CONTRACT DOCUMENTS

CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION

ANNUAL SUPPLY
OF
TURF FERTILIZERS AND CHEMICALS
BID NO. 14-268

Zimco Supply Company
Box 3656
Sioux City, IA 51102
712.252.1604

CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT TERMS

THIS CONTRACT, made and entered into by and between **Zimco Supply Company, Box 3656, Sioux City, IA 51102**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, the Owners have caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Annual Supply of Turf Fertilizers and Chemicals, Bid No. 14-268

and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the Owners, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the Owners, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; © provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the Owners' award of this Contract to the Contractor, such award being based on the acceptance by the Owner of the Contractor's Proposal, or part thereof, as follows:

   Agreement to lines 7, 9, 18, 19, 20, 29, 35, and 38 of Contractor's Proposal.

2. The Owners agree to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the Owners:

   The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as- needed basis for the duration of the contract. The estimated cost of products or services for County agencies shall not exceed $2,000.00 during the contract term without approval by the Board of Commissioners. The estimated cost of products or services for City Departments shall not exceed $33,200.00 during the contract term without approval. The estimated cost of products or services for the Public Building Commission shall not exceed $2,000.00 during the contract term without approval by the Board of the Public Building Commission.

3. Equal Employment Opportunity. In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

4. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.

5. Termination. This Contract may be terminated by the following:
   - 5.1) Termination for Convenience. Either party may terminate this Contract upon thirty (30) days written notice to the other party for any reason without penalty.
   - 5.2) Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
     - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
     - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
     - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

6. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, Lancaster County, Nebraska and Lincoln-Lancaster County Public Building Commission. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions or any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, Lancaster County and Lincoln-Lancaster County Building Commission.

8. Audit Provision: The (Service Provider or Contractor) shall be subject to an audit and shall, upon request, make available to the Public Building Commission or a contract auditor hired by the Public Service Commission, copies of all financial and performance related records and materials related to this Agreement, as allowed by law.

9. Period of Performance. This Contract shall be effective upon execution by all parties. The term of the Contract shall be a one year term.

10. The Contract Documents comprise the Contract, and consist of the following:
    1. Contract Terms
    2. Accepted Proposal/Response
    3. Specifications
    4. Addendum No. 1
    5. Special Provisions

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Contractor and the Owners do hereby execute this contract.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Teresa J. Meier

City Clerk

CITY OF LINCOLN, NEBRASKA

Mayor

Approved by:

Executive No. 088029

dated 2-26-15

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest: Jeffrey R. Robinson

Public Building Commission Attorney

Larry Hudkins

Chairperson, Public Building Commission

dated 3.10.15

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

Deputy Lancaster County Attorney

The Board of County Commissioners of Lancaster, Nebraska

Schorr Absent

dated 3/3/15

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Zimco Supply Co.
Name of Corporation

ATTEST:

(SEAL)
Secretary

Box 3656 Sioux City, IA 51102
(Address)

By:
Duly Authorized Official

Officer
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By:
Member

By:
Member

IF AN INDIVIDUAL:

Name

Address

Signature

City of Lincoln/Lancaster County (Lincoln Purchasing)
Supplier Response

Bid Information

Bid Creator	Shelly Hinze, Buyer
Email	rhinze@lincoln.ne.gov
Phone	1 (402) 441-8313
Fax	1 (402) 441-6513
Bid Number	14-268 Addendum 1
Title	Annual Requirements of Turf Fertilizers and Chemicals
Bid Type	Bid
Issue Date	11/12/2014
Close Date	11/26/2014 12:00:00 PM CT
Need by Date	

Contact Information

Address	Purchasing\City & County 440 S. 8th St. Lincoln, NE 68508
Contact	Shelly Hinze, Buyer
Department	
Building	
Floor/Room	
Telephone	1 (402) 441-8313
Fax	1 (402) 441-6513
Email	rhinze@lincoln.ne.gov

Ship to Information

Address	
Contact	
Department	
Building	
Floor/Room	
Telephone	
Fax	
Email	

Supplier Information

Company	Zimco Supply Company
Address	Box 3656 Sioux City, IA 51102
Contact	Dick Neumann
Department	
Building	
Floor/Room	
Telephone	1 (712) 2521604
Fax	1 (712) 2790604
Email	zimco@cableone.net
Submitted	11/25/2014 2:38:37 PM CT
Total	$118,396.98

Signature Britt Henderson

Email zimco@cableone.net

Supplier Notes

Bid Notes

If you need assistance in preparing your bid, there are several options.

