

LANDSCAPE DESIGN AND ASSOCIATES/MILFORD DDA

Annual Right-of-Way and Gardening Contract

This Agreement is made between the Village of Milford Downtown Development Authority (DDA), a municipal corporation, whose address is 1100 Atlantic Street, Milford, MI 48381 and Landscape Design & Associates (Contractor), LLC, 4239 Timberview Drive, Howell, MI 48843. In consideration of the mutual promises set forth herein, it is agreed as follows:

A. Services. The Contractor shall perform for the DDA, in a good and workmanlike manner as described in in the DDA Municipal Landscape Maintenance, dated January 19, 2023 and amended February 10, 2023 attached hereto and by reference made a part hereof.

B. Location. As depicted on the Map (attached). This item was part of the bidding materials. The areas of work include:

- Exhibit D.2, Southside: [Intersection of Main and Huron](#)
- Exhibit D.3, Southside: [West Side Treebeds, between Huron and Water Street](#)
- Exhibit D.6, [Commerce Road](#), See attached.
- Exhibit D.7, [Heritage Wheel Garden](#)
- Exhibit D.8, [Mill Valley & Flat Iron Center](#)

C. Payment. DDA agrees to pay the Contractor the sum of \$13,750.00, for the work performed under Exhibit A of this Agreement which is the maintenance of the flowers. This bid is comprised of the Contractor's amount of the bid for full performance of this Agreement. DDA agrees to pay the Contractor at the rate of \$2,291.66 per month commencing on May 1, 2023 through November 1, 2023. All payments are to be processed through the DDA account with the Village of Milford. Payment checks are to be issued by the Village of Milford in the ordinary course of business so as to comply as closely as possible with the schedule and with the normal public payment policies.

D. Term. The term of this Agreement shall be for a period commencing on the date of execution and terminating on September 30, 2023

E. Termination upon Default. The DDA reserves the right to cancel this portion of the Contract or any part thereof for reasons specified in Article II (1).

PROVISIONS OF CONTRACT

1. Time is of the Essence. Contract recognized that time is of the essence. This is a beautification project undertaken by the DDA and requires prompt, continuous, efficient performance by the Contractor.

2. Equipment and Materials. The Contractor shall furnish all necessary equipment and materials required in performing said services. Water source is to be provided by the Village. Village will provide and install annual flower baskets in addition to removing the annual flower baskets upon contract completion.

3. **Schedule of Work.** The Contractor shall perform said services during the hours designated by the DDA and shall, in any event, so perform the said services so as to avoid interference with Village events, inconvenience to the DDA and its personnel and interference with the DDA's operations, including maintenance and improvement work performed by the Village of Milford, its employees or contractors.
4. **Supervision.** The Contractor shall maintain a regular, systematic inspection routine of said premises by its supervisory employees to the end that the services enumerated herein shall be performed in a good and workmanlike manner at all times.
5. **Compliance with Laws.** The Contractor shall act as an Independent Contractor.
6. **Release and Indemnity.** The Contractor agrees to assume all risk of loss and to indemnify and hold the DDA, its officers, agents and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorney's and witnesses' fees, and expenses incident thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property (including property of the DDA) arising out of or in connection with this Agreement unless caused by the gross negligence or willful misconduct of the DDA, its officers, agents or employees. In the event that any demand or claim is made or suit is commenced against the DDA, the DDA shall give prompt written notice thereof the Contractor and Contractor shall have the right to compromise or defend the same to the extent of its own interest.
7. **Insurance and Miscellaneous Matters.** The Contractor shall, for the period of this Agreement, carry and maintain in full force and effect, insurance as set forth in the bidding documents.
8. **Extra Work.** If the DDA and Contractor agree that the Contractor shall perform additional work no covered by this Agreement, then such work shall be paid for in cash by the DDA at an amount as agreed to between the DDA and the Contractor on the next ensuing payment date.
9. **Assignment or Subletting.** This Agreement shall not be assigned or sublet by the Contractor without the prior written consent of the DDA.
10. **Independent Contractor.** The Contractor for all purposes is an Independent Contractor in every way.
11. **Governing Law.** The terms and provision of this Agreement shall be construed in accordance with the laws of the State of Michigan.
12. **Coordination with other Contractors and with Village crews.** The Contractor agrees to coordinate her efforts with the Village of Milford, maintenance crews and with other village maintenance efforts so as to achieve maximum efficiency and minimum interference between the different entities and maintenance efforts. Any overlaps in services shall be properly reported to the DDA.
13. **Notices.** All notices given or so sent hereunder shall be sent by United States mail, postage prepaid, addressed to the respective party at the address set forth on the signature page hereof, or to such other addresses that the parties shall designate in writing from time to time.

14. Breach by Contractor. The DDA reserves the right to cancel this contract in whole or in part as to unperformed portion thereof and as to any sub-section, at any time in the event of a default or violation by the Contractor of any of the terms or provision of this Agreement. If such occurs, the compensation of the Contractor shall be adjusted accordingly.

