

CITY OF NAPLES, FLORIDA
AGREEMENT
(CONSTRUCTION SERVICES)

Bid/Proposal No. 20-029

Clerk Tracking No. 2020-00051

Project Name: US 41 Median Restoration Between Fleischmann Blvd and 7th Ave North

THIS AGREEMENT (the "Agreement") is made and entered into this 15th day of April 2020 by and between the City of Naples, a Florida municipal corporation, (the "CITY") and Hannula Landscaping and Irrigation, Inc., a Florida Corporation, located at: 17051 Jean Street, Unit 7; Fort Myers, Florida 33967 (the "CONTRACTOR").

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

WHEREAS, the CONTRACTOR has submitted an (ITB) Invitation to Bid No. 20-029 for provision of those services; and

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

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

ARTICLE ONE
CONTRACTOR'S RESPONSIBILITY

1.1. The Services to be performed by the CONTRACTOR are generally described as US 41 Median Restoration Between Fleischmann Blvd and 7th Ave North and may be more fully described in the Scope of Services, attached as **EXHIBIT A** and made a part of this Agreement.

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

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

1.4. The CONTRACTOR agrees to employ and designate, in writing, within 5 calendar days after receiving its Notice to Proceed, or other directive from the CITY, a qualified employee to serve as the CONTRACTOR's project manager (the "Project Manager"). The Project Manager shall be authorized and responsible to act on behalf of the CONTRACTOR with respect to directing, coordinating and administering all aspects of the services to be provided and performed under this Agreement.

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

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

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

1.8. The CONTRACTOR agrees not to provide services for compensation to any party that is contracting with the CITY on the same subject matter, same project, or scope of services as set forth in this Agreement without approval from the CITY. This section does not prevent the CONTRACTOR from contracting with other firms or government organizations for similar services.

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

ARTICLE TWO CITY'S RESPONSIBILITIES

2.1. The CITY shall designate in writing a project coordinator to act as the CITY's representative with respect to the services to be rendered under this Agreement (the "Project Coordinator"). The Project Coordinator shall have authority to transmit instructions, receive information, interpret and define the CITY's policies and decisions with respect to the CONTRACTOR's services for the Project. However, the Project Coordinator is not authorized to issue any verbal or written orders or instructions to the CONTRACTOR that would have the effect, or be interpreted to have the effect, of modifying or changing

in any way whatever:

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

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

2.2. The Project Coordinator shall:

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

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

ARTICLE THREE TIME

3.1. Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written **Notice to Proceed (NTP)** from the CITY for all or any designated portion of the Projects assigned to this Agreement and shall be performed and completed **no later than Sixty (60) days from the issued NTP with an estimated completion date of June 23, 2020 and an Administrative Thirty (30) day Project Close-out time frame.** Time is of the essence with respect to the performance of this Agreement.

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

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

completion.

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

3.5 Liquidated Damages: Services to be rendered by the CONTRACTOR shall be commenced subsequent to the execution of this Agreement upon written Notice-to-Proceed from the CITY for all or any designated portion of the Project must be completed by the contract dates specified within the Notice-to-Proceed for construction. Should CONTRACTOR fail to complete the project within this timeframe, daily liquidated damages in an amount consistent with the current Sec. 8-10.2 (FDOT) Florida Department of Transportation Standard Specifications will be assessed.

3.6 Bond. A Payment & Performance Bond will be acquired by the CONTRACTOR and be issued by a surety insurer authorized to do business in this state as surety. CONTRACTOR prior to commencement of work, will record Payment & Performance Bond in the public records of the Clerk of Collier County and furnish a copy of the original recorded Bonds to the CITY Purchasing Department.

ARTICLE FOUR COMPENSATION

4.1. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed **\$129,465.00 that includes an \$11,769.99 CITY controlled Contingency** and shall be paid in the manner set forth in the "Basis of Compensation", which is attached as **EXHIBIT B** and made a part of this Agreement.

ARTICLE FIVE MAINTENANCE OF RECORDS

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

5.2 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE

If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the City of

Naples' Custodian of Public records, the City Clerk at Telephone: 239-213-1015; Email: PublicRecordsRequest@naplesgov.com; Address: 735 8th Street S., Naples, Florida 34102; Mailing address: same as street address.

5.3 The CONTRACTOR shall:

- (a) Keep and maintain public records required by the CITY to perform the service.
- (b) Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 119.0701 F.S. or as otherwise provided by law.
- (c) 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 CITY.
- (d) Upon completion of the contract, transfer, at no cost, to the CITY all public records in possession of the CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If the CONTRACTOR transfers all public records to the CITY 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 CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.

**ARTICLE SIX
INDEMNIFICATION**

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

**ARTICLE SEVEN
INSURANCE**

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

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

8.1. The services to be performed hereunder shall be performed by the CONTRACTOR's own staff, unless otherwise authorized in writing by the CITY. The employment of, contract with, or use of the

services of any other person or firm by the CONTRACTOR, as independent contractor or otherwise, shall be subject to the prior written approval of the CITY. No provision of this Agreement shall, however, be construed as constituting an agreement between the CITY and any such other person or firm. Nor shall anything contained in this Agreement be deemed to give any such party or any third party any claim or right of action against the CITY beyond such as may otherwise exist without regard to this Agreement.

ARTICLE NINE WAIVER OF CLAIMS

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

ARTICLE TEN TERMINATION OR SUSPENSION

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

10.2. If, after notice of termination of this Agreement as provided for in paragraph 10.1 above, it is determined for any reason that the CONTRACTOR was not in default, or that its default was excusable, or that the CITY otherwise was not entitled to the remedy against the CONTRACTOR provided for in paragraph 10.1, then the notice of termination given pursuant to paragraph 10.1 shall be deemed to be the notice of termination provided for in paragraph 10.3 below and the CONTRACTOR's remedies against the CITY shall be the same as and limited to those afforded the CONTRACTOR under paragraph 10.3 below.

