



Lake Park Town Commission, Florida
Special Call Community Redevelopment Agency
Meeting Agenda

Wednesday, October 18, 2023 at 6:30 PM

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Roger Michaud	—	Chair
Kimberly Glas-Castro	—	Vice-Chair
John Linden	—	Agency Member
Carmen Rodriguez	—	Agency Member
Mary Beth Taylor	—	Agency Member
Judith Thomas	—	Agency Member
Henry K. Stark	—	Agency Member
John O. D’Agostino	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian Mendez, MMC	—	Agency Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk’s office by calling 881-3311 at least 48 hours in advance to request accommodations.

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

SPECIAL PRESENTATION/REPORT:

PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Agency Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

EXECUTIVE DIRECTOR/BOARD MEMBER COMMENTS:

CONSENT AGENDA:

1. Resolution 77-10-23

Resolution Authorizing and Directing its Chairman to Execute an Agreement with West Construction, Inc., for the Provision of Labor, Materials and Equipment Associated with the Park Avenue Downtown District Streetscape Improvement Project.

2. October 4, 2023 Special Call Community Redevelopment Agency Meeting Minutes

NEW BUSINESS:

REQUESTS FOR FUTURE AGENDA ITEMS:

ADJOURNMENT:

FUTURE MEETING DATE: The next scheduled Community Redevelopment Agency Meeting will be conducted on December 6, 2023.

RESOLUTION 77-10-23

A RESOLUTION OF THE TOWN OF LAKE PARK COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING AND DIRECTING THE CHAIR TO EXECUTE AN AGREEMENT WITH WEST CONSTRUCTION, INC., FOR THE PROVISION OF LABOR, MATERIALS AND EQUIPMENT ASSOCIATED WITH THE PARK AVENUE DOWNTOWN DISTRICT STREETScape IMPROVEMENT PROJECT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town of Lake Park's Community Redevelopment Agency (CRA) is a dependent special district of the Town of Lake Park (Town) with such power and authority as has been conferred upon it by Chapter 163, Part III, Florida Statutes; and

WHEREAS, the CRA is empowered to enter into contractual arrangements with other public agencies, private corporations or persons; and

WHEREAS, to improve the aesthetics of properties within the Park Avenue Downtown District (PADD), the CRA has committed to funding and implementing certain hardscape and landscape improvements (the "Project"); and

WHEREAS, on March 16, 2022, the CRA contracted with J Morton Planning and Architecture (the "J Morton") to develop and design plans for the Project; and

WHEREAS, upon completion of the construction- ready plans by the J Morton, CRA staff prepared and issued an invitation to bid for the construction of the Project; and

WHEREAS, the Project's scope of work and services was organized in two (2) phases, Phases 1 and 2, both of which included an alternate scope of work and services; and

WHEREAS, On September 14, 2023, the CRA received two responses to its Invitation to Bid #114-2023 (ITB); and

WHEREAS, in response to the ITB, West Construction, Inc., represented itself to be qualified, able, and willing to satisfactorily provide the work and services solicited in the ITB; and

WHEREAS, West Construction, Inc., submitted a bid price in the amount of \$466,084.00, including the Phases 1 and 2 scope of work and services, and their respective alternates; and

WHEREAS, the CRA's Executive Director has recommended to the Board of Commissioners that the CRA enter into an agreement with the Contractor for the construction of the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE LAKE PARK COMMUNITY REDEVELOPMENT AGENCY BOARD OF THE TOWN OF LAKE PARK, FLORIDA AS FOLLOWS:

Section 1. The whereas clauses are incorporated herein.

Section 2. The Chair of the CRA is hereby authorized and directed to execute the agreement between the CRA and West Construction, Inc., associated with the Park Avenue Downtown District Streetscape Project. A copy of the Agreement is attached hereto and incorporated herein as "**Exhibit A**".

Section 3. This Resolution shall take effect immediately upon its execution.



Town of Lake Park Community Redevelopment Agency

Agenda Request Form

Meeting Date: October 18, 2023

Originating Department: Public Works

Agenda Title: Resolution Authorizing and Directing its Chairman to Execute an Agreement with West Construction, Inc., for the Provision of Labor, Materials and Equipment Associated with the Park Avenue Downtown District Streetscape Improvement Project.

Approved by Town Manager: John D'Agostino Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town of Lake
Park, ou=Town Manager,
email=jdagostino@lakeparkflorida.gov, c=US
Date: 2023.10.12 13:36:29 -04'00' **Date:** _____

Cost of Item: \$466,084.00 **Funding Source:** CRA Community Improvements
Other than Buildings

Account Number: 110-55-552-
520-63000 **Finance
Signature:** Jeffrey P. Duvall Digitally signed by Jeffrey P. Duvall
DN: cn=Jeffrey P. Duvall, o=ou,
email=jduvall@lakeparkflorida.gov, c=US
Date: 2023.10.12 08:58:42 -04'00'

Advertised: Yes

Date: 8/13/2023 **Newspaper:** Palm Beach Post

Attachments:

1. Agenda Request Form
2. Resolution
3. Agreement between the CRA and West Construction, Inc., for construction of the Park Avenue Downtown District Streetscape Project
4. West Construction, Inc., submittal in Response to ITB 114-2023
5. Project Illustration
6. Project Streetscape Plans

Please initial one:

MA

Yes, I have notified everyone

Not applicable in this case

Summary Explanation/Background:

The Town of Lake Park and the Lake Park Community Redevelopment Agency (CRA) understand the importance of presenting an exceptional and inviting look and feel in its Downtown District.

It is with that understanding that in the Fall of 2021, the CRA Executive Director requested Agency staff to work in conjunction with JMorton, the Town's Landscape Architect, to develop preliminary conceptual designs for the proposed landscape and hardscape enhancements at Park Avenue (from 7th Street, west to 10th Street) and at 10th Street (from Park Avenue, north to Northern Drive).

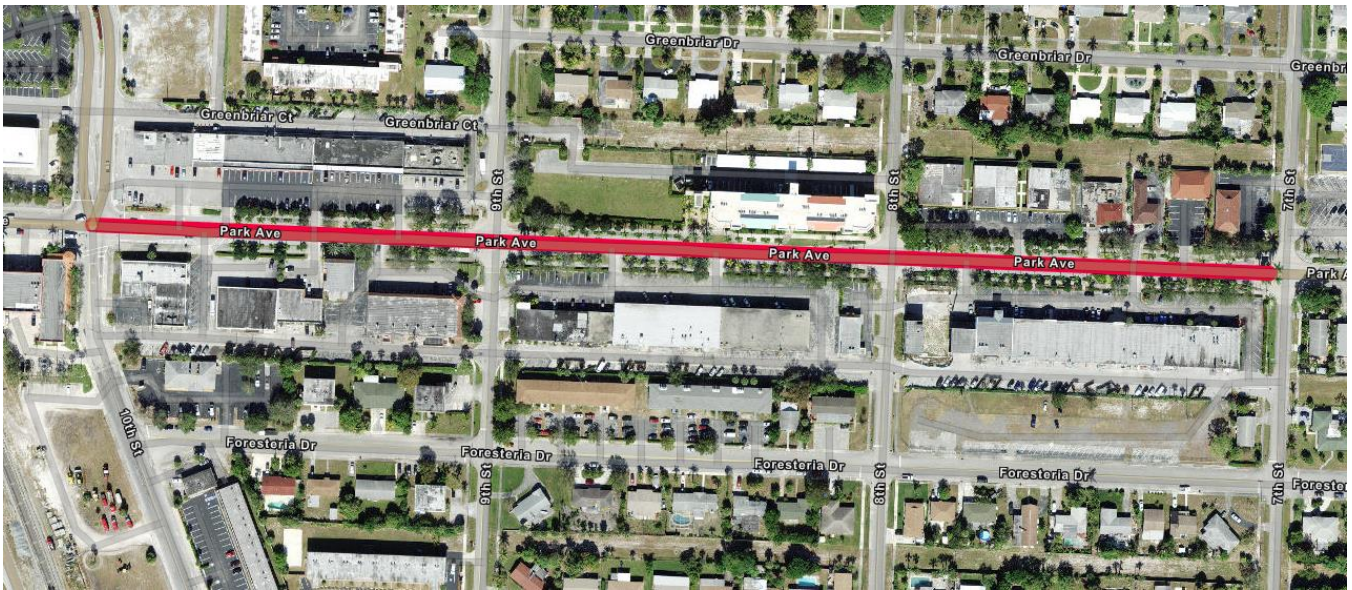


Figure 1.

Two public workshops were previously held to gather public input and members of the Town's Planning and Zoning Board and of the Town's Tree Board were invited and participated in the public workshop.

The first public workshop was held on January 24, 2022, and following this meeting, in March 2022, Agency and JMorton staffs presented further developed conceptual designs of the proposed streetscape improvements to the CRA Board and received the following direction:

- Design project to be implementable in phases for maximum fiscal flexibility.
- Develop and present estimated implementation costs.
- Obtain and incorporate public input/preferences through design and implementation.

Furthermore, on March 16, 2022, the CRA Board approved Resolution 13-03.22, authorizing a contract in the amount of \$42,875.00, for JMorton to develop 100% construction ready plans to complete the Project, while incorporating the comments and feedback obtained through the Public Workshops.

Subsequently, Agency and JMorton staff coordinated and held a second public workshop on March 16, 2023, to present a progress update of the streetscape design to the public and

collect additional feedback from stakeholders. Both Public Workshops provided useful enhancement and design element feedback that was later incorporated as the streetscape design was further developed.

Upon completion of submittal of a complete set of plans for the Project, Agency staff published Invitation to Bid documents (ITB #114-2023) for bid advertisement and bid price solicitation of the Phase 1 and Phase 2 sections of the Park Avenue Streetscape project. The project was put out to bid on Monday, August 14, 2023.

On September 14, 2023, bid proposals were received in response to ITB #114-1023; the CRA received bids from two (2) responsive bidders. After, evaluation and analysis, West Construction, Inc. was determined to be the complete and responsive bidder with a bid price breakdown as follows:

Blocks 700 and 800:

Base Bid Amount	\$ 236,596.00
Phase 1 Alternate #1 (Paver Sealing)	\$ 50,470.00
Total Bid Amount:	\$ 287,066.00

Block 900:

Base Bid Amount	\$ 153,273.00
Phase 2 Alternate #1 (Paver Sealing)	\$ 25,745.00
Total Bid Amount:	\$ 179,018.00

Total Bid Amount for Blocks 700-900, including Alternates: \$ 466,084.00

For maximum budgetary flexibility, only the Park Avenue portion of the project will be completed in (early) Fiscal Year 2024. The 10th Street portion will be budgeted for completion during FY-2025.

All of the project scope is located within the Community Redevelopment Agency's (CRA) area of responsibility (*Figure 1*) and the Park Avenue portion of this project is within the Park Avenue Downtown District (PADD).

JMorton Planning & Landscape Architecture is a sub-consultant to Engenuity Group, with whom the Town currently has an active five (5) year continuing services agreement under approved Resolution No. 76-11-18.

Additionally, the finished project design was presented to the Tree Board on September 12, 2023.

The CRA Executive Director recommends approval.

Recommended Motion:

I move to adopt CRA Resolution No. _____.

**AGREEMENT FOR THE PROVISION OF LABOR, MATERIALS AND EQUIPMENT
FOR CONSTRUCTION OF PARK AVENUE STREETScape IMPROVEMENTS**

THIS AGREEMENT FOR THE PROVISION OF LABOR, MATERIALS AND EQUIPMENT FOR THE CONSTRUCTION OF PARK AVENUE STREETScape IMPROVEMENTS (AGREEMENT) is made between the LAKE PARK COMMUNITY REDEVELOPMENT AGENCY ("CRA" or "OWNER") a dependent special district in the Town of Lake Park, having an address of 535 Park Avenue, Lake Park, Florida, 33403 and WEST CONSTRUCTION, INC., 820 North 4th Street, Lantana, Florida 33462 ("Contractor") (collectively "the Parties") is entered into this _____ day of _____, 2023.

WITNESSETH THAT:

WHEREAS, the Town of Lake Park's Community Redevelopment Agency (CRA) is a dependent special district of the Town of Lake Park (Town) with such power and authority as has been conferred upon it by Chapter 163, Part III, Florida Statutes; and

WHEREAS, the CRA is empowered to enter into contractual arrangements with other public agencies, private corporations, or persons; and

WHEREAS, to improve the aesthetics of properties within the Park Avenue Downtown District (PADD), the CRA has committed to funding and implementing certain hardscape and landscape improvements within the PADD (the "Project"); and

WHEREAS, on March 16, 2022, the CRA contracted with J Morton Planning and Landscape Architecture, Inc. to develop and design plans for the Project; and

WHEREAS, upon completion of the construction- ready plans by the J Morton Planning and Landscape Architecture, Inc., the CRA staff prepared and issued an invitation to bid to construct the Project; and

WHEREAS, the Project's scope of work and services was organized in two phases, Phases 1 and 2, both of which included an alternate scope of work and services; and

WHEREAS, On September 14, 2023, the CRA received two responses to its Invitation to Bid #114-2023 (ITB); and

WHEREAS, in response to the ITB, West Construction, Inc., represented itself to be qualified, able, and willing to satisfactorily provide the work and services solicited in the ITB; and

WHEREAS, West Construction, Inc. has agreed to perform the work on the Project for an amount not to exceed \$466,084.00, including the Phases 1 and 2 scope of work and services, and their respective alternates; and

WHEREAS, the CRA's Executive Director has recommended to the Board of Commissioners that the CRA enter into the agreement with the Contractor for the construction of the Project.

NOW, THEREFORE, the CRA and the Contractor in consideration of the benefits flowing from each to the other do hereby agree as follows:

1. The above stated recitals are true and correct and are incorporated herein.

2. WORK

Contractor shall complete all work (the Work) for the Project as specified or indicated as set forth in paragraph 8, below. The Work is generally described as follows:

The pressure washing all of the concrete pedestrian walkways, drive turnouts, curbing, intersection pavers and pedestrian crosswalk pavers on both sides of the Park Avenue. Additionally, the Contractor shall provide a new paver strip within the existing sidewalks, both at an approximate 20' interval.

The Work also includes landscape and irrigation. The Work requires pruning and or removal of existing or existing landscape in accordance with the new landscape design prepared by Morton and shall new landscape plantings.

There is an existing irrigation system along Park Avenue. The Work requires the Contractor to design/build the irrigation system modifications to ensure that all landscape materials, both existing and new have adequate irrigation. The Contractor shall visit the site examine the condition of the existing irrigation system in order to assess its work and add or modify the existing irrigation system as necessary to ensure proper irrigation coverage of all existing and new plant materials.

3. LANDSCAPE ARCHITECT

This project was designed by J. Morton Planning & Landscape Architecture, Inc. who is hereinafter called ARCHITECT and who will provide as needed project design and work inspection representation to the OWNER in connection with completion of the Work in accordance with Contract Documents.

4. COST OF SERVICES

The cost for the Work and services shall not exceed **\$ 466,084.00.**

PHASE 1:	Base Bid Amount	\$ 236,596.00
	Phase 1 Alternate #1 (Paver Sealing)	\$ 50,470.00
	Total Bid Amount for Phase 1	\$ 287,066.00

PHASE 2:	Base Bid Amount	\$ 153,273.00
	Phase 2 Alternate #1 (Paver Sealing)	\$ 25,745.00
	Total Bid Amount for Phase 2	\$ 179,018.00
Total Bid Amount for Phase 1 and Phase 2:		\$ 466,084.00

5. CONTRACT TIME

5.1 Contract Time shall commence upon the issuance of a Notice to Proceed. The Contract Time shall be measured from the date of commencement of the Work. The Work shall be **substantially complete within 90 calendar days** from the date when the Contract Time commences , and **Final Completion shall be reached 30 days after substantial completion** and the Work shall be complete with permit final inspections passed and ready for final payment in accordance with Article 3 of the General Conditions (see Section 8.6) within a **total of 120 calendar days from the date when the Contract Time commences.**

5.2 LIQUIDATED DAMAGES: OWNER and Contractor recognize that time is of the essence of this Agreement and the OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 5.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal proceeding the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, OWNER and Contractor agree that as liquidated damages for delay (but not as a penalty) Contractor shall pay OWNER One Hundred Dollars (\$100.00) for each day that expires after the time specified in paragraph 3.1 for substantial completion until the Work is substantially complete. After substantial completion if Contractor shall neglect, refuse or fail to complete the remaining Work within the Contract Time for each Phase or any proper extension thereof granted by OWNER, Contractor shall pay OWNER \$100.00 for each day that expires after the time specified in paragraph 3.1 for completion and readiness for final payment. The amounts referenced above are not penalties but are rather Liquidated Damages to the OWNER for its inability to obtain full beneficial use of the project. Liquidated Damages are hereby fixed and agreed upon between parties, recognizing the impossibility of precisely ascertaining the amount of damages that will be sustained by the OWNER as a consequence of such delay, and both parties desiring to obviate any question or dispute concerning the amount of said damages and the cost and effect of the failure of the Contractor to complete the contract on time. The amounts due pursuant to this section shall be deducted from the monies due to the Contractor or in case no money is due, or the money due the Contractor is not sufficient, Contractor shall pay for such amount, not as a penalty, but as liquidated damages. When the OWNER reasonably believes that Substantial Completion will be inexcusably delayed, the OWNER shall be entitled, but not required, to withhold from any amounts otherwise due to the Contractor an amount then believed by the OWNER to be adequate to recover liquidated damages applicable to such delays. Any liquidated damages pursuant to this section shall not apply to damages other than delay damages.

5.3 CONTRACTOR'S NOTICE OF CLAIM; WAIVER OF REMEDIES; NO DAMAGES FOR DELAY:

The OWNER shall not be liable for any delay to the Contractor or the Contractor's subcontractors. The CONTRACTOR shall not be entitled to an increase in the Contract Sum or payment of compensation of any kind from the OWNER for direct, indirect, consequential, impact or other costs, expenses or damages including but not limited to costs of acceleration or inefficiency, arising because of delay, disruption, or hindrance from any cause. The Contractor shall however only be entitled to increase(s) in the Contract Time if and only if said delays, disruptions, interferences, or hindrances were caused in whole or in part by the fraud, bad faith, or active interference by the OWNER. The Contractor shall be entitled only to extensions of the Agreement Time as the sole and exclusive remedy for such resulting delay. In case of a delay, the Contractor shall make a timely written request and in accordance with the Contract Documents, otherwise the claim is waived.

5.4 WAIVER OF CLAIMS FOR CONSEQUENTIAL DAMAGES: The Contractor waives claims against the Owner and ARCHITECT for consequential damages arising out of or relating to this Agreement, Contract Documents, and/or the Work. This waiver includes:

- 1) Damages incurred by Contractor for rental expenses, income, profit, business, and reputation, and for loss of management or employee productivity or of the services of such persons; and
- 2) Damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation.

6. PAYMENT PROCEDURES

Contractor shall submit applications for payment in accordance with Article 14 of the General Conditions. Applications for Payment will be processed by ARCHITECT as provided in the General Conditions.

6.1 PROGRESS PAYMENTS: OWNER shall make progress payments, as provided below, on account of the Contract Price on the basis of Contractor's Applications for Payment as recommended by ARCHITECT, on or before the 25th business day after the date on which an Application for Payment has been stamped as received by the ARCHITECT. All progress payments shall be on the basis of the progress of the Work measured by the Schedule of Values established pursuant to paragraph 14.1 of the General Conditions and, in the case of unit price work, payments will be based on the number of units completed.

6.2 Prior to substantial completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate

of payments previously made and less such amounts as ARCHITECT shall determine, and as OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

Retainage of ten percent (10%) shall be withheld until the Work has reached 50% complete. Thereafter, the Owner shall retain 5% of the Cost of the Services. The level at which 50% completion of the Work is achieved shall be set forth in the schedule of values established pursuant to Article 14 of the General Conditions. In the absence of such definition in the Schedule of Values, 50% completion shall be deemed to be the point at which OWNER has expended 50% of the total cost of the Work including existing change orders or modifications.

Once 50% completion has been achieved by Contractor, Contractor may request up to one-half of the retainage then held by OWNER. Upon receipt of such request, OWNER shall make a payment to Contractor, but less such amounts as ARCHITECT shall determine, or OWNER may withhold, in accordance with paragraph 14.2 of the General Conditions. Therefore, any disputed amounts will continue to be held by OWNER.

6.3 Upon Substantial Completion, a progress payment will be made in an amount sufficient to increase total payments to CONTRACTOR to 95 % of the Contract Price, less such amounts as ARCHITECT shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.

6.4 FINAL PAYMENT. Upon final completion and acceptance of the Work in accordance with paragraphs 14.2 through 14.9 of the General Conditions, and settlement of all claims, OWNER shall pay the remainder of the Contract Price as recommended by ARCHITECT in accordance with said paragraphs 14.12 through 14.15.

7. CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement Contractor makes the following representations.

7.1 CONTRACTOR has examined the Contract documents, the site and locality where the Work is to be performed, the legal requirements (federal, state and local laws, ordinances, rules and regulations) and the conditions affecting costs, progress or performance of the Work and has made such independent investigations as Contractor deems necessary. The Contractor represents and warrants that it has become familiar with the project, the Contract Documents, and the local conditions under which the project is to be constructed and operated.

7.2 Contractor has obtained and reviewed all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise, and which may affect the cost, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in

accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 4 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by Contractor for such purposes.

7.3 Contractor has reviewed and checked all information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data with respect of said Underground Facilities are or will be required by CONTRACTOR in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents.

7.4 Contractor has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.

7.5 The Contractor represents and warrants that it has received, reviewed and carefully examined all of the documents which make up this Agreement including but not limited to plans and specifications, and has found them in all respects to be complete, accurate, adequate, consistent, coordinated and sufficient for construction. If the Contractor performs any Work when it knew or should have known that it involves an error, inconsistency, or omission in the Contract Documents without first providing written notice to the ENGINEER and OWNER, the Contractor shall be responsible for such Work and pay the cost of correcting same. If applicable, Contractor has already given ARCHITECT written notice of all conflicts, errors, or discrepancies that he has discovered in the Contract Documents and the written resolution thereof by ARCHITECT is acceptable to Contractor.

8. CONTRACT DOCUMENTS

The Contract Documents which comprise the entire Agreement between OWNER and Contractor concerning the Work consist of the following:

- 8.1 This Agreement, consisting of pages 1 through 14.
- 8.2 Invitation to Bid (ITB #114-2023) documents
- 8.3 Exhibits A, B, & C to this Agreement inclusive.
- 8.4 Construction Bid Bond in amount of 5% of bid amount (including Power of Attorney Forms, as applicable),
- 8.5 Notice of Intent to Award.
- 8.6 Exhibit D, General Conditions, consisting of pages GC-1 through GC-43, inclusive, which are included in the Invitation to Bid documents referenced in 8.2.

- 8.7 Technical Specifications
- 8.8 Bid Proposal documents as submitted by West Construction, Inc.
- 8.9 Project Plans, as per Exhibit A; drawings consist of a cover sheet numbered L1.00 and sheets numbered H1.01 through H1.04 and sheets L1.01 through L1.09 inclusive, with each sheet bearing the following general title: Park Avenue Streetscape.
- 8.10 Addenda numbered #1 and #2.
- 8.11 Contractor's Submitted Bid Proposal Documents, consisting of the Invitation to Bid, the Instruction to Bidders and the Bid Form.
- 8.12 The following, which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying, or supplementing the Contract Documents pursuant to paragraphs 3.4 and 3.5 of the General Conditions.
- 8.13 The documents listed in Paragraph 8. Contract Documents above are attached to this Agreement (except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in Article 8. The Contract Documents may only be amended, modified, or supplemented as provided in paragraphs 3.4 and 3.5 of the General Conditions.

9. LAWS AND REGULATIONS

The Contractor shall comply with all federal, state and town laws and regulations governing the Work and services specified in this Agreement.

10. LICENSES, PERMITS AND FEES

The Contractor shall hold all licenses and/or certifications necessary to perform the construction work and services for the Project and shall obtain and pay for all permits and/or inspections, licenses and fees. Additionally, Contractor shall be responsible for any damages, penalties, and/or fines incurred by or imposed on the CRA or the Town of Lake Park (Town) for its failure to obtain and maintain any required licenses, certifications, permits, and/or inspections to perform the work and services for the Project.

11. SUBCONTRACTING

Prior to initiating the work and services for the Project, the Contractor shall provide the CRA a list of all subcontractors the Contractor may use on the Project.

