

Applicable Documents:

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

Scope of Work:

- A. The work specified by the Section of the Specifications and on the Plans consists of furnishing all labor, machinery, tools, apparatus, means of transportation supplies, equipment, materials, services and incidentals necessary to complete the work as indicated on the Plans and in the Specifications, as well as all other related responsibilities, including all change and repairs incident thereto.
- B. The work shall include, but not be limited to, furnishing material, root pruning where required, layout, protection to the public, excavation, installation, backfilling, grading, fertilizing, watering, staking and guying where required, watering, pruning where required, sod installation, seeding, cleanup, maintenance and guarantee.
- C. Quantities and Location: The Landscape Architect reserves the right to adjust the numbers and locations of the designated trees and species to be used at any of the locations shown in order to provide for any modifications which might be necessary.
- D. Investigation of Subsurface Condition: The Contractor shall be responsible for making site subsurface investigations and reports as he or she deems it in order to become familiar with the character of the existing material and the construction conditions under which the work will be done. These subsurface investigations and examinations shall be included in the bid. The Contractor shall not receive separate additional compensation for this.
- E. The Landscape Contractor shall be paid for only those units that are installed at the time of request for payment. The Contractor will price each unit as shown on the Plans and in the Specifications. The final amount of payment may or may not be the total sum of the contract depending on the number of units installed.
- F. Ten percent (10%) of the total contract price will be held as retention for 60 days after final written acceptance.
- G. The Landscape Contractor will coordinate his work with all other trades at the Job site.

Quality Assurance:

- A. The Landscape Architect may inspect trees, shrubs, and groundcover either at the place of growth or at the site before planting for compliance with the requirements for name, variety, size and quality. The Landscape Architect retains the right to further inspect trees and shrubs for size and condition of balls and root system, insects, injuries, and latent defects, and try to reject unsatisfactory or defective material at any time during the progress of work. The Landscape Contractor shall remove rejected trees or shrubs within 1 day from the project site.
- B. Responsibility for Assuring Quality Control:
- (1) The Contractor's Superintendent shall speak English and be well versed in Florida plant material, planting operations, Plans and Specification interpretation, coordination with other contractors or service in the project area and coordination between the nursery and the project.
- (2) All employees shall be competent and highly skilled in their particular job in order to properly perform the work assigned to them. The Contractor shall be responsible for maintaining the quality of the material on the project.
- (3) The Contractor will comply with applicable Federal, State, County and local regulations governing landscape materials and work.
- C. Grade Standards:
- (1) Plant material shall be Florida #1 or better as set forth in the latest edition of the Florida Department of Agriculture's Grades and Standards for Nursery Plants.
- (2) All plant material will be subject to the approval of the Landscape Architect for quality, size and color. Plants lacking the completeness or proper proportions, stems which are weak or thin, and plants which are not close planting in nursery rows will not be accepted. Plant materials which have been cut back from larger grades to meet certain specification requirements will be rejected.
- (3) Plant material shall have normal, well developed branches and shall be vigorous plants, free of insects, defects, decay, burn, disfiguring roots, sun-scorch, injury, abrasion of the bark, plant diseases, insect feet, eggs, borers, and all forms of infestations or objectionable differentials.

Delivery, Handling and Storage:

- A. Delivery and Handling:
- (1) However of nursery stock shall comply with all Federal, State, and local laws, regulations, ordinances, codes, etc.
- (2) Protect, during delivery to prevent damage to root ball or desiccation or leaves. Remove unacceptable plant material immediately from the job site. Mark and protect until stored at the site.
- (3) Transport material on vehicles large enough to allow plants not to be crowded and damaged. Plants shall be covered to prevent wind damage during transit, thereof.
- B. Sod:
- (1) Deliver sod on pallets with root system protected from exposure to wind and soil. Deliver sod in quantities capable of being installed within 48 hours of cutting.

Submittals & Approvals:

- A. Written request for approval to substitute a plant species or a plants designation (FBI, BEHS, CG, etc.) type, grade, quality, size quantity etc. due to the non-availability of the material specified. Approval must be given by the Landscape Architect before the material is delivered and installed on the project. The Contractor must provide written proof that the specified plant material is available.
- B. Any request for the approval of an equal shall be in writing. Approval shall be given by the Landscape Architect before the material is delivered and installed on the project.
- C. Submit three prints of shop drawings for any special conditions not covered in the details indicated. This shall be for approval by the Landscape Architect before they are implemented in the project.
- D. If requested by the Owner or Landscape Architect, submit a schedule of all specimen plant material and collected plant material indicating the sources or suppliers of these materials and their locations (or approval by the Landscape Architect) before they are delivered and installed on the project. Also, two color photographs of each different item, showing different side views of the item shall be submitted with the schedule. Additional color photographs shall be submitted, if requested.
- E. If requested by the Owner or Landscape Architect, submit a letter indicating the sources or suppliers of plant and sod to be supplied for approval by the Landscape Architect before it is delivered and installed on the project.

