

Issue Date: November 11, 2016

INVITATION FOR BIDS #Y17-143-PD

THIS IS A RE-BID OF Y16-1076 Lot B

NOTICE IS HEREBY GIVEN that the Board of County Commissioners of Orange County, Florida, henceforth referred to as the County is accepting sealed bids for:

**Median Tree Program Lot B
TERM CONTRACT**

Sealed bid offers in an **original and three (3) copies** for furnishing the above will be accepted up to **2:00 PM (local time), Thursday, December 8, 2016**, in the Procurement Division, Internal Operations Centre II, 400 E. South Street, 2nd Floor, Orlando, FL 32801.

Copies of the bid documents may be obtained from the Orange County Procurement Division at the above address. Copies may be requested by phoning (407) 836-5635 or by download from the Internet at:

<http://apps.ocfl.net/orangebids/bidopen.asp>

A **Non-Mandatory Pre-Bid Conference** will be held on **Tuesday, November 29, 2016, 2:30 P.M.**, located at **IOC II, 2nd Floor Conference Room, 400 E. South Street Orlando Florida 32801**. Attendance is not mandatory but is encouraged.

Carrie Woodell, MPA, CFCM, CPPO, C.P.M., CPPB, APP
Manager, Procurement Division

NOTICE TO BIDDERS

To ensure that your bid is responsive, you are urged to request clarification or guidance on any issues involving this solicitation before submission of your response. Your point-of-contact for this solicitation is Perry Davis, Senior Purchasing Agent at Perry.Davis@ocfl.net.

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GENERAL TERMS AND CONDITIONS

1. GENERAL INFORMATION

These specifications constitute the complete set of requirements and bid forms. The bid response page(s), and all forms listed on the bid response page(s) shall be completed, signed, and sealed in an envelope bearing the bid number on the outside and mailed or presented to the Procurement Division on or before the specified time and date. **Failure to comply with the preceding requirements shall result in the rejection of the bid.**

Bids submitted by e-mail, telephone or fax shall not be accepted. An e-mailed or a faxed bid shall be rejected as non-responsive regardless of where it is received.

It is the sole responsibility of the Bidder to ensure that their bid reaches the Procurement Division. All bids, unless otherwise specified, must be delivered to the following address no later than the time and date specified in the solicitation:

Procurement Division
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, FL 32801

Bidders are cautioned that they are responsible for delivery to the specific location cited above. Therefore, if your bid is delivered by an express mail carrier or by any other means, it is your responsibility to ensure delivery to the above address. This office will not be responsible for deliveries made to any place other than the specified address.

The County shall not be responsible for delays caused by any occurrence. The time/date stamp clock located in the Procurement Division shall serve as the official authority to determine lateness of any bid. The bid time shall be scrupulously observed. Under no circumstances shall bids delivered after the time specified be considered. Late bids will be returned to the Bidder unopened. The decision to refuse to consider a bid that was received beyond the date/time established in the solicitation shall not be the basis for a protest pursuant to the Orange County Code (Procurement Ordinance).

All bids must be typewritten or filled in with pen and ink, and must be signed in ink by an officer or employee having authority to bind the company or firm. Errors, corrections, or changes on any document must be initialed by the signatory of the bid.

Bidders shall not be allowed to modify their bids after the opening time and date. Bid files may be examined during normal working hours, thirty (30) days after bid opening or upon recommendation for award, whichever occurs first. Bidders desiring to view these documents are urged to schedule an appointment.

For information concerning this bid, please contact the Procurement Division at the address listed above or by calling 407-836-5635. Please specify the bid number for which you are inquiring.

2. QUESTIONS REGARDING THIS SOLICITATION

All questions or concerns regarding this Invitation for Bids shall be submitted by email to Perry.Davis@ocfl.net, no later than 5:00 PM Wednesday, November 30, 2016 to the attention of Perry Davis, Procurement Division, referencing the IFB number. When required the Procurement Division shall issue an addendum to the Invitation for Bids. The addendum shall be available on the Internet for access by potential Bidders. Bidders are instructed not to contact the initiating division directly. No oral interpretation of this Invitation for Bids shall be considered binding. The County shall be bound by information and statements only when such statements are written and executed under the authority of the Manager, Procurement Division.

This provision exists solely for the convenience and administrative efficiency of Orange County. No Bidder or other third party gains any rights by virtue of this provision or the application thereof, nor shall any Bidder or third party have any standing to sue or cause of action arising there from.

3. FEDERAL AND STATE TAX

The County is exempt from Federal and State Sales and Use Taxes for tangible personal property (Certificate of Registry for tax transactions under Chapter 32, Internal Revenue Code and Florida Sales/Use Tax Exemption Certificate). The Manager, Procurement Division will sign an exemption certificate submitted by the Contractor.

Contractors doing business with the County shall not be exempted from paying sales tax to their suppliers for materials to fulfill contractual obligations with the County, nor shall any Contractor be authorized to use the County's Tax Exemption Number in securing such materials.

4. ACCEPTANCE/REJECTION/CANCELLATION

The County reserves the right to accept or to reject any or all bids and to make the award to that bidder who, in the opinion of the County, will be in the best interest of and/or the most advantageous to the County. The County also reserves the right to reject the bid of any bidder who has previously failed in the proper performance of an award or to deliver on time contracts of a similar nature or who, in the County's opinion, is not in a position to perform properly under this award. The County reserves the right to inspect all facilities of bidders in order to make a determination as to the foregoing. The County reserves the right to waive any irregularities and technicalities and may, at its discretion, request a re-bid. Award will be made to the lowest responsive and responsible bidder as determined by the County.

The County reserves the right, and the Manager, Procurement Division has absolute and sole discretion, to cancel a solicitation at any time prior to approval of the award by the Board of County Commissioners when such approval is required. The decision to cancel a solicitation cannot be the basis for a protest pursuant to the Orange County Code.

5. **NO BID**

Where more than one item is listed, any items not bid upon shall be indicated as "NO BID".

6. **CONFLICT OF INTEREST**

The award is subject to provisions of applicable State Statutes and County Ordinances. All bidders must disclose with their bid the name of any officer, director, or agent who is also an employee of Orange County. Further, all bidders must disclose the name of any County employee who owns, directly or indirectly, an interest of ten percent (10%) or more in the Bidder's firm or any of its branches. Should the Contractor permanently or temporarily hire any County employee who is, or has been, directly involved with the Contractor prior to or during performance of the resulting contract, the contract shall be subject to immediate termination by the County.

7. **LEGAL REQUIREMENTS**

All applicable Federal and State laws and County ordinances that in any manner affect the items covered herein apply. Lack of knowledge by the Bidder shall in no way be a cause for relief from responsibility.

- A. Contractors doing business with the County are prohibited from discriminating against any employees, applicant, or client because of race, religion, color, disability, national origin, gender, or age with regard to but not limited to the following: employment practices, rates of pay or other compensation methods, and training selection.
- B. Minority/Women Business Enterprises (M/WBE) indicates a business entity of which 51% or more is owned and operated by a minority. In this instance, minority group members are citizens of the United States or lawfully admitted permanent residents who are Black, Hispanic, Women, Native American, Asian-Pacific, Asian-Indian. Businesses wishing to participate in the County procurement process as an M/WBE are required to complete a certification application to attain recognition as such. You may contact the Procurement Division or the Business Development Division for information and assistance.

8. **MISTAKES**

In the event of extension error(s), the unit price will prevail and the Bidder's total offer will be corrected accordingly. In the event of addition errors, the extended totals will prevail and the Bidder's total will be corrected accordingly.

Bidders must check their bid where applicable. Failure to do so will be at the Bidder's risk. Bids having erasures or corrections must be initialed in ink by the Bidder.

9. **AVAILABILITY OF FUNDS**

The obligations of the County under this award are subject to the availability of funds lawfully appropriated for its purpose by the State of Florida and the Orange County Board of County Commissioners, or other specified funding source for this procurement.

10. EEO STATEMENT

It is hereby declared that equal opportunity and nondiscrimination shall be the County's policy intended to assure equal opportunities to every person, regardless of race, religion, sex, sexual orientation and gender expression/identity, color, age, disability or national origin, in securing or holding employment in a field of work or labor for which the person is qualified, as provided by Section 17-314 of the Orange County Code and the County Administrative Regulations.

Further, the Contractor shall abide by the following provisions:

- A. The Contractor shall represent that the Contractor has adopted and maintains a policy of nondiscrimination as defined by applicable County ordinance throughout the term of this contract.
- B. The Contractor shall allow reasonable access to all business and employment records for the purpose of ascertaining compliance with the non-discrimination provision of the contract.

The provisions of the prime contract shall be incorporate by the Contractor into the contracts of any applicable subcontractors.

11. BID TABULATION AND RESULTS

Bid tabulations shall be available thirty (30) days after opening on the Orange County website at: <http://apps.ocfl.net/orangebids/bidresults/results.asp>, or upon notice of intended action, whichever is sooner.

12. BID FORMS

All bids must be submitted on the County's standard Bid Response Form. Bids on Bidder's quotation forms shall not be accepted.

13. FLORIDA PREFERENCE

In the event this Invitation for Bids is to acquire personal property and the lowest responsive and responsible bid submitted in response to this Invitation for Bids, is by a bidder whose principal place of business is in a state other than Florida and such state or political subdivision thereof grants a preference for the purchase of personal property to a person whose principal place of business is in said state, then Orange County Florida may award a preference to the lowest responsive and responsible bidder having a principal place of business within the State of Florida. Such preference shall be equal to the preference granted by the state in which the lowest responsive and responsible bidder has its principal place of business. This section shall not apply to transportation projects in which Federal aid funds are used.

Any bidder whose principal place of business is outside the State of Florida must accompany any written bid documents with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its own business entities whose principal places of business are in that foreign state in the letting of any or all public contracts. Reference Florida Statutes 287.084.

14. RECIPROCAL PREFERENCE

In the event the lowest responsive and responsible bid submitted in response to any Invitation for Bids is by a bidder whose principal place of business is in a county other than Orange County, and such county grants a bid preference for purchases to a bidder whose principal place of business is in such county, then Orange County may award a preference to the (next) lowest responsive and responsible bidder having a principal place of business within Orange County, Florida. Such preference will be equal to the preference granted by the county in which the lowest responsive and responsible bidder has its principal place of business **except as provided below.**

1. **Effective July 1, 2015 the reciprocal local preference will not apply to construction services in which 50 percent or more of the cost will be paid from state-appropriated funds which have been appropriated at the time of the competitive solicitation.**
2. **If the solicitation involves a federally funded project where the funding source requirements prohibit the use of state and/or local preferences, the reciprocal local preference will not be applied.**

15. POSTING OF RECOMMENDED AWARD AND PROTESTS

The recommended award will be posted for review by interested parties at the Procurement Division and at:

<http://apps.ocfl.net/OrangeBids/AwardsRec/default.asp> prior to submission through the appropriate approval process and will remain posted for a period of five (5) full business days.

- **Orange County Lobbyist Regulations General Information**
<http://www.orangecountyfl.net/OpenGovernment/LobbingAtOrangeCounty.aspx>

A lobbying blackout period shall commence upon issuance of the solicitation until the Board selects the Contractor. For procurements that do not require Board approval, the blackout period commences upon solicitation issuance and concludes upon contract award.

The Board of County Commissioners may void any contract where the County Mayor, one or more County Commissioners, or a County staff person has been lobbied in violation of the black-out period restrictions of Ordinance No. 2002-15.

- **Orange County Protest Procedures**
<http://www.orangecountyfl.net/VendorServices/VendorProtestProcedures.aspx>

Failure to file a protest with the Manager, Procurement Division by 5:00 PM on the fifth full business day after posting, shall constitute a waiver of bid protest proceedings.

16. BID AND RELATED COSTS

By submission of a bid, the Bidder agrees that any and all costs associated with the preparation of the bid will be the sole responsibility of the Bidder. The Bidder also agrees that the County shall bear no responsibility for any costs associated with the preparation of the bid including but not limited to any administrative or judicial proceedings resulting from the solicitation process.

17. CONTRACTUAL AGREEMENT

This Invitation for Bids shall be included and incorporated in the final contract or purchase order. The order of contract precedence will be the contract (purchase order), bid document, and response. Any and all legal actions associated with this Invitation for Bids and/or the resultant contract (purchase order) shall be governed by the laws of the State of Florida. Venue for any litigation involving this contract shall be the Ninth Circuit Court in and for Orange County, Florida.

18. PUBLIC ENTITY CRIME

Section 287.133(3)(d), Florida Statutes, provides that the Florida Department of Management Services shall maintain a list of the names and addresses of those who have been disqualified from participating in the public contracting process under this section.

http://www.dms.myflorida.com/business_operations/state_purchasing/vendor_information/convicted_suspended_discriminatory_complaints_vendor_lists/convicted_vendor_list

A person or affiliate who has been placed on The Convicted Vendor list following a conviction for a public entity crime shall not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, shall not submit bids on leases of real property to a public entity, shall not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and shall not transact business with any public entity in excess of the threshold amount provided in Florida Statute Section 287.017, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on The Convicted Vendor List.

19. DRUG-FREE WORKPLACE FORM

The Drug-Free Workplace Form is attached and shall be completed and submitted with your bid.

20. SUBCONTRACTING

Bidders subcontracting any portion of the work shall state name and address of subcontractor and the name of the person to be contacted on the attached "Schedule of Subcontractors Form".

21. CONFLICT OF INTEREST FORM

Bidder shall complete the Conflict of Interest Form attached hereto and submit it with their bid.

22. ETHICS COMPLIANCE

The following forms are included in this solicitation and shall be completed and submitted as indicated below:

- A. **Orange County Specific Project Expenditure Report** -The purpose of this form is to document any expenses incurred by a lobbyist for the purposes described in **Section 2-351, Orange County Code**. This form shall be completed and submitted with all bid responses to an Orange County solicitation. Any questions concerning this form shall be addressed to the purchasing agent identified in the applicable solicitation.
- B. **Relationship Disclosure Form** – The purpose of this form is to document any relationships between a bidder to an Orange County solicitation and the Mayor or any other member of the Orange County Board of County Commissioners. This form shall be completed and submitted with the applicable bid to an Orange County solicitation.

No contract award shall be made unless these forms have been completed and submitted with the bid. Any questions concerning these forms shall be addressed to the purchasing agent identified in this solicitation. Also, a listing of the most frequently asked questions concerning these forms is attached to each for your information.

23. SUBMISSION OF BID

The bid must be mailed or hand delivered in a sealed envelope to:

ORANGE COUNTY PROCUREMENT DIVISION
Internal Operations Centre II
400 E. South Street, 2nd Floor
Orlando, Florida 32801

Bidders must indicate on the sealed envelope the following:

- A. **Invitation for Bids Number**
- B. **Hour and Date of Opening**
- C. **Name of Bidder**

Bids received after the time, date, and/or at the location specified, due to failure to identify the envelope with the above information shall be rejected.

24. COPIES

Copies of documents, records, materials, and/or reproductions requests will be charged in accordance with Orange County's fee schedule. Copyrighted materials may be inspected, but cannot be copied or reproduced per Federal law.

25. PROPRIETARY/RESTRICTIVE SCOPE OF WORK/SERVICES

If a prospective bidder considers the scope of work/services contained herein to be proprietary or restrictive in nature, thus potentially resulting in reduced competition, they are urged to contact the Procurement Division prior to bid opening. Specifications which are unrelated to performance will be considered for deletion via addendum to this Invitation for Bids.

26. ASSISTANCE WITH SCOPE OF WORK/SERVICES

Any prospective bidder who assisted the County in developing or writing the scope of work/services contained herein are requested to so note such on the bid response page.

27. PAYMENT TERMS/DISCOUNTS

The County's payment terms are in accordance with Florida Statute 218, Local Government Prompt Payment Act. Cash discounts for prompt payment shall not be considered in determining the lowest net cost for bid evaluation purposes.

28. PATENTS AND ROYALTIES

Unless otherwise provided, the Contractor shall be solely responsible for obtaining the right to use any patented or copyrighted materials in the performance of the contract resulting from this Invitation for Bids.

The Contractor, without exception, shall indemnify and save harmless the County 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 supplied by the Contractor. In the event of any claim against the County of copyright or patent infringement, the County shall promptly provide written notification to the Contractor. If such a claim is made, the Contractor shall use its best efforts to promptly purchase for the County any infringing products or services or procure a license, at no cost to the County, which will allow continued use of the service or product.

If none of the alternatives are reasonably available, the County agrees to return the article on request to the Contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.

29. INDEMNIFICATION

To the fullest extent permitted by law, the Contractor shall defend, indemnify, and hold harmless the County, its officials, agents, and employees from and against any and all claims, suits, judgments, demands, liabilities, damages, cost and expenses including attorney's fees of any kind or nature whatsoever arising directly or indirectly out of or caused in whole or in part by any act or omission of the Contractor or its subcontractors, anyone directly or indirectly employed by them, or anyone for whose acts any of them may be liable; excepting those acts or omissions arising out of the sole negligence of the County.

30. CLARIFICATIONS

It is the Bidder's responsibility to become familiar with and fully informed regarding the terms, conditions and specifications of this Invitation for Bids. Lack of understanding and/or misinterpretation of any portions of this Invitation for Bids shall not be cause for withdrawal of your bid after opening or for subsequent protest of award. Bidder's must contact the Procurement Division, at the phone number on the bid cover sheet **prior** to bid opening, should clarification be required.

Modification or alteration of the documents contained in the solicitation or contract shall only be valid if mutually agreed to in writing by the Bidder and the County.

31. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

By submission of this bid, the Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, that in connection with this procurement:

- A. The prices in this bid have been arrived at independently, without consultation, collusion, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor.
- B. Unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly to any other Bidder or to any competitor; and,
- C. No attempt has been made or shall be made by the Bidder to induce any other person or bidder to submit or not to submit a bid for the purpose of restricting competition.

32. SUCCESSORS AND ASSIGNS

The County and the Contractor each binds itself and its partners, successors, executors, administrators, and assigns to the other party of this Contract and to the partners, successors, executors, administrators, and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the County nor the Contractor shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the County which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the County and the Contractor.

33. PRICING/AUDIT

The Contractor shall establish and maintain a reasonable accounting system, which enables ready identification of Contractor's cost of goods and use of funds. Such accounting system shall also include adequate records and documents to justify all prices for all items invoiced as well as all charges, expenses and costs incurred in providing the services for at least five (5) years after completion of this contract. The County or its designee shall have access to such books, records, subcontract(s), financial operations, and documents of the Contractor or its subcontractors, as required to comply with this section for the purpose of inspection or audit anytime during normal business hours at the Contractor's place of business. This right to audit shall include the Contractor's subcontractors used to procure services under the contract with the County. Contractor shall ensure the County has these same rights with subcontractors and suppliers.

34. EMPLOYEES OF THE CONTRACTOR

All work under this contract shall be performed in a professional and skillful manner. The County may require, in writing, that the Contractor, remove from this contract any employee the County deems incompetent, careless, or otherwise objectionable.

35. TOBACCO FREE CAMPUS

All Orange County operations under the Board of County Commissioners shall be tobacco free. This policy shall apply to parking lots, parks, break areas and worksites. It is also applicable to Contractors and their personnel during contract performance on County owned property. Tobacco is defined as tobacco products including, but not limited to, cigars, cigarettes, e-cigarettes, pipes, chewing tobacco and snuff. Failure to abide by this policy may result in civil penalties levied under Chapter 386, Florida Statutes and/or contract enforcement remedies.

36. CONTRACT CLAIMS

“Claim” as used in this provision means a written demand or written assertion by one of the contracting parties seeking as a matter of right, the payment of a certain sum of money, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract.

Claims made by a Contractor against the County, relating to a particular contract shall be submitted to the Manager, Procurement Division in writing clearly labeled “Contract Claim” requesting a final decision. The Contractor also shall provide with the claim a certification as follows: “I certify that the claim is made in good faith; that the supporting data are accurate and complete to the best of my knowledge and belief; that the amount requested accurately reflects the contract adjustment for which the Contractor believes the County is liable; and that I am duly authorized to certify the claim on behalf of the Contractor.”