12. ASSIGNMENT

The Contractor shall not assign or transfer the Agreement, including any rights, title, or interest therein, or its power to perform the Project to any person, company, or corporation without the prior written consent of the CRA. Assignment without the prior consent of the CRA may result in termination of the Agreement.

13. RESPONSIBILITIES AS EMPLOYER

The employees of the Contractor shall be considered to be at all times its employees, and not an employees or agents of the CRA or Town. The Contractor shall provide physically competent employees capable of performing the work and services for the Project and all employees who must be licensed or certified shall have maintained their licenses and certification and be in good standing. The CRA may require the Contractor to remove any employee the CRA deems to be unacceptable. All employees of the Contractor shall wear proper identification at all times while on CRA property that is the subject of this Agreement.

It is the Contractor's responsibility to ensure that all its employees and any identified subcontractors comply with the employment regulations required by the United States Department of Homeland Security. The CRA shall have no responsibility to check or verify the legal immigration status of any employee of the Contractor.

14. INDEMNIFICATION

The Contractor shall indemnify and hold harmless the CRA and the Town of Lake Park and its elected and appointed officers, employees, and agents from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the CRA or Town may incur as a result of any claims, fees, demands suits, causes of actions, or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of the Agreement by the Contractor or its employees, agents, servants, partners, principals, or subcontractors. The Contractor shall be responsible for paying all claims and losses, or fees in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature against the CRA or Town, for its negligence, act or omission, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be incurred thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit its responsibility to indemnify, keep and save harmless, and defend the CRA or the Town or its elected and appointed officers, employees, and agents.

15. INSURANCE

The Contractor shall have and maintain during the term insurance coverage issued by an insurance company authorized, licensed, and registered to do business in the state of Florida, with a minimum rating of B+ or better, in accordance with the latest edition of A.M. Best's Insurance Guide. This insurance shall be documented in certificates of insurance which provide that the CRA shall be notified at least 30 days in advance of

cancellation, non-renewal, or adverse change. The receipt of certificates of insurance by the CRA or its representatives, which indicate less coverage than is required, does not constitute a waiver of the Contractor's obligation to fulfill the insurance requirements herein. Deductibles in the Contractor's insurance policies must be acceptable to the Town.

The Contractor shall submit a current Certificate of Insurance, naming the CRA as an additional insured and listed as such on the insurance certificate for the insurance coverage listed hereinbelow. New certificates of insurance are to be provided to the CRA upon expiration of any policy as required hereinbelow:

- a. WORKERS' COMPENSATION INSURANCE in accordance with statutory requirements and Employer's Liability Insurance with limits of not less than (\$100,000 for each accident, not less than \$100,000 for each disease, and not less than \$500,000 aggregate.
- b. GENERAL LIABILITY INSURANCE with each occurrence limits of not less than \$1,000,000.
- c. PROFESSIONAL LIABILITY INSURANCE with limits of not less than \$1,000,000 annual aggregate.
- d. HIRED AND NON-HIRED VEHICLES with limits of not less than \$500,000 per claim.

16. MODIFICATION OF AGREEMENT

The Agreement may only be modified by the mutual consent of the parties, as evidenced by a written amendment to the Agreement.

17. TERMINATION FOR CONVENIENCE

The CRA at its sole discretion, reserves the right to terminate this Agreement for convenience and without cause upon providing 60 days advance written notice to the Contractor. Upon receipt of such notice, the Contractor shall not continue to provide the work and services for the Project.

18. TERMINATION BY CONTRACTOR

The Contractor may terminate the Agreement provided it gives 90 days advance written notice of its intention to do so. In the event of termination by Contractor, the CRA may procure the required goods and/or services from any source and use any method deemed in its best interest to provide the work and services to complete the Project.

19. ACCESS AND AUDIT OF RECORDS

The CRA reserves the right to require the Contractor to submit to an audit by an auditor of the CRA's choosing at the Contractor's expense. The auditor shall be entitled to

inspect all of the Contractor's records, which relate directly or indirectly to the Project and this Agreement. The auditors may elect to review the records at the Contractor's place of business during regular business hours, or at such other places as mutually agreed to by the CRA and Contractor. The Contractor agrees to provide such assistance as the auditor may deem necessary to facilitate the audit.

20. RETENTION OF RECORDS BY CONTRACTOR

The Contractor shall retain all records pertaining to this Agreement, and upon request, make them available to the Town for three (3) years following expiration of the Agreement.

21. OFFICE OF THE INSPECTOR GENERAL

Palm Beach County has established the Office of the Inspector General (OIG), which is authorized and empowered to review past, present, and proposed CRA programs, contracts, transactions, accounts, and records. The OIG has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. The OIG may, on a random basis, perform audits of public works contracts.

22. BINDING EFFECT

All the terms and provisions of this Agreement, whether so expressed or not, shall be binding upon, inure to the benefit of, and be enforceable by the Parties and their respective legal representatives, heirs, successors, and assigns.

23. SEVERABILITY

If any part of this Agreement is contrary to, prohibited by, or deemed invalid under applicable law or regulation, such provision shall be inapplicable and deemed omitted to the extent so contrary, prohibited, or invalid, but the remainder hereof shall not be invalidated thereby and shall be given full force and effect so far as possible.

24. GOVERNING LAW AND VENUE

The enforcement of this Agreement shall be governed by and enforced in accordance with the laws of the state of Florida without regard to any contrary conflicts of law principle. The venue of all proceedings, whether in state or federal court, in connection herewith shall lie exclusively in Palm Beach County, Florida.

25. ATTORNEY'S FEES

If either party is required to initiate a legal action, including appeals, to enforce this Agreement, the prevailing party shall be entitled to recover its reasonable attorney's fees and costs.

26. EQUAL OPPORTUNITY AND ANTI-DISCRIMINATION

The CRA complies with all laws of prohibiting discrimination on the basis of age, race, gender, religion, creed, political affiliation, sexual orientation, physical or mental disability, color or national origin, and therefore is committed to assuring that equal opportunity in the award of contracts and encourages small, local, minority and female-owned businesses to participate.

During the performance of this Agreement, Contractor shall not discriminate or permit discrimination in its hiring practices or in its performance of the Agreement. The Contractor shall strictly adhere to the equal employment opportunity requirements and any applicable requirements established by the state of Florida, Palm Beach County and the federal government.

The Contractor further acknowledges and agrees to provide the CRA with all information and documentation that may be requested by the CRA from time to time regarding the solicitation, selection, treatment, and payment of approved subcontractors, suppliers, and vendors in connection with this Agreement.

27. NO DISCRIMINATION CLAUSE

“The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants for employment, and its employees are treated equally during their employment, without regard to their race, color, religion, sex or national origin, including, but not be limited to the following employment actions: Employment, up-grading, demotion, or transfer, recruitment, or recruitment advertising; layout or termination; rates of pay or other forms of compensation, and selection of training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

28. MINIMUM WAGE REQUIREMENTS

The Contractor shall comply with all minimum wage requirements, such as Living Wage requirements, minimum wages based on Federal Law, minimum wages based on the Davis-Bacon Act, and the provisions of any other employment laws, as may be applicable to this Agreement.

29. PUBLIC RECORDS

The Contractor shall comply with Florida’s Public Records Law. Specifically, the Contractor shall:

- a. Keep and maintain public records required by the CRA to perform the service.
- b. Upon the request of the CRA’s custodian of public records, provide the CRA with such public records within a reasonable time at a cost that does not exceed the costs provided for in Chapter 119, Florida Statutes.

- c. Ensure that any public records that are exempt or confidential from public records disclosure are not disclosed except as authorized by law for the duration of the work and services to be provided pursuant to this Agreement, and following completion of this Agreement.
- d. Upon the completion of the work and services to be performed pursuant to this Agreement, the Contractor shall transfer, at no cost, to the CRA all public records in possession of the Contractor or its subcontractors related to the Project; or keep and maintain the public records associated with the services provided for in the Agreement. If the Contractor transfers all public records to the Town upon completion of the work and services for the Project, the Contractor shall destroy any duplicate public records that are exempt from public records disclosure. If the Contractor shall keep and maintain public records during the time it is performing the work and services pursuant to this Agreement. The Contractor acknowledges that it is required to comply with all applicable requirements pertaining to the retention of public records. All records stored electronically shall be provided to the CRA, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the CRA.
- e. IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, ITS DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, THE CONTRACTOR SHOULD CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: TOWN CLERK, 535 Park Avenue, Lake Park, Florida 33403, 561-881-3311, Townclerk@lakeparkflorida.gov.

IN WITNESS WHEREOF, the Parties hereto have made and execute this Agreement as of the day and year last execute below.

ATTEST:

TOWN OF LAKE PARK

By: _____
Vivian Mendez, TOWN Clerk

By: _____
Roger Michaud, Mayor

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY

By: _____
Thomas J. Baird, Town Attorney

CONTRACTOR

WEST CONSTRUCTION, INC.
820 North 4th Street
Lantana, Florida 33462

By:  _____
Signature
MATTHEW F. WEST

Printed Name:

Its: PRESIDENT _____
Title

P:\DOCS\26508\00001\DOC\28Q9821.DOCX



**Park Avenue & 10th Street
Streetscape Improvements - PHASE 1
ITB No. 114-2023**

Submitted By:
West Construction, Inc.
820 North 4th Street
Lantana, FL 33462
Matthew F. West, President
Phone: 561-588-2027

Prepared For:
Town of Lake Park
Town Clerk
535 Park Avenue
Lake Park, FL 33403

**September 21, 2023
1:30 PM**

OWNER



TOWN OF LAKE PARK

**535 Park Ave.
Lake Park, Florida 33403**

INVITATION TO BID (ITB) Number 114-2023

PROJECT:

**Park Avenue / 10th Street Streetscape Improvements
PHASE 1**

EXHIBIT C - BID FORM DOCUMENTS

BID FORMPROJECT: **PARK AVENUE & 10TH STREET STREETScape IMPROVEMENTS - PHASE 1**

INVITATION TO BID No. 114 - 2023

BIDDER NAME: West Construction, Inc.DATE: 09/21/2023

THIS BID IS SUBMITTED TO: Town of Lake Park
 Town Clerk
 535 Park Avenue
 Lake Park, Florida, 33403

1. The undersigned BIDDER proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Price and within the Contract Time indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.

2. BIDDER accepts all of the terms and conditions of the Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid Security. This Bid will remain open for ninety (90) Days after the day of Bid opening. BIDDER will sign and submit the Agreement with Bonds and other documents required by the Bidding Requirements within fifteen (15) days after the date of OWNER'S Notice of Award.

3. In submitting this Bid, BIDDER represents, as more fully set forth in the Agreement, that:

- a. BIDDER has examined copies of the Invitation to Bid, Instructions to Bidders, all the Contract Documents and the following addenda (receipt of all which is hereby acknowledged):

DATE	ADDENDUM NUMBER
<u>1</u>	<u>09/13/2023</u>
<u>2</u>	<u>09/13/2023</u>
<u> </u>	<u> </u>

- b. BIDDER has examined the Contract Documents, the site and locality where the Work is to be performed, the legal requirements (Federal, State and Local laws, ordinances, rules and regulations) and the conditions affecting cost, progress or performance of the Work and has made such independent investigations as BIDDER deems necessary.
- c. BIDDER has contacted local governments and agencies where the Work is to take place and determined all required permits, licenses and fees.
- d. BIDDER has obtained and reviewed all such examinations, investigations, explorations, tests and studies which pertain to the subsurface or physical conditions at the site or otherwise, and which may affect the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.2 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports or similar information or data are or will be required by BIDDER for such purposes.

- e. BIDDER has reviewed and checked all information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or contiguous to the site and assumes responsibility for the accurate location of said Underground Facilities. No additional examinations, investigations, explorations, tests, reports or similar information or data with respect of said Underground Facilities are or will be required by BIDDER in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of paragraph 4.3.1 of the General Conditions.
 - f. BIDDER has correlated the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
 - g. BIDDER has given OWNER written notice of all conflicts, errors or discrepancies, if any, that it has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to BIDDER.
 - h. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; BIDDER has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; BIDDER has not solicited or induced any person, firm or corporation to refrain from bidding; and BIDDER has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.
4. BIDDER agrees to perform all the Work described in the Contract Documents, subject to adjustments as provided therein, for the Unit Sum BIDDER provided on the Price Schedule attached hereto as Schedule A.
- a. If the Work is to be performed on a "unit price" basis, BIDDER understands and agrees that the unit quantities shown on the Bid Form Unit Price Schedule are approximate only, not guarantees and are subject to either increase or decrease; that should the quantities of any of the items of Work be increased, BIDDER will perform the additional Work at the unit prices set out herein; that should the quantities be decreased, final payment shall be made on actual quantities completed at the unit prices; that it will make no claims for anticipated profits for any decrease in the quantities; that final quantities installed shall be determined by the ENGINEER upon completion of the Work; and that OWNER may elect to construct only a portion of the Work covered by the Contract Documents and in such event, BIDDER will perform that portion of the Work for which BIDDER is awarded a Contract at the unit prices quoted herein.
5. BIDDER agrees that the PAHSE 1 Work shall reach Substantial Completion within 90 calendar days from the date when the Contract Time commences to run as provided in paragraph 2.3 of the General Conditions, and Final Completion 30 days after substantial completion, for a **Total PHASE 1 Contract Time of 120 calendar days**. The project shall be ready for final payment within 120 calendar days from the date when the Contract Time commences to run.
- a. BIDDER accepts the provisions of the Agreement regarding liquidated damages in the event of failure to complete the Work on time.
6. The following documents are attached to and made a condition of this Bid:
- a. Required Bid Security,
 - b. Unit Price Schedule,
 - c. Schedule of Subcontractors,
 - d. Schedule of Suppliers, Equipment and Materials,
 - e. Required forms, and
 - f. Questionnaire Sheet.

7. The terms used in this Bid which are defined in the General Conditions included as part of the Contract Documents have the meanings ascribed to them in the General Conditions.

8. **BIDDER's Florida Contractor's License Number is:**

CGC1516626

9. BIDDER covenants that it is qualified to do business in the State of Florida.

10. The prices contained in the Bid Proposal shall include all costs necessary to provide the Work described in the Contract Documents, including, but not limited to, labor, materials, equipment, overhead, profit and insurance.

BIDDER understands that the OWNER reserves the right to reject any or all Bids in whole or in part, with or without cause, to waive any irregularities, variances, deviations, technical errors and informalities to the extent permitted by law or to accept the Bid which in its judgment best serves the public interest.

BIDDER agrees that this Bid shall be good and may not be withdrawn for a period of ninety (90) calendar days after the scheduled closing time for receiving Bids.

Upon receipt of Notice of Intent to Award, BIDDER will execute the formal contract attached and deliver it with a Public Construction Bond and a Certificate of Insurance evidencing conformance with the contract requirements as required by Article 5 of the General Conditions within fifteen (15) days. OWNER may draw upon the Bid Security to the full extent of its damages in the event the executed Contract, Public Construction Bond and Certificate of Insurance are not delivered within the time above set forth.

By submission of this Bid, each BIDDER certifies, and in the case of a joint Bid each party thereto certifies as to his own organization, that this Bid has been arrived at independently, without consultation, communication or agreement as to any matter relating to this Bid with any other BIDDER or with any competition.

Bids will be compared on the basis of the TOTAL AMOUNT OF BID and Bidder's qualifications. Where the extended price differs from the unit price times the quantity, the unit price times the quantity will be accepted as the amount bid. The OWNER reserves the right to omit or add to the construction of any portion or portions of the work heretofore enumerated or shown on the plans at any time during or before construction. Furthermore, the OWNER reserves the right to omit in its entirety any one or more items of the Contract without forfeiture of the remainder of the Contract and without suffering claims for loss of anticipated profits or any other claims by the Contractor at any time during or before construction, which claims are hereby waived.

Bidder is warned that the estimates of the quantities of the various items of work and materials as set forth in the proposal form are approximate only and are given solely to be used as a uniform basis for the comparison of bids. The quantities actually required to complete the contract and work may be less or more than so estimated, and, if so, no action for damages or for loss of profits shall accrue to the Contractor by reason thereof.

If BIDDER is:

AN INDIVIDUAL

By (sign here): N/A

(Print Individual's Name): N/A

doing business as N/A

Business address: N/A

Phone No. N/A

A PARTNERSHIP

N/A
(Partnership Name)

By (sign here): N/A

(Print General Partner's Name): N/A

Business address: N/A

Phone No. N/A

A CORPORATION

West Construction, Inc.
(Corporation Name)

Florida
(State of Incorporation)

By (sign here): 

(Print Name of Person Authorized to Sign): Matthew F. West

Its: President
(Print Title of Person Signing if other than the president or vice president, attach evidence of individual's authority to sign)

Business address: 820 North 4th Street, Lantana, FL 33462

Phone No. 561-588-2027

A LIMITED LIABILITY COMPANY

N/A

(LLC Name)

By (Sign here): N/A

(Print Name of Person Signing): N/A

Its: N/A

(If other than manager, attach evidence of individual's authority to sign)

N/A

(Address)

Phone No. N/A

A JOINT VENTURE

N/A

(Joint Venture Name)

By (sign here): N/A

(Print Name of Person Signing): N/A

N/A

(Address)

Phone No. N/A

By (sign here): N/A

(Print Name of Person Signing) N/A

N/A

(Address)

Phone No. N/A

(Each joint venture must sign. The manner of signing for each individual, partnership and corporation that is a party to the joint venture should be in the manner indicated above as to that type of entity).



TOWN OF LAKE PARK
535 Park Ave.
Lake Park, Florida 33403

PROJECT:
Park Avenue / 10th Street Streetscape Improvements
RFP #: 114-2023

ADDENDUM #1:

September 13, 2023

Questions / Clarifications

Question #1: *During the site visit, we noticed that the sidewalk had been cut and filled with asphalt. Are these the same areas that will receive the concrete paver bands? Are all areas already saw cut, and don't we need to account for saw cutting the concrete sidewalk?*

Response #1: The project intent and scope of work is to install a precast concrete paver band across the existing sidewalk at 20' o.c. intervals for the entire 3 block length of the sidewalk on both sides of the street. There are, and were, paver bands across the sidewalk in some locations along the sidewalk. Some of these existing bands are not exactly 20' o.c., but can be used to achieve the sidewalk improvement intent.

The contractor will need to remove the asphalt patch material and prep the band for new paver installation. In the band locations where pavers exist, the contractor will assess the condition of the existing pavers and either replace them with new or re-set the existing to provide a flush and uniform installation.

In areas where paver bands currently do not exist, the contractor will need to cut the existing sidewalk for the new paver band installation as per plans and details.

Question #2: *We noticed that areas of the paver bands are sinking or uneven to the concrete sidewalk. Are these repairs a part of the scope of work for this project?*

Response #2: In areas where paver bands exist and are sinking or uneven, the contractor will assess the condition of the pavers and either replace them with new or re-set the existing to provide a flush and uniform installation.

Proposers must acknowledge receipt of this Addendum No. 1 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed.

Failure to return this addendum with your proposal submittal will be cause for disqualification.

Issued By: Town of Lake Park, Office of the Town Clerk

Date: _____

Signed By: _____
Vivian Mendez, MMC
Town Clerk

**Vivian
Mendez, MMC**

Digitally signed by Vivian Mendez,
MMC
DN: cn=Vivian Mendez, MMC,
o=Town of Lake Park, ou=Town Clerk,
email=vmendez@lakeparkflorida.gov,
c=US
Date: 2023.09.13 09:18:20 -04'00'

Bidder Acknowledgement of Receipt of Addendum #1:

Company Name: West Construction, Inc.

Authorized Signature: _____

Print Name: Matthew F. West

Title: President

Date: 09/21/2023

End of Addendum No. 1



TOWN OF LAKE PARK
535 Park Ave.
Lake Park, Florida 33403

PROJECT:
Park Avenue / 10th Street Streetscape Improvements
RFP #: 114-2023

ADDENDUM #2

September 13, 2023

Bid Due Date Extension

The Bid Response Due Date has been changed.

Please allow this to be your official notice of a Bid Proposal Due Date Extension.

The "New" Bid Submittal Due Date for this project is:
Thursday, September 21, 2022 at 1:30 pm

Responses for this project shall be submitted and received digitally via DemandStar at www.demandstar.com before 1:30 P.M. Local Time, on Thursday, September 21, 2023.

Proposers must acknowledge receipt of this Addendum No. 2 in the space provided below. This addendum forms an integral part of the proposal document and therefore must be executed.

Failure to return this addendum with your proposal submittal will be cause for disqualification.

Issued By: Town of Lake Park, Office of the Town Clerk

Date: _____

Signed By: _____
Vivian Mendez, MMC
Town Clerk

**Vivian
Mendez, MMC**

Digitally signed by Vivian Mendez, MMC
DN: cn=Vivian Mendez, MMC, o=Town of
Lake Park, ou=Town Clerk,
email=vmendez@lakeparkflorida.gov,
c=US
Date: 2023.09.13 09:19:12 -04'00'

Bidder Acknowledgement of Receipt of Addendum #2:

Company Name: West Construction, Inc.

Authorized Signature: [Signature]

Print Name: Matthew F. West

Title: President

Date: 09/21/2023

End of Addendum No. 2

LIST OF SUBCONTRACTORS

List each subcontractor to be used on the Project for the types of work to be performed as listed below. If the work is to be performed by the BIDDER, and no subcontractor is to be used, indicate same by writing "self-performed" on the line next to name of firm.

1. Name of Firm All County Paving Company
 Address 1180 SW 10th St., Delray Beach, FL 33444
 Work to be performed: Pavers
2. Name of Firm Lugo Painting & Restoration
 Address 1825 Ponce De Leon Blvd #534, Coral Gables, FL, 33134
 Work to be performed: Power Washing & Sealer
3. Name of Firm Country West Landscape and Design, Corp.
 Address 6782 Belvedere Road, West Palm Beach, FL 33413
 Work to be performed: Landscape & Irrigation
4. Name of Firm _____
 Address _____
 Work to be performed: _____
5. Name of Firm _____
 Address _____
 Work to be performed: _____
6. Name of Firm _____
 Address _____
 Work to be performed: _____

Failure to complete the above form may be sufficient cause for Bid rejection.

DEBARRED FIRMS

The undersigned hereby certifies that the firm of West Construction, Inc.
has not and will not award a subcontract, in connection with any contract awarded to it as the result
of this bid, to any firm that has been debarred for non-compliance with the Federal Labor Standards,
Title VI of the Civil Rights Act of 1964, Executive Order 11246 as amended or any other Federal
Law.

West Construction, Inc.

Name of Firm Submitting Bid

A handwritten signature in blue ink, appearing to be "Matthew F. West", written over a horizontal line.

Signature of Authorized Official

Matthew F. West, President

Title

09/21/2023

Date

FLORIDA TRENCH SAFETY ACT ACKNOWLEDGEMENT

If this Project involves trench excavations that will exceed a depth of 5 feet, pursuant to Florida Statutes Chapter 553, Part III Trench Safety Act will be in effect and the undersigned Bidder hereby certifies that such Act will be complied with during the construction of the Project.

Bidder acknowledges that included in the various items of the bid and in the total bid price are costs for complying with the Florida Trench Safety Act. Bidder further identifies the cost to be as summarized below:

	<u>Trench Safety Measure</u> <u>(Description)</u>	<u>Units of Measure</u> <u>(LF, SY)</u>	<u>Quantity</u>	<u>Unit</u> <u>Cost</u>	<u>Extended</u> <u>Cost</u>
A.	N/A				
B.					
C.					
D.					

QUESTIONNAIRE SHEET

The BIDDER's responses to the following questions/requests will assist the OWNER in evaluating whether the bidder is qualified, responsive and responsible. Incomplete, inadequate or false responses may, at the OWNER'S sole discretion and consistent with Florida law, be cause for Bid rejection. The undersigned, under penalty of perjury, attests to the truth and accuracy of all statements and answers herein contained.

1. How many years has your organization been in business?

54 years

2. What are the last three projects of this nature that you have completed?

Provide the dates that the projects were completed and the name and correct phone number for OWNER's representative for each project. A listing of three such projects is strongly preferred. However, a lesser number may, at the OWNER's sole discretion, be considered sufficiently responsive.