- F. If requested by the Owner or Landscape Architect, submit a sample and analysis of all planting soil types for approval by the Landscape Architect before the material is delivered and installed on the project.
- If requested by the Owner or Landscape Architect, submit a sample and analysis of the material is delivered and installed on the project.
- A. Submit three prints of shop drawing for all staking and guying methods to be used if the ones indicated in these Specifications and on the Plans are not to be replaced, staking and guying methods being are implemented in the Landscape Architect will approve all shop drawings of project.
- J. Submit in writing any hindrance to the owners routine maintenance or back of, that may affect installed plant material growth or survival, that would affect the guarantee of plant material.
- K. Submit in writing any hindrance to the timely completion of the installation.
- L. Submit and Certificate of Inspection of plant material as may be required by State, local or Federal Authorities.

Substitutions:

- A. When the specified plant designation (FBI, BEHS, CG, etc.) type, grade, quality, size quantity etc. of a material is not available, the Contractor shall submit a written request, indicating the reasons for the substitution along with written, documented proof that the plant designation (FBI, BEHS, CG, etc.) type, grade, quality, size quantity, etc. of material is not available. The Landscape Architect shall approve all substitutions before they are delivered and installed on the project. The Contractor shall be responsible for the substitution before it has been submitted and approved by the Landscape Architect. Any change or change, if any, to the contract amount because of an approved substitution shall be established in writing and approved by the Owner and the Contractor before the material substitute is delivered and installed on the project.

Guarantee:

- A. The guarantee shall not begin until the day that final written acceptance is given.
- B. All sod shall be guaranteed for a minimum of 60 days from the time of final acceptance. All trees, palms, shrubs and shrubs are to be guaranteed for one year from the time of final acceptance.
- C. The guarantee shall be null and void for plant material which is damaged or dies as a result of "Acts of God" limited to hail, freeze, lightning, etc. which exceed hurricane force, providing the plant used in a healthy growing condition prior to these "Acts of God".
- D. As the option of the Owner, and inspections may be made at the end of the guarantee period, but prior to the last day of the guarantee period.

Replacement:

- A. The guaranteeing of a plant material shall be construed to mean the complete and immediate replacement of plant material within 3 calendar days if it is:
- (1) Not in a healthy growing condition and thus renders it below the minimum quality indicated in the Specifications.
- (2) There is a question to its ability to survive after the end of the guarantee period that would render it below the minimum quality indicated in the Specifications.
- (3) It is dead.
- B. The 3 calendar days shall be extended due to seasonal conditions, availability, preparation time such as root pruning, etc., only if approved by the Landscape Architect in advance. The extended time shall be negotiated between all parties concerned, but must receive final approval by the Landscape Architect.
- C. Size, Quality, and Grade:
- (1) Replacement plant material shall be one of the same species, quality and grade as that of the plant to be replaced.
- (2) The size of the replacement shall not necessarily be the same as the original specified plant, at its final planting. The replacement shall be of equal size to the plant to be replaced at the time it has been determined that it must be replaced.

- However, if for some reason, the plant to be replaced is smaller than the size originally specified, the replacement shall be at least equal to the originally specified size.
- (2) Replacements shall be guaranteed for a period equal to the originally specified guarantee. The guarantee period shall begin at the date of acceptable replacement.
- (3) Final payment to the Contractor shall not relieve him or one of the guarantee obligations at the site.

Plan and Specification Interpretation:

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

Permits and Codes:

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

Changes and Additional Work:

- A. The Contractor shall not start on any changes or additional work in the project until a written agreement setting forth the adjusted contract amount has been executed by the Owner and the Contractor. Any work performed on any change or additional work prior to the execution of a written agreement may or may not be compensated for.

*Job Site, "Project Site" Etc.:

- A. The words "Job site", "Project site", "Job", "Project" and "Site" shall be synonymous with any other term used in these documents. The replacement shall be of equal size to the plant to be replaced at the time it has been determined that it must be replaced.

Safety On and Off the Job Site:

- A. In performing the scope of work, all safety on or off the job site shall be the sole responsibility of the Contractor. The Landscape Architect shall not be responsible for safety on or off the job site.

