REQUEST FOR BIDS/PROPOSALS

CITY OF BROOKSVILLE
DOWNTOWN BULB OUT LANDSCAPE PROJECT
BID NO.: PR2015-06

ADVERTISED: Tampa Bay Times, Friday, June 12, 2015

PREBID MEETING: 10:30 a.m., Friday, June 19, 2015 (**MANDATORY**)
City Hall, 201 Howell Avenue, Brooksville, FL

CLOSING: 3:30 p.m., Thursday, July 2, 2015

BIDS/PROPOSALS ARE TO BE SUBMITTED TO:

CITY OF BROOKSVILLE
ATTN: CITY CLERK
201 HOWELL AVENUE
BROOKSVILLE, FL 34601

ATTACHMENTS:
- Notice of Request for Bids/Proposals
- General Instructions and Conditions
- Special Instructions and Conditions
- Sample Agreement for Contractor Services
- Minimum Technical Specifications
- Bid Forms **(To be submitted with bid.)**:
  - Bid/Certification Form
  - Public Entity Crimes Statement
  - Drug Free Workplace Certification

Janice L. Peters

Janice L. Peters, CMC
City Clerk

INSTRUCTIONS TO BIDDERS/PROPOSERS

Qualified firms are invited to submit a Bid/Proposal to the **CITY OF BROOKSVILLE DOWNTOWN BULB OUT LANDSCAPE PROJECT, BID NO. PR2015-06,** by replying to the enclosed specification. In order for the Bid/Proposal to be considered, complete all items in this specification.

All Bids/Proposals must include one **(1) original** and three **(3) copies** and be addressed to:

CITY OF BROOKSVILLE
ATTN: CITY CLERK
201 HOWELL AVENUE
BROOKSVILLE, FL 34601

Bids/Proposals must be received at the address listed above no later than **3:30 p.m. on Thursday, July 2, 2015,** Late Bids/Proposals will not be accepted, regardless of the reason.

Proposal envelopes must be **sealed and marked** with the RFP number, due date, and name of Bidder/Proposer so as to identify the enclosed submittal. If more than one package is submitted, please mark "1 of 2", "2 of 2", etc.

INTERPRETATION OF SPECIFICATION

All questions pertaining to the terms and conditions of the scope of work of this Bid/Proposal must be submitted **in writing** via email or fax to the City Clerk as shown below:

Janice L. Peters, CMC, City Clerk
City of Brooksville
201 Howell Avenue
Brooksville, FL 34601
jpeters@cityofbrooksville.us
Fax: (352) 544-5424

No oral interpretations will be made to any firm as to the meaning of specifications or any other contract documents. In accordance with Florida Statutes 287.057(23), "Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the procurement officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response." Questions must be submitted **in writing to the City Clerk** or as referenced above.

All questions must be received at least seven (7) calendar days prior to the scheduled opening of Bids/Proposals. Any interpretation of the Bid/Proposal terms, conditions, and/or specification, if made, will be only by Addendum issued by the City Clerk. A copy of such Addendum will be posted to the City's website at www.cityofbrooksville.us and mailed to each proposer that received a copy of the advertisement of the Request for Bids/Proposals. **IT IS THE RESPONSIBILITY OF THE BIDDER/PROPOSER TO CHECK THE CITY'S WEBSITE FOR ANY ADDENDUM PRIOR TO SUBMITTING A BID/PROPOSAL.** No verbal instructions or interpretations of drawings and specifications will be made other than indicated above.

The City reserves the right to reject any or all proposals, to waive informalities in the Bids/Proposals and to re-advertise for Bids/Proposals. The City also reserves the right to separately accept or reject any item or items of a Bid/Proposal and to award and/or negotiate a contract in the best interest of the City.

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CITY OF BROOKSVILLE
SPECIAL INSTRUCTIONS AND CONDITIONS
DOWNTOWN BULB OUT LANDSCAPE PROJECT
BID NO. PR2015-06

*** Note: The GENERAL INSTRUCTIONS AND CONDITIONS (attached hereto) apply, except as set forth below, for this Bid.**

A. Description: ( ) See Attached (X) As Follows

Project consists of landscape plan for replacement shrubs and groundcover for the four (4) bulb outs directly located on Broad Street and Jefferson Street, for a total of eight (8) bulb outs. Four (4) of the bulb outs lie on the East Side and the other four (4) lie on the West Side of Downtown Main Street in Brooksville Florida. The work involves excavating existing soil, down to a depth of one foot, disposing of same, removing existing plantings, and eradicating existing peanut grass, and the addition of shrubs and groundcover, which is identified in the landscape designed plans Existing plantings can be reused only if the contractor can guarantee that peanut grass will not re-occur. Replace excavated soil with approved planting soil and replant as specified. Maintenance will begin immediately after planting until final acceptance, but in no case, less than 90 days after substantial completion of planting. THE PROJECT MUST BE COMPLETED BY SEPTEMBER 30, 2015.

The landscape architect is **Margaret Moore Landscape Planning and Design**. The landscape architect's address is **1210 Hagen Drive Trinity, Florida 34655**. The project manager is Mike Walker, Director of Parks, Facilities & Recreation for the City of Brooksville.

B. Specifications: (X) See Attached ( ) As follows:

The General Instructions and Conditions (attached hereto) apply, except as set forth in these Special Instructions and Conditions.

C. Contract/Agreement Required: ( ) None (X) As follows:

See attached sample Agreement for Contractor Service.

D. Items to be submitted with Bid: ( ) None (X) As follows:

- Bid/Certification Form(s) with signature page(s),
- Public Entity Crimes Statement,
- State of Florida Contractor License Copy,
- Drug Free Workplace Certification,
- One (1) original with three (3) copies of the bid submittal,
- List of Subcontractors, and
- List of three (3) references for similar type work with contact information.

E. Deadline and place for submission of Bids:

A MANDATORY PRE-BID MEETING WILL BE HELD ON FRIDAY, JUNE 19, 2015, AT 10:30 A.M. CITY HALL COUNCIL CHAMBERS.

BID CLOSING! 3:30 p.m., THURSDAY, JULY 2, 2015
City Hall
201 Howell Avenue
Brooksville, FL 34601

F. Change in time and place for opening of Bids: (X) None ( ) As follows:

_____

G. Insurance Requirements: ( ) None (X) As follows:

	Minimum Coverage
Property Damage:	$ 500,000
General Liability:	$ 1,000,000/2,000,000
Automobile Liability:	$ 1,000,000/2,000,000
Workers' Compensation:	$ Statutory Limit*

* or provide notarized affidavit of exemption listing relevant statutes.

Note: Insurance Certificate must be provided by Successful Bidder upon execution of Agreement. City is to be listed on the bidder's/proposer's Certificate of Insurance as additionally insured and certificate holder in order for the City to be notified if the insurance is canceled or modified.

H. Bond Requirements: ( ) None (X) As follows:

	Amount of Bond
Bid Bond	$_____ or 5 % of Bid
Performance Bond	$_____ or 100 % of Bid
Payment Bond	$_____ or 100 % of Bid
Construction Bond	$_____ or N/A % of Bid
Other:_____	$_____ or N/A % of Bid

Each bid must be accompanied by a bid bond payable to the City of Brooksville for **five (5) percent of the total amount of the bid**. A certified check may be used in lieu of a bid bond.

I. Number of Copies of Bid Forms with original signature(s) Required:

All bids must be made on the required BID forms. All blank spaces for BID prices must be filled in, in ink or typewritten, and the BID form must be fully completed and executed when submitted. **ONE (1) original** signature version of the BID and all other required information and THREE **(3) copies** of the BID with copies of all the other required information are to be submitted.

K. Optional Additive Alternate Bids are Encouraged:

To have an Optional Additive Alternate Bid considered, Bidder must submit a complete bid for the base bid. Optional Additive Alternate Bid must be submitted in a separate envelope at same time base bid is submitted.

NOTICE: Bids/Proposals may be rejected if all documents are not complete and executed, and the number of copies specified/requested of each are not submitted with the bid.

GENERAL INSTRUCTIONS AND CONDITIONS

(1) NOTICE TO BIDDERS/PROPOSERS

The following general instructions and conditions apply to all Requests for Bids/Proposals unless modified by the provisions set forth in the **"Special Instructions and Conditions"** attached hereto. If there is a conflict between the "Special Instructions and Conditions" and these "General Instructions and Conditions," the provisions in the Special Instructions and Conditions will apply. **Note: the General Instructions and Conditions and the Special Instructions and Conditions are periodically revised; potential Bidders/Proposers should read both carefully prior to submitting a Bid/Proposal. The attached Special Instructions and Conditions apply only to this Bid/Proposal.**

(2) SUBMITTAL OF BIDS/PROPOSALS

Qualified businesses or individuals requesting consideration must submit a complete Bid/Proposal with any/all attachments in a sealed package clearly marked with the **name** and **number of the Bid/Proposal**, to the attention of the City Clerk, prior to closing time at the address shown in the **Special Instructions and Conditions** attached hereto. If not so marked as to this wording, sealed and/or received by the closing time, the Bid/Proposal will not be accepted. Bid/Proposal packages, additional information regarding this Bid/Proposal, or the bidding procedures may be obtained by contacting the City Clerk, 201 Howell Avenue, Brooksville, FL 34601, (352) 540-3853.

It shall be the sole responsibility of the Bidders/Proposers to have their Bid/Proposal delivered on or before the closing time and date stated in the **Special Instructions and Conditions**. Any Bids/Proposals received after the stated time and/or due to delays caused by mail or courier delivery, or any other reason, shall not be opened or otherwise considered, and will be returned at the bidder's/proposer's expense.

Bids/Proposals shall be opened and publicly announced at the City Council Chambers, City Hall, 201 Howell Avenue, after closing of Bids/Proposals, unless otherwise specified in the Special Instructions and Conditions.

(3) SPECIFICATIONS AND REQUIREMENTS

The detailed specifications and additional requirements relating to this Bid/Proposal are set forth in the Special Instructions and Conditions attached hereto.

SILENCE OF SPECIFICATIONS: The apparent silence of any specification as to any details or any omission of a detailed description concerning any point shall be regarded as meaning that only the best construction practices are to prevail and that only new materials of first quality and correct type, size and design are to be used. All workmanship is to be first quality. All interpretations of specifications shall be made accordingly by the City.

(4) BID/PROPOSAL FORM

Bidders/Proposers shall complete, sign and furnish the "Bid Certification Form", together with the forms, specifications and materials required in the "Special Instructions and Conditions" or any exhibits attached hereto. This will include a properly executed Drug-Free Workplace Certification, and a Sworn Statement on Public Entity Crimes Form, pursuant to Section 287.133(3)(a), Florida Statutes. The minimum number of complete Bid/Proposal packages to be submitted is set forth in the Special Instructions and Conditions.

If the "Special Instructions and Conditions" include a "Scope of Work" provision, and/or provide for a supplemental and or implementing agreement, the City reserves the right to modify the "Scope of Services." Further, the terms and conditions of any such agreement shall be modified prior to execution by the City, if such modifications are determined to be in the best interest of the City.

Bids/Proposals may be considered non-responsive, at the sole option of the City, and may be rejected if they include omissions, alterations of form, additions not called for, conditions or limitations, unauthorized alternate Bids/Proposals, submission of less than the number of bid packages requested, or other irregularities of any kind.

Unless otherwise stated, the price(s) set forth in the Bid/Proposal include(s) all costs and expenses for labor, equipment, materials, commissions, transportation charges and expenses, handling material inspection, and patent fees and royalties, together with any and all other costs and expenses for providing the service, equipment, materials or performing and completing the work as shown according to the plans and specifications herein.

If quotations are requested for the various items of work, they are intended to establish a total price for providing the materials, equipment, services, or completing the work in its entirety. If the Bidder/Proposer determines that the cost for any item of work has not been established by the Proposal Form, the cost for that work is to be included in other applicable Bid/Proposal item(s), so that the Bid/Proposal reflects the total price for completing that work in its entirety.

