

Applicable Documents:

A. These Specifications and the requirements hereafter will govern this project during the installation, guarantee and maintenance period.

Scope of Work:

A. The work, specified by this section of the Specifications and the Plans consists of furnishing all labor, machinery, tools, apparatus, means of transportation, supplies, equipment, materials, services and incidentals necessary to complete the work as indicated on the Plans and in the Specifications, as well as all other related responsibilities, including all change and repairs incident thereto.

B. The work shall include, but not be limited to, furnishing material, root pruning where required, layout, protection of the public, excavation, installation, backfilling, grading, fertilizing, mulching, staking and guying where required, watering, pruning where required, sod installation, seeding, cleanup, maintenance and guarantee.

C. Quantities and Location: The Landscape Architect reserves the right to adjust the numbers and locations of the designated types and species to be used at any of the locations shown in order to provide for any modifications which might be necessary.

D. Investigation of Subsurface Condition: The Contractor shall be responsible for making site subsurface investigations and for the interpretation of the same. This investigation shall be in accordance with the character of the existing material and the construction conditions of the work to be done. These subsurface investigations and examinations shall be included in the bid. The Contractor shall not receive separate, additional compensation for this.

E. The Landscape Contractor shall be paid for only those units that are installed as the result of payment. The contractor's unit prices shall be the basis for said payment. The final amount of payment shall not be based on the quantity of the contract depending on the number of units installed.

F. Ten percent (10%) of the total contract price will be held as retainage for 90 days after final written acceptance.

G. The Landscape Contractor will coordinate his work with all other trades at the job site.

Quality Assurance:

A. The Landscape Architect may inspect trees, shrubs, and groundcover either at the place of growth or at the site before they are planted for compliance with the requirements for name, variety, size, and quality. The Landscape Architect retains the right to further inspect trees and shrubs for size and condition of balls and root system, insects, injuries, and latent defects, and try to reject defective or non-acceptable material at any time during the progress of work. The Landscape Contractor shall remove rejected trees or shrubs within 7 days from the project site.

B. Responsibility for Assuring Quality Work: (1) The Contractor's Superintendent shall speak English and be well versed in Florida plant material, planting operations, Plans and Specification interpretations, coordination with other contractors or service in the project area and coordination between the nursery and the project. (2) All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the material on the project. (3) The Contractor will comply with applicable Federal, State, County and local requirements governing landscape materials and work.

C. Grade Standards: (1) Plant material shall be Florida "1" or better as set forth in the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants." (2) All plant material will be subject to the approval of the Landscape Architect for quality size and color. Approval shall be given by the Contractor before the material is delivered and installed on the project. (3) Substituted plants which are weak or thin, and plants injured by frost, insect or other pest, or plants with obvious defects, shall not be used.

(4) All plant material will be subject to the approval of the Landscape Architect for quality size and color. Approval shall be given by the Contractor before the material is delivered and installed on the project. (5) All plants which are weak or thin, and plants injured by frost, insect or other pest, or plants with obvious defects, shall not be used.

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Delivery, Handling and Storage:

A. Delivery and Handling: (1) Movement of nursery stock shall comply with all Federal, State, and local laws, regulations, ordinances, codes, etc. (2) Protect during delivery to prevent damage to root ball or discoloration of leaves. Remove unacceptable plant material immediately from the job site. Plants and protect until stored at the site. (3) Transport materials on vehicles large enough to allow plants not to be crowded and damaged. Plants shall be covered to prevent wind damage during transit.

B. Sod: (1) Deliver sod on pallets with root system protected from maintenance or lack of that may affect installed plants capable of being installed within 48 hours of cutting. Submittals 4. Approvals: A. Written request for approval to substitute a plant species or a plants designation (B&B, UB&B, CG etc.), type, grade, quality, size, quantity, etc. due to the non-availability of the material specified. Approval must be given by the Landscape Architect before the material is delivered and installed on the project. The Contractor must provide written proof that the specified plant material is unavailable.

B. Any request for the approval of an equal shall be in writing. Approval shall be given by the Landscape Architect before the material is delivered and installed on the project. C. Submit three prints of shop drawings for any special conditions not covered in the details indicated. This shall be for approval by the Landscape Architect before they are installed in the project. D. If requested by the Owner or Landscape Architect submit a schedule of all specimen plant material and collected plant material indicating the sources or suppliers of these materials and their locations for approval by the Landscape Architect before they are delivered and installed on the project. Also, two color photographs of each different item, showing different side views of the item shall be submitted with the schedule. Additional color photographs shall be submitted if requested.

