



Carrie Eklund  
Central Services Manager  
Finance Department

**INVITATION TO BID  
CITY-WIDE LANDSCAPING  
BID NO.: 313-OW-044**

3/22/13

Name of Bidding Firm: \_\_\_\_\_

Address \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**Bid Opening Time and Date 11:00 a.m., Local Time, Tuesday, April 9, 2013**

*Bids will be accepted until the specified opening time and date. Any bidder attempting to deliver after the opening time and date will be refused.*

Bid Deposit/Bid Bond: NO  
Prevailing Wage NO  
Performance Bond: NO

**PLEASE MARK THE RETURN SEALED ENVELOPE:**

- 1. Bid Opening Date and Time
- 2. Title of Job
- 3. Bid Number

**RETURN BIDS TO:**

City of Rockford  
Central Services Manager  
425 East State Street, 4<sup>th</sup> Floor  
Rockford, Illinois 61104  
Telephone: (815) 987-5560

**BIDS SUBMITTED BY FACSIMILE OR E-MAIL WILL NOT BE ACCEPTED**

**BID RESULTS:**

Bid results may be obtained by telephone at (815) 987-5560, by fax at (800) 380-7174, or at [www.rockfordil.gov](http://www.rockfordil.gov)

## CITY OF ROCKFORD, ILLINOIS—BIDDING GENERAL CONDITIONS

1. Pricing. The bidder shall insert price for all bid items and all other information requested in these specifications. The price shall be the *full, delivered cost* to the City of Rockford with no additions.
2. Total versus "Per Item" Awards. The City generally awards contracts based on a lump sum basis to the lowest responsible and responsive bidder. However, the City may choose to award on a per item basis. Therefore, each bidder must submit pricing for each item indicated on the bid forms. Bidders must clearly indicate which items are bid and which are not.
3. Delivery of Merchandise. Delivery terms will always be Freight On Board (FOB)—Destination. The City of Rockford accepts no responsibility for the condition of any merchandise purchased prior to acceptance by City Personnel. Failure to comply with this requirement may constitute rejection of the bid.
4. Acceptance of Merchandise at Delivery. The City of Rockford reserves the right to refuse acceptance of delivered merchandise that differs substantially from the specifications in this invitation to bid or as otherwise permitted by Illinois law.
5. Prompt Payment Act. The City of Rockford intends to comply with the governmental prompt payment act. The awarded vendor will be paid upon submission of invoices to: City of Rockford Accounts Payable, 425 East State Street, Rockford, IL 61104.
6. W-9 Request for Taxpayer Identification Number. Prior to issuance of a purchase order, the successful bidder will be required to supply the City of Rockford with a federal W-9 Request for Taxpayer Identification Number and Certification. Failure to comply with this requirement will be considered a violation of contract terms, for which the City may bar the vendor from bidding for a period of up to three years.
7. Legal Compliance. The vendor awarded this contract will comply with all Federal, State, County, and City laws, ordinances, rules and regulations, which in any manner affect the product or service placed for bid herein. Lack of knowledge on the part of the awarded vendor of applicable law will in no way be cause for release of this obligation. If the City becomes aware of violation of any laws, ordinances, rules and regulations on the part of the awarded vendor, it reserves the right to reject any bid, cancel any contract, and pursue any other legal remedies deemed necessary.
8. Legal Requirements. This contract sets forth the entire final agreement between the City of Rockford and the bidder and shall govern the respective duties and obligations of the parties. The validity of this contract, and any disputes arising from the contract, shall be governed by the laws of the State of Illinois. Any litigation under this agreement shall be resolved in the trial courts of Winnebago County, State of Illinois. Should a provision of this contract be declared invalid by a court of competent jurisdiction, it shall not affect the validity of the remaining provisions of the contract.
9. Safety. Prevention of accidents at any project is the sole responsibility of the awarded vendor and its subcontractors, agents, and employees. The awarded vendor, its subcontractors, agents, and employees shall be fully and solely responsible for the safety of this project. The awarded vendor shall retain exclusive and direct control over the acts or omissions of its subcontractors, agents and employees, and any other persons performing portions of the work and not directly employed by the awarded vendor.

10. Criminal Background Check. When necessary for the protection of citizens and/or City staff, the City may require an awarded vendor to conduct a criminal background check on all of its personnel who will have direct contact with City facilities or residents/businesses served under this contract. Personnel are defined as representatives, agents, employees, subcontractors, or anyone else who will be utilized to fulfill obligations under this contract. Criminal background checks, at a minimum, shall consist of a county level felony and misdemeanor check for each county in which the personnel resided in the last 10 years. The awarded vendor shall notify the City of any of its personnel who have been convicted of a felony or misdemeanor prior to commencing any work under this contract. At the City's discretion, personnel with any felony or misdemeanor convictions which raise a concern about the safety of building, property, or City staff/resident's personal security, or is otherwise job related (as determined by the City) shall not perform work under this contract. Once given notice that a background check(s) will be required, it must be completed within 14 calendar days so as to not delay work to be completed.

11. Control of the Work. With respect to the awarded vendor's own work, the City shall not have contractual, operational, and/or supervisory control over and/or charge of the work and shall not be responsible for construction means, methods, techniques, sequences, procedures, and programs in connection with the awarded vendor's work, since these are solely the vendor's responsibility under the agreement. The City shall not be responsible for the awarded vendor's failure to carry out the work in accordance with the agreement's terms and conditions. The City shall not have control over and/or charge of acts or omissions of the awarded vendor, its subcontractors, and/or their agents or employees, or any other person performing portions of the work not directly employed by the awarded vendor. The awarded vendor shall be considered to be an "independent contractor" pursuant to Illinois law.

12. Bid Bond. When required on the cover sheet, a bid bond for not less than 5 percent of the bid amount must accompany all bids as a guarantee that if the bid is accepted, the bidder will execute and file the proper contract. A bank cashier's check, bank draft, or certified check equal to the amount specified is acceptable in lieu of a bid bond. Bid bonds of the two lowest firms will be retained until the contract is awarded.

13. Performance Bond. When required by the specifications herein, the awarded vendor shall furnish a performance bond equal to the amount of the contract, acceptable to the City, within 14 calendar days after notification of contract award. Failure to furnish the required bond within the time specified may be cause for rejection of the bid and any bid deposit may be retained by the City as liquidated damages and not as a penalty.

14. Taxes. No charge will be allowed for taxes from which the City of Rockford, Illinois is exempt. The City of Rockford, Illinois is not liable for the Illinois Retailers' Occupation Tax, the Service Occupation Tax or the Service Use Tax. The City is exempt from the Federal Excise and Transportation Tax.

15. Withdrawal of Bids. Firms may withdraw or cancel their bids at any time prior to the advertised invitation to bid opening. After the opening time, no bid shall be withdrawn or cancelled. All bids shall be firm and valid for a period of sixty (60) calendar days. If a bidder to whom a contract is awarded refuses to accept the award, the City may, at its discretion, suspend the bidder for a period of time up to three (3) years.

16. Subcontracting. The bidder shall provide information for all subcontractors, leased operators/equipment, and suppliers and all other information requested in the Subcontractor and Supplier Detail Forms attached. Requests for deviations from the completed detail forms submitted must be made in writing, and reviewed and approved by the City's Diversity Procurement Officer and the Central Services Manager or designee. The awarded vendor may not subcontract any portion of the contract after award without written consent of the City of Rockford

Central Services Manager. When subcontractors are used, the awarded vendor is required to pay subcontractors promptly after completion of work. Delay of payment is prohibited.

17. Termination of Contract. The City of Rockford reserves the right to terminate the contract in its entirety or in portions, upon written notice to the awarded vendor, if the Rockford City Council does not appropriate sufficient funds to complete the contract or in the event of default by the awarded vendor. Default is defined as failure of the awarded vendor to perform any of the provisions of this contract or failure to make sufficient progress so as to endanger performance of this contract in accordance with its terms. In the event of default, the City may purchase the product(s) and/or service(s) from other sources and hold the defaulting company responsible for any excess costs occasioned thereby. The City may require payment of liquidated damages for non-performance. Should default be due to failure to perform or because of a request for a price increase, the City reserves the right to remove the firm from the City's bidder list for a period of up to three years.

18. Late Bids and Proposals. Regardless of cause, late bids and proposals will not be accepted and will automatically be disqualified from further consideration. It shall be solely the vendor's risk to ensure delivery at the designated office by the designated time. Late bids and proposals will not be opened and may be returned to the awarded vendor at their request and expense.

19. EEO Forms. Each firm shall be required to submit with its bid information all EEO forms included in the invitation to bid package. Any bid which fails to include the properly completed compliance items will not be read and will not be considered. All subcontractors shall also be required to comply with the same EEO forms as the firm.

20. Restrictive or Ambiguous Specifications. It is the responsibility of the bidding firm to review the invitation to bid specifications and to notify the Central Services Manager if the specifications are formulated in a manner that would unnecessarily restrict competition. Any such protest or question regarding the specifications or invitation to bid procedures must be received by the Central Services Division not less than seventy-two hours prior to the time set for the opening. In the event a contract term is not defined within the contract document, the term will be given its ordinary dictionary definition.

21. Bid Protest. Firms wishing to protest bids or awards shall notify the Central Services Manager in writing within 7 days after the invitation to bid opening. The notification should include the bid number, the name of the firm protesting, and the reason why the firm is protesting the bid. The Central Services Manager will respond to the protest within seven (7) calendar days. A successful protest may result in the reversal of a previously awarded contract.

22. Disputes. In case of disputes as to whether or not an item or service quoted or delivered meets specifications, the decision of the Central Services Manager, or authorized representative shall be final and binding to all parties. The Central Services Manager has the right to waive technicalities as they see fit. The Central Services Manager may request a written recommendation from the head of the department using the equipment or service being procured.

23. Exceptions. Any deviations from these specifications shall be noted and submitted with the bid. Failure to address deviations from specifications may result in bid rejection.

24. Acceptance/Rejection of Bids. The City of Rockford reserves the right to accept or reject any or all bids or proposals at any time, for any reason, including but not limited to the Rockford City Council not appropriating

sufficient funds to purchase equipment or complete the contract. The City may make awards in any manner deemed in the best interest of the City.

25. **Prevailing Wage.** When indicated on the cover page of this document, this contract calls for the construction of a "public work," within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 *et seq.* ("the Act"). The Act requires awarded vendors and subcontractors to pay laborers, workers, and mechanics performing services on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. When required, awarded vendors are responsible for paying current prevailing wage rates, as posted on the Illinois Department of Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.HTM>. It is the awarded vendor's responsibility to verify current wage rates, as they are updated monthly. All awarded vendors and subcontractors rendering services under this contract must comply with all requirements of the Act, including but not limited to, all wage, notice, and record keeping duties.

26. **Certified Payroll.** All Certified Payroll reports required to be submitted under the Prevailing Wage Act, 820 ILCS 130, must be submitted monthly via email, in Excel or some format compatible with Excel, to [certified.payroll@rockfordil.gov](mailto:certified.payroll@rockfordil.gov).

27. **Substance Abuse Prevention.** When required by Illinois State Statutes, awarded vendors must have in place and file with the City a written program for prevention of substance abuse among its employees. This program must include pre-hire, random, reasonable suspicion, and post-accident drug and alcohol testing, as required by the Substance Abuse Prevention on Public Works Projects Act.

28. **Apprenticeship Requirement.** For construction contracts over \$50,000, awarded vendors must participate in apprenticeship and training programs approved and registered with the United States Department of Labor's Bureau of Apprenticeship and Training for all Trades that will be in the awarded vendor's (or his subcontractor's) employment, with each worker receiving the required apprenticeship/training appropriate to his trade. Owners or work performed by owners is not exempt from the apprenticeship and training requirement.

