



Florida Department of Transportation

RICK SCOTT
GOVERNOR

3400 West Commercial Blvd.
Fort Lauderdale, Florida 33309

JIM BOXOLD
SECRETARY

April 2, 2015

Mr. Tedd Kenny, Business Development Manager
DeAngelo Brothers, LLC.
851 West 13th Court
Riviera Beach, Florida 33404

RE: EXECUTION NEW AGREEMENT

Agreement Number: BDZ45
Financial Project I.D. Number(s): 411948 9 52 01
Description: Districtwide General Landscape Services.

Dear Mr. Kenny:

Enclosed please find an Executed New Agreement dated **April 2, 2015**, between the Department and your firm for services on the above reference project.

The District's Project Manager for this project is **Elisabeth Hassett**; you may contact him at **(954) 777-4219**. If you have any questions concerning this agreement, please do not hesitate to contact me at **(954) 777-4108**.

Sincerely,

Tanisha Boynton
Purchasing Agent III
Commodities/Contractual Services
Procurement Office
District Four

tmb/a

cc w/enc.: Elisabeth Hassett, FDOT Project Manager, District Financial Services, File

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
STANDARD WRITTEN AGREEMENT

375-040-19
PROCUREMENT
OGC - 08/14
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Agreement No.: BDZ45

Financial Project I.D.: 411948 9 52 01 & Various

F.E.I.D. No: F23 2332783

Appropriation Bill Number(s)/Line Item Number(s) for 1st year of contract, pursuant to s. 216.313, F.S.:

Procurement No.: RFP-DOT-14/15-4020TB

D.M.S. Catalog Class No.: 70111706 , 77111501

BY THIS AGREEMENT, made and entered into this 2nd day of April, 2015, by and between the STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION, hereinafter called the "Department" and DeAngelo Brothers, LLC.

of 851 West 13th Court, Rivera Beach, Florida 33404

duly authorized to conduct business in the State of Florida, hereinafter called "Vendor," hereby agree as follows:

1. SERVICES AND PERFORMANCE

A. In connection with Districtwide General Landscape Services.

the Department does hereby retain the Vendor to furnish certain services, information, and items as described in Exhibit "A," attached hereto and made a part hereof.

B. Before making any additions or deletions to the work described in this Agreement, and before undertaking any changes or revisions to such work, the parties shall negotiate any necessary cost changes and shall enter into an Amendment covering such work and compensation. Reference herein to this Agreement shall include any amendment(s).

C. All tracings, plans, specifications, maps, computer files, and reports prepared or obtained under this Agreement, as well as all data collected, together with summaries and charts derived therefrom, shall be the exclusive property of the Department without restriction or limitation on their use and shall be made available, upon request, to the Department at any time during the performance of such services and/or upon completion or termination of this Agreement. Upon delivery to the Department of said document(s), the Department shall become the custodian thereof in accordance with Chapter 119, Florida Statutes. The Vendor shall not copyright any material and products or patent any invention developed under this Agreement. The Department shall have the right to visit the site for inspection of the work and the products of the Vendor at any time.

D. All final plans, documents, reports, studies, and other data prepared by the Vendor shall bear the professional's seal/signature, in accordance with the applicable Florida Statutes, Administrative Rules promulgated by the Department of Business and Professional Regulation, and guidelines published by the Department, in effect at the time of execution of this Agreement. In the event that changes in the statutes or rules create a conflict with the requirements of published guidelines, requirements of the statutes and rules shall take precedence.

E. The Vendor agrees to provide project schedule progress reports in a format acceptable to the Department and at intervals established by the Department. The Department shall be entitled at all times to be advised, at its request, as to the status of work being done by the Vendor and of the details thereof. Coordination shall be maintained by the Vendor with representatives of the Department, or of other agencies interested in the project on behalf of the Department. Either party to this Agreement may request and be granted a conference.

F. All services shall be performed by the Vendor to the satisfaction of the Director who shall decide all questions, difficulties, and disputes of any nature whatsoever that may arise under or by reason of this Agreement, the prosecution and fulfillment of the services hereunder and the character, quality, amount of value thereof; and the decision upon all claims, questions, and disputes shall be final and binding upon the parties hereto. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable as the work progresses shall be subject to mutual agreement of the parties, and amendment(s) shall be entered into by the parties in accordance herewith.

Reference herein to the Director shall mean the
Director of Transportation Development

2. TERM

- A. Initial Term. This Agreement shall begin on date of execution and shall remain in full force and effect through completion of all services required or Sixty (60) Months after Execution , whichever occurs first. Subsequent to the execution of this Agreement by both parties, the services to be rendered by the Vendor shall commence and be completed in accordance with the option selected below. (Select box and indicate date(s) as appropriate):

- ☐ Services shall commence _____ and shall be completed by _____ or date of termination, whichever occurs first.
- ☒ Services shall commence upon written notice from the Department's Contract Manager and shall be completed by Ending Date Specified in Each LOA or date of termination, whichever occurs first.
- ☐ Other: See Exhibit "A"

- B. RENEWALS (Select appropriate box):

- ☐ This Agreement may not be renewed.
- ☒ This Agreement may be renewed for a period that may not exceed three (3) years or the term of the original contract, whichever is longer. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. Costs for renewal may not be charged. Any renewal or extension must be in writing and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties.

- C. EXTENSIONS. In the event that circumstances arise which make performance by the Vendor impracticable or impossible within the time allowed or which prevent a new contract from being executed, the Department, in its discretion, may grant an extension of this Agreement. Extension of this Agreement must be in writing for a period not to exceed six (6) months and is subject to the same terms and conditions set forth in this Agreement and any written amendments signed by the parties; provided the Department may, in its discretion, grant a proportional increase in the total dollar amount based on the method and rate established herein. There may be only one extension of this Agreement unless the failure to meet the criteria set forth in this Agreement for completion of this Agreement is due to events beyond the control of the Vendor.

It shall be the responsibility of the Vendor to ensure at all times that sufficient time remains in the Project Schedule within which to complete services on the project. In the event there have been delays which would affect the project completion date, the Vendor shall submit a written request to the Department which identifies the reason(s) for the delay and the amount of time related to each reason. The Department shall review the request and make a determination as to granting all or part of the requested extension.

3. COMPENSATION AND PAYMENT

- A. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the Chief Financial Officer of the State of Florida under Chapters 215 and 216, Florida Statutes. Deliverable(s) must be received and accepted in writing by the Contract Manager on the Department's invoice transmittal forms prior to payment. If the Department determines that the performance of the Vendor is unsatisfactory, the Department shall notify the Vendor of the deficiency to be corrected, which correction shall be made within a time-frame to be specified by the Department. The Vendor shall, within five days after notice from the Department, provide the Department with a corrective action plan describing how the Vendor will address all issues of contract non-performance, unacceptable performance, failure to meet the minimum performance levels, deliverable deficiencies, or contract non-compliance. If the corrective action plan is unacceptable to the Department, the Vendor shall be assessed a non-performance retainage equivalent to 10% of the total invoice amount. The retainage shall be applied to the invoice for the then-current billing period. The retainage shall be withheld until the vendor resolves the deficiency. If the deficiency is subsequently resolved, the Vendor may bill the Department for the retained amount during the next billing period. If the Vendor is unable to resolve the deficiency, the funds retained may be forfeited at the end of the agreement period.

- B. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the Contract Manager prior to payments.
- C. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.
- D. The bills for any travel expenses, when authorized by terms of this Agreement and by the Department's Project Manager, shall be submitted in accordance with Section 112.061, Florida Statutes, and the Department's Disbursement Handbook - For Employees and Managers.
- E. Vendors providing goods and services to the Department should be aware of the following time frames. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services, unless otherwise specified herein. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
- F. If a payment is not available within forty (40) days, a separate interest penalty as established pursuant to Section 215.422, Florida Statutes, shall be due and payable, in addition to the invoice amount, to the Vendor. Interest penalties of less than one (1) dollar shall not be enforced unless the Vendor requests payment. Invoices which have to be returned to a Vendor because of Vendor preparation errors shall result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the Department.
- G. The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, a statewide eProcurement system. Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a transaction fee of one percent (1%), which the Vendor shall pay to the State. For payments within the State accounting system (FLAIR or its successor), the transaction fee shall, when possible, be automatically deducted from payments to the Vendor. If automatic deduction is not possible, the Vendor shall pay the transaction fee pursuant to Rule 60A-1.031 (2), Florida Administrative Code. By submission of these reports and corresponding payments, Vendor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee. The Vendor shall receive a credit for any transaction fee paid by the Vendor for the purchase of any item(s) if such item(s) are returned to the Vendor through no fault, act, or omission of the Vendor. Notwithstanding the foregoing, a transaction fee is non-refundable when an item is rejected or returned, or declined, due to the Vendor's failure to perform or comply with specifications or requirements of the Agreement. Failure to comply with these requirements shall constitute grounds for declaring the Vendor in default and recovering repurchase costs from the Vendor in addition to all outstanding fees.
VENDORS DELINQUENT IN PAYING TRANSACTION FEES MAY BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.
- H. A vendor ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted at (850) 413-5516.
- I. Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the Department at all times during the period of this Agreement and for three (3) years after final payment for the work pursuant to this Agreement is made. Copies of these documents and records shall be furnished to the Department upon request. Records of costs incurred shall include the Vendor's general accounting records and the project records, together with supporting documents and records of the Vendor and all subcontractors performing work on the project, and all other records of the Vendor and subcontractors considered necessary by the Department for a proper audit of project costs.
- J. The Department, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The Department shall require a statement from the comptroller of the Department that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one (1) year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the Department's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

4. INDEMNITY AND PAYMENT FOR CLAIMS

- A. **INDEMNITY:** To the extent permitted by Florida Law, the Vendor shall indemnify and hold harmless the Department, its officers and employees from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorney's fees, to the extent caused by negligence, recklessness, or intentional wrongful misconduct of the Vendor and persons employed or utilized by the Vendor in the performance of this Agreement.

It is specifically agreed between the parties executing this Agreement that it is not intended by any of the provisions of any part of the Agreement to create in the public or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party to this Agreement to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of this Agreement.

PAYMENT FOR CLAIMS: The Vendor guarantees the payment of all just claims for materials, supplies, tools, or labor and other just claims against the Vendor or any subcontractor, in connection with the Agreement. The Department's final acceptance and payment does not release the Vendor's bond until all such claims are paid or released.

- B. **LIABILITY INSURANCE.** (Select and complete as appropriate):

☐ No general liability insurance is required.

☒ The Vendor shall carry and keep in force during the term of this Agreement, a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with a combined bodily injury limits of at least \$ 1,000,000.00 per person and \$ 500,000.00 each occurrence, and property damage insurance of at least \$ 1,000,000.00 each occurrence, for the services to be rendered in accordance with this Agreement.

☐ The Vendor shall have and maintain during the term of this Agreement, a professional liability insurance policy or policies or an irrevocable letter of credit established pursuant to Chapter 675 and Section 337.106, Florida Statutes, with a company or companies authorized to do business in the State of Florida, affording liability coverage for the professional services to be rendered in accordance with this Agreement in the amount of \$ _____.

- C. **WORKERS' COMPENSATION.** The Vendor shall also carry and keep in force Workers' Compensation insurance as required for the State of Florida under the Workers' Compensation Law.

- D. **PERFORMANCE AND PAYMENT BOND.** (Select as appropriate):

☒ No Bond is required.

☐ Prior to commencement of any services pursuant to this Agreement and at all times during the term hereof, including renewals and extensions, the Vendor will supply to the Department and keep in force a bond provided by a surety authorized to do business in the State of Florida, payable to the Department and conditioned for the prompt, faithful, and efficient performance of this Agreement according to the terms and conditions hereof and within the time periods specified herein, and for the prompt payment of all persons furnishing labor, materials, equipment, and supplies therefor.

- E. **CERTIFICATION.** With respect to any general liability insurance policy required pursuant to this Agreement, all such policies shall be issued by companies licensed to do business in the State of Florida. The Vendor shall provide to the Department certificates showing the required coverage to be in effect with endorsements showing the Department to be an additional insured prior to commencing any work under this Contract. Policies that include Self Insured Retention (SIR) will not be accepted. The certificates and policies shall provide that in the event of any material change in or cancellation of the policies reflecting the required coverage, thirty days advance notice shall be given to the Department or as provided in accordance with Florida law.

5. COMPLIANCE WITH LAWS

- A. The Vendor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Vendor in conjunction with this Agreement. Specifically, if the Vendor is acting on behalf of a public agency the Vendor shall:
- (1) Keep and maintain public records that ordinarily and necessarily would be required by the Department in order to perform the services being performed by the Vendor.
 - (2) Provide the public with access to public records on the same terms and conditions that the Department would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law.
 - (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
 - (4) Meet all requirements for retaining public records and transfer, at no cost, to the Department all public records in possession of the Vendor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format that is compatible with the information technology systems of the Department.
- Failure by the Vendor to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the Department. The Vendor shall promptly provide the Department with a copy of any request to inspect or copy public records in possession of the Vendor and shall promptly provide the Department a copy of the Vendor's response to each such request.
- B. The Vendor agrees that it shall make no statements, press releases or publicity releases concerning this Agreement or its subject matter or otherwise discuss or permit to be disclosed or discussed any of the data or other information obtained or furnished in compliance with this Agreement, or any particulars thereof, during the period of the Agreement, without first notifying the Department's Contract Manager and securing prior written consent. The Vendor also agrees that it shall not publish, copyright, or patent any of the data developed under this Agreement, it being understood that such data or information are works made for hire and the property of the Department.
- C. The Vendor shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and will not discriminate on the grounds of race, color, religion, sex, national origin, age, or disability in the performance of work under this Agreement.
- D. If the Vendor is licensed by the Department of Business and Professional Regulation to perform the services herein contracted, then Section 337.162, Florida Statutes, applies as follows:
- (1) If the Department has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - (2) Any person who is employed by the Department and who is licensed by the Department of Business and Professional Regulation and who, through the course of the person's employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules shall submit a complaint regarding the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455, Florida Statutes, and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - (3) Any complaints submitted to the Department of Business and Professional Regulation are confidential and exempt from Section 119.07(1), Florida Statutes, pursuant to Chapter 455, Florida Statutes, and applicable state law.
- E. The Vendor covenants and agrees that it and its employees and agents shall be bound by the standards of conduct provided in applicable law and applicable rules of the Board of Business and Professional Regulation as they relate to work performed under this Agreement. The Vendor further covenants and agrees that when a former state employee is employed by the Vendor, the Vendor shall require that strict adherence by the former state employee to Sections 112.313 and 112.3185, Florida Statutes, is a condition of employment for said former state employee. These statutes will by reference be made a part of this Agreement as though set forth in full. The Vendor agrees to incorporate the provisions of this paragraph in any subcontract into which it might enter with reference to the work performed pursuant to this Agreement.

- F. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list.
- G. An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity, may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids, proposals, or replies on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity.
- H. The Department shall consider the employment by any vendor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the Vendor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this agreement.
- I. Pursuant to Section 216.347, Florida Statutes, the vendor may not expend any State funds for the purpose of lobbying the Legislature, the judicial branch, or a state agency.

6. TERMINATION AND DEFAULT

- A. This Agreement may be canceled by the Department in whole or in part at any time the interest of the Department requires such termination. The Department reserves the right to terminate or cancel this Agreement in the event an assignment be made for the benefit of creditors.
- B. If the Department determines that the performance of the Vendor is not satisfactory, the Department shall have the option of (a) immediately terminating the Agreement, or (b) notifying the Vendor of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) taking whatever action is deemed appropriate by the Department.
- C. If the Department requires termination of the Agreement for reasons other than unsatisfactory performance of the Vendor, the Department shall notify the Vendor of such termination, with instructions as to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.
- D. If the Agreement is terminated before performance is completed, the Vendor shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the agreement price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress shall become the property of the Department and shall be turned over promptly by the Vendor.
- E. For Agreements \$1,000,000 and greater, if the Department determines the Vendor submitted a false certification under Section 287.135(5), Florida Statutes, been placed on the Scrutinized Companies with Activities in the Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Department shall either terminate the Agreement after it has given the Vendor notice and an opportunity to demonstrate the Department's determination of false certification was in error pursuant to Section 287.135(5)(a), Florida Statutes, or maintain the Agreement if the conditions of Section 287.135 (4), Florida Statutes, are met.

