DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS Section 00 05 01 – Contract

CONTRACT

THIS AGREEMENT, made and concluded this day of	, 20 <u>14</u> , by and between
Fischer Excavating, Inc.	(a corporation organized
and existing under the laws of the State of Illinois) (a partnership consisting
of) (an individual trading as) ¹
hereinafter called the "CONTRACTOR", and <u>City of Dixon, Illino PUBLIC AGENCY".</u>	ois, hereinafter called the "LOCAL
WITNESSETH: that the CONTRACTOR and the LOCAL PUBLIC AC herein mutually agree as follows:	GENCY for the considerations stated
ARTICLE 1. STATEMENT OF WORK. The CONTRACTOR shall personnel, labor, materials, machinery, tools, equipment and services, services, and perform and complete all work required for the construct embraced in the Project; namely	including utility and transportation
Sanitary sewer, sanitary manholes and surface res	storation work 2
and required supplemental work for the Base Bid: River Street Trus	nk Sewer Replacement - Crawford
Avenue to Ravine Avenue and Alternate Bid #1: Raynor Lift Statio	n Replacement Project, all in strict
accordance with the Contract Documents including all addenda thereto	o, numbered <u>1</u> dated <u>June 20, 2014</u> ,
2 dated June 24, 2014, 3 dated June 25, 2014, and 4 dated June 27, 2	014, prepared by Willett, Hofmann
& Associates, Inc., acting and in these Contract Documents referred to	as the "ENGINEER".
ARTICLE 2. CONTRACT PRICE. The LOCAL PUBLIC AGENCY we performance of the Contract in current funds, for the total quantities of stipulated in the Bid for the several respective items of work condeductions.	of work performed at the unit prices
In the event the statutory provisions require the Contract Price to be a Approved form, the following text shall be substituted for Article 2":	fixed sum, in the absence of a Local
ARTICLE 3. CONTRACT PRICE. The LOCAL PUBLIC AGENCY sh performance of the Contract, in current funds, subject to additions and Eight Hundred Ninety-Seven Thousand Eight Hundred Thirty-Seven Do	deductions, the sum of

¹ Strike out the two terms not applicable.

² Supply principal items of Contract, such as Grading, Paving, Watermains, Sewers, etc.

ARTICLE 4. CONTRACT. The executed contract documents shall consist of the following:

a. This Agreement

f. Performance Bond

b. Addenda

g. Payment Bond

c. Invitation for Bids

h. General Conditions

d. Instructions to Bidders

i. Specifications/Special Provisions

e. Signed Copy of Bid

j. Drawings

This Agreement, together with other documents enumerated in the ARTICLE 3, which said other documents are as fully a part of the Contract as if hereto attached or herein repeated, forms the Contract between the parties hereto. In the event that any provision in any component part of the Contract conflicts with any provision of any other component part, the provision of the component part first enumerated in this ARTICLE 3 shall govern, except as otherwise specifically stated.

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed in $\underline{4}$ original copies on the day and year first above written.

	CONTRACTOR:	
•		Fischer Excavating, Inc.
		1567 Heine Rd. Freeport, IL 61032
	ВҮ:	
(SEAL)	TITLE:	
(,	. ВҮ:	. 4
	TITLE:	
A GINICIDAL CEAL	OWNER:	City of Dixon, Illinois
(MUNICIPAL SEAL)	ВҮ:	
	TITLE:	
ATTEST:		
BY:		
TITLE:		

The number of copies to be executed by the parties must be stated in the Agreement in the space provided. Such additional signed copies shall be prepared as may be required by the surety companies and others. All copies, including conformed copies, shall be compared and checked before distribution.

⁴ Supply description of Contractor: Owner, Partnership or Corporation.

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS Section 00 05 01 – Contract

CERTIFICATION

I,	certify that I am the _	of
the Corporation named as CONTI	RACTOR herein; that	who signed this
Agreement on behalf of the CONT	TRACTOR, was then	of said Corporation;
that said Agreement was duly sig	ned for and in behalf of said Corpor	ration by authority of its governing
body, and is within the scope of its	s corporate powers.	
	Fis	scher Excavating, Inc.
	BY:	
	TITLE:	
(CODDOD LEED OF LT.)		

(CORPORATE SEAL)

HOLD HARMLESS AGREEMENT

The CONTRACTOR shall indemnify and hold harmless the OWNER and it's Agents and its Employees from and against all claims of personal injury or property damage, including claims against the OWNER, it's Agents or servants, arising out of the Illinois Structural Work Act, and all losses and expenses, including attorneys fees that may be incurred by the OWNER defending such work and caused in whole or in part by any negligent act or omission of the CONTRACTOR, and Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts caused in part by a party indemnified hereunder. In any and all claims against the OWNER or any of its agents or servants by an employee of a CONTRACTOR, any Sub-Contractor, anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, the indemnification obligation under this paragraph shall not be limited in anyway by any limitation on the amount or type of damages, compensation or benefits payable by or for the CONTRACTOR or Sub-Contractor under Workers' Compensation Acts, Disability Acts, or their Employee Benefit Acts.

	Fischer Excavating, Inc.	
	BY:	
	Title:	
Attest:	Date:	
ВҮ:		
Title:		

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that	
Fischer Excavating, Inc.	
(Name of Contractor)	
1567 Heine Rd. Freeport, IL 61	032
(Address of Contractor)	
·	, hereinafter called Principal, and
a Corporation (Corporation, Partnership, or Individual)	_ , heremanter caned Finicipal, and
(Corporation, Landiestap, or Individual)	
(Name of Surety)	
(Address of Surety)	
hereinafter called Surety, are held and firmly bound unto	
City of Dixon, Illinois	
(Name of Owner)	
121 W. 2 nd Street Dixon, Illinois 6	51021
(Address of Owner)	
hereinafter called OWNER, in the penal sum of Eight Hundred N	linety-Seven Thousand Eight Hundred
Thirty-Seven Dollars and Fifty Cents (\$ 897,837.50)	
in lawful money of the United States, for the payment of which su ourselves, successors, and assigns, jointly and severally, firmly by the	
THE CONDITION OF THIS OBLIGATION is such that whereas contract with the OWNER, dated the day of hereto and made a part hereof for the construction of:	
Base Bid: River Street Trunk Sewer Replacement – Crawfo	rd Avenue to Ravine Avenue
and Alternate Bid #1: Raynor Lift Station	Replacement

NOW, THEREFORE, if the Principal shall promptly make payments to all persons, firms, SUBCONTRACTORS, and corporations furnishing materials for or performing labor in the prosecution of the WORK provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such WORK, and all insurance premiums on said WORK, and for all labor, performed on such WORK whether by SUBCONTRACTOR or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS Section 00 05 10 – Payment Bond

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is deemed an original, this the day of		unterparts, each one of which shall be
ATTEST:		
		Fischer Excavating, Inc.
		Principal
(Principal) Secretary	•	
(SEAL)	Ву	
		1567 Heine Rd.
		(Address)
		Freeport, IL 61032
Witness as to Principal	•	
(Address)		
ATTEST:	———— Ву	Surety
	-	Attorney-in-Fact
Witness as to Surety		(Address)
(Address)		

