

EXHIBIT "A"
SCOPE OF SERVICES
DISTRICTWIDE GENERAL LANDSCAPE SERVICES

I. OBJECTIVE

The Florida Department of Transportation, District 4, hereinafter called DEPARTMENT, FDOT, or DISTRICT, requires district wide general landscape services within District Four, which includes: Broward, Palm Beach, Martin, St. Lucie, and Indian River Counties; and the South Florida Rail Corridor (CSX) right-of-way located in Miami-Dade County.

II. VENDOR'S RESPONSIBILITIES

The VENDOR shall provide the services of a Landscape VENDOR to provide landscape improvements that shall include landscape installation; irrigation installation, modification and/or repair; tree relocation or removal; and landscape establishment period activities including pruning, mowing, fertilizing, weeding, mulch replenishment, litter pick-up, additional planting and/or re-planting, Integrated Pest Management (IPM), and any additional maintenance tasks as needed. For the purposes of this Agreement, the term *landscape improvements* shall include any activity relating to plant material, including wildflowers, and irrigation. *Hardscape* shall include any landscape accent lighting, tree grates, fencing, aerators, and/or special surfacing, such as, concrete pavers or stamped concrete on sidewalks, and/or medians.

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

In addition, authorized activities provided by the VENDOR shall include development and provision of traffic control plans and implementation of the Maintenance of Traffic (MOT). All activities will be in accordance to the most current FDOT regulations and standards including: *FDOT Standard Plans for Road and Bridge Construction*, *FDOT Design Manual*, *FDOT Maintenance Specifications*, *FDOT Utility Accommodation Manual (UAM)*, U.S. DOT Federal Highway Administration (FHWA) *Manual on Uniform Traffic Control Devices (MUTCD)*, Florida Administrative Code (FAC) Rule Chapter 14-40.003(3) *Landscape Beautification and Conservation*, Florida Department of Agriculture and Consumer Services (FDACS) *Grades & Standards For Nursery Plants*, FDOT Drainage Manual, Florida Exotic Pest Plant Council (FLEPC) *List of Invasive Species*, American National Standards Institute (ANSI) A300 and Z133.1, the Florida Irrigation Society (FIS) *Standards and Specifications for Turf & Landscape Irrigation Systems*, Appendix F of the 2017 Florida Building Code for Plumbing, and/or as directed by the FDOT Contract Project Manager, or Designee. For the purposes of this Agreement, the FDOT Contract Project Manager, or Designee, is hereinafter referred to as

the FDOT PM. If applicable regulations, manuals or procedures referenced herein are revised or superseded before the services by the VENDOR are rendered, compliance with the most recent version and/or amendments is required. If at any time these referencing entities conflict, said conflict shall be brought to the attention of the FDOT PM, who will make the final decision as to which document shall take precedence.

III. LANDSCAPE IMPROVEMENTS SERVICES

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

A. LANDSCAPE INSTALLATION

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

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

1. Existing Site Condition Verification

The VENDOR is responsible for the investigation and verification of the existing project site conditions including utilities, structures, slopes, suitable soil with adequate percolation, access and available space for staging prior to signing any Letter of Authorization (LOA). Each LOA describes the specific limits of the project. All work activities and staging areas must be completed within the specified project limits. The FDOT PM shall be notified immediately if any inconsistencies with the DEPARTMENT provided plans are discovered in the field.

2. Project Schedule

A project schedule shall be submitted within three (3) days of issuance of the LOA to the FDOT PM for approval prior to commencement of work. Any deviations from the schedule must be approved in writing by the FDOT PM. Unless previously approved in writing by the FDOT PM, all project activities must be completed by the date stated on each Letter of Authorization.

3. Traffic Control

The VENDOR shall be responsible for the development, implementation and supervision of traffic control plans and required maintenance of traffic (MOT). All activities including installation of landscape improvements and/or maintenance activities located on state right of way which are performed under this FDOT Agreement require a work zone traffic control plan and lane closure permits in

accordance with the *Manual on Uniform Traffic Control* (MUTCD) and Index 102-600 Series of the FDOT Design Manual, *Traffic Control through Work Zones*, unless the VENDOR obtains a written waiver from the FDOT PM prior to commencement of any project activities or is considered minor MOT as defined in Exhibit C of this contract. All MOT plans, including minor MOT plans, must be approved in writing by the FDOT PM. Any MOT plan not defined as minor MOT, must be submitted to, and approved by the appropriate Operations Center. Lane closure permit applications must be submitted and approved through the FDOT Lane Closure Information System (LCIS). No work activities will commence until MOT plans and lane closures have been approved in writing by the appropriate Operations Center and the approval has been received by the FDOT PM.