15. Signing. Each person who signs this agreement on behalf of the Contractor warrants that she does so with the full and legal authority to execute this Agreement on behalf of the Contractor. This Agreement is executed by the Executive Director of the Village of Milford Downtown Development Authority, pursuant to standard practices.

16. **Fuel Surcharge.** If, during the contract period, the price of fuel increases above \$4.25 per gallon, the Contractor may add a fuel surcharge to the billing invoice for an amount over that price. The fuel surcharge will be calculated based on the U.S. Energy Information Administration's (EIA) index for fuel prices in the Michigan area. This information may be found at <https://www.eia.gov/state/?sid=MI>. The fuel surcharge adjustment will be factored on a Base Price of (insert fuel price listed with the EIA for the week the bid was submitted). The surcharge is for actual miles driven. Vehicle mileage allowance is (insert fuel economy of vehicle) miles per gallon of fuel. The formula for determining the surcharge is: Number of Miles x (Weekly Price – Base Price) (Insert fuel economy of vehicle) miles per gallon. The DDA may in its sole discretion audit invoices, and Contractor shall promptly provide information as requested to verify mileage. If the price of fuel returns to or below the price as set in Contractor's original bid, the surcharge shall be eliminated.

**Landscape Design and Associates is not responsible for conditions that may develop to contract areas during the contract period that are outside of this contract. This may include and is not limited to: theft, vandalism, natural disasters, damage caused by animals and pest invasion.*

IN WITNESS WHEREOF, the parties have signed this Agreement on the date set opposite their name.

VILLAGE OF MILFORD

DOWNTOWN DEVELOPMENT AUTHORITY

Dated: 4/10/2023

By: Ann M. Barnette



Its: Executive Director

Dated: 4/15/2023

LANDSCAPE DESIGN & ASSOCIATES, LLC

By: Karleen Shafer

Its: Owner

EXHIBIT A
EXTERIOR LANDSCAPE MAINTENANCE SPECIFICATIONS

Site maintenance shall be conducted in conformance with these specifications. Contractor shall furnish all supervision, labor, materials, equipment and transportation required to maintain the landscape and irrigation system at all times throughout the term of this Agreement.

PART 1 - GENERAL

1.1 RELATED DOCUMENTS:

- A. Attention is directed to Bidding and Contract Requirements, and to General Conditions, hereby made a part of this Section.
- B. Exhibits B thru L are hereby made part of this section.

1.2 DESCRIPTION:

- A. This Agreement shall include the performance of the following services by Contractor:
 - 3.1 Plantings and Plant Bed Maintenance
 - ~~3.2 Lawn Maintenance~~
 - 3.3 Irrigation System Monitoring and Adjustment
- B. This contract shall only include areas specified in the adjoining contract.

1.3 SUBMITTALS:

- A. List of representative products used, trade name, and active ingredient.
- B. Proof of adequate insurance including pollution prevention coverage.
- C. List or number of State Certified Pesticide Applicators on staff and areas of certification. References – contact names and numbers.
 - 1. If replacement trees are approved by the owner the contractor shall provide photographs of representative material. Trees not meeting the quality of approved representative sample will be rejected.

1.4 PRODUCT HANDLING:

All fertilizer, herbicide, pesticides, and fungicide shall be stored by Contractor off site in a weatherproof storage and kept dry so its chemical or mechanical properties will not be impaired.

1.5 QUALITY ASSURANCE:

- A. Comply with sizing and grading standards of the latest edition of "American Standard for Nursery Stock." A plant shall be dimensioned as it stands in its natural position.
- B. All plants shall come from nurseries located in Zones 5, 6 and 7a of the USDA Hardiness Zone Map unless approved by the Owner.

- C. Such approval shall not impair the right of inspection and rejection upon delivery at the site or during the progress of the work.
 - D. Provide percolation testing by filling plant pits with water and monitoring length of time for water to completely percolate into soil. If pits do not drain at 1" per hour, notify Owner with recommendations for remedy.
 - E. Sod: Comply with American Sod Producers Association (ASPA) classes of sod materials.
 - F. Provide soil test information of all supplied topsoil:
 - 1. Tests shall include:
 - a. pH factor
 - b. Soluble Salts Level
 - c. Mechanical analysis (P.K. Ca. mg) and cation ratios
 - d. Percentage of organic content
 - e. Soil series classification
 - f. Clay content
 - g. Herbicide multi-residue test (MR-1) if topsoil from agricultural use
 - h. Available phosphorus
 - 2. Provide Owner with soil lab test reports and recommendations on type and quantity of additives required to establish satisfactory pH factor and to bring nutrients to satisfactory level for planting sustenance and include soil lab recommendations.
 - ~~G. Provide and pay for soil testing beginning in 2022 and every 2 years thereafter for planting bed and lawn areas as described in Sections 3.1.F and 3.2.H. All soil test collection testing and fertilizer recommendations shall be performed by a Michigan certified Arborist/Horticulturalist Expert. Provide certification qualifications.~~
 - H. All pest management for plantings as described in Section 3.1.G shall be performed by a Michigan certified Arborist/Horticulturalist Expert. Provide certification qualifications.
 - I. Pruning procedures shall meet or exceed ISA Tree Pruning Guidelines ANSI A300, tree, shrub, and other woody plant maintenance standards and ANSI 2133.1 safety standards.
 - J. An in-ground irrigation system is provided throughout most of the project areas. Refer to Exhibits for locations. It is the Contractor's responsibility to monitor and adjust the irrigation system to provide efficient coverage throughout the season, taking into consideration seasonal variations in water needs. The Milford DPS maintains the irrigation system. It is the contractor's responsibility to coordinate the irrigation operation with them.
- 1.6 JOB CONDITIONS:
- A. A walk-through of the grounds with the owner's representative at contract commencement is required to establish acceptance and guarantee of plant care. Upon acceptance, Contractor shall guarantee the care and keeping of such plants and shall replace, at its sole cost, any plants which, in Owner's sole discretion, need replacing. Plant damage caused by vandalism, winter snow operations, or misuse beyond Contractor's control shall be replaced at Owner's cost.
 - B. Throughout the day-to-day maintenance activities, the Contractor will monitor and notify the owner of any dying or dead plant material or plantings not exhibiting normal growth and vigor and provide the reason for plant failure, along with the location. The Contractor is to proceed with plant material replacements only after receiving owner's written authorization to proceed. Dead

