PART 1 - GENERAL

1.01 SUMMARY

A. The work includes all services, labor, materials, transportation and equipment necessary to perform the work indicated on the Drawings and as specified. The conditions of the Contract and Division 1 apply to this section as fully as if repeated herein.

1.02 RELATED REQUIREMENTS:

- A. Section 328400 Irrigation System
- B. Section 328400-R Recycled Water Irrigation System
- C. Section 329300 Landscaping

1.03 DEFINITIONS:

- A. Pesticide: Includes any of the following:
 - 1. Fumigant
 - 2. Herbicide
 - 3. Insecticide
 - 4. Fungicide
 - 5. Rodent repellents.
- C. Planting Bed: An area comprised of trees, shrubs, flowers, and ground cover, excluding grass.

1.04 DELIVERY, STORAGE AND HANDLING OF MATERIALS FOR PERMENANTLY IRRIGATED AND TEMPORARILY IRRIGATED SLOPES AND FLAT AREAS:

- A. Fertilizer, Gypsum, and Iron Sulphate: Deliver to the site in original containers bearing manufacturer's chemical analysis, name, trade name, or trademark, and indication of conformance to state and federal laws. Instead of containers, fertilizer, and gypsum may be furnished in bulk with a certificate indicating the above information.
- B. Pesticides: Deliver to the site in original containers with legible label indicating Environmental Protection Agency (EPA) registration number and manufacturer's registered uses.

1.05 STORAGE FOR PERMANENTLY IRRIGATED AND TEMPORARILY IRRIGATED SLOPES and FLAT AREAS:

- A. Fertilizer, Gypsum, Iron Sulphate, and Mulch: Store in dry locations away from contaminants.
- B. Pesticides: Do not store with other maintenance material. Store herbicides "downwind," relative to the airflow from other pesticides.

- 1.06 HANDLING FOR PERMANENTLY IRRIGATED AND TEMPORARILY IRRIGATED SLOPES and FLAT AREAS:
 - A. Do not drop or dump materials from vehicles.

PART 2 - PRODUCTS

- 2.01 PH ADJUSTERS:
 - A. See Specification Section: 329300 Landscaping
- 2.02 SOIL CONDITIONERS:
 - A. See Specification Section: 329300 Landscaping
- 2.03 PLANTING BACKFILL:
 - A. See Specification Section: 329300 Landscaping
- 2.04 FERTILIZERS:
 - A. See Specification Section: 329300Landscaping
- 2.05 WATER:
 - A. See Specification Section: 329300 Landscaping
- 2.06 PESTICIDES:
 - A. See Specification Section: 329300 Landscaping

PART 3 - EXECUTION

- 3.01 MAINTENANCE REQUIREMENTS DURING THE NINETY (90) DAY MAINTENANCE PERIOD:
 - A. Shrubs, and Vines:
 - 1. The contractor is responsible for the restoration and maintenance of all vegetation included in these specifications for the duration of the maintenance period. During the first two weeks of the maintenance period, the contractor shall conduct a survey of all areas and identify by quantity, species, and location, all dead, dying, and diseased vegetation. The contractor shall be responsible for restoring dying and diseased vegetation to a healthy state in accordance with accepted Horticultural Practice and Treatment. The architect and/or owners representative will be the final authority in determining which vegetation is considered dead or irreparably damaged. Restoration and replacement of vegetation is considered routine maintenance and shall be accomplished as often as necessary during the maintenance period. Vegetation replacement shall be

accomplished within 5 days after the contractor discovers or has been notified of the situation. Diseased or dead vegetation shall be removed and replaced with healthy plants of the same species. All replacement plants must be approved by the architect and/or owner's representative before planting.

