

5800000 LANDSCAPING  
COMMENTS FROM INTERNAL/INDUSTRY REVIEW

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Comments: (11-16-12)

Hmmm? The trees and bushes must be dying somewhere! I see the words "contractor must certify" and "contractor must complete this or that form" all this for a 1 year warranty. Let's try to simplify the paperwork. Seems to me we sign the contract that should be the certification and eliminate all forms. Also recently we were issued a "DL" because we were out on a project during the Holiday watering the sod and plants. How can we fix that problem? Why don't they take the landscaping out of our contract (where possible) and set up a DBE set aside to do all landscaping after we leave? I don't think I like any of this.

Response: The establishment period is an existing requirement that continues to be a part of the Specification. The Department has received input from landscape contractors, consultants and construction personnel that the long term success of landscaping is directly correlated to a successful establishment period. Inspections and corresponding documentation are needed to ensure that successful establishment is achieved.

Work during holiday periods is addressed on the project level. Removing landscaping from Construction contracts is being explored.

No changes made.

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Bill Sears  
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Comments: (12-4-12)

In 580-6, what type of seal are we requesting from the Quality Control representative as referenced in "Signature and seal of Contractor's Landscape Quality Control representative"?

Response: A Registered Landscape Architect's signature and seal.

No changes made.

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Trey Tillander  
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Comments: (12-4-12)

**1. 580-3.1.1 Sizes:** What are incidentals?

*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.*

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

Response: Incidentals refers to incidental landscape work such as overall bed preparation, mulch, etc. Changes made.

2. 580-3.1.1, 2<sup>nd</sup> paragraph: Suggested changes are highlighted.

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

Response: Agree. Sabal palms are single trunk palms and text will be deleted  
Change made.

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Comments: (12-5-12)

I foresee some ambiguity on the beginning of the establishment period in **580-3.5**. It will now start after installation. It used to start at final acceptance. Can there be a form signed by FDOT and the Contractor which establishes the completion of installation (one for small and one for large plants) so the local Warranty Coordinator can track the establishment periods. The Warranty Coordinator will now have to know the FA date for other Warranty items, the date of completion of installation of small plants and the date of completion of installation of large plants. Perhaps there could be a CPAM chapter on Landscaping to provide guidance to PAs, Warranty Coordinators, Residents and District Landscape Architects on ~~their~~ *their* roles and provide form references on Landscaping.

Response: Agree. The contractor must inform the Engineer at least seven days prior to completion of installation of plant material. Once the Contractor completes the installation, he certifies that the landscaping has been installed and is being established per the Contract Documents. Upon acceptance of the installation by the Engineer, the establishment period begins.

Changes made.

A new CPAM chapter on warranty is being developed and the notification process for landscaping will be specified.

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Comments: (12-5-12)

**1. Section 580-6 Installation and Reporting Requirements**–The second last paragraph requires that deficiencies be fixed prior to the next monthly inspection and certification. This does not address the portion of the establishment period that has quarterly reviews.

Response: The distinction is made between form and report. The Responsible party provides a form and the RLA provides a report. All deficiencies reported in either document must be remedied before the next inspection by the Responsible party. The same deficiency should never be noted for back to back months.

No changes made.

**2. Section 580-6 Installation and Reporting Requirements**–The last paragraph indicates that

the FDOT may perform inspections to verify that the responsible party is maintaining the landscaping but there is no indication that the responsible party must fix any deficiencies found or a time frame for the repairs.

Response: Agree, sentence added to state that any correction must be performed prior to the next monthly inspection and certification.

**3. Responsible Party's Failure to Perform**—Since landscaping is so infrequent on our projects, the penalty of not being able to do FDOT work for 6 months is not really a punishment. We also have had landscaping contractors that have done work on our projects only once due to our stricter requirements on plant grading and maintenance. The scenario of a subcontractor being named a responsible party and then not doing any maintenance at all is quite real and there would be little if any penalty and no means to fix the problem. Consequently, the maintaining agency for the landscaping (likely a city or county) will not sign off on the project.