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

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

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS: that	
Fischer Excavating, Inc.	
(Name of Contractor)	
1567 Heine Rd. Freeport, IL 610	032
(Address of Contractor)	
a Corporation	, hereinafter called Principal, and
(Corporation, Partnership, or Individual)	• •
(Name of Surety)	
(Address of Surety)	
hereinafter called Surety, are held and firmly bound unto	
City of Dixon, Illinois	
(Name of Owner)	
,	001
121 W. 2 nd Street, Dixon, Illinois 61 (Address of Owner)	.021
,	in the Cassar Thomas d Fight Homas
hereinafter called OWNER, in the penal sum of <u>Eight Hundred N</u>	inety-Seven Thousand Eight Hundred
Thirty-Seven Dollars and Fifty Cents (\$ 897,837.50)	
in lawful money of the United States, for the payment of which sun	a wall and truly to he made we hind
ourselves, successors, and assigns, jointly and severally, firmly by the	
	-
THE CONDITION OF THIS OBLIGATION is such that whereas,	
contract with the OWNER, dated the day of hereto and made a part hereof for the construction of:	, 20 <u>14</u> , a copy of which is attached
nercto and made a part hereof for the constitution of	
Base Bid: River Street Trunk Sewer Replacement - Crawfor	d Avenue to Ravine Avenue
and Alternate Bid #1: Raynor Lift Station R	eplacement

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the OWNER, with or without notice to the Surety and during the one year guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the OWNER from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the OWNER all outlay and expense which the OWNER may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

DIVISION 00 – PROCUREMENT AND CONTRACTING REQUIREMENTS Section 00 05 20 – Performance Bond

PROVIDED, FURTHER, that the said Surety for value received hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the contract or to the WORK to be performed thereunder or the SPECIFICATIONS accompanying the same shall in any wise affect its obligation on this BOND, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract or to the WORK or to the SPECIFICATIONS.

PROVIDED, FURTHER, that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

IN WITNESS WHEREOF, this instrument is deemed an original, this the day of		unterparts, each one of which shall be
ATTEST:		
		Fischer Excavating, Inc.
·		Principal
(Principal) Secretary	•	
(SEAL)	Ву	
		1567 Heine Rd.
		(Address)
		Freeport, IL 61032
Witness as to Principal		
(Address)		
ATTEST:	Ву	Surety
	-, <u></u>	Attorney-in-Fact
Witness as to Surety		(Address)
(Address)	 -	

NOTE: Date of BOND must not be prior to date of Contract. If CONTRACTOR is Partnership, all partners should execute BOND.

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

NOTICE OF AWARD

To:	Fischer Excavatin	g, Inc.		
	1567 Heine Rd.			
	Freeport, IL 61032			
Proje	ct Description:	Base Bid: River S	treet Trunk Sewer Replacement – Crawford Avenue to	
	-	Ravine Avenue a	and Alternate Bid #1: Raynor Lift Station Replacement	
		lered the Proposal (B for Bids dated <u>June 19</u>	id) submitted by you for the above described WORK in 0, 2014.	
	are hereby notified 837,50 or at the Pro	•	(Bid) has been accepted for items in the amount of	
CON'	TRACTOR'S PERFO		to execute the CONTRACT and furnish the required MENT Bonds and certificates of insurance within fifteen to you.	
If you fail to execute said CONTRACT and to furnish said Bonds within fifteen (15) calendar days from this notice, said OWNER will be entitled to consider all your rights arising out of the OWNER'S acceptance of your Proposal (Bid) as abandoned and as a forfeiture of your Bid Bond. The OWNER will be entitled to such other rights as may be granted by law.				
You a	re required to retur	n an acknowledged co	py of this Notice of Award to the OWNER.	
Dated	this day of	, 20 <u>14</u> .		
			City of Dixon, Illinois	
	•		OWNER	
			Ву	
			Title	
	ACCEPTANCE OF NOTICE			
Receip	ot of the above Notic	ce of Award is hereby	•	
			r Excavating, Inc.	
this th	e day of	, 20	14	
Ву _				
Title				

NOTICE TO PROCEED

То:	Fischer Exca	vating, Inc.	Date:	
	1567 Heine F	Rd.	Project:	Base Bid: River Street Trunk Sewer Replacement
	Freeport, IL	61032		- Crawford Avenue to Ravine Avenue and
			•	Alternate Bid #1: Raynor Lift Station
				Replacement
		, 2014, on or bef ative calendar o	ore	(in accordance with the Agreement dated, 2014, and you are to complete the WORK he date of completion of all WORK is therefore
		·	_	City of Dixon, Illinois
				OWNER
				Ву
				Title
				·
			ACCEPTANCE	OF NOTICE
Recei	pt of the above	Notice to Proce	eed is hereby ackno	wledged by
			Fischer Excav	ating, Inc.
this tl	he	day of	, 20 14	<u>.</u>
Ву _				_
Title				_



Local Public Agency Formal Contract

PROPOSAL SUBMITTED BY			
DREAMSCAPES BY DENNIS, INC.			
Contractor's Name			
1114 STERLING ROA	D		
Street		P.O. Box	
DIXON	IL	61021	
City	State	Zip Code	

	STATE OF ILLINOIS	
COUNTY	LEE	
_	CITY OF DIXON	
	(Name of City, Village, Town or Road District)	
	FOR THE IMPROVEMENT OF	

STREET NAME OR ROUTE PEORIA AVE, 1ST ST, OTTAWA AVE

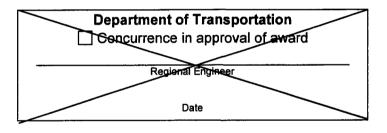
SECTION NO. STREETSCAPE LANDSCAPE PLANTING
TYPES OF FUNDS LOCAL NON-MFT

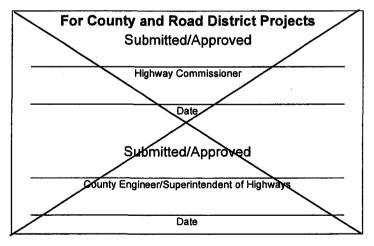
SPECIFICATIONS (required)

□ PLANS (required)

□ CONTRACT BOND (when required)

For Municipal Projects
Submitted/Approved/Passed
Mayor
Date





		County	Lee	
	PPOPOPAL	Local Public Agency	City of Dixon	
	PROPOSAL	Section Number		
		Route	Dixon Streetscape East & V	Vest
1.	Proposal of			
	for the improvement of the above section by the construction of	Furnish and install plants	, trees, and mulch	
	in accordance with the landscape plan.			
	a total distance of feet, of which a distance of	feet, (miles) are to be impro	ved.
2.	The plans for the proposed work are those prepared by Wendle	er Engineering Services, Ir	nc. / Willett Hofmann & Ass	30C./
		_andscape & Design		
3.	The specifications referred to herein are those prepared by the D "Standard Specifications for Road and Bridge Construction" and Provisions" thereto, adopted and in effect on the date of invitation	epartment of Transportation the "Supplemental Specific In for bids.	on and designated as cations and Recurring Spe	cial
4.	The undersigned agrees to accept, as part of the contract, the ap Sheet for Recurring Special Provisions" contained in this propose	plicable Special Provision al.	s indicated on the "Check	
5.	The undersigned agrees to complete the work within unless additional time is granted in accordance with the specifical	working days or by	April 30, 2015.	
6.	A proposal guaranty in the proper amount, as specified in BLRS and Conditions for Contract Proposals, will be required. Bid Bonds we proposal is either a bid bond if allowed, on Department form BLR specifications, made payable to:	ill be allowed as a proposa	al guaranty. Accompanying	
	City of Dixon			
	The amount of the check is			<u> </u>
7.	In the event that one proposal guaranty check is intended to cove the sum of the proposal guaranties, which would be required for is placed in another proposal, it will be found in the proposal for:	each individual proposal.	he amount must be equal If the proposal guaranty ch	to ieck
8.	The successful bidder at the time of execution of the contract will amount of the award. When a contract bond is not required, the			If this

