

CONTRACTOR'S AGREEMENT

Clerk's Contract Tracking No. 2023-15044

ITB 23-008 Tree and Palm Fill-in Planting - ITB

THIS INDEPENDENT CONTRACTOR'S AGREEMENT (hereinafter this "Agreement") is made and entered into this **1st day of March 2023** by and between the **City of Naples** (the "CITY") and **Hannula Landscaping and Irrigation, Inc.**, a Florida Corporation authorized to do business in the State of Florida (hereinafter "CONTRACTOR").

WITNESSETH

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

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

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

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

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

WHEREAS, CONTRACTOR was the successful bidder for an advertised Invitation to Bid identified as ITB 23-008 Tree and Palm Fill-in Planting - ITB which satisfies the CITY's Procurement Policy Sec. 2-663; and

WHEREAS, CONTRACTOR agrees to provide such goods and services as more particularly described in this Agreement, as well as in any bid documents (ITB 23-008) issued in connection with this project.

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

1. **Recitals.** The foregoing recitals are true and correct, constitute a material inducement to the parties to enter into this Agreement, and are hereby ratified and made a part of this Agreement.
2. **Description of Work.**
 - a. The CITY hereby retains CONTRACTOR to furnish goods and services as described in the **Scope of Services, which are attached hereto as Exhibit "A"** and

incorporated herein by reference. Any conflict between the terms and conditions in the body of this Agreement and the terms and conditions set forth in Exhibit "A" will be resolved in favor of the body of this Agreement.

- b. CONTRACTOR must provide all permits, labor, materials, equipment, and supervision necessary for the completion of the Scope of Services, unless specifically excluded.
- c. CONTRACTOR must also comply with, and abide by, all requirements as contained in invitation to Bid (ITB), bid specifications, engineering plans, shop drawings, material lists, or other similar documents issued for this project by the CITY, together with any addenda, including all hereinafter the "**Bid Documents**, as applicable." The **Bid Documents**, if applicable, are hereby incorporated into this Agreement by reference and are declared to be material part of this Agreement.

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

- a. CONTRACTOR will commence work under this Agreement upon receipt of a Notice to Proceed (hereinafter "NTP").
- b. Liquidated damages will be assessed against CONTRACTOR in an amount consistent with the current Section 8-10.2 Florida Department of Transportation Standard Specifications for each day after that the work contemplated by this Agreement is incomplete based on a NTP and its stated time frame of completion.
- c. This Agreement will commence on award and be in effect until completion of each phase of the indicated projects. Phase-I will be awarded per FY2023 Schedule of Values and work will begin upon the City of Naples issuing the contractor a Phase-I Notice to Proceed (NTP) and must be completed within 50 business days of the NTP. Phase-II FY 2024 Schedule of Values work will begin upon the City of Naples issuing the contractor a Phase-II NTP and must be completed within 50 business days of the Phase-II NTP.

4. **Payment.**

- a. The CITY agrees to compensate CONTRACTOR, for work actually performed under this Agreement, at the rate or basis described in **Exhibit "B"**, which is attached hereto and incorporated herein by reference. The total compensation to be paid the CONTRACTOR by the CITY for all Services is not to exceed a Department's Fiscal Year Adopted Budget and is estimated at **\$380,828.00 for FY2023 Phase-I and an estimated amount of \$300,000.00 for FY2024 Phase-II. Phase-II Bid Schedule expenditures are contingent upon the City Council's FY2024 Budget Approval and private donations received by the date of the NTP.** CONTRACTOR must perform all work required by the Scope of Services stated, but in no event will CONTRACTOR be paid more than the negotiated amount set forth in an agreed upon Change Order in writing signed by both Parties.
- b. Progress payments, if any, will be made as set forth in an NTP.
- c. The CITY reserves the right to withhold amounts in the event of the nonperformance of all or part of CONTRACTOR's obligations. CONTRACTOR must, without additional

compensation, correct and revise any errors, omissions, or other deficiencies in its work product, services, or materials arising from the error or omission or negligent act of CONTRACTOR.

5. **Acceptance of work product, payment, and warranty.** Each final invoice will be processed, upon completion of the CITY's final inspection and the CONTRACTOR'S submission of a completed CITY OF NAPLES RELEASE AND AFFIDAVIT FORM as identified in ITB 23-008.

a. Quality Guarantee/ Tree or Palm Warranty

a.1 CONTRACTOR agrees to replace defective work and defective trees and palms. The Owner's Representative shall make the final determination if trees and palms meet these specifications or that trees and palms are defective.

Tree and palm warranty shall begin on the date of Substantial Completion Acceptance and continue for the following periods, classed by tree or palm type:

a. Hardwood trees – 1 Year

b. Palms – 1 Year.

a.2 When the work is accepted in parts, the warranty periods shall extend from each of the partial Substantial Completion Acceptances to the terminal date of the last warranty period. Thus, all warranty periods for each class of tree or palm, shall terminate at one time.

a.3 All trees and palms shall be warrantied to meet all the requirements for tree or palm quality at installation in this specification. Defective trees and palms shall be defined as trees and palms not meeting these requirements. The Owner's representative shall make the final determination that trees and palms are defective.

a.4 Trees and palms determined to be defective shall be removed immediately upon notification by the Owner's Representative and replaced without cost to the Owner as soon as weather conditions permit and within the specified planting period.

a.5 Any work required by this specification or the Owner's Representative during the progress of the work, to correct tree or palm defects including the removal of roots or branches, or planting trees and palms that have been bare rooted during installation to observe for or correct root defects shall not be considered as grounds to void any conditions of the warranty. In the event that the Contractor decides that such remediation work may compromise the future health of the tree or palm, the tree or palm in question shall be rejected and replaced with trees and palms that do not contain defects that require remediation or correction.

a.6 The Contractor is exempt from replacing trees and palms, after Substantial Completion Acceptance and during the warranty period, that are removed by others, lost or damaged due to occupancy of project, lost or damaged by a third party, vandalism, or any natural disaster.

a.7 Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification. Make all

necessary repairs due to tree or palm replacements. Such repairs shall be done at no extra cost to the Owner.

a.8 The warranty of all replacement trees and palms shall extend for an additional one-year period from the date of their acceptance after replacement. In the event that a replacement tree or palm is not acceptable during or at the end of the said extended warranty period, the Owner's Representative may elect more replacement items or credit for each item. These tertiary replacement items are not protected under a warranty period.

a.9 During and by the end of the warranty period, remove all tree wrap, ties, and guying. All trees must be able to remain upright, without staking material by the end of the warranty period. If a tree is unable to support itself, the tree will be rejected.

b. End of Warranty Final Acceptance - Acceptance of trees and palms at the end of the warranty period.

b.1 At the end of the warranty period, the Owner's Representative shall observe all warranted work.

b.2 End of Warranty Final Acceptance will be given only when all the requirements of the work under this specification.

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

6. Termination.

a. Termination at Will: This Agreement may be terminated by the CITY in whole or in part at any time without cause by the CITY giving written notice to CONTRACTOR not less than 30 days prior to the date of termination; provided, however, that in such event, neither party will be relieved from its rights or obligations of this Agreement through the

date of the actual termination. Notice must be delivered by certified mail, return receipt requested, or in person with proof of delivery.

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

7. Project management.

- a. The Project Managers for this project are as follows: Any subsequent changes to the Project Manager for either party must be provided by notice as described in paragraph eight (8) below and does not require an amendment to this Agreement.
 - b. CITY's Project Manager assigned is the Parks, Recreation, and Facilities Department Director and/or his authorized representative will serve as the City's Project Manager.
 - c. CONTRACTOR's Project Manager assigned is: Dale F. Hannula, President and/or his authorized representative.
- 8. Notices.** All notices required or made pursuant to this Agreement to be given by the CONTRACTOR or the CITY shall be in writing and shall be delivered by hand or by United States Postal Service Department, first class mail service, postage prepaid, return receipt requested, addressed to the following addresses of record:
- a. **To CITY:** City of Naples, Attention: City Manager's Purchasing Division, 735 8th Street South; Naples, Florida 34102.
 - b. **To CONTRACTOR:** Hannula Landscaping and Irrigation, Inc., Attention: Dale F. Hannula, President; 17051 Jean Street Unit 7; Fort Myers, FL 33967.

9. Insurance.

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

10. **General Provisions.** CONTRACTOR must comply with the following general provisions:

- a. **Bond.** A Payment & Performance Bond shall be obtained by the CONTRACTOR and shall be issued by a surety insurer authorized to do business in the State of Florida as a surety and will be in the amount equal to 100 (%) percent of the price specified in the Agreement. CONTRACTOR prior to commencement of work, will record the Payment & Performance Bond in the public records of Collier County and furnish a copy of the original recorded bonds to the CITY Purchasing Department. If a surety bond has been required for the CONTRACTOR's faithful performance and payment, and if at any time the surety is no longer acceptable to the CITY, CONTRACTOR must, at its expense, within five (5) days after the receipt of notice from the CITY to do so, furnish an additional bond or bonds in such form and with such Surety or Sureties as are satisfactory to the CITY. The CITY will not make any further payment to CONTRACTOR, nor will any further payment be deemed to be due to CONTRACTOR, until such new or additional security for the faithful performance of the work is furnished in a manner and form satisfactory to the CITY.
- b. This Agreement is a non-exclusive contract; the CITY is not prohibited, or deemed to be prohibited, from bidding similar services either as an independent job or a component of a larger project.
- c. **Retainage.** As a method to assure completion of the total project, an amount of five percent (5%) will be held from each invoice/payment for all completed work related to planting or installing of trees. The five percent (5%) will not be released until all work is accepted by the City and upon completion of the warranty period. Work that must be completed and accepted includes required watering, weed treatment, sprout removal, and replacement of any dead trees or palms. All work must be inspected and accepted by the City before retainage will be released. The City will not withhold retainage from maintenance and watering requirements. Retainage will be released upon completion of the City's final inspection and the Vendor's submission of a completed CITY OF NAPLES RELEASE AND AFFIDAVIT FORM as identified in ITB 23-008.
- d. **Compliance with Laws.** In providing the Scope of Services, CONTRACTOR must comply with all federal, state, and local laws, statutes, ordinances, rules, and regulations pertaining to or regulating the provision of such services, including those now in effect and hereafter adopted.
- e. **Personal nature of Agreement; Assignment.**
 - i. The parties acknowledge that the CITY places great reliance and emphasis upon the knowledge, expertise, training, and personal abilities of CONTRACTOR. Accordingly, this Agreement is personal and CONTRACTOR is prohibited from assigning or delegating any rights or duties hereunder without the specific written consent of the CITY.
 - ii. If CONTRACTOR requires the services of any subcontractor or professional associate in connection with the work to be performed under this Agreement, CONTRACTOR must obtain the written approval of the CITY Project Manager prior to engaging such subcontractor or professional associate.

CONTRACTOR will remain fully responsible for the services of any subcontractors or professional associates.

f. Discrimination.

- i. CONTRACTOR shall not discriminate against any employee employed in the performance of this Agreement, or against any applicant for employment because of age, ethnicity, race, religious belief, disability, national origin, or sex. CONTRACTOR shall not exclude any person, on the grounds of age, ethnicity, race, religious belief, disability, national origin, or sex, from participation in, denied the benefits of, or be otherwise subjected to discrimination in any activity under, this Agreement.
- ii. CONTRACTOR shall provide a harassment-free workplace, with any allegation of harassment given priority attention and action by management.

g. Independent contractor.

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

h. Indemnification.

