

GENERAL CONDITIONS

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

Owner's Representative. The person appointed by the Owner to represent their interest in the review and approval of the work and to serve as the contracting authority with the Contractor. The Owner's Representative or Owner may appoint other persons to review and approve any aspects of the work, such as the landscape architect who prepared the plans.

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

B. VERIFICATION: The Contractor shall verify measurements on the drawings before beginning work. In case of error or discrepancy in the drawings or specifications or in the work of others affecting his/her work, he/she shall notify the Owner's Representative immediately. The Contractor shall be held responsible for any damages or loss due to his/her failure to observe these instructions.

C. MATERIALS, MACHINERY, EMPLOYEES: Except as otherwise noted, the Contractor shall provide and pay for all materials, labor, tools, and other items necessary and incidental to the completion of his/her work.

D. SURVEYS, PERMITS, REGULATIONS: The Owner shall furnish an adequate survey of the property. The Contractor shall obtain and pay for all permits and comply with all laws and ordinances bearing on the operation or conduct of the work as drawn and specified. If the Contractor observes that the variance exists therewith he/she shall promptly notify the Owner's Representative in writing and any necessary changes shall be adjusted as provided in the contract for changes in the work.

E. PROTECTION OF WORK, PROPERTY AND PERSON: The Contractor shall adequately protect the work, adjacent property, and the public, and shall be responsible for any damages or injury due to his/her actions.

F. CHANGES IN THE WORK: The owner may order changes in the work, and the contract sum being adjusted accordingly. All such orders and adjustments plus claims by the Contractor for extras must be made in writing before executing the work involved.

G. CORRECTION OF WORK: The Contractor shall re-execute any work that fails to conform to the requirements of the contract and shall remedy defects due to faulty materials or workmanship upon written notice from the Owner's Representative for a period of ninety (90) days from the date of completion of the contract.

H. Owner's Authorized Representative: The Owner's authorized representative acts as the authorized representative of the Owner in conjunction with the project manager, and has authority to accept or reject materials or workmanship and to make minor changes in the work not involving extra cost. He will also interpret the meaning of the contract documents and may stop the work if necessary to ensure its proper execution.

I. CLARIFICATION OF DRAWINGS BEFORE BIDDING: After reviewing the drawings thoroughly it is the Contractor's responsibility to clarify with the Owner's Representative any questions the Contractor may have regarding the method of construction, quantities, or quality of materials included or called out. If the Contractor cannot contact the Owner's Representative, the Contractor must qualify his/her bid or accept the interpretation of the Owner's Representative on the questionable areas as they develop during construction.

J. SAMPLES: The Owner's Representative reserves the right to take and analyze samples of materials for conformity to specifications at any time. The Contractor shall furnish samples upon request by the Owner's Representative. Rejected materials shall be immediately removed from the site and replaced at the Contractor's expense. The cost of testing materials not meeting specifications shall be paid by the Contractor.

K. PRE-CONSTRUCTION MEETING: Schedule a pre-construction meeting with the Owner's Representative at least seven (7) days before beginning work. The purpose of this conference is to review any questions the Contractor may have regarding the work, administrative procedures during construction and project work schedule.

015639
Tree and Plant Protection

PART 1 GENERAL

1.1 SUMMARY

The scope of work includes all labor, materials, tools, equipment, facilities, transportation and services necessary for, and incidental to performing all operations in connection with protection of existing trees and other plants as shown on the drawings and as specified herein.

1. Provide preconstruction evaluations

2. Provide tree and plant protection fencing.

3. Provide protection of root zones and above ground tree and plants

4. Provide pruning of existing trees and plants.

5. Coordinate with the requirements of Section Planting Soil for modifications to the soil within the root zone of existing trees and plants.

6. Provide all insect and disease control.

7. Provide maintenance of existing trees and plants including irrigation during the construction period as recommended by the arborist report.

8. Provide maintenance of existing trees and plants including irrigation during the post construction plant maintenance period.

9. Remove tree protection fencing and other protection from around and under trees and plants.

10. Clean up and disposal of all excess and surplus material.

1.2 CONTRACT DOCUMENTS

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

B. It is the intent of this section that the requirements apply to all sections of the project specification such that any subcontractor must comply with the restrictions on work within designated Tree and Plant Protection Areas.