Response: Please see response to #4 below.

**4. Responsible Party's Failure to Perform**—I strongly object to removing the bond requirement of this specification. It is the only means of fixing any landscaping issues if the responsible party is not interested in doing further FDOT work. In addition the enforcement of the certification suspension looks good on paper but in practice this is seldom used on prime contractors even when warranted. I do not have much faith that FDOT is willing to 'sink' a business just because there may be some landscaping that needs to be fixed.

Response: The bond is being removed due to District and Industry feedback. The warranty bond only provided money and the Districts were put in the position of having to start the landscaping all over again under a new contract. The Department wants established landscaping, not an insurance policy.

Failure to perform would be enforced on the Responsible party, who may or may not be the Prime Contractor. No changes made.

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Steven King  
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Comments: (12-7-12)

1. I think you want to cite the Florida Statute Section as 337.16(2), or alternatively 337.16(2)(c), not 337.16(d)(2). In the statute, the "d" actually is a subsection of section (1) above it.

Response: ~~This language is identical to other value added Specs but will be reviewed and changed if necessary~~ This will be changed to 337.16(2)(c).  
Change made.

2. It appears the Department will suspend a certificate of qualification for 6 months for failure to perform remedial work. If the responsible party challenges that suspension and loses, are we saying they will face a total of 12 months suspension? Six added months just for challenging? If that is the intent, have you run that by the General Counsel's office up your way. I may be missing something but I'm having a hard time finding justification for added suspension just for challenging the initial suspension in the statute.

Response: This language is identical to other value added Specs but will be reviewed and

changed if necessary.  
No change made.

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Comments: (12-10-12)

As much as I sincerely appreciate your willingness to increase the duration of the establishment period for the large plants, I remain concerned about having two maintaining agencies working in the same time and place. Will the irrigation system be available to the contractor responsible for the large plants, or will the irrigation system be available to the contractor responsible for the small plants?

The DLAs and I have been considering a change in the definition of Large Plants that more closely reflects the Department's BOLD landscape program. We plan to finalize our recommendation at the January 23 DLA meeting in Orlando.

Response: Agree; two agencies working in the same place is a concern but can be achieved through coordination between parties. The irrigation system will be installed as detailed in the Plans regardless of plant size. The Contractor will determine when the irrigation system will be available for watering based on his sequence of construction. Prior to final acceptance, the Contractor may choose to begin the establishment period for large or small plants upon completion of installation and approval from the Engineer. If the irrigation system is installed then the Contractor is responsible for operating and maintaining the system as part of establishment.

No changes made.

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Comments: (12-17-12)

**1. 580-2 Responsible Party:**

Shouldn't the 'responsible party' be determined earlier than 'prior to landscape being delivered? Perhaps at the pre-con?

Response: No, the Responsible Party does not need to be determined earlier because the minimum grade requirements begin at delivery.

No changes made.

**2. 580-3 Materials:**

Not sure why plant size is based on the installation size as opposed as the mature plant size. A #3 gallon Pine tree is a small plant, but a #7 gallon Viburnum is a large plant. Perhaps all plants that grow up to 8' tall should be 'small' and all that grow larger than this should be 'large'? Also Cycads are rarely used any more due to pest problems; they do not need a separate category - could include them with shrubs.

Response: This language is based on the current definitions of large and small plants in the Basis of Estimates Manual. Currently the definition of large and small plants is not a subject of this

change. However, the Department is willing to address this concern if a new definition can be determined.

Agree with Cycads comment, particularly if they are no longer used. Text will be deleted.  
Change made.

### **3. 580-3.1.2 Grade Standards and Conformity with Type and Species:** (2<sup>nd</sup> paragraph)

Consider removing 'construction period'. If a plant shocks after installation and falls below #1 grade, the contractor should be allowed to try to get it to recover before acceptance and the beginning of establishment period.