7. ASSIGNMENT AND SUBCONTRACTS

- A. The Vendor shall maintain an adequate and competent staff so as to enable the Vendor to timely perform under this Agreement and may associate with it such subcontractors, for the purpose of its services hereunder, without additional cost to the Department, other than those costs within the limits and terms of this Agreement. The Vendor is fully responsible for satisfactory completion of all subcontracted work. The Vendor, however, shall not sublet, assign, or transfer any work under this Agreement to other than subcontractors specified in the proposal, bid, and/or Agreement without the written consent of the Department.

B. Select the appropriate box:

☒ The following provision is not applicable to this Agreement:

☐ The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles that are the subject of, or required to carry out this Agreement shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for the state agency (Department) insofar as dealings with such qualified nonprofit agency are concerned. RESPECT of Florida provides governmental agencies within the State of Florida with quality products and services produced by persons with disabilities. Available pricing, products, and delivery schedules may be obtained by contacting:

RESPECT
2475 Apalachee Pkwy
Tallahassee, Florida 32301-4946
Phone: (850)487-1471

☐ The following provision is hereby incorporated in and made a part of this Agreement:

It is expressly understood and agreed that any articles which are the subject of, or required to carry out this Agreement shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the procedures set forth in Sections 946.515(2) and (4), Florida Statutes; and for purposes of this Agreement the person, firm, or other business entity (Vendor) carrying out the provisions of this Agreement shall be deemed to be substituted for this agency (Department) insofar as dealings with such corporation are concerned. The "corporation identified" is Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE). Available pricing, products, and delivery schedules may be obtained by contacting:

PRIDE Enterprises
12425 - 28th Street, North
St. Petersburg, FL 33716-1826
(800)643-8459

☐ This Agreement involves the expenditure of federal funds and Section 946.515, Florida Statutes, as noted above, does not apply. However, Appendix I is applicable to all parties and is hereof made a part of this Agreement.

8. MISCELLANEOUS

- A. The Vendor and its employees, agents, representatives, or subcontractors are not employees of the Department and are not entitled to the benefits of State of Florida employees. Except to the extent expressly authorized herein, Vendor and its employees, agents, representatives, or subcontractors are not agents of the Department or the State for any purpose or authority such as to bind or represent the interests thereof, and shall not represent that it is an agent or that it is acting on the behalf of the Department or the State. The Department shall not be bound by any unauthorized acts or conduct of the Vendor or its employees, agents, representatives, or subcontractors. Vendor agrees to include this provision in all its subcontracts under this Agreement.
- B. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
- C. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto. The State of Florida terms and conditions, whether general or specific, shall take precedence over and supersede any inconsistent or conflicting provision in any attached terms and conditions of the Vendor.

- D. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term, or provision held to be invalid.
- E. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
- F. In any legal action related to this Agreement, instituted by either party, the Vendor hereby waives any and all privileges and rights it may have under Chapter 47 and Section 337.19, Florida Statutes, relating to venue, as it now exists or may hereafter be amended, and any and all such privileges and rights it may have under any other statute, rule, or case law, including, but not limited to those grounded on convenience. Any such legal action may be brought in the appropriate Court in the county chosen by the Department and in the event that any such legal action is filed by the Vendor, the Vendor hereby consents to the transfer of venue to the county chosen by the Department upon the Department filing a motion requesting the same.
- G. If this Agreement involves the purchase or maintenance of information technology as defined in Section 282.0041, Florida Statutes, the selected provisions of the attached Appendix II are made a part of this Agreement.
- H. If this Agreement is the result of a formal solicitation (Invitation to Bid, Request for Proposal or Invitation to Negotiate), the Department of Management Services Forms PUR1000 and PUR1001, included in the solicitation, are incorporated herein by reference and made a part of this Agreement.
- I. Vendor/Contractor:
 - 1. 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 Vendor/Contractor during the term of the contract; and
 - 2. shall expressly require any subcontractors performing work or providing services pursuant to the state contract to likewise utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.
- J. Time is of the essence as to each and every obligation under this Agreement.
- K. The following attachments are incorporated and made a part of this agreement:
Exhibit "A" - Scope of Services-Pages A1 - A14; Exhibit "B" - Method of Compensation - Pages B-1 - B-4;
Exhibit "C" - Price Proposal -Pages C-1 - C-20; Exhibit "D" - Landscaping Specification - Pages D-1 - D5
- L. Other Provisions:
PUR 1000 - General Conditions
PUR 1001 - Instructions to Respondents
Design Standards Index 544 (625-010-003)

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized officers on the day, month and year set forth above.

DeAngelo Brothers, LLC.

STATE OF FLORIDA
DEPARTMENT OF TRANSPORTATION

Name of Vendor

BY:

Authorized Signature

(Print/Type)

Title:

BY:

Authorized Signature

(Print/Type)

For:

Title: Director of Transportation Development

FOR DEPARTMENT USE ONLY

APPROVED:

Procurement Office

LEGAL REVIEW:

EXHIBIT "A"
SCOPE OF SERVICES
DISTRICTWIDE GENERAL LANDSCAPE SERVICES

I. OBJECTIVE

The Florida Department of Transportation, District 4, hereinafter called FDOT, Department or District, requires districtwide general landscape services.

II. VENDOR'S RESPONSIBILITIES

The CONTRACTOR'S team, hereinafter referred to as the VENDOR, shall provide the services of a Landscape VENDOR to provide landscape improvements that shall include landscape installation; irrigation installation, modification or repair; tree relocation and/or removal, and landscape Establishment Period activities including pruning, mowing, fertilizing, weeding, mulch replenishment, litter pick-up, additional planting and/or re-planting, Integrated Pest Management (IPM), and any additional maintenance tasks as needed.. For the purposes of this Agreement, the term *landscape improvements* shall include any activity relating to plant material, irrigation and/or hardscape. *Hardscape* shall mean any landscape accent lighting, tree grates, and/or sidewalk, and/or median, specialty surfacing such as: concrete pavers or stamped concrete.

The Vendor shall provide the services of an International Society of Arboriculture (ISA) Certified Arborist (CA) who shall be responsible for such services as: tree and palm pruning; landscape project inspections with written or verbal reports; supervision of large tree relocations; application of IPM principles including identification and corrective actions for plant pests, diseases, or nutritional deficiencies.

In addition, authorized activities provided by the Vendor shall include provision of traffic control plans and implementation of the Maintenance Of Traffic (MOT). All activities will be in accordance with but not limited to the most current Florida Department Of Transportation *Standard Specifications for Road and Bridge Construction*, Florida Department of Transportation *Design Standards*, Florida Department of Transportation *Utility Accommodation Manual* (UAM), U.S. Department of Transportation, Federal Highway Administration (FHWA), *Manual on Uniform Traffic Control Devices* (MUTCD), Florida Administrative Code (FAC) Rule Chapter 14-40.003(3) *Highway Beautification and Landscape Management*, Florida Department of Agriculture and Consumer Services (FDACS) *Grades & Standards For Nursery Plants*, Florida Department of Transportation *Drainage Manual*, Florida Exotic Pest Plant Council (FLEPC) *List of Invasive Species*, American National Standards Institute (ANSI) A300 and Z133.1, the Florida Irrigation Society (FIS) *Standards and Specifications for Turf & Landscape Irrigation Systems*, landscape specifications included herein (Exhibit "D" - Landscaping Specifications) and/or as directed by the FDOT Contract Project Manager or Designee. For the purposes of this Agreement, the *FDOT Contract Project Manager or Designee* is hereinafter referred to as the *FDOT PM*. If applicable regulations, manuals or procedures referenced herein are revised or superseded before the services by the Vendor are rendered, compliance with the most recent version and/or amendments is required. If at any time these referencing entities conflict, said conflict shall be brought to the attention of the FDOT PM, who will make the final decision as to which entity shall take precedence.

III. LANDSCAPE IMPROVEMENT SERVICES

The Vendor shall provide the services of a Landscape Vendor and ISA Certified Arborist who shall be responsible for any of the landscape services contained herein, as requested by FDOT.

A. LANDSCAPE VENDOR SERVICES – LANDSCAPE INSTALLATION

The Vendor shall be responsible for providing the services of a Landscape Vendor who has a minimum of five (5) years experience performing similar landscape improvement services as described in this Scope of Services.

The Landscape Vendor shall be able to provide and/or oversee the following landscape improvement services:

1. The Vendor is responsible for the investigation and verification of the existing project site conditions including utilities, structures, slopes, access and available space (staging) prior to signing any Letter of Authorization (LOA). The FDOT PM shall be notified immediately if any inconsistencies with the Department provided plans are discovered in the field. No LOA's for plant material involving an establishment period shall be issued preceding One (1) year before the expiration of the contract to allow for payment during the establishment period.
2. The Vendor is required to identify and clear all utilities within the project in accordance with state statute, in advance of any excavation work, including installation, removal or relocation of any landscape improvements. Any work performed within the minimum approach distance of energized powerlines must be conducted by Occupational Safety and Health Administration (OSHA) qualified line clearing personnel. The Vendor shall provide written documentation certifying that all line clearing personnel have received training in and are thoroughly knowledgeable of OSHA regulation 1910.129.
3. The Vendor shall be responsible for the development, implementation and supervision of traffic control plans and required maintenance of traffic (MOT). All activities including installation of landscape improvements and/or maintenance activities located on state right of way which are performed under this FDOT Agreement require a work zone traffic control plan in accordance with the *Manual on Uniform Traffic Control* (MUTCD) and Index 600 Series of the *FDOT Design Standards, Traffic Control through Work Zones*, unless the Vendor obtains a written waiver from the FDOT PM prior to commencement of project activity.
4. No FDOT permit will be required to conduct these landscape improvements or any associated work within state right of way under this Agreement. The Florida Department of Transportation is not required to obtain any county or local agency tree removal or relocation permits. The Vendor shall notify the jurisdictionally appropriate FDOT Operations Center at least seventy two (72) hours prior to the commencement of any work performed on Florida Department of Transportation property. The Vendor shall provide the designated FDOT contact at the appropriate Operations Center

identified in the LOA Estimate Request letter, the dates, locations, extent of said work and any associated maintenance of traffic plan for review.

Contact information is as follows:

- a) Broward County: Broward Operations Center (954) 776-4300
- b) Palm Beach County: Palm Beach Operations Center (561) 432-4966
- c) Martin, St. Lucie, and Indian River County: Treasure Coast Operations Center (772) 465-7396

5. The planting plan documents, as provided by the FDOT PM, will specify the species, size and quantity of landscape material. All designated sizes are to be considered minimums. All plant material shall be installed as, and continuously maintained as, Florida #1 condition or better as defined by the most current edition of the Florida Department of Agriculture Division of Plant Industry *Grades and Standards for Nursery Plants* until acceptance and throughout the Establishment Period. It is the Vendor's responsibility to install all landscape improvements per plans and to immediately report any inconsistencies to the FDOT PM. In the event that there is an issue with availability of the specified plant material with respect to the quantity, quality or size, the Vendor shall notify the FDOT PM who shall provide written instructions on how to resolve the matter. The FDOT PM must be notified in advance of installation and reserves the right to inspect plant material upon delivery and reject any unsatisfactory material.

6. All planting sites shall be prepared in accordance with the Florida Department of Transportation *Attachment Index 544 - Design Standards*, (hereinafter referred to as *Index 544*) unless otherwise directed by the FDOT PM. In addition, a pre-emergent herbicide shall be applied to the planting beds before installation of any plant material, excluding sod installation.

7. Existing soil backfill shall be utilized in all proposed planting beds per Index 544 – Design Standards, Exhibit "D" - Landscaping Specifications included herein, and Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*. Unless replacement soil is specified on the plans, it is the Vendor's responsibility to determine if the existing soil is suitable for plant establishment during their preliminary evaluation of site conditions. If it is determined that the existing soil is not suitable, the Vendor must notify the FDOT PM and the appropriate FDOT Operations Center. If the FDOT Operations Center wishes to retain the excavated material, the Vendor shall transport the cited material, at his expense, to the FDOT Operations Center. If the FDOT Operations Center does not want the referenced excavated material it shall be the responsibility of the Vendor, at his expense, to dispose of it in accordance with all applicable Federal, State, and Local laws, procedures, standards, and guidelines.

8. All landscape improvements installed under the auspices of this Agreement shall be warranted for one year also called the establishment period and shall be maintained in accordance with sound horticultural practices as prescribed by Index 544 – Design Standards, Landscape Specification SS58000000PB Exhibit "D" - Landscaping Specifications included herein and Section 120, Florida Department of Transportation *Standard Specifications for Road and Bridge Construction*, and ANSI A300 Part 1 and Z133.1. At the end of the one year Establishment Period, all plant material shall be established in accordance with the aforementioned Sections. Establishment Period activities shall include litter removal, pruning, mowing, weeding, watering, mulch replenishment, any necessary planting, fertilization, IPM implementation and the maintenance and removal of staking and guying materials immediately prior to the final inspection. Any installed or modified irrigation systems must be maintained in a fully functional condition throughout the Establishment Period and at final turn over to the maintaining agency. For all hardscape activities, the Vendor shall ensure a pristine condition as when initially accepted by the FDOT PM throughout the one year period.

9. Since plant material must be properly faced for aesthetic appeal and in consideration of the adjacent surroundings, the FDOT PM reserves the right to monitor the installation of all material and provide guidance as to its placement in order to accomplish the design intent.

10. Mulch installation and maintenance shall comply with the requirements as specified in Exhibit "D" - Landscaping Specifications - Landscaping Specifications - Landscaping Specifications, and Index 544 – Design Standards. Prior to the installation of mulch, planting beds shall be prepared per Index 544 – Design Standards and all undesirable vegetation and non-organic materials removed. All planting sites shall be kept mulched and in weed and litter free condition throughout the one year Establishment Period. The use of cypress mulch, recycled tire or other rubber shreds, or colored/dyed mulch is prohibited. Only bagged, sterile mulch is permitted.

11. All trees and palms shall be staked and guyed in accordance with Index 544 – Design Standards. All staking and guying shall be periodically inspected by the Vendor and shall be maintained and/or repaired in a secure condition throughout the Establishment Period. All staking and guying shall be removed at the end of the Establishment Period by the Vendor (unless otherwise directed in writing by the FDOT PM.)

12. The Vendor shall apply a 100% organic, slow-release granular nutrient palm special fertilizer with required micro-nutrients or a specific blend that the Vendor determines more suitable to achieve Florida #1 condition to all plant material. The Vendor is responsible for any fertilization that may be necessary following installation

and throughout the Establishment Period to maintain the plant material in Florida #1 condition. Plant material shall be fertilized immediately prior to the expiration of the one year period unless otherwise directed in writing by the FDOT PM.

13. All newly installed or relocated plant material shall include the cost of watering throughout the Establishment Period. Application of water by the Vendor to plant material shall be required from installation, throughout the Establishment Period to ensure Florida #1 condition or better. All watering of plant material shall comply with all current Federal, State, and Local laws, procedures, standards, and guidelines. Watering activities shall be conducted during off peak traffic hours (9 a.m. thru 4 p.m.) and with no overspray onto the roadway. Watering shall be applied in a manner that does not damage plants, their root system or disturb the mulch bed around each plant.

14. The Vendor shall conduct sod installation and establishment in accordance with Florida Department of Transportation *Standard Specifications for Road and Bridge Construction* (hereinafter referred to as Section 570). The contract plan shall define the species type and limits for all proposed sod areas. It is the Vendor's responsibilities to field verify existing species type of sod and required sod quantities provided on plans and report any discrepancies to the FDOT PM. Watering and fertilization for sod establishment shall be in accordance with Section 570. All newly installed sod shall include the cost of watering throughout the Establishment Period unless otherwise specified in writing. Sod shall be fertilized in accordance to Section 570.

