



# INVITATION TO BID

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

## COVER SHEET

NOTIFICATION DATE:	SOLICITATION TITLE	SOLICITATION NUMBER:	OPENING DATE & TIME:								
12/30/2022	Tree and Palm Fill-in Planting - ITB	23-008	2/1/2023 2:00 PM								
<b>PRE-BID CONFERENCE DATE, TIME AND LOCATION:</b> A non-mandatory Pre-Bid conference will be held Monday, January 9, 2023 at 10:00 A.M. local time in the Purchasing Division located at 735 8th St South, Naples FL, 34102.											
LEGAL NAME OF PARTNERSHIP, CORPORATION OR INDIVIDUAL:											
MAILING ADDRESS:											
CITY-STATE-ZIP:											
PH:		EMAIL:									
FX:		WEB ADDRESS:									
AUTHORIZED SIGNATURE                      DATE		PRINTED NAME/TITLE									
I certify that this bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a bid for the same materials, supplies, or equipment and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this bid and certify that I am authorized to sign this bid for the bidder. In submitting a bid to the City of Naples the bidder offers and agrees that if the bid is accepted, the bidder will convey, sell, assign or transfer to the City of Naples all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of FL for price fixing relating to the particular commodities or services purchased or acquired by the City of Naples. At the City's discretion, such assignment shall be made and become effective at the time the City tenders final payment to the bidder.											
<b>FEI/EIN Number</b> _____ <b>DUNS Number</b> _____											
<p style="text-align: center; color: red; font-size: small;">Please initial by all that apply I acknowledge receipt/ review of the following addendum</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 25%; border: none;">_____ Addendum #1</td> <td style="width: 25%; border: none;">_____ Addendum #2</td> <td style="width: 25%; border: none;">_____ Addendum #3</td> <td style="width: 25%; border: none;">_____ Addendum #4</td> </tr> <tr> <td style="border: none;">_____ Addendum #5</td> <td style="border: none;">_____ Addendum #6</td> <td style="border: none;">_____ Addendum #7</td> <td style="border: none;">_____ Addendum #8</td> </tr> </table>				_____ Addendum #1	_____ Addendum #2	_____ Addendum #3	_____ Addendum #4	_____ Addendum #5	_____ Addendum #6	_____ Addendum #7	_____ Addendum #8
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_____ Addendum #5	_____ Addendum #6	_____ Addendum #7	_____ Addendum #8								

### PLEASE NOTE THE FOLLOWING

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

## GENERAL CONDITIONS

**TO ENSURE ACCEPTANCE OF THE PROPOSAL, PLEASE FOLLOW THESE INSTRUCTIONS. ANY AND ALL SPECIAL CONDITIONS, ATTACHED HERETO, HAVE PRECEDENCE.**

1. **SEALED PROPOSAL:** All proposals must be submitted in a sealed envelope. The face of the envelope shall contain the proposal name and proposal number. Proposals not submitted on attached proposal form shall be rejected. All proposals are subject to the conditions specified herein. Those which do not comply with these conditions are subject to rejection.
2. **DEFINITIONS:** Uses of the following terms are interchangeable as referenced: "vendor, contractor, supplier, proposer, company, parties, persons", "purchase order, PO, contract, agreement", "city, City of Naples, Naples, agency, owner, requestor, parties", "bid, proposal, response, quote".
3. **BID EXPENSES:** Bidders shall bear all costs and expenses incurred in developing, preparing, and submitting bids.
4. **EXECUTION OF PROPOSAL:** Proposal must contain a manual signature of authorized representative in the proposal section. Proposal must be typed or printed in ink. Use of erasable ink is not permitted. All corrections made by proposer to his proposal must be initialed.
5. **BID FORMATTING:** Vendor should type or electronically enter the information onto its bid submittal to prevent errors in the evaluation. Failure to type or electronically enter the information may result in bid disqualification.
6. **NO PROPOSAL:** If not submitting a proposal, respond by returning the Statement of No Proposal and explain the reason in the spaces provided. Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "NO PROPOSAL," and it must be received no later than the stated proposal opening date and hour.
7. **PROPOSAL OPENING:** Shall be public, on the date and at the time specified on the proposal form. It is the proposer's responsibility to assure that his proposal is delivered at the proper time and place of the proposal opening. Proposals which for any reason are not so delivered will not be considered. Offers by telegram; telephone; or fax are not acceptable. Proposal files may be examined during normal working hours.
8. **WITHDRAWAL OF PROPOSALS:** Withdrawal of a proposal within sixty (60) days after the opening of proposals is subject to suspension or debarment in accordance with Section 2-668(2) of the City Code.
9. **PRICES, TERMS and PAYMENT:** Prices shall be proposed if required by this request for proposal and include all packing, handling, shipping charges and delivery to the destination shown herein. Proposer is encouraged to offer cash discount for prompt invoice payment. Terms of less than 20 days will not be considered.
  - A. **TAXES:** The City of Naples does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to purchases of tangible personal property made by contractors who use the tangible personal property in the performance of contracts for the improvement of City-owned real property.
  - B. **MISTAKES:** Proposers are expected to examine the specifications, delivery schedule, proposal prices, extensions, and all instructions pertaining to supplies and services. Failure to do so will be at proposer's risk. In case of mistake in extension, the unit price will govern.

- C. CONDITION AND PACKAGING:** It is understood and agreed that any item offered or shipped as a result of this proposal shall be a new, current standard production model available at the time of this proposal. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.
- D. SAFETY STANDARDS:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall comply with applicable requirements of Occupational Safety and Health Act and any standards there under.
- E. UNDERWRITERS' LABORATORIES:** Unless otherwise stipulated in the proposal, all manufactured items and fabricated assemblies shall carry U.L. approval and re-examination listing where such has been established.
- F. PAYMENT:** Payment will be made by the buyer after the items awarded to a vendor have been received, inspected, and found to comply with award specifications, free of damage or defect and properly invoiced. All invoices shall bear the purchase order number. Payment for partial shipments shall not be made unless specified in the proposal. Failure to follow these instructions may result in delay in processing invoices for payment. In addition, the purchase order number must appear on bills of lading, packages, cases, delivery lists and correspondence.
- G. CREDIT CARD PAYMENT:** The City of Naples may, at its discretion, use VISA/MASTER card credit network as a payment vehicle for goods and services purchased as a part of this contract. The City of Naples will not accept any additional surcharges (credit card transaction fees) as a result of using the City's credit card for transactions relating to this solicitation.
- 10. DELIVERY:** Unless actual date of delivery is specified (or if specified delivery cannot be met), show number of days required to make delivery after receipt of purchase order in space provided. Delivery time may become a basis for making an award (see Special Conditions). Delivery shall be within the normal working hours of the user, Monday through Friday, unless otherwise specified. Unless otherwise specified, all prices are to be FOB-Destination.
- 11. MANUFACTURERS' NAMES AND APPROVED EQUIVALENTS:** Any manufacturers' names, trade names, brand names, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The proposer may offer any brand for which he is an authorized representative, which meets or exceeds the specification for any item(s). If proposals are based on equivalent products, indicate on the proposal form the manufacturer's name and number. Proposer shall submit with his proposal, cuts, sketches, and descriptive literature, and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. The proposer shall also explain in detail the reason(s) why the proposed equivalent will meet the specifications and not be considered an exception thereto. Proposals which do not comply with these requirements are subject to rejection. Proposals lacking any written indication of intent to quote an alternate brand will be received and considered in complete compliance with the specifications as listed on the proposal form.
- 12. SPECIAL CONDITIONS:** The Purchasing Department has the authority to issue Special Conditions as required for any solicitation. Any Special Conditions that vary from these General Conditions will take precedence over the General Conditions. The special additions are supplemental and in addition to the General Conditions. To the extent that there is a conflict between the General Conditions and the Special Conditions, the Special Conditions will apply and control to the extent of the conflict.
- 13. ADDENDA AND INTERPRETATIONS:** No interpretations of the meaning of the plans, specifications or other contract documents will be made orally to any bidder. Prospective bidders must request from the Purchasing and Contracts Manager such interpretation in writing. To be considered, such request must be received 10 calendar days prior to the bid opening. Request must reference the date of bid opening, bid title, and bid number. Failure to comply with this condition will result in bidders waiving their rights to dispute the proposal. Any and all interpretations and any supplemental instructions will be in the form of a written addenda which, if issued, will be posted on the City website and DemandStar.com not later than (3) days prior for the opening of bids. Failure of any bidder to receive any such addenda or

interpretation shall not relieve any bidder from any obligation under their bid as submitted. All addenda so issued shall become a part of the contract document.

