

1. GENERAL CONDITIONS

1.1 SCOPE

The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of bark and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

1.2 AGENCY STANDARDS

Grades and standards of plant materials to be used shall be true to name, size, condition and graded Florida #1 or better as stated in: Grades and Standards of Florida Plant Materials published by the State of Florida Department of Agriculture, Tallahassee, Florida.

1.3 SITE EXAMINATION

The Landscape Contractor shall personally examine the site and fully acquaint himself with all of the existing conditions in order that no mis-understanding may afterwards arise as to the character or extent of the work to be performed and, in addition, in order to acquaint himself with all the conditions to be taken in order to avoid injury to property or persons. No additional compensation will be granted because of any unusual difficulties which may be encountered in the execution or maintenance of any portion of the work.

1.4 ERRORS AND OMISSIONS

The plan list is a part of the drawings and is furnished as a guide to the plant list. The drawings, name, size and quantities of specific materials are called for and is located on the drawings. The Landscape Contractor is responsible for his/her own quality control, and any discrepancy between drawings and plant list shall be considered as correct on the drawings.

1.5 THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES, STRUCTURES, AND PLANT MATERIALS.

The Landscape Contractor shall not be held responsible for errors or omissions in the specifications or contract drawings. Full instructions shall be given to each worker as they are discovered. Upon the discovery of any discrepancy in, or omission from, the drawings or documents, or should the Landscape Contractor be doubtful as to their meaning, the Landscape Architect shall be notified and will determine the actions necessary to each query.

1.6 PLANTS AND SPECIFICATIONS ARE SUBJECT TO DISCREPANCY

The Landscape Architect shall be the judge as to which is intended.

1.7 EXECUTION OF THE WORK

The Landscape Contractor shall have his labor forces controlled and directed by a Foreman well versed in plant materials, planting methods, reading blueprints, and coordination between job and nursery in order to execute installation correctly and in a timely manner.

1.8 THE LANDSCAPE CONTRACTOR SHALL PROVIDE A COMPLETE English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on all matters relating to the project, including reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he may be removed and replaced immediately.

1.9 THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY MEETINGS WITH THE OWNER AND LANDSCAPE ARCHITECT DURING IMPLEMENTATION OF THE JOB.

Any additional work or changes required as a result of field conditions shall be the responsibility of the Landscape Architect during implementation will be the responsibility of the Landscape Architect.

1.10 PROTECTION OF PUBLIC AND PROPERTY

The Landscape Contractor shall protect all materials and work against injury from any cause and shall provide and maintain all necessary safeguards for the protection of the public. He shall be held responsible for any damage or injury to persons or property which may occur as a result of his fault or negligence in the execution of the work, i.e., damage to underground pipes or cables.

1.11 CHANGES AND EXTRAS

The Contractor shall not start work until the project is in the project until a written agreement setting forth the additional prices have been executed by the Owner and the Contractor. Any work performed or changes or "extras" prior to execution of a written agreement may or may not be compensated for at the discretion of the Owner.

1.12 GUARANTEE

The Landscape Contractor shall furnish a written guarantee warranting all materials, workmanship and plant materials, except trees, for a period of ONE (1) YEAR from the time of completion and acceptance by the Landscape Architect and Owner. Soil shall be guaranteed to 60 calendar days after acceptance by the Landscape Architect and Owner. All plant material shall be alive and in satisfactory condition and growth for each specific kind of plant at the end of the guarantee period.

The guarantee of plant material shall be construed to mean complete and immediate replacement with plant material of the same variety, type, size, quality and grade as that of the originally specified material. During the guarantee period it shall be the Landscape Contractor's responsibility to immediately replace any dead or unhealthy material as determined by the Landscape Architect. The guarantee will be null and void if plant material is damaged by lightning, hurricane force winds, or any other acts of God, as well as vandalism or lack of proper maintenance.

At the end of the specified guarantee period, any plant required under this contract that is dead or not in satisfactory condition, as determined by the Landscape Architect, shall be replaced. The Landscape Contractor shall be responsible for the full replacement cost of the plant material for the first replacement and shall be responsible for the full replacement cost of the plant material for the second replacement plant to be replaced.

1.13 CARE AND MAINTENANCE

The Landscape Contractor shall be responsible for the care and maintenance of all plant materials and irrigation when applicable until such time as the Owner or Landscape Architect.

1.14 THE OWNER AGREES TO EXECUTE THE INSTRUCTIONS FOR EACH PLANT MATERIAL.

1.15 SAFETY

The Contractor shall be responsible for the safety of all persons from injury and to avoid property damage. Adequate warning devices shall be placed and maintained during the progress of the work.