- 2. Planting beds shall be cultivated, pruned, trimmed, weeded, irrigated, fertilized, mulched, and otherwise maintained in a manner that presents a professionally landscaped appearance at all times. Plant beds shall be kept weed, gopher, squirrel, rabbit and pest free. Ground cover shall not be allowed to grow into flowers, shrubs or trees. Planting beds shall be maintained in a manner that provides balance between the various types of vegetation, and prevents dominance of any one species. The contractor shall provide and maintain a minimum of three-inch layer of mulch in all planting beds with a slope gradient of 3:1 or less. The contractor shall provide for the special needs of various species. Diseased or dead vegetation shall be removed and replaced with healthy plants of the same species.
- 3. The contractor shall not use steel bow type rakes or equipment of similar design to clean plant beds. Lightweight fan rakes or vacuum equipment may be used. The contractor shall maintain the soil level in the plant beds, and ensure all surface root systems and irrigation piping are covered as required. The contractor shall be responsible for damage caused by contractor operations at no additional cost to the owner.
- 4. Shrubs and Vines shall be trimmed pruned, irrigated, fertilized to present a healthy and manicured appearance. Shrubs and Vines will not be allowed to encroach into grass areas. A definite break shall be maintained between grass and shrub areas. In such areas the contractor shall maintain a healthy and well-balanced landscape.
- 5. All shrubs, vines, and other cultivated plants shall be trimmed and pruned according to their natural growth characteristics for proper health and attractive appearance. All clippings shall be removed and disposed of by the end of each day. Pruning shall be accomplished as necessary in accordance with conditions (a) through (d) specified below. Shrubs and vines shall be trimmed to shape for aesthetic appearance and health at the frequency specified in this section.
 - a. Remove growth in front of windows, over entrance ways or walks, and any growth which will obstruct vision at street intersections. Shrubs around perimeter of buildings shall be trimmed to maintain natural growth characteristics.
 - b. Remove dead, damaged or diseased branches or limbs and crossing, rubbing and interfering branches.
 - c. Evenly form and balance the shrub to natural growth characteristics. Hedges are to be trimmed to maintain their natural growth characteristics and not allowed to obstruct pedestrian walkways. Shrubs shall be allowed to completely fill planter beds. Shrubs, hedges and vines shall not be trimmed into round, square and or geometric shapes. Side growth shall be allowed to grow unless growth is in front of windows, over

entrance ways, streets, driveways, parking area or walks, and/or any growth which will obstruct vision at street intersections.

- d. Remove growth against or over structures and into any type of electrical or telephone lines (leave growth on block walls).
- 6. Shrubs shall be pruned to evenly form and balance plant to natural growth characteristics. Shoots, suckers, and branches of shrubs not conforming to desired shape and size shall be removed. Retain typical growth habit of individual plants with as much height and spread as is practical. Shrubs shall be allowed to completely fill planter beds.
- 7. Any depression or mound around the base of shrubs intended to retain water in place for proper irrigation shall be maintained in good condition to permit the most efficient application of water and reduce waste.
- 8. Do not fertilize native plant material as shown on the planting legend during the maintenance period.
- B. Trees:
 - 1. Tree maintenance and care is considered routine on going maintenance and shall be accomplished as specified or as often as necessary during the maintenance period. Tree maintenance and care includes, staking trees, adjustment of ties and supports, removal of stakes, watering, fertilization, pest control, pruning, turf clearance, mulch clearance, removal of broken limbs and branches, tree removal/replacement, and fall cleanup.
 - 2. The contractor shall maintain and/or replace tree staking and guying as necessary as specified in section 329300 Landscaping for the duration of the maintenance period. Stakes, ties and supports shall be inspected and adjusted monthly to prevent girdling and rubbing, and to promote natural development of trees. Stakes, ties, and supports shall be removed when the tree becomes capable of supporting itself.
 - 3. Trees shall be pruned according to their natural growth characteristics to evenly form and balance the tree and to promote proper health and growth in accordance with accepted standards and horticultural practices of the National Aboriculture Society, of the Western Chapter. All tree maintenance must be performed in compliance with ANSI Z133.1 Safety Standards. Tree pruning shall include all areas of the project, which are permanently and/or temporarily irrigated for the duration of the maintenance period. All sucker growth shall be removed from and around the trees. All trees are to be inspected monthly to identify pruning needs. Pruning or trimming shall be accomplished at any time during the maintenance period as required in accordance with conditions (a) through (h) below:
 - a. Remove dead, damaged or diseased wood, or structurally weak limbs that may cause a safety hazard. Remove interfering branches, crossing and rubbing branches.

