTRACTOR believes that a Field Change Order justifies an increase in the Contract Price or an extension of the Contract Time and the parties are unable to agree as to the amount or extent thereof, the CONTRACTOR may make a claim.

## **27. Changes in Work**

- 27.1 Without invalidating the Agreement, the COUNTY may unilaterally and at any time or from time to time order additions, deletions or revisions in the Work; these will be authorized by Change Orders or Field Directive Change. Upon receipt of a Change Order or Field Directive Change, the CONTRACTOR will proceed with the Work involved.
- 27.2 All such Work shall be executed under the applicable conditions of the Contract Documents.
- 27.3 If any Change Order or Field Directive Change causes an increase or decrease in the Contract Price or any extension or shortening of the Contract Time, an equitable adjustment will be made.
- 27.4 Additional Work performed by the CONTRACTOR without written authorization of a change in the form of an approved Change Order will not entitle him to an increase in the Contract Price or any extension of the Contract Time, except in the case of an emergency.
- 27.5 It is the CONTRACTOR'S responsibility to notify the Surety of any changes affecting the general scope of the Work or change of the Contract Price and the amount of the applicable Bonds shall be adjusted accordingly. The Surety's Acceptance must be submitted to the OWNER'S REPRESENTATIVE, by the CONTRACTOR, within ten calendar days of the initiation of the change.

## **28 Change of Contract Price**

- 28.1 The Contract Price constitutes the total compensation payable to the CONTRACTOR for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by the CONTRACTOR shall be at his expense without change in the Contract Price.
- 28.2 The Contract Price may only be changed by a Change Order. Any claim for an increase or decrease in the Contract Price shall be in writing and delivered to the OWNER'S REPRESENTATIVE within fifteen calendar days of the occurrence of the event giving rise to the claim and stating the general nature of the claim. Notice of the amount of the claim with supporting data shall be delivered within sixty calendar days after such occurrence (unless COUNTY allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR'S written statement that the amount claimed covers all known amounts (direct, indirect, and consequential) to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. No claim for an adjustment in the Contract Price will be valid if not submitted in accordance. All claims for adjustment in the Contract Price shall be reviewed by the OWNER'S REPRESENTATIVE. Any change in the Contract Price shall be incorporated in a Change Order and approved by the COUNTY. No claim by the CONTRACTOR for an equitable adjustment

hereunder shall be allowed if asserted after final payment under this Contract.

- 28.3 Where the Work involved is covered by unit prices contained in the Contract Documents or subsequently agreed upon, by application of unit prices to the quantities of the items involved.
- 28.4 By mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation.
- 28.5 By cost of the Work and mutually acceptable fixed amount for overhead and profit agreed upon by the parties.
- 28.6 If none of the above methods is agreed upon, the value shall be determined by the COUNTY on the basis of cost of the Work and a percentage for overhead and profit. Cost shall only include labor (payroll, payroll taxes, fringe benefits, worker's compensation, etc.), materials, equipment, and other incidentals directly related to the Work involved.
- 28.7 In such cases the CONTRACTOR will submit in the form prescribed by the COUNTY an itemized cost breakdown together with supporting data. The amount of credit to be allowed by the CONTRACTOR to the COUNTY for any such change which results in a net decrease in cost will be the amount of the actual net decrease as determined by the COUNTY. When both additions and credits are involved in any one change, the combined overhead and profit shall be figured on the basis of the net decrease, if any.

## **29 Cash Allowance**

- 29.1 It is understood that the CONTRACTOR has included in the Contract Price any allowances so named in the Contract Documents and shall cause the Work so covered to be done by such materialmen, suppliers, or SUB-CONTRACTORS and for such sums within the limit of the allowances as the COUNTY may approve. Upon final payment, the Contract Price shall be adjusted as required and an appropriate Change Order issued. The CONTRACTOR agrees that the original Contract Price includes such sums as he deems proper for cost and profit on account of cash allowances. No demand for an additional sum for overhead or profit in connection therewith will be allowed.

### **29.2 Unit Price Work**

- 29.2.1 Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the established unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price.

- 29.2.2 Each unit price will be deemed to include an amount considered by the CONTRACTOR to be adequate to cover the CONTRACTOR'S overhead and profit for each separately identified item.
- 29.2.3 The unit price of an item of Unit Price Work shall be subject to revaluation and adjustment under the following conditions:
  - 29.2.3.1 If the total cost of a particular item of Unit Price Work amounts to 5% or more of the Contract Price and the variation in the quantity of that particular item of Unit Price Work performed by the CONTRACTOR differs by more than 15% from the estimated quantity of such item indicated in the Agreement; and,
  - 29.2.3.2 If there is no corresponding adjustment with respect to any other item of Work; and
  - 29.2.3.3 If the CONTRACTOR believes that it has incurred additional expense as a result thereof; or
  - 29.2.3.4 If the COUNTY believes that the quantity variation entitles it to an adjustment in the unit price, either the COUNTY or the CONTRACTOR may make a claim for an adjustment in the Contract Price if the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed.

### **30 Change of Contract Time**

- 30.1 The Contract Time may only be changed by a Change Order. Any claim for an extension in the Contract Time shall be in writing and delivered to the OWNER'S REPRESENTATIVE within fifteen calendar days of the occurrence of the event giving rise to the claim and stating general nature of the claim. Notice of the extent of the claim with supporting data (analysis and documentation) shall be delivered within sixty calendar days after such occurrence (unless the OWNER'S REPRESENTATIVE allows an additional period of time to ascertain more accurate data in support of the claim) and shall be accompanied by the CONTRACTOR'S written statement that the adjustment claimed is the entire adjustment to which the CONTRACTOR has reason to believe it is entitled as a result of the occurrence of said event. If adverse weather conditions are the basis for a claim for additional time, such claim shall be documented by data substantiating that weather conditions were abnormal for the period of time and could not have been reasonably anticipated, and that the weather conditions had an adverse effect on the scheduled construction. No claim by the CONTRACTOR under this provision shall be allowed unless the CONTRACTOR has given the notice and the analysis and documentation required in this paragraph. All claims for adjustment in the Contract Time shall

be determined by the OWNER'S REPRESENTATIVE. Any change in the Contract Time resulting from any such claim shall be incorporated in a Change Order.

- 30.2 The COUNTY shall not be responsible for any delay in the completion of the project where the delay is beyond the control or without fault or negligence on behalf of the COUNTY. The COUNTY shall not be held accountable for extra compensation or an extension of time due to default by the CONTRACTOR, SUB-CONTRACTORS, or suppliers in the furnishing of labor or materials for the project, or having to replace defective materials.
- 30.3 The CONTRACTOR shall be entitled to a claim for an extension of time when a delay or hindrance is caused by an act of God, or any act or omission on the part of the COUNTY, provided the CONTRACTOR gives notice to the OWNER'S REPRESENTATIVE within fifteen calendar days of the occurrence of the event giving rise to the claim and having stated the general nature of the claim. The CONTRACTOR'S sole remedy shall be an extension of Contract Time.
- 30.4 No extension of Contract Time or increases in Contract Price shall be granted for any delay caused either by (1) inadequate crewing, default or bankruptcy of lower tier contract, slow submittals, etc., or (2) by severe though not unusual weather conditions (other than hurricanes and tornadoes) or (3) any delay impacting a portion of the Work within the available total float or slack time and not necessarily preventing completion of the Work within the Contract Time unless otherwise agreed to by the COUNTY in its sole discretion or (4) for any delay which is caused by the CONTRACTOR having to replace defective material or equipment or (5) delays attributable to the lack of performance by Sub-contractors regardless of the reasons.
- 30.5 All time limits stated in the Contract Documents are of the essence of the Agreement. Shall not exclude recovery for damages (including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court cost) for delay by either party.

### **31 Warranty and Guarantee: Acceptance of Defective Work**

#### **31.1 Warranty and Guarantee**

31.1.1 The CONTRACTOR warrants and guarantees to the COUNTY that all materials and equipment will be new unless otherwise specified and that all Work will be of good quality, free from faults or defects and in accordance with the requirements of the Contract Documents and any inspections, test or approvals referred to in this Article. All unsatisfactory Work, all faulty Work, and all Work not conforming to the requirements of the Contract Documents or such inspections, tests or approvals shall be considered defective. Prompt notice of all defects shall be given to the CONTRACTOR. All defective Work, whether or

not in place, may be rejected, corrected or accepted as provided herein. Contractor is to assign any and all warranties or guarantees on equipment, materials, etc. to the COUNTY.

## 31.2 Tests and Inspections

- 31.2.1 If the Contract Documents, laws, ordinances, rules, regulations or order of any public authority having jurisdiction require any Work to specifically be inspected, tested or approved by someone other than the CONTRACTOR, the CONTRACTOR will give the OWNER'S REPRESENTATIVE forty-eight (48) hours' notice of readiness therefore. The CONTRACTOR will furnish the OWNER'S REPRESENTATIVE with the required certificates of inspection, testing or approval. All such tests will be in accordance with the methods prescribed by the American Society for Testing and Materials or such other applicable organizations as may be required by law or the Contract Documents. If any such Work required to be inspected, tested or approved is covered without written approval of the OWNER'S REPRESENTATIVE, it shall, if requested by the OWNER'S REPRESENTATIVE, be uncovered for observation at the CONTRACTOR'S expense. The cost of all such inspections, tests and approvals shall be borne by the CONTRACTOR unless otherwise provided.
- 31.2.2 Project field testing of materials required by the specifications or the OWNER'S REPRESENTATIVE shall be provided by and at the expense of the COUNTY. The CONTRACTOR shall coordinate and schedule the required testing. The Contractor shall pay for all retests when the initial test result reveals that the materials failed to meet the requirements of the specifications. The CONTRACTOR shall notify the OWNER'S REPRESENTATIVE twenty-four (24) hours prior to conducting any test so the OWNER's REPRESENTATIVE may be present.
- 31.2.3 The OWNER'S REPRESENTATIVE shall have the right to require all materials to be submitted to tests prior to incorporation in the Work. In some instances, it may be expedient to perform these tests at the source of supply, and for this reason, it is required that the CONTRACTOR furnish the OWNER'S REPRESENTATIVE with the information concerning the location of his source before incorporating material into the Work. This does not in any way obligate the OWNER'S REPRESENTATIVE to perform tests for acceptance of material and does not relieve the CONTRACTOR of his responsibility to furnish satisfactory material. The CONTRACTOR shall furnish manufacturer's certificates of compliance with these specifications covering manufactured items incorporated in the Work.

31.2.4 Neither observations by the OWNER'S REPRESENTATIVE, nor inspections, tests or approvals by persons other than the CONTRACTOR shall relieve the CONTRACTOR from his obligations to perform the Work in accordance with the requirements of the Contract Documents.

31.2.5 Testing/Permits: The CONTRACTOR shall be responsible for performing any testing and the cost for all items that may be required as part of the NPDES, FDEP, USACOE and SFWMD permits.

## **32 Close Out Procedure**

### **32.1 General Operating/Maintenance Instructions & Manuals**

32.1.1 The CONTRACTOR shall organize maintenance operating manual information into four suitable sets of manageable size, and bind into individual binders properly identified and indexed (thumb-tabbed). Emergency instructions, spare parts listing, warranties, wiring diagrams, recommended "turn around" cycles, inspection procedures, shop drawings, product data, and similar acceptable information shall be included. The CONTRACTOR shall bind each manual of each set in a heavy duty, 3-ring vinyl covered binder, and include pocket folders for folded sheet information. Mark identification on both front and spine of each binder.

32.1.2 Arrange for each installer of work requiring continuing maintenance (by the OWNER) or operation, to meet with the OWNER'S personnel, at the project site, to provide basic instructions needed for proper operation and maintenance of the entire work. Include instructions by manufacturer's representatives where installers are not expert in the required procedures. Review maintenance manuals, record documentation, tools, spare parts and materials, lubricants, fuels, identification system, control sequences, hazards, cleaning and similar procedures and facilities. For operational equipment, demonstrate start-up, shut-down, emergency operations, noise and vibration adjustments, safety, economy/efficiency adjustments, and similar operations. Review maintenance and operations in relation with applicable guaranties, warranties, agreements to maintain, bonds, and similar continuing commitments.

## **33 Access to the Work**

33.1 The COUNTY and the OWNER'S REPRESENTATIVE shall at all times have access to the Work. The CONTRACTOR shall provide proper facilities for such access and observation of the Work and also for any inspection or testing thereof by others.

## **34 Uncovering the Work**

34.1 If any work has been covered which the OWNER'S REPRESENTATIVE has not specifically requested to observe prior to its being covered, or if the OWNER'S



REPRESENTATIVE considers it necessary or advisable that covered Work be inspected or tested by others, the CONTRACTOR, at the OWNER'S REPRESENTATIVE'S request, will uncover, expose or otherwise make available for observation, inspection or testing as the OWNER'S REPRESENTATIVE may require, that portion of the Work in question, furnishing all necessary labor, material and equipment. If it is found that such Work is defective, the CONTRACTOR will bear all the expense of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction. If, however, such Work is not found to be defective, the CONTRACTOR will be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction, if he makes a claim therefore.

### **35 County May Stop Work**

- 35.1 If the Work is defective, if the CONTRACTOR fails to supply sufficient skilled workmen or suitable materials or equipment, or if the CONTRACTOR fails to make prompt payments to SUB-CONTRACTORS for labor, materials or equipment: the COUNTY may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of the COUNTY to stop the work shall not give rise to any duty on the part of the COUNTY to exercise this right for the benefit of the CONTRACTOR or any other party.
- 35.2 Notwithstanding Paragraph 35.1, the COUNTY may also issue a Stop Work Order for the following reasons:
- 35.2.1 Insufficient Maintenance of Traffic practices.
  - 35.2.2 Failure to comply with permits regarding pollution control.
  - 35.2.3 Insufficient construction materials or methods.
  - 35.2.4 Failure to provide a safe working environment in accordance with the US Department of Labor Occupational Safety and Health Administration (OSHA).
- 35.3 Upon notice of the Stop Work Order, the CONTRACTOR shall cease all contracted work except for the activities required to correct the problem and as directed by the COUNTY.
- 35.4 If the CONTRACTOR fails to correct the problem causing the Stop Work Order and there is immediate threat to the public's health, safety, or environmental protection, the COUNTY may perform any remedial activities necessary to protect the public and environment. Any costs incurred by the County in the performance of this work shall be deducted from monies due the Contractor or paid by the Contractor to the County.
- 35.5 No increase in the Contract Price or extension of the Contract Time will be granted for any delays or loss of time due to a Stop Work Order.

### **36 Correction of Removal of Defective Work**

- 36.1 If required by the OWNER'S REPRESENTATIVE prior to approval of final payment, the CONTRACTOR will, promptly, without cost to the COUNTY and

as specified by the OWNER'S REPRESENTATIVE, either correct any defective Work whether or not fabricated, installed or completed or, if the Work has been rejected by the OWNER'S REPRESENTATIVE, remove it from the site and replace it with non-defective Work. If the CONTRACTOR does not correct such defective Work or remove and replace such rejected Work within ten calendar days, all as specified in a written notice from the OWNER'S REPRESENTATIVE, the OWNER'S REPRESENTATIVE may have the deficiency corrected or the rejected Work removed and replaced. All direct or indirect costs of such correction or removal and replacement shall be paid by the CONTRACTOR. The CONTRACTOR will also bear the expense of making good all Work of others destroyed or damaged by his correction, removal or replacement of his defective Work.

### **37 One Year Correction Period**

37.1 If, after the approval of the final payment and prior to the expiration of one year after the date of Final Completion or such longer period of time as may be prescribed by law or by the terms of any applicable special guarantee required by the Contract Documents, any Work is found to be defective, the CONTRACTOR will promptly, without cost to the COUNTY, and in accordance with the OWNER'S REPRESENTATIVE'S written instructions, either correct such defective Work or, if it has been rejected by the OWNER'S REPRESENTATIVE, remove it from the site and replace it with non-defective Work. If, within seven calendar days, the CONTRACTOR does not comply with the terms of such instructions, the Bonding Company shall be notified of default and requested to make repairs or replacement, the COUNTY may have the defective Work corrected or the rejected Work removed and replaced. All direct and indirect costs of such removal and replacement shall be paid by the CONTRACTOR.

### **38 Acceptance of Defective Work**

38.1 If, instead of requiring correction or removal and replacement of defective Work, the COUNTY prefers to accept it, the COUNTY may do so. In such case, if acceptance occurs prior to approval of final payment, a Change Order shall be issued incorporating the appropriate revisions to the Contract Documents including an appropriate reduction in the Contract Price. If the acceptance occurs after approval of the final payment, an appropriate amount shall be paid by the CONTRACTOR to the COUNTY.

### **39 Neglected Work By Contractor**

39.1 If the CONTRACTOR should neglect to prosecute the Work in accordance with the Contract Documents, including any requirements of the progress schedule, the COUNTY may, after three calendar days written notice to the CONTRACTOR and without prejudice to any other remedy it may have, make good such deficiency and the cost thereof shall be charged against the CONTRACTOR. A Change Order shall be issued incorporating the appropriate

revision to the Contract Documents including an appropriate reduction in the Contract Price. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall pay the difference to the COUNTY.

#### **40 Payment and Completion**

##### **40.1 Schedule of Values**

40.1.1 Within ten (10) calendar days after the effective date of the Agreement, the CONTRACTOR must submit a schedule of values of the Work including quantities and unit prices totaling to the Contract Price. This schedule shall be satisfactory in form and substance to the COUNTY and shall subdivide the Work into sufficient detail to serve as the basis for progress payments during construction. Upon approval of the schedule of values by the OWNER'S REPRESENTATIVE, it shall be incorporated into the Estimate and Requisition for Payment prescribed by the COUNTY. Unit Price Contracts shall have the bid proposal prices incorporated into the Estimate and Requisition for Payment.

##### **40.2 Application for Progress Payment**

40.2.1 Bid proposal units and unit prices shall serve as the basis for progress payments during construction. The bid proposal process shall be incorporated into the Estimate and Requisition for Payment Form No. CSD:505(4) prescribed by the COUNTY.

40.2.2 Not more often than once a month, nor less often than specified in the approved payment schedule, and on a date established at the Project Pre-Construction Conference, the CONTRACTOR will submit to the OWNER'S REPRESENTATIVE for review the Estimate and Requisition for Payment form filled out and signed by the CONTRACTOR covering the Work completed as of the date of the Application and supported by such data as the OWNER'S REPRESENTATIVE may reasonably require. Also, if payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another location agreed to in writing, the Application for Payment shall also be accompanied by such supporting data, satisfactory to the OWNER'S REPRESENTATIVE, as will establish the COUNTY'S title to the material and equipment and protect its interest therein, including applicable insurance. All progress payments will be subject to the retainage percentage specified in the Contract Documents. Such retainage shall be paid and will be issued in the final payment after acceptance by the COUNTY of the Work.

#### **41 Contractor's Warranty of Title**

41.1 The CONTRACTOR warrants and guarantees that title to all Work, materials and equipment covered by an application for progress payment, whether incorporated in the Project or not, will be passed to the COUNTY prior to the next making of application for progress payment, free and clear of all liens, claims, security interest and encumbrances; and that no Work, materials or equipment covered by an Application for Payment will have been acquired by

the CONTRACTOR or by any other person performing the Work at the site or furnishing materials and equipment for the Project subject to an agreement under which an interest therein or encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person.

## 42 Approval of Payments

- 42.1 The OWNER'S REPRESENTATIVE will, within ten calendar days after receipt of each Application for Payment, either indicate his approval of payment and deliver the application to the COUNTY or return the Application to the CONTRACTOR indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and re-submit the Application. The COUNTY will, within five calendar days after receipt of each approved application for payment, either indicate their approval of payment, and within fifteen calendar days pay the CONTRACTOR the amount approved, or return the application to the CONTRACTOR thru the OWNER'S REPRESENTATIVE indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the application to the OWNER'S REPRESENTATIVE.
- 42.2 The OWNER'S REPRESENTATIVE'S approval of any payment requested in an Application for Payment shall constitute a representation by him to the COUNTY, based on the OWNER'S REPRESENTATIVE'S on-site observations of the Work in progress and on his review of the Application for Payment and the supporting data that the CONTRACTOR is entitled to payment of the amount approved.
- 42.3 The OWNER'S REPRESENTATIVE'S approval of final payment shall constitute an additional representation by him to the COUNTY that the conditions precedent to the CONTRACTOR'S being entitled to final payment as set forth have been fulfilled.
- 42.4 The OWNER'S REPRESENTATIVE may refuse to approve the whole or any part of any payment if in his opinion; he is unable to make such representations to the COUNTY. He may then refuse to approve any such payment because of subsequently discovered evidence or the results of subsequent inspections or test, nullify any such payment previously approved, to such extent as may be necessary in his opinion to protect the COUNTY from loss because:
- 42.4.1 The Work is defective;
  - 42.4.2 A portion of such payment is the subject of a dispute or claim that has been filed;
  - 42.4.3 The Contract Price has been reduced because of Modifications;
  - 42.4.4 The COUNTY has been required to correct defective Work or complete the Work, or of unsatisfactory prosecution of the Work, including failure to clean up as required.

## 43 Substantial Completion

- 43.1 Prior to final payment, the CONTRACTOR shall, in writing to the OWNER'S REPRESENTATIVE, certify that the entire Project is substantially complete and request that the OWNER'S REPRESENTATIVE issue a Certificate of Substantial Completion. Within fourteen calendar days thereafter, the OWNER'S

REPRESENTATIVE and the CONTRACTOR will make an inspection of the Project to determine the status of completion. If the COUNTY does not consider the Project substantially complete, it will notify the CONTRACTOR in writing giving the reasons therefore. If the COUNTY considers the Project substantially complete, a Certificate of Substantial Completion will be issued. This certificate shall fix the date of Substantial Completion and the responsibilities between the COUNTY and the CONTRACTOR for maintenance, heat and utilities. The Certificate of Substantial Completion will also include a punch list of items to be completed or corrected, said time to be within the Contract Time. The COUNTY shall have the right to exclude the CONTRACTOR from the Project after the date of Substantial Completion but the COUNTY will allow the CONTRACTOR reasonable access to complete items on the punch list.