Failure to document a claim in this manner shall render the claim null and void. No claim shall be accepted after final payment of the contract.

The decision of the Manager, Procurement Division shall be issued in writing and furnished to the Contractor. The decision shall state the reasons for the decision reached. The Manager, Procurement Division shall render the final decision within sixty (60) days after receipt of Contractor’s written request for a final decision. The Manager, Procurement Division decision shall be final and conclusive.

The Contractor shall proceed diligently with performance of this contract pending final resolution of any request for relief, claim, appeal or action arising under the contract and shall comply with any final decision rendered by the Manager, Procurement Division.

37. VERIFICATION OF EMPLOYMENT STATUS

Prior to the employment of any person under this contract, the Contractor shall utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Contractor during the contract term, and an express requirement that Contractors include in such subcontracts the requirement that subcontractors performing work or providing services pursuant to the state contract utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term. For more information on this process, please refer to United States Citizenship and Immigration Service site at:

<http://www.uscis.gov/portal/site/uscis>.

Only those employees determined eligible to work within the United States shall be employed under this contract.

By submission of a bid in response to this solicitation, the Contractor affirms that all employees in the above categories shall undergo e-verification before placement on this contract. The Contractor shall commit to comply with this requirement by completing the E-Verification certification, attached to this solicitation.

38. CONFIDENTIAL INFORMATION

In accordance with Chapter 119 of the Florida Statutes (Public Records Law), and except as many be provided by other applicable State or Federal Law, all proposers should be aware that Invitation for Bids and the responses thereto are in the public domain. Bidders must identify specifically any information contained in their response which they consider confidential and/or proprietary and which they believe to be exempt from disclosure, **citing specifically the applicable exempting law**. If a Bidder fails to cite the applicable exempting law, we will treat the information as public.

39. FEDERAL REQUIREMENTS

In the event this Contract is paid in whole or in part from any federal government agency or source, the specific terms, regulations and requirements governing the disbursement of these funds shall be specified herein and become a part of this clause.

All Contracts in excess of one hundred thousand dollars (\$100,000) shall comply with all the requirements of Section 114 of the Clean Air Act (42 USC 7401 et seq.) as amended and Section 308 of the Federal Water Pollution Control Act (33 USC 1251 et seq.) as amended.

40. PUBLIC RECORDS COMPLIANCE

Orange County is a public agency subject to Chapter 119, Florida Statutes. The Contractor agrees to comply with Florida's Public Records Law. Specifically, the Contractor shall:

1. Keep and maintain public records required by Orange County to perform the service.
2. Upon request from Orange County's custodian of public records, provide Orange County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from the public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to Orange County.
4. Upon completion of the contract, Contractor agrees to transfer at no cost to Orange County all public records in possession of the Contractor or keep and maintain public records required by Orange County to perform the service. If the Contractor transfers all public record to Orange County upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to Orange County, upon request from Orange County's custodian of public records, in a format that is compatible with the information technology systems of Orange County.
5. A Contractor who fails to provide the public records to Orange County within a reasonable time may be subject to penalties under section 119.10, Florida Statutes.

6. 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 CUSTODIAN OF PUBLIC RECORDS AT :

**Teresa Miller, Procurement Public Records Liaison
400 E. South Street, 2nd Floor, Orlando, FL 32801
407-836-5897
Teresa.Miller@ocfl.net**

SPECIAL TERMS AND CONDITIONS

1. PRE-BID CONFERENCE

All interested parties are invited to attend a **Non-Mandatory Pre-Bid Conference** on **Tuesday, November 29, 2016, 2:30 P.M.** located at **IOC II, 2nd Floor Conference Room, 400 E. South Street Orlando, FL 32801.**

At that time, the County's representative will be available to answer questions relative to this Invitation for Bids. Any suggested modifications may be presented in writing to, or discussed with, the County's representative(s) at this meeting and may be considered by said representative(s) as possible amendments to the Invitation for Bids.

2. QUALIFICATION OF BIDDERS

This bid will be awarded to a responsible, responsive bidder, qualified by experience to provide the work specified. The Bidder shall submit the following information with the bid:

- A. List and brief description of similar work satisfactorily completed with location, dates of contract, names, addresses, email addresses and telephone numbers of owners by completing the attached reference sheets.

REFERENCES: Bidder shall supply (with form) a list of three (3) similar projects successfully completed **by the Bidder, as Prime Contractor** within the last eight (8) years.

The contact person listed as a reference shall be someone who has personal knowledge of the Bidder's performance during the referenced project. Contact persons must have been informed that they are being used as a reference and that the County will be calling or emailing them.

Similar Projects

"Similar projects" for the purpose of this Invitation for Bids has been defined as: a road landscape project which construction has been successfully completed within the eight (8) years immediately preceding the submittal date for bid in response to this Invitation for Bids and shall contain the following elements:

Project Elements

1. Installation and establishment of roadway landscaping, including mowing, in an urban area having a minimum length of 0.5 miles and a construction cost, which excludes any utility work, equal to or greater than fifty thousand dollars (\$50,000) for a governmental agency. For purposes of this Invitation for Bids, "urban" is defined as projects, which traverse an urbanized area, which may have multiple intersecting streets and connecting driveways.

2. Installation or establishment of landscaping must have been certified by a Registered Landscape Architect or a Certified Arborist.
 3. Construction coordination with state and/or local transportation agencies staff, such as, Florida Department of Transportation, Orlando Orange County Expressway Authority, cities, counties, and railroad.
 4. Coordination with utility companies.
- B. List of equipment and facilities available to do the work.
- C. List of personnel, by name and title, contemplated to perform the work.

Failure to submit the above requested information may be cause for rejection of your bid.

The determination on whether a bidder is responsible or not shall be at the sole discretion of the County. Although the County may request the submission of a minimum number of contracts similar to the requirements of this solicitation with certain minimum dimensions, quantities, dollar values, etc., the County's determination of a bidder's responsibility shall not be solely based on the number of similar procurements the bidder provides but the entirety of the bidder's qualifications.

3. LICENSES AND PERMITS

Prior to furnishing the requested service(s), it shall be the responsibility of the Contractor to obtain, at no additional cost to Orange County, any and all licenses and permits required to complete all contractual requirements. These licenses and permits shall be readily available for review by the Manager, Procurement Division or authorized designee.

4. BID ACCEPTANCE PERIOD

A bid shall constitute an irrevocable offer for a period of ninety (90) days from the bid opening date or until the date of award. In the event that an award is not made by the County within ninety (90) days from the bid opening date, the Bidder may withdraw their bid or provide a written extension of their bid.

5. AWARD

Award shall be made on an "All-or-None Total Estimated Bid per Lot" basis to the lowest responsive and responsible Bidder. Bidders are only eligible to be awarded one (1) Lot. If a Bidder was awarded a prior lot for Median Tree Program they are not eligible for award of this solicitation. If the Bidder fails to respond, they will be considered non-responsive.

6. POST AWARD MEETING

Within **seven** (7) days after receipt of notification of award of bid, Contractor shall meet with the County's representative(s) to discuss job procedures and scheduling.

7. PERFORMANCE

Timely performance is of the essence in the award of this Invitation for Bids. Performance shall be no later than fourteen (14) calendar days from receipt of delivery order. Bids which fail to meet this requirement shall be rejected.

It is hereby understood and mutually agreed to by and between parties hereto that the time of performance is an essential condition of this contract.

Should the Contractor neglect, fail or refuse to provide the services within the time herein specified, then said Contractor does hereby agree as part of the consideration for the awarding of this contract, to pay Orange County the sum extended by the County to contract for like services approved by the Procurement Division for the period from the required scheduled commencement date until performance of services covered in the Invitation for Bids is completed.

The Contractor shall, within 5 calendar days from the beginning of such delay, notify the Manager, Procurement Division in writing of the cause(s) of the delay.

8. LIQUIDATED DAMAGES

Should the Contractor fail to complete the required services within the time(s) specified in the contract, or within such additional time(s) as may be granted by Orange County, the County shall suffer damage, the amount of which is difficult, if not impossible to ascertain. Therefore, the Contractor shall pay to the County, as liquidated damages, the sum of \$1,000.00 for each calendar day of delay that actual completion extends beyond the time limit specified until such reasonable time as may be required for final completion of the work. Such sum is mutually agreed upon as a reasonable and proper amount of damages the County shall sustain per diem by failure of the Contractor to complete the services or make delivery within the specified time. The costs for liquidated damages shall not be construed as a penalty on the Contractor.

9. TERMINATION

A. Termination for Default:

The County may, by written notice to the Contractor terminate this contract for default in whole or in part (delivery orders, if applicable) if the Contractor fails to:

1. Provide services that comply with the scope of work/services herein or fails to meet the County's performance standards
2. Perform the services within the time specified in this contract or any extension.
3. Make progress so as to endanger performance of this contract
4. Perform any of the other provisions of this contract.

Prior to termination for default, the County shall provide adequate written notice to the Contractor through the Manager, Procurement Division, affording the opportunity to cure the deficiencies or to submit a specific plan to resolve the deficiencies within ten (10) calendar days (or the period specified in the notice) after receipt of the notice. Failure to adequately cure the deficiency shall result in termination action. Such termination may also result in suspension or debarment of the Contractor in accordance with the County's Procurement Ordinance. The Contractor and its sureties (if any) shall be liable for any damage to the County resulting from the Contractor's default of the contract. This liability includes any increased costs incurred by the County in completing contract performance.

In the event of termination by the County for any cause, the Contractor shall have, in no event, any claim against the County for lost profits or compensation for lost opportunities. After a receipt of a Termination Notice and except as otherwise directed by the County the Contractor shall:

1. Stop work on the date and to the extent specified.
2. Terminate and settle all orders and subcontracts relating to the performance of the terminated work
3. Transfer all work in process, completed work, and other materials related to the terminated work as directed by the County.
4. Continue and complete all parts of that work that have not been terminated.

If the Contractor's failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor the contract shall not be terminated for default. Examples of such causes include (1) acts of God or the public enemy, (2) acts of a government in its sovereign capacity, (3) fires, (4) floods, (5) epidemics, (6) strikes and (7) unusually severe weather.

B. Termination for Convenience:

The County, by written notice, may terminate this contract, in whole or in part, when it is in the County's interest. If this contract is terminated, the County shall be liable only for services rendered and accepted. The County Notice of Termination shall provide the Contractor thirty (30) calendar days prior notice before it becomes effective. **A termination for convenience may apply to individual delivery orders, purchase orders or to the contract in its entirety.**

10. COMPLIANCE WITH OCCUPATIONAL SAFETY AND HEALTH

By submission of a bid in response to this solicitation, the Bidder certifies that all material, equipment, etc., contained in their bid meets all OSHA requirements. Bidder further certifies that if they are the awarded Contractor, and the material, equipment, etc., delivered is subsequently found to be deficient in any OSHA requirements in effect on date of delivery, all costs necessary to bring the material, equipment, etc., into compliance with the aforementioned requirements shall be borne by the Contractor.

11. SAFETY REGULATIONS

Equipment shall meet all State and Federal safety regulations.

12. CODES AND REGULATIONS

The Contractor shall strictly comply with all Federal, State and local codes and regulations.

13. PAYMENT

Partial payments for the value of services rendered and accepted may be requested by the submission of a properly executed invoice, with supporting documents if required. Payment shall be made in accordance with Florida Statute 218, Local Government Prompt Payment Act. Payment for accepted services shall be accomplished by submission of an invoice, in duplicate, to:

Orange County Public Works Fiscal and Operational Support Division
Attn: Patricia Davis
4200 South John Young Parkway
Orlando, FL 32839
Phone (407) 836-7850

In the event additional County Departments or other public entities utilize this contract, invoices are to be sent directly to the Department or entity placing the order.

14. DEBRIS

The Contractor shall be responsible for the prompt removal of all debris which is a result of this contractual service.

15. SAFETY AND PROTECTION OF PROPERTY

The Contractor shall at all times:

- A. Initiate, maintain and supervise all safety precautions and programs in connection with its services or performance of its operations under this contract.
- B. Take all reasonable precautions to prevent injury to employees, including County employees and all other persons affected by their operations.
- C. Take all reasonable precautions to prevent damage or loss to property of Orange County, or of other Contractors, consultants or agencies and shall be held responsible for replacing or repairing any such loss or damage.
- D. Comply with all ordinances, rules, regulations, standards and lawful orders from authority bearing on the safety of persons or property or their protection from damage, injury or loss. This includes but is not limited to:
 - Occupational Safety and Health Act (OSHA)
 - National Institute for Occupational Safety & Health (NIOSH)
 - National Fire Protection Association (NFPA)
 - American Society of Heating, Refrigeration & Air-Conditioning Engineers (ASHRAE)

- E. The Contractor shall also comply with the guidelines set forth in the Orange County Safety & Health Manual. The manual can be accessed online at the address listed below:

<http://www.orangecountyfl.net/VendorServices/OrangeCountySafetyandHealthManual.aspx>

16. **INSURANCE REQUIREMENTS**

Vendor/Contractor agrees to maintain on a primary basis and at its sole expense, at all times throughout the duration of this contract the following types of insurance coverage with limits and on forms (including endorsements) as described herein. These requirements, as well as the County's review or acceptance of insurance maintained by Vendor/Contractor is not intended to and shall not in any manner limit or qualify the liabilities assumed by Vendor/Contractor under this contract. Vendor/Contractor is required to maintain any coverage required by federal and state workers' compensation or financial responsibility laws including but not limited to Chapter 324 and 440, Florida Statutes, as may be amended from time to time.

The Vendor/Contractor shall require and ensure that each of its sub-Vendors/sub-Contractors providing services hereunder (if any) procures and maintains until the completion of their respective services, insurance of the types and to the limits specified herein.

Insurance carriers providing coverage required herein must be licensed to conduct business in the State of Florida and must possess a current A.M. Best's Financial Strength Rating of A- Class VIII or better.

(Note: State licenses can be checked via www.floir.com/companysearch/ and A.M. Best Ratings are available at www.ambest.com)

Required Coverage:

- Commercial General Liability - The Vendor/Contractor shall maintain coverage issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with a limit of liability of not less than \$1,000,000 per occurrence. Vendor/Contractor further agrees coverage shall not contain any endorsement(s) excluding or limiting Product/Completed Operations, Contractual Liability, or Separation of Insureds. The General Aggregate limit shall either apply separately to this contract or shall be at least twice the required occurrence limit.

Required Endorsements:

- Additional Insured- CG 20 26 or CG 20 10/CG 20 37 or their equivalents.
Note: CG 20 10 must be accompanied by CG 20 37 to include products/completed operations
- Waiver of Transfer of Rights of Recovery- CG 24 04 or its equivalent.
Note: If blanket endorsements are being submitted please include the entire endorsement and the applicable policy number.

- Business Automobile Liability - The Vendor/Contractor shall maintain coverage for all owned; non-owned and hired vehicles issued on the most recent version of the ISO form as filed for use in Florida or its equivalent, with limits of not less than \$1,000,000 (one million dollars) per accident. In the event the Vendor/Contractor does not own automobiles the Vendor/Contractor shall maintain coverage for hired and non-owned auto liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.
- Workers' Compensation - The Vendor/Contractor shall maintain coverage for its employees with statutory workers' compensation limits, and no less than \$500,000 each incident of bodily injury or disease for Employers' Liability. Elective exemptions as defined in Florida Statute 440 will be considered on a case-by-case basis. Any Vendor/Contractor using an employee leasing company shall complete the Leased Employee Affidavit.

Required Endorsements:

- Waiver of Subrogation- WC 00 03 13 or its equivalent

Optional Coverage:

- Pesticide Herbicide Application Liability- with a limit of not less than \$ 500,000 per occurrence/claim

When a self-insured retention or deductible exceeds \$100,000 the COUNTY reserves the right to request a copy of Vendor/Contractor most recent annual report or audited financial statement. For policies written on a "Claims-Made" basis the Vendor/Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this contract. In the event the policy is canceled, non-renewed, switched to occurrence form, or any other event which triggers the right to purchase a Supplemental Extended Reporting Period (SERP) during the life of this contract the Vendor/Contractor agrees to purchase the SERP with a minimum reporting period of not less than two years. Purchase of the SERP shall not relieve the Vendor/Contractor of the obligation to provide replacement coverage.

By entering into this contract Vendor/Contractor agrees to provide a waiver of subrogation or a waiver of transfer of rights of recovery, in favor of the County for the workers' compensation and general liability policies as required herein. When required by the insurer or should a policy condition not permit the Vendor/Contractor to enter into a pre-loss agreement to waive subrogation without an endorsement, then Vendor/Contractor agrees to notify the insurer and request the policy be endorsed with a Waiver of Subrogation or a Waiver of Transfer of Rights of Recovery Against Others endorsement.

Prior to execution and commencement of any operations/services provided under this contract the Vendor/Contractor shall provide the COUNTY with current certificates of insurance evidencing all required coverage. In addition to the certificate(s) of insurance the Vendor/Contractor shall also provide endorsements for each policy as specified above. All specific policy endorsements shall be in the name of the Orange County Board of County Commissioners.

For continuing service contracts renewal certificates shall be submitted immediately upon request by either the COUNTY or the COUNTY's contracted certificate compliance management firm. The certificates shall clearly indicate that the Vendor/Contractor has obtained insurance of the type, amount and classification as required for strict compliance with this insurance section. Vendor/Contractor shall notify the COUNTY not less than thirty (30) business days (ten business days for non-payment of premium) of any material change in or cancellation/non-renewal of insurance coverage. The Vendor/Contractor shall provide evidence of replacement coverage to maintain compliance with the aforementioned insurance requirements to the COUNTY or its certificate management representative five (5) business days prior to the effective date of the replacement policy (ies).

The certificate holder shall read:

Orange County Board of County Commissioners
c/o Procurement Division
400 E. South Street, 2nd Floor
Orlando, Florida 32801

17. CONTRACT TERM/RENEWAL

- A. The contract resulting from this Invitation for Bids shall commence effective upon issuance of a term contract by the County and extend for a period of three (3) years. The contract may not be renewed.
- B. The initiating County department(s) will issue delivery/purchase orders against the term contract on an "as needed" basis.
- C. If the quantity of a unit priced item in this contract is an estimated quantity and the actual quantities ordered are more than 50% above the estimated quantity, the County will enter into negotiations with the Contractor for a lower unit price which will be incorporated into the contract. Failure of the Contractor to agree to a reduced unit price may result in the termination of the contract and re-solicitation of the requirement.
- D. Any order issued during the effective period of this contract, but not completed within that period, shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and the County's rights and obligations with respect to that order to the extent as if the order were completed during the contract performance period.

18. PRICING

The County requires a firm price for the entire contract period, or as otherwise specified. Invoices shall be reviewed to confirm compliance with contract pricing. Failure to hold prices firm shall be grounds for immediate termination of the contract.

19. USE OF CONTRACT BY OTHER GOVERNMENT AGENCIES

At the option of the Contractor, the use of the contract resulting from this solicitation may be extended to other governmental agencies, including the State of Florida, its agencies, political subdivisions, counties, and cities.

Each governmental agency allowed by the Contractor to use this contract shall do so independent of any other governmental entity. Each agency shall be responsible for its own purchases and shall be liable only for services ordered, received and accepted. No agency receives any liability by virtue of this bid and subsequent contract award.

20. BID PREFERENCE

In accordance with the Minority Women Owned Business Enterprise (MWBE) Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible Orange County certified MWBE bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% - Bids Up To \$100,000**
- B. 7% - Bids Greater Than \$100,000 to \$500,000**
- C. 6% - Bids Greater Than \$500,000 to \$750,000**
- D. 5% - Bids Greater Than \$750,000 to \$2,000,000**
- E. 4% - Bids Greater Than \$2,000,000 to \$5,000,000**
- F. 3% - Bids Greater Than \$5,000,000**

In accordance with the Service Disabled Veteran Business Ordinance, award of a contract resulting from this Invitation for Bids may be made to the lowest responsive and responsible registered Service Disabled Veteran bidder provided that the bid does not exceed the overall lowest responsive and responsible bidder by the following percentages for the bid amounts listed:

- A. 8% - Bids Up To \$100,000**
- B. 7% - Bids Greater Than \$100,000 to \$500,000**
- C. 6% - Bids Greater Than \$500,000 to \$750,000**
- D. 5% - Bids Greater Than \$750,000 to \$2,000,000**
- E. 4% - Bids Greater Than \$2,000,000 to \$5,000,000**
- F. 3% - Bids Greater Than \$5,000,000**

In the event of a tie between an M/WBE and an SDV with all else being equal, the award shall be made to the firm with the lowest business net worth.