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

ARTICLE ELEVEN CONFLICT OF INTEREST

11.1. The CONTRACTOR represents that it presently has no interest and shall acquire no interest,

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

ARTICLE TWELVE MODIFICATION

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

ARTICLE THIRTEEN NOTICES AND ADDRESS OF RECORD

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

City of Naples
735 Eighth Street South; Naples, Florida 34102-3796
Attention: **Charles T. Chapman IV**, City Manager

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

Hannula Landscaping and Irrigation, Inc.
17051 Jean Street, Unit 7; Fort Myers, Florida 33967.
Attention: Dale F. Hannula, President
FEI/EIN Number: On File

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

ARTICLE FOURTEEN MISCELLANEOUS

14.1. The CONTRACTOR assumes toward the CITY a duty of care commensurate with that which is imposed upon persons or firms in contractor's profession. CONTRACTOR will make reasonable efforts to ensure that its employees and agents maintain a professional demeanor and that the work area is compliant with CITY property maintenance and Project standards.

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

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

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

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

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

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

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

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

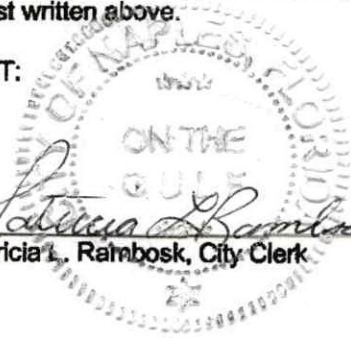
ARTICLE FIFTEEN APPLICABLE LAW

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

END OF ARTICLE PAGE

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

ATTEST:



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

CITY:

CITY OF NAPLES, FLORIDA,
A Municipal Corporation

By: *Charles T. Chapman IV*
Charles T. Chapman IV, City Manager

Approved as to form
and legal sufficiency:

By: *James D. Fox*
James D. Fox, City Attorney

CONTRACTOR:

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

CONTRACTOR:

Lura S. Hannula
Witness
Lura S. Hannula
Witness Printed Name

By: *Dale F. Hannula*
Printed Name: Dale F Hannula
Title: President

FE/EIN Number: On File
A Florida Corporation (FL)

(CORPORATE SEAL)



EXHIBIT A

SCOPE OF SERVICES

The Scope of Services to be provided under this Agreement are included in Attachment A-1 which is attached and made a part of this Agreement and those set out in the Bid, any Addendum(s)(one), City of Naples Website document, screen shot below (titled Attachment A – Contract Plans (5MB), and Vendor's Submittal of (ITB) Invitation To Bid No.20-029, titled US41 Median Restoration Between Fleischmann Blvd and 7th Ave North all herein referenced and made a part of this Agreement.

20-029 US41 Median Restoration Between Fleischmann Blvd and 7th Ave North - ITB

Bid/RFP Status: Closed - no longer accepting bids and proposals

Bid/RFP Due Date: Friday, March 20, 2020 - 2:00pm

Bid/RFP Reference Number:

20-029 US41 Median Restoration Between Fleischmann Blvd and 7th Ave North - ITB

Designer/Engineer: McGee & Associates

Engineer's Estimate: \$116,009.00

[Back to Bids/RFPs](#)

PROJECT DESCRIPTION/ SCOPE OF WORK:

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

SUPPORTING DOCUMENTS



20-029 US41 Median Restoration Between Fleischmann Blvd and 7th Ave North - ITB (2 MB)



ATTACHMENT A - Contract Plans (5 MB)

END OF EXHIBIT A

City of Naples, FL
ITB No. 20-029

US41 Median Restoration Between Fleischmann Blvd and 7th Ave North

PROJECT REQUIREMENTS AND SPECIFICATIONS

A. PROJECT DESCRIPTION/ SCOPE OF WORK:

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

B. AWARD OF BID:

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

C. CONTRACT MANAGEMENT:

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

D. LICENSES AND PERMITS:

Licenses may be required by the State of Florida, Collier County, or the City of Naples to perform all or part of this work. Contractors should investigate and determine if they hold the necessary License(s) prior to bid submittal. Permitting may be required for all or part of the requested work. The contractor will be responsible for investigating and determining if permitting is necessary. The contractor will also be responsible for obtaining permits. The City of Naples has obtained the Florida Department of Transportation General Use Permit to complete the median work on the state road.

At a minimum, vendors must submit the following:

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

3. Prospective vendors must hold the required license for the type of work to be performed at the time their bid response is submitted and for the duration of the contract.
4. Prospective vendors must provide a list of the permit(s) they determined are necessary to perform the requested work.

E. INSURANCE

The City's General Insurance Requirements on page 10 apply. Successful contractor(s) must furnish proof of insurance as per specifications.

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

F. CONDUCT

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

G. CONTRACTORS EQUIPMENT

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

H. DISPOSAL OF DEBRIS

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

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

I. SCHEDULING OF WORK

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

J. PAYMENT REQUESTS, INVOICES AND WORK REPORTS

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

K. NON-PERFORMANCE

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

L. QUALIFICATIONS

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

M. INSPECTION

The City reserves the right to make inspections and tests, when deemed advisable, to ascertain that requirements of the contract are being fulfilled. Should it be found that the standards specified are not being satisfactorily maintained, the City will immediately demand that the contractor comply with the Invitation to Bid to meet these requirements.