- i. CONTRACTOR must indemnify and hold the CITY harmless against and from any and all claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses, including attorney's fees and court costs, incurred by the CITY, or its agents, officers, or employees, arising directly or indirectly from CONTRACTOR's performance under this Agreement or by any person on

CONTRACTOR's behalf, including but not limited to those claims, losses, penalties, interest, demands, judgments, costs, damages, or expenses arising out of any accident, casualty, or other occurrence causing injury to any person or property. This includes persons employed or utilized by CONTRACTOR (including CONTRACTOR's agents, employees, and subcontractors). CONTRACTOR must further indemnify the CITY against any claim that any product purchased or licensed by the CITY from CONTRACTOR under this Agreement infringes a United States patent, trademark, or copyright. CONTRACTOR acknowledges that CONTRACTOR has received consideration for this indemnification, and any other indemnification of the CITY by CONTRACTOR provided for within the Bid Documents, the sufficiency of such consideration being acknowledged by CONTRACTOR, by CONTRACTOR's execution of this Agreement. CONTRACTOR's obligation will not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance, whether such insurance is in connection with this Agreement or otherwise. Such indemnification is in addition to any and all other legal remedies available to the CITY and not considered to be the CITY's exclusive remedy.

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

- i. **Compliance/Consistency with Section 768.28, Fla. Stat.** Any indemnification or agreement to defend or hold harmless by CITY specified in the Agreement shall not be construed as a waiver of CITY's sovereign immunity and shall be limited to such indemnification and liability limits consistent with the requirements of Section 768.28, Fla. Stat. and subject to the procedural requirements set forth therein. Any other purported indemnification by CITY in the Agreement in derogation hereof shall be void and of no force or effect.
- j. **Sovereign Immunity.** Nothing in this Agreement extends, or will be construed waive or to extend, the CITY's liability beyond that provided in section 768.28, Florida Statutes. Nothing in this Agreement is a consent, or will be construed as waiver or consent, by the CITY to be sued by third parties in any matter arising out of this Agreement.

k. **Public records.**

- i. CONTRACTOR is a "Contractor" as defined by Section 119.0701(1)(a), Florida Statutes, and must comply with the public records provisions of Chapter 119, Florida Statutes, including the following:
 1. Keep and maintain public records required by the CITY to perform the service.
 2. Upon request from the CITY's custodian of public records, provide the CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
 3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement term and following completion of the Agreement if CONTRACTOR does not transfer the records to the CITY.
 4. Upon completion of this Agreement, transfer, at no cost, to the CITY all public records in possession of CONTRACTOR or keep and maintain public records required by the CITY to perform the service. If CONTRACTOR transfers all public records to the CITY upon completion of this Agreement, CONTRACTOR must destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of this Agreement, CONTRACTOR must meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CITY, upon request from the CITY's custodian of public records, in a format that is compatible with the information technology systems of the CITY.
- ii. "Public records" is defined in Section 119.011(12), Florida Statutes, as may, from time to time, be amended.
- iii. If CONTRACTOR asserts any exemptions to the requirements of Chapter 119 and related law, CONTRACTOR will have the burden of establishing such exemption, by way of injunctive or other relief as provided by law.
- iv. CONTRACTOR consents to the CITY's enforcement of CONTRACTOR's Chapter 119 requirements, by all legal means, including, but not limited to, a mandatory injunction, whereupon CONTRACTOR must pay all court costs and reasonable attorney's fees incurred by CITY.
- v. CONTRACTOR's failure to provide public records within a reasonable time may be subject to penalties under Section 119.10, Florida Statutes. Further, such failure by CONTRACTOR will be grounds for immediate unilateral cancellation of this Agreement by the CITY.
- vi. **Public Records Compliance Indemnification.** CONTRACTOR agrees to indemnify and hold the CITY harmless against any and all claims, damage awards, and causes of action arising from the CONTRACTOR'S failure to comply with the public records disclosure requirements of Section 119.07(1), Florida Statutes, or by CONTRACTOR'S failure to maintain public records that are exempt or confidential and exempt from the public records disclosure requirements, including, but not limited to, any third party claims or awards for attorneys' fees and costs arising therefrom. CONTRACTOR authorizes the

public agency to seek declaratory, injunctive, or other appropriate relief against CONTRACTOR in Collier County Circuit Court on an expedited basis to enforce the requirements of this section.

- vii. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119 FLORIDA STATUTES TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CITY CLERK AS CITY OF NAPLES CUSTODIAN OF PUBLIC RECORDS, AT TELEPHONE: 239-213-1015, OR EMAIL AT: PUBLICRECORDSREQUEST@NAPLESGOV.COM; PHYSICAL ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102. MAILING ADDRESS: 735 8TH STREET SOUTH; NAPLES, FLORIDA 34102.**

- i. **Ethics. Compliance with Ethics Code.** CONTRACTOR agrees to comply with the City of Naples Code of Ethics, as applicable, and as it may be amended from time to time. Any conflict between the City's Ethics Code and the contractual terms which follow shall be resolved in favor of the City's Ethics Code, as it may be amended from time to time. As provided in Section 2-976 of the City Code of Ordinances:
1. The CONTRACTOR agrees and covenants to not employ or offer to employ any elected officer or city managerial employee who in any way deals with, coordinates on, or assists with the construction or professional services provided, for a period of two years after termination of all provisions of the construction or professional services contract.
 2. The CONTRACTOR agrees and covenants to not provide services for compensation to another party other than the city on the same subject matter, same project, or scope of services without city council approval.
 3. The CONTRACTOR agrees and covenants to not disclose or use information not available to members of the general public and gained by reason of such person or business entity's contractual relationship with the CITY for the special gain or benefit of the contracting person or entity, or for the special gain or benefit of any other person or business entity, except as specifically contemplated or authorized by the contract.
 4. In the event of any violations of subsections 1-3 above, the CONTRACTOR agrees to pay damages in an amount equal to any and all compensation which is received by the former elected officer or city managerial employee from the contracting person or entity, or an amount equal to the former employee's last two years of gross compensation from the city, whichever is greater.
 5. In addition, the CITY retains the right to impose a penalty as provided in Section 1-15 of its Code of Ordinances for violation of subsection 1-3 above.
- m. **Federal or State Funding** - If any portion of the funding for this Agreement is derived from the State of Florida, or any department of the State of Florida, or from federal funding through the State of Florida, the provisions of this sub-paragraph shall apply,

provisions elsewhere in this Agreement to the contrary notwithstanding. CONTRACTOR shall make inquiry from the CITY's Project Manager to determine whether Federal or State funding is applicable to this Agreement.

- i. E-Verify. CONTRACTOR must utilize, and must expressly require all subcontractors to utilize, the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by CONTRACTOR during the Term of this Agreement.
- ii. Agency. CONTRACTOR agrees and acknowledges that it, its employees, and its subcontractors are not agents or employees of the Federal Government, of the State of Florida, or of any department of the Federal Government or the State of Florida.
- iii. Indemnification. To the fullest extent permitted by law, CONTRACTOR shall indemnify and hold harmless the CITY, the Federal Government, the State of Florida, any department of the Federal Government or the State of Florida, and all officers and employees, from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by the negligence, recklessness or intentional wrongful misconduct of CONTRACTOR and persons employed or utilized by CONTRACTOR in the performance of this Agreement. This indemnification shall survive the termination of this Agreement. Nothing contained in this paragraph is intended to nor shall it constitute a waiver of the State of Florida and the CITY's sovereign immunity.
- iv. Workers' Compensation Insurance. CONTRACTOR must provide Workers' Compensation Insurance in accordance with Florida's Workers' Compensation law for all employees. If subletting any of the work, CONTRACTOR must ensure that the subcontractor(s) have Workers' Compensation Insurance for their employees in accordance with Florida's Workers' Compensation law. If using "leased employees" or employees obtained through professional employer organizations ("PEO's"), CONTRACTOR must ensure that such employees are covered by Workers' Compensation insurance through the PEO's or other leasing entities. CONTRACTOR must ensure that any equipment rental agreements that include operators or other personnel who are employees of independent contractors, sole proprietorships or partners are covered by insurance required under Florida's Workers' Compensation law.
- v. Liability Insurance. CONTRACTOR shall carry Commercial General Liability insurance providing continuous coverage for all work or operations performed under the Agreement. Such insurance shall be no more restrictive than that provided by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01) as filed for use in the State of Florida. CONTRACTOR shall cause the State of Florida to be made an Additional Insured as to such insurance. Such coverage shall be on an "occurrence" basis and shall include Products/Completed Operations coverage. The coverage afforded to the State of Florida as an Additional Insured shall be primary as to any other available insurance and shall not be more restrictive than the coverage afforded to the Named Insured. The limits of coverage shall not be less than \$1,000,000 for each occurrence and not less than a \$5,000,000 annual general aggregate, inclusive of amounts provided by an umbrella or

excess policy. The limits of coverage described herein shall apply fully to the work or operations performed under the Contract, and may not be shared with or diminished by claims unrelated to this Agreement. The policy/ies and coverage described herein may be subject to a deductible. CONTRACTOR shall pay all deductibles as required by the policy. No policy/ies or coverage described herein may contain or be subject to a Retention or a Self-Insured Retention. At all renewal periods which occur prior to final acceptance of the work, the CITY and the State of Florida shall be provided with an ACORD Certificate of Liability Insurance reflecting the coverage described herein. The CITY and the State of Florida shall be notified in writing within ten days of any cancellation, notice of cancellation, lapse, renewal, or proposed change to any policy or coverage described herein. The CITY's or the State of Florida's approval or failure to disapprove any policy/ies, coverage, or ACORD Certificates shall not relieve or excuse any obligation to procure and maintain the insurance required herein, nor serve as a waiver of any rights or defenses the CITY or the State of Florida may have.

- vi. Inspections. CONTRACTOR shall permit, and require its subcontractors to permit, the CITY's and the State of Florida's authorized representatives to inspect all work, materials, payrolls, and records, to audit the books, records, and accounts pertaining to the financing and development of the Services described in the Contract Documents.
- vii. Auditor General Cooperation. CONTRACTOR shall comply with §20.055 (5), Florida Statutes, and shall incorporate in all subcontracts the obligation to comply with §20.055 (5), Florida Statutes.