21. CHANGES - SERVICE CONTRACTS

The County may at any time by issuance of an executed change order make changes within the general scope of the contract in any of the following areas:

- A. Description of services to be performed.
- B. Time of Performance (i.e., hours of the day, days of the week, etc.).
- C. Place of performance of the services.

If additional work or other changes are required in the areas described above, a price proposal shall be required from the Contractor. Upon negotiation of the proposal, execution and receipt of the change order, the Contractor shall commence performance of the work as specified.

The Contractor shall not commence the performance of additional work or other changes not covered by this contract without an executed change order issued by the Procurement Division. If the Contractor performs additional work beyond the specific requirements of this contract without an executed change order, it shall be at their own risk. The County assumes no responsibility for any additional costs for work not specifically authorized by an executed change order.

22. METHOD OF ORDERING

The County shall issue Delivery (Purchase) Orders against the contract on an as needed basis for the services listed on the Bid Response Form.

23. ATTACHMENTS

The following attachments are attached to, and made a part of this Invitation for Bids:

- A. Contractor Certification of Installation
- B. Monthly Landscape Inspection Form and Certification

24. CONDITIONS FOR EMERGENCY/HURRICANE OR DISASTER - TERM CONTRACTS

It is hereby made a part of this Invitation for Bids that before, during and after a public emergency, disaster, hurricane, flood, or other acts of God that Orange County shall require a "first priority" basis for services. It is vital and imperative that the majority of citizens are protected from any emergency situation which threatens public health and safety, as determined by the County. Contractor agrees to provide services to the County or other governmental entities as opposed to a private citizen, on a first priority basis. The County expects to pay contractual prices for all services required during an emergency situation. Contractor shall furnish a twenty-four (24) hour phone number in the event of such an emergency.

25. REFERENCES

A contact person shall be someone who has personal knowledge of the Bidder's performance for the specific requirement listed. Contact person shall have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all shall have knowledge of the project. The reference shall be the owner or a representative of the owner. Contractors who provided services under the referenced project (contract) shall not be accepted as references. **DO NOT** list principals or officers who shall not be able to answer specific questions regarding the project. Failure of references listed to respond to the County's inquiries may negatively impact the responsibility of the Bidder.

26. INDEFINITE QUANTITY CONTRACT

- A. This is an indefinite quantity contract for the services specified. The quantities of services specified are estimates only and are not purchased by this contract.

- B. Performance shall be only as authorized by orders in accordance with the terms of this contract. The Contractor shall furnish to the County, when and if ordered, the services up to and including the quantity designated in the schedule as the "Total Estimated Quantity." The County shall order at least the dollar amount designated in the schedule as the "Minimum Quantity" during the initial contract performance period. The County may issue orders requiring delivery to multiple destinations or performance at multiple locations.

SCOPE OF SERVICES

INDEX OF TECHNICAL PROVISIONS **CONSTRUCTION SERVICES FOR THE ROADWAY MEDIAN TREE PROGRAM**

TP

SECTION

TP 102

Maintenance of Traffic

TP 570

Performance Turf

TP 580

Landscape Installation and Establishment

MAINTENANCE OF TRAFFIC

All Maintenance of Traffic work shall conform to the requirements of Section 102 of the Standard Specifications, Index 600 of the FDOT Design Standards, the plans, and/or as herein modified, except as directed by the Engineer.

The road shall be kept open to two-way traffic on a paved surface during construction except when full closures are allowed by the plans or by the Engineer. The Contractor shall not be permitted to isolate residences or places of business. Access shall be provided to all residences and all places of business whenever construction interferes with the existing means of access.

The Contractor shall furnish, erect and maintain all necessary traffic control devices, including flagmen and pilot cars, in accordance with the *Manual of Uniform Traffic Control Devices for Streets and Highways*, published by the U.S. Department of Transportation, Federal Highway Administration. The Contractor shall provide and maintain in a safe condition the entire project limits included, but not limited to pre-existing conditions, driving lanes, temporary approaches, crossings, and intersections with trails, roads, streets, business parking lots, residences, garages and completed work. The Contractor shall take all necessary precautions for the protection of the work and the safety of the public in accordance with Section 102.

The Contractor shall present their signed and sealed Maintenance of Traffic Plan to the Engineer at the preconstruction conference, and shall be fully and solely responsible for the adequacy of the Maintenance of Traffic plan regardless of the source. The plan shall be signed and sealed by a professional engineer licensed in the State of Florida.

The Contractor shall be responsible for installation of signs for all business along the project corridor. Signs should be manufactured and installed in accordance with FDOT design standards. No special compensation will be made to the Contractor to defray costs of any of the work or delays for complying with the requirements of installing business signs, but such costs shall be considered as having been included in the price stipulated for the Maintenance of Traffic pay item.

Basis of Payment

All material, labor and equipment necessary for the construction and maintenance of the entire project limits included, but not limited to pre-existing conditions, driving lanes, temporary approaches, crossings, intersections with trails, roads, streets, business parking lots, residences, garages, temporary driving lanes, temporary pavement markings paint required for MOT, side streets, driveway connections, and completed work, as may be directed by the Engineer shall be included in the contract price.

Payment will be made under:

Pay Item:

102-1 Maintenance of Traffic

Per Mile or Any Fraction Thereof

PERFORMANCE TURF

DESCRIPTION

Plans for individual roadway medians will be provided with delivery order issued. Establish a growing, healthy turf over all areas designated in the plans. The Contractor shall use sod in areas designated in the plans to be sodded. Maintain turf areas until final acceptance of all contract work. Work will include all mulching, sodding, fertilizing, clipping removal, litter control, edging and watering necessary to provide routine maintenance of the grassed area throughout the establishment period or until the work is accepted by the Engineer.

There shall be at least 90% coverage of healthy grass prior to acceptance by the Engineer. The Engineer, at any time, may require replanting of any areas in which the establishment of the grass stand does not appear to be developing satisfactorily.

The Contractor shall mow grassed areas every 14 days, or as required by the Engineer, until final acceptance of the work.

MATERIALS

General

All sod shall meet the requirements of the Florida Department of Agriculture and Consumer Services and all applicable state laws, and shall be approved by the Engineer before installation.

All sod and mulch shall be free of noxious weeds and exotic pest plants, plant parts or seed listed in the current Category I "List of Invasive Species" from the Florida Exotic Pest Plant Council (FLEPPC, <http://www.fleppc.org>). Any plant officially listed as being noxious or undesirable by any Federal Agency, any agency of the State of Florida or any local jurisdiction in which the project is being constructed shall not be used. Any such noxious or invasive plant or plant part found to be delivered in seed, sod or mulch shall be removed by the Contractor at their expense and in accordance with the law.

All materials shall meet plant quarantine and certification entry requirements of Florida Department of Agriculture & Consumer Services, Division of Plant Industry Rules.

Sod

Types: Unless a particular type of sod is called for in the contract documents, sod may be either centipede, bahia, or bermuda at the Contractor's option. It shall be well matted with roots. Where sodding will adjoin, or be in sufficiently close proximity to, private lawns, other types of sod may be used if desired by the affected property owners and approved by the Engineer.

Dimensions: The sod shall be taken up in commercial-size rectangles, or rolls, preferably 12 inches by 24 inches or larger, except where 6 inch strip sodding is called for, or as rolled sod at least 12 inches in width and length consistent with the equipment and methods used to handle the rolls and place the sod. Sod shall be a minimum of 1-1/4 inches thick including a 3/4 inch thick layer of roots and topsoil. Reducing the width of rolled sod is not permitted after the sod has been taken up from the initial growing location. Any netting contained within the sod shall be certified by the manufacturer to be degradable within three years.

PERFORMANCE TURF

Condition: The sod shall be sufficiently thick to secure a dense stand of live turf. The sod shall be live, fresh and uninjured, at the time of planting. It shall have a soil mat of sufficient thickness adhering firmly to the roots to withstand all necessary handling. It shall be planted within 48 hours after being cut and kept moist from the time it is cut until it is planted. No sod which has been cut for more than 48 hours may be used, unless specifically authorized by the Engineer. A letter of certification from the turf Contractor as to when the sod was cut, and what type, shall be provided to the Engineer upon delivery of the sod to the job site.

The source of the sod may be inspected and approved by the Engineer prior to being cut for use in the work.

Mulch

The mulch material shall be compost meeting the requirements below, hardwood barks, shavings or chips; or inorganic mulch materials as approved by the Engineer; or hydraulically applied wood fiber mulch or bonded fiber matrix (BFM) for the establishment of turf material.

Prepared Soil Layer

All material shall be suitable for plant growth. The organic matter content of the prepared soil layer after mixing shall be a minimum of 2.5%, a maximum of 10%, in accordance with FM 1-T-267 and have a pH value of 4.5 or greater and less than or equal to 8.5 as determined in accordance with FM 5-550. The organic matter content shall be created using any of the following materials.

Prepared soil layer materials may be obtained from either, or a combination of, the following sources:

- (1) Excavation within the limits of construction on the project. Such material may be stockpiled or windrowed on the project in areas approved by the Engineer.
- (2) Designated borrow pits for the project.
- (3) From other sources of organic soil materials provided by the Contractor.

Organic Soil: This may consist of muck, mucky peat and peat and shall have an organic matter content of 30% or more if the mineral fraction is more than 50% clay, or more than 20% organic matter if the mineral fraction has no clay.

Compost: Meet the requirements of Florida Department of Environmental Protection Rule 62.709.550 Type Y (yard waste), Type YM (yard waste and manure), Type A (municipal solid waste compost) or Rule 62.640.850 Type AA (composted biosolids) and have unrestricted distribution.

Compost for use as a Soil Amendment: If the electrical conductivity (EC) value of the compost exceeds 4.0dS (mmhos/cm) based on the saturated paste extract method, the compost shall be leached with water prior to application.

PERFORMANCE TURF

Compost for use as a Mulch: The compost shall contain no foreign matter, such as glass, plastic or metal shards. The compost shall be slightly coarse to coarse in nature (over half of the solids shall be from particles 1/2 inches in size and no greater than 6 inches. Preference shall be given to compost or mulch made from uncontaminated woody waste materials.

Fertilizer

Ensure that all employees applying fertilizer, possess a current Florida Department of Agriculture and Consumer Services Commercial Applicator license in accordance with Section 482.1562, F.S. provide a copy of current certificates to the Engineer. Fertilizers shall comply with the State and County fertilizer laws.

The numerical designations for fertilizer indicate the minimum percentages (respectively) of (1) total nitrogen, (2) available phosphoric acid, and (3) water-soluble potash, contained in the fertilizer. At least 50% of the nitrogen shall be from a slow-release source.

Certification

The Contractor shall provide the Engineer a certified test report from the manufacturer of the commercial fertilizer confirming that the requirements of this section are met. The certified test report shall include test results for total nitrogen, available phosphoric acid, water-soluble potash, and sulfur. Each certification shall cover one batch per type for dry type fertilizer.

Fertilizer Rates

Soil laboratory fertilization recommendations are based on the amount (lbs.) of nutrients (N, P₂O₅, K₂O) to apply per given area (usually 1,000 square feet.). From this recommendation it is necessary to select an appropriate fertilizer grade and then determine how much of this fertilizer to apply to the area.

If a complete fertilizer (containing all three primary nutrients) is not available in the ratio of N-P-K necessary to match the ratio required in the fertilizer recommendation, mixed-grade or single-nutrient fertilizers should be used to satisfy each nutrient requirement.

To calculate fertilizer rates:

- Measure the area to be fertilized in square feet.
- Select fertilizers, to be used based on the soil testing laboratory recommendations by matching the ratio of nutrients recommended to the fertilizer grades available.
- Determine the amount of fertilizer to apply to a given area (1,000 square feet.) by dividing the recommended amount of nutrient by the percentage of the nutrient (on a decimal basis) in the fertilizer. Apply no more than 0.25 lbs. P₂O₅/1000 square feet per application prior to planting.
- Adjust the amount of fertilizer to the project area.

PERFORMANCE TURF

Insecticides and Herbicides

Use products found on the following website, <http://state.ceris.purdue.edu/>, approved by the Florida Department of Agriculture for the State of Florida. The use of restricted products is prohibited. Do not use any products in the sulfonylurea family of chemicals. Herbicide application by broadcast spraying is not allowed.

The Contractor shall procure any necessary licenses, pay all charges and fees, and give all notices necessary for lawful performance of the work.

The Contractor shall ensure that all insecticides and herbicides are applied in accordance with Chapter 5E-9, Florida Administrative Code. Provide a copy of current certificates upon request, to the Engineer.

The Contractor shall ensure that employees who work with herbicides comply with all applicable Federal, State, and local regulations.

The Contractor shall comply with all regulations and permits issued by any regulatory agency within whose jurisdiction work is being performed. Post all permit placards in a protected, conspicuous location at the work site.

The Contractor shall acquire all permits required for aquatic plant control as outlined in Chapter 62C-20, Florida Administrative Code, Rules of the Florida Department of Environmental Protection. Contact the Regional Field Office of Bureau of Invasive Plant Management of the Florida Department of Environmental Protection for proper permits and subsequent approval. If application of synthetic organo-auxin herbicides is necessary, meet the requirements of Chapter 5E-2, Florida Administrative Code.

Water

The water used in the grassing operations may be obtained from any approved source. The water shall be free of any substance, which might be harmful to plant growth. Effluent water shall meet all Federal, State and local requirements.

Prevention, Control and Abatement of Erosion and Water Pollution

Prevention, control and abatement of erosion and water pollution shall conform to the requirements of Section 104 of the Standard Specifications, National Pollution Discharge Elimination System (NPDES) requirements, except as modified by these Technical Provisions or as directed by the Engineer.

The Contractor shall present at the preconstruction conference its Storm Water Pollution Prevention Plan (SWPPP) and a separate schedule to manage erosion and water pollution. This schedule shall include a complete outline of the proposed construction of all erosion and pollution control and abatement items required.

The Contractor shall prepare and submit the Notice of Intent (NOI) and Notice of Termination (NOT) to the Florida Department of Environmental Protection (FDEP) and shall obtain the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

PERFORMANCE TURF

Construction Methods

Incorporate turf installation into the project at the earliest practical time.

Use the methods and materials necessary to establish and maintain the initial grassing until final acceptance.

Sod: Place the sod on the prepared surface, with edges in close contact. Do not use sod which has been cut for more than 48 hours.

Place the sod to the edge of all landscape areas as shown in the plans and as shown in the design standards.

Place rolled sod parallel with the roadway and cut any exposed netting even with the sod edge.

Monitor placed sod for growth of pest plants and noxious weeds. If pest plants and/or noxious weeds manifest themselves within 30 days of placement of the sod during the months April through October, within 60 days of placement of the sod during the months of November through March, the Contractor shall treat affected areas by means acceptable to the County at no expense to the County. If pest plants and/or noxious weeds manifest themselves after the timeframes described above from date of placement of sod, the Engineer, at his sole option, will determine if treatment is required and whether or not the Contractor will be compensated for such treatment. The Contractor shall remove and replace any sod as directed by the Engineer.

Turf Establishment

Perform all work necessary, including watering and fertilizing, to sustain an established turf until final acceptance, at no additional expense to the County. Provide the filling, leveling, and repairing of any washed or eroded areas, as may be necessary.

Established turf is defined as follows:

1. An established root system (leaf blades break before seedlings or sod can be pulled from the soil by hand).
2. No bare spots larger than one square foot.
3. No continuous streaks running perpendicular to the face of the slope.
4. No deformation of the turf areas caused by mowing or other Contractor equipment.
5. No exposed sod netting.
6. No pests or noxious weeds.

Monitor turf areas and remove all competing vegetation, pest plants, and noxious weeds (as listed by the Florida Exotic Pest Plant Council, Category I "List of Invasive Species", Current Edition, <http://www.fleppc.org>). Remove such vegetation regularly by manual, mechanical, or chemical control means, as necessary. When selecting herbicides, pay particular attention to ensure use of chemicals that will not harm desired turf. Use herbicides in accordance with provision.

PERFORMANCE TURF

During the entire establishment period and until turf is established in accordance with this specification, the Contractor shall continue inspection and maintenance of erosion and sedimentation control. Take responsibility for the proper removal and disposal of all erosion and sedimentation control items after turf has been established.

Notify the Engineer, with a minimum of seven calendar days advance notice, to conduct inspections of the turf at approximate 90-day intervals during the establishment period to determine establishment. Results of such inspections will be made available to the Contractor within seven (7) calendar days of the date of inspection. Determination of an established turf will be based on the entire project and not in sections.

The Contractor's establishment obligations of this specification will not apply to deficiencies due to the following factors, if found by the Engineer to be beyond the control of the Contractor, their subcontractors, vendors or suppliers:

- Determination that the deficiency was due to the failure of other features of the Contract.
- Determination that the deficiency was the responsibility of a third party performing work not included in the Contract or its actions.

The County will only pay for replanting as necessary due to factors determined by the County to be beyond the control of the Contractor.

Litter Removal

During each cycle, all litter and debris shall be removed prior to and upon completion of a mowing cycle. Litter and debris removal includes the pickup removal, and disposal from the right-of-way and County property of any obstacle such as wood, signs, tires, cans, etc., which cannot be traversed by the mowing equipment. The Contractor shall remove any item such as bags of trash, newspapers, magazines, food containers, boxes, sheets of paper, etc., which will be torn, ripped, scattered or further subdivided by the mowers, which will result in an objectionable appearance.

Clipping Removal

During each cycle all grass clippings that are not uniformly distributed, and detract from the appearance of the mowing operation shall be removed from the site by the Contractor, upon completion of the mowing operation to allow for a neat and clean appearance after completion. The Contractor shall remove and dispose of all grass clippings from the pavement, curbs and curb inlets located within the limits of the project.

The grass clipping removal shall be performed in conjunction with the mowing cycle. The Contractor shall maintain the inlet openings free from the debris generated during their right-of-way mowing operation. Grass clippings shall not be blown into drains or storm drain inlets. Failure to adhere to this will result in the Contractor, at their own expense within two (2) working days, jetting out these pipes and drains or reimbursing the County for the clean-up effort carried out by County personnel.

PERFORMANCE TURF

Edging

Edging is the removal of all weeds, sand, vegetation, debris and plant material by the Contractor from all edges of curbs, to maintain these areas in an attractive and manicured condition. Edging includes the removal of growth mechanically and manually and shall be performed in conjunction with the mowing cycle. The edging of curbs shall create a distinct void; approximately one-half (1/2) inch horizontally between the structure and the turf. String trimmers shall not be used in edging. Edging also includes the removal of all sand and debris from the areas designated to be edged. Upon completion of edging by the Contractor, no growth, sand or debris shall touch any of the structures designated to be edged. The Contractor shall remove all sand and debris from the areas designated for edging.

NOTE: Areas specified for edging will not be treated with herbicide.

Basis of Payment.

Prices and payments will be full compensation for all work and materials specified in this Section.

Payment will be made under:

- Item No. 570-1 – Performance Turf - per square yard.
- 570-2 – Turf Establishment and mowing – per acreage

LANDSCAPE INSTALLATION & ESTABLISHMENT

DESCRIPTION

The landscape installation includes furnishing, install, establish, and maintain all items detailed in this provision, the special provisions, and on the plans, except as directed by the Engineer. Plans for individual roadway medians will be provided with a request of each proposal.

MATERIALS

Grade Standards and Conformity with Type and Species: Only use plant materials purchased in Central Florida from commercial nursery stock, which complies with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants."

