



## Florida Department of Transportation

RICK SCOTT  
GOVERNOR

605 Suwannee Street  
Tallahassee, FL 32399-0450

ANANTH PRASAD, P.E.  
SECRETARY

January 29, 2013

Monica Gourdine  
Program Operations Engineer  
Federal Highway Administration  
545 John Knox Road, Suite 200  
Tallahassee, Florida 32303

Re: Office of Design, Specifications  
Section **580**  
Proposed Specification: **5800000 Landscaping.**

Dear Ms. Gourdine:

We are submitting, for your approval, two copies of the above referenced Supplemental Specification.

These changes were proposed by Rudy Powell of the State Construction Office to clarify the party responsible during the establishment period and change how failure to perform during the establishment period is handled.

Please review and transmit your comments, if any, within two weeks. Comments should be sent via email to SP965TT or [trey.tillander@dot.state.fl.us](mailto:trey.tillander@dot.state.fl.us).

If you have any questions relating to this specification change, please call me at 414-4140.

Sincerely,

Signature on file

V. Y. "Trey" Tillander, III, P.E.  
State Specifications Engineer

TT/dt

Attachment

cc: Florida Transportation Builders' Assoc.  
State Construction Engineer

**LANDSCAPE INSTALLATION.**(REV ~~11/21-14153728-29-1213~~)

SECTION 580 (Pages 766 - 768) is deleted and the following substituted:

**SECTION 580  
LANDSCAPING ~~INSTALLATION~~****580-1 Description.**

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

**580-2 Responsible Party.**

*Prior to any landscaping being delivered to or installed on the project, the Contractor shall designate in writing to the Engineer a Responsible Party to install and establish the landscaping throughout the life of the project and during the establishment period. Failure to timely designate the Responsible Party will result in the Contractor being the Responsible Party.*

*All personnel performing services are under the sole responsibility and supervision of the Responsible Party as defined in this Section.*

*When the Responsible Party is a subcontractor, the subcontractor must be pre-qualified with the Department in the work class of landscaping. The Contractor and the proposed subcontractor must execute and deliver to the Department a form, provided by the Department, prior to or concurrent with the Contractor's request to sublet any landscape work, stipulating that the subcontractor assumes all responsibility as the Responsible Party.*

**580-2.3 Materials.****580-23.1 Plants:**

*580-3.1.1 Sizes: Small plants includes all ground covers, shrubs to less than 7 gallon, trees to less than 7 gallon, clustering type palms less than 6 foot overall height, cycads to less than 7 gallon, and incidentals landscaping.*

*Large plants include shrubs 7 gallon or greater, trees 7 gallon or greater, all single trunk palms, and clustering type palms 6 foot overall height and greater, ~~eyeads~~ 7 gallon or greater, and all Sabal palms.*

[Rudy1]

**580-23.1.1.2 Grade Standards and Conformity with Type and Species:**

Only use nursery grown plant materials purchased from Florida based Nurseryman Stock that comply with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants."

Unless otherwise specified, minimum grade for all plants is Florida No. 1 or better. All plants must be the specified size and grade at the time of delivery to the site and the minimum grade maintained throughout the ~~project construction~~ *plant installation* period and plant establishment period.

Use only plants that are true to type and species and ensure that the plants not specifically covered by Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general

acceptance by Florida nurseries. Prior to planting, ~~furnish certification to the Engineer~~ *certify to the Engineer* that all plant materials have been purchased from Florida based Nurseryman Stock.

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

**580-23.1.23 Inspection and Transporting:** Move nursery stock in accordance with all Federal and State regulations and accompany each shipment with the required inspection certificates for filing with the Engineer.

**580-23.2 Water:** Meet the requirements of Section 983.

**580-23.3 Mulching:** Use of cypress mulch *is* prohibited.

#### **580-3-4 Installation Planting Requirements.**

**580-34.1 Delivery:** All materials must be available for inspection before installation and will be subject to approval or rejection.

**580-34.2 Layout:** Mark proposed *mowing limits*, planting beds and individual locations of trees and palms as shown in the Contract Documents for *the Engineer's* review, prior to excavation or planting. ~~The Engineer may request to review all proposed construction and maintenance practices before the start of the operations.~~

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

**580-34.3 Soil Drainage:** All planting holes and beds must drain sufficiently prior to installing any plants. Immediately notify the Engineer of drainage or percolation problems before plant installation.