E. If requested by the Owner or Landscape Architect, submit a letter indicating the sources or suppliers of all sod and the grade to be supplied for approval by the Landscape Architect before it is delivered and installed on the project.

Guarantee:

A. The guarantee shall not begin until the day final written acceptance is given. B. All plant material, except sod, trees and palms, shall be guaranteed for a minimum of 1 year from the time of final acceptance. All sod shall be guaranteed for a minimum of 60 days from the time of final acceptance. All trees and palms shall be guaranteed for one year from the time of final acceptance. C. The guarantee shall be null and void for plant material which is damaged or dies as a result of "Acts of God" limited to hail, freeze, lightning, and wind in excess of hurricane force, providing the plant was in a healthy growing condition prior to these "Acts of God".

D. At the option of the Owner, and Inspections may be made at the end of the guarantee period, but prior to the last day of the guarantee period. E. The guaranteeing of a plant material shall be construed to mean the complete and immediate replacement of plant material within 3 calendar days if it is:

(1) Not in a healthy growing condition and thus renders it incapable of the minimum quality indicated in the Specifications. (2) There is a question to its ability to survive after the end of the guarantee period that would render it below the minimum quality indicated in the Specifications. (3) It is dead.

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However, if for some reason, the plant to be replaced is smaller than the size originally specified, the replacement shall be at least equal to the originally specified size.

(2) Replacements shall be guaranteed for a period equal to the originally specified guarantee. This guarantee period shall begin at time of acceptable replacement. (3) Final payment to the Contractor shall not relieve him or her of the guarantee obligations.

Plan and Specification Interpretation: A. On the Plans, figured dimensions shall govern over scaled dimensions. If any error or discrepancy is found in the Plans and Specifications, the Contractor shall refer the same to the Landscape Architect for an interpretation and decision. In resolving conflicts between the Plans and Specifications, THE PLANS SHALL GOVERN over the Specifications. The Landscape Architect shall have the right to correct apparent errors or omissions in the Plans and Specifications and to make such interpretations as he or she may deem necessary for the proper fulfillment of the intent of the Plans and Specifications.

Permits and Codes: A. The Contractor shall procure all necessary permits to accomplish all the work. B. The Contractor is responsible for performing all work in accordance with all applicable regulations, ordinances and code requirements from the appropriate city, county, state and/or Federal jurisdiction the project is located in.

Changes and Additional Work: A. The Contractor shall not start on any changes or additional work in the project until a written agreement setting forth the adjusted contract amount has been executed by the Owner and the Contractor. Any work performed on any changes or additional work prior to the execution of a written agreement may or may not be compensated for. *Job Site, *Project Site Etc.:

A. The words "job site", "project site", "job", "project" and "site" shall be synonymous with one another when used in these documents.

Safety On and Off the Job Site: A. In performing the scope of work, all safety on or off the job site shall be the sole responsibility of the Contractor. The Landscape Architect shall not be responsible for safety on or off the job site.

The Landscape Architect's on site observations or inspections shall be only for the purpose of verifying that the Plans and Specifications are being implemented properly. The Landscape Architect on site observations or inspections are not for safety on or off the job site.

On Site Observations and Inspections: A. The Contractor shall make requests for on site observations or inspections to avoid damage and they shall be in writing, if directed by the Landscape Architect. B. If an inspection is related to completion and final acceptance, the request shall be made in writing 48 hours in advance. C. An inspection at the growing site does not preclude the right of rejection at the project site. D. The fact that the Landscape Architect has not made an early on site observation or inspections to discover faulty work or work omitted, or work performed which is not in accordance with the contract requirements, shall not bar the Landscape Architect from subsequently rejecting such work at a later time. E. The Landscape Architect's on site observations or inspections shall be only for the purpose of verifying that the Plans and Specifications are being implemented properly. The Landscape Architect on site observations or inspections are not intended to take charge, direct, nor manage or control the implementation of the Plans and Specifications or take charge of the project, or direct any subcontractors performing the scope of work indicated in these Specifications.

Plant Material: A. Plant material shall be nursery grown except:

(1) Where specified as collected material (2) Where approved by the Landscape Architect for such plant material which is only available as a collected item from sources such as residences.

B. Except where another grade is specifically called for in the Plans, all plant material, including collected material if specified, shall be no less than Florida "1" or better at the time of installation and final acceptance. Existing plant material to remain or to be relocated shall be excluded from this requirement.

C. Habit of Growth: All plant material shall have a habit of growth that is normal for that species and shall be sound, healthy, vigorous and free from insects, plant diseases and injuries.