or dying plant material shall be removed immediately upon approval with stumps ground down to 12" depth.

- C. All existing structures, overhead, underground utilities, irrigation system components and areas to be protected from damage by maintenance operations. Contractor is responsible to repair any damage at his expense.
- D. General pruning requirements and techniques outlined in this specification apply to all plantings. Pruning, except as specified herein, is not allowed.
- E. Areas damaged by Contractor's operations shall be repaired at his expense.
- F. Contractor will be responsible for irrigation damage resulting from Contractor's operations.
- G. The Contractor shall furnish all fertilizers, weed controls, and other landscape maintenance items necessary to provide a high standard of maintenance. Insecticides, fungicides, weed controls, etc. shall be nationally recognized brands used throughout the landscape profession, acceptable to the Owner, and delivered in containers clearly marked with product weight, chemical analysis, etc. Pesticide applications shall be made only by a certified pesticide applicator and applied only upon Owner's approval and with appropriate signage, barriers, etc. per manufacturer's recommendations in place.
- H. Restrict traffic from lawn areas until grass is established. Erect barriers and signs as required and coordinate with owner.

1.7 SAFETY:

Contractor is responsible for instructing Contractor's employees on the proper and legal safety practices in the completion of their work. All OSHA guides, with relation to this work, shall be followed.

1.8 GUARANTEE:

- A. Plant material shall be maintained in a plumb position, and in a healthy, vigorous growing condition. Plant material shall be kept free from diseases and insect infestation. Any plant loss due to poor or negligent maintenance practices is the responsibility of the Contractor and the expense involved to resolve the problem shall be the Contractor's.

Refer to Sections 1.6 A and 3.1 J.6 for guarantee and warranty of plant material replacements.

- B. Tree mulch rings and all planting beds shall be kept weed-free.
- C. The growth of broadleaf weeds and crabgrass shall be discouraged in all turf areas.

1.9 WORK FORCE:

Contractor shall furnish all labor required for the performance of services under this Agreement, as well as competent and qualified supervisory staff with experience in landscape maintenance. Supervisory staff must be able to communicate in English. It is important that the employees of the Contractor are wearing clean, uniform clothing that clearly indicates the Contractor's company name. Personnel shall, at all times, make a good appearance, be courteous to all visitors to the site. All equipment on site shall be in good condition and clean. Vehicles and equipment must

not drip oil or other liquids on pavement or lawns. Contractor will be responsible for all such actions and cleanup.

1.10 TIMING OF OPERATIONS:

Contractor must understand the nature of Owner's business in such a way as to not impact daily operations and business. Communication from the Contractor is of the utmost importance. The Owner reserves the right to reschedule all on-site operations of the Contractor should these operations pose any interference with festivals, special events or construction projects, etc. Typically, spring startup operations to occur no later than April 15th. Fall cleanup is to be completed no later than November 15th. Contractor to verify exact schedule with owner to adjust for seasonal conditions.

1.11 RESPONSE TIME:

All requests for service shall be handled promptly. Phone messages, emails and text messages shall be responded to within 24 hours, or earlier, as appropriate. The client shall be provided with the contact information for the project manager and crew supervisor who will be responsible for handling all requests.

PART 2 - PRODUCT (PERFORMANCE REQUIREMENTS)

2.1 MATERIALS:

- A. Plants - General: Provide plants typical of their species or variety; with densely developed branches and vigorous, fibrous root systems free of insects and diseases and have a fully developed form without voids and open spaces. Plants shall be lush, without dry foliage or root balls, free of defects, disfiguring knots, sunscald, wind burn, broken branches, frost cracks or abrasions.
1. Balled and burlapped plants shall have natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the "American Standard for Nursery Stock."
 2. Cracked or mushroomed balls will not be accepted.
 3. Trees to have clay or clay loam balls.
 4. Sandy loam or sandy balls will not be accepted.
 5. Plants planted in rows shall be matched in form, size, height and branching habit.
 6. Plants larger than those specified in the plant list may be used when acceptable to the Owner. If the use of larger plants is acceptable, increase the spread of roots or root ball in proportion to the size of the plant.
 7. No pruning wounds shall be present with a diameter of more than 1" and such wounds must show vigorous bark on all edges.
 8. Shrubs, perennials, ornamental grasses and ground covers shall meet the requirements for spread and height as requested by Owner.
- B. All single trunk deciduous trees (including specimen stock), shade or ornamental trees, shall have straight trunks of healthy condition without mechanical damage, splits, frost cracks, scars, free of insects or disease.
1. Trees must have a straight central leader through crown of tree.
 2. "V" crotch branching will not be accepted.
 3. Tree crown to be uniform, symmetrical, plumb and characteristic of species.