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1.16 CONTRACTOR QUALIFICATION

The Owner may require the applicant contractor (a) to qualify himself to be a responsible entity by furnishing any or all of the following documentary data:

- 1. A financial statement showing assets and liabilities of the company current to date.
- 2. A listing of not less than (3) completed projects of similar scope and nature.
- 3. Permanent name and address of place of business.
- 4. The number of regular employees of the organization and length of time the organization has been in business under the present name.

1.17 INSURANCE AND BONDS

The contractor (a) shall submit proof of insurance for this job for the time period that the work is done. The minimum amount of insurance shall be \$300,000.00 per person and \$300,000.00 per aggregate or as required by owner and agreed to in the contract. The successful bidder shall be required to have this coverage in effect before beginning work on the site.

The Contractor shall have the right to require the Contractor to furnish bonds covering satisfactory performance of the contract and payment obligations, general liability insurance as stipulated in bidding requirements or specifically required in the Contract Documents, in the State of Florida of the Contractor.

1.18 PERMITS AND CERTIFICATES

All contractors shall secure and pay for all permits and certificates required for his/her line of work.

1.19 PLANT MATERIALS

A complete list of plants is shown on the drawings, including a schedule of quantities, sizes, and such other information as may be necessary. In the event discrepancies occur, the specifications on the drawings shall govern.

Substitutions. Substitutions of plant materials or changes in size or spacing of materials will be permitted ONLY upon written authorization by the Landscape Architect. If plant material is not of sufficient size to meet applicable codes, a letter of variance from the appropriate agency must be obtained by the Contractor prior to issuance of any change order. If material of smaller size is to be accepted, the quantity of material shall be increased, at an additional cost to the Owner, to meet the intent of the drawings.

All plant material shall have a habit of growth that is normal for the species and shall be healthy, vigorous and equal to or exceed the measurements specified in the plant list, which are the minimum acceptable sizes. Plants shall be grown in containers and shall be planted in normal position. Any necessary pruning shall be done at the time of planting.

All plant materials shall be nursery grown, unless otherwise noted. Florida #1 or better and shall comply with all required inspections, grading standards and plant regulations as set forth by the Florida Department of Agriculture's Grades and Standards for Nursery Plants, most recent edition and Grades and Standards for Nursery Plants, most recent edition.

Plants that do not have the normal balance of height and spread/pruning for the respective plant shall not be acceptable.

The Landscape Contractor shall install each plant to display its best side. Adjustments may be required if plants are not installed properly and/or approved by the Landscape Architect at no additional cost to owner.

2.02 INSPECTION

The Landscape Architect and Owner may inspect trees and shrubs at place of growth or at site before planting, for compliance with requirements for genus, species, variety, size and quality. The Landscape Architect and Owner retain the right to further inspect trees and shrubs for size and condition of bark and root systems, insects, injuries and latent defects, and to reject unsatisfactory or defective material at any time during progress of work. Rejected plant materials shall be immediately removed from project site.

2.03 PROTECTION OF PLANT MATERIALS

Balled and burlapped plants (B & B) shall be dug with the natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Balls shall be firmly wrapped with burlap under materials and bound with cord, rope, or wire mesh. All collected plants shall be balled and burlapped.

2.04 PLANTS TO BE PLANTED

Plants with broken, damaged or insufficient rootballs will be rejected.

2.05 PLANTS TO BE PLANTED

All plant material shall be protected from possible break injury or breakage of branches. All plants transported by open trucks shall be adequately covered to prevent windburn, drying or damage to plants.

2.06 PLANTS TO BE PLANTED

Plants which cannot be planted immediately on delivery to the site shall be covered with moist soil, mulch or other protection from the drying of wind and sun. All plants shall be watered as necessary by the Landscape Contractor until planted.

2.07 STORAGE

All plant materials shall be stored on the site in designated areas, specified by the Landscape Architect or Owner's agent.

2.08 NO PLANT MATERIAL SHALL BE STORED LONGER THAN SEVENTY-TWO (72) HOURS

Unless approved by the Landscape Architect and/or owner.

2.09 THE LANDSCAPE ARCHITECT RESERVES THE RIGHT TO REJECT ANY PLANT MATERIALS

in conformance with these specifications.

2.10 PROTECTION DURING PLANTING

A. The Landscape Contractor shall provide a complete English-speaking Foreman on the project at all times, who shall be fully authorized as the Contractor's agent on all matters relating to the project, including reading and thoroughly understanding the Plans, Specifications and other Contract Documents. If the Superintendent is deemed incompetent by the Landscape Architect, he may be removed and replaced immediately.