PBC (Lantana) Airport Southside Redevelopment Phase 1 & 2, Lantana, FL / Completed: 03/2020
Palm Beach County Department of Airports / Cynthia M. Portnoy, P.E., Project Manager / PH: 561-471-7411

Seacrest Beautification Phase 1, Delray Beach, FL / Completed: 11/2018
City of Delray Beach / Keith & Schnars, Joe Gomez, PE, Sr. VP of Engineering / PH: 305-477-7667

Dorchester Park Observation Platform & Lighting, Wellington, FL / Completed: 04/2018
Village of Wellington / Patrick Barthelemy, P.E., Senior Engineer / PH: 561-753-2419

3. Have you ever failed to complete work awarded to you; if so, where and why?

No

4. Provide the names, telephone numbers and addresses of corporations or individuals or agencies for which you have performed work in Palm Beach County of a type similar to the work which is the subject of this Bid. A listing of three such projects is preferred.

*See projects listed in response #2. Palm Beach County Department of Airports, 846 Palm Beach International Airport, West Palm Beach, FL 33406 / Cynthia M. Portnoy, P.E., Project Manager / PH: 561-471-7411

*See projects listed in response #2. City of Delray Beach, 100 N.W. 1st Ave., Delray Beach, FL 33444 / Keith & Schnars, Joe Gomez, PE, Sr. VP of Engineering / PH: 305-477-7667

*See projects listed in response #2. Village of Wellington, 12300 Forest Hill Blvd., Wellington, FL 33414 / Patrick Barthelemy, P.E., Senior Engineer / PH: 561-753-2419

5. Have your employees or agents personally inspected the site of proposed work? Yes

- Please see attached resume for Steve Sasso.

RESUME - SUPERINTENDENT

Steve Sasso

Superintendent

Mr. Sasso will be responsible for managing the day-to-day field work including but not limited to, subcontractor quality and adherence to the plans and specifications, coordinating all inspections as well as preparing daily log reports and two and four week look ahead schedules.

Experience

Total: 36 years
With West: 10 years

Credentials

30 Hour OSHA Certified
M.O.T. Advanced Certificate
OSHA Electrical for Construction



Abbreviated Project Experience:

BRAA Runway 23 Departure EMAS

Boca Raton, FL

\$2 Million

Project Involvement: Superintendent



BRAA Runway 23 Departure EMAS

Coconut Creek Parkway Improvements Phase III - Banks Road to Florida Turnpike Overpass

Coconut Creek, FL

\$2 Million

Project Involvement: Superintendent



C.B. Smith Flume Slide Replacement

Pembroke Pines Civic Center & City Hall Parking Facility

Pembroke Pines, FL

\$7.8 Million

Project Involvement: Superintendent



Public Safety Building Community Room Addition & Site Improvements

Martin County High School Auditorium Remodel

Stuart, FL

\$664K

Project Involvement: Superintendent



Martin County High School Auditorium Remodel

Public Safety Building Community Room Addition & Site Improvements

Sunrise, FL

\$807,796

Project Involvement: Superintendent

Darwin Blvd. Sidewalk Construction Project

Port St. Lucie, FL

\$998,907

Project Involvement: Superintendent

C.B. Smith Flume Slide Replacement

Pembroke Pines, Florida

\$2.5 Million

Project Involvement: Superintendent

Jog Rd & Lake Worth Rd Median Landscape & Irrigation

Greenacres, FL

\$781,299

Project Involvement: Superintendent



CONFLICT OF INTEREST DISCLOSURE FORM

The award of this contract is subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose within their Proposal: the name of any officer, director, or agent who is also an employee of the Town of Lake Park.

Furthermore, all Proposers must disclose the name of any Town employee who owns, directly, or indirectly, an interest of more than five percent (5%) in the Proposer's firm or any of its branches.

The purpose of this disclosure form is to give the Town the information needed to identify potential conflicts of interest for evaluation team members and other key personnel involved in the award of this contract.

The term "conflict of interest" refers to situations in which financial or other personal consideration may adversely affect, or have the appearance of adversely affecting, an employee's professional judgment in exercising any Town duty or responsibility in administration, management, instruction, research, or other professional activities.

Please check one of the following statements and attach additional documentation if necessary:

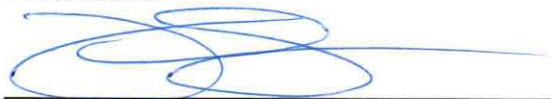
✓ To the best of my knowledge, the undersigned firm has no potential conflict of interest due to any other Cities, Counties, contracts, or property interest for the Proposal.

 The undersigned firm, by attachment to this form, submits information that may be a potential conflict of interest due to other Cities, Counties, contracts, or property interest for this Proposal.

Acknowledged by:

West Construction, Inc.

Firm Name



Signature

Matthew F. West, President

Name and title (Print or Type)

09/21/2023

Date

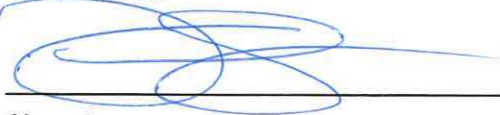
NOTIFICATION OF PUBLIC ENTITY CRIMES LAW

Pursuant to Section 287.133, Florida Statutes, you are hereby notified that a person or affiliate who has been placed on the convicted contractors list following a conviction for a public entity crime may not submit a Proposal on a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases or real property to a public entity; may not be awarded or perform work as a contractor, supplier, sub-vendor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 [F.S.] for Category Two [\$35,000.00] for a period of thirty-six (36) months from the date of being placed on the convicted contractors list.

Acknowledged by:

West Construction, Inc.

Firm Name



Signature

Matthew F. West, President

Name and Title (Print or Type)

09/21/2023

Date

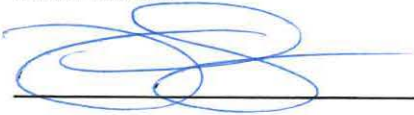
DRUG-FREE WORKPLACE

West Construction, Inc. _____ is a drug-free workplace and has a
(Company Name)
Substance abuse policy in accordance with and pursuant to Section 440.102, Florida Statutes.

Acknowledged by:

West Construction, Inc.

Firm Name



Signature

Matthew F. West, President

Name and title (Print or Type)

09/21/2023

Date

NON-COLLUSION AFFIDAVITSTATE OF FLORIDACOUNTY OF PALM BEACH

Before me, the undersigned authority, personally appeared Matthew F. West, who after being by me first duly sworn, deposes and says of his/her personal knowledge that:

- a. He/She is President of West Construction, Inc., the Proposer that has submitted a Proposal to perform work for the following:
 RFQ No.: ITB No. 114-2023 Title: Park Avenue & 10th Street Streetscape Improvements - PHASE 1
- b. He/She is fully informed respecting the preparation and contents of the attached Request for Qualifications, and of all pertinent circumstances respecting such Solicitation. Such Proposal is genuine and is not a collusive or sham Proposal.
- c. Neither the said Proposer nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, has in any way colluded, conspired, connived, or agreed, directly or indirectly, with any other Proposer, firm or person to submit a collusive or sham Proposal in connection with the Solicitation and contract for which the attached Proposal has been submitted or to refrain from proposing in connection with such Solicitation and contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference with any other Proposer, firm, or person to fix the price or prices in the attached Proposal or any other Proposal, or to fix any overhead, profit or cost element of the Proposal price or the Proposal price of any other Proposer, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the City or any person interested in the proposed contract.
- d. The price or prices quoted in the attached Proposal are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Proposer or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.



Matthew F. West, President

Signature

Subscribed and sworn to (or affirmed) before me this 21st day of September, 2023, by

Matthew F. West, who is personally known to me or who has produced

N/A, as identification.

SEAL



RACQUEL J. BARRETT
 Commission # HH 414820
 Expires June 26, 2027

Notary Signature

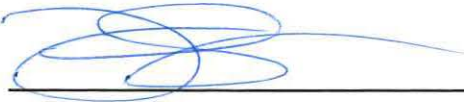
Notary Name: Racquel J. BarrettNotary Public (State): FloridaMy Commission No.: HH 414820Expires on: June 26, 2027

TRUTH – IN – NEGOTIATION CERTIFICATE

The undersigned warrants (i) that it has not employed or retained any company or person, other than bona fide employees working solely for the undersigned, to solicit or secure the Agreements and (ii) that it has not paid or agreed to pay any person, company, corporation, individual or firm other than its bona fide employees working solely for the undersigned or agreed to pay any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of the Agreement.

The undersigned certifies that the wage rates and other factual unit costs used to determine the compensation provided for in the Agreement are accurate, complete, and current as of the date of the Agreement.

This document must be executed by a Corporate Officer.

By: _____

Title: Matthew F. West, President

Date: 09/21/2023

SCHEDULE OF BID ITEMS

PARK AVENUE & 10TH STREET STREETScape – PHASE 1

ITB # 114-2023

BID AMOUNT EXTENDED COSTS

**** PHASE 1: ****

PHASE 1 starts east of the 7th Street intersection (see plan sheet H1.02) and extends west to just east of the 9th Street intersection; at total of about 2 blocks.

1	INDEMNIFICATION	1	L.S.	\$ <u>100.00</u>
2	GENERAL CONDITIONS: Project Management, Mobilization, Temporary Toilets, MOT, Temporary Protections, Temporary Fencing Materials & Soils Testing, Licenses & Insurances, Warranties, etc.	1	L.S.	\$ <u>52,628.00</u>
3	PERFORMANCE AND PAYMENT BONDS: (only applicable if proposed BASE BID price exceeds \$100,000.00)	1	L.S.	\$ <u>2,982.00</u>
4	GENERAL CONSTRUCTION ACTIVITIES: Layout of proposed new sidewalk banding. Concrete cutting of existing sidewalks including removal and cleanup in preparation for new paver bands. Pressure cleaning of existing concrete sidewalks, drive aprons and concrete curbs. Additionally, pressure cleaning of existing precast pavers at pedestrian crosswalks and precast paver intersection treatments.	1	L.S.	\$ <u>9,504.00</u>
5	PRECAST PAVER WORK: Furnish and install new precast pavers at proposed sidewalk paver bands as per plans and specifications.	1	L.S.	\$ <u>20,434.00</u>
6	LANDSCAPE & IRRIGATION: Provide landscape and irrigation work as per the plans, specifications and Exhibit B Scope of Work.	1	L.S.	\$ <u>123,948.00</u>
7	CONSTRUCTION CONTINGENCY: (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	\$ <u>15,000.00</u>
8	BUILDING PERMIT: (Town of Lake Park) (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	\$ <u>12,000.00</u>

ITEMS 1 THRU 8 SUBTOTAL – PHASE 1: \$ 236,596.00
Numeric Amount

Alternate #1 (PHASE 1): Sealing of Existing Vehicular Area (and crosswalks) Precast Pavers

Provide protective sealer coating to existing vehicular precast concrete pavers areas and pedestrian crosswalk areas.

Sealer shall be applied as per manufacturer's instructions to precast pavers.

Contractor to implement and maintain maintenance of traffic as required for paver sealing operations.

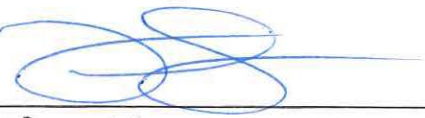
ATLERNATE #1 SUBTOTAL – PHASE 1: \$ 50,470.00
Numeric Amount

PHASE 1 TOTAL BASE BID ITEMS 1 THRU 8 plus Alternate #1:

\$ 287,066.00
Numeric Amount

Written Amount \$ TWO HUNDRED EIGHTY-SEVEN THOUSAND SIXTY-SIX
DOLLARS AND ZERO CENTS

PHASE 1

Submitted By:  Title: Matthew F. West, President
Signature of Firm Representative

Name of Firm: West Construction, Inc.

Firm Address: 820 North 4th Street
Lantana, FL 33462

Date: 09/21/2023 E-mail Address: mwest@westconstructioninc.net

Firm Telephone No.: 561-588-2027

SCHEDULE OF BID ITEMS

PARK AVENUE & 10TH STREET STREETSCAPE – PHASE 2

ITB # 114-2023

BID AMOUNT EXTENDED COSTS

**** PHASE 2:**

PHASE 2 PHASE 2 starts just on the east side of the 9th Street intersection (see plan sheet H1.01) and extends west to the eastern edge of the 10th Street / Park Avenue intersection..

1	INDEMIFICATION	1	L.S.	\$ <u>100.00</u>
2	GENERAL CONDITIONS: Project Management, Mobilization, Temporary Toilets, MOT, Temporary Protections, Temporary Fencing Materials & Soils Testing, Licenses & Insurances, Warranties, etc.	1	L.S.	\$ <u>35,085.00</u>
3	PERFORMANCE AND PAYMENT BONDS: (only applicable if proposed BASE BID price exceeds \$100,000.00)	1	L.S.	\$ <u>1,988.00</u>
4	GENERAL CONSTRUCTION ACTIVITIES: Layout of proposed new sidewalk banding. Concrete cutting of existing sidewalks including removal and cleanup in preparation for new paver bands. Pressure cleaning of existing concrete sidewalks, drive aprons and concrete curbs. Additionally, pressure cleaning of existing precast pavers at pedestrian crosswalks and precast paver intersection treatments.	1	L.S.	\$ <u>6,336.00</u>
5	PRECAST PAVER WORK: Furnish and install new precast pavers at proposed sidewalk paver bands as per plans and specifications.	1	L.S.	\$ <u>13,632.00</u>
6	LANDSCAPE & IRRIGATION: Provide landscape and irrigation work as per the plans, specifications and Exhibit B Scope of Work.	1	L.S.	\$ <u>82,632.00</u>
7	CONSTRUCTION CONTINGENCY: (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	\$ <u>7,500.00</u>
8	BUILDING PERMIT: (Town of Lake Park) (Allowance amount to be used at the discretion of the owner Any unused allowance shall be returned to the owner)	1	Allowance	\$ <u>6,000.00</u>

ITEMS 1 THRU 8 SUBTOTAL – PHASE 2:	\$ <u>153,273.00</u>
	<i>Numeric Amount</i>

Alternate #2 (PHASE 2): Sealing of Existing Vehicular Area (and crosswalks) Precast Pavers

Provide protective sealer coating to existing vehicular precast concrete pavers areas and pedestrian crosswalk areas.

Sealer shall be applied as per manufacturer's instructions to precast pavers.

Contractor to implement and maintain maintenance of traffic as required for paver sealing operations.

ATLERNATE #2 SUBTOTAL – PHASE 1: \$ 25,745.00

Numeric Amount

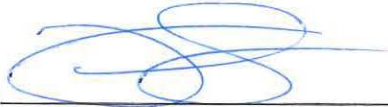
PHASE 2 TOTAL BASE BID ITEMS 1 THRU 8 plus Alternate #2:

\$ 179,018.00

Numeric Amount

Written Amount \$ ONE HUNDRED SEVENTY-NINE THOUSAND EIGHTEEN
DOLLARS AND ZERO CENTS

PHASE 2

Submitted By:  Title: Matthew F. West, President
Signature of Firm Representative

Name of Firm: West Construction, Inc.

Firm Address: 820 North 4th Street
Lantana, FL 33462

Date: 09/21/2023

E-mail Address: mwest@westconstructioninc.net

Firm Telephone No.: 561-588-2027

TOTAL BID: PHASE 1 plus Alternate #1 + PHASE 2 plus Alternate #2:

\$ 466,084.00

Numeric Amount

Written Amount \$ FOUR HUNDRED SIXTY-SIX THOUSAND EIGHTY-FOUR
DOLLARS AND ZERO CENTS

BOND NO. N/A**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, we, West Construction, Inc. a Florida corporation with a principal business address of 820 N. 4th Street, Lantana, FL 33462, as Principal, and Berkley Insurance Company, a Delaware corporation with a principal business address of 475 Steamboat Road, Greenwich, CT 06830

, as Surety, are bound to **Town of Lake Park**, as Obligee, whose address is 535 Park Avenue, Lake Park, Florida, 33403, in the sum of \$ Five (5%) Percent of Amount Bid, payment of which we bind ourselves, our heirs, personal representatives, successors and assigns, jointly and severally.

WHEREAS, the Principal is herewith submitting its bid for INVITATION TO BID (ITB) 114-2023

PARK AVENUE / 10TH STREET STREETScape IMPROVEMENTS – PHASE 1

THE CONDITION OF THIS OBLIGATION is such that if the aforesaid Principal shall be awarded the contract the said Principal will, within the time required, enter into a formal contract with the Obligee in accordance with the terms and conditions of the bid and Contract Documents and shall give a good and sufficient Public Construction Bond and proper evidence of insurance to secure the performance of the contract, or in the event of the failure of the Principal to enter into such contract and give such bond and evidence of insurance, the Principal and Surety shall pay to the Obligee the damages which the Obligee may suffer by reason of such failure, including but not limited to, (1) the difference between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, whether by accepting a different bid or by rebidding the Work and accepting a bid from the rebid process, or (2) the administrative, legal, accounting and independent consultant expenses incurred by the Obligee in the bid process, in the event that the Obligee in good faith elects not to contract with another party to perform the Work, all of which damages shall not exceed the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed and sealed this 12th day of September, 2020. 23

PRINCIPAL:

West Construction, Inc.

By: 

Signature

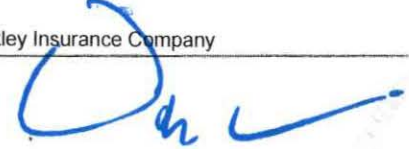
Matthew F. West

Name

President

SURETY:

Berkley Insurance Company

By: 

Signature

Warren M. Alter, Attorney-in-Fact

Name Attorney-in-Fact

POWER OF ATTORNEY
BERKLEY INSURANCE COMPANY
WILMINGTON, DELAWARE

KNOW ALL MEN BY THESE PRESENTS, that BERKLEY INSURANCE COMPANY (the "Company"), a corporation duly organized and existing under the laws of the State of Delaware, having its principal office in Greenwich, CT, has made, constituted and appointed, and does by these presents make, constitute and appoint: *Warren M. Alter; David T. Satine; Dawn Auspitz; or Jonathan Bursevich of Alter Surety Group, Inc. of Miami Lakes, FL* its true and lawful Attorney-in-Fact, to sign its name as surety only as delineated below and to execute, seal, acknowledge and deliver any and all bonds and undertakings, with the exception of Financial Guaranty Insurance, providing that no single obligation shall exceed **One Hundred Million and 00/100 U.S. Dollars (U.S.\$100,000,000.00)**, to the same extent as if such bonds had been duly executed and acknowledged by the regularly elected officers of the Company at its principal office in their own proper persons.

This Power of Attorney shall be construed and enforced in accordance with, and governed by, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof. This Power of Attorney is granted pursuant to the following resolutions which were duly and validly adopted at a meeting of the Board of Directors of the Company held on January 25, 2010:

RESOLVED, that, with respect to the Surety business written by Berkley Surety, the Chairman of the Board, Chief Executive Officer, President or any Vice President of the Company, in conjunction with the Secretary or any Assistant Secretary are hereby authorized to execute powers of attorney authorizing and qualifying the attorney-in-fact named therein to execute bonds, undertakings, recognizances, or other suretyship obligations on behalf of the Company, and to affix the corporate seal of the Company to powers of attorney executed pursuant hereto; and said officers may remove any such attorney-in-fact and revoke any power of attorney previously granted; and further

RESOLVED, that such power of attorney limits the acts of those named therein to the bonds, undertakings, recognizances, or other suretyship obligations specifically named therein, and they have no authority to bind the Company except in the manner and to the extent therein stated; and further

RESOLVED, that such power of attorney revokes all previous powers issued on behalf of the attorney-in-fact named; and further

RESOLVED, that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any power of attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligation of the Company; and such signature and seal when so used shall have the same force and effect as though manually affixed. The Company may continue to use for the purposes herein stated the facsimile signature of any person or persons who shall have been such officer or officers of the Company, notwithstanding the fact that they may have ceased to be such at the time when such instruments shall be issued.

IN WITNESS WHEREOF, the Company has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 12th day of January, 2022.



Attest:

By

Ira S. Lederman
Executive Vice President & Secretary

Berkley Insurance Company

By

Jeffrey M. Hafter
Senior Vice President

STATE OF CONNECTICUT)

) ss:

COUNTY OF FAIRFIELD)

Sworn to before me, a Notary Public in the State of Connecticut, this 12th day of January, 2022, by Ira S. Lederman and Jeffrey M. Hafter who are sworn to me to be the Executive Vice President and Secretary, and the Senior Vice President, respectively, of Berkley Insurance Company.

MARIA C RUNDBAKEN
NOTARY PUBLIC
CONNECTICUT
MY COMMISSION EXPIRES
APRIL 30, 2024

Notary Public, State of Connecticut

CERTIFICATE

I, the undersigned, Assistant Secretary of BERKLEY INSURANCE COMPANY, DO HEREBY CERTIFY that the foregoing is a true, correct and complete copy of the original Power of Attorney; that said Power of Attorney has not been revoked or rescinded and that the authority of the Attorney-in-Fact set forth therein, who executed the bond or undertaking to which this Power of Attorney is attached, is in full force and effect as of this date. 12th day of September, 2023



Vincent P. Forte

PLEASE VERIFY THE AUTHENTICITY OF THE INSTRUMENT ATTACHED TO THIS
POWER BY:

Toll-Free Telephone: (866) 768-3534; or Electronic Mail:

BSGInquiry@berkleysurety.com

Any written notices, inquiries, claims or demands to the Surety on the bond
attached to this power should be directed to:

Berkley Surety Group
412 Mount Kemble Ave.
Suite 310N
Morristown, NJ 07960
Attention: Surety Claims Department

OR

Email: BSGClaim@berkleysurety.com

Please include with all communications the bond number and the name of the
principal on the bond. Where a claim is being asserted, please set forth generally
the basis of the claim. In the case of a payment or performance bond please also
identify the project to which the bond pertains.

Berkley Surety Group is an operating unit of W. R. Berkley Corporation that
underwrites surety business on behalf of Berkley Insurance Company and Berkley
Regional Insurance Company

Contractor Licenses

Insert copy of current licenses

Contractors Certificate of Insurance

Insert copy of Certificate of Insurance document

Contractor W-9 Form

Insert copy of W-9 form



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

Item 1.



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WEST, MATTHEW FIELDEN

WEST CONSTRUCTION INC
820 N 4TH STREET
LANTANA FL 33462-1710

LICENSE NUMBER: CGC1516626

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at [MyFloridaLicense.com](https://myfloridalicense.com)



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

State of Florida

Department of State

I certify from the records of this office that WEST CONSTRUCTION, INC. is a corporation organized under the laws of the State of Florida, filed on December 16, 1977.

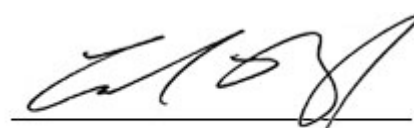
The document number of this corporation is 555487.

I further certify that said corporation has paid all fees due this office through December 31, 2023, that its most recent annual report/uniform business report was filed on January 21, 2023, and that its status is active.

I further certify that said corporation has not filed Articles of Dissolution.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Twenty-first day of January,
2023*




Secretary of State

Tracking Number: 0978757153CC

To authenticate this certificate, visit the following site, enter this number, and then follow the instructions displayed.

<https://services.sunbiz.org/Filings/CertificateOfStatus/CertificateAuthentication>

LOCAL BUSINESS TAX RECEIPTS



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
820 N 4TH ST
LANTANA, FL 33462

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
CW GENERAL CONTRACTOR	WEST MATTHEW F	CGC1516626	B23.702871 08/29/2023	\$369.60	B40114059

This document is valid only when receipted by the Tax Collector's Office.



WEST CONSTRUCTION INC
WEST CONSTRUCTION INC
820 N 4TH ST
LANTANA FL 33462

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200911377
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.



ANNE M. GANNON
CONSTITUTIONAL TAX COLLECTOR
Serving Palm Beach County
Serving you.

P.O. Box 3353, West Palm Beach, FL 33402-3353
www.pbctax.com Tel: (561) 355-2264

****LOCATED AT****
820 N 4TH ST
LANTANA, FL 33462

TYPE OF BUSINESS	OWNER	CERTIFICATION #	RECEIPT #/DATE PAID	AMT PAID	BILL #
GENERAL CONTRACTOR	WEST MATTHEW F	CGC1516626	B23.702870 08/29/2023	\$27.50	B40114060

This document is valid only when receipted by the Tax Collector's Office.



WEST CONSTRUCTION INC
WEST CONSTRUCTION INC
820 N 4TH ST
LANTANA FL 33462-1710

STATE OF FLORIDA
PALM BEACH COUNTY
2023 / 2024 LOCAL BUSINESS TAX RECEIPT
LBTR Number: 200911376
EXPIRES: 09/30/2024

This receipt grants the privilege of engaging in or managing any business profession or occupation within its jurisdiction and MUST be conspicuously displayed at the place of business and in such a manner as to be open to the view of the public.

LOCAL BUSINESS TAX RECEIPT
TOWN OF LANTANA, FLORIDA

Item 1.