**580-3.4 Planting Installation of Plants:** ~~For installation of the plants as identified in the Contract Documents, comply with~~ *Meet* the requirements of the Design Standards, Index No. 544.

~~Personnel performing these services are under the sole responsibility and supervision of the Contractor and must be competent, experienced, and skilled in all aspects of the required landscape installation and establishment practices.~~

**580-3.5 Establishment. Contractor's Responsibility for Condition of the Plantings:** *The establishment periods are defined as one year after installation of all small plants and incidentals landscaping and two years after installation of all large plants. final acceptance. Provide the Engineer with seven calendar days advance notice of completing installation of all small and large plants. The establishment period will begin upon acceptance of the complete installation of small and large plants respectively, by the Engineer. [Rudy2] Upon completion of installation of small and large plants, the Responsible Party shall certify on a form provided by the Department that the landscaping has been installed and is being established in accordance with the Contract Documents.*

~~Until final acceptance and~~ *During the establishment period.* ~~Begin maintenance of all plants immediately after each planting.~~

Keep all plants *undamaged*, watered, fertilized, mulched, pruned, and staked and guyed as necessary to assure specified minimum grade of Florida No. 1.

~~throughout the duration of the project construction period and establishment period. During the establishment period,~~ *Keep* the individual planting locations and planting beds free of litter and undesirable vegetation.

*Keep landscape bed lines correctly located and edged, and the mulch groomed and replenished.*

*Operate and maintain all components of any irrigation system installed as part of the Contract.*

*Continue any mowing of the landscape areas specified in the Contract Documents.*

### **580-6 Inspection and Reporting Requirements.**

~~Before final acceptance, the Responsible Party shall certify monthly on a form provided by the Department that the landscaping has been installed and is being established per the Contract Documents.~~

*During the establishment period, the Responsible Party shall inspect and certify monthly on a form provided by the Department that the landscaping is being established per the Contract Documents.*

~~Ensure that the plants are maintained so that they are healthy, vigorous, and undamaged throughout the duration of the project construction period and establishment period. For the duration of the establishment period, operate and maintain in good operating condition, all components of any irrigation system installed in compliance with the Contract Documents.~~

~~During the establishment period, replace any plants that fall below specified minimum grade. Use replacement plants of the same species, size and planting medium as the plant being replaced and as specified in the Contract Documents.~~

*In addition, during the establishment period, a Registered Landscape Architect acting as the Responsible Party's Landscape Quality Control representative shall perform quarterly inspections of the landscaping.*

~~Information in the inspection report shall include, as a minimum, the following:~~

**580-3.6 Inspection Requirements:** ~~Certify monthly, on a form provided by the Department, that the plants have been installed and are being maintained per the Contract Documents. A Registered Landscape Architect acting as the Contractor's Landscape Quality Control representative will oversee the establishment period.~~

~~The Contractor's Landscape Quality Control representative must perform quarterly inspections of planting areas and submit findings in report form to the Department. Information to be included in inspection report from the Contractor's Quality Control representative must include as a minimum the following:~~

~~\_\_\_\_\_ Date of inspection~~

~~\_\_\_\_\_ Description of project~~

~~\_\_\_\_\_ Location of inspection~~

~~\_\_\_\_\_ Weather conditions~~

~~\_\_\_\_\_ Condition of plants - identify by species, location, and number of plants that are no longer the specified minimum *grade*.~~

~~\_\_\_\_\_ Condition of planting beds *and adjoining areas* (including mulching, mowing, turf, edges, bedlines, weeding, weeds, fertilizing, watering, and staking and guying), if applicable~~

~~\_\_\_\_\_ *Condition and operation of the irrigation system, if applicable*~~

~~\_\_\_\_\_ *Responsible Party's response, action, and schedule*~~

~~\_\_\_\_\_ Other comments~~

\_\_\_\_\_  
Signature and seal of Contractor's Landscape Quality Control representative

\_\_\_\_\_  
Submit the ~~certified~~ inspection *form or* report to the Engineer within seven calendar days after performing the inspection. ~~Any corrections to the inspection report must be revised/corrected and resubmitted within three calendar days after notification by the Engineer.~~ Any deficiencies noted on the inspection *form or* report must be corrected *before the next monthly inspection and certification.* ~~within ten days of notification from the Department~~