2.11 PLANTING SOIL

Planting soil for all plantings shall consist of existing native soil and shall be free of debris, roots, sticks, stones, plants or other foreign materials which might be a hindrance to planting operations or as detrimental to plant growth.

2.12 FERTILIZER

Commercial fertilizer shall comply with the state fertilizer laws. Nitrogen shall not be less than 40% from organic source. Inorganic chemical nitrogen shall not be derived from the sodium form of nitrate. Fertilizers shall be delivered to the site in unopened original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall be rejected.

2.13 THERE SHALL BE 3 (THREE) TONS OF COMMERCIAL FERTILIZER

to each cubic yard of commercial fertilizer.

2.14 TABLET FERTILIZER SHALL BE APPLIED TO PLANTING TABLETS

20-10-5 formula, 21 grams or equal. All trees and shrubs shall be fertilized with tabletized fertilizer as follows. While backfilling plant holes, fertilizer tablets shall be equally spaced and placed adjacent to the ball surface in depth in accordance with the following table:

1 gallon container	1 tablet
3 gallon container	3 tablets
5 gallon container	5 tablets
7 gallon	7 tablets

Large trees, vine baskets, grow bags, and balled and burlapped material shall have 1 tablet for each 12 inch of trunk diameter (measured 3 feet from ground) or for each foot of height or spread of larger shrub material.

The Landscape Architect reserves the right to inspect and review the application of fertilizer.

2.15 MULCH

Mulch material shall be clean, dry, free of weeds, sticks and peels, monitored at the time of application to prevent wind displacement. Copious use of mulch is prohibited.

All trees and shrub beds shall receive 2" mulch immediately after planting and thoroughly watered.

If as required by local jurisdiction. Apply 2" max on each palm rootball, keep away from tree and palm trunks

2.16 EXECUTION

2.17 DOING

The Landscape Contractor shall exercise care in digging and other work so as not to damage existing work, including overhead wires, underground pipes and cables and the pipes and hydrants of wetting systems. Should such overhead or underground obstructions be encountered while working with planting, the Owner shall be consulted and contractor will adjust the location of plants to clear such obstruction. The Contractor shall be responsible for the immediate repair of any damage caused by his work.

2.18 GRADING

Grading for drainage, walks, etc., to within 4 inches of the finished grade shall be provided by others.

The Contractor shall be responsible for the Landscape Contractor to provide the final grading during the course of landscape installation as to be graded and planting areas as their proper elevation in relation to walks, paving, drain structures, and other site conditions. The site grading plan must be checked prior to installation of soil to insure that drainage and other conditions will NOT be modified.

2.19 PLANTING

2.20 PLANTING

Planting shall take place during favorable weather conditions.

The Contractor shall call for utility locations and ascertain the location of all utilities and easements to proper precautions can be taken not to damage or encroach on them.

2.21 TREE PLANTING

Tree planting shall be located where it is shown on the plan. No planting holes shall be dug until the proposed locations have been staked on the ground by the Contractor.

Excavation of holes shall extend to the required subgrades as specified on the planting diagrams located in the planting plans. Plant pits shall be circular in outline and shall have a profile which conforms to the aforementioned "Tree and Shrub Planting Diagram".

A representative number of planting pits (a minimum of one in every 25 plants for complete testing methods and requirements.

Planting pits shall be excavated to the following dimensions and refilled with a mixture of (100) planting mix (100) existing soil and (100) water. 1 gallon material (1 gal.) 12" x 12" x 12" min. 1 gallon material (1 gal.) 12" x 12" x 12" min. 1 gallon material (1 gal.) 12" x 12" x 12" min. 1 gallon material (1 gal.) 12" x 12" x 12" min.

Field grown plants and trees - 1-1/2 times size of ball and depth of ball plus 12" min.

No plant material shall be planted until the area has been prepared and graded and of other plant material, rough grass, weeds, sticks, stones, etc., and the ground has been brought to an even grade, with positive drainage away from buildings and towards drain inlets and sewers.

Each plant shall be planted in an individual hole as specified for trees, shrubs, and vines.

All plants shall be set to uniformly finished grade. No filling or leveling around trunks or stems. All ropes, wires, stakes, etc., shall be removed from sides of top of ball and removed from holes before filling in.

All bagging ribbon shall be removed from trees and shrubs before planting.

Excise excavation (B) from all holes that shall be removed from the site, at no additional expense to Owner.

2.22 PRUNING

A. Remove dead and broken branches from all plant material. Prune to retain typical growth habit of individual plants with as much height and spread as possible in a manner which will preserve the plant's natural character.

Make all cuts with sharp instruments flush with trunk or adjacent branch, in such a manner as to insure elimination of stubs. Cuts made at right angles to line of growth will be permitted.