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

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

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

- c. **Amendment.** No modification, amendment, or alteration in the terms or conditions of this Agreement will be effective unless contained in a written document executed with the same formality as this Agreement.
- d. **Severability.** If any term or provision of this Agreement is held, to any extent, invalid or unenforceable, as against any person, entity, or circumstance during the Term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity will not affect any other term or provision of this Agreement, to the extent that the Agreement will remain operable, enforceable, and in full force and effect to the extent permitted by law.
- e. **Construction.** If any provision of this Agreement becomes subject to judicial interpretation, the court interpreting or considering such provision should not apply the presumption or rule of construction that the terms of this Agreement be more strictly construed against the party which itself or through its counsel or other agent prepared it. All parties hereto have participated in the preparation of the final form of this Agreement through review by their respective counsel, if any, or the negotiation of specific language, or both, and, therefore, the application of such presumption or rule of construction would be inappropriate and contrary to the intent of the parties.
- f. **Headings.** All headings in this Agreement are for convenience only and are not to be used in any judicial construction or interpretation of this Agreement or any paragraph.
- g. **Waiver.** The indulgence of either party with regard to any breach or failure to perform any provision of this Agreement does not constitute a waiver of the provision or any portion of this Agreement, either at the time the breach or failure occurs or at any time throughout the term of this Agreement. The review of, approval of, or payment for any of CONTRACTOR's work product, services, or materials does not operate as a waiver, and should not be construed as a waiver, of any of the CITY's rights under this Agreement, or of any cause of action the CITY may have arising out of the performance of this Agreement.
- h. **Force Majeure.** Notwithstanding any provisions of this Agreement to the contrary, the parties will not be held liable if failure or delay in the performance of this Agreement arises from fires, floods, strikes, embargos, acts of the public enemy, unusually severe weather, outbreak of war, restraint of government, riots, civil commotion, force majeure, act of God, or for any other cause of the same character which is unavoidable through the exercise of due care and beyond the control of the parties. This provision does not apply if the "Scope of Services" of this Agreement specifies that performance by CONTRACTOR is specifically required during the occurrence of any of the events herein mentioned.
- i. **Compliance/Consistency with Scrutinized Companies Provisions of Florida Statutes.** Section 287.135(2)(a), Florida Statutes, prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services of any amount if, at the time of contracting or renewal, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to section 215.4725, Florida Statutes, or is engaged in a boycott of Israel. Section 287.135(2)(b), Florida Statutes, further prohibits a company from bidding on, submitting a proposal for, or entering into or renewing a contract for goods or services over one million dollars

(\$1,000,000) if, at the time of contracting or renewal, the company is on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, both created pursuant to section 215.473, Florida Statutes, or the company is engaged in business operations in Cuba or Syria. CONTRACTOR hereby certifies that CONTRACTOR is not listed on any of the following: (i) the Scrutinized Companies that Boycott Israel List, (ii) Scrutinized Companies with Activities in Sudan List, or (iii) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List. CONTRACTOR further hereby certifies that CONTRACTOR is not engaged in a boycott of Israel or engaged in business operations in Cuba or Syria. CONTRACTOR understands that pursuant to Section 287.135, Florida Statutes, the submission of a false certification may subject CONTRACTOR to civil penalties, attorney's fees, and/or costs. CONTRACTOR further understands that any contract with CITY for goods or services of any amount may be terminated at the option of CITY if CONTRACTOR (i) is found to have submitted a false certification, (ii) has been placed on the Scrutinized Companies that Boycott Israel List, or (iii) is engaged in a boycott of Israel. And, in addition to the foregoing, if the amount of the contract is one million dollars (\$1,000,000) or more, the contract may be terminated at the option of CITY if the company is found to have submitted a false certification, has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or has been engaged in business operations in Cuba or Syria.

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

12. Special Provisions.

- a. None.

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

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

ATTEST:

CITY OF NAPLES, FLORIDA

By: Patricia Rambosk
Patricia Rambosk, City Clerk

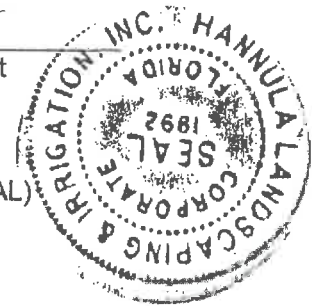
By: Jay Boodheshwar
Jay Boodheshwar, City Manager

Approved as to form and legal sufficiency:

By: Paul Brock
City Attorney Vose Firm

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

by Dale Hannula
as its President and Authorized Agent



(CORPORATE SEAL)

ATTEST:

Laura S. Hannula

Printed Name: Laura S. Hannula Title Office Manager

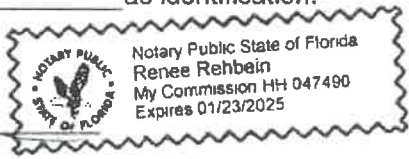
STATE OF Florida

CITY OF Lee

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

online notarization, this 16 day of February 2023, by Dale Hannula of Hannula Landscaping & Irrigation, Inc., a Florida LLC, on behalf of the company, and he/she is personally known to me or has produced _____ as identification.

Renee Rehbein



Signature of Notary Public - State of Florida

Renee Reiblich
Printed/Typed/Stamped Name of Notary

My commission expires: 11/23/2025

**City of Naples, FL
ITB No. 23-008
Tree and Palm Fill-in Planting - ITB**

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City of Naples, FL
ITB No. 23-008
Tree and Palm Fill-in Planting - ITB

PROJECT REQUIREMENTS AND SPECIFICATIONS

A. PROJECT DESCRIPTION/ SCOPE OF WORK:

The purpose of this Invitation to Bid (ITB) is for the City of Naples to obtain prices from qualified contractors to furnish all supervision, labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for, and incidental to performing all operations in connection with furnishing, delivery, and installation of trees and palms as specified herein.

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, or Owner's Representative.

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.

At a minimum, vendors must submit the following:

1. A Tree Contractor or Landscape Contractor License.
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.

E. INSURANCE

The City's General Insurance Requirements on page 12 apply. Successful contractor(s) must furnish proof of insurance as per specifications. Contractors should investigate and determine they hold the necessary insurance prior to bid submittal.

F. SUB-CONTRACTORS AND MATERIAL SUPPLIERS

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

Each prospective contractor must submit a list of all proposed sub-contractors and material suppliers intended for this project. No changes to this list shall be made without the express

written consent of the City. Any request for changes shall be made in writing, to the City, clearly stating the reasons for the change. The City reserves the exclusive right to either approve or reject such request for change. Contractor agrees that the City's or its consultant's decision is final and binding. Contractor understands and agrees that he/she is solely responsible to the City for all work specified herein; and, that subsequent review of sub-contractors and/or material suppliers by the City or its consultants does not relieve the contractor and/or his surety of any liability or obligation stipulated herein. Failure to comply with the above may result in termination of this contract.

G. PROTECTION OF WORK, PROPERTY AND PERSON

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

H. 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.

I. 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.

J. 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, and debris from project site and surrounding areas daily.

K. SCHEDULING OF WORK

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

L. PAYMENT REQUESTS, INVOICES AND WORK REPORTS

1. Invoices shall be submitted after work is completed with a detailed description of the work performed. Invoices for progress payments may be submitted to the City monthly (every 30 days) for work completed.

2. Payment for maintenance and watering shall be made monthly for the prior month's watering. See sections 3.10-3.12 for maintenance requirements for the project work period and after Substantial Completion Acceptance. Payment for maintenance will begin after Substantial Completion Acceptance. Payment request shall include the monthly report for all work performed.
3. The awarded vendor(s) will meet with Project Manager and set up procedures prior to the start of work.

M. NON-PERFORMANCE

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

N. QUALIFICATIONS

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

O. INSPECTION

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

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

P. REJECTING DEFECTIVE WORK

The City Arborist and/or his/her authorized representative will have the authority to disapprove or reject work, which he/she 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 3 days of notification. The contractor will bear all costs to correct the defective work. If the contractor fails to correct the defective work, or if the contractor fails to perform the work in accordance with the Contract Documents, the City may correct and remedy any such deficiency, with the contractor to bear all costs to correct the defective work.

Q. PROTECTION OF FACILITIES, PUBLIC AND PRIVATE PROPERTY

1. From the time the awarded contractor commences and until final acceptance by the City of any work specified on the Invitation to Bid, awarded contractor is required to initiate and maintain measures which must be proper and adequate to protect the building, its contents and any surrounding areas against damage by the elements. The contractor will assume full responsibility for any damage to any property including but

not limited to walls, floors, tables, chairs, trees, shrubs, lawns, walks, pavements, roadways, structures, utilities, and underground facilities, resulting from the performance of the work.

2. Further, the awarded contractor must at all times guard against damage or loss to the property of the City or of other vendors or contractors and will be held responsible for replacing or repairing any such loss or damage. The City may withhold payment or make such deductions from payments as it deems necessary to insure reimbursement or replacement for loss or damage to property through negligence of the awarded contractor or his agents.
3. Further, provide adequate protection for both curbs/sidewalks/grass areas over which trucks and equipment pass to reach the project site and repair/replace all damaged areas, at no cost to the owner.
4. The contractor upon receipt of either written or oral notice must immediately discontinue any practice obviously hazardous in the opinion of the Project Manager. The contractor must comply with all OSHA and other Federal and State safety standards. Blocking of the public street, except under extreme emergency conditions, will not be permitted unless prior arrangements have been made with the Project Manager and the City Police and Fire Departments and other agencies having jurisdiction over the street to be closed.

R. PROTECTION OF OVERHEAD UTILITIES

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

S. PROTECTION OF UNDERGROUND UTILITIES

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

City of Naples, FL
ITB No. 23-008
Tree and Palm Fill-in Planting - ITB
General Specifications

PART 1 – GENERAL

1.1 SUMMARY

- A. The scope of work includes all labor, materials, tools, equipment, facilities, transportation and services necessary for, and incidental to, performing all operations in connection with furnishing, delivery, and installation of trees and palms as specified herein.
- B. The scope of work in this section includes, but is not limited to, the following:
 - A. Locate, purchase, deliver and install all specified trees and palms.
 - B. Water all specified trees and palms.
 - C. Stake, and prune all specified trees and palms.
 - D. Tree and palm warranty.
 - E. Clean up and disposal of all excess and surplus material.
 - F. Maintenance of all specified trees and palms from installation through end of the warranty period.

1.2 AWARD OF BID

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

1.3 CONTRACT INFORMATION

- A. The City intends to have the Contractor plant trees in May 2023 and again in May 2024 (Phase-II).
- B. Phase-II bid schedule will be contingent upon FY2024 budget approval.

1.4 CONTRACT MANAGEMENT

- A. The City Arborist will serve as the City's Project Manager, or Owner's Representative.

1.5 PAYMENT REQUESTS, INVOICES AND WORK REPORTS

- A. Invoices shall be submitted after work is completed with a detailed description of the work performed. Invoices for progress payments may be submitted to the City monthly for work completed.
- B. Payment for maintenance and watering shall be made monthly for the prior month's watering. See section 3.12 for maintenance requirements after Substantial Completion Acceptance. Payment for maintenance will begin after Substantial Completion Acceptance. Payment request shall include the monthly report for all work performed.

1.6 CONTRACT DOCUMENTS

- A. The project plans, specifications and general conditions will be included in the contract. Unit cost prices provided in the bid shall include all labor, materials, and services necessary for the proper execution of the work specified in these documents.

1.7 SCHEDULING OF WORK

- A. Work will begin upon the City of Naples issuing the contractor a Notice to Proceed. The planting or installation work must be completed within 50 business days of the Notice to Proceed for each bid schedule.
- B. The Contractor will perform all work Monday through Friday between the hours of 7:30am to

- 5:30pm, there is no work permitted on Saturday or Sunday for planting under this contract.
- C. Watering and maintenance activities may be performed Monday through Saturday between the hours of 7:30am to 5:30pm; there is no watering and maintenance permitted on Sunday.

1.8 RELATED DOCUMENTS AND REFERENCES

- A. References: The following specifications and standards of the organizations and documents listed in this paragraph form a part of the specification to the extent required by the references thereto.
- In the event the requirements of the following referenced standards and specification conflict with this specification section the requirements of this specification shall prevail. In the event that the requirements of any of the following referenced standards and specifications conflict with each other the more stringent requirement shall prevail or as determined by the Owners Representative.
- A. ANSI Z60.1 American Standard for Nursery Stock, most current edition.
- B. ANSI A 300 – Standard Practices for Tree, Shrub and other Woody Tree or palm Maintenance, most current edition and parts.
- C. Florida Grades and Standards for Nursery Stock, current edition (Florida Department of Agriculture, Tallahassee FL).
- D. Interpretation of tree or palm names and descriptions shall reference the following documents. Where the names or tree or palm descriptions disagree between the several documents, the most current document shall prevail.
- USDA - The Germplasm Resources Information Network (GRIN)<http://www.ars-grin.gov/npgs/searchgrin.html>
 - Manual of Woody Landscape Trees and palms; Michael Dirr; Stipes Publishing, Champaign, Illinois; Most Current Edition.
 - The New Sunset Western Garden Book, Oxmoor House, most current edition.
- E. Pruning practices shall conform to recommendations “Structural Pruning: A Guide for The Green Industry” most current edition; published by Urban Tree Foundation, Visalia, California.
- F. Glossary of Arboricultural Terms, International Society of Arboriculture, Champaign IL, most current edition.