#### **44 Partial Utilization**

- 44.1 Prior to final payment, the OWNER'S REPRESENTATIVE may request the CONTRACTOR to permit the use of a specified part of the Project which the COUNTY believes it may use without significant interference with construction of the other parts of the Project. If the CONTRACTOR agrees, he will certify to the OWNER'S REPRESENTATIVE that said part of the Project is substantially complete and request the OWNER'S REPRESENTATIVE to issue a Certificate of Substantial Completion for that part of the Project. Within fourteen calendar days thereafter, the OWNER'S REPRESENTATIVE and the CONTRACTOR will make an inspection of that part of the Project to determine its status of completion. If the COUNTY considers that part of the Project to be substantially complete, the OWNER'S REPRESENTATIVE will deliver to the CONTRACTOR a certificate to that effect, fixing the date of Substantial Completion as to that part of the Project, and listing the punch list of items to be completed or corrected before final payment and fixing the responsibility between the COUNTY and the CONTRACTOR for maintenance, heat and utilities as to that part of the Project. The COUNTY shall have the right to exclude the CONTRACTOR from any part of the Project which is so certified to be substantially complete but the COUNTY will allow the CONTRACTOR reasonable access to complete or correct items on the punch list.

#### **45 Final Inspection**

- 45.1 Upon written notice from the CONTRACTOR that the Project is complete, the OWNER'S REPRESENTATIVE will make a final inspection with the CONTRACTOR and will notify the CONTRACTOR in writing of any particulars which this inspection reveals that the Work is defective. The CONTRACTOR shall immediately make such corrections as are necessary to remedy the defects within a reasonable time.

#### **46 Final Inspection for Payment**

- 46.1 After the CONTRACTOR has completed any such corrections to the satisfaction of the OWNER'S REPRESENTATIVE and delivered all maintenance and

operating instructions, schedules, guarantees, bonds, Certificates of Inspection and other documents as required by the Contract Documents, he may make application for final payment following the procedure for progress payments. The final Application for Payment shall be accompanied by legally effective final releases or waivers of liens from the CONTRACTOR and all SUB-CONTRACTORS which performed services for the CONTRACTOR pursuant to the Contract Documents and the consent of surety, if applicable to final payment.

#### **47 Approval of Final Payment**

- 47.1 If, on the basis of its observations and review of the Work during construction, its final inspection and its review of the final Estimate and Requisition for Payment, all as required by the Contract Documents, the OWNER'S REPRESENTATIVE is satisfied that the Work has been completed and the CONTRACTOR has fulfilled all of his obligations under the Contract Documents, it will, within ten calendar days after receipt of the final Application for Payment, indicate in writing its approval of payment and deliver the application to the COUNTY. Otherwise, it will return the Application to the CONTRACTOR, indicating in writing its reason for refusing to approve final payment, in which case the CONTRACTOR will make the necessary corrections and re-submit the Application. The COUNTY will, within fifteen calendar days after receipt of approved application for final payment, either indicate their approval of the estimate and requisition application for payment and within fifteen calendar days pay the CONTRACTOR the amount approved by the COUNTY and issue a Certificate of Final Completion or return the application thru the OWNER'S REPRESENTATIVE indicating in writing the reason for refusing to approve payment. In the latter case, the CONTRACTOR may make the necessary corrections and resubmit the application to the OWNER'S REPRESENTATIVE.
- 47.2 If, after substantial Completion of the Work, final completion is materially delayed through no fault of the CONTRACTOR, and the OWNER'S REPRESENTATIVE so confirms, the COUNTY shall and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance for Work not fully completed or corrected is less than the retainage stipulated in the Agreement, and if bonds have been furnished as required, the written consent of the Surety to the payment of the balance due for that portion of the Work fully completed and accepted shall be submitted by the CONTRACTOR to the OWNER'S REPRESENTATIVE, prior to certification of such payment. Such payment shall be made under the terms and conditions governing final payment, except that it shall not constitute a waiver of claims.
- 47.3 If liquidated damages are to be deducted from the final payment, the COUNTY shall so notify the CONTRACTOR in writing at least seven calendar days prior to the COUNTY'S submittal to Finance.
- 47.4 The Contractor will be required to submit with his final payment documents a DBE Participation Certification, indicating all DBE sub-contractor(s) and amount(s) utilized for the project.
- 47.5 If the CONTRACTOR did not utilize the DBE firm(s) listed on the Bid Proposal, a letter of justification, as to why shall be submitted along with the DBE

#### Participation Certification.

- 47.6 At the final completion of the construction project if the county project manager experienced problems with the CONTRACTOR the project manager will prepare a Contractor Performance Evaluation, and forward to the Contractor for review, comment and signature.
- 47.7 Upon receipt of the Contractor Performance Evaluation the CONTRACTOR will have seven calendar days, from the date received, to review, comment, sign and return back to the project manager. If the evaluation has not been received back from the CONTRACTOR within the seven calendar days, the COUNTY will assume the CONTRACTOR fully agrees with and has no comments to the evaluation. The evaluation will then be placed on file with Lee County Procurement Management.

### **48 Contractor's Continuing Obligation**

- 48.1 The CONTRACTOR'S obligation to perform the Work and complete the Project in accordance with the Contract Documents shall be absolute. Neither approval of any progress or final payment by the COUNTY, the issuance of the Certificates of Completion, any payment by the COUNTY to the CONTRACTOR under the Contract Documents, any use or occupancy of the Project or any part thereof by the COUNTY, any act of acceptance by the COUNTY, any failure to do so, nor any correction of defective Work by the COUNTY shall constitute an acceptance of Work not in accordance with the Contract Documents.

### **49 Waiver of Claims**

- 49.1 The making and acceptance of final payment shall constitute:
  - 49.1.1 A waiver of all claims by the COUNTY against the CONTRACTOR other than those arising from unsettled liens, from defective Work appearing after final payment or from failure to comply with the requirements of the Contract Documents, or from the terms of any special guarantees specified therein, and,
  - 49.1.2 A waiver of all claims by the CONTRACTOR against the COUNTY other than those previously made in writing and still unsettled.

### **50 Suspension of Work and Termination**

- 50.1 County May Suspend Work
  - 50.1.1 The COUNTY may at any time and without cause suspend the Work or any portion thereof for a period of not more than ninety calendar days by notice in writing to the CONTRACTOR. The COUNTY shall fix the date on which Work shall be resumed and the CONTRACTOR will resume the Work on the date so fixed. The CONTRACTOR will be allowed an increase in the Contract Price, an extension of the Contract Time or both, if such increases are justified and directly attributable to any COUNTY suspension and if he makes a claim thereof.

### **51 County May Terminate**

- 51.1 If the CONTRACTOR is adjudged bankrupt or insolvent, if he makes a general assignment for the benefit of his creditors, if a trustee or receiver is appointed for the CONTRACTOR or for any of his property, if he files a petition to take advantage of any debtor's act or reorganizes under the bankruptcy or similar laws, if he repeatedly fails to supply sufficient skilled workmen or suitable materials or equipment, if he repeatedly fails to make prompt payments to SUB-CONTRACTORS for labor, materials or equipment, if he disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction, if he disregards the authority of the OWNER'S REPRESENTATIVE, or if he otherwise substantially violates any provisions of the Contract Documents, then the COUNTY may, without prejudice to any other right or remedy and after giving the CONTRACTOR and his surety seven (7) calendar days' written notice, terminate the services of the CONTRACTOR and take possession of the Project and all materials, equipment, tools, construction equipment and machinery thereon owned by the CONTRACTOR and finish the Work by whatever method the COUNTY may deem expedient or arrange with the Surety to complete the project. The CONTRACTOR, if notified by the COUNTY to do so, shall promptly remove any part of his equipment and supplies from the property of the COUNTY; failing, the COUNTY shall have the right to remove such equipment and supplies at the expense of the CONTRACTOR.
- 51.2 In such case the CONTRACTOR shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct and indirect cost of completing the Project, including compensation for additional professional services, such excess shall be paid to the CONTRACTOR. If such cost exceeds such unpaid balance, the CONTRACTOR will pay the difference to the COUNTY. Such cost incurred by the COUNTY will be determined by the COUNTY and incorporated in a Change Order.
- 51.3 Where the CONTRACTOR'S services have been so terminated by the COUNTY, said termination shall not affect any rights of the COUNTY against the CONTRACTOR then existing or which may thereafter accrue.
- 51.4 If so terminated, any retention or payment of monies by the COUNTY due the CONTRACTOR will not release the CONTRACTOR from liability accruing under this Contract.
- 51.5 If after notice of termination of the CONTRACTOR'S right to proceed under the provisions of this clause, it is determined for any reason that the CONTRACTOR was not in default under the provisions or that the delay was excusable, the rights and obligations of the parties shall be the same as if the notice of termination had been issued.
- 51.6 Upon thirty (30) calendar days' written notice to the CONTRACTOR, the COUNTY may without cause and without prejudice to any other right or remedy elect to abandon the Project and terminate the Agreement. In such case the CONTRACTOR shall be paid for all Work executed and any expense sustained plus a reasonable profit.

## **52 Contractor May Stop Work or Terminate The Contract**

- 52.1 If through no fault of the CONTRACTOR, or a Sub-contractor, or their agents or employees or any other persons performing portions of the Work under



Contract with the CONTRACTOR, the WORK is suspended for a period of more than ninety calendar days by the COUNTY or under an order of court or other public authority, or the OWNER'S REPRESENTATIVE has not issued a certificate for payment and has not notified the CONTRACTOR of the reason for withholding certification or because the COUNTY has not made payment on a certificate for payment within the time stated in the Contract Documents, then the CONTRACTOR may, upon seven calendar days written notice to the COUNTY and the OWNER'S REPRESENTATIVE, terminate the Agreement and recover from the COUNTY payment for all Work executed and proven loss with respect to materials, equipment, tools and construction equipment and machinery, including reasonable overhead, profit and damages.

- 52.2 In addition and in lieu of terminating the Agreement, if the OWNER'S REPRESENTATIVE has failed to act on an application for payment or the COUNTY has failed to make any payment as aforesaid, the CONTRACTOR may upon seven calendar days written notice to the COUNTY and the OWNER'S REPRESENTATIVE stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve the CONTRACTOR of the obligation to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with the COUNTY.

## **53 Miscellaneous**

### **53.1 General**

53.1.1 All Specifications, Drawings and copies thereof furnished by the COUNTY, to the CONTRACTOR, shall remain the COUNTY'S property. They shall not be used on another Project.

53.1.2 The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder, and, in particular but without limitation, the warrants, guarantees and obligations imposed upon the CONTRACTOR and the rights and remedies available to the COUNTY thereunder shall be in addition to and not a limitation of any otherwise imposed or available by law, by special guarantee or other provisions of the Contract Documents.

53.1.3 Should the COUNTY or the CONTRACTOR suffer injury or damage to its person or property because of any error, omission or act of the other or any of his employees, agents, or others for whose acts he is legally liable, claim should be made in writing to the other party within seven calendar days of the first observance of such injury or damage.

53.1.4 The Contract Documents shall be governed by the laws of the State of Florida, the County of Lee, and the municipality in which the project is being done.

- 53.2 Right-of-Way Station Boards: The CONTRACTOR must establish and maintain throughout construction the right-of-way station boards at every even station within ten (10) days after the Notice to Proceed to assist and expedite construction and utility coordination. No additional compensation or separate pay item will be made for this work.

- 53.3 Abbreviations: Reference in the technical specifications to the specifications or

requirements of technical societies, associated organization, or bodies shall mean their most current specifications. These groups are identified in the technical specifications.

- 53.4 Use of Public Streets: The use of public streets and roads shall be such as to minimize any inconvenience to the public and to other traffic. Any earth or other excavation materials spilled from trucks shall be removed by the CONTRACTOR and the streets and roads shall be cleaned by the CONTRACTOR to the satisfaction of the COUNTY.
- 53.5 Damage to Existing Property, Structures and Utilities: The CONTRACTOR shall be held responsible for and shall repair all damage to pavement beyond the limits of the contract or outside the right-of-way. Also, the CONTRACTOR shall repair if damaged buildings, telephone or other cables, poles, signs, mailboxes, irrigation piping, water pipes, sanitary pipes, or other structures which may be encountered, whether or not they are shown on the Drawings. Information shown on the Drawings as to the location of existing utilities has been prepared from the most reliable data available to the Engineer. However, this information is not guaranteed, and it shall be the CONTRACTOR'S responsibility to determine the location, character, and depth of any existing utilities. The CONTRACTOR shall assist the utility companies, by every means possible, to determine said locations. The CONTRACTOR shall exercise extreme caution to eliminate any possibility of any damage to utilities resulting from his activities.
- 53.5.1 At least two (2) business days prior to excavating any section of the Work, the CONTRACTOR shall call the utility companies noted on the plans and inform them that Work on the specific section is about to commence and request that they field locate their underground utilities.
- 53.5.2 When proceeding with the Work, the CONTRACTOR shall exercise due caution to protect all underground and overhead utilities and existing structures from damage. In keeping with the Trench Safety Act, the CONTRACTOR shall provide all sheeting, shoring, and bracing that may be required to properly protect adjacent property, structures and people. The CONTRACTOR shall repair, to the satisfaction of the OWNER, any surface or subsurface Improvement damaged during the course of the Work (unless such improvement is shown to be abandoned or removed) whether or not such improvement is shown on the Drawing. Should any utilities be encountered that are not shown on the Drawing, the CONTRACTOR shall immediately notify the OWNER'S REPRESENTATIVE and shall take all due caution necessary to protect the utility.
- 53.6 Adjustment of Grades: Adjustments of grades shown on Drawings may be necessary to conform to actual field conditions or to maintain cover under proposed future grades. Such adjustments shall be considered part of the job conditions and no extra compensation will be allowed for such changes, except where specifically otherwise noted in the plans or specifications. Such adjustments must be approved by the OWNER'S REPRESENTATIVE prior to being made.
- 53.7 Existing Drainage: Existing drainage shall be maintained at all times and drainage under construction shall be left open so as not to cause flooding due to blockage. Any damage to construction caused by this requirement shall be the responsibility of the CONTRACTOR.

### 53.8 Reference to Other Specifications

53.8.1 Reference to FDOT Specifications shall mean the State of Florida Department of Transportation Standard Specifications for Road and Bridge Construction dated July 2016 and supplements thereto unless specifically stated otherwise in the Contract Documents. Where an FDOT Specification section cites or contains references to other sections, they shall also be included as though cited herein. Where FDOT Specifications refer to the “Engineer”, “Engineer of Test” or “Division of Test”, it shall be understood to mean the OWNER’S REPRESENTATIVE or his designee. Where FDOT Specifications refer to the “Department”, it shall mean the Department of Transportation of Lee County, Florida.

53.8.2 In case of conflict between the referenced FDOT Specifications and the Contract Documents, the Contract Documents shall govern.

53.8.3 Reference to AASHTO and ASTM are to the latest editions of published text of the American Association of Highway and Transportation Officials and the American Society for Testing and Materials, respectively.

### 53.9 Shoring

53.9.1 Unless trench banks are cut back on a stable slope, sheet and brace trenches shall be used as necessary to prevent caving or sliding, to provide protection for workmen and the pipe, and to protect adjacent structures and facilities. The CONTRACTOR shall not brace sheeting against the pipe, but shall brace it so that no concentrated loads of horizontal thrust are transmitted to the pipe. If portable metal box is used for bracing the slopes, the CONTRACTOR shall take care not to disturb the pipe when the box is removed.

53.9.2 The CONTRACTOR must comply with the Trench Safety Act, Florida Statutes Sections 553.60 – 553.64. Cost of compliance is not a separate pay item. Costs shall be included in the cost of pipe placement.

53.10 Dewatering: Dewatering of excavations, trenches, structures and utilities may be required. The CONTRACTOR shall be responsible for obtaining water use permits for dewatering operations, as necessary, from the South Florida Water Management District. No separate payment will be made for dewatering operations or procurement of dewatering permits. Costs shall be included in the cost of items as included in the Bid Form.

53.11 Excess Excavated Material: Unless otherwise specified, all excavated material in excess of the needs for backfill and area fill shall become the property of the CONTRACTOR, and the CONTRACTOR shall remove same from the project.

53.12 Asphalt Paving Conference: A pre-paving conference shall be held prior to any asphalt placement. The conference is intended to closely coordinate the CONTRACTOR’S plant and site personnel with the COUNTY’S plant and field inspectors and establish expected quality assurance procedures. The CONTRACTOR shall not perform any paving prior to this conference.

53.13 Rock Excavation: All excavations for the installation of pipes, structures, foundations, or other contract items shall be unclassified and no additional or separate payment for rock excavation shall be provided not shall additional or separate payment be made for backfill required to compensate for excavated rock material that cannot be reused as backfill.

**53.14 Permits**

53.14.1 Copies of permits for this project other than for dewatering or NPDES will be provided by the COUNTY.

53.14.2 The CONTRACTOR shall abide by all conditions, statutes, and regulations issued by the jurisdiction authorities, boards and agencies of the COUNTY, State and Federal Governments. The CONTRACTOR shall be fully responsible for the execution and adherence to all directives, instructions, conditions, issuance of notices, special conditions, and limiting conditions contained in permits specifically issued for this project and which pertain to or affect the construction phase of this project. Except as may be provided elsewhere in these documents, the cost of materials, supplies, labor testing, permit fees and other direct or indirect expenses required to abide by or execute conditions of the permits shall be paid for by the CONTRACTOR. There is no direct or specific payment item in the bid for cost due to compliance with said permits. The CONTRACTOR'S reimbursement for said costs shall be distributed within the various items of work and materials associated with the construction of the project.

53.15 Field Office: CONTRACTOR is not required to provide a field office within the project limits as long as CONTRACTOR has a field office within Lee, Collier or Charlotte County prior to bidding. If CONTRACTOR does not have an established office within Lee, Collier or Charlotte County, then the CONTRACTOR shall provide and staff a field office within the project limits for the entire project duration, per FDOT requirements. This item shall be compensated under the mobilization item and no separate payment will be made. The CONTRACTOR shall coordinate the location of this field office with the Lee County DOT Project Manager prior to the issuance of the Notice to Proceed.

**54 Computation of Time**

54.1 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day will be omitted from the computation.

**55 Maintenance of Records**

55.1 The CONTRACTOR shall keep adequate records and supporting documents applicable to this contractual matter. Said records and documentation will be retained by the CONTRACTOR for a minimum of five years from the date of termination of this Contract. The COUNTY and its authorized agents shall have the right to audit, inspect and copy records and documentation as often as the COUNTY deems necessary during the period of this Contract and during the period of five years thereafter; provided, however, such activity shall be conducted only during normal business hours. The COUNTY, during the period of time expressed by the preceding sentence, shall also have the right to obtain a copy of, and otherwise inspect, any audit made at the direction of the CONTRACTOR as concerns the aforesaid records and documentation.

55.2 Vendor specifically acknowledges its obligations to comply with §119.0701,

F.S., with regard to public records, and shall:

- 55.2.1 keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the services required under this Agreement;
- 55.2.2 provide the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- 55.2.3 ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law; and
- 55.2.4 meet all requirements for retaining public records and transfer, at no cost to the County, all public records in possession of Vendor upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the County in a format that is compatible with the information technology system of the County.

55.3 **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>.**

## 56 Federal Requirements

- 56.1 In the event this Contract is paid in whole or in part from any Federal Governmental agency or source, the specific terms, regulations and requirements governing the disbursement of these funds are incorporated by reference and made a part of this Contract as if attached hereto and become a part of this clause.

End of General Conditions Section

## SCOPE OF WORK AND SPECIFICATIONS

Lee County is seeking a qualified vendor or vendors to clear the areas of any existing material, provide new landscaping for the following areas and maintain them for one year according to the attached plans for each area:

1. Beth Stacey – Business Way
2. Crystal Drive and Plantation Rd
3. Sunshine and 23<sup>rd</sup> St.
4. Bonita Beach Median Enhancement

### 1. Licensing and Certification Requirements

#### A. Pesticide and Right of Way License

Provide proof of State of Florida pesticide Natural Area and Right of Way license or a Commercial Applicator 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.

#### B. 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.

#### C. 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.

#### D. 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.

#### E. A Certificate of Competency for an Irrigation Sprinkler Contractor

This certificate must be 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.

End of Scope of Work and Specifications Section

## TECHNICAL SPECIFICATIONS

### MOT

#### 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.

#### 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.

#### 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.

#### Lane Closures

1. 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. There shall be not lane closures between Thanksgiving and Easter without approval from Lee County.

## LANDSCAPE WORK

### Scope of Work

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.

### 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.

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 .

### 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 Landscape Supervisor 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.

#### 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.

## 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.
  2. Provide the proposed Maintenance of Traffic Plan.
  3. Provide list of emergency telephone numbers.
  4. Provide submittals.

## 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.

#### 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.

### 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.

### 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.

### 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.

### 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.

## 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.

## 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.

## 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:
- G.
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.

#### Fertilizer

- A. All plants shall be fertilized six weeks after planting with a complete Granular fertilizer with a formulation of 8-2-12-4 (100% slow release N, K and Mg) including micronutrients and shall be applied at a rate 1.5 lbs per 100 sq ft. for trees and shrubs.
  - 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.

#### 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.

#### 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 1/2" 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 3/4" and 1 1/2". Mulch shall be free from debris, noxious weeds, and seeds. Mulch shall be certified free from Burrowing Nematodes.
  7. Organic Lee Compost. Consists of processed yard waste and biosolids by Lee County Solid Waste.

8. Shell mulch as specified.
9. Stone mulch as specified.
10. The use of Cypress mulch is prohibited by County Administration Code 5-9.