29. **Indemnification.** To the fullest extent permitted by law, the awarded vendor shall indemnify and hold harmless the City, its officers, representatives, elected and appointed officials, agents, and employees from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the awarded vendor's performance of work under this agreement, and indemnifies and agrees to defend and hold harmless the City against any and all losses, claims, damages, and expenses arising from the work performed hereunder of the erection, construction, placement, or operation of any scaffold, hoist, crane, stay, ladder, support, or other mechanical contrivance in connection with such work including but not limited to losses, claims, damages, and expenses arising pursuant to claims asserted against the City pursuant to theories premised upon section 414 of the Restatement (Second) of Torts and section 343 of the Restatement (Second) of Torts.

This indemnification agreement shall not be limited in any way by any limitations on the amount or type of damages, compensation, or benefits payable by or for the awarded vendor under Worker's Compensation Acts, disability benefit acts, or other employee benefit acts, and serves as an express agreement to waive the protection of *Kotecki v. Cyclops Welding Corp.*, 146 Ill.2d 155, 585 N.E.2d 1023 (1991) in Illinois.

Further, the awarded vendor agrees that it is solely responsible for compliance with all safety laws applicable to the work performed hereunder, including but not limited to the Occupational Safety and Health Act of 1970 and the Construction Safety Act of 1960 and all standards and regulations which have been or shall be promulgated by the agencies which administer the Acts.

Under no circumstances shall the awarded vendor, its subcontractors, agents, and employees be required to indemnify the City for its own negligence.

30. Officers. Each bidder affirms, by submission of a response to this bid or request for proposals, that no officer of the City of Rockford, Illinois, is directly or indirectly interested in the proposal for any reason of personal gain.

31. Non-Waiver. The failure by the City to require performance of any provision shall not affect the City's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this contract constitute a waiver of any subsequent breach or default or a waiver of the provision itself.

32. Professional Services Selection Act. The City of Rockford intends to comply with 50 ILCS 510/5 governing the selection of professional services. Any reference in these terms and conditions to supplying pricing or price as a determining factor in selection do not apply for services covered by said act.

33. The City of Rockford reserves the right to accept or reject any and all proposals and to waive technicalities in submitted bids.

**BID REQUIREMENTS FOR  
EQUAL EMPLOYMENT OPPORTUNITY**

All bidders seeking to do business with the City of Rockford are **REQUIRED** to submit with any formal, sealed bid all of the following documents and information, attached herewith, completed and signed:

1. Equal Employment Opportunity Affirmative Action Plan Statement of Policy.
2. The Statement of Non-Compliance and Certificate of Non-Segregated Facilities.
3. The Contractor or Vendor Workforce Data Form listing all current employees, by classification, directly employed by the bidder. All categories of information requested must be supplied.  
*Note: The number of employees must be entered under each category (no check marks)*

Below are the Federal definitions of the following racial groups accepted as minorities by the City of Rockford:

Black: A person having origins in any of the Black racial groups of Africa, not of Hispanic origin.

Hispanic: A person of Spanish or Portuguese culture with origins in Mexico, South or Central America, or the Caribbean Islands, regardless of race.

Asian: A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes for example, China, Japan, Korea, the Philippine Republic and Samoa.

American Indian or Alaskan Native: A person having origins in any of the original peoples of North America.

4. Your State of Illinois Pre-Qualification Certification Number, issued by the Illinois Department of Human Rights for the Illinois Department of Human Rights Act, must provide expiration date entered in the place provided therefore.
5. Certificate of Non-Barred Bidding
6. All executed Subcontractor/Leased Operator and Supplier forms.

If you have not obtained your State of Illinois Pre-Qualification Number (item #4), by signing these documents you agree to make application for this number within 30 days from the date of bid opening.

**ANY BID WHICH FAILS TO INCLUDE THE CITY OF ROCKFORD EEO PAGES 2, 4, 5, 6, AND 7, COMPLETED AND SIGNED WITH YOUR SEALED BID WILL NOT BE READ AND WILL NOT BE CONSIDERED – NO EXCEPTIONS.**

Falsification of any required Equal Employment Opportunity or Affirmative Action information on the part of the bidder could result in rejection of the bid submitted or in the case where a contract has already been awarded, in the cancellation of said contract.

Any questions pertaining to E.E.O. requirements should be addressed to Ron Moore, Diversity Procurement Officer, Legal Department, 425 East State Street, Rockford, Illinois 61104, Phone: (815) 987-5622 or [ron.moore@rockfordil.gov](mailto:ron.moore@rockfordil.gov)

**EQUAL EMPLOYMENT OPPORTUNITY**  
**AFFIRMATIVE ACTION PLAN**  
**STATEMENT OF POLICY**

It is the policy of this company, \_\_\_\_\_  
to provide equal employment opportunity without regard to race, religion, color, national origin, handicap,  
age or sex through a program of positive action affecting all employees. In this program, our company  
carries out the requirements of Federal Executive orders 11246 and 11375, Civil Rights Act of 1964,  
Equal Employment Act of 1972, and all other applicable laws, and indicates its active support of the  
principle of equal opportunity in employment.

At present, \_\_\_\_\_ % of our work force are minorities and \_\_\_\_\_ % of our work force  
are females, and we will attempt to utilize minorities and females through a positive, continuing program  
in all jobs for which we contract in the future. Our company will utilize referrals from the City of  
Rockford's Diversity Procurement Officer for use of minorities and females regarding any future job  
vacancies.

It is also our intent to make efforts to purchase supplies or equipment from small business concerns  
located in the City of Rockford or counties of Winnebago or Boone and owned in substantial part (at  
least 51 per cent) by minorities or females.

\_\_\_\_\_ is the official who will be responsible for implementing  
this policy statement.

\_\_\_\_\_ will be designated as the Equal Opportunity Officer in  
our company, responsible for submission of all required equal employment opportunity documents.

In addition, \_\_\_\_\_ is hereby authorized to sign payroll as well as  
this company's officers. (NOTE: If only officers will be authorized to sign payrolls, please fill in "No One"  
in this space.)

## **STATEMENT OF NONCOMPLIANCE**

If the equal employment opportunity hearing committee determines that a contractor, subcontractor/leased operator of equipment or bidder is not in compliance with this chapter, (also known as Chapter 11, Article III the City of Rockford Equal Opportunity Employment Ordinance), the hearing committee shall issue and serve upon such person a written statement of noncompliance setting forth the manner in which it finds such person has violated this chapter, and imposing and/or requiring appropriate sanctions, including, but not limited to any and/or all of the following:

- a. Denying, suspending or revoking qualifications, or declaring the contractor or subcontractor irresponsible and ineligible for future contracts or subcontracts until such time as the contractor or subcontractor shall demonstrate to the equal employment opportunity hearing committee that it is in compliance;
- b. Withholding or delaying payment on the contractor or;
- c. Suspending, avoiding or canceling contract work.

## **CERTIFICATION OF NON-SEGREGATED FACILITIES**

The bidder certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder agrees that a breach of this certification will be a violation of the Equal Opportunity clause in any contract resulting from acceptance of this bid.

The bidder agrees that (except where he/she has obtained identical certification from proposed subcontractors/leased operators of equipment for specific time periods) he/she will obtain identical certification from proposed subcontractors/leased operators of equipment from the provisions of the Equal Opportunity clause, and that he/she will retain such certification in his/her files.



**CERTIFICATE OF NON-BARRED BIDDING**

The undersigned certifies that it is not barred from bidding on this contract as a result of a conviction for the violation of State laws prohibiting bid rigging or bid rotating. The undersigned also certifies that current or prospective employees, contractors, and subcontractors/leased operators of equipment are not listed as Excluded Individuals/Entities with the US Government, as maintained by the US General Services Administration.

By signing below, the firm agrees that all information provided in the previous pages is accurate, and that if the firm below does not currently have a Department of Human Rights number they will apply for one within thirty days with the State of Illinois.

\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Firm

Our firm is a:

Minority Business Enterprise \_\_\_\_\_ City-Certified? Yes \_\_\_\_\_ No \_\_\_\_\_

Women Business Enterprise \_\_\_\_\_ City Certified? Yes \_\_\_\_\_ No \_\_\_\_\_

Neither \_\_\_\_\_

(Revised 12/21/09)

**Subcontractor/Leased Operator of Equipment Detail Form**  
**City of Rockford**

Firms submitting bids must supply information on Subcontractors/Leased Operators of Equipment selected for work on the project specified. It is required that Subcontractors/Leased Operators of Equipment listed below will be utilized for actual construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Diversity Procurement Officer, Central Services Manager, or their designee. This form may be duplicated if additional space is necessary, **all pages must be signed, and submitted.**

<b>Subcontractor/Leased Operator Information</b>		<b>Type of Work Supplied</b>	<b>MBE/WBE Business?</b>	<b>Dollar Amount</b>	<b>Subcontract Percent of Bid Total</b>
Please provide business name and address, and a contact person.		Describe the work the subcontractor/leased operator will perform for this contract.			
Name _____	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address _____	_____	_____			
City, State _____	_____	_____			
Contact _____	_____	_____			
Name _____	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address _____	_____	_____			
City, State _____	_____	_____			
Contact _____	_____	_____			
Name _____	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address _____	_____	_____			
City, State _____	_____	_____			
Contact _____	_____	_____			
Name _____	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address _____	_____	_____			
City, State _____	_____	_____			
Contact _____	_____	_____			

The bidder intends to Subcontract/Lease Operators of Equipment for \_\_\_\_\_ % of the total contract with MBE/WBE firms.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

**Supplier Detail Form  
City of Rockford**

Firms submitting bids must supply information on suppliers selected for the project specified. It is required that suppliers listed below will be utilized during construction should the firm be awarded a contract. Any deviations from the list below require notice in writing and approval by the Diversity Procurement Officer, Central Services Manager, or their designee. This form may be duplicated if additional space is necessary, **all pages must be signed, and submitted.**

Supplier Information		Type of Product Supplied	MBE/WBE Business?	Dollar Amount of Supply Contract	Supplier Percent of Bid Total
Please provide business name and address, and a contact person.		Describe the product the supplier v provide for this contract.			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			
Name	_____	_____	Y <input type="checkbox"/> N <input type="checkbox"/>	\$ _____	_____ %
Address	_____	_____			
City, State	_____	_____			
Contact	_____	_____			

The bidder intends to procure \_\_\_\_\_ % of the total contract from MBE/WBE firms.

Signed \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

## Request for Taxpayer Identification Number and Certification

**Give Form to the  
 requester. Do not  
 send to the IRS.**

Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ _____  <input type="checkbox"/> Other (see instructions) ▶ _____	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
	City, state, and ZIP code	
List account number(s) here (optional)		

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Social security number									

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Employer identification number									

### Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.

<b>Sign Here</b>	Signature of U.S. person ▶ _____	Date ▶ _____
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### General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

#### Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

**Note.** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,
- The U.S. grantor or other owner of a grantor trust and not the trust, and
- The U.S. trust (other than a grantor trust) and not the beneficiaries of the trust.

**Foreign person.** If you are a foreign person, do not use Form W-9. Instead, use the appropriate Form W-8 (see Publication 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if his or her stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first protocol) and is relying on this exception to claim an exemption from tax on his or her scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS a percentage of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester,
2. You do not certify your TIN when required (see the Part II instructions on page 3 for details),
3. The IRS tells the requester that you furnished an incorrect TIN,
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only), or
5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the instructions below and the separate Instructions for the Requester of Form W-9.

Also see *Special rules for partnerships* on page 1.

## Updating Your Information

You must provide updated information to any person to whom you claimed to be an exempt payee if you are no longer an exempt payee and anticipate receiving reportable payments in the future from this person. For example, you may need to provide updated information if you are a C corporation that elects to be an S corporation, or if you no longer are tax exempt. In addition, you must furnish a new Form W-9 if the name or TIN changes for the account, for example, if the grantor of a grantor trust dies.

## Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

### Name

If you are an individual, you must generally enter the name shown on your income tax return. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first, and then circle, the name of the person or entity whose number you entered in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your income tax return on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name/disregarded entity name" line.

**Partnership, C Corporation, or S Corporation.** Enter the entity's name on the "Name" line and any business, trade, or "doing business as (DBA) name" on the "Business name/disregarded entity name" line.

**Disregarded entity.** Enter the owner's name on the "Name" line. The name of the entity entered on the "Name" line should never be a disregarded entity. The name on the "Name" line must be the name shown on the income tax return on which the income will be reported. For example, if a foreign LLC that is treated as a disregarded entity for U.S. federal tax purposes has a domestic owner, the domestic owner's name is required to be provided on the "Name" line. If the direct owner of the entity is also a disregarded entity, enter the first owner that is not disregarded for federal tax purposes. Enter the disregarded entity's name on the "Business name/disregarded entity name" line. If the owner of the disregarded entity is a foreign person, you must complete an appropriate Form W-8.

**Note.** Check the appropriate box for the federal tax classification of the person whose name is entered on the "Name" line (Individual/sole proprietor, Partnership, C Corporation, S Corporation, Trust/estate).

**Limited Liability Company (LLC).** If the person identified on the "Name" line is an LLC, check the "Limited liability company" box only and enter the appropriate code for the tax classification in the space provided. If you are an LLC that is treated as a partnership for federal tax purposes, enter "P" for partnership. If you are an LLC that has filed a Form 8832 or a Form 2553 to be taxed as a corporation, enter "C" for C corporation or "S" for S corporation. If you are an LLC that is disregarded as an entity separate from its owner under Regulation section 301.7701-3 (except for employment and excise tax), do not check the LLC box unless the owner of the LLC (required to be identified on the "Name" line) is another LLC that is not disregarded for federal tax purposes. If the LLC is disregarded as an entity separate from its owner, enter the appropriate tax classification of the owner identified on the "Name" line.

**Other entities.** Enter your business name as shown on required federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name/disregarded entity name" line.

## Exempt Payee

If you are exempt from backup withholding, enter your name as described above and check the appropriate box for your status, then check the "Exempt payee" box in the line following the "Business name/disregarded entity name," sign and date the form.

Generally, individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends.

**Note.** If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

The following payees are exempt from backup withholding:

1. An organization exempt from tax under section 501(a), any IRA, or a custodial account under section 403(b)(7) if the account satisfies the requirements of section 401(f)(2),
  2. The United States or any of its agencies or instrumentalities,
  3. A state, the District of Columbia, a possession of the United States, or any of their political subdivisions or instrumentalities,
  4. A foreign government or any of its political subdivisions, agencies, or instrumentalities, or
  5. An international organization or any of its agencies or instrumentalities.
- Other payees that may be exempt from backup withholding include:
6. A corporation,
  7. A foreign central bank of issue,
  8. A dealer in securities or commodities required to register in the United States, the District of Columbia, or a possession of the United States,
  9. A futures commission merchant registered with the Commodity Futures Trading Commission,
  10. A real estate investment trust,
  11. An entity registered at all times during the tax year under the Investment Company Act of 1940,
  12. A common trust fund operated by a bank under section 584(a),
  13. A financial institution,
  14. A middleman known in the investment community as a nominee or custodian, or
  15. A trust exempt from tax under section 664 or described in section 4947.

The following chart shows types of payments that may be exempt from backup withholding. The chart applies to the exempt payees listed above, 1 through 15.

IF the payment is for . . .	THEN the payment is exempt for . . .
Interest and dividend payments	All exempt payees except for 9
Broker transactions	Exempt payees 1 through 5 and 7 through 13. Also, C corporations.
Barter exchange transactions and patronage dividends	Exempt payees 1 through 5
Payments over \$600 required to be reported and direct sales over \$5,000 <sup>1</sup>	Generally, exempt payees 1 through 7 <sup>2</sup>

<sup>1</sup> See Form 1099-MISC, Miscellaneous Income, and its instructions.

<sup>2</sup> However, the following payments made to a corporation and reportable on Form 1099-MISC are not exempt from backup withholding: medical and health care payments, attorneys' fees, gross proceeds paid to an attorney, and payments for services paid by a federal executive agency.

## Part I. Taxpayer Identification Number (TIN)

**Enter your TIN in the appropriate box.** If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see *How to get a TIN* below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are a single-member LLC that is disregarded as an entity separate from its owner (see *Limited Liability Company (LLC)* on page 2), enter the owner's SSN (or EIN, if the owner has one). Do not enter the disregarded entity's EIN. If the LLC is classified as a corporation or partnership, enter the entity's EIN.

**Note.** See the chart on page 4 for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office or get this form online at [www.ssa.gov](http://www.ssa.gov). You may also get this form by calling 1-800-772-1213. Use Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can apply for an EIN online by accessing the IRS website at [www.irs.gov/businesses](http://www.irs.gov/businesses) and clicking on Employer Identification Number (EIN) under Starting a Business. You can get Forms W-7 and SS-4 from the IRS by visiting [IRS.gov](http://IRS.gov) or by calling 1-800-TAX-FORM (1-800-829-3676).

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note.** Entering "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

## Part II. Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if item 1, below, and items 4 and 5 on page 4 indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). In the case of a disregarded entity, the person identified on the "Name" line must sign. Exempt payees, see *Exempt Payee* on page 3.

**Signature requirements.** Complete the certification as indicated in items 1 through 3, below, and items 4 and 5 on page 4.

**1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983.** You must give your correct TIN, but you do not have to sign the certification.

**2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983.** You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

**3. Real estate transactions.** You must sign the certification. You may cross out item 2 of the certification.

**4. Other payments.** You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

**5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA, Coverdell ESA, Archer MSA or HSA contributions or distributions, and pension distributions.** You must give your correct TIN, but you do not have to sign the certification.

**Note.** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

**Secure Your Tax Records from Identity Theft**

Identity theft occurs when someone uses your personal information such as your name, social security number (SSN), or other identifying information, without your permission, to commit fraud or other crimes. An identity thief may use your SSN to get a job or may file a tax return using your SSN to receive a refund.

To reduce your risk:

- Protect your SSN,
- Ensure your employer is protecting your SSN, and
- Be careful when choosing a tax preparer.

If your tax records are affected by identity theft and you receive a notice from the IRS, respond right away to the name and phone number printed on the IRS notice or letter.

If your tax records are not currently affected by identity theft but you think you are at risk due to a lost or stolen purse or wallet, questionable credit card activity or credit report, contact the IRS Identity Theft Hotline at 1-800-908-4490 or submit Form 14039.

For more information, see Publication 4535, Identity Theft Prevention and Victim Assistance.

Victims of identity theft who are experiencing economic harm or a system problem, or are seeking help in resolving tax problems that have not been resolved through normal channels, may be eligible for Taxpayer Advocate Service (TAS) assistance. You can reach TAS by calling the TAS toll-free case intake line at 1-877-777-4778 or TTY/TDD 1-800-829-4059.

**Protect yourself from suspicious emails or phishing schemes.**

Phishing is the creation and use of email and websites designed to mimic legitimate business emails and websites. The most common act is sending an email to a user falsely claiming to be an established legitimate enterprise in an attempt to scam the user into surrendering private information that will be used for identity theft.

The IRS does not initiate contacts with taxpayers via emails. Also, the IRS does not request personal detailed information through email or ask taxpayers for the PIN numbers, passwords, or similar secret access information for their credit card, bank, or other financial accounts.

If you receive an unsolicited email claiming to be from the IRS, forward this message to [phishing@irs.gov](mailto:phishing@irs.gov). You may also report misuse of the IRS name, logo, or other IRS property to the Treasury Inspector General for Tax Administration at 1-800-366-4484. You can forward suspicious emails to the Federal Trade Commission at: [spam@uce.gov](mailto:spam@uce.gov) or contact them at [www.ftc.gov/idtheft](http://www.ftc.gov/idtheft) or 1-877-IDTHEFT (1-877-438-4338).

Visit [IRS.gov](http://IRS.gov) to learn more about identity theft and how to reduce your risk.

**What Name and Number To Give the Requester**

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship or disregarded entity owned by an individual	The owner <sup>3</sup>
6. Grantor trust filing under Optional Form 1099 Filing Method 1 (see Regulation section 1.671-4(b)(2)(i)(A))	The grantor <sup>4</sup>
For this type of account:	Give name and EIN of:
7. Disregarded entity not owned by an individual	The owner
8. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
9. Corporation or LLC electing corporate status on Form 8832 or Form 2553	The corporation
10. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
11. Partnership or multi-member LLC	The partnership
12. A broker or registered nominee	The broker or nominee
13. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity
14. Grantor trust filing under the Form 1041 Filing Method or the Optional Form 1099 Filing Method 2 (see Regulation section 1.671-4(b)(2)(i)(B))	The trust

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name and you may also enter your business or "DBA" name on the "Business name/disregarded entity" name line. You may use either your SSN or EIN (if you have one), but the IRS encourages you to use your SSN.

<sup>4</sup> List first and circle the name of the trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.) Also see *Special rules for partnerships* on page 1.

\*Note. Grantor also must provide a Form W-9 to trustee of trust.

**Privacy Act Notice**

Section 6109 of the Internal Revenue Code requires you to provide your correct TIN to persons (including federal agencies) who are required to file information returns with the IRS to report interest, dividends, or certain other income paid to you; mortgage interest you paid; the acquisition or abandonment of secured property; the cancellation of debt; or contributions you made to an IRA, Archer MSA, or HSA. The person collecting this form uses the information on the form to file information returns with the IRS, reporting the above information. Routine uses of this information include giving it to the Department of Justice for civil and criminal litigation and to cities, states, the District of Columbia, and U.S. possessions for use in administering their laws. The information also may be disclosed to other countries under a treaty, to federal and state agencies to enforce civil and criminal laws, or to federal law enforcement and intelligence agencies to combat terrorism. You must provide your TIN whether or not you are required to file a tax return. Under section 3406, payers must generally withhold a percentage of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to the payer. Certain penalties may also apply for providing false or fraudulent information.

**City-wide Landscaping  
Bid No.: 313-PW-044**

**1.0 General Scope**

1.1 General. The City of Rockford is seeking bids from qualified vendors to perform landscaping work, including all labor, materials, equipment, and supplies necessary to perform the work as specified. The following specifications describe the work to be completed, what is required of the successful vendor, and any other information needed for a vendor to submit a responsible bid.

**2.0 Standards and Regulations**

2.1 License. Vendors shall secure all permits and licenses that may be required by federal, state or local laws. All costs for any and all permits and licenses shall be included in the bid, as no additional cost to the City will be allowed for such items at a later date.

2.2 Ordinances. Vendors shall observe all ordinances in the performance of this contract including the City of Rockford's Noise Ordinance which prohibits the operation of ground maintenance equipment between the hours of 10:00 p.m. and 7:00 a.m. within 600 feet of any building used for residential or hospital purposes.

**3.0 General Requirements**

3.1 Vendor qualifications. No contract shall be awarded except to responsible vendors capable of providing the class of product described.

3.1.1 Before being considered for the award, vendors may be required to show evidence of the necessary experience, facilities, equipment, ability, and financial resources to perform the work in a satisfactory manner and within the time constraints stipulated. The City of Rockford shall make the final determination as to the vendor's ability to provide the desired services.

3.1.2 Only vendors with past experience with similar work as specified herein shall be considered for this project. All vendors who submit bids shall include documentation indicating past experience and references to receive full consideration for contract award.

3.2 Vendor performance. The vendor agrees to perform its obligations demonstrating quality workmanship and completion of all work in a timely manner.