H. Palms: (1) Remove a minimum of fronds from the crown of the palms to facilitate transporting and handling.

(2) The mulch shall be uniformly applied to a depth of approximately 2 inches, or other depth as indicated on the plans.

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Planting Soil:

A. All plant material, unless indicated otherwise, shall be installed with a planting soil composed of sandy loam (90% sand), and 10% peat moss (typical of the locality). The soil must be taken from the same source as the soil in which the Palm fronds to accommodate an owners "grand opening". The Contractor may retie the palm after the event. This pricing will not affect the guarantee or warranty. An additional cost to the owner.

(3) To reduce head volume, Palm Fronds may be taper trimmed by not more than one-third.

(4) Plants with mechanical damage, such as from cables, chains, equipment and rails, shall be rejected.

I. Chlorosis: The allowable level of Chlorosis in foliage shall be as set forth in the Florida Department of Agriculture's "Grades and Standards for Nursery Plants".

J. Plant material shall not be accepted when the ball of earth surrounding its roots has been cracked, broken or otherwise damaged.

K. Root pruning of plant material, when necessary, shall be done a minimum of 4 weeks, or for a period as determined by the Landscape Architect, prior to planting at the project.

Sod: A. Sod shall be solid sod and shall be standard quality grade. Note: Quality grade shall be based on the standards of sod quality grades (premium, standard or commercial) as established by the turf grass Producers Association of Florida Inc. The sod shall be well watered with roots and of firm tough texture having sufficient root mass to support root development. Sod shall be free of objectionable grass and broad leaf weeds. Sod shall not accept if it contains Bermuda Grass. Sod sections shall be strong enough to support when suspended vertically from a firm grasp on the upper 1/2 inch of the section. Sod shall be harvested and stored in an moisture container (excessively dry or wet) may adversely affect its survival. Sod shall be relatively free of thatch, up to one half inch thickness (compressed).

The soil embedded in the sod shall be a clean, earth free of stones and debris. The sod shall have been allowed at least three times with a lawn mower with final mow not more than seven days prior to the sod being out for placement. The sod shall be provided in sections measuring no less than 12 inches by 24 inches and shall be live, fresh and unharmed at the time of placement. It shall be planted within 48 hours after being cut and backed and kept moist from the time it is cut until it is planted.

Staking and Guying:

A. Staking and guying shall be the responsibility of the Landscape Contractors. Staking and guying shall not be attached directly to the plant material with nails. Also, batons used in staking and guying shall not be attached to the plant material with nails. Any method of staking and guying other than those indicated in the details, shall receive approval from the Landscape Architect prior to their installation. Under no circumstances will approval be given for the staking, guying, or planting of trees or palms so that the top of the grade, in order to eliminate the need or requirement of staking or guying.

B. The Contractor is responsible for performing all staking and guying in accordance with the applicable regulations, ordinances and code requirements from the appropriate local jurisdiction the project is located in.

C. The decision of whether to stake or guy shall be left to the Contractor. However, a Contractor's decision to stake or guy shall not relieve him or her of the responsibility of resetting plant material if it blows, falls or leans over. Also, it is the Contractor's responsibility to ensure that the material dies as a result of blowing, falling or leaning over.

(4) The Contractor shall not purposefully disrupt or disconnect any type of utility underground without first notifying the utility in writing. The Contractor shall reserve the right to inspect the location of any and all utilities, structures, etc. before work commences. If the Contractor is notified of the location of any and all utilities, structures, etc. before work commences, the Contractor shall be responsible for repairing and rerouting disrupted or disconnected utilities, structures, etc. before work commences. If the Contractor is notified of the location of any and all utilities, structures, etc. before work commences, the Contractor shall be responsible for repairing and rerouting disrupted or disconnected utilities, structures, etc. before work commences. If the Contractor is notified of the location of any and all utilities, structures, etc. before work commences, the Contractor shall be responsible for repairing and rerouting disrupted or disconnected utilities, structures, etc. before work commences.

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However, no guarantee is implied that the Plans are accurate or complete. It shall be the responsibility of the Contractor to verify the location of all utilities, structures, etc. before work commences. If the Contractor is notified of the location of any and all utilities, structures, etc. before work commences, the Contractor shall be responsible for repairing and rerouting disrupted or disconnected utilities, structures, etc. before work commences. If the Contractor is notified of the location of any and all utilities, structures, etc. before work commences, the Contractor shall be responsible for repairing and rerouting disrupted or disconnected utilities, structures, etc. before work commences. If the Contractor is notified of the location of any and all utilities, structures, etc. before work commences, the Contractor shall be responsible for repairing and rerouting disrupted or disconnected utilities, structures, etc. before work commences.