15. The Establishment Period shall commence on the date that the project is initially approved and accepted by the FDOT PM. Notification of initial approval and acceptance will be provided to the Vendor in writing by the FDOT PM. If the project is deemed unacceptable, the FDOT PM will prepare a punch list describing all deficiencies. The Vendor shall provide a written acknowledgment of receipt of the punch list and a schedule of remedial action within three (3) days and correct all project deficiencies within ten (10) days of receipt of the punch list. Deviations from the cited timing constraints must be previously coordinated and approved in writing by the FDOT PM. The Establishment Period will not begin until the project is re-inspected and approved and accepted by the FDOT PM. Throughout the Establishment Period any plant material determined by the FDOT PM to not be in Florida #1 condition, or not meet specifications as delineated in Exhibit "D" - Landscaping Specifications, shall be replaced at no additional cost to FDOT within ten (10) days of notification. See Exhibit "B" – Method of Compensation, Penalties. The Establishment Period will be extended an additional 180 days from the date of inspection approval and acceptance for any and all replacement plant material. If this occurs within 180 days of the expiration of this Agreement, an extension signed by the parties will be necessary to have the vendor paid.

16. Upon commencement of installation and throughout the Establishment Period, the VENDOR shall be responsible for removing and/or treating any undesirable vegetation within the project limits by such methods as: hand removal, mechanical removal, and/or selective herbicide application (with written approval from the FDOT PM). If herbicide is to be used, the herbicide applicator shall possess a current Commercial Pesticide Applicator License with a Right of Way Pest Control endorsement issued by the State of Florida Department, Agriculture and Consumer Services. The Vendor, at his cost, shall remove, transport, and dispose of the removed undesirable vegetation (which occupies and would otherwise preclude intended plant installation at specified locations) in an approved manner that will not encourage re-infestation and shall comply with all current Federal, State, and Local laws, procedures, standards, and guidelines.
17. Upon commencement of installation and throughout the one year Establishment Period, the Vendor shall be responsible for the prevention, control, and abatement of any erosion issues or pollution sources in accordance with the National Pollutant Discharge Elimination System (NPDES) Stormwater Pollution Prevention Plan and Sediment and Erosion Control Plan.
18. The Vendor is responsible for restoring any and all self created damage to any property during project activities at their expense. Existing desirable plant material shall be protected in accordance with Index 544 – Design Standards and replaced if it has been damaged as a result of the Vendor's activities. All damaged plants shall be replaced with like-sized plants of the same species at the Vendor's expense. Pre-existing damage shall be photographically documented and brought to the attention of the FDOT PM prior to project commencement.
19. The Vendor shall be responsible for any minor modifications and/or repairs to existing irrigation system as associated with the installation of plant material and to ensure full establishment of the plant material. Irrigation installation and maintenance activities shall conform to the standards set forth by the Florida Irrigation Society (FIS) latest edition of *Standards and Specifications for Turf and Landscape Irrigation Systems*. The Vendor shall be required to conduct a pre-construction irrigation system evaluation to determine the extent of any possible modifications and for the purposes of providing a cost estimate for individual component costs as listed in Exhibit "C" - Price Proposal. Exploratory field work associated with this evaluation is to be billed as direct labor as defined in Exhibit "C" – Price Proposal. A complete irrigation system installation or more substantial improvements as required at the discretion of the FDOT PM is considered a Non-Rate Unit Item. Refer to Exhibit "B" – Method of Compensation for method of payment of Non-Rate Unit Items.
20. At the request of the FDOT PM the Vendor shall supply, at no additional cost, complete "As Built" plans for any designated plant or irrigation system installation projects or modifications thereof. The plans shall be provided in a retrievable digital format.

21. All hardscape shall be installed and maintained in strict accordance with the most current edition of the *Florida Accessibility Code for Building Construction*, the *Florida Department of Transportation Standard Specifications for Road and Bridge Construction* and the *Interlocking Concrete Pavement Institute (ICPI)*.
22. A project schedule shall be submitted within three (3) days of issuance of the Letter of Authorization to the FDOT PM for approval prior to commencement of work. Any deviations from the schedule must be approved in writing by the FDOT PM. Unless previously approved in writing by the FDOT PM, all project activities must be completed within a minimum of thirty (30) calendar days from receipt of the Letter of Authorization.
23. Time is of the essence with respect to this Agreement's work product, therefore, all work or other obligations hereby agreed to be performed by the Vendor shall be performed in accordance with the Vendor's accepted project schedule. The Vendor will be assessed a forfeiture for failure to provide, or late delivery of, work products or requested corrections to all work products. Such deductions will be calculated and adjustments made to approved invoice payments as provided in Exhibit "B" - Method of Compensation, Penalties.

B. LANDSCAPE VENDOR SERVICES – TREE AND PALM RELOCATION SERVICES

The Vendor shall be responsible for providing the services of a Landscape VENDOR who is experienced and skilled in all aspects of the relocation of trees and palms. Relocation activities shall be conducted in accordance with sound arboricultural standards as established by the ISA and ANSI A300 and Z133.1. Any deviation from these standards must be approved in writing by the FDOT PM prior to the commencement of any relocation activities.

1. The Vendor is responsible for the investigation and verification of existing site conditions at both the donor and the recipient relocation sites prior to signing the associated LOA. The FDOT PM shall be notified immediately if any inconsistencies with the Department provided plans are discovered in the field.
2. The Vendor is required to locate and clear/relocate as required for installation all utilities within the project in accordance with state statute, in advance of any excavation work, including installation, removal or relocation of any landscape material. Any work performed within the minimum approach distance of energized powerlines must be conducted by Occupational Safety and Health Administration (OSHA) qualified line clearing personnel. The Vendor shall provide written documentation certifying that all line clearing personnel have received training in and are thoroughly knowledgeable in OSHA regulation 1910.129.

3. The Vendor shall be responsible for the development, implementation and supervision of traffic control plans and required maintenance of traffic (MOT). All activities, including landscape improvements, installation and maintenance activities on the state right of way performed under this FDOT Agreement requires a work zone traffic control plan in accordance with *Manual on Uniform Traffic Control* (MUTCD) and Index 600 Series of the *FDOT Design Standards, Traffic Control through Work Zones*, unless the VENDOR obtains written approval from the FDOT PM.

4. No FDOT permit will be required to conduct landscape improvements or any associated work within state right of way under this FDOT Agreement. The Florida Department of Transportation is not required to obtain any county or local agency tree removal or relocation permits. The Vendor shall notify the appropriate FDOT Operations Center at least seventy two (72) hours prior to the commencement of any work performed on Florida Department of Transportation property. The Vendor shall provide the designated FDOT contact at the appropriate Operations Center which is identified in the LOA Estimate Request letter the dates, locations, extent of said work and any associated maintenance of traffic plan for review.

Contact information is as follows:

- a) Broward County: Broward Operations Center (954)776-4300
- b) Palm Beach County: Palm Beach Operations Center (561) 432-4966
- c) Martin, St. Lucie, and Indian River County: Treasure Coast Operations Center (772) 465-7396

5. Any trees or palms relocated under the auspices of this Agreement shall be warranted for a period of one year from date of approval and acceptance. The existing condition of any trees or palms to be relocated shall be photographically documented by the Vendor prior to relocation. Said photographs shall be immediately transmitted to the FDOT PM. All trees and palms must be maintained in a manner equal to or better than its condition prior to relocation throughout the Establish Period unless a written waiver is obtained from the FDOT PM.

6. Prior to commencement of the work, the Vendor must submit the proposed method for which the tree or palm will be relocated to the FDOT PM for approval.

7. Trees to be relocated shall be root pruned for a duration according to species type and as determined appropriate by the Vendor and approved by the FDOT PM to ensure viability during the relocation process unless the Vendor obtains a written waiver from the FDOT PM. Root pruning shall be conducted according to sound arboricultural standards as defined by the ISA and ANSI A300, Part 1 and Z133.1 prior to relocation. If at any time these referencing entities conflict, said conflict shall immediately be brought to the attention of the FDOT PM who will make the final decision as to which entity shall take precedence.

8. Pruning of canopies may be required to ensure viability during the relocation process or to accommodate maximum width requirements for transportation of oversize loads. Approval by the FDOT PM must be received prior to performing any canopy pruning of a relocated tree. All pruning is to be completed under the direction of an ISA Certified Arborist qualified in accordance with this agreement and in accordance with ANSI A300, Part 1 and Z133.1 and *ISA Pruning Standards for Shade Trees*, latest edition.

9. Relocation of large trees, which is defined as trees with a Diameter at Breast Height (DBH) greater than eight (8) inches, may be subcontracted out to a tree relocation company who has demonstrated a history of the successful relocation of viable large trees. References by any subcontracted company must be submitted to the FDOT PM. Said references shall include photos of at least three (3) tree relocation projects successfully completed by the sub-vendor occurring within the last five years and the project site addresses and the name and contact of the relocation requesting entity. This company must be approved by the FDOT PM prior to the commencement of any work. Relocation of any large tree must be directly supervised by an ISA Certified Arborist.

10. The cost of relocation includes the restoration of the donor site to reflect adjacent conditions and grade by the Vendor.

C. ISA CERTIFIED ARBORIST SERVICES

An Arborist who has been certified with the International Society of Arboriculture (ISA) a minimum of five (5) years and has a minimum of five (5) years field experience in the services listed below.

The ISA Certified Arborist shall be able to provide the following services:

1. Pruning and/or supervision of any pruning activities for landscape material installed, relocated, or existing on FDOT property. All pruning activities shall be in accordance with sound arboricultural practices as established by the ISA and ANSI A300, Part 1 and Z133.1.

2. For pruning activity within Broward County the ISA Certified Arborist must have a Class "A" Tree Trimmer License, as issued by Broward County.

3. Upon request by the FDOT PM the Certified Arborist shall provide evaluations of landscape material installed, relocated, or existing on FDOT property. Identify and recommend corrective treatment of plant pests, diseases, and nutritional deficiencies using Integrated Pest Management (IPM) principles. The evaluation shall require written reports, photographs, grades, and an overall description of the condition of the plant material and location.

4. Upon request by the FDOT PM the Certified Arborist shall provide oversight of all relocation of large trees. For the purposes of this Agreement, large trees are defined as a tree with a DBH greater than (>) eight (8) inches.

5. Any work performed within the minimum approach distance of energized power lines must be conducted by Occupational Safety and Health Administration (OSHA) qualified line clearing personnel. Upon contract implementation, the VENDOR shall provide written documentation certifying that all line clearing personnel have received training in and are thoroughly knowledgeable of OSHA regulation 1910.129.

IV. LABOR CLASSIFICATIONS

The following job classifications have been defined by the DEPARTMENT

A. Project Manager – Shall have a minimum of five (5) years experience supervising landscape improvements and contract management experience similar to the services described in this agreement. Activities will include managing the estimating and invoicing procedures, managing relationships with the Department, scheduling projects, supervising staff and training field supervisor and laborers, evaluation of project site conditions, overseeing project installation, scheduling projects, attendance at project coordination meetings and inspections when necessary. This person will be the main point of contact between the VENDOR and the FDOT PM.

B. Broward County Certified Tree Trimmer – Shall have a certificate of successful completion of the Class A training program as provided by Broward County Extension Education. One trained person per job site is required during any pruning.

C. Field Supervisor - Shall have a minimum of five (5) years of experience supervising landscape improvement projects similar to the services as described in this Scope of Services. Must have advanced knowledge of plant species found in Florida (including native, exotic and invasive). Must have OSHA regulation 1910.129 training. Must have the ability to read and interpret landscape plans, and to verbally communicate with FDOT staff in the field. Activities will include: implementation of MOT activities, supervision of labor crews and, when requested, attendance at field inspections with FDOT staff.

D. Licensed Herbicide Applicator – Shall have a valid Commercial Pesticide Applicator's license from the Florida Department of Agriculture and Consumer Services (FDACS) with a Right of Way pest control endorsement. Aquatics certification is also required.

V. DEPARTMENT RESPONSIBILITIES

The Florida Department of Transportation will furnish any or all of the following items as appropriate, for performance of the required services.

A. All available roadway plans, landscape plans, bridge plans, right of way maps, studies and other available information pertinent to the subject. (It should be noted that release of any FDOT plan shall be in compliance with the Homeland Security Act.)

- B. Aerial photography, if available.
- C. Provide general stratagems and guidelines of the Department to be used in the fulfillment of this Agreement. Objectives, constraints, budgetary limitations and time constraints will be defined solely by the FDOT PM.
- D. Conduct inspections of project progress upon written request by Vendor and quarterly throughout the Establishment Period. An initial inspection will be conducted prior to final project acceptance and release of the Vendor from warranty work and responsibility. A project schedule will be provided for inspections upon notification of project completion from the Vendor.

VI. BEGINNING AND LENGTH OF SERVICES

Services to be provided by the Vendor under this agreement will be initiated and completed as directed by the FDOT PM for each project assigned under this agreement. Individual projects shall be assigned by a Letter of Authorization for a period of sixty (60) months from the date of this agreement plus extensions, if applicable.

The Department may terminate this Agreement with a thirty (30) day written notice. Any project previously authorized by a Letter of Authorization under the terms of this Agreement shall be completed and the Department shall compensate the Vendor in accordance with Paragraph 6.0 of the Contractual Service Agreement for services rendered up to the time of such abandonment cancellation, or suspension by the Vendor. Exceptions to this obligation to completion are if the Department causes abandonment, cancellation, or suspension of this Agreement, or part thereof or the work there under.

VII. REFERENCES

This reference list is provided as a courtesy. Please note that this list may not contain the most current websites. It is the Vendors responsibility to access the most current governing standards and specifications.

Florida Statutes and Administrative Code

Florida Administrative Code, Rule Chapter 14-40

14-40.003 Highway Landscape Projects

<https://www.flrules.org/gateway/RuleNo.asp?ID=14-40.003>

FDOT Policies and Procedures

Highway Landscape, Beautification, and Plan Review Procedure

Topic Number: 650-050-001

<http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/650050001.pdf>

Environmental Policy

Topic Number: 000-625-001

<http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/000625001.pdf>

Highway Beautification

Topic Number: 000-650-011

<http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/000650011.pdf>

Context Sensitive Solutions

Topic Number: 000-650-002

<http://www2.dot.state.fl.us/proceduraldocuments/procedures/bin/000650002.pdf>

Voluntary Code of Conduct for Invasive Plant Species

<http://www.dot.state.fl.us/emo/beauty/2nd%20Edition%20FDOT%20Adopted%20Voluntary%20Codes%20of%20Conduct.pdf>

FDOT Specifications, Standards and Manuals

Florida Department of Transportation, *Standard Specifications for Road and Bridge Construction*

Section 580 – Landscape Installation - See Exhibit "D" - Landscaping Specifications

Florida Department of Transportation, *Design Standards*

Index 544 – Landscape Installation

<http://www.dot.state.fl.us/rddesign/DS/15/IDx/00544.pdf>

Florida Department of Transportation, *Design Standards*

Index 546 – Sight Distance at Intersections

<http://www.dot.state.fl.us/rddesign/DS/15/IDx/00546.pdf>

Florida Department of Transportation, *Design Standards*

Index 700 – Roadway Offsets

<http://www.dot.state.fl.us/rddesign/DS/15/IDx/00700.pdf>

Florida Department of Transportation *Drainage Manual, Handbook and Design Aids:*

<http://www.dot.state.fl.us/rddesign/dr/Manualsandhandbooks.shtml>

Florida Department of Transportation, *Maintenance Rating Program Handbook*

<http://www.dot.state.fl.us/statemaintenanceoffice/MaintRatingProgram.shtml>

Florida Department of Transportation, *Maintenance Rating Program Standards*

<http://procnet.co.dot.state.fl.us/procedures/current/850065002.pdf>

Florida Department of Transportation *Utility Accommodation Manual (UAM):*

<http://www.dot.state.fl.us/rddesign/utilities/UAM.shtml>

The Florida Greenbook

<http://www.dot.state.fl.us/rddesign/FloridaGreenbook/FGB.shtml>

Guide to Roadside Mowing and Guide to Turf Management, available for purchase
<http://infonet.dot.state.fl.us/SupportServicesOffice/plist.htm>

Plans Preparation Manual, Volume I
Chapter 9 - Landscaping
<http://www.dot.state.fl.us/rddesign/PPMManual/2014/Volume1/Chap09.pdf>