1.9 PLANTING LOCATIONS AND VERIFICATION

- A. All plantings will be in the City right-of-way, medians, parks, traffic island, etc. The City will provide maps as well as spreadsheet data for the planting locations.
- B. Before proceeding with any work, the Contractor shall carefully mark and verify all tree or planting locations and quantities and shall immediately inform the Owner’s Representative of any discrepancies or utility conflicts, refraining from doing any work in said areas until given approval to do so by the Owner’s Representative.

1.10 LICENSES

- A. Licenses are required by Collier County to perform this work; licenses issued by the State of Florida may fulfill Collier County requirements. All required license(s) must be active and good standing at the time of the bid opening. All applicable licenses must be included with the bid document submittal.

1.11 REGULATIONS

- A. The Contractor shall comply with all laws and ordinances bearing on the operation or conduct of the work as specified. If the Contractor observes that a conflict exists between regulations and the work outlined in the contract documents, the Contractor shall promptly notify the Owner’s Representative in writing including a description of any necessary changes.
- B. Wherever references are made to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards and codes current on the effective date of this contract shall apply, unless otherwise expressly set forth.
- C. In case of conflict among any referenced standards or codes or between any referenced standards and codes and the specifications, the more restrictive standard shall apply, or Owner’s Representative shall determine which shall govern.

1.12 PROTECTION OF WORK, PROPERTY AND PERSON

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

1.13 CHANGES IN THE WORK

A. The Owner's Representative may order changes in the work. All such orders and adjustments plus claims by the Contractor for extra compensation must be made and approved in writing before executing the work involved.

B. All changes in the work, notifications, and contractor's request for information (RFI) shall conform to the contract general condition requirements.

1.14 CORRECTION OF WORK

A. The Contractor, at their own cost, shall re-execute any work that fails to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanship upon written notice from the Owner's Representative. The Contractor shall correct all defective work within three (3) working days of written notice. If the Contractor fails within three (3) working days after written notice to correct the defective work, or if the Contractor fails to perform the work in accordance with the Contract Documents, the Owner's Representative may correct and remedy any such deficiency, with the Contractor to bear all costs to correct the defective work.

1.15 DEFINITIONS

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

- A. Defective tree or palm: Any tree or palm that fails to meet the quality requirement of this specification.
- B. End of Warranty Final Acceptance: The date when the Owner's Representative accepts that the trees and palms and work in this section meet all the requirements of the warranty.
- C. Field grown trees (B&B): Trees growing in field soil for at least 12 months prior to harvest.
- D. Healthy: Trees and palms that are growing in a condition that expresses leaf size, crown density, color; and with annual growth rates typical of the species and cultivar's horticultural description.
- E. Kinked root: A root within the root package that bends more than 90 degrees.
- F. Maintenance: Actions that preserve the health of trees and palms after installation and as defined in this specification.
- G. Maintenance period: The time period, as defined in this specification, which the Contractor is to provide maintenance.
- H. Normal: the prevailing protocol of industry standard(s).
- I. Owner's Representative: The person appointed by the Owner to represent their interest in the review and approval of the work and to serve as the contracting authority with the Contractor. The Owner's Representative may appoint other persons to review and approve any aspects of the work.
- J. Reasonable and reasonably: When used in this specification relative to tree or palm quality, it is intended to mean that the conditions cited will not affect the establishment or long-term stability, health or growth of the tree or palm. This specification recognizes that it is not possible to produce trees and palms free of all defects, but that some accepted industry protocols and standards result in trees and palms unacceptable to this project.

When reasonable or reasonably is used in relation to other issues such as weeds, diseased, insects, it shall mean at levels low enough that no treatment would be required when applying recognized Integrated Plant Management practices.

This specification recognizes that some decisions cannot be totally based on measured findings and that professional judgment is required. In cases of differing opinion, the Owner's Representative's shall determine when conditions are judged as reasonable.

- K. Root ball: The mass of roots including any soil or substrate that is shipped with the tree within the root ball package.
- L. Root ball package. The material that surrounds the root ball during shipping. The root package may include the material in which the tree or palm was grown, or new packaging placed around the root ball for shipping.
- M. Root collar (root crown, root flare, trunk flare, flare): The region at the base of the trunk where the majority of the structural roots join the tree or palm stem, usually at or near ground level.
- N. Stem: The trunk of the tree.

- O. **Substantial Completion Acceptance:** The date at the end of the planting where the Owner's Representative accepts that all work in these sections is complete, and the Warranty period has begun.
- P. **Stem girdling root:** Any root more than ¼ inch diameter currently touching the trunk, or with the potential to touch the trunk, above the root collar approximately tangent to the trunk circumference or circling the trunk. Roots shall be considered as Stem Girdling that have, or are likely to have in the future, root to trunk bark contact.
- Q. **Structural root:** One of the largest roots emerging from the root collar.
- R. **Tree:** Single and multi-stemmed plants with mature height approximately greater than 15 feet.

1.16 SUBMITTALS

- A. Submit all product submittals 14 days prior to installation.
- B. **Product data:** Submit manufacturer product data and literature describing all products required by this section to the Owner's Representative for approval. Provide submittal 14 days prior to installation.
- C. **Tree or palm growers' certificates:** Submit tree or palm growers' certificates for all trees and palms indicating that each meets the requirements of the specification, including the requirements of tree quality, to the Owner's Representative for approval. Provide submittal 14 days prior to installation.
- D. **Tree or palm sources:** Submit sources of all trees and palms as required by "Selection of Trees and Palms" to the Owner's Representative for approval. Provide submittal 14 days prior to installation.
- E. **Maintenance period site visit record:** After each site visit during the maintenance period, by the Contractor, as required by this specification, submit a written record of the visit, including any problems, potential problems, and any recommended corrective action to the Owner's Representative for approval. If no immediate actions are required or need approval, this may be submitted with the monthly maintenance invoice.
- F. **Installation plan** submitted a minimum of 14 days prior to the scheduled installation. Plan should describe the methods, activities, materials, and schedule to achieve installation of trees and palms.

1.17 OBSERVATION OF THE WORK

- A. The Owner's Representative may observe the work at any time. They may remove samples of materials for conformity to specifications. Rejected materials shall be immediately removed from the site and replaced at the Contractor's expense.
- B. The Owner's Representative shall be informed of the progress of the work so the work may be observed at the following key times in the construction process. The Owner's Representative shall be afforded sufficient time to schedule visit to the site. Failure of the Owner's Representative to make field observations shall not relieve the Contractor from meeting all the requirements of this specification.
 - A. **SITE CONDITIONS PRIOR TO THE START OF PLANTING:** review the soil and drainage conditions.
 - B. **COMPLETION OF THE TREE OR PALM LAYOUT:** Review of the tree or palm layout.
 - C. **TREE OR PALM QUALITY:** Review of tree or palm quality at the time of delivery and prior to installation. Review tree quality prior to unloading where possible, but in all cases prior to planting.
 - D. **COMPLETION OF THE PLANTING:** Review the completed planting.

1.18 PRE-CONSTRUCTION CONFERENCE

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

1.19 QUALITY ASSURANCE

- A. **Substantial Completion Acceptance -** Acceptance of the work prior to the start of the warranty

- A. Once the Contractor completes the installation of all items in this section, the Owner's Representative will observe all work for Substantial Completion Acceptance upon written request of the Contractor. The Owner's Representative shall have ten business days for review.
- B. Substantial Completion Acceptance by the Owner's Representative shall be for general conformance to specified size, character and quality and not relieve the Contractor of responsibility for full conformance to the contract documents, including correct species.
- C. Any trees and palms that are deemed defective as defined under the provisions below shall not be accepted.
- B. The Owner's Representative will provide the Contractor with written acknowledgment of the date of Substantial Completion Acceptance and the beginning of the warranty period and tree or palm maintenance period.
- C. Contractor's Quality Assurance Responsibilities: The Contractor is solely responsible for quality control of the work.
- D. Installer Qualifications: The installer shall be a firm having at least 5 years of successful experience of a scope similar to that required for the work, including the handling and planting of large specimen trees in urban areas.
 - A. The bidders list for work under this section shall be approved by the Owner's Representative.
 - B. Installer Field Supervision: When any planting work is in progress, installer shall maintain, on site, a full-time supervisor who can communicate in English with the Owner's Representative.
 - C. Installer's field supervisor shall have a minimum of five years' experience as a field supervisor installing trees and palms and trees of the quality and scale of the proposed project and can communicate in English with the Owner's Representative.

1.20 TREE OR PALM WARRANTY

- A. Tree or palm Warranty:
 - A. The Contractor agrees to replace defective work and defective trees and palms. The Owner's Representative shall make the final determination if trees and palms meet these specifications or that trees and palms are defective.

Tree and palm warranty shall begin on the date of Substantial Completion Acceptance and continue for the following periods, classed by tree or palm type:

 - a. Hardwood trees – 1 Year
 - b. Palms – 1 Year
 - B. When the work is accepted in parts, the warranty periods shall extend from each of the partial Substantial Completion Acceptances to the terminal date of the last warranty period. Thus, all warranty periods for each class of tree or palm, shall terminate at one time.
 - C. All trees and palms shall be warrantied to meet all the requirements for tree or palm quality at installation in this specification. Defective trees and palms shall be defined as trees and palms not meeting these requirements. The Owner's representative shall make the final determination that trees and palms are defective.
 - D. Trees and palms determined to be defective shall be removed immediately upon notification by the Owner's Representative and replaced without cost to the Owner as soon as weather conditions permit and within the specified planting period.
 - E. Any work required by this specification or the Owner's Representative during the progress of the work, to correct tree or palm defects including the removal of roots or branches, or planting trees and palms that have been bare rooted during installation to observe for or correct root defects shall not be considered as grounds to void any conditions of the warranty. In the event

that the Contractor decides that such remediation work may compromise the future health of the tree or palm, the tree or palm in question shall be rejected and replaced with trees and palms that do not contain defects that require remediation or correction.

- F. The Contractor is exempt from replacing trees and palms, after Substantial Completion Acceptance and during the warranty period, that are removed by others, lost or damaged due to occupancy of project, lost or damaged by a third party, vandalism, or any natural disaster.
 - G. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification. Make all necessary repairs due to tree or palm replacements. Such repairs shall be done at no extra cost to the Owner.
 - H. The warranty of all replacement trees and palms shall extend for an additional one-year period from the date of their acceptance after replacement. In the event that a replacement tree or palm is not acceptable during or at the end of the said extended warranty period, the Owner's Representative may elect more replacement items or credit for each item. These tertiary replacement items are not protected under a warranty period.
 - I. During and by the end of the warranty period, remove all tree wrap, ties, and guying. All trees must be able to remain upright, without staking material by the end of the warranty period. If a tree is unable to support itself, the tree will be rejected.
- B. End of Warranty Final Acceptance - Acceptance of trees and palms at the end of the warranty period.
- A. At the end of the warranty period, the Owner's Representative shall observe all warranted work.
 - B. End of Warranty Final Acceptance will be given only when all the requirements of the work under this specification.