In the event of a discrepancy between a unit bid price and an extension, the unit bid price will govern. Written prices shall govern over figures.

(5) CLARIFICATION AND ADDENDA

Each Bidder/Proposer shall examine all Bid/Proposal documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries, suggestions or requests concerning the interpretation, clarification or additional information pertaining to this Invitation to Bid/Request for Bid/Proposal will be accepted by the City Clerk up to and including five (5) working days prior to the closing date and time stated herein. The issuance of a written addendum signed by the City Clerk is the only official method whereby interpretation, clarification or additional information can be given. The City shall not be responsible for oral interpretations given by any City employee, representative or others. If any addenda are issued, the City will attempt to notify all known prospective Bidders/Proposers. However, it shall be the responsibility of each Bidder/Proposer, prior to submitting a Bid/Proposal, to contact the City Clerk's Office to determine if addenda were issued, and to make such addenda a part of the Bid/Proposal. If an addendum has been issued, and was not incorporated in the Bid/Proposal documents submitted by Bidder/Proposer, the Bid/Proposal may not be accepted or considered by the City.

(6) MANUFACTURER’S NAMES AND APPROVED EQUIVALENTS

Unless otherwise specifically stated in the Special Instructions and Conditions, any manufacturer’s names, trade names, brand names, catalog numbers, or similar information listed in a specification, are for the purpose of information and illustration, and are not intended to restrict the submission of alternates meeting minimum specifications. The Bidder/Proposer may offer the same or any alternate for which the Bidder/Proposer is an authorized representative, which meets or exceeds the specifications for any item. If a manufacturer’s name or model is included in the specification, and a Bid/Proposal is based on alternate products or services which Bidder/Proposer maintains is equivalent and meets or exceeds specifications, Bidder/Proposer is to indicate on the Bid/Proposal Form the manufacturer’s name and related information of the alternate; including any deviation from the specifications. Unless expressly noted on the Bid/Proposal that an alternate is being proposed, and the specification includes a specific manufacturer’s model or brand, the Bid/Proposal will be considered as a quotation for the item(s) stated in the specifications.

(7) INFORMATION AND DESCRIPTIVE LITERATURE

Bidders/Proposers must furnish all information requested in the Bid/Proposal packet including but not limited to any sketches, plans, designs, specification, and descriptive literature regarding the product(s)/service(s) being offered. Bids/Proposals which do not comply with these requirements are

subject to rejection. Reference to submission of documentation or materials with a previous Bid/Proposal will not satisfy this provision.

(8) BONDS/INSURANCE

If the Bid/Proposal is accepted by the City, it will become a binding contract on both parties. If a bond or cashiers/certified check is required as a bond, it shall be submitted with the Bid/Proposal. If the undersigned shall fail to deliver or perform, or if applicable, execute a contract if provided for herein, then the City may, at its option, determine that the undersigned has abandoned the award/contract, and thereupon such acceptance of the Bid/Proposal and/or award shall be null and void, and any cashiers/certified check or bond accompanying this Bid/Proposal shall be forfeited to and become the property of the City. The full amount of said check, or if a bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any bond or cashiers/certified check accompanying this Bid/Proposal shall be returned to the undersigned within 30 calendar days from the date of award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.

If a bid or proposal bond is required, the bonds of unsuccessful Bidders/Proposers will be returned within 30 calendar days of the Bid/Proposal due date, except as set forth below.

If a proposal is subject to the Competitive Negotiations Act, the bonds will be returned within 60 days of the proposal due date, except for the bond of the 3 highest ranked proposers. Within 30 days of execution of a contract, bonds from the remaining unsuccessful proposers will be returned.

Bid bond, if required, will be returned within 30 calendar days of delivery/acceptance of the item(s) bid or service(s) provided, unless a standard payment and performance bond is required. When a standard Payment and Performance Bond is required, the bid bond of the successful Bidder/Proposer will be returned within 30 calendar days from the date of the Notice to Proceed.

In the event a bid is awarded, a proposal is accepted, and/or a contract is executed, and the Bidder/Proposer chooses not to proceed, or fails to perform for any reason, the bond will be forfeited and retained by the City as partial liquidated damages. Future Bids/Proposals will not be accepted for consideration from the Bidder/Proposer for five (5) years, or such shorter period as the City Council may determine.

In the event an award/selection is not made within 90 days after the Bid/Proposal due date and the City does not return all bonds, upon 30 business days written request, a bidders/proposer may withdraw their bid or proposal from consideration, and obtain a refund of the Bid/Proposal bond.

All Awards will be subject to presentation of any required performance bond or certificate of insurance prior to any purchase authorizations, agreements, contract documents, or delivery. The Bidder/Proposer shall maintain any performance bonds or insurance coverage set forth in the Special Instructions and Conditions, at its own expense. If insurance is required, the City is to be listed on the bidder's/proposer's Certificate of Insurance as an additional insured and certificate holder in order that the City will be notified if the insurance is canceled or modified. The certificate shall also list the name of the project/service/equipment purchased, and the expiration date of the policy. At the City's option, an award may be canceled and any bid bond forfeited if any required performance bond or insurance certificate is not delivered within 21 calendar days of the date of award.

Note: the provisions of this section are in addition to and not a replacement for, any Bid/Proposal and/or performance bond required in the Special Instructions and Conditions. The foregoing provisions are intended to be in addition to any other legal remedy available to the City for non-performance by a Bidder/Proposer subsequent to the acceptance and/or award of a bid or proposal.

(9) SERVICE AND WARRANTY

If any warranty repair or replacement service is requested in the Special Instructions and Conditions, any deviation or limitation from the requirements is to be expressly stated on the Bid Request for Proposal Certification Form.

If the service or product provided to the City pursuant to the bid consists of computer hardware, software or firmware, the Bidder/Proposer warrants that said product will accurately process/or reflect data from, into and between the twentieth and twenty-first centuries, including leap-year calculations.

(10) CONTRACT FORMS

Any agreement or contract resulting from the acceptance of a Bid/Proposal shall be on forms either supplied by or approved by the City, and shall contain, as a minimum, applicable provisions of the Invitation to Bid/Request for Proposal, and the Bid/Proposal documents to be submitted by Bidder/Proposer, including the Special Instructions and Conditions, General Instructions and Conditions, and all attachments therewith. The City reserves the right to reject any Bid/Proposal or resulting agreement which does not conform to the Invitation to Bid/Proposal and, if applicable, any City requirement relating to such an Agreement.

The City reserves the right to extend any contract or agreement for an additional period of not more than ninety (90) days beyond the original expiration date. Prices in effect on the last day of the contract shall remain in effect for the contract extension period. Additional extensions shall be subject to agreement of both parties.

The successful Bidder/Proposer will be required to execute any resulting agreement and provide any bonds or insurance certificates required within 10 days of contract execution. Failure to timely execute the necessary bond or insurance certificate will result in cancellation of an award, with no further obligation by the City.

This Bid/Proposal is subject to the appropriation of funds in an amount sufficient to allow continuation of the City's performance in accordance with the terms and conditions of this Bid/Proposal for each and every fiscal year in which this Bid/Proposal is executed and entered into. If funds are not appropriated/available, the City shall provide prompt written notice to the selected Bidder/Proposer that effective thirty (30) days after giving such notice, or upon the expiration of the time for which funds were appropriated, whichever occurs first, the City will thereafter be released of all further obligations related to the Bid/Proposal and/or award.

(11) BID/PROPOSAL EXPENSES

All expenses for preparing and submitting Bids/Proposals to the City are to be borne by the Bidder/Proposer.

(12) VARIANCES

Any variance whatsoever from the Bid/Proposal Specifications are to be clearly identified on the Bid/Proposal form. Acceptance of any proposed variations will be at the sole discretion of the City.

(13) CONFLICT OF INTEREST

The award of a bid or acceptance of proposal is subject to Chapter 112, Florida Statutes. All Bidders/Proposers must disclose with their Bid/Proposal the name of any officer, director, or agent who is a city official or employee, or a member of an official's or employee's immediate family. Further, Bidders/Proposers must disclose the name of any city official or employee, or a member of an official's or employee's immediate family, who owns directly or indirectly an interest of ten percent (10%) or more in the bidder's/proposer's firm or related business.

(14) DELIVERY

All items provided pursuant to an award are to be delivered prepaid to the City Clerk's Office, 201 Howell Avenue, Brooksville, Florida 34601-2041, unless a different location is specified in the Special Instructions and Conditions. All delivery charges are to be included in the Bid/Proposal price. No Collect on Delivery (C.O.D.) will be accepted. Title and risk of loss or damage to all items shall be the responsibility of the Bidder/Proposer until delivered to the City.

(15) INSPECTION, ACCEPTANCE AND TITLE

All items delivered pursuant to an award are subject to inspection and review prior to acceptance by the City. Acceptance, evidenced by separately written Notice of Acceptance or full payment, will be made only after verification of compliance with all specifications. Acknowledgment of delivery and/or partial payment does not constitute acceptance.

(16) OWNERSHIP RIGHTS AND PUBLIC RECORDS LAW

Public Records Law. Bidder/Proposer acknowledges that they are familiar with the provisions of the Public Records Law of the State of Florida.

Bidder/Proposer agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, Bidder/Proposer agrees to keep and maintain public records that would be required by the City of Brooksville in order to perform the services provided for in this agreement; Bidder/Proposer agrees to provide public access to any required public records in the same manner as a public agency; Bidder/Proposer agrees to protect exempt or confidential records from disclosure; Bidder/Proposer agrees to meet public records retention requirement; and Bidder/Proposer agrees that at the end of the term of this agreement, to transfer all public records to the City of Brooksville and destroy any duplicate, exempt or confidential public records.

All products generated by the Bidder/Proposer for the City become the property of the City. The City may require submission of any electronic file version of reports, data, maps, or other submission of documentation produced for or as a result of this Bid/Proposal in addition to paper documents.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2013), Contractor must:

A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

E. If a contractor does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

(17) RESERVED RIGHTS

The City reserves the right to reject any and all Bids/Proposals, with or without statement of cause, request resubmissions, or to waive any irregularities or technicality or negotiate modifications to any Bid/Proposal which may be in the best interest of the City.

Bidders/Proposers which do not normally engage in providing the types of commodities/services specified herein may be required to demonstrate they have sufficient financial support, equipment, and organization to ensure they can satisfactorily perform if awarded a bid/contract under the terms and conditions herein stated.

The City reserves the right to make such investigations as it deems necessary to determine the ability of any Bidder/Proposer to perform the work or service requested. Any information the City deems necessary to make such determinations shall be provided by the Bidder/Proposer upon request as a condition of further consideration of the Bid/Proposal. The applicability of all information obtained and the City's decision shall be final. By submitting a bid or proposal, Bidder/Proposer authorizes such investigation.

If the contract awarded as a result of this bid is terminated prior to the end of the term, the City reserves the right to award the balance of the contract to the next lowest responsive and responsible bidder.

(18) ADVERTISING

In submitting a Bid/Proposal, Bidder/Proposer agrees not to use the results therefrom as a part of any commercial advertising or marketing purposes without written approval of the City Manager.

(19) GOVERNMENTAL RESTRICTIONS/REQUIREMENTS

In the event any governmental restrictions are imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items offered in a Bid/Proposal, it shall be the responsibility of the successful Bidder/Proposer to immediately notify the City of the specific regulation which required an alteration, and the specific alterations that will be made to the item(s) bid/proposed. The City reserves the right to accept any such alteration/substitution, including any price adjustments resulting therefrom, or to cancel the award at no expense to the City.

(20) NON-DISCRIMINATION

There shall be no discrimination as to race, sex, color, creed, handicap, or national origin in the selection, award, or operations conducted, or performance related to any bid or proposal.