- 8.
- proposal is accepted and the undersigned fails to execute a contract and contract bond as required, it is hereby agreed that the Bid Bond or check shall be forfeited to the Awarding Authority. 9. Each pay item should have a unit price and a total price. If no total price is shown or if there is a discrepancy between the product of the unit price multiplied by the quantity, the unit price shall govern. If a unit price is omitted, the total price will
- be divided by the quantity in order to establish a unit price. 10. A bid will be declared unacceptable if neither a unit price nor a total price is shown.
- 11. The undersigned submits herewith the schedule of prices on BLR 12200a covering the work to be performed under this contract.
- 12. The undersigned further agrees that if awarded the contract for the sections contained in the combinations on BLR 12200a, the work shall be in accordance with the requirements of each individual proposal for the multiple bid specified in the Schedule for Multiple Bids below.

					County	<u>LEE</u>
				Lo	cal Public Agency	CITY OF DIXON
					Section Number	Landscape Plantings
					Route	Various
1.	THIS AGREEMENT, mad	e and concluded the		day of		ugust, 2014 ,
	between the	CITY		of		onth and Year
	acting by and through its					as the party of the first part, and
				his/their	executors, administr	ators, successors or assigns,
	known as the party of the	second part.				
2.	be made and performed presents, the party of the all the work, furnish all	by the party of the first e second part agrees we materials and all lal	it part, a rith said oor nece	nd according to party of the first essary to com	o the terms express st part at his/their ow nplete the work in	the Proposal hereto attached, to ed in the Bond referring to these in proper cost and expense to do accordance with the plans and reement and the requirements of
3.	hereto attached, and the STREETSCAF LANDSCAPE	Plans for			t Proposal, Special	Provisions, and Contract Bond
	FLANTINGS			DIXON,		, , , , , , , , , , , , , , , , , , ,
						essential documents of this ct and are a part hereof.
1	IN WITNESS WHEREOF,	The said narties have	execute	d these preser	nts on the date abov	e mentioned
	test:	panasa nasa		•	of	
```	est.				<del></del>	
		Clerk	Ву	<u> </u>	Party of the Fir	et Part
Se	eal)				raity of the fil	st i dit
					(If a Corp	oration)
			Corp	orate Name	Dreamscar	es Bu Dennis, Inc.
			D.,	da	mis Don	0
			Ву	Presiden	t	Party of the Second Part
					<i>"</i>	
					(If a Co-Pa	rtnership)
۱tt	est:					
	The way	ll				
	Secretary					
		U				·
•	OFFICIAL SEAL LORI ANN KELLY			Partr	ners doing Business	under the firm name of
(	Notary Public - State of		,	<u> </u>	Party of the S	econd Part
	My Commission Expires Ma	y 5, 2017			-	
•				(If an individu		
					Party of the S	econd Part

#### **CONTRACTOR CERTIFICATIONS**

County	Lee
Local Public Agency	City of Dixon
Section Number	Landscaping
Route	Dixon Streetscapes East & West

The certifications hereinafter made by the bidder are each a material representation of fact upon which reliance is placed should the Department enter into the contract with the bidder.

- 1. Debt Deliquency. The bidder or contractor or subcontractor, respectively, certifies that it is not delinquent in the payment of any tax administered by the Department of Revenue unless the individual or other entity is contesting, in accordance with the procedures established by the appropriate revenue Act, its liability for the tax or the amount of tax. Making a false statement voids the contract and allows the Department to recover all amounts paid to the individual or entity under the contract in a civil action.
- 2. **Bid-Rigging or Bid Rotating.** The bidder or contractor or subcontractor, respectively, certifies that it is not barred from contracting with the Department by reason of a violation of either 720 ILCS 5/33E-3 or 720 ILCS 5/33E-4.

A violation of Section 33E-3 would be represented by a conviction of the crime of bid-rigging which, in addition to Class 3 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

A violation of Section 33E-4 would be represented by a conviction of the crime of bid-rotating which, in addition to Class 2 felony sentencing, provides that any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from contracting with any unit of State or local government. No corporation shall be barred from contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation.

- 3. Bribery. The bidder or contractor or subcontractor, respectively, certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or any unit of local government, nor has the firm made an admission of guilt of such conduct which is a matter of record, nor has an official, agent, or employee of the firm committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the firm.
- 4. Interim Suspension or Suspension. The bidder or contractor or subcontractor, respectively, certifies that it is not currently under a suspension as defined in Subpart I of Title 44 Subtitle A Chapter III Part 6 of the Illinois Administrative Code. Furthermore, if suspended prior to completion of this work, the contract or contracts executed for the completion of this work may be cancelled.

SIGNATURES	County Local Public Agency Section Number	City of Dixon
(If an individual)		Dixon Streetscapes East & West
Signature of Bidder _		
Business Address		
(If a partnership)		
Business Address _		
Inset Names and Addressed of All Partners		
(If a corporation)		
Corporate Name _		. ^
Signed By _	dennis O	Jonna esident
Business Address _	1114 Sterling Dixon, IL 4	Road
President _	Dennis Don	<u></u>
Insert Names of Officers Secretary _	hori Kelly	
Treasurer _	Dennis Don Lori Kerry	
Attest: Secretary	OFFICIAL SEAL LORI ANN KELLY Notary Public - State of My Commission Expires M	/ Minois



#### SCHEDULE OF PRICES

Dreamscapes By Dennis, Inc. 1114 Sterling Road

Dixon, IL 61021 (815) 857-3281

County Lee

Local Public Agency City of Dixon

Section Landscaping

Route Dixon Streetscapes East & West

Schedule for Multiple Bids

Combination Letter	Sections included in Combinations	Total

#### Schedule for Single Bid

(For complete information covering these items, see plans and specifications)

## Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
	TREES				
	Red Jewel Flowering Crab	Each	17	\$395.00	\$6.715.00
	Ivory Silk Japanese Tree Lilac	Each	3	\$ 358.00	81,074,00
	Skyline Locust	Each	7	\$ 343.00	#2.401.00
	Pyramidal Hombeam	Each	1	\$383.00	\$ 383.00
	Dwf. Korean Lilac Tree Form	Each	3	\$ 385.00	\$ 855.00
	EVERGREENS				4 00.70
	Densiformis Yew	Each	8	\$92,25	\$738.00
	Blue Rug Juniper	Each	14	\$42.00	\$588.00
	Sea Green Juniper	Each	15	842,00	81,30.00
	SHRUBS				<u> </u>
	Wintergreen Boxwood	Each	143	\$56.72	\$8.110.96
	GroLo Sumac	Each	9	846.08	8414.45
	Magic Carpet Spirea	Each	52	846.25	\$3,445.00
	Tiger Eyes Sumac	Each	23	838,25	\$874.75
	Crimson Pigmy Barberry	Each	38	\$ 38.25	\$1,453,50
	Gold Flame Spirea	Each	47	\$ 40.50	\$1,903.50
	Tor Spirea	Each	38	440,50	\$1,539.00
	Annabelle Hydrangea	Each	48	\$51.75	32,484.00
	Vanilla Strawberry Hydrangea	Each	17	\$ 54.00	8918.00
	Mayflower Viburnum .	Each	6	844.30	\$ 265.20
	Cranberry Cotoneaster	Each	9	\$45,20	08.2048
	Texas Scarlet Flowering Quince	Each	29	845.00	\$1,305,00
	Redleaf Barberry	Each	4	\$45.00	\$180.00
Įį	PERENNIALS				# (80.00

## Bidder's Proposal for making Entire Improvements

Item No.	Items	Unit	Quantity	Unit Price	Total
	Yucca	Each	22	\$45.00	\$990.00
	Stella de Oro Daylily	Each	86	\$16.50	\$1,419,00
	Blue Lime Grass	Each	55	\$16.50 \$21.20	\$1,164,00
	Hardwood Bark Mulch	Cu Yd	88.2	\$53.06	84,679.90
	Royal Occasion Daylily	Each	103	\$53-06 \$21.20	\$1,419.00 \$1,166.00 \$4,679.90 \$2,183.60
	Supplemental Watering	Unit	4	\$1,500.00	15 6,000-00
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Printed 7/31/2014

Dreamscapes By Dennis, Inc. 1114 Sterling Road
Dixon, IL 61021
(815) 857-3281

BLR 12200a (01/08/14)



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

8/8/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED.

<u> </u>	the terms and conditions of the policertificate holder in lieu of such endo	rsemei	nt(s)	).			atement on t	his certificate does not	confe	r rights to the