\_\_\_\_\_  
*The Department may perform inspections to verify the landscaping is being established in accordance with the Contract Documents. Any deficiencies noted during the Department's inspection must be corrected before the next monthly inspection and certification.* ~~Periodic, random verifications will be performed by the Department to ensure the quality of the plants and correctness of the certified landscape inspection report. Any unresolved disputes that arise between the quality control reporting and the verifications performed by the Department will be referred to the Statewide Disputes Review Board.~~

### **580-7 Remedial Work.**

*The Responsible Party shall perform all necessary remedial work at no cost to the Department. Use replacement plants of the same species and planting medium as the plant being replaced and as specified in the Contract Documents. Replacement plant size must match the size of the adjacent grown-in plants of the same species and variety which may be larger than the initially installed size. Approval of remedial work does not relieve the Responsible Party from continuing responsibility under the provisions of this Section.*

*Upon completion of the establishment period, the Engineer will release the Responsible Party from further remedial work and responsibility provided all plants meet the requirements of 580-5 and all previous remedial work, if any, has been completed to the satisfaction of the Engineer. Remove staking and guying from all plants.*

~~\_\_\_\_\_  
During the establishment period, the Responsible Party shall perform all necessary remedial work described in this Section at no cost to the Department. Use replacement plants of the same species and planting medium as the plant being replaced and as specified in the Contract Documents. Replacement plant size must match the size of the adjacent grown-in plants of the same species and variety which may be larger than the initially installed size.~~

~~\_\_\_\_\_  
Any disputes regarding the adequacy of the remedial work will be resolved by the Statewide Disputes Review Board. Approval of remedial work does not relieve the Responsible Party from continuing responsibility under the provisions of this Specification.~~

~~\_\_\_\_\_  
Upon completion of the establishment period, the Engineer will release the Responsible Party from further remedial work and responsibility provided all plants meet the requirements of 580-5 and all previous remedial work, if any, has been completed to the satisfaction of the Engineer. Remove staking and guying from all plants.~~

### **580-84 Disposal of Surplus Materials and Debris.**

Remove from the jobsite any surplus ~~excavated~~ material ~~from plant holes~~ unless otherwise directed by the Engineer. Surplus is defined as material not needed after installation of plants per Contract Documents. Upon commencement of the plant installation, remove daily all landscape installation debris from the landscape locations described in the Contract Documents. ~~Remove all excess staking and guying materials from the jobsite.~~

**580-9 Statewide Disputes Review Board.**

*The Statewide Disputes Review Board in effect for this Contract will resolve any disputes that may arise involving administration and enforcement of the establishment period. The Responsible Party and the Department acknowledge that use of the Statewide Disputes Review Board is required, and the determinations of the Statewide Disputes Review Board for disputes heard by this Board will be binding on both the Responsible Party and the Department, with no right of appeal by either party.*

**580-10 Responsible Party's Failure to Perform.**

*Should the Responsible Party fail to timely and satisfactorily perform any remedial work associated with landscaping during the establishment period, the Department will suspend, revoke or deny the Responsible Party's certificate of qualification under the terms of Section 337.16(42)(2c), Florida Statutes, for a minimum of 6 months or until the remedial work has been satisfactorily performed, whichever is longer. Should the Responsible Party choose to challenge the Department's notification of intent for suspension, revocation or denial of qualification and the Department's action is upheld, the Responsible Party will have its qualification suspended for an additional minimum of 6 months.*

*The remedial work is not an obligation of the Contractor's bond required by Section 337.18, Florida Statutes.*

**580-5 Plant Establishment Period and Contractor's Warranty.**

~~Take responsibility for the proper maintenance, survival and condition of all plants for a period of one year after final acceptance in accordance with 5-11. Notify the Engineer upon completion of installation of all plants.~~

~~Mowing as part of the landscape work will be identified in the Contract Documents. Continue any mowing of the landscape areas specified in the Contract Documents throughout the establishment period.~~

~~As a condition precedent to final acceptance in accordance with 5-11, provide a Warranty/Maintenance Bond to the Department in the amount of the total sums bid for all landscape items as evidence of warranty during this plant establishment period. The cost of the bond will not be paid separately, but will be included in the costs of other bid items.~~