- 14. CONFLICT OF INTEREST:** All proposal awards are subject to Section 2-72 Conflict of Interest, City of Naples Code of Ordinances, which states: *"No public officer or employee shall have or hold any employment or contractual relationship with any business entity or any agency which is subject to the regulation of or is doing business with the city; nor shall an officer or employee have or hold any employment or contractual relationship that will create a continuing or frequently recurring conflict between his private interests and the performance of his public duties or that would impede the full and faithful discharge of his public duties. Any member of the city council or any city officer or employee who willfully violates this section shall be guilty of malfeasance in office or position and shall forfeit his office or position. Violation of this section with the knowledge, express or implied, of the person or corporation contracting with or making a sale to the city shall render the contract or sale voidable by the city manager or the city council."*

- 15. CONE OF SILENCE:** "Cone of Silence" means a prohibition on any communication regarding a particular Request for Proposals (RFP), Request for Qualifications (RFQ), Invitation to Bid (ITB), or other competitive solicitation between:

Any person who seeks an award therefrom, including a potential vendor or vendor's representative, and

The City Council, City Attorney, and all City employees, and any non-employee appointed to evaluate or recommend selection in such procurement process.

The Cone of Silence shall not apply to communications with the Procurement Official to obtain clarification or information concerning the subject solicitation. Any such contact other than the Procurement Official may be considered grounds for disqualification. The City shall not be responsible for oral interpretations given by any City employee or its representative. For purposes of this section, "vendor's representative" means an employee, partner, director, or officer of a potential vendor, or consultant, lobbyist, or actual or potential subcontractor or sub-consultant of a vendor, or any other individual acting through or on behalf of any person seeking an award.

- 16. AWARDS:** As the best interest of the City may require, the right is reserved to make award(s) by individual item, group of items, all or none, divide the award or a combination thereof; to reject any and all proposals or waive any minor irregularity or technicality in proposals received.

- 17. ADDITIONAL QUANTITIES:** For a period not exceeding ninety (90) days from the date of acceptance of this offer by the buyer, the right is reserved to acquire additional quantities up to but not exceeding those shown on proposal at the prices proposal in this invitation. If additional quantities are not acceptable, the proposal sheets must be noted "PROPOSAL IS FOR SPECIFIED QUANTITY ONLY." (THIS PARAGRAPH DOES NOT APPLY FOR A TERM CONTRACT.)

- 18. SERVICE AND WARRANTY:** Unless otherwise specified, the proposer shall define any warranty service and replacements that will be provided during and subsequent to this contract. Proposers must explain on an attached sheet to what extent warranty and service facilities are provided.

The City of Naples will not accept any disclaimer of the warranties of merchantability and fitness for a particular purpose for the products offered. Proposals will clearly state any additional warranties and guarantees against defective materials and workmanship. A copy of the complete manufacturer's warranty statement is to be submitted with the proposal.

- 19. SAMPLES:** Samples of items, when called for, must be furnished free of expense, and if not destroyed, may upon request, be returned at the proposer's expense. Each individual sample must be labeled with proposer's name, manufacturer's brand name and number, proposal number and item reference. Request for return of samples shall be accompanied by instructions which include shipping authorization and name of carrier and must be received with your proposal. If instructions are not received within this time, the commodities shall be disposed of by the City of Naples.

- 20. PROPOSAL PROTESTS:** The City of Naples has formal protest procedures that are available upon request.
- 21. INSPECTION, ACCEPTANCE AND TITLE:** Inspection and acceptance will be at destination unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contract supplier until accepted by the ordering agency, unless loss or damage results from negligence by the ordering.
- 22. DISPUTES:** In case of any doubt or difference of opinion as to the items to be furnished hereunder, the decision of the buyer shall be final and binding on both parties.
- 23. GOVERNMENTAL RESTRICTIONS:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship or performance of the items offered on this proposal prior to their delivery, it shall be the responsibility of the successful proposer to notify the buyer at once, indicating in his letter the specific regulation which required an alteration. The City reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no expense to the City.
- 24. LEGAL REQUIREMENTS:** Applicable provision of all Federal, State, county and local laws, and of all ordinances, rules, and regulations shall govern development submittal and evaluation of all proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a proposal response hereto and the City of Naples by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any proposer shall not constitute a cognizable defense against the legal effect thereof.
- 25. PATENTS AND ROYALTIES:** The proposer, without exception, shall indemnify and save harmless the City of Naples and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or used in the performance of the contract, including its use by the City of Naples. If the proposer uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood without exception that the proposal prices shall include all royalties or cost arising from the use of such design, device, or materials in any way involved in the work.
- 26. ADVERTISING:** In submitting a proposal, proposer agrees not to use the results therefrom as a part of any commercial advertising.
- 27. ASSIGNMENT:** Any Purchase Order issued pursuant to this proposal invitation and the monies which may become due hereunder are not assignable except with the prior written approval of the buyer.
- 28. LIABILITY:** The supplier shall hold and save the City of Naples, its officers, agents, and employees harmless from liability of any kind in the performance of this contract.
- 29. PUBLIC ENTITY CRIMES:** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal on a contract to provide any goods or services to a public entity, may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, for CATEGORY TWO for a period of 36 months from the date of being placed on the convicted vendor list.
- 30. DISCRIMINATION:** Pursuant to Subsection 287.134(2)(a), F.S., "an entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity".

**31. COUNTY TAXES:** No proposal shall be accepted from and no contract will be awarded to any person, firm or corporation that is in arrears to the government of Collier County, Florida.

**32. OFFER EXTENDED TO OTHER GOVERNMENTAL ENTITIES:** The City of Naples encourages and agrees to the successful proposer/proposer extending the pricing, terms and conditions of this solicitation or resultant contract to other governmental entities at the discretion of the successful proposer/proposer.

**IF THIS PROPOSAL IS FOR A TERM CONTRACT, THE FOLLOWING CONDITIONS SHALL ALSO APPLY**

**33. ELIGIBLE USERS:** All departments of the City of Naples are eligible to use this term contract. Such purchases shall be exempt from the competitive proposal requirements otherwise applying to their purchases.

**34. PRICE ADJUSTMENTS:** Any price decrease effectuated during the contract period by reason of market change shall be passed on to City of Naples. Price increases are not acceptable.

**35. CANCELLATION:** All contract obligations shall prevail for at least one hundred eighty (180) days after effective date of contract. After that period, for the protection of both parties, this contract may be cancelled in whole or in part by either party by giving thirty (30) days prior written notice to the other party.

**36. RENEWAL:** Contract will be in-place for a three (3) year term with an optional two (2) one (1) year renewals, if mutually agreed upon by the CITY and CONTRACTOR. Pursuant to the City of Naples Code of Ordinances, Sec.2-667(7)(e), the term of this contract may be extended by the parties for no more than two years. Each renewal or extension shall be automatically extended for automatic and successive additional terms, unless either party gives written notice to the other not fewer than ninety (90) days prior to the expiration of the then current term. It is recognized that the terms "renewal" and "extension" once had a distinct meaning in the law; however, the intent of this section is that no contract whether continued by a renewal, extension, or a combination of the two, will result in a term of more than three years plus two years, for a total of five years maximum without City Council approval.

**37. ABNORMAL QUANTITIES:** While it is not anticipated, should any unusual or abnormal requirements arise, the City reserves the right to solicit separate proposals thereon.

**38. FISCAL NON-FUNDING CLAUSE:** In the event sufficient funds are not budgeted for a new fiscal period, the City shall notify the contractor of such occurrence and the contract shall terminate on the last day of the current fiscal year without penalty or expense to the City.

**IF THIS PROPOSAL IS FOR PERFORMING A SERVICE, THE FOLLOWING CONDITIONS SHALL ALSO APPLY**

**39. ALTERNATIVE PROPOSALS:** Proposers offering service delivery methods other than those permitted by the scope of work may submit a separate envelope clearly marked "ALTERNATIVE PROPOSAL". Alternative proposals will be deemed non-responsive and will not be considered for award. All such responses will, however, be examined prior to award. Such examination may result in cancellation of all proposals received to permit rewriting the scope of work to include the alternative method, or the alternative method may be considered for future requirements of the City of Naples.