- The Contractor shall submit a list of nurseries where plants are tagged, including contact information and location. Plants shall originate from a registered nursery in Central Florida under inspection with the Division of Plant Industry, or certified and have met the requirements of Chapter 581, Florida Statutes, and Title 5B, Florida Administrative Code.
- The Engineer and Contractor shall visit the nursery sites to inspect representative samples of plant material and *lock tag* the plants.
- Plants shall be correctly labeled as to name, grade and date of delivery. Plants shall be plainly and legibly labeled by the nurseryman to show the scientific or accepted common name, including variety and rootstock when applicable, and the grade. Only one name and grade label is needed on a group of plants of the same variety, rootstock and grade when addressed to one consignee, provided that the label is also marked to indicate the number of plants in the group for which the label is intended.
- The Contractor shall use only plants that are true to type and species, free of fungal infection and disease, and ensure that the plants not specifically covered by Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries.
- Prior to planting, the Contractor shall provide the Engineer with a certification from the supplying nursery that all plant materials have been purchased from Florida commercial nursery stock. Verify that plant species, quantity, and quality of plants in the Contractor's plant schedule are consistent with that on plant list and drawings.
- Unless otherwise specified, minimum grade for all plants is Florida No. 1. All plants shall be the specified size and grade at the time of delivery to the site.

LANDSCAPE INSTALLATION & ESTABLISHMENT

Root Ball Sizes for Field Grown Palms			
Palm Type	Overall Height	Root Ball Radius from Trunk	Root Ball Depth
Sabal Palm*	N/A	Per Florida Grades & Standards	Per Florida Grades & Standards
Queen Palm	N/A	24"	24"
All Other Field Grown Palms	< 15' OA	12"	18"
	15' – 25' OA	16"	24"
	26' – 30' OA	18"	30"
	30'	24"	36"
<p>* Sabal palms (Sabal palmetto) specified as being “Regenerated Palms” as shown on the Plant Schedules shall be minimum Florida no. 1 grade unless noted otherwise. The root ball width shall be, at a minimum, equal to twice the diameter of the trunk as measured at the base. The root balls shall have new, regenerated, round-tipped roots that have emerged from the root initiation zone. Roots shall be whitish-yellow in color, have tapered ends and be present on all sides of the root ball.</p> <p>To qualify as “Regenerate Palms,” sabal palms shall have been placed in containers or be contained within “plastic fabric or film material”, or approved equal, after field harvesting and during the root regeneration period. They shall have a minimum of three fully expanded new fronds that have not been pruned. Fully expanded new fronds shall meet the minimum requirements to be considered “excellent leaves”, as defined by the glossary of terms in the latest edition of the Florida Department of Agriculture and Consumer Services Grades and Standards for Nursery Plants – Palms and Cycads.</p>			

Ball and Burlap (B&B) Trees

- Once they reach the planting site, do not let clear plastic-covered root balls remain in the sun. Keep them in the shade or remove the plastic to prevent temperatures in the root ball from reaching lethal levels. Plastic shall be completely removed prior to planting. If trees are not planted the day of delivery, cover the sides of the root balls with soil, compost, mulch, saw dust or other organic matter to help prevent root desiccation. Do not cover the top.

Container Trees

- Trees in containers shall remain in the upright position. Group them close together to provide mutual shading of the root balls since direct sun hitting the side of the container often increases temperatures inside the root ball to lethal levels. Roots can die in a matter of hours, so prompt action is essential. Root systems on bare root trees should be covered with moist sphagnum or other moisture holding material and kept out of the wind and sun to help keep them alive.
- Irrigate trees in the holding area as they were in the nursery.

LANDSCAPE INSTALLATION & ESTABLISHMENT

- Deliver soil conditioners (pesticides, herbicides, fumigants, and fertilizers) to site in original unopened containers bearing manufacturer's guaranteed chemical analysis, name, trade name, trademark, and conformance to state law. Soil conditioners shall be stored in designated areas.
- Deliver planting soil mixes and mulch in bulk with manufacturer's guaranteed mix, name, and conformance to State law. Store soil mixes in designated areas only.
- Mist periodically each day all tree/palm root balls and crowns/tops during delivery, handling, and storing on site to ensure against drying.
- Notify Engineer of delivery schedule in advance so plant material may be inspected upon arrival at job site.
- Remove unacceptable plant material immediately from job site.
- Delivery of fluid applied membrane waterproofing shall be to the job site in sealed undamaged containers. Each container shall be identified with material name, date of manufacture and lot number.

Water

The water used may be obtained from any approved source. The water shall be free of any substance which might be harmful to plant growth. Effluent water shall meet all Federal, State and local requirements.

Mulch

The mulch material shall be compost meeting the requirements below, hardwood barks, shavings or chips; or inorganic mulch materials as approved by the Engineer; or hydraulically applied wood fiber mulch or bonded fiber matrix (BFM) for the establishment of turf material. Use of cypress mulch is prohibited.

Soil

Remove all unsuitable soil and debris specified on the plans that will be provided for each bid. Replace soil with material suitable for plant growth. The organic matter content of the prepared soil layer after mixing shall be a minimum of 2.5%, a maximum of 10%, in accordance with FM 1-T-267 and have a pH value of 4.5 or greater and less than or equal to 8.5 as determined in accordance with FM 5-550. The organic matter content shall be created using any of the following materials.

Prepared soil layer materials may be obtained from either, or a combination of, the following sources:

- Excavation within the limits of construction on the project. Such material may be stockpiled or windrowed on the project in areas approved by the Engineer.
- Designated borrow pits for the project.
- From other sources of organic soil materials provided by the Contractor.

LANDSCAPE INSTALLATION & ESTABLISHMENT

Organic Soil: This may consist of muck, mucky peat and peat and shall have an organic matter content of 30% or more if the mineral fraction is more than 50% clay, or more than 20% organic matter if the mineral fraction has no clay.

Compost: Meet the requirements of Florida Department of Environmental Protection Rule 62.709.550 Type Y (yard waste), Type YM (yard waste and manure), Type A (municipal solid waste compost) or Rule 62.640.850 Type AA (composted biosolids) and have unrestricted distribution.

Compost for use as a Soil Amendment: If the electrical conductivity (EC) value of the compost exceeds 4.0dS (mmhos/cm) based on the saturated paste extract method, the compost shall be leached with water prior to application.

Compost for use as a Mulch: The compost shall contain no foreign matter, such as glass, plastic or metal shards. The compost shall be slightly coarse to coarse in nature (over half of the solids shall be from particles 1/2 inches in size and no greater than 6 inches). Preference shall be given to compost or mulch made from uncontaminated woody waste materials.

Transporting and Delivery:

Preparation for Transporting

- Prune head and/or roots of all trees only under direction of certified Arborist or registered Landscape Architect, and as required to assure safe loading, shipment and handling without damaging the natural form and health of the plant. No "Hurricane cutting" is permitted unless approved by Engineer.
- The Contractor shall stabilize all trees in containers and prepare tree for shipping.

Transporting

The Contractor shall perform the following:

- Move nursery stock in accordance with all Federal and State regulations and accompany each shipment with the required inspection certificates.
- Submit inspection certificates to the Engineer. Protect all plant materials during transport/ delivery with shade cloth or other acceptable means to prevent wind burn.
- Protect all plant material during delivery to prevent damage or desiccation to root ball or desiccation of crown and leaves.
- Tree root balls shall be irrigated just prior to shipping. Trees shall be secured in the truck so as not to roll. Do not allow closed trucks to remain standing in the sun in hot weather unless they are air-conditioned.
- Ball and Burlap (B&B) trees shall have their root balls shrink-wrapped prior to transporting them from the nursery.

LANDSCAPE INSTALLATION & ESTABLISHMENT

Delivery – All trees shall arrive as tagged in accordance with this provision. Use durable waterproof labels with water-resistant ink, which shall remain legible for at least 60 days.

Prevention, Control and Abatement of Erosion and Water Pollution

Prevention, control and abatement of erosion and water pollution shall conform to the requirements of Section 104 of the Standard Specifications, National Pollution Discharge Elimination System (NPDES) requirements, except as modified by these Technical Provisions or as directed by the Engineer.

The Contractor shall present at the preconstruction conference its Storm Water Pollution Prevention Plan (SWPPP) and a separate schedule to manage erosion and water pollution. This schedule shall include a complete outline of the proposed construction of all erosion and pollution control and abatement items required.

The Contractor shall prepare and submit the Notice of Intent (NOI) and Notice of Termination (NOT) to the Florida Department of Environmental Protection (FDEP) and shall obtain the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities.

Installation

Installation Plan: Not less than 14 calendar days prior to the scheduled installation, the Contractor shall submit an installation plan to the Engineer for review and comment. Specifically describe the methods, activities, materials and schedule to achieve installation of plants. Installation shall not begin until the Engineer has approved the installation plan.

Layout: The location of plants as shown in the drawings to be issued, are approximate. At no cost to the County adjust final locations when directed by the Engineer to accommodate unforeseen field conditions or to comply with safety setbacks and requirements.

Prior to commencing any excavation or planting, planting beds and individual locations of trees and palms shall be staked/marked as shown in the contract documents. Notify the Engineer when staking/markings is complete. The Engineer will approve prior to commencing.

Make no changes to the layout, materials or any variations of plant materials from the contract documents without the Engineer's written approval.

Soil Drainage: All planting holes and beds shall drain sufficiently prior to installing any plants. Immediately notify the Engineer of drainage or percolation problems before plant installation.

Planting: Meet the requirements of the plans.

Disposal of Debris: Remove and dispose of all debris and excess material generated from the installation of plants at the end of each day's work and in compliance with all Federal, State and Local laws and ordinances.

LANDSCAPE INSTALLATION & ESTABLISHMENT

Reporting: The Contractor shall certify monthly on a form provided by the County, "Landscape Monthly Inspection Form" that the plants have been installed and are being established and maintained in accordance with the contract documents.

Establishment Plan: The Establishment Plan shall be submitted as part of the Installation Plan to the Engineer for review and comment. Specifically describe the methods, activities, materials and schedule to achieve establishment and inspection of plants and incidental landscaping. Acceptance of the Establishment Plan is not a release from responsibility for the overall establishment and maintenance of the landscape area as required in the contract documents. Perform any ancillary activities that may be required to adequately establish and maintain the plants and landscape area.

Installation Completion: To allow time for scheduling inspection of installation, provide the Engineer with no less than seven (7) calendar days advance notice of completion of installation of all plants. Upon completion of installation of plants and incidental landscaping, certify on a form provided by the County "Contractor Certification of Installation" that the landscaping has been installed and is being established in accordance with the contract documents.

Establishment:

- Keep all plants vigorous, undamaged, free of pests and disease, hydrated and nourished, supported to grow and maintain form and general appearance specified in the contract documents and the Establishment Plan.
- Keep all plants pruned to maintain plant health, clear visibility of signs, traffic signals, safe sight distance at intersections and driveways, safe and operational horizontal and vertical clearance from roadways, sidewalks, utilities, light poles, traffic control signals and devices, mechanical equipment, fences, walls and drainage structures, and to provide unobstructed access. Pruning shall conform to ANSI A300 Part 1 Standards. Pruning shall be performed by an International Society of Arboriculture (ISA) Certified Arborist or person with documentation of equivalent or greater expertise. Prior to performing pruning activities provide proof of the individual's active arborist certification to the Engineer for approval.
- Keep the landscape areas as defined in the plans, including individual plant locations and planting beds, free of litter, debris, excess material and undesirable vegetation.
- Keep landscape bed edges correctly located and trimmed, and the mulch groomed and replenished as specified in the contract documents.
- Remove staking and guying from all fully established plants unless otherwise directed by the Engineer.
- Continue any mowing and litter pick up of the turf areas as depicted and specified in the contract documents.

Inspection and Reporting Requirements: During the establishment period, inspect and certify monthly on the County's "Landscape Monthly Inspection Form" that the landscaping is being established per the Contract Documents.

LANDSCAPE INSTALLATION & ESTABLISHMENT

In addition, at quarterly intervals, beginning within 90 days of the establishment period start date, provide a Registered Landscape Architect or Certified Arborist to perform inspections of the landscaping and document the findings in a signed and sealed report. Information in the inspection report shall include, as a minimum, the following:

- Date of inspection
- Description of project
- Location of inspection
- Weather conditions
- Condition of plants - identify by species, location, and number of plants that are no longer the specified minimum grade.
- Condition of plant beds and adjoining areas (including mulch, turf, edges of planting beds, weeds, and staking and guying)
- Watering Schedule and/or Condition and operation of the irrigation system, if applicable
- Contractor's response, action, and schedule
- Other comments

The contractor shall submit the monthly inspection form and the quarterly inspection report to the Engineer within seven (7) calendar days after performing the inspection.

Remedial Work

Perform all necessary remedial work at no cost to the County. Use replacement plants of the same species and planting medium as the plant being replaced and/or as specified in the contract documents. Replacement plant size shall match the size of the adjacent grown-in plants of the same species and variety which may be larger than the initially installed size.

During the establishment period, the establishment time for replacement plants shall be the remaining establishment period or 90 days after date of replacement installation acceptance, whichever is greater.

Approval of remedial work does not relieve the Contractor from continuing responsibility under the provisions of this section. At the end of the contract period when all contract requirements are met, the Engineer will release the Contractor from further remedial work.

BASIS OF PAYMENT

All work, material, and incidental costs related to prepare the area for the installation and establishment of landscaping will be paid for at the contract unit price completed and accepted. The unit price shall be inclusive for all work and materials described herein, including excavation (in whatever material encountered), or any other material unsuitable in its original position and that is excavated below finished grade, and replaced with select bedding material, backfilling, compaction, furnishing and installing, disposing of surplus materials, and other work as may be required for an acceptable installation and establishment of landscaping.

LANDSCAPE INSTALLATION & ESTABLISHMENT

Payment will be made under:

ITEM	UNIT	DESCRIPTION
TREES – FLORIDA FANCY		
580-1-1	EA	ACER RUBRUM (RED MAPLE) (AR) 3"-4" CAL/14' – 16' H
580-1-1A	EA	ACER RUBRUM (RED MAPLE) (AR) LANDSCAPE INSTALLATION
580-1-1B	EA	ACER RUBRUM (RED MAPLE) (AR) LANDSCAPE ESTABLISHMENT (24 MONTHS)
580-1-2	EA	ILEX X ATTENUATA (EAGLESTON) (IA) 3" CAL/14-16' H
580-1-2A	EA	ILEX X ATTENUATA (EAGLESTON) (IA) LANDSCAPE INSTALLATION
580-1-2B	EA	ILEX X ATTENUATA (EAGLESTON) (IA) LANDSCAPE ESTABLISHMENT (24 MONTHS)
580-1-3	EA	MAGNOLIA GRANDIFLORA (SOUTHERN MAGNOLIA) (MG) 12'-14' H
580-1-3A	EA	MAGNOLIA GRANDIFLORA LANDSCAPE INSTALLATION
580-1-3B	EA	MAGNOLIA GRANDIFLORA LANDSCAPE ESTABLISHMENT (24 MONTHS)
580-1-4	EA	JUNIPERUS CHINESIS "TORULOSA" (JC) 6' H
580-1-4A	EA	JUNIPERUS CHINESIS "TORULOSA" (JC) LANDSCAPE INSTALLATION
580-1-4B	EA	JUNIPERUS CHINESIS "TORULOSA" (JC) LANDSCAPE ESTABLISHMENT (24 MONTHS)
580-1-5	EA	QUERCUS SHUMARDII (SHUMARD OAK) (QS) 3"-4" CAL/14' – 16' H
580-1-5A	EA	QUERCUS SHUMARDII (SHUMARD OAK) (QS) LANDSCAPE INSTALLATION
580-1-5B	EA	QUERCUS SHUMARDII (SHUMARD OAK) (QS) LANDSCAPE ESTABLISHMENT (24 MONTHS)

LANDSCAPE INSTALLATION & ESTABLISHMENT

580-1-6	EA	QUERCUS VIRGINIANA "CATHEDRAL" (QV) 3"-4" CAL/14' – 16' H
580-1-6A	EA	QUERCUS VIRGINIANA "CATHEDRAL" (QV) LANDSCAPE INSTALLATION
580-1-6B	EA	QUERCUS VIRGINIANA "CATHEDRAL" (QV) LANDSCAPE ESTABLISHMENT (24 MONTHS)
580-1-7	EA.	QUERCUS VIRGINIANA "HIGHRISE" (HIGHRISE OAK) (QS) 3"-4" CAL/12' – 16' H
580-1-7A	EA	QUERCUS VIRGINIANA "HIGHRISE" (HIGHRISE OAK) (QS) LANDSCAPE INSTALLATION
580-1-7B	EA	QUERCUS VIRGINIANA "HIGHRISE" (HIGHRISE OAK) (QS) LANDSCAPE ESTABLISHMENT (24 MONTHS)
580-1-8	EA.	CHIONANTHUS VIRGINICUS" (FRINGE TREE) (CV) 3"-5" CAL
580-1-8A	EA	CHIONANTHUS VIRGINICUS" (FRINGE TREE) (CV) LANDSCAPE INSTALLATION
580-1-8B	EA	CHIONANTHUS VIRGINICUS" (FRINGE TREE) (CV) LANDSCAPE ESTABLISHMENT (24 MONTHS)
580-1-9	EA.	LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LI) SINGLE 3"-5" CAL
580-1-9A	EA	LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LI) LANDSCAPE INSTALLATION
580-1-9B	EA	LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LI) LANDSCAPE ESTABLISHMENT (24 MONTHS)
580-1-10	EA.	LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LI) SINGLE 8"-10" CAL
580-1-10A	EA.	LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LI) SINGLE 8"-10" CAL LANDSCAPE INSTALLATION
580-1-10B	EA	LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LI) SINGLE 8"-10" CAL LANDSCAPE ESTABLISHMENT (24 MONTHS)
580-1-11	EA	LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ) 3"-4" CAL

LANDSCAPE INSTALLATION & ESTABLISHMENT

- 580-1-11A EA LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ)
3"-4" CAL
LANDSCAPE INSTALLATION
- 580-1-11B EA. LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ)
3"-4" CAL
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-1-12 EA. LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ)
5"-8" CAL
- 580-1-12A EA. LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ)
5"-8" CAL
LANDSCAPE INSTALLATION
- 580-1-12B EA. LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ)
5"-8" CAL
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-1-13 EA. ULMUA PARVIFOLIA "ALLEE" (ALLEE CHINESE ELM) (UP)
4"-5" CAL/15' – 16' H
- 580-1-13A EA. ULMUA PARVIFOLIA "ALLEE" (ALLEE CHINESE ELM) (UP)
4"-5" CAL/15' – 16' H
LANDSCAPE INSTALLATION
- 580-1-13B EA. ULMUA PARVIFOLIA "ALLEE" (ALLEE CHINESE ELM) (UP)
4"-5" CAL/15' – 16' H
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-1-14 EA. TAXODIUM DISTICHUM "BALD CYPRESS" (TD)
3" CAL, 12'-14'H x 6's 65 GAL/B&B, 5CT.
- 580-1-14A EA. TAXODIUM DISTICHUM "BALD CYPRESS" (TD)
3" CAL, 12'-14'H x 6's 65 GAL/B&B, 5CT.
LANDSCAPE INSTALLATION
- 580-1-14B EA. TAXODIUM DISTICHUM "BALD CYPRESS" (TD)
3" CAL, 12'-14'H x 6's 65 GAL/B&B, 5CT.
LANDSCAPE ESTABLISHMENT (24 MONTHS)

PALMS

- 580-2-1 EA. SABAL PALMETTO (SP)
CLEAR TRUNK HEIGHTS VARIES, 12'-24'
- 580-2-1A EA. SABAL PALMETTO (SP)
CLEAR TRUNK HEIGHTS VARIES, 12'-24'
LANDSCAPE INSTALLATION