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

On Site Observations and Inspections:

- A. The Contractor shall make requests for on site observations or inspections 48 hours in advance and they shall be in writing, if directed by the Landscape Architect.
- B. If an inspection is related to completion and final acceptance, the request shall be made in writing 48 hours in advance.
- C. An inspection at the growing site does not preclude the right of rejection at the project site.
- D. The fact that the Landscape Architect has not made an early on site observation or inspection to discover faulty work or work omitted, or work performed which is not in accordance with the contract requirements, shall not bar the Landscape Architect from subsequently rejecting such work at a later time.

- E. The Landscape Architect's on site observations or inspections shall be only for the purpose of verifying that the Plans and Specifications are being implemented properly. The Landscape Architect's on site observations or inspections are not intended to take charge, direct, or manage the implementation of the Plans and Specifications or take charge, organize or manage the Contractor unless otherwise specified in the contract requirements.

Plant Material:

- A. Plant material shall be nursery grown except:
- (1) Where specified as collected material.
- B. Where approved by the Landscape Architect for such plant material only is only available as a collected item from sources such as residences.
- C. Except where another grade is specifically called for in the contract, the grade of plant material shall be Florida #1 or better, as specified, shall be no less than Florida #1, or better, at the time of installation and final acceptance. Existing plant material to remain or to be relocated shall be excluded from this requirement.
- D. Habit of Growth: All plant material shall have a habit of growth that is normal for that species and shall be sound, healthy, vigorous and free from insect plant diseases and injuries.

D. Measurement of Trees, Palms, Shrubs, and Groundcover:

- (1) Trees, Shrubs, and Groundcover:

- a. Rootball: Requirements for the measurement of minimum rootball diameter and depth shall comply with the Florida Department of Agriculture's Grades and Standards for Nursery Plants, Part 1 and Part 2 as follows:

CALIPER	MIN. BALL DIA.	MIN. BALL DEPTH
1 - 1 1/2"	5 1/2"	75% of dia.
1 1/2 - 1 3/4"	20"	65% of dia.
1 3/4 - 2"	22"	65% of dia.
2 - 2 1/4"	24"	65% of dia.
2 1/4 - 2 3/4"	26"	65% of dia.
2 3/4 - 3"	28"	65% of dia.
3 - 3 1/4"	30"	65% of dia.
3 1/4 - 3 1/2"	32"	65% of dia.
3 1/2 - 3 3/4"	34"	65% of dia.
3 3/4" or more	Increase in proportion	up to 48"

- b. Height: The height of plant material shall be measured from finish grade and continue up to where the main stem of the plant vertically ends. The height shall not include any singular or isolated parts of the plant, such as leaves, shoots, branches, bolls or fronds, which extend out beyond the main stem of the plant.

- E. Die-Back and Leaf Drop: plant material showing signs of die-back of leaf-drop will not be accepted and must be removed from the project immediately if so directed by the Landscape Architect. Therefore, any plant material with landlocked, localized and/or fringed areas, which are sufficient enough to provide a sound network of hair roots prior to relocation from sources such as residences.

- F. Mechanical Destruction of Foliage: Mechanical destruction of foliage resulting from root pruning shall not affect more than 10% of the total foliage prior to planting on the project. Loss of foliage due to seasonal change will be accepted.

- G. Spanish Moss: If Spanish Moss (Tillandsia usneoides) exists on plant material, it shall be completely removed prior to planting on the project.

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

PZ21-12000052

project:
fiberbuilt
2201 west atlantic blvd
pompano beach, fl.

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J Bodker
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L. Removal of Plant Material:

- (1) All plant material to be removed shall be removed completely, including the rootball, from the job or as directed by the Landscape Architect. The remaining hole shall be filled with suitable material or planting soil as directed by the Landscape Architect.

J. Existing Plant Material to be Relocated:

- (1) All existing plant material to be relocated shall be root pruned a minimum of 60 days prior to a period as determined by the Landscape Architect prior to relocation.
- (2) Rootball: Requirements for the measurement of minimum rootball diameter and depth shall comply with the Florida Department of Agriculture's Grades and Standards for Nursery Plants, Part 1 and Part 2 as follows:

CALIPER	MIN. BALL DIA.	MIN. BALL DEPTH
1 - 1 1/2"	5 1/2"	75% of dia.
1 1/2 - 1 3/4"	20"	65% of dia.
1 3/4 - 2"	22"	65% of dia.
2 - 2 1/4"	24"	65% of dia.
2 1/4 - 2 3/4"	26"	65% of dia.
2 3/4 - 3"	28"	65% of dia.
3 - 3 1/4"	30"	65% of dia.
3 1/4 - 3 1/2"	32"	65% of dia.
3 1/2 - 3 3/4"	34"	65% of dia.
3 3/4" or more	Increase in proportion	up to 48"

- (3) Root pruning shall be accomplished by a trench compaction around the plant about 18 inches deep. All exposed roots shall be cut off securely.
- (4) A mixture of good organic fertilizer and planting soil shall be used to refill the trench.