(21) UNAUTHORIZED EMPLOYEES OR AGENTS

Employment of unauthorized aliens by Bidder/Proposer is considered a violation of Section 274A(e) of the Immigration and Nationality Act. If selected Bidder/Proposer knowingly employs unauthorized aliens, such action shall be cause for unilateral cancellation of this agreement and the City may recover damages from selected Bidder/Proposer resulting from such cancellation. The selected Bidder/Proposer shall be responsible for including this provision in any context with, and requiring compliance by any/all subcontracts performing for selected Bidder/Proposer relating to this agreement.

(22) OTHER GOVERNMENTAL ENTITIES - OPTIONAL APPLICATION

In the State of Florida, other Florida public entities may "piggy-back" on competitive Bid/Proposal awards under the same terms and conditions, if all parties are in agreement.

(23) LEGAL NAME

Bids/Proposals shall clearly indicate the legal name and organizational structure, business address, telephone number, and email address of the Bidder/Proposer. Bids/Proposals shall be signed above the typed or printed name and title of the individual submitting the Bid/Proposal. The signer shall warrant he/she has the authority to bind the Bidder/Proposer to the terms and conditions of the submitted Bid/Proposal.

(24) WAGES

State and Federal minimum wages and hour's regulation apply to Bidder/Proposer and all subcontractors.

(25) SELECTION

The City intends to award this bid to the lowest responsive and responsible bidder or bidders. However, the City reserves the right to reject any and all Bids/Proposals. The procedures for the selection/award of Bids/Proposals are provided for by Florida Statutes and the City's Charter, Code of Ordinances, and Administrative Policies. Generally, all Bids/Proposals are reviewed by City staff and evaluated by the City Manager, and if required by law, by a Selection Advisory Committee appointed by the City Manager. The type and price of the product(s) or service(s) being acquired determines if an award or selection may be made by the City Manager or requires City Council approval. For information on which procedure applies to a particular Bid/Proposal contact the City Clerk.

Bids/Proposals will be evaluated based on, but not limited to, one or more of the following criteria as appropriate:

- compliance with specifications,
- price (if applicable),
- capability/adequacy of Bidder/Proposer,
- past and current projects, services or equipment provided to the City,
- delivery schedule,
- prior government projects, services or equipment provided to other jurisdictions, and
- general reputation, location and references.

Separate procedures and requirements relating to Requests for Bids/Proposals/Qualifications apply for certain grant programs and for professional services, for example the Consultants' Competitive Negotiation Act (Florida Statute 287.055), and by the City's Code. When the City initiates such a Request for Proposals/Qualifications, the selection process and related procedures are included in the Special Instructions and Conditions.

Pursuant to Chapter 287.087 Florida Statutes, in the event two (2) or more bids are equal with respect to price, quantity, and services, preference will be given to Bidders/Proposers which have implemented Drug-Free Workplace Programs.

Further, per 287.087(11) "If two equal responses to a solicitation or a request for quote are received and one response is from a certified minority business enterprise, the agency shall enter into a contract with the certified minority business enterprise." In addition, at the sole discretion of the City, payment terms, conditions, and other consequential information may be utilized in resolving apparent tie Bids/Proposals.

NOTE: For consideration, Bidder/Proposer must return the Bid Certification Form included in the Bid/Proposal package.

(26) INDEMNIFY

After notification of award, the successful Bidder/Proposer shall indemnify and save harmless the City and its officials, officers, employees, agents, and invites, from and against all claims, suits, sections, damages,

or causes of action arising from any personal injury, loss of life or damage to property, sustained by reason of, or as a result of constructing, manufacturing, processing, delivery, or performance of the services or work for which the Bid/Proposal was awarded or any resulting agreement executed, and from and against any orders, judgments, or decrees which may be entered thereto, and from and against all costs, attorney's fees, expenses, and liabilities incurred in or by reason of the defense of any such claim, suit or action, and the investigation thereof. Nothing in any resulting agreement shall be deemed to affect the rights, privileges and immunities of the City of Brooksville.

The selected Bidder/Proposer, without exception, shall also indemnify and save harmless the City and its officials, employees, agents, and invites from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented or unpatented invention, process or article manufactured or used in the performance of the contract, including its use by the City. If the selected Bidder/Proposer uses any design, device or materials covered by patent or copyright, it is mutually agreed and understood that the Bid/Proposal prices include all royalties or costs arising from the use in any way of such design, device or materials involved in the product and/or services provided to the City.

(27) MODIFICATION - AFTER AWARD

Any changes proposed by a Bidder/Proposer after an award in (a) materials used, (b) manufacturing process, (c) construction or (d) specifications, are to be submitted in writing to the City Manager prior to delivery. No changes shall be approved and binding upon the City unless evidenced by a Change Order issued and signed by the City Manager.

(28) ASSIGNMENT

Any purchase order issued pursuant to this bid invitation/request for proposal and the funds which may become due hereunder, are not assignable, except with the prior written approval of the City Manager.

(29) DISCLOSURE

Bidder/Proposer acknowledges by submitting a Bid/Proposal that all information provided to the City is part of the public domain as defined by Florida Statutes and is considered a public record. Information should not be labeled "confidential," unless specifically exempted under said Statutes, and exempts the City from any liability for releasing all information to the public, including inadvertently releasing information deemed confidential by the Bidder/Proposer.

(30) TAXES

The City is a tax-exempt Florida municipality, Federal Employment Identification Number 59-6000-284, Florida State Tax Number 37-02-008131-54C. Copies of Exemption Certificate and related information may be obtained by contacting the City Clerk, City of Brooksville, 201 Howell Avenue, Brooksville, Florida 34601-2041 or (352) 540-3853.

(31) APPLICABLE LAWS/LEGAL VENUE

All applicable laws, regulations and ordinances of the State of Florida, Hernando County and the City of Brooksville will apply to consideration and award of any Bid/Proposal and the performance of the Bidder/Proposer pursuant thereto, and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Hernando County, Florida, or the United States District Court for the Middle District of Florida, as applicable.

NOTE: *ANY AND ALL PROVISIONS SET FORTH IN THE* ***SPECIAL INSTRUCTIONS AND CONDITIONS*** *ATTACHED HERETO, WHICH VARY FROM THESE GENERAL INSTRUCTIONS AND CONDITIONS, SHALL HAVE PRECEDENCE.*

CITY OF BROOKSVILLE
DOWNTOWN BULB OUT LANDSCAPE PROJECT
BID NO. PR2015-06

MINIMUM TECHNICAL SPECIFICATIONS

1.0 LANDSCAPING

A. WORK

1. Bulb Outs

   The work involves excavating existing soil, down to a depth of one foot, disposing of same, removing existing plantings, and eradicating existing peanut grass. Existing plantings can be reused only if the contractor can guarantee that peanut grass will not re-occur. Replace excavated soil with approved planting soil and replant as specified.

   After the work above is accepted periodic maintenance as specified and indicated on Landscape Plans is required.

2. SR 45/US 41 Median and R/W Areas

   The work involves the removal of existing landscape materials and the replacement of shrubs and ground cover. Reference the Landscape notes and Specifications. The periodic maintenance of the areas are specified and indicated in the Landscaping Plans.

B. SUBMITTALS

1. Prior to installation, Contractor will submit to the Owner total quantities of the following items intended to be used:

   a. Top soil
   b. Planting soil
   c. Mulch
   d. Sod

2. Plant and Material Certifications: Furnish manufacturer's Certificate of compliance as specified and required.

3. Copies of licenses/certifications belonging to personnel that will be involved in the application of fertilizer or pesticides in the landscape description areas. Along with a copy of the Advanced Maintenance of Traffic (MOT) Work Zone Certification for the person overseeing the MOT activities associated with the project.

4. Manufacturer's or vendor's certified analysis for soil amendments, pre-emergent herbicide, and fertilizer materials.

C. WARRANTY

1. Warranty all planting's for a period of 90 days from date of final acceptance, against defects including death and unsatisfactory growth, except for defects resulting from abuse or damage by others, or unusual phenomena or incidents which are beyond Contractor's control. The Landscape Contractor shall notify the Owner's representative in writing; ten (10) days prior to expiration of warranty periods and said warranty period shall be continued until such written notification is received.

2. At the end of the warranty/guarantee period, the Owner's Authorized Representative will conduct an inspection. All plants that are dead or not in satisfactory growth, as determined by the OAR, shall be removed from the site and shall be immediately replaced.

3. Remove and replace shrubs, or other plants found to be dead or in unhealthy condition during warranty period. Make replacements during growth season following end of warranty period. Replace shrubs and other plants that are in doubtful condition at end of warranty period unless, in opinion of Owner, it is advisable to extend warranty period for a full growing season. All replacements shall be plants of the same kind and size as specified in the Plant List. They shall be furnished and planted as specified with no additional cost to the Owner. All replacement shall be guaranteed for an additional period of three (3) months.

D. TOPSOIL

1. Topsoil for landscape work is not available on site and must be furnished as specified.

2. Provide new topsoil that is fertile, friable, natural loam, surface soil, reasonably free of subsoil, clay lumps, brush, weeds and other litter, and free of roots, stumps, stones larger than ½ inch in any dimension, and other extraneous or toxic matter harmful to plant growth. Topsoil shall be obtained from naturally drained sources; shall contain at least 25 percent organic matter. Acidity shall range from pH 5.0 to pH 7.0 inclusive. Top soil shall be proportioned by volume rather than weight. No site mixing will be accepted.

E. PLANTING SOIL

1. Planting soil shall consist of an evenly blended mixture of the following and as per the depth shown on the planting details provided within the contract documents:

2. Prior to installation, Contractor is to provide Owner with total cubic yards of planting soil intended to be used.

3. Mulch: 3" minimum organic mulch, free from deleterious materials and suitable for top dressing of shrubs or ground covers and consisting of the following:

   a. Golden Pine Bark Mulch.

4. Commercial Fertilizer: Complete fertilizer of neutral character, with some elements derived from organic sources. The fertilizer mixture shall contain minor elements suitable for the plants being used. The source of the nutrients shall be suitable for the various specific types of plants being used (acid or alkaline). All fertilizer to be slow release. Details provided within the contract documents

F. PLANT MATERIALS

Quality: Provide shrubs and other plants of size, genus, species, and variety shown and scheduled for landscape work and complying with recommendations and requirements of ANSI Z60.1 "American Standard for Nursery Stock." Collected plants shall not be used unless called for in the specifications or approved in writing by the Architect.

G. PREPARATION OF REPLACEMENT SHRUBS AND GROUND COVER FOR SR 45/US41 PHASE 1 AND 2.

Reference Landscape Plans and Specifications for Phases 1 and 2.

H. PREPARATION OF BULBOUT PLANTING BEDS

1. Remove 12 inches of soil and replace with prepared planting soil mixture and fertilizers.

2. Dig beds not less than 12 inches deep.

3. Loosen sub-grade of planting bed areas to a minimum depth of 12 inches using a culti-mulcher or similar equipment. Remove stones measuring over 1-1/2 inches in any dimension. Remove sticks, stones, rubbish, and other extraneous matter. Where excessive soil compaction occurs, the contractor shall loosen two and a half (2 ½) times deeper than specified depth as noted on the planting details located within the Contract Documents.

4. Spread planting soil mixture to minimum depth required to meet lines, grades, and elevations shown, after light rolling and natural settlement, but not less than 12" deep. Place approximately ½ total amount of planting soil required. Work into top of loosened sub-grade to create a transition layer, and then place remainder of the planting soil.

I. PLANTING GROUND COVER

1. Space ground cover plants as indicated or scheduled. Triangular spacing to be used in all ground cover beds.

2. Excavate entire ground cover beds to allow for spreading of roots and backfill with planting soil. Work soil around roots to eliminate air pockets and leave a slight saucer indentation around plants to hold water. Water thoroughly after planting, taking care not to cover crowns of plants with wet soil.

3. Mulch areas between ground cover plants as specified.

J. MAINTENANCE

1. Begin maintenance immediately after planting.

2. Maintain shrubs and other plants until final acceptance, but in no case, less than 90 days after substantial completion of planting.