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

N. REJECTING DEFECTIVE WORK

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

O. PROTECTION OF FACILITIES, PUBLIC AND PRIVATE PROPERTY

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

P. PROTECTION OF OVERHEAD UTILITIES

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

Q. PROTECTION OF UNDERGROUND UTILITIES

The Contractor will be responsible for following the Florida Underground Facility Damage Prevention & Safety Act (556), OSHA Standard 1926.651, Florida Trench and Safety Act (Chapter 90-96) and obtaining utility locations by calling Sunshine State One-Call of Florida Inc. at 1-800-432-4700. Contractor will have full responsibility for reviewing and checking all information and data for locating all underground facilities.

TECHNICAL SPECIFICATIONS

A. SCOPE OF WORK

These specifications are inclusive of a required guarantee, replacements, clean-up, maintenance services, and maintenance of traffic, all of which shall be included in the unit bid price for each project.

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

B. APPLICABLE DOCUMENTS

1. Plant nomenclature shall conform to the names given in "The New Royal Horticultural Society Dictionary of Gardening", which is the source cited by the current 2015 edition of Florida Grades and Standards for Nursery Plants, by the Florida Department of Agriculture and Consumer Services, Division of Plant Industry (henceforth called Florida Grades and Standards).

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

C. QUALITY CONTROL

1. Substitution of materials and products specified herein, including those meeting "or accepted equal" clauses, shall not be permitted without written authorization from the City.
2. Plants/Trees shall have a growth that is normal for the species and shall be sound, healthy, vigorous and free from insect pests, fungi diseases and injuries.
3. Trees (other than palms) shall be heavily branched and shall have a dominant leader and no crossing branches.

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

to the specific projects (work orders) and species designated by the City. Certificates of nursery origin may be required for plant/tree materials not tagged by the Contractor with the City.

D. CERTIFICATE OF INSPECTION

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

E. MEASUREMENTS

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

F. PLANT MATERIAL

1. The words "Plant Materials" or "Plants" or "Trees" refer to and include trees and palms. "Plant Materials" shall also refer to accent plants, ground covers and woody ornamentals. When the words "palms" or "palm trees" are utilized, no reference to other tree types is intended. When the words "trees (excluding palms)" are utilized, no other reference to palm trees is intended.
2. Plant species shall conform to those species and cultivars indicated on the plans and in the specifications.

3. Plants shall be sound, healthy, vigorous, free from plant diseases, insect pests or their eggs and shall have healthy normal growth and root systems. Tree trunks shall have the specified caliper, straight with no fresh cuts, fissures, scrapes, or scars, and shall have the specified clear trunk height, overall height, spread, and rootball size, as applicable. Container grown plants material shall be "Florida Fancy" as described in Florida Grades and Standards, Shrubs, Groundcovers, and Vines.
4. The species and varieties furnished by the Contractor shall include those listed below and/or substitutions mutually agreed upon by the Contractor and the City. The basis to be used for comparison of plants to be substituted in the respective categories shall be plant descriptions and wholesale prices as described in Betrock Information Systems' PlantFinder.
5. Trees/Palms are required to be field grown:
 - a. Field Grown: Shall have the appropriate root ball size based on the tree's trunk diameter (caliper) and/or height as established by the Florida Grades and Standards. Root ball depth on balled and burlapped (B&B) stock shall be at least 2/3 of the rootball diameter shown. Field grown trees should be properly root-pruned and hardened-off in the nursery for a period of 45-90 days, and will be inspected by the City for new root growth.
 - 1) Field grown balled and burlapped (B&B) trees are usually specified on the unit bid price plant list, however upon City approval, well established non-root bound container plants may be substituted for B&B material, when all other requirements, specifications, and unit bid prices of B&B trees are adhered to.
 - 2) Natural fabric burlap is to be utilized. Synthetic woven plastic fabrics and wire baskets are prohibited unless the City provides written approval.
6. Collected plants shall not be used unless specifically called for in the specifications or accepted in writing by the City. The type, size, and availability of specific species will be the basis of selection of any collected plants.
7. All plants for this project are to be secured from state registered nurseries within the south Florida area (as defined by Betrock Information Systems' PlantFinder geographic regions) unless authorized in writing by the City.

G. WATER

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

H. GUYING AND STAKING MATERIAL

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

I. GENERAL

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

J. LAYOUT OF PLANTING HOLES

1. The approximate location of some existing above-ground and underground utilities, structures, and other improvements are shown on the landscape plans for general information purposes only, and are not to be relied upon nor regarded as relieving the Contractor of responsibility for verifying exact field locations. All such improvements shall be investigated and verified in the exact field before starting work.
2. Should the Contractor encounter overhead or underground obstructions, median modifications, or other conditions which interfere with the specified locations for plantings, then the Contractor shall immediately notify the City and alternate planting locations or plan modifications will be selected and approved by the City. Trees which cannot be adjusted to accommodate such

conditions and still adhere to clear site spacing and clear zone requirements, will be eliminated.

3. Before digging of planting holes, the location and arrangement of the planting shall be marked by the Contractor. The Contractor shall notify the City a minimum of 48-hours in advance (excluding weekends and/or holidays). The City shall reserve the right to approve or reject all marked tree locations which shall conform to the requirements of the specifications, plans, and details unless otherwise addresses above.