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#### INDEX FOR

## SUPPLEMENTAL SPECIFICATIONS AND RECURRING SPECIAL PROVISIONS

#### Adopted January 1, 2014

This index contains a listing of SUPPLEMENTAL SPECIFICATIONS, frequently used RECURRING SPECIAL PROVISIONS, and LOCAL ROADS AND STREETS RECURRING SPECIAL PROVISIONS.

ERRATA Standard Specifications for Road and Bridge Construction (Adopted 1-1-12) (Revised 1-1-14)

## SUPPLEMENTAL SPECIFICATIONS

#### http://www.dot.state.il.us/desenv/2014Supp.pdf

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## **Special Provisions**

The following Special Provisions supplement the "Standard Specifications for Road and Bridge Construction", Adopted

January 1, 2012

, the latest edition of the "Manual on Uniform Traffic Control Devices for Streets
and Highways", and the "Manual of Test Procedures of Materials" in effect on the date of invitation of bids, and the
Supplemental Specifications and Recurring Special Provisions indicated on the Check Sheet included here in which apply to
and govern the construction of
Dixon Streetscapes – Landscape Plantings
, and in case of conflict with any part, or
parts, of said Specifications, the said Special Provisions shall take precedence and shall govern.

## **DESCRIPTION OF WORK**

The 2014 Downtown Streetscape Project includes reconstruction of Peoria Avenue, Ottawa Avenue and West First Street including removal and replacement of sidewalks, curb and gutter, new street and parking lot lighting, new traffic signals, new trees, water main replacement and appurtenances. Work on the Streetscape Project began in May of 2104 and is expected to be substantially completed by the end of 2014.

The work required under this contract includes all labor, materials, equipment and services necessary to furnish and install the plants, trees, bushes, and mulch as noted on the included landscape plan within planter areas constructed in the aforementioned Downtown Streetscape Project.

## PROSECUTION OF THE WORK

The contractor shall give the City of Dixon written notice two (2) weeks prior to the start of construction. All work under this contract shall be completed by April 30th, 2015 unless additional time is granted by the Standard Specifications.

Work under this contract shall be performed in an incremental manner as planter areas are completed with the general Streetscape Project by others. The contractor shall be notified by the City as planter areas are completed. Once a planter is completed, the contractor shall perform work required by this contract within 3 calendar weeks on the completed area. If a completion of a planter falls outside the allowable planting dates set forth in accordance with the Sections 253 and 254 of the Standard Specifications, work may be postponed until next year.

Installation of topsoil and weed barrier cover in the planters will be completed by others.

Once work within a planter area is started, the contractor is required to maintain work effort in the planter during all available working days unless additional time is granted by the Standard Specifications. Failure to comply with this requirement will result in assessment of liquidated damages in accordance with the Standard Specifications for each full working day without effort. Work effort shall be defined as three hours of work completed on a controlling item

### SUBSTITUTION OF PLANT TYPES

The City of Dixon and the Landscape Architect shall have sole discretion on substitution of plantings. Substitution will not be allowed in the bidding phase.

#### PREDETERMINED MINIMUM WAGE

The Contractor will be required to pay all laborers, workmen and mechanics performing work under this contract, a rate of pay which is not less than the prevailing wage rate as found by the City of Dixon or as determined by the Court on review.

#### PREQUALIFICATION

Contractors are not required to be IDOT prequalified. Any firm interested in bidding on this project must be prepared to demonstrate qualifications and availability to perform the work specified.

The City of Dixon Ordinance No. 2674 entitled "Responsible Bidder Ordinance" requires entities bidding on public contracts to produce, among other things, evidence of proper registration with the Illinois Department of Revenue and Internal Revenue Service as well as evidence of participation in a medical hospitalization program and retirement or pension program for its employees.

A CONTRACT may be awarded to the lowest responsible bidder whose bid is found to be in the best interest of the City of Dixon. The City of Dixon reserves the right to reject any and all bids and to waive any informalities or irregularities in the bidding. The City further reserves the right to review and study any and all bids and to make a contract award within forty-five (45) days after the bids have been opened.

## PRECAUTIONS FOR UTILITIES

The Contractor shall take whatever precautions which may be necessary to protect the property of the various public utilities which may be located underground or above ground, at or adjacent to the site of this improvement. Needed adjustments of these facilities will be made by the respective utility companies if so required. These facilities shall be saved harmless and care shall be exercised so as not to disrupt or destroy the services provided by these utilities. The Contractor will be required to repair or replace any public utility property that has been damaged through his/her efforts. The procedure and specifications of repair will be in accordance with the regulations and/or policy of the utility.

THE CONTRACTOR SHALL CONTACT AND COORDINATE HIS ACTIVITIES WITH THE UTILITIES BY CONTACTING: JULIE - 800/892-0123.

## UTILITIES

NAME & ADDRESS OF UTILITY	TYPE	TELEPHONE
Mr. Brad Stockham Century Link Communications 2296 N. Henderson Street Galesburg, IL 61401	Telephone	309-267-3287
Mr. David Gross Commonwealth Edison Company 123 Energy Avenue Rockford, IL 61109	Electric Transmission and Distribution	(815) 490-2737
Ms. Constance Lane NICOR Gas Co. 1844 Ferry Road Naperville, IL 60563-9600	Gas	(630) 983-8676
Mr. Mike Owens Comcast Communications 4450 Kishwaukee Street Rockford, IL 61109	CATV	(815) 395-8977

Mr. Paul Larose Norlight Telecommunications 13935 Bishops Drive Brookfield, WI 53005	Telephone	(812) 759-7893
Lance Sandy NIU iFiber Network Architect 3100 Sycamore Rd DeKalb, IL 60115	Fiber Communications	(815) 753-6075
Mr. Rusty Cox Dixon Water Department P.O. Box 386 Dixon, IL 61021	Water	(815) 288-3381
Mr. Dan Mahan City of Dixon Wastewater Collection & Treatment Facility 2600 W. 3 rd Street Dixon, IL 61021	Sanitation	(815) 288-3383

## TRAFFIC CONTROL

Traffic Control for operations within the roadways shall be according to the applicable sections of the Standard Specifications for Road and Bridge Construction, the applicable guidelines contained in the National Manual on Uniform Traffic Control Devices for Streets and Highways, Illinois Supplement to the National Manual on Uniform Traffic Control Devices, these special provisions, and any special details and Highway Standards contained herein.

Special attention is called to Articles 107.09 and 107.14 of the Standard Specifications for Road and Bridge Construction and the following Highway Standards relating to traffic control:

#### Standards:

701006

701101

701301

701801

701901

All streets, driveways, and sidewalks open to traffic shall be kept in a condition satisfactory to the engineer to allow access for residents, business patrons, and other traffic. Damage through any action of the contractor to any of these facilities within the project limits shall be repaired at no additional cost to the contract. Short-term closures of sidewalks and parking lanes adjacent to planters are expected. The contractor shall notify the City of Dixon prior to any full traffic lane closures 72 hours in advance.

The cost of all traffic control required by these Special Provisions and the Standards included in the plans shall not be paid separately but considered incidental to the contract.