Plans Preparation Manual, Volume II
Chapter 26 – Landscape Plans
<http://www.dot.state.fl.us/rddesign/PPMManual/2014/Volume2/V2Chap26.pdf>

General References

Accessible Sidewalk Videos (ADA)
<http://www.access-board.gov/news/sidewalk-videos.htm>

Americans with Disabilities Act (ADA) (ADAAG)
http://www.ada.gov/2010ADASTandards_index.htm

Florida Department of Agriculture and Consumer Services, Division of Plant Industry, *Florida Grades and Standards for Nursery Plants*
<http://www.doacs.state.fl.us/pi/pubs.html>

Florida Exotic Pest Plant Council
Invasive Plant List
<http://www.fleppc.org/list/list.htm>

Florida Irrigation Society
<http://www.fisstate.org>

Florida Power and Light (FPL)
Plant the Right Tree in the Right Place
http://www.fpl.com/residential/trees/right_tree_right_place.shtml

Florida State Transportation Landscape Architect Homepage
www.MyFloridaBeautiful.com

Interlocking Concrete Pavement Institute (ICPI)
<http://www.icpi.org/>

International Society of Arboriculture (ISA)
www.isa-arbor.com

PEDDS Electronic Data Delivery System
<http://www.dot.state.fl.us/ecso/downloads/publications/applications/pedds/default.shtm>

UF IFAS: Urban Forest Hurricane Recovery Program Series

http://edis.ifas.ufl.edu/topic_series_urban_forest_hurricane_recovery_program

UF IFAS: *Selecting Tropical and Subtropical Tree Species for Wind Resistance*

<http://edis.ifas.ufl.edu/pdffiles/FR/FR17500.pdf>

UF IFAS: *Assessing Damage and Restoring Trees after a Hurricane*

<http://edis.ifas.ufl.edu/pdffiles/ep/ep29100.pdf>

U.S. Department of Transportation, Federal Highway Administration, *Manual on Uniform Traffic Control Devices*

<http://www.mutcd.fhwa.dot.gov>

Outdoor Advertising

Florida Statutes

Chapter 479.106 Outdoor Advertising - Vegetation management

http://www.leg.state.fl.us/statutes/index.cfm?mode=View%20Statutes&SubMenu=1&App_mode=Display_Statute&Search_String=479.106&URL=0400-0499/0479/Sections/0479.106.html

Rule Chapter 14-40, Florida Administrative Code

14-40.030 Vegetation Management at Outdoor Advertising Signs

<https://www.flrules.org/gateway/ruleNo.asp?id=14-40.030>

FDOT Office of Right of Way

<http://www.dot.state.fl.us/rightofway/VegetationMgmtInformation.shtm>

Outdoor Advertising Database

<http://www2.dot.state.fl.us/rightofway/>

"SAMPLE"
EXHIBIT "B"
METHOD OF COMPENSATION
DISTRICTWIDE GENERAL LANDSCAPE SERVICES

1.0 PURPOSE:

This Exhibit defines the limits and method of compensation to be made to the Vendor for services set forth in Exhibit "A" and the method by which payment shall be made.

2.0 ASSIGNMENT OF WORK:

The Department shall request Vendor Services on an as-needed basis. Services to be provided on each project will be initiated and completed as directed by the Florida Department of Transportation (FDOT) Project Manager or Designee, hereinafter referred to as the *FDOT PM*. A "Letter of Authorization" (LOA) will be issued for each project scheduled. . No LOA's for plant material involving an establishment period shall be issued preceding One (1) year before the expiration of the contract to allow for payment during the establishment period.

3.0 COMPENSATION:

The total of all authorizations shall not exceed a Maximum Limit of **\$2,000,000.00**

This is a Term Contract for an Indefinite Quantity whereby the Vendor agrees to furnish services during a prescribed period of time. The specific period of time completes such a contract. The Department, based on need and availability of budget, may increase or decrease the Maximum Limit by Amendment. Execution of this Agreement does not guarantee that any work will be authorized.

Funded Services (Financial Project Number see below):

A Letter of Authorization shall be provided to the Vendor for each assignment given for Funded Services up to a Maximum Amount Made up of:

Financial Project Number 411948-9-52-01

\$250,000.00 from Fiscal Year 14/15

(The Fiscal Year is defined as July 1, 2014 – June 30, 2015)

Letters of Authorization (LOA) shall not be issued in excess of the available prior and current fiscal year amount(s) without an approved amendment to increase the maximum limit and an approved encumbrance.

Funds will not become available until the beginning of each Fiscal Year in July.

Unfunded Services (Various Project Numbers):

A Letter of Authorization (LOA) and an approved encumbrance shall be provided to the Vendor for each assignment given for the Unfunded Services up to the Maximum Amount of **\$1,750,000.00**. Funds shall be encumbered prior to the issuance of the Letter of Authorization (LOA). No work shall begin on these services until the Vendor receives an approved encumbrance.

NOTE: Each Letter of Authorization (LOA) shall state whether the project will be paid for under Funded Services or Unfunded Services and will list the balance of the funds for each service.

The Vendor shall not start work or be paid for work performed prior to receiving a signed Letter of Authorization (LOA).

No Letter of Authorization shall exceed the Maximum Limit of the Agreement without an executed amendment.

4.0 ESTABLISHMENT OF LETTER OF AUTHORIZATION AMOUNT:

For each "Letter of Authorization" (LOA) the Vendor, following the Scope of Services as set forth in *Exhibit "A" – Scope of Services*, shall prepare an estimate of work and price based on the rates established in *Exhibit "C" – Price Proposal*, and allowable expenses. Once an acceptable Maximum Amount has been agreed upon by the Vendor and the FDOT PM, a LOA shall be issued by the FDOT PM. All work authorizations shall be completed within the term of this Agreement.

Each LOA issued by the FDOT PM shall serve as a formal Notice To Proceed (NTP) and will establish a time period for project installation and completion for the particular LOA being issued.

No work shall commence prior to the issue date of the LOA.

5.0 PROGRESS PAYMENTS:

The Vendor may submit monthly invoices (3 copies) in a format acceptable to the Department, plus supporting documentation required by the Department. For the satisfactory performance of the services detailed in each LOA, the Vendor shall be paid up to the Maximum Amount of each Authorization. Payment shall be made at the unit rates established in *Exhibit "C" – Price Proposal*, for services provided, as approved by the FDOT PM. The contract hourly billing rates shall include the costs of salaries, overhead, fringe benefits and operating margin. **Payment for items not listed on *Exhibit 'C' – Price Proposal* shall be made on the basis of actual allowable cost incurred as authorized and approved by the FDOT PM.**

The invoice shall include documentation of man-hours provided and itemization of costs incurred (including receipts). The Vendor shall keep daily reports of all personnel and equipment on each project for review by the FDOT PM. These daily reports will be used as supporting documentation for projects using hourly rates and/or non-rate unit items.

The Vendor shall submit invoices for each authorized project by the percentages below:

- Up to 60% of the total project cost will be paid upon written acceptance of the initial work completed.
- Up to 40% of the total project cost will be paid during the one (1) year establishment period upon written acceptance of the establishment period inspections.

Invoices shall be submitted to the address below or hand delivered.

Florida Department of Transportation
ATTN: FDOT PM-District Landscape Architect
Landscape Architecture Unit
3400 West Commercial Boulevard
Fort Lauderdale, Florida 33309

The Vendor has certified that 0 % MBE utilization would be achieved for this contract. If MBE utilization was certified by the Vendor, an MBE payment certification form shall be submitted with each invoice to verify the MBE utilization.

6.0 PENALTIES:

Should the Contractor fail to timely and satisfactorily perform any remedial work associated with landscaping during the establishment period, the Department may reduce the payments scheduled during the establishment period by a deduction of 0.11% per calendar day of the remaining establishment amount.

7.0 DETAILS OF UNIT RATES:

Details of Unit Rates for the performance of the Vendor's services set forth in *Exhibit "A" – Scope of Services* are contained in *Exhibit "C" – Price Proposal*, attached hereto and made a part hereof.

The FDOT agrees to compensate the Vendor for services performed under this Agreement in the following manner:

A. FDOT and the Vendor will agree as to the services to be performed, the manpower effort required for performance of service, and the compensation to be paid. The Vendor shall be compensated for each assignment or project authorization under this Agreement based on a Maximum Limiting Fee. The schedule of rates listed in the *Exhibit "C" – Price Proposal* shall be used for determining the Vendor's compensation, except for Non-Rate Unit Items.

B. A detailed budget shall be established for each project as part of a cost estimate that will determine the expected cost to complete the project. The itemized cost estimate shall include the anticipated hours needed for each Direct Labor Cost, the quantity, species, minimum size, and cost of all plant material, irrigation components, or other work products, and types of specialized equipment associated with the assigned activities.

C. Field adjustments found to be needed that were not on the original cost estimate may be utilized provided the Maximum Limiting Fee in the corresponding Letter of Authorization is not exceeded and the FDOT PM gives prior written approval. The FDOT PM will provide written authorization for any agreed upon adjustments as soon as practicable.

D. NON-RATE ITEMS:

Unit items necessary for assigned work activities not listed in *Exhibit "C" – Price Proposal*, are considered Non-Rate Unit Items and shall be paid for at cost. To establish the cost, the Vendor must obtain at least three (3) quotes, if possible, and use the lowest quote for any Non-Rate Unit Item cost. Any labor associated with the installation of the Non-Rate Unit Items, except for plant material, will be paid for separately using the Direct Labor costs listed in *Exhibit "C" – Price Proposal*. Any plant material considered a Non-Rate Unit Item shall have an installation and establishment period add-on of 2.5 times the lowest plant cost approved by the FDOT PM and in accordance with *Exhibit "A" - Scope of Services*. The Vendor shall be asked to present the quotes in writing for FDOT records. All Non-Rate Unit Items must be approved by the FDOT PM prior to the issuance of the LOA.

8.0 TANGIBLE PERSONAL PROPERTY:

This contract does not involve the purchase of Tangible Personal Property, as defined in the Florida Statutes, Chapter 273, F.S.

EXHIBIT "C"
PRICE PROPOSAL
DISTRICTWIDE GENERAL LANDSCAPE SERVICE

DIRECT LABOR

Direct Labor Rates are to be used for activities described in the Scope of Services which are not provided for in the Landscape Service Rates listed in Exhibit C, pages C-3 to C-12. Hourly rates to include the cost of salaries, overhead, fringe benefits, and operating margin. There will be no additional payment, other than the hourly rate for overtime. All cost for Quality Assurance/Quality Control and Accounting/Financial Management are overhead and are not billable. All Direct Labor Rates also apply to sub-consultants.

<u>CLASSIFICATION</u>	<u>HOURLY RATE</u>	<u>FREQUENCY MULTIPLIER</u>	<u>TOTAL PRICE</u>
Project Manager	\$ 75	50	\$ 3,750
Senior Certified Arborist Consultant	\$ 100	20	\$ 2,000
Licensed Herbicide Applicator	\$ 50	20	\$ 1,000
Certified Arborist/Tree Trimmer	\$ 65	40	\$ 2,600
Field Supervisor	\$ 50	20	\$ 1,000
Laborer	\$ 30	80	\$ 2,400
Off-Duty Law Enforcement Officer (w/markd patrol car)	\$ 75	10	\$ 750
TOTAL FOR DIRECT LABOR			\$ 13,500.00

 **ORIGINAL**

EXHIBIT "C"
PRICE PROPOSAL
DISTRICTWIDE GENERAL LANDSCAPE SERVICE

PLANT MATERIAL - TREES, PALMS, SHRUBS, AND GROUND COVER:

Individual plant costs shall include: the cost of invoicing; a field supervisor; all labor, material and equipment necessary for installation; travel; minor maintenance of traffic (for the purposes of this Agreement, minor maintenance of traffic is defined as no required lane closure and when only an advance warning sign is required); mobilization and demobilization; staking and guying; watering; pre-emergent herbicide; fertilizing; mulching; periodic inspections; and maintenance of the planting site throughout the 365-day establishment period. Installation and maintenance of plant material throughout the 365 day establishment period shall be per the Exhibit "A" - Scope of Services.

<u>ITEM</u>	<u>UNIT</u>	<u>PRICE</u>	<u>FREQUENCY</u> <u>MULTIPLIER</u>	<u>TOTAL PRICE</u>
1 Acoelorrhaphe wrightii				
a. Field grown OA	\$/foot	\$ 90	5	\$ 450.00
2 Acer rubrum				
a. 25 gallon	each	\$ 225	5	\$ 1,125.00
b. Field grown	\$/foot	\$ 30	20	\$ 600.00
3 Acrostichum danaeifolium				
a. 1 gallon	each	\$ 15	5	\$ 75.00
b. 3 gallon	each	\$ 30	5	\$ 150.00
4 Agave spp.				
a. 7 gallon	each	\$ 75	5	\$ 375.00
b. 15 gallon	each	\$ 100	5	\$ 500.00
c. 25 gallon	each	\$ 200	5	\$ 1,000.00
5 Annona glabra				
a. 7 gallon	each	\$ 75	5	\$ 375.00
b. 15 gallon	each	\$ 125	20	\$ 2,500.00
6 Arachis glabrata				
a. 1 gallon	each	\$ 10	20	\$ 200.00
7 Begonia odorata				
a. 3 gallon	each	\$ 25	5	\$ 125.00
8 Bismarckia nobilis 'silver'				
1 5'-6' tall OA	each	\$ 300	5	\$ 1,500.00
b. 7'-8' tall OA	each	\$ 500	5	\$ 2,500.00
c. 8-14' tall OA	\$/foot	\$ 90	20	\$ 1,800.00
d. >14' tall OA	\$/foot	\$ 80	5	\$ 400.00
1 Bougainvillea spp. (shrub)				
a. 3 gallon	each	\$ 30	5	\$ 150.00
b. 7 gallon	each	\$ 50	5	\$ 250.00
9 Bromeliad spp.				
a. 6" pot	each	\$ 15	5	\$ 75.00
b. 3 gallon	each	\$ 30	5	\$ 150.00
c. 7 gallon	each	\$ 50	5	\$ 250.00
10 Bulnesia arborea				
a. 25 gallon	each	\$ 300	5	\$ 1,500.00
b. Field grown	\$/foot	\$ 30	20	\$ 600.00

EXHIBIT "C"
PRICE PROPOSAL
DISTRICTWIDE GENERAL LANDSCAPE SERVICE

	<u>ITEM</u>	<u>UNIT</u>	<u>PRICE</u>	<u>FREQUENCY MULTIPLIER</u>	<u>TOTAL PRICE</u>
11	Bursera simaruba				
a.	25 gallon	each	\$ 300	5	\$ 1500.00
b.	Field grown	\$/foot	\$ 30	20	\$ 600.00
12	Butia capitata				
a.	15 gallon, 4'-5' tall OA	each	\$ 150	5	\$ 750.00
b.	25 gallon, 5'-6' tall OA	each	\$ 250	5	\$ 1,250.00
c.	Field grown, 6'-10' tall OA	\$/foot	\$ 45	20	\$ 900.00
d.	Field grown, >10' tall OA	\$/foot	\$ 45	5	\$ 225.00
13	Caesalpinia granadillo				
a.	25 gallon	each	\$ 400	5	\$ 2,000.00
b.	45 gallon	each	\$ 600	5	\$ 3,000.00
14	Callicarpa americana				
a.	3 gallon	each	\$ 30	5	\$ 150.00
b.	7 gallon	each	\$ 50	20	\$ 1,000.00
15	Callistemon 'Little John'				
a.	3 gallon	each	\$ 30	5	\$ 150.00
16	Canna flaccida				
a.	1 gallon	each	\$ 20	5	\$ 100.00
17	Capparis cynophallophora				
a.	3 gallon	each	\$ 30	5	\$ 150.00
b.	7 gallon	each	\$ 50	5	\$ 250.00
c.	15 gallon	each	\$ 125	5	\$ 625.00
18	Carissa spp.				
a.	3 gallon	each	\$ 30	5	\$ 150.00
19	Carpentaria acuminata (single trunk)				
a.	Field grown OA	\$/foot	\$ 30	5	\$ 150.00
20	Carpentaria acuminata (multi trunk)				
a.	Field grown OA	\$/foot	\$ 40	5	\$ 200.00
21	Chamaerops humilis				
a.	3 gallon	each	\$ 30	5	\$ 150.00
b.	7 gallon	each	\$ 50	5	\$ 250.00
c.	15 gallon	each	\$ 225	5	\$ 1,125.00
d.	Field grown OA	\$/foot	\$ 60	20	\$ 1,200.00
22	Ceiba speciosa				
a.	25 gallon	each	\$ 300	5	\$ 1,500.00
b.	100 gallon	each	\$ 1000	5	\$ 5,000.00
c.	Field grown	\$/foot	\$ 50	5	\$ 250.00
23	Chrysobalanus icaco 'Horizontal'				
a.	3 gallon	each	\$ 25	20	\$ 500.00
24	Chrysobalanus icaco 'Red-tip'				
a.	3 gallon	each	\$ 25	20	\$ 500.00
b.	7 gallon	each	\$ 50	20	\$ 1,000.00