RECEIPT NUMBER: 17-200303838

EFFECTIVE DATE:

08/08/2017

EXPIRATION DATE:

09/30/2024

WEST CONSTRUCTION INC.
820 N 4TH ST
LANTANA, FL 33462

BUSINESS LOCATION:

820 N 4TH ST

LANTANA, FL 33462

NAME OF BUSINESS

WEST CONSTRUCTION INC.

BUSINESS CLASSIFICATION:

014 - OFFICE

BUSINESS TYPE:

014 - OFFICE

OWNERSHIP TYPE:

INCORPORATED

SPECIAL CONDITIONS

THIS RECEIPT EXPIRES AS SPECIFIED ABOVE

BUSINESS TO BE CONDUCTED IN CONFORMITY WITH AND SUBJECT TO THE PROVISIONS
OF THE ORDINANCES OF THE TOWN OF LANTANA AND THE LAWS OF THE
STATE OF FLORIDA.

THIS RECEIPT MUST BE POSTED IN A CONSPICUOUS PLACE



CERTIFICATE OF LIABILITY INSURANCE

DATE (M/D/Y)
01/01/2023
Item 1.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER JDA Insurance 120 N. Federal Hwy., #301 Lake Worth FL 33460		CONTACT NAME: Danielle Marcinek PHONE (A/C, No, Ext): (561) 296-0373 FAX (A/C, No): (561) 828-0997 E-MAIL ADDRESS: Danielle@thejdagroup.com	
INSURED West Construction, Inc. 820 N 4th St Lantana FL 33462		INSURER(S) AFFORDING COVERAGE INSURER A: Zurich American Insurance Company INSURER B: American Guarantee & Liability Ins., Co. INSURER C: Great American Insurance Company INSURER D: INSURER E: INSURER F:	
		NAIC # 16535 26247 16691	

COVERAGES

CERTIFICATE NUMBER: CL231303255

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:	Y	Y	GLO0398473-06	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 2,000,000
	DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000						
	MED EXP (Any one person) \$ 5,000						
	PERSONAL & ADV INJURY \$ 1,000,000						
A	AUTOMOBILE LIABILITY ☒ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	Y	Y	BAP0398474-06	01/01/2023	01/01/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000
	BODILY INJURY (Per person) \$						
	BODILY INJURY (Per accident) \$						
	PROPERTY DAMAGE (Per accident) \$						
B	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$	Y	Y	AUC0398476-06	01/01/2023	01/01/2024	EACH OCCURRENCE \$ 10,000,000
	AGGREGATE \$ 10,000,000						
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below Y / N ☐ N / A	N/A		SAA E614294 02 00	09/11/2022	09/11/2023	PER STATUTE OTH-ER
	E.L. EACH ACCIDENT \$						
	E.L. DISEASE - EA EMPLOYEE \$						
	E.L. DISEASE - POLICY LIMIT \$						
C	Crime Protection			SAA E614294 02 00	09/11/2022	09/11/2023	Employee Dishonesty \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

[Job #: Job Type: **FOR BIDDING PURPOSES ONLY**]

The certificate holder shall be named additional insured, including products and completed operations, for general liability [per form UGL1175FCW] and automobile liability, when required by written contract. General Liability and Auto Liability are primary and non-contributory when required by written contract. Waiver of subrogation applies to general liability and automobile liability when required by written contract. Umbrella extends over general liability, auto liability and employer's liability - following form. Should any of the above described policies be cancelled, notice will be delivered in accordance with the delivered in accordance with the policy provisions.

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance - For Bidding Purposes Only
Do Not Alter or Duplicate

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Anthony S. S. S.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) Item 1.

12/29/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0E67768 Insurance Office of America Abacoa Town Center 1200 University Blvd, Suite 200 Jupiter, FL 33458	CONTACT NAME: Dianne Klaus	
	PHONE (A/C, No, Ext): (561) 721-3746	FAX (A/C, No):
	E-MAIL ADDRESS: Dianne.Klaus@ioausa.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Builders Mutual Insurance Company	10844
INSURED West Construction Inc 820 N 4th ST Lantana, FL 33462	INSURER B :	
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☐ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☐ PRO-JECT ☐ LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y / N N	N / A	X WCP106968803	1/1/2023	1/1/2024	X PER STATUTE ☐ OTH-ER ☐ E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) FOR BIDDING PURPOSES ONLY.

Waiver of Subrogation with respect to Workers' Compensation per form #WC000313.

CERTIFICATE HOLDER

CANCELLATION

Evidence of Insurance - For Bidding Purposes Only

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
WEST CONSTRUCTION, INC.

2 Business name/disregarded entity name, if different from above
SAME AS ABOVE

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☒ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ► _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
820 NORTH 4TH STREET

6 City, state, and ZIP code
WEST PALM BEACH, FL 33462

7 List account number(s) here (optional)

Print or type.
See Specific Instructions on page 3.

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-			-					
--	--	--	---	--	--	---	--	--	--	--	--

or

Employer identification number

5	9	-	1	8	0	9	0	6	8
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are **not** required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of
U.S. person ►

Date ► 09/21/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

Equipment List

Equipment at Book Value\$ **3,002,167.00.**

Note > The list below includes only the major items of equipment. There are other small non major items included in the 12/31/22 total equipment book value amount listed above which agrees to the amount represented as equipment book value on the 12/31/22 balance sheet .

ITEM NO.	QUANTITY	DESCRIPTION AND CAPACITY OF ITEMS (Do not lump items except small hand tools and items of the same type and size)	YEAR MFGD	PURCHASE PRICE	DEPRECIATED VALUE
1	1	2011 White Ford Ranger - Like property for Ex	2011	\$ 16,290.79	\$ -
2	1	2011 Blue Ford Ranger - Like property for Exc	2011	\$ 14,721.02	\$ -
3	1	LBR #18 - 2014 Ford Ranger Silver	2014	\$ 37,780.00	\$ -
4	1	LBR #19 - 2014 Ford Ranger White	2014	\$ 37,780.00	\$ -
5	1	2001 Ford Truck - Diesel	2001	\$ 9,468.48	\$ -
6	1	2013 Ford F-150 (DEW)	2013	\$ 25,672.54	\$ -
7	1	2004 Buick Vin-2583	2004	\$ 4,150.00	\$ -
8	1	2004 Ford F-550 EX	2004	\$ 8,099.65	\$ -
9	1	2000 Ford F-550 XL	2000	\$ 8,130.65	\$ -
10	1	2008 Ford F-450 Truck	2008	\$ 10,252.15	\$ -
11	1	2006 Ford F-350	2006	\$ 11,180.00	\$ -
12	1	Truck - Off Lease Only		\$ 24,652.11	\$ -
13	1	Engine for Ford F-450		\$ 12,095.10	\$ -
14	1	2014 Ford F-150 #6213	2014	\$ 29,387.92	\$ -
15	1	2017 Ford Super Duty - White	2017	\$ 35,376.72	\$ -
16	1	2017 Ford Super Duty - White	2017	\$ 39,675.02	\$ -
17	1	2000 Sterling Dump Truck	2000	\$ 31,892.80	\$ -
18	1	2011 Int Dump Truck Maxx Force	2011	\$ 23,764.55	\$ 1,536.92
19	1	2005 Ford F-750 XL Crew Cab	2005	\$ 13,191.00	\$ 3,077.90
20	1	2009 Chevrolet 2500HD	2009	\$ 10,474.12	\$ -
21		2014 Jeep Compass	2014	\$ 12,104.25	\$ -
22	1	2016 Mercedes Benz CLA	2016	\$ 23,053.62	\$ 1,536.92
23	1	2017 F150 GRY1FTEWTDHKD10867	2017	\$ 32,479.47	\$ 2,706.64
24	1	2004 F350 TRK-1FDWW37S94EC86811	2004	\$ 16,329.10	\$ 8,164.55
25	1	2008 F250 TRK 1FTSW21R68EA49069	2008	\$ 22,376.12	\$ 2,983.50
26	1	2011 Kenworth 8600 Tractor	2011	\$ 21,567.64	\$ 6,829.75
27	1	2017 Chevy Equinox LT	2017	\$ 13,490.00	\$ 11,916.17
28	1	2022 Ford F-250 (West ID PK 27)	2022	\$ 61,804.40	\$ 58,714.18
29	1	2021 Ford F-250 (West ID Pk 26)	2021	\$ 74,310.20	\$ 70,594.69
30	1	KUBOTA TRACTOR/BXBLADE		\$ 20,055.00	\$ -
31	1	KUBOTA KUEL TRACTOR		\$ 19,935.43	\$ -
32	1	Lark Enclosed Trailer		\$ 2,890.18	\$ -
33	1	TRACTOR L5240		\$ 23,026.50	\$ -
34	1	Takeuchi TL 140R - Like property for Exchange		\$ 34,093.39	\$ -
35	1	Con #1 - 20' Container		\$ 1,886.12	\$ -
36	1	Con #2 - 20' Container		\$ 1,783.88	\$ -
37	1	Kubota KX41-3VR1		\$ 19,858.34	\$ -
38	1	Con #3 - 20' Container		\$ 1,753.24	\$ -
39	1	Con #4 - 20' Container		\$ 1,716.14	\$ -
40	1	Con #5 - 20' Container		\$ 1,787.16	\$ -
41	1	Chas #1 - Chassi for Container		\$ 3,075.00	\$ -
42	1	Chas #2 - Chassi for Container		\$ 3,075.00	\$ -
43	1	CONTAINER #6		\$ 1,786.10	\$ -
44	1	CONTAINER #7		\$ 2,304.44	\$ -
45	1	CONTAINER #8		\$ 2,236.85	\$ -
46	1	CONTAINER #9		\$ 2,236.85	\$ -
47	1	EQUIP TRAILER - 7' X 20'		\$ 3,749.28	\$ -
48	1	KENT CONCRETE BREAKER		\$ 3,853.10	\$ -
49	1	CON #10 - CONTAINER #10		\$ 2,342.60	\$ -
50	1	BOBCAT MOUNT AUGER		\$ 1,515.80	\$ -
51	1	JLG 600S 03 60' BOOMLIFT		\$ 31,758.00	\$ -
52	1	CHAS #3 - 40' Chassi for Container		\$ 4,391.40	\$ -
53	1	Tiller Rotor Attachment		\$ 1,703.99	\$ -
54	1	2005 JLG 21ft Scissor Lift		\$ 4,128.70	\$ -
55	1	53' Container Chassi		\$ 2,500.00	\$ -
56	1	2014 Big Tex - Trailer		\$ 6,617.43	\$ -
57	1	Bobcat S175		\$ 28,109.70	\$ -
58	1	2014 Equipment Trailer 7x20		\$ 3,860.56	\$ -
59	1	Kubota Wheel Loader w/Canopy-SN 21684		\$ 55,633.65	\$ -
60	1	Case 1085C Rubber Tired Hydraulic Excavator		\$ 11,660.00	\$ -
61	1	2001 John Deere Wheel Loader	2001	\$ 54,219.00	\$ -

62	1	2008 Mertz Stand-up Trencher	2008	\$	3,031.60	\$	-
63	1	2013 Bobcat 324 Excavator SN-2632	2013	\$	22,000.00	\$	-
64	1	2011 Terex PT50 Loader	2011	\$	21,785.00	\$	-
65	1	2011 Terex PT50 Loader	2011	\$	18,524.75	\$	-
66	1	2011 JCB 8014 Mini Excavator	2011	\$	7,657.25	\$	-
67	1	2015 Econoline Equipment Trailer	2015	\$	7,447.27	\$	-
68	1	2002 Gradall X3100	2002	\$	33,149.38	\$	-
69	1	2003 Gradall X3100	2003	\$	33,149.38	\$	-
70	1	2006 Bomag Roller	2006	\$	6,543.38	\$	-
71	1	Bobcat Compact Track Loader		\$	25,061.58	\$	-
72	1	2013 John Deere XUV 550 S4	2013	\$	6,027.12	\$	-
73	1	2006 Case Wheel Loader	2003	\$	22,951.50	\$	-
74	1	2006 Volvo Compact Wheel Loader	2006	\$	20,009.00	\$	-
75	1	2007 Genie GTH644 6000LB	2007	\$	26,675.37	\$	-
76	1	2011 Takeuchi TL230	2011	\$	21,785.00	\$	-
77	1	2007 Takeuchi TL130 2 SPD	2007	\$	16,351.25	\$	-
78	1	John Deere 329D Multi-Terrain Loader		\$	19,068.12	\$	-
79	1	2012 Volvo BL60B Loader Backhoe	2012	\$	29,392.25	\$	-
80	1	2010 Terex TL 100 Wheel Loader	2010	\$	29,935.62	\$	-
81	1	1999 Kubota R520 Wheel Loader	1999	\$	17,438.00	\$	-
82	1	2007 Putzmeister TK30 4in	2007	\$	17,438.00	\$	-
83	1	2013 Forklift 5000lb - Heli	2013	\$	13,724.00	\$	-
84	1	Volvo 66" Single Drum Roller		\$	44,520.00	\$	-
85	1	Cat D5K2-KY203669 New 2/2/18		\$	206,811.32	\$	11,912.33
86	1	Rotoscreen R450 S/N 97204		\$	47,500.00	\$	3,166.67
87	1	Scissor Lift Elec 19'		\$	14,092.00	\$	939.47
88	1	2011 Water Truck - Ford 200 Gal	2011	\$	42,450.00	\$	6,367.50
89	1	Bobcat Compact Excavator E35i		\$	36,995.53	\$	6,165.91
90	1	Bobcat Track Loader T650 T4		\$	56,505.11	\$	9,417.53
91	1	T650 T4 Bobcat Track Loader		\$	56,505.11	\$	9,417.53
92	1	Bobcat 73" Vibratory Roller		\$	10,994.25	\$	1,832.37
93	1	MI 86" Angle Broom (Bocat)		\$	4,333.50	\$	866.70
94	1	Sitech South Survey Equipment	2019	\$	29,717.28	\$	8,915.17
95	1	John Deere 800 E-CUT Hybrid Fairway Reelmower	2015	\$	8,400.00	\$	1,820.00
96	1	JLG 600AJ SELF PROPELLED TELESCOPE	2007	\$	15,301.00	\$	3,825.25
97	1	CASE 850K SERIES 3LGP CRAWLER TRACTOR	2007	\$	41,195.00	\$	10,298.75
98	1	CATERPILLAR 302 5C MINI HYDRAULIC EXCAVATOR	2006	\$	17,066.50	\$	4,266.62
99	1	KABUTA M4700 UTILITY TRACTOR	2006	\$	4,649.15	\$	1,162.29
100	1	SWEEPER SIDE ON 8' WINDROW	2013	\$	15,950.00	\$	4,253.27
101	1	FREIGHTLINER SEMI-TRACTOR	2001	\$	45,000.00	\$	15,000.00
102	1	2019 John Deere 444 K Loader	2020	\$	124,658.10	\$	60,251.41
103	1	2019 Cat 325 F Excavator	2020	\$	231,673.08	\$	119,697.75
104	1	2020 Big Tex Trailer	2020	\$	8,793.44	\$	4,543.27
105	1	2020 Mack Dump Truck 64BR	2020	\$	211,412.16	\$	112,753.16
106	1	2013 Sky Trak Reach Lift 6000	2020	\$	36,378.66	\$	21,827.20
107	1	1985 Pettibone Telehandler	1985	\$	13,500.00	\$	9,450.00
108	1	2020 Kubota R540R41	2020	\$	65,545.41	\$	46,974.21
109	1	Whiteman WBH-21 Poly Tub Buggy		\$	11,040.00	\$	8,096.00
110	1	2017 Kubota R630 Loader	2017	\$	35,000.00	\$	28,000.00
111	1	2017 Trailer for Kubota	2017	\$	5,000.00	\$	4,000.00
112	1	IV2 Tablet SewerCamera		\$	9,097.74	\$	6,520.04
113	1	2022 Trimble SX 12 Scanning Station	2022	\$	71,949.49	\$	70,750.33
114	1	2019 Hitachi 26U Mini Excavator	2019	\$	27,000.00	\$	21,600.00
115	1	1999 JLG 80' Boom Lift	1999	\$	26,750.00	\$	23,183.33
116	1	2011 International Vac Truck	2011	\$	114,106.00	\$	98,891.87
117	1	2016 RT 20 Ditch Winch Trencher	2016	\$	10,700.00	\$	9,451.67



Office of the
Town Clerk

September 27, 2023

NOTICE OF INTENT TO AWARD

Pursuant to Town of Lake Park, notice is provided as follows:

INVITATION TO BID (ITB) #114-2023

Park Avenue / 10th Street Streetscape Phase 1 & Phase 2

Bid Opening Date and Time: Thursday, September 14, 2023 at 2:00 pm local time.

The Town of Lake Park has completed its evaluation of ITB #114-2023 and intends to award the Park Avenue / 10th Street Streetscape Phase 1 & Phase 2 project contract to:

West Construction, Inc.

- 1) For the submitted Total Bid Amount of \$ 466,084.00

Pricing breakdown as follows:

Phase 1	Base Bid Amount	\$ 236,596.00
	Phase 1 Alternate #1 (Paver Sealing)	\$ 50,470.00
	Total Bid Amount for Phase 1	\$ 287,066.00
Phase 2:	Base Bid Amount	\$ 153,273.00
	Phase 2 Alternate #1 (Paver Sealing)	\$ 25,745.00
	Total Bid Amount for Phase 2	\$ 179,018.00

Total Bid Amount for Phase 1 & Phase 2 including Alternates.
\$ 466,084.00

- 2) This Notice is conditioned upon and subject to the Town of Lake Park's reservation of rights as contained in the ITB Documents and is subject to approval by the Lake Park Town Commission.

Sincerely,

Town of Lake Park

ROBERTO F. TRAVIESO, MPA
Director of Public Works

Issued by: Town of Lake Park, Office of the Town Clerk

Date: _____

Signed By: _____

Vivian Mendez, MMC
Town Clerk

535 Park Avenue
Lake Park, FL 33403
Phone: (561) 881-3311
Fax: (561) 881-3314

www.lakeparkflorida.gov

Item 1.



CONSTRUCTION BID PLAN

SEAL:

NAME LA

REVISIONS

6/13/2023 FINAL CD PLAN

Landscape Plan

SCALE | AS SHOWN

DRAWN | KB/JR

CHECKED BY | HPH

FILE | G210.21 - LPStreetscape - LA

DATE | 2021-09-09

PARK AVENUE STREETSCAPE RENOVATION

PAVER HARDSCAPE AND LANDSCAPE PLANS

FINAL CONSTRUCTION BID PLAN

LAKE PARK, FLORIDA

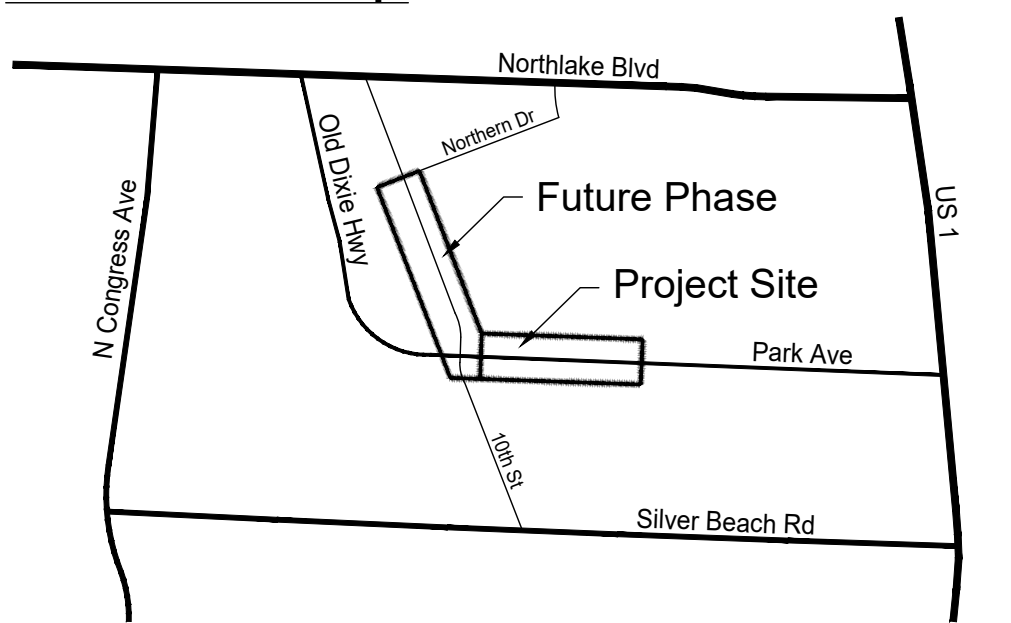


SHEET KEY MAP
PLAN

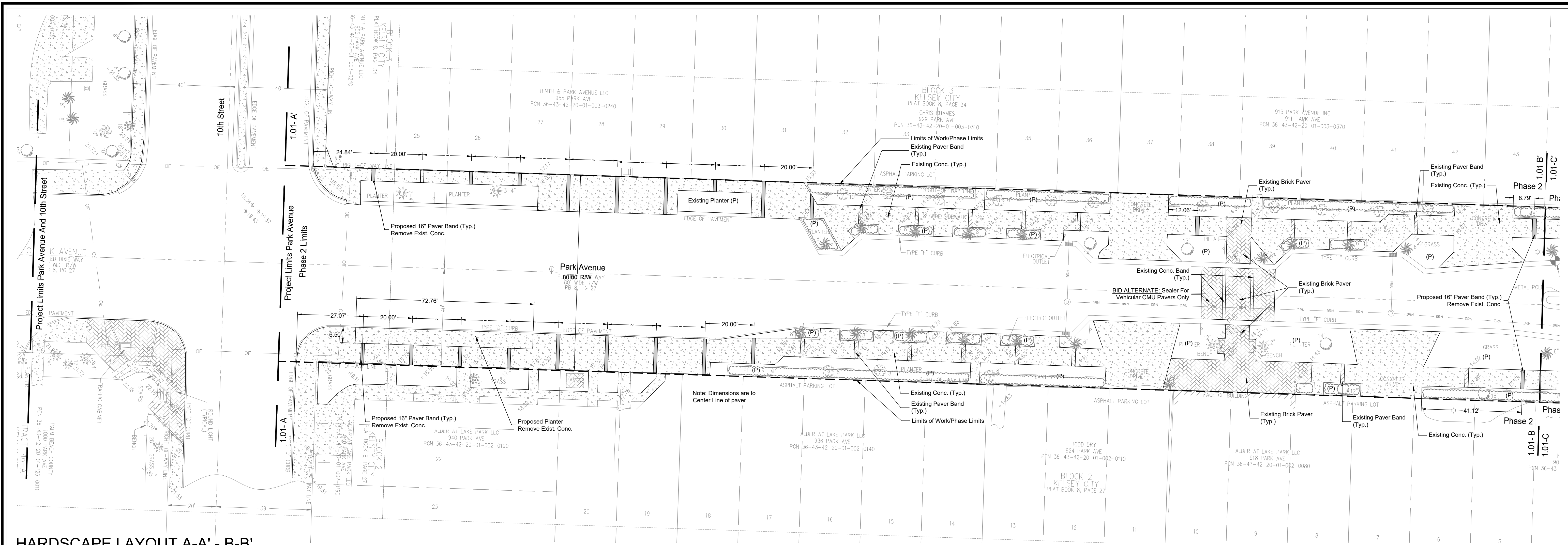
SHEET INDEX

L1.00.....	Sheet Key Map
H1.01 - H1.02.....	Paver Hardscape Plan
H1.03.....	Paver Specifications
H1.04.....	Paver Sealer Specifications
L-1.01 - L1.02.....	Landscape Plan
L1.03.....	Plant List and Planting Details
L1.04 - L1.09.....	Landscape Specifications