1.3 RELATED DOCUMENTS AND REFERENCES

A. Related Documents:

1. Drawings and general provisions of contract including general and supplementary conditions and Division I specifications apply to work of this section.

2. Section - Planting

B. References: The following specifications and standards of the organizations and documents listed in this paragraph form a part of the specification to the extent required by the references thereof. In the event that the requirements of the following referenced standards and specification conflict with this specification section the requirements of this specification shall prevail. In the event that the requirements of any of the following referenced standards and specifications conflict with each other the more stringent requirement shall prevail.

1. ANSI A300 (Part 5) - Standard Practices for Tree, Shrub and other Woody Plant Maintenance, most current editions.

2. Pruning practices shall conform with recommendations "Structural Pruning: A Guide For The Green Industry"; Published by Urban Tree Foundation, Visalia, California; most current edition.

3. Glossary of Arboricultural Terms, International Society of Arboriculture, Champaign IL, most current edition.

1.4 VERIFICATION

A. All scaled dimensions on the drawings are approximate. Before proceeding with any work, the Contractor shall carefully check and verify all dimensions and quantities, and shall immediately inform the Owner's Representative of any discrepancies between the information on the drawings and the actual conditions, refraining from doing any work in said areas until given approval to do so by the Owner's Representative.

1.5 PERMITS AND REGULATIONS

A. The Contractor shall obtain and pay for all permits related to this section of the work unless previously excluded under provision of the contract or general conditions. The Contractor shall comply with all laws and ordinances bearing on the operation or conduct of the work as drawn and specified. If the Contractor observes that a conflict exists between permit requirements and the work outlined in the contract documents, the Contractor shall promptly notify the Owner's Representative in writing including a description of any necessary changes and changes to the contract price resulting from changes in the work.

B. Wherever references are made to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards and codes current on the effective date of this contract shall apply, unless otherwise expressly set forth.

C. In case of conflict among any referenced standards or codes or between any referenced standards and codes and the specifications, the more restrictive standard shall apply or Owner's Representative shall determine which shall govern.

1.6 PROTECTION OF WORK, PROPERTY AND PERSON

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

1.7 CHANGES IN THE WORK

A. The Owner's Representative may order changes in the work, and the contract sum should be adjusted accordingly. All such orders and adjustments plus claims by the Contractor for extra compensation must be made and approved in writing before executing the work involved.

1.8 CORRECTION OF WORK

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

1.9 DEFINITIONS

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

A. Areas where heavy vehicle traffic is unavoidable provide a layer of Geogrids under 8 - 12 inches of Wood Chips or Mulch and a layer of matting over the Wood Chips or Mulch.

B. The Owner's Representative shall approve the appropriate level of protection.

C. In the above requirements, light vehicle is defined as a track sled with a ground pressure of 4 psi or lighter. A heavy vehicle is any vehicle with a tire or track pressure of greater than 4 psi. Lightweight materials are any packaged materials that can be physically moved by hand into the location. Bulk materials such as soil, or aggregate shall never be stored within the Tree and Plant Protection Area.

3.8 PROTECTION:

A. Protect the Tree and Plant Protection Area at all times from compaction of the soil; damage of any kind to trunks, bark, branches, leaves and roots of all plants; and contamination of the soil, bark or leaves with construction materials, debris, silt, fuels, oils, and any chemicals substance. Notify the Owner's Representative of any spills, compaction or damage and take corrective action immediately using methods approved by the Owner's Representative.

3.9 GENERAL REQUIREMENTS AND LIMITATIONS FOR OPERATIONS WITHIN THE TREE AND PLANT PROTECTION AREA

A. The Contractor shall not engage in any construction activity within the Tree and Plant Protection Area without the approval of the Owner's Representative including: operating, moving or storing equipment; storing supplies or materials; locating temporary facilities including trailers or portable toilets and shall not permit employees to traverse the area to access adjacent areas of the project or use the area for lunch or any other work breaks. Permitted activity, if any, within the Tree and Plant Protection Area may be indicated on the drawings along with any required remedial activity as listed below.