LANDSCAPE INSTALLATION & ESTABLISHMENT

- 580-2-1B EA. SABAL PALMETTO (SP)
CLEAR TRUNK HEIGHTS VARIES, 12'-24'
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-2-2 EA. PHOENIX ROEBELENII (PR) "PYGMY DATE PALM"
CLEAR TRUNK HEIGHTS VARIES, 6' (2'CT)
- 580-2-2A EA. PHOENIX ROEBELENII (PR) "PYGMY DATE PALM"
CLEAR TRUNK HEIGHTS VARIES, 6' (2'CT)
LANDSCAPE INSTALLATION
- 580-2-2B EA. PHOENIX ROEBELENII (PR) "PYGMY DATE PALM"
CLEAR TRUNK HEIGHTS VARIES, 6' (2'CT)
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-2-3 EA. PHOENIX SYLVESTRIS (PS) "SYLVESTER DATE PALM"
CLEAR TRUNK HEIGHTS VARIES, 12'-28' HT. STRAIGHT
TRUNKS
- 580-2-3A EA. PHOENIX SYLVESTRIS (PS) "SYLVESTER DATE PALM"
CLEAR TRUNK HEIGHTS VARIES, 12'-28' HT. STRAIGHT
TRUNKS
LANDSCAPE INSTALLATION
- 580-2-3B EA. PHOENIX SYLVESTRIS (PS) "SYLVESTER DATE PALM"
CLEAR TRUNK HEIGHTS VARIES, 12'-28' HT. STRAIGHT
TRUNKS
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-2-4 EA. PHOENIX MEDJOO (PM) "MEDJOO DATE PALM"
CLEAR TRUNK HEIGHTS VARIES, 15' CT STRAIGHT TRUNKS
- 580-2-4A EA. PHOENIX MEDJOO (PM) "MEDJOO DATE PALM"
CLEAR TRUNK HEIGHTS VARIES, 15' CT STRAIGHT TRUNKS
LANDSCAPE INSTALLATION
- 580-2-4B EA. PHOENIX MEDJOO (PM) "MEDJOO DATE PALM"
CLEAR TRUNK HEIGHTS VARIES, 15' CT STRAIGHT TRUNKS
LANDSCAPE ESTABLISHMENT (24 MONTHS)

TREES – FLORIDA NUMBER 1

- 580-3-1 EA. ACER RUBRUM (RED MAPLE) (AR)
3"-4" CAL/14' – 16' H
- 580-3-1A EA. ACER RUBRUM (RED MAPLE) (AR)
3"-4" CAL/14' – 16' H
LANDSCAPE INSTALLATION

LANDSCAPE INSTALLATION & ESTABLISHMENT

- 580-3-1B EA. ACER RUBRUM (RED MAPLE) (AR)
3"-4" CAL/14' – 16' H
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-3-2 EA. ILEX X ATTENUATA (EAGLESTON) (IA)
3" CAL/14-16' H
- 580-3-2A EA. ILEX X ATTENUATA (EAGLESTON) (IA)
3" CAL/14-16' H
LANDSCAPE INSTALLATION
- 580-3-2B EA. ILEX X ATTENUATA (EAGLESTON) (IA)
3" CAL/14-16' H
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-3-3 EA. MAGNOLIA GRANDIFLORA (SOUTHERN MAGNOLIA) (MG)
12'-14' H
- 580-3-3A EA. MAGNOLIA GRANDIFLORA (SOUTHERN MAGNOLIA) (MG)
12'-14' H
LANDSCAPE INSTALLATION
- 580-3-3B EA. MAGNOLIA GRANDIFLORA (SOUTHERN MAGNOLIA) (MG)
12'-14' H
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-3-4 EA. JUNIPERUS CHINESIS "TORULOSA" (JC)
6' H
- 580-3-4A EA. JUNIPERUS CHINESIS "TORULOSA" (JC)
6' H
LANDSCAPE INSTALLATION
- 580-3-4B EA. JUNIPERUS CHINESIS "TORULOSA" (JC)
6' H
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-3-5 EA. QUERCUS SHUMARDII (SHUMARD OAK) (QS)
3"-4" CAL/14' – 16' H
- 580-3-5A EA. QUERCUS SHUMARDII (SHUMARD OAK) (QS)
3"-4" CAL/14' – 16' H
LANDSCAPE INSTALLATION
- 580-3-5B EA. QUERCUS SHUMARDII (SHUMARD OAK) (QS)
3"-4" CAL/14' – 16' H
LANDSCAPE ESTABLISHMENT (24 MONTHS)

LANDSCAPE INSTALLATION & ESTABLISHMENT

- 580-3-6 EA. QUERCUS VIRGINIANA "CATHEDRAL" (CATHEDRAL LIVEOAK)
(QV) 3"-4" CAL/14' – 16' H
- 580-3-6A EA. QUERCUS VIRGINIANA "CATHEDRAL" (CATHEDRAL LIVE OAK)
(QV) 3"-4" CAL/14' – 16' H
LANDSCAPE INSTALLATION
- 580-3-6B EA. QUERCUS VIRGINIANA "CATHEDRAL" (CATHEDRAL LIVE OAK)
(QV) 3"-4" CAL/14' – 16' H
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-3-7 EA. QUERCUS VIRGINIANA "HIGHRISE" (HIGHRISE OAK) (QS)
3"-4" CAL/12' – 16' H
- 580-3-7A EA. QUERCUS VIRGINIANA "HIGHRISE" (HIGHRISE OAK) (QS)
3"-4" CAL/12' – 16' H
LANDSCAPE INSTALLATION
- 580-3-7B EA. QUERCUS VIRGINIANA "HIGHRISE" (HIGHRISE OAK) (QS)
3"-4" CAL/12' – 16' H
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-3-8 EA. CHIONANTHUS VIRGINICUS" (FRINGE TREE) (CV)
5" CAL
- 580-3-8A EA. CHIONANTHUS VIRGINICUS" (FRINGE TREE) (CV)
5" CAL
LANDSCAPE INSTALLATION
- 580-3-8B EA. CHIONANTHUS VIRGINICUS" (FRINGE TREE) (CV)
5" CAL
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-3-9 EA. LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LI)
SINGLE 3"-5" CAL
- 580-3-9A EA. LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LI)
SINGLE 3"-5" CAL
LANDSCAPE INSTALLATION
- 580-3-9B EA. LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LI)
SINGLE 3"-5" CAL
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-3-10 EA. LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LI)
SINGLE 8"-10" CAL
- 580-3-10A EA. LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LI)
SINGLE 8"-10" CAL
LANDSCAPE INSTALLATION

LANDSCAPE INSTALLATION & ESTABLISHMENT

- 580-3-10B EA. LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LI)
SINGLE 8"-10" CAL
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-3-11 EA. LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ)
3"-4" CAL
- 580-3-11A EA. LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ)
3"-4" CAL
LANDSCAPE INSTALLATION
- 580-3-11B EA. LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ)
3"-4" CAL
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-3-12 EA. LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ)
5"-8" CAL
- 580-3-12A EA LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ)
5"-8" CAL
LANDSCAPE INSTALLATION
- 580-3-12B EA LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ)
5"-8" CAL
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-3-13 EA. ULMUA PARVIFOLIA "ALLEE" (ALLEE CHINESE ELM) (UP)
4"-5" CAL/15' – 16' H
- 580-3-13A EA. ULMUA PARVIFOLIA "ALLEE" (ALLEE CHINESE ELM) (UP)
4"-5" CAL/15' – 16' H
LANDSCAPE INSTALLATION
- 580-3-13B EA. ULMUA PARVIFOLIA "ALLEE" (ALLEE CHINESE ELM) (UP)
4"-5" CAL/15' – 16' H
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-3-14 EA. TAXODIUM DISTICHUM "BALD CYPRESS" (TD)
3" CAL, 12'-14'H x 6's 65 GAL/B&B, 5CT.
- 580-3-14A EA. TAXODIUM DISTICHUM "BALD CYPRESS" (TD)
3" CAL, 12'-14'H x 6's 65 GAL/B&B, 5CT.
LANDSCAPE INSTALLATION
- 580-3-14B EA. TAXODIUM DISTICHUM "BALD CYPRESS" (TD)
3" CAL, 12'-14'H x 6's 65 GAL/B&B, 5CT.
LANDSCAPE ESTABLISHMENT (24 MONTHS)

LANDSCAPE INSTALLATION & ESTABLISHMENT

PALMS

- 580-4-1 EA. SABAL PALMETTO (SP)
CLEAR TRUNK HEIGHTS VARIES, 12'-28'
- 580-4-1A EA. SABAL PALMETTO (SP)
CLEAR TRUNK HEIGHTS VARIES, 12'-28'
LANDSCAPE INSTALLATION
- 580-4-1B EA. SABAL PALMETTO (SP)
CLEAR TRUNK HEIGHTS VARIES, 12'-28'
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-4-2 EA. PHOENIX ROEBELENII (PR) "PYGMY DATE PALM"
CLEAR TRUNK HEIGHTS VARIES, 6' (2'CT)
- 580-4-2A EA. PHOENIX ROEBELENII (PR) "PYGMY DATE PALM"
CLEAR TRUNK HEIGHTS VARIES, 6' (2'CT)
LANDSCAPE INSTALLATION
- 580-4-2B EA. PHOENIX ROEBELENII (PR) "PYGMY DATE PALM"
CLEAR TRUNK HEIGHTS VARIES, 6' (2'CT)
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-4-3 EA. PHOENIX SYLVESTRIS (PS) "SYLVESTER DATE PALM"
CLEAR TRUNK HEIGHTS VARIES, 12'-28' HT. STRAIGHT TRUNKS
- 580-4-3A EA. PHOENIX SYLVESTRIS (PS) "SYLVESTER DATE PALM"
CLEAR TRUNK HEIGHTS VARIES, 12'-28' HT. STRAIGHT TRUNKS
LANDSCAPE INSTALLATION
- 580-4-3B EA. PHOENIX SYLVESTRIS (PS) "SYLVESTER DATE PALM"
CLEAR TRUNK HEIGHTS VARIES, 12'-28' HT. STRAIGHT TRUNKS
LANDSCAPE ESTABLISHMENT (24 MONTHS)
- 580-4-4 EA. PHOENIX MEDJOO (PM) "MEDJOO DATE PALM"
CLEAR TRUNK HEIGHTS VARIES, 15' CT STRAIGHT TRUNKS
- 580-4-4A EA. PHOENIX MEDJOO (PM) "MEDJOO DATE PALM"
CLEAR TRUNK HEIGHTS VARIES, 15' CT STRAIGHT TRUNKS
LANDSCAPE INSTALLATION
- 580-4-4B EA. PHOENIX MEDJOO (PM) "MEDJOO DATE PALM"
CLEAR TRUNK HEIGHTS VARIES, 15' CT STRAIGHT TRUNKS
LANDSCAPE ESTABLISHMENT (24 MONTHS)

GENERAL CONDITION:

All specifications, drawings and copies thereof furnished by the County will remain the property of the County. They shall not be used on another project and, with the exception of those sets, which have been signed in connection with execution of the contract, shall be returned to the County upon completion of the project.

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

DEFINITIONS

"**Specifications**", is appended as follows:

"**Specifications**" or "**Standard Specifications**" shall mean the 2015 edition of the Florida Department of Transportation (FDOT) Standard Specifications for Road and Bridge Construction, and supplements thereto (unless otherwise noted), and the Orange County Road Construction Specifications latest edition as specified in the contract and/or contract documents and modified herein. In the event of a conflict between the FDOT Standard Specifications and the General Conditions or Supplemental Conditions provided in the Contract Documents, the Contract Documents shall prevail.

When reference is made to a Division, Section, or Article, it shall mean a Division, Section, or Article of said "Specifications" or "Orange County Road Construction Specifications", but shall not be construed to include the Division, Section or Article in its entirety unless so directed by the ENGINEER.

Each reference to Basis of Payment in said "Specifications" is superseded by the conditions contained in the Technical Provisions and all other conditions related to Basis of Payment contained in these specifications, unless otherwise directed by the Engineer.

"**Project Manager**", is appended as follows:

When references are made to PROJECT MANAGER, other terms that may be substituted/used are PROJECT ENGINEER, ENGINEER, PROJECT ADMINISTRATOR, and RESIDENT PROJECT REPRESENTATIVE.

Landscape Improvements shall include any activity related to plant material, irrigation and/or hardscape.

Hardscape shall include any sidewalk, median, roadway, curb, structure, lighting, wall, and signage.

Installation shall include the duration of time to plant all trees and sod in accordance with the plans and specifications.

Establishment shall include the 24-month period after the landscape installation has been completed and accepted by County regardless of the time used for installation.

INTERPRETATION AND INTENT OF THE CONTRACT DOCUMENTS

The project shall be constructed in accordance with these Supplemental Conditions, Special Provisions and the Florida Department of Transportation (FDOT) "Standard Specifications for Road and Bridge Construction," 2015 edition, the "Supplemental Specifications for Road and Bridge Construction," 2015 edition, and the "Orange County Road Construction Specifications," latest edition, hereafter referred to as the "Specifications".

Wherever the terms "APPROVE", "APPROVED", "APPROVAL", "ACCEPT", "ACCEPTED", "ACCEPTANCE" or other derivations of these terms are used within these specification or references therein in the context of actions to be taken by the County or its representatives with respect to submittals made by, or work performed by the Contractor, they shall mean that the County or its representative finds no exception with the submittal or the work provided/performed by the Contractor. Acceptance or approval by the County or its representative will not relieve the Contractor of any responsibility for conformance to the intent of the plans and specifications, for the accuracy of dimensions and details, for conformity of dimensions and details, or for adherence to generally accepted engineering and construction practices.

ARTICLE 7 – REFERENCE POINTS

Public Land Corners: All public land corners within the limits of construction shall be protected. If a corner monument is in danger of being destroyed or disturbed, the Contractor shall notify the Project Manager, and the County Surveyor, without delay, by telephone. The Contractor shall provide written follow-up confirmation within forty-eight (48) hours of telephone notification. In the event that a land corner is disturbed or damaged it shall be reset with a 4" x 4" concrete monument, which shall be protected in a cast iron valve box, if in pavement.

Prior to the issuance of final completion, the Contractor shall submit certified corner records, prepared by a Professional Surveyor and Mapper, for all altered, reset and/or relocated public land corners to the Florida Department of Environmental Protection, Bureau of Survey and Mapping, in accordance with the requirements of Chapter 177.507 of the Florida Statutes. A certified copy shall also be provided to the Project Manager. Furthermore, the Professional Surveyor and Mapper will note on the As-Built Plans the location of all corners set or found and submit copies of all field notes to the County Surveyor or his/her agent.

National Geodetic Survey (N.G.S./United States Coast & Geodetic Survey (U.S.C. & G.S.) Monuments: The Contractor shall immediately notify the Project Manager of any N.G.S./U.S.C. & G.S. monuments which may be in danger of being disturbed. For instructions on how to relocate any N.G.S. monuments the CONTRACTOR shall notify in writing:

State Geodetic Advisor
Bureau of Surveying and Mapping
3900 Commonwealth Blvd., Suite 105
Tallahassee, FL 32399-3000
Phone: (850) 245-2606
Fax: (850) 245-2645

Orange County Surveyor
Engineering Division, Public Works Dept
4200 S. John Young Parkway
Orlando, FL 32839-9205
Phone: (407) 836-7881
Fax: (407) 836-8033

The Contractor shall bear all costs of establishing, relocating or re-establishing all disturbed N.G.S. monuments, public land corners, property corners, or right-of-way monuments.

Survey field book(s) shall be used throughout the course of the project by the contractors PSM.

The complete survey field book(s) shall be submitted to the County Surveyor concurrently with the submission of the Contractor's requisition for final payment. When a data collector is used, the Contractor shall also submit a paper copy of the raw data files bound in a book, together with the electronic copy on a disk.

CONTRACTOR'S RESPONSIBILITIES

The Contractor shall provide a competent superintendent at the site at all times while work is in progress to act as the Contractor's agent. The superintendent shall be capable of properly interpreting the contract documents, have sufficient experience in highway/street construction, and be able to speak and understand English. The superintendent shall have full authority to receive instructions from the Project Manager and to execute the orders or directions of the Project Manager, including promptly supplying any materials, tools, equipment, labor, and incidentals that may be required. The Contractor shall furnish the qualifications of the proposed superintendent to the Project Manager at the preconstruction conference. The County will be the sole determiner of whether or not the experience of the superintendent is sufficient for the purposes of this paragraph. At least one other responsible person who speaks and understands English shall be on the project during all working hours.

Supervision for Emergencies: A responsible person, who speaks and understands English, shall be available at or reasonably near the worksite on a 24 hour basis, seven days a week. This person shall be designated as the point of contact for emergencies and in cases that require immediate action to maintain traffic or to resolve any other problem that might arise. A list of the phone numbers and names of personnel designated to be contacted in cases of emergency, along with a description of the project location, shall be submitted, by certified mail, to the Florida Highway Patrol and all other local law enforcement agencies.

Certifications/Permit Compliance: The Contractor shall prepare and submit all certifications required by regulatory agencies having jurisdiction over the project.

Protection of Property: The Contractor shall be responsible for any damage whatsoever whether occurring within or outside of the boundaries of the project including any property adjacent to the project when such damage is caused in whole or in part by any act of the Contractor or any employee, agent or subcontractor working

under, with or in privity to the Contractor. The Contractor and all the aforementioned parties shall stay off private property adjacent to the project unless the Contractor receives from the affected property owner a written release, which specifically releases the County from any liability for any damage to such property caused by any acts other than those of the County. This written release must be acceptable in form to the Project Manager and delivered to and accepted by the Project Manager before the Contractor makes any entry upon such private property. The Contractor shall also obtain all necessary permits and approvals from all regulatory agencies for all activities to be conducted by the Contractor on the private property. Necessary approvals may include, but are not limited to the United States Army Corps of Engineers, the United States Environmental Protection Agency, the Florida Department of Environmental Protection, the Florida Department of Transportation, the applicable Water Management District, the Orange County Environment Protection Division (EPD), and applicable municipal agencies for properties located within incorporated areas. The Contractor shall provide written documentation to the Project Manager of the necessary approvals and permits having been obtained.

The Contractor shall submit to the Project Manager a current aerial map (11" x 17" minimum size) depicting at a minimum the temporary staging area including property lines, easement lines, and right-of-way lines. For all projects that require a staging area, the Project Manager will submit the aerial map to the Manager of the Orange County Environmental Protection Division (EPD) with a request to perform a cursory review of the Contractor's proposed temporary staging area. Within 30 calendar days of receipt of the request, EPD will provide a summary to the Project Manager of any natural resource issues or concerns that occur on the site for the Contractor's consideration. The Contractor is hereby notified that the proposed temporary staging area shall not be utilized until such time as EPD completes their cursory review and all other items within the contract documents pertaining to the temporary staging area are satisfied. No additional time or special compensation will be made to the Contractor to defray costs of any of the work or delays for complying with the requirements of the above.

Site Investigation: The Contractor shall satisfactorily determine, prior to beginning each project, the nature and location of the work, the conformation of the ground, the character and quality of the substrata, the types and quantity of materials to be encountered, the nature of the groundwater conditions and all other matters which can in any way affect the work under this contract. The prices established for the work to be done shall reflect all costs pertaining to the work. Any claims for extras based on substrata or groundwater table conditions will not be allowed.

Information available to the County on subsoil conditions is available to bidders as information only and solely for the convenience of bidders. The County does not warrant or guarantee the accuracy or correctness of this information with respect to actual subsurface conditions. The Contractor shall will make no claims against the County if, in carrying out the work, they find that actual conditions encountered do not conform to those indicated.

Information shown on the plans as to the location of existing utilities has been prepared from the most reliable data available to the Engineer. This information is not guaranteed, however, the Contractor shall determine the location, character and depth

of any existing utilities and to assist the utility companies, by every means possible, to determine said locations. Extreme caution shall be exercised to eliminate any possibility of any damage to utilities resulting from the Contractor's activities.

Unless otherwise noted, the Contractor shall take ownership of all materials encountered which are designated to be removed or not incorporated into the work, such as paving materials, paving brick, asphalt block, RAP/Milled material, concrete slab, sidewalk, curb and gutter, pipe materials, etc., excavated in the removal of existing pavements, and dispose of them outside of the right-of-way. Payment for this item will be included in Pay Item No. 110-1 Clearing and Grubbing.

Use of Public Roads and Streets: Use of public streets shall be such as to provide a minimum of inconvenience to the public and to traffic. Any earth or excavated material spilled from trucks shall be removed by the Contractor and streets cleaned to the satisfaction of the Project Manager. Cleaning may include street sweeping and/or washing, if so directed by the Project Manager.