- C. All Evergreen trees (including specimen stock) shall have straight trunks of healthy condition without mechanical damage, splits, and frost cracks, scars, free of insects or disease.
1. Trees must have a straight central leader from base to top of tree.
 2. "V" crotch branching will not be accepted.
 3. Trees to be uniform, symmetrical and plumb.
 4. Trees must be unshered and fully branched to ground.
- D. Specimen Stock: All specimen designated plantings are to be nursery grown, fully developed, excellent quality and typical example of the species. Plants designated to be planted in rows must be matched, symmetrical and uniform in height, spread, caliper and branching density and shall be obtained from same nursery and, preferably, from same row or line. Landscape Contractor to tag specimen trees or shrubs at the source of supply. The Owner has option to inspect specimen selections at the source of supply or review photographs of the proposed specimen plants for approval.
- E. Container-Grown Stock: Grown in a container for sufficient length of time for the root system to have developed to hold its soil together, firm and whole.
1. No plants shall be loose in the container.
 2. Container stock shall not be root bound.
 3. The measurements for height shall be taken from the ground level to the average height of the top of the plant and not the longest branch.
 4. Single stemmed or thin plants will not be accepted.
 5. Side branches shall be generous, well twigged and the plant as a whole well bushed to the ground.
 6. Plants shall be in a moist, vigorous condition, free from dead wood, bruises or other root or branch injuries.
- F. Topsoil for Planting Mix: Supplied topsoil proposed for use must meet testing criteria results specified and conform to adjustments as recommended by soil test. Supplied topsoil shall be good quality, fertile, friable and similar in condition of on-site soils. It shall be capable of supporting vigorous plant growth and screened free of lumps, subsoil, noxious weeds or other foreign matter such as stones greater than 1" in diameter. Supplied soil pH to range between 5.0 and 7.5. Toxic levels of nutrients and/or high soluble salts are not acceptable. Topsoil shall contain not less than 3% and not greater than 10% organic matter. Clay content as determined by Bouyoucous Hydrometer Test shall range between 5 and 15 percent.
- G. Peat Moss: Brown to black in color, weed and seed free granulated raw peat.
- H. Planting Mixture Type A (for shrubs and ornamental grasses): Standard planting backfill shall be a mixture of 3/4 topsoil, 1/4 compost. Add fertilizer Type "A" or as indicated by soil tests to planting mixture per Arborist/Horticulturalist direction. Follow planting details.
- I. Planting Mixture Type B (for perennials, ground cover beds and ericaceous plants): Planting backfill shall be a mixture of 3/4 topsoil, 1/4 compost. Add fertilizer type "B" or as indicated by soil tests to mixture per Arborist/Horticulturalist direction. Follow planting details.
- J. Plant Fertilizer shall be:
1. Legal and acceptable in the local community of the project and shall not be harmful to the public or wildlife when applied per manufacturer's instructions.
 2. Slow-release, SCU or IBDU fertilizers for turf, flowerbeds, trees, shrubs and ground cover shall be used unless approved otherwise.

3. Turf, shrub, or tree fertilizer used shall contain no phosphate unless soil tests indicate soil is deficient in this nutrient.

Fertilizer Type A with micronutrients to be applied at a NPK ratio of 4-0-2. Fertilizer shall contain slow release forms of nitrogen unless indicated otherwise by owner's representative. Provide 1 lb. of actual nitrogen per 1,000 sf unless the soil test recommendations indicate otherwise.

Fertilizer Type B with micronutrients to be applied at a NPK ratio of 1-0-1. Fertilizer shall contain slow release forms of nitrogen unless indicated otherwise by owner's representative. Provide 1 lb. of actual nitrogen per 1,000 sf unless the soil recommendations indicate otherwise.

Fertilizer for established turf to be high quality, 4 month slow release fertilizer utilizing sulfated potash as potassium source with a NPK 3-0-2 ratio. Provide 2 lbs. actual nitrogen per 1,000 sf unless the soil recommendations indicate otherwise.

Fertilizer for new lawn areas: Use a 1-2-1 NPK ratio SGN 100-210 starter fertilizer that is non injurious to turf with a sustained release of nitrogen to provide 10–16 weeks of fertility. Phosphorus and potassium amendments shall be industry standard. If soil test results show adequate phosphorus and potassium then NPK ratio shall be amended to 3-1-2. Lower rate to 0.1 lb. N per week release, (see 3.2, H for application rates).

