

ERIE-WESTERN PA PORT AUTHORITY
LANDSCAPE MAINTENANCE

TABLE OF CONTENTS

SECTION I -INVITATION TO BID

Bid Advertisement2

SECTION 2 – INSTRUCTION TO BIDDERS

Instruction To Bidders.....3

SECTION 3 – BID FORMS

Bid Form7

Schedule Of Values9

Bid Bond15

Non-Collusion Affidavit16

Bidder Qualification Statement17

SECTION 4 – AGREEMENT FORMS

Agreement19

Performance Bond.....23

SECTION 5 – GENERAL CONDITIONS

General Conditions25

SECTION 6 – SPECIFICATIONS

Landscape Maintenance.....39

Bluff Weed and Feed.....52

SECTION 7 – SITE DRAWINGS

Site Drawing Index56

Bayfront Site Drawings.....57

Bluff Site Drawings75

ADVERTISEMENT FOR BID

The Erie-Western PA Port Authority is seeking sealed proposals for **BAYFRONT LANDSCAPE MAINTENANCE**. Proposals will be accepted until 11:00 a.m. on Wednesday, March 19, 2025, at which time they will be opened and publicly read aloud.

Prospective bidders may obtain bid documents & specifications electronically by contacting the Port Authority at 814-455-7557 or pianta@porterie.org, or by visiting www.porterie.org. Hard copies may also be obtained at the Port Authority office, 1 Holland Street, Erie, PA 16507. A NON-REFUNDABLE DEPOSIT of Seventy-Five Dollars (\$75.00) is required for each set of hard copies. A sixty-day bid hold period applies, and a ten percent bid security is required.

A MANDATORY PRE-BID CONFERENCE will be held at the Port Authority office on Tuesday, March 4, 2025, at 11:00 a.m. All qualified bidders must be present.

Tony Pianta
Associate Director of Facilities and Harbormaster
Erie-Western Pennsylvania Port Authority

SECTION A
INSTRUCTION TO BIDDERS

1. **BID FORMS**

A. These contract documents include a complete set of bidding and contract forms which are to be properly filled out, executed and returned to the offices of the Erie-Western Pennsylvania Port Authority, 1 Holland Street, Erie, Pennsylvania 16507 on weekdays between the hours of 8:30 a.m. and 4:00 p.m. and will be opened and read aloud on WEDNESDAY, MARCH 19, 2025 at 1 Holland Street, Erie, Pennsylvania.

2. **INTERPRETATIONS OF ADDENDA**

A. No oral interpretations will be made to a bidder as to the meaning of contract documents or any part thereof. Every request for such an interpretation shall be made in writing to the Erie-Western Pennsylvania Port Authority. Any inquiry received seven (7) or more days prior to the date fixed for the opening of the bids will be given consideration. Every interpretation made to a bidder will be in the form of an addendum to the contract documents and when issued, will be on file in the office of the Erie-Western Pennsylvania Port Authority before bids are open. In addition, all addenda will be mailed or emailed to each person holding contract documents, but it shall be the bidder's responsibility to make inquiry as to the addenda issued. All such addenda shall become part of the contract document, and all bidders shall be bound by such addenda whether or not received by the bidders.

3. **BIDS**

A. All bids must be submitted on the forms supplied by the Erie-Western PA Port Authority (EWPPA) and shall be subject to all requirements of the contract documents, including the drawings and these instructions to bidders. All bids must be regular in every respect and no interlineations, excisions or special conditions shall be made or included in a bid form by the bidder.

B. Bid documents, including the Bid Form, the Bid Bond, and the Non-Collusion Affidavit shall be enclosed in an envelope which shall be sealed and clearly labeled "BID FOR BAYFRONT LANDSCAPE MAINTENANCE CONTRACT", and shall include the name of the bidder and the date and time of bid opening.

C. All bids must be made on the proposal blank furnished by the Erie - Western Pennsylvania Port Authority. No bid will be considered unless the official proposal blank is signed, nor will any such bids be considered if any of the terms, conditions, etc., incorporated in the proposal form are changed, restricted, or qualified by the bidder.

D. The EWPPA may consider as irregular any bid in which there is an alteration or departure from the bid form attached hereto and at its option, may reject the same.

E. The bidder must guarantee the bid price for sixty (60) days in which timely award will be made in writing.

F. If contract is awarded, it will be awarded by the EWPPA. The contract is for a period of two (2) years. It can be terminated by either party upon thirty (30) days' notice. The Contractor can request, in writing, to renew the contract thirty (30) days prior to the end of the term. Upon written agreement between the Owner and the Contractor, said contract can be renewed annually. After the first year and then annually thereafter, the contract price will be reevaluated and adjusted if needed using the Unit Prices provided in the Bid Form.

4. BID SECURITY

A. The bid must be accompanied by a bid security in an amount which shall not be less than ten percent (10%) of the total bid price. The security shall be in the form of either a bid bond, or at the option of the bidder, the guarantee may be a cashier's check, a certified check, a bank draft or other negotiable U.S. Government Bond (at par value). The bid bond shall be secured by a guarantee or surety company listed in the latest issue of U.S. Form 570.

B. Cashier's check, certified check or bank drafts or the amount thereof, bid bonds and other negotiable U.S. government bonds of unsuccessful bidders will be returned within five (5) days after the accepted bidder has executed the contract or if no contract has been executed within sixty (60) days after the date of the opening of the bids, upon demand of the bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

5. WITHDRAWAL OF BIDS

A. Bids may be withdrawn on written or telegraphic request dispatched by the bidder in the time for delivery in the normal course of business prior to the time fixed for opening; provided that written confirmation of any telegraphic withdrawal over the signature of the bidder is placed in the mail and postmarked prior to the time set for bid opening. The bid security for any bidder withdrawing his bid in accordance with the foregoing conditions will be returned.

6. AWARD OF CONTRACT

A. A contract will be awarded to the bidder determined by the EWPPA in its full judgment under all the circumstances to the lowest responsible bidder meeting specifications. The EWPPA reserves the right to reject any and all bids or a portion thereof and to waive any informality in bids received whenever such rejection or waiver is in its interest. The bidder to whom the award is made will be notified at the earliest possible date.

B. The EWPPA reserves the right to consider as unqualified to perform the contract any bidder who does not habitually perform with his own forces a major portion of the work involved.

C. In case of two or more identical bids tying as to low bid, the EWPPA reserves the right to select, in its own discretion, from among such identical bidders, one bidder who shall be awarded the contract.

7. CONFORMITY WITH SPECIFICATIONS

A. In submitting a proposal, the bidder shall guarantee to comply in every respect to the specifications herein outlined.

8. NON-COLLUSION AFFIDAVIT

A. Each bidder submitting a bid to the EWPPA for consideration shall execute and attach thereto an affidavit substantially in the form herein provided, to the effect that he has not colluded with any other person, firm or corporation in regard to any bid submitted.

9. EXECUTION OF AGREEMENT

A. Subsequent to the award and within ten (10) days after the prescribed forms are presented for signature, the successful bidder shall execute and deliver to the EWPPA an agreement in the form included in the contract documents and such number of copies as the EWPPA may require.

10. DEFAULT

A. Failure of successful bidder to execute such agreement and to supply the requested bond or bonds within ten (10) days after the prescribed forms are presented for signature or within the extended period, as the EWPPA may grant, based upon a response determined sufficient by the EWPPA shall constitute a default, and the EWPPA shall declare the bid security of such bidder forfeit and may either award the contract to the next responsible bidder or re-advertise for bids and may charge against the bidder the difference between the amount for such contract for the work that is subsequently executed, irrespective of the amount of the bid bond. If a more favorable bid is received, the defaulting bidder shall have no claim against the EWPPA.

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Bid Form

PROJECT:

Erie-Western Pennsylvania Port Authority
Bayfront Landscape Maintenance
City of Erie, Erie County, Pennsylvania

THIS BID IS SUBMITTED TO:

Erie-Western Pennsylvania Port Authority
1 Holland Street
Erie, PA 16507

1.0 The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an Agreement with OWNER to perform all Work as specified or indicated in the Bidding Documents for the prices and within the times indicated in this Bid.

2.0 Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. The Bid will remain subject to acceptance for 60 days after the Bid opening, or for such longer period of time that Bidder may agree to in writing upon request of OWNER.

3.0 In submitting this Bid, Bidder represents, as set forth in the Agreement, that:

3.01 Bidder has examined and carefully studied the Bidding Documents, the other related data identified in the Bidding Documents, and the following Addenda, receipt of all which is hereby acknowledged.

Addendum No.	Addendum Date
_____	_____
_____	_____
_____	_____

3.01 Bidder has visited the Site(s) and become familiar with and is satisfied as to the general, local and Site conditions that may affect cost, progress, and performance of the Work.

3.02 Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress and performance of the work.

3.03 Bidder has carefully studied all drawings related to the Site(s), the General Conditions and Specifications related to the work.

3.04 Bidder does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the determination of this Bid for performance of the Work at the price(s) bid and within the times and in accordance with the other terms and conditions of the Bidding Documents.

3.05 Bidder is aware of the general nature of work to be performed by OWNER and others at the Site that relates to the Work as indicated in the Bidding Documents.

3.06 Bidder has correlated the information known to Bidder, information and observations obtained from visits to the Site(s), drawings and all additional data identified in the Bidding Documents.

3.07 Bidder has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that Bidder has discovered in the Bidding Documents, and the written resolution thereof by OWNER is acceptable to Bidder.

3.08 The Bidding Documents are generally sufficient to indicate and convey understanding of all terms and conditions for the performance of the Work for which this Bid is submitted.

4.0 Bidder further represents that this Bid is genuine and not made in the interest of or on behalf of any undisclosed individual or entity and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any individual or entity to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over OWNER.

5.0 Bidder will complete the Work in accordance with the Contract Documents for the following price(s).

5.01 SCHEDULE OF VALUES INSTRUCTIONS

Use the Schedule Of Values worksheet to calculate the Total Price for each location. First reference Section 2.700 Specifications and Subsection 3.11 Schedule to determine the Occurrences Per Season. Then multiply the Occurrences Per Season by the Price Per Occurrence to get the Total Price for each location. ONLY THE TOTAL PRICE FOR EACH FIGURE(LOCATION) IS REQUIRED FOR BID SUBMISSION. The sum of all Total Prices will result in the Lump Sum amount for the bid.