4. Project Commencement Notifications

Excluding FDOT Lane Closure Permits and Over-Dimension Permits, no FDOT permit will be required to implement landscape improvements or any associated work within state right of way under this Agreement. FDOT is not required to obtain any county or local agency tree removal or relocation permits. The VENDOR must notify the jurisdictionally appropriate FDOT Operations Center at least seventy-two (72) hours prior to the commencement of any work performed on FDOT property, unless MOT plans are required to be submitted and approved. If MOT plans or a lane closure permit application needs to be submitted for approval, the VENDOR must submit the MOT plans to the Operations Center for review and apply for lane closure permit through the FDOT LCIS at a minimum of 2 weeks in advance of the anticipated project start date. The VENDOR shall provide written project information to the designated FDOT contact at the appropriate Operations Center identified in the LOA Scope of Service letter including the dates, locations, extent of said work and any associated approved MOT and/or lane closure permit.

Contact information is as follows:

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

5. Utility Verification

The VENDOR is required to identify and clear all utilities within the project, in accordance with State Statute, in advance of any excavation work, including installation, removal or relocation of any landscape improvements. Any work performed within the minimum approach distance of energized power lines must be conducted by Occupational Safety and Health Administration (OSHA) qualified line clearing personnel. The VENDOR shall provide written documentation certifying that all line clearing personnel have received training in and are thoroughly knowledgeable of OSHA regulation 1910.269.

6. Plant Materials Specifications and Approvals

All plant material shall be purchased from a Florida based Nurseryman Stock that complies with all required inspection, grading standards and plant regulations in accordance with the latest edition of the FDACS "Grades and Standards for Nursery Plants." The planting plan documents, as provided by the FDOT PM, will specify the species, size, quality, and quantity of plant material. All designated sizes are to be considered minimums. Unless the plan documents specify a higher grade, all plant material shall be installed as, and continuously maintained as a Florida No. 1 condition or better, as defined by the most current edition of the FDACS *Grades and Standards for Nursery Plants* until acceptance and throughout the establishment period.

In the event that there is an issue with availability of the specified plant material with respect to the quantity, quality or size, or any unforeseen issues, the VENDOR shall notify the FDOT PM who shall provide written instructions on how to resolve the matter before installation of any landscape improvements. The FDOT PM must be notified in advance of installation of any plant material, and reserves the right to inspect plant material before or upon delivery and reject any unsatisfactory material.

7. Site Preparation

All planting sites shall be prepared in accordance with the latest edition of the FDM Index 580-001 and FDM Index 110-100 - Design Manual, (hereinafter referred to as Index 580-001 or Index 110-100) unless otherwise directed by the FDOT PM. In addition, all existing turf and/or vegetation must be removed from the site and an application of pre-emergent herbicide shall be applied to the planting beds before installation of any plant material, excluding sod installation.

8. Existing Soil

Existing soil, if suitable, shall be utilized as backfill in all proposed planting beds per FDM Index 580-001. Unless replacement soil is specified on the plans, it is the VENDOR's responsibility to determine if the existing soil is suitable for plant establishment during their preliminary evaluation of site conditions. If it is determined that the existing soil is not suitable, the VENDOR must notify the FDOT PM, and if directed, include the cost for replacement soil in their initial cost estimate and notify the appropriate FDOT Operations Center for their excavation of soil policy. If the FDOT Operations Center wishes to retain the excavated material, the VENDOR shall transport the cited material, at his/her expense, to the FDOT Operations Center. If the FDOT Operations Center does not want the referenced excavated material it shall be the responsibility of the VENDOR, at his/her expense, to dispose of it in accordance with all applicable Federal, State, and Local laws, procedures, standards, and guidelines.

9. Undesirable Vegetation Control

Upon commencement of installation and throughout the one-year establishment period, the VENDOR shall be responsible for removing and/or treating any undesirable vegetation within the project limits by such methods as: hand removal, mechanical removal, and/or selective herbicide application with written approval from the FDOT PM. If herbicide is to be used, the herbicide applicator shall possess a current Certified Right of Way Pest Control Applicators License issued by the State of Florida Department, Agriculture and Consumer Services and proof of re-certification, as required by Florida Statute, Chapter 487. The VENDOR, at his cost, shall remove, transport, and dispose of removed undesirable vegetation that occupies and/or would otherwise preclude intended plant installation at specified locations in an approved manner that will not encourage re-infestation and shall comply with all current Federal, State, and Local laws, procedures, standards, and guidelines.