EXHIBIT "C"
PRICE PROPOSAL
DISTRICTWIDE GENERAL LANDSCAPE SERVICE

	<u>ITEM</u>	<u>UNIT</u>	<u>PRICE</u>	<u>FREQUENCY MULTIPLIER</u>	<u>TOTAL PRICE</u>
25	Chrysophyllum oliviforme				
a.	25 gallon	each	\$ 300	20	\$ 6,000.00
b.	45 gallon	each	\$ 450	20	\$ 9,000.00
c.	Field grown	\$/foot	\$ 30	20	\$ 600.00
26	Clusia guttifera				
a.	3 gallon	each	\$ 20	20	\$ 400.00
b.	7 gallon	each	\$ 40	20	\$ 800.00
c.	15 gallon	each	\$ 125	20	\$ 2,500.00
27	Clusia guttifera 'Nana'				
a.	3 gallon	each	\$ 25	20	\$ 500.00
b.	7 gallon	each	\$ 50	20	\$ 1,000.00
28	Clusia rosea				
a.	7 gallon	each	\$ 25	5	\$ 125.00
b.	15 gallon	each	\$ 75	20	\$ 1,500.00
c.	25 gallon	each	\$ 150	20	\$ 3,000.00
d.	Field grown	\$/foot	\$ 50	20	\$ 1,000.00
29	Coccoloba diversifolia				
a.	25 gallon	each	\$ 250	20	\$ 5,000.00
b.	Field grown	\$/foot	\$ 50	20	\$ 1,000.00
30	Coccoloba uvifera				
a.	3 gallon	each	\$ 30	20	\$ 600.00
b.	7 gallon	each	\$ 50	20	\$ 1,000.00
c.	15 gallon	each	\$ 125	20	\$ 2,500.00
d.	25 gallon	each	\$ 200	20	\$ 4,000.00
e.	Field grown	\$/foot	\$ 40	20	\$ 800.00
31	Coccothrinax argentata				
a.	25 gallon	each	\$ 400	5	\$ 2,000.00
b.	Field grown OA	\$/foot	\$ 75	5	\$ 375.00
32	Coccothrinax miraguama				
a.	25 gallon	each	\$ 500	5	\$ 2,500.00
b.	Field grown OA	\$/foot	\$ 75	5	\$ 375.00
33	Cocos nucifera				
a.	8'-12' tall GW	each	\$ 1500	20	\$ 30,000.00
b.	>12'-18' tall GW	each	\$ 2500	20	\$ 50,000.00
c.	>18'-20' tall GW	each	\$ 3000	20	\$ 60,000.00
d.	>20' tall GW	\$/foot	\$ 150	20	\$ 3,000.00
34	Codiaeum spp.				
a.	3 gallon	each	\$ 30	20	\$ 600.00
b.	7 gallon	each	\$ 50	20	\$ 1,000.00

EXHIBIT "C"
PRICE PROPOSAL
DISTRICTWIDE GENERAL LANDSCAPE SERVICE

	<u>ITEM</u>	<u>UNIT</u>	<u>PRICE</u>	<u>FREQUENCY MULTIPLIER</u>	<u>TOTAL PRICE</u>
35	Conocarpus erectus				
a.	3 gallon	each	\$ 30	20	\$ 600.00
b.	7 gallon	each	\$ 50	20	\$ 1,000.00
c.	15 gallon	each	\$ 125	20	\$ 2,500.00
d.	25 gallon	each	\$ 250	20	\$ 5,000.00
e.	Field grown	\$/foot	\$ 30	20	\$ 600.00
36	Conocarpus erectus sericeus				
a.	3 gallon	each	\$ 30	20	\$ 600.00
b.	7 gallon	each	\$ 50	20	\$ 1,000.00
c.	15 gallon	each	\$ 125	20	\$ 2,500.00
d.	25 gallon	each	\$ 250	20	\$ 5,000.00
e.	Field grown	\$/foot	\$ 30	20	\$ 600.00
37	Cordia boissieri				
a.	25 gallon	each	\$ 300	5	\$ 1,500.00
38	Cordia sebestena				
a.	25 gallon	each	\$ 300	20	\$ 6,000.00
b.	Field grown	\$/foot	\$ 50	20	\$ 1,000.00
39	Coreopsis leavenworthii				
a.	1 gallon	each	\$ 20	5	\$ 100.00
40	Crinum spp.				
a.	7 gallon	each	\$ 50	20	\$ 1,000.00
b.	15 gallon	each	\$ 125	20	\$ 2,500.00
41	Crinum americanum				
a.	1 gallon	each	\$ 20	20	\$ 400.00
b.	3 gallon	each	\$ 30	20	\$ 600.00
42	Crinum augustum 'Queen Emma'				
a.	7 gallon		\$ 50	20	\$ 1,000.00
b.	15 gallon	each	\$ 125	20	\$ 2,500.00
43	Delonix regia				
a.	25 gallon	each	\$ 250	20	\$ 5,000.00
b.	Field grown	\$/foot	\$ 30	20	\$ 600.00
44	Dianella spp.				
a.	3 gallon	each	\$ 30	20	\$ 600.00
45	Dictyosperma album				
a.	25 gallon	each	\$ 500	20	\$ 10,000.00
b.	Field grown OA	\$/foot	\$ 50	20	\$ 1,000.00
46	Duranta spp.				
a.	3 gallon	each	\$ 30	20	\$ 600.00
b.	7 gallon	each	\$ 50	20	\$ 1,000.00

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<u>ITEM</u>	<u>UNIT</u>	<u>PRICE</u>	<u>FREQUENCY MULTIPLIER</u>	<u>TOTAL PRICE</u>
47 Dypsis decaryi				
a. 25 gallon	each	\$ 500	20	\$ 10,000.00
b. Field grown OA	\$/foot	\$ 50	20	\$ 1,000.00
48 Dypsis lutescens				
a. 25 gallon	each	\$ 500	20	\$ 10,000.00
b. Field grown OA	\$/foot	\$ 50	20	\$ 1,000.00
49 Eragrostis elliotii				
a. 3 gallon	each	\$ 30	5	\$ 150.00
50 Eugenia axillaris				
a. 3 gallon	each	\$ 30	5	\$ 150.00
b. 7 gallon	each	\$ 50	5	\$ 250.00
c. 25 gallon	each	\$ 250	5	\$ 1,250.00
51 Eugenia foetida				
a. 3 gallon	each	\$ 30	20	\$ 600.00
b. 7 gallon	each	\$ 50	20	\$ 1,000.00
c. 25 gallon	each	\$ 250	20	\$ 5,000.00
52 Eugenia rhombea				
a. 3 gallon	each	\$ 30	5	\$ 150.00
b. 7 gallon	each	\$ 50	5	\$ 250.00
c. 15 gallon	each	\$ 125	5	\$ 625.00
d. 25 gallon	each	\$ 250	5	\$ 1,250.00
53 Euphorbia milii				
a. 1 gallon	each	\$ 20	5	\$ 100.00
b. 3 gallon	each	\$ 30	5	\$ 150.00
54 Ficus microcarpa 'Green Island'				
a. 3 gallon	each	\$ 30	20	\$ 600.00
55 Ficus pumila				
a. 1 gallon	each	\$ 20	5	\$ 100.00
b. 3 gallon	each	\$ 30	5	\$ 150.00
56 Furcraea foetida				
a. 3 gallon	each	\$ 30	5	\$ 150.00
b. 7 gallon	each	\$ 50	5	\$ 250.00
c. 15 gallon	each	\$ 125	5	\$ 625.00
57 Gaillardia pulchella				
a. 1 gallon	each	\$ 20	20	\$ 400.00
58 Galphimia gracilis				
a. 3 gallon	each	\$ 30	5	\$ 150.00
59 Hamelia patens				
a. 3 gallon	each	\$ 30	20	\$ 600.00
b. 7 gallon	each	\$ 50	20	\$ 1,000.00

EXHIBIT "C"
PRICE PROPOSAL
DISTRICTWIDE GENERAL LANDSCAPE SERVICE

	<u>ITEM</u>	<u>UNIT</u>	<u>PRICE</u>	<u>FREQUENCY MULTIPLIER</u>	<u>TOTAL PRICE</u>
60	Hamelia patens 'Compacta'				
a.	3 gallon	each	\$ 30	20	\$ 600.00
61	Helianthus debilis				
a.	1 gallon	each	\$ 20	20	\$ 400.00
b.	3 gallon	each	\$ 30	20	\$ 600.00
62	Hymenocallis latifolia				
a.	3 gallon	each	\$ 30	20	\$ 600.00
63	Hyophorbe lagenicaulis				
a.	15 gallon	each	\$ 150	5	\$ 750.00
b.	25 gallon	each	\$ 300	5	\$ 1,500.00
c.	Field grown OA	\$/foot	\$ 50	20	\$ 1,000.00
64	Hyophorbe verschaffeltii				
a.	15 gallon	each	\$ 150	5	\$ 750.00
b.	25 gallon	each	\$ 300	5	\$ 1,500.00
c.	Field grown OA	\$/foot	\$ 50	20	\$ 1,000.00
65	Ilex x attenuata				
a.	25 gallon	each	\$ 250	20	\$ 5,000.00
b.	45 gallon	each	\$ 500	5	\$ 2,500.00
c.	Field grown	\$/foot	\$ 30	5	\$ 150.00
66	Ilex cassine				
a.	25 gallon	each	\$ 250	20	\$ 5,000.00
b.	45 gallon	each	\$ 500	20	\$ 10,000.00
c.	Field grown	\$/foot	\$ 30	20	\$ 600.00
67	Ilex cornuta spp.				
a.	7 gallon	each	\$ 50	5	\$ 250.00
b.	45 gallon	each	\$ 600	5	\$ 3,000.00
c.	Field grown	\$/foot	\$ 50	5	\$ 250.00
68	Ilex glabra				
a.	3 gallon	each	\$ 30	5	\$ 150.00
b.	7 gallon	each	\$ 50	5	\$ 250.00
69	Ilex vomitoria				
a.	3 gallon	each	\$ 30	20	\$ 600.00
b.	7 gallon	each	\$ 50	20	\$ 1,000.00
70	Ipomoea pes-caprae				
a.	1 gallon	each	\$ 20	5	\$ 100.00
71	Jatropha spp.				
a.	7 gallon	each	\$ 50	5	\$ 250.00
b.	15 gallon	each	\$ 150	5	\$ 750.00
c.	25 gallon	each	\$ 300	20	\$ 6,000.00

EXHIBIT "C"
PRICE PROPOSAL
DISTRICTWIDE GENERAL LANDSCAPE SERVICE

	<u>ITEM</u>	<u>UNIT</u>	<u>PRICE</u>	<u>FREQUENCY MULTIPLIER</u>	<u>TOTAL PRICE</u>
72	Jatropha integerrima 'Compacta'				
a.	3 gallon	each	\$ 30	5	\$ 150.00
b.	7 gallon	each	\$ 50	5	\$ 250.00
73	Juniperus chinensis spp.				
a.	3 gallon	each	\$ 30	20	\$ 600.00
b.	7 gallon	each	\$ 50	20	\$ 1,000.00
74	Juniperus conferta 'Blue Pacific'				
a.	3 gallon	each	\$ 30	20	\$ 600.00
75	Juniperus virginiana silicicola				
a.	15 gallon	each	\$ 150	5	\$ 750.00
b.	30 gallon	each	\$ 300	5	\$ 1,500.00
c.	Field grown	\$/foot	\$ 30	20	\$ 600.00
76	Lagerstroemia spp. (standard)				
a.	15 gallon (6'-8' height)	each	\$ 150	5	\$ 750.00
b.	25 gallon (8'-10' height)	each	\$ 300	20	\$ 6,000.00
c.	30 gallon (10'-12' height)	each	\$ 350	20	\$ 7,000.00
d.	45 gallon (12'-14' height)	each	\$ 500	20	\$ 10,000.00
e.	Field grown OA	\$/foot	\$ 30	20	\$ 600.00
77	Lagerstroemia spp. (multi-trunk)				
a.	15 gallon (6' - 8' height) ML	each	\$ 200	5	\$ 1,000.00
b.	25 gallon (8'-10' height) ML	each	\$ 400	20	\$ 8,000.00
c.	45 gallon (10' - 12' height) ML	each	\$ 600	20	\$ 12,000.00
d.	Field grown OA	\$/foot	\$ 30	20	\$ 600.00
78	Lantana depressa				
a.	1 gallon	each	\$ 20	20	\$ 400.00
79	Livistona decora (aka Livistona decipens)				
a.	Field grown OA	\$/foot	\$ 90	20	\$ 1,800.00
80	Livistonia rotundifolia				
a.	Field grown OA	\$/foot	\$ 90	5	\$ 450.00
81	Lysiloma sabicu				
a.	25 gallon	each	\$ 250	20	\$ 5,000.00
b.	Field grown OA	\$/foot	\$ 30	20	\$ 600.00
82	Magnolia grandiflora 'D.D. Blanchard'				
a.	65 gallon	each	\$ 500	20	\$ 10,000.00
b.	100 gallon	each	\$ 750	20	\$ 15,000.00
c.	200 gallon	each	\$ 1000	20	\$ 20,000.00
d.	Field grown	\$/foot	\$ 50	20	\$ 1,000.00
83	Magnolia grandiflora 'Little Gem'				
a.	65 gallon	each	\$ 500	20	\$ 10,000.00
b.	100 gallon	each	\$ 750	20	\$ 15,000.00
c.	Field grown	\$/foot	\$ 50	20	\$ 1,000.00

EXHIBIT "C"
PRICE PROPOSAL
DISTRICTWIDE GENERAL LANDSCAPE SERVICE

	<u>ITEM</u>	<u>UNIT</u>	<u>PRICE</u>	<u>FREQUENCY MULTIPLIER</u>	<u>TOTAL PRICE</u>
84	Magnolia virginiana				
a.	45 gallon	each	\$ 300	20	\$ 6,000.00
b.	Field grown	\$/foot	\$ 50	20	\$ 1,000.00
85	Microsorium scolopendrium				
a.	3 gallon	each	\$ 30	20	\$ 600.00
86	Muhlenbergia capillaris				
a.	3 gallon	each	\$ 30	20	\$ 600.00
87	Myrcianthes fragrans				
a.	3 gallon	each	\$ 30	20	\$ 600.00
b.	7 gallon	each	\$ 50	20	\$ 1,000.00
c.	15 gallon	each	\$ 125	20	\$ 2,500.00
d.	25 gallon	each	\$ 250	20	\$ 5,000.00
88	Myrica cerifera				
a.	3 gallon	each	\$ 30	20	\$ 600.00
b.	7 gallon	each	\$ 50	20	\$ 1,000.00
c.	15 gallon	each	\$ 125	20	\$ 2,500.00
d.	25 gallon	each	\$ 250	20	\$ 5,000.00
89	Rapanea punctata (Synonym of Myrsine guianensis)				
a.	3 gallon	each	\$ 30	5	\$ 150.00
b.	7 gallon	each	\$ 50	5	\$ 250.00
c.	25 gallon	each	\$ 250	5	\$ 1,250.00
90	Nephrolepis spp.				
a.	1 gallon	each	\$ 20	20	\$ 400.00
b.	3 gallon	each	\$ 30	20	\$ 600.00
91	Peltophorum pterocarpum				
a.	25 gallon	each	\$ 250	20	\$ 5,000.00
b.	Field grown	\$/foot	\$ 30	20	\$ 600.00
92	Persea spp.				
a.	7 gallon	each	\$ 50	20	\$ 1,000.00
b.	15 gallon	each	\$ 150	20	\$ 3,000.00
93	Phoenix dactylifera 'Medjool'				
a.	Field grown, CT	\$/foot CT	\$ 400	20	\$ 8,000.00
94	Phoenix reclinata				
a.	18-20' tall ML, OA	\$/foot	\$ 150	5	\$ 750.00
95	Phoenix roebelenii				
a.	25 gallon ML	each	\$ 200	5	\$ 1,000.00
b.	Field grown OA	\$/foot	\$ 50	5	\$ 250.00
96	Phoenix sylvestris				
a.	Field grown, <10' CT	\$/foot CT	\$ 250	20	\$ 5,000.00
b.	Field grown, >10' CT	\$/foot CT	\$ 300	20	\$ 6,000.00