SCHEDULE OF VALUES			
ERIE-WESTERN PA PORT AUTHORITY			
BAYFRONT LANDSCAPE MAINTENANCE			
	Occurrences	Price	
	Per	Per	Total
	Season	Occurrence	Price
FIGURE 1: LINCOLN PARK & RIDE			
Seasonal mowing, edging, bed maintenance			
Seasonal mulching of beds and trees			
Pruning of trees and shrubs			
Fertilization			
Weed control			
FIGURE 2: WEST BIKE PATH			
Seasonal mowing, edging, bed maintenance			
Seasonal mulching of beds and trees			
Pruning of trees and shrubs			
Fertilization			
Weed control			
FIGURE 3: CASCADE CREEK ACCESS			
Seasonal mowing, edging, bed maintenance			
Seasonal mulching of beds and trees			
Pruning of trees and shrubs			
Fertilization			
Weed control & trimming natural areas			
Irrigation maintenance			
FIGURE 4: BAYFRONT PARK & RIDE, & CASCADE PATH			
Seasonal mowing, edging, bed maintenance			
Seasonal mulching of beds and trees			
Pruning of trees and shrubs			
Fertilization			
Weed control			
Irrigation maintenance			
FIGURE 5: LIBERTY PARK			
Seasonal mowing, edging, bed maintenance			
Seasonal mulching of beds and trees			
Pruning of trees and shrubs			
Fertilization			
Weed control			
Irrigation maintenance			

<u>SCHEDULE OF VALUES</u>			
<u>ERIE-WESTERN PA PORT AUTHORITY</u>			
<u>BAYFRONT LANDSCAPE MAINTENANCE</u>			
	Occurrences	Price	
	Per Season	Per Occurrence	Total Price
FIGURE 6: CHESTNUT ST. BOAT LAUNCH			
Seasonal mowing, edging, bed maintenance			
Seasonal mulching of beds and trees			
Pruning of trees and shrubs			
Fertilization			
Weed control			
FIGURE 7: CHESTNUT ACCESS ROAD			
Seasonal bed maintenance			
Seasonal mulching of beds and trees			
Pruning of trees and shrubs			
Weed control			
FIGURE 8: DOBBINS LANDING			
Seasonal bed maintenance			
Seasonal mulching of beds and trees			
Pruning of trees and shrubs			
Weed control			
FIGURE 9: EAST DOBBINS LANDING			
Seasonal bed maintenance			
Seasonal mulching of beds and trees			
Weed Control			
FIGURE 10: STATE STREET			
Seasonal mowing, edging, bed maintenance			
Seasonal mulching of beds and trees			
Pruning of trees and shrubs			
Fertilization			
Weed control			
FIGURE 11 WOLVERINE PARK & WEST FRONT EXTENSION			
Seasonal mowing, edging, bed maintenance			
Seasonal mulching of beds and trees			
Pruning of trees and shrubs			
Fertilization			
Weed control			

SCHEDULE OF VALUES			
<u>ERIE-WESTERN PA PORT AUTHORITY</u>			
<u>BAYFRONT LANDSCAPE MAINTENANCE</u>			
	Occurrences	Price	
	Per Season	Per Occurrence	Total Price
FIGURE 12: CRUISE BOAT TERMINAL			
Seasonal mowing, edging, bed maintenance			
Seasonal mulching of beds and trees			
Pruning of trees and shrubs			
Fertilization			
Weed control			
FIGURE 13: ORE DOCK SLIP			
Seasonal mowing, edging, bed maintenance			
Seasonal mulching of beds and trees			
Pruning of trees and shrubs			
Fertilization			
Weed control			
FIGURES 14A & 14B: EAST SIDE BIKE PATH			
Seasonal mowing, edging, bed maintenance			
Seasonal mulching of beds and trees			
Pruning of trees and shrubs			
Fertilization			
Weed control			
FIGURE 15: PORT ACCESS ROAD			
Weed control			
FIGURE 16: SOUTH PIER			
Seasonal mowing, edging, bed maintenance			
Seasonal mulching of beds and trees			
Pruning of trees and shrubs			
Fertilization			
Weed control			
FIGURE 17: SASSAFRAS STREET EXTENSION			
Seasonal mowing, edging, bed maintenance			
Seasonal mulching of beds and trees			
Pruning of trees and shrubs			
Fertilization			
Weed control			

5.02 LUMP SUM

The Lump Sum shall include all other associated appurtenant work and furnishing of all materials, labor, tools, and equipment to provide seasonal landscape grounds and bluff maintenance at the specified locations, in accordance with the schedules and specifications outlined in the Contract Documents. The Lump Sum is the sum of all Total Prices listed on the Schedule of Values, covering all tasks required to complete the project.

Lump sum

_____ \$ _____
 Use Words Figures

5.03 UNIT PRICES

Unit prices may be used by OWNER to adjust the Base Bid to a higher or lower award price as available funding allows, and the unit prices will be used for determining the cost of additional Contract Work should it be required and/or desired by the OWNER. Bidder acknowledges that the unit price Bid will be based upon quantities as set forth in the Contract Documents.

The Unit prices shall include all other associated appurtenant work necessary and furnishing of all the materials, labor, tools, and equipment necessary to provide a complete and finished project as described in the Contract Documents.

	<u>Item Description</u>	<u>Unit</u>	<u>Unit Price</u>
1.	Mowing, edging, trimming applying fertilizers, insecticides & herbicides for lawn areas	1,000 sq ft	\$ _____ / 1,000 sq ft
2.	Bed maintenance – weeding, cleaning & mulching	100 sq ft	\$ _____ / 100 sq ft
4.	Weed control in landscaped areas, edges of pavements, cracks & joints	1,000 sq ft	\$ _____ / 1,000 sq ft
5.	Additional application of herbicides on Bluff locations	1,000 sq ft	\$ _____ / 1,000 sq ft
6.	Irrigation spray head replacement parts	Each	\$ _____ / each

- 7. Irrigation spray head replacement labor 1 Hour \$_____ / 1 hr
- 8. Lawn rut repair (prep, provide & place
2" topsoil and seed) 1 sq ft \$_____ / 1 sq ft

6.0 Bidder agrees that the Work for the project will be completed within the Contract Times in accordance with the Contract Documents.

7.0 Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified above, which shall be stated in the Agreement.

SUBMITTED on _____, 20_____

Name (typed or printed): _____

By: _____

(Individual's signature)

Title: _____

Doing business as _____

Business address: _____

Phone No.: _____ Email: _____

BID BOND

KNOWN ALL MEN BY THESE PRESENTS, that we the undersigned _____
_____ as PRINCIPAL, and _____
_____ as SURETY are held and firmly bound unto the Erie Western Pennsylvania Port Authority, Erie,
Pennsylvania, (hereinafter called the "EWPPA") in the penal sum of _____ Dollars (\$ _____),
lawful money of the United States, for the payment of which sum well and truly to be made, assigns, jointly and severally, firmly by these presents:

WHEREAS, said Principal has submitted to the accompanying bid, dated _____, 2025, FOR _____

NOW, therefore, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the Principal shall not withdraw said bid after the opening of the same, and shall within the period specified heretofore, or, if no period be specified within ten (10) days after the prescribed forms are presented to him for signature, enter into a written contract with the EWPPA in accordance with the bid as accepted, and give bonds with good and sufficient surety or sureties, as may be required for the faithful performance and proper fulfillment of such contract and for the payment of labor and materialmen, or in the event of the withdrawal of said bid, or the failure to enter into such contract and give such bonds within the time specified, and the Principal shall pay the EWPPA the difference between the amount specified in said bid and the amount for which the EWPPA may procure the required work or supplies or both, if the latter amount be in excess of the former, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

Surety agrees that the issuance of this bid bond is a representation to the EWPPA that it will issue both a Performance Bond and a Labor and Materialmen's Bond in the event of the Principal shall be awarded the Contract.

IN WITNESS WHEREOF, the above bounded parties have executed this instrument under their several seals this _____ day of _____, 2025, the name and corporate seals of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

(Business Address)

Witness:

(Business Address)

(Corporate Principal sign here)

(Firm Name)

(Address)

(SEAL)

Attest:

By: _____

By: _____

Title: _____

Title: _____

(Surety sign here)

(SEAL)

(Surety Company)

Attest:

By: _____

By: _____

(Power of Attorney for person signing for Surety Company must be attached to bond.)

NON-COLLUSION AFFIDAVIT

STATE OF _____)

) SS.

COUNTY OF _____)

_____, being first duly sworn, deposes and says that:

- (1) He is fully (owner, partner, officer, representative or agent) of _____, the bidder that has submitted the attached bid;
- (2) He is fully informed respecting the preparation and content of the attached bid and all circumstances in respect to submitting such bid;
- (3) Such bid is genuine and is not a collusive or shame bid;
- (4) Neither the bidder nor any of its partners, owners, agents, representatives, employees or other parties in interest, including affiant has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other bidders, firm or person to submit a collusive or shame bid in connection with the Contract for which the attached bid has been submitted or to refrain from bidding in connection with such contract, or has in any manner, directly or indirectly, sought by agreement or collusion or communication or conference of any other bidder, firm or person to fix the price or prices in the attached bid or any other bidder, or to fix any overhead, profit or cost element of the bid price or the bid price of any other bidder, or to secure through any collusion, conspiracy, connivance or unlawful agreement any advantage against the Erie Western Pennsylvania Port Authority or any person interested in the proposed contract; and
- (5) The price or prices quoted in the attached bid are fair and proper and are not tainted by any collusion, conspiracy, connivance or unlawful agreement on the part of the bidder or any of its agents, representatives, owners, employees, or parties of interest, including this affiant. The bidder, nor any of its officers, partners, owners, agents, representatives, employees or parties of interest, including this affiant, are not currently under investigation by any governmental agency and have not in the last four years been convicted or found liable in any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

I state _____ (name of bidder) understands and acknowledges that the above representations are material and important and relied upon by the Erie Western Pennsylvania Port Authority in awarding the contract for which this bid is submitted. I understand, and my firm understands, that any misstatements in this Affidavit are, and shall be treated as fraudulent concealment from the Erie- Western Pennsylvania Port Authority, the true facts relating to the condition of bids for this contract.

Title

Sworn to and subscribed before me this _____ day of _____, 2025.

Notary Public

My commission expires _____, 20_____

BIDDER QUALIFICATION STATEMENT

Important Note: The Erie-Western PA Port Authority (Owner) plans to enter into a contract with the lowest responsible bidder for landscaping services. The Owner may make such investigations as deemed necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish such information and data for this purpose as the Owner may request. The OWNER reserves the right to reject any bid if the evidence submitted by, or investigation of, such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract.

Business name: _____

Business address: _____

How many years has your organization been in business: _____

Has the organization been in business under any other name: _____

If so, under what other or former names has your organization operated: _____

Owners Name: _____

If your organization is a partnership, answer the following:

1. Type of partnership (if applicable): _____

2. Name(s) of general partner(s): _____

Number of employees within your organization: _____

List any applicable license or certificates in which your organization holds in the Commonwealth of Pennsylvania: _____

List other contracts of a similar nature and scope to this Contract: _____

List contracts where your organization failed to perform properly or meet a deadline on time: _____

List any experience with public entities such as State, or Local: _____

List the categories of work that your organization normally performs with its own forces: _____

BIDDER QUALIFICATION STATEMENT
Continued

List the major equipment owned, the availability, size, capacity, condition (poor, fair, good, new): _____

PRINTED NAME: _____

SIGNATURE: _____

TITLE: _____

Dated this ____ day of _____ 2025

AGREEMENT

THIS AGREEMENT is by and between Erie-Western Pennsylvania Port Authority (hereinafter called OWNER and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

WORK

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows: Provide landscape services throughout Port Authority properties and easements including mowing, bed maintenance, mulching, weeding, irrigation maintenance, pruning, application of fertilizers, insecticides, and herbicides, and general site clean-up.

THE PROJECT

The Project for which the Work under the Contract Documents may be the whole or only a part is generally described as follows:

Erie-Western Pennsylvania Port Authority
Bayfront Landscape Maintenance

CONTRACT TIMES

Time of the Essence

All time limits for Milestones, if any, Substantial Completion, and completion and readiness for final payment as stated in the Contract Documents are of the essence of the Contract.

Bidder agrees that the Work for the project will be completed and ready for final payment in

CONTRACT PRICE

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the following contract price:

Lump Sum

The Lump Sum shall include all other associated appurtenant work necessary and furnishing of all the materials, labor, tools, and equipment necessary to provide a complete and finished project as described in the Contract Documents.

Lump Sum

_____ \$ _____
Use Words Figures

UNIT PRICES

(Unit prices may be used by OWNER to adjust the Base Bid to a higher or lower award price as available funding allows, and the unit prices will be used for determining the cost of additional Contract Work should it be required and/or desired by the OWNER. Bidder acknowledges that the unit price Bid will be based upon quantities as set forth in the Contract Documents.)

PAYMENT PROCEDURES

Submittal and Processing of Payments

CONTRACTOR shall submit Applications for Payment which will be processed by OWNER as provided in the General Conditions.

Progress Payments

OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment on each month during performance of the Work. All such payments will be measured by the schedule of values established in the General Conditions and in the case of Unit Price Work based on the number of units completed.

Final Payment

Upon final completion and acceptance of the Work in accordance with the General Conditions, OWNER shall pay the remainder of the Contract Price.