10. Erosion Control and Pollution

Upon commencement of installation and throughout the one-year establishment period, the VENDOR shall be responsible for the prevention, control, and abatement of any erosion issues or pollution sources, that has occurred due to activities of the Vendor within the specified project limits. All preventive and abatement activities shall be in accordance with the National Pollutant Discharge Elimination System (NPDES) Stormwater Pollution Prevention Plan and Sediment and Erosion Control Plan.

11. Plant Material Layout

Since plant material must be properly placed for aesthetic appeal and in consideration of the adjacent surroundings, the FDOT PM reserves the right to monitor the installation of all material and provide guidance as to its placement in order to accomplish the design intent. Material installed without an approved layout by the DEPARTMENT, will be required to be re-planted and/or replaced at no cost to the DEPARTMENT.

12. Plant Material Installation

It is the VENDOR's responsibility to install all landscape improvements per plans and specifications, and to immediately report any inconsistencies to the FDOT PM.

13. Sod Installation and Establishment

The VENDOR shall conduct sod installation and establishment in accordance with *FDOT Standard Specifications for Road and Bridge Construction* (hereinafter referred to as Section 570), and FDOT Standard Plans for Road and Bridge Construction (hereinafter referred to as Index 570). The planting plan shall define the species type and limits for all proposed sod areas. It is the VENDOR's responsibilities to field verify existing species type of sod and required sod quantities provided on the plans and report any discrepancies to the FDOT PM. Watering and fertilization for sod establishment shall be in accordance with Section 570. All newly installed sod shall

include the cost of watering throughout the establishment period unless otherwise specified in writing.

14. Tree and Palm Staking

All trees and palms shall be staked and guyed in accordance with FDM Index 580-001, or as directed in the plans provide by the DEPARTMENT. All staking and guying must be periodically inspected by the VENDOR and shall be maintained and/or repaired in a secure condition throughout the establishment period. All staking and guying shall be removed from established plants by the VENDOR, unless otherwise directed in writing by the FDOT PM.

15. Plant Material Fertilization

The VENDOR shall apply a 100% organic, slow-release granular fertilizer with required micro-nutrients per the most recent University of Florida I.F.A.S recommendations to achieve a FDACS Florida No. 1 condition to all plant materials. The VENDOR is responsible for any fertilization that may be necessary following installation and throughout the establishment period to maintain the plant material in a Florida No. 1 condition. Plant material shall be fertilized immediately prior to the expiration of the one-year establishment period, unless otherwise directed in writing by the FDOT PM. Exotic palm species fertilization type and frequency shall be per University of Florida (UF) Institute of Food and Agriculture (I.F.A.S.) recommendations.

16. Plant Materials Watering

All newly installed or relocated plant material shall include the cost of watering throughout the one-year establishment period. Application of water by the VENDOR to plant material shall be required from installation, and throughout the establishment period to ensure Florida No. 1 condition, or better. The presence of an irrigation system does not preclude the performance requirement for the contractor to ensure adequate soil moisture at field capacity to successfully establish the plants. Watering of plant material shall comply with all current Federal, State, and Local laws, procedures, standards, and guidelines. Watering activities shall be conducted during off-peak traffic hours (9 a.m. thru 4 p.m.) and with no overspray onto the roadway and pedestrian routes. Watering shall be applied in a manner that does not damage the plants, their root system, or disturb the soil ring and mulch bed around each plant. Upon request, the Vendor shall provide watering logs to the FDOT PM on a weekly basis.

17. Mulch Installation and Maintenance

Mulch installation and maintenance shall comply with the requirements as specified in FDM Index 580-001 – Design Manual. Prior to the installation of mulch, planting beds shall be prepared per Index 580-001 – Design Manual and all undesirable vegetation and non-organic materials must be removed. All planting sites shall be kept mulched, weed-free and litter free throughout the one-year establishment period. The use of

cypress mulch, recycled tire or other rubber shreds, or colored/dyed mulch is prohibited. Only bagged, sterile mulch is permitted, unless otherwise directed by the FDOT PM.