1.21 SELECTION AND OBSERVATION OF TREES AND PALMS

- A. The Owner's Representative may review all trees and palms subject to approval of size, health, quality, character, etc. Review or approval of any tree or palm during the process of selection, delivery, installation and establishment period shall not prevent that tree or palm from later rejection in the event that the tree or palm quality changes or previously existing defects become apparent that were not observed.
- B. Tree or Palm Selection: The Owner's Representative reserves the right to select and observe all trees and palms at the nursery prior to delivery. If a particular defect or substandard element can be corrected at the nursery, the remedy may be applied by the nursery or the Contractor provided that the correction allows the tree or palm to meet the requirements set forth in this specification. Any work to correct tree or palm defects shall be at the contractor's expense.
 - A. The Owner's Representative may make invasive observation of the tree or palm's root system in the area of the root collar and the top of the root ball in general in order to determine that the tree or palm meets the quality requirements for depth of the root collar and presence of roots above the root collar. Such observations will not harm the tree or palm.
 - B. Corrections are to be undertaken prior to requesting inspection by the Owner's Representative.
 - C. Final approval/rejection of the trees or palms will be made by the Owner's Representative upon delivery to the planting site.
- C. The Contractor shall bear all cost related to tree or palm corrections.
- D. All trees and palms that are rejected shall be immediately removed from the site and acceptable replacement trees and palms provided at no cost to the Owner.
- E. Submit to the Owner's Representative, for approval, tree or palm sources including the names and locations of nurseries proposed as sources of acceptable trees and palms, and a list of the trees and palms they will provide. The tree or palm list shall include the botanical and common name and the size at the time of selection.
- F. Trees shall be purchased from the growing nursery. Re-wholesale tree or palm suppliers shall not be used as sources.
- G. The Contractor shall require the grower to permit the Owner's Representative to observe the root system of all trees and palms at the nursery or job site prior to tree or palming including random

removal of soil or substrate around the base of the tree or palm. Observation may be as frequent and as extensive as needed to verify that the trees and palms meet the requirements of the specifications and conform to requirements.

- H. Where requested by the Owner's Representative, submit photographs of trees and palms. Photographs shall be legible and clearly depict the tree or palm specimen. Each submitted image shall contain a height reference, such as a measuring stick. The approval of trees and palms by the Owner's Representative via photograph does not preclude the Owner's Representative's right to reject material while on site. Final approval/rejection of the trees or palms will be made by the Owner's Representative upon delivery to the planting site.

1.22 TREE OR PALM SUBSTITUTIONS FOR TREES AND PALMS NOT AVAILABLE

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

1.23 SITE CONDITIONS

- A. It is the responsibility of the Contractor to be aware of all surface and sub-surface conditions, and to notify the Owner's Representative, in writing, of any circumstances that would negatively impact the health of tree or palms. Do not proceed with work until unsatisfactory conditions have been corrected.
- A. Should subsurface drainage or soil conditions be encountered which would be detrimental to growth or survival of tree or palm material, the Contractor shall notify the Owner's Representative in writing, stating the conditions and submit a proposal covering cost of corrections. If the Contractor fails to notify the Owner's Representative of such conditions, he/she shall remain responsible for tree or palm material under the warranty clause of the specifications.
- B. It is the responsibility of the Contractor to be familiar with the local growing conditions, and if any specified trees and palms will be in conflict with these conditions. Report any potential conflicts, in writing, to the Owner's Representative.

1.24 TREE OR PALMING AROUND UTILITIES

- A. Contractor shall carefully examine the civil, record, and survey drawings to become familiar with the existing underground conditions before digging.
- B. Determine location of underground utilities and perform work in a manner that will avoid possible damage. Hand excavate. Maintain grade stakes set by others until parties concerned mutually agree upon removal.
- C. The Contractor will be responsible for following the Florida Underground Facility Damage Prevention & Safety Act (556), OSHA Standard 1926.651, Florida Trench and Safety Act (Chapter 90-96) and obtaining utility locations by calling Sunshine State One-Call of Florida Inc. Contractor shall have full responsibility for reviewing and checking all information and data for locating all underground facilities.
- A. The contractor is required to meet all requirements of Sunshine 811 for locates on the project.
- a. See Attachment A –Sunshine 811 – Information Requested on Locate and Design Tickets.

PART 2 – PRODUCTS

2.1 TREES AND PALMS: GENERAL

- A. Standards and measurement: Provide trees and palms of quantity, size, genus, species, and variety or cultivars as shown and scheduled in contract documents.
- A. All trees and palms including the root ball dimensions or container size to trunk caliper ratio shall conform to ANSI Z60.1 "American Standard for Nursery Stock" latest edition and Florida Grades and Standards for Nursery Stock, current edition, unless modified by provisions in this

specification. When there is a conflict between this specification and ANSI Z60.1 and Florida Grades and Standards for Nursery Stock, current edition, this specification section shall be considered correct.

- B. Trees and palms larger than specified may be used if acceptable to the Owner's Representative. Use of such trees and palms shall not increase the contract price. If larger trees and palms are accepted the root ball size shall be in accordance with ANSI Z-60.1. Larger trees and palms may not be acceptable if the resulting root ball cannot be fit into the required tree or palming space.
- B. Proper Identification: All trees shall be true to name as ordered or shown on tree or palming plans and shall be labeled individually or in groups by genus, species, variety and cultivar.
- C. Compliance: All trees shall comply with federal and state laws and regulations requiring observation for tree or palm disease, pests, and weeds. Observation certificates required by law shall accompany each shipment of trees and palms.
- D. Tree or palm Quality:
 - A. **General:** Provide healthy stock, grown in a nursery and reasonably free of die-back, disease, insects, eggs, bores, and larvae. At the time of planting all trees and palms shall have a root system, stem, and branch form that will not restrict normal growth, stability and health for the expected life of the tree or palm
 - B. **Tree or palm quality above the soil line:**
 - a. Trees and palms shall be healthy with the color, shape, size and distribution of trunk, stems, branches, buds and leaves normal to the tree or palm type specified. Tree quality above the soil line shall comply with the Florida Grades and Standards, tree grade Florida Fancy or Florida #1 and the following:
 - 1.) Crown: The form and density of the crown shall be typical for a young specimen of the species or cultivar pruned to a central and dominant leader.
 - a.) Crown specifications do not apply to trees and palms that have been specifically trained in the nursery as topiary, espalier, multi-stem, clump, or unique selections such as contorted or weeping cultivars.
 - 2.) Leaves: The size, color, and appearance of leaves shall be typical for the time of year and stage of growth of the species or cultivar. Trees shall not show signs of prolonged moisture stress or over watering as indicated by wilted, shriveled, or dead leaves.
 - 3.) Branches: Shoot growth (length and diameter) throughout the crown should be appropriate for the age and size of the species or cultivar. Trees shall not have dead, diseased, broken, distorted, or otherwise injured branches.
 - a.) Main branches shall be distributed along the central leader not clustered together. They shall form a balanced crown appropriate for the cultivar/species.
 - b.) Branch diameter shall be no larger than two-thirds (one-half is preferred) the diameter of the central leader measured 1 inch above the branch union.
 - c.) The attachment of the largest branches (scaffold branches) shall be free of included bark.
 - 4.) Trunk: The tree trunk shall be relatively straight, vertical, and free of wounds that penetrate to the wood (properly made pruning cuts, closed or not, are acceptable and are not considered wounds), sunburned areas, conks (fungal fruiting bodies), wood cracks, sap leakage, signs of boring insects, galls, cankers, girdling ties, or lesions (mechanical injury).
 - 5.) Temporary branches, unless otherwise specified, can be present along the lower trunk below the lowest main (scaffold) branch, particularly for trees less than 1 inch in caliper. These branches should be no greater than 3/8-inch diameter. Clear trunk should be no more than 40% of the total height of the tree.
 - b. Trees shall have one central leader. If the leader was headed, a new leader (with a live terminal bud) at least one-half the diameter of the pruning cut shall be present.
 - c. All graft unions, where applicable, shall be completely closed without visible sign of graft rejection. All grafts shall be visible above the soil line.
 - d. Trunk caliper and taper shall be sufficient so that the lower five feet of the trunk remains vertical without a stake. Any support material installed by the nursery must be removed before the Substantial Completion Acceptance; this includes, but not limited to, metal or wood rods and fastening tape.

C. Tree or palm quality at or below the soil line:

- a. Tree or palm roots shall be normal to the tree or palm type specified. Root observations shall take place without impacting tree health. Root quality at or below the soil line shall comply with the project Root Acceptance details and the following:
 - 1.) The roots shall be reasonably free of scrapes, broken or split wood.
 - 2.) The root system shall be reasonably free of injury from biotic (e.g., insects and pathogens) and abiotic (e.g., herbicide toxicity and salt injury) agents. Wounds resulting from root pruning used to produce a high-quality root system are not considered injuries.
 - 3.) A minimum of three structural roots reasonably distributed around the trunk (not clustered on one side) shall be found in each tree or palm. Root distribution shall be uniform throughout the root ball, and growth shall be appropriate for the species.
 - 4.) The root collar shall be within the upper 2 inches of the substrate/soil. Two structural roots shall reach the side of the root ball near the top surface of the root ball. The grower may request a modification to this requirement for species with roots that rapidly descend, provided that the grower removes all stem girdling roots above the structural roots across the top of the root ball.
 - 5.) The root system shall be reasonably free of stem girdling roots over the root collar or kinked roots from nursery production practices.
 - 6.) At time of observations and delivery, the root ball shall be moist throughout. Roots shall not show signs of excess soil moisture conditions as indicated by stunted, discolored, distorted, or dead roots.

2.2 **ROOT BALL PACKAGE OPTIONS:** The following root ball packages are permitted. Specific root ball packages shall be required where indicated on the tree or palm list or in this specification. Any type of root ball packages that is not specifically defined in this specification shall not be permitted.

A. BALLED AND BURLAPPED TREES AND PALMS

1. All Balled and Burlapped trees and palms shall be field grown, and the root ball packaged in a burlap and twine and/or burlap and wire basket package.
2. Trees and palms shall be harvested with the following modifications to standard nursery practices.
 - a. Prior to digging any tree that fails to meet the requirement for maximum soil and roots above the root collar, carefully removed the soil from the top of the root ball of each tree or palm, using hand tools, water or an air spade, to locate the root collar and attain the soil depth over the structural roots requirements. Remove all stem girdling roots above the root collar. Care must be exercised not to damage the surface of the root collar and the top of the structural roots.
 - c. If wire baskets are used to support the root ball, a "low profile" basket shall be used. A low-profile basket is defined as having the top of the highest loops on the basket no less than 4 inches and no greater than 8 inches below the shoulder of the root ball package.
 - 1.) At nurseries where sandy soils prevent the use of "low profile baskets", baskets that support the entire root ball, including the top, are allowable.
 - d. Twine and burlap used for wrapping the root ball package shall be natural, biodegradable material. If the burlap decomposes after digging the tree, then the root ball shall be re-wrapped prior to shipping if roots have not yet grown to keep root ball intact during shipping.

B. IN-GROUND FABRIC BAG-GROWN

- A. In-ground fabric container trees and palms may be permitted only when approved by the Owner's Representative.
- B. Provide trees and palms established and well rooted.

C. CONTAINER (INCLUDING ABOVE-GROUND FABRIC CONTAINERS AND BOXES) PLANTS

- A. Container plants may be permitted only when approved by the Owner's Representative.
- B. Provide plants shall be established and well rooted in removable containers.
- C. Container class size shall conform to ANSI Z60.1 for container plants for each size and type of plant.