K. TREE AND PALM INSTALLATION

1. All planting holes shall be excavated to size and depth specified herein and in accordance with the plans and details, and backfilled with the prepared Planting Soil Backfill Mix as specified. The general planting procedures for all trees and palms, whether B&B or container grown, are similar except as noted below.
 - a. Container-grown trees and palms:
 - 1) Any container-grown (CG) plants which have become pot-bound or for which the top system is too large for the size of the container, shall be rejected.
 - 2) CG plants shall not be removed from the container until immediately before planting, and with all due care to prevent damage to the root system. At such time, all containers shall be cut and opened fully, in a manner that will not damage the root system.
 - 3) Trees in containers shall be carefully removed from the pots, cans, boxes, or other containers in a manner not to damage the roots or the rootball of soil formed by the container. Scraping the rootball in the side and bottom to stimulate new root growth outside of the existing rootball should be performed prior to placement into the hole.
 - b. Balled and Burlapped Trees and Palms: Always move B&B plants (except heavy trunked palms) by the rootball only. Never use the trunk as a handle to pick up or move these trees. Care should be taken not to disturb the rootball, as this would severely damage the root system. Removal of all the burlap before planting is not necessary (if it is biodegradable fabric), although the top one-third (1/3) of the burlap shall be pulled back and cut off.
 - c. Palms: Generally, procedures for planting balled and burlapped trees are suitable for palms. Palms shall be harvested with a rootball appropriate for the size and species of palm per the current Florida Grades and Standards. Foliage of all palm species except Sabal

palmetto shall have the leaves tied with a biodegradable twine or burlap in a bundle around the bud. Fronds shall be untied by the time of the first quarterly inspection. Unless the Contractor deems this to be detrimental to the palm. Complete leaf removal at the time of digging is required when planting Sabal palmetto, however, protection is required for heart frond and bud.

2. Circular planting holes with vertical sides shall be excavated for all trees. The diameter of planting holes for all trees shall be a minimum of 1.5 times larger than the rootball, per planting details, unless prevented by site obstructions or otherwise authorized in writing by the City. The depth of each planting hole shall be not less than 6" deeper than the height of the root ball or container as applicable and as per planting details.
3. Trees shall be set in planting holes on specified prepared planting soil mix backfilled and brought to a height to permit the top of the rootball to be 2" above the surrounding finish grade at the completion of tree installation. This allows for some settling such that the final planting will be at the same depth the plants grew in the nursery. All trees shall be planted in a vertical position (plump). All trees shall be handled by a padded nylon strap around the rootball for lifting purposes. Heavy-trunked palms may be lifted by the trunk provided the lifting strap is padded.
4. After placing the tree in the hole, the planting soil specified herein shall be slowly watered into plant in layers and then firmly tamped to eliminate voids and air pockets and to ensure the backfill mixture is surrounding the rootball. Do not overly compact the soil to the point that it would be detrimental to the tree's health. All tamping shall be such that no trees will settle below their original growing height and the surrounding finish grade. Do not mound any soil over the roots.
5. For water retention, a minimum 6" high circular earthen berm (water ring) shall be formed around each tree such that the inside edge is located at the perimeter of the 6' wide planting hole.
6. All trees shall be thoroughly watered at the time of planting and kept adequately watered to ensure healthy Florida Grade No. 1 trees until time of final acceptance. No allowances will be made for tree or palm losses due to lack of adequate or proper watering. Following initial acceptance the watering requirements shall be complied with.
7. Pruning shall be done on-site after planting (with due regard to the natural form and growth characteristics of each specie) to remove damaged limbs, to remove branches falling within the required clear site window, or as directed to improve overall plant appearance. Do not remove more than 15% of branches unless otherwise approved by the City in writing. Pruning methods

shall follow standard horticultural practices using appropriate tools. Lopping, shearing, or topping of plant material will be grounds for rejection. Damaged, scarred, frayed, split, or skinned branches, limbs, or roots shall be pruned back to live wood, unless such damage, once so corrected, causes the tree to not meet Florida Grade No. 1 standard, thus requiring tree replacement at no additional expense to the City. The central leader or bud shall be left intact unless severely damaged, in which case the tree will be replaced at no additional expense to the City. Remove any tree leader dowels and fasteners at the time of planting.

8. During the course of planting, excess and waste materials shall be removed by the end of each day's operations. When planting in an area has been completed, all debris from planting operations shall be removed and the area maintained in this finished state until final acceptance.

L. GUYING AND STAKING

1. Guy and stake plant materials as specified and detailed to assure upright form, and in accordance with the following:
 - a. All trees with calipers smaller than 2-1/2" shall be staked with three (3) vertical stakes 120° apart. All trees with calipers between 2-1/2" and 4-1/2" inclusive shall use four (4) vertical stakes 90° apart. All stakes shall be 2"x4" (with length sized relative to tree height such that stakes reach the height of major branching), set vertically at least two (2) feet into the ground, and at least 12" deep into undisturbed soil, and also set against the planting hole wall. The tree shall be centered within the stakes and held firmly in place by Wellington Tape (or accepted equal), and tied to the stake and the tree to prevent slippage. Tighten guying tape as necessary to ensure tree is secured in upright position.
 - b. Heavy-trunked palm trees and trees with calipers over 4-1/2" shall be braced with a minimum of four (4) 2"x4" wood braces (with length sized relative to tree height), toe-nailed to 2"x4"x12" minimum battens which are tightly secured at two points to the tree (with 1" steel banding), at a point at least 1/3 the clear trunk height. Provide one (1) batten per brace minimum with additional battens as needed to prevent banding from touching trunk. The braces shall be set at an angle between 45° and 60° to the ground. The trunk shall be padded with five (5) layers of burlap under the battens (except Washington palms). Braces shall be approximately 90° apart and secured underground by 2"x4"x12" minimum anchor stake pads hammered such that the deepest point is at least ten (10) inches below finish grade. Anchor stake pads shall not be exposed more than 2" above finished grade and be located no farther from the trunk than 6" from the outside toe of the earth berm around the saucer. The tree shall be centered within the braces.