### 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.
  3. 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.

### 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.

## 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.

## Plant Installation

- 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.**
- 10. BACKFILL 25% OF THE HOLE DEPTH. WATER AND TAMP IN WHILE MAINTAINING THE PLANT IN A VERTICAL POSITION.**
- 11. BACKFILL AN ADDITIONAL 25% OF THE HOLE DEPTH. WATER AND TAMP IN WHILE MAINTAINING THE PLANT IN A VERTICAL POSITION.**
- 12. BACKFILL THE REST OF THE HOLE TO THE TOP OF THE ROOTBALL AND THOROUGHLY WATER IN, MAINTAINING THE PLANT IN A VERTICAL POSITION.**
- 13. 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.**
- 14. ANY DEVIATION FROM THE ABOVE PROCESS OR IMPROPER HANDLING WILL NOT BE CONSIDERED AS INDUSTRY STANDARDS AND WILL BE CAUSE FOR REJECTION OF WORK.**
- 15. ONLY PLANTS WITH PROPERLY PRUNED ROOT SYSTEMS WILL BE ACCEPTED.**
- 16. BALLED AND BURLAPPED TREES MUST HAVE THEIR CANOPY PROPERLY HARDENED-OFF FOR ACCEPTANCE.**
- 17. TREES WITH CENTER STAKES WILL NOT BE ACCEPTED.**

#### Maintenance During Construction

- 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 Site Maintenance specifications. 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.

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

#### Site Maintenance 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.

#### 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.

#### 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.)

#### 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.

#### 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.

#### 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
3. 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) |

Mulch

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

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.

Landscape Maintenance Execution

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:

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.

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**

1. 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.



## 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.

**8** *Trench Safety* (Required for Construction Projects Only)

Self explanatory.

**9** *Bid Bond* (as applicable)

Self explanatory

*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)

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.)



LEE COUNTY PROCUREMENT MANAGEMENT
SOLICITATION RESPONSE FORM

Date Submitted: \_\_\_\_\_ Deadline Date: 6/6/2017

SOLICITATION IDENTIFICATION: B170266KLC

SOLICITATION NAME: Landscape Three Roundabouts and Bonita Beach Median Enhancement

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)

(Affix Corporate Seal, as applicable)

\_\_\_\_\_  
Authorized Representative's Title (printed or typed)

\_\_\_\_\_  
Witnessed/Attested by: (Witness/Secretary name and title printed or typed)

\_\_\_\_\_  
Authorized Representative's Signature

\_\_\_\_\_  
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  
FE/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

Sample Only

**BID/PROPOSAL FORM**

Company Name: \_\_\_\_\_

**Landscape Three Roundabouts and Bonita Beach**Solicitation # **B170266KLC**Solicitation Name **Median Enhancement**

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

Please include this page with your submission package.

| <i>Item #</i> | <i>Description</i>   | <i>Unit of Measure</i> | <i>Quantity</i> | <i>Unit Cost</i> | <i>Total Cost</i> |
|---------------|--|------------------------|-----------------|------------------|-------------------|
| AREA 1        | <b>BETH STACEY BLVD AND BUSINESS WAY</b>   |                        |                 |                  |                   |
|               | LANDSCAPE INSTALLATION   |                        |                 |                  |                   |
| A.            | <b>MOBILZATION</b>   | L.S.                   | 1               |                  |                   |
| B.            | <b>TREES</b>   |                        |                 |                  |                   |
|               | <b>SILVER BUTTONWOOD, CONCARPUS ERECTUS VAR. SERICEUS 12' HEIGHT</b>                       | EACH                   | 17              |                  |                   |
| C.            | <b>PALMS</b>   |                        |                 |                  |                   |
|               | <b>MEDJOOOL DATE PALM, PHEONIX DACTYLIFERA 'MEDJOOOL' X SYLVESTRIS 16' CT, 8' – 12' OC</b> | EACH                   | 5               |                  |                   |
|               | <b>SABAL PALM, SABAL PALMETTO, 16' 8' – 12' OC</b>   | EACH                   | 8               |                  |                   |
| D.            | <b>SHRUBS</b>  |                        |                 |                  |                   |
|               | <b>WHITE INDIGO BERRY, RANDIA ACULEATA, 24" HT. 5'OC</b>                                   | EACH                   | 18              |                  |                   |
|               | <b>SAW PALMETTO, SERONA REPENS, 36" 5' OC</b>  | EACH                   | 11              |                  |                   |
| E.            | <b>MULCH</b>   |                        |                 |                  |                   |
|               | <b>57 STONE 2" DEPTH</b>   | CY                     | 10              |                  |                   |
| F.            | <b>LANDSCAPE INSTALLATION - LABOR</b>  |                        |                 |                  |                   |
|               | <b>TOTAL FOR LANDSCAPE INSTALLATION – AREA 1</b>   |                        |                 |                  |                   |
| G.            | <b>ONE-YEAR SITE MAINTENANCE (MEDIANS ONLY) AREA 1</b>                                     |                        |                 |                  |                   |
| H.            | <b>MAINTENANCE OF TRAFFIC</b>  | L.S.                   | 1               |                  |                   |
| I.            | <b>LITTER AND DEBRIS PICK-UP AND REMOVAL</b>   | EACH                   | 21              |                  |                   |
| J.            | <b>WEEDING AND WEED CONTROL</b>  | EACH                   | 21              |                  |                   |
| K.            | <b>EDGING</b>  | EACH                   | 21              |                  |                   |
| L.            | <b>SOIL TESTING, FERTILIZER &amp; FERTILIZER APPLICATION</b>                               | EACH                   | 2               |                  |                   |
| M.            | <b>PRUNING</b>   | L.S.                   | 1               |                  |                   |
| N.            | <b>DISEASE AND INSECT CONTROL</b>  | L.S.                   | 1               |                  |                   |

|        |  |      |    |  |  |
|--------|--|------|----|--|--|
| O.     | <b>MULCH AND MULCHING</b>  | EACH | 1  |  |  |
| P.     | <b>MOWING ROW TO ROW WITHIN LIMITS OF CONSTRUCTION</b>                                 | EACH | 21 |  |  |
|        | <b>TOTAL FOR LANDSCAPE MAINTENANCE FOR AREA 1</b>                                      |      |    |  |  |
|        | <b>GRAND TOTAL FOR LANDSCAPE AND MAINTENANCE FOR AREA 1</b>                            |      |    |  |  |
|        |  |      |    |  |  |
| AREA 2 | <b>CRYSTAL DR. AND PLANTATION RD.</b>  |      |    |  |  |
|        | <b>LANDSCAPE INSTALLATION</b>  |      |    |  |  |
| A.     | <b>MOBILIZATION</b>  | L.S. | 1  |  |  |
| B.     | <b>PALMS</b>   |      |    |  |  |
|        | <b>MEDJOOl DATE PALM, PHEONIX DACTYLIFERA 'MEDJOOl' X SYLVESTRIS 16' CT 8 '-12' OC</b> | EACH | 2  |  |  |
|        | <b>SABAL PALM, SABAL PALMETTO 16' 8' - 12' OC</b>                                      | EACH | 5  |  |  |
| C.     | <b>SHRUBS</b>  |      |    |  |  |
|        | <b>WHITE INDIGO BERRY, RANDIA ACULEATA, 24" HT. 5' OC</b>                              | EACH | 14 |  |  |
|        | <b>SAW PALMETTO, SERONA REPENS, 36" 5' OC</b>  | EACH | 8  |  |  |
| D.     | <b>MULCH</b>   |      |    |  |  |
|        | <b>57 STONE 2" DEPTH</b>   | CY   | 8  |  |  |
| E.     | <b>LANDSCAPE INSTALLATION - LABOR</b>  |      |    |  |  |
|        | <b>TOTAL FOR LANDSCAPE INSTALLATION - AREA 2</b>                                       |      |    |  |  |
| F.     | <b>ONE-YEAR SITE MAINTENANCE (MEDIANS ONLY) AREA 2</b>                                 |      |    |  |  |
| G.     | <b>MAINTENANCE OF TRAFFIC</b>  | L.S. | 1  |  |  |
| H.     | <b>LITTER AND DEBRIS PICK-UP AND REMOVAL</b>   | EACH | 21 |  |  |
| I.     | <b>WEEDING AND WEED CONTROL</b>  | EACH | 21 |  |  |
| J.     | <b>EDGING</b>  | EACH | 21 |  |  |
| K.     | <b>SOIL TESTING, FERTILIZER &amp; FERTILIZER APPLICATION</b>                           | EACH | 2  |  |  |
| L.     | <b>PRUNING</b>   | L.S. | 1  |  |  |
| M.     | <b>DISEASE AND INSECT CONTROL</b>  | L.S. | 1  |  |  |
| N.     | <b>MULCH AND MULCHING</b>  | EACH | 1  |  |  |
| O.     | <b>MOWING ROW TO ROW WITHIN LIMITS OF CONSTRUCTION</b>                                 | EACH | 21 |  |  |
|        | <b>TOTAL FOR LANDSCAPE MAINTENANCE FOR AREA 2</b>                                      |      |    |  |  |
|        | <b>GRAND TOTAL FOR LANDSCAPE AND MAINTENANCE FOR AREA 2</b>                            |      |    |  |  |
|        |  |      |    |  |  |
| AREA 3 | <b>SUNSHINE BLVD AND 23<sup>rd</sup> STREET SOUTHWEST</b>                              |      |    |  |  |
| A.     | <b>TREES</b>   |      |    |  |  |

|               |   |      |      |  |  |
|---------------|---|------|------|--|--|
|               | <b>GUMBO LIMBO, BURSERA SIMARUBA, 12'HT, 2" CALIPER</b>   | EACH | 6    |  |  |
| <b>B.</b>     | <b>PALMS</b>  |      |      |  |  |
|               | <b>SABAL PALMS, SABAL PALMETTO 16' 8' – 12' OC</b>  | EACH | 12   |  |  |
| <b>C.</b>     | <b>SHRUBS</b>   |      |      |  |  |
|               | <b>SAW PALMETTO, SERONA REPENS 24" HT. 5' OC</b>  | EACH | 8    |  |  |
| <b>D.</b>     | <b>MULCH</b>  |      |      |  |  |
|               | <b>57 STONE 2" DEPTH</b>  | CY   | 4    |  |  |
|               | <b>LANDSCAPE INSTALLATION LABOR</b>   |      |      |  |  |
|               | <b>TOTAL FOR LANDSCAPE INSTALLATION – AREA 3</b>  |      |      |  |  |
|               | <b>ONE-YEAR SITE MAINTENANCE (MEDIANS ONLY) AREA 3</b>  |      |      |  |  |
| <b>E.</b>     | <b>MAINTENANCE OF TRAFFIC</b>   | L.S. | 1    |  |  |
| <b>F.</b>     | <b>LITTER AND DEBRIS PICK-UP AND REMOVAL</b>  | EACH | 21   |  |  |
| <b>G.</b>     | <b>WEEDING AND WEED CONTROL</b>   | EACH | 21   |  |  |
| <b>H.</b>     | <b>EDGING</b>   | EACH | 21   |  |  |
| <b>I.</b>     | <b>SOIL TESTING, FERTILIZER &amp; FERTILIZER APPLICATION</b>  | EACH | 2    |  |  |
| <b>J.</b>     | <b>PRUNING</b>  | L.S. | 1    |  |  |
| <b>K.</b>     | <b>DISEASE AND INSECT CONTROL</b>   | L.S. | 1    |  |  |
| <b>L.</b>     | <b>MULCH AND MULCHING</b>   | EACH | 1    |  |  |
| <b>M.</b>     | <b>MOWING ROW TO ROW WITHIN LIMITS OF CONSTRUCTION</b>  | EACH | 21   |  |  |
|               | <b>TOTAL FOR LANDSCAPE MAINTENANCE FOR AREA 3</b>   |      |      |  |  |
|               | <b>GRAND TOTAL FOR LANDSCAPE AND MAINTENANCE FOR AREA 3</b>   |      |      |  |  |
|               |   |      |      |  |  |
| <b>AREA 4</b> | <b>BONITA BEACH RD. MEDIAN ENHANCEMENTS</b>   |      |      |  |  |
| <b>A.</b>     | <b>BOUGAINVILLEA, HELEN JOHNSON., 3 GAL. FLORIDA NO. 1 OR BETTER. 24" OC</b>  | EACH | 112  |  |  |
| <b>B.</b>     | <b>PERENNIAL PEANUT, ARACHIS GLABRATA, 1 GAL FLORIDA NO. 1 OR BETTER. 18" OC</b>                                      | EACH | 2500 |  |  |
| <b>C.</b>     | <b>GREEN ISLAND FICUS, FICUS MICROCARPUS, 3 GAL., 7" MIN O.A. HT. 19" MIN SPR. 24" O.C., FLORIDA NO. 1 OR BETTER.</b> | EACH | 495  |  |  |
| <b>D.</b>     | <b>PINK MUHLY GRASS, MUHLENBERGIA CAPPALARIS, 5 GAL. 36" O.C., FULL, FLORIDA NO. 1 OR BETTER.</b>                     | EACH | 400  |  |  |
| <b>E.</b>     | <b>GOLDEN CREEPER, ERNODEA LITTORALIS, 1 GAL., FLORIDA NO. 1 OR BETTER</b>  | EACH | 1514 |  |  |



|    |   |      |      |  |  |
|----|---|------|------|--|--|
| F. | <b>PALMS</b>  |      |      |  |  |
|    | <b>MONTGOMERY PALM, VEITCHIA ARECINA (FORMERLY V. MONTGOMERYANA) 6'-8' GW. FLORIDA NO. 1 OR BETTER.</b> | EACH | 8    |  |  |
|    | <b>SYLVESTER DATE PALM, PHOENIX SYLVESTRIS, 10'-12' CT, FLORIDA NO 1 OR BETTER.</b>                     | EACH | 9    |  |  |
| G. | <b>MULCH</b>  |      |      |  |  |
|    | <b>FLORIMULCH 3 IN. DEPTH</b>   | C.F. | 1680 |  |  |
|    | <b>LANDSCAPE INSTALLATION - LABOR</b>   |      |      |  |  |
|    | <b>TOTAL FOR LANDSCAPE INSTALLATION – AREA 4</b>  |      |      |  |  |
|    | <b>GRAND TOTAL FOR AREAS 1 - 4</b>  |      |      |  |  |

Amount Written \_\_\_\_\_

**Required form 1a Minimum Requirements Table** (form may be expanded or duplicated as needed)

**Bidder Name:**

**Relevant Projects:** note project requirements as applicable form may be used or deleted

|  |  |
|--|--|
| <b>Owner Name:</b> _____<br><b>Project Name:</b> _____<br><b>Project Address:</b> _____<br>_____<br><b>Owner Representative:</b> _____<br><b>Representative</b><br><b>Telephone:</b> _____<br><b>Representative E-Mail:</b> _____<br><b>Project Cost:</b> \$ _____<br><b>Project Size:</b> Sq. Ft. _____<br><b>Type of Government</b><br><b>Service Related Facility</b> _____ | <b>Summary of Project Scope:</b><br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____ |
|--|--|

|  |  |
|--|--|
| <b>Owner Name:</b> _____<br><b>Project Name:</b> _____<br><b>Project Address:</b> _____<br>_____<br><b>Owner Representative:</b> _____<br><b>Representative</b><br><b>Telephone:</b> _____<br><b>Representative E-Mail:</b> _____<br><b>Project Cost:</b> \$ _____<br><b>Project Size:</b> Sq. Ft. _____<br><b>Type of Government</b><br><b>Service Related Facility</b> _____ | <b>Summary of Project Scope:</b><br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____ |
|--|--|

|   |  |
|---|--|
| <b>Owner Name:</b> _____<br><b>Project Name:</b> _____<br><b>Project Address:</b> _____<br>_____<br><b>Owner Representative:</b> _____<br><b>Representative</b><br><b>Telephone:</b> _____<br><b>Representative E-Mail:</b> _____<br><b>Project Cost:</b> _____<br><b>Project Size:</b> Sq. Ft. _____<br><b>Type of Government</b><br><b>Service Related Facility</b> _____ | <b>Summary of Project Scope:</b><br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____<br>_____ |
|---|--|

1. PESTICIDE LICENSE

| <u>NAME</u> | <u>LICENSE NUMBER</u> |
|-------------|-----------------------|
| _____       | _____                 |
| _____       | _____                 |
| _____       | _____                 |
| _____       | _____                 |
| _____       | _____                 |
| _____       | _____                 |
| _____       | _____                 |

2. MAINTENANCE OF TRAFFIC CERTIFICATION

| <u>NAME</u> | <u>TYPE OF LICENSE</u> |
|-------------|------------------------|
| _____       | _____                  |
| _____       | _____                  |
| _____       | _____                  |
| _____       | _____                  |
| _____       | _____                  |
| _____       | _____                  |
| _____       | _____                  |

3. CERTIFICATE OF TRAINING BEST MANAGEMENT

| <u>NAME</u> | <u>CERTIFICATE NUMBER</u> |
|-------------|---------------------------|
| _____       | _____                     |
| _____       | _____                     |
| _____       | _____                     |
| _____       | _____                     |
| _____       | _____                     |
| _____       | _____                     |
| _____       | _____                     |

4. APPLICATORS LIMITED CERTIFICATION OF URBAN LANDSCAPE COMMERCIAL FERTILIZER

| <u>NAME</u> | <u>CERTIFICATE NUMBER</u> |
|-------------|---------------------------|
| _____       | _____                     |
| _____       | _____                     |
| _____       | _____                     |
| _____       | _____                     |
| _____       | _____                     |
| _____       | _____                     |
| _____       | _____                     |

#### 4. CERTIFICATE OF COMPETENCY

NAME

CERTIFICATE NUMBER

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Lee County Procurement Management

**REFERENCE SURVEY**

Solicitation # B170266KLC

**Landscape Three Roundabouts and Bonita Beach Median Enhancement for DOT**

|                 |                                  |   |               |
|-----------------|----------------------------------|---|---------------|
| Section 1       | Reference Respondent Information | <b>Please return completed form to:</b> |               |
| <b>FROM:</b>    | _____                            | <b>Bidder/Proposer:</b>                 |               |
| <b>COMPANY:</b> | _____                            | <b>Due Date:</b>                        |               |
| <b>PHONE #:</b> | _____                            | <b>Total # Pages: 1</b>                 |               |
| <b>FAX #:</b>   | _____                            | <b>Phone #:</b>                         | <b>Fax #:</b> |
| <b>EMAIL:</b>   | _____                            | <b>Bidder/Proposer E-Mail:</b>          |               |

|                         |   |               |  |
|-------------------------|---|---------------|--|
| 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:        | _____   |               |  |

**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.**

| 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.<br><span style="float: right;">Rate from 1 to 10. (10 being highest)</span> |                         |
| 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<br><i>Alleged Negligence<br/>or<br/>Breach of Contract</i> | Incident Date<br>And<br>Date Filed | Plaintiff<br><i>(Who took action<br/>against your company)</i> | Case Number | Court<br><i>County/State</i> | Project | Claim Reason<br><i>(initial circumstances)</i> | Final Outcome<br><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. Number of available employees for this contract \_\_\_\_\_

6. Does your company have a Drug Free Workplace Policy \_\_\_\_\_ Yes \_\_\_\_\_ No



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 |
|---------------------|--------------|--|------------------------|----------------------|-------------------------------|
|                     |              |  |                        |                      |                               |
|                     |              |  |                        |                      |                               |
|                     |              |  |                        |                      |                               |
|                     |              |  |                        |                      |                               |
|                     |              |  |                        |                      |                               |
|                     |              |  |                        |                      |                               |
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|                     |              |  |                        |                      |                               |
|                     |              |  |                        |                      |                               |
|                     |              |  |                        |                      |                               |
|                     |              |  |                        |                      |                               |
|                     |              |  |                        |                      |                               |
|                     |              |  |                        |                      |                               |

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*

\_\_\_\_\_ 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: \_\_\_\_\_

**Form#8: Trench Safety (Required for Construction Projects Only)**

**TRENCH SAFETY**

Contractor/Vendor acknowledges that included in the appropriate solicitation items of the solicitation and in the Total solicitation price are costs for complying with the Florida Trench Safety Act (90-96, Laws of Florida) effective October 1, 1990. The contractor/vendor further identifies the costs of such compliance to be summarized below:

| Trench Safety Measure (Description) | Units of Measure (LF, SF) | Unit (Quantity) | Unit Cost | Extended Cost |
|-------------------------------------|---------------------------|-----------------|-----------|---------------|
| .....                               |                           |                 |           |               |
| A. _____                            | _____                     | _____           | _____     | _____         |
| B. _____                            | _____                     | _____           | _____     | _____         |
| C. _____                            | _____                     | _____           | _____     | _____         |
| D. _____                            | _____                     | _____           | _____     | _____         |
| TOTAL \$ _____                      |                           |                 |           |               |

If applicable, the contractor/vendor certifies that all trench excavation done within his control in excess of five (5') feet in depth shall be in accordance with the Florida Department of Transportation's Special Provisions Article 125-1 and Sub-article 125-4.1 (TRENCH EXCAVATION SAFETY SYSTEM AND SHORING, SPECIAL-TRENCH EXCAVATION).

Failure to complete the above may result in the solicitation being declared non-responsive.

\_\_\_\_\_  
*(Signature)*

\_\_\_\_\_  
*(Company Name)*

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

The foregoing instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_ (*name and title of corporate officer*) of \_\_\_\_\_ (*name of corporation*), a \_\_\_\_\_ (*state or place of incorporation*) corporation, on behalf of the corporation. He/she is personally known to me or has produced \_\_\_\_\_ (*type of identification*) as identification.

\_\_\_\_\_  
*(signature line for notary public)*

\_\_\_\_\_  
*(name of notary typed, printed or stamped)*

\_\_\_\_\_  
*(title or rank)*

My commission expires:

\_\_\_\_\_ \_\_\_\_\_  
*(serial number, if any)*

BID BOND

Complete EITHER Lee County Paper Bid Bond OR provide cashier's check

KNOW ALL MEN BY THESE PRESENTS, that we

\_\_\_\_\_ as Principal, and  
(BIDDER'S Name)

\_\_\_\_\_ a Corporation licensed to do  
(Surety's Name)

business under the laws of the State of Florida as a Surety, are held and firmly bound unto LEE COUNTY BOARD OF COUNTY COMMISSIONERS, LEE COUNTY, FLORIDA, a Political Subdivision of the State of Florida,

in the SUM OF \_\_\_\_\_  
for the payment whereof, well and truly to be made, we bind ourselves, our heirs, successors, personal representatives and assigns, jointly and severally, firmly, by these presents.