B. In the event that construction activity is unavoidable within the Tree and Plant Protection Area, notify the Owner's Representative and submit a detailed written plan of action for approval. The plan shall include: a statement detailing the reason for the activity including why other areas are not suited; a description of the proposed activity; the time period for the activity; and a list of remedial actions that will reduce the impact on the Tree and Plant Protection Area from the activity. Remedial actions shall include but shall not be limited to the following:

1. In general, excavation and directional boring and/or Air Knife excavation where indicated or with other low impact equipment that will not cause damage to the tree, roots or soil.

2. When encountered, exposed roots, 1 inches and larger in diameter shall be worked around in a manner that does not break the outer layer of the root surface (bark). These roots shall be covered in Wood Chips and shall be maintained above permanent will point at all times. Roots one inch and larger in diameter shall not be cut out with the approval of the owners representative. Excavation shall be tunneled under these roots without cutting them. In the areas where roots are encountered, work shall be performed and scheduled to close excavations as quickly as possible over exposed roots.

3. Tree branches that interfere with the construction may be tied back or pruned to clear only to the point necessary to complete the work. Other branches shall only be removed when specifically indicated by the Owner's Representative. Tying back or trimming of all branches and the cutting of roots shall be in accordance with accepted arboricultural practices (ANSI A300, part 6) and be performed under supervision of the arborist.

4. Matting: Install temporary matting over the Wood Chips or Mulch to the extent indicated. Do not permit foot traffic, scaffolding or the storage of materials within the Tree and Plant Protection Area to occur off of the temporary matting.

5. Trunk Protection: Protect the trunk of each tree to remain by covering it with a ring of 8 foot long 2 inch x 6 - inch planks loosely banded onto the tree with 3 steel bands. Staple the bands to the planks as necessary to hold them securely in place. Trunk protection must be kept in place no longer than 12 months. If construction requires work near a particular tree to continue longer than 12 months, the steel bands shall be inspected every six months and loosened if they are found to have become tight.

6. Air Excavation Tool: If excavation for footings or utilities is required within the Tree and Plant Protection Area, air excavation tool techniques shall be used where practical or as designed on the drawings.

a. Remove the Wood Chips from an area approximately 18 inches beyond the limits of the hole or trench to be excavated. Cover the Wood Chips for a distance of not less than 15 feet around the limit of the excavation area with Filter Fabric or plastic sheeting to protect the Wood Chips from silt. Mount the Wood Chips so that the plastic slopes downward the excavation.

b. Using a sprinkler or soaker hose, apply water slowly to the area of the excavation for a period of at least 4 hours, approximately 12 hours prior to the work so that the ground water level is at or near field capacity at the beginning of the work. For excavations that go beyond the damp soil, wet the soil as necessary to keep soil moisture near field capacity.

c. Using an air excavation tool specifically designed and manufactured for the intended purpose, and at pressures recommended by the manufacturer of the equipment, fracture the existing soil to the shape and the depths required. Work at rates and using techniques that do not harm tree roots. Air pressure shall be a maximum of 90-100 psi.

1) The air excavation tool shall be "Air-Spade" as manufactured by Concept Engineering Group, Inc., Verona, PA (412) 826-8800, or Air Knife as manufactured by Easy Use Air Tools, Inc. Allison Park, Pa (666) 328-7573 or approved equal.

d. Using a commercial, high-powered vacuum truck if required, remove the soil from the excavation produced by the Air Knife excavation. The vacuum truck should generally operate simultaneously with the hose operator, such that the soil produced is picked up from the excavation hole, and the exposed roots can be observed and not damaged by the ongoing excavation. Do not drive the vacuum truck into the Tree and Plant Protection Area unless the area is protected from compaction as approved in advance by the Owner's Representative.

e. Remove all excavated soil and excavated Wood Chips, and contaminated soil at the end of the excavation.

f. Schedule the work so that foundations or utility work is completed immediately after the excavation. Do not let the roots dry out. Mist the roots several times during the day. If the excavated area must remain open over night, mist the roots and cover the excavation with black plastic.

g. Dispose of all soil in a manner that meets local laws and regulations.

h. Restore soil within the trench as soon as the work is completed. Utilize soil of similar texture to the removed soil and lightly compact with hand tools. Leave soil mounded over the trench to a height of approximately 10% of the trench depth to account for settlement.

i. Restore any Geogrids, Filter Fabric, Wood Chips or Mulch and or matting that was previously required for the area.