**40. ANTITRUST:** By entering into a contract, the contractor conveys, sells, assigns and transfers to the City of Naples all rights, titles and interest it may now have or hereafter acquire under the antitrust laws of the United States and the State of Florida that relate to the particular goods or services purchased or acquired by the City of Naples under said contract.

**41. PROPOSER INVESTIGATIONS:** Before submitting a proposal, each proposer shall make all investigations and examinations necessary to ascertain all site conditions and requirements affecting the full performance of the contract and to verify any representations made by the City of Naples upon

which the proposer will rely. If the proposer receives an award as a result of its proposal submission, failure to have made such investigations and examinations will in no way relieve the proposer from its obligation to comply in every detail with all provisions and requirements of the contract documents, nor will a plea of ignorance of such conditions and requirements be accepted as a basis for any claim whatsoever by the contractor for additional compensation.

- 42. CERTIFICATES AND LICENSES:** The Contractor, at time of proposal, shall possess the correct occupational licenses, all professional licenses or other authorizations necessary to carry out and perform the work required by the City of Naples and Collier County for this project pursuant to all applicable Federal, State and Local Laws, Statutes, Ordinances, and rules and regulations of any kind.
- 43. CHANGE IN SCOPE OF WORK:** The City of Naples may order changes in the work consisting of additions, deletions or other revisions within the general scope of the contract. No claims may be made by the contractor that the scope of the project or of the contractor's services has been changed, requiring changes to the amount of compensation to the contractor or other adjustments to the contract unless such changes or adjustments have been made by written amendment to the contract signed by the City of Naples and the contractor. If the contractor believes that any particular work is not within the scope of the project, is a material change, or will otherwise require more compensation to the contractor, the contractor must immediately notify the City in writing of this belief. If the City believes that the particular work is within the scope of the contract as written, the contractor will be ordered to and shall continue with the work as changed and at the cost stated for the work within the scope.
- 44. CHANGE ORDERS:** The City may, by field directive, authorize minor variations from the requirements of the contract documents, which do not involve an adjustment in the contract price or the contract time and are consistent with the overall intent of the contract documents. Supplemental agreements, in the form of "change orders" shall be used to clarify the plans and specifications, to provide for unforeseen work or alterations in plans, to change the limits of construction to meet field conditions, to provide a safe and functional connection to an existing facility, to make the project functionally operational in accordance with the intent of the original contract, or to adjust the contract price or the contract time requirements. The City of Naples will not pay more than a total of 10% on markup and overhead. Any supplemental agreement shall be approved by the City Manager, contractor and the architect/engineer, if applicable, prior to the commencement of the modified work. The City Manager may only approve contract change orders not exceeding 25 percent of the original contract that were originally approved by City Council. Contracts originally approved at \$50,000.00 or less will be limited to an amount that does not exceed \$75,000.00 for a change order or modification. (City Code Sec.2-667.(7)(a)(b)).

The City reserves the right to make, at any time prior to or during the progress of the work, increases or decreases in the quantities of work as may be found necessary or desirable by the City. Compensation for changes in quantities shall be at the bid unit price for the specific item of work with no additional charges allowed for the change in quantity.

All unit prices for items of work in the original contract shall be considered all-inclusive of expenses necessary to accomplish the work regardless of the unit of measure (e.g. LS, LF, CY, SY, TN, etc.) including but not limited to:

1. Material
2. Delivery
3. Direct Labor
4. Taxes
5. Rental rates
6. Fringe Benefits
7. Overhead
8. Profit
9. Markup

A change in quantities whether greater than or lower than the original bid quantity shall be treated as if

the new quantity was part of the original quantity of work with respect to unit value. Upon approval of changed quantities the quantities shall be adjusted on the schedule of values to reflect the new total quantity of each item of work. Each proposal for change order shall list both the reduction in quantity of deleted work and increased quantity of added work. The City of Naples will not pay more than a total of 10% on markup and overhead when establishing a negotiated fee for items not listed by unit price.

- 45. AWARDED CONTRACT:** An awarded contract with hourly rates will determine any overtime that is authorized by the City and its Project Manager. Any authorized overtime rates will be based on the standard 1.5 time the indicated hourly rate. This multiplier will be used on any overtime hours being charged that have been mutually agreed upon by the CITY and CONTRACTOR.
- 46. RATE ADJUSTMENTS:** Rate Adjustments: Any adjustment to an awarded agreement that contains equipment and labor rates in the agreement shall be made in one or more of the following ways:
1. By agreement on a fixed price adjustment before commencement of the pertinent performance or as soon thereafter as practicable;
  2. By unit prices specified in the Contract or subsequently agreed upon;
  3. By the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as specified in the Contract or subsequently agreed upon;
  4. In such other manner as the parties may mutually agree; or
  5. In the absence of agreement between the parties, by a unilateral determination by the Agency procurement officer of the costs attributable to the event or situation covered by the provision, plus appropriate profit or fee, all as computed by the Agency procurement officer in accordance with generally accepted accounting principles.
- 47. CONTRACTOR PERSONNEL:** The City of Naples shall, throughout the life of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the City reasonably rejects staff or subcontractors, the contractor must provide replacement staff or subcontractors satisfactory to the City in a timely manner and at no additional cost to the City. The day-to-day supervision and control of the contractor's employees and sub-contractors is the responsibility solely of the contractor.
- 48. COST REIMBURSEMENT:** The contractor agrees that all incidental costs, including allowances for profit and tools of the trade, must be included in the proposal rates. If an arrangement is made between the contractor and the City to reimburse the contractor for the cost of materials provided in the performance of the work, the contractor shall be reimbursed in the following manner: The City shall reimburse the contractor on completion and acceptance of each assigned job, only for those materials actually used in the performance of the work that is supported by invoices issued by the suppliers of the contractor describing the quantity and cost of the materials purchased. No surcharge shall be added to the supplier's invoices or included in the contractor's invoice submitted to the City that would increase the dollar amount indicated on the supplier's invoice for the materials purchased for the assigned job.
- 49. EXCEPTIONS:** Proposers taking exception to any part or section of the solicitation shall indicate such exceptions on the proposal form. Failure to indicate any exception will be interpreted as the proposer's intent to comply fully with the requirements as written. Conditional or qualified proposals, unless specifically allowed, shall be subject to rejection in whole or in part.
- 50. FAILURE TO DELIVER:** In the event of the contractor to fail to deliver services in accordance with the contract terms and conditions, the City, after due oral or written notice, may procure the services from other sources and hold the contractor responsible for any resulting purchase and administrative costs. This remedy shall be in addition to any other remedies that the City may have.
- 51. FAILURE TO ENFORCE:** Failure by the City at any time to enforce the provisions of the contract shall not be construed as a waiver of any such provisions. Such failure to enforce shall not affect the validity of the contract or any part thereof or the right of the City to enforce any provision at any time in accordance with its terms.



