

## ITEM 11611.6190 M - LANDSCAPE MAINTENANCE

### DESCRIPTION

Under this item the Contractor shall replace dead trees and shrubs, prune existing trees and shrubs, remove weeds (all plant material not specifically installed during construction), charge and winterize the irrigation/drip line systems, periodically pickup and remove litter, and other miscellaneous landscape maintenance work as directed by the Engineer based upon the Engineer's periodic inspection of the site.

The limits of the work are described elsewhere in the proposal.

### MATERIALS

As specified and approved by the Engineer.

### CONSTRUCTION DETAILS:

The contractor shall perform maintenance to the landscaped areas and all related systems as directed by the Engineer. All work will generally be in accordance with, but not limited to, the following schedule:

**General Maintenance.** The Contractor shall perform vandalism repair, occasional litter pick up and trash removal, graffiti removal and accident repair throughout the year from January to December immediately following each occurrence as directed by the Engineer.

**Plant Material Maintenance.** The Contractor shall be responsible for applications related to general plant health care which may include, but not be limited to, inspections for disease and pest infestations/vandalism/accidental damage, fall soil testing, applying fertilizer, pruning trees for shape and removal of dead wood, and applying anti-desiccant sprays, all as directed by the Engineer at the appropriate time of year from January to December.

**Lawn Maintenance.** The Contractor shall be responsible for applications related to general lawn maintenance which may include, but not be limited to, removing debris from lawn areas, aerating and re-seeding lawn areas, applying lime and fertilizer, fall soil testing, weed and insect pest control, and applying pre-emergent/post-emergent herbicides and biological controls as per 'Cornell' recommendations, all as directed by the Engineer at the appropriate time of year from January to December.

**Plant Bed Maintenance.** The Contractor shall be responsible for applications related to general plant bed maintenance which may include, but not be limited to, removal of litter and plant debris, weed and insect pest control, application of pre-emergent/post-emergent herbicides and biological controls as per 'Cornell' recommendations, application of mulch around new and existing plant material; removal of dead plant material, purchase and installation of new plant material; application of fertilizer, lime and other soil amendments as necessary, all as directed by the Engineer at the appropriate time of year from January to December. All new plantings are to be in accordance with Section 611.

**Conference:** Before any work is to begin, a conference shall be held between the Contractor, Maintenance Subcontractor, the NYSDOT Landscape Architect, and the Engineer concerning the work to be performed under this Item. All parties shall coordinate and cooperate with other contractors on site to enable the work to proceed as rapidly and efficiently as possible. At this time the Contractor shall discuss any additional items for possible inclusion in the contract for the possible approval by the Engineer.

## **ITEM 11611.6190 M - LANDSCAPE MAINTENANCE**

**Permits:** If required, the Contractor shall obtain all permits and pay all required fees to any governmental agency having jurisdiction over the work to be performed, all at no additional cost to the State, . The Contractor shall arrange inspections as required by local ordinances during the course of construction.

**Rejection:** The Engineer reserves the right to reject any material or work which does not conform to the Contract Documents or specifications. Rejected work shall be removed and/or corrected at the Contractor's expense at the earliest possible time.

### **SUBMITTALS:**

The Contractor shall submit samples and catalog cuts as directed for approval.

### **METHOD OF MEASUREMENT:**

The fixed lump sum of money shown in the itemized proposal for this work will be considered the price bid even though payment will be made only for the actual work performed. The lump sum figure is not to be altered in any manner by the bidder. Should the bidder alter the amount shown, the altered figure will be disregarded and the original price will be used to determine the total amount bid for the contract.

- A. Agreed Price: Based on a cost analysis submitted by the Contractor in accordance with the provisions of Subsection 109-05 of the general specifications prior to performing the work. The cost analysis shall include a detailed estimate from the Contractor for the estimated cost of the work. No additional markup for machinery will be accepted.
- B. Force Account: Payment of the actual reasonable cost of doing the work in accordance with the provisions of Subsection 109-05 of the general specifications. A separate force account will be maintained of the total materials purchased and installation work performed.

### **BASIS OF PAYMENT:**

The lump sum for this work shall include the cost of furnishing all materials, labor, equipment, testing and fees ordered to be performed within the work limits by the Engineer in accordance with the approved plans and specifications. Monthly payments will be made for this work for the amount of work completed during the estimate period. Payment will be based on agreed prices or force account records for necessary work after all work is completed. Payment will be authorized upon the Engineer's written acceptance of the work performed.

Work required by the Contractor's negligence, carelessness or failure to perform the ordered work within a reasonable time period, shall be ordered by the Engineer to be accomplished and performed by the Contractor at its own expense.

In cases of negligence, carelessness or failure to perform ordered work, the Engineer reserves the right to employ outside assistance or to use public or private utility forces to provide the necessary corrective measures. Such incurred direct costs will be charged to the Contractor and appropriate deductions made from the Contractor's monthly progress estimate.