18. Irrigation System

The VENDOR shall be responsible for any minor modifications and/or repairs to existing irrigation system as associated with the installation of plant material and to ensure full establishment of the plant material. Irrigation installation and maintenance activities shall conform to the standards set forth by the Florida Irrigation Society (FIS) latest edition of Standards and Specifications for Turf and Landscape Irrigation Systems. The VENDOR shall be required to conduct a pre-construction irrigation system evaluation to determine the extent of any possible modifications and for the purposes of providing a cost estimate for individual component costs as listed in Exhibit "C" - Price Proposal. Exploratory field work associated with this evaluation is to be billed as direct labor as defined in Exhibit "C" – Price Proposal. A complete irrigation system installation or more substantial improvements as required at the discretion of the FDOT PM is considered a Non-Rate Unit Item. Refer to Exhibit "B" – Method of Compensation for method of payment of Non-Rate Unit Items.

19. As-Built Plans

At the request of the FDOT PM the VENDOR shall supply, at no additional cost, complete "As-Built" plans. The plans shall be provided in a retrievable digital format.

20. Site Damage Restoration

The VENDOR is responsible for restoring any, and all, self-created damage to any property during project activities at their expense. Existing desirable plant material shall be protected in accordance with FDM Index 110-100 - Design Manual and replaced if it has been damaged as a result of the VENDOR's activities. All damaged plants shall be replaced with like-sized plants of the same species or acceptable equivalent determined by the FDOT PM at the VENDOR's expense. The VENDOR shall be responsible for re-sodding any turf areas damaged by the VENDOR within and outside of the project limits used for site access. No staging of project materials or equipment is permitted beyond the project limits without written approval from FDOT PM. Pre-existing damage must be photographically documented and brought to the attention of the FDOT PM prior to project commencement.

21. Establishment Plan

The VENDOR must submit an Establishment Plan to the FDOT PM for approval before the Landscape Installation Period final inspection is scheduled. The Establishment Plan shall describe the methods, activities, materials and schedule to achieve establishment of the plant material. In addition, the VENDOR must certify that the landscape has been installed and is being established in accordance with the planting plan document before acceptance of the project landscape installation period.

22. One Year Plant Establishment Period

- a. All plant material installed under the auspices of this Agreement shall be warranted for one year, which is referred to as the establishment period, and shall be maintained to sustain all visible, structural and healthy characteristics of a Florida #1 as prescribed in Florida Department of Agriculture's "Grades and Standards for Nursery Plants", and ANSI A300 Part 1 and Z133.1. At the end of the one-year establishment period, all plant material must be established in accordance with the aforementioned document requirements. If the plant material is not established and/or not considered Florida No. 1 or better, the establishment period will continue until the plant is established and is considered in Florida No. 1 condition or better by the FDOT PM.

- b. One-Year Establishment Period Commencement

The establishment period shall commence after the VENDOR's Establishment Plan is approved by the FDOT PM, the VENDOR has submitted a certification of installation and the project landscape installation is approved and accepted by the FDOT PM. Notification of approval and acceptance of the landscape installation and acceptance of the monthly establishment plan will be provided to the VENDOR in writing by the FDOT PM. Monthly inspections shall be scheduled by the VENDOR with the FDOT PM. The VENDOR will be responsible for preparing the monthly inspection reports (FDOT Landscape Monthly Inspection Form #700-011-10) and submitting them to the FDOT PM. If at any time, the project is deemed unacceptable by the FDOT PM, the VENDOR will prepare a punch list describing all deficiencies on the referenced inspection report. The VENDOR shall provide the inspection report to the FDOT PM within three (3) days from the inspection date and correct all project deficiencies within ten (10) days from the inspection date. Deviations from the cited timing constraints must be previously coordinated and approved in writing by the FDOT PM. See Exhibit "B" – Method of Compensation, Financial Consequences, if the response and completion of the project punch list items fails to meet the specified time frame described above. The establishment period along with the monthly establishment period inspections will not begin until the project is re-inspected and approved and accepted by the FDOT PM.