~~In addition to satisfying the provisions of Section 287.0935, Florida Statutes, the bonding company is required to have an A.M. Best rating of "A" or better. If the bonding company drops below the "A" rating during the Warranty/Maintenance Bond period, provide a new Warranty/Maintenance Bond for the balance of the establishment period from a bonding company with an "A" or better rating. In such event, all costs of the premium for the new Warranty/Maintenance Bond will be at the Contractor's expense.~~

~~The Engineer may conduct interim inspections of all landscape items during the plant establishment period, as well as at the end of the plant establishment period. As part of the warranty to the Department, and at no cost to the Department, replace all plants found not to meet minimum specifications as shown in 580-2.1.1 and 580-3.5 within ten days after each inspection.~~

~~Prior to the end of the establishment period and after plant establishment has been verified, remove all staking and guying from the project.~~

~~At the end of the establishment period, the Engineer will release the Contractor from further warranty work and responsibility provided all plants are established and all previous warranty and remedial work, if any, has been completed to the satisfaction of the Engineer.~~

**580-116 Method of Measurement.**

The quantities to be paid for will be the items shown in the Contract Documents, completed and accepted.

**580-712 Basis of Payment.**

Price and payment will be full compensation for all work and materials specified in this Section.

**LANDSCAPE INSTALLATION.****(REV 1-29-13)**

SECTION 580 (Pages 766 - 768) is deleted and the following substituted:

**SECTION 580  
LANDSCAPING****580-1 Description.**

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

**580-2 Responsible Party.**

Prior to any landscaping being delivered to or installed on the project, the Contractor shall designate in writing to the Engineer a Responsible Party to install and establish the landscaping throughout the life of the project and during the establishment period. Failure to timely designate the Responsible Party will result in the Contractor being the Responsible Party.

All personnel performing services are under the sole responsibility and supervision of the Responsible Party as defined in this Section.

When the Responsible Party is a subcontractor, the subcontractor must be pre-qualified with the Department in the work class of landscaping. The Contractor and the proposed subcontractor must execute and deliver to the Department a form, provided by the Department, prior to or concurrent with the Contractor's request to sublet any landscape work, stipulating that the subcontractor assumes all responsibility as the Responsible Party.

**580-3 Materials.****580-3.1 Plants:**

**580-3.1.1 Sizes:** Small plants includes all ground covers, shrubs to less than 7 gallon, trees to less than 7 gallon, clustering type palms less than 6 foot overall height, cycads to less than 7 gallon, and incidental landscaping.

Large plants include shrubs 7 gallon or greater, trees 7 gallon or greater, all single trunk palms, and clustering type palms 6 foot overall height and greater.

**580-3.1.2 Grade Standards and Conformity with Type and Species:** Only use nursery grown plant materials purchased from Florida based Nurseryman Stock that comply with all required inspection, grading standards, and plant regulations in accordance with the latest edition of the Florida Department of Agriculture's "Grades and Standards for Nursery Plants."

Unless otherwise specified, minimum grade for all plants is Florida No. 1 or better. All plants must be the specified size and grade at the time of delivery to the site and the minimum grade maintained throughout the plant installation period and plant establishment period.

Use only plants that are true to type and species and ensure that the plants not specifically covered by Florida Department of Agriculture's "Grades and Standards for Nursery Plants" conform in type and species with the standards and designations in general acceptance by Florida nurseries. Prior to planting, certify to the Engineer that all plant materials have been purchased from Florida based Nurseryman Stock.

A minimum of two plants of each species on each shipment must be shipped with tags stating the botanical nomenclature and common name of the plant. Should

discrepancies between botanical nomenclature and common name arise, the botanical name will take precedence.

**580-3.1.3 Inspection and Transporting:** Move nursery stock in accordance with all Federal and State regulations and accompany each shipment with the required inspection certificates for filing with the Engineer.

**580-3.2 Water:** Meet the requirements of Section 983.

**580-3.3 Mulching:** Use of cypress mulch is prohibited.

#### **580-4 Installation.**

**580-4.1 Delivery:** All materials must be available for inspection before installation and will be subject to approval or rejection.

**580-4.2 Layout:** Mark proposed mowing limits, planting beds and individual locations of trees and palms as shown in the Contract Documents for the Engineer's review, prior to excavation or planting.

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

**580-4.3 Soil Drainage:** All planting holes and beds must drain sufficiently prior to installing any plants. Immediately notify the Engineer of drainage or percolation problems before plant installation.