3.10 TREE REMOVAL:

A. Remove all trees indicated by the drawings and specifications, as requiring removal, in a manner that will not damage adjacent trees or structures or compacts the soil.

B. Remove trees that are adjacent to trees or structures to remain, in sections, to limit the opportunity of damage to adjacent crowns, trunks, ground plane elements and structures.

C. Do not drop trees with a single cut unless the tree will fall in an area not included in the Tree and Plant Protection Area. No tree to be removed within 50 feet of the Tree and Plant Protection Area shall be pushed over or up-rooted using a piece of grading equipment.

D. Protect adjacent paving, soil, trees, shrubs, ground cover plantings and understory plants to remain from damage during all tree removal operations, and from construction operations. Protection shall include the root system, trunk, limbs, and crown from breakage or scarring, and the soil from compaction.

E. Remove stumps and immediate root plane from existing trees to be removed. Grind trunk bases and large buttress roots to a depth of the largest buttress root or at least 18 inches below the top most roots which ever is less and over the area of three times the diameter of the trunk (DBH).

F. For trees where the stump will fall under new paved areas, grind roots to a total depth of 18 inches below the existing grade. If the sides of the stump hole shall have greater than approximately 20% wood visible, continue grinding operation deeper and or wider until the resulting hole has less than 20% wood. Remove all wood chips produced by the grinding operation and back fill in 8 inch layers with controlled fill of a quality acceptable to the site engineer for fill material under structures, compacted to 85% of the maximum dry density standard proctor. The Owner's Representative shall approve each hole at the end of the grinding operation.

2. In areas where the tree location is to be a planting bed or lawn, remove all woodchips and backfill stump holes with planting soil as defined in Specification Section Planting Soil, in maximum of 12 inch layers and compact to 80 - 85% of the maximum dry density standard proctor.

3.11 PRUNING:

A. Within six months of the estimated date of substantial completion, prune all dead or hazardous branches larger than 2 inch in diameter from all trees to remain.

B. Implement all pruning recommendations found in the arborist report.

C. Prune any low hanging branches and vines from existing trees and shrubs that overhang walks, streets and drives, or parking areas as follows:

1. Walks - within 8 feet vertically of the proposed walk elevation.

2. Parking areas - within 12 feet vertically of the proposed parking surface elevation.

3. Streets and drives - within 14 feet vertically of the proposed driving surface elevation.

D. All pruning shall be done in accordance with ANSI A300 (part 1), ISA BMP Tree Pruning (latest edition, and the "Structural Pruning: A Guide for the Green Industry", Edward Gilman, Brian Kempf, Nelda Matheny and Jim Clark, 2013 Urban Tree Foundation, Visalia CA.

E. Perform other pruning task as indicated on the drawings or requested by the Owner's Representative.

F. Where tree specific disease vectors present, sanitize all pruning tools between the work in individual trees.

3.13 WATERING

A. The Contractor shall be fully responsible to ensure that adequate water is provided to all plants to be preserved during the entire construction period. Adequate water is defined to be maintaining soil moisture above the permanent will point to a depth of 8 inches or greater.

B. The Contractor shall adjust the automatic irrigation system, if available, and apply additional water, using hoses or water tanks as required.

C. Periodically test the moisture content in the soil within the root zone to determine the water content.

3.14 WEED REMOVAL

A. During the construction period, control any plants that seed in and around the fenced Tree and Plant Protection area at least three times a year.

1. All plants that are not shown on the planting plan or on the Tree and Plant Protection Plan to remain shall be considered as weeds.

B. At the end of the construction period provide one final weeding of the Tree and Plant Protection Area.

3.15 INSECT AND DISEASE CONTROLLER

A. Monitor all plants required for disease and insect infestations during the entire construction period. Provide all disease and insect control to keep the plants in a healthy state using the principles of Integrated Plant Management (IPM). All pesticides shall be applied by a certified pesticide applicator.

3.16 CLEAN-UP

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

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

B. Once tree protection work is complete, wash all soil from pavements and other structures. Ensure that Mulch is confined to planting beds.

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

D. Remove and dispose of all excess Mulch, Wood Chips, packaging, and other material brought to the site by the Contractor.