3.2.1 The Designated City of Rockford representative will decide all questions that may arise as to the quality and acceptability of work performed under the contract. If, in the opinion of the Designated City of Rockford representative, performance is unsatisfactory, the City shall notify the vendor of the areas in which his or her performance is deficient. The vendor will have twenty-four (24) hours from the date of notification to correct any specific instances of unsatisfactory performance. The City Representative may allow additional time to correct due to inclement weather. Corrective measures required by the City of the vendor to meet performance standards should be completed at no additional charge to the City. The City shall retain the right to remove specific site(s) from said contractor should a pattern of poor performance continue.

3.2.2 It is understood that if, in the opinion of the Designated City of Rockford representative, it is apparent that the vendor is not able to meet the requirements of these specifications, then the Designated City of Rockford representative, in conjunction with the Central Services Manager, may reduce or terminate the contract with two weeks written notice, whichever is in the best interest of the City of Rockford. Every

effort will be made to assist the vendor making a good faith effort to meet the obligations of the contract. However, nothing in this section shall undermine the City's ability to take action on poor performance or default of contract as described above.

- 3.2.3 It is the responsibility of the vendor to immediately notify the respective City Representative of any mechanical failures or any other circumstance that may delay or prevent the vendor from completing the work as scheduled.
- 3.3 Contact. Questions shall be directed to Carrie Eklund, Central Services Manager at (815) 987-5565 or [carrie eklund@rockfordil.gov](mailto:carrie eklund@rockfordil.gov).
- 3.4 Vendor Contact. The vendor agrees to provide the City with a phone number at which the vendor can be reached during work hours (Monday through Friday, 7:00 a.m. to 5:00 p.m.) and further agrees to return calls and messages left by the City within 2 hours. Failure to return a call will result in a reassessment of that individual's contract.
- 3.5 Basis of Award. The City will award this contract to the lowest responsive and responsible vendor that is able to meet the requirements and criteria set forth in this document. The City of Rockford may award the contract in whatever manner best serves the interest of the City.
- 3.6 Insurance Requirements. Upon execution of the contract, and prior to the vendor commencing any work or services with regard to the project, the vendor shall carry commercial general liability insurance, umbrella liability insurance, and automobile liability insurance on ISO form CG 00 01 10 01 (or a substitute form providing equivalent coverage) and the vendor shall provide the City with a Certificate of Insurance and Additional Insured Endorsement on ISO form CG 20 10 11 85 (or substitute form providing equivalent coverage) or on the combination of ISO forms CG 20 10 10 01 and CG 20 37 10 01 (or substitute forms providing equivalent coverage) naming the City as Additional Insured thereunder. Additional insured coverage shall apply as primary insurance and be noncontributory with respect to any other insurance afforded to the City. All coverage shall be placed with an insurance company duly admitted in the State of Illinois and shall be reasonably acceptable to the City. All vendor insurance carriers must maintain an A.M. Best rating of "A-" or better. Coverage shall be afforded to the additional insured whether or not a claim is in litigation.

The insurance coverage required above shall be of sufficient type, scope and duration to ensure coverage for the City for liability related to any manifestation date within the applicable statutes of limitation and/or repose which pertain to any work performed by or on behalf of the City in relation to the contract. The following insurance requirements shall apply to the successful vendor for the duration of the contract unless explicitly waived by the Central Services Manager:

- 3.6.1 Commercial General Liability. The coverage available to the City, as Additional Insured, shall not be less than \$1 million each occurrence, \$1 million general aggregate (subject to a per project general aggregate provision applicable to the project), \$1 million products/completed operations aggregate and \$1 million personal and advertising injury limits. Such insurance shall cover liability arising from premises, operations, independent vendors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).
- 3.6.2 Automobile Coverage. The coverage available to the City, as Additional Insured, shall include comprehensive automobile bodily injury and property damage liability coverage for a minimum amount of \$1 million each occurrence, \$1 million general aggregate.
- 3.6.3 Workers Compensation. Vendor shall maintain during the life of this contract statutory workmen's compensation and employer's liability insurance for all his employees engaged in work on the job site.

3.6.4 Insurance Certificates. Each Certificate of insurance shall provide that the insurer must give the City at least 30 days' prior written notice of cancellation and termination of the City's coverage thereunder. Not less than two weeks prior to the expiration, cancellation or termination of any such policy, the vendor shall supply the City with a new and replacement Certificate of Insurance and Additional Insured endorsement as proof of renewal of said original policy. Said new and replacement endorsements shall be similarly endorsed in favor of the City as set forth above.

3.7 Equipment/safety. The vendor shall remove equipment at the completion of the workday. The City of Rockford does not assume any responsibility, at any time, for the protection of or loss of equipment or supplies either at the work site or elsewhere.

3.8 Term of Contract. Vendor shall provide Landscape Services from date of award until December 31, 2013. Upon mutual written consent, the City and the vendor may agree to extend the contract for one (1) one-year term.

#### 4.0 **Specific Requirements**

4.1 Scope of Work. The work to be performed under this contract includes various landscaping work as needed by the City's Capital Improvement/Engineering staff. Work will mainly consist of parkway restoration, seeding and sodding at locations to be determined throughout the year. Quantities listed on the bid form are estimates only, the City will only pay for work ordered and completed.

4.2 Scheduling. The vendor will perform the work in accordance with the schedule provided or the instructions received from the City representative. Generally, the work may be performed between the hours of 7:00 a.m. and 6:00 p.m. and on any day or days of the week in accordance with the City's noise ordinance (see section 2.2). If special circumstances require different hours the vendor shall seek approval for such a change from the City. All invoices shall be submitted to City representative within 10 days of completing work and must include a valid invoice number, and the correct date. Do not submit invoices directly to the City Finance Department. They will not be paid until validated by respective City representative(s).

4.3 Liquidated Damages. The Vendor is responsible for using the correct methods of landscaping. If the Vendor fails to effectively use proper landscaping methods based on the observance of the Designated City of Rockford representative, the City will notify him of default. In the event of default, the City will either use City staff or a third party to complete proper landscaping methods and any *additional cost to the City shall be deducted from subsequent payment(s) owed the Vendor.*

4.4 Description of Work. Work to be performed includes the following:

4.4.1 Topsoil and Compost. Refer to article 211 of the Standard Specification for Road and Bridge Construction Adopted January 1, 2012 (See Appendix A). This work shall consist of furnishing, excavating, and placing topsoil, special types of topsoil, or compost.

4.4.2 Seeding. Refer to article 250 of the Standard Specification for Road and Bridge Construction Adopted January 1, 2012 (See Appendix A). This work shall consist of preparing the bed and placing the seed and other materials required in seeding operations on the shoulders, slopes, and other areas.

4.4.3 Sodding. Refer to article 252 of the Standard Specification for Road and Bridge Construction Adopted January 1, 2012 (See Appendix A). This work shall consist of preparing the ground surface and furnishing and placing sod and other materials required in the sodding operations. This includes sod watering 252.08 (See Appendix A).

- 4.4.4 Erosion Control Blanket. Refer to article 251.04 of the Standard Specification for Road and Bridge Construction Adopted January 1, 2012 (See Appendix A). Erosion control blanket may be placed using either excelsior blanket or knitted straw blanket. Within 24 hours of seed placement, blanket shall be place on the areas specified.
- 4.4.5 Turf Reinforcement Mat (TRM). Refer to article 251.05 of the Standard Specification for Road and Bridge Construction Adopted January 1, 2012 (See Appendix A).The TRM shall be specifically manufactured for both temporary and permanent erosion control, revegetation, and the reduction of water velocities in ditches and overflows.
- 4.4.6 Hydraulic Mulch. Refer to article 251.03 Method 3A of the Standard Specification for Road and Bridge Construction Adopted January 1, 2012 (See Appendix A). This method shall consist of the machine application of a heavy - duty hydraulic mulch. Seeding shall be conducted as a separate operation and shall not be added to the hydraulic mulch slurry. The hydraulic mulch shall not be applied when the ambient temperature is at or below freezing.  
To achieve full and even coverage, the hydraulic mulch shall be applied two opposing directions. Mixing and application rates shall be according to the manufacturer’s recommendations and meet the minimum application rates set in Article 1081.06(a)(2) (See Appendix A). The heavy – duty hydraulic shall be applied using a mechanically agitated hydraulic mulching machine.
- 4.4.7 Parkway Restoration. This work shall consist of repairing disturbed areas other than those areas disturbed by installation of inlets, manholes, curb, gutter, sidewalk and driveway approaches. Disturbed areas to be provided with 4" of topsoil and seeding. Topsoil material shall be indigenous to Winnebago County, meet with the requirements of Article 1081.05 (See Appendix A) of the Standard Specifications, and have no more than 55 percent sand content as determined in accordance with AASHTO T88. Seeding method shall consist of applying seed, fertilizer and Erosion Blanket on prepared seedbed in accordance with IDOT Section 250 and 251 in so far as said sections apply.

Seeding Class I: Revise IDOT Article 250.07 to read: "Regardless of season, all disturbed areas shall be seeded with following mixture:

Turf Type Fescue	50 lbs/acre
Kentucky Blue Grass	50 lbs/acre
Manhattan Rye	100 lbs/acre <u>OR EQUAL</u>
Ruby Creeping Red Fescue	100 lbs/acre

Fertilizer shall be furnished and applied to the following nutrients and percentages by weight in pounds:

Nitrogen	6%
Phosphorus	24% <u>OR BY SOIL ANALYSIS</u>
Potassium	24%

Fertilizer shall be applied at a rate of 300 lbs/acre. Second fertilizer application 3-weeks after seeding of 10-10-10, 250 lbs/acre, if good stand is achieved.

**NAG S150 Erosion Control Blanket:** The erosion control blanket shall be installed in accordance to the manufacturer’s specifications. A letter from the manufacturer’s representative shall be provided to the engineer stating that the material has been installed properly.

Guarantee: All seeded areas shall be maintained for at least 30 days after application. Seeding that is required by the Owner after October 10 must meet the following guarantee the following spring. Scattered bare spots no larger than 0.25 square feet (6" X 6") will be allowed up to a maximum of 5% of any seeded area including 30 day maintenance and mowing.

Any water service boxes in parkway areas to be restored must be adjusted to the proper height prior to seeding. Contractor must contact the owner prior to parkway restoration if a valve box is not adjustable or is broken. If replacement parts are required, contractor shall contact owner for supply of new parts.

Contractor acknowledges that the nature of this project requires varying scopes of work at many locations throughout a large area. As such, no additional payment will be made on this lump sum item for any location additions or deletions or changes in scope of work at any particular location.

Measurements for this item will be paid for in Square Yard.

Basis of Payment. This work will be paid for at the contract unit price per square yard for **PARKWAY RESTORATION**

# Appendix

## A

**SECTION 211. TOPSOIL AND COMPOST**

**211.01 Description.** This work shall consist of furnishing, excavating, and placing topsoil, special types of topsoil, or compost.

**211.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Topsoil (Furnished from outside of the R.O.W.) .....	1081.05(a)
(b) Compost .....	1081.05(b)

**CONSTRUCTION REQUIREMENTS**

**211.03 Furnishing and Excavating Topsoil.** Topsoil shall be obtained from within the limits of the right-of-way at the locations and to the depths designated on the plans or approved by the Engineer. This topsoil shall be stockpiled at locations approved by the Engineer. When special types of topsoil are specified, each type shall be handled separately and not allowed to mix with any other material. When special types of topsoil (Hydric, Prairie or Woodland) are specified, the seeds and plants within the excavated special topsoils are desirable to maintain. To keep these seeds and plants viable, the topsoil shall be excavated then placed as directed by the Engineer or as specified in the contract. If stockpiling cannot be avoided, special measures, such as watering the stockpile and planting a cover crop on the stockpile will be required as directed by the Engineer.

If additional topsoil is required to complete the contract to the lines, grades and the minimum thickness shown on the plans, the Contractor shall furnish any additional topsoil from areas outside the limits of the right-of-way. This additional topsoil obtained from outside the right-of-way shall be approved by the Engineer prior to its use.