CONTRACTOR'S REPRESENTATIONS

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

CONTRACTOR has examined and carefully studied the Contract Documents and the other related data identified in the Bidding Documents.

CONTRACTOR has visited the Site(s) and become familiar with and is satisfied as to the general, local, and Site conditions that may affect cost, progress, and performance of the Work.

CONTRACTOR is familiar with and is satisfied as to all federal, state, and local Laws and Regulations that may affect cost, progress, and performance of the Work.

CONTRACTOR has carefully studied all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the Site (except Underground Facilities).

CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all additional examinations, investigations, explorations, concerning conditions at or contiguous to the Sites which may affect cost, progress, or performance of the Work or which relate to any aspect of the means, methods, techniques, sequences, and procedures to be employed by CONTRACTOR as required by the Contract Documents.

CONTRACTOR does not consider that any further examinations, investigations, explorations, tests, studies, or data are necessary for the performance of the Work at the Contract Price, within the Contract Times, and in accordance with the other terms and conditions of the Contract Documents.

CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the Site, reports and drawings identified in the Contract Documents, and all additional examinations, investigations, explorations, tests, studies, and data with the Contract Documents.

CONTRACTOR has given OWNER written notice of all conflicts, errors, ambiguities, or discrepancies that CONTRACTOR has discovered in the Contract Documents, and the written resolution thereof by OWNER is acceptable to CONTRACTOR.

The Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

CONTRACT DOCUMENTS

The Contract Documents may only be amended, modified, or supplemented as provided in the General Conditions.

MISCELLANEOUS

Assignment of Contract

No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

Successors and Assigns

OWNER and CONTRACTOR each binds itself, its partners, successors, assigns, and legal representatives to the other party hereto, its partners, successors, assigns, and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents.

Severability

Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in duplicate. One counterpart each has been delivered to OWNER and CONTRACTOR. All portions of the Contract Documents have been signed or identified by OWNER and CONTRACTOR or on their behalf.

This Agreement will be effective on _____, _____(which is the Effective Date of the Agreement).

OWNER:

Erie-Western Pennsylvania Port Authority

By: _____

[CORPORATE SEAL]

Attest _____

Address for giving notices:

Erie-Western Pennsylvania Port Authority

1 Holland Street

Erie PA 16507

CONTRACTOR:

By: _____

[CORPORATE SEAL]

Attest _____

Address for giving notices:

(If CONTRACTOR is a corporation or a partnership,
attach evidence of authority to sign.)

Designated Representative:

Name: _____

Title: _____

Phone: _____

Designated Representative:

Name: _____

Title: _____

Phone: _____

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

Erie-Western Pennsylvania Port Authority
1 Holland Street
Erie Pennsylvania, 16507

CONTRACT

Date: _____

Amount: \$ _____

Description (Name and Location):

Landscape maintenance at various locations on Port Authority properties in the City of Erie, Erie County.

BOND

Date (Not earlier than Contract Date): _____

Amount: _____

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: _____ (Corp. Seal)

SURETY

Company: _____ (Corp. Seal)

Signature: _____

Name and Title:

Signature: _____

Name and Title:

IMPORTANT: Surety companies executing BONDS must appear on the Treasury Department's most current list (Circular 570 as amended) and must be authorized to transact business in the state where the PROJECT is located.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
 - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
 - 3.3.1. The Surety in accordance with the terms of the Contract;
 - 3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bond executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances:
 - 4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
 - 4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.
12. Definitions.
 - 12.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made on behalf of the CONTRACTOR under the Contract.
 - 12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
 - 12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
 - 12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

GENERAL CONDITIONS

1. Principals and Definitions

- A. Wherever used in the Contract Documents, the terms listed below will have the meanings indicated which are applicable to both the singular and plural thereof.
1. Contract Documents. The Contract Documents consist of the Agreement, Instructions to Bidders, General Conditions, the Drawings and the Specifications, Special Conditions and the inclusion of all modifications incorporated in the documents before their execution.
 2. Addenda. Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the Contract Documents.
 3. Bidding Documents. The Bidding Requirements and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).
 4. Bid. The offer or proposal of a bidder submitted on the prescribed form setting forth the prices for the Work to be performed.
 5. Contractor. The person or persons who have contracted for the erection and completion of the work with the Owner.
 6. Subcontractor. The person or persons having a direct contract with the Contractor and includes one who furnished material worked to a special design according to plans and specifications of this work but does not include one who merely furnished materials not so worked.
 7. Owner. The individual, entity, public body, or authority with whom Contractor has entered into the Agreement and for whom the Work is to be performed.
 8. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if mailed to the last known business address of the Bidder.
 9. Work. Work includes labor or materials or both.
 10. Completion. Full and exact compliance with the provisions and requirements expressed or implied in these specifications and the drawings.
 11. Best. The first grade or quality of the materials specified.
 12. Approved or Equal. When the words "approved", "satisfactory", "or equal", "proper", "as directed", etc., are used, approval by the Landscape Architect is understood.
 13. Time Limits. All time limits stated in the contract documents are of the essence of the contract. The Laws of Pennsylvania shall govern the construction of this Contract.
 14. Specifications. That part of the Contract Documents consisting of written technical descriptions of materials, equipment, systems, standards, and workmanship as applied to the Work and certain administrative details applicable thereto.
 15. Unit Price Work. Work to be paid for on the basis of unit prices.

- 16. Laws and Regulation. Any and all applicable laws, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.
- 17. Site. Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements for access thereto, and such other lands furnished by Owner which are designated for the use of Contractor.
- 18. Written Amendment. A written statement modifying the Contract Documents, signed by Owner and Contractor on or after the Effective Date of the Agreement and normally dealing with the nontechnical aspects of the Contract Documents.

2. Drawings and Specifications

- A. The Contract Documents are complementary, and what is called for by any one shall be as binding as if call for by all. The intention of the documents is to include all labor and materials, equipment and transportation necessary for the proper execution of the work. It is not intended, however, that materials or work not covered by or properly inferable from any heading, branch, class or trade of the specifications shall be supplied unless distinctly so noted on the drawings. Materials or work described in words which have a well-known technical or trade meaning shall refer to recognized standards.
- B. The Contract Documents shall be signed in duplicate by the Owner and the Contractor.
- C. Additional instructions, if necessary for the proper execution of the work, will be furnished.
- D. The owner will furnish the Contractor two (2) complete sets of Contract Drawings and Specifications. The Contractor will keep one copy of all drawings and specifications at the work site in good order for reference and available to the Owner and its representative. Additional sets of drawings desired by the Contractor will be furnished to him at cost.
- E. All drawings and specifications furnished by the Owner are his property. They are not to be used on other work and, with the exception to the signed contract set, are to be returned to him on request, upon completion of the work.

3. Progress Schedule

- A. Within Ten (10) days of the award of a contract, as evidenced by the date appearing on the Agreement, the Contractor shall submit to the Owner a proposed work schedule. The schedule shall be a bar graph, showing the beginning dates and the completion dates of the various elements covered by the contract.
- B. This schedule shall be reviewed from time to time during the prosecution of the work by the Owner, or its appointed officials, and the Contractor, and shall be revised as mutually agreed upon to reflect a realistic expectation of the progress of the work.

4. Labor and Working Hours

- A. CONTRACTOR shall provide competent, suitably qualified personnel to perform the Work as required by the Contract Documents.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, and CONTRACTOR will not permit overtime work or the performance of Work on Saturday, Sunday, or any legal holiday without OWNER's consent.

5. Supervision

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures.

B. At all times during the progress of the Work, Contractor shall assign a competent supervisor. The supervisor shall not be changed except with the consent of the Owner unless the supervisor proves to be unsatisfactory to the Contractor and ceases to be in his employ. The supervisor shall represent the Contractor his absence, and all directions given to him shall be as binding as if given to the Contractor. Important directions to the contractor shall be confirmed in writing.

6. Security for Faithful Performance

A. The successful bidder shall furnish to the Owner, a performance bond at 100% of the contract amount conditioned upon the faithful performance of the contract. The bond shall be solely for the benefit of the Owner and shall be secured by a guarantee or surety company legally authorized to do business in the Commonwealth of Pennsylvania and listed in the latest issue of U.S. Form 570. Said bond shall be furnished before any contract is awarded.

6. Materials and Equipment

A. Unless otherwise specified, the Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, equipment and machinery, tools, appliances, fuel, and all other facilities and incidentals necessary for the performance, and completion of the Work.

B. All materials and equipment incorporated into the Work shall be as specified or, if not specified, shall be of good quality and new, except as otherwise provided in the Contract Documents. All warranties and guarantees specifically called for by the Specifications shall expressly run to the benefit of Owner. If required by Owner, Contractor shall furnish satisfactory evidence as to the source, kind, and quality of materials and equipment. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7. Substitutes and "Or-Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the specification or description is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or-equal" item or no substitution is permitted, other items of material or equipment or material or equipment of other Suppliers may be submitted to OWNER for review

under the circumstances described below.

CONTRACTOR shall submit samples and sufficient information to allow OWNER to determine that the item of material or equipment proposed is essentially equivalent to that named and is an acceptable Equal or substitute.

“Or-Equal” Items: If in OWNER’s sole discretion a proposed item of material or equipment is functionally equal to that named and sufficiently similar so that no change in related Work will be required, it may be considered as an “or-equal” item. A proposed item of material or equipment will be considered functionally equal to an item so named if: it is at least equal in quality, durability, appearance, strength, and design characteristics; it will reliably perform at least equally as well; and there is no increase in cost to the OWNER; and it will conform substantially to the detailed requirements of the item named in the Contract Documents.

8. Reporting Discrepancies

A. If, during the performance of the Work, CONTRACTOR discovers any conflict, error, ambiguity, or discrepancy between the Contract Documents and any provision of any applicable Law or Regulations or of any standard, specification, manual or code, or of any instruction of any Supplier, CONTRACTOR shall report it to OWNER at once.

9. Safety and Protection

A. The Contractor shall take all necessary precautions for the safety of employees on the work, and shall comply with all applicable provisions of Federal, State and Municipal safety laws and codes to prevent accidents or injury to persons on, about or adjacent to the premises where the work is being performed. He shall erect and properly maintain at all times, as required by the conditions and progress of the work, all necessary safeguards for the protection of employees and the public and shall post danger signs warning against the hazards created by the work. The Contractor shall designate a responsible member of his organization on the site as Safety Officer whose duty shall be the prevention of accidents.

B. Special attention is called to the rules and regulations of the Occupational Safety and Health Administration Act of 1970. Compliance is required, including specific records and reporting.

C. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising in connection with this Contract. He shall make good any such damage, injury, or loss, except such as may be directly due to errors in the Contract Documents or caused by agents or employees of the Owner. He shall adequately protect adjacent property as provided by Law and the Contract Documents.

D. In an emergency the Contractor, without special instructions or authorization from the Owner, is hereby permitted to act, at his discretion, to prevent loss of life or damage to the project or adjoining property, and he shall act without appeal, if so instructed or authorized. Any compensation claimed by the Contractor on account of emergency work shall be determined by agreement or by arbitration.

9. Permits and Regulations

A. The Contractor shall obtain and pay for all permits and licenses, and shall give all notices, pay for all fees and comply with all laws, ordinances, rules and regulations bearing on the work.

10. Royalties and Patents

A. The Contractor shall pay all royalties and license fees. He shall defend all suits or claims for infringement of any patent rights and shall save the Owner harmless from loss on account thereof.

11. Inspection of the Work

A. The Owner and his representatives shall at all times have access to the work, and the Contractor shall provide proper access and for inspection.

B. Re-examination of questioned work may be ordered by the Owner, and if so ordered the work must be uncovered by the Contractor. If such work is found in accordance with the Contract Document, the Owner shall pay the cost of re-examination and replacement. If such work is found not in accordance with the Contract Documents, the Contractor shall pay such cost.