The Contractor shall provide vehicular access to each residence, subdivision and other public roads at all times.

Care of trees, Shrubs and Grass: The Contractor shall maintain in good condition all cultivated grass plots, trees and shrubs beyond the grading limits of this contract. After completion of the work, the Contractor shall replace or restore to the original condition all destroyed or damaged shrubbery or grass areas. Tree limbs, which interfere with equipment operation and are approved for pruning, shall be neatly trimmed and the tree cut coated with tree paint. No additional time or special compensation will be made to the Contractor to defray costs of any of the work or delays for complying with the requirements above.

Damage to Existing Structures and Utilities: The Contractor shall make good all damage resulting from his activities, both within and beyond the limits of this contract, to buildings, telephone, power or other cables, water pipes, storm sewer facilities, sanitary pipes, gas lines, traffic signalization, or other utilities or structures, which may be encountered, whether or not shown on the plans.

Final Clean Up: The entire street shall be cleaned by sweeping or washing, as determined by the Project Manager, prior to final acceptance.

WORK BY OTHERS AND UTILITY COORDINATION

The Contractor shall cooperate with owners of any underground or overhead utilities in their removal and relocation operations, in order that these operations may progress in a timely, reasonable and orderly manner and that service rendered by these parties will not be interrupted.

Excavators shall comply with Florida Statutes, Chapter 553.851, regarding notification of existing gas and oil pipeline company owners prior to excavating. **Evidence of such notice shall be furnished to the Project Manager prior to excavating.** During the period of this contract, the Contractor shall coordinate all utility relocations and adjustments necessary for the project. If utility relocation is required, the Contractor shall conduct meetings weekly or at a frequency approved by the Engineer

with all affected Utility Owners, and the minutes of those meetings shall be distributed to each Utility owner, the Project Manager, and any other affected entity. The Contractor shall incorporate the durations listed in the Utility Relocation Schedules into the contract schedule, and transmit copies of that schedule to each Utility owner. The Contractor shall constantly communicate the status of the progress of the project to the Utility Owners, and advise them of any potential impacts to the progress due to the presence of the utilities. The Contractor shall keep the County and the County's Project Manager apprised of all developments related to Utility Relocation and job progress. The Contractor will not be entitled to additional compensation or time from County as a result of failure of any utility to remove, relocate, or install their facilities within any particular time frame.

MISCELLANEOUS

Whenever any provision of the contract documents requires giving of notice by the County, it shall be deemed to have been validly given if delivered in person to the individual, to a member of the firm or to an officer of the corporation for whom it is intended, or if sent by registered or certified mail (postage prepaid) and delivered to the last business address known to the County.

PROSECUTION AND PROGRESS OF WORK

Submission of Working Schedule: The Contractor shall provide a weekly schedule that shows the various activities of work in sufficient detail to demonstrate a reasonable and workable plan to complete the project within the established contract time. The order and interdependence of activities and the sequence for accomplishing the work shall be shown. All activities shall be described in sufficient detail so that the County can readily identify the planned work and measure the progress of each activity. Each activity shall be shown with a beginning work date, duration, and monetary value.

Activities for the procurement, fabrication, and/or delivery of materials and equipment shall be included. Activities indicating coordination with utility owners that have facilities within the limits of construction requiring adjustment or relocation shall be included.

An updated Work Progress Schedule shall be submitted monthly to the County. All changes in the planned order start or finish dates, or duration of an activity shall be applied.

A revised Work Progress Schedule shall be submitted to the County for acceptance when significant changes are made to the logic or durations of the activities. The County will review the corrected schedule and respond within 7 calendar days of receipt.

The County will return inadequate schedules to the Contractor for corrections. A corrected schedule shall be resubmitted within three (3) calendar days from the date of the County's return transmittal. By acceptance of the schedule, the County does not endorse or otherwise certify the validity or accuracy of the activity durations or sequencing of activities.

The County will use the initially accepted schedule as the baseline against which to measure progress and identify critical activities that are controlling items of work.

If the Contractor fails to finalize either the initial or a revised schedule in the time specified, the County will withhold all contract payments until the schedule is accepted.

Work Hours: Project work hours shall be between 7:00 AM and 6:00 PM Monday through Friday, exclusive of normal Orange County holidays, unless approved otherwise by the Project Manager. The Contractor shall request approval from the Project Manager at least 72 hours in advance for work outside those hours. Work before 7:00 AM or after 3:30 PM, or on days other than the above described normal work days, and requiring the presence of the County's resident project representative will require that the Contractor reimburse the County for the salary and overtime cost of the resident project representative. Reimbursement shall be made by the Contractor at the rate of \$45.00 per hour by check payable to the Board of County Commissioners accompanying each monthly pay request. Each pay request shall include a tabulation of the overtime dates, times, hours and costs for the preceding month. The amount of the check shall agree with the tabulated total. In the event the Contractor chooses to not submit a pay request when normally due for work he has completed, the Contractor shall submit a pay request showing that no payment is due to him, and shall include the tabulation of the overtime worked during the preceding month. Payment shall be made for overtime work performed to address emergencies outside the above described normal working hours, unless the resident project representative determines, at their sole discretion that the emergency is the result of actions by third parties.

Compliance with Time Requirements: The Contractor shall commence work in accordance with the accepted Work Progress Schedule and provide sufficient labor, materials and equipment to complete the work within the time limit(s) set forth. Should the Contractor fail to furnish sufficient and suitable equipment, forces, and materials, as necessary to prosecute the work in accordance with the accepted schedule, the County may withhold all estimates that are, or may become due, and/or suspend the work until the Contractor corrects such deficiencies.

Video Survey: The Contractor shall submit a quality video documenting before and after construction field conditions for the entire project. The Project Manager will approve all views. Payment for this item will be included in other items of work.

METHOD OF MEASUREMENT

All measurements for payment will be based on the completed work performed in strict accordance with contract documents. All work completed under this contract shall be measured by the Contractor or their representatives in the presence of the Project Manager.

- 1. ROADWAY IMPROVEMENTS:** Work under this contract shall consist of landscape improvements within public right-of-way.
- 2. LANDSCAPE INSTALLATION AND ESTABLISHMENT:** Landscape improvements shall include landscape installation and establishment, tree relocation and/or removal and landscape project site maintenance including pruning, mowing, fertilizing, weeding, edging, herbicide treatment, grass clippings removal, brush control, litter pick-up, replanting, and integrated pest management.

During the establishment period, all landscape improvements shall be maintained. The cost of maintaining the landscape improvements including all work and incidental costs, except mowing shall be included in the price stipulated for in Pay Item 580, Landscape Installation. Mowing shall be included in the price stipulated for in Pay Item 570 Performance Turf.

- 3. UTILITY COORDINATION:** The Contractor shall coordinate any utility improvements and/or relocations for this project. The Contractor shall not use utility delays as a basis for additional compensation. The Contractor shall coordinate with utilities and cooperate fully with utility companies in the relocation of their facilities.
- 4. MAINTENANCE OF TRAFFIC:** At the pre-construction conference, the Contractor shall submit a detailed Maintenance of Traffic plan approved by Orange County, Traffic Engineering to the Orange County Highway Construction Division. The Maintenance of Traffic plan shall address the maintenance of vehicular and pedestrian traffic between the limits of construction, as well providing business signage for all business along the corridor, and shall be signed and sealed by a Professional Engineer registered in the State of Florida. The cost of preparing this plan, including permit fee \$128.00 shall be included in Pay Item 102-1, Maintenance of Traffic. The attached Maintenance of Traffic plans provided by the COUNTY is for reference and guidance only. The Contractor will not be entitled to any additional compensation as a result of the Maintenance of Traffic plan they choose to use, whether or not they prepared such plan.
- 5. PEDESTRIAN WALKWAY:** The Contractor shall provide and maintain a safe walkway for pedestrians along the limits of the project and for the entire project duration. The cost will be included under Pay Item 102-1 Maintenance of Traffic.
- 6. PAY ITEMS:** The cost of all equipment, materials and labor for temporary or permanent facilities necessary to construct the improvements identified in the, specifications, or other contact documents shall be deemed to be included in the various items making up the contract price. No separate payment will be made to the Contractor for any such equipment, materials and labor for which a separate Pay Item has not been provided. No adjustments will be made on this contract to the bid price of any product or material, including gasoline, diesel or other fuels, and bituminous materials, including asphalt, due to fluctuations in market prices, changes in suppliers, or any other reasons.
- 7. REQUEST FOR ADDITIONAL INFORMATION (RAI):** The County will require a reasonable amount of time, at least 10 business days, to respond to any RAI submitted by the Contractor. Any delay in responding to the RAI cannot be used as a reason to reimburse for any additional compensation, including delay claims.
- 8. EARTHWORK:** The County grants access to all the bidders to the entire project limits. The bidders are responsible for obtaining approval from all the regulatory agencies that have jurisdiction for investigative work. A Right-of-Way Utilization Permit shall be issued by the Highway Construction Division for performing borings within the project limits. Contact the Highway Construction Division to

obtain information regarding a Right-of-Way utilization permit. The bidders shall be entirely responsible to ensure that all the disturbed areas are restored to as good as or better than the existing conditions. The bidders shall be responsible to comply with all permit conditions, rules and regulations including but not limited to NPDES and threatened and endangered species.

9. PERMITS:

- **National Pollutant Discharge Elimination System (NPDES) permit**

General: The Contractor shall obtain or modify, as necessary, all dewatering and land clearing permits required by State and County agencies pursuant to 62-621.300 F.A.C. and Orange County Code.

Land Clearing: The Contractor shall prepare and submit the Notices of Intent (NOI) and the Notice of Termination (NOT) to the Florida Department of Environmental Protection (FDEP). The Contractor adhere to the construction plan sheet documents addressing the Stormwater Pollution Prevention Plan (SWPPP) and shall identify and incorporate any and all additional needs to prevent, control and reduce erosion and water pollution, meeting the requirements or special conditions of all permits authorizing project construction. In the event no SWPPP is provided, the Contractor shall prepare the SWPPP. The SWPPP and NOI forms, attached to this document, shall be completed and submitted by the Contractor to the County prior to the preconstruction meeting.

- The NOI shall be submitted at least two days prior to commencement of construction (permit fees are the responsibility of the Contractor).
- The NOT shall be submitted within 14 days of final completion of the project (permit fees, if any, are the responsibility of the Contractor).

The Contractor shall be responsible for compliance with the EPA's NPDES Stormwater Construction permit, the Stormwater Pollution Prevention Plan and the FDEP Generic Permit for Stormwater Discharge from Construction Activities that Disturb One or More Acres of Land. Furthermore, the Contractor shall also comply with the FDEP Generic Permit for Stormwater Discharge from Large and Small Construction Activities. The Contractor shall comply with the requirements indicated by the Florida Department of Environmental Protection.

The cost of this work will be included under pay item No 104-14 - Prevention, Control and Abatement of Erosion and Water Pollution.

**BID RESPONSE FORM
IFB #Y17-143-PD**

The Contractor shall provide all labor and other resources necessary to provide the services in strict accordance with the scope of work/services defined in this solicitation for the amounts specified in this Bid Response Form, inclusive of overhead, profit and any other costs.

ROADWAY MEDIAN TREE PAY ITEMS LOT B (Commission Districts 4,5 and 6)						
REF. NO	PAY ITEM NO.	PAY ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
1	102-1	MAINTENANCE OF TRAFFIC	7	MILE		
2	110-1	CLEARING AND GRUBBING	5.68	ACRE		
3	570-1	PERFORMANCE TURF	66,000	SY		
4	570-2	TURF ESTABLISHMENT AND MOWING	2.73	ACRE		
5	580-1-1	ACER RUBRUM (RED MAPLE) (AR) 3"-4" CAL/14' – 16' H	12	EA		
6	580-1-1A	ACER RUBRUM (RED MAPLE) (AR) 3"-4" CAL/14' – 16' H LANDSCAPE INSTALLATION	12	EA		
7	580-1-1B	ACER RUBRUM (RED MAPLE) (AR) 3"-4" CAL/14' – 16' H LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
8	580-1-2	ILEX X ATTENUATA (EAGLESTON) (IA) 3" CAL/14-16' H	12	EA		
9	580-1-2A	ILEX X ATTENUATA (EAGLESTON) (IA) 3" CAL/14-16' H LANDSCAPE INSTALLATION	12	EA		
10	580-1-2B	ILEX X ATTENUATA (EAGLESTON) (IA) 3" CAL/14-16' H LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
11	580-1-3	MAGNOLIA GRANDIFLORA (SOUTHERN MAGNOLIA) (MG) 12'-14' H	12	EA		
12	580-1-3A	MAGNOLIA GRANDIFLORA (SOUTHERN MAGNOLIA) (MG) 12'-14' H LANDSCAPE INSTALLATION	12	EA		

Company Name

REF. NO	PAY ITEM NO.	PAY ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
13	580-1-3B	MAGNOLIA GRANDIFLORA (SOUTHERN MAGNOLIA) (MG) 12'-14' H LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
14	580-1-4	JUNIPERUS CHINESIS "TORULOSA" (JC) 6' H	12	EA		
15	580-1-4A	JUNIPERUS CHINESIS "TORULOSA" (JC) 6' H LANDSCAPE INSTALLATION	12	EA		
16	580-1-4B	JUNIPERUS CHINESIS "TORULOSA" (JC) 6' H LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
17	580-1-5	QUERCUS SHUMARDII (SHUMARD OAK) (QS) 3"-4" CAL/14' – 16' H	5	EA		
18	580-1-5A	QUERCUS SHUMARDII (SHUMARD OAK) (QS) 3"-4" CAL/14' – 16' H LANDSCAPE INSTALLATION	5	EA		
19	580-1-5B	QUERCUS SHUMARDII (SHUMARD OAK) (QS) 3"-4" CAL/14' – 16' H LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
20	580-1-6	QUERCUS VIRGINIANA "CATHEDRAL" (QV) 3"-4" CAL/14' – 16' H	5	EA		
21	580-1-6A	QUERCUS VIRGINIANA "CATHEDRAL" (QV) 3"-4" CAL/14' – 16' H LANDSCAPE ESTABLISHMENT (24 MONTHS)	5	EA		
22	580-1-6B	QUERCUS VIRGINIANA "CATHEDRAL" (QV) 3"-4" CAL/14' – 16' H LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
23	580-1-7	QUERCUS VIRGINIANA "HIGHRISE" (HIGHRISE OAK) (QS) 3"-4" CAL/12' – 16' H	12	EA		
24	580-1-7A	QUERCUS VIRGINIANA "HIGHRISE" (HIGHRISE OAK) (QS) 3"-4" CAL/12' – 16' H LANDSCAPE INSTALLATION	12	EA		
25	580-1-7B	QUERCUS VIRGINIANA "HIGHRISE" (HIGHRISE OAK) (QS) 3"-4" CAL/12' – 16' H LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		

Company Name

REF. NO	PAY ITEM NO.	PAY ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
26	580-1-8	CHIONANTHUS VIRGINICUS" (FRINGE TREE) (CV) 3"- 5" CAL	50	EA		
27	580-1-8A	CHIONANTHUS VIRGINICUS" (FRINGE TREE) (CV) 3"- 5" CAL LANDSCAPE INSTALLATION	50	EA		
28	580-1-8B	CHIONANTHUS VIRGINICUS" (FRINGE TREE) (CV) 3"- 5" CAL LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
29	580-1-9	LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LI) SINGLE 3"-5" CAL	50	EA		
30	580-1-9A	LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LI) SINGLE 3"-5" CAL LANDSCAPE INSTALLATION	50	EA		
31	580-1-9B	LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LI) SINGLE 3"-5" CAL LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
32	580-1-10	LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LI) SINGLE 8"-10" CAL	50	EA		
33	580-1-10A	LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LI) SINGLE 8"-10" CAL LANDSCAPE INSTALLATION	50	EA		
34	580-1-10B	LAGERSTROEMIA INDICA (CRAPE MYRTLE- WHITE) (LI) SINGLE 8"-10" CAL LANDSCAPE ESTABLISHMENT (24 MONTHS)	25	PER MONTH		
35	580-1-11	LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ) 3"-4" CAL	50	EA		
36	580-1-11A	LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ) 3"-4" CAL LANDSCAPE INSTALLATION	50	EA		
37	580-1-11B	LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ) 3"-4" CAL LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
38	580-1-12	LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ) 5"-8" CAL	50	EA		

Company Name

REF. NO	PAY ITEM NO.	PAY ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
39	580-1-12A	LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ) 5"-8" CAL LANDSCAPE INSTALLATION	50	EA		
40	580-1-12B	LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ) 5"-8" CAL LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
41	580-1-13	ULMUA PARVIFOLIA "ALLEE" (ALLEE CHINESE ELM) (UP) 4"-5" CAL/15' – 16' H	12	EA		
42	580-1-13A	ULMUA PARVIFOLIA "ALLEE" (ALLEE CHINESE ELM) (UP) 4"-5" CAL/15' – 16' H LANDSCAPE INSTALLATION	12	EA		
43	580-1-13B	ULMUA PARVIFOLIA "ALLEE" (ALLEE CHINESE ELM) (UP) 4"-5" CAL/15' – 16' H LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
44	580-1-14	TAXODIUM DISTICHUM "BALD CYPRESS" (TD) 3" CAL, 12'-14' x 6's 65 GAL/B&B, 5 CT.	12	EA		
45	580-1-14A	TAXODIUM DISTICHUM "BALD CYPRESS" (TD) 3" CAL, 12'-14' x 6's 65 GAL/B&B, 5 CT. LANDSCAPE INSTALLATION	12	EA		
46	580-1-14B	TAXODIUM DISTICHUM "BALD CYPRESS" (TD) 3" CAL, 12'-14' x 6's 65 GAL/B&B, 5 CT. LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
47	580-2-1	SABAL PALMETTO (SP) CLEAR TRUNK HEIGHTS VARIES, 12'-28'	12	EA		
48	580-2-1A	SABAL PALMETTO (SP) CLEAR TRUNK HEIGHTS VARIES, 12'-28' LANDSCAPE INSTALLATION	12	EA		
49	580-2-1B	SABAL PALMETTO (SP) CLEAR TRUNK HEIGHTS VARIES, 12'-28' LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
50	580-2-2	PHOENIX ROEBELENI (PR) PYGMY DATE PALM" CLEAR TRUNK HEIGHTS VARIES, 6' (2'CT)	12	EA		
51	580-2-2A	PHOENIX ROEBELENI (PR) PYGMY DATE PALM" CLEAR TRUNK HEIGHTS VARIES, 6' (2'CT) LANDSCAPE INSTALLATION	12	EA		

Company Name

REF. NO	PAY ITEM NO.	PAY ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
52	580-2-2B	PHOENIX ROEBELENI (PR) PYGMY DATE PALM" CLEAR TRUNK HEIGHTS VARIES, 6' (2'CT) LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
53	580-2-3	PHOENIX SYLVESTRIS (PS) "SYLVESTER DATE PALM" CLEAR TRUNK HEIGHTS VARIES, 12'-28' HT., STRAIGHT TRUNKS	10	EA		
54	580-2-3A	PHOENIX SYLVESTRIS (PS) "SYLVESTER DATE PALM" CLEAR TRUNK HEIGHTS VARIES, 12'-28' HT., STRAIGHT TRUNKS LANDSCAPE INSTALLATION	10	EA		
55	580-2-3B	PHOENIX SYLVESTRIS (PS) "SYLVESTER DATE PALM" CLEAR TRUNK HEIGHTS VARIES, 12'-28' HT., STRAIGHT TRUNKS LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
56	580-2-3	PHOENIX MEDJOO (PM) "MEDJOO DATE PALM" CLEAR TRUNK HEIGHTS VARIES, 15'HT., STRAIGHT TRUNKS	10	EA		
57	580-2-3A	PHOENIX MEDJOO (PM) "MEDJOO DATE PALM" CLEAR TRUNK HEIGHTS VARIES, 15' HT., STRAIGHT TRUNKS LANDSCAPE INSTALLATION	10	EA		
58	580-2-3B	PHOENIX MEDJOO (PM) "MEDJOO DATE PALM" CLEAR TRUNK HEIGHTS VARIES, 15' HT., STRAIGHT TRUNKS LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
59	580-3-1	ACER RUBRUM (RED MAPLE) (AR) 3"-4" CAL/14' – 16' H	12	EA		
60	580-3-1A	ACER RUBRUM (RED MAPLE) (AR) 3"-4" CAL/14' – 16' H LANDSCAPE INSTALLATION	12	EA		
61	580-3-1B	ACER RUBRUM (RED MAPLE) (AR) 3"-4" CAL/14' – 16' H LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
62	580-3-2	ILEX X ATTENUATA (EAGLESTON) (IA) 3" CAL/14-16' H	12	EA		
63	580-3-2A	ILEX X ATTENUATA (EAGLESTON) (IA) 3" CAL/14-16' H LANDSCAPE INSTALLATION	12	EA		
64	580-3-2B	ILEX X ATTENUATA (EAGLESTON) (IA) 3" CAL/14-16' H LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		