- b. Remove branches which endanger roofs, eaves, and windows or hang within eight feet of sidewalks, parking lot driveways, and which obstruct traffic signs or streetlights. This includes removal of dead or broken branches on the ground or still hanging in the tree.
- c. Provide clearance for buses, moving vans and similar vehicles along streets.
- d. Eliminate and prevent growth into electrical or telephone transmission lines. Anticipate the effects of wind on branches, which might fall on transmission lines. Shape the entire tree rather than notch the top.
- e. Prevent growth of trees in front of windows, over entranceways and walkways and which will obstruct vision at street intersections.
- f. Remove partially attached broken limbs and branches from trees regardless of diameter or length. Provide stakes or braces as required for future protection.
- g. "Skirting-Up" and "pollarding" a tree is prohibited.
- 1. Topping of trees is prohibited.
- C. Weeds, Rodent and Pest Control:
 - 1. Weed and pest control shall be performed to prevent encroachment of undesirable vegetation and noxious weeds, and infestation of pest (rodent, insect and fungus) into established landscapes, including lawns and around trees, shrubs, flower beds, etc. Noxious weeds in landscaped and natural growth areas, plant beds and landscaped areas shall not be allowed to establish themselves and be maintained weed free. Additionally, weed control is to be performed to eliminate grass and weeds in cracks and joints on all paved and concreted areas. Weed control is to be performed to prevent the encroachment of vegetation into perimeter fences and fire breaks. Rodent control shall be performed as required to maintain healthy vigorous plant growth. Live or dead rodents shall be removed within 24 hours from the project property and properly disposed of. Trees, shrubs, turf and vegetation shall be protected from all varieties of insect and rodent damage. Pesticides may be used to control pests. Pesticides and herbicides shall be used in a manner, which will not affect landscape plants health.
 - 2. All pesticides, including herbicides, insecticides, fungicides, etc., shall be applied only by persons holding a valid state license for each category of pest control work involved. Any required state, county, or local permits for possession, procurement, or use of any pesticide shall be obtained and complied with at no additional expense to the owner.
 - 3. All pesticides shall be procured, transported, stored, handled, and applied in strict accordance with the manufacturer's label, which shall be registered with the Environmental Protection Agency and the State of California. The contractor shall comply with the requirements of the Federal Insecticide, Fungicide, and

Rodenticide Act, 40 CFR 170-171, CCR Title 3, and CCR Title 8. All pesticide containers shall be managed in accordance with the requirements of CCR Title 3, Section 6684 and disposed of in accordance with CCR Title 22. Each pesticide formulation shall be registered for use under the particular environmental conditions under which it was applied. The contractor shall exercise extreme care to prevent any damage or illegal contamination by pesticides to vegetation, water, fish, animals, and humans. The contractor shall be held responsible and liable for all damage, contamination, and effects resulting from contractor's pesticide use.

- 4. Pesticide spraying shall be performed only on still days and will be stopped when unfavorable weather or other conditions exist which would unduly increase the hazard to personnel or desirable vegetation by drift, runoff, or leaching through the soil. Any project property or desirable vegetation damaged by the contractor due to pesticide applications shall be repaired or replaced at no additional cost to the owner.
- 5. Pesticide rinse water or excess pesticides from contractor operations shall be collected by the contractor in an appropriate receptacle and disposed of at an approved disposal site; or shall be applied to a similar target area to which the original application was made and in the same manner of application if allowed by the EPA registered label.
- 6. Job site pesticide applications shall be made by personnel capable of identifying the pest species to be controlled, knowledgeable of control techniques, and able to apply pesticide active ingredients at prescribed dosages and rates of application, as required by the label to achieve the required control under job site conditions, without danger to people, pets or other non-target animals, plants, or property.
- 7. The contractor shall be responsible for having a spill kit on service vehicles and for reporting and cleaning pesticide spills as required by state laws and regulations. The contractor shall submit a written report of spills on or in project property, within 8 hours of incident to the owner on company letterhead.
- D. Irrigation and Irrigation System Maintenance:
 - 1. The contractor shall plan and adjust irrigation schedules for automatic, hand or portable irrigation systems based on minimal water requirements with the following considerations:
 - a. the precipitation rates of irrigation components
 - b. soil water infiltration rate and holding capacity
 - c. exposure
 - d. plant material
 - e. site climate conditions
 - f. ET (Evapotranspiration) rate
 - g. Slope

It shall be the contractor's responsibility to adjust controllers and/or hand/portable irrigation application to compensate for weekly environmental

changes for the duration of the maintenance period. The contractor shall perform irrigation in a manner that promotes the health, growth, color and appearance of cultivated vegetation while preventing over watering, water run-off, erosion and ponding.