In lieu of furnishing additional topsoil from areas outside the limits of the right-of-way, the Contractor may request permission to obtain the additional topsoil from areas within the limits of the right-of-way other than those shown on the plans.

**211.04 Placing Topsoil and Compost.** Topsoil shall not be placed until the area to be covered has been shaped, trimmed, and finished according to Section 212. All irregularities or depressions in the surface due to weathering or other causes shall be filled or smoothed out before the topsoil is placed. If the existing surface has become hardened or crusted, it shall be disked or raked or otherwise broken up so as to provide a bond with the lift of topsoil to be applied.

When compost is specified, it shall be placed at the specified depth on top of the topsoil. The Engineer will verify that the proper topsoil and compost depths have been applied. After verification of proper depth, the Contractor shall completely incorporate the compost into the topsoil by disking or tilling.

**211.05 Finishing.** The surface of the topsoil or compost/topsoil blend shall be free from clods, stones, sticks and debris and shall be according to the lines, grades

and the minimum thickness shown on the plans. If required by the Engineer, one rolling of the entire surface shall be made.

**211.06 Clearing Area and Disposal of Surplus Material.** Upon completion of the work, all areas shall be cleared of equipment, debris, and excess material. Surplus or waste material resulting from construction operations shall be disposed of according to Article 202.03.

**211.07 Method of Measurement.** This work will be measured for payment as follows.

- (a) **Contract Quantities.** The requirements for the use of contract quantities shall conform to Article 202.07(a).
- (b) **Measured Quantities.** Material excavated in excess of that required for the contract will not be measured for payment.

Topsoil excavation and placement shall be that material obtained from within the limits of the right-of-way and will be measured in cubic yards (cubic meters) in its original position. The volume will be computed by the method of average end areas. In no case will the width or depth used for the computations be greater than the dimensions shown on the plans unless such changes have been approved in writing by the Engineer. Topsoil excavation shall include the excavating, hauling, and stockpiling of the material in the locations approved by the Engineer. If the Contractor requests and the Engineer approves additional areas within the limits of the right-of-way for topsoil excavation other than shown on the plans, these added quantities will be deducted from the item of borrow excavation, furnished excavation, or earth excavation.

Topsoil furnish and place, and compost furnish and place shall be that material obtained from outside the right-of-way and will be measured in square yards (square meters).

Excavation and embankment quantities for the roadway have been computed on the basis of cut and fill to the subgrade of the topsoil.

**211.08 Basis of Payment.** This work will be paid for at the contract unit price per cubic yard (cubic meter) for TOPSOIL EXCAVATION AND PLACEMENT; per square yard (square meter) for TOPSOIL FURNISH AND PLACE, of the thickness specified; and per square yard (square meter) for COMPOST FURNISH AND PLACE, of the thickness specified.

**SECTION 214. GRADING AND SHAPING DITCHES**

**214.01 Description.** This work shall consist of grading and shaping existing ditches.

**CONSTRUCTION REQUIREMENTS**

**214.02 General.** All surplus, unstable, and unsuitable material shall be disposed of according to Article 202.03.

**214.03 Method of Measurement.** This work will be measured for payment in feet (meters) along the centerline of the ditch.

The volume of any unstable and/or unsuitable material removed will be measured for payment according to Article 202.07.

**214.04 Basis of Payment.** This work will be paid for at the contract unit price per foot (meter) for GRADING AND SHAPING DITCHES.

Removal and disposal of unstable and/or unsuitable material will be paid for according to Article 202.08.

**LANDSCAPING**

**SECTION 250. SEEDING**

**250.01 Description.** This work shall consist of preparing the seed bed and placing the seed and other materials required in seeding operations on the shoulders, slopes, and other areas.

**250.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Seeds .....	1081.04
(b) Agricultural Ground Limestone .....	1081.07
(c) Fertilizer .....	1081.08

**250.03 Equipment.** Equipment shall be according to the following.

Item	Article/Section
(a) Disk .....	1101.08(a)
(b) Slope Harrow .....	1101.08(b)
(c) Hydraulic Seeder .....	1101.08(c)
(d) Cultipacker .....	1101.08(d)
(e) Broadcast Seeders .....	1101.08(e)
(f) Tractor Drawn or Tractor Mounted Drop Seeders .....	1101.08(f)
(g) Rangeland Type Grass Drill and Interseeding Attachment .....	1101.08(g)
(h) Slit Seeder .....	1101.08(h)

### CONSTRUCTION REQUIREMENTS

**250.04 Fertilizer and Agricultural Ground Limestone Application.** When specified for bare earth areas, fertilizer nutrients and agricultural ground limestone shall be uniformly spread over the designated areas immediately prior to seed bed preparation.

When specified for existing turf areas, fertilizer nutrients and agricultural ground limestone shall be uniformly spread over the designated areas during the spring, late summer, or early fall seasons. The Contractor shall restore any existing turf areas damaged by improper application of fertilizer nutrients or agricultural ground limestone.

When fertilizer is specified, 270 lb (300 kg) of fertilizer nutrients per acre (hectare) shall be applied at 1:1:1 ratio as follows.

Nitrogen Fertilizer Nutrients	90 lb/acre (100 kg/ha)
Phosphorus Fertilizer Nutrients	90 lb/acre (100 kg/ha)
Potassium Fertilizer Nutrients	90 lb/acre (100 kg/ha)

When agricultural ground limestone is specified, it shall be applied at a rate of 2 tons/acre (4.5 metric tons/ha) multiplied by the source correction factor.

**250.05 Seed Bed Preparation.** For bare earth seeding, seed bed preparation shall not be started until all requirements of Section 212 have been completed. The area to be seeded shall be worked to a minimum depth of 3 in. (75 mm) with a disk, tiller, or other equipment approved by the Engineer, reducing all soil particles to a size not larger than 2 in. (50 mm) in the largest dimension. The prepared surface shall be relatively free from weeds, clods, stones, roots, sticks, rivulets, gullies, crusting, and caking. If the area is to be covered by an erosion control blanket or turf reinforcement mat, the seed bed shall comply with the preparation requirements of Article 251.04 for erosion control blanket or Article 251.05 for turf reinforcement mat prior to application of seed. No seeds shall be sown until the seed bed has been approved by the Engineer.

Seed bed preparation will not be required for Class 7 Seeding if the soil is in a loose condition. Light disking shall be done if the soil is hard or caked.

For areas in which a stand of winter wheat exists, as a result of temporary erosion control seeding, disking will be required.

**250.06 Seeding Methods.** No seed shall be sown during high winds or when the ground is not in a proper condition for seeding, nor shall any seed be sown until the purity test has been completed for the seeds to be used, and shows that the seed meets the noxious weed seed requirements. All equipment shall be approved by the Engineer prior to being used. Prior to starting work, seeders and interseeders shall be calibrated and adjusted to sow seeds at the required seeding rate. Equipment shall be operated in a manner to ensure complete coverage of the entire area to be seeded or interseeded. The Engineer shall be notified 48 hours prior to beginning the seeding operations so that the Engineer may determine by trial runs that a calibration of the seeder will provide uniform distribution at the specified rate per acre (hectare).

When seed or fertilizer is applied with a hydraulic seeder, the rate of application shall be not less than 1000 gal (9500 L) of slurry per acre (hectare). This slurry shall contain the proper quantity of seed or fertilizer nutrients specified per acre (hectare). When using a hydraulic seeder, the fertilizer nutrients and seed shall be applied in two separate operations.

All legumes (clover and alfalfa) shall be inoculated with the proper bacteria in the amounts and manner recommended by the manufacturer of the inoculant before sowing or being mixed with other seeds for sowing. The inoculant shall be furnished by the Contractor and shall be approved by the Engineer. The seed shall be sown as soon as possible after inoculation. Seed that has been standing more than 24 hours after inoculation shall be reinoculated before sowing. If legumes are applied by a hydraulic seeder, three times the normal amount of inoculant shall be used.

- (a) Bare Earth Seeding. Bare earth seeding shall be done using the following methods unless otherwise specified or directed by the Engineer.
  - (1) Seeding Classes 1, 2, and 6 shall be sown with a machine that mechanically places the seed in direct contact with the soil, packs, and covers the seed in one continuous operation.
  - (2) Seeding Class 4 shall be sown with a rangeland type grass drill.
  - (3) Seeding Class 3 may be sown with a hydraulic seeder.
  - (4) Seeding Classes 5 and 7 shall be sown with a hydraulic seeder or rangeland type grass drill.

Broadcasting or hydraulic seeding will be allowed as approved by the Engineer on steep slopes (over 1:3 (V:H)) or in inaccessible areas where use of the equipment specified is physically impossible. When broadcast seeders are used for Seeding Class 3 or 4, the individual seeds comprising the seeding mixture shall be sown separately. When Seeding Class 7 is used as an erosion control measure to establish temporary cover, hand broadcasting of the seed or other methods approved by the Engineer will be allowed.

- (b) Interseeding. Interseeding is the seeding of areas of existing turf. Prior to interseeding, all areas of existing turf to be interseeded, except as listed below, shall be mowed one or more times to a height of not more than 3 in. (75 mm). The equipment used shall be capable of completely severing all growth at the cutting height and distributing it evenly over the mowed area. The cut material shall not be windrowed or left in a lumpy or bunched condition. Additional mowing may be required, as directed by the Engineer, on certain areas in order to disperse the mowed material and allow penetration of the seed. The Contractor will not be required to mow within 1 ft (300 mm) of the right-of-way fence, continuously wet ditches and drainage ways, slopes 1:3 (V:H) and greater, or areas which may be designated as not mowable by the Engineer.

Debris encountered during the mowing and interseeding operations which hamper the operation or are visible from the roadway shall be removed and

disposed of according to Article 250.05. Damage to the right-of-way and turf, such as ruts or wheel tracks more than 2 in. (50 mm) in depth, shall be repaired to the satisfaction of the Engineer prior to the time of interseeding.

All seeding classes shall be interseeded using a rangeland type grass drill with an interseeding attachment, except the following.

- (1) When specified in the plans or directed by the Engineer, a slit seeder shall be used to interseed Class 1 or Class 2 seed.
- (2) Broadcasting or hydraulic seeding will be allowed as approved by the Engineer on steep slopes (1:3 (V:H) or steeper) or in inaccessible areas where use of the equipment specified is physically impossible. Sufficient water shall be applied to these areas to wash the seed down to the soil.

When broadcast seeders are used for Seeding Class 3 or 4, the individual seeds comprising the seeding mixture shall be sown separately.

**250.07 Seeding Mixtures.** The classes of seeding mixtures and combinations of mixtures will be designated in the plans.

When an area is to be seeded with two or more seeding classes, those mixtures shall be applied separately on the designated area within a seven day period. All seeding shall occur prior to placement of mulch cover. A Class 7 mixture can be applied at any time prior to applying any seeding class or added to them and applied at the same time.