- c. One-Year Establishment Period Activities

Establishment period activities within the specified work document project limits shall include: litter and debris removal, pruning, mowing, weeding, removal and control of undesirable vegetation, watering to maintain the soil moisture at field capacity (Field capacity will be determined from a 4-inch deep excavation where the soil must hold together and form a hand clump), mulch replenishment, fertilization, any necessary re-planting, sod replacement, IPM implementation, staking and guying maintenance throughout the one year. Immediately prior to

final inspection, level the tree soil rings and remove staking and guying materials as directed by the FDOT PM. Any installed or modified irrigation systems must be maintained in a fully functional condition throughout the establishment period and at final turn over to the maintaining agency. Daily reports on any establishment period activities including application of herbicides and pesticides, watering logs, and the landscape monthly inspection form (No. 700-011-0) shall be submitted to the FDOT PM before scheduling the monthly inspections.

d. Remedial Work

Throughout the establishment period, any plant material determined by the FDOT PM to fall below the physical characteristics of a FDACS Florida No. 1 condition, or not meet the specifications shall be replaced at no additional cost to FDOT within ten (10) days of notification. See Exhibit "B" – Method of Compensation, Financial Consequences, if the plant material fails to meet the specifications within the timeframe described above. The establishment period for replacement plant materials will be the remaining establishment period or if the one-year establishment period end date has past, it will be one hundred eighty (180) days after the date of replacement installation acceptance, whichever is greater. If this occurs within one hundred eighty (180) days of the expiration of this Agreement, an extension signed by the parties will be necessary to have the VENDOR paid. No LOA for plant material involving an establishment period shall be issued fifteen (15) months before the expiration of the contract to allow for payment during the establishment period.

23. Additional 6 Month Plant Establishment

This pay item shall not be used for an unsuccessful one-year establishment period. This pay item shall be used, as required by LOA, for establishment of plants installed by another vendor or as otherwise required by the FDOT PM. Generally, this pay item will be issued in an original LOA if the FDOT PM determines the location, species, or other circumstances warrant it.

24. Financial Consequences

Time is of the essence with respect to this Agreement's work product; therefore, all work or other obligations hereby agreed to be performed by the VENDOR shall be performed in accordance with the VENDOR's accepted project schedule. The VENDOR will be assessed a financial consequence for failure to provide, or late delivery of work products or requested corrections to all work products. Such deductions will be calculated and adjustments made to approved invoice payments as provided in Exhibit "B" - Method of Compensation, Financial Consequences.

B. TREE AND PALM RELOCATION SERVICES

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

1. Relocation Plan Method

Prior to commencement of the work, the VENDOR must submit the proposed method for which the tree or palm will be relocated to the FDOT PM for approval and secure any over-weight / over-dimension permits required by FDOT.

2. Root Pruning

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

3. Canopy Pruning

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

4. Large Tree Relocation

Relocation of large trees, which is defined as trees with a Diameter at Breast Height (DBH) greater than twelve (12) inches, may be subcontracted out to a tree relocation company who has demonstrated a history of the successful relocation of viable large trees. References of subcontracted company must be submitted to the FDOT PM. Said references shall include photos of at least three (3) large tree relocation projects successfully completed by the subcontractor occurring within the last five (5) years, the project site addresses, and the name and contact of the relocation requesting entity. This company must be approved by the FDOT PM prior to the commencement

of any work. Relocation of any large tree must be directly supervised by an ISA Certified Arborist.

5. Site Restoration

The cost of relocation by the VENDOR includes the restoration of the donor and recipient site to reflect adjacent conditions, such as: existing grade and the replacement of like-kind sod. Removal of any impediment to secure access must be preapproved in writing from the FDOT PM.

6. One-Year Plant Establishment Period

Any trees or palms relocated under the auspices of this Agreement shall be warranted for a period of one year from date of approval and acceptance. The existing condition of any trees or palms to be relocated shall be photographically documented by the VENDOR prior to relocation. Said photographs shall be immediately transmitted to the FDOT PM. If the VENDOR fails to document the condition by photographs, it will be assumed that tree or palm was a Florida #1. All trees and palms must be maintained in a manner equal to or better than its condition prior to relocation throughout the one-year establishment period unless a written waiver is obtained from the FDOT PM. Any tree or palm determined by the FDOT PM to fall below its prior condition shall be replaced at no additional cost to FDOT within ten (10) days of notification with an equivalent replacement approved by FDOT PM.

C. ISA CERTIFIED ARBORIST SERVICES

The VENDOR shall be responsible for providing the services of an Arborist who has been certified with the International Society of Arboriculture (ISA) a minimum of five (5) years and has a minimum of five (5) years field experience within the State of Florida in the services listed below.

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

1. Pruning

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

2. Broward County Tree Trimmer License

For pruning activity within Broward County, the ISA Certified Arborist must have a Class "A" Tree Trimmer License, as issued by Broward County. One trained person per job site is required during all pruning.