12. Deductions for Uncorrected Work

A. If Owner deems it inexpedient to correct work injured or not done in accordance with the Contract Documents, an equitable deduction from the contract price shall be made.

13. Changes in the Work

A. The Owner, without invalidating the Contract, may make changes by altering, adding to or deducting from the work. The contract sum will be adjusted accordingly based on Unit Pricing. All such work shall be executed under the conditions of the original contract, except that any claim for extension of time caused shall be adjusted at the time of ordering such change.

B. No change shall be made unless by a written order from the Owner, and no claim for an addition to the contract sum shall be valid unless so ordered.

14. Claims for Extra Cost

A. If the Contractor claims that any written instructions involve extra cost under his contract, he shall give the Owner written notice thereof within a reasonable time after the recipient of such instructions, and before proceeding to execute the work, except in an emergency endangering life or property. No such claims shall be valid unless so made.

15. Delays

A. If the Contractor is delayed in the completion of the work by any act or neglect of the Owner or of any employee of the Owner or by any other contractor employed by the Owner or by changes ordered in the work or by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties or by any causes beyond the Contractor's control, or by delay

authorized by Owner pending arbitration, or by any cause which the Owner shall decide to justify the delay, then the time of completion shall be extended for such reasonable time.

16. Correction of Work Before Final Payment

A. Contractor shall promptly remove from the premises all materials condemned as failing to conform to the Contract, whether incorporated in the work or not, and the Contractor shall promptly replace and re-execute his own work in accordance with the Contract and without expenses to the Owner, and shall bear the expense of making good all work of other contractors destroyed or damaged by such removal or replacement.

B. If Contractor does not remove such condemned work and materials within a reasonable time, fixed by written notice, the Owner may remove them and may store the material at the expense of the Contractor. If the Contractor does not pay the expense of such removal within ten days' time thereafter, the Owner may, upon ten days written notice, sell such materials at auction or at private sale and shall account for the net proceeds thereof, after deducting all the costs and expenses that should have borne by the Contractor.

17. Correction of Work after Final Payment

A. Neither the final certificate nor payment for any provision in the Contract Documents shall relieve the Contractor of responsibility for faulty materials or workmanship, and he shall remedy any defects due thereto and pay for any damage to other work resulting therefrom which shall appear within a period of one year from date of final payment on the contract. The Owner shall promptly give notice of observed defects.

20. Owner's Right to do Work

A. If the Contractor should neglect to complete the work properly or fail to perform any provision of this contract, the Owner, after three days' written notice to the Contractor, may make good such deficiencies and may deduct the cost thereof from the payment then or thereafter due the contractor.

23. Owner's Right to Terminate Contract

A. If the Contractor should be judged bankrupt, or if he should make a general assignment for the benefit of his creditors, or if a receiver should be appointed on account of his insolvency, or if he should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply enough properly skilled workmen or proper materials, or if he should fail to make prompt payment to sub-contractors for material or labor, or persistently disregard laws, instructions of the Owner, or otherwise be guilty of a substantial violation of any provision of the Contract, then the Owner, upon sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days' written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances thereon and finish the work by whatever method the Owner may deem expedient. In such cases the Contractor shall not be entitled to receive any further payment until the work is finished. If the expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner.

24. Contractor's Right to Stop Work or Terminate Contract

A. If the work should be stopped under any court order or other public authority, for a period of three months, through no act or fault the Contractor or of anyone employed by him, or if the Owner should fail to pay to the Contractor within seven days of its maturity and presentation, any sum due or awarded by arbitration, then the Contractor may upon seven days' written notice to the Owner, stop work or terminate this contract and recover from the Owner payment for all work executed and any loss sustained upon any materials and reasonable profit and damages.

25. Payments

A. Payment on account of contracts will be made monthly as the work progresses. All payments will be made by check on the Owner's depository.

B. Within Ten (10) days of the award of a contract, the Contractor shall submit to the Owner a schedule of values detailing the tasks to be performed at each location, and the cost breakout of the eight-month season in dollar amounts of the various parts of the work including quantities, aggregating the total sum of the contract, divided so as to facilitate payments. This schedule when approved by the Owner, shall be used as a basis for payments on account.

26. Payments Withheld

A. The Owner, or such parties as designated by the Owner, may withhold or nullify the whole or part of any estimate for payment as necessary to protect the Owner from loss due to defective work not remedied. The Owner may also withhold or nullify any part of any estimate if the Contractor fails to make payments properly to subcontractors or for material or labor or if the Owner doubts that the contract can be completed for the unpaid balance.

27. Responsibility

A. The Contractor hereby assumes the obligation to save the Owner harmless and indemnify the Owner from every expense, liability or payment by reason of any injury to any persons including death suffered through any act or omission of the Contractor or anyone employed by him, in the prosecution of the work.

B. It shall be the responsibility of the Contractor to perform all work in compliance with all Federal, State, and Local laws, regulations and codes.

C. It is hereby understood that all materials, fixtures and apparatus at the site of the work are in the custody and the full responsibility of the Contractor up to the time the work is accepted as completed.

28. Insurances

A. Prior to start of the Work, Contractor shall procure and maintain at the Contractor's own expense for the duration of the agreement, the following insurance against claims for injuries to persons or damages to the property which may arise from or in connection with the possession, occupancy, operation and use of the Premises by Contractor, Contractor's agents, representatives, employees or subcontractors.

B. The types of insurance, and minimum amount of limits, required hereunder are:

Comprehensive/Commercial General Liability of not less than \$1,000,000 per occurrence and \$2,000,000 in aggregate.

Workers' Compensation and Employer's Liability of not less than \$1,000,000 per accident.

Auto Liability Insurance of not less than \$1,000,000.

Umbrella policy of not less than \$5,000,000.

Insurance certificates naming the Erie-Western PA Port Authority as additional insured.

To the fullest extent permitted by applicable state law, a Waiver of Subrogation Clause shall be added to the General Liability, Automobile, Umbrella and Workers Compensation policies in favor of the Erie-Western PA Port Authority, and this clause shall apply to Erie-Western PA Port Authority officers, agents and employees, with respect to all projects during the policy term.

C. Contractor is responsible to provide insurance coverage for tools, equipment and personal belongings that are owned or leased by the Contractor or its employees at their sole expense. Contractor accepts and shall bear the risk of loss for its property, material, or equipment, which is stored on-site and off-site.

D. SUBROGATION. Contractor on behalf of itself, its insurers, successors and assigns does hereby waive any and all rights of subrogation against Owner relating to or arising from any loss or damage which is within any insurance coverage of Contractor, regardless of whether a claim has been submitted to or denied by the insurer.

E. Before any of the Contractor's employees perform any work on the Project, Contractor shall furnish Owner with the Insurance Company's certificate that such coverage has been provided and each certificate shall contain the required limits.

29. Indemnification

A. To the fullest extent permitted by law, the Contractor shall appear for and defend, indemnify, and hold harmless the Owner, Professional, Professional's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, of whatsoever nature caused in whole or in part by the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Paragraph 29.

B. In claims against any person or entity indemnified under this Paragraph 29 by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Paragraph 48 shall not be limited by a limitation on amount or type of damages, compensation or benefits payment by or for the Contractor or a Subcontractor under workers' or workmen's compensation acts, disability benefit acts or other employee benefit acts.

C. The obligations of the Contractor under this Paragraph 29 shall not extend to the liability of the Professional, the Professional's consultants, and agents and employees of any of them arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Professional, the Professional's consultants, and agents and employees of any of them, provided such giving or failure to give is the primary cause of the injury or damage.

D. The status of the Contractor in the Work to be performed by it under this Contract is that of an Independent Contractor and as such the Contractor shall properly safeguard against any and all personal injury including death, or damage to the public, to public and private property, materials, and things; and as such, the Contractor alone shall be responsible for any and all damage, loss, or injury to persons or property that may arise or be incurred in or during the conduct or progress of said Work without regard to whether or not the Contractor, its Subcontractors, Agents, or Employees have been negligent; and the Contractor shall keep the Owner and Professional indemnified from and discharged of and from any and all responsibility and liability for risks and casualties of every description, as provided in the Agreement between the Owner and the Contractor.

30. Damages

A. If either party to this Contract should suffer damage in any manner because of any wrongful act or neglect of the other party or if anyone employed by him, then he shall be reimbursed by the other party for such damage.

B. Claims under this clause shall be made in writing to the party liable within reasonable time after the first observance of such damage and prior to the final payment, except as expressly stipulated otherwise in the case of faulty work or materials and shall be adjusted by agreement or arbitration.

31. Liens

A. Neither the final payment nor any part of the retained percentage shall become due until the Contractor, if required, shall deliver to the Owner a complete release of all liens arising out of this Contract, or receipts in full in lieu thereof, and if required in either case, an affidavit that so far as he has knowledge or information the releases and receipts include all the labor and material for which a lien could be filed; but the Contractor may, if any sub-contractor refuses to furnish a release or receipt in full, furnish a bond satisfactory to the Owner, to indemnify him against any lien. If any lien remains unsatisfied after all payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay to remove such a lien including a reasonable attorney's fee.

32. Subcontracts

A. The Contractor shall, as soon as practicable after the execution of the contract, notify the Owner in writing of the names of subcontractors proposed for the principal parts of the work and for such others as the Owner may direct and shall not employ any that the Owner may within a reasonable time object to as incompetent or unfit.

B. The Contractor agrees that he is as fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him.

C. Nothing contained in the contract documents shall create any contractual relation between any subcontractors and Owner.

33. Assignment

A. Neither party to the Contract shall assign the Contract or sublet it as a whole without the written consent of the other, nor shall the Contractor assign any moneys due or to become due to him, hereunder, without the previous written consent of the Owner.

34. Mutual Responsibility of Contractors

A. Should the Contractor cause damage to any separate contractor in the work, the Contractor agrees, upon notice to settle with such Contractor by agreement or arbitration, if he will so settle. If such separate Contractor sues the Owner on account of any damage alleged to have been so sustained, the Owner shall notify the Contractor, who shall defend such proceedings at the Owners expense and, if any judgment against the Owner arises therefrom, the Contractor shall pay or satisfy it and pay all costs incurred by the Owner.

35. Separate Contracts

A. The Owner reserves the right to let other contracts in connection with this work. The Contractor shall afford other Contractors reasonable opportunity for the introduction and storage of their materials and the execution of their work and shall properly connect and coordinate his work with theirs.

B. If any part of the Contractor's work depends for proper execution or results upon the work of any other Contractor, the Contractor shall inspect and promptly report to the Owner any defects in such work that render it unsuitable for such proper execution and results. His failure to inspect and report shall constitute an acceptance of the other Contractor's work after the execution of his work.

C. To ensure the proper execution of his subsequent work, the Contractor shall measure work already in place and shall at once report to the Owner any discrepancy between the executed work and the drawings.

36. Disputes and Arbitrations

A. The Owner is, in the first instance, the interpreter of the conditions of the contract and the judge of its performance. All claims, questions, or contract disputes shall be submitted to the Owner in writing, who shall, within a reasonable time, make decisions on same.

B. The Owner's decision in matters relating to artistic effect shall be final.

C. All questions in dispute under this contract, except as to matters relating to artistic effect, shall be submitted to arbitration at the choice of either party to the dispute. The Contractor agrees to push the work vigorously during arbitration proceedings.

D. The demand for arbitration shall be filed in writing with the Owner, in the case of an appeal from his decision, within ten (10) days of its receipt and in any other case within a reasonable time after cause thereof and in no case later than the time of final payment, except as to questions arising under "Correction of Work after Final Payment".

37. Use of Premises

A. The Contractor shall confine his apparatus, material storage, and the operations of his employees to limits indicated by law, ordinances, permits or directions of the Owner.

B. The Contractor shall at all times keep the premises free from accumulation of waste material or rubbish caused by his employees or work. At the completion of the work, he shall remove all his rubbish from and about the work and all tools and surplus materials and shall leave his work "broom clean" or its equivalent, unless more exactly specified. In case of a dispute the Owner may remove the rubbish and charge the cost to the Contractors.