## SUPPLEMENTAL WATERING

Description: This item of work shall consist of watering all plants and trees installed with this contract during periods exceeding 80 degrees F or subnormal rainfall after the establishment period. Supplemental watering shall be performed by the contractor as deemed necessary for sustaining plantings when directed by the engineer. This shall include all labor, equipment and incidentals required perform the work. Water will be provided by the City.

Method of Measurement and Basis of Payment shall be according to Section 252 of the STANDARD SPECIFICATIONS.

## <u>PROTECTION OF EXISTING AREAS</u>

All work on this project will require protection of existing areas as required. The contractor shall be solely responsible for protection and cleanup of all sidewalks, pavements, walls, rails, and structures.

No heavy construction equipment shall be permitted on sidewalk areas. All other equipment use shall require protection of decorative sidewalks and paver areas from traffic.

Any damage to the existing site shall be repaired at the contractor's expense.

This work, including all labor and materials shall not be measured for payment but considered incidental to the contract.

#### PLANTING WOODY PLANTS

#### <u>Description</u>

This item of work shall consist of all labor, materials, equipment and incidentals required for planting all plants, trees and shrubs as indicated on the plans.

All container grown plants will have no ending dates providing supplement watering is available.

#### Construction Requirements

Installation of all plants and trees and shrubs as described in accordance with the applicable provisions of Section 253 of the STANDARD SPECIFICATIONS. Trees shall not be planted deeper than they were grown in the nursery. Balled material shall have roots checked to ensure they are freed if girdling themselves.

Container plants with balls 24" or less the planting hole sides should exceed the soil ball sides by 6". As the ball size increases, the hole size should increase 4" for every 6" inches of ball diameter.

#### Basis Measurement and Payment

This work shall be paid for at the CONTRACT UNIT PRICE as per each for plantings and trees, which price shall include all items necessary to accomplish this work. Removal and disposal of existing weed barrier and staples in conflict with new plantings shall be considered incidental to the contract.

#### PLANTING PERENNIAL PLANTS

#### Description

This item of work shall consist of all labor, materials, equipment and incidentals required for planting all Perennials and Ornamental Grasses as indicated on the plans.

All container grown plants will have no ending dates providing supplement watering is available.

Removal and disposal of existing weed barrier and staples in conflict with proposed installations shall be considered incidental to the contract.

#### Construction Requirements

Installation of all Perennials and Ornamental Grasses as described in accordance with the applicable provisions of Section 254 of the STANDARD SPECIFICATIONS with the exception holes for balls 24" or less the planting hole sides should exceed the soil ball sides by 6". As the ball size increases, the hole size should increase 4" for every 6" inches of ball diameter.

### Basis Measurement and Payment

This work shall be paid for at the CONTRACT UNIT PRICE as per each for Perennials and Ornamental Grasses, which price shall include all items necessary to accomplish this work. Removal and disposal of existing weed barrier and staples in conflict with new plantings shall be considered incidental to the contract.

## SHREDDED HARDWOOD BARK MULCH

#### **Description**

This item of work shall consist of all labor, materials, equipment and incidentals required for placing hardwood bark mulch in all planting beds and as indicated on the plans.

#### **Construction Requirements**

Placing of shredded hardwood bark mulch with out weed barrier or staples as described in accordance with the applicable provisions of Section 253.11 of the STANDARD SPECIFICATIONS. Mulch shall be placed in 4" thickness except against stems and trunks it shall not exceed 1" thickness.

Bark Mulch will be premium shredded wood mulch in accordance with the applicable provisions of Section 253 of the STANDARD SPECIFICATIONS.

#### Method of Measurement and Basis of Payment

This work shall be paid for at the CONTRACT UNIT PRICE as a cubic yard for SHREDDED HARDWOOD BARK MULCH, which price shall include all items necessary to accomplish this work.

## **PROTECTION OF EXISTING AREAS**

All work on this project will require protection of existing areas as required. The contractor shall be solely responsible for protection and cleanup of all sidewalks, pavements, walls, rails, and structures.

No heavy construction equipment shall be permitted on sidewalk areas. All other equipment use shall require protection of decorative sidewalks and paver areas from traffic.

Any damage to the existing site shall be repaired at the contractor's expense.

This work, including all labor and materials shall not be measured for payment but considered incidental to the contract.

#### SECTION 253. PLANTING WOODY PLANTS

**253.01 Description.** This work shall consist of furnishing, transporting, and planting woody plants such as trees, shrubs, vines, and seedlings. The work shall also include all mulching, bracing, wrapping, watering, weeding, replacement of plants when required, and all work described.

## 253.02 Materials. Materials shall be according to the following.

	Item	Article/Section
(a)	Trees, Shrubs, Vines, and Seedlings	1081.01
	Topsoil	
(c)	Mulch	1081.06(b)
(d)	Bracing	1081.13
	Weed Barrier Fabric	

#### **CONSTRUCTION REQUIREMENTS**

253.03 Planting Time. Except for container grown items, plants must be dormant when delivered to the storage site or project.

In reference to the following planting dates, that portion of the State which lies north of a line formed by the southern boundaries of Hancock, Schuyler, Mason, Tazewell, McLean, Ford, and Iroquois Counties shall be considered the northern zone, while that portion of the State which lies south of this line shall be considered the southern zone.

Bare root plant material shall be planted only when the air temperatures exceed 35 °F (2 °C).

- (a) Spring Planting. This work shall be performed from the time the soil can be worked until the plant, under field conditions, is not dormant, except the following circumstances.
  - (1) Evergreen planting shall end April 1 in the southern zone and April 30 in the northern zone.
  - (2) Seedlings, broadleaf evergreens, vines and willow (Salix spp.), poplar (Populus spp.), oak (Quercus spp.), alder (Alnus spp.), birch (Betula spp.), hawthorn (Crataegus spp.), red maple (Acer Rubrum), cherry (Prunus spp.), and pear (Pyrus spp.) species shall be planted only during the spring planting season.
  - (3) The planting time may be extended for container grown plants, if the Engineer determines that the weather conditions are favorable.
- (b) Fall Planting. This work shall be performed from the time the plant becomes dormant until the ground cannot be satisfactorily worked, except that evergreen planting shall be performed between August 15 and October 15 in

the northern zone, and between September 1 and November 1 in the southern zone.

All plant material not planted according to the specified seasonal date shall require prior written approval from the Engineer. Failure to secure such approval shall result in the rejection of the plant material and replacement at no additional cost to the Department.

- **253.04 Digging of Plants.** Plants shall not be dug until the Contractor is ready to transport them from their original locations to the site of the work or approved storage. The maximum time lapse between digging and being properly loaded, as defined in Article 1081.01 for delivery to the site of the work or being placed in approved storage, shall be four days for balled or burlapped plants and one day for bare root plants. They shall be dug with care, avoiding injury to the plants or loss or damage of the roots, particular attention being given to fibrous roots. Immediately after digging, roots shall be protected against drying out and freezing. Bare root plants shall be dug only when air temperatures exceed 35 °F (2 °C).