1) Click the the "Help" button in the upper right hand corner of any screen; 2) Contact our office for a training session in Purchasing or assistance over the phone; 3) View the PowerPoint presentation at http://www.lincoln.ne.gov/city/finance/purch/spec/veninst.ppt

Bid Activities

Bid Messages

Please review the following and respond where necessary

#	Name	Note	Response
1	Specifications	I acknowledge reading and understanding the specifications.	Yes
2	Instructions to Bidders	I acknowledge reading and understanding the Instructions to Bidders.	Yes
3	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
4	Special Provisions	I acknowledge reading and understanding the Special Provisions.	Yes
5	Alternate Product	I acknowledge if bidding an alternate product I have attached in the suppliers response section the information listed in section 2.4.	Yes
6	Quantities	I acknowledge that the quantities listed for each line item are an estimated yearly amount. The City does not guarantee any dollar amount or order quantities for the term of the contract.	Yes
7	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
8	Bid award	I acknowledge and understand that the City, County and/or Public Building Commission reserves the right to award bids item-by-item, with or without alternates/options, by groups, or "lump sum" such as shall best serve the requirements and interests of the City, County and/or Public Building Commission. If your pricing is based on an all-or-nothing basis, please indicate so in the Supplier Notes section of your E-Bid response.	Yes
9	Term Clause with Escallation/De-Escalation	I acknowledge that the term of the contract will be a (1) one year term from the date of the executed contract. (a) Bid prices firm for the full contract period. YES or NO (b) Bid prices subject to escallation/de-escalation YES or NO (c) If (b), state period for which prices will remain firm: through _____	(a) YES
10	Special Delivery Requirements	I acknowledge reading and understanding the Special Delivery Requirements in the bid specifications.	Yes
11	Packaging	If the packaging size you are proposing is different than the size requested, it is the Vendor's responsibilty to ensure that the unit price is equal to the packaging specified. THE UNIT PRICE THE VENDOR GIVES MUST BE FOR THE PACKAGING SIZE LISTED.	Yes
12	Contact	Name of person submitting this bid:	Dick Neumann
13	Electronic Signature	Please check here for your electronic signature.	Yes

14	Agreement to Addendum No. 1	Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid. Reason: See Bid Attachments section for Addendum information.	Yes

Line Items

#	Qty	UOM	Description	Response
1	84	2 1/2 Gallon Container	Quali Pro 3-D Herbicide Active Ingredients: 30.56%, 2, 4, D, 2.77%, Dicamba, 8.17% Mecoprop-p	$53.15

Item Notes:

Supplier Notes: Armor Tech Threesome contains the identical active ingredients as spec.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Armor Tech Threesome, 2 1/2 gallon

2	4	1/2 Gallon	Dismiss Turf Herbicide Active Ingredient: Sulfentrazone, 39.6%	No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

3	13	1 Gallon	Quali Pro T Nex 1 AQ (Primo MAXX) Active Ingredient; Trinexapac-ethyl, 11.3%	$109.00

Item Notes:

Supplier Notes: Armor Tech PGR 113 contains the identical active ingredients as spec.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Armor Tech PGR 113, 1 gallon

4	13	1 Gallon	Tide Paclo (Turf Enhancer) Active Ingredient; Paclobutrozol...22.3%	$149.00

Item Notes:

Supplier Notes: Armor Tech PAC 223 contains the identical active ingredients as spec.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Armor Tech PAC 223, 1 gallon

5	16	2 1/2 Gallon Container	Quali Pro Ethephon 2 SL (Prozy Herbicide) Active Ingredient; Ethepon 21.7%	$61.49

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Quali Pro Ethephon 2L, 2 1/2 gallon

6	40	8 oz. Bottle	QuickSilver Herbicide Active Ingredient; Carfentrazone-ethyl 21.3%	No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

7	5	2.5 Gallon	Dimension 2 EW Herbicide Active Ingredient; Dithlopyr 24%	No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

Alt 1	12.5	1 Gallon	Alt Spec: Armor Tech CGC 2L, 23.6 % Dithiopyr	167.40

Alt Manufacturer: United Turf Alliance Alt Manufacturer #: 20121221

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Armor Tech CGC 2L, 1 gallon

8	2	5 lb. bag	QualiPro Prodiamine (Barricade Herbicide) Active Ingredient; Prodiamine 65%	No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

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9 | 1 | 2.5 Gallon | Surge Herbicide Active Ingredient; Sulfentrazone, .67%, 2, 4-D 18.79%, Mecoprop-p, 6.80%, Dicambe, 3.02% | $110.00

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Surge, 2 1/2 gallon

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10 | 2 | 2.5 Gallon | Musketeer Turf Growth Regulator Active Ingredient: Flurprimidol, 5.6% Paclobutrazol, 5.6%, Trinexapac-ethyl, 1.4% | No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