EXHIBIT "C"
PRICE PROPOSAL
DISTRICTWIDE GENERAL LANDSCAPE SERVICE

	<u>ITEM</u>	<u>UNIT</u>	<u>PRICE</u>	<u>FREQUENCY MULTIPLIER</u>	<u>TOTAL PRICE</u>
97	Pinus elliottii 'Densa'				
a.	7 gallon	each	\$ 50	20	\$ 1,000.00
b.	15 gallon	each	\$ 150	20	\$ 3,000.00
c.	25 gallon	each	\$ 250	20	\$ 5,000.00
d.	Field grown	\$/foot	\$ 30	20	\$ 600.00
98	Podocarpus gracilior				
a.	25 gallon	each	\$ 250	5	\$ 1,250.00
b.	Field grown	\$/foot	\$ 30	5	\$ 150.00
99	Podocarpus macrophyllus spp.				
a.	3 gallon	each	\$ 30	20	\$ 600.00
b.	7 gallon	each	\$ 50	5	\$ 250.00
c.	15 gallon	each	\$ 125	5	\$ 625.00
d.	25 gallon	each	\$ 250	5	\$ 1,250.00
100	Pontederia cordata				
a.	Bareroot	each	\$ 1.50	20	\$ 30.00
101	Ptychosperma elegans (single trunk)				
a.	Field grown OA	\$/foot	\$ 45	20	\$ 900.00
102	Quercus virginiana				
a.	100 gallon	each	\$ 600	20	\$ 12,000.00
b.	200 gallon	each	\$ 1200	20	\$ 24,000.00
c.	Field grown	\$/foot	\$ 50	20	\$ 1,000.00
103	Rapanea punctata				
a.	3 gallon	each	\$ 30	5	\$ 150.00
104	Rhaphiolepis indica				
a.	3 gallon	each	\$ 30	20	\$ 600.00
b.	7 gallon	each	\$ 50	20	\$ 1,000.00
c.	15 gallon	each	\$ 125	5	\$ 625.00
105	Rhapidophyllum hystrix				
a.	7 gallon	each	50	5	\$ 250.00
b.	15 gallon	each	\$ 150	5	\$ 750.00
c.	30 gallon	each	\$ 300	5	\$ 1,500.00
d.	Field grown OA	\$/foot	\$ 30	5	\$ 150.00
106	Rhizophora mangle				
a.	Liner	each	\$ 20	5	\$ 100.00
b.	1 gallon	each	\$ 30	20	\$ 600.00
c.	3 gallon	each	\$ 50	20	\$ 1,000.00
107	Roystonea spp.				
a.	8'-12' tall GW	each	\$ 900	20	\$ 18,000.00
b.	>12'-18' tall GW	each	\$ 1500	20	\$ 30,000.00
c.	>18'-20' tall GW	each	\$ 2000	20	\$ 40,000.00
d.	>20' tall GW	\$/foot GW	\$ 80	20	\$ 1,600.00

EXHIBIT "C"
PRICE PROPOSAL
DISTRICTWIDE GENERAL LANDSCAPE SERVICE

<u>ITEM</u>	<u>UNIT</u>	<u>PRICE</u>	<u>FREQUENCY MULTIPLIER</u>	<u>TOTAL PRICE</u>
108 Sabal palmetto - cabbage palm				
a. 8'-30' tall OA	each	\$ 300	20	\$ 600.00
b. >30' tall OA	\$/foot	\$ 20	20	\$ 400.00
109 Sagittaria spp.				
a. Bareroot	each	\$ 1.50	5	\$ 7.50
b. liner	each	\$ 1.50	5	\$ 7.50
110 Serenoa repens				
a. 3 gallon	each	\$ 50	20	\$ 1,000.00
b. 7 gallon	each	\$ 75	20	\$ 1,500.00
c. 15 gallon	each	\$ 300	5	\$ 1,500.00
d. 25 gallon	each	\$ 400	5	\$ 2,000.00
111 Sideroxylon foetidissimum (Synonym of Mastichodendron foetidissimum)				
a. 25 gallon		\$ 500	5	\$ 2,500.00
b. Field grown	\$/foot	\$ 50	5	\$ 250.00
112 Simarouba glauca				
a. 25 gallon	each	\$ 400	20	\$ 8,000.00
113 Spartina spp.				
a. 3 gallon	each	\$ 30	20	\$ 600.00
114 Taxodium spp.				
a. 7 gallon	each	\$ 50	5	\$ 250.00
b. 15 gallon	each	\$ 125	20	\$ 2,500.00
c. 25 gallon	each	\$ 250	20	\$ 5,000.00
d. Field grown	\$/foot	\$ 30	20	\$ 600.00
115 Thrinax morrisii				
a. 15 gallon	each	\$ 150	5	\$ 750.00
b. 25 gallon	each	\$ 300	5	\$ 1,500.00
c. Field grown OA	\$/foot	\$ 30	5	\$ 150.00
116 Thrinax radiata				
a. 25 gallon	\$/foot	\$ 500	20	\$ 10,000.00
b. Field grown OA	\$/foot	\$ 50	20	\$ 1,000.00
117 Tripsacum spp.				
a. 3 gallon	each	\$ 30	20	\$ 600.00
118 Veitchia montgomeryana (single trunk)				
a. Field grown OA	\$/foot	\$ 30	20	\$ 600.00
119 Veitchia montgomeryana (multi trunk)				
a. Field grown OA	\$/foot	\$ 40	20	\$ 800.00
120 Viburnum spp.				
a. 3 gallon	each	\$ 30	20	\$ 600.00
b. 7 gallon	each	\$ 50	20	\$ 1,000.00
121 Wodyetia bifurcata (single trunk)				
a. Field grown OA	\$/foot	\$ 30	5	\$ 150.00
122 Zamia pumila				
a. 3 gallon	each	\$ 30	20	\$ 600.00
b. 7 gallon	each	\$ 50	20	\$ 1,000.00
TOTAL PRICE FOR PLANTS				\$ 753,495.00

EXHIBIT "C"
PRICE PROPOSAL
DISTRICTWIDE GENERAL LANDSCAPE SERVICE

IRRIGATION

Individual component costs shall include the cost of invoicing, a field supervisor, all labor, material and equipment necessary to install like-kind irrigation components, water jetting less than eight (8) feet, flushing of the system, travel, minor maintenance of traffic (for the purposes of this Agreement, minor maintenance of traffic is defined as no required lane closure and when only an advance warning sign is required), mobilization and demobilization, site restoration (trench filling with soil and like-kind sod replacement), periodic inspections and maintenance of the system throughout the 365-day establishment period, and provide required as-built irrigation plans. Work associated with pre-construction system evaluations (if required) will be billed as direct labor, refer to sheet C-2 of Exhibit "C" - Price Proposal for rates. Installation of irrigation systems shall

<u>ITEM</u>	<u>UNIT</u>	<u>PRICE</u>	<u>FREQUENCY MULTIPLIER</u>	<u>TOTAL PRICE</u>
123 Spray Heads (incl. fittings)				
a. 4" Pop Up Spray	each	\$ 50	5	\$ 250.00
b. 6" Pop up Spray	each	\$ 75	5	\$ 375.00
c. 12" Pop up Spray	each	\$ 100	5	\$ 500.00
d. Shrub Riser Sch 40 with angle iron support	each	\$ 75	5	\$ 375.00
e. Bubbler	each	\$ 75	5	\$ 375.00
124 Rotors (incl. fittings)				
a. 4" Pop Up Rotor	each	\$ 125	5	\$ 625.00
b. 6" Pop up Rotor	each	\$ 150	5	\$ 750.00
c. 12" Pop up Rotor	each	\$ 200	5	\$ 1,000.00
d. Shrub Riser Sch 40 with angle iron support	each	\$ 150	5	\$ 750.00
125 Valves (incl. fittings)				
a. 1" Electric Valve	each	\$ 150	5	\$ 750.00
b. 1.5" Electric Valve	each	\$ 200	5	\$ 1,000.00
c. 2" Electric Valve	each	\$ 250	5	\$ 1,250.00
d. 2" Brass Gate Valve	each	\$ 350	5	\$ 1,750.00
e. 3" Brass Gate Valve	each	\$ 400	5	\$ 2,000.00
f. 4" Brass Gate Valve	each	\$ 500	5	\$ 2,500.00
g. 1" PVC Ball Valve	each	\$ 50	5	\$ 250.00
h. 1.5" PVC Ball Valve	each	\$ 75	5	\$ 375.00
i. 2" PVC Ball Valve	each	\$ 100	5	\$ 500.00
126 Valve Box				
a. 6" Round	each	\$ 100	5	\$ 500.00
b. 10" Round	each	\$ 150	5	\$ 750.00
c. 12" Rectangular	each	\$ 200	5	\$ 1,000.00
127 Control Wire				
a. #14 UF	\$/linear ft.	\$ 1.0	5	\$ 5.00
128 Sleeves & Main Lines				
a. 0.75 Sch 40 PVC	\$/linear ft.	\$ 10	5	\$ 50.00
b. 1" Sch 40 PVC	\$/linear ft.	\$ 15	5	\$ 75.00
c. 1.25" Sch 40 PVC	\$/linear ft.	\$ 20	5	\$ 100.00
d. 1.5" Sch 40 PVC	\$/linear ft.	\$ 30	5	\$ 150.00
e. 2" Sch 40 PVC	\$/linear ft.	\$ 50	5	\$ 250.00

EXHIBIT "C"
PRICE PROPOSAL
DISTRICTWIDE GENERAL LANDSCAPE SERVICE

<u>ITEM</u>	<u>UNIT</u>	<u>PRICE</u>	<u>FREQUENCY MULTIPLIER</u>	<u>TOTAL PRICE</u>
129 Low Volume				
a. 3/4" Control Zone Kit	each	\$ <u>250</u>	5	\$ <u>1,250.00</u>
b. 1" Control Zone Valve	each	\$ <u>350</u>	5	\$ <u>1,750.00</u>
c. Flushing Valve	each	\$ <u>250</u>	5	\$ <u>1,250.00</u>
d. Air Relief Valve	each	\$ <u>250</u>	5	\$ <u>1,250.00</u>
e. 2" Rotary Disk Filter	each	\$ <u>500</u>	5	\$ <u>2,500.00</u>
f. PRS-B Pressure Regulating Module	each	\$ <u>500</u>	5	\$ <u>2,500.00</u>
g. 0.61 GPH Dripline	\$/linear ft.	\$ <u>5</u>	5	\$ <u>25.00</u>
TOTAL FOR IRRIGATION				\$ <u>28,780.00</u>

EXHIBIT "C"
PRICE PROPOSAL
DISTRICTWIDE GENERAL LANDSCAPE SERVICE

MISCELLANEOUS LANDSCAPE ACTIVITIES

All cost to provide and install, or perform, the specified landscape activities listed on pages C-16, C-17 and C-20 shall be included in the unit price with the exception of items # 137a and 137b, which shall require the services of a licensed herbicide applicator. Cost shall include: invoicing; a field supervisor; all labor; travel; minor maintenance of traffic activities (for the purposes of this Agreement, minor maintenance of traffic is defined as no required lane closure and when only an advance warning sign is required); mobilization and demobilization. Tree and palm relocation costs, items # 143 and 144, shall also include the cost of restoration of donor location site to pre-existing conditions (including filling holes with soil and replacing with like-kind sod), material and equipment necessary to relocate any plant material (with the exception of a crane and operator when required), staking and guying, watering, fertilizing, mulching, periodic inspections, and maintenance of the planting site throughout the 365-day warranty period. Relocation of trees or palms which require the use of a crane will be paid separately for the crane and operator per contract rates in addition to the rate for items #143 and #144. Relocation of trees >20' OA, specimen trees or trees >8" diameter at breast height (DBH) may be billed as labor and equipment, or subcontracted.

	<u>ITEM</u>	<u>UNIT</u>	<u>PRICE</u>	<u>FREQUENCY MULTIPLIER</u>	<u>TOTAL PRICE</u>
130	Prepared planting soil (60% sand & 40% muck)	\$/CY	\$ 50	5	\$ 250.00
131	Fencing (Type B) 6 ft. with corner pull, and end post assemblies (FDOT Design Standard Index No. 802)	\$/LF	\$ 45	5	\$ 225.00
132	Fence Gates (Type B) 6 ft. Single 20'	each	\$ 1000	5	\$ 5000.00
133	Sterile Bagged Mulch				
a.	Eucalyptus	\$/CY	\$ 60	5	\$ 300.00
b.	Melaleuca	\$/CY	\$ 50	5	\$ 250.00
c.	Pine Straw	\$/CY	\$ 75	5	\$ 375.00
134	Sod				
a.	St. Augustine Floratam (incl. watering & mowing thru warranty)	\$/SF	\$ 1.00	20	\$ 20.00
b.	Bahia (incl. watering & mowing thru warranty)	\$/SF	\$.75	20	\$ 15.00
c.	St. Augustine Floratam (installation and initial watering only)	\$/SF	\$.50	5	\$ 2.50
d.	Bahia (installation and initial watering only)	\$/SF	\$.40	5	\$ 2.00
135	Fertilizer (Granular)				
a.	Trees	\$/LB	\$ 5	5	\$ 25.00
b.	Palms	\$/LB	\$ 5	5	\$ 25.00
c.	Shrubs	\$/LB	\$ 3	5	\$ 15.00
136	Fertilizer (Foliage Spray/Drench)	\$/tree	\$ 20	5	\$ 100.00
137	Herbicides				
a.	Woody vegetation	\$/gallon	\$ 125	5	\$ 625.00
b.	Herbaceous vegetation	\$/gallon	\$ 125	5	\$ 625.00

EXHIBIT "C"
PRICE PROPOSAL
DISTRICTWIDE GENERAL LANDSCAPE SERVICE

	<u>ITEM</u>	<u>UNIT</u>	<u>\$</u>		<u>\$</u>
138	Mowing				
a.	Large machine mowing (≥ 15' mower)	\$/acre	\$ 60	5	\$ 300.00
b.	Small machine	\$/acre	\$ 90	5	\$ 450.00
c.	Slope mowing	\$/acre	\$ 150	5	\$ 750.00
139	Staking and Guying				
a.	Trees & palms (Strapping)	each	\$ 75	5	\$ 375.00
b.	Trees & palms (Wood Staking 2X4)	each	\$ 150	5	\$ 750.00
c.	Trees & palms (Wood Staking 4X4)	each	\$ 200	5	\$ 1,000.00
140	Water for Existing Sod	\$/MG	\$ 100	5	\$ 500.00
141	Water for plants	\$/MG	\$ 100	5	\$ 500.00
142	Water Irrigation Bag (20 gallon)	each	\$ 300	5	\$ 1,500.00
143	Tree Relocation				
a.	Tree height 8-12' OA	each	\$ 1000	5	\$ 5,000.00
b.	Tree height >12-16' OA	each	\$ 3000	5	\$ 15,000.00
c.	Tree height >16-24' OA	each	\$ 5000	5	\$ 25,000.00
144	Palm Relocation (Excluding Sabal Palms)				
a.	4" caliper	each	\$ 500	5	\$ 2,500.00
b.	>4-8" caliper	each	\$ 750	5	\$ 3,750.00
c.	>8-12" caliper	each	\$ 1000	5	\$ 5,000.00
d.	>12" caliper	each	\$ 1250	5	\$ 6,250.00
145	Palm Relocation (Sabal Palms only)	each	\$ 250	5	\$ 1,250.00
146	Additional 6 month Establishment				
a.	Shrubs/Groundcover	each	\$ 10	5	\$ 50.00
b.	Tree	each	\$ 100	5	\$ 500.00
c.	Palm	each	\$ 100	5	\$ 500.00
TOTAL FOR MISCELLANEOUS LANDSCAPE ACTIVITIES					\$ 78,779.50

EXHIBIT "C"
PRICE PROPOSAL
DISTRICTWIDE GENERAL LANDSCAPE SERVICE

MISCELLANEOUS EQUIPMENT

Includes cost of minor maintenance of traffic (for the purposes of this contract, minor maintenance of traffic is defined as no required lane closure and when only an advance warning sign is required), labor to operate equipment, mobilization, demobilization and delivery or removal of the equipment from the site. All maintenance, mileage and fuel shall be included in the price. Daily prices should reflect a ten (10) hour day.