3.17 Removal of fencing and other Tree and plant protection

A. After the end of the construction period or when requested by the Owner's Representative remove all fencing, Wood Chips or Mulch, Geogrids and Filter Fabric, trunk protection and or any other Tree and Plant Protection material.

3.18 DAMAGE OR LOSS TO EXISTING PLANTS TO REMAIN

B. Any trees or plants designated to remain and which are damaged by the Contractor shall be replaced in kind by the Contractor at their own expense. Trees shall be replaced with a tree of similar species and of equal size or 6 inch caliper which ever is less. Shrubs shall be replaced with a plant of similar species and equal size or the largest size plants reasonably available which ever is less. Where replacement plants are to be less than the size of the plant that is damaged, the Owner's Representative shall approve the size and quality of the replacement plant.

1. All trees and plants shall be installed per the requirements of Specification Section Planting.

C. Plants that are damaged shall be considered as requiring replacement or appraisal in the event that the damage affects more than 25 % of the crown, 25% of the trunk circumference, or root protection area, or the tree is damaged in such a manner that the tree could develop into a potential hazard. Trees and shrubs to be replaced shall be removed by the Contractor at his own expense.

1. The Owner's Representative may engage an independent arborist to assess any tree or plant that appears to have been damaged to determine their health or condition.

C. Any tree that is determined to be dead, damaged or potentially hazardous by the Owner's arborist and upon the request of the Owner's Representative shall be immediately removed by the Contractor at no additional expense to the owner. Tree removal shall include all chips out of all wood parts and grinding of the stump to a depth sufficient to plant the replacement tree or plant, removal of all clean from the stump site and filling the resulting hole with topsoil.

D. Any remedial work on damaged existing plants recommended by the consulting arborist shall be completed by the Contractor at no cost to the owner. Remedial work shall include but is not limited to: soil compaction remediation and vertical mulching, pruning and or cabling, insect and disease control including injections, compensatory watering, additional mulching and could include application tree growth regulators (TGR).

E. Remedial work may extend up to two years following the completion of construction to allow for any requirements of multiple applications or the need to undertake applications at required seasons of the year.

END OF SECTION 015639

SECTION 32 9300

PLANTING

PART 1 GENERAL

1.1 SUMMARY

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

1.2 CONTRACT DOCUMENTS

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

1.3 RELATED DOCUMENTS AND REFERENCES

- A. Related Documents:
1. Drawings and general provisions of contract including general and supplementary conditions and Division I specifications apply to work of this section
2. Related Specification Sections
- a. Section - Tree Protection and Plant Protection
- B. References: The following specifications and standards of the organizations and documents listed in this paragraph form a part of the specification to the extent required by the references thereof. In the event that the requirements of the following referenced standards and specification conflict with this specification section the requirements of this specification shall prevail. In the event that the requirements of any of the following referenced standards and specifications conflict with each other the more stringent requirement shall prevail or as determined by the Owners Representative.
1. State of California, Department of Food and Agriculture, Regulations for Nursery Inspections, Rules and Grading
2. ANSI Z60.1 American Standard for Nursery Stock, most current edition.
3. ANSI A 300 - Standard Practices for Tree, Shrub and other Woody Plant Maintenance, most current edition and parts.
4. Florida Grades and Standards for Nursery Stock, current edition (Florida Department of Agriculture, Tallahassee FL)
5. Interpretation of plant names and descriptions shall reference the following documents. Where the names or plant descriptions disagree between the several documents, the most current document shall prevail.
- a. USDA - The Gerniplasm Resources Information Network (<http://www.ars-grin.gov/npgs/pssearchgrin.html>)
- b. Manual of Woody Landscape Plants; Michael Dir. Slipes Publishing, Champaign, Illinois; Most Current Edition.
- c. The New Sunset Western Garden Book, Osmoor House, most current edition.
6. Pruning practices shall conform to recommendations "Structural Pruning: A Guide For The Green Industry" most current edition; published by Urban Tree Foundation, Visalia, California.
7. Glossary of Arboricultural Terms, International Society of Arboriculture, Champaign IL, most current edition.

1.4 VERIFICATION

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

1.5 PERMITS AND REGULATIONS

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

1.6 PROTECTION OF WORK, PROPERTY AND PERSON

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

1.7 CHANGES IN THE WORK

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

1.8 CORRECTION OF WORK

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

1.9 DEFINITIONS

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

result in plants unacceptable to this project.