- **253.05 Transportation.** During transportation, the Contractor shall exercise care to prevent injury and drying out of the plants. Upon arrival at the temporary storage location or the site of the work, plants will be inspected for proper shipping procedures as defined in Article 1081.01(d). Should the roots be dried out, large branches be broken, balls of earth be broken or loosened, or areas of bark be torn, the Engineer may reject the injured tree. When a tree has been so rejected, the Contractor shall at once remove it from the area of the work and replace it.
- **253.06** Temporary Storage. No plant shall remain in temporary storage over the summer. Plants delivered to the project that are not to be planted immediately shall be protected in the following manner.
  - (a) Bare Root Plants. Plants may remain on the site of the work only 24 hours prior to being planted or placed in storage. During this 24 hour period, the Contractor shall continue to exercise care to prevent injury and drying out of the plants. The roots of plants to be placed in storage shall first be puddled in a paste solution of topsoil and water. The plants shall then be protected and kept moist by "heeling-in" the roots or by placing the plant in a cool moist storage building. The "heeling-in" procedure shall require the plants to be separated and the roots heeled in a suitable moist soil. If plants are stored in a building, the roots shall be covered with a suitable moist mulch. Winter storage of bare rooted plants will be allowed only in temperature and humidity controlled buildings. The Engineer shall approve the storage methods. The duration of storage, the method of storage and the materials used for mulch and "heeling-in" shall meet the approval of the Engineer.
  - (b) Balled and Burlapped Plants and Container Grown Plants. Plants may remain on the site of the work only 72 hours prior to being planted or placed in storage.

Balled and burlapped plants shall be kept moist and their solidity carefully preserved. To prevent drying out or freezing, they shall be stored either in a cool moist storage building or placed in a compact group with a suitable

mulch material placed around and between the balls so they are completely covered.

Container grown plant material shall be kept moist by watering as directed by the Engineer. To prevent freezing, they shall be stored either in a cool moist storage building or placed in a compact group with a suitable mulch material placed around and between the containers so that they are completely covered.

The duration of storage, method of storage, and mulch material for balled and burlapped plant material and container grown plant material shall meet the approval of the Engineer.

- 253.07 Layout of Planting. The area to be planted shall be finished to line and grade before planting operations are begun. The Contractor shall furnish all marking flags for locating plants, and shall mark the common name of plants. The Engineer will place the marking flags and outline each area for mass or solid planting. Where seedlings are to be planted, the planting areas shall be delineated with selective mowing stakes. Selective mowing stakes shall be according to Article 250.08.
- **253.08** Excavation of Plant Holes. Plant holes shall be dug to the required depth and width, and shall be saucer shaped. On slopes, the depth of excavation will be measured at the center of the hole. The excess material excavated from the holes shall be spread in the immediate area as directed by the Engineer. The excavated material shall not be stockpiled on turf or in ditches. The sides of holes shall not be glazed or smooth.
  - (a) Excavation for Trees. Holes for trees shall be dug at the location indicated by the marking flags. The diameter of the hole shall be equal to three times the diameter of the root ball and depth of the hole shall be equal to the depth of the root ball minus 2 in. (50 mm).
  - (b) Excavation for Shrubs, Vines, and Seedlings. Holes for shrubs, vines, and seedlings shall be dug within the marked outline of the planting bed. The spacing of plants will be designated on the plans. Spacing shall be measured from center-to-center and alternate rows shall be staggered.

Prior to digging shrub and vine holes, existing vegetation on the area shall be mowed or treated with a non-selective, post emergent, non-residual herbicide approved by the Engineer. The area shall then be tilled to a minimum depth of 2 in. (50 mm) until free of debris, gullies, clods, weeds, stones, and roots.

Holes for shrubs shall be dug to a minimum diameter equal to three times the root ball diameter and equal to the root ball depth. Holes for vines shall be dug to a minimum diameter of 8 in. (200 mm) and depth of 8 in. (200 mm).

Immediately prior to planting seedlings, the existing grass and weed growth within the planting area shall be cut to a maximum height of 2 in. (50 mm). On slopes flatter than 1:3 (V:H), the soil adjacent to the plant row parallel to

the contour shall be prepared by cultivating or scalping to remove all grass and weed growth, in a continuous strip not less than 18 in. (450 mm) wide. The seedlings shall be planted in the center of this strip.

Holes for seedlings shall be made large enough to accommodate the root system with a spade, planting bar, or an approved mechanical tree planting machine. Individual holes for container grown plants shall be excavated to the same dimensions for comparable size balled and burlapped plant material.

**253.09 Pruning.** All pruning shall be performed by a professional arborist. Pruning shall be done in the presence of the Engineer and in such a manner as to preserve the natural growth habit of each plant. All pruning shall be done according to the current ANSI A300 (Part 1) — Pruning standard.

The ends of all broken and damaged roots of 1/4 in. (6 mm) or larger shall be pruned with a clean cut, removing only the injured portion. All broken branches, stubs, and improper cuts of former pruning shall be removed.

- (a) Deciduous Trees. Pruning shall consist of thinning the twigs or branches as dictated by the habit of growth of the various types of the trees to be pruned, and as directed by the Engineer. The leader and terminal buds shall not be cut unless directed by the Engineer.
- (b) Deciduous Shrubs. In general, shrubs shall be cut back to half of their height. Shrubs that are slow growing or do not sucker readily shall be pruned in the same manner as deciduous shade trees.
- (c) Evergreens. Evergreens shall not be pruned, except to remove broken or dead branches.
- **253.10 Planting Procedures.** When directed by the Engineer, the backfill shall consist of suitable soil removed from the hole and topsoil as needed to match the level of the existing grade. If the existing soil is determined to be unsuitable, the backfill shall consist of topsoil as approved by the Engineer. Topsoil shall be stockpiled only at locations approved by the Engineer.

The backfill soil at the time of planting shall be capable of providing a sound growth environment and be in a loose, friable condition. At no time shall the backfill or other topsoil used on the job be stockpiled on turf or in ditches.

All plants shall be placed in a plumb position and set 2 in. (50 mm) higher than the depth they grew in the nursery. Prepared backfill shall be placed around the root system. Tamping or watering shall accompany the backfilling operation to eliminate air pockets.

Thorough watering of trees, shrubs, and vines, with a method approved by the Engineer, shall immediately follow the backfilling operation. This watering shall completely saturate the backfill and be performed during the same day of planting. After the ground settles, as a result of the watering, additional backfill shall be placed to match the level of the finished grade. Approved watering equipment shall be at the site of the work and in operational condition prior to starting the planting operation.

- (a) Balled and Burlapped Plants. After the plant is placed in the hole, all cords and burlap shall be removed from the trunk. Wire baskets shall be removed from at least the upper one half of the planting ball. All materials shall be disposed of properly.