	<u>ITEM</u>	<u>UNIT</u>	<u>PRICE</u>	<u>FREQUENCY MULTIPLIER</u>	<u>TOTAL PRICE</u>
147	22 cy Dump Truck w/driver				
a.		\$/hour	\$ 100	5	\$ 500.00
b.		\$/day	\$ 1000	5	\$ 5,000.00
c.		\$/week	\$ 5000	5	\$ 25,000.00
148	416 Combination Backhoe				
a.		\$/hour	\$ 100	5	\$ 500.00
b.		\$/day	\$ 1000	5	\$ 5,000.00
c.		\$/week	\$ 5000	5	\$ 25,000.00
149	Bucket Truck, up to 30 feet				
a.		\$/hour	\$ 150	5	\$ 750.00
b.		\$/day	\$ 1500	5	\$ 7500.00
c.		\$/week	\$ 5000	5	\$ 25,000.00
150	Bucket Truck, up to 60 feet				
a.		\$/hour	\$ 300	5	\$ 1,500.00
b.		\$/day	\$ 3000	5	\$ 15,000.00
c.		\$/week	\$ 5000	5	\$ 25,000.00
151	900 Series (or equivalent) Front end loader with tree boom				
a.		\$/hour	\$ 125	5	\$ 625.00
b.		\$/day	\$ 1000	5	\$ 5,000.00
c.		\$/week	\$ 5000	5	\$ 25,000.00
152	Skidsteer with front end loader				
a.		\$/hour	\$ 100	5	\$ 500.00
b.		\$/day	\$ 1000	5	\$ 5,000.00
c.		\$/week	\$ 3000	5	\$ 15,000.00
153	Skidsteer with 6" cutter head				
a.		\$/hour	\$ 200	5	\$ 1,000.00
b.		\$/day	\$ 2000	5	\$ 10,000.00
c.		\$/week	\$ 4000	5	\$ 20,000.00
154	Skidsteer with 12" cutter head				
a.		\$/hour	\$ 2000	5	\$ 10,000.00
b.		\$/day	\$ 2000	5	\$ 10,000.00
c.		\$/week	\$ 4000	5	\$ 20,000.00

EXHIBIT "C"
PRICE PROPOSAL
DISTRICTWIDE GENERAL LANDSCAPE SERVICE

<u>ITEM</u>		<u>UNIT</u>			
155	Skidsteer with 15" cutter head				
a.		\$/hour	\$ 300	5	\$ 1,500.00
b.		\$/day	\$ 3000	5	\$ 15,000.00
c.		\$/week	\$ 6000	5	\$ 30,000.00
156	Stump grinder (walk behind)				
a.		\$/hour	\$ 150	5	\$ 750.00
b.		\$/day	\$ 1500	5	\$ 7,500.00
c.		\$/week	\$ 4000	5	\$ 20,000.00
157	Stump grinder (ride on)				
a.		\$/hour	\$ 200	5	\$ 1,000.00
b.		\$/day	\$ 2000	5	\$ 10,000.00
c.		\$/week	\$ 5000	5	\$ 25,000.00
158	Semi tractor/trailer with Flatbed w/ driver				
a.		\$/hour	\$ 150	5	\$ 750.00
b.		\$/day	\$ 1500	5	\$ 7,500.00
c.		\$/week	\$ 5000	5	\$ 25,000.00
159	Crane with operator				
a.	15 ton	\$/hour	\$ 250	5	\$ 1,250.00
b.		\$/day	\$ 2500	5	\$ 12,500.00
c.		\$/week	\$ 6000	5	\$ 30,000.00
d.	20 ton	\$/hour	\$ 350	5	\$ 1,750.00
e.		\$/day	\$ 3500	5	\$ 17,500.00
f.		\$/week	\$ 7000	5	\$ 35,000.00
g.	40 ton	\$/hour	\$ 500	5	\$ 2,500.00
h.		\$/day	\$ 5000	5	\$ 25,000.00
i.		\$/week	\$ 10000	5	\$ 50,000.00
j.	60 ton	\$/hour	\$ 600	5	\$ 3,000.00
k.		\$/day	\$ 6000	5	\$ 30,000.00
l.		\$/week	\$ 10000	5	\$ 50,000.00
TOTAL FOR MISCELLANEOUS EQUIPMENT					\$ 660,375.00

EXHIBIT "C"
PRICE PROPOSAL
DISTRICTWIDE GENERAL LANDSCAPE SERVICE

MAINTENANCE OF TRAFFIC EQUIPMENT

Minor maintenance of traffic equipment is to be included in the price of the plant material. For the purposes of this contract maintenance of traffic is considered to be minor when lane closure is not required or when only an advance warning sign is required. When maintenance of traffic requirements are more significant, the rates below will apply on either a daily or weekly basis. Price shall include the equipment, mobilization and demobilization, and any labor for design, application, installation, maintenance, removal and supervision of the designated MOT. Daily prices should reflect a ten (10) hour day.

	<u>ITEM</u>	<u>UNIT</u>	<u>FREQUENCY MULTIPLIER</u>	<u>PRICE</u>
160	Variable Message Board			
a.		\$/day	5	\$ 500
b.		\$/week	5	\$ 1500
161	Arrow Directional (Trailer)			
a.		\$/day	5	\$ 250
b.		\$/week	5	\$ 1000
162	Barricade with Type B Light			
a.		\$/day	5	\$ 100
b.		\$/week	5	\$ 1000
163	Traffic Control Sign			
a.		\$/day	5	\$ 100
b.		\$/week	5	\$ 1000
164	Traffic Cone			
a.		\$/day	5	\$ 10
b.		\$/week	5	\$ 100
TOTAL FOR MAINTENANCE OF TRAFFIC EQUIPMENT				\$5,560.00

EXHIBIT "C"
PRICE PROPOSAL
DISTRICTWIDE GENERAL LANDSCAPE SERVICE

SUMMARY OF TOTAL SERVICE RATES

<u>ITEM DESCRIPTION</u>	<u>TOTALS</u>
Direct Labor	\$ <u>13,500.00</u>
Price of Plant Material	\$ <u>753,495.00</u>
Price of Irrigation	\$ <u>28,780.00</u>
Miscellaneous Landscape Activities	\$ <u>78,779.50</u>
Miscellaneous Equipment	\$ <u>660,375.00</u>
Maintenance of Traffic	\$ <u>5,560.00</u>
TOTAL FOR ALL SERVICES	<u>\$1,540,489.50</u>

PRICE EVALUATION ONLY:

The totals for all services shown within the Exhibit "C" - Price Proposal are for price evaluation ONLY. The total for this contract will be dependent on the number and extend of tasks assigned. Execution of this Agreement does not guarantee that any work will be authorized.

MFMP Transaction Fee:

All payment(s) to the vendor resulting from this competitive solicitation **WILL** be subject to the 1% MFMP Transaction Fee in accordance with the attached Form PUR 1000 General Contract Condition #14.

NOTE: In submitting a response, the proposer acknowledges they have read and agree to the solicitation terms and conditions and their submission is made in conformance with those terms and conditions.

ACKNOWLEDGEMENT: I certify that I have read and agree to abide by all terms and conditions of this solicitation and I am authorized to sign for the proposer. I certify that the response submitted is made in conformance with all requirements of the solicitation.

Proposer: De Angelo Brothers, LLC FEID #: 23-2332783
Address: 851 W. 13 Ct. City, State, Zip: Riviera Beach, FL
Authorized Signature: Tedd A. Kenny Date: 33404
Printed / Typed: Tedd A. Kenny Title: Business Development Mgr

EXHIBIT "D"
LANDSCAPING SPECIFICATION
DISTRICTWIDE GENERAL LANDSCAPE SERVICES CONTRACT

SECTION 580
LANDSCAPING

580-1 Description:

Furnish, install, establish and maintain landscaping as indicated in the Contract Documents.

580-2 Materials:

580-2.1. Grade Standards and Conformity with Type and Species:

Only use nursery grown plant materials purchased from Florida based Nurseryman Stock that comply 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."

Unless otherwise specified, minimum grade for all plants is Florida No. 1. All plants must be the specified size and grade at the time of delivery.

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. Submit a list of nurseries where plants are tagged for the work document including contact information and location. The Engineer and Contractor may visit the nursery sites to inspect representative samples of plant material and lock tag the example plants. Prior to planting, provide the Engineer with a certification from the supplying nursery that all plant materials have been purchased from Florida commercial nursery stock.

A minimum of two plants of each species on each shipment must be shipped with tags stating the botanical nomenclature and common name of the plant. Should discrepancies arise between botanical nomenclature and common name, the botanical name will take precedence.

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
Coconut 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"

*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.

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.

580-2.2 Inspection and Transporting:

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.

580-2.3 Water:

Meet the requirements of Section 983.

580-2.4 Mulch:

Use of cypress mulch is prohibited.

580-3 Installation:

580-3.1 Layout:

The location of plants as shown on the work document, are approximate. At no cost to the Department, the final locations may be adjusted to accommodate unforeseen field conditions or to comply with safety setbacks and requirements.

Mark proposed mowing limits, planting beds and individual locations of trees and palms as shown in the Contract Documents for the Engineer's review, prior to excavation or planting.

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

580-3.2 Soil Drainage:

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

580-3.3 Planting:

Meet the requirements of the Contract Documents.

580-3.4 Repair and Restoration:

Repair and restore existing areas disturbed by installation, establishment or maintenance activities. Where new turf is required to restore and repair disturbed areas, meet the requirements of Section 570.

580-3.5 Disposal of Debris:

Remove and dispose of all debris 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.

580-3.6 Installation Completion:

To allow time for scheduling inspection of installation, provide the Engineer with seven calendar days advance notice of completion of installation of all plants. Upon completion of installation of plants, certify on a form provided by the Department, "Contractor Certification of Installation" that the landscaping has been installed and is being established in accordance with the Contract Documents.

580-4 Establishment:

580-4. 1 Establishment Period:

The establishment period is defined as the entire one year after installation of all plants and incidental landscaping. The establishment period will begin upon acceptance of the complete installation by the Engineer.

During the establishment period:

Keep all plants undamaged, free of pests and disease, properly hydrated and nourished, supported to grow and maintain form and general appearance of the plants 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, toll equipment and facilities, 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 or other credential to the Engineer for approval.

Keep the individual plant locations and planting beds free of litter and undesirable vegetation.

Keep landscape bed edges correctly located and trimmed, and the mulch groomed and replenished as specified in the Contract Documents.

Operate and maintain all components of any irrigation system as specified in the Contract Documents when installed as part of the Contract.

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.

580-4.2 Inspection and Reporting Requirements:

During the establishment period, the Engineer will perform monthly inspections to verify that the landscaping is being established per the Contract Documents.

580-5 Remedial Work:

Perform all necessary remedial work at no cost to the Department. Use replacement plants of the same species and planting medium as the plant being replaced and as specified in the Contract Documents. Replacement plant size must match the size of the adjacent grown-in plants of the same species and variety which may be larger than the initially installed size. The establishment time for replacement plants shall be 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.

580-6 Penalties:

Should the Contractor fail to timely and satisfactorily perform any remedial work associated with landscaping during the establishment period, the Department may reduce the payments scheduled during the establishment period by a deduction of 0.11% per calendar day of the remaining establishment amount in 580-8.2.

580-7 Method of Measurement:

580-7.1 Installation:

The quantity to be paid will be the quantity of plants or trees installed.

580-7.2 Establishment:

The quantity to be paid will be in equal monthly payments for plants or trees maintained during the establishment period.

580-8 Basis of Payment.

Price and payment will be full compensation for all work and materials specified in this Section, including all ancillary work and materials necessary to meet the contract requirements.

580-8.1 Payment during the Installation Period:

Sixty percent of the total unit price for each item will be paid during the installation period for work completed and accepted. The Contractor must make a request for payment by submitting an invoice, based on the amount of work completed.

The Contractor's invoice must consist of the following:

- a. Contract Number, Financial Project Identification Number, Invoice Number, Invoice Date and the period that the invoice represents.
- b. The basis for arriving at the amount of the progress invoice including approximate quantities of work completed on each Work Document, less payments previously made and less an amount previously forfeited.
- c. Contract Summary showing the percentage of dollar value of completed work based on the present Contract amount and the percentage of days used based on the present Contract Days.

Payment will be made in accordance with the total unit price for each item listed in the Exhibit "C" - Price Proposal.

580-8.2 Payment during the Establishment Period:

Up to forty percent of the finalized Work Document amount will be paid in accordance with 580-7 during the establishment period.

580-8.3 Payment:

Payment will be made under the items specified in the Exhibit "C" - Price Proposal.