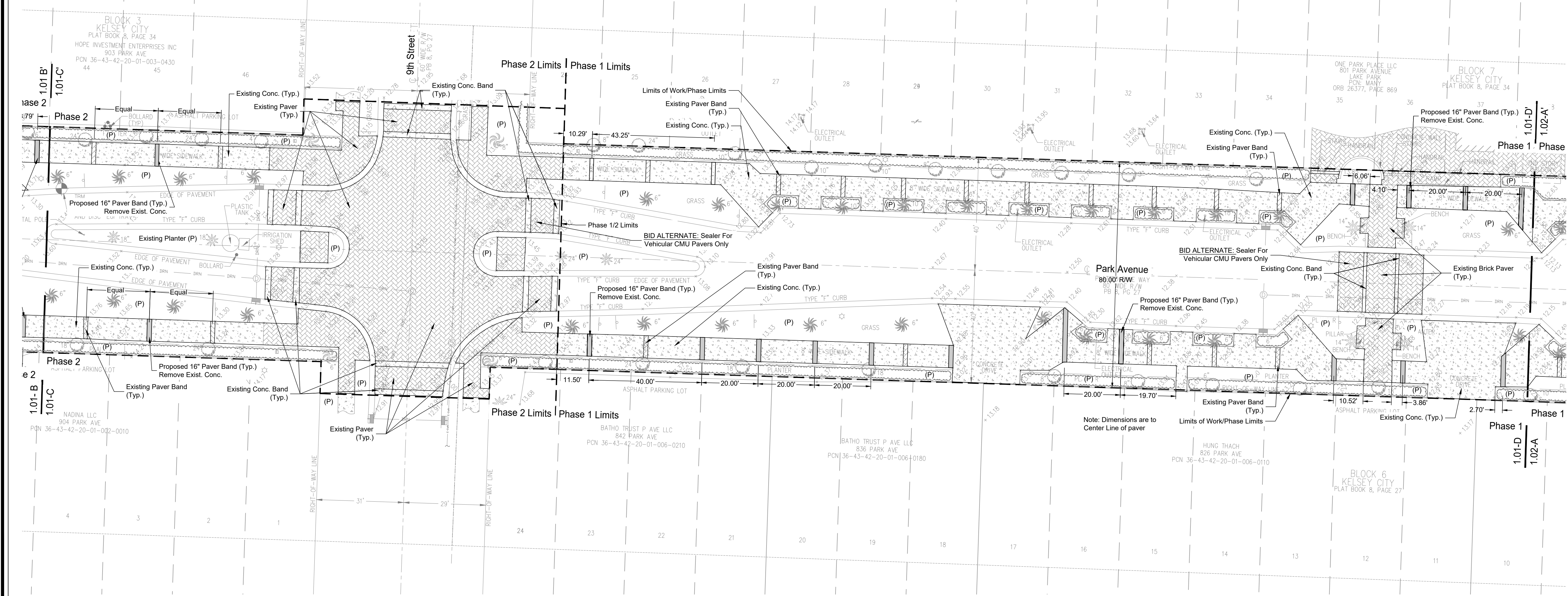
Location Map



COVER SHEET



HARDSCAPE LAYOUT A-A' - B-B'
PLAN
SCALE 1" = 20'



HARDSCAPE LAYOUT C-C' - D-D'
PLAN
SCALE 1" = 20'

Graphic Legend

Existing to Remain

- Concrete
- Brick or CMU Paver
- Paver Band

Proposed

- Paver Band

Key Map

Scale: 1" = 20'

PAVER HARDSCAPE PLAN

Morton
PLANNING | LANDSCAPE ARCHITECTURE
3910 RCA Blvd., Suite 1015 | Palm Beach Gardens, FL 33410

Park Avenue Streetscape
Prepared for Town of Lake Park
Lake Park, Florida

CONSTRUCTION BID PLAN

SEAL:

NAME: LA:

REVISIONS

DATE	DESCRIPTION
12/14/2022	60% HARDSCAPE CONCEPT
6/13/2023	FINAL CD PLAN

Park Avenue Hardscape Plan

SCALE | AS SHOWN

DRAWN | KB/JR

CHECKED BY | HPH

FILE | G210.21 - LPS Streetscape - LA

DATE | 2021-09-20

H1.01

64



Park Avenue Streetscape
Prepared for Town of Lake Park
Lake Park, Florida

CONSTRUCTION BID PLAN

SEAL:

NAME LA

REVISIONS

12/14/2022 80% HARDSCAPE CONCEPT

6/13/2023 FINAL CD PLAN

Park Avenue Hardscape Plan

SCALE | AS SHOWN

DRAWN | KB/JR

CHECKED BY | HPH

FILE | G210.21 - LPSStreetscape - LA

DATE | 2021-09-20

H1.04

SECTION 07 19 00

CONCRETE SEALER

PART 2 - PRODUCTS

2.1 MANUFACTURERS

- A. Subject to compliance with requirements, provide products from the following manufacturer:
Eco-Wares/Envirosafe Mfg. 7634-B Progress Circle, West Melbourne, FL. 32904
Service: 866- 874-8070
Internet: www.eco-ware.com
- B. Substitutions: Only as allowed in writing per the Town of Lake Park or designated representative.
- C. Specifications and Drawings are based on a minimum levels of material and detailing indicated in Specifications or on Drawings. The Town of Lake Park or the designated representative will be sole judge of appropriateness of substitutions.

MATERIALS

2.2

- A. High-performance, penetrating water dispersed polyester polymer and water-borne polyurethane that when dry, fills the voids and coats the interior particles of the matrix on concrete surfaces preventing damage from freeze/thaw cycles. Safe for indoor or exterior use.
- Acceptable Product: Trojan Masonry & Concrete Sealer
- B. Sealer shall have the following minimum performance:
- Flash Point: non-flammable
 - State: Liquid
 - Color: Translucent – No color
 - Vapor Pressure: (Air + 1) - N/A
 - Solubility in Water: Dilutable
 - Boiling Point: 100 degrees Celsius / 212 degrees Fahrenheit
 - Freezing Point: 0 degrees Celsius / 32 degrees Fahrenheit Water
 - Specific Gravity: (Water=1) - 1.10 @ 20 degrees Celsius
 - Evaporation Rate: (BAC=1) - Same as Water
 - Percent Solids by Weight: 10.5%
 - pH: 6.8
 - Volatile Organic Compounds: 5.9 g/L
 - Freeze Thaw Resistance: Improved verifiable resistance under test conditions.
- C. Low Gloss Finish Sealer: High-performance, penetrating water dispersed polyester polymer and water-borne polyurethane that when dry, fills the voids and coats the interior particles of the matrix on concrete surfaces with acrylic added to the formula that settles on the surface to provide a low gloss sheen. Safe for indoor or exterior use.
- Acceptable Product: Trojan Ultra Masonry Sealer
- D. Sealer shall have the following minimum performance:
- Flash Point: non-flammable
 - State: Liquid
 - Color: Milky in container. Dries with a clear low gloss, satin finish
 - Vapor Pressure: (Air + 1) - N/A
 - Solubility in Water: Dilutable
 - Boiling Point: 100 degrees Celsius / 212 degrees Fahrenheit
 - Freezing Point: 0 degrees Celsius / 32 degrees Fahrenheit (Water)
 - Specific Gravity: (Water=1) - 1.10 @ 20 degrees Celsius
 - Evaporation Rate: (BAC=1) - Same as Water
 - Percent Solids by Weight: 29%
 - pH: 6.8
 - Volatile Organic Compounds: 54.5g/L
 - Freeze Thaw Resistance: Improved verifiable resistance under test conditions.
- E. Color Sealer: High-performance, penetrating water dispersed polyester polymer and water-borne polyurethane that when dry, fills the voids and coats the interior particles of the matrix. Includes UV resistant color stain applied to any porous surface including, concrete surfaces and pavers. Safe for indoor or exterior use.
- Acceptable Product: Trojan Color Sealer
 - Color Selection: As approved by the Town of Lake Park or designated representative.
- F. Sealer shall have the following minimum performance:
- Flash Point: non-flammable
 - State: Liquid
 - Appearance: Colored liquid (various)
 - Vapor Pressure: (Air + 1) - N/A
 - Solubility in Water: Infinite
 - Boiling Point: 100 degrees Celsius / 212 degrees Fahrenheit
 - Freezing Point: 0 degrees Celsius / 32 degrees Fahrenheit Water
 - Specific Gravity: (Water =1) - 1.10
 - pH: 6.8
 - Volatile Organic Compounds: 5.9 g/L
 - Percent Solids by Weight: 12% - 19% (Varies by color and finish)
 - Freeze Thaw Resistance: Improved verifiable resistance under test conditions.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. OMIT

3.2 SURFACE PREPARATION

- A. Prepare surfaces in accordance with manufacturer's instructions.
- B. Surfaces shall be clean. Remove dust, dirt, oil, grease, chemical films, coatings and other contaminants before application.
- C. If surface does NOT absorb water, then there is possibly another sealer applied to the surface and sealer should not be applied until original sealer is removed.
- D. Exterior Surfaces: In all cleaning cases rinse well using 3000 psi pressure washer and allow to dry thoroughly before application.
- E. Interior Surfaces: use a wet vacuum to remove excess water.

3.3 APPLICATION

- A. Apply sealer in accordance with manufacturer's instructions.
- B. Stir material thoroughly before and during application.
- C. Back-roll to even out the material and to remove any puddles in low spots.
- D. On some historic, old and extremely porous surfaces a second coat of either plain Trojan or Trojan Color may need to be applied to completely seal the surface.
- E. Surface minimum temperature must be above 45 degrees F before application.
- F. Allow to dry thoroughly before traffic is allowed onto floor.
- G. Trojan Masonry & Concrete Sealer: To paint over a Trojan treated area use only a good quality acrylic, oil-base, epoxy or urethane paint. Do not use latex paint over a Trojan coated surface since latex paint makes a weak bond especially in exterior applications. On new Concrete, Let dry and cure for 21-28 days depending on temperature and humidity.
- H. Trojan Color Sealer: should not be applied to a hot surface in the sun. Flash drying will occur and the affect will be uneven color with overlap marks. Always maintain a 'wet edge' when applying this product. On new concrete, (under 2 years of age), a pH reading should be taken before starting application to be sure that the pH is between 6 & 8. If it is not, then Enviro Etch should be applied to the surface. Rinse and allow to dry and re-take the pH reading.
- OMIT
 - Apply Trojan Color Sealer with a low-pressure sprayer. Trojan Color Sealer should be applied liberally to allow the surface to drink as much as possible without leaving puddles.

3.4 SAFETY

- A. Safe storage, handling and use dictate that adequate health and safety precautions be observed with this product. User is specifically directed to consult the current Material Safety Data Sheet for this product as well as precautions contained on product labeling.

3.5 PROTECTION

- A. Protect sealer from damage during construction.

END OF SECTION

Park Avenue Streetscape
Prepared for Town of Lake Park
Lake Park, Florida

CONSTRUCTION BID PLAN

SEAL:

NAME LA

REVISIONS

12/14/2022 80% HARDSCAPE CONCEPT

6/13/2023 FINAL CD PLAN

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SPECIFICATIONS

		Soil texture Permanent wilting point Field capacity		
		Sand, Loamy sand, Sandy loam	5-8%	12-18%
		Loam, Sandy clay, Sandy clay loam	14-25%	27-36%
		Clay loam, Silt loam	11-22%	31-36%
		Silty clay, Silty clay loam	22-27%	38-41%

E. Provide a two gallon sample from each Imported Topsoil source with required soil testing results. The sample shall be a mixture of the random samples taken around the source stockpile or field. The soil sample shall be delivered with soil peds intact that represent the size and quantity of expected peds in the final delivered soil.

2.2

COMPOST

A. Compost: Blended and ground leaf, wood and other plant based material, composted for a minimum of 9 months and at temperatures sufficient to break down all woody fibers, seeds and leaf structures, free of toxic material at levels that are harmful to plants or humans. Source material shall be yard waste trimmings blended with other plant or manure based material designed to produce Compost high in fungal material.

1. Compost shall be commercially prepared Compost and meet US Compost Council STA/TMECC criteria or as modified in this section for "Compost as a Landscape Backfill Mix Component".
http://compostingcouncil.org/admin/wp-content/plugins/wp-pdfupload/pdf/191/LandscapeArch_Specs.pdf

2. Compost shall comply with the following parameters:

a. pH: 5.5 - 8.0.

b. Soil salt (electrical conductivity): maximum 5 dS/m (mmhos/cm).

c. Moisture content %, wet weight basis: 30 – 60.

d. Particle size, dry weight basis: 98% pass through 3/4 inch screen or smear.

e. Stability carbon dioxide evolution rate: mg CO₂-C/g OM/ day < 2.

f. Solvita maturity test: > 6.

g. Physical contaminants (inerts), %, dry weight basis: <1%.

h. Chemical contaminants, mg/kg (ppm): meet or exceed US EPA Class A standard, 40CFR § 503.13, Tables 1 and 3 levels.

i. Biological contaminants select pathogens fecal coliform bacteria, or salmonella, meet or exceed US EPA Class A standard, 40 CFR § 503.32(a) level requirements.

B. Provide a two gallon sample with manufacturer's literature and material certification that the product meets the requirements.

2.3

COARSE SAND

A. Clean, washed, sand, free of toxic materials

1. Coarse concrete sand, ASTM C-33 Fine Aggregate, with a Fines Modulus Index of 2.8 and 3.2.

2. Coarse Sands shall be clean, sharp, natural Coarse Sands free of limestone, shale and slate particles. Manufactured Coarse Sand shall not be permitted.

3. pH shall be lower than 7.0.

4. Provide Coarse Sand with the following particle size distribution:

Sieve	Percent passing
3/8 inch (9.5 mm)	100
No 4 (4.75 mm)	95-100
No 8 (2.36 mm)	80-100
No 16 (1.18 mm)	50-85
No 30 (.60 mm)	25-60
No 50 (.30 mm)	10-30
No 100 (.15 mm)	2-10
No 200 (0.75 mm)	2-5

B. Provide a two gallon sample with manufacturer's literature and material certification that the product meets the requirements.

2.4

FERTILIZER, BIOLOGICAL AND OTHER AMENDMENTS

2.5

LIME

A. ASTM C 602, agricultural limestone containing a minimum 80 percent calcium carbonate equivalent and as follows:

1. Class: Class T, with a minimum 99 percent passing through No. 8 (2.36-mm) sieve and a minimum 75 percent passing through No. 60 (0.25-mm) sieve.

2. Provide lime in form of dolomitic limestone.

B. Provide manufacturer's literature and material certification that the product meets the requirements.

2.6

EXISTING SOIL (Acceptable for planting with minimum modifications)

A. General definition of existing soil: Surface soil in the areas designated on the soils plan as existing soil, that is not altered, compacted to root limiting density, graded or contaminated before or during the construction process and considered acceptable for planting and long term health of the plants specified either as it exists or with only minor modification.

1. The Owner's Representative shall verify that the soil in the designated areas is suitable at the beginning of planting bed preparation work in that area. In the event that the work of this project construction has damaged the existing soil in areas designated for use as Planting Soil to the point where the soil is no longer suitable to support the plants specified, the Owner's Representative may require modification of the damaged soil up to and including removal and replacement with soil of equal quality to the soil that existed prior to construction. Examples of damage include further compaction, contamination, grading, creation of hard pan or drainage problems, and loss of the O, and or A horizon.

a. Do not begin work on additional modifications until changes to the contract price are approved by Owner's Representative.

B. Protect existing soil from compaction, contamination, and degradation during the construction process.

C. Unless otherwise instructed, remove all existing plants, root thatch, and non-soil debris from the surface of the soil using equipment that does not increase compaction of soil to root limiting levels.

D. Modifications:

1. When results of soil tests recommend chemical adjustments, till surface soil to six inches or greater after chemical adjustments have been applied.

2. Remove existing turf thatch, ground cover plants and weeds.

3. Provide pre-emergent weed control if indicated.

4. Make chemical adjustment as recommended by the soil test.

2.7

MODIFIED EXISTING SOIL (SOIL SUITABLE FOR PLANTING WITH INDICATED MODIFICATION)

A. General definition: Surface soil in the areas designated on the soils plan as Modified Existing Soil be altered and or graded before or during the construction process but is still considered acceptable for planting and long term health of the plants specified with the proposed modifications. Modifications respond to the soil problems expected or encountered.

1. In the event that the work of this project construction has damaged the existing soil in areas designated for modification to the point where the soil is no longer suitable to support the plants specified with the specified modification, the Owner's Representative may require further modification of the damaged soil up to an including removal and replacement with soil of equal quality to the soil that would have resulted from the modification. Damage may include further compaction, contamination, grading, creation of hard pan or drainage problem, and loss of the O and or A horizon.

2.8

PLANTING SOIL MIXES

A. General definition: Mixes of Existing Soil or Imported Topsoil, Coarse Sand, and or Compost to make a new soil that meets the project goals for the indicated planting area. These may be mixed off site or onsite, and will vary in Mix components and proportions as indicated.

B. Planting Mix - moderately slow draining soil for trees and shrub beds

1. A Mix of Imported Topsoil, Coarse Sand and Compost. The approximate Mix ratio shall be:

Mix component % by moist volume	
Imported Topsoil unscreened	45-50%
Coarse sand	40-45%
Compost	10%

2. Final tested organic matter between 2.75 and 4% (by dry weight).

3. Mix the Coarse Sand and Compost together first and then add to the Topsoil. Mix with a loader bucket to loosely incorporate the Topsoil into the Coarse Sand/Compost Mix. DO NOT OVER MIX! Do not mix with a soil blending machine. Do not screen the soil. Clumps of Soil, Compost and Coarse Sand will be permitted in the overall Mix.

4. At the time of final grading, add fertilizer if required to the Planting Soil at rates recommended by the testing results for the plants to be grown.

5. Provide a two gallon sample with testing data that includes recommendations for chemical additives for the types of plants to be grown. Samples and testing data shall be submitted at the same time.

2.9

PRE-EMERGENT HERBICIDES

A. Chemical herbicides are designed to prevent seeds of selective plants from germinating. Exact type of herbicide shall be based on the specific plants to be controlled and the most effective date of application.

B. Submit report of expected weed problems and the recommendation of the most effective control for approval by Owner's Representative. Provide manufacturer's literature and material certification that the product meets the requirements.

PART 3 – EXECUTION

3.1

SITE EXAMINATION

A. Prior to installation of Planting Soil, examine site to confirm that existing conditions are satisfactory for the work of this section to proceed.

1. Confirm that the subgrade is at the proper elevation and compacted as required. Subgrade elevations shall slope toward the under drain lines as shown on the drawings.

2. Confirm that surface all areas to be filled with Planting Soil are free of construction debris, refuse, compressible or biodegradable materials, stones greater than 2 inches diameter, soil crusts, films of silt or clay that reduces or stops drainage from the Planting Soil into the subsoil; and/or standing water. Remove unsuitable material from the site.

3. Confirm that no adverse drainage conditions are present.

4. Confirm that no conditions are present which are detrimental to plant growth.

5. Confirm that utility work has been completed per the drawings.

6. Confirm that irrigation work, which is shown to be installed below prepared soil levels, has been completed.

B. If unsatisfactory conditions are encountered, notify the Owner's Representative immediately to determine corrective action before proceeding.

3.2

COORDINATION WITH PROJECT WORK

A. The Contractor shall coordinate with all other work that may impact the completion of the work.

B. Prior to the start of work, prepare a detailed schedule of the work for coordination with other trades.

C. Coordinate the relocation of any irrigation lines, heads or the conduits of other utility lines that are in conflict with tree locations. Root balls shall not be altered to fit around lines. Notify the Owner's Representative of any conflicts encountered.

3.3

GRADE AND ELEVATION CONTROL

A. Provide grade and elevation control during installation of Planting Soil. Utilize grade stakes, surveying equipment, and other means and methods to assure that grades and contours conform to the grades indicated on the plans.

3.4

SITE PREPARATION

A. Excavate to the proposed subgrade. Maintain all required angles of repose of the adjacent materials as shown on the drawings or as required by this specification. Do not over excavate compacted subgrades of adjacent pavement or structures. Maintain a supporting 1:1 side slope of compacted subgrade material along the edges of all paving and structures where the bottom of the paving or structure is above the bottom elevation of the excavated planting area.

B. Remove all construction debris and material including any construction materials from the subgrade.

C. Confirm that the subgrade is at the proper elevation and compacted as required. Subgrade elevations shall slope approximately parallel to the finished grade and/or toward the subsurface drain lines as shown on the drawings.

D. In areas where Planting Soil is to be spread, confirm subgrade has been scarified.

E. Protect adjacent walls, walks and utilities from damage or staining by the soil. Use 1/2 inch plywood and or plastic sheeting as directed to cover existing concrete, metal and masonry work and other items as directed during the progress of the work.

1. At the end of each working day, clean up any soil or dirt spilled on any paved surface.

2. Any damage to the paving or site features or work shall be repaired at the Contractor's expense.

3.5

SOIL MOISTURE

A. Volumetric soil moisture level, in both the Planting Soil and the root balls of all plants, prior to, during and after planting shall be above permanent wilt point and below field capacity for each type of soil texture within the following ranges.

3.6

EXISTING SOIL MODIFICATION

A. Follow the requirements for modifying existing soil as indicated in Part 2 for the different types of soil modifications. The extent of the areas of different soil modification types are indicated on the Soils Plan or as directed by the Owner's Representative.

3.7

PLANTING SOIL AND PLANTING SOIL MIX INSTALLATION

A. All equipment utilized to install or grade Planting Soils shall be wide track or balloon tire machines rated with a ground pressure of 4 psi or less. All grading and soil delivery equipment shall have buckets equipped with 6 inch long teeth to scarify any soil that becomes compacted.

B. In areas of soil installation above existing subsoil, scarify the subgrade material prior to installing Planting Soil.

1. Scarify the subsoil of the subgrade to a depth of 3 – 6 inches with the teeth of the back hoe or loader bucket, tiller or other suitable device.

2. Immediately install the Planting Soil. Protect the loosened area from traffic. DO NOT allow the loosened subgrade to become compacted.

3. In the event that the loosened area becomes overly compacted, loosen the area again prior to installing the Planting Soil.

C. Install the Planting Soil in 12 - 18 inch lifts to the required depths. Apply compacting forces to each lift as required to attain the required compaction. Scarify the top of each lift prior to adding more Planting Soil by dragging the teeth of a loader bucket or backhoe across the soil surface to roughen the surface.

D. Phase work such that equipment to deliver or grade soil does not have to operate over previously installed Planting Soil. Work in rows of lifts the width of the extension of the bucket on the loader. Install all lifts in one row before proceeding to the next. Work out from the furthest part of each bed from the soil delivery point to the edge of the each bed area.

E. Where possible place large trees first and fill Planting Soil around the root ball.

F. Installing soil with soil or mulch blowers or soil slingers shall not be permitted due to the over mixing and soil ped breakdown caused by this type of equipment.

G. Where travel over installed soil is unavoidable, limit paths of traffic to reduce the impact of compaction in Planting Soil. Each time equipment passes over the installed soil it shall reverse out of the area along the same path with the teeth of the bucket dropped to scarify the soil. Comply with the paragraph "Compaction Reduction" (section 3.9) in the event that soil becomes over compacted.

H. The depths and grades shown on the drawings are the final grades after settlement and shrinkage of the compost material. The Contractor shall install the Planting Soil at a higher level to anticipate this reduction of Planting Soil volume. A minimum settlement of approximately 10 - 15% of the soil depth is expected. All grade increases are assumed to be as measured prior to addition of surface Compost till layer, mulch, or sod.

3.8

COMPACTION REQUIREMENTS FOR INSTALLED OR MODIFIED PLANTING SOIL

A. Compact installed Planting Soil to the compaction rates indicated and using the methods approved for the soil mockup. Compact each soil lift as the soil is installed.

B. Existing soil that is modified by tilling, ripping or fracturing shall have a density to the depth of the modification, after completion of the loosening, such that the penetrometer reads approximately 75 to 250 psi at soil moisture approximately the mid-point between wilting point and field capacity. This will be approximately between 75 and 82% of maximum dry density standard proctor.

C. Installed Planting Soil Mix and re-spread existing soil shall have a soil density through the required depth of the installed layers of soil, such that the penetrometer reads approximately 75 to 250 psi at soil moisture approximately the mid-point between wilt point and field capacity. This will be approximately between 75 and 82% of maximum dry density standard proctor.

D. Planting Soil compaction shall be tested at each lift using a penetrometer calibrated to the mockup soil and its moisture level. The same penetrometer and moisture meter used for the testing of the mockup shall be used to test installed soil throughout the work.

E. Maintain moisture conditions within the Planting Soil during installation or modification to allow for satisfactory compaction. Suspend operations if the Planting Soil becomes wet. Apply water if the soil is overly dry.

F. Provide adequate equipment to achieve consistent and uniform compaction of the Planting Soils. Use the smallest equipment that can reasonably perform the task of spreading and compaction. Use the same equipment and methods of compaction used to construct the Planting Soil mockup.

G. Do not pass motorized equipment over previously installed and compacted soil except as authorized below.

1. Light weight equipment such as trenching machines or motorized wheel barrows is permitted to pass over finished soil work.

2. If work after the installation and compaction of soil compacts the soil to levels greater than the above requirements, follow the requirements of the paragraph "Over Compaction Reduction" below.