TABLE 1 - SEEDING MIXTURES		
Class - Type	Seeds	lb/acre (kg/hectare)
1 Lawn Mixture 7/	Ky Bluegrass	100 (110)
	Perennial Ryegrass	60 (70)
	Creeping Red Fescue	40 (50)
1A Salt Tolerant Lawn Mixture 7/	Bluegrass	60 (70)
	Perennial Ryegrass	20 (20)
	Red Fescue (Audubon, Sea Link, or Epic)	20 (20)
	Hard Fescue (Rescue 911, Spartan II, or Reliant IV)	20 (20)
	Fulfs Salt Grass 1/ or Salty Alkaligrass	60 (70)
1B Low Maintenance Lawn Mixture 7/	Fine Leaf Turf-Type Fescue 3/	150 (170)
	Perennial Ryegrass	20 (20)
	Red Top	10 (10)
	Creeping Red Fescue	20 (20)
2 Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV)	100 (110)
	Perennial Ryegrass	50 (55)
	Creeping Red Fescue	40 (50)
	Red Top	10 (10)
2A Salt Tolerant Roadside Mixture 7/	Tall Fescue (Inferno, Tarheel II, Quest, Blade Runner, or Falcon IV)	60 (70)
	Perennial Ryegrass	20 (20)
	Red Fescue (Audubon, Sea Link, or Epic)	30 (20)
	Hard Fescue (Rescue 911, Spartan II, or Reliant IV)	30 (20)
	Fulfs Salt Grass 1/ or Salty Alkaligrass	60 (70)
3 Northern Illinois Slope Mixture 7/	Elymus Canadensis (Canada Wild Rye)	5 (5)
	Perennial Ryegrass	20 (20)
	Alsike Clover 2/	5 (5)
	Desmanthus Illinoensis (Illinois Bundleflower) 2/, 5/	2 (2)
	Andropogon Scoparius (Little Bluestem) 5/	12 (12)
	Bouteloua Curtipendula (Side-Oats Grama)	10 (10)
	Fulfs Salt Grass 1/ or Salty Alkaligrass	30 (35)
	Oats, Spring	50 (55)
	Slender Wheat Grass 5/	15 (15)
	Buffalo Grass (Cody or Bowie) 4/, 5/, 9/	5 (5)
3A Southern Illinois Slope Mixture 7/	Perennial Ryegrass	20 (20)
	Elymus Canadensis (Canada Wild Rye) 5/	20 (20)
	Panicum Virgatum (Switchgrass) 5/	10 (10)
	Andropogon Scoparius (Little Blue Stem) 5/	12 (12)
	Bouteloua Curtipendula (Side-Oats Grama) 5/	10 (10)
	Petalostemum Candidum (White Prairie Clover) 5/	5 (5)
	Rudbeckia Hirta (Black-Eyed Susan) 5/	5 (5)
	Oats, Spring	50 (55)

## Seeding

Art. 250.07

Class - Type	Seeds	lb/acre (kg/hectare)
4 Native Grass 6/, 8/	Andropogon Gerardi (Big Blue Stem) 5/	4 (4)
	Andropogon Scoparius (Little Blue Stem) 5/	5 (5)
	Bouteloua Curtipendula (Side-Oats Grama) 5/	5 (5)
	Elymus Canadensis (Canada Wild Rye) 5/	1 (1)
	Panicum Virgatum (Switch Grass) 5/	1 (1)
	Sorghastrum Nutans (Indian Grass) 5/	2 (2)
	Annual Ryegrass	25 (25)
	Oats, Spring	25 (25)
	Perennial Ryegrass	15 (15)
	4A Low Profile Native Grass 6/, 8/	Andropogon Scoparius (Little Blue Stem) 5/
Bouteloua Curtipendula (Side-Oats Grama) 5/		5 (5)
Elymus Canadensis (Canada Wild Rye) 5/		1 (1)
Sporobolus Heterolepis (Prairie Dropseed) 5/		0.5 (0.5)
Annual Ryegrass		25 (25)
Oats, Spring		25 (25)
Perennial Ryegrass		15 (15)
4B Wetland Grass and Sedge Mixture 6, 8/		Annual Ryegrass
	Oats, Spring	25 (25)
	Wetland Grasses (species below)	6 (6)
<u>Species:</u>		<u>% By Weight 5/</u>
Calamagrostis Canadensis (Blue Joint Grass)		12
Carex lacustris (Lake-Bank Sedge)		6
Carex slipata (Awl-Fruited Sedge)		6
Carex stricta (Tussock Sedge)		6
Carex vulpinoidea (Fox Sedge)		6
Eleocharis acicularis (Needle Spike Rush)		3
Eleocharis obtusa (Blunt Spike Rush)		3
Glyceria striata (Fowl Manna Grass)		14
Juncus effusus (Common Rush)		6
Juncus tenuis (Slender Rush)		6
Juncus torreyi (Torrey's Rush)		6
Leersia oryzoides (Rice Cut Grass)		10
Scirpus acutus (Hard-Stemmed Bulrush)		3
Scirpus atrovirens (Dark Green Rush)		3
Scirpus fluviatilis (River Bulrush)		3
Scirpus validus (Softstem Bulrush)		3
Spartina pectinata (Cord Grass)		4

Class - Type	Seeds	lb/acre (kg/hectare)
5 Forb with Annuals Mixture	Annuals Mixture (Below) 6/, 8/ Forb Mixture (Below) 6/, 8/	1 (1) 10 (10)
<p>Annuals Mixture - Mixture not exceeding 25 % by weight of any one species, of the following:</p> <ul style="list-style-type: none"> <li>Coreopsis lanceolata (Sand Coreopsis)</li> <li>Chrysanthemum maximum (Shasta Daisy)</li> <li>Gaillardia pulchella (Blanket Flower)</li> <li>Ratibida columnitera (Long-Headed Coneflower)</li> <li>Rudbeckia hirta (Black-Eyed Susan)</li> </ul>		
<p>Forb Mixture - Mixture not exceeding 5 % by weight PLS of any one species, of the following:</p> <ul style="list-style-type: none"> <li>Amorpha canescens (Lead Plant) 2/</li> <li>Anemone cylindrica (Thimble Weed)</li> <li>Asclepias tuberosa (Butterfly-Weed)</li> <li>Aster azureus (Sky Blue Aster)</li> <li>Aster laevis (Smooth Aster)</li> <li>Aster novae-angliae (New England Aster)</li> <li>Baptisia leucantha (White Wild Indigo) 2/</li> <li>Coreopsis palmata (Prairie Coreopsis)</li> <li>Echinacea pallida (Pale Purple Coneflower)</li> <li>Eryngium yuccifolium (Rattlesnake Master)</li> <li>Helianthus mollis (Downy Sunflower)</li> <li>Heliopsis helianthoides (Ox-Eye)</li> <li>Liatris aspera (Rough Blazing Star)</li> <li>Liatris pycnostachya (Prairie Blazing Star)</li> <li>Monarda fistulosa (Prairie Bergamont)</li> <li>Parthenium integrifolium (WildQuinine)</li> <li>Petalostemum candidum (White Prairie Clover) 2/</li> <li>Petalostemum purpureum (Purple Prairie Clover) 2/</li> <li>Physostegia virginiana (False Dragonhead)</li> <li>Potentilla arguta (Prairie Cinquefoil)</li> <li>Ratibida pinnata (Yellow Coneflower)</li> <li>Rudbeckia subtomentosa (Fragrant Coneflower)</li> <li>Silphium laciniatum (Compass Plant)</li> <li>Silphium terebinthinaceum (Prairie Dock)</li> <li>Solidago rigida (Rigid Goldenrod)</li> <li>Tradescantia ohiensis (Spiderwort)</li> <li>Veronicastrum virginicum (Culver's Root)</li> </ul>		

Class - Type	Seeds	lb/acre (kg/hectare)
5A Large Flower Native Forb Mixture 6/, 8/	Forb Mixture (see below)	5 (5)
	<u>Species:</u>	<u>% By Weight 5/</u>
	Aster novae-angliae (New England Aster)	5
	Echinacea pallida (Pale Purple Coneflower)	10
	Helianthus mollis (Downy Sunflower)	10
	Heliopsis helianthoides (Ox-Eye)	10
	Liatris pycnostachya (Prairie Blazing Star)	10
	Ratibida pinnata (Yellow Coneflower)	5
	Rudbeckia hirta (Black-Eyed Susan)	10
	Silphium laciniatum (Compass Plant)	10
	Silphium terebinthinaceum (Prairie Dock)	20
	Solidago rigida (Rigid Goldenrod)	10
5B Wetland Forb	Forb Mixture (see below) 6/, 8/	2 (2)
	<u>Species:</u>	<u>% By Weight 5/</u>
	Acorus calamus (Sweet Flag)	3
	Angelica atropurpurea (Angelica)	6
	Asclepias incarnata (Swamp Milkweed)	2
	Aster puniceus (Purple Stemmed Aster)	10
	Bidens cernua (Beggarticks)	7
	Eupatorium maculatum (Spotted Joe Pye Weed)	7
	Eupatorium perfoliatum (Boneset)	7
	Helenium autumnale (Autumn Sneezeweed)	2
	Iris virginica shrevei (Blue Flag Iris)	2
	Lobelia cardinalis (Cardinal Flower)	5
	Lobelia siphilitica (Great Blue Lobelia)	5
	Lythrum alatum (Winged Loosestrife)	2
	Physostegia virginiana (False Dragonhead)	5
	Polygonum pensylvanicum (Pennsylvania Smartweed)	10
	Polygonum lapathifolium (Curlytop Knotweed)	10
	Pycnanthemum virginianum (Mountain Mint)	5
	Rudbeckia laciniata (Cut-leaf Coneflower)	5
	Solidago riddellii (Riddell Goldenrod)	2
	Sparganium eurycarpum (Giant Burreed)	5
6 Conservation Mixture	Andropogon Scoparius (Little Blue Stem) 5/ Elymus Canadensis (Canada Wild Rye) 5/ Buffalo Grass (Cody or Bowie) 4/, 5/, 9/ Vernal Alfalfa 2/ Oats, Spring	5 (5) 2 (2) 5 (5) 15 (15) 48 (55)
6A Salt Tolerant Conservation Mixture	Andropogon Scoparius (Little Blue Stem) 5/ Elymus Canadensis (Canada Wild Rye) 5/ Buffalo Grass (Cody or Bowie) 4/, 5/, 9/ Vernal Alfalfa 2/ Oats, Spring Fults Salt Grass 1/ or Salty Alkaligrass	5 (5) 2 (2) 5 (5) 15 (15) 48 (55) 20 (20)
7 Temporary Turf Cover Mixture	Perennial Ryegrass Oats, Spring 4/	50 (55) 64 (70)

## Notes:

- 1/ Fults pucinnellia distans.
- 2/ Legumes - Inoculation required.
- 3/ Specific variety as shown in the plans or approved by the Engineer.
- 4/ Other seeds may be used if approved by the Engineer.
- 5/ PLS = Pure Live Seed to be used.
- 6/ Fertilizer not required.
- 7/ In Districts 1 through 6, the planting times shall be April 1 to June 15 and August 1 to November 1. In Districts 7 through 9, the planting times shall be March 1 to June 1 and August 1 to November 15. Seeding may be performed outside these dates provided the Contractor guarantees a minimum of 75 percent uniform growth over the entire seeded area(s) after a period of establishment. Inspection dates for the period of establishment will be as follows: Seeding conducted in Districts 1 through 6 between June 16 and July 31 will be inspected after April 15 and seeding conducted between November 2 and March 31 will be inspected after September 15. Seeding conducted in Districts 7 through 9 between June 2 and July 31 will be inspected after April 15 and seeding conducted between November 16 and February 28 will be inspected after September 15. The guarantee shall be submitted to the Engineer in writing prior to performing the work. After the period of establishment, areas not exhibiting 75 percent uniform growth shall be interseeded or reseeded, as determined by the Engineer, at no additional cost to the Department.
- 8/ Planting times May 15 to June 30 and October 15 to December 1.
- 9/ Seed shall be primed with  $KNO_3$  to break dormancy and dyed to indicate such.

Variation in the Class 4 or 5 seed quantities or varieties will be allowed in the event of a crop failure or other unforeseen conditions. The Contractor shall provide for the approval of the Engineer a written description of the changed Class 4 or 5 Mixture, the reasons for the change, and the name of the seed supplier.

**250.08 Selective Mowing Stakes.** Selective mowing stakes shall be installed to delineate areas to be seeded or interseeded with Class 4 or 5 mixtures. Selective mowing stakes shall be steel posts as described in Article 1081.13(a). The selective mowing stakes shall be driven into the ground to a height of 3 1/2 ft (1.1 m) above the ground at locations shown on the plans and as directed by the Engineer.

**250.09 Method of Measurement.** This work will be measured for payment as follows.

- (a) Contract Quantities. The requirement for use of contract quantities shall be according to Article 202.07(a).
- (b) Measured Quantities. Seeding of the class specified and mowing will be measured in acres (hectares) of surface area seeded or mowed.