Company Name

REF. NO	PAY ITEM NO.	PAY ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
65	580-3-3	MAGNOLIA GRANDIFLORA (SOUTHERN MAGNOLIA) (MG) 12'-14' H	12	EA		
66	580-3-3A	MAGNOLIA GRANDIFLORA (SOUTHERN MAGNOLIA) (MG) 12'-14' H LANDSCAPE INSTALLATION	12	EA		
67	580-3-3B	MAGNOLIA GRANDIFLORA (SOUTHERN MAGNOLIA) (MG) 12'-14' H LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
68	580-3-4	JUNIPERUS CHINESIS "TORULOSA" (JC) 6' H	12	EA		
69	580-3-4A	JUNIPERUS CHINESIS "TORULOSA" (JC) 6' H LANDSCAPE INSTALLATION	12	EA		
70	580-3-4B	JUNIPERUS CHINESIS "TORULOSA" (JC) 6' H LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
71	580-3-4	QUERCUS SHUMARDII (SHUMARD OAK) (QS) 3"-4" CAL/14' - 16' H	5	EA		
72	580-3-5A	QUERCUS SHUMARDII (SHUMARD OAK) (QS) 3"-4" CAL/14' - 16' H LANDSCAPE INSTALLATION	5	EA		
73	580-3-5B	QUERCUS SHUMARDII (SHUMARD OAK) (QS) 3"-4" CAL/14' - 16' H LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
74	580-3-6	QUERCUS VIRGINIANA "CATHEDRAL" (QV) 3"-4" CAL/14' - 16' H	5	EA		
75	580-3-6A	QUERCUS VIRGINIANA "CATHEDRAL" (QV) 3"-4" CAL/14' - 16' H LANDSCAPE INSTALLATION	5	EA		
76	580-3-6B	QUERCUS VIRGINIANA "CATHEDRAL" (QV) 3"-4" CAL/14' - 16' H LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
77	580-3-7	QUERCUS VIRGINIANA "HIGHRISE" (HIGHRISE OAK) (QS) 3"-4" CAL/12' - 16' H	12	EA		

Company Name

REF. NO	PAY ITEM NO.	PAY ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
78	580-3-7A	QUERCUS VIRGINIANA "HIGHRISE" (HIGHRISE OAK) (QS) 3"-4" CAL/12' - 16' H LANDSCAPE INSTALLATION	12	EA		
79	580-3-7B	QUERCUS VIRGINIANA "HIGHRISE" (HIGHRISE OAK) (QS) 3"-4" CAL/12' - 16' H LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
80	580-3-8	CHIONANTHUS VIRGINICUS" (FRINGE TREE) (CV) 3"- 5" CAL	50	EA		
81	580-3-8A	CHIONANTHUS VIRGINICUS" (FRINGE TREE) (CV) 3"-5" CAL LANDSCAPE INSTALLATION	50	EA		
82	580-3-8B	CHIONANTHUS VIRGINICUS" (FRINGE TREE) (CV) 3"- 5" CAL LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
83	580-3-9	LAGERSTROEMIA INDICA (CRAPE MYRTLE-WHITE) (LI) SINGLE 3"-5" CAL	50	EA		
84	580-3-9A	LAGERSTROEMIA INDICA (CRAPE MYRTLE-WHITE) (LI) SINGLE 3"-5" CAL LANDSCAPE INSTALLATION	50	EA		
85	580-3-9B	LAGERSTROEMIA INDICA (CRAPE MYRTLE-WHITE) (LI) SINGLE 3"-5" CAL LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
86	580-3-10	LAGERSTROEMIA INDICA (CRAPE MYRTLE-WHITE) (LI) SINGLE 8"-10" CAL	50	EA		
87	580-3-10A	LAGERSTROEMIA INDICA (CRAPE MYRTLE-WHITE) (LI) SINGLE 8"-10" CAL LANDSCAPE INSTALLATION	50	EA		
88	580-3-10B	LAGERSTROEMIA INDICA (CRAPE MYRTLE-WHITE) (LI) SINGLE 8"-10" CAL LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
89	580-3-11	LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ) 3"-4" CAL	50	EA		
90	580-3-11A	LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ) 3"-4" CAL LANDSCAPE INSTALLATION	50	EA		

Company Name

REF. NO	PAY ITEM NO.	PAY ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
91	580-3-11B	LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ) 3"-4" CAL LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
92	580-3-12	LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ) 5"-8" CAL	50	EA		
93	580-3-12A	LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ) 5"-8" CAL LANDSCAPE INSTALLATION	50	EA		
94	580-3-12B	LIGUSTRUM JAPONICUM (LIGUSTRUM TREE) (LJ) 5"-8" CAL LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
95	580-3-13	ULMUA PARVIFOLIA "ALLEE" (ALLEE CHINESE ELM) (UP) 4"-5" CAL/15' – 16' H	12	EA		
96	580-3-13A	ULMUA PARVIFOLIA "ALLEE"(ALLEE CHINESE ELM) (UP) 4"-5" CAL/15' – 16' H LANDSCAPE INSTALLATION	12	EA		
97	580-3-13B	ULMUA PARVIFOLIA "ALLEE" (ALLEE CHINESE ELM) (UP) 4"-5" CAL/15' – 16' H LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
98	580-3-14	TAXODIUM DISTICHUM "BALD CYPRESS" (TD) 3'CAL, 12'-14'-H x 6's 65 GAL/B&B, 5CT.	12	EA		
99	580-3-14A	TAXODIUM DISTICHUM "BALD CYPRESS" (TD) 3'CAL, 12'-14'-H x 6's 65 GAL/B&B, 5CT. LANDSCAPE INSTALLATION	12	EA		
100	580-3-14B	TAXODIUM DISTICHUM "BALD CYPRESS" (TD) 3'CAL, 12'-14'-H x 6's 65 GAL/B&B, 5CT. LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
101	580-4-1	SABAL PALMETTO (SP) CLEAR TRUNK HEIGHTS VARIES, 12'-28'	12	EA		
102	580-4-1A	SABAL PALMETTO (SP) CLEAR TRUNK HEIGHTS VARIES, 12'-28' LANDSCAPE INSTALLATION	12	EA		
103	580-4-1B	SABAL PALMETTO (SP) CLEAR TRUNK HEIGHTS VARIES, 12'-28' LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		

Company Name

REF. NO	PAY ITEM NO.	PAY ITEM DESCRIPTION	EST. QTY.	UNIT	UNIT PRICE	TOTAL AMOUNT
104	580-4-2	PHOENIX ROEBELENII (PR) PYGMY DATE PALM" CLEAR TRUNK HEIGHTS VARIES, 6' (2'CT)	12	EA		
105	580-4-2A	PHOENIX ROEBELENII (PR) PYGMY DATE PALM" CLEAR TRUNK HEIGHTS VARIES, 6' (2'CT) LANDSCAPE INSTALLATION	12	EA		
106	580-4-2B	PHOENIX ROEBELENII (PR) PYGMY DATE PALM" CLEAR TRUNK HEIGHTS VARIES, 6' (2'CT) LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
107	580-4-3	PHOENIX SYLVESTRIS (PS) "SYLVESTER DATE PALM" CLEAR TRUNK HEIGHTS VARIES, 12'-28'HT., STRAIGHT TRUNKS	10	EA		
108	580-4-3A	PHOENIX SYLVESTRIS (PS) "SYLVESTER DATE PALM" CLEAR TRUNK HEIGHTS VARIES, 12'-28'HT., STRAIGHT TRUNKS LANDSCAPE INSTALLATION	10	EA		
109	580-4-3B	PHOENIX SYLVESTRIS (PS) "SYLVESTER DATE PALM" CLEAR TRUNK HEIGHTS VARIES, 12'-28'HT., STRAIGHT TRUNKS LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		
110	580-4-4	PHOENIX MEDJOOOL (PM) "MEDJOOOL DATE PALM" CLEAR TRUNK HEIGHTS VARIES, 15' HT., STRAIGHT TRUNKS	10	EA		
111	580-4-4A	PHOENIX MEDJOOOL (PM) "MEDJOOOL DATE PALM" CLEAR TRUNK HEIGHTS VARIES, 15' HT., STRAIGHT TRUNKS LANDSCAPE INSTALLATION	10	EA		
112	580-4-4B	PHOENIX MEDJOOOL (PM) "MEDJOOOL DATE PALM" CLEAR TRUNK HEIGHTS VARIES, 15' HT., STRAIGHT TRUNKS LANDSCAPE ESTABLISHMENT (24 MONTHS)	24	PER MONTH		

TOTAL ESTIMATED BID Lot B \$ _____

Company Name

IMPORTANT NOTE: When completing your bid, do not attach any forms which may contain terms and conditions that conflict with those listed in the County's bid documents(s). Inclusion of additional terms and conditions such as those which may be on your company's standard forms shall result in your bid being declared non-responsive as these changes will be considered a counteroffer to the County's bid.

Performance shall be not later than fourteen (14) calendar days After Receipt of Order (ARO) per Special Terms and Conditions.

Inquiries regarding this Invitation for Bids may be directed to Perry Davis, Senior Purchasing Agent, Perry.Davis@ocfl.net

Bid Response Documents - The following documents constitute your bid:

- A. Bid Response Form, Authorized Signatories/Negotiators, Drug-Free Workplace, Schedule of Sub-contracting, Conflict/Non-Conflict of Interest Form, E-Verification Certification, and current W9, Relationship Disclosure Form and Orange County Specific Project Expenditure Report. **Please make sure forms are fully executed where required.**
- B. Qualifications of Bidders information, per Special Terms and Conditions.
- C. Completed attached reference documentation.
- D. Examples: Bid Deposit, Sub-contractor, per Special Terms and Conditions.

THE FOLLOWING SECTION MUST BE COMPLETED BY ALL BIDDERS:

Company Name: _____

NOTE: COMPANY NAME MUST MATCH LEGAL NAME ASSIGNED TO TIN NUMBER. CURRENT W9 MUST BE SUBMITTED WITH BID.

TIN#: _____ D-U-N-S® # _____

(Street No. or P.O. Box Number) (Street Name) (City)

(County) (State) (Zip Code)

Contact Person: _____

Phone Number: _____ Fax Number: _____

Email Address: _____

<u>EMERGENCY CONTACT</u>	
Emergency Contact Person:	_____
Telephone Number:	_____ Cell Phone Number: _____
Residence Telephone Number:	_____ Email: _____

ACKNOWLEDGEMENT OF ADDENDA

The Bidder shall acknowledge receipt of any addenda issued to this solicitation by completing the blocks below or by completion of the applicable information on the addendum and returning it not later than the date and time for receipt of the bid. Failure to acknowledge an addendum that has a material impact on this solicitation may negatively impact the responsiveness of your bid. Material impacts include but are not limited to changes to scope of work/services, delivery time, performance period, quantities, bonds, letters of credit, insurance, or qualifications.

Addendum No. _____, Date _____ Addendum No. _____, Date _____

Addendum No. _____, Date _____ Addendum No. _____, Date _____

AUTHORIZED SIGNATORIES/NEGOTIATORS

The Bidder represents that the following **principals** are authorized to sign bids, negotiate and/or sign contracts and related documents to which the bidder will be duly bound. Principal is defined as an employee, officer or other technical or professional in a position capable of substantially influencing the development or outcome of an activity required to perform the covered transaction.

Name Title Telephone Number/Email

(Signature)

(Date)

(Title)

(Name of Business)

The Bidder shall complete and submit the following information with the bid:

Type of Organization

Sole Proprietorship Partnership Non-Profit

Joint Venture Corporation

State of Incorporation: _____

Principal Place of Business (Florida Statute Chapter 607): _____
City/County/State

THE PRINCIPAL PLACE OF BUSINESS SHALL BE THE ADDRESS OF THE BIDDER'S PRINCIPAL OFFICE AS IDENTIFIED BY THE FLORIDA DIVISION OF CORPORATIONS.

Federal I.D. number is _____

REFERENCES

List three (3) customers during the past ten (10) years for which you provided services similar to those specified in the solicitation in the spaces provided below. Provide the owner's name, contact person, address, email address, telephone number, and date services were performed, as described.

1. Company Name: _____

Owner's Name: _____

Description of services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

2. Company Name: _____

Owner's Name: _____

Description of services provided: _____

Contract Amount: _____

Start and End Date of Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

3. Company Name: _____

Owner's Name: _____

Description of services provided: _____

Contract Amount: _____

Start and End Date of
Contract: _____

Contact Person: _____

Address: _____

Telephone Number: _____

Email Address: _____

LIST OF EQUIPMENT

1. Description: _____
Model: _____
2. Description: _____
Model: _____
3. Description: _____
Model: _____
4. Description: _____
Model: _____
5. Description: _____
Model: _____
6. Description: _____
Model: _____
7. Description: _____
Model: _____
8. Description: _____
Model: _____
9. Description: _____
Model: _____
10. Description: _____
Model: _____
11. Description: _____
Model: _____
12. Description: _____
Model: _____

LIST OF PERSONNEL

1. Name: _____

Position: _____

2. Name: _____

Position: _____

3. Name: _____

Position: _____

4. Name: _____

Position: _____

5. Name: _____

Position: _____

6. Name: _____

Position: _____

7. Name: _____

Position: _____

8. Name: _____

Position: _____

9. Name: _____

Position: _____

10. Name: _____

Position: _____

11. Name: _____

Position: _____

DRUG-FREE WORKPLACE FORM

The undersigned Bidder, in accordance with Florida Statute 287.087 hereby certifies that _____ does:

Name of Business

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, employee assistance programs and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Paragraph 1.
4. In the statement specified in Paragraph 1, notify the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Florida Statute 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of Paragraphs 1 thru 5.

As the person authorized to sign this statement, I certify that this firm complies fully with above requirements.

Bidder's Signature

Date

SCHEDULE OF SUBCONTRACTING

IFB NO. Y17-143-PD

As specified in the General Terms and Conditions and the Bid Preference Clause in the Special Terms and Conditions, bidders are to present the details of subcontractor participation.

Name Of Subcontractor	Address	Type of Work to be Performed	Percent of Contract Amount to be Subcontracted

Company Name: _____

CONFLICT/NON-CONFLICT OF INTEREST STATEMENT

CHECK ONE

- To the best of our knowledge, the undersigned bidder has no potential conflict of interest due to any other clients, contracts, or property interest for this project.

OR

- The undersigned bidder, by attachment to this form, submits information which may be a potential conflict of interest due to other clients, contracts, or property interest for this project.

LITIGATION STATEMENT

CHECK ONE

- The undersigned bidder has had no litigation and/or judgments entered against it by any local, state or federal entity and has had no litigation and/or judgments entered against such entities during the past ten (10) years.
- The undersigned bidder, **BY ATTACHMENT TO THIS FORM**, submits a summary and disposition of individual cases of litigation and/or judgments entered by or against any local, state or federal entity, by any state or federal court, during the past ten (10) years.

COMPANY NAME

AUTHORIZED SIGNATURE

NAME (PRINT OR TYPE)

TITLE

Failure to check the appropriate blocks above may result in disqualification of your bid. Likewise, failure to provide documentation of a possible conflict of interest, or a summary of past litigation and/or judgments, may result in disqualification of your bid.

E VERIFICATION CERTIFICATION

Contract No.Y17-143-PD

I hereby certify that I will utilize the U.S. Department of Homeland Security's E-Verify system in accordance with the terms governing the use of the system to confirm the employment eligibility of the individuals classified below. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duties shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida statutes.

All persons, including subcontractors and their workforce, who will perform work under Contract No.Y17-143-PD, Median Tree Program – Lot B, within the state of Florida.

NAME OF CONTRACTOR: _____

ADDRESS OF CONTRACTOR: _____

AUTHORIZED SIGNATURE: _____

TITLE: _____

DATE: _____

**RELATIONSHIP DISCLOSURE FORM
FOR USE WITH PROCUREMENT ITEMS, EXCEPT THOSE WHERE THE COUNTY
IS THE PRINCIPAL OR PRIMARY PROPOSER**

For procurement items that will come before the Board of County Commissioners for final approval, this form shall be completed by the Bidder and shall be submitted to the Procurement Division by the Bidder.

In the event any information provided on this form should change, the Bidder must file an amended form on or before the date the item is considered by the appropriate board or body.

Part I

INFORMATION ON BIDDER:

Legal Name of Bidder:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

**INFORMATION ON BIDDER'S AUTHORIZED AGENT, IF APPLICABLE:
(Agent Authorization Form also required to be attached)**

Name of Bidder's Authorized Agent:

Business Address (Street/P.O. Box, City and Zip Code):

Business Phone: () _____

Facsimile: () _____

Part II

IS THE BIDDER A RELATIVE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ **YES** ___ **NO**

IS THE MAYOR OR ANY MEMBER OF THE BCC THE BIDDER'S EMPLOYEE?

___ **YES** ___ **NO**

IS THE BIDDER OR ANY PERSON WITH A DIRECT BENEFICIAL INTEREST IN THE OUTCOME OF THIS MATTER A BUSINESS ASSOCIATE OF THE MAYOR OR ANY MEMBER OF THE BCC?

___ **YES** ___ **NO**

If you responded "YES" to any of the above questions, please state with whom and explain the relationship.

(Use additional sheets of paper if necessary)

Part III

ORIGINAL SIGNATURE AND NOTARIZATION REQUIRED

I hereby certify that information provided in this relationship disclosure form is true and correct based on my knowledge and belief. If any of this information changes, I further acknowledge and agree to amend this relationship disclosure form prior to any meeting at which the above-referenced project is scheduled to be heard. In accordance with s. 837.06, Florida Statutes, I understand and acknowledge that whoever knowingly makes a false statement in writing with the intent to mislead a public servant in the performance of his or her official duty shall be guilty of a misdemeanor in the second degree, punishable as provided in s. 775.082 or s. 775.083, Florida Statutes.

Signature of Bidder

Date

Printed Name and Title of Person completing this form:

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State of _____
My Commission Expires: _____

Staff signature and date of receipt of form

Staff reviews as to form and does not attest to the accuracy or veracity of the information provided herein.

FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
RELATIONSHIP DISCLOSURE FORM
Updated 6-28-11

WHAT IS THE RELATIONSHIP DISCLOSURE FORM?

The Relationship Disclosure Form (form OC CE 2D and form OC CE 2P) is a form created pursuant to the County's Local Code of Ethics, codified at Article XIII of Chapter 2 of the Orange County Code, to ensure that all development-related items and procurement items presented to or filed with the County include information as to the relationship, if any, between the applicant and the County Mayor or any member of the Board of County Commissioners (BCC). The form will be a part of the backup information for the applicant's item.

WHY ARE THERE TWO RELATIONSHIP DISCLOSURE FORMS?

Form OC CE 2D is used only for development-related items, and form OC CE 2P is used only for procurement-related items. The applicant needs to complete and file the form that is applicable to his/her case.

WHO NEEDS TO FILE THE RELATIONSHIP DISCLOSURE FORM?

Form OC CE 2D should be completed and filed by the owner of record, contract purchaser, or authorized agent. Form OC CE 2P should be completed and filed by the bidder, offeror, quoter, or respondent, and, if applicable, their authorized agent. In all cases, the person completing the form must sign the form and warrant that the information provided on the form is true and correct.