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 period and~~ plant establishment period.

Response: This Specification change will allow the Contractor to begin the establishment period once all of the large and small plants are installed, respectively. Once installation is complete and accepted by the Engineer, the establishment period will begin; the Contractor does not have to wait for final acceptance before the establishment period starts. "Construction period" changed to "installation period" to clarify.

Change made.

### **4. 580-4.1 Delivery:**

Inspection where? At the nursery or is "on-site" allowed?

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

Response: The Specification does not specify a location but minimum grades and standards apply when the plants arrive on-site.

No change made.

### **5. 580-4.3 Soil Drainage:**

This section could be expanded to define what is considered 'sufficient'. What are some typical solutions and who is expected to pay for these 'extra measures'.

**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.

Response: Solutions to any problems encountered in the field and how they are paid for will be determined by the Contractor and the Engineer.

No changes made.

### **6. 580-5 Establishment:**

Although I like this idea, it could lead to problems with different time frames. What happens when you need to impact shrubs to replace a tree during the second year? Large, 'BOLD VISION' type trees and palms definitely need 2 years to get established, but small plants do not!

—————**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 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 or large plants. The establishment period will begin upon acceptance of the complete installation of small or large plants by the Engineer.* [Rudy1]

*During installation ~~Until~~ and ~~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, K*~~ 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.*

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

Response: The Department currently tracks different time frames for several value added items. A CPAM chapter is being developed to provide guidance. Any small plants damaged after their establishment period ends must be remedied according to 7-11 Preservation of Property. No changes made.

#### **7. 580-5 Establishment:**

Add, "... or as noted in the Contract Documents", at the end of this sentence. This will allow the RLA to specify 'extra measures' such as, fertilizer, amendments, special pruning, etc. VERY IMPORTANT!

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

Response: The sentence states "as necessary". This is a performance specification so prescriptive requirements should be avoided in the Plans.

No changes made.

#### **8. 580-6 Inspection and Reporting Requirements:**

What form?

##### ***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..*~~

Response: Form is under development.

No changes made.

**9. 580-6 Inspection and Reporting Requirements:**

Can we add, 'When possible these inspections shall be conducted jointly with the Engineer or Department Representative'? This will help ensure concurrence with the inspection results.

*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.*

Response: The Engineer can inspect and participate in the inspections at any time.  
No changes made.

**10. Remedial Work:**

Add, "except when otherwise agreed to by the Engineer" to the last sentence.

***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.***

Response: We have received several comments requesting we add this proposed language. Staking and guying should not be needed if the plant is established.  
No changes made.

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Comments: (12-21-12)

**1. 580.5:** I am concerned about the 2 different acceptances and establishment times. The way it is written you have an acceptance for the small plants and a 1 year establishment and then an acceptance for the large plants with a 2 year establishment. That is going to be very confusing and keeps the contractor on the hook for a long time and lots of quarterly LA reports. The department and contractor has a hard enough time tracking one project with one final acceptance date.

I think if you are able to penalize the contractor the way that is set out in these specs. the establishment period should remain the complete project for 1 year not 2 years. I know that some experts say that large trees need more time to establish but keep in mind that there is a lag time between when the plants are installed and when the project is accepted. In larger projects, plants could be in ground and maintained for several months before being accepted and the 1 year establishment starting. Keep in mind that large trees are typically what is installed first on a project.

When you get into separating acceptances and warranties on the same project it is going to get confusing and hard to monitor.

Response: Under the current revision, the establishment period for both large and small plants would begin upon completion of installation and would not be tied to final acceptance of the project. This allows the Contractor the ability to phase the construction to plant early and minimize the establishment period after final acceptance.  
No changes made.

**2. 580.6:** I like the changes. One suggestion is possibly allowing an LA and/or Arborist to perform the quarterly reports. Arborists are also very qualified at assessing landscape quality and possible deficiencies.