SIGNED AND SEALED this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

WHEREAS, said Principal is herewith submitting a Bid/Proposal for the construction of:

NOW, THEREFORE, the condition of the above obligation is such that if said Principal shall be awarded the Contract upon said Bid/Proposal within the specified time and shall enter into a written Contract, satisfactory in form, provide an acceptable Public Payment & Performance Bond from a Surety acceptable to the COUNTY and provide other Insurance as may be required to the COUNTY within seven (7) calendar days after the written Notice of Award date, or within such extended period as the COUNTY may grant, then this obligation shall be null and void; otherwise said Principal and Surety shall pay to said COUNTY in money the difference between the amount of the Bid of said Principal and the amount for which said COUNTY may legally contract with another party to perform said work, if the latter amount be in excess of the former, together with any expenses and reasonable attorney's fees incurred by said COUNTY if suit be brought here on, but in no event shall said Surety's liability exceed the penal sum hereof plus such expenses and attorney's fees. For purposes of unsuccessful bid protests filed by the Principal herein, this obligation shall bind the Surety to pay costs and damages associated with the bid protest or delays to the project upon a finding from the Board of County Commissioners for Lee County that the bid protest was frivolous and/or lacked merit. The liability of the Surety shall not exceed the penal sum of the bid bond.

Witness as to Principal:

\_\_\_\_\_ (SEAL)  
(Principal)

(By)

\_\_\_\_\_  
Printed Name

Witness as to Surety:

\_\_\_\_\_ (SEAL)  
(Surety's Name)

\_\_\_\_\_  
(By-As Attorney-in-Fact, Surety)

Affix Corporate Seals and attach proper Power of Attorney for Surety.

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

|   |   |
|---|---|
| <b>SEALED BID DOCUMENTS • DO NOT OPEN</b>   |   |
| BID NO.:  | B170266KLC  |
| BID TITLE:  | <b>Landscape Three Roundabouts and Bonita Beach Median Enhancement</b>                        |
| DATE DUE:   | <b>Tuesday, June 6, 2017</b>  |
| TIME DUE:   | <b>Prior to: 2:30 PM</b>  |
| SUBMITTED BY:   | _____<br>(Name of Company)  |
| e-mail address  | Telephone   |
| <b>DELIVER TO:</b>  | Lee County Procurement Management<br>1500 Monroe 4 <sup>th</sup> Floor<br>Fort Myers FL 33901 |
| <i>Note: submissions received after the time and date above will not be accepted.</i> |   |



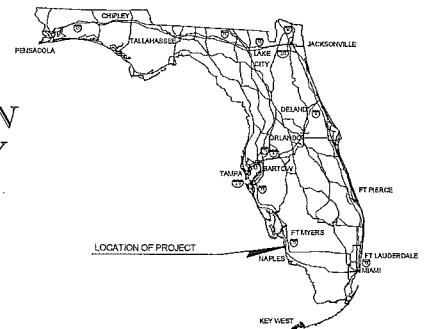
Lee County Procurement Management  
1500 Monroe Street, 4<sup>th</sup> Floor  
Fort Myers, FL 33901  
(239) 533-8881  
[www.leegov.com/procurement](http://www.leegov.com/procurement)

**PLEASE PRINT CLEARLY**

COMPONENTS OF CONTRACT PLANS SET  
LANDSCAPE PLANS

LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY DEPARTMENT OF TRANSPORTATION

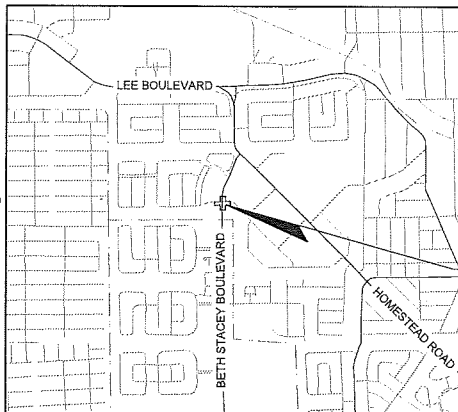
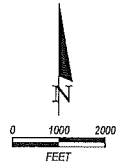
CONTRACT PLANS  
ROUNDBABOUT LANDSCAPE DESIGN  
BETH STACEY AND BUSINESS WAY



A DETAILED INDEX APPEARS ON THE  
KEY SHEET OF EACH COMPONENT

INDEX OF LANDSCAPE AND IRRIGATION PLANS

| SHEET NO. | COVER | SHEET DESCRIPTION           |
|-----------|-------|-----------------------------|
| LOT       | COVER | LANDSCAPE PLANTING PLAN     |
| LO2 - LO3 | COVER | LANDSCAPE DETAILS AND NOTES |



PROJECT LOCATION



PLANS PRODUCED FOR:

**JOHNSON ENGINEERING**

2122 JOHNSON STREET  
FORT MYERS, FLORIDA 33901  
EP 642 & LB 642

NOTE: THE SCALE OF THESE PLANS MAY  
HAVE CHANGED DUE TO REPRODUCTION



Digitally signed by Kenneth Scott  
Smith, RLA LA6667187  
DN: cn=Kenneth Scott Smith, RLA  
LA6667187, o=Johnson  
Engineering, Inc., ou=Landscape  
Architect,  
email=kssmith@johnsoneng.com,  
c=US  
Date: 2016.10.21 12:22:51 -0400

LANDSCAPE PLANS  
LANDSCAPE ARCHITECT OF RECORD: **KENNETH SCOTT SMITH, RLA**

RLA NO.: LA6667187

SHEET  
NO.

COVER

FINAL LANDSCAPE SET  
OCTOBER 2016

GOVERNING STANDARDS AND SPECIFICATIONS:  
FLORIDA DEPARTMENT OF TRANSPORTATION, MANUAL OF  
MATERIAL STANDARDS FOR DESIGN, CONSTRUCTION AND  
MAINTENANCE FOR STREETS AND HIGHWAYS, DATED MAY  
2007, LEESCPE MASTER PLANS, 3RD EDITION, JANUARY  
2016.

FORT MYERS OPERATIONS PERMITS SHALL BE CONTACTED  
24 HOURS PRIOR TO COMMENCING ANY WORK.

APPLICABLE DESIGN STANDARDS MODIFICATIONS: 7-140  
FOR DESIGN STANDARDS MODIFICATIONS CLICK ON:  
"DESIGN STANDARDS" AT THE FOLLOWING WEB SITE:  
HTTP://WWW.DOT.FL/STATE/FL/DESIGN/SDM

INQUIRY  
CONTRACTOR SHALL CALL  
SUNSHINE STATE ONE CALL OF FLORIDA, INC.  
AT LEAST 48 HOURS PRIOR TO DIGESTION  
CALL: 811 FOR UTILITY LOCATIONS

UTILITIES PROVIDING SERVICE:

WATER/SWAGE

FLORIDA GOVERNMENTAL UTILITY AUTHORITY  
1229 HOMESTEAD ROAD NORTH  
LEHIGH ACRES, FLORIDA 33928  
PHONE: (239) 368-9415  
FAX: (239) 368-1684

FIRE DISTRICT  
LEHIGH ACRES FIRE DEPARTMENT #168  
626 THOMAS SHERWIN AVENUE SOUTH  
LEHIGH ACRES, FLORIDA 33974  
PHONE: (239) 323-5300  
FAX: (239) 368-2425

SEWER

TECO PEOPLE GAS  
1901 INTERSTATE PARKWAY  
FORT MYERS, FLORIDA 33905  
(239) 259-7227

TRASH COLLECTION

WUDGESHOPE WASTE SOLUTIONS  
6244 6TH STREET WEST  
LEHIGH ACRES, FLORIDA 33971  
(239) 368-2300

CANAL DIVISION

CONCAST  
12841 CORPORATE LAKES DRIVE  
FORT MYERS, FLORIDA 33915  
(800) 266-2278

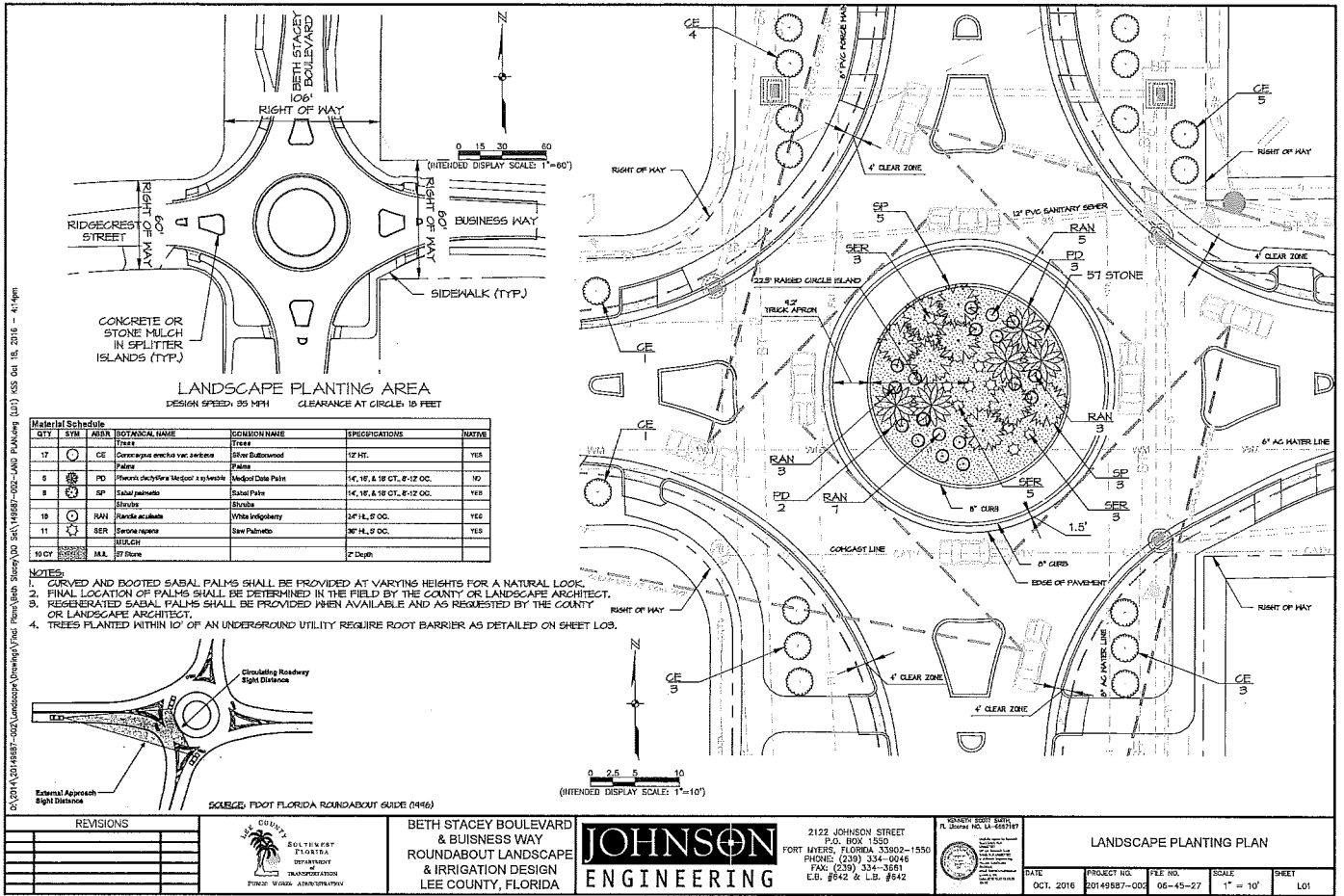
ELECTRIC

LEE COUNTY ELECTRIC COOPERATIVE  
4830 BANVILLE DRIVE  
FORT MYERS, FLORIDA 33917  
PHONE: (239) 456-2000  
FAX: (239) 956-4071

TELEPHONE

CONCAST  
12841 CORPORATE LAKES DRIVE  
FORT MYERS, FLORIDA 33915  
(800) 266-2278

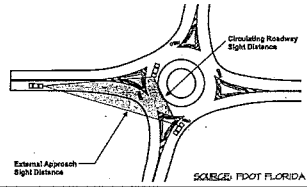
LCDOT PROJECT MANAGER: SARAH CLARKE



D:\2014\20145587-002\Landscaping\Drawings\Final\Plan\Beth Stacey\100-002-LAND PLANTING (L01).DWG 04/15/2016 4:18pm

| QTY   | SYM | ABBV | BOTANICAL NAME                                      | COMMON NAME  | SPECIFICATIONS                | NATIVE |
|-------|-----|------|---|--------------|-------------------------------|--------|
| 17    | ○   | CE   | <i>Cercasarpus erectus var. debilis</i>             | Tree         | 12' HT.                       | YES    |
| 5     | ○   | PD   | <i>Phoenix dactylopera Major</i> & <i>syriensis</i> | Palms        | 14', 18' & 18' CT. 6"-12' OC. | NO     |
| 8     | ○   | SP   | <i>Sabal palmetto</i>                               | Sabal Palm   | 14', 18' & 18' CT. 6"-12' OC. | YES    |
| 10    | ○   | RAN  | <i>Randia aculeata</i>                              | Shrub        | 3" H. 2' OC.                  | YES    |
| 11    | ○   | SER  | <i>Serenoa repens</i>                               | Saw Palmetto | 30" H. 2' OC.                 | YES    |
| 10 CY | ○   | MLL  | 2" Stone  | MULCH        | 2" Depth                      |        |

- NOTES:**
- CURVED AND ROOTED SABAL PALMS SHALL BE PROVIDED AT VARYING HEIGHTS FOR A NATURAL LOOK.
  - FINAL LOCATION OF PALMS SHALL BE DETERMINED IN THE FIELD BY THE COUNTY OR LANDSCAPE ARCHITECT.
  - REGENERATED SABAL PALMS SHALL BE PROVIDED WHEN AVAILABLE AND AS REQUESTED BY THE COUNTY OR LANDSCAPE ARCHITECT.
  - TREES PLANTED WITHIN 10' OF AN UNDERGROUND UTILITY REQUIRE ROOT BARRIER AS DETAILED ON SHEET L03.



SCSCEG, FDOT FLORIDA ROUNDABOUT GUIDE (0446)

| NO. | DATE | REVISIONS |
|-----|------|-----------|
|     |      |           |
|     |      |           |
|     |      |           |
|     |      |           |



**BETH STACEY BOULEVARD & BUSINESS WAY ROUNDABOUT LANDSCAPE & IRRIGATION DESIGN**  
LEE COUNTY, FLORIDA



2122 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE: (239) 334-0046  
FAX: (239) 334-3681  
C.B. #642 & L.B. #642



| LANDSCAPE PLANTING PLAN |              |          |          |       |
|-------------------------|--------------|----------|----------|-------|
| DATE                    | PROJECT NO.  | FILE NO. | SCALE    | SHEET |
| OCT. 2016               | 20149587-002 | 06-45-27 | 1" = 10' | L01   |



## SPECIFICATIONS

**PLANT MATERIALS:** ALL TREES, PALMS, SHRUBS, GROUNDCOVERS, LITTORALS, WATER PLANTS, SOD AND VINES SHALL CONFORM TO THOSE SPECIES AND SIZES INDICATED ON THE DRAWINGS. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS AS DETERMINED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. SPECIMEN MEANS A PLANT THAT IS TRAINED IN ITS DEVELOPMENT TO POSSESS UNQUESTIONABLE AND OUTSTANDINGLY SUPERIOR IN FORM, BRANCHING, COMPACTNESS AND SYMMETRY. TREES FOR PLANTING ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. SINGLE TRUNK TREES SHALL HAVE A STRAIGHT, CENTRAL LEADER. MULTI-TRUNK TREES ARE TO HAVE 3-5 EQUAL SIZED TRUNKS UNLESS OTHERWISE SPECIFIED. PLANTS WITH MARRED OR BURNED TRUNKS WILL NOT BE ACCEPTED. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY IN ACCORDANCE WITH INTERNATIONAL SOCIETY OF ARBORIST GUIDELINES TO INSURE PROPER HEALTH AND VIGOROUS GROWTH. ALL MATERIALS SHALL BE SUBJECT TO JOHNSON ENGINEERING INC.'S APPROVAL.

**BALLED & BURLAPPED:** ALL BALLED & BURLAPPED STOCK SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL-BRANCHED, FREE FROM DISEASE AND INSECTS, SECURE IN THE ROOTBALL, AND POSSESS ADEQUATE ROOT SYSTEMS. ALL BURLAP SHALL BE REMOVED FROM THE TOP ONE-THIRD OF THE BALL TO PREVENT WICKING. ANY BURLAP THAT IS NOT BIODEGRADABLE SHALL BE CAREFULLY REMOVED TO PROTECT DAMAGE TO FEEDER ROOTS. GROW BAGS SHALL BE REMOVED IN THEIR ENTIRETY. ALL BALLED & BURLAPPED STOCK THAT IS NOT IMMEDIATELY PLANTED, SHALL BE HEALED IN AND THOROUGHLY WATERED UNTIL PLANTING. LIFTING, MOVING, OR ADJUSTING THE PLANT MATERIAL BY THE TRUNK IS PROHIBITED.

**CONTAINER GROWN STOCK:** ALL CONTAINER GROWN STOCK SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED (NOT ROOT BOUND), AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION. ALL CONTAINER GROWN STOCK THAT IS NOT IMMEDIATELY PLANTED, SHALL BE STORED IN A MANNER TO SHADE THE CONTAINERS FROM DIRECT SUNLIGHT TO MINIMIZE ROOT DAMAGE. ALL CONTAINER STOCK SHALL BE THOROUGHLY WATERED PRIOR TO PLANTING AND DURING STORAGE UNTIL PLANTING. LIFTING AND MOVING OF THE PLANT MATERIAL SHALL BE BY THE CONTAINER ONLY.

**MEASUREMENTS:** TREES HEIGHTS SHALL BE MEASURED FROM GROUND TO THE AVERAGE BRANCH HEIGHT OF CANOPY. SPREAD SHALL BE MEASURED TO THE END OF BRANCHES EQUALLY AROUND THE CROWN FROM THE CENTER OF THE TRUNK. MEASUREMENTS SHALL NOT INCLUDE ANY TERMINAL GROWTH. SHRUBS HEIGHT SHALL BE MEASURED FROM THE GROUND TO THE AVERAGE POINT WHERE MATURE PLANT GROWTH STOPS. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE SHRUB MASS. MEASUREMENT SHALL NOT INCLUDE ANY TERMINAL GROWTH. PALMS SHALL BE MEASURED BY THREE HEIGHT CLASSIFICATIONS. OVERALL HEIGHT, CLEAR WOOD, AND GRAY WOOD. OVERALL HEIGHT SHALL BE MEASURED FROM THE GROUND TO THE AVERAGE FROST HEIGHT AT TIME OF INSTALLATION. CLEAR WOOD SHALL BE MEASURED FROM THE GROUND AT TIME OF INSTALLATION TO THE BOTTOM OF THE FROST SHEATH. GRAY WOOD SHALL BE MEASURED FROM THE GROUND AT TIME OF INSTALLATION TO THE TOP OF HARDENED WOOD.

**PLANTING SOIL AND BACKFILL:** PLANTING SOIL FOR USE IN PREPARING BACKFILL FOR PLANT PITS SHALL BE A FERTILE, FRIABLE, NATIVE SOIL WITHOUT MIXTURE OF SUBSOIL MATERIALS. IT SHALL BE FREE FROM HEAVY CLAY, STONES, LIME, LIMPS, PLANTS, ROOTS OR OTHER FOREIGN MATERIALS, NOXIOUS GRASSES OR WEEDS. IT SHALL NOT CONTAIN TOXIC SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH. MIXED BEDS WITH 1% MINIMUM OF ORGANICS TO ACHIEVE OPTIMAL PH LEVELS AND SOIL ABSORPTION. ROTOTILL TO A DEPTH OF 6" AND INCORPORATE A COMPLETE, SLOW RELEASE FERTILIZER AT A 3-1-2 RATIO. THE RESULTS OF POST SOIL MODIFICATION TESTING, BASED ON LIKE PLANTING CONDITIONS AND AREA PROXIMITY, SHALL BE SUBMITTED TO JOHNSON ENGINEERING INC. FOR APPROVAL PRIOR TO PLANTING.

**COMMERCIAL FERTILIZER:** FERTILIZERS SHALL BE UNIFORM IN COMPOSITION, DRY, AND FREE FLOWING AND DELIVERED TO THE SITE IN ORIGINAL UNOPENED BAGS BEARING ALL THE MANUFACTURER'S LABELS. ALL FERTILIZER IS TO BE SLOW RELEASE AND COMPLETE WITH NECESSARY MICRONUTRIENTS. AFTER INSTALLATION, FERTILIZER SHALL BE CLEANED FROM ALL HARDSCAPE SURFACES AND WATERED IN THOROUGHLY PER MANUFACTURER'S SPECIFICATIONS. TREES AND SHRUBS MIXTURE SHALL CONSIST OF A SLOW RELEASE THE FORMULATION OF 3 PARTS NITROGEN TO 1 PART PHOSPHOROUS TO 2 PARTS POTASSIUM (3-1-2 RATIO). ALL TREES AND SHRUBS SHALL BE FERTILIZED BI-MONTHLY DURING THE GROWING SEASON AT A RATE OF 4-6 LBS. OF A PER 100 SQ. FT. OF BEDS) TREE CANOPY (3 FORM BASE TO DRUMLINE) OR PER MANUFACTURER'S RECOMMENDATION. SOD FERTILIZER SHALL BE TURF SPECIFIC FOR ESTABLISHING NEW LAWNS AND APPLIED PER MANUFACTURER'S RECOMMENDATION. UPON ESTABLISHMENT, THE TURF SHALL BE FERTILIZED AT A RATE OF 1 LB. OF ACTUAL NITROGEN PER 1000 FT. SQ. OR PER MANUFACTURER'S RECOMMENDATION. (NOTE: BAHIA TURF SHALL RECEIVE FERTILIZATION AT A HALF RATE OF THE ABOVE TURF RECOMMENDATIONS) APPLY A 1/2 LBS. OF A PALM SPECIFIC (1 PART NITROGEN TO 1 PART POTASSIUM WITH 0.3 PARTS MAGNESIUM) FERTILIZER QUARTERLY FOR ALL ESTABLISHED PALMS PER 2' OF HEIGHT OR PER MANUFACTURER'S RECOMMENDATION. FERTILIZERS WITH A LOW LEACHING POTENTIAL (SLOW RELEASE) MUST BE USED, MUST NOT BE APPLIED AFTER ACTIVE GROWTH OF THE TURF/GRASS HAS CEASED, AND MUST BE KEPT OUT OF THE LOWEST REASONABLE LEVELS.