(2) The Contractor shall take immediate steps to repair, replace and/or remove any existing utilities or other facilities which are disrupted due to his or her additional outside services which may be necessary to proceed with the work on the project. "Around the clock" means all services are restored. He or she shall also provide and operate necessary temporary services to maintain uninterrupted use of the facilities. All costs involved in the repairs and rerouting disrupted or disconnected utilities, structures, etc. shall be the responsibility of the Contractor and he or she shall be responsible for repairing and rerouting disrupted or disconnected utilities, structures, etc. before work commences. If the Contractor is notified of the location of any and all utilities, structures, etc. before work commences, the Contractor shall be responsible for repairing and rerouting disrupted or disconnected utilities, structures, etc. before work commences. If the Contractor is notified of the location of any and all utilities, structures, etc. before work commences, the Contractor shall be responsible for repairing and rerouting disrupted or disconnected utilities, structures, etc. before work commences.

(3) Should utilities, structures, etc. be encountered which interfere with the work, the Landscape Architect shall be consulted immediately in order for a decision to be made on the relocation of the work so it will clear the obstruction, if the obstruction cannot be relocated.

(4) The Contractor shall not purposefully disrupt or disconnect any type of utility underground without first notifying the utility in writing. The Contractor shall reserve the right to inspect the location of any and all utilities, structures, etc. before work commences. If the Contractor is notified of the location of any and all utilities, structures, etc. before work commences, the Contractor shall be responsible for repairing and rerouting disrupted or disconnected utilities, structures, etc. before work commences. If the Contractor is notified of the location of any and all utilities, structures, etc. before work commences, the Contractor shall be responsible for repairing and rerouting disrupted or disconnected utilities, structures, etc. before work commences.

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B. Setting of Plants: (1) All plants shall be set at the proper level so that after settlement, a normal or natural relationship between the crown of the plant and the surrounding ground surface exists. The plants shall be set vertically. After excavation of planting pits and prior to placement of the plant material, fill the planting pits with water. The plant hole shall be backfilled with topsoil mixture placed in layers around the roots or out or adjusted to prevent the formation of air pockets before applying the water. After the water has been absorbed the plant hole shall be filled with topsoil mixture and tamped to grade. Subsoil removed from tree pit shall not be mixed or used in any way with the topsoil mixture.

(2) All sod and queen palms shall be backfilled with clean growing soil during the planting operation.

(3) Water Sauer: A 4-inch high water saucer shall be formed around the rim of each individual tree or palm pit and maintained in place.

(4) Plant material of the shrub category and smaller must be handled by the ball only. Plant material too large for hand handling, if moved by winch or crane, must be thoroughly protected from chain, rope, or cable marks, stretching, bark slippage, root damage and any other damage that might occur by improper handling or negligence.

(5) All trees and palms shall be handled by both the trunk and rootball at the same time and not by the trunk only. Trunks shall be thoroughly protected.

(6) Container group plant material shall be carefully removed from the container so as not to disturb the root system.

(7) Soil Preparation: Within 24 hours prior to placing sod, prepare the soil in the following manner:

a. Uniformly apply formula 8-8-8 fertilizer over the area at a rate of 28 pounds per 1,000 square feet.

b. Remove stones and foreign matter over two inches in diameter from the top two inches of soil.

c. Grade the sod area so that the top of the sod will be at finished grade after rolling and tamping.

A. General: The Contractor shall lay out on the ground the locations for the plants and outlines of areas to be planted and obtain approval of the Landscape Architect before excavation is begun. The Landscape Architect may adjust the location of specimen plant materials prior to planting.

A. Staking Plant Locations: Stake or mark plant material in accordance with the approved excavation based on information from the plans.

(5) Edge and used all shrubs, groundcover and flower beds once a week.

(6) Spraying and Dusting: Contractor shall do all seasonal spraying and dusting of all planting, as needed, for complete control of pests and diseases. The materials and methods shall be in accordance with the highest standard horticultural practices and as recommended by the County Agent, and approved by the Landscape Architect, prior to implementation.

(7) Sod: After the sod has been laid, tamped and top dressed, all areas and parts of areas which fail to show uniform growth and health shall be reworked, repeatedly if necessary, until all sodded areas are covered with a satisfactory lawn. Damage resulting from erosion, gullies, washouts, or other causes shall be repaired by filling, grading, seeding, re-planting, and reseeded by the Contractor at his or her expense.