3.9

OVER COMPACTION REDUCTION

A. Any soil that becomes compacted to a density greater than the specified density and/or the density in the approved mockup shall be dug up and reinstalled. This requirement includes compaction caused by other sub-contractors after the Planting Soil is installed and approved.

B. Surface roto tilling shall not be considered adequate to reduce over compaction at levels 6 inches or greater below finished grade.

3.10

INSTALLATION OF CHEMICAL ADDITIVES

A. Following the installation of each soil and prior to fine grading and installation of the Compost till layer, apply chemical additives as recommended by the soil test, and appropriate to the soil and specific plants to be installed.

B. Types, application rates and methods of application shall be approved by the Owner's Representative prior to any applications.

3.11

FINE GRADING

A. The Owner's Representative shall approve all rough grading prior to the installation of Compost, fine grading, planting, and mulching.

LANDSCAPE SPECIFICATION

B. Grade the finish surface of all planted areas to meet the grades shown on the drawings, allowing the finished grades to remain higher (10 – 15% of depth of soil modification) than the grades on the grading plan, as defined in paragraph Planting Soil Installation, to anticipate settlement over the first year.

C. Utilize hand equipment, small garden tractors with rakes, or small garden tractors with buckets with teeth for fine grading to keep surface rough without further compaction. Do not use the flat bottom of a loader bucket to fine grade, as it will cause the finished grade to become overly smooth and or slightly compressed.

D. Provide for positive drainage from all areas toward the existing inlets, drainage structures and or the edges of planting beds. Adjust grades as directed to reflect actual constructed field conditions of paving, wall and inlet elevations. Notify the Owner's Representative in the event that conditions make it impossible to achieve positive drainage.

E. Provide smooth, rounded transitions between slopes of different gradients and direction. Modify the grade so that the finish grade before adding mulch and after settlement is one or two inches below all paving surfaces or as directed by the drawings.

F. Fill all dips and remove any bumps in the overall plane of the slope. The tolerance for dips and bumps in shrub and ground cover planting areas shall be a 2 inch deviation from the plane in 10 feet. The tolerance for dips and bumps in lawn areas shall be a 1 inch deviation from the plane in 10 feet.

3.12 INSTALLATION OF COMPOST TILL LAYER

A. After Planting Soil Mixes are installed in planting bed areas and just prior to the installation of shrub or groundcover plantings, spread 3 – 4 inches of Compost over the beds and roto till into the top 4 - 6 inches of the Planting Soil. This step will raise grades slightly above the grades required in paragraph "Fine Grading". This specification anticipates that the raise in grade due to this tilling will settle within a few months after installation as Compost breaks down. Additional settlement as defined in paragraph "Planting Soil and Planting Soil Mix installation" must still be accounted for in the setting of final grades.

3.13 CLEAN-UP

A. During installation, keep the site free of trash, pavements reasonably clean and work area in an orderly condition at the end of each day. Remove trash and debris in containers from the site no less than once a week.

1. Immediately clean up any spilled or tracked soil, fuel, oil, trash or debris deposited by the Contractor from all surfaces within the project or on public right of ways and neighboring property.

B. Once installation is complete, wash all soil from pavements and other structures. Ensure that mulch is confined to planting beds and that all tags and flagging tape are removed from the site. The Owner's Representative seals are to remain on the trees and removed at the end of the warranty period.

1. Make all repairs to grades, ruts, and damage to the work or other work at the site.

2. Remove and dispose of all excess Planting Soil, subsoil, mulch, plants, packaging, and other material brought to the site by the Contractor.

3.14 PLANTING SOIL AND MODIFIED EXISTING SOIL PROTECTION

A. The Contractor shall protect installed and/or modified Planting Soil from damage including contamination and over compaction due to other soil installation, planting operations, and operations by other Contractors or trespassers. Maintain protection during installation until acceptance. Utilize fencing and matting as required or directed to protect the finished soil work. Treat, repair or replace damaged Planting Soil immediately.

B. Loosen compacted Planting Soil and replace Planting Soil that has become contaminated as determined by the Owner's Representative. Planting Soil shall be loosened or replaced at no expense to the Owner.

a. Till and restore grades to all soil that has been driven over or compacted during the installation of plants.

b. Where modified existing soil has become contaminated and needs to be replaced, provide imported soil that is of similar composition, depth and density as the soil that was removed.

3.15 PROTECTION DURING CONSTRUCTION

A. The Contractor shall protect planting and related work and other site work from damage due to planting operations, operations by other Contractors or trespassers.

1. Maintain protection during installation until the date of plant acceptance (see specifications section – Planting). Treat, repair or replace damaged work immediately.

2. Provide temporary erosion control as needed to stop soil erosion until the site is stabilized with mulch, plantings or turf.

B. Damage done by the Contractor, or any of their sub-contractors to existing or installed plants, or any other parts of the work or existing features to remain, including large existing trees, soil, paving, utilities, lighting, irrigation, other finished work and surfaces including those on adjacent property, shall be cleaned, repaired or replaced by the Contractor at no expense to the Owner. The Owner's Representative shall determine when such cleaning, replacement or repair is satisfactory. Damage to existing trees shall be assessed by a certified arborist.

3.16 SUBSTANTIAL COMPLETION ACCEPTANCE

A. Upon written notice from the Contractor, the Owners Representative shall review the work and make a determination if the work is substantially complete.

B. The date of substantial completion of the planting soil shall be the date when the Owner's Representative accepts that all work in Planting, Planting Soil, and Irrigation installation sections is complete.

3.17 FINAL ACCEPTANCE/ SOIL SETTLEMENT

A. At the end of the plant warranty and maintenance period, (see Specification section - Planting) the Owner's Representative shall observe the soil installation work and establish that all provisions of the contract are complete and the work is satisfactory.

1. Restore any soil settlement and or erosion areas to the grades shown on the drawings. When restoring soil grades remove plants and mulch and add soil before restoring the planting. Do not add soil over the root balls of plants or on top of mulch.

B. Failure to pass acceptance: If the work fails to pass final acceptance, any subsequent observations must be rescheduled as per above. The cost to the Owner for additional observations will be charged to the Contractor at the prevailing hourly rate of the Owner's Representative.

END OF SECTION 23 9100

PART 1: GENERAL

- A. The work consists of performing an grass sodding and related work as indicated on drawing and described in this section.
- B. Unless otherwise indicated, the Contractor is responsible for the repair of any existing lawn areas disturbed during the construction process
- C. The Contractor is responsible for the irrigation of all lawn areas on the project, including those not covered by an irrigation system. There are lawn areas on the project that are not provided with an irrigation system

- A. ASPA (American Sod Producers Association) - Guideline Specifications to Sodding.
- B. FS O-F-241 - Fertilizers, Mixed, Commercial.
- C. Section 02200, Earthwork.
- D. The provisions of the General Conditions, Supplementary Conditions, and the Sections included under, Division 1, General Requirements, are included as part of this section.

A. Weeds: Include, but are not limited to, Crab Grass, Bermudagrass (when not planted as sports turf), Johnson Grass, Poison Ivy, Nut Sedges, Bindweed, Goose Grass, Crowfoot Grass, Torpedo Grass, Spurge, Spreading Dayflower, Guinea Grass, Bull Paspalum, Sandbur, Love Grass, Finger Grass, Panicum Grasses, Foxtail, Smut Grass, Amaranth, Chickweeds, Ragweed, Spanish Needles, Thistle, Horseweed, Dogfennel, cudweed, Hawksbeard, Dollarweed, Pepperweed, Beggarweeds, Sida, Oxalis, Pusley, Penneywort, Matchweed, and Punctureweed.

- A. Provide submittals per section 01340.
- B. Provide submittals for the following products for the Architect's approval of prior to start of work on the sodding.

1. Fertilizer
 2. For all turf areas, submit planting soil analyses of the completed mixture of existing and imported soils (top 6") for approval at no additional cost to the Owner. The analysis shall show percent of organic material in the soil through the Weight Loss on Ignition soil test method, indicate the soil pH, and contain recommendations from the testing laboratory for additional topsoil, fertilizer type and application rate, and other soil amendments necessary to bring the top 6" of soils to the following specified levels:
 - a. Percolation rate: minimum 8" per hour in the top eight inches of soil
 - b. PH level: 6.5 - 7.5
 - c. Soil Organic Content 5% minimum/10% maximum (test by Weight Loss on Ignition method)
 - d. Major and Minor nutrients as recommended by the laboratory for the growing of Argentine Bahia turf.
 - e. Agricultural testing laboratories acceptable to the Engineer and the Owner shall perform all testing and make all soil amendment recommendations. Test results for the soil properties, and recommendations for soil amendments based on the soil properties may be generated by more than one testing laboratory.
 3. Herbicides
 4. Fire ant certification from the sod supplier
- C. Section 01700 - Contract Closeout: Procedures for submittals.
- D. Operation Data: Submit for continuing Owner maintenance.
- E. Maintenance Data: Include maintenance instructions, cutting method and maximum grass height, types, application frequency, and recommended coverage of fertilizer.

QUALITY ASSURANCE

- A. Bahiagrass and/or St Augustine Sod: Minimum age of 18 months, with root development that will support its own weight without tearing, when suspended vertically by holding the upper two corners.
- B. Submit sod certification for grass species and location of sod source.
- C. Bahiagrass and/or St Augustine Sod Producer: Company specializing in sod production and harvesting with minimum five years' experience and certified by the State of Florida.
- D. Installers: Company approved by the sod producer.

- A. Comply with regulatory agencies for fertilizer and herbicide composition.
- B. Provide certificate of compliance from authority having jurisdiction indicating approval of fertilizer and herbicide mixture.
- C. Contractor shall follow all regulations, ordinance, and code governing the work, including but not limited to permitting and inspections.

- A. Section 01600 - Material and Equipment: Transport, handle, store, and protect products.
- B. Deliver sod on pallets. Protect exposed roots from dehydration.
- C. All sod delivered to the site, shall be laid within 8 hours.

- A. Contractor shall inspect the site and plans to become aware of the project conditions and requirements before submitting a bid.
- B. Section 01041 – Project Coordination.
- C. Sequence installation to ensure orderly and expeditious utility connections.
- D. Coordinate with installation of underground sprinkler system pipe and watering heads.

E. The Contractor shall provide a competent superintendent and any necessary assistants on the project when work is in progress.

F. The superintendent shall not be changed during the project without the consent of the Engineer unless the superintendent leaves the Contractor's employment.

G. The superintendent shall represent the Contractor and in the Contractor's absence all directions given to him by the Engineer shall be binding as if given to the Contractor.

H. The Contractor's superintendent shall supervise the Contractor's employees on the job site and be responsible for their actions and conduct on the job site.

- I. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with his work.
- J. The Contractor is responsible for contacting the necessary entities to determine the locations of all underground utilities on the site.
- K. The Contractor shall take care to avoid damage to any existing buildings, equipment, piping, pipe coverings, electrical systems, sewers, sidewalks, landscaping, grounds, aboveground or underground installations or structures of any kind, and shall be responsible for any damage that occurs as a result of his work.
- L. Contractor shall adequately protect his work and all adjacent property as provided and required by law.
- M. Utilities noted on the plans are anticipated locations only. The utilities shown may not include all underground utilities on the site, and the locations indicated may not be as installed.

2.1 GRASS SOD

- A. Sod shall be the recognized Argentine Bahia, St. Augustine "Floritam" or whichever is called for on the drawings.
- B. Sod shall be well matted with roots; shall be of firm tough texture having a compact top growth and heavy root development. All sod shall be sand based. Sod shall contain no significant amounts (more than 1% of canopy) of bermudagrass, weeds or any other objectionable vegetation. The soil embedded in the sod shall be free from fungus, vermin and other diseases and shall have been mowed at least three times with an approved lawn mower with final mowing not more than 7 days before the sod is cut. The sod shall be taken up in commercial size rectangles measuring 16" x 24". The soil base of the sod shall be of a uniform thickness.
- C. Sod shall be sufficiently thick to insure a dense stand of live grass. Sod shall be live, fresh, and uninjured at the time of planting. Plant sod within 48 hours after harvesting.
- D. Use only sod certified free of fire ants. Before delivering any sod to the project, the Contractor shall furnish to the Owner and the Engineer written certification from the supplier that the sod is free of fire ants.

- A. Commercial fertilizer shall comply with the State Fertilizer Laws. Numerical designation for fertilizer indicates the minimum percentage respectively of (1) total nitrogen, (2) available phosphoric acid, and (3) water soluble potash contained in the fertilizer.
- B. Fertilizer shall be 8-8-8-with appropriate minor nutrients applied at the rate of 16 pounds per 1000 square feet.

A. Contractor shall supply and apply all water.

A. Contractor shall use a roller(s) appropriately sized to achieve the required lawn surface grade.

A. Contractor shall use a device for spreading the fertilizer capable of uniformly distributing the material at required rates.

A. The Contractor shall select, provide, and apply all herbicides as required.

A. The Contractor shall apply a minimum 2" thick layer of topsoil consisting of thoroughly mixed weed free 60% coarse sand and 40% Florida peat.

3.1 EXAMINATION

- A. The Contractor and his sod installer shall verify that prepared soil base is ready to receive the work of this section.

- A. Bahiagrass Lawns:
 1. Removal of debris and existing vegetation not noted to remain.
 2. Roto-tilling of all compacted areas.
 3. Subgrading.
 4. Removal of additional debris as required.
 5. Fine grading.
 6. Placement of sod.
 7. Cut in or patch gaps between or within the turf pieces or as needed to provide a uniform walking surface and to remove any potential tripping hazard.
 8. Gaps 2" or less in any direction may be filled with coarse sand.
 9. Clean up.
 10. Watering.
 11. Rolling of sod as soon as practical, and topdressing
 12. Maintenance (including watering of all areas regardless of whether or not a sprinkler system has been installed).
 13. Application of fertilizer 30 days after installation of sod.

- A. Kill by herbicide and remove all weeds or existing grasses from areas to be roto-tilled.
- B. Roto-till all lawn areas that have become compacted during the construction process as required assuring adequate percolation of water through the soil.

- A. Kill by herbicide and remove all weeds or existing grasses from areas to be subgraded.
- B. Subgrade all areas to be sodded as required to produce the finish grades indicated on the grading plans and specifications.
- C. Remove all existing shell rock or other road base that encroaches more than 12" into any lawn area, and fill any voids cause by road base removal with clean, well-draining, and properly compacted planting soil
- D. Roto-till all topsoil and amendments into the existing soil until the top 6" of soil is a homogeneous mixture.

- E. Test completed soil mix samples to verify that they meets the requirements of paragraph 1.06(B)(2). Do not proceed with additional work until the Owner and the Engineer have approved the soils tests and reports from the approved testing laboratories.

A. Clean areas to receive grass of all stones larger than 1" in diameter, sticks, stumps, paper, glass, and other debris. Kill by herbicide and remove all weeds or existing grasses from areas to be sodded.

- A. After removal of debris and the eradication of any existing weeds, perform fine grading as required to bring all areas to receive grass to a smooth, even, and finished grade. Use a laser grader to fine grade areas receiving Bermudagrass. Fine grade other areas receiving grass by raking to eliminate wind rows, ridges, depressions and other irregularities. The Contractor shall fine grade areas to be sodded as necessary to achieve a finished grade (top of the sod) as specified in this section.
- B. All sodded areas bordered by sidewalks, asphalt pavement, or curbs shall have a finished grade (top of the sod's soil) that is flush (or less than 1/2" below) with the grade of the adjacent sidewalk, asphalt pavement, or curb.
- C. All sodded areas bordered by planting areas shall have a finished grade (top of the sod's soil) that is 1 1/2" above the soil level in the adjacent planting bed.

- A. Sod size shall be as previously specified. The setting of pieces shall be staggered in such a manner as to avoid continuous seams. Sod shall be moist and shall be placed on a moist earth bed. Carefully place sod by hand, edge to edge in rows at right angles to the slope, starting at the base of the area and working upward. Install only full size (16" x 24") pieces of sod (except for cutting-in purposes). There shall be no voids between sod pieces, no overlapping of the edges of sod pieces, and the finished grade of all sodded areas smooth and even. Use clean sand to fill any developing voids or unevenness in the sod surface. Unless otherwise indicated by the grading plans, the Contractor shall ensure that the finished grade of sod does not vary more than 1" from a 10' long straight edge.
- B. Sod shall be laid for the turf areas as required to produce a smooth and even surface conforming to the grades indicated on the project civil engineering plans. The Contractor shall ensure that the finished grade of sod does not vary more than 1" from a 10' long straight edge.
- C. Sod located on slopes should be placed carefully enough so that rolling with a power roller is not necessary. Sod located around retention areas, along pavement areas or in swales may be staked at the discretion of the Contractor. The repair of any erosion or soil relocation necessary prior to the sod becoming firmly rooted to the existing soil will be the responsibility of the Contractor. Stakes, if used, shall not interfere with walking on, or the mowing of, the sodded areas.
- D. The Contractor shall ensure that the finished grade of sod placed directly adjacent to buildings or other walls does not vary more than 2" from a 10' long straight edge.
- E. Turf shall be set abutting to sidewalks, terraces and other hardscape finishes so the top of the turf rootzone is $\frac{1}{4}$ " below the adjacent hardscape and does not impede surface flow.

F. On a daily basis, all debris, fertilizer bags, pallets etc. shall be removed from the site

G. Upon completion of the work, all debris, fertilizer bags, pallets etc. shall be removed from the site. Any paved areas including curbs and sidewalks shall be thoroughly swept.

- A. Watering of the sodded areas will be the responsibility of the Contractor.
- B. Sources from which water will be available shall be installed prior to sodding and shall be in operation for watering sodded areas.
- C. In areas where a permanent irrigation system is not to be installed under this contract, the Contractor shall provide necessary temporary irrigation facilities for performing watering as required to establish and maintain turf areas in a healthy and green condition. The Contractor shall note that there are areas of this work that are not to be irrigated by an irrigation system.

- A. Fertilizer shall be as previously specified. The rate of application for grass shall be approximately 16 pounds per 1000 sq. ft. Fertilizer shall be spread uniformly over the area to receive grass by using an approved distribution device calibrated to distribute the appropriate quantity. Fertilizing operations shall not be performed when the wind velocity exceeds 15 miles per hour.
- B. Bahiagrass and St. Augustine sod shall be fertilized 30 days after installation. The Contractor shall request an inspection so that the application of the fertilizer can be verified.
- C. Bermudagrass sod shall be fertilized both 30 and 60 days after installation. The Contractor shall request an inspection each time so that the application of the fertilizer can be verified.

- A. Where ever possible, within one month of the laying of the sod pieces, the sod shall be pressed firmly into contact with the sod bed by rolling with a suitably sized mechanical roller or other approved equipment. The rolling operation shall provide a smooth and even surface conforming to the grades shown on the grading plan, and insure knitting of sod without displacement of sod or deformation of the surfaces.
- B. All developed unevenness or depressions in the lawn surfaces shall be top dressed as required to achieve a smooth and even finish. Top dressing shall not be applied more than 1" thick. In the case that the lawn surface requires more than 1" of correction, the uneven areas must be removed, re-graded and re-sodded.

A. All sod work shall be guaranteed up until the end of the maintenance period. Replacement of defective or distressed grass materials shall be performed at no additional cost to the Owner. During the guarantee period, it shall be the Contractor's responsibility to immediately replace any dead material.

A. Completion of work shall mean full compliance and conformity with the provisions expressed or implied in drawings and in the specifications. Upon satisfactory completion of the work, the Engineer will perform an inspection of the work to determine if the sodding work is ready for acceptance.

A. The Contractor shall be responsible for complete maintenance of all grass lawn areas until "Substantial Completion" of the project or final acceptance of the landscape and irrigation work by the Owner and the Engineer, whichever is later. Maintenance shall include, but not be limited to:

1. Mowing all lawn areas, no less than every other week, and the removal of all visible amounts of grass clippings from the lawn areas. The lawn shall never be allowed to exceed 8" in height for bahiagrass or 4" in height for St. Augustine turf.
2. Edging of all walks, roadways, and planting beds no less than every other week.
3. Eradication of all harmful insects (including ants).
4. Control of all lawn and soil diseases.
5. Watering and fertilizing as specified, and as required to maintain all lawn areas in a good condition for plant growth. Grass is required to be in a healthy and green condition at the time of final acceptance.
6. Eradication of all weeds in the lawns as necessary for the grass to conform to the specification in paragraph 2.01.

1. Moving all lawn areas no less than every week, and the removal of all visible amounts of grass clippings from the lawn areas. Do not cut the lawn in more than 1/4" increments.
2. Edging of all pavements and curbs no less than every week. Maintain the line between the St. Augustine, Bermudagrass or Bahia grass every other week.
3. Eradication of all harmful insects (including ants).
4. Control of all lawn and soil diseases.
5. Watering and fertilizing as required to maintain all lawn areas in an excellent condition for plant growth and sports field use. Grass is required to be in a healthy and green condition at the time of final acceptance.
6. Eradication of all weeds in the lawns as necessary for the grass to conform to the specification in paragraph 2.01. Lawns shall be weed-free upon the final acceptance of the work.
7. All other work as necessary for the specialty Contractor to ensure a high-quality turf areas.

SPECIFICATIONS

SECTION 329300
PLANTING

PART 1 – PART 1: GENERAL

1.1 SUMMARY

- A. The scope of work includes all labor, materials, appliances, tools, equipment, facilities, transportation and services necessary for, and incidental to performing all operations in connection with furnishing, delivery, and installation of plant (also known as "landscaping") complete as shown on the drawings and as specified herein.
- B. The scope of work in this section includes, but is not limited to, the following:
1. Locate, purchase, deliver and install all specified plants.
 2. Water all specified plants.
 3. Mulch, fertilize, stake, and prune all specified plants.
 4. Maintenance of all specified plants until the beginning of the warranty period.
 5. Plant warranty.
 6. Clean up and disposal of all excess and surplus material.
 7. Maintenance of all specified plants during the warranty period.

1.2 CONTRACT DOCUMENTS

- A. Shall consist of specifications and general conditions and the construction drawings. The intent of these documents is to include all labor, materials, and services necessary for the proper execution of the work. The documents are to be considered as one. Whatever is called for by any parts shall be as binding as if called for in all parts.

1.3 RELATED DOCUMENTS AND REFERENCES

- A. Related Documents:
1. Drawings and general provisions of contract including general and supplementary conditions and Division I specifications apply to work of this section
 2. Related Specification Sections
 - a. Section 329223 – Lawn
 - b. Section 329100 – Planting Soil
- B. References: The following specifications and standards of the organizations and documents listed in this paragraph form a part of the specification to the extent required by the references thereto. In the event that the requirements of the following referenced standards and specification conflict with this specification section the requirements of this specification shall prevail. In the event that the requirements of any of the following referenced standards and specifications conflict with each other the more stringent requirement shall prevail or as determined by the Owners Representative.

1. ANSI Z60.1 American Standard for Nursery Stock, most current edition.
2. ANSI A 300 – Standard Practices for Tree, Shrub and other Woody Plant Maintenance, most current edition and parts.
3. Florida Grades and Standards for Nursery Stock, current edition (Florida Department of Agriculture, Tallahassee FL).
4. Interpretation of plant names and descriptions shall reference the following documents. Where the names or plant descriptions disagree between the several documents, the most current document shall prevail.
 - a. USDA - The Germplasm Resources Information Network (GRIN) <http://www.ars-grin.gov/npgs/searchgrin.html>
 - b. Manual of Woody Landscape Plants; Michael Dirr; Stipes Publishing, Champaign, Illinois; Most Current Edition.
5. Pruning practices shall conform to recommendations "Structural Pruning: A Guide For The Green Industry" most current edition; published by Urban Tree Foundation, Visalia, California.
6. Glossary of Arboricultural Terms, International Society of Arboriculture, Champaign IL, most current edition.

1.4 VERIFICATION

- A. All scaled dimensions on the drawings are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities, and shall immediately inform the Owner's Representative of any discrepancies between the information on the drawings and the actual conditions, refraining from doing any work in said areas until given approval to do so by the Owner's Representative.
- B. In the case of a discrepancy in the plant quantities between the plan drawings and the plant call outs, list or plant schedule, the number of plants or square footage of the planting bed actually drawn on the plan drawings shall be deemed correct and prevail.