- 2. Irrigation includes watering of shrubs, vines, trees and plants for both permanently irrigated slopes and flat areas. Care shall be exercised by regulating the time and equipment to prevent wasting of water. Sprinkler heads shall be adjusted to prevent water spray on buildings, sidewalks, walls, monuments and adjacent hardscape. It shall be the contractor's responsibility to apply enough water to assure and maintain the health and vigor of all shrubs, trees, and planted areas. Irrigation controllers shall be programmed for no irrigation during periods of rain that exceed twelve hours of rainfall in one day or during rain storms of one day or more. Once rain has subsided controllers shall be reprogrammed for irrigation operations. Controllers shall also be checked and reset if necessary after power outages.
- 3. The contractor shall provide all equipment necessary to perform all irrigation operations. For temporarily irrigated slopes, flat areas and trees within future private lots that require manual irrigation, the contractor shall provide hoses and irrigation equipment to adequately irrigate this plant material for the duration of the maintenance period. In the event that an area has no water supply due to a system failure, the contractor shall provide a supply by either hose or truck. All valves and valve box covers shall be kept closed at all times except when in actual use.
- 4. Irrigation equipment shall be kept clear of any obstructions including plant material. Dirt or other debris surrounding sprinkler heads, which prevents proper operation, shall be removed. The contractor shall be held responsible for any damage to project property caused by careless handling of irrigation equipment including slope failure at no additional cost to the owner.
- 5. The contractor is responsible for the maintenance and repair of all components of the irrigation system for the duration of the maintenance period. This includes irrigation equipment items as shown on the original irrigation drawings. Maintenance and repairs of irrigation equipment during the maintenance period shall be done at no additional cost to the owner. Maintenance shall include but not be limited to the following:
 - a. Repair or replace broken, missing, or inoperative pop-up spray heads and pop-up rotors.
 - b. Repair or replace defective sprinkler head risers, rotors on risers, fittings, swing arms and breaks in piping. Adjust and align risers. Repairs shall include all fittings as specified in the original irrigation drawings.
 - c. Clean and adjust pop-up sprayheads, pop-up rotors, sprinkler head risers and rotors on risers and their gears and/or mechanisms, check and adjust for proper coverage.

- d. Remove dirt and debris from around pop-up spray heads and pop-up rotors.
- e. Repair or replace defective or malfunctioning control valves (Electric and/or Manual) flow sensors and master valves. Clean and service valves. The contractor shall replace any damaged or missing valve boxes or valve lids. Valve box lids shall be kept in place at all times. Barricades shall be placed over any valve boxes with missing lids until replaced. Valve boxes shall be kept level with existing grade as shown on the drawings.
- f. Maintain, service, repair or replace central controller systems as specified by the product manufacturer.
- g. System repairs and replacement shall be accomplished with new parts and equipment that are identical to existing.
- h. The contractor is responsible for required irrigation by any means during the periods of system breakdown.
- E. Fertilizer Application During the Maintenance Period:
 - 1. Apply fertilizer in a manner that promotes health, growth, color and appearance of cultivated vegetation at applications rates described in sections 329300 Landscaping and 329200 Turf for the duration of the maintenance period.
- F. Fallen Vegetation and Debris Removal:
 - 1. The contractor shall police the entire project area including all paved areas, planters, lawn areas, sidewalks (including common area sidewalks) and trash enclosures and collect fallen leaves, branches and limbs regardless of length or diameter, dead vegetation, paper, trash, cigarette butts, garbage, rocks, and any and all other debris to prevent unsightly and inordinate accumulations during normal maintenance working hours. Sidewalks shall be swept or washed as necessary to keep free of trash and graffiti. Collected items shall be promptly removed and taken to a legal disposal site.
- G. Removal of Dead Animals:
 - 1. Removal and legal disposal of animal carcasses are considered a normal maintenance task for the duration of the maintenance period. Dead carcasses shall be legally removed immediately when discovered by the contractor.
- H. Erosion Control:
 - 1. The contractor is responsible for daily visual inspection of slopes and immediately reporting areas experiencing erosion to the landscape architect and/or owner's representative on the same day noticed. If the contractor fails to notify the landscape architect and/or owner's representative of areas experiencing erosion on the same day noticed, then the contractor assumes full responsibility