The exact locations of seeding and mowing will be determined in the field by the Engineer, and the quantities will be adjusted accordingly. Fertilizer will be measured by weight in pounds (kilograms) of actual nutrients. The percent of nutrients equals the guaranteed analysis on the bag. The

following formula will be used to determine the pounds (kilograms) of fertilizer nutrients applied.

$$\begin{array}{l} \text{(Total pounds (kilograms) of mixed fertilizer)} \\ \quad \times \\ \text{(Percentage of each nutrient in the fertilizer applied)} \\ \hline = \text{pounds (kilograms) of each fertilizer nutrient} \end{array}$$

Agricultural Ground Limestone will be measured by weight in tons (metric tons) of Agricultural Ground Limestone having an effective neutralizing value of 67.5 (four year base, a source correction factor of 1.0). Applied quantity shall be the plan quantity multiplied by the source correction factor. The pay quantity will be the applied quantity divided by the source correction factor.

Payment will not be made for fertilizer nutrients in excess of 103 percent or agricultural ground limestone in excess of 108 percent of the amounts specified by the Engineer.

Selective mowing stakes will be measured as each in place.

**250.10 Basis of Payment.** This work will be paid for at the contract unit price per acre (hectare) for SEEDING or INTERSEEDING of the Class specified; at the contract unit prices per pound (kilogram) for NITROGEN FERTILIZER NUTRIENT, PHOSPHORUS FERTILIZER NUTRIENT and POTASSIUM FERTILIZER NUTRIENT; and at the contract unit price per ton (metric ton) for AGRICULTURAL GROUND LIMESTONE.

Mowing will be paid for at the contract unit price per acre (hectare) for MOWING. Only the initial mowing will be paid for. Any subsequent mowing required to obtain a height of not more than 3 in. (75 mm) or to disperse mowed material will be considered as included in the cost of the initial mowing.

Selective Mowing Stakes will be paid for at the contract unit price per each for SELECTIVE MOWING STAKES.

**SECTION 251. MULCH**

**251.01 Description.** This work shall consist of furnishing, transporting, and placing mulch, erosion control blanket, or turf reinforcement mat over seeded areas.

**251.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Compost .....	1081.05(b)
(b) Mulch .....	1081.06(a)
(c) Chemical Mulch Binder .....	1081.06(a)(3)
(d) Chemical Compost Binder .....	1081.06(a)(4)
(e) Excelsior Blanket .....	1081.10(a)
(f) Knitted Straw Mat .....	1081.10(b)
(g) Heavy Duty Erosion Control Blanket .....	1081.10(c)
(h) Wire Staples .....	1081.10(d)
(i) Wood Stakes .....	1081.10(e)
(j) Coconut Fiber .....	1081.10(f)
(k) Turf Reinforcement Mat .....	1081.10(g)

**CONSTRUCTION REQUIREMENTS**

**251.03 Mulch.** Within 24 hours of seed placement, mulch by one of the following methods shall be placed on the areas specified. On slopes steeper than 1:3 (V:H), mulch shall be applied the same day as seeded. Mulch shall be applied uniformly at the rate specified.

- (a) Method 1. This method shall consist of hand or machine application of straw mulch at the rate of 2 tons/acre (4.5 metric tons/ha). The mulch shall be loose enough to permit air to circulate but compact enough to reduce erosion. If baled mulch material is used, care shall be taken that the material is in a loosened condition and contains no lumps or knots of compacted material.
- (b) Method 2. This method shall consist of placing and stabilizing straw at the rate of 2 tons/acre (4.5 metric tons/ha) over seeded areas. All requirements of Method 1 must be met plus the mulch shall be thoroughly stabilized. The Contractor has the option of any of the following procedures for stabilizing the straw.
  - (1) Procedure 1. This procedure shall consist of anchoring the straw into the soil by means of a mechanical stabilizer with dull blades or disks. These blades or disks shall be without camber, approximately 20 in. (500 mm) in diameter, notches spaced at approximately 8 in. (200 mm) intervals and equipped with scrapers. The stabilizer shall be approximately 1000 lb (450 kg), have a working width not exceeding 72 in. (1.8 m), and shall be equipped with a ballast compartment, so that when directed, the weight (mass) can be increased.

- (2) Procedure 2. This procedure shall consist of stabilizing the straw with an approved mulch blower followed immediately by an overspray application of light-duty hydraulic mulch. The hydraulic mulch shall be according to Article 251.03(c) except that it shall be applied as a slurry of 900 lb (1020 kg) of mulch and 1000 gal (9500 L) of water per acre (hectare) using a hydraulic mulch applicator. The light-duty hydraulic mulch shall be agitated a minimum of five minutes before application and shall be agitated during application. The light-duty hydraulic mulch shall be applied from opposing directions to ensure even coverage.
- (3) Procedure 3. This procedure shall consist of stabilizing the straw with a chemical mulch binder. The chemical mulch binder may be applied simultaneously with the straw or as an overspray.
- a. Simultaneous Application. The coated straw shall be placed by equipment which will blow or eject, by means of a constant air stream, controlled quantities of straw and binder in a uniform pattern. The binder shall be introduced into the air stream of the machine by means of a spray which will partially coat the straw with a spotty tack. If the straw is excessively cut or broken, corrective measures shall be taken.
  - b. Overspray Application. The overspray application shall be performed according to Procedure 2.
- The chemical mulch binder shall be approved by the Engineer and shall be applied at the rate recommended by the supplier and approved by the Engineer.
- (c) Method 3. This method shall consist of the machine application of a light-duty hydraulic mulch. Seeding shall be conducted as a separate operation and shall not be added to the hydraulic mulch slurry. Hydraulic mulch shall not be applied when the ambient temperature is at or below freezing. To achieve full and even coverage, the hydraulic mulch shall be applied from two opposing directions. Mixing and application rates shall be according to the manufacturer's recommendations and meet the minimum application rates set in Article 1081.06(a)(2).
- (d) Method 3A. This method shall consist of the machine application of a heavy-duty hydraulic mulch. Seeding shall be conducted as a separate operation and shall not be added to the hydraulic mulch slurry. The hydraulic mulch shall not be applied when the ambient temperature is at or below freezing. To achieve full and even coverage, the hydraulic mulch shall be applied from two opposing directions. Mixing and application rates shall be according to the manufacturer's recommendations and meet the minimum application rates set in Article 1081.06(a)(2). The heavy-duty hydraulic mulch shall be applied using a mechanically agitated hydraulic mulching machine.
- (e) Method 4. This method shall consist of applying compost combined with a performance additive designed to bind/stabilize the compost. The

compost/performance additive mixture shall be applied to the surface of the slope using a pneumatic blower at a depth of 2 in. (50 mm).

Following the mulching operation, foot and vehicular traffic, or the movement of equipment over the mulched area shall be prohibited. At any location where mulching has been displaced by any Contractor's equipment or personnel, the seeding and mulch or other work damaged as a result of that displacement shall be repaired or replaced immediately.

**251.04 Erosion Control Blanket.** Erosion control blanket may be placed using either excelsior blanket or knitted straw blanket. Within 24 hours of seed placement, blanket shall be placed on the areas specified. Prior to placing the blanket, the areas to be covered shall be relatively free of rocks or clods over 1 1/2 in. (40 mm) in diameter, and sticks or other foreign material which will prevent the close contact of the blanket with the seed bed. If, as a result of rain, the prepared seed bed becomes crusted or eroded, or if eroded places, ruts, or depressions exist for any reason, the Contractor shall rework the soil until it is smooth and reseed such areas which are reworked.

After the area has been properly shaped, fertilized, and seeded, the blanket shall be laid out flat, evenly, and smoothly, without stretching the material. The excelsior and knitted straw blankets shall be placed so that the netting is on the top and the fibers are in contact with the soil. The heavy duty blankets shall be placed so that the heavy duty extruded plastic mesh is on the bottom.

For placement in ditches, the erosion control blanket shall be applied parallel to the centerline of the ditch so that there are no longitudinal seams within 2 ft (600 mm) of the bottom centerline of the ditch. The blanket shall be toed in on the upslope edge and shingled or overlapped with the flow.

On slopes, the blanket shall be applied either horizontally or vertically to the contour, toed in on the upslope edge, and shingled or overlapped with the flow.

When placed adjacent to the roadway, blankets shall be toed in along the edge of shoulder.

Anchoring the blankets shall be according to the manufacturer's specifications.

**251.05 Turf Reinforcement Mat (TRM).** The TRM shall be specifically manufactured for both temporary and permanent erosion control, revegetation, and the reduction of water velocities in ditches and overflows. TRM shall be placed the same day as seed placement. Prior to placing the TRM, the areas to be covered shall be relatively free of rocks or clods over 1 1/2 in. (40 mm) in diameter, and sticks or other foreign material which will prevent the close contact of the mat with the seed bed. If, as a result of rain, the prepared seed bed becomes crusted, or if eroded places, ruts, or depressions exist for any reason, the Contractor shall rework the soil until it is smooth and reseed such areas which are reworked. The TRM shall be installed according to the manufacturer's recommendations.

**251.06 Method of Measurement.** This work will be measured for payment as follows.

- (a) Contract Quantities. The requirement for use of contract quantities shall be according to Article 202.07(a).
- (b) Measured Quantities. Mulch Methods 1, 2, 3, 3A, and 4 will be measured for payment in place in acres (hectares) of surface area mulched. Erosion control blanket, heavy duty erosion control blanket, and turf reinforcement mat will be measured for payment in square yards (square meters).

**251.07 Basis of Payment.** This work will be paid for at the contract unit price per acre (hectare) for MULCH, METHOD 1; MULCH, METHOD 2; MULCH, METHOD 3; MULCH METHOD 3A; MULCH, METHOD 4; and at the contract unit price per square yard (square meter) for EROSION CONTROL BLANKET, HEAVY DUTY EROSION CONTROL BLANKET, or TURF REINFORCEMENT MAT.

## SECTION 252. SODDING

**252.01 Description.** This work shall consist of preparing the ground surface and furnishing and placing sod and other materials required in the sodding operations.

**252.02 Materials.** Materials shall be according to the following.

Item	Article/Section
(a) Sod .....	1081.03
(b) Salt Tolerant Sod .....	1081.03(b)
(c) Agricultural Ground Limestone .....	1081.07
(d) Fertilizer .....	1081.08

## CONSTRUCTION REQUIREMENTS

**252.03 Ground Preparation.** The area to be sodded shall be finished according to Section 212 before sodding operations are begun. Immediately prior, but not in excess of 24 hours before the sod is placed, the soil surface shall be worked until it is free from debris, washes, gullies, clods and stones. The surface shall be worked to a depth of not less than 3 in. (75 mm) with a disk, tiller or other equipment approved by the Engineer. Prepared surface shall be finished to a fine smooth finish free of irregularities. Finished ground elevations shall allow for the thickness of sod to match grade of existing turf or structures.

All soil surfaces shall be moist when the sod is placed. When directed by the Engineer, the Contractor shall be required to apply water to dry soil surfaces at a minimum rate of 1 gal/sq yd (5 L/sq m) immediately prior to placing the sod.

When specified, agricultural ground limestone and fertilizer nutrients shall be applied at the designated rates over the areas to be sodded.

When fertilizer is specified, 180 lb (210 kg) of fertilizer nutrients per acre (hectare) shall be applied over the areas to be sodded at a 1:1:1 ratio as follows.

Nitrogen Fertilizer Nutrients	60 lb/acre (70 kg/ha)
Phosphorus Fertilizer Nutrients	60 lb/acre (70 kg/ha)
Potassium Fertilizer Nutrients	60 lb/acre (70 kg/ha)

**252.04 Sodding Time.** Sod shall be placed when the ground is in a workable condition and temperatures are less than 80 °F (26 °C). Sod shall not be placed when the sod or ground surface is frozen. Sod shall not be placed during the months of July and August.