**580-3.4 Planting:** Meet the requirements of the Design Standards, Index No. 544.

#### **580-5 Establishment.**

The establishment periods are defined as one year after installation of all small plants and incidental landscaping and two years after installation of all large plants. Provide the Engineer with seven calendar days advance notice of completing installation of all small and large plants. The establishment period will begin upon acceptance of the complete installation of small and large plants respectively, by the Engineer. Upon completion of installation of small and large plants, the Responsible Party shall certify on a form provided by the Department that the landscaping has been installed and is being established in accordance with the Contract Documents.

During the establishment period:

Keep all plants undamaged, watered, fertilized, mulched, pruned, and staked and guyed as necessary to assure specified minimum grade of Florida No. 1.

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

Keep landscape bed lines correctly located and edged, and the mulch groomed and replenished.

Operate and maintain all components of any irrigation system installed as part of the Contract.

Continue any mowing of the landscape areas specified in the Contract Documents.

#### **580-6 Inspection and Reporting Requirements.**

During the establishment period, the Responsible Party shall inspect and certify monthly on a form provided by the Department that the landscaping is being established per the Contract Documents.

In addition, during the establishment period, a Registered Landscape Architect acting as the Responsible Party's Landscape Quality Control representative shall perform quarterly inspections of the landscaping. Information in the inspection report shall include, as a minimum, the following:

- Date of inspection
- Description of project
- Location of inspection
- Weather conditions
- Condition of plants - identify by species, location, and number of plants that are no longer the specified minimum grade.
- Condition of plant beds and adjoining areas (including mulch, turf, edges, bedlines, weeds, and staking and guying), if applicable
- Condition and operation of the irrigation system, if applicable
- Responsible Party's response, action, and schedule
- Other comments
- Signature and seal of Contractor's Landscape Quality Control representative

Submit the inspection form or report to the Engineer within seven calendar days after performing the inspection. Any deficiencies noted on the inspection form or report must be corrected before the next monthly inspection and certification.

The Department may perform inspections to verify the landscaping is being established in accordance with the Contract Documents. Any deficiencies noted during the Department's inspection must be corrected before the next monthly inspection and certification.

#### **580-7 Remedial Work.**

The Responsible Party shall perform all necessary remedial work at no cost to the Department. Use replacement plants of the same species and planting medium as the plant being replaced and as specified in the Contract Documents. Replacement plant size must match the size of the adjacent grown-in plants of the same species and variety which may be larger than the initially installed size. Approval of remedial work does not relieve the Responsible Party from continuing responsibility under the provisions of this Section.

Upon completion of the establishment period, the Engineer will release the Responsible Party from further remedial work and responsibility provided all plants meet the requirements of 580-5 and all previous remedial work, if any, has been completed to the satisfaction of the Engineer. Remove staking and guying from all plants.

#### **580-8 Disposal of Surplus Materials and Debris.**

Remove from the jobsite any surplus material unless otherwise directed by the Engineer. Surplus is defined as material not needed after installation of plants per Contract Documents. Upon commencement of the plant installation, remove daily all landscape installation debris from the landscape locations described in the Contract Documents.

#### **580-9 Statewide Disputes Review Board.**

The Statewide Disputes Review Board in effect for this Contract will resolve any disputes that may arise involving administration and enforcement of the establishment period. The Responsible Party and the Department acknowledge that use of the Statewide Disputes Review Board is required, and the determinations of the Statewide Disputes Review Board for

disputes heard by this Board will be binding on both the Responsible Party and the Department, with no right of appeal by either party.

**580-10 Responsible Party's Failure to Perform.**

Should the Responsible Party fail to timely and satisfactorily perform any remedial work associated with landscaping during the establishment period, the Department will suspend, revoke or deny the Responsible Party's certificate of qualification under the terms of Section 337.16(2)(c), Florida Statutes, for a minimum of 6 months or until the remedial work has been satisfactorily performed, whichever is longer. Should the Responsible Party choose to challenge the Department's notification of intent for suspension, revocation or denial of qualification and the Department's action is upheld, the Responsible Party will have its qualification suspended for an additional minimum of 6 months.

The remedial work is not an obligation of the Contractor's bond required by Section 337.18, Florida Statutes.

**580-11 Method of Measurement.**

The quantities to be paid for will be the items shown in the Contract Documents, completed and accepted.

**580-12 Basis of Payment.**

Price and payment will be full compensation for all work and materials specified in this Section.