1.5 PERMITS AND REGULATIONS

- A. The Contractor shall obtain and pay for all permits related to this section of the work unless previously excluded under provision of the contract or general conditions. The Contractor shall comply with all laws and ordinances bearing on the operation or conduct of the work as drawn and specified. If the Contractor observes that a conflict exists between permit requirements and the work outlined in the contract documents, the Contractor shall promptly notify the Owner's Representative in writing including a description of any necessary changes and changes to the contract price resulting from changes in the work.
- B. Wherever references are made to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards and codes current on the effective date of this contract shall apply, unless otherwise expressly set forth.
- C. In case of conflict among any referenced standards or codes or between any referenced standards and codes and the specifications, the more restrictive standard shall apply or Owner's Representative shall determine which shall govern.

1.6 PROTECTION OF WORK, PROPERTY AND PERSON

- A. The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damages or injury due to his/her actions.

1.7 CHANGES IN THE WORK

- A. The Owner's Representative may order changes in the work, and the contract sum should be adjusted accordingly. All such orders and adjustments plus claims by the Contractor for extra compensation must be made and approved in writing before executing the work involved.
- B. All changes in the work, notifications and contractor's request for information (RFI) shall conform to the contract general condition requirements.

1.8 CORRECTION OF WORK

- A. The Contractor, at their own cost, shall re-execute any work that fails to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanship upon written notice from the Owner's Representative, at the soonest as possible time that can be coordinated with other work and seasonal weather demands.

1.9 DEFINITIONS

All terms in this specification shall be as defined in the "Glossary of Arboricultural Terms" or as modified below.

- A. Boxed trees: A container root ball package made of wood in the shape of a four-sided box.
- B. Container plant: Plants that are grown in and/or are currently in a container including boxed trees.
- C. Defective plant: Any plant that fails to meet the plant quality requirement of this specification.
- D. End of Warranty Final Acceptance: The date when the Owner's Representative accepts that the plants and work in this section meet all the requirements of the warranty. It is intended that the materials and workmanship warranty for Planting, Planting Soil, and Irrigation work run concurrent with each other.
- E. Field grown trees (B&B): Trees growing in field soil for at least 12 months prior to harvest.
- F. Healthy: Plants that are growing in a condition that expresses leaf size, crown density, color, and with annual growth rates typical of the species and cultivar's horticultural description, adjusted for the planting site soil, drainage and weather conditions.
- G. Kinked root: A root within the root package that bends more than 90 degrees.
- H. Maintenance: Actions that preserve the health of plants after installation and as defined in this specification.
- I. Maintenance period: The time period, as defined in this specification, which the Contractor is to provide maintenance.
- J. Normal: the prevailing protocol of industry standard(s).
- K. Owner's Representative: The person appointed by the Owner to represent their interest in the review and approval of the work and to serve as the contracting authority with the Contractor. The Owner's Representative may appoint other persons to review and approve any aspects of the work.
- L. Reasonable and reasonably: When used in this specification relative to plant quality, it is intended to mean that the conditions cited will not affect the establishment or long term stability, health or growth of the plant. This specification recognizes that it is not possible to produce plants free of all defects, but that some accepted industry protocols and standards result in plants unacceptable to this project.

When reasonable or reasonably is used in relation to other issues such as weeds, diseased, insects, it shall mean at levels low enough that no treatment would be required when applying recognized Integrated Plant Management practices.

This specification recognizes that some decisions cannot be totally based on measured findings and that professional judgment is required. In cases of differing opinion, the Owner's Representative's expert shall determine when conditions are judged as reasonable.

- M. Root ball: The mass of roots including any soil or substrate that is shipped with the tree within the root ball package.
- N. Root ball package. The material that surrounds the root ball during shipping. The root package may include the material in which the plant was grown, or new packaging placed around the root ball for shipping.
- O. Root collar (root crown, root flare, trunk flare, flare): The region at the base of the trunk where the majority of the structural roots join the plant stem, usually at or near ground level.
- P. Shrub: Woody plants with mature height approximately less than 15 feet.
- Q. Spade harvested and transplanted: Field grown trees that are mechanically harvested and immediately transplanted to the final growing site without being removed from the digging machine.
- R. Stem: The trunk of the tree.
- S. Substantial Completion Acceptance: The date at the end of the Planting, Planting Soil, and Irrigation installation where the Owner's Representative accepts that all work in these sections is complete and the Warranty period has begun. This date may be different than the date of substantial completion for the other sections of the project.
- T. Stem girdling root: Any root more than ¼ inch diameter currently touching the trunk, or with the potential to touch the trunk, above the root collar approximately tangent to the trunk circumference or circling the trunk. Roots shall be considered as Stem Girdling that have, or are likely to have in the future, root to trunk bark contact.
- U. Structural root: One of the largest roots emerging from the root collar.
- V. Tree: Single and multi-stemmed plants with mature height approximately greater than 15 feet.

1.10 SUBMITTALS

- A. See contract general conditions for policy and procedure related to submittals.
- B. Submit all product submittals 8 weeks prior to installation of plantings.
- C. Product data: Submit manufacturer product data and literature describing all products required by this section to the Owner's Representative for approval. Provide submittal eight weeks before the installation of plants.
- D. Plant growers' certificates: Submit plant growers' certificates for all plants indicating that each meets the requirements of the specification, including the requirements of tree quality, to the Owner's Representative for approval. Provide submittal eight weeks before the installation of plants.
- E. Samples: Submit samples of each product and material where required by the specification to the Owner's Representative for approval. Label samples to indicate product, characteristics, and locations in the work. Samples will be reviewed for appearance only. Compliance with all other requirements is the exclusive responsibility of the Contractor.
- F. Plant sources: Submit sources of all plants as required by Article – "Selection of Plants" to the Owner's Representative for approval.
- G. Close out submittals: Submit to the Owner's Representative for approval.
 1. Plant maintenance data, requirements and warranties.
- H. Installation plan submitted a minimum of 14 days prior to the scheduled installation. Plan should describe the methods, activities, materials and schedule to achieve installation of plants.

1.11 OBSERVATION OF THE WORK

- A. The Owner's Representative may observe the work at any time. They may remove samples of materials for conformity to specifications. Rejected materials shall be immediately removed from the site and replaced at the Contractor's expense. The cost of testing materials not meeting specifications shall be paid by the Contractor.
- B. The Owner's Representative shall be informed of the progress of the work so the work may be observed at the following key times in the construction process. The Owner's Representative shall be afforded sufficient time to schedule visit to the site. Failure of the Owner's Representative to make field observations shall not relieve the Contractor from meeting all the requirements of this specification.

1. SITE CONDITIONS PRIOR TO THE START OF PLANTING: review the soil and drainage conditions.
2. COMPLETION OF THE PLANT LAYOUT STAKING: Review of the plant layout.

3. PLANT QUALITY: Review of plant quality at the time of delivery and prior to installation. 1.15 Review tree quality prior to unloading where possible, but in all cases prior to planting.
4. COMPLETION OF THE PLANTING: Review the completed planting.

1.12 PRE-CONSTRUCTION CONFERENCE

- A. Schedule a pre-construction meeting with the Owner's Representative at least seven (7) days before beginning work to review any questions the Contractor may have regarding the work, administrative procedures during construction and project work schedule.

1.13 QUALITY ASSURANCE

- A. Substantial Completion Acceptance - Acceptance of the work prior to the start of the warranty period:
1. Once the Contractor completes the installation of all items in this section, the Owner's Representative will observe all work for Substantial Completion Acceptance upon written request of the Contractor. The request shall be received at least ten calendar days before the anticipated date of the observation.
 2. Substantial Completion Acceptance by the Owner's Representative shall be for general conformance to specified size, character and quality and not relieve the Contractor of responsibility for full conformance to the contract documents, including correct species.
 3. Any plants that are deemed defective as defined under the provisions below shall not be accepted.
- B. The Owner's Representative will provide the Contractor with written acknowledgment of the date of Substantial Completion Acceptance and the beginning of the warranty period and plant maintenance period (if plant maintenance is included).
- C. Contractor's Quality Assurance Responsibilities: The Contractor is solely responsible for quality control of the work.
- D. Installer Qualifications: The installer shall be a firm having at least 5 years of successful experience of a scope similar to that required for the work, including the handling and planting of large specimen trees in urban areas. The same firm shall install planting soil (where applicable) and plant material.
1. The bidders list for work under this section shall be approved by the Owner's Representative.
 2. Installer Field Supervision: When any planting work is in progress, installer shall maintain, on site, a full-time supervisor who can communicate in English with the Owner's Representative.
 3. Installer's field supervisor shall have a minimum of five years experience as a field supervisor installing plants and trees of the quality and scale of the proposed project, and can communicate in English with the Owner's Representative.
 4. The installer's crew shall have a minimum of 3 years experienced in the installation of Planting Soil, Plantings, and Irrigation (where applicable) and interpretation of soil plans, planting plans and irrigation plans.
 5. Submit references of past projects, employee training certifications that support that the Contractors meet all of the above installer qualifications and applicable licensures.

1.14 PLANT WARRANTY

- A. Plant Warranty:
1. The Contractor agrees to replace defective work and defective plants. The Owner's Representative shall make the final determination if plants meet these specifications or that plants are defective.

Plants warranty shall begin on the date of Substantial Completion Acceptance and continue for the following periods, classed by plant type:
 - a. Trees – 1 Year.
 - b. Shrubs – 6 Months.
 - c. Ground cover and perennial flower plants – 6 Months.
 - d. Bulbs, annual flower and seasonal color plants – for the period of expected bloom or primary display.
 2. When the work is accepted in parts, the warranty periods shall extend from each of the partial Substantial Completion Acceptances to the terminal date of the last warranty period. Thus, all warranty periods for each class of plant warranty, shall terminate at one time.
 3. All plants shall be warrantied to meet all the requirements for plant quality at installation in this specification. Defective plants shall be defined as plants not meeting these requirements. The Owner's representative shall make the final determination that plants are defective.
 4. Plants determined to be defective shall be removed immediately upon notification by the Owner's Representative and replaced without cost to the Owner, as soon as weather conditions permit and within the specified planting period.
 5. Any work required by this specification or the Owner's Representative during the progress of the work, to correct plant defects including the removal of roots or branches, or planting plants that have been bare rooted during installation to observe for or correct root defects shall not be considered as grounds to void any conditions of the warranty. In the event that the Contractor decides that such remediation work may compromise the future health of the plant, the plant or plants in question shall be rejected and replaced with plants that do not contain defects that require remediation or correction.
 6. The Contractor is exempt from replacing plants, after Substantial Completion Acceptance and during the warranty period, that are removed by others, lost or damaged due to occupancy of project, lost or damaged by a third party, vandalism, or any natural disaster.
 7. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification. Make all necessary repairs due to plant replacements. Such repairs shall be done at no extra cost to the Owner.
 8. The warranty of all replacement plants shall extend for an additional one-year period from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of the said extended warranty period, the Owner's Representative may elect one more replacement items or credit for each item. These tertiary replacement items are not protected under a warranty period.

9. During and by the end of the warranty period, remove all tree wrap, ties, and guying unless agreed to by the Owner's Representative to remain in place. All trees that do not have sufficient caliper to remain upright, or those requiring additional anchorage in windy locations, shall be staked or remain staked, if required by the Owner's Representative.
- B. End of Warranty Final Acceptance - Acceptance of plants at the end of the warranty period.

1. At the end of the warranty period, the Owner's Representative shall observe all warranted work, upon written request of the Contractor. The request shall be received at least ten calendar days before the anticipated date for final observation.
2. End of Warranty Final Acceptance will be given only when all the requirements of the work under this specification and in specification sections Planting Soil and Irrigation have been met.

SELECTION AND OBSERVATION OF PLANTS

- A. The Owner's Representative may review all plants subject to approval of size, health, quality, character, etc. Review or approval of any plant during the process of selection, delivery, installation and establishment period shall not prevent that plant from later rejection in the event that the plant quality changes or previously existing defects become apparent that were not observed.
- B. Plant Selection: The Owner's Representative reserves the right to select and observe all plants at the nursery prior to delivery and to reject plants that do not meet specifications as set forth in this specification. If a particular defect or substandard element can be corrected at the nursery, as determined by the Owner's Representative, the agreed upon remedy may be applied by the nursery or the Contractor provided that the correction allows the plant to meet the requirements set forth in this specification. Any work to correct plant defects shall be at the contractor's expense.
 1. The Owner's Representative may make invasive observation of the plant's root system in the area of the root collar and the top of the root ball in general in order to determine that the plant meets the quality requirements for depth of the root collar and presence of roots above the root collar. Such observations will not harm the plant.
 2. Corrections are to be undertaken at the nursery prior to shipping.
- C. The Contractor shall bear all cost related to plant corrections.
- D. All plants that are rejected shall be immediately removed from the site and acceptable replacement plants provided at no cost to the Owner.
- E. Submit to the Owner's Representative, for approval, plant sources including the names and locations of nurseries proposed as sources of acceptable plants, and a list of the plants they will provide. The plant list shall include the botanical and common name and the size at the time of selection. Observe all nursery materials to determine that the materials meet the requirements of this section.
 1. Trees shall be purchased from the growing nursery. Re-wholesale plant suppliers shall not be used as sources unless the Contractor can certify that the required trees are not directly available from a growing nursery. When Re-wholesale suppliers are utilized, the Contractor shall submit the name and location of the growing nursery from where the trees were obtained by the re-wholesale seller. The re-wholesale nursery shall be responsible for any required plant quality certifications.
- F. The Contractor shall require the grower or re-wholesale supplier to permit the Owner's Representative to observe the root system of all plants at the nursery or job site prior to planting including random removal of soil or substrate around the base of the plant. Observation may be as frequent and as extensive as needed to verify that the plants meet the requirements of the specifications and conform to requirements.
- G. Each tree shall have a numbered seal applied by the Contractor. The seal shall be placed on a lateral branch on the north side of the tree. The seal shall be a tamper proof plastic seal bearing the Contractors name and a unique seven-digit number embossed on the seal.
 1. Do not place seals on branches that are so large that there is not sufficient room for the branch growth over the period of the warranty.
- H. The Owner's Representative may choose to attach their seal to each plant, or a representative sample. Viewing and/or sealing of plants by the Owner's Representative at the nursery does not preclude the Owner's Representative's right to reject material while on site. The Contractor is responsible for paying any up charge for the Owner's Representative to attach their seal to specific plants.

- I. Where requested by the Owner's Representative, submit photographs of plants or representative samples of plants. Photographs shall be legible and clearly depict the plant specimen. Each submitted image shall contain a height reference, such as a measuring stick. The approval of plants by the Owner's Representative via photograph does not preclude the Owner's Representative's right to reject material while on site.

1.16 PLANT SUBSTITUTIONS FOR PLANTS NOT AVAILABLE

- A. Submit all requests for substitutions of plant species, or size to the Owner's Representative, for approval, prior to purchasing the proposed substitution. Request for substitution shall be accompanied with a list of nurseries contacted in the search for the required plant and a record of other attempts to locate the required material. Requests shall also include sources of plants found that may be of a smaller or larger size, or a different shape or habit than specified, or plants of the same genus and species but different cultivar origin, or which may otherwise not meet the requirements of the specifications, but which may be available for substitution.

1.17 SITE CONDITIONS

- A. It is the responsibility of the Contractor to be aware of all surface and sub-surface conditions, and to notify the Owner's Representative, in writing, of any circumstances that would negatively impact the health of plantings. Do not proceed with work until unsatisfactory conditions have been corrected.

1. Should subsurface drainage or soil conditions be encountered which would be detrimental to growth or survival of plant material, the Contractor shall notify the Owner's Representative in writing, stating the conditions and submit a proposal covering cost of corrections. If the Contractor fails to notify the Owner's Representative of such conditions, he/she shall remain responsible for plant material under the warranty clause of the specifications.
- B. It is the responsibility of the Contractor to be familiar with the local growing conditions, and if any specified plants will be in conflict with these conditions. Report any potential conflicts, in writing, to the Owner's Representative.
- C. This specification requires that all Planting Soil and Irrigation (if applicable) work be completed and accepted prior to the installation of any plants.

1. Planting operations shall not begin until such time that the irrigation system is completely operational for the area(s) to be planted, and the irrigation system for that area has been preliminarily observed and approved by the Owner's Representative.
- D. Actual planting shall be performed during those periods when weather and soil conditions are suitable in accordance with locally accepted horticultural practices.

1. Do not install plants into saturated or frozen soils. Do not install plants during inclement weather, such as rain or snow or during extremely hot, cold or windy conditions.

1.18 PLANTING AROUND UTILITIES

- A. Contractor shall carefully examine the civil, record, and survey drawings to become familiar with the existing underground conditions before digging.
- B. Determine location of underground utilities and perform work in a manner that will avoid possible damage. Hand excavate, as required. Maintain grade stakes set by others until parties concerned mutually agree upon removal.
- C. Notification of *Local Utility Locator Service, 811*, is required for all planting areas: The Contractor is responsible for knowing the location and avoiding utilities that are not covered by the *Local Utility Locator Service*.

LANDSCAPE SPECIFICATIONS

Park Avenue Streetscape

Prepared for Town of Lake Park

Lake Park, Florida



SPECIFICATIONS

PART 2— PRODUCTS

2.1 PLANTS: GENERAL

- A. Standards and measurement: Provide plants of quantity, size, genus, species, and variety or cultivars as shown and scheduled in contract documents.
1. All plants including the root ball dimensions or container size to trunk caliper ratio shall conform to ANSI Z60.1 “American Standard for Nursery Stock” latest edition, unless modified by provisions in this specification. When there is a conflict between this specification and ANSI Z60.1, this specification section shall be considered correct.
2. Plants larger than specified may be used if acceptable to the Owner’s Representative. Use of such plants shall not increase the contract price. If larger plants are accepted the root ball size shall be in accordance with ANSI Z-60.1. Larger plants may not be acceptable if the resulting root ball cannot be fit into the required planting space.
3. If a range of size is given, no plant shall be less than the minimum size and not less than 50 percent of the plants shall be as large as the maximum size specified. The measurements specified are the minimum and maximum size acceptable and are the measurements after pruning, where pruning is required.
- B. Proper Identification: All trees shall be true to name as ordered or shown on planting plans and shall be labeled individually or in groups by genus, species, variety and cultivar.
- C. Compliance: All trees shall comply with federal and state laws and regulations requiring observation for plant disease, pests, and weeds. Observation certificates required by law shall accompany each shipment of plants.

D. Plant Quality:

1. **General:** Provide healthy stock, grown in a nursery and reasonably free of die-back, disease, insects, eggs, bores, and larvae. At the time of planting all plants shall have a root system, stem, and branch form that will not restrict normal growth, stability and health for the expected life of the plant
- Plant quality above the soil line:** All plants shall conform to the Florida Grades and Standards for Nursery Plants and specify tree grades as either Florida #1 or Florida Fancy Grades if noted in the plant list. Latest Edition.
- a. Plants shall be healthy with the color, shape, size and distribution of trunk, stems, branches, buds and leaves normal to the plant type specified. Tree quality above the soil line shall comply with the project Crown Acceptance details (or Florida Grades and Standards, tree grade Florida Fancy or Florida #1) and the following:
- 1.) Crown: The form and density of the crown shall be typical for a young specimen of the species or cultivar pruned to a central and dominant leader.
- a.) Crown specifications do not apply to plants that have been specifically trained in the nursery as topiary, espalier, multi-stem, clump, or unique selections such as contorted or weeping cultivars.
- 2.) Leaves: The size, color, and appearance of leaves shall be typical for the time of year and stage of growth of the species or cultivar. Trees shall not show signs of prolonged moisture stress or over watering as indicated by wilted, shriveled, or dead leaves.
- 3.) Branches: Shoot growth (length and diameter) throughout the crown should be appropriate for the age and size of the species or cultivar. Trees shall not have dead, diseased, broken, distorted, or otherwise injured branches.
- a.) Main branches shall be distributed along the central leader not clustered together. They shall form a balanced crown appropriate for the cultivar/species.
- b.) Branch diameter shall be no larger than two-thirds (one-half is preferred) the diameter of the central leader measured 1 inch above the branch union.
- c.) The attachment of the largest branches (scaffold branches) shall be free of included bark.
- 4.) Trunk: The tree trunk shall be relatively straight, vertical, and free of wounds that penetrate to the wood (properly made pruning cuts, closed or not, are acceptable and are not considered wounds), sunburned areas, conks (fungal fruiting bodies), wood cracks, sap leakage, signs of boring insects, galls, cankers, girdling ties, or lesions (mechanical injury).
- 5.) Temporary branches, unless otherwise specified, can be present along the lower trunk below the lowest main (scaffold) branch, particularly for trees less than 1 inch in caliper. These branches should be no greater than 3/8-inch diameter.
- b. Trees shall have one central leader. If the leader was headed, a new leader (with a live terminal bud) at least one-half the diameter of the pruning cut shall be present.
- 1.) All trees are assumed to have one central leader trees unless a different form is specified in the plant list or drawings.
- c. All graft unions, where applicable, shall be completely closed without visible sign of graft rejection. All grafts shall be visible above the soil line.
- d. Trunk caliper and taper shall be sufficient so that the lower five feet of the trunk remains vertical without a stake. Auxiliary stake may be used to maintain a straight leader in the upper half of the tree.
2. **Plant quality at or below the soil line:**
- a. Plant roots shall be normal to the plant type specified. Root observations shall take place without impacting tree health. Root quality at or below the soil line shall comply with the project Root Acceptance details and the following:
- 1.) The roots shall be reasonably free of scrapes, broken or split wood.
- 2.) The root system shall be reasonably free of injury from biotic (e.g., insects and pathogens) and abiotic (e.g., herbicide toxicity and salt injury) agents. Wounds resulting from root pruning used to produce a high quality root system are not considered injuries.
- 3.) A minimum of three structural roots reasonably distributed around the trunk (not clustered on one side) shall be found in each plant. Root distribution shall be uniform throughout the root ball, and growth shall be appropriate for the species.
- a.) Plants with structural roots on only one side of the trunk (J roots) shall be rejected.
- 4.) The root collar shall be within the upper 2 inches of the substrate/soil. Two structural roots shall reach the side of the root ball near the top surface of the root ball. The grower may request a modification to this requirement for species with roots that rapidly descend, provided that the grower removes all stem girdling roots above the structural roots across the top of the root ball.
- 5.) The root system shall be reasonably free of stem girdling roots over the root collar or kinked roots from nursery production practices.
- a.) Plant Grower Certification: The final plant grower shall be responsible to have determined that the plants have been root pruned at each step in the plant production process to remove stem girdling roots and kinked roots, or that the previous production system used practices that produce a root system throughout the root ball that meets these specifications. Regardless of the work of previous growers, the plant’s root system shall be modified at the final production stage, if needed, to produce the required plant root quality.
- 6.) At time of observations and delivery, the root ball shall be moist throughout. Roots shall not show signs of excess soil moisture conditions as indicated by stunted, discolored, distorted, or dead roots.