C. In the event any curb, pavement, grass, shrubbery, or other items are disturbed by the Contractor during the execution of this Contract, it shall be restored to or better than its original condition. No additional payment shall be allowed for the restoration work for damages caused by Contractor.

38. Guarantees

A. The Contractor shall furnish the Owner guarantees for the work as called for in the Specifications. Guarantees, unless otherwise stipulated, to be for a period of one year from the date of completion and acceptance, are to be in writing and shall be signed by the subcontractor and Contractor and delivered to the Owner with the final estimate for payment.

39. Provisions Not Applicable

A. Any provisions contained in the General Conditions which do not apply to the character of the work, as called for in the drawings and specifications, shall not be binding on the Contractor when so construed by the Owner.

40. Conflict of Interests

A. No official or employee of the municipality who is authorized in his official capacity to negotiate, make, accept or approve or to take part in such decisions regarding a contract or sub-contract in connection with this project shall have any financial or other personal interest in any such contract or sub-contract.

B. No person performing services for the municipality in connection with this project shall have a financial or other personal interest other than his employment or retention by the municipality in any contract or sub-contract in connection with this project. No officer or employee of such person retained by the municipality shall have any financial or other personal interest in any real estate property acquired for this project unless such interest is openly disclosed upon the public records or the municipality, and such officer, employee or person has not participated in the acquisition on or for the behalf of the municipality.

C. No member of or delegate to Congress shall be admitted to any share or part of this agreement, or to any benefit to arise hereupon, unless such benefit shall be the form of an agreement made with a corporation for its general benefit. The municipality shall be responsible for enforcing the above conflict of interest provisions.

41. Equal Employment Opportunity

During the performance of this Contract, the Contractor agrees as follows:

A. The Contractor shall not discriminate against any employee or applicant for employment because of race, religion, color, sex, or national origin. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, religion, color, sex, or national origin. As used herein, "treated" means and includes, without limitation, the following: recruited, whether advertising or other means; compensated, whether in the form of rates of pay, or other forms of

compensation; selected for training, including apprenticeship, promoted, upgraded, demoted, downgraded, transferred, laid off, and terminated. The Contractor agrees to and shall post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officers setting forth the provisions of this nondiscrimination clause.

B. The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, or national origin

C. The Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice advising the labor union or workers' representative of the Contractor's commitment under the Equal Employment Opportunity clause of the County, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

D. The Contractor shall furnish all information and reports requested by the County Executive or the County Council to ascertain compliance with the program.

E. The Contractor shall take such action with respect to any subcontractor as the County may direct as a means of enforcing the provisions of subsections A. and H. hereof, including penalties and sanctions for noncompliance, provided, however, that in the event the Contractor becomes involved in or is threatened with litigation as necessary to protect the interests of the County to effectuate the County's Equal Employment Opportunity Program and in the case of contracts receiving Federal assistance, the Contractor or the County may request the United States to enter into such litigation to protect the interests of the United States.

F. The Contractor shall file and shall cause his subcontractors, if any, to file compliance reports with the County. Compliance reports filed at such times as directed shall contain information as to the employment practices, policies, programs and statistics of the Contractor and his subcontractor.

G. The Contractor shall include the provisions of subsections A. through H. of the Equal Employment Opportunity Clause in every subcontract or purchase order so that such provisions will be binding upon each subcontractor or vendor.

H. Refusal by the Contractor or subcontractor to comply with any portion of this program as herein stated and described will subject the offending party to any and all of the following penalties:

1. Withholding of all future payments under the involved public contract to the Contractor in violation until it is determined that the Contractor or subcontractor is in compliance with the provisions of the contract
2. Refusal of all future bids for any public contract with the County or any of its departments or divisions until such time as the Contractor or subcontractor demonstrates that he has established and shall carry out or subcontractor demonstrates that he has established and shall carry out.
3. Cancellation of the public contract and declaration of forfeiture of the performance bond.
4. In cases in which there is substantial or material violation or the threat of substantial or material violation of the compliance procedure or as may be provided for by contract, appropriate proceedings may be brought to enforce those provisions

including the enjoining, within applicable law, of the Contractor, subcontractors or other organizations, individuals or groups who prevent directly, indirectly or seek to prevent directly or indirectly, compliance with the policy, as herein outlined.

42. Contractor Integrity Provisions

A. Definitions

1. Confidential information means information that is not public knowledge, or available to the public on request, disclosure of which would give an unfair, unethical or illegal advantage to another desiring to contract with the Commonwealth.

2. Consent means written permission signed by a duly authorized officer or employee of the Commonwealth, provided that where the material facts have been disclosed, in writing, be prequalification, bid, proposal, or contractual terms, the Commonwealth shall be deemed to have consented by virtue of execution of this agreement.

3. Contractor means the individual or entity that has entered into this agreement with the Commonwealth, including directors, officers, partners, managers, key employees, and owners of more than five percent interest.

4. Financial interest means:

Ownership of more than five percent interest in any business; or

holding a position as an officer, director, trustee, partner, employee, or the like, or holding any position of management.

5. Gratuity means any payment of more than nominal monetary value in the form of cash, travel, entertainment, gifts, meals, lodging, loans subscriptions, advances, deposits of money, services, employment or contracts of any kind.

B. The Contractor shall maintain the highest standards of integrity in the performance of this agreement and shall take no action in violation of state or federal laws, regulation, or other requirements that govern contracting with the Commonwealth.

C. The Contractor shall not disclose to others any confidential information gained by virtue of this agreement.

D. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, confer, or agree to confer any pecuniary benefit on anyone as consideration for the decision, opinion, recommendation, vote, other exercise of discretion, or violation of a known legal duty by any officer or employee of the Commonwealth.

E. The Contractor shall not, in connection with this or any other agreement with the Commonwealth, directly or indirectly, offer, give, or agree or promise to give to anyone any gratuity for the benefit of or at the direction or request of any officer of the Commonwealth.

F. Except with the consent of the Commonwealth, neither the contractor nor anyone in private with him or her shall accept or agree to accept from, or give or agree to give to, any person, any gratuity from any person in connection with the performance of work under this agreement except as provided therein.

- G. Except with the consent of the Commonwealth, the contractor shall not have a financial interest in any other contractor, subcontractor, or supplier providing services, labor, or material on this project.
- H. The contractor, upon being informed that any violation of these provisions has occurred or may occur, shall immediately notify the Commonwealth in writing.
- I. The contractor, by execution of this agreement and by the submission of any bills or invoices for payment pursuant thereto, certifies and represents that he or she has not violated any of these provisions.
- J. The contractor, upon the inquiry or request of the Inspector General of the Commonwealth or any of the official's agents or representatives, shall provide or if appropriate, make promptly available for inspection or copying, any information of any type or form deemed relevant by the Inspector General to the Contractor's integrity or responsibility, as those terms are defined by the Commonwealth's statutes, regulations, or management directives. Such information may include, but shall not be limited to, the contractor's business or financial records, document or files of any type or form which refer to or concern this agreement. Such information shall be retained by the contractor for a period of three years beyond the termination of the contract unless otherwise provided by law.
- K. For violation of any of the above provisions, the Commonwealth may terminate this and any other agreement with the contractor, claim liquidated damages in an amount equal to the value of anything received in breach of these provisions, claim damages for expense incurred in obtaining another contractor to complete performance hereunder, and debar and suspend the contractor from doing business with the Commonwealth. These right and remedies are cumulative, and the use or nonuse of anyone shall not preclude the use of all and any other. These rights and remedies are in addition to those the Commonwealth may have under law., statute, regulation, or otherwise.

43. Contractor Responsibility Provisions

- A. Contractor certifies that it is not currently under suspension or debarment by the Commonwealth, any other state, or the federal government.
- B. If contractor enters into any subcontracts under this contract with the subcontractors who are currently suspended or debarred by the Commonwealth or federal government or who become suspended or debarred by the Commonwealth or federal government during the term of this contract or any extensions or renewals thereof, the Commonwealth shall have the right to require the Contractor to terminate such subcontracts.
- C. The contractor agrees that it shall be responsible for reimbursing the Commonwealth for all necessary and reasonable costs and expenses incurred by the Office of the Inspector General relating to an investigation of the contractor's compliance with the terms of this or any other agreement between the contractor and the Commonwealth which results in the suspension or debarment of the Contractor.

ERIE-WESTERN PA PORT AUTHORITY
BAYFRONT LANDSCAPE MAINTENANCE
SPECIFICATION

2.700 LANDSCAPED GROUNDS MAINTENANCE SPECIFICATION

The General Conditions, any Supplementary General and Supplementary Conditions, General Requirements are hereby made a part of this Section as fully as if repeated herein.

Related Specifications:

Section 2.710 Invasive Plant Control and Fertilization (Bluff weed and Feed)

PART 1: GENERAL

1.1 SCOPE

A. Work Included: Perform all work necessary utilizing acceptable horticultural practices for the exterior landscape maintenance of the project as required herein. Such work includes, but is not limited to the following:

1. Monitoring adjustments of the landscape irrigation system and coordinate with owner, as well as winterization and spring start-up of the system.
2. Mowing, edging, weeding, and trimming of lawn areas.
3. Limited pruning, trimming and/or shearing of plant materials.
4. Weeding, cultivation, cleaning and mulching of planting beds.
5. Application of fertilizers, insecticides, and herbicides.
6. General site clean-up; removal of trash and products of maintenance for green and landscaped areas only.
7. Eradication of vines and invasive plants in landscaped areas, natural areas, and edges or in the cracks of pavements.
8. Areas to be maintained include:
 1. Lincoln Park & Ride
 2. West Bike Path
 3. Cascade Creek Access
 4. Bayfront Park & Ride, & Cascade Path
 5. Liberty Park
 6. Chestnut Street Boat Launch
 7. Chestnut Access Road
 8. Dobbins Landing
 9. East Dobbins Landing
 10. State Street
 11. Wolverine Park & West Front Street
 12. Cruise Boat Terminal
 13. Ore Dock Slip
 14. East Side Bike Path
 15. Port Access Road
 16. South Pier
 17. Sassafras Street Extension
 - B18. Bluff from Parade St. to Holland St.
 - B19. Bluff from Peach St. to Sassafras St.
 - B20. Bluff from Sassafras St. to Water Works
 - B21. Bluff from Chestnut St. to Cherry St.
 - B22. Bluff from Cherry St. to Poplar St.
 - B23. Bluff from Plum St. to Cascade St.
9. Repair snowplow scars and ruts as directed by Owner.

ERIE-WESTERN PA PORT AUTHORITY
BAYFRONT LANDSCAPE MAINTENANCE
SPECIFICATION

1.2 INVASIVE PLANTS

Invasive plants: Any introduced plants whose growth and habit causes harm to the landscape or human health. Plants included but are not limited to: Giant Hogweed, Poison Ivy, Knotweed, Phragmites, Nutsedge, Purple Loosestrife, Tree of Heaven, etc. See Pennsylvania Department of Conservation and Natural Resources for a complete list. <https://www.pa.gov/agencies/dcnr.html>

PART 2 MATERIALS AND MACHINERY

2.1 MATERIALS

Materials listed under this Section are expressly requested for use and does not prohibit or restrict the Contractor from providing other materials not listed in order to complete the work required herein.