**MULCH:** MULCH MATERIAL SHALL BE GRADE A, NATURAL COLOR, SHREDDED MULCH OR STONE MULCH, FREE FROM WEED SEEDS, AND APPLIED TO A MINIMUM 2" DEPTH. CYPRESS MULCH IS NOT ACCEPTABLE.

**SOD:** ALL SOD SHALL MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETY TYPE, AND FREE FROM WEEDS, INSECTS, AND DISEASES OF ANY KIND. JOINTS SHALL BE STAGGERED AND BUTT TIGHT TO MINIMIZE AIR GAPS. THE GRADE SHALL BE SMOOTH, FREE OF DEBRIS, POSITELY DRAINED, AND MOIST TO SOD INSTALLATION. THE SOD SHALL BE ROLLED IN TWO DIRECTIONS PERPENDICULAR FROM ONE ANOTHER AFTER INSTALLATION TO ENSURE PROPER GROUND CONTACT. IN AREAS WHERE A ROLLER CANNOT BE USED, HAND TAMPING SHALL BE REQUIRED. SOD SHALL BE INSTALLED AND WATERED WITHIN 24 HOURS AFTER HARVESTING.

**SUBSTITUTIONS:** NO SUBSTITUTION OF ANY MATERIALS VARIETIES, GRADES, OR SIZES SHALL BE ALLOWED WITHOUT WRITTEN AUTHORIZATION FROM JOHNSON ENGINEERING, INC. ANY (ALL UNAUTHORIZED) SUBSTITUTIONS MAY REQUIRE REPAIRING / REPLACING AT THE CONTRACTORS EXPENSE AT JOHNSON ENGINEERING, INC.'S DISCRETION.

**WARRANTY:** THE CONTRACTOR SHALL WARRANT ALL WORKMANSHIP FOR THE PERIOD OF ONE YEAR AFTER FINAL ACCEPTANCE FROM THE OWNER AND JOHNSON ENGINEERING, INC. ANY DEAD, UNHEALTHY, NON-COFORMING PLANT MATERIAL SHALL BE REPLACED AT THE CONTRACTORS EXPENSE WITHIN 7 DAYS OF NOTICE FROM THE OWNER OR JOHNSON ENGINEERING, INC. THE CONTRACTOR SHALL NOT BE LIABLE FOR "ACTS OF GOD" AND VANDALISM, NEGLIGENCE AND THEFT BY OTHERS.

**QUALITY ASSURANCE:** THE CONTRACTOR SHALL PROVIDE SUBSTANTIAL PROOF TO JOHNSON ENGINEERING, INC. THAT HE / SHE HAS A MINIMUM OF 5 YEARS EXPERIENCE IN THE FIELD OF LANDSCAPE CONTRACTING WITH PROJECTS OF SIMILAR SCOPE. THE CONTRACTOR MUST SUPPLY AT ALL TIMES ON SITE WHEN WORK IS BEING PERFORMED A QUALIFIED SUPERVISOR WITH A MINIMUM OF 18 MONTHS FIELD EXPERIENCE. ALL LANDSCAPE CERTIFICATIONS CAN SUBSTITUTE IN LIEU OF THE EXPERIENCE REQUIREMENT AT JOHNSON ENGINEERING, INC.'S DISCRETION.

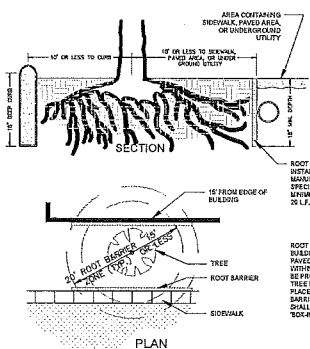
## LANDSCAPE CONSTRUCTION NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND SERVICES BOTH UNDERGROUND AND OVERHEAD PRIOR TO THE COMMENCEMENT OF WORK. PROTECTION OF ALL UTILITIES AND SERVICES THROUGHOUT THE COURSE OF WORK IS EXPECTED.
- ALL LANDSCAPE AREAS (EXCEPT FOR PLANTING BEDS) SHALL BE SODDED UNLESS OTHERWISE INDICATED ON THE DRAWINGS. CONTRACTOR SHALL GET APPROVAL OF FINE GRADING FROM LANDSCAPE ARCHITECT PRIOR TO THE INSTALLATION OF TURF. GRADING FOR LANDSCAPE BERMING SHOWN ON PLANS AND DETAILS IS APPROXIMATE ONLY. CONTRACTOR SHALL CONFER WITH LANDSCAPE ARCHITECT PRIOR TO COMMENCING THIS WORK TO CONFIRM ACTUAL SHAPES AND ELEVATIONS OF THE LANDSCAPE BERMING. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FINISH GRADE ALL LANDSCAPE AREAS ELIMINATING ALL BUMPS, DEPRESSIONS, ROCKS, STICK, OR OTHER DEBRIS PRIOR TO THE INSTALLATION OF PLANT MATERIAL. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING POSITIVE SHEET FLOW DRAINAGE AWAY FROM ALL STRUCTURES AND TO ALL DRAINAGE WAYS SHOWN OR IMPLIED ON THE DRAWINGS.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO RELOCATE/REPOSITION ANY PLANTS AS SITE CONDITIONS MAY DICTATE DURING CONSTRUCTION.
- THE CONTRACTOR SHALL COORDINATE ALL WORK WITH ALL TRADES SO AS TO AVOID ANY CONFLICT WITH THE EXECUTION OF WORK BY OTHERS. OWNER SHALL NOT BE RESPONSIBLE FOR THE DAMAGE TO PLANT MATERIALS CAUSED BY OTHER TRADES OR SUBCONTRACTORS. THE CONDITION OF PLANT MATERIAL SHALL BE IN ACCORDANCE TO THE LANDSCAPE ARCHITECT.
- INSTALLATION OF INTERLOCKING PAVERS SHALL HAVE A BASE USING ROAD-BASE CRUSHED STONE OR ASTM D2940, COMPACTED TO 95% DENSITY FOR PEDESTRIAN & LIGHT VEHICULAR TRAFFIC, 88% FOR HEAVY VEHICULAR TRAFFIC. PROVIDE PITCH FOR DRAINAGE. ONE INCH PER TEN FEET OF PAVING SURFACE. TO BE DONE DURING SUB-GRADE PREPARATION. BEDDING SAND SHOULD BE 1" TO 1 1/2" THICK, USING CONCRETE SAND (ASTM C33). WHEN COMPACTING PAVERS A RUBBER PAD SHOULD BE AT EACH TO THE PLATE BOTTOM OF THE MECHANICAL VIBRATING MACHINE. FOR BEST PAVEMENT COMPACTATION USE A ROLLER COMPACTOR. FOR PRECISE CUTS, USE A DIAMOND BLADE SAW. A SOFT-BOND, MATRIX-BLADE IS RECOMMENDED.
- ALL LANDSCAPE AREAS SHALL BE PROTECTED FROM VEHICULAR ENCROACHMENT BY WHEELSTOPS AND/OR CURBING WHERE IMMEDIATELY ADJACENT TO PAVEMENT.
- THE CONTRACTOR SHALL VERIFY ALL QUANTITIES ON THE DRAWINGS PRIOR TO BIDDING. ALL QUANTITIES ON THE DRAWINGS ARE PROVIDED FOR CONVENIENCE ONLY.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL APPLICABLE PERMITS.

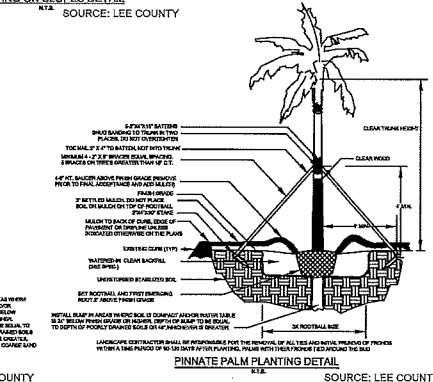
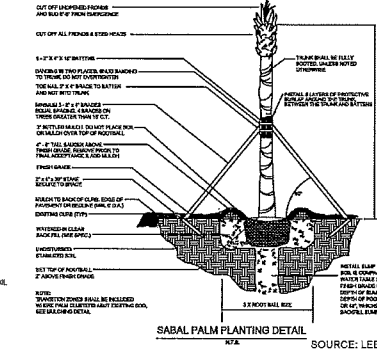
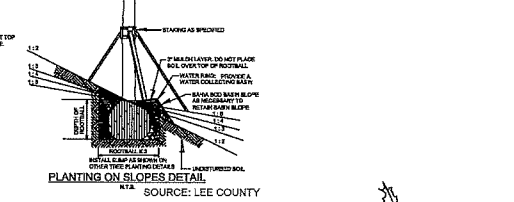
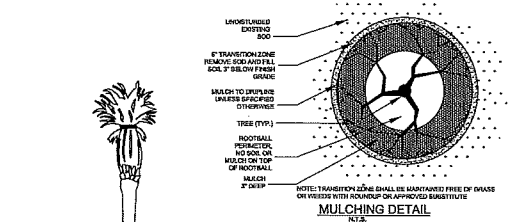
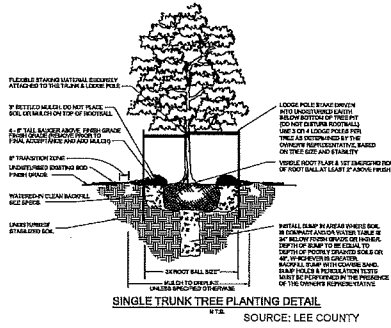
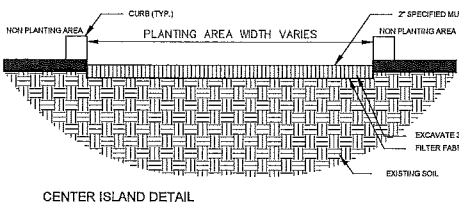
10/27/16 (20149657-002) Landscape Drawings Final Plans Beth Stacy 10/27/16 10:58:00 AM - LAND DETAILS.dwg (L02) ISS Oct 18, 2016 - 4:13pm

| REVISIONS |             |  | BETH STACEY BOULEVARD<br>& BUSINESS WAY<br>ROUNDABOUT LANDSCAPE<br>& IRRIGATION DESIGN<br>LEE COUNTY, FLORIDA |  | 2122 JOHNSON STREET<br>P.O. BOX 1050<br>FORT MYERS, FLORIDA 33902-1550<br>PHONE: (239) 334-3046<br>FAX: (239) 334-3561<br>E.B. #642 & L.B. #642 |  | LANDSCAPE DETAILS AND NOTES |       |       |  |  |
|-----------|-------------|---|---|---|---|---|-----------------------------|-------|-------|--|--|
| DATE      | PROJECT NO. |   |   |   |   |   | FILE NO.                    | SCALE | SHEET |  |  |
|           | OCT. 2016   | 20149657-002  | 05-45-27  | As Shown  | L02   |   |                             |       |       |  |  |

| ESTABLISHMENT WATERING SCHEDULE |                  |
|---------------------------------|------------------|
| WEEK 1                          | DAILY            |
| WEEK 2 - WEEK 4                 | 3 TIMES PER WEEK |
| WEEK 5 - WEEK 12                | 2 TIMES PER WEEK |
| WEEK 13 - WEEK 24               | 1 TIME PER WEEK  |



**TYPICAL ROOT BARRIER DETAIL**  
N.T.S.



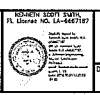
| REVISIONS |
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|           |
|           |



BETH STACEY BOULEVARD & BUSINESS WAY  
ROUNDBOUT LANDSCAPE & IRRIGATION DESIGN  
LEE COUNTY, FLORIDA

**JOHNSON ENGINEERING**

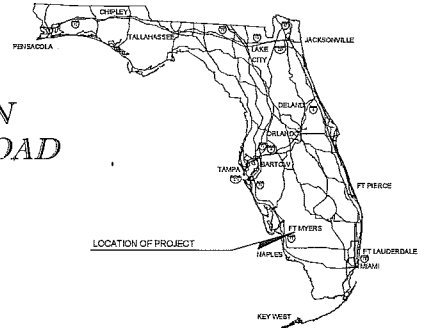
2122 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33802-1550  
PHONE: (239) 334-0646  
FAX: (239) 334-3581  
E.B. #642 & L.G. #642



| LANDSCAPE DETAILS |              |          |          |       |
|-------------------|--------------|----------|----------|-------|
| DATE              | PROJECT NO.  | REV. NO. | SCALE    | SHEET |
| OCT. 2016         | 20149657-002 | 06-45-27 | As Shown | LO3   |

COMPONENTS OF CONTRACT PLANS SET  
LANDSCAPE PLANS

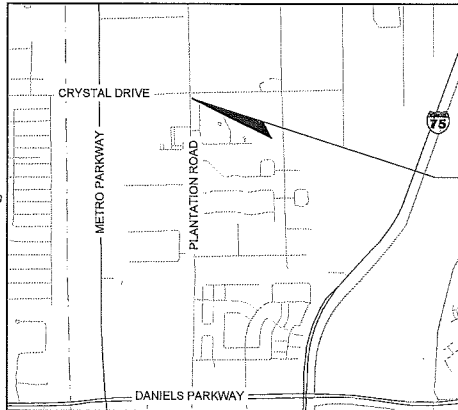
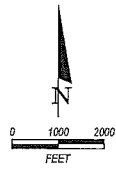
LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY DEPARTMENT OF TRANSPORTATION  
CONTRACT PLANS  
ROUNDABOUT LANDSCAPE DESIGN  
CRYSTAL DRIVE AND PLANTATION ROAD



A DETAILED INDEX APPEARS ON THE  
KEY SHEET OF EACH COMPONENT

INDEX OF LANDSCAPE AND IRRIGATION PLANS

| SHEET NO. | SHEET DESCRIPTION           |
|-----------|-----------------------------|
| COVER     | COVER                       |
| L01       | LANDSCAPE PLANTING PLAN     |
| L02 - L03 | LANDSCAPE DETAILS AND NOTES |



PROJECT LOCATION



PLANS PREPARED BY:  
**JOHNSON ENGINEERING**  
2122 JOHNSON STREET  
FORT MYERS, FLORIDA 33901  
EB 642 & LB 642

NOTE: THE SCALE OF THESE PLANS MAY  
HAVE CHANGED DUE TO REPRODUCTION



Digitally signed by Kenneth Scott  
Smith, RLA LA6667187  
DN: cn=Kenneth Scott Smith, RLA  
LA6667187, o=Johnson Engineering,  
Inc., ou=Landscape Architects,  
email=kssmith@johnsoneng.com,  
c=US  
Date: 2016.10.21 12:26:29 -0400

LANDSCAPE PLANS  
LANDSCAPE ARCHITECT OF RECORD: KENNETH SCOTT SMITH, RLA

RLA NO.: LA6667187

**FINAL LANDSCAPE SET  
OCTOBER 2016**

GOVERNING STANDARDS AND SPECIFICATIONS:  
FLORIDA DEPARTMENT OF TRANSPORTATION, MANUAL OF  
MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND  
MAINTENANCE FOR STREETS AND HIGHWAYS (AS REVISED MAY  
2007), LEISCAPE MASTER PLANS, 3RD EDITION, JANUARY  
2016.  
FORT MYERS OPERATIONS PERMITS SHALL BE CONTACTED  
24 HOURS PRIOR TO COMMENCING ANY WORK.  
APPLICABLE DESIGN STANDARDS MODIFICATIONS: 7-1-05  
FOR DESIGN STANDARDS MODIFICATIONS CLICK ON  
"DESIGN STANDARDS" AT THE FOLLOWING WEB SITE:  
HTTP://WWW.DOT.FL.STATE.FL.GOV/DOCS/MSW

NOTE  
CONTRACTOR SHALL CALL  
GRADING STATE ONE CALL OF FLORIDA, INC.  
AT LEAST 48 HOURS PRIOR TO EXCAVATION  
CALLS FOR THE COUNTY LOCALS.

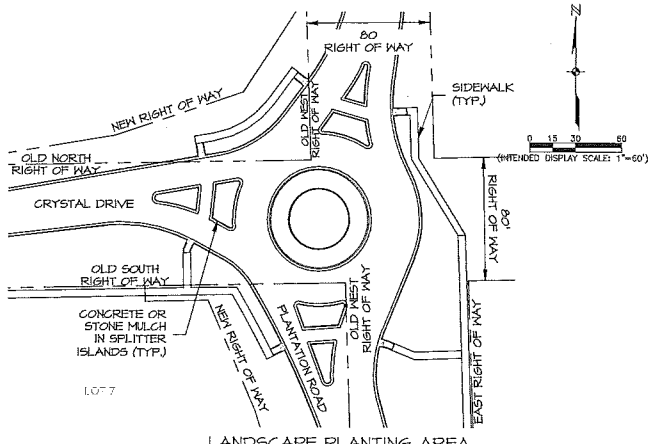
UTILITIES PROVIDING SERVICE:

|  |   |   |
|--|---|---|
| <b>WATER/SANITARY</b><br>LEE COUNTY UTILITIES<br>1000 MONROE STREET<br>FORT MYERS, FLORIDA 33901<br>PHONE: (239) 533-8181        | <b>WASTE/STORM</b><br>13110 ROCKWELLBRACKER PAVY<br>FORT MYERS, FLORIDA 33912<br>(239) 377-0000         | <b>ELECTRIC</b><br>FLORIDA POWER & LIGHT<br>1834 VINKLER ROAD<br>FORT MYERS, FLORIDA 33908<br>PHONE: (239) 415-1528 |
| <b>FIRE DEPARTMENT</b><br>SCOTT WALKER FIRE DISTRICT<br>2112 CRYSTAL DRIVE<br>FORT MYERS, FLORIDA 33901<br>PHONE: (239) 433-0700 | <b>CABLE TELEVISION</b><br>CABLE NEWS<br>1620 LEE STREET<br>FORT MYERS, FLORIDA 33901<br>(239) 336-3030 | <b>TELEPHONE</b><br>CENTURY LINK<br>1320 LEE STREET<br>FORT MYERS, FLORIDA 33901<br>(239) 336-1000                  |
| <b>GAS</b><br>TECO PEOPLES GAS<br>300 185 SERVICE PARKWAY<br>FORT MYERS, FLORIDA 33905<br>(239) 253-7217                         |   |   |

LCDOT PROJECT MANAGER: SARAH CLARKE

SHEET  
NO.  
COVER

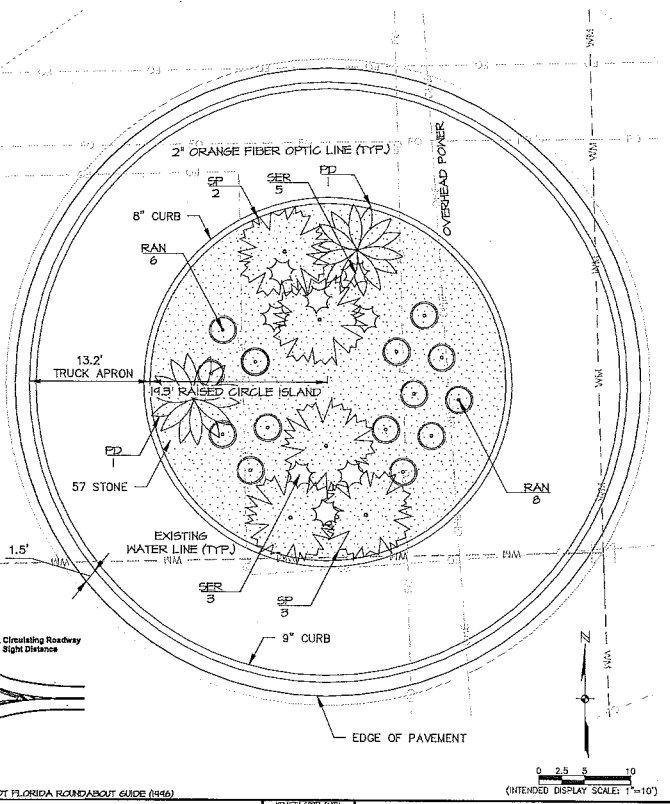
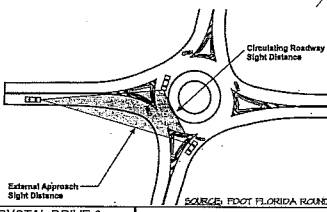
I:\2014\20140807-002\Landscape\Drawings\Title Plans\Crystal Dr. & Plantation Rd. Final.dwg (0) KSS Oct 16, 2016 - 4:39pm



**LANDSCAPE PLANTING AREA**  
 DESIGN SPEED: 45 MPH CLEARANCE AT CIRCLE: 16 FEET

| QTY  | SYM | ASBR | BOTANICAL NAME                                  | COMMON NAME        | SPECIFICATIONS               | NATIVE |
|------|-----|------|---|--------------------|------------------------------|--------|
| 2    |     | FD   | <i>Phoenix dactylopera</i> 'Mecop' x <i>sp.</i> | Palms              | 14', 10' & 18' CT., 8-12 OC. | NO     |
| 5    |     | SP   | <i>Sabal palmetto</i>                           | Sabal Palm         | 14', 16' & 18' CT., 8-12 OC. | YES    |
|      |     |      | <i>Shrub</i>                                    | Shrub              |                              |        |
| 14   |     | RAN  | <i>Randia aculeata</i>                          | White Indigo berry | 24" H., 5' OC.               | YES    |
| 8    |     | SER  | <i>Sesuvia repens</i>                           | Saw Palmetto       | 30" H., 8' OC.               | YES    |
| 8 CY |     | MUL  | 57 Stone  |                    | 2" Depth                     |        |

- NOTES:**
- CURVED AND BOOTED SABAL PALMS SHALL BE PROVIDED AT VARYING HEIGHTS FOR A NATURAL LOOK.
  - FINAL LOCATION OF PALMS SHALL BE DETERMINED IN THE FIELD BY THE COUNTY OR LANDSCAPE ARCHITECT.
  - REGENERATED SABAL PALMS SHALL BE PROVIDED WHEN AVAILABLE AND AS REQUESTED BY THE COUNTY OR LANDSCAPE ARCHITECT.
  - TREES PLANTED WITHIN 10' OF AN UNDERGROUND UTILITY REQUIRE ROOT BARRIER AS DETAILED ON SHEET L03.



| NO. | DATE | REVISIONS |
|-----|------|-----------|
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|     |      |           |
|     |      |           |
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CRYSTAL DRIVE &  
 PLANTATION ROAD  
 ROUNDABOUT LANDSCAPE  
 & IRRIGATION DESIGN  
 LEE COUNTY, FLORIDA

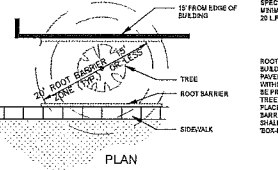
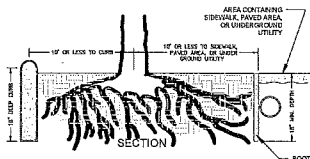


2122 JOHNSON STREET  
 P.O. BOX 1500  
 FORT MYERS, FLORIDA 33902-1500  
 PHONE: (239) 334-8946  
 FAX: (239) 334-3881  
 E.O. #642 & L.B. #642

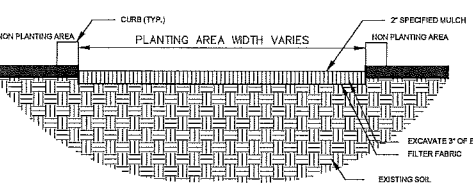


| LANDSCAPE PLANTING PLAN |              |          |          |       |
|-------------------------|--------------|----------|----------|-------|
| DATE                    | PROJECT NO.  | FILE NO. | SCALE    | SHEET |
| OCT. 2016               | 20146887-002 | 18-45-25 | As Shown | L01   |

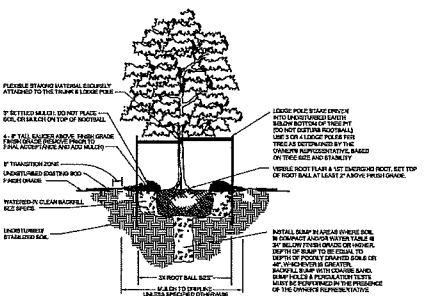
| ESTABLISHMENT WATERING SCHEDULE |                  |
|---------------------------------|------------------|
| WEEK 1                          | DAILY            |
| WEEK 2 - WEEK 4                 | 3 TIMES PER WEEK |
| WEEK 5 - WEEK 12                | 2 TIMES PER WEEK |
| WEEK 13 - WEEK 24               | 1 TIME PER WEEK  |



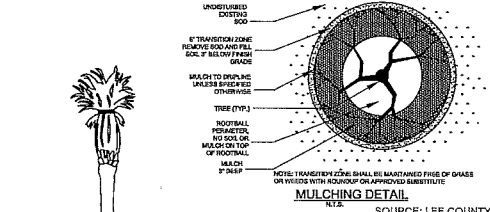
**TYPICAL ROOT BARRIER DETAIL**  
N.T.S.