2. All trees and palms shall be staked/braced on the same day as installed, and at no time shall any newly planted tree or palm remain without stakes for more than 24-hours after installation. The City may prohibit completion of any further work until all plant material has been appropriately staked.
3. The Contractor's guying and staking shall prevent trees from falling or being blown over (including by high winds). The Contractor shall re-straighten, replant, and restake all trees which lean or fall, and remove all trees which are damaged due to lack of proper guying and staking within two (2) working days of notification by the City. The City will determine if the fallen tree is damaged and is to be replaced. Such decision shall not be cause for additional expense to the City. Damaged trees shall be replaced and guyed or staked at no additional cost to the City within 30 calendar days of notification occurring at quarterly inspections.
4. All guys and stakes found to be loose or damaged shall be repaired, tightened, and/or replaced within two (2) calendar days of notification by the City at no cost to the City. Guys and stakes shall be dully maintained to provide adequate structural support for the plant providing a neat, orderly and clean appearance. In case of stake or brace damage caused by circumstances beyond those covered in the contract, such as vehicular accidents, the Contractor shall replace damaged stakes as specified by the City at bid price.
5. At the Contractor's discretion, all guying and staking material should be removed between the sixth (6th) and twelfth (12th) months following planting. At the Contractor's option, the anchor stake pads shall be either completely removed or driven into the ground such that the top of the stake is a minimum depth of 4" below grade. The Contractor shall notify the City fifteen (15) calendar days prior to removing guying and staking material. Removal of guying and staking materials shall not relieve the Contractor of any responsibilities of any warranted materials that may be in place.

M. MAINTENANCE PRIOR TO INITIAL ACCEPTANCE (AT INSTALLATION)

The Contractor's maintenance shall commence after each plant is planted and shall continue until Initial Acceptance (at installation), after which the formal minimum twelve (12) month maintenance/guarantee period shall commence. All maintenance operations before and after Initial Acceptance (at installation), shall be conducted consistent with specifications, which includes the guarantee and replacement requirements.

The Contractor shall maintain Florida Grade No. 1 quality until final acceptance. This plant maintenance shall include watering, pruning, weeding, cultivating, mulching, fertilizing, repairing or replacing stakes and guys, replacement of sick or dead plants, resetting plants to proper grades or upright position, restoration of the circular earth

berm around the saucer, protection from insects and diseases, and all other care required for proper growth and health of the plant. Proper protection of grassed areas shall be provided and any damages resulting from planting or maintenance operations shall be repaired promptly. If determined to be necessary by the City, disturbed areas shall be re-sodded to match existing turf at no additional cost to the City.

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

1. **Elimination of Existing Vegetative Cover:** shall conform to the specifications.
2. **Site Preparation of Planting Beds:** The site is to be prepared for planting by the removal of debris such as sticks, rocks, roots and liter. The area to be planted shall be excavated to a depth of 18" and backfilled to a level of final grade with a soil mix comprised of 50% sand and 50% screened organic material such as screened muck or compost, guaranteed as weed free. All excavated material is to be removed from the planting site.
3. **Installation of Plant Materials:** Plant Materials shall be removed from containers prior to planting. Any rootballs containing regions of compacted or encircling roots shall be loosened by marking vertical cuts in the root mass. Plant Materials shall be placed in holes that are slightly larger than the diameter of the rootball with the top of the rootball to be at or slightly above finished grade. "Terrasorb AG", or accepted equal, is to be added to the planting hole at a rate of ¼ oz. (1 tsp.) per gallon of rootball being installed, prior to backfilling. Backfilling shall be made with specified soil mixture and shall be firmly compacted and water-in, so no air pockets remain.
4. **Pre-emergent Herbicide Application and Mulching:** The planted bed shall receive a pre-emergent granular herbicide application using "Ronstar G", or accepted equal, applied using methods and rates as specified on the manufacturer's label prior to the application of mulch. Mulch products used in bed planting shall conform to the specifications.

M. IRRIGATION SYSTEM

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

References.

ASTM D1785-04 Standard Specification for Poly (vinyl chloride) (PVC) Plastic Pipe, Schedules 40, 80 and 20
ASTM D2464-99 Standard Specification for Threaded Poly (vinyl chloride) (PVC) Plastic Pipe Fittings, Schedule 80

ASTM D2466-02 Standard Specification for Poly (vinyl chloride) (PVC) Plastic Pipe Fittings, Schedule 40
ASTM D2855-96(2002) Standard Practice for Making Solvent - Cement Joints with Poly (vinyl chloride) (PVC) Pipe and Fittings
AWWA C509-AWWA Standard for Resilient Seated Gate Valves for Water Supply Service.
AWWA C605-AWWA Standard for Installation of Polyvinyl Chloride Mains and Their Fittings

Irrigation Piping: All pipe main line irrigation piping; lateral irrigation piping and pipe sleeves shall be made of 2,000 psi hydrostatic design stress compounds designated PVC 1120 and conform to the requirements of ASTM D1785. Threaded pipe and fittings shall be Schedule 80. Threaded fittings shall conform to ASTM D2464. Unthreaded pipe and fittings shall be Schedule 40 with solvent-cemented joints. Cemented joints and fittings shall comply with ASTM 2466 and ASTM 2855. All PVC pipe furnished for reclaimed water use shall be colored Pantone Purple 522C, with light stable color pigments. Branch line from irrigation piping to sprinkler irrigation heads shall be polyethylene piping and fittings colored for reclaimed water service. Polyethylene piping and fittings shall be 150 psi rated.

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

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

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

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

Installation.