- 52. FORCE MAJEURE:** The contractor shall not be held responsible for failure to perform the duties and responsibilities imposed by the contract due to legal strikes, fires, riots, rebellions and acts of God beyond the control of the contractor, unless otherwise specified in the contract.
- 53. INDEPENDENT CONTRACTOR:** The contractor shall be legally considered an independent contractor and neither the contractor nor its employees shall, under any circumstances, be considered servants or agents of the City of Naples and the City of Naples shall be at no time legally responsible for any negligence or any wrongdoing by the contractor, its servants or agents. The City of Naples shall not withhold from the contract payments to the contractor any federal income taxes, Social Security tax, or any other amounts for benefits to the contractor. Further, the City shall not provide to the contractor any insurance coverage or other benefits, including Workers' Compensation normally provided by the City for its employees.
- 54. ORAL STATEMENTS:** No oral statement of any person shall modify or otherwise affect the terms, conditions or specifications stated in this contract. All modifications to the contract must be made in writing by the City of Naples.
- 55. QUALIFICATIONS OF PROPOSERS:** The proposer may be required, before the award of any contract, to show to the complete satisfaction of the City of Naples that it has the necessary facilities, ability, and financial resources to provide the service specified therein in a satisfactory manner. The proposer may also be required to give a past history and references in order to satisfy the City in regard to the proposer's qualifications. The City may make reasonable investigations deemed necessary and proper to determine the ability of the proposer to perform the work, and the proposer shall furnish to the City all information for this purpose that may be requested. The City reserves the right to reject any proposal if the evidence submitted by, or investigation of, the proposer fails to satisfy the City that the proposer is properly qualified to carry out the obligations of the contract and to complete the work described therein. Evaluation of the proposer's qualifications shall include:
- > The ability, capacity, skill and financial resources to perform the work or service.
  - > The ability to perform the work service promptly or within the time specified, without delay.
  - > The character, integrity, reputation, judgment, experience, and efficiency of the proposer.
  - > The quality of performance of previous contracts or services.
- 56. QUALITY CONTROL:** The contractor shall institute and maintain throughout the contract period a properly documented quality control program designed to ensure that the services are provided at all times and in all respects in accordance with the contract. The program shall include providing daily supervision and conducting frequent inspections of the contractor's staff and ensuring that accurate records are maintained describing the disposition of all complaints. The records so created shall be open to inspection by the City.
- 57. RECOVERY OF MONEY:** Whenever, under the contract, any sum of money shall be recoverable from or payable by the contractor to the City, the same amount may be deducted from any sum due to the contractor under the contract or under any other contract between the contractor and the City. The rights of the City are in addition and without prejudice to any other right the City may have to claim the amount of any loss or damage suffered by the City on account of the acts or omissions of the contractor.
- 58. REQUIREMENTS CONTRACT:** During the period of the contract, the contractor shall provide all the services described in the contract. The contractor understands and agrees that this is a requirements contract and that the City shall have no obligation to the contractor if no services are required. Any quantities that are included in the scope of work reflect the current expectations of the City for the period of the contract. The amount is only an estimate and the contractor understands and agrees that the City is under no obligation to the contractor to buy any amount of services as a result of having provided this estimate or of having any typical or measurable requirement in the past. The contractor further understands and agrees that the City may require services in excess of the estimated annual contract amount and that the quantity actually used whether in excess of, or less than, the estimated annual contract amount and that the quantity actually used shall not give rise to any claim for compensation other than the total of the unit prices in the contract for the quantity actually used.

- 59. TERMINATION FOR CONVENIENCE:** The performance of work under the contract may be terminated by the City in whole or in part whenever the City determines that termination is in the City's best interest. Any such termination shall be effected by the delivery to the contractor of a written notice of termination of at least seven (7) days before the date of termination, specifying the extent to which performance of the work under the contract is terminated and the date upon which such termination becomes effective. After receipt of a notice of termination, except as otherwise directed, the contractor shall stop work on the date of the receipt of the notice or other date specified in the notice; place no further orders or subcontracts for materials, services or facilities except as necessary for completion of such portion of the work not terminated; terminate all vendors and subcontracts; and settle all outstanding liabilities and claims.
- 60. TERMINATION FOR DEFAULT:** The City of Naples reserves the right to terminate the contract if the City determines that the contractor has failed to perform satisfactorily the work required, as determined by the City. In the event the City decides to terminate the contract for failure to perform satisfactorily, the City shall give to the contractor at least seven (7) days written notice before the termination takes effect. The fifteen-day period will begin upon the mailing of notice by the City. If the contractor fails to cure the default within the seven (7) days specified in the notice and the contract is terminated for failure to perform satisfactorily, the contractor shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by the contractor up to the date of termination that were accepted by the City prior to the termination. In the event the City terminates the contract because of the default of the contractor, the contractor shall be liable for all excess costs that the City is required to expend to complete the work under contract.
- 61. STATE AND FEDERAL EMPLOYMENT LAWS:** Contractors providing service to the City are required to comply with all state and federal employment laws. This includes, but is not limited to, laws resulting from the Immigration and Reform and Control Act of 1986, wherein all employers are required to verify the identity and employment eligibility of all employees. The Department of Homeland Security, U.S. Citizenship and Immigration Services require employees and employers to complete Form I-9 and the employer must examine evidence of identity and employment eligibility within three business days of the date employment begins. Non compliant contractors will be subject to contract sanctions, up to and including contract termination.
- 62. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION:** "Debarment and Suspension" and 2 CFR 180 "OMB Guidelines to Agencies on Government wide Debarment and Suspension." These rules require all contractors using federal funds not be debarred or suspended from doing business with the Federal Government. This includes sub-recipients and lower tier participant for covered transactions. Signing and submitting this document certified the organization and its principals are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency, and further have not within the preceding three-year period been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction.
- 63. 119.0701 F.S. CONTACT INFORMATION FOR CITY OF NAPLES' CUSTODIAN OF PUBLIC RECORDS, CITY CLERK'S OFFICE:** If the CONTRACTOR has questions regarding the application of Chapter 119, Florida Statutes, to the CONTRACTOR'S duty to provide public records relating to this contract, contact the City of Naples' Custodian of Public records, the City Clerk at Telephone: 239-213-1015; Email: [PublicRecordsRequest@naplesgov.com](mailto:PublicRecordsRequest@naplesgov.com); Address: 735 8th Street S., Naples, Florida 34102; Mailing address: same as street address.
- 64. FLORIDA PUBLIC RECORDS LAW:** In accordance with Chapter 119, Florida Statutes, and, except as may be provided by other applicable State and Federal laws, all Proposers should be aware that sealed bids, proposals, or replies received by the City pursuant to a competitive solicitation thereto are in the public domain and are available for public inspection, review and copying. The Proposers are requested, however, to identify specifically any information contained in their bids/proposals which they consider confidential and/or proprietary, inclusive of trade secrets as defined in s. 812.081,

Florida Statutes, and which they believe to be exempt from disclosure, citing specifically the applicable exempting law. All proposals received in response to any invitation to bid, request for proposals, or request for qualifications, will become the property of the City of Naples and will not be returned. In the event of an award, all documentation produced as part of the contract will become the exclusive property of the City. All materials that qualify for exemption from Chapter 119, Florida Statutes or other applicable law must be submitted in a separate envelope, clearly identified as "EXEMPT FROM PUBLIC DISCLOSURE" with your firm's name and the proposal number marked on the outside. The City will not accept bids/proposals when the entire proposal is labeled as exempt from public disclosure.

Be aware that the designation of an item as exempt from public disclosure by a Proposer may be challenged in court by any person or entity. By designation of material in your proposal as exempt from public disclosure, Proposer agrees to defend the City of Naples (and its employees, agents and elected and appointed officials) against all claims and actions (whether or not a lawsuit is commenced) related to Proposer's designation of material as exempt from public disclosure and to hold harmless the City of Naples (and its employees, agents and elected and appointed officials) for any award to a plaintiff for damages, costs and attorneys' fees, and for costs and attorneys' fees incurred by the City by reason of any claim or action related to you designation of material as exempt from public disclosure.

**Note: Proposer's References and Proposal Cost or Price will be deemed a public record, and if a claim of confidentiality is made, the City may deem the proposal non-responsive.**

In accordance with Chapter 119.071(1)(b)2. of the Florida Statutes, sealed bids, proposals, or replies received by an agency pursuant to a competitive solicitation are exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

In accordance with Chapter 119.071(1)(c)3. of the Florida Statutes, if an agency rejects all bids, proposals, or replies submitted in response to a competitive solicitation and the agency concurrently provides notice of its intent to reissue the competitive solicitation, the rejected bids, proposals, or replies remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A bid, proposal, or reply is not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

In accordance with Chapter 286.0113(2)(c)3. of the Florida Statutes, if the agency rejects all bids, proposals, or replies and concurrently provides notice of its intent to reissue a competitive solicitation, the recording and any records presented at the exempt meeting remain exempt from s. 119.07(1) and s. 24(a), Art. I of the State Constitution until such time as the agency provides notice of an intended decision concerning the reissued competitive solicitation or until the agency withdraws the reissued competitive solicitation. A recording and any records presented at an exempt meeting are not exempt for longer than 12 months after the initial agency notice rejecting all bids, proposals, or replies.

- 65. EQUAL EMPLOYMENT OPPORTUNITY CLAUSE:** City of Naples, in accordance with the provisions of Title VII of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all Proposers that it will ensure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit proposals in response to this advertisement and will not be discriminated against on the ground of race, color or national origin in consideration for an award.