WHAT INFORMATION NEEDS TO BE DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM?

The relationship disclosure form needs to disclose pertinent background information about the applicant and the relationship, if any, between, on the one hand, the applicant and, if applicable, any person involved with the item, and on the other hand, the Mayor or any member of the BCC.

In particular, the applicant needs to disclose whether any of the following relationships exist: (1) the applicant is a business associate of the Mayor or any member of the BCC; (2) any person involved with the approval of the item has a beneficial interest in the outcome of the matter *and* is a business associate of the Mayor or any member of the BCC; (3) the applicant is a relative of the Mayor or any member of the BCC; or (4) the Mayor or any member of the BCC is an employee of the applicant. (See Section 2-454, Orange County Code.)

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Applicant means, for purposes of a development-related project, the owner, and, if applicable, the contract purchaser or owner's authorized agent. Applicant means, for purposes of a procurement item, the bidder, offeror, quoter, respondent, and, if applicable, the authorized agent of the bidder, offeror, quoter, or respondent.

Business associate means any person or entity engaged in or carrying on a business enterprise with a public officer, public employee, or candidate as a partner, joint venture, corporate shareholder where the shares of such corporation are not listed on any

national or regional stock exchange, or co-owner of property. In addition, the term includes any person or entity engaged in or carrying on a business enterprise, or otherwise engaging in common investment, with a public officer, public employee, or candidate as a partner, member, shareholder, owner, co-owner, joint venture partner, or other investor, whether directly or indirectly, whether through a Business Entity or through interlocking Parent Entities, Subsidiary Entities, or other business or investment scheme, structure, or venture of any nature. (See Section 112.312(4), Florida Statutes, and Section 2-452(b), Orange County Code.)

Employee means any person who receives remuneration from an employer for the performance of any work or service while engaged in any employment under any appointment or contract for hire or apprenticeship, express or implied, oral or written, whether lawfully or unlawfully employed, and includes, but is not limited to, aliens and minors. (See Section 440.02(15), Florida Statutes.)

Relative means an individual who is related to a public officer or employee as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister, grandparent, great grandparent, grandchild, great grandchild, step grandparent, step great grandparent, step grandchild, step great grandchild, person who is engaged to be married to the public officer or employee or who otherwise holds himself or herself out as or is generally known as the person whom the public officer or employee intends to marry or with whom the public officer or employee intends to form a household, or any other natural person having the same legal residence as the public officer or employee. (See Section 112.312(21), Florida Statutes.)

DOES THE RELATIONSHIP DISCLOSURE FORM NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the applicant to update this form whenever any of the information provided on the initial form changes.

WHERE DO THE RELATIONSHIP DISCLOSURE FORM AND ANY SUBSEQUENT UPDATES NEED TO BE FILED?

For a development-related item, the Relationship Disclosure Form and any update need to be filed with the County Department or County Division where the applicant filed the application. For a procurement item, the Relationship Disclosure Form and any update need to be filed with the Procurement Division.

WHEN DO THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial form needs to be filed when the applicant files the initial development-related project application or initial procurement-related forms. However, with respect to a procurement item, a response to a bid will not be deemed unresponsive if this form is not included in the initial packet submitted to the Procurement Division.

If changes are made after the initial filing, the final, cumulative Relationship Disclosure Form needs to be filed with the appropriate County Department or County Division processing the application not less than seven (7) days prior to the scheduled BCC agenda date so that it may be incorporated into the BCC agenda packet. When the

matter is a discussion agenda item or is the subject of a public hearing, and an update has not been made at least 7 days prior to BCC meeting date or is not included in the BCC agenda packet, the applicant is obligated to verbally present such update to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL REVIEW THE INFORMATION DISCLOSED ON THE RELATIONSHIP DISCLOSURE FORM AND ANY UPDATES?

The information disclosed on this form and any updates will be a public record as defined by Chapter 119, Florida Statutes, and may therefore be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This form and any updates will accompany the information for the applicant's project or item.

However, for development-related items, if an applicant discloses the existence of one or more of the relationships described above and the matter would normally receive final consideration by the Concurrency Review Committee or the Development Review Committee, the matter will be directed to the BCC for final consideration and action following committee review.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the Relationship Disclosure Form. Please be informed that if the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance or law governing relationship disclosures, the ordinance or law controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to an applicant or any other outside party. Accordingly, if the applicant or an outside party has any questions after reading this FAQ, he/she is encouraged to contact his/her own legal counsel.

ORANGE COUNTY SPECIFIC PROJECT EXPENDITURE REPORT

This lobbying expenditure form shall be completed in full and filed with all application submittals. This form shall remain cumulative and shall be filed with the department processing your application. Forms signed by a principal's authorized agent shall include an executed Agent Authorization Form.

This is the initial Form: _____
This is a Subsequent Form: _____

Part I

Please complete all of the following:

Name and Address of Principal (legal name of entity or owner per Orange County tax rolls):

Name and Address of Principal's Authorized Agent, if applicable: _____

List the name and address of all lobbyists, Contractors, contractors, subcontractors, individuals or business entities who will assist with obtaining approval for this project. (Additional forms may be used as necessary.)

1. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

2. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

3. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

4. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

5. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

6. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

7. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

8. Name and address of individual or business entity: _____
Are they registered Lobbyist? Yes ___ or No ___

**FREQUENTLY ASKED QUESTIONS (FAQ)
ABOUT THE
SPECIFIC PROJECT EXPENDITURE REPORT**
Updated 3-1-11

WHAT IS A SPECIFIC PROJECT EXPENDITURE REPORT (SPR)?

A Specific Project Expenditure Report (SPR) is a report required under Section 2-354(b) of the Orange County Lobbying Ordinance, codified at Article X of Chapter 2 of the Orange County Code, reflecting all lobbying expenditures incurred by a principal and their authorized agent(s) and the principal's lobbyist(s), contractor(s), subcontractor(s), and Contractor(s), if applicable, for certain projects or issues that will ultimately be decided by the Board of County Commissioners (BCC).

Matters specifically exempt from the SPR requirement are ministerial items, resolutions, agreements in settlement of litigation matters in which the County is a party, ordinances initiated by County staff, and some procurement items, as more fully described in 2.20 of the Administrative Regulations.

Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying need not be disclosed on this form. (See Section 2-354(b), Orange County Code.)

WHO NEEDS TO FILE THE SPR?

The principal or his/her authorized agent needs to complete and sign the SPR and warrant that the information provided on the SPR is true and correct.

A principal that is a governmental entity does not need to file an SPR.

HOW ARE THE KEY RELEVANT TERMS DEFINED?

Expenditure means "a payment, distribution, loan, advance, reimbursement, deposit, or anything of value made by a lobbyist or principal for the purpose of lobbying. This may include public relations expenditures (including but not limited to petitions, flyers, purchase of media time, cost of print and distribution of publications) but does not include contributions or expenditures reported pursuant to Chapter 106, Florida Statutes, or federal election law, campaign-related personal services provided without compensation by individuals volunteering their time, any other contribution or expenditure made by or to a political party, or any other contribution or expenditure made by an organization that is exempt from taxation under 26 U.S.C. s. 527 or s. 501(c)(4)." (See Section 112.3215, Florida Statutes.) Professional fees paid by the principal to his/her lobbyist for the purpose of lobbying are not deemed to be "expenditures." (See Section 2-354, Orange County Code.)

Lobbying means seeking "to encourage the approval, disapproval, adoption, repeal, rescission, passage, defeat or modification of any ordinance, resolution, agreement, development permit, other type of permit, franchise, vendor, Contractor, contractor, recommendation, decision or other foreseeable action of the [BCC]," and "include[s] all communications, regardless of whether initiated by the lobbyist or by the person being lobbied, and regardless of whether oral, written or electronic." (See Section 2-351, Orange County Code.) Furthermore, *lobbying* means communicating "directly with the County Mayor, with any other member of the [BCC], or with any member of a procurement committee." (See Section 2-351, Orange County Code.) *Lobbying* also

means communicating “indirectly with the County Mayor or any other member of the [BCC]” by communicating with any staff member of the Mayor or any member of the BCC, the county administrator, any deputy or assistant county administrator, the county attorney, any county department director, or any county division manager. (See Section 2-351, Orange County Code.) *Lobbying* does not include the act of appearing before a Sunshine Committee, such as the Development Review Committee or the Roadway Agreement Committee other than the BCC.

Principal means “the person, partnership, joint venture, trust, association, corporation, governmental entity or other entity which has contracted for, employed, retained, or otherwise engaged the services of a lobbyist.” *Principal* may also include a person, partnership, joint venture, trust, association, corporation, limited liability corporation, or other entity where it or its employees do not qualify as a lobbyist under the definition set forth in Section 2-351 of the Orange County Code but do perform lobbying activities on behalf of a business in which it has a personal interest.

DOES THE SPR NEED TO BE UPDATED IF INFORMATION CHANGES?

Yes. It remains a continuing obligation of the principal or his/her authorized agent to update the SPR whenever any of the information provided on the initial form changes.

WHERE DO THE SPR AND ANY UPDATES NEED TO BE FILED?

The SPR needs to be filed with the County Department or County Division processing the application or matter. If and when an additional expenditure is incurred subsequent to the initial filing of the SPR, an amended SPR needs to be filed with the County Department or County Division where the original application, including the initial SPR, was filed.

WHEN DO THE SPR AND ANY UPDATES NEED TO BE FILED?

In most cases, the initial SPR needs to be filed with the other application forms. The SPR and any update must be filed with the appropriate County Department or County Division not less than seven (7) days prior to the BCC hearing date so that they may be incorporated into the BCC agenda packet. (See Section 2-354(b), Orange County Code.) When the matter is a discussion agenda item or is the subject of a public hearing, and any additional expenditure occurs less than 7 days prior to BCC meeting date or updated information is not included in the BCC agenda packet, the principal or his/her authorized agent is obligated to verbally present the updated information to the BCC when the agenda item is heard or the public hearing is held. When the matter is a consent agenda item and an update has not been made at least 7 days prior to the BCC meeting or the update is not included in the BCC agenda packet, the item will be pulled from the consent agenda to be considered at a future meeting.

WHO WILL BE MADE AWARE OF THE INFORMATION DISCLOSED ON THE SPR AND ANY UPDATES?

The information disclosed on the SPR and any updates will be a public record as defined by Chapter 119, Florida Statutes, and therefore may be inspected by any interested person. Also, the information will be made available to the Mayor and the BCC members. This information will accompany the other information for the principal's project or item.

CONCLUSION:

We hope you find this FAQ useful to your understanding of the SPR. Please be informed that in the event of a conflict or inconsistency between this FAQ and the requirements of the applicable ordinance governing specific project expenditure reports, the ordinance controls.

Also, please be informed that the County Attorney's Office is not permitted to render legal advice to a principal, his/her authorized agent, or any other outside party. Accordingly, if after reading this FAQ the principal, his/her authorized agent or an outside party has any questions, he/she is encouraged to contact his/her own legal counsel.

AGENT AUTHORIZATION FORM

I/We, (Print Bidder name) _____, Do hereby authorize (print agent's name), _____, to act as my/our agent to execute any petitions or other documents necessary to affect the CONTRACT approval PROCESS more specifically described as follows, (IFB NUMBER AND TITLE) _____, and to appear on my/our behalf before any administrative or legislative body in the county considering this CONTRACT and to act in all respects as our agent in matters pertaining TO THIS CONTRACT.

Signature of Bidder

Date

STATE OF _____ :
COUNTY OF _____ :

I certify that the foregoing instrument was acknowledged before me this _____ day of _____, 20__ by _____. He/she is personally known to me or has produced _____ as identification and did/did not take an oath.

Witness my hand and official seal in the county and state stated above on the _____ day of _____, in the year _____.

(Notary Seal)

Signature of Notary Public
Notary Public for the State
of _____
My Commission
Expires: _____

EXHIBIT A

LEASED EMPLOYEE AFFIDAVIT

I affirm that an employee leasing company provides my workers' compensation coverage. I further understand that my contract with the employee leasing company limits my workers' compensation coverage to enrolled worksite employees only. My leasing arrangement does not cover un-enrolled worksite employees, independent contractors, uninsured sub-contractors or casual labor exposure.

I hereby certify that 100% of my workers are covered as worksite employees with the employee leasing company. I certify that I do not hire any casual or uninsured labor outside the employee leasing arrangement. I agree to notify the County in the event that I have any workers not covered by the employee leasing workers' compensation policy. In the event that I have any workers not subject to the employee leasing arrangement, I agree to obtain a separate workers' compensation policy to cover these workers. I further agree to provide the County with a certificate of insurance providing proof of workers' compensation coverage prior to these workers entering any County jobsite.

I further agree to notify the County if my employee leasing arrangement terminates with the employee leasing company and I understand that I am required to furnish proof of replacement workers' compensation coverage prior to the termination of the employee leasing arrangement.

I certify that I have workers' compensation coverage for all of my workers through the employee leasing arrangement specified below:

Name of Employee Leasing Company: _____

Workers' Compensation Carrier: _____

A.M. Best Rating of Carrier: _____

Inception Date of Leasing Arrangement: _____

I further agree to notify the County in the event that I switch employee-leasing companies. I recognize that I have an obligation to supply an updated workers' compensation certificate to the County that documents the change of carrier.

Name of Contractor: _____

Signature of Owner/Officer: _____

Title: _____ Date: _____

ORANGE COUNTY CERTIFICATE OF INSURANCE REVIEW GUIDE

1. **PRODUCER:** Agent's name and address must be shown along with contact name phone, fax, and email address.
2. **INSURED:** Legal name and address of the entity entering into the contract or agreement
3. **INSURERS AFFORDING COVERAGE & NAIC #:** Name of the insurance company that is insuring the line of coverage. The INSURER and applicable letter will be used throughout the certificate to indicate the lines of coverage placed with a particular insurance company. A letter must be shown in the INSUR L TR section for each coverage line listed on the certificate.
4. **ADDL INSR:** Signifies whether coverage includes additional insured status. Very few agents use this section. Additional insured status is usually discussed in the Description of Operations/Locations/Vehicles section.
5. **SUBR WVD:** Signifies that a waiver of subrogation is in valid for each line of coverage as indicated.
6. **POLICY NUMBER:** A policy number should be listed for each line of coverage for which commercial insurance is being provided.
7. **POLICY EFFECTIVE/EXPIRATION DATES:** Effective and expiration dates should fall within the time frame of the inception of the contract or agreement.
8. **LIMITS:** As required in the written agreement. The general aggregate should be at least twice the per occurrence limit for all continuing service contracts. If the aggregate limit applies separately then the PROJECT box should be marked.
9. **AUTOMOBILE LIABILITY:** The ANY AUTO box is preferable however; some organizations do not own vehicles so the other boxes may be marked.
10. **WORKERS' COMPENSATION:** Look closely to see if any proprietor, partner, or executive officer is excluded. If so, please contact Risk Management for waiver approval. The WC STATUTORY LIMITS box must be selected.
11. **OTHER:** This section is used for other coverage such as professional liability and employee dishonesty. The same rules apply with regards to policy numbers, effective and expiration dates and limits.
12. **DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES:** This section typically contains any special or qualifying language such as additional insured status or waivers of subrogation. If additional space is needed an ACORD 101 should be attached. Please note that these certificates are for information only and do not confer any rights upon the certificate holder. This is why we also ask for the specific policy language or endorsement specifying that these provisions are in place.
13. **CERTIFICATE HOLDER:** Orange County Board of County Commissioners should be listed as the certificate holder. Individual departments and divisions should not be listed as the primary certificate holder.
14. **AUTHORIZED REPRESENTATIVE:** This section should contain the signature of the person authorized to issue the certificate on behalf of the insurance company.

EXHIBIT B

COMMERCIAL GENERAL LIABILITY
CG 20 26 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
<i>The following are additional insured under the Professional Liability section of this policy (already included under the GL by form #86571).</i>
YOUR MEDICAL DIRECTORS AND ADMINISTRATORS, INCLUDING PROFESSIONAL PERSONS, BUT ONLY WHILE ACTING WITHIN THE SCOPE OF THEIR DUTIES FOR THE NAMED INSURED AS MEDICAL DIRECTORS AND ADMINISTRATORS;
AN INDEPENDENT CONTRACTOR IS AN INSURED ONLY FOR THE CONDUCT OF YOUR BUSINESS AND SOLELY WHILE PERFORMING SERVICES FOR A CLIENT OF THE NAMED INSURED, BUT SOLELY WITHIN THE SCOPE OF SERVICES CONTEMPLATED BY THE NAMED INSURED;
STUDENTS IN TRAINING WHILE PREFORMING DUTIES AS INSTRUCTED BY THE NAMED INSURED;
ANY ENTITY YOU ARE REQUIRED IN A WRITTEN CONTRACT (HEREINAFTER CALLED ADDITIONAL INSURED) TO NAME AS AN INSURED IS AN INSURED BUT ONLY WITH RESPECT TO LIABILITY ARISING OUT OF YOUR PREMISES OR OPERATIONS:
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT C

POLICY NUMBER: _____ COMMERCIAL GENERAL LIABILITY
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

**ADDITIONAL INSURED – DESIGNATED
PERSON OR ORGANIZATION**

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)
ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS ATTN: PROCUREMENT DIVISION 400 E. SOUTH STREET, 2 nd FLOOR ORLANDO, FL 32801
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for “bodily Injury”, “property damage” or “personal and advertising injury” caused, in whole or in part, by your acts or omissions or the acts or omissions of those acting on your behalf:

- A. In the performance of your ongoing operations; or
- B. In connection with your premises owned by or rented to you.

EXHIBIT D

WORKERS COMPENSTION AND EMPLOYEES LIABILITY INSURANCE POLICY WC 00 03 13

2ND Reprint

Effective April 1, 1984

Advisory

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2ND FLOOR
ORLANDO, FL 32801

© 1983 National Council on Compensation Insurance, Inc.

©NCCI Holdings, Inc.

EXHIBIT E

POLICY NUMBER:

**COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93**

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies Insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

ORANGE COUNTY BOARD OF COUNTY COMMISSIONERS
ATTN: PROCUREMENT DIVISION
400 E. SOUTH STREET, 2nd FLOOR
ORLANDO, FL 32801

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right to recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or “your work” done under a contract with that person or organization and included in the “Products-completed operations hazard”. This waiver applies only to the person or organization shown in the Schedule above.

**ATTACHMENT A
ORANGE COUNTY
CONTRACTOR CERTIFICATION OF INSTALLATION**

INSTRUCTIONS: To be completed by the Responsible Party and submitted to the Engineer

Project Name:	Delivery Order No.	Contract Number:
Project Description (stationing or other identifying marker):	Installation Period - Beginning Date:	Installation Period - Ending Date:
	Date of Inspection:	Date of Submittal:
	Weather Conditions (General condition, precipitation, and temperature):	

Certification of Plant Material:
I certify that all plant material has been installed and is being established throughout the permit limits, per the Contract Documents.

Responsible party

Comments:

**ATTACHMENT B
ORANGE COUNTY
MONTHLY LANDSCAPE INSPECTION FORM AND CERTIFICATION**

INSTRUCTIONS: Submitted monthly during the Establishing period to the Engineer			
Project Name:	Delivery Order No.	Contract Number:	
Project Description (stationing or other identifying marker):	Monthly establishment Period - Beginning Date:	Monthly establishment Period - Ending Date:	
	Date of Inspection:	Date of Submittal:	
	Weather Conditions (General condition, precipitation, and temperature):		
Conditions of Planting/Activity Evaluated:	Comments:	Deficiency and Location:	Photo #:
Watering			
Fertilization			
Mulching			
Pruning			
Staking and Guying			
Planting beds free of litter and undesirable vegetation			
Edging			
Clipping Removal			
Health			
Vigor			
Undamaged (physical and chemical)			
Operation and Maintenance of Irrigation System if applicable			
Replacement of Plants falling below Florida #1 or Florida Fancy			
Layout (per project documents)			
Condition of Turf and Mowing			

_____ Responsible Party