1. Pre-emergence Weed Control: Shall be "Treflan TR-10" (trifluralin) Elanco Products Company, Indianapolis, IN.
2. Herbicide: Shall be "Roundup", by Monsanto, St. Louis, Missouri.
3. Insecticide: Shall be Ortho "Isotox", " Orthene" and/or Ortho "Sevin 5" by Ortho Consumer Products Division, Chevron Chemical Company, San Francisco California 94119, and/or for bore control shall be "Borer Killer", by Greenlight Company, San Antonio, Texas 78217. Cross Check and Dormant Oil may be used as approved by owner
4. Anti-Desiccant: Shall be Wilt-Pruf
5. Tree and Shrub Fertilizer: formula 21-gram tablets, in No. 10 included within this section.
6. Tree and Shrub Deep Feeding Fertilizer: Shall be with "Ross Deep Root Feeder" by Ross Daniels, Incorporated, Des Moines, Iowa 52065.-Tablets shall be 5-35-10 and 25-10-10.
7. Lawn Fertilizer: Shall be LESCO Premium Turf Fertilizer by LESCO, Inc., Rocky River, OH, 44116. The chemical analysis shall be as scheduled
8. Fungicide: Shall be "Systemic Fungicide" with Benomyl by Greenlight Products, San Antonio, Texas 78217, and/or "General Purpose Fungicide" by Greenlight Products, with manganese and zinc.
9. Fertilizer for Acid Loving Plants, Trees and Shrubs: Shall be "Miracid" soil acidifier with iron, zinc, and sulfur.
10. Shrub Fertilizer: Shall be "Osmocote", 14-14-14 by Grace-Sierra Horticultural Products Co. Milpitas, CA. apply as directed on bag.
11. Soil Drenching Material: shall be "Subdue 2E", by the Ciba-Geigy Corporation, Agricultural Division of Greensboro, NC 27409.
12. Mulch: Shall be shredded, aged bark, uniform in texture and appearance, with no large pieces or chunks, sample to be approved by owner, equal to that already in use at the site.
13. Tree Stakes and Guys: Shall match those in use at the site.
14. MSDS Requirements: Contractor shall provide owner with copies of MSDS of all applicable

2.3 MACHINERY

Machinery requirements listed under this Section are not intended to be restrictions of specific manufacturers or models unless so stated. Specific mention of manufacturers is intended as a guide to illustrate the final product of maintenance operations desired.

ERIE-WESTERN PA PORT AUTHORITY
BAYFRONT LANDSCAPE MAINTENANCE

SPECIFICATION

1. Lawn Mowers: Shall be of the rotary or reel type in good working order, finely tuned to protect the lawn from excessive exhaust fumes. Blades shall be sharp to reduce shredding of the cut grass blades.
2. Lawn Edgers: Shall be of a rigid or flexible blade type that will produce a fine-clean edge where lawns meet walkways, pavements, curbs, headers, or buildings.
3. Fertilizer Spreaders: Cyclone type spreader or equal. No visible overlapping of applications will be permitted.
4. Deep Root Feeder: Shall be the Ross type by Ross Daniels, Incorporated, Des Moines, Iowa 50265.
5. Pruning Tools: Shall be maintained in good working order, cutting edges shall be sharp. Disinfect all tools when used for the removal of diseased limbs.

PART 3: EXECUTION

3.1 LANDSCAPE IRRIGATION SYSTEM

The Contractor shall monitor and coordinate with the owner the automatic controlling devices for optimum moisture levels in all planted areas.

1. Irrigation cycles shall be set to be completed prior to 7:30 A.M. unless otherwise instructed by the Owner, except during visits of grounds maintenance personnel; during such visits, the irrigation system may be operated as desired by those personnel.
2. If there is more than one irrigation controller, do not program to water during the same time period as over-draft of water meters will result. Set controllers so that one finishes watering cycle before next starts watering cycle. During periods of high rainfall, set controllers to "dry mode" until irrigation is needed. Do not switch controller to "off", as this will stop time clock.
3. Operation of sprinklers shall be monitored on a weekly basis to assure proper cover and operation Owner to be notified of any damage
4. Adjust sprinklers to avoid damage to windows and buildings. All sprinkler repairs such as cleaning of heads or breaks caused by the Contractor shall be the Contractor's responsibility.
5. Contractor shall winterize the system and in the spring of the following year, shall put the system back into operation. Winter damage due to improper winterization is the responsibility of the contractor. Coordination by contractor with owner of all shutdown and startups with owner is required.
6. Supplemental irrigation beyond that which can be provided by the irrigation system shall be provided by contractor as required in order to assure optimum moisture levels.

3.2 TREES, SHRUB BEDS AND HEDGE MAINTENANCE

- A. Contractor shall maintain staking and guying of trees as needed and shall be responsible for any damage to trees or plant materials caused by chafing or breakage of foliage or limbs coming in contact with stakes, ties, guys, eye bolts or bracing materials. Replace broken plant stakes and ties as needed. If ties are too tight, they must be replaced or adjusted.
- B. Trees and large shrubs that may require guys, stakes, protection, anti-desiccant or special care during the winter winds and rains and high winds to ensure that no damage results to the plant material.
- C. All suckers shall be continually removed from trees and ornamental plants.

ERIE-WESTERN PA PORT AUTHORITY
BAYFRONT LANDSCAPE MAINTENANCE
SPECIFICATION

D. Edge, weed, fertilize, and cultivate all shrub beds in accordance with schedule.

E. Annual tree pruning and/or shaping as needed shall be done once per season. Always prune out dead wood. Refer to schedule below.

Guidelines for pruning specific trees and Plantings as follows:

1. Evergreen Trees (Picea, Pious, etc.) Do not top trees. Branch removal shall be limited to lifting up around base in lawn area. Do not prune lower branches until sufficient age requires it naturally. Dis-budding of pine candles (tipping back) shall be used to control irregular growth, encourage compactness, and direct growth. Do not shear.

2. Ornamental trees (Prunus, Malus, Amelanchier, etc.): Maintain nursery standards and tip prune to encourage tip compact head. Also thin for air circulation and light penetration. Remove suckers as need. Do not prune when trees are setting flower buds.

3. Shade Trees: (Gleditsia, Fraxinus, Acer, etc.) Thin out interior branching and dead wood to reinforce branching quality. Remove any suckers. Do not shear. Remove branches interfering with lawn areas by pruning back randomly to nearest suitable branch fork or tree trunk.

4. Perennials: Remove dead foliage in spring. Continue to remove dead or damage foliage as growth occurs. Remove spent flowers before they seed. Remove dead foliage after dieback in fall.

5. Junipers: Hand prune only, do not shear. Apply insecticide on monthly basis, as a preventative for spider mite infestation.

6. Winged Euonymus: Hand prune to maintain natural shape. Do not shear.

7. Viburnums: Hand prune to remove sucker growth around base and shape by hand pruning to maintain a natural shape.

8. Ericaceous plants: (Rhododendrons, azaleas), Feed with Miracid as required. Inspect for insects and diseases and treat appropriately. Prune dead wood and shape as needed, limiting pruning to allow plants to grow. Protect from winds by applying anti desiccant or burlap barrier.

9. Hemlocks: Hand prune only, apply anti - desiccant prior to winter for protection.

10. Crown vetch: Maintain a clean edge between crown vetch and lawn.

11. Ornamental Grasses: Top growth should be cut back in the fall. During the growing season dead and broken leaves should be pruned and disposed of.

F. Trees that are leaning shall be straightened and staked, as necessary.

G. Annual Pruning of shrubs should create a uniformly dense plant. Selectively thin and tip back once per season. Prune to enhance natural branching effect of plants. Do not change shape of shrubs by pruning. Where shrub mass effect is desired, do not prune individual shrubs, rather treat them as one mass. Refer to schedule.

H. Spike and deep fertilize all trees two (2) times per year at six-month intervals, April, and November. Deep water all trees in addition to irrigation system, as required and as noted in schedule. Refer to schedule.

ERIE-WESTERN PA PORT AUTHORITY
BAYFRONT LANDSCAPE MAINTENANCE
SPECIFICATION

I. Apply fertilizer for shrubs and groundcover with Osmocote in at the rate specified by manufacturer. Plants requiring acid type fertilizer or other special feedings shall be supplied as stated in schedule and as needed to ensure good appearance and health. Lawns shall be fertilized as called for in the schedule.

3.3 FLOWER BEDS AND GROUNDCOVERS

A. Complete weeding, trimming, edging, and cultivating of all flower beds and groundcover once per month, to promote growth and maintain neat, orderly appearance. As ground covers cover open soil, cultivating shall be discontinued.

B. Groundcover beds bordering on paved surfaces must be edged as needed to retain a neat edge. Do not trim vertically so as to expose stems and thatch.

C. Fertilize all flower beds with Osmocote during installation as called out in "Materials to Use".

D. Replant all damaged or thin areas in groundcover beds at direction of the Owner, at proper spacing.

3.4 TURF MAINTENANCE

A. Mowing: During periods of cool weather mow at 2", but during hot weather the cut should be not lower than 2 3/4" from the soil. Mowing shall be done weekly unless directed to do more or less by the owner. If mowing is questionable, call the owner. Grass growth should not exceed 3 to 3 1/2 inches. Never scalp the lawn or cut more than one half the existing top growth in one mowing. Discretion should be used in finding scalped areas and adjusting height accordingly. Remove or catch the clippings, never allowing clippings to remain on lawn surface more than four (4) hours. Mow new sod a week or ten days after installation at no lower than 2". All mowing clippings will be bagged.

B. Watering: Provide a regular, deep watering program. The established turf should not be kept wet but should dry out somewhat between waterings. A twice weekly watering is good under regular conditions, but if it is hot or windy, water more often. In very hot weather, a fast watering with fine spray will cool the turf zone and can supplement the regular, deeper watering program. In shaded areas caused by trees or shrubs, water more frequently because of the competition for soil moisture. If lawn wilts (shows gray-brown) water more frequently. Co-ordinate this section with Owner.

C. Fertilizing: Fertilize lawns with 2 feedings per year as recommended in the schedule provided in part 3.11 of "Execution".

D. Weed Control: Contractor shall use extreme care in the use of chemicals for weed control. Before such applications are made, the turf should be well established and in a vigorous condition. Keep all turf areas weed and invasive grass free. Broadleaf-weeds such as malva, dandelion and plantain can be controlled with applications of selective and recommended herbicides. Invasive grasses such as but not limited to (barnyard, crab, coarse fescue etc..) to be spot sprayed as needed. Always follow label directions fully and carefully; wash sprayer carefully after using herbicides. Remove all grass growing through pavements and pavement joints.

ERIE-WESTERN PA PORT AUTHORITY
BAYFRONT LANDSCAPE MAINTENANCE

SPECIFICATION

E. Insects: Control insects with regular applications of commercial insecticides at the manufacturer's recommended rate. Spray for insects once a month from mid-spring through summer as a preventative measure.

F. Diseases: When they first appear, spray for diseases with an approved commercial herbicide strictly according to the manufacturer's recommendations.

G. New Planting Areas: In areas of new planting and lawns, allow new lawn to grow up to saucer rim. One year after initial planting, remove staking saucer, smooth and mulch. Maintain height of grass at tree trunk with hand clippers or weed eater. Tree trunk should be protected from damage from mowers or string trimmers with a tree guard.