2.3 PALMS

- A. Except as modified below or where the requirements are not appropriate to the specification of palms, palms shall meet all the requirements of the tree or palm quality section above.
- B. Defronding, tying, and hedging:
 - A. In preparing palm trees for relocation, all dead fronds shall be removed.
 - B. All remaining fronds above horizontal shall be lifted up and tied together around the crown in an upright position. Up to 2/3 of the oldest live fronds can be removed; all fronds can be removed on Sabal palms. Do not tie too tightly, bind or injure the bud. Jute binder twine shall be used in tying up the fronds; wire will not be permitted. Fronds shall be untied within 14 days of planting; the project will not be accepted under substantial completion with the palm's fronds tied.
- C. The Contractor shall not free-fall, drag, roll or abuse the tree or put a strain on the crown (bud area) at any time. A protective device shall be used around the trunk of the tree while lifting and relocating so as not to injure the bud, or scar or skin the trunk in any way.

2.4 TREE STAKING AND GUYING MATERIAL

- A. Tree guying to be flat woven polypropylene material, 3/4-inch-wide, and 900 lb. break strength. Color to be Green.
- B. Stakes shall be lodge pole stakes free of knots and of diameters and lengths appropriate to the size of tree or palm as required to adequately support the tree or palm. There shall be a minimum of 3 stakes per tree or palm.

2.5 TREE BARK PROTECTOR

- A. Tree Bark Protectors shall be black extruded resin mesh, 4 inches in diameter, 5 feet long.
- B. Fasten the split side of the Tree Bark Protector together in three places with black plastic tape.

2.6 WATERING BAGS

- A. Watering bags maybe requested by the Owner's Representative; there will be no additional costs associated with this request.
- B. Plastic tree watering bags holding a minimum of 15 gallons of water and with a slow drip hole(s) water release system, specifically designed to water establishing trees. Water should release over a several day period, not within a few hours

PART 3 – EXECUTION**3.1 DELIVERY, STORAGE AND HANDLING**

- A. Protect materials from deterioration during delivery and storage. Adequately protect trees and palms from drying out, exposure of roots to sun, wind or extremes of heat and cold temperatures. If planting is delayed more than 24 hours after delivery, set trees and palms in a location protected from sun and wind. Provide adequate water to the root ball package during the shipping and storage period.
- B. Tree root ball must be irrigated just prior to shipping. Trees must be secured in the truck to prevent rolling during transport.
- C. Container grown and boxed trees shall be lifted with a forklift (provided by the contractor) or lifted by hand from the transporting truck. Balled and burlapped trees shall be handled by the root ball in a manner that does not deform the shape of the root ball. Trees shall not be handled by the trunk. Any tree the contractor drops to the ground from the transporting truck will be rejected.
- D. All tree or palm materials must be available inspected by the Owner's Representative prior to planting.
- E. The project does not allow for overnight storage of trees and palms. The Contractor is responsible to provide a suitable remote staging area for trees and palms and other supplies.
- F. Provide protective covering over all trees and palms during transporting.

3.2 INSTALLATION OF TREES AND PALMS: GENERAL

- A. Installation plan shall be submitted a minimum of 14 days prior to the scheduled installation. Plan should describe the methods, activities, materials and schedule to achieve installation of trees and palms.

- B. Observe each tree or palm after delivery and prior to installation for damage of other characteristics that may cause rejection of the tree or palm. Notify the Owner's Representative of any condition observed.
- C. No more trees and palms shall be distributed than can be planted and watered on the same day.
- D. The root system of each tree or palm, regardless of root ball package type, shall be observed by the Contractor, at the time of planting to confirm that the roots meet the requirements for tree or palm root quality in Part 2 Products: Trees and palms General: Tree or palm Quality. The Contractor shall undertake at the time of planting, all modifications to the root system required by the Owner's Representative to meet these quality standards.
 - A. Modifications, at the time of planting, to meet the specifications for the depth of the root collar and removal of stem girdling roots and circling roots may make the tree or palm unstable or stress the tree or palm to the point that the Owner's Representative may choose to reject the tree or palm rather than permitting the modification.
 - B. Any modifications required by the Owner's Representative to make the root system conform to the tree or palm quality standards outlined in Part 2 Products: Trees and palms General: Quality, or other requirements related to the permitted root ball package, shall not be considered as grounds to modify or void the tree or palm warranty.
 - C. The resulting root ball may need additional staking and water after planting. The Owner's Representative may reject the tree or palm if the root modification process makes the tree unstable or if the tree is not healthy at the end of the warranty period. Such trees and palms shall still be covered under the warranty
 - D. The Contractor remains responsible to confirm that the grower has made all required root modifications noted during any nursery observations.
- E. Container Root Ball Shaving: The outer surfaces of ALL plants in containers and boxes, including the top, sides and bottom of the root ball shall be shaved to remove all circling, descending, and matted roots. Shaving shall be performed using saws, knives, sharp shovels or other suitable equipment that is capable of making clean cuts on the roots. Shaving shall remove a minimum of one inch of root mat or up to 2 inches as required to remove all root segments that are not growing reasonably radial to the trunk.
- F. Excavation of the Planting Space: Using hand tools, excavate the planting hole to the depth of the root ball measured after any root ball modification to correct root problems, and 3 times the width of the root ball.
- G. Set top outer edge of the root ball at the average elevation of the proposed finish. Set the tree or palm plumb and upright in the center of the planting hole. The tree graft, if applicable, shall be visible above the grade. Do not place soil on top of the root ball.
- H. The Owner's Representative may request that orientation be rotated when planting based on the form of the tree or palm.
- I. Backfill the space around the root ball with the same planting soil or existing soil that was excavated for the tree or palming space.
- J. Brace root ball by tamping planting soil around the lower portion of the root ball. Place additional planting soil around base and sides of ball in six-inch (6") lifts. Lightly tamp each lift using foot pressure or hand tools to settle backfill, support the tree and eliminate voids. DO NOT over compact the backfill or use mechanical or pneumatic tamping equipment.
 - A. When the planting hole has been backfilled to three quarters of its depth, water shall be poured around the root ball and allowed to soak into the soil to settle the soil. Do not flood the planting space. If the soil is above field capacity, allow the soil to drain to below field capacity before finishing the planting. Air pockets shall be eliminated and backfill continued until the planting soil is brought to grade level.
- K. Build a 4-inch-high, level berm of planting soil around the outside of the root ball to retain water. Tamp the berm to reduce leaking and erosion of the saucer.
- L. Thoroughly water the Planting Soil and root ball immediately after planting.
- M. Remove all nursery tree or palm identification tags and ribbons.
- N. Remove corrugated cardboard trunk protection after planting.

O. Follow additional requirements for the permitted root ball packages.

3.3 PERMITTED ROOT BALL PACKAGES AND SPECIAL PLANTING REQUIREMENTS

The following are permitted root ball packages and special tree or palming requirements that shall be followed during the tree or palming process in addition to the above General tree or palming requirements.

A. BALLED AND BURLAPPED TREES AND PALMS

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

B. IN-GROUND FABRIC CONTAINERS

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

C. CONTAINER (INCLUDES BOXED AND ABOVE-GROUND FABRIC CONTAINERS) PLANTS

- A. Remove the container.
- B. Perform root ball shaving as defined in Installation of Plants: General above.
- C. Remove all roots and substrate above the root collar and the main structural roots according to root correction details so root system conforms to root observations detail.
- D. Using a hose, wash out the substrate from around the trunk and top of the remaining root ball and find and remove all stem girdling roots within the root ball above the top of the structural roots.

3.4 PALM PLANTING

- A. Palm trees shall be placed at grade making sure not to plant the tree any deeper in the ground than the palm trees originally stood.
- B. The trees shall be placed with their vertical axis in a plumb position.
- C. All backfill shall be native soil. Water-settle the back fill.
- D. Do not cover root ball with mulch or topsoil.
- E. Provide a watering berm at each palm. Berms shall extend a minimum of 18 inches out from the trunk all around and shall be a minimum of (4) inches high.
- F. Remove twine which ties fronds together. Fronds shall be untied within 14 days of planting; the project will not be accepted under substantial completion with the palm's fronds tied

3.5 STAKING AND GUYING

- A. Trees that are guyed shall have their guys and stakes removed after 8-months or at as required by the Owner's Representative.
- B. Tree guying shall utilize the tree staking and guying materials specified. Guying to be tied in such a manner as to create a minimum 12-inch loop to prevent girdling.
 - A. Trees and palms shall stand plumb after staking or guying.
 - B. Stakes shall be driven to sufficient depth to hold the tree rigid.

3.6 STRAIGHTENING TREES AND PALMS

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

3.7 PRUNING OF TREES AND SHRUBS

- A. Prune trees and palms as directed by the Owner's Representative. Pruning trees shall be limited to addressing structural defects.
- B. All pruning shall be performed with a Certified Arborist on site to offer supervision and/or guidance on the work to be performed.
- C. Except for trees and palms specified as multi-stemmed or as otherwise instructed by the Owner's Representative, preserve or create a central leader.
- D. Pruning of large trees shall be done using pole pruners or if needed, from a ladder or hydraulic lift to gain access to the top of the tree. Do not climb in newly planted trees. Pruning may also be performed at the nursery prior to shipping.
- E. Remove and replace excessively pruned or malformed stock resulting from improper pruning that occurred in the nursery or after.
- F. Pruning shall be done with clean, sharp tools.
- G. No tree paint or sealants shall be used.

3.8 WATERING

- A. The Contractor shall be fully responsible to ensure that adequate water is provided to all trees and palms from the point of installation until the final acceptance of the project after the warranty period.
 - A. The contractor shall water all trees and palms regularly. The contractor shall provide schedules for all watering performed at least one week prior to commencement. The contractor shall notify the City prior to watering at the time outlined herein and must adhere to the schedule; the City will provide contact number for text when contractor crews are working on the project. The City will have the right to alter said schedules due to events or projects that may conflict or require immediate attention. In the first two weeks, watering should occur 4 times a week. The saucers around the trees and palms should be filled with a minimum of three inches of water. From the third week through the eight-week watering should be done 3 times a week. From the ninth week through the 52nd week watering should be done twice a week or more if needed. This is the minimum-watering schedule desired. If site conditions require more water, it is the responsibility of the contractor to make those scheduling changes. The City has the right at any time during the maintenance period to require additional watering.
 - B. The contractor shall keep the watering saucers free of weeds during the maintenance period.
- B. Hand water root balls of all trees and palms to assure that the root balls have moisture above wilt point and below field capacity. Test the moisture content in each root ball and the soil outside the root ball to determine the water content.
- C. The Contractor may be requested to install watering bag for each tree to be maintained and used for tree watering during the warranty period.
 - A. The watering bags shall be removed at the request of the Owner.

3.9 CLEAN-UP

- A. During installation, keep the site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day. Remove trash and debris from the site daily.
 - A. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property.
- B. Once installation is complete, wash all soil from pavements and other structures.
- C. Make all repairs to grades, ruts, and damage by the tree or palm installer to the work or other work at the site.
- D. Make all repairs to grades, ruts, and damage by the tree or palm installer to the work site.

- E. Remove and dispose of all excess tree or palming soil, subsoil, mulch, trees and palms, packaging, and other material brought to the site by the Contractor.

3.10 TREE OR PALM MAINTENANCE PRIOR TO SUBSTANTIAL COMPLETION ACCEPTANCE

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

3.11 SUBSTANTIAL COMPLETION ACCEPTANCE

- A. Upon written notice from the Contractor, the Owners Representative shall review the work and make a determination if the work is substantially complete.
 - A. Owners Representative will have 10 days for review.
- B. The date of substantial completion of the planting shall be the date when the Owner's Representative accepts all the work.
- C. The Tree or palm Warranty period begins at date of written notification of substantial completion from the Owner's Representative.