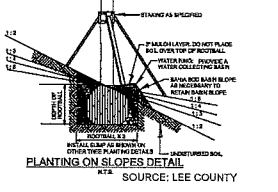
**CENTER ISLAND DETAIL**  
N.T.S.



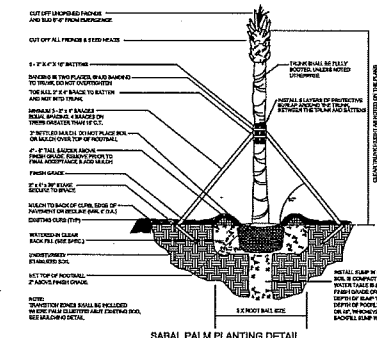
**SINGLE TRUNK TREE PLANTING DETAIL**  
N.T.S. SOURCE: LEE COUNTY



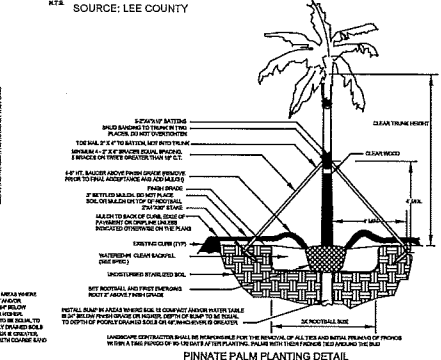
**MULCHING DETAIL**  
N.T.S. SOURCE: LEE COUNTY



**PLANTING ON SLOPES DETAIL**  
N.T.S. SOURCE: LEE COUNTY



**SABAL PALM PLANTING DETAIL**  
N.T.S. SOURCE: LEE COUNTY



**PINNATE PALM PLANTING DETAIL**  
N.T.S. SOURCE: LEE COUNTY

| REVISIONS |
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CRYSTAL DRIVE & PLANTATION ROAD ROUNDABOUT LANDSCAPE & IRRIGATION DESIGN LEE COUNTY, FLORIDA



2122 JOHNSON STREET  
P.O. BOX 1500  
FORT MYERS, FLORIDA 33902-1500  
PHONE: (239) 334-0046  
FAX: (239) 334-3881  
E.B. 8942 & L.B. 8942



| LANDSCAPE DETAILS AND NOTES |              |          |          |       |
|-----------------------------|--------------|----------|----------|-------|
| DATE                        | PROJECT NO.  | FILE NO. | SCALE    | SHEET |
| OCT. 2016                   | 20149687-002 | 19-45-25 | As Shown | L03   |

C:\DATA\20149687-002\Landscaping\Drawings\Plant\Plant\Crystal Dr. & Plantation Rd. SCA1\19887-002-LAND DETAIL.dwg (L03) R05 Oct 16, 2016 - 4:21pm  
 NOTES TO THE PLANS: 1. SEE PLAN FOR ALL NOTES.  
 2. ALL NOTES ARE TO BE READ IN CONJUNCTION WITH THE SPECIFICATIONS AND THE GENERAL NOTES TO THE PLANS.  
 3. ALL NOTES ARE TO BE READ IN CONJUNCTION WITH THE SPECIFICATIONS AND THE GENERAL NOTES TO THE PLANS.  
 4. ALL NOTES ARE TO BE READ IN CONJUNCTION WITH THE SPECIFICATIONS AND THE GENERAL NOTES TO THE PLANS.  
 5. ALL NOTES ARE TO BE READ IN CONJUNCTION WITH THE SPECIFICATIONS AND THE GENERAL NOTES TO THE PLANS.

## SPECIFICATIONS

**PLANT MATERIALS:** ALL TREES, PALMS, SHRUBS, GROUNDCOVERS, LITTORALS, WATER PLANTS, SOD AND VINES SHALL CONFORM TO THOSE SPECIES AND SIZES INDICATED ON THE DRAWINGS. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS AS DETERMINED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GRADE NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. SPECIMEN MEANS A PLANT THAT IS TRAINED IN ITS DEVELOPMENT TO POSSESS UNQUESTIONABLE AND OUTSTANDINGLY SUPERIOR IN FORM, BRANCHING, COMPACTNESS AND SYMMETRY. TREES FOR PLANTING ROWS SHALL BE UNIFORM IN SIZE AND SHAPE. SINGLE TRUNK TREES SHALL HAVE A STRAIGHT, CENTRAL LEADER. MULTI-TRUNK TREES ARE TO HAVE 3-5 EQUAL SIZED TRUNKS UNLESS OTHERWISE SPECIFIED. PLANTS WITH MARRED OR BURNED TRUNKS WILL NOT BE ACCEPTED. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY IN ACCORDANCE WITH INTERNATIONAL SOCIETY OF ARBORIST GUIDELINES TO INSURE PROPER HEALTH AND VIGOROUS GROWTH. ALL MATERIALS SHALL BE SUBJECT TO JOHNSON ENGINEERING INC.'S APPROVAL.

**BALLED & BURLAPPED:** ALL BALLED & BURLAPPED STOCK SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL-BRANCHED, FREE FROM DISEASE AND INSECTS, SECURE IN THE ROOT BALL, AND POSSESS ADEQUATE ROOT SYSTEMS. ALL BURLAP SHALL BE REMOVED FROM THE TOP ONE-THIRD OF THE BALL TO PREVENT WORKING. ANY BURLAP THAT IS NOT BIODEGRADABLE SHALL BE CAREFULLY REMOVED TO PROTECT DAMAGE TO FEEDER ROOTS. GROW BASS SHALL BE REMOVED IN THEIR ENTIRETY. ALL BALLED & BURLAPPED STOCK THAT IS NOT IMMEDIATELY PLANTED, SHALL BE HEADED IN AND THOROUGHLY WATERED UNTIL PLANTING. LIFTING, MOVING, OR ADJUSTING THE PLANT MATERIAL BY THE TRUNK IS PROHIBITED.

**CONTAINER GROWN STOCKS:** ALL CONTAINER GROWN STOCK SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED (NOT ROOT BOUND), AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION. ALL CONTAINER GROWN STOCK THAT IS NOT IMMEDIATELY PLANTED, SHALL BE STORED IN A MANNER TO SHADE THE CONTAINERS FROM DIRECT SUNLIGHT TO MINIMIZE ROOT DAMAGE. ALL CONTAINER STOCK SHALL BE THOROUGHLY WATERED PRIOR TO PLANTING AND DURING STORAGE UNTIL PLANTING. LIFTING AND MOVING OF THE PLANT MATERIAL SHALL BE BY THE CONTAINER ONLY.

**MEASUREMENTS:** TREES HEIGHTS SHALL BE MEASURED FROM GROUND TO THE AVERAGE BRANCH HEIGHT OF CANOPY. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE CROWN FROM THE CENTER OF THE TRUNK. MEASUREMENTS SHALL NOT INCLUDE ANY TERMINAL GROWTH. SHRUBS HEIGHT SHALL BE MEASURED FROM THE GROUND TO THE AVERAGE POINT WHERE MATURE PLANT GROWTH OCCURS. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE SHRUB MASS. MEASUREMENT SHALL NOT INCLUDE ANY TERMINAL GROWTH. PALMS SHALL BE MEASURED BY THREE HEIGHT CLASSIFICATIONS: OVERALL HEIGHT, CLEAR WOOD, AND GROW WOOD. OVERALL HEIGHT SHALL BE MEASURED FROM THE GROUND TO THE AVERAGE FROND HEIGHT AT TIME OF INSTALLATION. CLEAR WOOD SHALL BE MEASURED FROM THE GROUND AT TIME OF INSTALLATION TO THE BOTTOM OF THE FROND SHEATH. GRAY WOOD SHALL BE MEASURED FROM THE GROUND AT TIME OF INSTALLATION TO THE TOP OF HARDENED WOOD.

**PLANTING SOIL AND BACKFILL:** PLANTING SOIL FOR USE IN PREPARING BACKFILL FOR PLANT PITS SHALL BE A FERTILE, FRIABLE, NATIVE SOIL WITHOUT MIXTURE OF SUBSOIL MATERIALS. IT SHALL BE FREE FROM HEAVY CLAY, STONES, LIME, LUMPS, PLANTS, ROOTS OR OTHER FOREIGN MATERIALS, NOXIOUS GRASSES OR WEEDS. IT SHALL NOT CONTAIN TOXIC SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH. AMEND BEDS WITH 1" MINIMUM OF ORGANICS TO ACHIEVE OPTIMAL PH LEVELS AND SOIL AERATION. ROTOTILL TO A DEPTH OF 6" AND INCORPORATE A COMPLETE SLOW RELEASE FERTILIZER AT A 3-1-2 RATIO. THE RESULTS OF POST SOIL MODIFICATION TESTING, BASED ON LIKE PLANTING CONDITIONS AND AREA PROXIMITY, SHALL BE SUBMITTED TO JOHNSON ENGINEERING INC FOR APPROVAL PRIOR TO PLANTING.

**COMMERCIAL FERTILIZER:** FERTILIZERS SHALL BE UNIFORM IN COMPOSITION, DRY, AND FREE FLOWING AND DELIVERED TO THE SITE IN ORIGINAL UNOPENED BAGS BEARING ALL THE MANUFACTURER'S LABELS. ALL FERTILIZERS TO BE SLOW RELEASE AND COMPLETE WITH NECESSARY MICRONUTRIENTS. AFTER INSTALLATION, FERTILIZER SHALL BE CLEANED FROM ALL HARDSCAPE SURFACES AND WATERED IN THOROUGHLY PER MANUFACTURER'S SPECIFICATIONS. TREES AND SHRUBS MIXTURE SHALL CONSIST OF A SLOW RELEASE THE FORMULATION OF 3 PARTS NITROGEN TO 1 PART PHOSPHORUS TO 2 PARTS POTASSIUM (3-1-2 RATIO). ALL TREES AND SHRUBS SHALL BE FERTILIZED BI-MONTHLY DURING THE GROWING SEASON AT A RATE OF 4.6 LBS. OF A PER 100 SQ. FT. OF BEDS / TREE CANOPY (2 FORM BASE TO DRILLPIE) OR PER MANUFACTURER'S RECOMMENDATION. SOD FERTILIZER SHALL BE TURF SPECIFIC FOR ESTABLISHING NEW LAWNS AND APPLIED PER MANUFACTURER'S RECOMMENDATION. UPON ESTABLISHMENT, THE TURF SHALL BE FERTILIZED AT A RATE OF 1 LB OF ACTUAL NITROGEN PER 1000 FT. SOD, OR PER MANUFACTURER'S RECOMMENDATION. (NOTE: BAHIA TURF SHALL RECEIVE FERTILIZATION AT A HALF RATE OF THE ABOVE TURF RECOMMENDATIONS). APPLY A 12 LBS. OF A PALL SPECIFIC (1 PART NITROGEN TO 1 PART POTASSIUM WITH 3 PARTS MAGNESIUM) FERTILIZER QUARTERLY FOR ALL ESTABLISHED PALMS PER 2' OF HEIGHT OR PER MANUFACTURER'S RECOMMENDATION. FERTILIZERS WITH A LOW LEACHING POTENTIAL (SLOW RELEASE) MUST BE USED, MUST NOT BE APPLIED AFTER ACTIVE GROWTH OF THE TURF/GRASS HAS CEASED, AND MUST BE KEPT OUT OF THE LOWEST REASONABLE LEVELS.

**MULCH:** MULCH MATERIAL SHALL BE GRADE A, NATURAL COLOR, SHREDED MULCH OR STONE MULCH, FREE FROM WEED SEEDS, AND APPLIED TO A MINIMUM 2" DEPTH. CYPRESS MULCH IS NOT ACCEPTABLE.

**SOD:** ALL SOD SHALL MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETY TYPE, AND FREE FROM WEEDS, INSECTS, AND DISEASES OF ANY KIND. JOINTS SHALL BE STAGGERED AND BUTT TIGHT TO MINIMIZE AIR GAPS. THE GRADE SHALL BE SMOOTH, FREE OF DEBRIS, POSITIVELY DRAINED, AND MOIST TO SOD INSTALLATION. THE SOD SHALL BE ROLLED IN TWO DIRECTIONS PERPENDICULAR FROM ONE ANOTHER AFTER INSTALLATION TO ENSURE PROPER GROUND CONTACT. IN AREAS WHERE A ROLLER CANNOT BE USED, HAND TAMPING SHALL BE REQUIRED. SOD SHALL BE INSTALLED AND WATERED WITHIN 24 HOURS AFTER HARVESTING.

**SUBSTITUTIONS:** NO SUBSTITUTION OF ANY MATERIALS VARIETIES, GRADES, OR SIZES SHALL BE ALLOWED WITHOUT WRITTEN AUTHORIZATION FROM JOHNSON ENGINEERING, INC. ANY / ALL UNAUTHORIZED SUBSTITUTIONS MAY REQUIRE REPAIRING / REPLACING AT THE CONTRACTOR'S EXPENSE AT JOHNSON ENGINEERING, INC.'S DISCRETION.

**WARRANTY:** THE CONTRACTOR SHALL WARRANT ALL WORKMANSHIP FOR THE PERIOD OF ONE YEAR AFTER FINAL ACCEPTANCE FROM THE OWNER AND JOHNSON ENGINEERING, INC. ANY DEAD, UNHEALTHY, NON-CONFORMING PLANT MATERIAL SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITHIN 7 DAYS OF NOTICE FROM THE OWNER OR JOHNSON ENGINEERING, INC. THE CONTRACTOR SHALL NOT BE LIABLE FOR 'ACTS OF GOD' AND VANDALISM, NEGLIGENCE AND THEFT BY OTHERS.

**QUALITY ASSURANCE:** THE CONTRACTOR SHALL PROVIDE SUBSTANTIAL PROOF TO JOHNSON ENGINEERING, INC. THAT HE / SHE HAS A MINIMUM OF 5 YEARS EXPERIENCE IN THE FIELD OF LANDSCAPE CONTRACTING WITH PROJECTS OF SIMILAR SCOPE. THE CONTRACTOR MUST SUPPLY AT ALL TIMES ON SITE WHEN WORK IS BEING PERFORMED A QUALIFIED SUPERVISOR WITH A MINIMUM OF 18 MONTHS FIELD EXPERIENCE. ALCA LANDSCAPE CERTIFICATIONS CAN SUBSTITUTE IN LIEU OF THE EXPERIENCE REQUIREMENT AT JOHNSON ENGINEERING, INC.'S DISCRETION.

## LANDSCAPE CONSTRUCTION NOTES

- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND SERVICES BOTH UNDERGROUND AND OVERHEAD PRIOR TO THE COMMENCEMENT OF WORK. PROTECTION OF ALL UTILITIES AND SERVICES THROUGHOUT THE COURSE OF WORK IS EXPECTED.
- ALL LANDSCAPE AREAS (EXCEPT FOR PLANTING BEDS) SHALL BE SODDED UNLESS OTHERWISE INDICATED ON THE DRAWINGS. CONTRACTOR SHALL GET APPROVAL OF FINE GRADING FROM LANDSCAPE ARCHITECT PRIOR TO THE INSTALLATION OF TURF. GRADING FOR LANDSCAPE BERMING SHOWN ON PLANS AND DETAILS IS APPROXIMATE ONLY. CONTRACTOR SHALL CONFER WITH LANDSCAPE ARCHITECT PRIOR TO COMMENCING THIS WORK TO CONFIRM ACTUAL SLOPES AND ELEVATIONS OF THE LANDSCAPE BERMING. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FIRM GRAD ALL LANDSCAPE AREAS ELIMINATING ALL BUMPS, DEPRESSIONS, ROCKS, STICK, OR OTHER DEBRIS PRIOR TO THE INSTALLATION OF PLANT MATERIAL. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING POSITIVE SHEET FLOW DRAINAGE AWAY FROM ALL STRUCTURES AND TO ALL DRAINAGE WAYS SHOWN OR IMPLIED ON THE DRAWINGS.
- THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO RELOCATE / REPOSITION ANY PLANTS AS SITE CONDITIONS MAY DICTATE DURING CONSTRUCTION.
- THE CONTRACTOR SHALL COORDINATE ALL WORK WITH ALL TRADES SO AS TO AVOID ANY CONFLICT WITH THE EXECUTION OF WORK BY OTHERS. OWNER SHALL NOT BE RESPONSIBLE FOR THE DAMAGE TO PLANT MATERIALS CAUSED BY OTHER TRADES OR SUBCONTRACTORS. THE CONDITION OF PLANT MATERIAL SHALL BE IN ACCORDANCE TO THE LANDSCAPE ARCHITECT.
- INSTALLATION OF INTERLOCKING PAVERS SHALL HAVE A BASE USING ROAD BASE CRUSHED STONE OR ASTM D2848, COMPACTED TO 85% DENSITY FOR PEDESTRIAN & LIGHT VEHICULAR TRAFFIC, 98% FOR HEAVY VEHICULAR TRAFFIC. PROVIDE PITCH FOR DRAINAGE ONE INCH PER TEN FEET OF PAVING SURFACE, TO BE DONE DURING SUB-GRADE PREPARATION. BEDDING SAND SHOULD BE 1" TO 1 1/2" THICK, USING CONCRETE SAND (ASTM C33). WHEN COMPACTING PAVERS A RUBBER PAD SHOULD BE ATTACHED TO THE PLATE BOTTOM OF THE MECHANICAL VIBRATING MACHINE. FOR BEST PAVEMENT COMPACTATION USE A ROLLER COMPACTOR. FOR PRECISE CUTS, USE A DAMMID BLADE SAW. A SOFT-BOND, MATRIX BLADE IS RECOMMENDED.
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- THE CONTRACTOR SHALL VERIFY ALL QUANTITIES ON THE DRAWINGS PRIOR TO BIDDING. ALL QUANTITIES ON THE DRAWINGS ARE PROVIDED FOR CONVENIENCE ONLY.
- THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL APPLICABLE PERMITS.