In paragraph 5 of Section 580.6 I think the Department should be present at the 2nd quarterly and final quarterly so there is no miscommunication. Instead of "The Department may perform inspections to verify the landscaping" I would like to see that the "Department will be present at the 2nd and 4th quarter LA reports with a representative of the Responsible Party to verify the landscaping".

I think you are definitely on the right track and I appreciate you providing me the opportunity to comment on the changes. You are definitely making the program better.

Response: This will be reviewed and any internal process will be handled in the CPAM.  
No changes made.

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Comments: (12-26-12)

If you have a yearlong job and it says that I need to do a form "Before final acceptance" that sounds to me like I could do one on the last month of the job only. That should say "After initial planting starts". I think that the proper form number should be added to the spec not just "form provided by the Department". In the past we have used form 700-011-10 but that is for a quarterly inspection. Is there one for a monthly inspection? See rewrite below.

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

*~~Before final acceptance,~~ After initial planting starts and through the establishment period, the Responsible Party shall certify monthly on ~~a form provided by the Department~~ 700-??-?? 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.*

Response: There are no forms required during installation. Once installation is complete and accepted the establishment period starts, requiring monthly inspections documented on a form and quarterly inspections documented in a report.

Changes made to clarify.

Typically, form numbers are not provided in the Specifications since numbers sometimes change which creates the need for additional spec. changes.

No changes made.

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**1. 580-2 Responsible Party.**

The statement "*Failure to timely designate the Responsible Party will result in the Contractor being the Responsible Party*" should read that the Prime Contractor is the responsible party (period). The Prime Contractor is the one that is under contract with the Department.

Response: Article 1-3 of the Standard Specifications defines Contractor as "the individual, firm, joint venture, or company contracting with the Department to perform the work."  
No changes made.

**2. 580-2 Responsible Party. (3<sup>rd</sup> paragraph)**

*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.*

We can still stipulate that the sub contractor be pre-qualified in landscaping. Wouldn't the maintenance bond be in the prime's name or is that no longer required?

Response: The warranty bond will not be required any longer. Enforcement will be handled by pulling the Responsible Party's qualifications to bid work for the Department.  
No changes made.

**3. 580-3.5 Establishment. (1<sup>st</sup> paragraph)**

*The establishment periods are defined as one year after installation of all small plants and incidentals 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 or large plants. The establishment period will begin upon acceptance of the complete installation of small or large plants by the Engineer.*

The establishment period should begin after final acceptance of the project.

Response: Landscape installation may be completed prior to final acceptance, especially on long duration projects. These changes allow the Contractor to minimize the establishment period after final acceptance.  
No changes made.

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Comments: (12-27-12)

***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.*

**1. 580-10, 1<sup>st</sup> sentence:**

The project engineer's that I spoke to have concerns about this section. We will need some direction from SCO so we can be CPR. Are we to refer a contractor for suspension after one failure? Or do we start the VW, DWL, DL process and move to the suspension after that? Also, worst case scenario, we have a contractor who gets suspended right away, and figures he may as well abandon the job.

Response: Contractor prequalification is handled by the State Construction Office. Notify the State Construction Office of any deficiency noted during an establishment period inspection that is not corrected by the next monthly inspection. Guidance will be provided in a CPAM warranty chapter.

No changes made.

**2. 580-10, 2<sup>nd</sup> paragraph:**

What do we do next? (I have had this happen twice.) Also, after the last inspection, how much time do they have to perform any remaining remedial work?

Response: Please see response above. Article 580-7 (2<sup>nd</sup> paragraph) addresses the end of the establishment period. There should be no remedial work required at the end of the establishment period. If remedial work is needed, the Engineer may continue the obligation of the Responsible Party.

No changes made.

