

Contract No. 222001-S
SECTION II

SCOPE OF WORK/SPECIFICATIONS

1. GENERAL SCOPE OF WORK

The MDOT-Maryland Port Administration is contracting for all labor, supervision, materials, equipment, and skills necessary to provide comprehensive lawn care and landscaping services at various locations. The locations to be maintained are identified in **Exhibit A** incorporated herein by reference. This Contract shall be performed in accordance with the attached terms, specifications, insurance, Contractor Environmental Handbook (Attachment VI) and MDOT General Conditions for Maintenance Service Contracts (Attachment II).

The Contractor shall be in compliance with all regulations pertaining to the Pesticide Applicators Law, as well as all other applicable law. The regulations regarding pesticides can be found in COMAR 15.05.01 & 15.05.02. Bidders shall submit copies of their Pesticide Business License with their bid. The successful bidder must provide its Pesticide Applicator Certificates upon request by the Administration. Copies of Safety Data Sheets for all pesticides to be used shall be provided to MPA prior to beginning work. **No experimental pesticides shall be used.** The MPA reserves the right to determine acceptable products used by the Contractor. When possible, environmentally friendly pesticides shall be used.

MPA only allows the application of general use pesticides. Under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), administered by the United States Environmental Protection Agency (EPA), pesticides are classified for either general use or restricted use. A pesticide that is not likely to harm humans or the environment when used according to label directions is classified as a general use pesticide. As defined by the Maryland Department of Agriculture (MDA), pesticides are a general term used to define herbicides, insecticides, fungicides, miticides, growth regulators, desiccants, and rodenticides.

Note: All Landscape maintenance services provided under this contract shall be in accordance with the Maryland State Department of Agriculture regulations.

2. CONTRACTOR'S RESPONSIBILITY

The lawn care season is expected to begin on/or about the first week in April and end on/or about the last week in October of each calendar year. The beginning and ending of the work to be performed under this contract shall be driven by weather conditions that control growth. Contractor shall accept all responsibility for the performance of the services referenced herein on an "as is" basis. MPA does not intend to pay any additional expense for the startup of the lawn care season. **It is strongly recommended that respondents inspect the sites.** Lawn care services shall be performed every 7 days or as requested by the Terminal Maintenance Manager ("TMM") of the facilities, or designee. Contractor shall submit Safety Data Sheets with their response for all chemicals/pesticides to be used under this Contract. Contractor shall be solely responsible and liable for compliance with all State mandated laws, regulations, policies and/or procedures dealing

with the proper use of fertilizers.

- a. **Contractor shall meet with the TMM or their representative prior to the start of any work.** The meetings will be held on the second floor of Building 91A (Maintenance) at the Dundalk Marine Terminal. A sign in log must be completed to document each visit for services. This will maintain an accurate accounting of service dates, as well as assure proper payments to the Contractor.
- b. Normal work hours shall be considered as Monday through Friday, 7:00 a.m. until 3:30 p.m. Services performed outside of normal working hours without prior approval of the TMM, or their representative, will **not** be paid for by the MPA.
- c. Contractor shall perform all work in a manner that maintains the original intent of the landscape design.
- d. Contractor shall maintain a minimum work force of at least three employees while performing any work. This includes one **(1)** supervisor who is fluent in spoken and written English. All workers entering the Marine Terminals must have TWIC's

2.1 TURF MAINTENANCE

MOWING

- a. Contractor shall maintain the lawn at an average height of three (3) inches. Mowing shall commence no later than ten (10) days after notification by the T.M.M., or their representative. Mowing will be performed weekly, approximately twenty-eight (28) times per year.
- b. Contractor shall perform all edging and/or trimming adjacent to fences, sidewalks, roads and flowerbeds concurrently with the first mowing of the season, and as necessary thereafter. This shall include weeding as necessary to maintain a neat, orderly appearance.
- c. Contractor shall remove and dispose of all trash, debris and related material in all areas maintained throughout the duration of this Contract. No cuttings shall be blown onto the walks or pavements.

MULCHING

- a. Contractor shall rake, and remove all trash, weeds, and add **or remove** mulch to a minimum depth of no less than two (2) inches, at all mulched areas maintained. This work shall be performed within thirty (30) days after notification by the T.M.M., or their representative. Mulching will be performed four (4) times per year to maintain a visually appealing appearance throughout the contract.
- b. Contractor shall use a standard industry type of organic, hardwood mulch.

- c. When mulching has been completed, the Contractor shall notify the TMM, or their representative, to set up an onsite inspection. This inspection will determine proper depth, material, and visual appearance has been obtained. The TMM will determine if the work is acceptable and approve payment.
- d. If the TMM determines there are any areas that are unacceptable, the Contractor shall return and correct such areas at no additional cost to the Administration, no later than ten (10) days after notification.