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

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

M. Root ball: The mass of roots including any soil or substrate that is shipped with the tree within the root ball package.

N. Root ball package: The material that surrounds the root ball during shipping. The root package may include the material in which the plant was grown, or new packaging placed around the root ball for shipping.

O. Root collar (root crown, root flare, trunk flare, flare): The region at the base of the trunk where the majority of the structural roots join the plant stem, usually at or near ground level.

P. Shrub: Woody plants with mature height approximately less than 15 feet.

Q. Space harvested and transplanted: Field grown trees that are mechanically harvested and immediately transplanted to the final growing site without being removed from the digging machine.

R. Stem: The trunk of the tree.

S. Substantial Completion Acceptance: The date at the end of the Planting, Planting Soil, and irrigation installation where the Owner's Representative accepts that all work in these sections is complete and the Warranty period has begun. This date may be different than the date of substantial completion for the other sections of the project.

T. Stem girdling root: Any root more than 1/4 inch diameter currently touching the trunk, or with the potential to touch the trunk, above the root collar approximately tangent to the trunk circumference or circling the trunk. Roots shall be considered as Stem Girdling that have, or are likely to have in the future, root to trunk bark contact.

U. Structural root: One of the largest roots emerging from the root collar.

V. Tree: Single and multi-stemmed plants with mature height approximately greater than 15 feet.

1.10 SUBMITTALS

- A. See contract general conditions for policy and procedure related to submittals.
- B. Submit all product submittals 4 weeks prior to installation of plantings.
- C. Product data: Submit manufacturer product data and literature describing all products required by this section to the Owner's Representative for approval. Provide submittal four weeks before the installation of plants.
- D. Plant growers' certificates: Submit plant growers' certificates for all plants indicating that each meets the requirements of the specification, including the requirements of tree quality, to the Owner's Representative for approval. Provide submittal four weeks before the installation of plants.
- E. Samples: Submit samples of each product and material where required by the specification to the Owner's Representative for approval. Label samples to indicate product, characteristics, and locations in the work. Samples will be reviewed for appearance only. Compliance with all other requirements is the exclusive responsibility of the Contractor.
- F. Plant sources: Submit sources of all plants as required by Article - "Selection of Plants" to the Owner's Representative for approval.
- G. Close out submittals: Submit to the Owner's Representative for approval.
1. Plant maintenance data and requirements.

H. Warranty period site visit record: If there is no maintenance during the warranty period, after each site visit during the warranty period, by the Contractor, as required by this specification, submit a written record of the visit, including any problems, potential problems, and any recommended corrective action to the Owner's Representative for approval.

1.11 OBSERVATION OF THE WORK

A. The Owner's Representative may observe the work at any time. They may remove samples of materials for conformity to specifications. Rejected materials shall be immediately removed from the site and replaced at the Contractor's expense. The cost of testing materials not meeting specifications shall be paid by the Contractor.

B. The Owner's Representative shall be informed of the progress of the work so the work may be observed at the following key times in the construction process. The Owner's Representative shall be afforded sufficient time to schedule visit to the site. Failure of the Owner's Representative to make field observations shall not relieve the Contractor from meeting all the requirements of this specification.

1. SITE CONDITIONS PRIOR TO THE START OF PLANTING: review the soil and drainage conditions.
2. COMPLETION OF THE PLANT LAYOUT STAKING: Review of the plant layout.
3. PLANT QUALITY: Review of plant quality at the time of delivery and prior to installation. Review tree quality prior to unloading where possible, but in all cases prior to planting.
4. COMPLETION OF THE PLANTING: Review the completed planting.