**3. 580-5, 1<sup>st</sup> paragraph, last sentence:**

**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 and two years after installation of all large plants. Provide the Engineer with seven calendar days advance notice of completing installation of all small or large plants. The establishment period will begin upon acceptance of the complete installation of small or large plants by the Engineer.*

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

I think that I understand the intent of this, but I am not sure how we would ever track this. On small projects, it would be a hassle but I think we could use as-builts and spreadsheets to keep track. On larger projects, especially interchanges where work is spread out and there are thousands of trees, I don't know how we would keep track. And to complicate it, any replacement material would be on a different time table? Did the authors have an idea about how to handle this? Years ago we debated this same issue and ideas were floated such as different color ribbon (tree tape) but they can be lost or "exchanged". My experience has been that a Contractor will get a load of one type of tree, and they will plant throughout a project, then he will get another species, and plant them throughout resulting in a mixed palette of trees, but also mixed areas of different establishment dates. Would we at least limit it to one big group of accepted material per month or would we potentially have 365 different establishment dates? I understand that it's really the Contractor's responsibility to track, not mine, but if we don't track it, how will we know if they are replacing material before the next month's inspection date or not?

*Response: Under this Specification, the establishment period will not begin until all plants of either large or small size are installed. The establishment period clock does not reset if a plant needs to be replaced but continues on the original time frame.  
No changes made.*

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Comments: (1-11-13)

**1. 580-2 Responsible Party:** Suggest not going this direction. The Responsible Party should be the prime. Consider that if the Landscape sub is assigned as responsible party the worst that could happen is they lose their pre-qualification to bid. In D4 our landscaping is done as part of another project so there is no need for the landscape sub to be pre-qualified so there's little to lose for non-performance. I know Industry will oppose this but I see little incentive for a sub to comply otherwise.

*Response: Refer to the last paragraph of Article 580-2. Any subcontractor designated as a responsible must be prequalified for landscaping work.  
No changes made.*

**2. 580-2 Responsible Party:** If we continue in this direction then please provide a specific time in the contract when contractor provides the Responsible Party designation such as x days after contract award. In lieu of saying "timely" state that failure to furnish this designation by the date will result in the contractor being the responsible party.

*Response: Refer to first paragraph of Article 580-2. Responsible party must be named before any landscaping material is delivered to the site. Failure to name a responsible party results in the Prime Contractor maintaining that responsibility.  
No changes made.*

**3. 580-3.1 Plants:** Recommend against differentiating between Small and Large plants based on gallon size. Can we develop a definition of tree (Large) vs. plant (Small/everything else) for the laymen? This is suggested because later in the spec. we call out a one year warranty for Small and 2 year warranty for Large. In any event we are insuring there will be two maintaining entities working on a project at the same time which will be a potential for disputes if something happens to the material.

Response: These definitions for large and small plants are taken from the Basis of Estimates Manual which designers use to quantify the landscaping under the correct pay item. Please propose a new definition of large and small plants for consideration.  
No changes at this time.

**4. 580-4.1 Delivery:** Add the following sentence;“Allow the Engineer to inspect all material at the nursery prior to shipping to the project if the nursery is within 50 miles of the project”

Response: The plants either meet the minimum criteria when they arrive at the project site or they do not.  
No changes made.

**5. 580-4.2 Layout:** Recommend not providing mowing limits. The plans should already include a table for mowing.

Response: This language allows for mowing limits associated with new landscaping installation. Any table for mowing found in the Plans will not include proposed landscape areas.  
No changes made.

**6. 580-4.3 Soil Drainage:** Add the following text;“Failure to notify the Engineer will result in replacement at no cost of all material that fails to survive due to inadequate soil percolation or drainage problems.”

Response: The responsible party must already replace all materials that fail to survive.  
No change made.

**7. 580-5 Establishment:** Recommend against two separate warranty periods based on size of material as mentioned earlier. Recommend against starting establishment prior to final acceptance due to the added tracking of these activities.