**THE CITY OF NAPLES IS AN EQUAL OPPORTUNITY EMPLOYER**

## 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.**

## STATEMENT OF NO BID/PROPOSAL

If you do not intend to submit a bid or proposal on this requirement, please complete and return only this page.

Please return via email to [purchasing@naplesgov.com](mailto:purchasing@naplesgov.com) or by mail to:

City of Naples, Purchasing Division  
City Hall, 735 8<sup>th</sup> Street South  
Naples, FL 34102  
Fax 239-213-7105

Failure to respond 3 times in succession without justification shall be cause for removal of the supplier's name from the proposal mailing list. NOTE: To qualify as a respondent, proposer must submit a "STATEMENT OF NO BID/PROPOSAL" and it must be received no later than the stated bid/proposal opening date and hour.

Bid # \_\_\_\_\_

Bid Title: \_\_\_\_\_

We, the undersigned, decline to bid on the above project for the following reason(s):

- \_\_\_ We are not able to respond to the Invitation to Bid by the specified deadline.
- \_\_\_ Our Company does not offer this product or service.
- \_\_\_ Our current work schedule will not permit us to perform the required services.
- \_\_\_ Unable to meet bond requirements.
- \_\_\_ Unable to meet insurance requirements.
- \_\_\_ Unable to meet bond specifications.
- \_\_\_ Specifications are incomplete, or information is unclear  
(Please explain below).

\_\_\_\_\_  
\_\_\_\_\_

Other (Please specify below)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

PH \_\_\_\_\_ Email \_\_\_\_\_

Name and Title of individual completing this form:

\_\_\_\_\_  
(Printed Name) (Title)

\_\_\_\_\_  
(Signature) (Date)



# **CITY OF NAPLES**

## ***Purchasing Division***

### **REFERENCE QUESTIONNAIRE**

**PROVIDED SAME OR SIMILAR SERVICES WITHIN THE LAST 5 YEARS.**

**It is the bidder's responsibility to contact the Purchasing Department prior to submitting their bid to verify receipt of the required number of references.**

Solicitation No. \_\_\_\_\_ RFP/ITB Title: \_\_\_\_\_

Bidder/Respondent Name: \_\_\_\_\_

This reference questionnaire must be filled out by the company that has done business with the Bidder/Respondent in the past. If the item is not applicable, please state "n/a".

Relationship with Bidder/Respondent: \_\_\_\_\_

Title of last project: \_\_\_\_\_

Year last project completed \_\_\_\_\_

Contract Start/End Dates: \_\_\_\_\_

Contract Amount: \$ \_\_\_\_\_

How many projects performed: \_\_\_\_\_

Overall Performance: \_\_\_\_\_

Management Ability: \_\_\_\_\_

Ability to meet time schedule: \_\_\_\_\_

Ability of control costs: \_\_\_\_\_

Problems encountered: \_\_\_\_\_

Quality of Personnel: \_\_\_\_\_

How well Contractor coordinated with Owner: \_\_\_\_\_

Cooperation or Lack Thereof: \_\_\_\_\_

Quality of Subcontractors: \_\_\_\_\_

Subcontractor Payment Issues: \_\_\_\_\_

Were there any conflicts, disputes, or other problems:

Yes          No

If yes, were they reported early and were they managed well? How were they resolved? Were you satisfied the resolution was fair to both parties?

\_\_\_\_\_

How satisfied are you with the Bidder/Respondent's ability to perform based on your expectations and according to the contractual arrangements?

---

Would you contract again with the Bidder/Respondent for the same or similar services? Do you have plans to contract with them again?

Yes      No

Any additional comments?

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---

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This REFERENCE QUESTIONNAIRE is provided by:

---

Name of Company

---

Address of Company

---

Telephone No.

---

Email address:

Date: \_\_\_\_\_

---

Name and title of person filling out this reference questionnaire:

---

Signature of person filling out this reference questionnaire:

**This reference form must be emailed to [Purchasing@naplesgov.com](mailto:Purchasing@naplesgov.com) by the company who is providing the reference on or before BID OPENING DATE & TIME indicated on the Cover Sheet. Please add Solicitation Number to your E-mail subject line.**

## **SPECIAL CONDITIONS**

### **A. TERMS OF CONTRACT**

The resulting contract will commence on upon 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. Should contractor fail to complete the project within this timeframe, daily LIQUIDATED DAMAGES in an amount consistent with the current Sec. 8-10.2, Florida Department of Transportation Standard Specifications, will be assessed should the contractor fail to complete any designated portion of the project within 50 business days from each of the City issued NTPs.

**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 (Exhibit Affidavit).**

### **B. PROHIBITION OF CONTACT**

Under no circumstances should any prospective organization or individual, or anyone acting for or on behalf of a prospective organization or individual, seek to influence or gain the support of any member of the City Council, public official or City staff favorable to the interest of any prospective organization or individual. Likewise, contact with City Council, any public official or city staff against the interests of other prospective organization (s) and or individual(s) is prohibited. Any such activities will result in the exclusion of the prospective organization or individual from consideration by the City.

### **C. MINIMUM QUALIFICATION**

Vendors licensed to do business in the State of Florida, must submit Sunbiz report showing your company registered as "Active". Vendors not licensed to do business in the State of Florida, must submit documentation equal to a Sunbiz report showing your company registered as "Active" Report must contain a footer that contains the date the document was printed. Printed date must be within 30 days of the solicitation opening date.

A signed and dated IRS W-9 form with EIN is required from all vendors.

### **D. REFERENCES**



Vendors must provide a minimum of three (3) verifiable references from similar scopes of work as identified in this solicitation on the provided "Reference Questionnaire" form. Failure to provide references that verify required experience will cause the Vendor to be deemed nonresponsive.

**E. STATEMENT OF NO PROPOSAL**

If you will not be bidding on this producer/service, please help us by completing and returning the Statement of No Bid/Proposal.

**F. BID FORMAT**

The Contract, if awarded, will be awarded on the basis of material and equipment illustrated and described on the Drawings or specified in the Specification. If a substitution or an "or equal" item is proposed, the proposer must submit this information to the City of Naples Purchasing Department fifteen (15) days prior to the Bid Opening Date and Time for evaluation as an acceptable substitution or an "or equal" item. If the substitution or the "or equal" item is accepted, the City of Naples will issue an Addendum to all Proposers listing the allowable substitution or the "or equal" item. The cost of changes in related work, additional drawings which may be required to illustrate or define the substitute or "or equal" equipment and its relationship to the other parts or portions of the Work shall be paid by the Contractor. No change will be made in the amount of time in which to complete the Work or in the liquidated damages.

**G. BID SECURITY / BID BOND**

It is the policy of the City of Naples to require a Bid Bond for all construction-related sealed bids estimated to be in excess of \$100,000. A bid bond or equivalent financial security in the amount of five (5) percent of the bid price shall be required and must accompany all bids. The Bid Bond is to be provided by a surety company authorized to do business in the State of Florida or otherwise supplied in a form satisfactory to the City. The bid bond must be submitted with the bid. When the invitation for bids requires a bid bond, noncompliance will result in rejection of the bid.

Note that failure or refusal of the awarded bidder to enter into a contract within twenty (20) calendar days after receipt of said contract will result in damages to the City and bid bond will be forfeited to the City as liquidated damages.

**H. PROPOSAL CONSTRUCTION PERFORMANCE & PAYMENT BONDS**

A Performance and Payment Bond will be required of the Awarded Proposer for any contract that is in excess of \$100,000.00 dollars and will be in an amount equal to 100 (%) percent of the price specified in the Contract. The bond(s) shall be executed by a surety company authorized to do business in the State of Florida, or otherwise secured in a manner satisfactory to the City for the protection of all persons supplying labor and material to the contractor or its subcontractors for the performance of the work provided for in the contract.