3.12 MAINTENANCE DURING THE WARRANTY PERIOD BY THE TREE OR PALM INSTALLER

- A. During the warranty period, provide all maintenance for all plantings to keep the trees and palms in a healthy state and the planting areas clean and neat.
- B. General requirements:
 - A. All work shall be undertaken by trained planting crews under the supervision of a foreman with a minimum of 5 years' experience supervising commercial tree or palm maintenance crews.
 - B. All chemical and fertilizer applications shall be made by licensed applicators for the type of chemicals to be used. All work and chemical use shall comply with all applicable local, provincial and federal requirements.
 - C. Assure that hoses and watering equipment and other maintenance equipment does not block paths or be placed in a manner that may create tripping hazards. Use standard safety warning barriers and other procedures to maintain the site in a safe manner for visitors at all times.
 - D. All workers shall wear required safety equipment and apparel appropriate for the tasks being undertaken.
 - E. The Contractor shall not store maintenance equipment at the site at times when they are not in use.
 - F. Maintain a detailed log of all maintenance activities including types of tasks, date of task, types and quantities of materials and products used, watering times and amounts, and number of each crew. Submit a copy of the logs at the end of each month of the maintenance agreement when invoicing for the work completed.
- C. Provide the following maintenance tasks:
 - A. Watering; Provide all water required to keep soil within and around the root balls at optimum moisture content for tree or palm growth.
 - B. Tree or palm pruning: Only at the Owner's Representative request.
 - C. Restore trees and palms: Reset any trees and palms that have settled or are leaning as soon as the condition is noticed.
 - D. Guying and staking: Maintain tree or palm guys in a taught position. Remove tree guys and staking after the first full growing season unless directed by Owner's Representative.
 - E. Weed control: Keep water rings free of weeds.
 - F. Tree or palm pest control: Maintain disease, insects and other pests at manageable levels. Manageable levels shall be defined as damage to trees and palms that may be noticeable to a professional but not to the average person. Use least invasive methods to control tree or palm disease and insect outbreaks.
 - a. The Owner's Representative must approve in advance the use of all chemical pesticide applications.

- C. **Tree or palm replacement:** Replace all trees and palms that are defective as defined in the warranty provisions, as soon as the tree or palm decline is obvious and in suitable weather and season for tree or palming as outlined in above sections. Trees and palms that become defective during the maintenance period shall be covered and replaced under the warranty provisions.

3.13 END OF WARRANTY FINAL ACCEPTANCE / MAINTENANCE OBSERVATION

- A. At the end of the Warranty and Maintenance period the Owner’s Representative shall observe the work and establish that all provisions of the contract are complete, and the work is satisfactory.
 - A. If the work is satisfactory, the maintenance period will end on the date of the final acceptance. Invoicing for project retainage can be submitted to the City after the Contractor has received written notice of acceptance.
 - B. If the work is deemed unsatisfactory, the maintenance period will continue at no additional expense to the Owner until the work has been completed, observed, and approved by the Owner’s Representative.
- B. **FAILURE TO PASS OBSERVATION:** If the work fails to pass final observation, any subsequent observations must be rescheduled as per above.

ATTACHMENT A

Information Requested on Locate and Design Tickets

Below are brief explanations of the information you will be required to provide when requesting locate or design tickets. The information is listed in the order it will be requested.

Excavation Information

Phone Number and Extension – Method to contact excavators and retrieve SSOCOF data.

Company Name/Address/City/State/Zip – Method to contact excavators.

Caller's Name – Validates who placed the call for the notice. It is also helpful in the event additional information is necessary.

Email Address – Allows the excavator to receive an automatic update from the positive response system and gives members another way to contact the excavator. Excavators can also elect to have copies of your tickets sent to this address for easy record retrieval at a later date.

Fax – Method to contact excavators.

Call Back – Establishes times when an excavator is available.

Mobile – Method to contact excavators.

Field Contact/phone/fax/pager/mobile/email – Method to contact excavator in the field.

Working For – The person or company for whom the work is being done.

Work Type – The type of work to be done at the job site.

Work Information

Depth – Approximate depth of the excavation.

Using Machinery – A yes or no answer indicates whether machinery will be used during the job.

White Lining – A yes, no or unknown answer indicates whether the area to be marked is outlined with white marks.

Directional Drilling – A yes, no or unknown answer indicates whether directional drilling will be done.

Permit Needed – This is not a requirement on all excavations but is asked as a courtesy to SSOCOF members.

Underwater Excavation – A yes or no answer indicates whether all or part of the job site is underwater.

Duration – Anticipated time excavation or demolition will last.

Damaged Facility – A yes or no answer to this question indicates the excavation is being done as a result of a prior damage.

Date Field

Start/Work Date – Date excavation or demolition will begin.

Due Date – 11:59 p.m. on the second or tenth business day.

Excavation Site Properties

Dig Site Type – Clarifies whether the excavation will take place at one physical address, multiple addresses, an intersection or between intersections.

County/Place – Identifies where the job site is located. *Street names may be duplicated from county to county, so it is imperative that the correct county is used.* Work outside Florida should be referred directly to facility owners or the one-call system responsible for that state.

Address – Physical address if excavation is taking place on a property. Please ensure you have the proper street name before contacting SSOCOF. Also use caution in identifying whether the address includes a street, avenue, boulevard, etc. If no physical address exists, provide detailed directions.

Street – Identifies where job site is located.

Near Street/Intersecting Street – The name of the street or intersecting street nearest the job site and if the near street is within a quarter mile of the job site.

Name of Subdivision/Lot Number – Identifies where job site is located.

Location Description – Identifies the specific portion of the job site that needs to be marked.

Remarks – Any additional information, comments or instructions to help members respond to the ticket including: 1) information that could prevent a locator from accessing the excavation site (i.e. locked gate or guard dog on property); 2) an excavator's request to meet with a member; 3) township-section-range coordinates to further describe excavation site; 4) driving directions; 5) safety precautions; and 6) GPS coordinates.

Tips for Requesting Locate Tickets

The key to getting timely and accurate locates is to be as specific as possible on the locate ticket.

1. Know the jobsite and give an accurate description of where it is located. Addresses, street intersections, railroad tracks, references to natural landmarks and driving directions are helpful.
2. Use the locate description to pinpoint exactly where excavation or demolition will occur and the depth. Give detailed marking instructions and state whether premarking (white lining) was done. The following descriptions may help you complete your ticket.
 - a. Use north, south, east and west rather than left or right.
 - b. If the excavation is in the roadway, marking instructions could include:
 - i. Mark from curb to curb.
 - ii. Mark from the right-of-way to the right-of-way and/or to corresponding easements.
 - iii. Mark from the centerline of the road to the (north, south, east or west) (lot line, curb or right-of-way) and designate footage to the ending point.
3. If the excavation site information does not adequately describe where locates are needed, members may need additional information before locating their underground facilities. If so, the start date may be

delayed until the required information is provided or white lining (pre-marking) has been done.

4. *If your office staff renews tickets, let them know when an ongoing project is complete so that tickets are no longer requested for that project.*
5. Always request your own locate ticket. Using another company's locate marks does not guarantee that their marks cover your entire excavation or demolition area.
6. Use the Remarks section on the locate ticket to notify locators when access to the job site is restricted.

Low Impact Marking Guidelines for Excavators

Excavators must follow the Low Impact Marking Guidelines in s.556.114, F.S., summarized below.

1. *Locate ticket requests should cover only those portions of a job site where excavation or demolition will occur within 30 calendar days of the date the ticket is requested.*
2. *When renewing tickets for jobs lasting longer than 30 calendar days, identify only the areas where excavation will occur (i.e. eliminate any areas where excavation or demolition is complete).*
3. Work sites that are difficult to explain should be pre-marked unless the excavator and member have mutually agreed otherwise.
4. Acceptable marking products for excavators to pre-mark a job site:
 - a. White flags
 - b. White stakes
 - c. White temporary, non-permanent paint
 - d. Other industry accepted low-impact marking practices

Note: Flags, stakes or other temporary markers made of biodegradable material could further goals of low impact marking, but such products are not required by s.556.114(4), F.S.

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

ADDENDUM NUMBER 1

NOTIFICATION DATE:	SOLICITATION TITLE:	SOLICITATION NUMBER:	BID OPENING DATE & TIME:
1/26/2023	Tree and Palm Fill-In Planting - ITB	23-008	2/1/2023 2:00PM

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

1. A bid bond plus performance and payment bonds are required. Correct?

Answer: Yes, pursuant to section G and H of the bid document a bid bond plus performance and payment bonds are required.

2. The project will be spread over two years, with the first year being 2023 and the second year 2024. Correct?

Answer: Reference Bid Specifications: 1.3 Contract Information (page 39)

3. The bonds are inclusive for one project, not two separate projects. We do not need two separate bonds. Correct?

Answer: 1 bid bond for both schedules.

4. Is mulch to be included in the planting price? If so, what type of mulch would we install?

Answer: Mulch is not a component of this bid.

IMPORTANT MESSAGE

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

5. Can you provide an example of how to fill out the bid schedule?

Answer:

We believe the calculations should be as follows.
 Example: (Tree & Planting With 1-Year Warranty)

18 Shady Lady Trees at \$500.00 = \$9,000.00
 18 Shady Lady Trees 1-Yr. Warranty at \$500.00 = \$9,000.00
 Total = \$18,000.00

12 Month Maintenance At \$100.00 Per Month x 12 months = \$1,200.00 x 18 = \$21,600.00
 Total = \$39,600.00

Is this Calculation Correct?

Answer:

Example of Formula to use:

Total = Estimated Quantity * (Tree & Planting with 1-year Warranty + (12-mo Maintenance * 12)

#	TREE NAME		UNIT	ESTIMATED QUANTITY	CALIPER SIZE	UNIT PRICE		TOTAL
	BOTANICAL	COMMON				TREE & PLANTING WITH 1-YEAR WARRANTY	12-MO. MAINTENANCE	
1	Swietenia mahogany	Mahogany	Each	55	2 1/2-inch	\$1,500	\$ __100__ Per Month	\$148,500

6. Can you send us the schedule of values in a fillable form. Excel format?

Answer: We will provide a schedule of values in a separate email.

7. Can you send us page 31 in a fillable format?

Answer: No, we do not have this in a fillable format.