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| NO. | REVISIONS |
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CRYSTAL DRIVE &  
PLANTATION ROAD  
ROUNDBOUT LANDSCAPE  
& IRRIGATION DESIGN  
LEE COUNTY, FLORIDA



2122 JOHNSON STREET  
P.O. BOX 1550  
FORT MYERS, FLORIDA 33902-1550  
PHONE: (239) 334-5046  
FAX: (239) 334-3681  
E.D. #442 & L.B. #542



| LANDSCAPE DETAILS AND NOTES |              |          |          |       |
|-----------------------------|--------------|----------|----------|-------|
| DATE                        | PROJECT NO.  | FILE NO. | SCALE    | SHEET |
| OCT. 2016                   | 20149687-002 | 18-45-25 | As Shown | L02   |

COMPONENTS OF CONTRACT PLANS SET  
LANDSCAPE PLANS

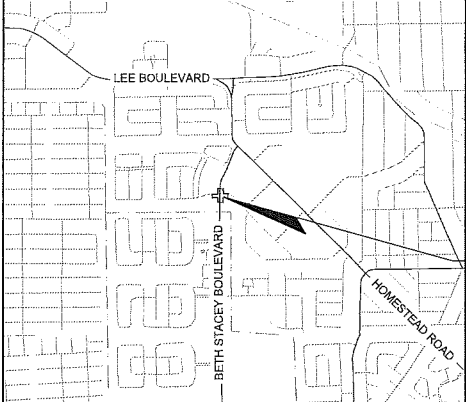
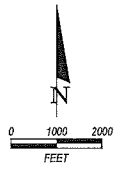
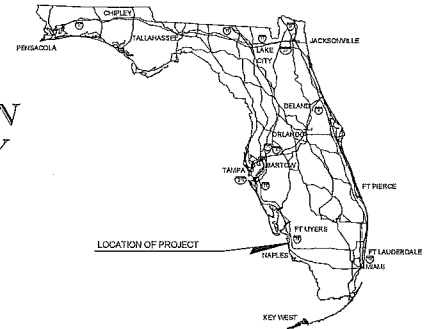
A DETAILED INDEX APPEARS ON THE  
KEY SHEET OF EACH COMPONENT

INDEX OF LANDSCAPE AND IRRIGATION PLANS

| SHEET NO. | SHEET DESCRIPTION           |
|-----------|-----------------------------|
| COVER     | COVER                       |
| L01       | LANDSCAPE PLANTING PLAN     |
| L02 - L03 | LANDSCAPE DETAILS AND NOTES |

LEE COUNTY BOARD OF COUNTY COMMISSIONERS  
LEE COUNTY DEPARTMENT OF TRANSPORTATION

CONTRACT PLANS  
ROUNDBOUT LANDSCAPE DESIGN  
BETH STACEY AND BUSINESS WAY  
LEE COUNTY CONTRACT NO. 6727  
SOLICIT NO. CN140026



PROJECT LOCATION

PLANS PRODUCED FOR:  
**LEE COUNTY**  
SOUTHWEST FLORIDA  
DEPARTMENT  
of TRANSPORTATION  
PUBLIC WORKS ADMINISTRATION

PLANS PREPARED BY:  
**JOHNSON ENGINEERING**  
2122 JOHNSON STREET  
FORT MYERS, FLORIDA 33901  
EB 642 & LB 642

NOTE: THE SCALE OF THESE PLANS MAY  
HAVE CHANGED DUE TO REPRODUCTION.



Digitally signed by Kenneth Scott Smith, RL A LA6667187  
DN: cn=Kenneth Scott Smith, RL A LA6667187, o=Johnson Engineering, Inc., ou=Landscape Architect, email=ksmith@johnsoneng.com, c=US  
Date: 2016.10.21 12:22:51 -0400

LANDSCAPE ARCHITECT OF RECORD: **KENNETH SCOTT SMITH, R.L.A.**

RLA NO.: **LA6667187**

**FINAL LANDSCAPE SET  
OCTOBER 2016**

GOVERNING STANDARDS AND SPECIFICATIONS:  
FLORIDA DEPARTMENT OF TRANSPORTATION, MANUAL OF  
MINIMUM STANDARDS FOR DESIGN, CONSTRUCTION AND  
MAINTENANCE FOR STREETS AND HIGHWAYS, DATED MAY  
2007, LEISCAPE MASTER PLANS, 3RD EDITION, JANUARY  
2016.  
FORT MYERS OPERATIONS REPAIRS SHALL BE CONTACTED  
247 HOURS PRIOR TO CONSTRUCTION ANYWHERE.  
APPLICABLE DESIGN STANDARDS MODIFICATIONS: 7-1.05  
FOR DESIGN STANDARDS MODIFICATIONS CLICK ON  
"DESIGN STANDARDS" AT THE FOLLOWING WEB SITE:  
[HTTP://WWW.DOT.STATE.FL.US/ROADS/MSM](http://www.dot.state.fl.us/roads/MSM)

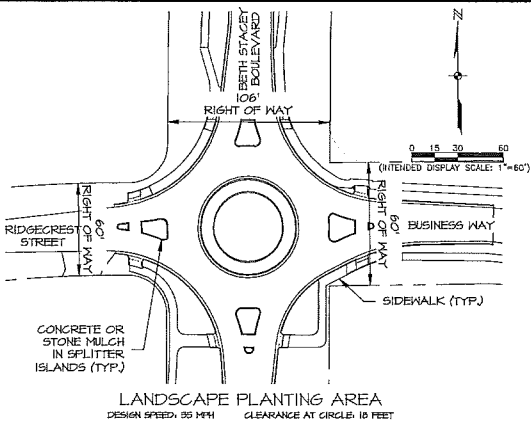
NOTE  
CONTRACTOR SHALL CALL  
BEFORE STARTING WORK IN ANY AREA  
AT LEAST 48 HOURS PRIOR TO BEGINNING  
CALL 889 1000 CITY LOCALS

UTILITIES PROVIDING SERVICE:

- |  |   |   |
|--|---|---|
| <b>WATER/SEWER</b><br>FLORIDA GOVERNMENTAL UTILITY AUTHORITY<br>4228 HOMESTEAD ROAD NORTH<br>LEESBURG, FLORIDA 33408<br>PHONE: (239) 266-2615<br>FAX: (239) 266-2616 | <b>TRASH COLLECTION</b><br>PROGRESSIVE WASTE SOLUTIONS<br>2594 8TH STREET WEST<br>LEESBURG, FLORIDA 33871<br>(239) 265-2300 | <b>ELECTRIC</b><br>LEE COUNTY ELECTRIC COOPERATIVE<br>4038 BAYVIEW DRIVE<br>FORT MYERS, FLORIDA 33917<br>PHONE: (239) 666-2200<br>FAX: (239) 955-4287 |
| <b>FIRE DISTRICT</b><br>LEESBURG FIRE DEPARTMENT #100<br>658 THOMAS SHERIDAN AVENUE SOUTH<br>LEESBURG, FLORIDA 33402<br>PHONE: (239) 265-5305<br>FAX: (239) 266-2628 | <b>CABLEVISION</b><br>12441 CORPORATE LAKES DRIVE<br>FORT MYERS, FLORIDA 33913<br>(888) 266-2278                            | <b>TELEPHONE</b><br>COXCAST<br>12441 CORPORATE LAKES DRIVE<br>FORT MYERS, FLORIDA 33913<br>(888) 266-2278   |
| <b>SEW</b><br>TECO PEOPLES GAS<br>360 ENTERPRISE PARKWAY<br>FORT MYERS, FLORIDA 33905<br>(239) 253-7527  | <b>LCDDOT PROJECT MANAGER: SARAH CLARKE</b>   |   |

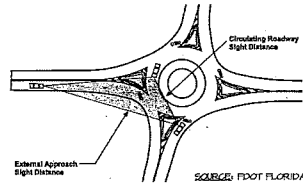
SHEET  
NO.  
COVER

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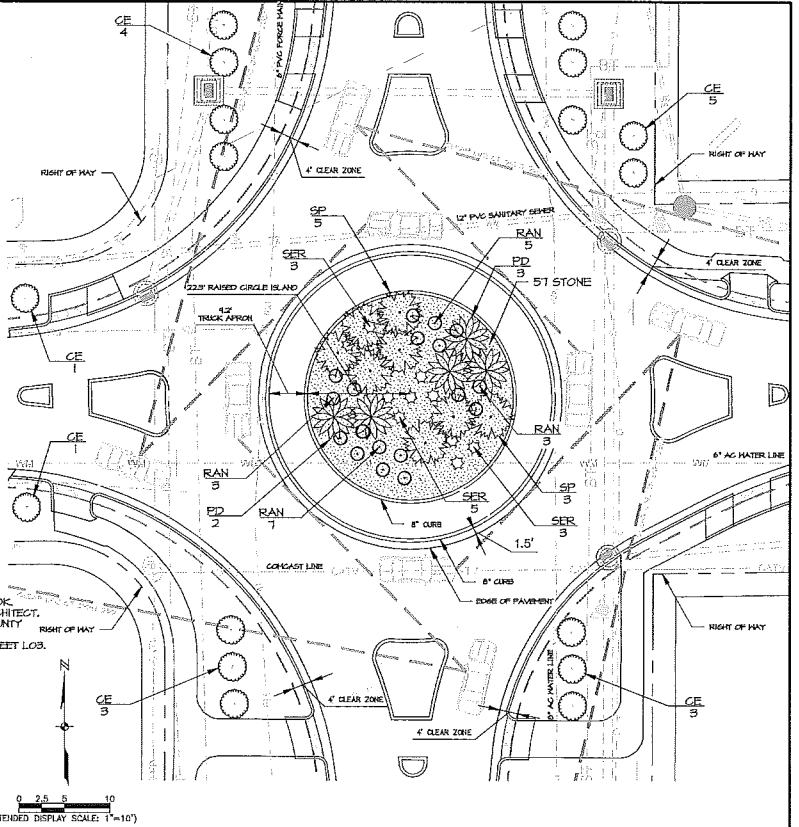


| QTY   | SYM | ABBR | BOTANICAL NAME                                      | COMMON NAME       | SPECIFICATIONS             | NATIVE |
|-------|-----|------|---|-------------------|----------------------------|--------|
| 17    | ○   | CE   | <i>Coccoloba methus var. corbosa</i>                | Silver Buttonwood | 12' HT.                    | YES    |
| 6     | ○   | PD   | <i>Phoenix dactyloides Macgreg. &amp; Nyberghii</i> | Madroa Date Palm  | 14, 16, & 18 CT., 8-12 OC. | NO     |
| 8     | ○   | SP   | <i>Sabal palmetto</i>                               | Sabal Palm        | 14, 16, & 18 CT., 8-12 OC. | YES    |
| 15    | ○   | RAN  | <i>Roystonea aculeata</i>                           | White Kingpalm    | 24" H., 8 OC.              | YES    |
| 11    | ○   | SER  | <i>Serenoa repens</i>                               | Saw Palmetto      | 30" H., 8 OC.              | YES    |
| 10 CY |     | ALL  | ST Stone  |                   | 2" Depth                   |        |

- NOTES:**
- CURVED AND BOOTED SABAL PALMS SHALL BE PROVIDED AT VARYING HEIGHTS FOR A NATURAL LOOK.
  - FINAL LOCATION OF PALMS SHALL BE DETERMINED IN THE FIELD BY THE COUNTY OR LANDSCAPE ARCHITECT.
  - REGENERATED SABAL PALMS SHALL BE PROVIDED WHEN AVAILABLE AND AS REQUESTED BY THE COUNTY OR LANDSCAPE ARCHITECT.
  - TREES PLANTED WITHIN 10' OF AN UNDERGROUND UTILITY REQUIRE ROOT BARRIER AS DETAILED ON SHEET L03.



SOURCE: FOOT FLORIDA ROUNDABOUT GUIDE (1996)



| NO. | DATE | REVISIONS |
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|     |      |           |
|     |      |           |



BETH STACEY BOULEVARD & BUSINESS WAY ROUNDABOUT LANDSCAPE & IRRIGATION DESIGN LEE COUNTY, FLORIDA



2122 JOHNSON STREET  
P.O. BOX 1520  
FORT MYERS, FLORIDA 33902-1550  
PHONE: (239) 334-0046  
FAX: (239) 334-3661  
E.B. #542 & L.B. #542



| LANDSCAPE PLANTING PLAN |              |          |          |
|-------------------------|--------------|----------|----------|
| DATE                    | PROJECT NO.  | FILE NO. | SCALE    |
| OCT. 2016               | 20149587-002 | 06-43-27 | 1" = 10' |
| SHEET                   |              |          | L01      |



# SPECIFICATIONS

**PLANT MATERIALS:** ALL TREES, PALMS, SHRUBS, GROUNDCOVERS, LITTORALS, WATER PLANTS, SOD AND VINES SHALL CONFORM TO THOSE SPECIES AND SIZES INDICATED ON THE DRAWINGS. ALL NURSERY STOCK SHALL BE IN ACCORDANCE WITH GRADES AND STANDARDS FOR NURSERY PLANTS AS DETERMINED BY THE FLORIDA DEPARTMENT OF AGRICULTURE AND CONSUMER SERVICES, UNLESS SPECIFIED OTHERWISE. ALL PLANTS SHALL BE FLORIDA GROWN NUMBER 1 OR BETTER AS DETERMINED BY THE FLORIDA DIVISION OF PLANT INDUSTRY. SPECIFIER MEANS A PLANT THAT IS TRAINED IN ITS DEVELOPMENT TO POSSESS UNQUESTIONABLE AND OUTSTANDINGLY SUPERIOR IN FORM, BRANCHING, COMPACTNESS AND SYMMETRY. TREES FOR PLANTING SHOULD BE UNIFORM IN SIZE AND SHAPE. SINGLE TRUNK TREES SHALL HAVE A STRAIGHT, CENTRAL LEADER. MULTI-TRUNK TREES ARE TO HAVE 3-5 EQUAL SIZED TRUNKS UNLESS OTHERWISE SPECIFIED. PLANTS WITH MARRED OR BURNED TRUNKS WILL NOT BE ACCEPTED. PLANTS SHALL BE PRUNED PRIOR TO DELIVERY ONLY IN ACCORDANCE WITH INTERNATIONAL SOCIETY OF ARBORIST GUIDELINES TO INSURE PROPER HEALTH AND VIGOROUS GROWTH. ALL MATERIALS SHALL BE SUBJECT TO JOHNSON ENGINEERING INC.'S APPROVAL.

**BALLED & BURLAPPED:** ALL BALLED & BURLAPPED STOCK SHALL BE FRESHLY DUG, SOUND, HEALTHY, VIGOROUS, WELL-BRANCHED, FREE FROM DISEASE AND INSECTS, SECURE IN THE ROOTBALL, AND POSSESS ADEQUATE ROOT SYSTEMS. ALL BURLAP SHALL BE REMOVED FROM THE TOP ONE-THIRD OF THE BALL TO PREVENT WINDING. ANY BURLAP THAT IS NOT BIODEGRADABLE SHALL BE CAREFULLY REMOVED TO PROTECT DAMAGE TO FEEDER ROOTS. GROW BAGS SHALL BE REMOVED IN THEIR ENTIRETY. ALL BALLED & BURLAPPED STOCK THAT IS NOT IMMEDIATELY PLANTED, SHALL BE KEPT IN AND THOROUGHLY WATERED UNTIL PLANTING. LIFTING, MOVING, OR ADJUSTING THE PLANT MATERIAL BY THE TRUNK IS PROHIBITED.

**CONTAINER GROWN STOCK:** ALL CONTAINER GROWN STOCK SHALL BE HEALTHY, VIGOROUS, WELL-ROOTED (NOT ROOT BOUND), AND ESTABLISHED IN THE CONTAINER IN WHICH THEY ARE SOLD. THE PLANTS SHALL HAVE TOPS OF GOOD QUALITY AND BE IN A HEALTHY GROWING CONDITION. ALL CONTAINER GROWN STOCK THAT IS NOT IMMEDIATELY PLANTED, SHALL BE STORED IN A MANNER TO SHADE THE CONTAINERS FROM DIRECT SUNLIGHT TO MINIMIZE ROOT DAMAGE. ALL CONTAINER STOCK SHALL BE THOROUGHLY WATERED PRIOR TO PLANTING AND DURING STORAGE UNTIL PLANTING. LIFTING AND MOVING OF THE PLANT MATERIAL SHALL BE BY THE CONTAINER ONLY.

**MEASUREMENTS:** TREE HEIGHTS SHALL BE MEASURED FROM GROUND TO THE AVERAGE BRANCH HEIGHT OF CANOPY. SPREAD SHALL BE MEASURED TO THE END OF BRANCHES EQUALLY AROUND THE CROWN FROM THE CENTER OF THE TRUNK. MEASUREMENTS SHALL NOT INCLUDE ANY TERMINAL GROWTH. SHRUBS' HEIGHT SHALL BE MEASURED FROM THE GROUND TO THE AVERAGE POINT WHERE NATURE PLANT GROWTH STOPS. SPREAD SHALL BE MEASURED TO THE END OF BRANCHING EQUALLY AROUND THE SHRUB MASS. MEASUREMENT SHALL NOT INCLUDE ANY TERMINAL GROWTH. PALMS SHALL BE MEASURED BY THREE HEIGHT CLASSIFICATIONS: OVERALL HEIGHT, CLEAR WOOD, AND GRAY WOOD. OVERALL HEIGHT SHALL BE MEASURED FROM THE GROUND TO THE AVERAGE FROST HEIGHT AT TIME OF INSTALLATION. CLEAR WOOD SHALL BE MEASURED FROM THE GROUND AT TIME OF INSTALLATION TO THE BOTTOM OF THE FROST SHEATH. GRAY WOOD SHALL BE MEASURED FROM THE GROUND AT TIME OF INSTALLATION TO THE TOP OF HARDENED WOOD.

**PLANTING SOIL AND BACKFILL:** PLANTING SOIL FOR USE IN PREPARING BACKFILL FOR PLANT PITS SHALL BE A FERTILE, FRIABLE, NATIVE SOIL WITHOUT MIXTURE OF SUBSOIL MATERIALS. IT SHALL BE FREE FROM HEAVY CLAY, STONES, LIME, LIMPS, PLANTS, ROOTS OR OTHER FOREIGN MATERIALS, NOXIOUS GRASSES OR WEEDS. IT SHALL NOT CONTAIN TOXIC SUBSTANCES WHICH MAY BE HARMFUL TO PLANT GROWTH. AMEND BEDS WITH A MINIMUM OF ORGANICS TO ACHIEVE OPTIMAL PH LEVELS AND SOIL AERATION. ROTOTILL TO A DEPTH OF 6" AND INCORPORATE A COMPLETE SLOW RELEASE FERTILIZER AT A 3-1-2 RATIO. THE RESULTS OF POST SOIL MODIFICATION TESTING, BASED ON LIKE PLANTING CONDITIONS AND AREA PROXIMITY, SHALL BE SUBMITTED TO JOHNSON ENGINEERING INC. FOR APPROVAL PRIOR TO PLANTING.

**COMMERCIAL FERTILIZER:** FERTILIZERS SHALL BE UNIFORM IN COMPOSITION, DRY, AND FREE FLOWING AND DELIVERED TO THE SITE IN ORIGINAL UNOPENED BAGS BEARING ALL THE MANUFACTURER'S LABELS. ALL FERTILIZER IS TO BE SLOW RELEASE AND COMPLETE WITH NECESSARY MICRONUTRIENTS. AFTER INSTALLATION, FERTILIZER SHALL BE CLEANED FROM ALL HARDSCAPE SURFACES AND WATERED IN THOROUGHLY PER MANUFACTURER'S SPECIFICATIONS. TREES AND SHRUBS MIXTURE SHALL CONSIST OF A SLOW RELEASE THE FORMULATION OF 3 PARTS NITROGEN TO 1 PART PHOSPHOROUS TO 2 PARTS POTASSIUM (3-1-2 RATIO). ALL TREES AND SHRUBS SHALL BE FERTILIZED BY MONTHLY DURING THE GROWING SEASON AT A RATE OF 4 LBS. OF A PER 100 SQ. FT. OF BEDS/TREE CANOPY OF FOLIAR BASE TO DRAPLINE) OR PER MANUFACTURER'S RECOMMENDATION. SOD FERTILIZER SHALL BE TURF SPECIFIC FOR ESTABLISHING NEW LAWNS AND APPLIED PER MANUFACTURER'S RECOMMENDATION. UPON ESTABLISHMENT, THE TURF SHALL BE FERTILIZED AT A RATE OF 1 LB. OF ACTUAL NITROGEN PER 1000 FT. SQ. OR PER MANUFACTURER'S RECOMMENDATION. (NOTE: BAHIA TURF SHALL RECEIVE FERTILIZATION AT A HALF RATE OF THE ABOVE TURF RECOMMENDATIONS) APPLY A 1/2 LBS. OF A PALM SPECIFIC (1 PART NITROGEN TO 1 PART POTASSIUM WITH 0.5 PARTS MAGNESIUM) FERTILIZER QUARTERLY FOR ALL ESTABLISHED PALMS PER 2' OF HEIGHT OR PER MANUFACTURER'S RECOMMENDATION. FERTILIZERS WITH A LOW LEACHING POTENTIAL (SLOW RELEASE) MUST BE USED, MUST NOT BE APPLIED AFTER ACTIVE GROWTH OF THE TURF GRASS HAS CEASED, AND MUST BE KEPT OUT OF THE LOWEST REASONABLE LEVELS.

**MULCH:** MULCH MATERIAL SHALL BE GRADE A, NATURAL COLOR, SHREDDED MULCH OR STONE MULCH, FREE FROM WEED SEEDS, AND APPLIED TO A MINIMUM 2" DEPTH. CYPRESS MULCH IS NOT ACCEPTABLE.

**SOD:** ALL SOD SHALL MEET FLORIDA STATE PLANT BOARD SPECIFICATIONS, ABSOLUTELY TRUE TO VARIETY TYPE, AND FREE FROM WEEDS, INSECTS, AND DISEASES OF ANY KIND. JOINTS SHALL BE STAGGERED AND BUTT TIGHT TO MINIMIZE AIR GAPS. THE GRADE SHALL BE SMOOTH, FREE OF DEBRIS, POSITIVELY DRAINED, AND MOIST TO SOD INSTALLATION. THE SOD SHALL BE ROLLED IN TWO DIRECTIONS PERPENDICULAR FROM ONE ANOTHER AFTER INSTALLATION TO ENSURE PROPER GROUND CONTACT. IN AREAS WHERE A ROLLER CANNOT BE USED, HAND TAMPING SHALL BE REQUIRED. SOD SHALL BE INSTALLED AND WATERED WITHIN 24 HOURS AFTER HARVESTING.

**SUBSTITUTIONS:** NO SUBSTITUTION OF ANY MATERIALS VARIETIES, GRADES, OR SIZES SHALL BE ALLOWED WITHOUT WRITTEN AUTHORIZATION FROM JOHNSON ENGINEERING, INC. ANY /ALL UNAUTHORIZED SUBSTITUTIONS MAY REQUIRE REPAIRING / REPLACING AT THE CONTRACTOR'S EXPENSE AT JOHNSON ENGINEERING, INC.'S DISCRETION.

