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3.1 Function of Seedbed Preparation and Basis of Work The specifications of Section 3 shall apply to the final physical preparation of soil at sites intended for turfgrass seeding. The specifications of Section 1 (if required) and Section 2 shall be completed before the final seedbed preparation is begun. Areas intended for fine turfgrass seeding shall conform to the definition of Section 3.2a and be prepared according to Section 3.2b. Areas intended for rough turfgrass seeding shall conform to the definition of Section 3.3a and be prepared according to Section 3.3b. All labor, equipment, and materials required for the completion of Section 3 shall be furnished by the seeding contractor, unless specified otherwise.

3.2a Fine Turfgrass Areas Definition Fine turfgrass areas are mowed at a height of 1.0 to 3.5 inches on a regular basis, and include home lawns, commercial sites, athletic fields, parks, and playgrounds. Fine turfgrass areas receive variable amounts of fertilizer and pest control as part of their routine maintenance.

3.2b Fine Turfgrass Areas Preparation The soil of fine turfgrass areas shall be tilled by disking, rototilling, or other approved method of tillage to a minimum average depth of 2.0 inches, and shall be leveled and raked to prepare a smooth and even seedbed with a loose and open surface. Stones and other debris over 1.5 inches in diameter shall be removed from the soil surface, and a uniform grade shall be established so that no depressions or elevations greater than 2/10 of 1.0 foot (2.5 inches per foot) are present, and so that the safe and effective operation of mowing equipment shall not be hindered after the turfgrass is established.

3.3a Rough Turfgrass Areas Definition Rough turfgrass areas are used on an occasional basis for activities such as road shoulders, automobile parking, recreational areas, campgrounds, play areas, picnic sites, and to preserve open space. Because the intensity of their use is low, rough turfgrass areas typically receive routine mowing, but the mowing may be performed at long intervals and at heights not common for fine turfgrass areas (i.e., 3.5 to 6.0 inches or more). Fertilization and pest control is usually not a part of the routine maintenance of rough turfgrass areas.

3.3b Rough Turfgrass Areas Preparation The soil of rough turfgrass areas shall be loosened to a minimum average depth of 2.0 inches in sites where the slope is shallower than 3:1. In sites where the slope is 3:1 or steeper, the soil shall be loosened to a depth of 0.5 to 1.0 inch. The soil shall be loosened with rototillers, disk harrows, chisel plows, rippers, bulldozers, or other equipment which shall leave the soil with an irregular open surface. Bulldozers shall leave the soil with an open irregular surface, and with track ridges that run perpendicular to the slope of the site.

3.4 Site Clean Up Grading stakes, stones, trash, and other debris which may hinder the distribution of fertilizer, compost, seed, or seed mulch during seeding operations (Section 5) shall be removed from the site when seedbed preparation operations are completed. Soil, fertilizer, and compost shall be removed from paved areas as soon as possible after seedbed tilling and grading operations are completed. Clean up shall be completed by the seeding contractor before acceptance is given.

3.5 Performance Acceptance The site shall be inspected within 24 hours of the completion of each subsection of Section 3, as indicated by the seeding contractor. Acknowledgment of acceptable performance shall be given by the owner, general contractor, landscape architect, or other person authorized to inspect the site. The seeding contractor shall give notification when all subsections of Section 3 have been completed;

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final acceptance and payment shall be made within 24 hours of such notification, or within the time period specified in the contract.

3.6 Professional Guarantee The seeding contractor shall guarantee that the materials and methods selected and used shall be appropriate for the site and its intended use, according to the specifications of Section 3, unless specified otherwise. The seeding contractor shall guarantee that the seedbed conforms to the specifications of Section 3.2 or Section 3.3, as required for seeding (Section 5)

3.7a Site Protection It shall be the responsibility of the owner, general contractor, or other authorized party to install signs, flagging, etc. at the perimeter of the seedbed preparation site which shall serve to notify foot and vehicular traffic that a sensitive area may be damaged by their entry. Under no circumstances shall the seeding contractor be held liable to repair a seedbed preparation site that is damaged by the entry of such traffic.

3.7b Erosion Protection and Repair It shall be the responsibility of the seeding contractor to ensure that the soil of the seedbed preparation area is not blown or washed from the site, and that nearby areas and streams are protected from soil, fertilizer, compost, etc. In the event of heavy rain or wind that causes damage to the site which may have been anticipated and prevented by the seeding contractor, then the seeding contractor shall repair the damaged areas so they are restored to a condition acceptable under the specifications of Section 3; when soil or other material is moved from the site and deposited on nearby areas the seeding contractor shall restore those areas to a condition substantially similar to that which prevailed before the damaging event.

3.7c Repair Limitations The seeding contractor shall not be obliged to repair the site or nearby areas when damage to them was substantially caused by water, soil, or other materials which passed into the site from an area not stabilized or under the supervision of the seeding contractor. Examples of situations which shall void the responsibility of the seeding contractor to repair the site and nearby areas shall include the failure of responsible parties to provide effective groundcover, spillways, drainage diversions, water settlements, silt fence, etc., which would have prevented the damage.

3.7d Damages Disclaimer The seeding contractor shall not be held liable to repair damages incurred to the site as a result of materials not applied under the supervision of the seeding contractor, nor by vandalism, nor by acts of God.

3.7e Hazards Disclaimer Because the seedbed preparation site is a construction zone not under the ownership or legal control of the seeding contractor and may present hazards to persons or property which enter the site, the seeding contractor specifically disclaims any and all responsibility for the safety and security of persons or property which may enter the site before the seeding contractor has begun work or when work is underway or at any time after work has been completed, and without regard to whether such entry is legal or otherwise. The seeding contractor shall assume no responsibility for personal injury or property damage, nor be subject to any claims of negligence, when the seeding contractor has performed work according to the specifications of MSA-GS-05.0, as mutually agreed, or has applied products or materials according to the recommendations of their manufacturer or distributor.

3.8 Payment The seeding contractor shall give notification upon the completion of Section 3; the site shall be inspected within 24 hours of such notification, and payment shall be made at that time, or as specified in the contract. When payment is not received within the specified time period, the seeding contractor may void any guarantees related to Section 3, and may seek appropriate legal remedies.