1.12 PRE-CONSTRUCTION CONFERENCE

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

1.13 QUALITY ASSURANCE

A. Substantial Completion Acceptance - Acceptance of the work prior to the start of the warranty period:

1. Once the Contractor completes the installation of all items in this section, the Owner's Representative will observe all work for Substantial Completion Acceptance upon written request of the Contractor. The request shall be received at least ten calendar days before the anticipated date of the observation.
2. Substantial Completion Acceptance by the Owner's Representative shall be for general conformance to specified size, character and quality and not relieve the Contractor of responsibility for full conformance to the contract documents, including correct species.
3. Any plants that are deemed defective as defined under the provisions below shall not be accepted.
- B. The Owner's Representative will provide the Contractor with written acknowledgment of the date of Substantial Completion Acceptance and the beginning of the warranty period and plant maintenance period (if plant maintenance is included).
- C. The Contractor's Quality Assurance Responsibilities: The Contractor is solely responsible for quality control of the work.
- D. Installer Qualifications: The installer shall be a firm having at least 5 years of successful experience of a scope similar to that required for the work, including the handling and planting of large specimen trees in urban areas. The same firm shall install planting soil (where applicable) and plant material.

1. The bidders list for work under this section shall be approved by the Owner's Representative.
2. Installer Field Supervision: When any planting work is in progress, installer shall maintain, on site, a full-time supervisor who can communicate in English with the Owner's Representative.
3. Installer's field supervisor shall have a minimum of five years experience as a field supervisor installing plants and trees of the quality and scale of the proposed project, and can communicate in English with the Owner's Representative.
4. The installer's crew shall have a minimum of 3 years experience in the installation of Planting Soil, Plantings, and Irrigation (where applicable) and interpretation of soil plans, planting plans and irrigation plans.

E. 1.14 PLANT WARRANTY:

1. The Contractor agrees to replace defective work and defective plants. The Owner's Representative shall make the final determination if plants meet these specifications or that plants are defective.
- Plants warrantly shall begin on the date of Substantial Completion Acceptance and continue for the following periods, classed by plant type:
- d. Trees - 1 Year(s).
- e. Shrubs - 1 Year(s).
- f. Ground cover and perennial flower plants - 1 Year(s).
- g. Bulbs, annual flower and seasonal color plants - for the period of expected bloom or primary display.
2. When the work is accepted in parts, the warranty periods shall extend from each of the partial Substantial Completion Acceptances to the terminal date of the last warranty period. Thus, all warranty periods for each class of plant warranty, shall terminate at one time.
3. All plants shall be warranted to meet all the requirements for plant quality at installation in this specification. Defective plants shall be defined as plants not meeting these requirements. The Owner's representative shall make the final determination that plants are defective.
2. Plants determined to be defective shall be removed immediately upon notification by the Owner's Representative and replaced without cost to the Owner, as soon as weather conditions permit and within the specified planting period.
3. Any work required by this specification or the Owner's Representative during the progress of the work, to correct plant defects including the removal of roots or branches, or planting plants that have been bare rooted during installation to observe for or correct root defects shall not be considered as grounds to void any conditions of the warranty. In the event that the Contractor decides that such remediation work may compromise the future health of the plant, the plant or plants in question shall be rejected and replaced with plants that do not contain defects that require remediation or correction.
4. The Contractor is exempt from replacing plants, after Substantial Completion Acceptance and during the warranty period, that are removed by others, lost or damaged due to occupancy of project, lost or damaged by a third party, vandalism, or any natural disaster.
5. Replacements shall closely match adjacent specimens of the same species. Replacements shall be subject to all requirements stated in this specification. Make all necessary repairs due to plant replacements. Such repairs shall be done at no extra cost to the Owner.
6. The warranty of all replacement plants shall extend for an additional one-year period from the date of their acceptance after replacement. In the event that a replacement plant is not acceptable during or at the end of the said extended warranty period, the Owner's Representative may elect one more replacement items or credit for each item. These tertiary replacement items are not protected under a warranty period.
7. During and by the end of the warranty period, remove all tree wrap, ties, and guying unless agreed to by the Owner's Representative to remain in place. All trees that do not have sufficient caliper to remain upright, or those requiring additional anchorage in windy locations, shall be staked or remain staked, if required by the Owner's Representative.
- B. End of Warranty Final Acceptance - Acceptance of plants at the end of the warranty period.
1. At the end of the warranty period, the Owner's Representative shall observe all warranted , upon written request of the Contractor. The request shall be received at least ten calendar days before the anticipated date of final observation.
2. End of Warranty Final Acceptance will be given only when all the requirements of the work and this specification and in specification sections Planting Soil and Irrigation have been met.



Consultants:

Revisions:
06/12/2023

06/12/2023

06/12/2023

06/12/2023

06/12/2023

06/12/2023

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