3. Plant Materials Evaluations

Upon request by the FDOT PM, the Certified Arborist shall provide evaluations of plant material installed, relocated, and/or existing on FDOT property. The evaluation shall identify and recommend corrective treatment of plant pests using Integrated Pest Management (IPM) principles and sound horticultural practices to identify and treat diseases, and nutritional deficiencies. The evaluation shall require written reports, photographs, grades, and an overall description of the condition of the plant material and location. Sample collecting and laboratory testing and analysis by a testing facility approved by the FDOT PM may be required.

4. Tree Relocation Supervision

A Certified Arborist shall provide supervision of all relocations of trees and palms.

5. OSHA Qualifications

Any work performed within the minimum approach distance of energized power lines must be conducted by Occupational Safety and Health Administration (OSHA) qualified line clearing personnel. Upon contract implementation, the VENDOR shall provide written documentation certifying that all line clearing personnel have received training in and are thoroughly knowledgeable of OSHA regulation 1910.269.

D. HARDSCAPE INSTALLATION

1. Specialty Surfacing

Specialty surfacing (concrete pavers or stamped concrete) shall be installed and maintained in strict accordance with the most current edition of the *Florida Accessibility Code for Building Construction*, the *FDOT Standard Specifications for Road and Bridge Construction* and the *Interlocking Concrete Pavement Institute (ICPI)*.

2. One-Year Establishment Period Activities

For all hardscape activities, the VENDOR shall maintain the hardscape in the same or better condition as when initially accepted by the FDOT PM, and throughout the one-year period.

IV. LABOR CLASSIFICATIONS

The following job classifications have been defined by the DEPARTMENT:

1. Project Manager – Shall have a minimum of five (5) years of experience supervising landscape improvement projects and contract management experience similar to the services described in this Agreement. Activities will include managing the estimating and invoicing procedures, managing relationships with the DEPARTMENT, scheduling

projects, supervising staff and training field supervisors and laborers, evaluation of project site conditions, overseeing project installation, attendance at weekly progress meetings, weekly project update teleconferences and inspections when necessary. This person will be the main point of contact between the VENDOR and the FDOT PM.

2. Worksite Landscape Supervisor - Shall have a minimum of five (5) years of experience supervising landscape improvement projects similar to the services as described in this Scope of Services. The Worksite Landscape Supervisor must be a Certified Landscape Technician or Certified Landscape Contractor in accordance with the Florida Nursery Growers and Landscape Association (FNGLA). The Worksite Landscape Supervisor must have advanced knowledge of plant species found in Florida (specifically found in District 4, including native, exotic and invasive). The Worksite Supervisor must have OSHA regulation 1910.269 training, and shall have the ability to read and interpret landscape plans, and to verbally communicate with FDOT staff in the field. Activities will include: implementation of MOT activities, supervision of labor crews and, when requested, attendance at field inspections with FDOT staff.
3. Senior Certified Arborist – Shall have a minimum of ten (10) years of experience in the services listed above under Section III.C ISA Certified Arborist Services. For pruning activity within Broward County, the Senior ISA Certified Arborist must have a Class "A" Tree Trimmer License, as issued by Broward County.
4. ISA Certified Arborist – Shall have a minimum of five (5) years of experience in the services listed above under Section III.C ISA Certified Arborist Services. For pruning activity within Broward County, the ISA Certified Arborist must have a Class "A" Tree Trimmer License, as issued by Broward County.
5. Licensed Herbicide Applicator – Shall have a valid Commercial Pesticide Applicator's license from the Florida Department of Agriculture and Consumer Services (FDACS) with a Right of Way pest control endorsement. Aquatics certification is also required along with knowledge of native and invasive plant species.
6. Off-Duty Law Enforcement Officer – Involved with control of Maintenance of Traffic.

V. DEPARTMENT RESPONSIBILITIES

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

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

2. Provide general stratagems and guidelines of the DEPARTMENT to be used in the fulfillment of this Agreement. Objectives, constraints, budgetary limitations and time constraints will be defined solely by the FDOT PM.
3. Conduct progress inspections during installation of the project, or upon written request by VENDOR. Inspect project upon completion of landscape installation and provide written acceptance or a punch list. Provide final acceptance for the landscape installation for commencement of establishment period. Attend monthly establishment period inspections, review and approve inspection reports. Provide final acceptance of the establishment period prior to final project acceptance and release of the VENDOR from warranty work and responsibility.