- (b) Container Grown Plants. Prior to placing the plant in the hole, the container shall be removed with care so as not to disturb the ball of soil that contains the root system. During the planting operation, care shall be taken not to destroy the solidity of the ball of soil. Pots which will decompose in one growing season shall be removed to a point just below the surface of the ground.
- (c) Bare Root Plants. The roots shall be carefully spread in a natural position and prepared backfill shall be worked in around the roots so each root is individually packed to eliminate air pockets. The plant shall be gently raised and lowered to assure contact of the roots with the soil.
- (d) Seedling Plants. When seedlings are removed from storage for planting, they shall be transported to the planting site in containers of water and the roots shall be continuously immersed until planted. Any unplanted seedlings left at the end of each day shall be removed from the water, the roots wrapped in moist materials and the seedlings placed in storage.
  - (1) If holes are prepared according to Article 253.08, the roots shall be placed in the center of the hole and the backfill shall be compacted around the roots to eliminate air pockets. The backfill shall be saturated with water after the plant is placed.
  - (2) If an approved tree planting machine or a hand method that utilizes a planting bar or spade is used, no backfill will be required.
- (e) Water Saucer. All plants, except seedlings, placed individually and not specified to be bedded with other plants, shall have a water saucer constructed of soil equal to one half the diameter of the planting hole width and 4 in. (100 mm) in depth.
- **253.11 Mulch Cover.** Within 30 days after planting, weed barrier fabric shall be placed around all plants and covered with mulch in the entire mulched bed or saucer area specified. Weed barrier and mulch will not be required for seedlings.

The fabric shall be cut as needed and fitted around the plant material. Wire staples, meeting the approval of the Engineer and driven at a 90 degree angle to the plane of the soil, shall be installed to hold the fabric in place. A minimum of one staple per square yard (square meter) is required. Strips of fabric shall overlap 6 in. (150 mm) at the seams. After placing the weed barrier fabric, the top surface of the fabric shall be clear of any topsoil, and mulch shall be placed in such a way as to completely cover the weed barrier to a depth of 4 in. (100 mm).

253.12 Wrapping. Within seven days after planting, a double lift of commercial screen wire mesh shall be wrapped around the trunk of all deciduous trees. Multi-stem or clump form trees shall have each stem wrapped separately. The 118

screen wire shall be secured to itself with staples or single wire strand tied to the mesh. The lower edge of the screen wire shall be in continuous contact with the ground and shall extend up a minimum of 36 in. (900 mm) or to the lowest major branch, whichever is less.

**253.13 Bracing.** All deciduous and evergreen trees, with the exception of multi-stem or clump form specimens, over 8 ft (2.5 m) in height shall require three 8 ft (2.5 m) long steel posts so placed that they are equidistant from each other and adjacent to the outside of the ball. The posts shall be driven vertically to a depth of 18 in. (450 mm) below the bottom of the hole. The anchor plate shall be aligned perpendicular to a line between the tree and the post. The tree shall be firmly attached to each post with a double guy of 14 gauge (2.03 mm) steel wire. The portion of the wire in contact with the tree shall be encased in a hose of a type and length approved by the Engineer.

During the life of the contract, if trees blow down, or are otherwise injured because of improper bracing, the Engineer may reject such injured trees, and the rejected trees shall be replaced.

**253.14 Period of Establishment.** Prior to being accepted, the plants shall endure a period of establishment. This period shall begin in June and end in September of the same year. To qualify for inspection, plants shall have been in place, in a live healthy condition, on or before June 1 of the year of inspection. To be acceptable, plants shall be in a live healthy condition, representative of their species, at the time of inspection in the month of September.

When the planting work is performed by a subcontractor, this delay in inspection and acceptance of plants shall not delay acceptance of the entire project and final payment due if the Contractor requires and receives from the subcontractor a third party performance bond naming the Department as obligee in the full amount of the planting quantities listed in the contract, multiplied by their contract unit prices. The bond shall be executed prior to acceptance and final payment of the non-planting items and shall be in full force and effect until final inspection and acceptance of all plants including replacements. Execution of the third party bond shall be the option of the prime Contractor.

The Department will assume the responsibility for all plant material found to be satisfactory at the time of inspection for successful completion of the period of establishment. Plants that do not meet the requirements for acceptance shall be replaced following the date of inspection and prior to November 30. Items specified for spring planting only shall be planted prior to the following April 30. Changes in the above dates will be allowed by the Engineer only if extreme weather conditions or other mitigating circumstances so dictate. When replacements are completed, the Contractor shall weed and thoroughly clean up the entire job to the satisfaction of the Engineer. Cleanup shall include pruning dead branches off the accepted plant material, spraying insect infected plants, removing staking and screening material, weeding, restoring mulch, removing work-related debris, and generally cleaning up the work site. When clean up operations have been completed, inspection will be made for replacement items only. All replacement items shall meet and be planted according to the original job specifications. Replacement plantings need not undergo a period of establishment to be accepted. However, replacement plants must be properly installed and in a live healthy condition at the time of inspection. Should

replacements include both spring and fall items, the Contractor may elect to plant all replacements in the spring, prior to May 15.

The Contractor shall remove, immediately from the site of the work, any dead plant material. During spring or fall planting, the Contractor will not be permitted to terminate the operation until all plant material is in a live, healthy condition. All plant material which dies within 15 days after being planted shall be replaced at that time and shall be considered as part of the original planting and be subject to the requirements of the period of establishment.

- 253.15 Plant Care. During the period of establishment, the Contractor shall properly care for all plants including weeding, watering, adjusting of braces, repair of water saucers, or other work which is necessary to maintain the health and satisfactory appearance of the plantings. All requirements for proper care during the period of establishment shall be considered as included in the cost of the contract and shall be performed within five days following notification by the Engineer.
  - (a) During the period of establishment, additional watering shall be performed at least once within every 30 days during the months of May through December. The Engineer may direct the Contractor to adjust the watering rate and frequency depending upon weather conditions.

The water shall be applied to individual plants in such a manner that the plant hole shall be saturated without allowing the water to overflow beyond the earthen saucer. Watering of plants in beds shall be applied in such a manner that all plant holes are uniformly saturated without allowing the water to flow beyond the periphery of the bed. The plants to be watered and the method of application will be approved by the Engineer. The Contractor will not be relieved in any way from the responsibility for unsatisfactory plants due to the amount of watering.