- E. Submittals: Submit for approval the required plant quality certifications from the grower where plants are to be purchased, for each plant type. The certification must state that each plant meets all the above plant quality requirements.
1. The grower’s certification of plant quality does not prohibit the Owner’s Representative from observing any plant or rejecting the plant if it is found to not meet the specification requirements.
- 2.2 ROOT BALL PACKAGE OPTIONS: The following root ball packages are permitted. Specific root ball packages shall be required where indicated on the plant list or in this specification. Any type of root ball packages that is not specifically defined in this specification shall not be permitted.
- A. BALLED AND BURLAPPED PLANTS
1. All Balled and Burlapped Plants shall be field grown, and the root ball packaged in a burlap and twine and/or burlap and wire basket package.
2. Plants shall be harvested with the following modifications to standard nursery practices.
- a. Prior to digging any tree that fails to meet the requirement for maximum soil and roots above the root collar, carefully removed the soil from the top of the root ball of each plant, using hand tools, water or an air spade, to locate the root collar and attain the soil depth over the structural roots requirements. Remove all stem girdling roots above the root collar. Care must be exercised not to damage the surface of the root collar and the top of the structural roots.
- b. Trees shall be dug for a minimum of 4 weeks and a maximum of 52 weeks prior to shipping. Trees dug 4 to 52 weeks prior to shipping are defined as hardened-off. Digging is defined as cutting all roots and lifting the tree out of the ground and either moving it to a new location in the nursery or placing it back into the same hole. Trees that are stored out of the ground shall be placed in a holding area protected from extremes of wind and sun with the root ball protected by covering with mulch or straw and irrigated sufficiently to keep moisture in the root ball above wilt point and below saturation
- c. If wire baskets are used to support the root ball, a “low profile” basket shall be used. A low profile basket is defined as having the top of the highest loops on the basket no less than 4 inches and no greater than 8 inches below the shoulder of the root ball package.
- 1.) At nurseries where sandy soils prevent the use of “low profile baskets”, baskets that support the entire root ball, including the top, are allowable.
- d. Twine and burlap used for wrapping the root ball package shall be natural, biodegradable material. If the burlap decomposes after digging the tree then the root ball shall be re-wrapped prior to shipping if roots have not yet grown to keep root ball intact during shipping.
1. spade machine until planted.
- B. CONTAINER (INCLUDING ABOVE-GROUND FABRIC CONTAINERS AND BOXES) PLANTS
1. Container plants may be permitted only when indicated on the drawing, in this specification, or approved by the Owner’s Representative.
2. Provide plants shall be established and well rooted in removable containers.
3. Container class size shall conform to ANSI Z60.1 for container plants for each size and type of plant.
- 2.3 ANNUAL FLOWERING AND SEASONAL COLOR PLANTS
- A. Container or flat-grown plants should be sized as noted in the planting plan. Plants shall be well-rooted and healthy.
- 2.4 PALMS
- A. Except as modified below or where the requirements are not appropriate to the specification of palms, palms shall meet all the requirements of the plant quality section above.
- B. Defroning, tying, and hedging:
1. In preparing palm trees for relocation, all dead fronds shall be removed.
2. All remaining fronds above horizontal shall be lifted up and tied together around the crown in an upright position. Up to 2/3 of the oldest live fronds can be removed; all fronds can be removed on Sabal palms. Do not tie too tightly, bind or injure the bud. Jute binder twine shall be used in tying up the fronds; wire will not be permitted. Fronds shall be untied immediately after planting.
- C. Digging the root ball:
1. When digging out the root ball, no evacuation shall be done closer than 8 Inches to the trunk at ground level and the excavation shall extend below the major root system to a minimum depth of 3.5 feet. The bottom of the root ball shall be cut off square and perpendicular to the trunk below the major root system.
- D. The Contractor shall not free-fall, drag, roll or abuse the tree or put a strain on the crown (bud area) at any time. A protective device shall be used around the trunk of the tree while lifting and relocating so as not to injure the bud, or scar or skin the trunk in any way.
- 2.5 PLANTING SOIL
- A. Planting Soil as used in this specification means the soil at the planting site, or imported as modified and defined in specification Section Planting Soil. If there is no Planting Soil specification, the term Planting Soil shall mean the soil at the planting site within the planting hole.
- 2.6 MULCH
- A. Mulch shall be “Walk on” grade, coarse, ground, from tree and woody brush sources. The size range shall be a minimum (less than 25% or less of volume) fine particles 3/8 inch or less in size, and a maximum size of individual pieces (largest 20% or less of volume) shall be approximately 1 to 1-1/2 inch in diameter and maximum length approximately 4 to 8". Pieces larger than 8 inch long that are visible on the surface of the mulch after installation shall be removed.
1. It is understood that mulch quality will vary significantly from supplier to supplier and region to region. The above requirements may be modified to conform to the source material from locally reliable suppliers as approved by the Owner’s Representative.
- B. Submit supplier’s product specification data sheet and a one gallon sample for approval.
- 2.7 TREE STAKING AND GUYING MATERIAL
- A. Tree guying to be flat woven polypropylene material, 3/4 inch wide, and 900 lb. break strength. Color to be Green. Product to be ArborTie manufactured by Deep Root Partners, L.P. or approved equal.
- B. Stakes shall be lodge pole stakes free of knots and of diameters and lengths appropriate to the size of plant as required to adequately support the plant.
- C. Below ground anchorage systems to be constructed of 2 x 2-dimensional untreated wood securing (using 3 inch long screws) horizontal portions to 4 feet long vertical stakes driven straight into the ground outside the root ball.
- D. Submit manufacturer’s product data for approval.

2.8 TREE BARK PROTECTOR

- A. Tree Bark Protectors shall be black extruded resin mesh, 4 inches in diameter, 5 feet long. As manufactured by Industrial Netting, Minneapolis, MN, USA or approved equal.
- B. Fasten the split side of the Tree Bark Protector together in three places with black plastic tape.
- C. Submit manufacturers’ product data for approval.

PART 3— EXECUTION

3.1 SITE EXAMINATION

- A. Examine the surface grades and soil conditions to confirm that the requirements of the Specification Section – Planting Soil - and the soil and drainage modifications indicated on the Planting Soil Plan and Details (if applicable) have been completed. Notify the Owner’s Representative in writing of any unsatisfactory conditions.

3.2 DELIVERY, STORAGE AND HANDLING

- A. Protect materials from deterioration during delivery and storage. Adequately protect plants from drying out, exposure of roots to sun, wind or extremes of heat and cold temperatures. If planting is delayed more than 24 hours after delivery, set plants in a location protected from sun and wind. Provide adequate water to the root ball package during the shipping and storage period.
1. All plant materials must be available for observation prior to planting.
2. Using a soil moisture meter, periodically check the soil moisture in the root balls of all plants to assure that the plants are being adequately watered. Volumetric soil moisture shall be maintained above wilting point and below field capacity for the root ball substrate or soil.
- B. Do not deliver more plants to the site than there is space with adequate storage conditions. Provide a suitable remote staging area for plants and other supplies.
1. The Owner’s Representative or Contractor shall approve the duration, method and location of storage of plants.
- C. Provide protective covering over all plants during transporting.

3.3 PLANTING SEASON

- A. Planting shall only be performed when weather and soil conditions are suitable for planting the materials specified in accordance with locally accepted practice. Install plants during the planting time as described below unless otherwise approved in writing by the Owner’s Representative. In the event that the Contractor request planting outside the dates of the planting season, approval of the request does not change the requirements of the warranty.

3.4 ADVERSE WEATHER CONDITIONS

- A. No planting shall take place during extremely hot, dry, windy or freezing weather.

3.5 COORDINATION WITH PROJECT WORK

- A. The Contractor shall coordinate with all other work that may impact the completion of the work.
- B. Prior to the start of work, prepare a detailed schedule of the work for coordination with other trades.
- C. Coordinate the relocation of any irrigation lines, heads or the conduits of other utility lines that are in conflict with tree locations. Root balls shall not be altered to fit around lines. Notify the Owner’s Representative of any conflicts encountered.

LAYOUT AND PLANTING SEQUENCE

- A. Relative positions of all plants and trees are subject to approval of the Owner’s Representative.
- B. Notify the Owner’s Representative, one (1) week prior to layout. Layout all individual tree and shrub locations. Place plants above surface at planting location or place a labeled stake at planting location. Layout bed lines with paint for the Owner’s Representative’s approval. Secure the Owner’s Representative’s acceptance before digging and start of planting work.
- C. When applicable, plant trees before other plants are installed.
- D. It is understood that plants are not precise objects and that minor adjustments in the layout will be required as the planting plan is constructed. These adjustments may not be apparent until some or all of the plants are installed. Make adjustments as required by the Owner’s Representative including relocating previously installed plants.

3.7 SOIL PROTECTION DURING PLANT DELIVERY AND INSTALLATION

- A. Protect soil from compaction during the delivery of plants to the planting locations, digging of planting holes and installing plants.
1. Where possible deliver and plant trees that require the use of heavy mechanized equipment prior to final soil preparation and tilling. Where possible, restrict the driving lanes to one area instead of driving over and compacting a large area of soil.
2. Till to a depth of 6 inches, all soil that has been driven over during the installation of plants.

3.8 SOIL MOISTURE

- A. Volumetric soil moisture level, in both the planting soil and the root balls of all plants, prior to, during and after planting shall be above permanent wilting point and below field capacity for each type of soil texture within the following ranges.

Soil type	Permanent wilting point	Field capacity
Sand, Loamy sand, Sandy loam	5-8%	12-18%
Loam, Sandy clay, Sandy clay loam	14-25%	27-36%
Clay loam, Silt loam	11-22%	31-36%
Silty clay, Silty clay loam	22-27%	38-41%

1. Volumetric soil moisture shall be measured with a digital moisture meter. The meter shall be the Digital Soil Moisture Meter, DSMMS00 by General Specialty Tools and Instruments, or approved equivalent.
- B. The Contractor shall confirm the soil moisture levels with a moisture meter. If the moisture is too high, suspend planting operations until the soil moisture drains to below field capacity.

3.9 INSTALLATION OF PLANTS: GENERAL

- A. Observe each plant after delivery and prior to installation for damage of other characteristics that may cause rejection of the plant. Notify the Owner’s Representative of any condition observed.
- B. No more plants shall be distributed about the planting bed area than can be planted and watered on the same day.
- C. The root system of each plant, regardless of root ball package type, shall be observed by the Contractor, at the time of planting to confirm that the roots meet the requirements for plant root quality in Part 2 Products: Plants General: Plant Quality. The Contractor shall undertake at the time of planting, all modifications to the root system required by the Owner’s Representative to meet these quality standards.
1. Modifications, at the time of planting, to meet the specifications for the depth of the root collar and removal of stem girdling roots and circling roots may make the plant unstable or stress the plant to the point that the Owner’s Representative may choose to reject the plant rather than permitting the modification.
2. Any modifications required by the Owner’s Representative to make the root system

conform to the plant quality standards outlined in Part 2 Products: Plants General: Quality, or other requirements related to the permitted root ball package, shall not be considered as grounds to modify or void the plant warranty.

3. The resulting root ball may need additional staking and water after planting. The Owner’s Representative may reject the plant if the root modification process makes the tree unstable or if the tree is not healthy at the end of the warranty period. Such plants shall still be covered under the warranty
4. The Contractor remains responsible to confirm that the grower has made all required root modifications noted during any nursery observations.

- D. Container and Boxed Root Ball Shaving: The outer surfaces of ALL plants in containers and boxes, including the top, sides and bottom of the root ball shall be shaved to remove all circling, descending, and matted roots. Shaving shall be performed using saws, knives, sharp shovels or other suitable equipment that is capable of making clean cuts on the roots. Shaving shall remove a minimum of one inch of root mat or up to 2 inches as required to remove all root segments that are not growing reasonably radial to the trunk.

- E. Exposed Stem Tissue after Modification: The required root ball modifications may result in stem tissue that has not formed trunk bark being exposed above the soil line. If such condition occurs, wrap the exposed portion of the stem in a protective wrapping with a white filter fabric. Secure the fabric with biodegradable masking tape. DO NOT USE string, twine, green nursery ties or any other material that may girdle the trunk if not removed.

- F. Excavation of the Planting Space: Using hand tools or tracked mini-excavator, excavate the planting hole into the Planting Soil to the depth of the root ball measured after any root ball modification to correct root problems, and wide enough for working room around the root ball or to the size indicated on the drawing or as noted below.
1. For trees and shrubs planted in soil areas that are NOT tilled or otherwise modified to a depth of at least 12 inches over a distance of more than 10 feet radius from each tree, or 5 feet radius from each shrub, the soil around the root ball shall be loosened as defined below or as indicated on the drawings.
- a. The area of loosening shall be a minimum of 3 times the diameter of the root ball at the surface sloping to 2 times the diameter of the root ball at the depth of the root ball.
- b. Loosening is defined as digging into the soil and turning the soil to reduce the compaction. The soil does not have to be removed from the hole, just dug, lifted and turned. Lifting and turning may be accomplished with a tracked mini excavator, or hand shovels.
2. If an auger is used to dig the initial planting hole, the soil around the auger hole shall be loosened as defined above for trees and shrubs planted in soil areas that are NOT tilled or otherwise modified.
3. The measuring point for root ball depth shall be the average height of the outer edge of the root ball after any required root ball modification.
4. If motorized equipment is used to deliver plants to the planting area over exposed planting beds, or used to loosen the soil or dig the planting holes, all soil that has been driven over shall be tilled to a depth of 6 inches.
- G. For trees to be planted in prepared Planting Soil that is deeper than the root ball depth, compact the soil under the root ball using a mechanical tamper to assure a firm bedding for the root ball. If there is more than 12 inches of planting soil under the root ball excavate and tamp the planting soil in lifts not to exceed 12 inches.
- H. Set top outer edge of the root ball at the average elevation of the proposed finish. Set the plant plumb and upright in the center of the planting hole. The tree graft, if applicable, shall be visible above the grade. Do not place soil on top of the root ball.

- I. The Owner’s Representative may request that plants orientation be rotated when planted based on the form of the plant.
- J. Backfill the space around the root ball with the same planting soil or existing soil that was excavated for the planting space. See Specification Section Planting Soil, for requirements to modify the soil within the planting bed.
- K. Brace root ball by tamping Planting Soil around the lower portion of the root ball. Place additional Planting Soil around base and sides of ball in six-inch (6") lifts. Lightly tamp each lift using foot pressure or hand tools to settle backfill, support the tree and eliminate voids. DO NOT over compact the backfill or use mechanical or pneumatic tamping equipment. Over compaction shall be defined as greater than 85% of maximum dry density, standard proctor or greater than 250 psi as measured by a cone penetrometer when the volumetric soil moisture is lower than field capacity.
1. When the planting hole has been backfilled to three quarters of its depth, water shall be poured around the root ball and allowed to soak into the soil to settle the soil. Do not flood the planting space. If the soil is above field capacity, allow the soil to drain to below field capacity before finishing the planting. Air pockets shall be eliminated and backfill continued until the planting soil is brought to grade level.

- L. Where indicated on the drawings, build a 4 inch high, level berm of Planting Soil around the outside of the root ball to retain water. Tamp the berm to reduce leaking and erosion of the saucer.
- M. Thoroughly water the Planting Soil and root ball immediately after planting.
- N. Remove all nursery plant identification tags and ribbons as per Owner’s Representative instructions. The Owner’s Representative’s seals are to remain on plants until the end of the warranty period.
- O. Remove corrugated cardboard trunk protection after planting.
- P. Follow additional requirements for the permitted root ball packages.

3.10 PERMITTED ROOT BALL PACKAGES AND SPECIAL PLANTING REQUIREMENTS

- A. The following are permitted root ball packages and special planting requirements that shall be followed during the planting process in addition to the above General planting requirements.

B. BALLED AND BURLAPPED PLANTS

1. After the root ball has been backfilled, remove all twine and burlap from the top of the root ball. Cut the burlap away; do not fold down onto the Planting Soil.
2. If the plant is shipped with a wire basket that does not meet the requirements of a “Low Rise” basket, remove the top 6 - 8 inches of the basket wires just before the final backfilling of the tree.
3. Earth root balls shall be kept intact except for any modifications required by the Owner’s Representative to make root package comply with the requirement in Part 2 Products.

- C. CONTAINER (INCLUDES BOXED AND ABOVE-GROUND FABRIC CONTAINERS) PLANTS
1. This specification assumes that most container plants have significant stem girdling and



Park Avenue Streetscape
Prepared for Town of Lake Park
Lake Park, Florida

SEAL:

NAME

LA

REVISIONS

12/14/2022 60% HARDSCAPE CONCEPT

Park Avenue Landscape Plan

SCALE | AS SHOWN

DRAWN | KB/JR

CHECKED BY | HPH

FILE | G210-21 - LPSStreetscape - LA

DATE | 2021-09-20

L1.08

circling roots, and that the root collar is too low in the root ball.

2. Remove the container.
3. Perform root ball shaving as defined in Installation of Plants: General above.
4. Remove all roots and substrate above the root collar and the main structural roots according to root correction details so root system conforms to root observations detail.
5. Remove all substrate at the bottom of the root ball that does not contain roots.
6. Using a hose, power washer or air excavation device, wash out the substrate from around the trunk and top of the remaining root ball and find and remove all stem girdling roots within the root ball above the top of the structural roots.

3.11 GROUND COVER, PERENNIAL AND ANNUAL PLANTS

- A. Assume that soil moisture is within the required levels prior to planting. Irrigation, if required, shall be applied at least 12 hours prior to planting to avoid planting in muddy soils.
- B. Assume that soil grades in the beds are smooth and as shown on the plans.
- C. Plants shall be planted in even, triangularly spaced rows, at the intervals called out for on the drawings, unless otherwise noted. The first row of Annual flower plants shall be 6 inches from the bed edge unless otherwise directed.
- D. Dig planting holes sufficiently large enough to insert the root system without deforming the roots. Set the top of the root system at the grade of the soil.
- E. Schedule the planting to occur prior to application of the mulch. If the bed is already mulched, pull the mulch from around the hole and plant into the soil. Do not plant the root system in the mulch. Pull mulch back so it is not on the root ball surface.
- F. Press soil to bring the root system in contact with the soil.
- G. Spread any excess soil around in the spaces between plants.
- H. Apply mulch to the bed being sure not to cover the tops of the plants with or the tops of the root ball with mulch.
- I. Water each planting area as soon as the planting is completed. Apply additional water to keep the soil moisture at the required levels. Do not over water.

3.12 PALM PLANTING

- A. Palm trees shall be placed at grade making sure not to plant the tree any deeper in the ground than the palm trees originally stood.
- B. The trees shall be placed with their vertical axis in a plumb position.
- C. All backfill shall be native soil except in cases where planting in rock. Water-settle the back fill.
- D. Do not cover root ball with mulch or topsoil.
- E. Provide a watering berm at each palm. Berms shall extend a minimum of 18 inches out from the trunk all around and shall be a minimum of (6) inches high.
- F. Remove twine which ties fronds together after placing palm in planting hole and securing it in the upright position.

3.13 STAKING AND GUYING

- A. Do not stake or guy trees unless specifically required by the Contract Documents, or in the event that the Contractor feels that staking is the only alternative way to keep particular trees plumb.
 1. The Owner's Representative shall have the authority to require that trees are staked or to reject staking as an alternative way to stabilize the tree.
 2. Trees that required heavily modified root balls to meet the root quality standards may become unstable. The Owner's Representative may choose to reject these trees rather than utilize staking to temporarily support the tree.
- B. Trees that are guys shall have their guys and stakes removed after one full growing season or at other times as required by the Owner's Representative.
- C. Tree guying shall utilize the tree staking and guying materials specified. Guying to be tied in such a manner as to create a minimum 12-inch loop to prevent girdling. Refer to manufacturer's recommendations and the planting detail for installation.
 1. Plants shall stand plumb after staking or guying.
 2. Stakes shall be driven to sufficient depth to hold the tree rigid.
- D. For trees planted in planting mix over waterproofed membrane, use dead men buried 24 inches to the top of the dead man, in the soil. Tie the guy to the dead man with a double wrap of line around the dead man followed by a double half hitch. When guys are removed, leave the dead men in place and cut the guy tape 12 inches above the ground, leaving the tape end covered in mulch.

3.14 TREE BARK PROTECTION

- A. For all street trees in commercial areas where indicated on the drawings, apply a Tree Bark Protector to each tree.

3.15 STRAIGHTENING PLANTS

- A. Maintain all plants in a plumb position throughout the warranty period. Straighten all trees that move out of plumb including those not staked. Plants to be straightened shall be excavated and the root ball moved to a plumb position, and then re-backfilled.
- B. Do not straighten plants by pulling the trunk with guys.

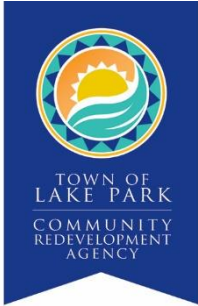
3.16 INSTALLATION OF FERTILIZER AND OTHER CHEMICAL ADDITIVES

- A. Do not apply any soluble fertilizer to plantings during the first year after transplanting unless soil test determines that fertilizer or other chemical additives is required. Apply chemical additives only upon the approval of the Owner's Representative.
- B. Controlled release fertilizers shall be applied according to the manufacturer's instructions and standard horticultural practices.

3.17 PRUNING OF TREES AND SHRUBS

- A. Prune plants as directed by the Owner's Representative. Pruning trees shall be limited to addressing structural defects as shown in details; follow recommendations in "Structural Pruning: A Guide For The Green Industry" published by Urban Tree Foundation, Visalia CA.
- B. All pruning shall be performed by a person experienced in structural tree pruning.
- C. Except for plants specified as multi-stemmed or as otherwise instructed by the Owner's Representative, preserve or create a central leader.
- D. Pruning of large trees shall be done using pole pruners or if needed, from a ladder or hydraulic lift to gain access to the top of the tree. Do not climb in newly planted trees. Small trees can be structurally pruned by laying them over before planting. Pruning may also be performed at the nursery prior to shipping.
- E. Remove and replace excessively pruned or malformed stock resulting from improper pruning that occurred in the nursery or after.
- F. Pruning shall be done with clean, sharp tools.
- G. No tree paint or sealants shall be used.

- END OF SECTION 32 9300



Community Redevelopment Agency Agenda Request Form

Meeting Date: October 18, 2023

Agenda Item No.

Agenda Title: October 4, 2023 Special Call Community Redevelopment Agency Meeting Minutes.

☐ SPECIAL PRESENTATION/REPORT ☒ **CONSENT AGENDA**
☐ OLD BUSINESS ☐ NEW BUSINESS
☐ OTHER:

Approved by Executive Director: John D'Agostino

Digitally signed by John D'Agostino
DN: cn=John D'Agostino, o=Town
of Lake Park, ou=Town Manager,
email=jdagostino@lakeparkflorida.
gov, c=US
Date: 2023.10.09 15:52:36 -04'00'

Date: _____

Laura Weidgans, Deputy Town Clerk

Originating Department: Agency Clerk	Costs: \$ 0.00 Funding Source: Acct. # ☐ Finance _____	Attachments: Meeting Minutes
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case <u>LW</u> Please initial one.

Recommended Motion: I move to approve the October 4, 2023 Special Call Community Redevelopment Agency Meeting Minutes.



Lake Park Town Commission, Florida

Special Call Community Redevelopment Agency

Meeting Minutes

Wednesday, October 04, 2023 at 6:30 PM

Commission Chamber, Town Hall, 535 Park Avenue, Lake Park, FL 33403

Roger Michaud	—	Chair
Kimberly Glas-Castro	—	Vice-Chair
John Linden	—	Agency Member
Carmen Rodriguez	—	Agency Member
Mary Beth Taylor	—	Agency Member
Judith Thomas	—	Agency Member
Henry K. Stark	—	Agency Member
John O. D'Agostino	—	Executive Director
Thomas J. Baird, Esq.	—	Agency Attorney
Vivian Mendez, MMC	—	Agency Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the Town Commission, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Town Clerk's office by calling 881-3311 at least 48 hours in advance to request accommodations.

CALL TO ORDER/ROLL CALL

6:34 P.M.

PRESENT

Chair Roger Michaud

Vice-Chair Kimberly Glas-Castro

Board Member John Linden

Board Member Carmen Rodriguez

Board Member Mary-Beth Taylor

Board Member Judith Thomas

Board Member Henry Stark

PLEDGE OF ALLEGIANCE

Led by Mr. Terrance Davis

SPECIAL PRESENTATION/REPORT:

NONE

PUBLIC COMMENT:

This time is provided for addressing items that do not appear on the Agenda. Please complete a comment card and provide it to the Agency Clerk so speakers may be announced. Please remember comments are limited to a TOTAL of three minutes.

NONE

EXECUTIVE DIRECTOR/BOARD MEMBER COMMENTS:

NONE

CONSENT AGENDA:

Staff requested that item 2 - Resolution 77-10-23 be pulled from the Consent Agenda, to be placed on a future agenda.

Motion made to approve item 1 and 3 from the Consent Agenda by Board Member Stark, Seconded by Board Member Taylor.

Voting Yea: Chair Michaud, Vice-Chair Glas-Castro, Board Member Linden, Board Member Rodriguez, Board Member Taylor, Board Member Thomas, Board Member Stark

1. September 20, 2023 Special Call Community Redevelopment Agency Meeting Minutes
2. Resolution 77-10-23 Authorizing and Directing its Chairman to Execute an Agreement with West Construction, Inc., for the Provision of Labor, Materials and Equipment Associated with the Park Avenue Downtown District Streetscape Improvement Project.
3. Resolution 78-10-23 Authorizing and Directing its Chairman to Execute an Agreement with Brandano Displays, Inc., to Provide Downtown District Holiday Display Services.

NEW BUSINESS:

NONE

AGENCY MEMBER REQUESTS:

NONE

ADJOURNMENT:

6:36 P.M.

Motion made to adjourn by Board Member Stark, Seconded by Board Member Taylor.

Voting Yea: Chair Michaud, Vice-Chair Glas-Castro, Board Member Linden, Board Member Rodriguez, Board Member Taylor, Board Member Thomas, Board Member Stark

FUTURE MEETING DATE: The next scheduled Community Redevelopment Agency Meeting will be conducted on October 18, 2023.

Chair, Roger D. Michaud

Town Clerk, Vivian Mendez, MMC

Deputy Town Clerk, Laura Weidgans

Town Seal

Approved on this _____ of _____, 2023