**I. QUESTIONS**

Questions regarding this proposer packet must be received in writing in the Purchasing Division NO LATER THAN **TEN CALENDAR DAYS PRIOR TO THE BID OPENING DATE TO ENSURE AN ANSWER IS PROVIDED PRIOR TO CLOSING.**  
**Last day for questions is 1/22/2023**

**Direct all questions to:**  
**Felix Gomez, CPPB, NIGP-CPP**  
**Purchasing and Contracts Manager**  
City of Naples, Purchasing Division  
735 8<sup>th</sup> Street South  
Naples, Florida 34102  
**PH: (239) 213-7102 FX: (239) 213-7105**  
[fgomez@naplesgov.com](mailto:fgomez@naplesgov.com)

## SUBMISSION CHECKLIST

**Bidder certifies by signature below that the following Documents are included in the Bid Submittal, fully completed in accordance with the bid requirements. It's the bidder's responsibility to contact the Purchasing Department prior to submitting a bid to ascertain if any addenda have been issued, to obtain any and all such addenda and return executed addenda with this bid. Bidder should check off each of the following items as completed and submit with bid response:**

CHECKLIST ELEMENTS	INCLUDED
Bidder must submit one (1) original signature (clearly marked as such) of the response and one (1) copy (clearly marked as such) of the response and one (1) properly indexed Windows® compatible PDF of the original document on a CD or USB Flash Drive containing one PDF file of the full response that is clearly labeled with your company's name, Solicitation number, title and contact information.	
Include any required drawings; descriptive literature; qualifications; schedules; product compliance / exceptions; alternatives; questionnaire; references, forms, tabs, pricing/cost; and any information required of the proposer identified in the text of the bid including information for bid evaluation.	
Include any Professional Licenses (General Contractors license, Underground Utility and Excavation, Builders, etc.) that qualify the firm for this solicitation as well as applicable bond documents, if required. Note if you are not a single prime contractor. List all subcontractors to be used for our project in your bid/proposal and their professional licenses.	
Mandatory FORMS from this document to be included are: <b><u>Cover Sheet, Reference Questionnaire, Submission Checklist Sheet, signed IRS W-9 (OCT 2018), Sunbiz Report, Schedule of Values, Acknowledgement of Business Type, Certificates of Insurance, and Immigration Law Affidavit Certification.</u></b>	
Have an authorized individual sign the appropriate pages including the <b><u>Cover Sheet</u></b> with any bid addendums initialed. Include all Addendums with your Proposal.	
Ensure the following: 1. The Bid has been signed 2. Bid schedule completed. 3. The Bid prices offered have been reviewed. 4. The price extensions and totals have been checked.	
Bid document needs to be received by the <b><u>OPENING DATE &amp; TIME</u></b> indicated on the <b>Cover Sheet</b> . The mailing envelope must be addressed to: <div style="text-align: center;">City of Naples  Purchasing Division  735 8th Street South  Naples, Florida 34102</div>	
<b>The mailing envelope must be sealed and marked with:</b> <b>Bid Number: 23-008</b> <b>Title: Tree and Palm Fill-in Planting - ITB</b> <b>Opening Date: 2/1/2023</b> <b>Company Name:</b> <b>Contact information:</b>	

ALL COURIER DELIVERED BIDS MUST HAVE THE BID NUMBER AND TITLE ON THE OUTSIDE OF THE COURIER PACKET.

Submitting Vendor Name: \_\_\_\_\_

Authorized Bidder's Signature: \_\_\_\_\_

*At the discretion of the Purchasing Manager, bids or proposals with minor irregularities may be accepted and allowed to be corrected when in the best interest of the City.*

# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ <b>Note:</b> Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is <b>not</b> disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from FATCA reporting code (if any) _____  <i>(Applies to accounts maintained outside the U.S.)</i>
	5 Address (number, street, and apt. or suite no.) See instructions.	Requester's name and address (optional)
	6 City, state, and ZIP code	
	7 List account number(s) here (optional)	

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number									
				-				-	
or									
Employer identification number									
				-					

## Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ►	Date ►
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

*If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.*

By signing the filled-out form, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income, and
4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct. See *What is FATCA reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

In the cases below, the following person must give Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the entity;
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the trust; and
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person, do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the instructions for Part II for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See *Exempt payee code*, later, and the separate Instructions for the Requester of Form W-9 for more information.

Also see *Special rules for partnerships*, earlier.

## What is FATCA Reporting?

The Foreign Account Tax Compliance Act (FATCA) requires a participating foreign financial institution to report all United States account holders that are specified United States persons. Certain payees are exempt from FATCA reporting. See *Exemption from FATCA reporting code*, later, and the Instructions for the Requester of Form W-9 for more information.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account; for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Line 1

You must enter one of the following on this line; **do not** leave this line blank. The name should match the name on your tax return.

If this Form W-9 is for a joint account (other than an account maintained by a foreign financial institution (FFI)), list first, and then circle, the name of the person or entity whose number you entered in Part I of Form W-9. If you are providing Form W-9 to an FFI to document a joint account, each holder of the account that is a U.S. person must provide a Form W-9.

a. **Individual.** Generally, enter the name shown on your tax return. If you have changed your last name without informing the Social Security Administration (SSA) of the name change, enter your first name, the last name as shown on your social security card, and your new last name.

**Note: ITIN applicant:** Enter your individual name as it was entered on your Form W-7 application, line 1a. This should also be the same as the name you entered on the Form 1040/1040A/1040EZ you filed with your application.

b. **Sole proprietor or single-member LLC.** Enter your individual name as shown on your 1040/1040A/1040EZ on line 1. You may enter your business, trade, or "doing business as" (DBA) name on line 2.

c. **Partnership, LLC that is not a single-member LLC, C corporation, or S corporation.** Enter the entity's name as shown on the entity's tax return on line 1 and any business, trade, or DBA name on line 2.

d. **Other entities.** Enter your name as shown on required U.S. federal tax documents on line 1. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on line 2.

e. **Disregarded entity.** For U.S. federal tax purposes, an entity that is disregarded as an entity separate from its owner is treated as a "disregarded entity." See Regulations section 301.7701-2(c)(2)(iii). Enter the owner's name on line 1. The name of the entity entered on line 1 should never be a disregarded entity. The name on line 1 should be the name shown on the income tax return on which the income should be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a single owner that is a U.S. person, the U.S. owner's name is required to be provided on line 1. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on line 2, "Business name/disregarded entity name." If the owner of the disregarded entity is a foreign person, the owner must complete an appropriate Form W-8 instead of a Form W-9. This is the case even if the foreign person has a U.S. TIN.

### Line 2

If you have a business name, trade name, DBA name, or disregarded entity name, you may enter it on line 2.

### Line 3

Check the appropriate box on line 3 for the U.S. federal tax classification of the person whose name is entered on line 1. Check only one box on line 3.

IF the entity/person on line 1 is a(n) . . .	THEN check the box for . . .
• Corporation	Corporation
• Individual • Sole proprietorship, or • Single-member limited liability company (LLC) owned by an individual and disregarded for U.S. federal tax purposes.	Individual/sole proprietor or single-member LLC
• LLC treated as a partnership for U.S. federal tax purposes, • LLC that has filed Form 8832 or 2553 to be taxed as a corporation, or • LLC that is disregarded as an entity separate from its owner but the owner is another LLC that is not disregarded for U.S. federal tax purposes.	Limited liability company and enter the appropriate tax classification. (P= Partnership; C= C corporation; or S= S corporation)
• Partnership	Partnership
• Trust/estate	Trust/estate

### Line 4, Exemptions

If you are exempt from backup withholding and/or FATCA reporting, enter in the appropriate space on line 4 any code(s) that may apply to you.

#### Exempt payee code.

- Generally, individuals (including sole proprietors) are not exempt from backup withholding.
- Except as provided below, corporations are exempt from backup withholding for certain payments, including interest and dividends.
- Corporations are not exempt from backup withholding for payments made in settlement of payment card or third party network transactions.
- Corporations are not exempt from backup withholding with respect to attorneys' fees or gross proceeds paid to attorneys, and corporations that provide medical or health care services are not exempt with respect to payments reportable on Form 1099-MISC.

The following codes identify payees that are exempt from backup withholding. Enter the appropriate code in the space in line 4.