- (5) Plant material which is in soil of a loose texture, which does not readily adhere to the root system, especially in the case of large plants or trees, shall have the rootball wrapped in burlap and then use, if directed by the Landscape Architect. For vine, hog vine shall be used and it shall be placed around the rootball before the plant is removed from the hole for relocation. The vine shall be looped and tensioned with the burlapped ball is substantially packaged by the tightened are netting formed by the hog vine so as to prevent disturbance of the loose soil around the roots during handling.

Cleanup:

- A. Disposal of Trash: All debris and other objectionable material created through planting operation and landscape material shall be removed completely on a daily basis from the job or as directed by the Landscape Architect. Any paved areas including curbs and sidewalks which have been driven with soil, sod, saws, fertilizer or other debris will be thoroughly swept.
- B. Excess Fill: All excess fill which results from the installation of the project shall remain the property of the Owner and remain on the project at the option of the Owner. All excess fill which the Owner does not wish to use shall be removed and disposed of from the project in a traditional cost. No excess fill shall be removed or disposed of from the site until approved by the Owner or Landscape Architect. Excess fill shall be disposed of as directed.
- C. Protection:
- A. Responsibility for Protection and Restoration of Property: The Contractor shall be responsible for all damage or injury to property or property.
- B. Protection Against Mechanical Damage: The Contractor's responsibility for protection against mechanical damage shall include providing protection from vehicles and providing warning signs and barricades as much as necessary and in or the shall repair, restore and replace all property which is damaged or damaged as a result of any negligence of the Contractor or his or her employees in complying with these requirements.
- C. Completion and Final Acceptance:
- A. Upon written notice from the Contractor of the prescriptive completion as defined below, of the entire project, the Landscape Architect, along with other appropriate parties, will take an inspection within 48 hours after the written notice. If all construction provided for and compensated by the contract is found to be completed in accordance with the contract Plans and Specifications, such inspection shall constitute the final inspection. The Contractor shall be notified in writing of final acceptance as of the date of the final inspection.
- B. If, however, the inspection mentioned in paragraph A, above, discloses any work, in whole or in part, to be being unsatisfactory, final acceptance shall not be given and the Owner and/or Landscape Architect will give the Contractor the necessary instructions or "punch list", upon completion of which, another inspection will be made which shall constitute the final inspection provided the work has been satisfactorily completed. In such event, the Owner or their representative shall make the final acceptance and notify the Contractor in writing of the final acceptance as of the date of the final inspection.

Completion of Work:

- (1) Completion of the work shall mean the full and exact compliance and conformity with the provisions expressed or implied in the Plans and Specifications including any and all work that shall be required by the Landscape Architect. Work which was found unsatisfactory or required completion or corrective action.
- (2) Final acceptance shall not be given until all construction provided for and compensated by the contract is inspected and found to be completed in accordance with contract Plans and Specifications.
- (3) Final acceptance shall not be official until acknowledged in writing by the Owner or their representative.
- F. The guarantee shall not begin until the day that final acceptance is given.
- G. Certain responsibilities prior to Final Acceptance. The following is a partial list of certain responsibilities. It is not a complete list, but only a summary of certain responsibilities.
- A. The Contractor is responsible for the entire project prior to written acceptance.
- B. The Contractor is responsible for safety on and off the job site.
- C. Maintenance Prior to Final Acceptance:
- (1) Maintenance shall begin immediately after each plant is planted and continue until final acceptance.
- (2) Plant maintenance shall include watering, mowing, edging, pruning, weeding, cultivating, repair and maintenance, including watering, pruning, weeding, and repair of plant cuttings, debris and waste.
- D. Material rejected during the course of construction shall be removed within 3 working days and replaced before an inspection for completion will be scheduled.
- (1) Keep sidewalks, curbs and gutters, driveways, parking areas, streets, terraces, decks, and pavements free of plant cuttings, debris and waste.
- (2) Protection: Plant material shall be protected against trespassing and damage. If any plants become damaged or injured, they shall be replaced or replaced as directed and in compliance with the Specifications.
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