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

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

Hydrostatic Testing: Pressure shall be tested hydrostatically after completion of laying and before backfilling. Pressure piping and valves shall be statically tested at 150 psi. The test pressure shall be maintained for a period of two hours and be measured at the high point in the line. All air shall be expelled from the line before applying the test pressure. Exposed pipe joints and other potential leak sources shall be carefully examined for leaks.

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

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

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

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

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

Foreign material shall be prevented from entering the pipe while it is being placed in the trench. During laying operation, no debris, tools, clothing or other materials shall be

placed in the pipe. As each length of pipe is placed in the trench the joint shall be assembled and the pipe brought to correct line and grade. The pipe shall be secured in place with approved backfill material.

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

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

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

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

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

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

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

RECEIVED MAR 20 2020


ADDENDUM NUMBER 1

NOTIFICATION DATE:	SOLICITATION TITLE:	SOLICITATION NUMBER:	BID OPENING DATE & TIME:
3/12/2020	20-029 US41 Median Restoration - ITB	20-029	3/20/2020 2:00PM

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

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

- There will be a 90-day establishment period after the project initial acceptance. After the 90-day establishment period, the City will release retainage

The following answer to written submitted question:

1. Please provide bid form pay item(s) for the 18" depth excavation and planting soil mix importation as referenced in the invitation for bid, page 42, under article N., 2. for all planting areas. The Bid Form pay items '110-1-1' and 'SSI-1' do not currently reference these +/- 2,200 cu yds of excavation, removal and subsequent replacement with import soil mix. These two pay items only reference removing existing surface vegetation and scarifying to 8-10" depth in all planting areas and contradict in description the 18" soil replacement at this time.?

ANSWER: Section N paragraph 2 on page 42 of the solicitation is hereby deleted.

2. What type of mulch is required? The Bid Schedule states Grade "A" However it does not specify a type. I am aware that the City uses a "brown type". Please confirm and the manufacturer?

ANSWER: The mulch should be Grade "A", color brown.

3. What is the specification for the lateral line piping? Class 200 or Schedule 40. Is it to be purple or white in color? (Plans say Schedule 40 and Bid schedule Class 200).

ANSWER: Class 200 - purple pipe.

4. Is a bid bond required?

ANSWER: Reference Bid Document page 15.

5. Are performance and payment bonds required?

ANSWER: Reference Bid Document page 15.

IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET

6. Are the bonds to be included in the mobilization portion of the bid schedule?

ANSWER: Reference Bid Document page 15.

7. When can we invoice for the mobilization? At the notice of commencement, or do we have to wait for a period of time? If waiting is required what is the time-line?

ANSWER: Pursuant section J pages 29 & 30 of the bid document "Invoices must be submitted after work is completed with a detailed description of the work performed."

8. Can we invoice for the total amount of the mobilization? Is 10% held from the mobilization? If so, for how long?

ANSWER: Yes, pursuant section A, page 14 of the bid document "RETAINAGE; As a method to assure completion of the total project for projects over a total amount of \$100,000, retainage in the amount of ten percent (10%) of all work completed will be withheld from the payment. The retainage will be released upon completion of the City's final inspection and submission of completed CITY OF NAPLES RELEASE AND AFFIDAVIT FORM."

9. What are the payment terms?

ANSWER: Pursuant section J pages 29 & 30 of the bid document "Invoices must be submitted after work is completed with a detailed description of the work performed."

10. Is this a 120 Day project?

ANSWER: Pursuant Item A, page 14 of the bid document, "The resulting contract will commence on award and be in effect until completion of the project. Services to be rendered by the contractor shall be commenced subsequent to the execution of this Agreement upon written Notice to Proceed from the City for all or any designated portion of the Project must be completed by no later than Sixty (60) days from the issued Notice to Proceed. Should contractor fail to complete the project within this timeframe, daily LIQUIDATED DAMAGES in an amount consistent with the current Sec. 8-10.2 Florida Department of Transportation Standard Specifications will be assessed."

11. What are the intervals for submitting payment requests during the project time-line?

ANSWER: ANSWER: Pursuant section J pages 29 & 30 of the bid document "Invoices must be submitted after work is completed with a detailed description of the work performed."

12. There are no bubblers on the palms in median #18. Are they to be installed with extra piping and directional boring for an extended bubbler line?

ANSWER: There are no bubblers required on median 18.

13. Are we responsible for replacing plants that are specified "to remain" if they are damaged while we are trenching back of curb for the irrigation lateral lines? If so, please provide an allowance as an alternate on the bid schedule.

ANSWER: Any damaged caused to existing conditions will be the responsibility of the contractor; Reference Bid Document page 30-31.

14. How much gray wood is required for the royal palms?

ANSWER: Reference Bid Tab page 23; 12 foot of clear trunk.

15. Is fertilizer required? If so, specify the quantity of bags and analysis?

IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET

ANSWER: No.

16. Page 41 Section M. Is there a 12-month maintenance program required for this project? If so, please add to the bid schedule.

ANSWER: The 12-month maintenance program is no longer required.

17. If maintenance is required for 12 months, when does it commence?

ANSWER: Please reference question 16.

18. If maintenance is required, please provide the specifications for the maintenance program.

ANSWER: Please reference question 16.

19. If maintenance is required for 12 months, when is our payment issued for the installation portion of the project?

ANSWER: Please reference question 16.

20. If maintenance is required for 12 months and payment is issued for the installation portion of the project what percentage is held back? How long is it held back for the installation portion?

ANSWER: Please reference question 16.

21. Is retainage held at 10%?

ANSWER: Please reference question 8.

22. If maintenance is required for 12 months is there a retainage held on that work? If so, at what percent?

ANSWER: Please reference question 16.