- 1—An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2)
- 2—The United States or any of its agencies or instrumentalities
- 3—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities
- 4—A foreign government or any of its political subdivisions, agencies, or instrumentalities
- 5—A corporation
- 6—A dealer in securities or commodities required to register in the United States, the District of Columbia, or a U.S. commonwealth or possession
- 7—A futures commission merchant registered with the Commodity Futures Trading Commission
- 8—A real estate investment trust
- 9—An entity registered at all times during the tax year under the Investment Company Act of 1940
- 10—A common trust fund operated by a bank under section 584(a)
- 11—A financial institution
- 12—A middleman known in the investment community as a nominee or custodian
- 13—A trust exempt from tax under section 664 or described in section 4947

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 13.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 7
Broker transactions	Exempt payees 1 through 4 and 6 through 11 and all C corporations. S corporations must not enter an exempt payee code because they are exempt only for sales of noncovered securities acquired prior to 2012.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 4
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 5 <sup>2</sup>
Payments made in settlement of payment card or third party network transactions	Exempt payees 1 through 4

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney reportable under section 6045(f), and payments for services paid by a federal executive agency.

**Exemption from FATCA reporting code.** The following codes identify payees that are exempt from reporting under FATCA. These codes apply to persons submitting this form for accounts maintained outside of the United States by certain foreign financial institutions. Therefore, if you are only submitting this form for an account you hold in the United States, you may leave this field blank. Consult with the person requesting this form if you are uncertain if the financial institution is subject to these requirements. A requester may indicate that a code is not required by providing you with a Form W-9 with "Not Applicable" (or any similar indication) written or printed on the line for a FATCA exemption code.

A—An organization exempt from tax under section 501(a) or any individual retirement plan as defined in section 7701(a)(37)

B—The United States or any of its agencies or instrumentalities

C—A state, the District of Columbia, a U.S. commonwealth or possession, or any of their political subdivisions or instrumentalities

D—A corporation the stock of which is regularly traded on one or more established securities markets, as described in Regulations section 1.1472-1(c)(1)(i)

E—A corporation that is a member of the same expanded affiliated group as a corporation described in Regulations section 1.1472-1(c)(1)(i)

F—A dealer in securities, commodities, or derivative financial instruments (including notional principal contracts, futures, forwards, and options) that is registered as such under the laws of the United States or any state

G—A real estate investment trust

H—A regulated investment company as defined in section 851 or an entity registered at all times during the tax year under the Investment Company Act of 1940

I—A common trust fund as defined in section 584(a)

J—A bank as defined in section 581

K—A broker

L—A trust exempt from tax under section 664 or described in section 4947(a)(1)

M—A tax exempt trust under a section 403(b) plan or section 457(g) plan

**Note:** You may wish to consult with the financial institution requesting this form to determine whether the FATCA code and/or exempt payee code should be completed.

## Line 5

Enter your address (number, street, and apartment or suite number). This is where the requester of this Form W-9 will mail your information returns. If this address differs from the one the requester already has on file, write NEW at the top. If a new address is provided, there is still a chance the old address will be used until the payor changes your address in their records.

## Line 6

Enter your city, state, and ZIP code.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN.

If you are a single-member LLC that is disregarded as an entity separate from its owner, enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note:** See *What Name and Number To Give the Requester*, later, for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local SSA office or get this form online at [www.SSA.gov](http://www.SSA.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/Businesses](http://www.irs.gov/Businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. Go to [www.irs.gov/Forms](http://www.irs.gov/Forms) to view, download, or print Form W-7 and/or Form SS-4. Or, you can go to [www.irs.gov/OrderForms](http://www.irs.gov/OrderForms) to place an order and have Form W-7 and/or SS-4 mailed to you within 10 business days.

If you are asked to complete Form W-9 but do not have a TIN, apply for a TIN and write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded U.S. entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, 4, or 5 below indicates otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on line 1 must sign. Exempt payees, see *Exempt payee code*, earlier.

**Signature requirements.** Complete the certification as indicated in items 1 through 5 below.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.**

You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments made in settlement of payment card and third party network transactions, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), ABLE accounts (under section 529A), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account) other than an account maintained by an FFI	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Two or more U.S. persons (joint account maintained by an FFI)	Each holder of the account
4. Custodial account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
5. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
6. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
7. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulations section 1.671-4(b)(2)(i)(A))	The grantor*
For this type of account:	Give name and EIN of:
8. Disregarded entity not owned by an individual	The owner
9. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
10. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
11. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
12. Partnership or multi-member LLC	The partnership
13. A broker or registered nominee	The broker or nominee

For this type of account:	Give name and EIN of:
14. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
15. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulations section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or DBA name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships*, earlier.

**\*Note:** The grantor also must provide a Form W-9 to trustee of trust.

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records From Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, SSN, or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Pub. 5027, Identity Theft Information for Taxpayers.

Victims of identity theft who are experiencing economic harm or a systemic problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.



The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration (TIGTA) at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at [spam@uce.gov](mailto:spam@uce.gov) or report them at [www.ftc.gov/complaint](http://www.ftc.gov/complaint). You can contact the FTC at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 877-IDTHEFT (877-438-4338). If you have been the victim of identity theft, see [www.IdentityTheft.gov](http://www.IdentityTheft.gov) and Pub. 5027.

Visit [www.irs.gov/IdentityTheft](http://www.irs.gov/IdentityTheft) to learn more about identity theft and how to reduce your risk.

## Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. commonwealths and possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**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		\$ _____ Per Month	
2	Callistemon spp	Bottlebrush	Each	1	2 1/2-inch		\$ _____ Per Month	
3	Peltophorum dubium	Copper Pod	Each	4	2 1/2-inch		\$ _____ Per Month	
4	Ilex x attenuata-East Palatka	East Palatka Holly	Each	2	2 1/2-inch		\$ _____ Per Month	
5	Conocarpus erectus	Green Buttonwood	Each	1	2 1/2-inch		\$ _____ Per Month	
6	Bursera simaruba	Gumbo Limbo	Each	6	2 1/2-inch		\$ _____ Per Month	
7	Bauhinia blakeana	Hong Kong Orchid	Each	4	2 1/2-inch		\$ _____ Per Month	
8	Quercus virginiana	Live Oak	Each	2	2 1/2-inch		\$ _____ Per Month	
9	Swietenia mahogani	Mahogany	Each	47	2 1/2-inch		\$ _____ Per Month	
10	Simarouba glauca	Paradise Tree	Each	1	2 1/2-inch		\$ _____ Per Month	
11	Tabebuia pallida	Pink Trumpet Tree	Each	16	2 1/2-inch		\$ _____ Per Month	
12	Delonix regia	Royal Poinciana	Each	14	2 1/2-inch		\$ _____ Per Month	
13	Bucida buceras-Shady Lady	Shady Lady	Each	18	2 1/2-inch		\$ _____ Per Month	
14	Myrcianthes fragrans	Simpson's Stopper	Each	13	2 1/2-inch		\$ _____ Per Month	
15	Bulnesia arborea	Verawood	Each	12	2 1/2-inch		\$ _____ Per Month	
16	Lysiloma latsiliquum	Wild Tamrid	Each	11	2 1/2-inch		\$ _____ Per Month	
	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		\$ _____ Per Month	
18	Wodyetia bifurcata	Foxtail Palm	Each	7	10 feet		\$ _____ Per Month	
19	Roystonea regia	Royal Palm	Each	20	10 feet		\$ _____ Per Month	
20	Sabal palmetto	Sabal Palm	Each	9	10 feet		\$ _____ Per Month	
<b>GRAND TOTAL</b>								

\* All quantities, represent estimated quantities. If the actual is less than or greater than what is identified, the unit cost shall remain unchanged.  
**PLEASE NOTE:**  
 1. Award based on comparative bid schedule.  
 2. The bid schedule represent 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\_\_\_\_\_**  
 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?			
Is there an additional charge for credit card payment?			
Discount for early payment?			
Prompt payment terms: _____% _____ Days; Net 30 Days			

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

EIN: \_\_\_\_\_

Email: \_\_\_\_\_

Name and Title of individual completing this schedule:

\_\_\_\_\_  
 (Printed Name)