K. Pesticides, fungicides, and herbicides shall be:

1. Commercial grade, legal and acceptable in the local community of the project and shall not be harmful to the public or wildlife when applied per manufacturer's instructions.
2. Applied in accordance with local, state and national laws.
3. Applied in a manner consistent with the product labeling.
4. Applied only after notice and arrangements have been made with Owner and signage and barriers, if required, are in place.

Planting bed herbicides: Pre-emergent herbicide product containing 50% glyphosate isopropylamine active ingredient.

~~Lawn: Pre-emergent herbicide to contain 65% prodiamine active ingredient. Contractor to spot apply as needed after early spring site review. Post emergent herbicide product to be liquid form and have 16% quinclorac active ingredient. Contractor to spot apply as needed after summer site review.~~

L. "MyCor" Tree Saver Soil Conditioner manufactured by Plant Health Care, Inc., (800) 421-9051. Use for all tree and shrub species except for those not recommended by manufacturer.

M. Superphosphate: Composed of finely ground phosphate rock as commonly used for agricultural purposes containing not less than eighteen (18%) percent available phosphoric acid. Apply as required based upon soil test report.

N. Lime: Ground dolomitic limestone, ninety-five (95%) percent passing through #100 mesh screen. Use to adjust soil pH only, as based upon soil test report or as directed by Owner.

Compost: The compost shall be a mature/stabilized, humus-like material derived from the aerobic decomposition of yard clippings or other materials as designated compostable as defined in Part 115 of Act 451 of 1994 as amended in Act 212 dated 2007, and shall be in compliance with all federal and state laws. The compost shall have a dark brown or black color, be capable of supporting plant growth without ongoing addition of fertilizers or other soil amendments and shall not have an objectionable odor. It shall be free of plastic, glass, metal and other physical

contaminants, as well as viable weed seeds and other plant parts capable of reproducing (except airborne weed species). The compost moisture content shall be such that no visible free water or dust is produced when handling it.

<u>Test Items</u>	<u>Acceptable Range</u>
Maturity/Stabilization:	An acceptable test that can demonstrate Maturity/Stability
Temperature:	The material must have undergone the procedure to significantly reduce the pathogen level as referenced in EPA 40 CFR, Part 257 Regulations, Federal Register Vol. 58, No. 32; dated 2/19/93; Rules and Regulations; (Pile temperatures must be maintained at 40 degrees C for 5 days with a temperature exceeding 55 degrees C for at least 4 hours).
Pathogens and Trace:	Shall meet the requirements of EPA 40 CFR, Part 503 *TCLP or Elements EPA 1311 Regulations, Federal Register Vol. 58, No. 32; dated 2/19/93; Rules and Regulations.
Organic Content:	30-65%, dry weight basis
Moisture Content:	30-60%, wet weight basis
Inert Contamination:	Less than 1% by weight (no visible plastic, glass or metal allowed)
Soluble Salts:	1 – 7.5 mmho
Carbon:Nitrogen Ratio:	10:1 to 20:1
pH:	6 to 7.5
Particle Size:	98% pass through 3/4" screen or smaller

A compost sample shall be submitted to the Owner for approval prior to being used.

- O. Antidesiccant: Protective film emulsion providing a protective film over plant surfaces; permeable to permit transpiration. Mixed and applied in accordance with manufacturer's instructions.
- P. Double Processed Shredded Bark Mulch: Dark brown in color, clean, free of debris and sticks, and well aerated. Materials shall be uniform in size, shape and texture. Recycled wood products such as "pallet mulch" shall not be used. Submit samples for approval prior to installation.
- Q. Water: Free of substances harmful to plant growth. Hoses or other methods of transportation furnished by Contractor.
- R. Stakes for Staking: Hardwood stakes, 2" x 2" x 6'-0" minimum length.
- S. Stakes for Guying: Hardwood, 2 x 4 nominal, x 24" length, pointed on one end.
- T. Guying/Staking Wire: New galvanized steel wire, free of kinks or bends, use 11 gauge for trees 4" caliper or 8' height and under; use 9 gauge for larger trees.
- U. Turnbuckles: Galvanized steel of size and gauge required to provide tensile strength equal to that of the wire. Turnbuckle opening shall be at least 3".

- V. Staking and Guying Hose: Two-ply, 3/4" black reinforced garden hose not less than 1/2" inside diameter.
- W. Tree Wrap: Standard waterproofed tree wrapping paper, 2-1/2" wide, made of 2 layers of crepe kraft paper weighing not less than 30 lbs. per ream, cemented together with asphalt.
- X. Twine: Two-ply jute material.
- Y. Sod: Sod is to match adjacent lawn and be an "approved" nursery grown blend of improved Kentucky Blue Grass, Fine or Turf Type Tall Fescue grass varieties.
 - 1. Sod containing Common Bermudagrass, Quackgrass, Johnsongrass, Poison Ivy, Nutsedge, Nimblewill, Canada Thistle, Timothy, Bentgrass, Wild Garlic, Ground Ivy, Perennial Sorrel or Brome grass weeds will not be acceptable.
 - 2. Provide well-rooted, healthy, mineral based topsoil grown sod. Sod shall be free of diseases, nematodes and soil borne insects. Peat grown sod is not acceptable. Provide sod uniform in color, leaf texture, density and free of weeds, undesirable grasses, stones, roots, thatch and extraneous material; viable and capable of growth and development when planted.
 - 3. Furnish sod machine stripped in square pads or strips not more than 3'-0" long; uniformly 1" to 1-1/2" thick with clean-cut edges. Sod to be mown before stripping. Big roll sod is acceptable.
- Z. Lawn Seed: Fresh clean and new crop seed mixture 95% pure with 80% minimum germination. Seed mix to match existing unless directed otherwise.