Response: The benefits of allowing the Contractor to“choose”the beginning of the establishment periods based on construction sequencing outweigh the tracking of two dates—the installation of small and large plants.  
No changes made.

**7. 580-5 Establishment:** Suggest the first sentence in this section be:“Begin maintenance of all plants immediately and continuously after planting until the completion of establishment periods as follows?”

“Keep all plants *undamaged*,” Suggest clarification is needed to except third party damage, vs any other damage after final acceptance. If Establishment is going to be changed to start at completion of installation then I think we need to make it clear in the spec. as to what the responsibilities are after FA vs prior to FA.

Response: Responsibility for the plants is the same regardless of the Final Acceptance date.

No changes made.

**7. 580-5 Establishment:** “Operate and maintain all components of any irrigation system.” Clarify that this is only irrigation systems installed under the contract.

Response: Agree.  
Change made.

**8. 580-6 Inspection and Reporting Requirements:** What purpose is served by requiring monthly certs? What happens if they don't certify or miss a month(s)? The Failure to Perform only covers remedial work during the warranty. Suggest that this cert. is useless and the proof is in the condition of the product during the inspections.

Response: Documentation is a key component of enforcing the requirements of the Specification.  
No changes made.

**9. 580-7 Remedial Work:** Suggest considering the following scenario: Dead/dying material is discovered during the last quarter. In this case do we want to give the Dept. the discretion to extend the warranty as to those specific plants for an additional X months?

Response: That discretion is provided in the last paragraph of 580-7.  
No changes made.

**10. 580-7 Remedial Work:** Suggest modifying last sentence to read “Remove staking and guying from all plants, except as directed by the Engineer?”

Response: Staking and guying should not be needed if the plant is established.  
No changes made.

**11. 580-9 Statewide Disputes Review Board:** Is the failure to perform as discussed in 580-10 a subject that can be brought to the SWDRB? If so and the contractor receives a favorable outcome, should this be addressed below?

**580-10 Responsible Party's Failure to Perform:** Is the additional 6 months of suspension intended to be beyond the initial 6 months or until remedial work is complete, whichever is longer? I am assuming the Department would hold the initial suspension until after the challenge is heard. If the intent is to suspend for 12 months, or until remedial work is complete, whichever is longer, this may need to be explained in more detail. If this is truly the case, my only concern would be that the incentive for the contractor with the “whichever is longer” clause will be to wait to do remediation until the 12<sup>th</sup> month. For some smaller contractors, being on suspension for 12 months may put them out of business and then the remedial work may not be done at all. The point of this comment is to ask the questions?: Is the purpose of this strictly punitive? Do we expect the contractor as a result of this will do any remedial work once they have been disqualified from bidding or are we at a point that we don't care?

Response: This language is the same for all Value Added Specifications. The language will be reviewed.  
No changes at this time.

**13. 580-5 Establishment:** Suggestion on Landscape Establishment: Thinking outside the box, can we execute two contracts out of one letting and one FM when a project includes landscaping? The first contract would be for all work including Landscaping items. The second

contract would be for plant establishment. The contractor would still submit one bid. We would explain to bidders that we would divide their bid into two contracts. We will execute a second contract for landscaping establishment. The value of the second contract would be equal to a 10%?? of their landscape items. This would be stated up front in the bid documents. As an example: if the 580 items bid total is \$500k, the main contract would be the total bid amount less \$50k. The second contract would be for \$50k. 10% is an arbitrary number for the example, I don't know what the real value would be. To the extent that a contractor may want to bid \$1 for all 580 items , we could establish a minimum value for the second contract in the bid documents. The second contract: Time will begin at completion of all planting or final acceptance (whichever way CO decides) and will be one year duration. As an alternative, create a pay item for the plant establishment to be bid in the proposal and include that amount in the second contract in the same manner as above.

Response: New ideas for addressing landscaping are always welcome and will be discussed and vetted. Thank you for the ideas. At this time, the Department needs to move forward with the proposed changes.

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