DESIGN STANDARDS

FOR DESIGN, CONSTRUCTION, MAINTENANCE AND UTILITY
OPERATIONS ON THE STATE HIGHWAY SYSTEM

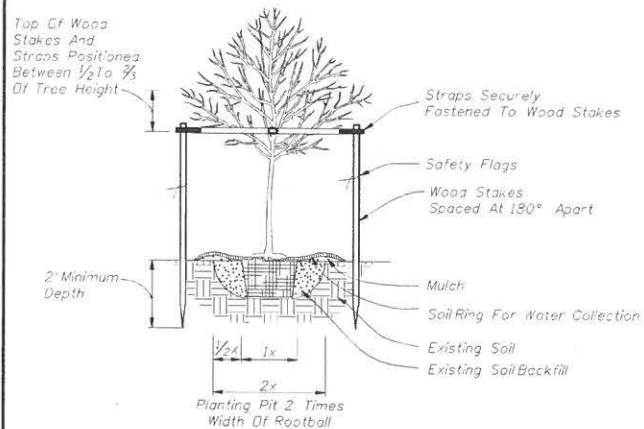
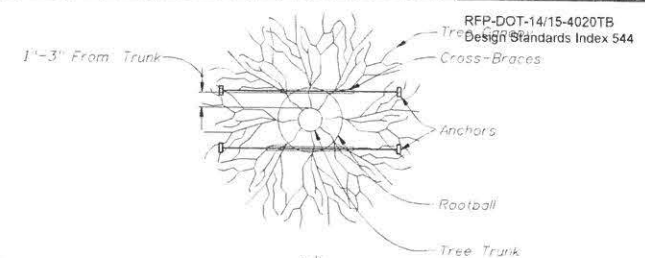
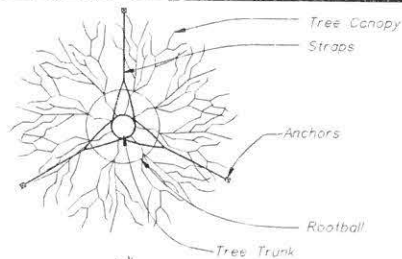
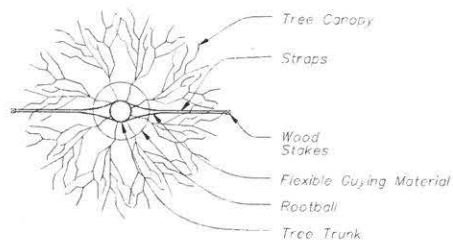
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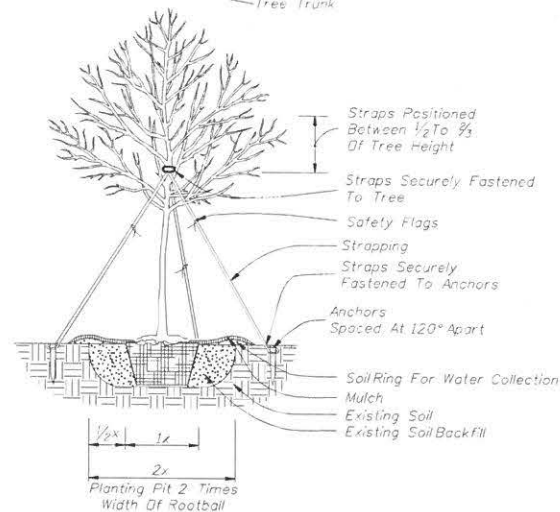
Approved For Use On Federal Aid Projects

J. Chris Richter
For Martin Knopp, Division Administrator

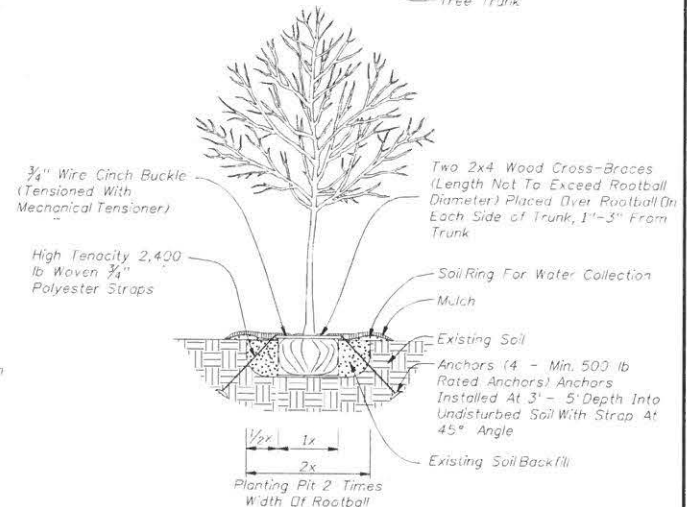
State of Florida, Department Of Transportation
Roadway Design Office
Mail Station 32
605 Suwannee Street
Tallahassee, Florida 32399-0450



1" - 3 1/2" CALIPER TREE PLANTING



4" AND LARGER CALIPER TREE PLANTING



1" - 3 1/2" CALIPER TREE PLANTING WITH UNDERGROUND BRACING

GENERAL NOTES:

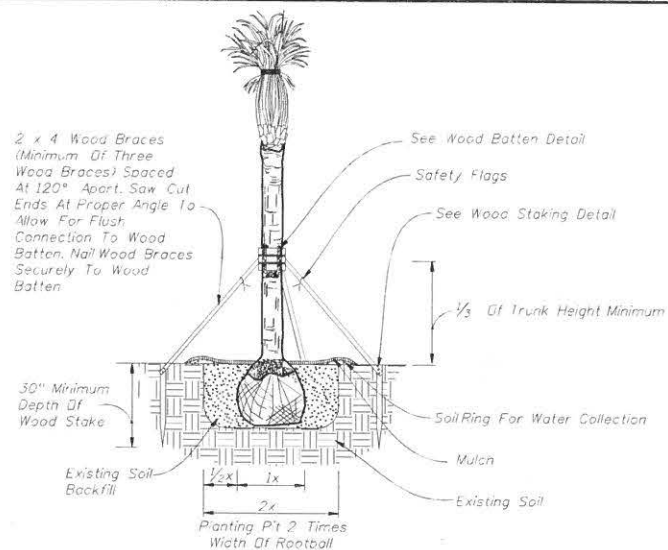
1. All dimensions 6" and less are exaggerated for illustrative purposes only.
2. Plant containers shall be removed prior to planting. If plants are not container grown, remove a minimum of the top 1/3 of burlap, fabric, or wire mesh. Never lift or handle the tree by the trunk.
3. The uppermost root on all trees shall be covered by less than 1" of soil. Use hand tools to carefully remove all excess soil. The top of root ball shall be set 1"-2" above finish grade and set plumb to the horizon. If planting pit is too deep, remove the tree and firmly pack additional soil in the bottom of the planting pit to raise the rootball. After positioning the tree in the planting pit, slice through rootballs with 3 or 4 vertical slices (top to bottom) equally distributed around the tree.
4. Backfill shall be loosened existing soil. Remove rocks, sticks, or other deleterious material greater than 1" in any direction prior to backfilling. Water and tamp to remove air pockets. If existing soils contain excessive sand, clay, or other material not conducive to proper plant growth, contact Engineer prior to planting.
5. Soil rings shall be constructed of existing soil at the outer edge of the planting pit, with a height of 3" and gently sloping sides. Do not pile soil on top of rootball.
6. Mulch shall be a 3" deep layer placed to the edge of the trunk flare, around the base of shrub, or solidly around groundcover. Never pile mulch against the tree trunk.
7. Straps shall be minimum 1" wide nylon or polypropylene. All wood stakes or anchors shall be located beyond the edge of soil ring and located below finished grade, unless otherwise specified.
8. Sabal Palms may be hurricane cut. All other palms must have fronds tied with biodegradable twine. Palm trunks shall have no burn marks, scars, or sanding.
9. All dimensions provided for wood materials are nominal.
10. When a permanent, subsurface, or drip irrigation system is provided, a soil ring is not required. Mulch to edge of planting pit.
11. Alternate tree bracing and guying systems approved by the Engineer may be used in lieu of the tree bracing and guying methods detailed on the Index. Alternate tree protection systems approved by the Engineer may be used in lieu of the tree protection barricade detailed on the index.
12. Remove aboveground guying systems at the end of the establishment period.



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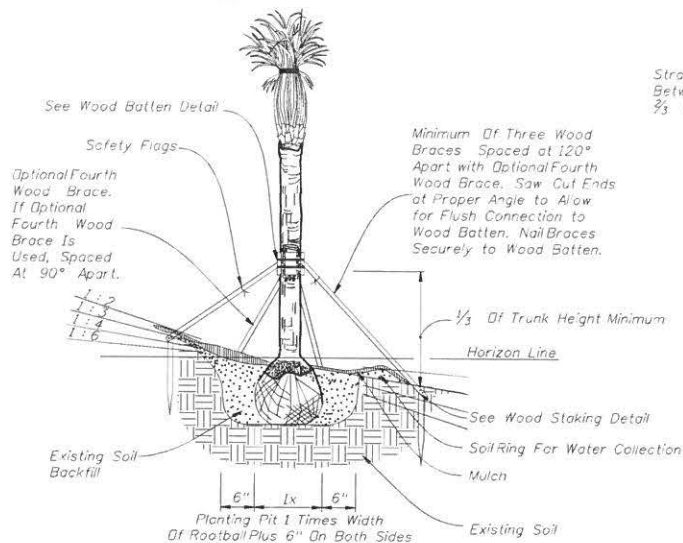
LANDSCAPE INSTALLATION

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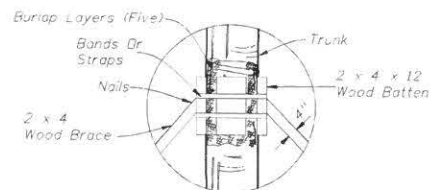
NOTE: For All Other Palms, Use Detail Provided By Landscape Architect In Contract Plans.

CABBAGE PALM PLANTING FOR UP TO 24' CLEAR TRUNK

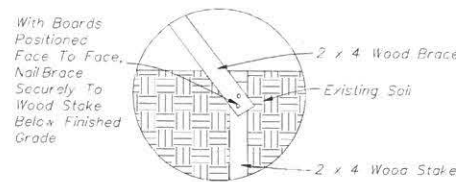


NOTES: Slope Provided As Rise:Run. For All Other Palms, Use Detail Provided By Landscape Architect In Contract Plans.

CABBAGE PALM PLANTING ON SLOPE FOR UP TO 24' CLEAR TRUNK

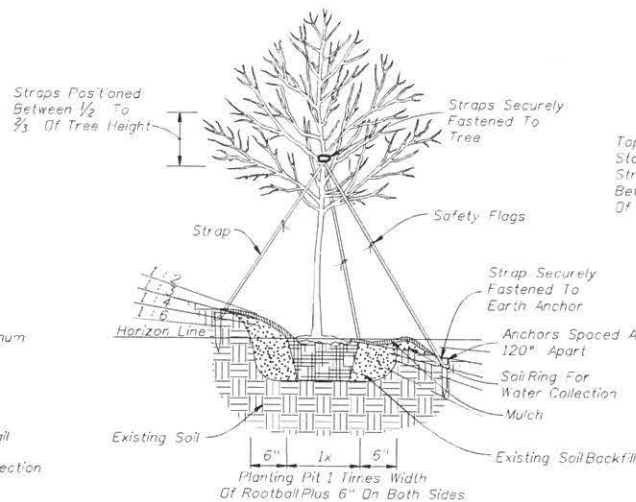


WOOD BATTEN DETAIL

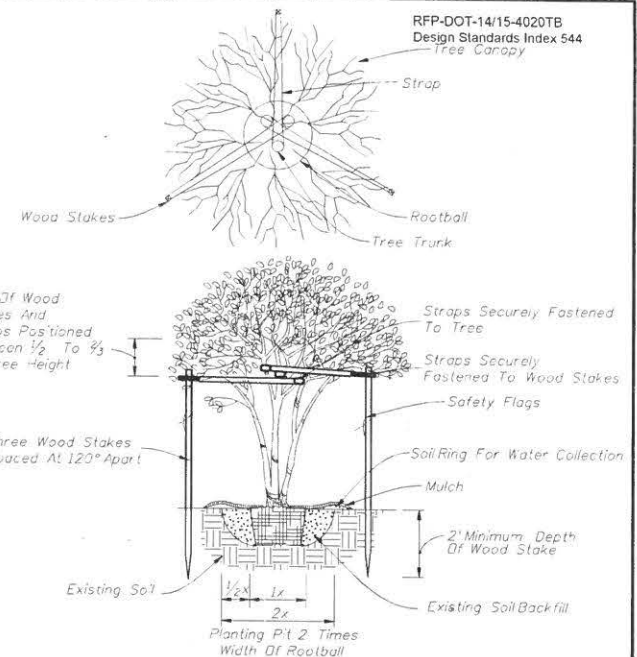


NOTE: Stake Into Firm, Existing Soil.

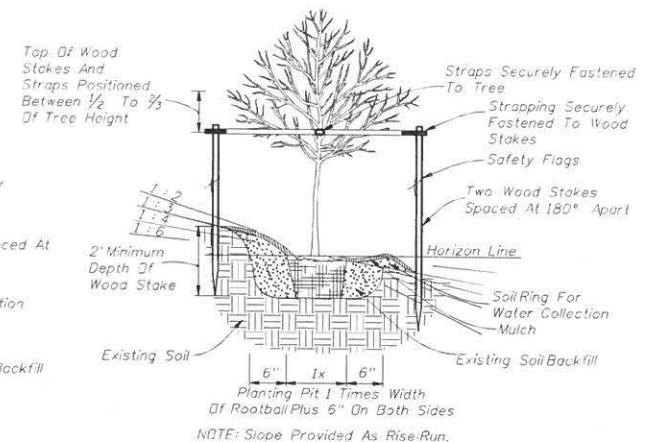
WOOD STAKING DETAIL



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MULTI-TRUNK TREE PLANTING



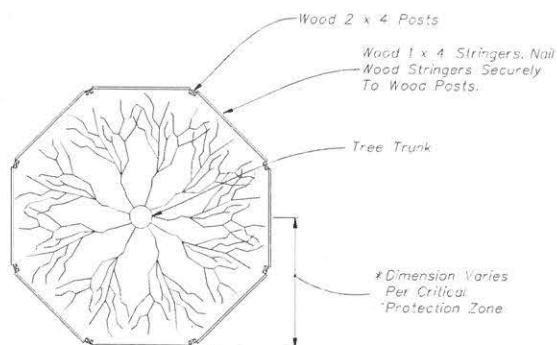
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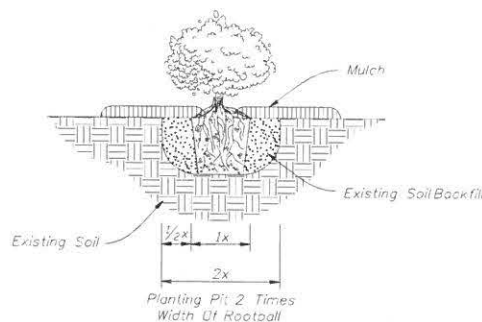
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LANDSCAPE INSTALLATION

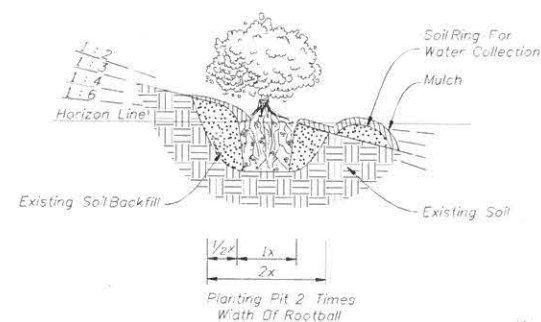
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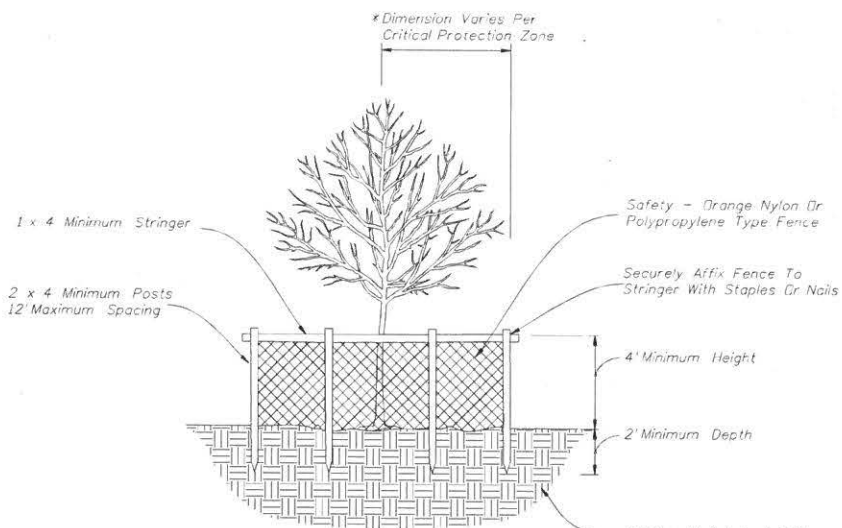
NOTE: For Groups Of Trees, Place Barricades Between Trees And Construction Activity.



GROUND COVER/SHRUB PLANTING



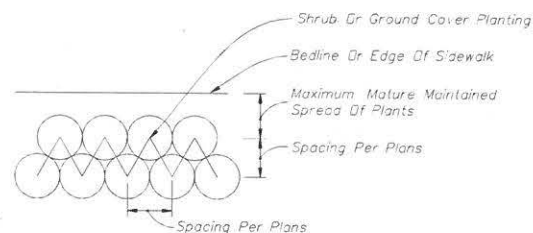
GROUND COVER/SHRUB PLANTING ON SLOPE



NOTES: Critical Protection Zone: The Area Surrounding A Tree Within A Circle Described By A Radius Of One Foot For Each Inch Of The Tree Trunk Diameter At 54" Above Finished Grade. For Groups Of Trees, Place Barricades Between Trees And Construction Activity.

* Tree Protection Barricades Shall Be Located To Protect A Minimum Of 75% Of The Critical Protection Zone.

TREE PROTECTION BARRICADE



GROUND COVER/SHRUB LAYOUT DETAIL



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