PART 3 - EXECUTION

3.1 PLANTINGS AND PLANT BED MAINTENANCE:

- A. Spring start up (to begin no later than April 15th and completed by May 15th unless seasonal conditions cause a different schedule):
 - 1. All grounds except for pavements shall be cleaned of debris. This includes branches, leaves, miscellaneous litter, rocks, gravel, broken curbing, etc. Rake and remove all debris (especially cigarette butts) and cultivate and level areas disturbed by snow removal operations or where excessive compaction is evident.
 - 2. Ornamental grasses to be cut down to 3" height above finish grade for grasses under 3' height and 6" height for grasses over 3' height. Other dead perennial or shrub foliage left for winter interest to be removed from plants. All foliage to be removed by the end of April depending on seasonal conditions.
 - 3. As part of spring start up, Contractor to repair any plant bed edges that abut lawn with shovel cut edges at 3" depth.
 - 4. Replacement of Plant Material: As part of spring start up, a complete review of the site's plant material shall be performed. Plants that require replacement shall be noted on a site map. A determination as to why the plant requires replacement should be made and what costs are necessary for replacement. The map with replacement information and associated costs shall be provided to the Owner by May 1st. Upon Owner review, all dead and dying plant material up to 3" caliper per Section 1.6.B shall be removed immediately. Replacements of perennials and ornamental grasses to be identified with associated costs in the same manner no later than May 15th.

5. All tree pruning to be provided by others. All dead or broken branches shall be properly trimmed and removed from shrubs. An annual application of dormant oil spray shall be performed as part of the contract on the Euonymus ground cover if prior year infestation indicates its use.

B. General Care:

1. Plant material shall be maintained in a plumb position and in a healthy, vigorous growing condition and keep free from diseases and insect infestation. Any decline, death of plants, or damage to lawn areas or plants due to poor or negligent maintenance practices are the responsibility of the Contractor and the expense involved to resolve the problem shall be Contractor's.
2. Contractor shall meet with owner's rep mid season (or earlier if needed) to walk through the site. If any issues or concerns are identified during the walk through the contractor shall document the items on a site map.
3. Requisitions for extra services shall be provided within 1 week.
4. Contractor shall begin work within 2 weeks upon verbal approval for work outside the maintenance contract. Work shall be completed in a timely manner.

C. Weed Removal and Control:

1. The Contractor shall utilize both approved herbicides and hand labor for the control of weed growth in tree rings and planting bed areas. All beds shall be kept weed free by hand pulling and by chemical means.
2. In early spring, any weed growth or grass within planting beds or tree mulch rings shall be removed and all beds (areas of mulch) shall be treated with a pre-emergent herbicide per manufacturer's recommendations.
3. Throughout the growing season, planting beds are to be weeded, and/or treated with herbicides when conditions require, to maintain planting beds free of weeds. Herbicides are to be used with extreme care and per manufacturer's specifications and warnings.
4. Inspect bed areas weekly to keep free of stone, twigs and debris.

D. Mulching:

1. Once a year (early spring) top dress all mulch around trees and in planting beds. In addition, the Contractor shall also cultivate these areas as part of fall clean up. Cultivating shall include the areas being turned over in order to recycle mulch as practical and supplement as needed to achieve mulch depths specified. Mulch depth should be maintained at 3" at trees and shrubs and 2" at ground cover, perennials and ornamental grasses.
2. Mulch shall not cover the branches of plants or touch the trunk of trees or shrubs per Exhibits I, J, K and L.

E. Watering:

1. It shall be the Contractor's responsibility to monitor plant material water requirements to assure that all trees and plants receive appropriate water for healthy growth and contact the DPS as needed to provide appropriate amount of irrigation. In all instances, Contractor is expected to conserve water whenever possible, but without detriment to plant material. If plants decline or die due to negligence by Contractor, the Contractor shall be responsible to repair all damage and replace plants at his cost.