FERTILIZING

- a. Contractor shall fertilize all maintained areas with an industry approved product of their choice. This product must contain and provide all essential elements necessary to promote plant health, growth, as well as prevent undesirable vegetation such as weeds. When possible, environmentally friendly fertilizers shall be used. Copies of Safety Data Sheets for all fertilizers shall be provide to MPA prior to beginning work.
- b. Contractor shall fertilize in April of each calendar year, and throughout the contract term as necessary to maintain a visually appealing appearance at all times.

WEEDING

- a. Contractor shall apply a pre-emergent herbicide at the start of the Contract, normally in April of each calendar year.
- b. Contractor shall control weeds that occur after initial treatment of pre-emergent control with an industry standard product of their choice. This product must keep all areas free of weeds.
- c. Contractor shall perform weeding as necessary throughout the contract term, to include manually removing weeds as necessary to maintain a visually appealing appearance.
- d. The TMM or their representative may request the contractor to remove any weeds that create a visually unacceptable appearance at any time. **The Contractor shall perform the weeding no more than ten (10) days after notification by the TMM.**

PRUNING

- a. Contractor shall prune and trim all ornamental trees, shrubs, and ground cover no later than thirty (30) days after notification from the T.M.M. or their representative. The Contractor shall remove dead or damaged branches, and excessive growth of a species inrelation to space confinements. Pruning shall be done in the Spring of each year and as necessary thereafter.

LEAF PICK UP/REMOVAL

- a. Contractor shall pick up and remove, or mulch, all leaves and fallen debris within thirty (30) days after notification by the T.M.M., or their representative. Leaf pick up/removal shall be done in the spring of each year and as necessary to keep all walkway, and parking surfaces clear. Leaf removal may be necessary approximately two (2) times per year.

2.2 BIORETENTION FACILITIES

- a. Contractor shall perform maintenance once a month at the two (2) facilities adjacent to Lot 90 at the Dundalk Marine Terminal. Maintenance of these areas will be done approximately seven (7) times per year.
- b. Contractor shall rake and add new mulch to a minimum depth of two (2) two inches once at the start of the growing season usually in in April of each calendar year and maintain that depth throughout the duration,of the Contract term.
- c. Contractor shall remove all trash and debris as needed upon each monthly visit.
- d. Contractor shall inspect and repair any soil erosion that may occur, as needed throughout upon each monthly visit. Throughout the Contract term.
- e. Contractor shall treat, and/or remove by hand any invasive plants or weeds within the planted areas and fencing once in April of each Calendar year, and as needed throughout the Contract term.
- f. Contractor shall initially trim all shrubs and plants no later than thirty (30) days after notification by the T.M.M., or their representative and Monthly thereafter.

2.3 EXTRA WORK ALLOWANCE

- a. The Administration has included in the proposal an Extra Work Allowance for each calendar year.
- b. The TMM may request the Contractor to perform extra work such as mowing and trimming additional areas, planting or replacing trees and shrubs, mulching, seeding, installing new plant beds, removal of undesirable vegetation, placing topsoil, and other related landscape services.
- c. The Contractor may discover dead shrubs or trees, or other vegetative concerns while performing landscape maintenance services, and shall notify the TMM as soon as possible.
- d. Upon inspection, and consideration by the TMM to replace plant material, or proceed with the Contractor's recommendation(s) an "Extra Work Proposal Form" (**Attachment VII**)

must be submitted prior to performing any work. This proposal shall be fully itemized, and include all necessary labor, equipment, and materials to complete the extra work. This proposal shall also state clearly the length of time required, from notification to proceed to completion, of each proposal.

- e. The MPA will not approve payment for any additional work without a signed and fully completed "Extra Work Proposal Form".
- f. The TMM, and the Contractor, shall inspect the extra work after notification by the Contractor that the work has been completed.
- g. The TMM will determine if the work is acceptable and approve for payment.
- h. If the TMM determines the extra work is unacceptable, the Contractor shall return and correct, or finish the unacceptable' work within ten (10) working days after notification is given.

3. DURATION OF CONTRACT

The term of this Agreement shall commence on the date established in the Notice to Proceed from the Administration and shall be in full force and effect for a period of three (3) years, unless terminated earlier in accordance with the terms of this Agreement.

4. PAYMENT

Subject to the performance of the work and its acceptance by the MPA, the contractor may invoice the MPA once per month for all appropriate charges for services performed during the billing period. All such charges shall be derived in accordance with the prices originally quoted on the Bid Work Sheet (s), attached hereto and made a part hereof. In the event that the contractor is not in default of any contract terms or conditions, then MPA shall cause said invoice to be timely paid.