23. Who removes the tree staking? When is it removed?

ANSWER: Owner will remove.

24. Sheet 42 N-2. Is this provision to be deleted? It is understood that there is no soil excavation to 18" depth and no soil replacement required for this bid. Is that correct?

ANSWER: There is NOT a soil replacement component to this project.

25. How many reference forms are required for this project?

ANSWER: Please reference page 14 of the bid document.

26. Are we to include the reference forms with our bid as they are to be sent directly to the City form the respondents?

ANSWER: Please reference pages 12 & 13 of the bid document.

27. When will questions be answered? Please allow enough time to prepare our bids after answering questions.

ANSWER: Please refer to page 3, section 12 of the bid document.

IMPORTANT MESSAGE

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

28. Will temporary lane closures be aloud during day time as described in the bid documents under "Scheduling of Work"

ANSWER: FDOT permitting does not allow for lane closures.

29. The Ligustrum Japonicum are spec at 3.5" cal. And multi trunk, are you looking for each trunk to be 3.5" cal. or is it a combination of all?

ANSWER: Combination.

30. Queen Crap Myrtle in a 5.5" caliper appears to be unavailable please advise if a substitution will be allowed?

ANSWER: Queen Crape Myrtle are the specified tree.

31. It appears that we are utilizing the existing irrigation mainline, valves, decoders and wiring. If that is the case do we bid it like it is in good working order.

ANSWER: The irrigation system is currently in working order.

32. Will the company chosen be in control of the irrigation controller?

ANSWER: Yes, within limits.

33. Is maintenance though the warranty period or just substantial completion? If it's the warranty please provide a maintenance schedule.

ANSWER: Maintenance is through City acceptance.

34. When is the anticipated start date?

ANSWER: Notice to Proceed will be issued as soon as the contract is approved, mid-April is target.

35. In reviewing the plant specifications for Bid Number 20-029 US 41 Median Restoration Between Fleischmann Blvd. And 7th. Ave. North, we have checked with our suppliers throughout Florida and have not found the following trees at the specifications indicated. Please provide an alternate or a supplier that can provide the specifications indicated.

ANSWER: Specification for the Queen's crape; 45 gal, greater than or equal to 7' ht., 3" caliper. Additionally, there will be no Tabebuia spp. trees or the TC or TI for this project.

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IMPORTANT MESSAGE

PLEASE ACKNOWLEDGE RECEIPT OF THIS ADDENDUM ON THE BID COVER SHEET

EXHIBIT B

BASIS OF COMPENSATION

As consideration for providing the Services as set forth in the Agreement, the CITY agrees to pay, and the CONTRACTOR agrees to accept payment on a time and reimbursement cost basis as indicated in Attachment B-1 which is attached and made a part of this Agreement. The CITY is adding a separate \$11,769.99 CITY controlled Contingency to the issuance of this Agreement making the total amount of the Agreement at \$129,465.00.

Retainage of (10%) ten percent will be a part of said agreement and future payments.