X \_\_\_\_\_  
 (Signature) (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		\$ _____ Per Month	
2	Callistemon spp	Bottlebrush	Each	16	2 1/2-inch		\$ _____ Per Month	
3	Peltophorum dubium	Copper Pod	Each	5	2 1/2-inch		\$ _____ Per Month	
4	Ilex x attenuata-East Palatka	East Palatka Holly	Each	19	2 1/2-inch		\$ _____ Per Month	
5	Conocarpus erectus	Green Buttonwood	Each	6	2 1/2-inch		\$ _____ Per Month	
6	Bursera simaruba	Gumbo Limbo	Each	7	2 1/2-inch		\$ _____ Per Month	
7	Bauhinia blakeana	Hong Kong Orchid	Each	2	2 1/2-inch		\$ _____ Per Month	
8	Quercus virginiana	Live Oak	Each	28	2 1/2-inch		\$ _____ Per Month	
9	Swietenia mahogani	Mahogany	Each	16	2 1/2-inch		\$ _____ Per Month	
10	Simarouba glauca	Paradise Tree	Each	1	2 1/2-inch		\$ _____ Per Month	
11	Tabebuia pallida	Pink Trumpet Tree	Each	5	2 1/2-inch		\$ _____ Per Month	
12	Delonix regia	Royal Poincinia	Each	9	2 1/2-inch		\$ _____ Per Month	
13	Bucida buceras-Shady Lady	Shady Lady	Each	16	2 1/2-inch		\$ _____ Per Month	
14	Myrcianthes fragrans	Simpson's Stopper	Each	10	2 1/2-inch		\$ _____ Per Month	
15	Bulnesia arborea	Verawood	Each	4	2 1/2-inch		\$ _____ Per Month	
16	Lysiloma latisiliquum	Wild Tamrid	Each	1	2 1/2-inch		\$ _____ Per Month	
	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	15	10 feet		\$ _____ Per Month	
18	Wodyetia bifurcata	Foxtail Palm	Each	23	10 feet		\$ _____ Per Month	
19	Roystonea regia	Royal Palm	Each	9	10 feet		\$ _____ Per Month	
20	Sabal palmetto	Sabal Palm	Each	7	10 feet		\$ _____ Per Month	
<b>GRAND TOTAL</b>								

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

**PLEASE NOTE:**

1. Award based on comparative bid schedule.
2. The bid schedule represent 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\_\_\_\_\_**  
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?			
Is there an additional charge for credit card payment?			
Discount for early payment?			
Prompt payment terms: _____% _____Days; Net 30 Days			

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

EIN: \_\_\_\_\_

Email: \_\_\_\_\_

Name and Title of individual completing this schedule:

(Printed Name) \_\_\_\_\_

X \_\_\_\_\_  
(Signature) (Date)

## ACKNOWLEDGEMENT OF BUSINESS TYPE

The undersigned Bidder certifies that this bid package is submitted in accordance with the specifications in its entirety and with full understanding of the conditions governing this bid.

### BUSINESS ADDRESS of BIDDER:

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

Telephone No. \_\_\_\_\_ Fax No. \_\_\_\_\_

### SIGNATURE OF BIDDER

If an Individual: \_\_\_\_\_  
Signature Print Name

Doing business as \_\_\_\_\_

If a Partnership: \_\_\_\_\_

By: \_\_\_\_\_  
Partner Signature Print Name

If a Corporation: \_\_\_\_\_  
Corporate Name

(a \_\_\_\_\_ Corporation) In what State is the Corporation Incorporated? \_\_\_\_\_

If not incorporated under the laws of Florida, are you licensed to do business in Florida? Yes\_\_\_ No\_\_\_

By: \_\_\_\_\_  
Signature Print Name

Sign and Date Form: Certification:

*Under penalties of perjury, I certify that the information shown on this form is correct to my knowledge.*

Signature	Print Name
Title	Date

**LIST OF SUBCONTRACTORS**

The undersigned states the following is a full and complete list of the proposed subcontractors on this Project and the class of work to be performed by each, and such list will not be added to nor altered without written consent of the owner through the Engineer.

Subcontractor Name and Address	Class of Work to be Performed
1. _____ _____ _____	_____ _____ _____
2. _____ _____ _____	_____ _____ _____
3. _____ _____ _____	_____ _____ _____
4. _____ _____ _____	_____ _____ _____
5. _____ _____ _____	_____ _____ _____
6. _____ _____ _____	_____ _____ _____
7. _____ _____ _____	_____ _____ _____
8. _____ _____ _____	_____ _____ _____
9. _____ _____ _____	_____ _____ _____

**Submitting Vendor Name:** \_\_\_\_\_

**Authorized Bidder's Signature:** \_\_\_\_\_

## **MATERIALS & SUPPLIERS**

The Bidder is required to state below, material and suppliers he proposes to utilize on this project. No change will be allowed after submittal of Bid. Any substitute material proposed must be listed below and must be approved by Engineer, Bidder shall furnish the manufacturer named and the specifications. Acceptance of this Bid does not constitute acceptance of material proposed on this list.

### **MATERIAL**

### **SUPPLIER**

1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____
6. _____	_____
7. _____	_____
8. _____	_____
9. _____	_____
10. _____	_____
11. _____	_____
12. _____	_____
13. _____	_____
14. _____	_____
15. _____	_____
16. _____	_____
17. _____	_____

**Submitting Vendor Name:** \_\_\_\_\_

**Authorized Bidder's Signature:** \_\_\_\_\_

## EQUIPMENT SCHEDULE

(List only Major Items above \$25,000 value)

Year	Make	Model	Owned/Leased/Financed	Location
------	------	-------	-----------------------	----------

[illegible]

### 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 \_\_\_\_\_

Print Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

State of \_\_\_\_\_

County of \_\_\_\_\_

The foregoing instrument was signed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by

\_\_\_\_\_ who has produced \_\_\_\_\_ as identification.  
(Print or Type Name) (Type of Identification and Number)

\_\_\_\_\_  
Notary Public Signature

\_\_\_\_\_  
Printed Name of Notary Public

\_\_\_\_\_  
Notary Commission Number/Expiration

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



# CITY OF NAPLES RELEASE AND AFFIDAVIT FORM

COUNTY OF (COLLIER)

STATE OF (FLORIDA)

BEFORE ME, the undersigned authority, personally appeared \_\_\_\_\_ who, after being duly sworn deposes and says of him/her personal knowledge the following:

- 1.) In accordance with the Contract Documents and in consideration of \$\_\_\_\_\_ to be received \_\_\_\_\_, ("Contractor") releases and waives for itself and its subcontractors, material-men, successors and assigns, all claims demands, damages, costs and expenses, whether in contract or in tort, against the City of Naples, Florida, ("the City") relating in any way to the performance of the Agreement between Contractor and the City, dated \_\_\_\_\_, 20\_\_\_\_ for the period from \_\_\_\_\_ to \_\_\_\_\_. This partial waiver and release is conditioned upon payment of the consideration described above. It is not effective until said payment is received in paid funds.
- 2.) Contractor certifies for itself and its subcontractors, material-men, successors and assigns, that all charges for labor, materials, supplies, lands, licenses and other expenses for which the City might be sued or for which a lien or a demand against any payment bond might be filed, shall be fully satisfied and paid upon the City's payment to Contractor.
- 3.) Contractor agrees to indemnify, defend and save harmless the City from all demands or suits, actions, claims of liens or other charges filed or asserted against the City arising out of the performance by Contractor of the Work covered by this Release and Affidavit.
- 4.) This Release and Affidavit is given in connection with Contractor's [monthly/final] Application for Payment No. \_\_\_\_\_.

CONTRACTOR

\_\_\_\_\_

BY: \_\_\_\_\_

ITS: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_  
Witness  
President

\_\_\_\_\_  
Witness

[Corporate Seal]

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

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

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,  
by \_\_\_\_\_, as \_\_\_\_\_ of \_\_\_\_\_,  
a \_\_\_\_\_ corporation, on behalf of the corporation. He/she is personally known to me or has produced  
\_\_\_\_\_ as identification and did (did not) take an oath.

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
(Signature of Notary)

Name: \_\_\_\_\_  
(Legibly Printed)

Notary Public, State of \_\_\_\_\_

(AFFIX OFFICIAL SEAL)

Commissioner No. \_\_\_\_\_

**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 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 page12 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.
  - a. USDA - The Germplasm Resources Information Network ([GRIN](http://www.ars-grin.gov/npgs/searchgrin.html)) <http://www.ars-grin.gov/npgs/searchgrin.html>
  - b. Manual of Woody Landscape Trees and palms; Michael Dirr; Stipes Publishing, Champaign, Illinois; Most Current Edition.
  - c. 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 palming 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

period:

- 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 tress 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 52<sup>nd</sup> 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.

- G. 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

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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

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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 endpoint.
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

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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.