3. Maintain shrubs and other plants by pruning, cultivating and weeding as required for healthy growth. Restore planting saucers. Tighten and repair stake and guy supports and reset trees and shrubs to proper grades or vertical position as required. Restore or replace damaged wrappings. Spray as required to keep trees and shrubs free of insects and disease.

K. CLEANUP AND PROTECTION

1. During landscape work, keep pavements clean and work area in an orderly condition.

2. Protect landscape work and materials from damage due to landscape operations, operations by other contractors and trades. And trespassers. Maintain protection during installation and maintenance periods. Treat, repair, or replace damaged landscape work as directed.

3. Damage resulting from erosion, gullies, washouts or other causes shall be repaired by filling with topsoil, tamping, re-fertilizing and slope stabilizing by the Contractor.

L. INSPECTION AND ACCEPTANCE

1. When landscape work is substantially completed, the Owner's Representative will, upon request, make an inspection to determine substantial completion acceptance. If all materials and workmanship are found to be acceptable, the Owner's Representative will furnish written notification of substantial completion, thus beginning the stipulated maintenance periods.

2. Landscape work may be inspected for substantial completion in portions as agreeable to the Owner's Representative provided each portion of work offered for inspection is complete.

3. When inspected landscape work does not comply with requirements, replace rejected work and continue specified maintenance until re-inspected by the Owner's Representative and found to be acceptable. Remove rejected plants and materials promptly from project site.

AGREEMENT FOR CONTRACTOR SERVICES
DOWNTOWN BULB OUT LANDSCAPE PROJECT
BID NO.: PR2015-06

This Agreement made as of this ____ day of, _____, 2015, by and between the **City of Brooksville**, Florida - (the "CITY"), and _____**,** authorized to do business in the State of Florida (the "CONTRACTOR"), and whose address is _____ Phone: _____ Fax: _____.

In consideration of the mutual promises contained herein, the CITY and the CONTRACTOR agree as follows:

ARTICLE 1 - SERVICES

The CONTRACTOR'S responsibility under this Agreement is to furnish, deliver, and construct all materials, labor, and equipment and to perform all operations in accordance with the plans and specifications and as listed in the Bid Form for the **DOWNTOWN BULB OUT LANDSCAPE PROJECT - BID NO. PR2015-06.**

Services of the CONTRACTOR shall be under the general direction of the CITY MANAGER, who may designate a person to act as the CITY'S representative (hereinafter "REPRESENTATIVE") during the performance of this Agreement.

ARTICLE 2 - SCHEDULE

This contractor shall commence services on _____, 20__ and complete all services by _____, 20__, unless extended by the CITY by issuance of a change order.

ARTICLE 3 - PAYMENTS TO CONTRACTOR

A. The CITY shall pay to the CONTRACTOR for services satisfactorily performed **$**_____, which includes all direct charges, indirect charges and reimbursable expenses, if any. The CONTRACTOR will bill the CITY monthly.

B. The invoices received from the CONTRACTOR pursuant to this Agreement will be reviewed and approved by the Department of Public Works, indicating that services have been rendered in conformity with the Agreement, and then will be sent to the Finance Department for payment. The invoice must specify the work performed. Ten percent (10%) of each invoiced amount will be withheld and retained by the CITY until completion of the work to the satisfaction of the CITY.

C. In order for both parties herein to close their books and records, the CONTRACTOR will clearly state "final invoice" on the CONTRACTOR'S final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to the CITY. Since this account will thereupon be closed, any and other further charges if not properly included on this final invoice shall be waived by the CONTRACTOR.

D. CONTRACTOR acknowledges that it has reviewed the scope of work and inspected the work site and does not anticipate having any CONTRACTOR requested change orders.

ARTICLE 4 - TERMINATION

This Agreement may be terminated by the CONTRACTOR on 30 days prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms hereof through no fault of the CONTRACTOR. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONTRACTOR. Unless the CONTRACTOR is in breach of this Agreement, the CONTRACTOR shall be paid for services rendered to the CITY'S satisfaction through the date of termination. After receipt of a termination notice and except as otherwise directed by the CITY the CONTRACTOR shall:

A. Stop work on the date and to the extent specified.

B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.

C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.

D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 5 - PERSONNEL

The CONTRACTOR represents that it has or will secure at its own expense all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CITY.

All of the services required herein under shall be performed by the CONTRACTOR or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under State and local law to perform such services.

The CONTRACTOR warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 6 - SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly under this Agreement. The CONTRACTOR is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Agreement, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONTRACTOR shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 7 - FEDERAL AND STATE TAX

The CONTRACTOR shall be responsible for payment of its own FICA and Social Security benefits with respect to this Agreement and the personnel it employs.

ARTICLE 8 – INSURANCE & BONDS

A. The CONTRACTOR shall not commence work under this Agreement until it has obtained all insurance and bonds required under this paragraph and such insurance has been verified by the CITY.

B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida.

The CONTRACTOR shall maintain, during the life of this Agreement, comprehensive automobile liability insurance in the amount of $1,000,000 and $2,000,000 combined single limit for property damage and bodily injury liability covering claims which may arise from the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles, whether such operations be by the CONTRACTOR or by anyone directly or indirectly employed by the CONTRACTOR. CONTRACTOR shall purchase and maintain a policy or policies of commercial general liability insurance satisfactory in all respects to CITY, and casualty and extended coverage insurance. All policies shall be occurrence form policies and shall name CITY as an additional insured, with the premium thereon fully paid by CONTRACTOR on or before their due date. The general liability insurance policy shall afford minimum protection of $1,000,000 and $2,000,000 combined single limit coverage for bodily injury.

Required insurance shall be documented in Certificates of Insurance which provide that CITY shall be notified at least 30 days in advance of cancellation, non-renewal or adverse change. New Certificates of Insurance are to be provided to CITY at least 15 days prior to coverage renewals. City of Brooksville, Florida is to be named as an additional insured entity.

If requested by CITY, CONTRACTOR shall furnish complete copies of its insurance policies, forms and endorsements.

For commercial general liability coverage, CONTRACTOR shall, at the option of CITY, provide an indication of the amount of claims, payments or reserves chargeable to the aggregate amount of liability coverage.

Receipt of certificates or other documentation of insurance or policies or copies of policies by CITY, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of CONTRACTOR'S obligation to fulfill the insurance requirements herein.

CONTRACTOR shall also purchase and maintain workers compensation insurance for all obligations imposed by law, with employer's liability limits of at least the statutory limit, or provide notarized affidavit of exemption listing relevant statutes. CONTRACTOR shall also purchase any other coverages required by law.

CONTRACTOR'S maintenance of the insurance policies required hereunder shall not limit or otherwise affect its liability hereunder.

C. In the event that a performance or payment bond is required due to use of grant funds for the project, by City Council or as otherwise required, the CONTRACTOR shall not commence work under this Agreement until it has obtained the required bonds and provided such bonds to the CITY.

ARTICLE 9 - EXCUSABLE DELAYS

The CONTRACTOR shall not be considered in default by reason of any failure in performance if such failure arises out of causes reasonably beyond the CONTRACTOR'S control and without its fault or negligence. Such causes may include, but are not limited to: acts of God; the City's omissive and commissive failures; natural or public health emergencies; labor disputes; freight embargoes; and severe weather conditions. If failure to perform is caused by the failure of the CONTRACTOR'S subcontractor(s) and is without the fault or negligence of them, the CONTRACTOR shall not be deemed to be in default.

Upon the CONTRACTOR'S request, the CITY shall consider the facts and extent of any failure to perform the work and, if the CONTRACTOR'S failure to perform was without its fault or negligence as determined by the CITY, any affected provision of this Agreement shall be revised accordingly; subject to the CITY's rights to change, terminate, or stop any or all of the work at anytime.

ARTICLE 10 - LIQUIDATED DAMAGES

Liquidated damages shall be paid to the CITY at the rate of $200 per day for all work awarded under the contract until the work has been satisfactorily completed as provided by the Contract Documents. Sundays and Legal Holidays shall be excluded in determining days in default.

It is agreed that the amount is the per-diem rate for damage incurred by reason of failure to complete the work. The said amount is hereby agreed upon as the reasonable costs which may be accrued by the CITY after the expiration of the time of completion. It is expressly understood and agreed that this amount is not to be considered in the nature of a penalty, but as liquidated damages which have accrued against the CONTRACTOR. The CITY shall have the right to deduct such damages from any amount due, or that may become due the CONTRACTOR, or the amount of such damages shall be due and collectable from the CONTRACTOR or Surety.

ARTICLE 11 - ARREARS

The CONTRACTOR shall not pledge the CITY'S credit or make it a guarantor of payment or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness.

ARTICLE 12 - DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONTRACTOR shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amount due, all documents and materials prepared by and for the CITY under this Agreement.

All written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the CITY or at its expense will be kept confidential by the CONTRACTOR and will not be disclosed to any other party, directly or indirectly, without the CITY'S prior written consent.

Such information and data shall be and will remain the CITY'S property and may be reproduced and reused at the discretion of the CITY.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps, or other submission of documentation produced for or as a result of this project in addition to paper documents.

The CITY and the CONTRACTOR shall comply with the provisions of the Florida Public Records Law.

Public Records Law. CONTRACTOR acknowledges that it is familiar with the provisions of the Public Records Law of the State of Florida.

CONTRACTOR agrees to comply with Chapter 119, Florida Statutes, and specifically per Florida Statute 119.0701, CONTRACTOR agrees to keep and maintain public records that would be required by the City of Brooksville in order to perform the services provided for in this Agreement; CONTRACTOR agrees to provide public access to any required public records in the same manner as a public agency; CONTRACTOR agrees to protect exempt or confidential records from disclosure; CONTRACTOR agrees to meet public records retention requirement; and CONTRACTOR agrees that at the end of term of this Agreement, to transfer all public records to the City of Brooksville and destroy any duplicate exempt or confidential public records.

All products generated by the CONTRACTOR for the CITY become the property of the CITY. The CITY may require submission of any electronic file version of reports, data, maps or other submission of documentation produced for or as a result of this Bid/Proposal in addition to paper documents.

Further, in accordance with the Public Records Laws of the State of Florida, Section 119.0701, (2013), Contractor must:

A. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.

B. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.

C. Ensure that public records that are exempt or confidential and exempt from public records are not disclosed except as authorized by law.

D. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy any duplicate public records that are exempt or confidential and exempt from public record disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the public agency.

E. If a contractor does not comply with a public records request, the public agency shall enforce the contract provision in accordance with the contract.

All covenants, agreements, representations, and warranties made herein, or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

ARTICLE 13 - INDEPENDENT CONTRACTOR RELATIONSHIP

The CONTRACTOR is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the CONTRACTOR'S sole direction, supervision, and control. The CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all

respects the CONTRACTOR'S relationship and the relationship of its employees to the CITY shall be that of an independent contractor and not as employees or agents of the CITY.

The CONTRACTOR does not have the power or authority to bind the CITY in any promise, agreement or representation.

ARTICLE 14 - CONTRACT ASSIGNMENT

The CONTRACTOR shall not sublet, sell, transfer, assign or otherwise dispose of the CONTRACT or any portion thereof, or of his right, title, or interest therein, without written consent of the CITY. The CONTRACTOR shall complete the work contemplated by the terms and conditions of this Agreement in an amount equivalent to at least 50 percent (50%) of the dollar value of work to be performed under this Contract utilizing its own business or corporate entity, so that no single labor, material man, or subcontractor shall be permitted to perform more than 50% of the work contemplated by this Contract.

ARTICLE 15 - AMENDMENT

None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by a written instrument executed by the parties hereto.

ARTICLE 16 - ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Agreement, or because of an alleged dispute, breach, default, or misrepresentation in connection with any provision, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all expenses even if not taxable as court costs (including, without limitation, all such fees, costs and expenses incident to appeals), incurred in that action or proceeding, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 17 - AUTHORITY TO PRACTICE

The CONTRACTOR hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner.

