MODIFIED WARRANTY FOR LANDSCAPING

Based upon approval by the Parks Engineer and the Parks Construction Manager, the Project Manager shall follow the procedures listed below for any project that is expected to reach Physical Completion during the winter or summer (non-seeding/planting) seasons and/or when the dates shown in the specifications do not correspond to actual project closeout conditions. The procedures are similar but slightly different for the hydroseeding of lawn areas and for landscape plantings, which include trees, shrubs, and ground cover plantings.

FOR HYDROSEEDING:

1.01 Parks Standard Specification for Maintenance, Replacement, and Warranty of Hydroseeding includes the following language:

A. Maintenance:
1. Maintain seeded areas until grass is well established and exhibits a vigorous growing condition.
2. Maintenance shall include; protection, watering, and a minimum of two mowing cycles, or until provisional acceptance.
3. After the first mowing, turf shall be fertilized with specified maintenance fertilizer for lawns and athletic fields, at the rate of 1 lb. of Nitrogen per 1,000 SF.
4. All grass clippings shall be removed from the site if requested by the Engineer.

B. Replacement: Rehydroseed at the original rate of 8 lbs. of seed per 1,000 SF, 50 lbs. of hydromulch per 1,000 SF, and 1 lb. of installation fertilizer per 1,000 SF.

C. Warranty: Hydroseeded areas shall have a relatively uniform stand of grass with no bare spots over 6" square at the time of provisional acceptance. All areas failing to vigorously establish within 90 days after germination or one growing season (whichever is longest), for any reason whatsoever, shall be redone at the Contractor's expense.

1.02 Parks Standard Specification for Hydroseeding uses the following procedures to determine Physical Completion:

A. Inspection to determine Physical Completion of seeded areas will be made by the Engineer upon the Contractor's request. Provide notification at least five (5) working days before requested inspection date.

1. Hydroseeded areas shall be accepted provided all requirements, including maintenance, have been complied with and grass is well established and exhibits a vigorous growing condition.
2. Areas failing to show a uniform stand of grass shall be rehydroseeded at the Contractor's expense.

B. Upon Physical Completion, the Owner will assume all lawn maintenance.

1.03 Parks Standard Specification for Hydroseeding under normal project conditions uses the following language for acceptable conditions and installation dates:

A. Hydroseeding shall only be done from **April 1 to May 31** or from **September 1 to October 31**.

B. No seeding shall be done before or after these dates without the Engineer's written approval. Written permission to seed from **June 1 to August 31** may be granted only if automatic irrigation is available and operational at the site. Permission to seed from **November 1 to March 31** will only be given when Physical Completion of the project is imminent and the environmental conditions are conducive to acceptable growth. No seeding shall be done on **weekends** or **legal holiday**s without written approval of the Engineer.

1.04 The project manager shall use the following standard procedures when requesting an exception to the standard specification for Hydroseeding during non-specified times:

A. Fill out the attached approval form and get it signed by the Parks Engineer.

B. Assure that the site conditions for preparation (including grading and soil preparation) have been inspected and approved by the Consulting Landscape Architect and/or Parks' Landscape Architect prior to seeding operations.

C. Schedule hydroseeding during the best possible weather and site conditions as specified above.

D. Install and provide ongoing maintenance of physical barriers and signage to prevent foot traffic from accessing newly seeded areas.

E. Retain budget to cover and make arrangements for the reseeding of all areas that are determined to not meet the normal replacement requirements of the specifications as listed above.

F. Make arrangements for the ongoing maintenance (as listed above), and transfer to operations to the appropriate district maintenance staff, for the newly seeded areas.

G. Provide the Contractor with a signed letter releasing them from or modifying the lawn establishment and warranty requirements.

FOR LANDSCAPE PLANTINGS:

2.01 Parks Standard Specification for Maintenance, Replacement, and Warranty of Landscape Plantings includes the following language:

A. Maintenance:
   1. Maintain plantings for a period of at least thirty (30) days after substantial completion of planting operations or until all plants are sufficiently recovered from transplanting and in a healthy growing condition, acceptable to the Engineer.
   2. Maintenance shall include regular (at least twice weekly) cultivating, weeding, watering, pruning (only as directed), and application of appropriate insecticides and fungicides necessary to maintain plants free of insects and disease.
      a. Re-set settled plants to proper grade and position. Restore planting saucer and adjacent material and remove dead material.
      b. Straighten, repair and adjust guy wires and stakes as required.
      c. Correct defective work, as soon as possible, after deficiencies become apparent and weather and season permit.
      d. Water trees, plants, and ground cover beds within the first twenty-four (24) hours of initial planting, and not less than twice per week (including rain) until Physical Completion.