Cuts shall not be made on top of plant.

Remove all trimmings from site.

3.05 GUYING

All trees over six (6) feet in height shall, immediately after setting to proper grade, be guyed with three sets of two strands, No. 12 gauge malleable galvanized iron, in tripod fashion. See Detail.

Wires shall not be in direct contact with the tree but shall be covered with an approved protection device at all contact points. Wires shall be fastened in such a manner as to avoid pulling cambium apart.

Stake & Brace all trees larger than 12" cal. See detail.

Stakes shall be 7" x 7" timber of sufficient length to satisfactorily support each tree.

It is recommended that guying trees shall be galvanized or cadmium plated and shall be of adequate size and strength to properly maintain guy wires.

3.06 WATER

Each plant or tree shall be thoroughly watered in after planting. Watering of all newly installed plant materials shall be the responsibility of the Landscape Contractor until acceptance by the Landscape Architect.

See General Notes of Landscape Plan for water source.

3.07 SOIL

A. The Landscape Contractor shall soil all areas indicated on the drawings.

It shall be the responsibility of the Landscape Contractor to grade all landscape areas, eliminating all bumps, depressions, slides, stones, and other debris.

The soil shall be firm, loamy texture, having a compacted ground plane with good root development. It shall contain no noxious weeds, or any other objectionable vegetation, fungus, insects, or diseases. The soil embedded in the soil shall be good clean earth, free from stones and debris.

Before being cut and filled, the soil shall have been moved at least three times with a soil mixer, with the final moving not more than seven days before the soil is cut. The soil shall be carefully cut to the true finish.

A 6-8 ft fertilizer shall be applied at the rate of 40 lbs. per 1,000 sq. ft. prior to laying out.

Soil shall be laid with closely abutting, staggered joints with a tapered and rolled, even surface.

The finished level of all soil areas after settlement shall be not less than 1" (1") below the top of abutting walks, paving and wood borders to allow for building trap.

If in the opinion of the Landscape Architect, top dressing is necessary after rolling, clean yellow sand will be evenly applied over the entire surface and thoroughly worked in.

3.08 SEEDING

A. The Landscape Contractor shall remove all vegetation and rocks larger than 1" (1") in diameter from areas to be seeded, scrubby the area, then apply fertilizer at a rate of 500 lbs. per acre.

B. Application: Argentine Bahia Grass Seed - 200 Pounds per acre mixed with common tall Bermuda seed - 30 lbs. per acre. All seed mixtures shall be applied per the manufacturer's instructions.

C. Roll immediately after seeding with a minimum 500 pound roller, then apply seed mulch at the rate of 3,000 pounds per acre.

D. Apply fertilizer at the rate of 150 lbs. per acre 45-60 days after seeding.

3.09 CLEANING UP

A. The contractor shall at all times keep the premises free from accumulations of waste materials or rubbish caused by his employees or work. All waste shall be placed inside "contain clean" until completed with his work.

3.10 MAINTENANCE

A. Maintenance shall begin immediately after each plant is installed and shall continue until all planting has been accepted by the Owner or Landscape Architect. Maintenance shall include watering, weeding, removal of dead material, reseedings plants to proper grade or upright positions, spraying, restoration of planting source and/or any other necessary operations.

Proper protection to lawn areas shall be provided and any damage resulting from planting operations shall be repaired promptly.

Replacement of plants during the maintenance period shall be the responsibility of the Contractor, excluding vandalism or damage on the part of others, lightning, or hurricane force winds, until final acceptance.

In the event that weeds or other undesirable vegetation become prevalent, it shall be the Contractor's responsibility to remove them.

These or other plant material which fall or are blown over during the maintenance period will be sent by the Contractor at no additional expense to the Owner, the only exception being hurricane force winds.

1.11 COMPLETION, INSPECTION AND ACCEPTANCE

A. Completion of the work shall mean the full and exact compliance, conforming with the provisions expressed or implied in the Drawings and all other applicable Codes and Standards, including the complete removal of all back, debris, soil or other waste created by the Landscape Contractor.

B. Inspection of work to determine completion of contract, exclusive of the possible replacement of plants, shall be made by the Owner and the Landscape Architect at the conclusion of all planting and at the request of the Landscape Contractor.

C. All plant material shall be alive and in good growing condition for each specified kind of plant at the time of acceptance. The rating of each plant according to Florida Grades and Standards shall be equal to or better than that called for on the plans and in these Specifications at the time of final inspection and acceptance.

D. After inspection, the Landscape Contractor will be notified by the Owner of the acceptance of all plant material and workmanship, exclusive of the replacement of plants subject to guarantee.