ARTICLE 18 - SEVERABILITY

If any term or provision on this Agreement, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement, or the application of such terms or provisions to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected, and every other term and provision of this Agreement shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 19 - CITY'S REPRESENTATIVE AND AUTHORITY

The person designated by the CITY MANAGER shall serve as the CITY'S REPRESENTATIVE and shall decide questions which may arise as to quality and acceptability of materials furnished and work performed, and shall interpret the intent of the Contract Documents with reasonable promptness.

The REPRESENTATIVE will not be responsible for the construction means, controls, techniques, sequences, procedures, or construction safety.

The REPRESENTATIVE may assign Project Inspector(s) who shall serve to assist the REPRESENTATIVE in determining if the work performed and the materials used meet the Contract requirements. The Project Inspector shall be authorized to issue Field Orders. The Project Inspector shall be authorized to stop all or any portion of the work if in his opinion the work is not proceeding according to the requirements of the plans and specifications.

ARTICLE 20 - MODIFICATION

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONTRACTOR of the CITY'S notification of a contemplated change, the CONTRACTOR shall (1) if requested by CITY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the CITY of any estimated change in the completion date, and (3) advise the CITY in writing if the contemplated change shall affect the CONTRACTOR'S ability to meet the completion dates or schedules of this Agreement.

If the CITY so instructs in writing, the CONTRACTOR shall suspend work on that portion of the work affected by a contemplated change, pending the CITY'S decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a contract amendment or change order and the CONTRACTOR shall not commence work on any such change until such written amendment or change order has been issued and signed by each of the parties.

ARTICLE 21 - CONTRACT DOCUMENTS

The other documents which comprise the entire Agreement are attached hereto, made a part hereof and consist of the following:

A. Advertisement for Bids,

B. Special Instructions and Conditions,

C. General Instructions and Conditions,

D. Minimum Technical Specifications,

E. Bid Forms
Bid Certification Form
Drug-Free Workplace Certification
Public Entity Crimes Statement,

G. Addendums (if any),

H. Performance & Payments Bonds (if required),

I. Change Orders (if any).

In the event of a conflict between the terms of the above documents and the terms of this Agreement, the terms of this Agreement shall prevail.

There are no contract documents other than those listed above and there are no promises or understandings other than those stated herein.

ARTICLE 22 - VENUE

All applicable laws, regulations and ordinances of the State of Florida, Hernando County and the City of Brooksville will apply to consideration and award of any Bid/Proposal and the performance of the bidder/proposal pursuant thereto, and shall be governed by the laws of the State of Florida both as to intention and performance. The venue for any action arising from the award or subsequent performance shall lie exclusively in the Circuit Court of Hernando County, Florida, or the United States District Court for the Middle District of Florida, as applicable.

ARTICLE 23 - NOTICE

All notices required in this Agreement shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

City of Brooksville
201 Howell Avenue
Brooksville, Florida 34601
Attention: City Clerk
Phone: (352) 540-3853
Fax: (352) 544-5424
Email: jpeters@cityofbrooksville.us

With a copy to: City Attorney
c/o The Hogan Law Firm
P.O. Box 485
Brooksville, Florida 34605

and if sent to the CONTRACTOR shall be mailed to:

_____

_____

_____

This Agreement is entered into as of the day and year first written above and is executed in at least two original copies of which one is to be delivered to the CONTRACTOR, and one to the CITY CLERK for filing in the official records.

CITY OF BROOKSVILLE, FLORIDA

Attest: _____
Janice L. Peters, CMC
City Clerk

By: _____
Frankie Burnett, Mayor

Contractor Witnesses:
(2 REQUIRED)

Witness: _____
Name

_____
Signature

Witness: _____
Name

_____
Signature

Contractor:

_____
Business Name

By: _____
Signature

_____
Print Name and Title

APPROVED AS TO FORM FOR THE RELIANCE OF THE CITY OF BROOKSVILLE ONLY:

_____
THOMAS S. HOGAN, JR., THE HOGAN LAW FIRM, LLC
CITY ATTORNEY

BID/PROPOSAL CHECKLIST
CITY OF BROOKSVILLE
DOWNTOWN BULB OUT LANDSCAPE
PROJECT - BID NO. PR2015-06

FORMS/ITEMS TO BE RETURNED WITH YOUR BID/PROPOSAL!

The following forms are to be completed/signed by the Bidder/Proposer and submitted to the City:

1. Bid/Proposal Certification Form(s) w/equipment list,

2. One (1) sets with original signatures, notarized signatures required, plus three (3) copies,

2. Bid Bond or Cashier's Check/Certified Check in the amount of 5% of bid,

3. Proof of Insurance in amounts required by the City with the City listed as Certificate Holder and Additionally Insured (See Special Instructions & Conditions),

4. State of Florida Contractor License,

5. Public Entity Crime Statement,
   [Complete items 1 and 6; notarized signature required]

6. Drug-Free Workplace Certification Form,
   [Complete Part I; notarized signature, <u>or</u> sign Part II]

7. List of Subcontractors with names of directors or owners, addresses, telephone numbers, and email address,

8. List of references for similar type work with contact information.

Note: Incomplete Bid/Proposal submissions may not be accepted/considered. Do not modify the forms! Any additional information you desire to present may be included as an attachment.

Reminder: Submit requested number of copies! (See Special Instructions and Conditions)

Bidder/Company Name:_____

BID/CERTIFICATION FORM
CITY OF BROOKSVILLE
DOWNTOWN BULB OUT LANDSCAPE PROJECT
BID NO.: PR2015-06

BIDDERS CERTIFICATION TO THE CITY OF BROOKSVILLE:

1. The undersigned warrants that: (A) This Bid is submitted in response to, and is in compliance with, all terms and conditions applicable thereto as set forth in the Advertisement, Instructions to Bidders, General Instructions and Conditions, Special Instructions and Conditions, Bid/Certification Forms and (if any), the Minimum Technical Specifications, Plans, Addendum, Exhibits, Agreement, Bonds, and Insurance Requirements, each of which has been carefully examined, (B) Bidder or Bidder's representative has made such investigation as is necessary to determine the character and extent of the work and their capability to perform the work, and (C) agrees that if the Bid is accepted by the City, Bidder will provide the necessary labor, materials, machinery, equipment, tools or apparatus, and perform all the work or services required to complete the assignment and/or contract within the time specified according to the requirements of the City as herein and hereinafter set forth, and (D) he/she is authorized to legally execute binding contracts for and on behalf of the Bidder.

2. Please check one:
   - ☐ Bidder declares that the only person, persons, company, or parties interested in this Bid are named in the Bid.
   - ☐ Bidder, or one or more of bidder's officers, principals, or any owner of more than 5% in or of bidder, or members of their immediate families: (A) have a financial interest in another company, project, or property that could benefit financially from this proposed project; and/or (B) another individual or business will be compensated by (or on behalf of bidder) if Bidder is selected by the City to bid the requested services. (Attach a detailed explanation for either.)

3. Bid Bond - If the Bid is accepted by the City, it will become a binding contract on both parties. If a Bid Bond or Cashier's Check/Certified Check is required, it shall be submitted with the Bid. If the undersigned shall fail to deliver or perform, or if applicable, execute a Contract as stated herein, then the City may, at its option, determine that the undersigned has abandoned the Award/Contract, and thereupon such Bid and/or Award shall be null and void, and any Cashier's Check/Certified Check or Bond accompanying this Bid shall be forfeited to and become the property of the City, and the full amount of said check, or if a Bid Bond, the full amount of such bond, shall be paid to the City as partial liquidated damages; otherwise, any Bond or Cashier's Check/Certified Check accompanying this Bid shall be returned to the undersigned within 30 calendar days from the date of Award, or if provisions for a Notice to Proceed are included, from the date of the Notice to Proceed.

4. Bidder proposes and agrees to provide all materials, services or equipment required for the **DOWNTOWN BULB OUT LANDSCAPE PROJECT BID NO. PR2015-06**, for the Total Bid Sum of _____ Dollars ($_____).

5. Number of days from date of the Notice to Proceed that will be required for the final completion of all work as described herein and as shown on the plans. _____
   (Maximum 90 Calendar Days

6. The City reserves the right to accept any or all prices itemized in any combination that best serves the interests of the City. The City further reserves the right to accept or reject any of the components of this Bid, including alternates.

7. BIDDER HEREBY ACKNOWLEDGES RECEIPT OF THE FOLLOWING ADDENDUMS: _____

Name of Bidder: _____

Business structure: ( ) Corporation, ( ) Partnership, ( ) Individual, ( ) Other: _____

If a Partnership: _____

Name(s) of Partner(s):_____

If a Corporation: _____

Incorporated in State of: _____ Date of Incorporation: _____

Business Address: _____

City:_____ State_____ Zip _____

Telephone Number: ( ) _____Fax ( )_____

Submitted By: _____
(Print)

Title:_____

Signature: _____

ATTEST: _____
Secretary

By: _____
Print Name

Affix Corporate Seal
(If Corporation)

State of Florida
County of

The foregoing instrument was acknowledged before me this ___ day of _____, 20__, by _____, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

_____ _____
[Signature of Notary Public] [Printed, typed or stamped name of Notary Public)

NOTE: BIDS MAY BE REJECTED IF ALL DOCUMENTS ARE NOT COMPLETE AND EXECUTED, AND THE NUMBER OF COPIES SPECIFIED/REQUESTED OF EACH ARE NOT SUBMITTED WITH THE BID.

SWORN STATEMENT PURSUANT TO SECTION 287.133(3)(a), FLORIDA STATUTES, ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

1. This sworn statement is submitted to ***City of Brooksville, Florida, a Municipal Corporation, 201 Howell Avenue, Brooksville, Florida 34601*** by_____
[print individual's name and title]

for_____ whose business
[print name of entity submitting sworn statement]

address is_____

_____and (if applicable) it's Federal Identification Number

(FEIN) is_____ (If the entity has no FEIN, include the Social Security

Number of the individual signing this sworn statement_____)

2. I understand that a "public entity crime" as defined in Paragraph 287.133(1)(g), **Florida Statutes,** means a violation of any state or federal law by a person with respect to and directly related to the transaction of business with any public entity or with an agency or political subdivision of any other state or of the United States, including, but not limited to, any bid or contract for goods or services to be provided to any public entity or any agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misrepresentation.

3. I understand that "convicted" or "conviction" as defined in Paragraph 287.133(1)(b), **Florida Statutes,** means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in any federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4. I understand that an "affiliate" as defined in Paragraph 287.133(1)(a), **Florida Statutes,** means:

   1. A predecessor or successor of a person convicted of a public entity crime; or

   2. An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5. I understand that a "person" as defined in Paragraph 287.133(1)(e), **Florida Statutes,** means any natural person or entity organized under the laws of any state or of the United States with the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or services let by a public entity, or which otherwise transacts or applies to transact business with a public entity. The term "person" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.

6. Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. **[Indicate which statement applies.]**

_____ Neither the entity submitting this sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July, 1 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. However, there has been a subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. **[attach a copy of the final order]**

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND, THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THE PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017, FLORIDA STATUTES FOR CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

_____ PR2015-06_____
[signature] **[Reference: Bid Number]**

Sworn to and subscribed before me this ___ day of _____, 20__. Personally known _____ or produced

identification _____
[Type of identification]

Notary Public - State of _____

My Commission expires: _____

_____
[Signature of Notary]

_____
[Printed, typed or stamped commissioned name of Notary Public]

Return to City with Bid
Company Name: _____ Bid Number: PR2015-06

CITY OF BROOKSVILLE

DRUG-FREE WORKPLACE CERTIFICATION

Please complete Part I or Part II as applicable.