**252.05 Transportation.** All sod shall be properly protected during transportation to maintain it in a live, healthy condition. Sod cut for more than 48 hours shall only be used with the approval of the Engineer. Any sod that has dried out, has heated to over 100 °F (38 °C), or is frozen prior to placing will be rejected and shall be immediately removed from the jobsite by the Contractor.

**252.06 Placing Sod.** The sod shall be placed on the prepared surface with the edges in close contact and alternate courses staggered.

In ditches, the sod shall be placed with the longer dimension perpendicular to the flow of water in the ditch. On slopes, starting at the bottom of the slope, the sod shall be placed with the longer dimension parallel to the contours of the ground. The exposed edges of sod shall be buried flush with the adjacent soil.

On slopes where the sod may be displaced during sodding operations, the workmen shall work from ladders or treaded planks.

**252.07 Staking Sod.** The sod shall be staked on all slopes of 1:2 (V:H) or steeper. Sod shall be staked with not less than four stakes per sq yd (sq m) with at least one stake for each piece of sod. Stakes shall be a minimum of 6 in. (150 mm) long. Stakes shall be installed so that they hold the sod firmly in place yet present no danger to pedestrians or mowing crews. The type of stake and the method of installation shall meet the approval of the Engineer.

**252.08 Sod Watering.** Within two hours after the sod has been placed, water shall be applied at a rate of 5 gal/sq yd (25 L/sq m). Additional water shall be applied every other day at a rate of 3 gal/sq yd (15 L/sq m) for a total of 15 additional waterings. During periods exceeding 80 °F (26 °C) or subnormal rainfall, the schedule of additional waterings may be altered with the approval of the Engineer.

The Contractor shall have on hand enough equipment to completely water all sodded areas in two days at the watering rates specified above. The Engineer will make periodic checks of the Contractor's watering equipment to determine its adequacy and operating condition.

All watering described shall be done with a spray application. An open end hose will not be acceptable. The method of watering shall meet the approval of the Engineer.

**252.09 Supplemental Watering.** During periods exceeding 80 °F (26 °C) or subnormal rainfall, supplemental watering may be required after the initial and additional waterings. Supplemental watering shall be performed when directed by the Engineer. Water shall be applied at the rate specified by the Engineer within 24 hours of notice.

**252.10 Disposal of Surplus Material.** Surplus and waste materials resulting from sodding operations shall be disposed of according to Article 202.03.

**252.11 Inspection.** The Contractor shall notify the Engineer of the localities from which the sod is to be obtained so that an authorized representative may inspect the fields for approval.

A copy of the inspection certificate required by law to this effect shall accompany each shipment and on arrival shall be filed with the Engineer.

With every shipment of salt tolerant sod, the Contractor shall provide to the Engineer a letter of certification from an authorized representative of the nursery stating that the seed mixture used in the sod conforms to the specifications.

**252.12 Method of Measurement.** Sodding will be measured for payment in place and the area computed in square yards (square meters). To be acceptable for final payment, the sod shall be growing in place for a minimum of 30 days in a live, healthy condition. When directed by the Engineer, any defective or unacceptable sod shall be removed, replaced, and watered.

Sod watering will not be measured for payment.

Supplemental watering will be measured for payment in units of 1000 gal (1000 L) of water applied on the sodded areas. Waterings performed in addition to those required by Article 252.08 or after the 30 day establishment period will be considered as supplemental watering.

Fertilizer and agricultural ground limestone will be measured for payment according to Article 250.09.

**252.13 Basis of Payment.** Sodding will be paid for at the contract unit price per square yard (square meter) for SODDING or SODDING, SALT TOLERANT according to the following schedule.

- (a) Initial Payment. Upon placement of sod, 25 percent of the pay item will be paid.
- (b) Final Payment. Upon acceptance of sod, the remaining 75 percent of the pay item will be paid.

Supplemental watering will be paid for at the contract unit price per unit for SUPPLEMENTAL WATERING.

Fertilizer and agricultural ground limestone will be paid for according to Article 250.10.

shall not contain more than 0.2 percent bur or sweet clover mixture.

- 2/ Shall be free from blends or adulterations with screenings, blasted, shriveled, or immature seeds.
- 3/ Shall be recleaned.
- 4/ Shall not contain more than five percent adulteration with Canada Blue Grass, Merion Blue Grass, or other hybrids or varieties of blue grass.

\* No Primary Noxious Weeds are permitted.

- (7) Native Grass Mixture. The seed quantities indicated per acre (hectare) for Prairie Grass Seed in Classes 3, 3A, 4, 4A, 6, and 6A in Article 250.07 shall be the amounts of pure, live seed per acre (hectare) for each species listed. Seed which has actual pure, live seed yield according to tests less than the intended yield, will have the specified quantity adjusted to meet the intended pure, live seed yields.

Thirty days prior to the time of seeding, the Contractor shall provide for the approval of the Engineer, a written description for the Prairie Forbs seed mix showing the percentage by weight (mass) of each of the kinds of seed. This description shall also include the following.

- a. Name and location of the seed supplier.
- b. Origin and date of harvest of each of the various kinds of seed.
- c. A statement of the purity and germination of the seeds.
- d. The estimated number of seeds/lb (kg) of each of the kinds of seed to be furnished.

**1081.05 Topsoil and Compost.** Topsoil and compost shall be according to the following.

- (a) Topsoil. Topsoil shall be loamy soil from the A horizon of soil profiles of local soils. Loamy soil and the A horizon soil profile are defined in the Geotechnical Manual. The loamy soil shall have an organic content between one and ten percent according to AASHTO T 194. It shall be relatively free from large roots, sticks, weeds, brush, or stones larger than 1 in. (25 mm) in diameter, or other litter and waste products. At least 90 percent shall pass the No. 10 (2.00 mm) sieve according to Illinois Modified AASHTO T 27, and the pH shall be between 5.0 and 8.0 according to ASTM D 4972.

Topsoil shall be capable of supporting and germinating vegetation.

- (b) Compost. Compost shall be thoroughly decomposed organic waste produced at an IEPA registered composting facility. The compost shall have

no glass or metal shards present. Any plastic or other man made material shall be no larger than 1/4 in. (6 mm) and sieved out to be less than one percent of the total dry weight. A copy of the compost test results complying with IEPA standards for General Use Compost and certification of IEPA registration shall be provided to the Engineer with each shipment of compost.

Compost shall be capable of supporting and germinating vegetation.

**1081.06 Mulch.** Mulch material for seeding and planting shall be non-toxic to vegetation and to the germination of seed. Mulch shall be approved by the Engineer prior to placement.

(a) Mulch for Seeding. Mulch material for seeding shall be as follows.

(1) Straw. Straw shall be stalks of wheat, rye, oats, or other approved straw, and shall be air dried.

(2) Hydraulic Mulch. The mulch component shall be comprised of a minimum of 70 percent biodegradable material such as wood cellulose, paper fibers, straw or cotton and shall contain no growth or germination inhibiting factors. The remainder of the components shall consist of the manufacturer's choice of tackifiers and/or strengthening fibers needed to meet the performance specifications. Tackifiers shall be non-toxic and LC 50 test results shall be provided along with the manufacturer's certification. Hydraulic mulch shall disperse evenly and rapidly and remain in slurry when agitated with water. When uniformly applied, the slurry shall form an absorbent cover allowing percolation of water to the underlying surface. Hydraulic mulch shall be packaged in UV and moisture resistant factory labeled packages or bags with the net quantity of the packaged material plainly shown on each package. The biodegradable material shall be relatively free of glossy papers and shall not be water soluble. The hydraulic mulches shall be according to the following.

Light-Duty Hydraulic Mulch	
Property <sup>1/</sup>	Value
Functional Longevity <sup>2/</sup>	3 months
Minimum Application Rates	2000 lb/acre (2240 kg/ha)
Typical Maximum Slope Gradient (V:H)	≤ 1:3
Maximum Uninterrupted Slope Length	50 ft (15 m)
Maximum C Factor	0.15
Minimum Vegetation Establishment <sup>5/</sup>	200 %

Heavy-Duty Hydraulic Mulch	
Property <sup>1/</sup>	Value
Functional Longevity <sup>2/</sup>	12 months
Minimum Application Rates	3000 lb/acre (3360 kg/ha)
Typical Maximum Slope Gradient (V:H)	≤ 1:2
Maximum Uninterrupted Slope Length	100 ft (30 m)
Maximum C Factor <sup>3/ 4/</sup>	0.02
Minimum Vegetation Establishment <sup>5/</sup>	400 %

- 1/ This table sets minimum requirements only. Refer to manufacturer recommendations for application rates, instructions, gradients, maximum continuous slope lengths and other site specific recommendations.
- 2/ Manufacturer's estimated time period, based upon field observations, that a material can be anticipated to provide erosion control as influenced by its composition and site-specific conditions.
- 3/ "C" Factor calculated as ratio of soil loss from HECP protected slope (tested at specified or greater gradient, h:v) to ratio of soil loss from unprotected (control) plot based on large-scale testing.
- 4/ Large-scale test methods shall be according to ASTM D 6459.
- 5/ Minimum vegetation establishment shall be calculated according to ASTM D 7322.

The manufacturer shall furnish a certification with each shipment of hydraulic mulch stating the number of packages or bags furnished and that the material complies with these requirements

- (3) Chemical Mulch Binder. Chemical mulch binder shall be a commercially available product specifically recommended by the manufacturer for use as a mulch stabilizer.

The mulch binder shall be nonstaining and nontoxic to vegetation and the environment. It shall disperse evenly and rapidly and remain in suspension when agitated in water. The mulch binder and water suspension or slurry shall be green in color to allow visual metering of its application.

Prior to use of the mulch binder, the Contractor shall submit a notarized certification by the manufacturer stating that it meets these requirements. Chemical mulch binder shall be packaged, stored, and shipped according to the manufacturer's recommendations with the net quantity plainly shown on each package or container.

- (4) **Chemical Compost Binder.** Chemical compost binder shall be a commercially available product specifically recommended by the manufacturer for use as a compost stabilizer.

The compost binder shall be nonstaining and nontoxic to vegetation and the environment. It shall disperse evenly and rapidly and remain in suspension when agitated in water.

Prior to use of the compost binder, the Contractor shall submit a notarized certification by the manufacturer stating that it meets these requirements. Chemical compost binder shall be packaged, stored, and shipped according to the manufacturer's recommendations with the net quantity plainly shown on each package or container.

- (b) **Planting.** The mulch material for planting shall consist of shredded tree bark, wood chips, or other approved organic mulch as specified in the plans.

**1081.07 Agricultural Ground Limestone.** Agricultural ground limestone shall contain particles ground sufficiently fine so that essentially all material pass a No. 4 (4.75 mm) sieve and is graded relatively uniform through the Nos. 8, 30, and 60 (2.36 mm, 600  $\mu$ m, and 250  $\mu$ m) sieves. Approved sources of agricultural ground limestone shall be tested by the Department of Agriculture and rated with a source correction factor.

**1081.08 Fertilizer.** Fertilizer shall be ready-mixed material of an analysis specified on the plans. In cases where a single nutrient is specified, the analysis shall be optional, provided that it carries sufficient filler to ensure adequate distribution of the nutrient.

- (a) The following information shall be shown on the fertilizer bag or package, or on an attached tag.
  - (1) Name and address of manufacturer
  - (2) Name, brand, or trademark
  - (3) Number of net pounds (kilograms) of ready-mixed material in the package
  - (4) Chemical composition or analysis
  - (5) Guarantee of analysis

If a brand or grade of fertilizer is delivered in the bulk, a written statement having the above listed information shall accompany each load.

- (b) Custom mixed fertilizers shall have a written statement containing the following information with each load.
  - (1) Weight of each commercial fertilizer used in the custom mix.