3.5 GENERAL WEED CONTROL: (See "Contractor Qualifications" for certification requirements)

A. Weeds along walkways, parking lots, fence lines and within boat storage yards shall be killed using "Round Up" or Pre-emergent as approved by the owner. All polygonum (knotweed) shall be sprayed with Garlon and other approved herbicides as approved by owner. Designated applications are as follows;

1. Lincoln and Bayfront Park & Rides: Apply pre-emergent weed control in all areas and spray for weeds as needed.
2. West Side Bike Path: Apply pre-emergent weed control along walk, bridges & retaining wall and spray for weeds as needed.
3. Liberty Park: Apply pre-emergent weed control in all areas and spray for weeds as needed.
4. Liberty Pier boat storage area: Apply "Round Up" and "Surflan" with 150 gallons of water per acre. Application should be made in May and spot treated as necessary to maintain weed control in this area.
5. Chestnut Boat Launch/Chestnut Access Road: Apply pre-emergent weed control in all areas including rip rap and spray for weeds as needed.
6. Dobbins Landing/East Dobbins Landing/State Street sidewalks and planting islands: Apply pre-emergent weed control in all areas and spray for weeds as needed.
7. Wolverine Park/West Front Street Extension: Apply pre-emergent weed control and spray for weeds as needed.
8. Cruise Boat Terminal: Apply pre-emergent weed control in all areas and spray for weeds as needed.
9. Ore Dock Slip: Apply pre-emergent weed control in all areas and spray for weeds as needed.
10. East Side Bike Path: Apply pre-emergent weed control along walk and spray for weeds as needed.
11. South Pier: Spray for vegetation in fence line as needed.
12. Port Access Road East fence line and along East Bay Drive: Spray for vegetation in fence line and under guard rail as needed.
13. Sassafras Street Extension: Apply pre-emergent weed control in all areas and spray for weeds as needed.
14. Bayfront Bluff: See Specification Section

ERIE-WESTERN PA PORT AUTHORITY
BAYFRONT LANDSCAPE MAINTENANCE
SPECIFICATION

B. Care should be taken to not spray turf grass areas and to limit over spraying of areas.

C. Spray applications should adhere to all local, state, and federal standards.

3.6 CONTROL OF NOXIOUS WEEDS Johnson Grass, Nut Grass, Poison Ivy, Grape Vine, and other Noxious Weeds; (See "Contractor Qualifications" for certification)

A. Noxious weeds shall be killed by using "Round Up" or other spray as approved by Owner. Spray only foliage of grass to be eradicated, as this spray will kill any plant that it contacts.

B. Irrigation to sprayed area should remain "off" for a period of three days following spray application. Repeat spray as required to kill completely.

C. Apply pre-emergent weed killer as per manufacturer's recommendation as required by the "Schedule".

3.7 USE OF HERBICIDES, INSECTICIDES, STERILANTS, POISON AND ANIMAL TRAPS (See "Contractor Qualifications" for certification requirements.)

The Contractor is hereby granted permission to use such herbicides, insecticides, sterilants, poison and animal traps as it may find necessary and advantageous in its Landscape and Bluff maintenance activities. Herbicides, insecticides, sterilants, and animal traps must be used responsibly and in conformance with Federal, State, and Local laws and regulations. The Contractor assumes all liability for damage and/or injury resulting from accident or misuse of these products and/or equipment. The Owner retains the right to prohibit the use of any herbicide, insecticide, sterilant, poison, or animal trap that he may judge to be undesirable for any reason.

A. Products leaving an undesirable residue or odor (i.e., weed oil) shall not be used.

B. The Owner shall be notified prior to application and advised of any danger associated with the use of these products (i.e., to avoid personal contact with sprayed areas, etc.).

C. Notify all residents listed in the Pesticide Hypersensitivity Registry, published by the Commonwealth of Pennsylvania, Department of Agriculture, as required for the intended application areas.

D. Apply insecticides as needed to protect all plant materials from damage. The insect control program shall include slugs and snails and advance preventive spraying for twig borers. The Contractor shall be responsible for the choosing of chemicals and insecticides he uses and shall be accountable for any misuse of same.

E. Apply the appropriate fungicide, herbicide, and pesticide to control pests, weeds, and plant diseases, or treat cuts and exposed surfaces of trees and shrubs to prevent disease and pest infestations on turf, plants, and trees.

F. Coordinate applications with the Port Authority schedule of events to prevent exposure to large group activities.

3.8 GENERAL CLEAN UP

A. The Contractor shall dispose of all waste materials or refuse from his operations off the property except where agreement is reached with the Owner.

B. All plant growth shall be prevented in any cracks in walks or within paved areas.

C. Leaves, papers, grass clippings or other debris shall be removed at least weekly or at each visit from all areas

ERIE-WESTERN PA PORT AUTHORITY
BAYFRONT LANDSCAPE MAINTENANCE
SPECIFICATION

3.9 WEEDING INVASIVE PLANTS IN DESIGNATED NATURAL AREAS

A. All invasive plants in designated natural areas shall be killed with appropriate basal herbicide application and removed once dead. The Contractor shall review with Owner prior to eradication. Natural areas are as follows: Cascade Creek Access Area.

3.10 PLANTING PROCEDURES

A. Preparation of The Planting Bed:

- 1.) The bed shall be loosened prior to planting by rototilling or picking (Generally done on small areas or on slopes). Soil shall be loosened to a depth of 4-6".
- 2.) Organic matter shall be spread over the bed to a depth of 2" for peatmoss or other organic matter after the soil has been loosened. The organic matter shall then be worked into the bed by rototilling or by picking.
- 3.) Fertilizer shall be top-dressed over bed area (except when compost is used) at the rate of 3 lbs. of time-released, high phosphate fertilizer per 100 sq ft Incorporate fertilizer.
- 4.) The entire bed shall be mulched to a minimum depth of 1" (2" maximum) with aged, shredded bark mulch.

B. Planting Annuals:

- 1.) The planting holes shall be dug through the mulch with one of the following: hand trowel, shovel, bulb planter or hoe.
- 2.) Before planting, biodegradable pots shall be split, and non-biodegradable pots shall be removed.
- 3.) The annuals shall be planted:
 - a.) so that the roots of the plant are surrounded by soil below the mulch. The plants shall be set so that the top of the root system is even with the existing grade.
 - b.) at an equal distance apart (plans and specifications specify the on center, O.C., for the annuals).
- 4.) The entire annual bed shall be edged.
- 5.) Treat the entire mulched and planted bed with a pre-emergent (soil applied) herbicide.
- 6.) The entire annual bed shall be thoroughly watered.

C. Lawns and Grasses

- 1.) Remove rocks and debris from area.
- 2.) Grade area and smooth
- 3.) Seed area, water and maintain until adequate growth is established
- 4.) Mow twice, or until grass is acceptable to owner.

ERIE-WESTERN PA PORT AUTHORITY
BAYFRONT LANDSCAPE MAINTENANCE
SPECIFICATION

D. New Tree and Shrub Excavation:

1.) Pits and Trenches: Excavate circular pits with sides sloped inward. Trim base leaving center area raised slightly to support root ball and assist in drainage. Do not further disturb base. Scarify sides of plant pit smeared or smoothed during excavation.

a. Where applicable, excavate approximately three times as wide as ball diameter for balled and burlapped stock.

b.) Remove existing stump and roots of dead trees.

2.) Subsoil removed from excavations may not be used as backfill

a.) Hardpan Layer: Drill 6-inch (150-mm) diameter holes into free-draining strata or to a depth of 3 feet (3 m), whichever is less, and backfill with free-draining material.

3.) Drainage: Notify Owner if subsoil conditions evidence unexpected water seepage or retention in tree or shrub pits.

4.) Fill excavations with water and allow to percolate away before planting trees and shrubs.

E. New Tree and Shrub Planting:

1.) Set balled and burlapped stock plumb and in center of pit or trench with top of root ball 2 inch (25 mm) above adjacent finish grades.

a.) Remove burlap and wire baskets from tops of root balls and partially from sides, but do not remove from under root balls. Remove pallets, if any, before setting. Do not use planting stock if root ball is cracked or broken before or during planting operation.

b.) Place planting soil mix around root ball in layers, tamping settle mix and eliminate voids and air pockets. When pit is approximately one-half backfilled, water thoroughly before placing remainder of backfill. Repeat watering until no more water is absorbed. Water again after placing and tamping final layer of planting soil mix.

2.) Set balled and potted container-grown stock plumb and in center of pit or trench with top of root ball 1 inch (25 mm) above adjacent finish grades.

a.) Carefully remove root ball from container without damaging root ball or plant.

b.) Lightly loosen root bound balls.

ERIE-WESTERN PA PORT AUTHORITY
BAYFRONT LANDSCAPE MAINTENANCE

3.11 Schedule

APRIL: WEEKS 1, 2, 3, 4

TURF

Patch ruts by filling with topsoil, seeding with seed mix that includes 60% three types of perennial ryegrass, 20% Pennlawn red fescue and 20% bluegrass. Top-dress with seed starter mulch pellets and water until established. Take soil samples from lawn area, (minimum of 2) and review with owner. Adjust fertilization program if necessary to respond to nutritional requirements. Mow the last two weeks in April as the turf begins to grow. Mowing shall not remove more than 1/4" off existing height. First application of a Turf fertilizer 20-4-4 with crabgrass control shall be applied at a rate of 4 pounds per 1,000 square feet. Water thoroughly after applying fertilizer. Mow first; then fertilize. Mow crown vetch area prior to growth, to remove brush and excess vegetation. Remove excess vegetation and litter. Dispose of properly.

IRRIGATION SYSTEM

Start up and test all irrigation systems. Repair any damage.

TREES AND SHRUBS

Check plants for adequate watering. Water if necessary. Prune/remove suckers, deadwood and winter damage as required.

Inspect evergreens for insects and diseases, spray as required. Spray dormant oil spray for plant materials that are susceptible to scale. Spray for bores. Continue to weed beds. Fertilize trees and flowering shrubs. Application should be 10-8-4 at a rate of 10 pounds per 1,000 square foot. Acid loving plants should be given special attention as called out in "Materials Used".

Rake beds to remove winter debris. Cultivate beds 2-3" to break crust of bed, aerating roots of plant materials. Edge beds by hand or mechanical means to create a sharp, smooth line for beds that conform to the design concept of bed layout. Create a trench to hold mulch, removing turf clods resulting from trimming.

Apply pre-emergent herbicide, Treflan as per manufacturer's directions. Work into soil.

Mulch shall be placed in all beds, a 2" layer over existing mulch. In planters where mulch buildup has occurred, remove 3" of excess material prior to mulching.

MAY: WEEKS 1, 2

TURF

Mowing shall continue at least once a week. Begin cutting 1 1/2" above grade, removing all clippings. During this period, it is important to note the soil moisture. Mowing each week should be continued; inspect for weeds and treat as needed. Water as required.

TREES AND SHRUBS

Inspect evergreens for mites and bores and spray as required. Inspect plants for scale insects and spray as required. Inspect flowering trees for powdery mildew and apply fungicide as required. Weed beds as required. Water established trees as needed.

ERIE-WESTERN PA PORT AUTHORITY
BAYFRONT LANDSCAPE MAINTENANCE

IRRIGATION SYSTEM

Monitor and adjust as needed.

MAY: WEEKS 3, 4

TURF

Mow at least weekly. Particular attention shall be directed to the amount of water applied to turf. Inspect for weeds and treat as needed. Water as required.

TREES AND SHRUBS

Continue to check plants for pests and control as required. Water any established plants as needed. Apply fertilizer to acid loving plants again. Continue to weed. Prune remaining deadwood from trees and shrubs, retaining natural shape. Continually remove all suckers on base of trees. Continue to weed beds.

IRRIGATION SYSTEM

Monitor and adjust as needed.

JUNE: WEEKS,1,2,3,4

TURF

Mowing shall continue at least once per week. As the temperature rises, the mower should be raised 1/2" higher to maintain a good thick stand of grass. Inspect lawn for disease and inspect for pests; apply fungicide only if necessary. Be alert for brown patch, broadleaf weed growth and emergence of any crabgrass. Respond with appropriate treatments. Grasses may have been actively growing for about 2 1/2 months and need to be watered thoroughly.

TREES AND SHRUBS

Water any established plants as needed. Do not fertilize any woody plants until cooler weather. Continue to check plants for pests and control as required. Continually remove all suckers on base of trees. Prune shrubs as new growth hardens off. Maintain natural shape. Do not shear. Weed beds as required.

Flowering plants that are through flowering should be pruned and fertilized, if not already completed.

IRRIGATION SYSTEM

Monitor and adjust as needed.

JULY: WEEKS 1, 2, 3, 4

TURF

Mow as needed but at a minimum bi-weekly rate. Maintain previous months' height. Mow less during this month. Check turf for disease again, especially grubs and chinch bugs. Apply insecticide. Apply recommended controls as necessary. Inspect for weeds and treat as needed. Water as required.