In order to be given preference in the award process for having implemented a drug-free workplace program prior to the Bid/Proposal submission date, the Bidder/Proposer is requested to certify that as part of their drug-free workplace program, they have:

1. Published a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specified the actions that will be taken against employees for violations of such prohibition.

2. Informed employees about the dangers of drug abuse in the workplace, the business policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.

3. Given each employee engaged in providing the commodities or contractual services that are under bid a copy of the statement specified in Subsection 1.

4. In the statement specified in Subsection 1, notified the employees that, as a condition of working on the commodities or contractual services that are under bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893 or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.

5. Imposed a sanction on, or required the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by any employee who is so convicted.

6. Made a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

Part I - PROGRAM IMPLEMENTED
I certify that I/we have established a drug-free workplace program meeting the foregoing minimum requirements.

_____ _____
[Printed, typed name] [Signature]

State of Florida
County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 20__, by_____, who is personally known to me or who presented _____ as identification, and who (did) (did not) take an oath.

_____ _____
[Signature of Notary Public] [Printed, typed or stamped name of Notary Public]

_____
[Commission Number of Notary Public]

Part II - PROGRAM NOT IMPLEMENTED

A program meeting the above stated requirements has not been established or has not been fully implemented prior to Bid/Proposal closing date, and therefore I/we are not eligible for certification as a drug-free workplace.

_____ _____
[Signature] [Date]

City Of Brooksville

DOT Bulb Out

Landscape Plan & Maintenance Plan 2015

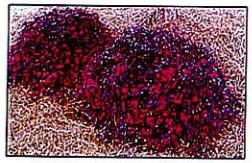
- ❑ Broad Street & Main Street
  - *Landscape Plan – SHEET L - 1*
- ❑ Jefferson Street & Main Street
  - *Landscape Plan – SHEET L – 2*
- ❑ Summary & Specifications, Details, Notes - SHEET L - 3
- ❑ Maintenance Plan – City of Brooksville , SHEET L - 4
- ❑ FDOT MOT Plan 603 & 618 - SHEETS - MOT 1, 2, 3

LANDSCAPE PLANS PREPARED 2/10/15 BY:

MARGARET MOORE LANDSCAPE PLANNING & DESIGN
1210 HAGEN DRIVE, TRINITY, FL. 34655
Phone: 727-376-0205, Fax: 727-376-1201
sirrahs@verizon.net

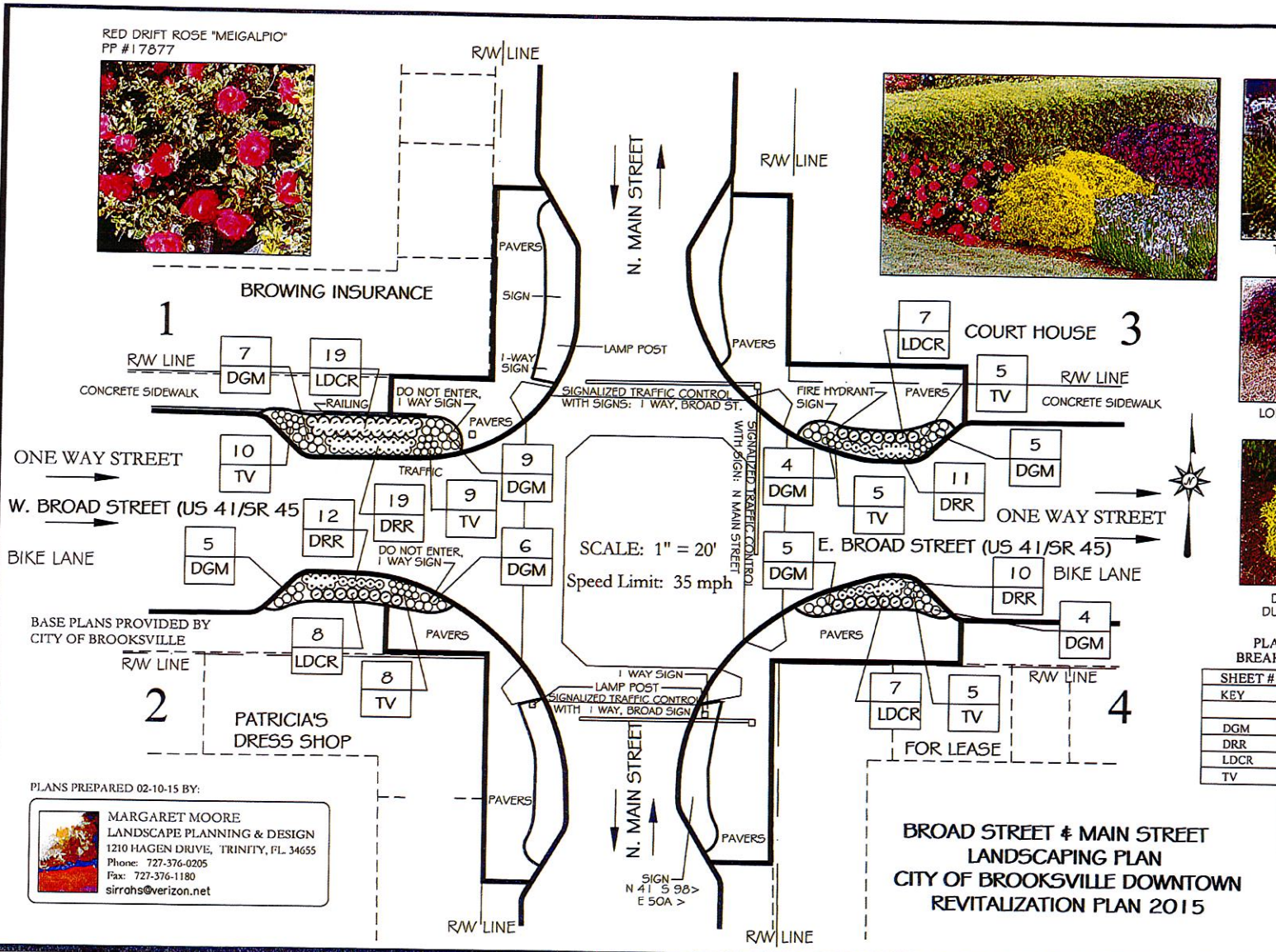
RED DRIFT ROSE "MEIGALPIO"
PP #17877

TULBAGHIA VIOLACEA,
SOCIETY GARLIC



LOROPETALUM, DARUMA
COMPACT RUBY

DWF. GOLD MOUND
DURANTA "SKYFLOWER"



PLANT QUANTITY
BREAKDOWN BY SHEET

SHEET #	L-1	L-2	TOTAL
KEY	Broad	Jefferson	QTY
	QTY	QTY	
DGM	45	33	78
DRR	52	49	101
LDCR	41	30	71
TV	42	33	75

PLANS PREPARED 02-10-15 BY:

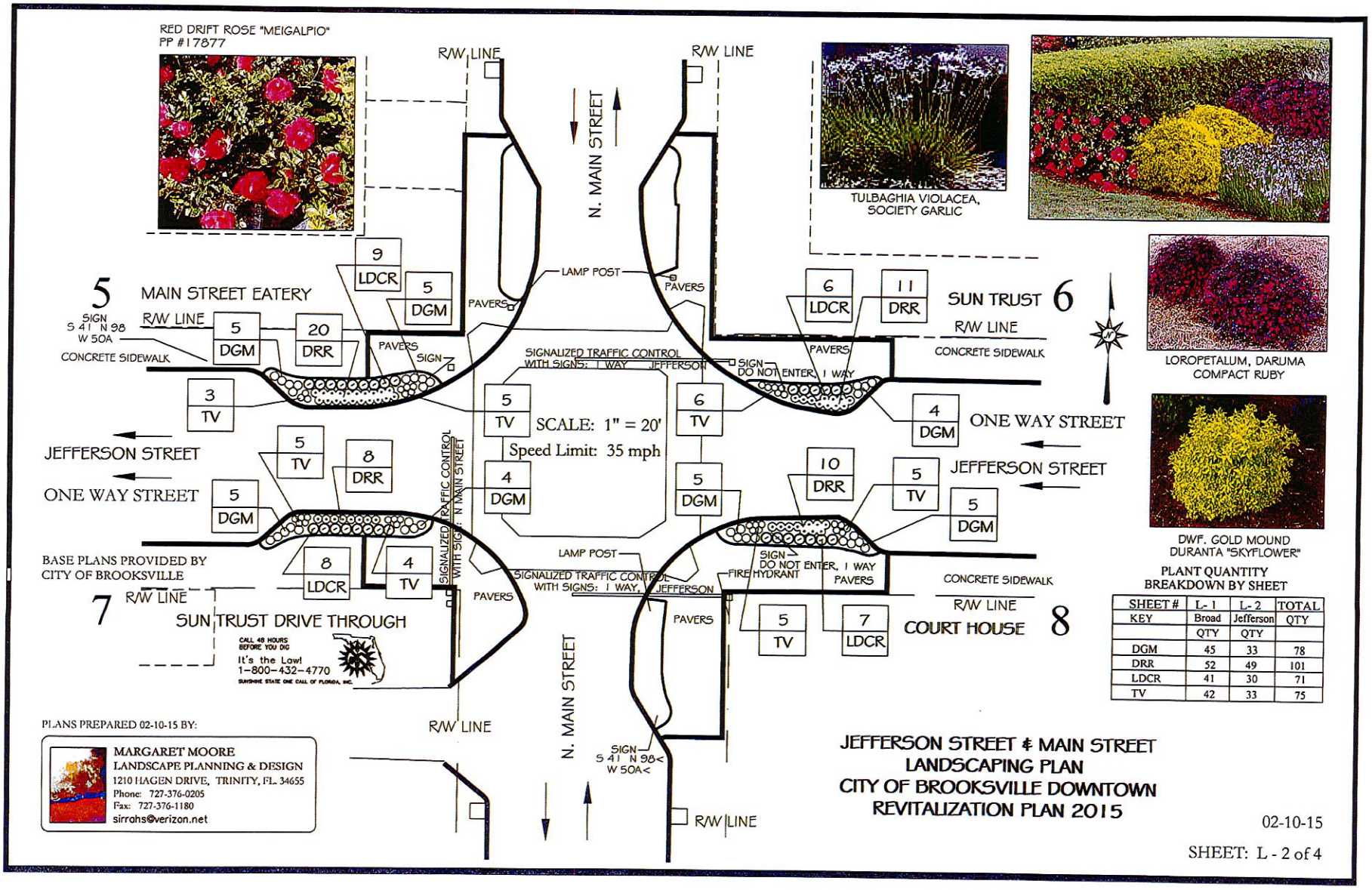
MARGARET MOORE
LANDSCAPE PLANNING & DESIGN
1210 HAGEN DRIVE, TRINITY, FL 34655
Phone: 727-376-0205
Fax: 727-376-1180
sirrahs@verizon.net

CALL 48 HOURS BEFORE YOU DIG
It's the Law!
1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

BROAD STREET & MAIN STREET LANDSCAPING PLAN
CITY OF BROOKSVILLE DOWNTOWN REVITALIZATION PLAN 2015

02-10-15

SHEET: L - 1 of 4



PLANT QUANTITY BREAKDOWN BY SHEET

SHEET #	L- 1	L- 2	TOTAL
KEY	Broad	Jefferson	QTY
	QTY	QTY	
DGM	45	33	78
DRR	52	49	101
LDCR	41	30	71
TV	42	33	75

LANDSCAPE NOTES

GENERAL NOTES:

1. All landscape material shall be installed and maintained at all times in a manner whereby traffic control signage and devices are visible to motorists and pedestrians.
2. Location of all utilities and base information is approximate. Contractor shall verify all underground utilities and obstructions and coordinate with owner's representative prior to beginning installation work. Contractor shall be responsible to repair or replace any damage committed to existing elements above or below ground to its original condition and to the satisfaction of the owner's representative.
3. Contractor shall field adjust location of plant material as necessary to avoid damage to existing underground utilities and/or existing above ground elements. All changes required shall be completed at the contractor's expense and shall be coordinated with the owner's representative.
4. Contractor shall field stake the location of all plant material prior to initiating installation for the review and approval of FDOT and the City. The location of all plant material is subject to field change.
5. Landscape contractor shall coordinate work with irrigation contractor and all other trades.
6. Contractor shall clean the work areas at the end of each working day. Rubbish and debris shall be collected and deposited as directed daily. All materials, products, and equipment shall be stored in an organized fashion as directed by the owner or owner's representative.
7. All plant material shall be in full and strict accordance with Florida no. 1 grade, according to the "grades and standards for nursery plants" published by the Florida department of agriculture and consumer services.
8. Contractor shall remove existing shrubs and groundcover in all areas to be planted with new shrubs and groundcover, as specified.
9. Contractor shall prepare beds for planting where existing vegetation is removed or relocated. See "Fertilizing for Shrubs" notes and "Shrub Planting Detail."
10. Contractor shall be responsible for grading all such areas to insure adequate room for min. 3" uniform depth of mulch after plant installation. Mulch to be flush with top of curb.
11. The contractor shall provide unit prices as requested which include the total cost of the work including but not limited to any and all costs for equipment, material, products, overhead, profit, guarantees, labor, installation, etc. to provide a complete job as outlined on the drawings.
12. Contractor and employee vehicle parking shall be coordinated with the owner or owner's representative. Shuttling of employees to the project areas shall be the responsibility of the contractor.
13. Construction access shall be indicated by the owner. Coordination of heavy equipment and materials shall be the contractor's responsibility. The contractor shall be responsible for scheduling and coordination of work with other trades and the owner or owner's representative.
14. The contractor shall take whatever means that may be necessary to fully understand all the access routes, construction schedules in order to provide a complete and finished project on schedule.
15. All container sizes noted are minimum. Increase size if necessary to provide plant size and specifications. All height and spread specifications are minimum.
16. Shrub and groundcover bed quantities are indicated for each plant bed. All plant quantities for proposals shall be derived solely from drawings and specifications.
17. Shrub and groundcover spacing is indicated on the plant list, under comments, for all plants and shall apply for all "mass planting".
18. Fertilizer shall be delivered to the site unopened in original containers, each bearing the manufacturer's guaranteed analysis. Any fertilizer that becomes caked or otherwise damaged shall not be acceptable. The fertilizer and application rate shall be as recommended from the soil analysis (See Chemical Analysis of Fertilizer in attached information.

PLANS PREPARED 02-10-15 BY:

MARGARET MOORE
LANDSCAPE PLANNING & DESIGN
1210 HAGEN DRIVE, TRINITY, FL. 34655
Phone: 727-376-0205
Fax: 727-376-1180
sirrahs@verizon.net

PLANT QUANTITY BREAKDOWN BY SHEET

SHEET #	L - 1	L - 2	TOTAL
KEY	Broad	Jefferson	QTY
	QTY	QTY	
DGM	45	33	78
DRR	52	49	101
LDCR	41	30	71
TV	42	33	75

LANDSCAPE SUMMARY AND SPECIFICATION: ALL PLANTS TO BE FLORIDA #1 OR BETTER

SYMBOL	QTY	KEY	BOTANICAL NAME	COMMON NAME	SIZE AT PLANTING	MAX. MAINTAINED HEIGHT
	78	DGM	DURANTA, GOLD MOUND "SKYFLOWER"	DWARF, GOLD MOUND "SKYFLOWER"	3 GALLON, 10 - 12" SPREAD, FULL	24"
					UNIFORM PLANTS, 24" ON CENTER	
	101	DRR	ROSA, *MEIGALPIO (RED DRIFT)	DWARF, RED DRIFT ROSE (pH 6.0 - 6.5)	3 GALLON, 10 - 12" SPREAD, FULL	NATURAL HEIGHT OF 24"
					UNIFORM PLANTS, 24" ON CENTER	
	71	LDCR	LOROPETALUM, DARUMA COMPACT RUBY	DARUMA COMPACT RUBY LOROPETALUM	3 GALLON, 12 - 14" HEIGHT/SPREAD, FULL	36" OR LESS
			or VIBURNUM OBOVATUM, (SHILLER'S DELIGHT)	or MRS. SHILLER'S DELIGHT VIBURNUM	UNIFORM PLANTS, 36" ON CENTER	
	75	TV	TULBAGHIA VIOLACEA	SOCIETY GARLIC*	1 GALLON, FULL UNIFORM, 18" ON	NATURAL HEIGHT
					CENTER, DOUBLE STAGGERED, AS SHOWN	
			MULCH	GOLDEN PINE MULCH or PINE NUGGETS	3" UNIFORM THICKNESS, CONTRACTOR TO VERIFY AMOUNT	

19. The owner shall contact the Department's Brooksville Operation Center at 352-848-2600 and One-Call, 811 two (2) full working days prior to the start of installation. The owner shall also contact the Brooksville Operation Center two (2) weeks prior to beginning installation to locate highway lighting conduit.
    Unless otherwise determined by the Department, any lane closures shall be restricted:
    - During daytime hours from 9:00 A.M. to 3:00 P.M. on week days only (Monday - Friday.)
    - During night time hours (if applicable) from 9:00 P.M. to 5:30 A.M. on week nights only.
    - No work shall be performed on State Holidays.
20. The owner shall provide the Department with the name, contact telephone number, email address and Advanced Certificate of the qualified individual who will be the Work Zone Maintenance of Traffic Safety Supervisor.
21. All landscape material shall be installed and maintained at all times in a accordance with FDOT Standard Index 546 and 700 and all other applicable Department Standards and regulations.
22. Pursuant to Section 2.10 of the Department's "Roadway and Roadside Maintenance" Procedure (Topic No. 850-000-015-i of 01/01/2014,) all contractors who contract the application of fertilizer shall ensure they are licensed commercial applicators who have been trained through the Green Industry BMP Program, and have obtained a limited certification for urban landscape commercial fertilizer application under Section 482.1562 F.S. The contractor shall furnish either the District Landscape Architect or District Roadside Vegetation Coordinator current copies of licenses/certifications belonging to personnel that will be involved in the application of fertilizer on the Department's Right of Way prior to the start of installation.
23. Application of herbicides shall be performed by a person possessing a current Florida Restricted Use Pesticide License in the Core Curriculum, Right of Way of Aquatic categories. The Department will need copies of this license prior to the start of work.
24. FDOT will need to be furnished a copy of Advanced Maintenance of Traffic (MOT) Work Zone Certification for the person the City will have oversee all MOT activities associated with the landscape installation and maintenance of this project prior to the start of work.

WATERING

All plants shall be watered twice during the first 24 hour period after planting. All plants shall be watered three times weekly during the first month after planting. Thereafter, all plants shall be watered twice a week during the first growing season. For the above watering schedules, a rainfall event totaling one inch shall serve as one watering. Landscape contractor shall be responsible for all hand watering as required until all landscape materials are well established.

GENERAL MAINTENANCE

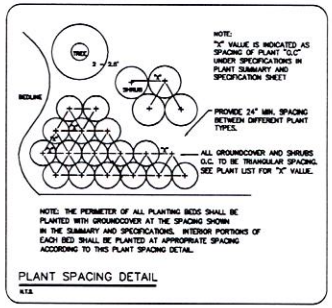
Maintenance shall begin immediately after each plant is planted and shall continue until all planting has passed final inspection and acceptance. Maintenance shall include watering, edging, weeding, pruning, cultivating, fertilizing, removal of dead materials, resetting plants to proper planting depths, reforming water-retaining saucers around trees, and any other necessary maintenance operations. Proper protection of adjacent areas shall be provided and any damage resulting from planting operations shall be repaired promptly at no cost to the Owner/Representative. In the event of the threat of serious damage resulting from insects or disease prior to final acceptance, the plants shall be treated by preventative or remedial measures approved for good horticultural practices at no cost to the Owner/Representative.

MULCHING AND WEED PREVENTION:

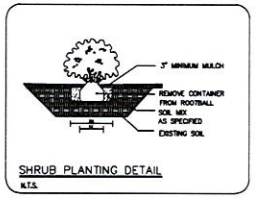
Before mulching, a pre-emergent herbicide shall be applied directly to the soil in shrub beds and around trees to prevent future growth of weeds. Numerous products are available including Surflan®, Treflan®, Snapshot®, Gallery®, Dacthal®, Pennant®, Acclaim®, Stomp®, and Derby®. Follow label directions and use dilution and application rates approved for each plant species. Level soil as necessary and remove debris prior to herbicide application. Do not apply on a windy day. Avoid over-spray onto plant foliage and onto lawn areas. Control is desired for both grasses/sedges and broadleaf weeds so more than one product may be required. If more than one product is used, use only products which are approved for use together and mix only at approved dilution rates. In subsequent years, pre-emergent herbicide is to be applied once a year, in February. Manual Weeding shall occur once a week in the growing season. The frequency of weeding may be reduced in the winter months. All trees and shrubs beds shall be mulched to a depth of three (3) inches with ground hardwood mulch soon after planting and application of herbicide. Mulch maintenance is to occur twice a year, once in the fall, once again in the spring, after the herbicide is applied.

LITTER pick-up shall occur once a week.

PRUNING: All dwarf shrubs specified are to be kept at 24" or natural height where specified except Loropetalum which may be maintained at 36" or less.
Prune to retain typical growth habit for individual species.



PLANT SPACING DETAIL
N.T.S.



SHRUB PLANTING DETAIL
N.T.S.

PLANTING SOIL SPECIFICATION

PLANTING SOIL MIX SHALL CONSIST OF TWO PARTS IMPORTED TOPSOIL AND ONE PART PEAT MOSS, WELL MIXED. FERTILIZER SHALL BE ADDED AS PER THE FERTILIZATION CHART SHOWN ON THIS SHEET. PH FACTOR SHALL BE NOT LESS THAN FIVE (5) OR GREATER THAN SEVEN (7). THE CONTRACTOR SHALL SUBMIT A COMPLETE SOILS ANALYSIS FOR REVIEW ALONG WITH PROPOSED SOIL MIX SAMPLE. FOR THE DRIFT ROSES: pH: 6.0–6.5

Scotts® Agriform® Tablets are recommended for tree and shrub planting as they contain a nutrient analysis of 20-10-5 and include micronutrients.

AT PLANTING FERTILIZER FOR SHRUBS

At planting time use Scotts® Agriform® Tablets (15 grams each) at the rates at right, depending upon the size of the shrub's container. Set the plant in the hole, backfill halfway and place the tablet(s) in equally spaced positions around the root ball. Complete backfill, tamp soil, and water thoroughly. Do not throw tablets in bottom of hole.

Gal	Tablets
1	1
2	2
3-5	3

Alternately, Osmocote® for Florida (16-7-12) granules may be distributed around each plant and incorporated into the soil immediately surrounding the plant. The "for Florida" formulation is specially tolerant of high temperatures. Application rates are at right.

Gal	Osmocote® granules
1	1 ½ tbsp
2	¼ cup
3	½ cup

Groundcovers

In closely planted areas such as beds where a per-plant application is impractical, apply Osmocote® for Florida (16-7-12) granules at a rate of 2 ½ to 2 ¼ pounds per 100 square feet and till to a depth of six (6) inches. This "for Florida" blend is especially formulated to endure high summer temperatures.