END OF EXHIBIT B

11/11/2019 10:00:00 AM

BID TABULATION

ITB 20-029

US 41 MEDIAN RESTORATION BETWEEN FLEISCHMANN BLVD AND 7TH AVE NORTH

ITEM #	SYM	DESCRIPTION	Unit	Qty.	Installed Unit Price	Project Totals
A - GENERAL MAINTENANCE						
101-1		MOBILIZATION	LS	1	\$ 5,400.00	\$ 5,400.00
102-1		MAINTENANCE OF TRAFFIC	LS	1	\$ 3,075.00	\$ 3,075.00
110-1-1		CLEARING & GRUBBING (REMOVAL OF SPECIFIED EXISTING SURFACE VEGETATION)	SY	3,663	\$ 1.09	\$ 3,992.67
A - GENERAL MAINTENANCE SUB-TOTAL						\$ 12,467.67
B - LANDSCAPE - SMALL PLANTS						
580-1-1	ABR	AECHMEA BLANCHETIANA 'RASPBERRY' / RASPBERRY BROMELIAD ; 10" POT; 1.5' X 1.5'; 4' OC	EA	114	\$ 29.70	\$ 3,385.80
	AG	ARACHIS GLABRATA 'ECOTURF' / PERENNIAL PEANUT; #1 GAL; 6" X 1'; 1.5' OC	EA	4530	\$ 3.96	\$ 17,938.80
	BSH	BOUGAINVILLEA SPECTABILIS 'HELEN JOHNSON' / DWARF BOUGAINVILLEA; #3 GAL; 1.5' X 1.5'; 4' OC	EA	341	\$ 8.91	\$ 3,038.31
	BXN	BOUGAINVILLEA SPP. 'NEW RIVER' / PURPLE BOUGAINVILLEA; #3 GAL; 1.5' X 1.5'; 4' OC	EA	70	\$ 9.90	\$ 693.00
	SJ	STRELITZIA JUNCEA / LEAFLESS BIRD OF PARADISE; #3 GAL; 2' X 2'; 3' OC; 3 PPP; FULL; 5' OC; SEE PLAN	EA	18	\$ 49.50	\$ 891.00
B - LANDSCAPE - SMALL PLANTS SUB-TOTAL						\$ 25,946.91
C - LANDSCAPE - LARGE PLANTS						
580-1-2	IA	ILEX X ATTENUATA 'EAST PALATKA' / EAST PALATKA HOLLY; 5" CAL; 14' OA X 6' SPREAD; 42" DIA ROOT BALL; FG B&B; SEE PLAN	EA	2	\$ 1,202.00	\$ 2,404.00
	LJ	LIGUSTRUM JAPONICUM / LIGUSTRUM TREE; FG B&B; 3.5" CAL; 8' X 6'; MULTI (4); 36" DIA ROOT BALL; SEE PLAN	EA	2	\$ 543.00	\$ 1,086.00
	LM	LAGERSTROEMIA X 'MUSKOGEE' / CRAPE MYRTLE - WHITE; #30 GAL; 8'-10' X 4'-5"; MULTI (4); SEE PLAN	EA	17	\$ 230.00	\$ 3,910.00
	LS	LAGERSTROEMIA SPECIOSA / QUEEN'S CRAPE MYRTLE - LAVENDER; 5.5" CAL; 14' OA X 8' SPR; 50" DIA ROOT BALL; FG B&B; 40 LF ROOT BARRIER; SEE PLAN	EA	7	\$ 439.00	\$ 3,073.00
	PE	PTYCHOSPERMA ELEGANS / ALEXANDER/SOLITAIRE PALM; FG B&B; 4" CAL; 10' CT; 28" ROOT BALL; 5 LEAFLETS; SEE PLAN	EA	19	\$ 501.00	\$ 9,519.00
	RE	ROYSTONIA ELATA / FLORIDA ROYAL PALM; FG B&B; 23" CAL; 12' CT; 50" DIA ROOT BALL; 5 LEAFLETS; SEE PLAN	EA	1	\$ 940.50	\$ 940.50
	TC	TABEBUIA CHRYSOTRICHIA / GOLDEN TRUMPET; 5.5" CAL; 14' OA X 8' SPR; 50" DIA ROOT BALL; FG B&B; 40 LF ROOT BARRIER; SEE PLAN	EA	0	\$ -	\$ -
	TI	TABEBUIA IMPETIGINOSA / PURPLE TRUMPET; 5.5" CAL; 14' OA X 8' SPREAD; 50" DIA ROOT BALL; FG B&B; 40 LF ROOT BARRIER; SEE PLAN	EA	0	\$ -	\$ -
	WB	WODYETIA BIFURCATA / FOXTAIL PALM; FG B&B; 6" CAL; 10' CT; 30" ROOT BALL; 5 LEAFLETS; SEE PLAN	EA	4	\$ 564.00	\$ 2,256.00
C - LANDSCAPE - LARGE PLANTS SUB-TOTAL						\$ 23,188.50
D - IRRIGATION SYSTEM						
		ROOT BARRIER				
		20 L.F. RIGID PLASTIC 24" DEPTH INTERLOCKING ROOT BARRIER AT EACH LOCATION	EA	14	\$ 117.00	\$ 1,638.00
		SOIL ENHANCEMENT				\$ -
	SSI-1	SOIL STRUCTURE IMPROVEMENT; SCARIFY/LOOSEN 8"-10" DEPTH;	SY	3663	\$ 1.11	\$ 4,065.93
0580 1 1 & 2		MULCH				\$ -
		GRADE "A" 2 CU. FT. BAGS, 3" DEPTH PER FDOT INDEX 544	BAGS	3365	\$ 4.60	\$ 15,479.00
590-70		IRRIGATION SYSTEM				\$ -
		RAINBIRD 1800 SERIES SPRAY SPRINKLERS WITH MPR & VAN ADJUSTABLE SERIES NOZZLES. RADIUS & PATTERN VARIES. MODEL No. 1812-PRS-NPCAP, 12" POP-UP SPRAY SPRINKLERS. INCLUDES PVC PANTONE PURPLE 522C 1120-1220 CLASS 200 SOLVENT WELD LATERAL PIPING FROM ZONE VALVES TO & BETWEEN BUBBLER FLEX PIPING AT TREE LOCATIONS.	EA	485	\$ 67.00	\$ 32,495.00
		FURNISH & INSTALL: IRRITROL 533 ADJUSTABLE FLOOD BUBBLERS. INCLUDES PVC PANTONE PURPLE 522C 1120-1220 CLASS 200 SOLVENT WELD LATERAL PIPING FROM ZONE VALVES TO & BETWEEN BUBBLER FLEX PIPING AT TREE LOCATIONS.	EA	71	\$ 34.00	\$ 2,414.00
D - IRRIGATION SYSTEM SUB-TOTAL						\$ 56,091.93
A - GENERAL MAINTENANCE SUB-TOTAL						\$ 12,467.67
B - LANDSCAPE - SMALL PLANTS SUB-TOTAL						\$ 25,946.91
C - LANDSCAPE - LARGE PLANTS SUB-TOTAL						\$ 23,188.50
D - IRRIGATION SYSTEM SUB-TOTAL						\$ 56,091.93
PROJECT TOTAL:						\$ 117,695.01

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

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

PERCENT AND/OR TERMS FOR EARLY PAYMENT	Payment Options	
	YES	NO
is there a discount for a credit card payment?		<input checked="" type="checkbox"/>
is there an additional charge for credit card payment?		<input checked="" type="checkbox"/>
Discount for early payment?		<input checked="" type="checkbox"/>
Prompt payment terms: % Days: Net 30 Days		<input checked="" type="checkbox"/>

Company Name: Hamula Landscaping and Irrigation, Inc.

EIN: 65-0375795

Email: ahamula@hamulalandscaping.com

Name and Title of individual completing this schedule:

Dale F. Hamula

President

(Printed Name)

(Title)

(Signature)

March 30th 2020

(Date)

EXHIBIT C

GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

The Certificate must state the bid number and title.

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

The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

[If other insurance or insurance requirements or any waivers, attach as Exhibit C-1 through C-__]

EXHIBIT D

CERTIFICATION OF COMPLIANCE WITH IMMIGRATION LAWS

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

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

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

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

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

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

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

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

Executed this 15th day of April, 2020.

By: 