ERIE-WESTERN PA PORT AUTHORITY
BAYFRONT LANDSCAPE MAINTENANCE

TREES AND SHRUBS

Continually remove all suckers on base of trees. Edge beds by hand or mechanical means to maintain a sharp, smooth line for beds that conform to the design concept of bed layout. Reestablish trench to hold mulch, removing turf clods resulting from trimming. Maintain adequate moisture for newly planted trees and shrubs. Water any established plants as needed. Do not fertilize any woody plants until cooler weather. Continue to check plants for pests and control as required. Weed beds as required. Apply herbicide to shrub beds as required, using the same materials as in early spring. Selectively spray for weeds in crown vetch to control growth, especially roses, burdocks, goldenrod, to maintain and encourage a uniform stand of vetch.

IRRIGATION SYSTEM

Monitor and adjust as needed.

AUGUST; WEEKS 1, 2, 3, 4

TURF

Mow as needed but at a minimum bi-weekly rate. Continue to irrigate as needed to keep turf from being stressed by lack of water. Inspect lawn for diseases and weeds. Apply necessary chemicals if needed, use caution.

TREES AND SHRUBS

Continue to check trees and shrubs for adequate moisture around root balls. No pruning shall be done during this period. Check all trees and shrubs for possible disease insects, spray if necessary. Continually remove all suckers on base of trees. Weed beds as required.

IRRIGATION SYSTEM

Monitor and adjust as needed.

SEPTEMBER: WEEKS 1, 2

TURF

Mow at least weekly. At this time, lower mower to 1 1/2". Irrigate as needed. Turf should be fertilized again at a rate of 5 pounds, per 1,000 square feet, with 16-6-8. Water thoroughly after fertilization.

TREES AND SHRUBS

Maintain adequate moisture for newly planted trees and shrubs. Water any established plants as needed. Continually remove all suckers on base of trees. Weed beds as required.

IRRIGATION SYSTEM

Monitor and adjust as needed.

ERIE-WESTERN PA PORT AUTHORITY
BAYFRONT LANDSCAPE MAINTENANCE

SEPTEMBER: WEEKS 3, 4

TURF

Continue to mow weekly. Be sure fertilizer is thoroughly watered into turf. Watch turf for diseases and weeds, apply chemicals as required.

TREES AND SHRUBS

Maintain adequate soil moisture for all trees and shrubs. Prune only if necessary. Continue to check for any pests or disease, apply chemicals as required. Continually remove all suckers on base of trees. Weed beds as required.

IRRIGATION SYSTEM

Monitor and adjust as needed.

OCTOBER: WEEKS 1, 2, 3, 4

TURF

Mow weekly. Watering can be reduced at this time. Continue to check for diseases. Turf should be thick and healthy for winter months.

TREES AND SHRUBS

Check trees for proper fertilization. Apply necessary elements, if inadequate. Pruning can be started lightly at this time. Continually remove all suckers on base of trees. Weed beds as required.

IRRIGATION SYSTEM

Winterize system.

NOVEMBER: WEEKS 1,2,3,4

TURF

Mow twice in November. Biweekly if still warm. A light raking to remove thatch should be completed at this time. Water less at this time.

TREES AND SHRUBS

Examine plants for pests and spray as required. Do not use pesticides unless necessary. Continually remove all suckers on base of trees. Weed beds as required. Rake leaves as required. Shrubs, trees, and groundcovers should be fertilized with not less than 12-6-6 at a rate of 4 pounds per 1,000 square feet. Root feed trees again. Acid type fertilizer and iron should be applied to both trees and shrubs. Apply anti desiccant as per manufacturer's recommendations to evergreens, especially rhododendrons, azaleas, white pine, firs, yews, and other plant materials susceptible to wind damage.

ERIE-WESTERN PA POERT AUTHORITY
BAYRONT LANDSCAPE MAINTENANCE
BLUFF WEED and FEED SPECIFICATION

2.710 INVASIVE PLANT CONTROL AND GRASS FERTILIZATION PROGRAM

The General Conditions, any Supplementary General and Supplementary Conditions, General Requirements are hereby made a part of this Section as fully as if repeated herein.

Related Specifications:

Section 2.700 Landscape Grounds Maintenance Specification.

PART 1: GENERAL

1.1 SCOPE

A. Work Included: Perform all work necessary for control of all broadleaf weeds, vines, invasive species, and unwanted vegetation as indicated within the project area as required herein. Such work includes, but is not limited to the following:

1. Identification and protection of trees, flower gardens, daylily swaths and other important plantings.
2. Application of specified herbicides as indicated herein.
3. Application of fertilizer for turf growth as indicated herein.
4. General site clean-up; removal of trash and debris.
5. Location of work includes:

A. Bayfront Bluff, all project areas as indicated on drawings.

1.2 INTENT OF THE CONTRACT

It is the intent of the Contract to control all broadleaf weeds, vines, and invasive species throughout the project while improving the vigor of the turf grass. The goal is to develop a healthy grassy bluff.

See specification 2.700 Section 1.2

Plant control and fertilizations will fall within the timeframe of the contract.

1.3 SCHEDULE

All work for invasive control and fertilization shall be performed in accordance with the Schedule included herein under "Execution". Monthly reports on activities will be required.

1.4 CONTRACTOR QUALIFICATIONS

All herbicides are to be applied only by Pennsylvania Certified Applicators.

Contractor shall be familiar with identification of invasive and native plant species associated with this project.

1.5 NEGLECT

1. Any blatant or preventable damage by the contractor to plants other than the targeted invasive species will be the contractor's responsibility. Damage will be assessed by Owner.

ERIE-WESTERN PA POERT AUTHORITY
BAYRONT LANDSCAPE MAINTENANCE
BLUFF WEED and FEED SPECIFICATION

PART 2: MATERIALS AND MACHINERY

2.1 MATERIALS

Materials listed under this Section are expressly requested for use and does not prohibit or restrict the Contractor from providing other materials not listed in order to complete the work required herein.

1. All materials shall be submitted for approval prior to any field work.
2. Herbicides: The following herbicide types are recommended for this project
 - a. Selective Herbicides such as 2,4-Dichlorophenoxyacetic Acid (2,4-D) and Garlon 3
 - b. Post emergent herbicides
 - c. Approved equal recommended Herbicides
3. Surfactants:
 - a. Arborchem Surfactant
 - b. Approved equal.

MSDS Requirements: Contractor shall provide Owner with copies of MSDS of all applicable materials at the time of the bid for review.

4. Water: Do not use creek or lake water for spraying. Use only tap water.

2.2 MACHINERY

Machinery requirements listed under this Section are not intended to be restrictions of specific manufacturers or models unless so stated. Specific mention of manufacturers is intended as a guide to illustrate the final product of eradication and control operations desired.

1. Equipment: Equipment appropriate for vegetation control without disturbance to sensitive land areas.
 - a. Spray Truck with 100 ft. hose
 - b. Backpack sprayers

2.3 USE OF HERBICIDES (See "Contractor Qualifications" for certification requirements.)

A. The Contractor is hereby granted permission to use such herbicides as they may find necessary and advantageous in its eradication and control activities. Herbicides must be used responsibly and in conformance with Federal, State, and Local laws and regulations. The Contractor assumes all liability for damage and/or injury resulting from accident or misuse of these products. The Owner retains the right to prohibit the use of any herbicide that he may judge to be undesirable for any reason.

B. The Owner shall be notified prior to application and advised of any danger associated with the use of these products (i.e., to avoid personal contact with sprayed areas, etc.).

C. Apply the specified herbicide for control of indicated invasive plants, vines, trees, and other brushes.

ERIE-WESTERN PA POERT AUTHORITY
BAYRONT LANDSCAPE MAINTENANCE
BLUFF WEED and FEED SPECIFICATION

- D. Apply herbicides according to manufacturers' recommended rates unless otherwise specified or approved.
- E. Coordinate herbicide applications around large bayfront events to prevent exposure to large group activities.
- F. Do not apply herbicides during high water or flooded conditions.

PART 3: EXECUTION

3.1 SPRAYING OF SELECTIVE HERBICIDES

The Contractor shall monitor and coordinate with the Owner the days and times of spraying any Herbicide for this project. Touch up spray shall be done 7 to 10 days after application if areas are missed.

- 1. Clearly identify all areas of work and all areas to be protected within the work areas.
- 2. Provide an even application of herbicide to target areas.
- 3. Verify locations and plant identification.
- 4. Repeat touch-up applications in two weeks for areas that may have been missed.
- 5. Based on results of applications and timing of plant growth there may be up to Three (3) herbicide applications total. Not including touch up sprays for missed areas.
- 6. Pricing will be by application per area. PROVIDE THREE APPLICATIONS with TOUCH UPS.

3.2 FERTILIZATION OF GRASS SPECIES

- A. Provide fertilization at a rate of 1 lb. Nitrogen (N) per 1,000.00 ss ft of area per application for Spring. Provide slow-release fertilizer.
- B. Provide Fertilization at a rate of 3/4 lb. Nitrogen (N) per 1,000.00 sq ft of area per application for fall. Provide fast release fertilizer.
- C. Verify locations and plant identification.
- D. Confirm spraying time frame with Owner.
- E. Applications are planned for Early June and September/October as necessary for good growth
- F. Pricing will be by application per area.
- G. PROVIDE TWO APPLICATIONS

3.3 GENERAL CLEAN UP

- A. The Contractor shall dispose of all waste materials or refuse from his operations off the property except where agreement is reached with the Owner.
- B. Do not rinse or wash any materials that have been in contact with any herbicides in Presque Isle Bay or any other waterway.

ERIE-WESTERN PA POERT AUTHORITY
BAYRONT LANDSCAPE MAINTENANCE
BLUFF WEED and FEED SPECIFICATION

PART 4: SCHEDULE

All dates are for reference, due to seasonal growth, timing may vary for applications. Notify Owner prior to applications.

APRIL

Initial site clean-up

MAY WEEK 1, 2

INVASIVE SPECIES

Spray all invasive species with follow up in 7 to 10 days.

General site clean-up.

MAY WEEK 2, 3

FERTILIZATION

Apply Fertilization to all grass areas. Slow-release fertilizer

General site clean-up

LATE JUNE EARLY JULY

INVASIVE SPECIES

Spray all invasive species with follow up in 7 to 10 days.

General site clean-up

LATE AUGUST EARLY SEPTEMBER

INVASIVE SPECIES

Spray all invasive species with follow up in 7 to 10 days.

General site clean-up

LATE SEPTEMBER EARLY OCTOBER

FERTILIZATION FOR FALL ROOT GROWTH

Apply fertilization to all grass areas. Quick release fertilizer.

General site clean-up

ERIE-WESTERN PA PORT AUTHORITY
BAYFRONT LANDSCAPE MAINTENANCE

SITE DRAWING INDEX

- FIGURE 1. Lincoln Park & Ride
- FIGURE 2. West Bike Path
- FIGURE 3. Cascade Creek Access
- FIGURE 4. Bayfront Park & Ride, & Cascade Path
- FIGURE 5. Liberty Park
- FIGURE 6. Chestnut Street Boat Launch
- FIGURE 7. Chestnut Access Road
- FIGURE 8. Dobbins Landing
- FIGURE 9. East Dobbins Landing
- FIGURE 10. State Street
- FIGURE 11. Wolverine Park & West Front Street Extension
- FIGURE 12. Cruise Ship Terminal
- FIGURE 13. Ore Dock Slip
- FIGURE 14. East Side Bike Path
- FIGURE 15. Port Access Road
- FIGURE 16. South Pier
- FIGURE 17. Sassafras Street Extension
- FIGURE B18. Parade St. to Holland St.
- FIGURE B19. Peach St. to Sassafras Extension
- FIGURE B20. Sassafras Extension to Water Works
- FIGURE B21. Chestnut St. to Cherry St.
- FIGURE B22. Cherry St to Poplar St.
- FIGURE B23. Plum St. to Cascade