F. Fertilizers / Additives:

1. Beginning in 2022 and every two years thereafter, soil tests should be taken per Section 1.5.G to determine soil nutrient needs and pH within planting beds. Soil test samples should be taken to represent tree, shrub and ground cover planting soil conditions throughout the sites. Soil test reports shall be performed specifically for plant beds. Test results shall give a detailed analysis of the soil with recommendations for fertilizer types and quantities. Test reports shall include all tests as described in section 1.5.F.1. Submit test reports and recommendations to Owner before implementation of recommendations. Follow all directions specifically. Contractor shall include in the quote the cost for soil testing for 15 locations.
 2. All trees, shrubs and ornamental grasses to receive one application of Fertilizer Type A (unless soil tests indicate otherwise) in early April.
 3. All perennials, ground covers and ericaceous plants to receive one application of Fertilizer Type B (unless soil tests indicate otherwise) in early April.
 4. Contractor to apply additional and/or specific fertilizer or soil amendments as required to maintain healthy growth as required for the different plant species within the project.
- G. Insect and Disease Control:
1. As part of the contract, contractor shall inspect woody trees and shrubs for insect and mite pests, diseases and cultural problems that could impact plant health. Provide treatment recommendations for pests and cultural problems contractor to with pricing for approval by owner.
 2. Once a treatment program is determined the Contractor shall advise the Owner as to:
 - a. The specifics of the program and associated costs.
 - b. Coordination of timing.
 - c. Safety precautions being taken.
 3. It is expected that all plant material will be maintained in a vigorous and healthy state to minimize or even eliminate the need for pesticides. The extent of the infestation will be discussed with the Owner before any pesticide applications are made. Realizing that timing can be critical to the success of the application, it is the Contractor's responsibility to approach the Owner in a timely manner.
- H. Bed Edges:
1. Refer to Spring Cleanup.
- I. Pruning:
1. All tree pruning is to be performed by others in a separate contract. Pruning shall be done only by those qualified as outlined in Section 1.5.I and should be considered only to remove limbs or growth that presents a hazard, detriment to plant health, or to follow the design intent. Prior to beginning any pruning operations, contact the Owner to discuss any intended pruning. General guidelines are as follows:
 - a. This Agreement will require a minimum twenty-four (24) hours' response time to storm damage. It is expected that the Owner will incur additional costs for this work but not at a premium.
 - b. Remove dead or dying portions of plant.
 - c. Remove diseased or insect infected portions of plants if the problem cannot be controlled by other methods of treatment.
 - d. Remove portions of plants injured or killed by winter conditions. Wait until upper and lower new growth begins the following spring before any removal of such branches.
 - e. Remove any broken or damaged portions of plant as soon as possible.

- f. Remove any branch stubs. Do not prune back beyond the branch collar.
 - g. Remove limbs that are rubbing on other limbs causing damage to the bark.
 - h. Remove any lower branches that are a safety hazard or interfere with individual or vehicular traffic.
 - i. Plantings that develop unnatural runners or leaders shall be trimmed to maintain intended massing. Vines on the building walls will be contained as so not to interfere with store, directional and safety signage, fire protection devices, or utility shutoffs. Where a tree is to be backed off a structure, generally it is intended that this should be done to provide 8 to 10 feet clearance; a roadway should have 14 to 16 feet of clearance.
 - j. Poor arboricultural practices, such as "lion-tailing" or "skinning-out" branches, stubbing-off branches, flush cutting, climbing with spikes and unnecessary wounding of trunks or branches will not be acceptable. Refer to ANSI A-300.
 - k. Unless otherwise arranged with the owner, it is expected that all brush and debris will be cleaned up at the end of each workday, it may not be stockpiled.
2. Time of Year to Prune:
- a. Deciduous shrubs should typically be pruned during their dormant period, but not during heavy frost, and as follows: Pruning should be done when all of the foliage has dropped, generally from mid-November to the latter part of December. All pruning should be done before buds show evidence of swelling. Wait until frost-damaged plants begin to grow before pruning them. Shrubs that flower early in the spring should be pruned immediately after flowering. Prune shrubs that flower after the end of June during their dormant season (winter or early spring) and as necessary to maintain appropriate and proper care.
3. Pruning Equipment:
- a. Only employ clean sharp tools. Tools should be clean and sanitized, if necessary, to prevent the spread of disease. Sanitize with 70% denatured alcohol or household bleach diluted 1 to 9 with water.
 - b. Hand pruning saws are to be used on limbs measuring over 1 inch in diameter. Pruning loppers are recommended for limbs less than 1 inch in diameter and hand pruning shears are used for small twigs.
 - c. All cuts 3 inches in diameter or smaller *shall be made with a handsaw.*
4. Pruning General:
- a. When cutting a limb that is broken or requires removal by saw, make proper cuts to prevent peeling of the bark on the portion that will remain. The pruning cut should be made toward the outside portion of the "collar." If a plant does not produce this characteristic collar, then make the cut flush to the limb where it was growing. The first cut should be made on the bottom side of the fractured limb. The location of this cut should be on non-injured wood just beyond the fracture toward the center of the plant. The second cut is made on the top side about 6 to 8 inches beyond the bottom cut (toward the center of the plant). A third cut may be necessary if there is frayed wood. A smooth, clean cut is necessary to promote rapid healing. Do not leave little stumps on trunks or main branches. Remove smaller branches at juncture of limb from which they originate or cut at twig or bud pointing outward.
 - b. Remove dead, damaged or diseased limbs annually. Do not trim or remove lower branches of evergreens. When necessary, prune branches flush to the nearest living limb; maintain a well-rounded, balanced natural form of the trees and shrubs. Pruning to shape evergreens should be limited to the removal of one third of the

current year's growth in late spring or early summer after new growth has started but before it has matured and before buds have developed.