**WARRANTY:** THE CONTRACTOR SHALL WARRANT ALL WORKMANSHIP FOR THE PERIOD OF ONE YEAR AFTER FINAL ACCEPTANCE FROM THE OWNER AND JOHNSON ENGINEERING, INC. ANY DEAD, UNHEALTHY, NON-CORRECTING PLANT MATERIAL SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE WITHIN 7 DAYS OF NOTICE FROM THE OWNER OR JOHNSON ENGINEERING, INC. THE CONTRACTOR SHALL NOT BE LIABLE FOR 'ACTS OF GOD' AND VANDALISM, NEGLIGENCE AND THEFT BY OTHERS.

**QUALITY ASSURANCE:** THE CONTRACTOR SHALL PROVIDE SUBSTANTIAL PROOF TO JOHNSON ENGINEERING, INC. THAT HE / SHE HAS A MINIMUM OF 5 YEARS EXPERIENCE IN THE FIELD OF LANDSCAPE CONTRACTING WITH PROJECTS OF SIMILAR SCOPE. THE CONTRACTOR MUST SUPPLY AT ALL TIMES ON SITE WHEN WORK IS BEING PERFORMED A QUALIFIED SUPERVISOR WITH A MINIMUM OF 18 MONTHS FIELD EXPERIENCE. ALCA LANDSCAPE CERTIFICATIONS CAN SUBSTITUTE IN LIEU OF THE EXPERIENCE REQUIREMENT AT JOHNSON ENGINEERING, INC.'S DISCRETION.

# LANDSCAPE CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE LOCATION OF ALL UTILITIES AND SERVICES BOTH UNDERGROUND AND OVERHEAD PRIOR TO THE COMMENCEMENT OF WORK. PROTECTION OF ALL UTILITIES AND SERVICES THROUGHOUT THE COURSE OF WORK IS EXPECTED.
2. ALL LANDSCAPE AREAS (EXCEPT FOR PLANTING BEDS) SHALL BE SODDED UNLESS OTHERWISE INDICATED ON THE DRAWINGS. CONTRACTOR SHALL GET APPROVAL OF FINE GRADING FROM LANDSCAPE ARCHITECT PRIOR TO THE INSTALLATION OF TURF. GRADING FOR LANDSCAPE BERMING SHOWN ON PLANS AND DETAILS IS APPROXIMATE ONLY. CONTRACTOR SHALL CONFER WITH LANDSCAPE ARCHITECT PRIOR TO COMMENCING THIS WORK TO CONFIRM ACTUAL SHAPES AND ELEVATIONS OF THE LANDSCAPE BERMING. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO FINISH GRADE ALL LANDSCAPE AREAS ELIMINATING ALL BUMPS, DEPRESSIONS, ROCKS, STICK, OR OTHER DEBRIS PRIOR TO THE INSTALLATION OF PLANT MATERIAL. THE CONTRACTOR SHALL ALSO BE RESPONSIBLE FOR MAINTAINING POSITIVE SHEET FLOW DRAINAGE AWAY FROM ALL STRUCTURES AND TO ALL DRAINAGE WAYS SHOWN OR IMPLIED ON THE DRAWINGS.
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5. INSTALLATION OF INTERLOCKING PAVERS SHALL HAVE A BASE USING ROAD-BASE CRUSHED STONE OR ASTM D2940, COMPACTED TO 95% DENSITY FOR PEDESTRIAN & LIGHT VEHICULAR TRAFFIC, 98% FOR HEAVY VEHICULAR TRAFFIC. PROVIDE PITCH FOR DRAINAGE ONE INCH PER TEN FEET OF PAVING SURFACE. TO BE DONE DURING SUB-GRADE PREPARATION. BEDDING SAND SHOULD BE 1" TO 1 1/2" THICK, LEISN CONCRETE SAND (ASTM C33). WHEN COMPACTING PAVERS A RUBBER PAD SHOULD BE ATTACHED TO THE PLATE BOTTOM OF THE MECHANICAL VIBRATING MACHINE. FOR BEST PAVEMENT COMPACTOR USE A ROLLER COMPACTOR. FOR PRECISE CUTS, USE A DIAMOND BLADE SAW. A SOFT-BOND, MATRIX-BLADE IS RECOMMENDED.
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8. THE CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL APPLICABLE PERMITS.

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| REVISIONS |
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BETH STACEY BOULEVARD  
& BUSINESS WAY  
ROUNDABOUT LANDSCAPE  
& IRRIGATION DESIGN  
LEE COUNTY, FLORIDA

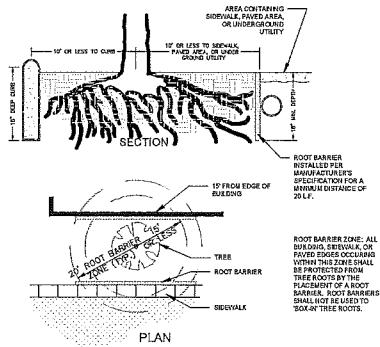


2122 JOHNSON STREET  
P.O. BOX 1500  
FORT MYERS, FLORIDA 33902-1500  
PHONE: (238) 334-5046  
FAX: (238) 334-3261  
E.B. #642 & L.B. #642

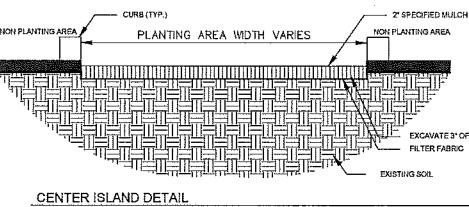


| LANDSCAPE DETAILS AND NOTES |              |          |          |       |
|-----------------------------|--------------|----------|----------|-------|
| DATE                        | PROJECT NO.  | FILE NO. | SCALE    | SHEET |
| OCT. 2016                   | 20149687-002 | 06-45-27 | As Shown | L02   |

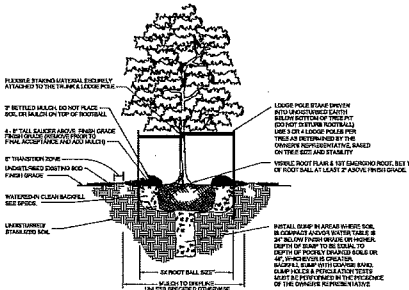
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|---------------------------------|------------------|
| WEEK 1                          | DAILY            |
| WEEK 2 - WEEK 4                 | 3 TIMES PER WEEK |
| WEEK 5 - WEEK 12                | 2 TIMES PER WEEK |
| WEEK 13 - WEEK 24               | 1 TIME PER WEEK  |



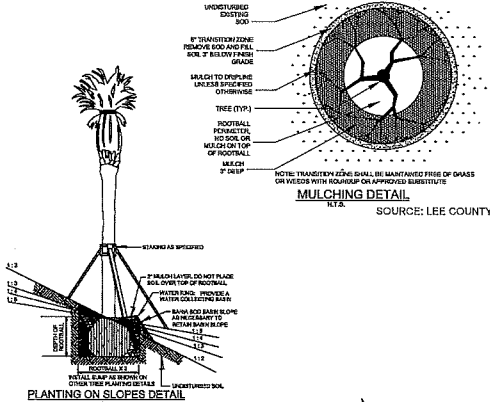
**TYPICAL ROOT BARRIER DETAIL**  
 N.T.S.  
 REFER TO LSC DRAWING 40818-010  
 PREPARED BY: OFFICE OF GREENS AND TREES - CALIFORNIA DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE  
 SOURCE: CALIFORNIA DEPARTMENT OF TRANSPORTATION AND INFRASTRUCTURE



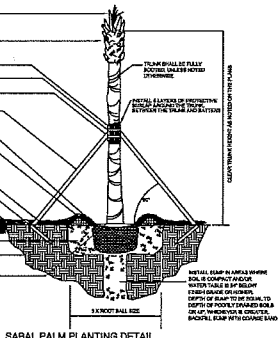
**CENTER ISLAND DETAIL**  
 N.T.S.



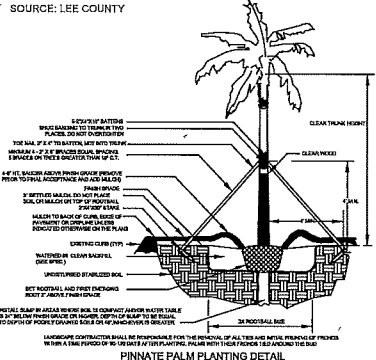
**SINGLE TRUNK TREE PLANTING DETAIL**  
 N.T.S. SOURCE: LEE COUNTY



**PLANTING ON SLOPES DETAIL**  
 N.T.S. SOURCE: LEE COUNTY



**SABAL PALM PLANTING DETAIL**  
 N.T.S. SOURCE: LEE COUNTY



**PINNATE PALM PLANTING DETAIL**  
 N.T.S. SOURCE: LEE COUNTY

| REVISIONS |
|-----------|
|           |
|           |
|           |
|           |



**BETH STACEY BOULEVARD & BUSINESS WAY ROUNDABOUT LANDSCAPE & IRRIGATION DESIGN**  
 LEE COUNTY, FLORIDA

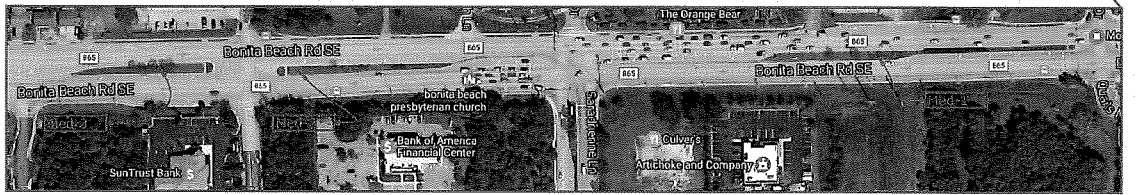
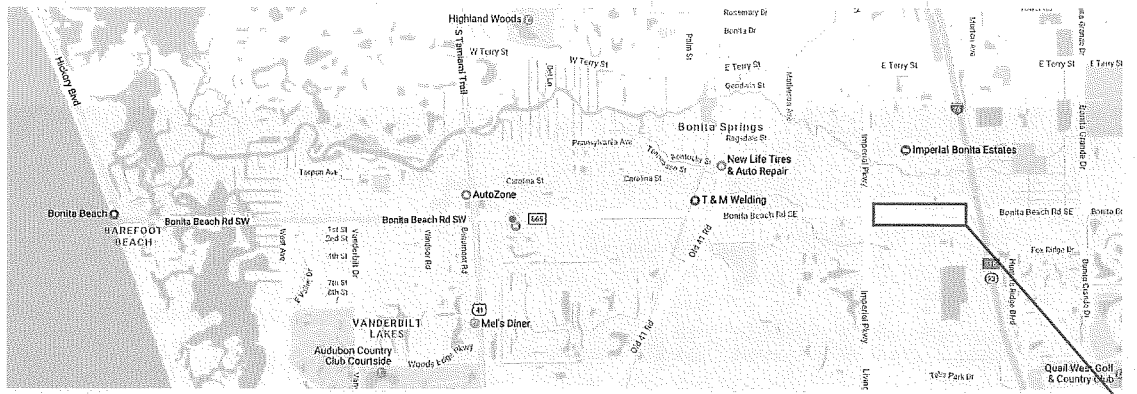


2122 JOHNSON STREET  
 P.O. BOX 1650  
 FORT MYERS, FLORIDA 33902-1590  
 PHONE: (239) 334-3500  
 FAX: (239) 334-3861  
 E.B. #642 & L.B. #642



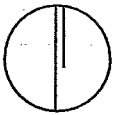
| LANDSCAPE DETAILS |              |          |          |       |
|-------------------|--------------|----------|----------|-------|
| DATE              | PROJECT NO.  | FILE NO. | SCALE    | SHEET |
| OCT. 2016         | 20145687-002 | 06-45-27 | As Shown | 103   |

# Bonita Beach Rd Median Enhancements 09/2016



| Common Name                   | Scientific Name                              | Total | Med-1 | Med-2 | Med-3 | Size      | Spacing |
|-------------------------------|--|-------|-------|-------|-------|-----------|---------|
| Bougainvillea 'Helen Johnson' | <i>Bougainvillea glabra</i> 'Helen Johnson'  | 112   | 112   |       |       | 3gal      | 24"OC   |
| Perennial Peanut              | <i>Arachis glabrata</i>                      | 2500  | 1500  | 1000  |       | 1Gal      | 18"OC   |
| Green Island Ficus            | <i>Ficus microcarpa</i> 'Green Island Ficus' | 495   | 292   | 203   |       | 3Gal      | 24"OC   |
| Pink Muhly Grass              | <i>Muhlenbergia capillaris</i>               | 400   | 206   | 153   | 41    | 5Gal      | 36"OC   |
| Golden Creeper                | <i>Ernodea littoralis</i>                    | 1514  | 303   |       | 1211  | 1Gal      | 18"OC   |
| Montgomery Palm               | <i>Veitchia montgomeryana</i>                | 8     | 5     | 3     |       | 6'-8"GW   |         |
| Sylvester Palm                | <i>Phoenix sylvestris</i>                    | 9     | 3     | 3     | 3     | 10'-12"CT |         |
| Florimulch                    |  | 1680  | 560   | 560   | 560   | CF        | 3"      |

# Bonita Beach Rd Median Enhancements 09/2016



Remove any remaining Indian Hawthorne

Remove Dead or dying Muhly Grass

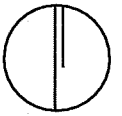
Bougainvillea to remain

Remove Scramble Egg Trees



**(Demo) Median 1 West of I-75**

# Bonita Beach Rd Median Enhancements 09/2016



Remove any remaining Indian Hawthorne

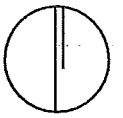
Remove Scramble Egg Trees

Remove Dead or dying Muhly Grass



**(Demo) Median 2 West of I-75**

# Bonita Beach Rd Median Enhancements 09/2016



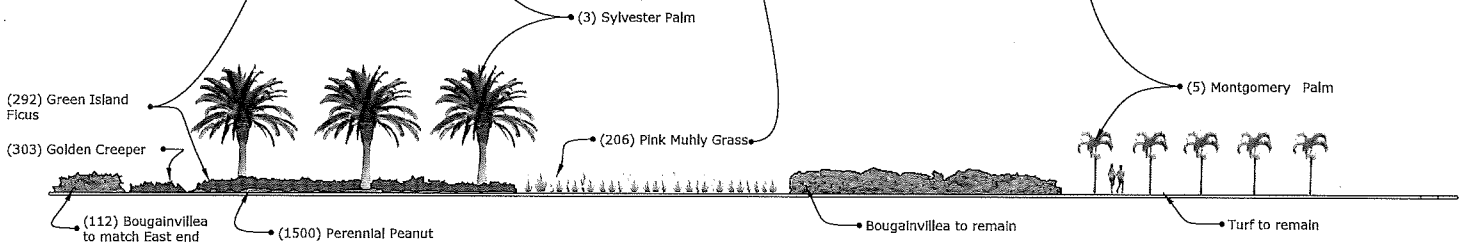
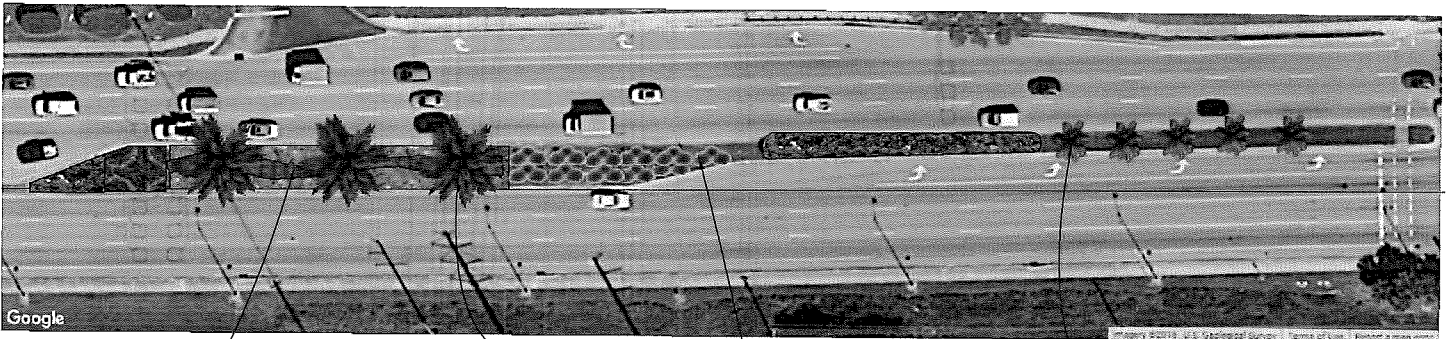
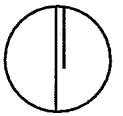
Remove any remaining  
Indian Hawthorne

Remove Scramble Egg Trees



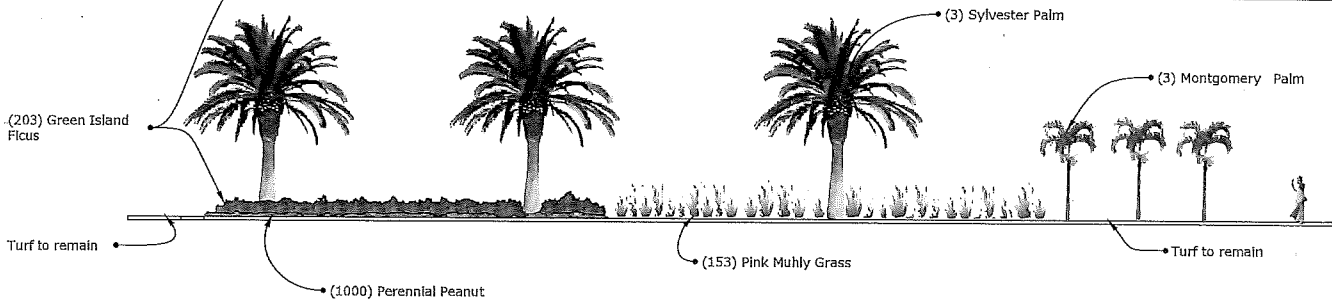
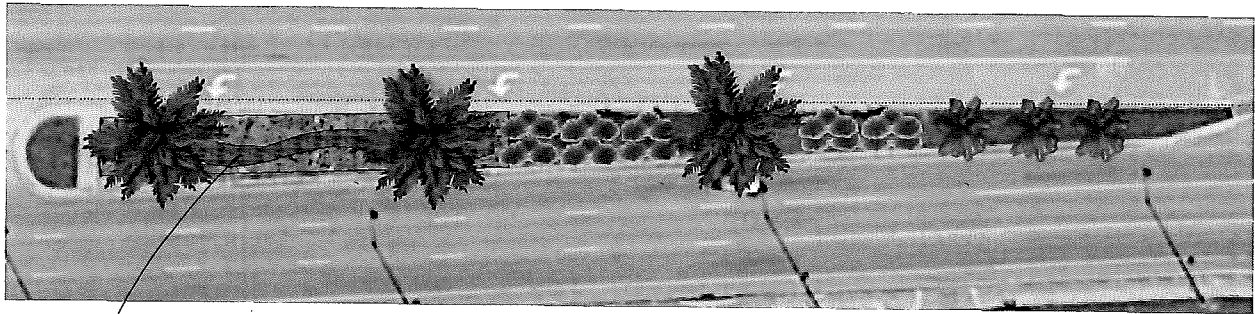
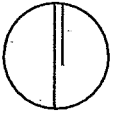
**(Demo) Median 3 West of I-75**

# Bonita Beach Rd Median Enhancements 09/2016



**(Plant Layout Sketch) Median 1 West of I-75**

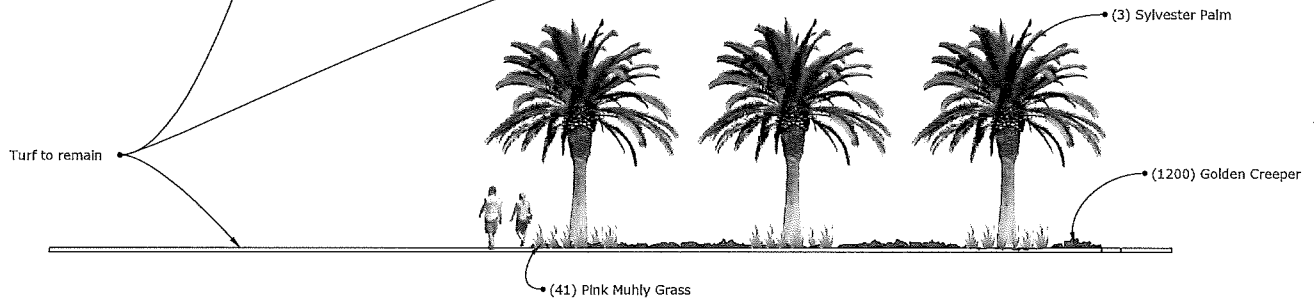
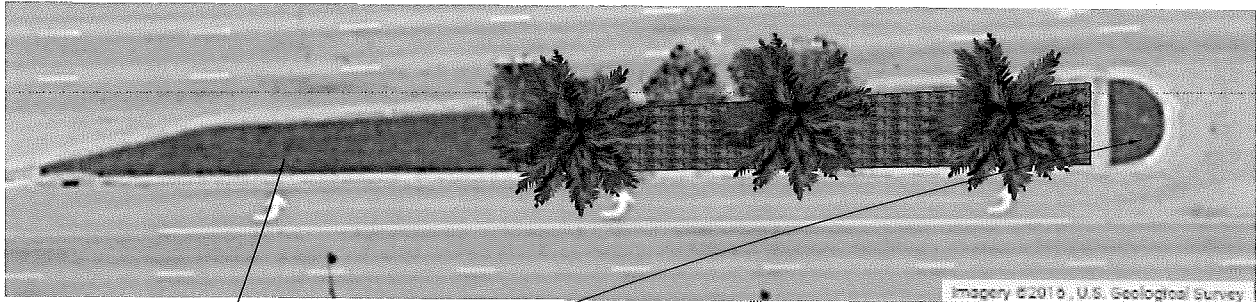
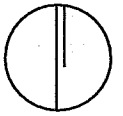
# Bonita Beach Rd Median Enhancements 09/2016



(Plant Layout Sketch) Median 2 West of I-75



# Bonita Beach Rd Median Enhancements 09/2016



**(Plant Layout Sketch) Median 3 West of I-75**