DELIVERY, STORAGE, AND HANDLING OF PLANT MATERIAL:

1. IF PLANTING IS DELAYED MORE THAN THREE HOURS AFTER DELIVERY, SET PLANTS IN SHADE, PROTECT FROM WEATHER AND MECHANICAL DAMAGE AND KEEP ROOTS MOIST.
2. DO NOT DROP OR THROW PLANTS DURING UNLOADING OR AT ANY TIME DURING INSTALLATION.
3. ANY PLANTS DROPPED OR FOUND UNACCEPTABLE SHALL BE IMMEDIATELY REMOVED FROM SITE.
4. DO NOT REMOVE CONTAINER-GROWN PLANTS FROM CONTAINERS UNTIL PLANTING TIME.
5. DO NOT LIFT OR DRAG PLANTS BY STEMS; HANDLE PLANTS BY LIFTING POT.
6. DO NOT BEND OR TIE SHRUBS IN A WAY THAT WOULD DESTROY OR DAMAGE THEIR NATURAL SHAPE.
7. DO NOT DRIVE TRACTOR OVER ROOT SYSTEMS OF EXISTING TREES WHILE UNLOADING AND STORING PLANT MATERIAL.
8. AVOID STORING NEW PLANT MATERIAL WITHIN THE DRIP LINE OF EXISTING TREES.
9. WHEN TRANSPORTING, ALL PLANT MATERIAL SHALL BE COVERED.

CALL 48 HOURS BEFORE YOU DIG
It's the Law!
1-800-432-4770
SUNSHINE STATE ONE CALL OF FLORIDA, INC.

JEFFERSON/BROAD STREETS & MAIN STREET LANDSCAPE NOTES, DETAILS, SUMMARY & SPECIFICATIONS CITY OF BROOKSVILLE DOWNTOWN REVITALIZATION PLAN 2015

REVISED: 05-27-15
02-10-15

City Of Brooksville

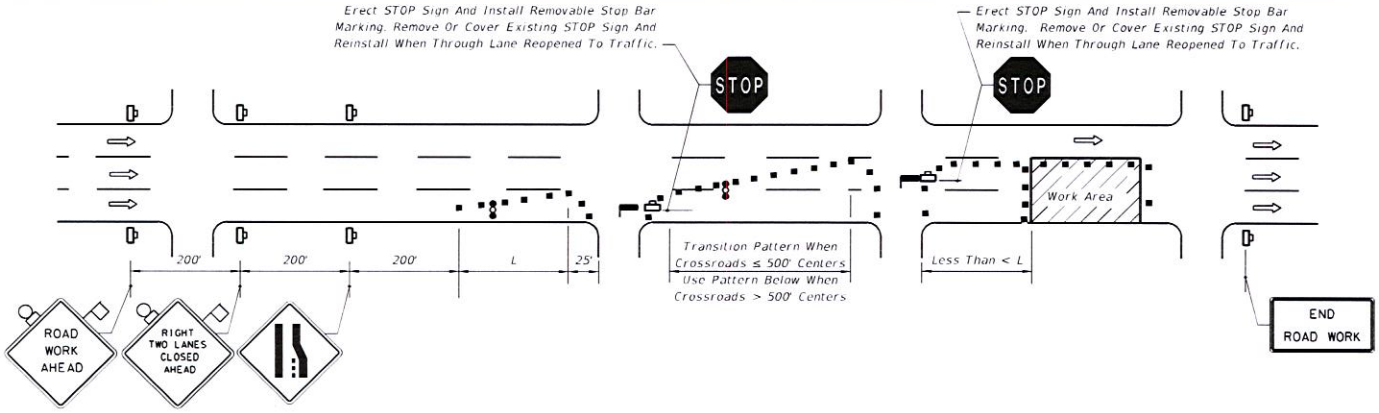
Maintenance Schedule

Daily:	Irrigate as needed, remove Trash, debris etc.
Weekly:	Inspect for plant health, weed beds, replace mulch as needed, rotate out sickly plants to ensure healthy presentation

January – February:	Trim as needed
March – April:	Trim as needed ; Apply seasonal fertilizer as needed to ensure plant health
May – July:	Trim as needed
August – September:	Trim as needed; Apply seasonal fertilizer as needed to ensure plant health
October – December:	Trim as needed

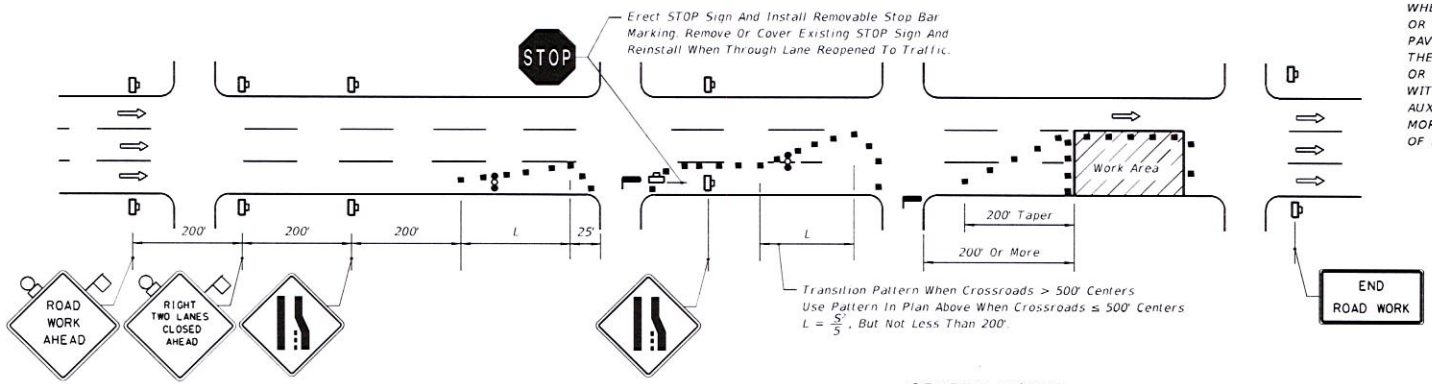
Landscaping Plan for US41/SR45
City of Brooksville
Downtown Revitalization Plan 2015
SHEET L - 4

Rev 2-10-15



CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH ON THE PAVEMENT REQUIRING THE CLOSURE OF EITHER THE OUTSIDE AND CENTER TRAVEL LANES OR THE MEDIAN AND CENTER TRAVEL LANES, WITH OR WITHOUT CLOSURE OF ADJOINING AUXILIARY LANES, FOR WORK AREA LESS THAN 200' FROM INTERSECTION, FOR A PERIOD OF MORE THAN 60 MINUTES.



CONDITIONS

WHERE ANY VEHICLE, EQUIPMENT, WORKERS OR THEIR ACTIVITIES ENCROACH ON THE PAVEMENT REQUIRING THE CLOSURE OF EITHER THE OUTSIDE AND CENTER TRAVEL LANES OR THE MEDIAN AND CENTER TRAVEL LANES, WITH OR WITHOUT CLOSURE OF ADJOINING AUXILIARY LANES, FOR WORK AREA 200' OR MORE FROM INTERSECTION, FOR A PERIOD OF MORE THAN 60 MINUTES.

Table II
Taper Length - Merge
(12' Lateral Transition)

Speed (mph)	L (ft.)	Notes (Merge)
25	125	$L = \frac{WS^2}{60}$
30	180	
35	245	
40	320	
45	540	L = WS

For lateral transitions other than 12', use formula for L shown in the notes column. Where:
L = Length of taper in feet
W = Width of lateral transition in feet
S = Posted speed limit (mph)

SYMBOLS

- Work Area
- Sign With 18"x 18" (Min.) Orange Flag And Type B Light
- Channelizing Device (See Index No. 600)
- Work Zone Sign
- Advance Warning Arrow Board
- Stop Bar
- Lane Identification + Direction of Traffic

GENERAL NOTES

1. If the work space extends across a crosswalk, the crosswalk should be closed using the information in Index No. 660.
2. Signs are required on the median side for divided highways.
3. The two channelizing devices directly in front and directly at the end of the work area may be omitted provided vehicles in the work area have high-intensity rotating, flashing, oscillating, or strobe lights operating.
4. Within the lateral transitions, the maximum spacing between cones and tubular markers shall be 25'. Maximum spacing between Type I or Type II barricades or vertical panels or drums shall be based on the speed limit as follows: 15' up to 25 MPH; 30' for 30-40 MPH; 50' for 45 MPH.

   Spacing for devices parallel to the travel lanes shall be 25' centers for cones or tubular markers and 50' centers for Type I or Type II barricades or vertical panels or drums for 250', thereafter, cones or tubular markers at 50' centers and Type I or Type II barricades or vertical panels or drums at 100' centers.
5. For general TCZ requirements and additional information, refer to Index No. 600.

LAST REVISION	REVISION	DESCRIPTION:			INDEX NO.	SHEET NO.
07/01/09			FDOT 2015 DESIGN STANDARDS	MULTILANE, WORK IN INTERSECTION TWO LANES CLOSED - 45MPH OR LESS	618	1 of 1

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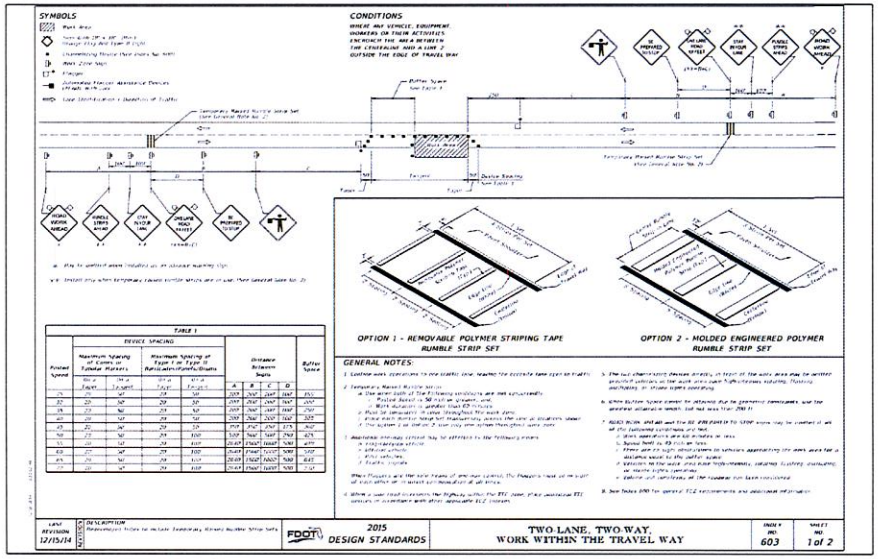

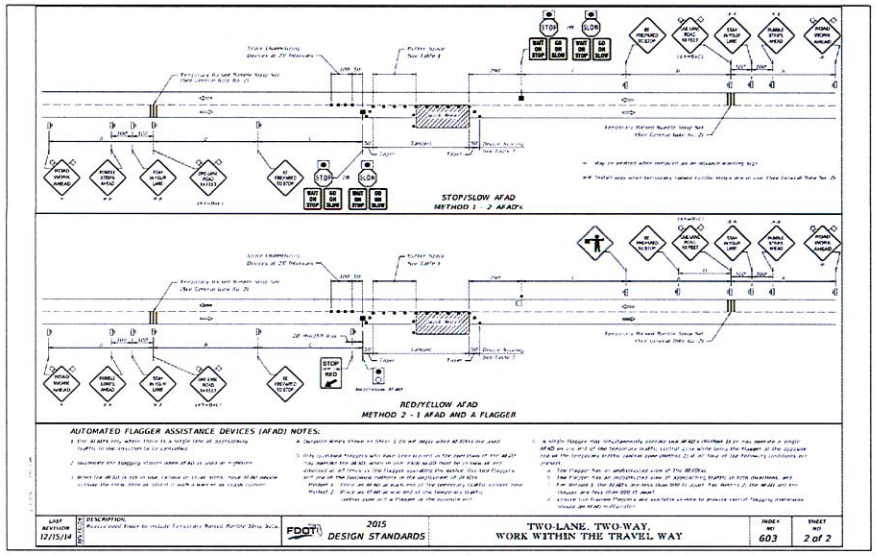

JEFFERSON/BROAD STREETS & MAIN STREET MAINTENANCE OF TRAFFIC CITY OF BROOKSVILLE DOWNTOWN REVITALIZATION PLAN 2015

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02-10-15
MOT SHEET: M -1