(b) During the period of establishment, weeds and grass growth shall be removed from within the earthen saucer of individual trees and from the area within the mulched plant beds. This weeding shall be performed twice during each of the months of May through September. The Contractor will not be relieved in any way from the responsibility for unsatisfactory plants due to the extent of weeding.

The weeding may be performed in any manner approved by the Engineer, provided the weed and grass growth, including their roots and stems, are removed from the area specified. Mulch disturbed by the weeding operation shall be replaced to its original condition. All debris which results from this operation must be removed from the right-of-way at the end of each day.

- 253.16 Method of Measurement. This work will be measured for final payment, in place, after the period of establishment. Trees, shrubs, and vines will be measured as each individual plant. Seedlings will be measured in units of 100 plants.
- 253.17 Basis of Payment. This work will be paid for at the contract unit price per each for TREES, SHRUBS, or VINES, of the species, root type, and plant size specified; and per unit for SEEDLINGS. Payment will be made according to the following schedule.

- (a) Initial Payment. Upon planting, 75 percent of the pay item(s) will be paid.
- (b) Final Payment. Upon inspection and acceptance of the plant material, or upon execution of a third party bond, the remaining 25 percent of the pay item(s) will be paid.

## SECTION 254. PLANTING PERENNIAL PLANTS

**254.01 Description.** This work shall consist of furnishing, transporting, and planting perennial plants.

## 254.02 Materials. Materials shall be according to the following.

	Item	Article/Section
(a)	Bulb Type	1081.02(a)
(b)	Ornamental Type	1081.02(b)
(c)	Prairie Type	1081.02(b)
(d)	Wetland Emergent Type	1081.02(b)
(e)	Sedge Meadow Type	1081,02(b)
(f)	Woodland Type	1081.02(̀b)
(g)	Mulch	1081.06(b)

- **254.03 Planting Time.** Planting times for the various types of perennial plants shall be as follows.
  - (a) Bulb Type. Bulb type plants shall be planted between October 15 and November 15.
  - (b) Ornamental Type, Prairie Type, Wetland Emergent Type, and Sedge Meadow Type plants shall be planted between May 1 and June 15 or between August 15 and September 15.
  - (c) Woodland Type plants shall be planted between April 1 and May 15.
- 254.04 Transporting and Storing Plants. The Engineer will inspect the plants at the work site at the beginning of each planting day and reject any material that is not properly packaged (including clear labeling by species) or that is not in a firm, moist, or viable condition. Any plants remaining at the end of the day shall be removed from the work site and properly stored by the Contractor. Before planting, sufficient water shall be added to potted plants to insure that the soil around the roots is not dry and crumbly when the plants are removed from the pots.
- **254.05** Layout of Planting. When plants are specified to be planted in prepared soil planting beds, the planting bed shall be approved by the Engineer prior to planting. If no prepared soil planting bed is specified, the plants shall be planted in areas that have existing cover or have been seeded and mulched or sodded. Where perennial plants, except bulb type plants, shall be planted, the planting beds shall be delineated with selective mowing stakes. Selective mowing stakes shall be according to Article 250.08.

- **254.06** Planting Procedures. The spacing of the plants shall be as shown on the plans, or as directed by the Engineer, to uniformly fill the planting beds. Individual plants within the beds shall be planted as follows.
  - (a) Bulb Type. Bulb type plants shall be planted to a depth of 6 in. (150 mm) in turf areas or prepared beds.
  - (b) Ornamental Type, Prairie Type, Wetland Emergent Type, Sedge Meadow Type, and Woodland Type. When planted in prepared soil planting beds, these plants shall be planted by a hand method approved by the Engineer.

When planted in existing turf, the planting area shall be mowed to a maximum height of 2 in. (50 mm).

In existing cover, or seeded and mulched or sodded planting areas, a 12 in. (300 mm) diameter planting area for individual plants shall be prepared. The existing cover, or seed and mulch shall be cut and removed from the 12 in. (300 mm) diameter planting area and the soil within the planting area loosened to a depth of 6 in. (150 mm). The plants shall be planted within the planting area and immediately watered with at least 1 gal (5 L) of water per plant.

- **254.07 Mulching.** Within 24 hours, the plants shall be mulched with 2 in. (50 mm) of a fine grade mulch meeting the approval of the Engineer. Care shall be taken to place the mulch in a way that does not smother the plants. When plants are planted in prepared soil planting beds, the entire bed shall be mulched. Bulb type plants planted in existing turf need not be mulched.
- 254.08 Period of Establishment. Period of Establishment for the various types of perennial plants shall be as follows.
  - (a) No period of establishment will be required for bulb type plants.
  - (b) Perennial plants must undergo a 30 day period of establishment. Additional waterings shall be performed at least once within every seven days for four weeks following installation. Water shall be applied at the rate of 2 gal/sq yd (9 L/sq m). Should excess moisture prevail, the Engineer may delete any or all of the additional watering cycles. In severe weather, the Engineer may require additional waterings.

Watering of plants in beds shall be applied in such a manner that all plant holes are uniformly saturated without allowing the water to flow beyond the periphery of the bed.

At the end of the period of establishment, the Contractor will be permitted to replace any unacceptable plants and shall thoroughly weed all the beds.

254.09 Method of Measurement. This work will be measured for payment in units of 100 perennial plants of the type and size specified. Measurement for payment of this work will not be performed until at the end of the 30 day establishment period for the replacement planting. Only plants that are in place and alive at the time of measurement will be measured for payment, except that if fewer 122

than 25 percent of the plants are acceptable, a quantity equal to 25 percent of the number of units of plants originally planted will be considered measured for payment.

Selective moving stakes will be measured for payment as each in place.

**254.10** Basis of Payment. This work will be paid for at the contract unit price per unit for PERENNIAL PLANTS, of the type and size specified.

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

## TEMPORARY EROSION AND SEDIMENT CONTROL

## SECTION 280. TEMPORARY EROSION AND SEDIMENT CONTROL

**280.01 Description.** This work shall consist of constructing, maintaining, removing, and disposing of temporary erosion control systems.

## 280.02 Materials. Materials shall be according to the following.

	Item	Article/Section
(a)	Bale Stakes	
(b)	Fence Stakes	1081.15(b)
(c)	Hay or Straw Bales	
(d)	Fence	
(e)	Aggregate	1081.15(e)
<b>(f)</b>	Silt Filter Fence	1080.02
(g)	Temporary Mulch Material	
(h)	Rolled Excelsior	1081.15(f)
(i)	Temporary Erosion Control Seeding	1081.15(a)
(j)	Inlet Filters	1081.15(h)
(k)	Filter Fabric	
<b>(l)</b>	Urethane Foam/Geotextile	1081.15(i)

#### CONSTRUCTION REQUIREMENTS

**280.03 General.** The Contractor shall name a person at the preconstruction meeting who shall be on the jobsite during construction and who shall be responsible for ensuring the erosion control work is completed in a timely manner.

The Contractor and the Department shall schedule and conduct a jobsite inspection to review and designate the locations and types of erosion control systems to be placed. This inspection shall be conducted prior to beginning any work which will disturb existing drainage or require erosion control.

Erosion control systems shall be installed prior to beginning any activities which will potentially create erodible conditions. Erosion control systems for areas outside the limits of construction such as storage sites, plant sites, waste sites, haul roads, and Contractor furnished borrow sites shall be installed prior to beginning soil