B. Replacement: Replace, in accordance with the drawings and specifications, all plants that are dead or, as determined by the Engineer, are in an unhealthy or unsightly condition, and have lost their natural shape due to dead branches, or other causes due to the Contractor's negligence. The cost of such replacement(s) is at the Contractor's expense. Warrant all replacement plants for one (1) year after Physical Completion, unless otherwise specified.

C. Warranty:
   1. Warrant all plant materials to remain alive and be in healthy, vigorous condition for a period of one (1) year after the date of Physical Completion. Inspection of plants will be made by the Engineer at the completion of planting.
   2. Warranty shall not include damage or loss of trees, plants, or ground covers caused by fires, floods, freezing rains, lightning storms, or winds over seventy-five (75) MPH, winter kill caused by extreme cold and severe winter conditions not typical of planting area; acts of vandalism or negligence on the part of the Owner.
   3. Remove and immediately replace all plants, as determined by the Engineer, to be unsatisfactory during the initial planting installation.
   4. This warranty also applies to existing trees, shrubs and ground covers that are to be removed and heeled-in for later replanting on-site.

2.02 Parks Standard Specification for Landscape Planting uses the following procedures to determine Physical Completion:

A. Inspection to determine Physical Completion of planted areas will be made by the Engineer, upon Contractor's request. Provide notification at least ten (10) working days before requested inspection date.

1. Planted areas will be accepted provided all requirements, including the maintenance period have been complied with and plant materials are alive and in a healthy, vigorous condition.

B. Upon Physical Completion, the Owner will assume plant maintenance.

2.03 Parks Standard Specification for Landscape Planting under normal project conditions uses the following language for acceptable conditions and installation dates:

A. Plants shall not be planted during **freezing weather** or when the **ground is frozen**. Plants shall not be planted during **excessively wet** conditions. Plants shall not be placed on any day in which temperatures are forecast to **exceed 80 degrees** unless the Parks Engineer approves otherwise in writing.

B. Dates to plant: Planting trees, shrubs, and groundcovers within a Parks project site shall be performed during the period between **October 1 and April 30**. Planting at other times shall only by done by written permission of the Parks Engineer and only if an automatic irrigation system is available at the site at the time of planting.

2.04 The project manager shall use the following standard procedures when requesting an exception to the standard specification for Landscape Planting during non-specified times:

A. Fill out the attached approval form and get it signed by the Parks Engineer.

B. Assure that the site conditions for preparation (including grading and soil preparation) have been inspected and approved by the Consulting Landscape Architect and/or Parks' Landscape Architect prior to planting operations.

C. Schedule planting during the best possible weather and site conditions as specified above.

D. Install and provide ongoing maintenance of planting areas to prevent foot traffic from accessing newly planted areas.

E. Retain budget to cover and make arrangements for the replanting of all areas that are determined to not meet the normal replacement requirements of the specifications as listed above.

F. Make arrangements for the ongoing maintenance (as listed above), and transfer to operations to the appropriate district maintenance staff, for the newly planted areas.

H. Provide the Contractor with a signed copy of the approval form releasing them from or modifying the plant establishment and warranty requirements.

HYDROSEEDING / LANDSCAPE PLANTING MODIFIED WARRANTY APPROVAL FORM*:*

Date: _____

Rebecca Rufin - Parks Engineer
Seattle Department of Parks and Recreation
800 Maynard Avenue South, 3rd Floor
Seattle, Washington 98134-1336

Re: ***(Project Name)***

"I ***(insert the name of Project Manager)***, submit that the ***(hydroseeding or landscape plantings)*** being installed by ***(insert name of appropriate contractor)*** on ***(insert name of project)*** located at ***(street address or location)***, is performed in strict accordance with the contract documents. Further, I request that the warranty for this work be modified to reflect the fact that ***(insert name of appropriate contractor)***, was directed by me to proceed with ***(hydroseeding or landscape planting)*** on dates that are not within those dates in the specifications that are recommend for those operations.

The Contractor understands that they are responsible for the maintenance of modified warranty landscape elements up to provisional acceptance by the Engineer and that the Seattle Department of Parks and Recreation will assume all maintenance of normally warranted elements upon provisional acceptance and upon Physical Completion of the project.

List any other project specific special provisions or conditions:

_____
_____
_____
_____
_____

Sincerely,

_____
Project Manager Ph. # Date

_____
Contractor Ph. # Date

Approved by:

_____
Rebecca Rufin - Parks Engineer Date