- c. All broken branches shall be properly trimmed and removed from site. Branches should be pruned in a manner that maintains the natural growth pattern of the plant. Pruning shall be performed in order to develop solid branch characteristics and in decreasing proportions of trunk to branch structure. Pruning shall also be used to eliminate diseased or damaged growth.

5. Treating Wounds After Pruning:

Pruning wounds shall not be coated or painted unless for prevention of pathogens. Contractor to submit product information to Owner for approval prior to use.

6. Pruning Hedges, Shrub Masses and Groundcovers:

- a. Refer to Exhibit H for pruning formal hedges, all formal hedges to be trimmed twice per year at a minimum.
- b. All hedges shall be pruned to maintain hedges at the height and width as directed. DO NOT prune plants individually.
- c. In general, hedges (Boxwood, Yew, Juniper and Arborvitae) should be pruned so that they are broader at the base than at the top twice per season as required.
- d. All shrubs in mass plantings shall be thinned and trimmed to maintain the height as directed and never be sheared. Roses shall be pruned in April to remove all dead.
- e. Spiraea to have 1/3 of old growth removed each year.
- f. Groundcovers and vines that develop unnatural runners shall be trimmed to maintain intended massing. Vines shall be contained as so not to interfere with directional and safety signage, fire protection devices or utility shutoffs.
- g. Euonymus to be kept between 4-8" in height, and shall be trimmed a minimum of 4 times per year.

7. Perennial "grooming" and deadheading:

- a. Contractor to dead head Blue Salvia after all blooms have died.
- b. Contractor to trim back Catmint in July to rejuvenate.
- c. Contractor to "groom" Stella D'Oro Daylilies by removing seed pods as they develop and hand pulling out dead foliage throughout the growing season.
- d. Contractor shall cut back ornamental grasses with sharp "bladed" equipment and not "string" trimmers,.

J. Replacement of Plant Material:

1. Beginning of Season: See spring start up section 3.1, A for beginning of season replacement protocol.
2. Monitoring and Corrective Measures: Throughout the year, the Contractor shall monitor all plantings for signs of decline and immediately contact Owner to discuss applicable remedy to improve the health of these plantings. If the plantings do not improve, the Contractor shall promptly notify the Owner of the situation with explanation as to the cause of the plant material demise and if additional corrective measures should be implemented to prevent additional plant loss in the future.
3. Removal and Replacement: Upon Owner review, the Contractor is responsible to immediately remove all plantings that have declined past the point of aesthetically contributing to the landscape. Prior to replacing the plant material, the Contractor must verify with the Owner that all site conditions are remedied, or if this is not feasible, provide information on why the plantings are not suitable or hardy for the planting locations. If this

is the case, Contractor to provide Owner with options for alternative plant material that meet the design intent. In all cases, Contractor shall provide Owner with the cost for replacements and must receive approval prior to beginning any replacement work.

4. Planting: Plant during suitable weather conditions, according to locally accepted procedures, and with the Owner's approval. Plant trees and shrubs vertically and faced to give best appearance in relation to structure, roads and walks. Set plumb in the center of the pit and at the same relation to grade as originally planted, after settlement has taken place. Install plantings per details in Exhibits I, J, K and L. While adding backfill, constantly tamp soil around root ball to eliminate air pockets. Soak planting mixture thoroughly with water when hole is filled half way. Fill hole completely, leaving a shallow saucer directly over the root ball, and slightly smaller in diameter than the excavation. Water trees and planting beds thoroughly immediately after planting.
5. Acceptance and Documentation: Contractor to notify Owner when replacement plants have been installed so that Owner can review for acceptance. Upon Owner's acceptance, Contractor shall provide Owner with a site map marked with replacement locations and installation dates.
6. Warranty: The Contractor shall be required to warranty all replacement plants as specified in this section of the contract, for twelve (12) months from the date of acceptance of replacements. The plants shall be in a healthy growing condition by the end of the warranty period. Plants with dead or dying branches, which detract from the character and form of the plant, will not be accepted. Replacements required at the end of the warranty period shall specifically match those being replaced and planted as specified for the original replacements. The cost of replacement shall be the responsibility of the Contractor.
 - a. All material disturbed/damaged or removed in the replacement procedure, shall be restored to original condition and shall be the responsibility of the Contractor. Replacement plants shall be subject to this guarantee requirement. Replace plant stock that is dead or not in a flourishing and satisfactory growing state, or does not meet specification requirements. Remove dead stock and replace immediately. Adjustment and replacement work shall be performed as specified in this section with materials of same size, variety, and quality of material replaced.

K. Fall Cleanup:

Contractor to perform fall cleanup prior to November 15th as follows:

1. Trim out/remove foliage from perennials, ornamental grasses, Hydrangea and other plants as directed by Owner to optimize the aesthetics of plantings in the winter.
2. Remove all vegetative debris and cultivate and replenish mulch in all planting beds and tree rings per section 3.1.D.
3. Weekly remove all leaves from lawn and planting beds.