###

IMPORTANT MESSAGE

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

**Phase-I
FY 2023 SCHEDULE OF VALUES
ITB 23-008
Tree and Palm Fill-in Planting**

#	TREE NAME		UNIT	ESTIMATED QUANTITY	CALIPER SIZE	UNIT PRICE		TOTAL
	BOTANICAL	COMMON				TREE & PLANTING WITH 1-YEAR WARRANTY	12-MO. MAINTENANCE	
1	Pimenta racemosa	Bay Rum	Each	1	2 1/2-inch	\$ 1,379.00	\$ 82.00 Per Month	\$ 2,005.00
2	Callistemon spp	Bottlebrush	Each	1	2 1/2-inch	\$ 822.00	\$ 82.00 Per Month	\$ 1,640.00
3	Paltothorum dubium	Copper Pod	Each	4	2 1/2-inch	\$ 1,080.00	\$ 82.00 Per Month	\$ 8,736.00
4	Ilex x attenuata-East Palatka	East Palatka Holly	Each	2	2 1/2-inch	\$ 1,083.00	\$ 82.00 Per Month	\$ 3,414.00
5	Conocarpus erectus	Green Buttonwood	Each	1	2 1/2-inch	\$ 727.00	\$ 82.00 Per Month	\$ 1,351.00
6	Bursera simaruba	Gumbo Limbo	Each	6	2 1/2-inch	\$ 910.00	\$ 82.00 Per Month	\$ 9,258.00
7	Bauhinia blakeana	Hong Kong Orchid	Each	4	2 1/2-inch	\$ 890.00	\$ 82.00 Per Month	\$ 6,068.00
8	Quercus virginiana	Live Oak	Each	2	2 1/2-inch	\$ 971.00	\$ 82.00 Per Month	\$ 3,190.00
9	Swietenia mahogani	Mahogany	Each	47	2 1/2-inch	\$ 910.00	\$ 82.00 Per Month	\$ 72,521.00
10	Simarouba glauca	Paradise Tree	Each	1	2 1/2-inch	\$ 948.00	\$ 82.00 Per Month	\$ 1,670.00
11	Tabebuia pallida	Pink Trumpet Tree	Each	16	2 1/2-inch	\$ 822.00	\$ 82.00 Per Month	\$ 24,736.00
12	Delonix regia	Royal Poinciana	Each	14	2 1/2-inch	\$ 1,008.00	\$ 82.00 Per Month	\$ 22,602.00
13	Buckia buceras-Shady Lady	Shady Lady	Each	18	2 1/2-inch	\$ 848.00	\$ 82.00 Per Month	\$ 26,460.00
14	Myrcianthes fragrans	Simpson's Stopper	Each	13	2 1/2-inch	\$ 1,888.00	\$ 82.00 Per Month	\$ 26,757.00
15	Butea arborea	Verawood	Each	12	2 1/2-inch	\$ 822.00	\$ 82.00 Per Month	\$ 18,652.00
16	Lysiloma lasiliquum	Wild Tamrid	Each	11	2 1/2-inch	\$ 822.00	\$ 82.00 Per Month	\$ 17,006.00
	TREE NAME		UNIT	ESTIMATED QUANTITY	OVERALL HEIGHT	UNIT PRICE		TOTAL
	BOTANICAL	COMMON				TREE & PLANTING WITH 1-YEAR WARRANTY	12-MO. MAINTENANCE	
17	Cocos nucifera	Coconut Palm	Each	11	10 feet	\$ 815.00	\$ 75.00 Per Month	\$ 18,885.00
18	Wodyetia bifurcata	Foxtail Palm	Each	7	10 feet	\$ 719.00	\$ 66.00 Per Month	\$ 8,653.00
19	Roystonia regia	Royal Palm	Each	20	10 feet	\$ 783.00	\$ 75.00 Per Month	\$ 33,260.00
20	Sabal palmetto	Sabal Palm	Each	9	10 feet	\$ 607.00	\$ 66.00 Per Month	\$ 11,403.00
				200		GRAND TOTAL		\$ 320,189.00

* All quantities represent estimated quantities. If the actual is less than or greater than what is identified, the unit price shall remain unchanged.

PLEASE NOTE:

1. Award based on comparative bid schedule.
2. The bid schedule represents species found in the City and that could potentially be requested to plant.

This solicitation has potential for P-Card Payment. Does your company accept credit card payment? YES ___ NO X
If "yes," please indicate payment options on the below chart.

Payment Options	YES	NO	PERCENTAGE AND/OR TERMS FOR EARLY PAYMENT
Is there a discount for a credit card payment?		X	
Is there an additional charge for credit card payment?		X	
Discount for early payment?		X	
Prompt payment terms: <u>0</u> % <u>30</u> Days; Net 30 Days		X	

Company Name: Hannula Landscaping & Irrigation, Inc.

EIN: 65-037595

Email: dhannula@hannulalandsaping.com

Name and Title of individual completing this schedule:
Dale Hannula, President

(Printed Name)

X Dale Hannula (Signature) 2/1/2023 (Date)

**Phase-II
FY 2024 SCHEDULE OF VALUES
ITB 23-008**

Tree and Palm Fill-in Planting

Phase-II bid schedule will be contingent upon FY 2024 budget approval.

#	TREE NAME		UNIT	ESTIMATED QUANTITY	CALIPER SIZE	UNIT PRICE		TOTAL
	BOTANICAL	COMMON				TREE & PLANTING WITH 1-YEAR WARRANTY	12-MO. MAINTENANCE	
1	Pimenta racemosa	Bay Rum	Each	1	2 1/2-inch	\$ 1,411.00	\$ __62.00__ Per Month	\$ 2,155.00
2	Callispermum spp	Bottlebrush	Each	16	2 1/2-inch	\$ 944.00	\$ __62.00__ Per Month	\$ 27,008.00
3	Peckophorum dubium	Copper Pod	Each	5	2 1/2-inch	\$ 1,084.00	\$ __62.00__ Per Month	\$ 9,540.00
4	Ilex attenuata-East Palmetta	East Palmetta Holly	Each	19	2 1/2-inch	\$ 1,108.00	\$ __62.00__ Per Month	\$ 35,183.00
5	Conocarpus erectus	Green Buttonwood	Each	6	2 1/2-inch	\$ 744.00	\$ __62.00__ Per Month	\$ 6,928.00
6	Bursera almaruba	Carbo Limbo	Each	7	2 1/2-inch	\$ 941.00	\$ __62.00__ Per Month	\$ 11,766.00
7	Bauhinia blakeana	Hong Kong Orchid	Each	2	2 1/2-inch	\$ 811.00	\$ __62.00__ Per Month	\$ 3,310.00
8	Quercus virginiana	Live Oak	Each	28	2 1/2-inch	\$ 894.00	\$ __62.00__ Per Month	\$ 48,854.00
9	Sesleria mahogani	Mahogany	Each	15	2 1/2-inch	\$ 1,792.00	\$ __62.00__ Per Month	\$ 40,576.00
10	Simeruba glauca	Paradise Tree	Each	3	2 1/2-inch	\$ 968.00	\$ __62.00__ Per Month	\$ 1,712.00
11	Tabebuia pallida	Pink Trumpet Tree	Each	5	2 1/2-inch	\$ 944.00	\$ __62.00__ Per Month	\$ 8,440.00
12	Delonix regia	Royal Poinciana	Each	9	2 1/2-inch	\$ 1,033.00	\$ __62.00__ Per Month	\$ 15,963.00
13	Bucida buceras-Shady Lady	Shady Lady	Each	38	2 1/2-inch	\$ 367.00	\$ __62.00__ Per Month	\$ 25,776.00
14	Myrciophyes fragrans	Stepson's Stopper	Each	10	2 1/2-inch	\$ 1,815.00	\$ __62.00__ Per Month	\$ 25,690.00
15	Bidens arborea	Verawood	Each	6	2 1/2-inch	\$ 944.00	\$ __62.00__ Per Month	\$ 5,732.00
16	Lycium latifolium	Wild Tamarid	Each	1	2 1/2-inch	\$ 944.00	\$ __62.00__ Per Month	\$ 1,888.00
GRAND TOTAL								
								\$ 362,910.00

* All quantities represent estimated quantities. The actual quantities to be ordered should be identified by the contractor with each purchase order.
PLEASE NOTE:
1. An acre based on a conventional 43,560 sq. ft. acre.
2. The final schedule (quantity) of items to be ordered may be subject to change and will be determined by the contractor.

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.

Payment Options	YES	NO	PERCENTAGE AND/OR TERMS FOR EARLY PAYMENT
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: <u>0</u> % <u>30</u> Days; Net 30 Days		<input checked="" type="checkbox"/>	

Company Name: Hannula Landscaping & Irrigation, Inc.
 EIN: 85-037896
 Email: dhannula@hannulalandscape.com

Name and Title of individual completing this schedule:
Eric Hannula, President
 (Printed name)
 X Eric Hannula 2/1/2024
 (Signature) (Date)

GENERAL INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

The Certificate must state the bid number and title.

When using the ACORD 25 – Certificate of Insurance only the most current version will be accepted. The City of Naples requires a copy of a cancellation notice in the event the policy is cancelled. The City of Naples shall be expressly endorsed onto the policy as a cancellation notice recipient.

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

1/31/2023

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

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

PRODUCER
Brown & Brown of FL, Inc. - Fort Myers
6611 Orion Drive Suite 201
Fort Myers FL 33912

INSURED
16667 Hannula Landscaping & Irrigation Inc.
17051 Jean Street Unit 7
Fort Myers FL 33967

CONTACT NAME:		
PHONE (A/C No., Ext.):	12392780278	FAX (A/C No.): 239-278-5306
E-MAIL ADDRESS: lorie.frost@bbrown.com		
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURER A : Southerm-Owners Insurance Company		10190
INSURER B : Auto-Owners Insurance Company		18988
INSURER C : Federal Insurance Company		20281
INSURER D : FFVA Mutual Insurance Co.		10385
INSURER E : Kinsale Insurance Company		
INSURER F :		

COVERAGES

CERTIFICATE NUMBER: 98486305

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL'SUBR INSD WYD	POLICY NUMBER	POLICY EFF MM/DD/YYYY	POLICY EXP MM/DD/YYYY	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		20317772	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY		5156153400	1/1/2023	1/1/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000		5156153401	1/1/2023	1/1/2024	EACH OCCURRENCE \$ 3,000,000 AGGREGATE \$ 3,000,000 \$
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y <input checked="" type="checkbox"/> N <input type="checkbox"/> N/A	WC640-0035419-2023A	1/1/2023	1/1/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased & Rented Equipment		45469032EUC	1/1/2023	1/1/2024	Lease/ Rented Limit 500,000
E	Umbrella over Auto		01002198160	1/1/2023	1/1/2024	Limit 3,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Dale Hannula is included for workers compensation coverage.
Bid 23-008 Tree and Palm Fill In Planting ITB
City of Naples is Additional Insured with respect to the General Liability when required by written contract.

CERTIFICATE HOLDER

CANCELLATION

City of Naples
735 8th Street S.
Naples FL 34102

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Attachment: Immigration Law Affidavit Certification

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

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

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

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

Company Name HANNULA LANDSCAPING AND IRRIGATION, INC.

Print Name Dale F. Hannula Title President

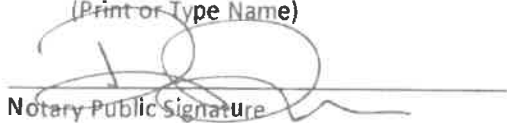
Signature  Date February 1, 2023

State of Florida


County of Lee

The foregoing instrument was signed and acknowledged before me this 1st. day of February, 2023, by

Dale F. Hannula who has produced Personally Known as identification.
(Print or Type Name) (Type of Identification and Number)


Notary Public Signature

Renee Rehbein

Printed Name of Notary Public Renee Rehbein
Notary Commission Number HH 047490


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



Menu 

My Company Account

My Company Profile

Company Information

Company Name

Hannula Landscaping and Irrigation, Inc.

Doing Business As (DBA) Name

Company ID

262825

Enrollment Date

Oct 09, 2009

Employer Identification Number (EIN)

650375795

Unique Entity Identifier (UEI)

DUNS Number

002272420

Total Number of Employees

20 to 99

NAICS Code

Sector

Construction

Subsector

Specialty Trade Contractors

[Edit Company Information](#)

Employer Category

Employer Category

None of these categories apply

[Edit Employer Category](#)

Company Addresses

Physical Address

17051 Jean Street Unit 7
Fort Myers, FL 33967

Mailing Address

Same as Physical Address

[Edit Company Addresses](#)

Hiring Sites

Number of Sites

1

[Edit Hiring Sites](#)

Company Access and MOU

My Company is Configured to:

Verify Its Own Employees

Memorandum of Understanding

[View Current MOU](#)

[U.S. Department of Homeland Security](#) [U.S. Citizenship and Immigration Services](#)

[Accessibility](#) [Plug-ins](#) [Site Map](#)