for any erosion control measures and/or repairs as directed by the landscape architect and/or owner's representative at no additional cost to the owner.

- 2. Upon notification and agreement of the applicable erosion control measure by the landscape architect, the owner and the contractor, the contractor is responsible for immediately repairing and correcting any progressive rilling that may occur.
- 3. Erosion control measures may include but not be limited to:
 - a. Filling
 - b. Raking
 - c. Redirecting runoff
 - d. Properly programming irrigation operations
 - e. Replanting
 - f. Providing additional erosion control materials such as:
 - 1. jut matting
 - 2. filter fabric
 - 3. hay bales
 - 4. hay rolls
 - 5. silt fencing
 - 6. sand bags
 - 7. and/or other erosion control items as required to maintain healthy plant material and stable slopes.
- 3. Additional erosion control measures required due to irrigation operations programmed by the contractor that did not take into account cycle and soak functions of the controller will be installed and/or repaired as directed by the landscape architect and/or owner's representative at no additional cost to the owner.
- I. Frequency of Maintenance Operations:

TASK: Shrub and Vine Restoration and Replacement: Weeding: Pruning: Tree Replacement: Tree Staking: Pesticide Applications: Debris Removal & Disposal: Irrigation System Maintenance: Fertilizer Application: Fallen Vegetation and Debris Removal: Removal of Dead Animals:	FREQUENCY: As Required Daily As Required As Required As Required As Required As Required As Required Twice Weekly As Required
Removal of Dead Animals: Re-Mulching (Maintained at 3 Inches):	As Required As Required
Erosion Control:	As Required

J. At the end of the ninety (90) day maintenance period, the contractor shall request a postmaintenance walk through with the landscape architect. Prior to requesting this walk through the following requirements must be entirely satisfied:

- 1. Any outstanding maintenance items that were previously directed to be completed by the restoration specialist.
- K. Preliminary Post Maintenance Walk Through: Once the above requirements have been met a preliminary post maintenance walk through may be scheduled. At the preliminary post maintenance walk through, the following procedures will be used:
 - 1. Contractor must have (2) two personnel available with radio communication for the entire length of the walk through.
 - 2. A visual walk through of the entire landscape area will take place consisting of an examination of planting areas and noting any remaining maintenance items to be completed.
 - 3. Once the preliminary post maintenance walk through has been completed, the landscape architect shall prepare a punch list of outstanding items to be completed and will provide a copy of this list to the owner and contractor for review and use. It is the contractor's responsibility to repair, replace, and adjust all items on the punch list prior to requesting a final post maintenance walk through.
- L. Final Post Maintenance Walk Through: Before commencement of a final post maintenance walk through, each item on the preliminary post maintenance walk through punch list must be thoroughly satisfied, addressed, and resolved by the contractor. Once the above requirement has been met a final post maintenance walk through may be requested. At the final post maintenance walk through, the following procedures will be used:
 - 1. Contractor must have (2) two personnel available with radio communication for the entire length of the walk through.
 - 2. Only those items as indicated on the preliminary post maintenance walk through punch list will be addressed. This visual walk through will consist of walking through the punch list items created at the time of the preliminary post maintenance walk through, and examining outstanding items. Any remaining deficiencies in the maintenance of the wetlands mitigation will be noted.
 - 3. Once the final post maintenance walk through is completed and any outstanding items created on the final punch list have been addressed the maintenance period may end. Any additional walk throughs required due to contractors' inability to address all issues on the punch lists described above will be provided at the contractor's expense.

END OF SECTION 320533