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11 | 1 | 2.5 Gallon | Secure Fungicide Active Ingredient; Fluazinam, 40% | $1,412.50

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Secure, 2 1/2 gallon

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12 | 12 | 4 x 4 x 5.5 oz. Pkg | Bayleton 50WSP Fungicide NO SUBSTITUTE Active Ingredient; 1-3 3 Dimethyl-1, 2 Butanone - 50% | No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

13	4	2.5 Gallon	Syngenta Daconil Zn Flowable with Super WeatherStik - NO SUBSTITUTE Active Ingredient: Chlorothalonil-38.5%	$120.00

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Syngenta Daconil Zn, 2 1/2 gallon

14	2	1 Gallon	Banner Maxx II Fungicide NO SUBSTITUTE Active Ingredient; 14.3% Propiconazole	$214.00

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Banner Maxx II, 1 gallon

15	5	.49 lb.	Emerald Fungicide Active Ingredient; Boscalid 70%	$145.04

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Emrald, .49 lb.

16	7	5 lb. bag	Tourney Fungicide Active Ingredient; Metconazole 50%	$677.50

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Tourney, 5 lb. bag

17	3	8 x 16 oz.	Disarm 480 SC Fungicide Active Ingredient; Floxastrobin 40.3%	$2,032.00

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Disarm 480 SC, 8 X 16 oz.

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18 4 2 1/2 Gallon Clearys 26/36 (Fluid Fungicide) Active Ingredient: Thiophanate-Methyl, 19.65%, Iprodione, 19.65% $186.00

Item Notes:

Supplier Notes: Armor Tech 2020 contains the identical active ingredient as spec.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Armor Tech 2020, 2 1/2 gallon

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19 22 3 lb. Honor Intrinsic Brand Fungicide Active Ingredient; Pyraclostrobin 16.8%, Boscalid 11.2% $402.00

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Honor Intrinsic, 3 lb.

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20 1 36 Lb. Drum Honor Intrinsic Brand Fungicide Active Ingredient; Pyraclostrobin 16.8%, Boscalid 11.2% $3,559.68

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Honor Intrinsic, 36 lb.

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21 2 Gallon Cleary 3336 Plus Active Ingredient; Thiophanate-Methyl 19.4% No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

22	3	4 x 1 Gallon	QualiPro Tebucaonzole Fungicide Active Ingredient: Tebuconazole 38.70%	$197.60

Item Notes:

Supplier Notes: Armor Tech TEB360 contains the identical active ingredient as spec.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Armor Tech TEB360, 1 gallon

23	1	2 x 2 Gallon	Lesco Spectator Turf and Ornamental Active Ingredient: Propeconazole, 41%	No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

24	14	2.5 Gallon	Daconil Action Fungicide NO SUBSTITUTE Active Ingredient: Chlorothalonil 53.94%, Acibenzolar-S-methyl; Benzo .11%	$185.00

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Daconil Action, 2 1/2 gallon

25	60	30 lb. bag	Zenith .5 Insecticide (Merit) Active Ingredient: .5 Imidacloprid	No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

26	6	1/2 Gallon	DuPont Acelepryn Insecticide Active Ingredient; Chlorantraniliprole 18.4%	$927.50

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Syngenta Acelepryn, 1/2 gallon

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27 1 4 x 1 Gallon AmTide Imidacloprid 2F T & O (Merit 2F Insecticide) Active Ingredient; Imidacloprid, 2.5% No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

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28 20 30 lb. bag Dylox 6.2 Insecticide Active Ingredient; Trichlorfon, Dimethyl 6.2% No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

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29 22 2 lb. 8 oz. Arena 50WDG Insecticide Active Ingredient; Clothianidin 50% $530.83

Item Notes:

Supplier Notes: Armor Tech Guillotine contains the identical active ingredient as spec.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Armor Tech Guillotine, 2 lb. 8 oz.

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30 623 50 lb. Bag UFLEXX Stabilized Urea Nitrogen; 46-0-0 Urea nitrogen stabilized with Hydrexx to provide 6-8 week release. SGN: 210 $23.00

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Uflexx Stabilized Urea Nitrogen, 50 lb.

31	40	50 lb. Bag	0-0-45 Mini Polyon Analysis: Soluble Potash (K20) 45% derived from Polymer Coated Sulfate of Potash	No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

32	40	50 lb. Bag	Super Cal S04 Gypsum Pellets Anaysis: 22-23% available Calcium, 15-18% Sulfur	No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

33	40	50 lb. Bag	Super Cal S04 Gypsum Pellets GREENSGRADE Analysis: 22-23% available Calcium, 15-18% Sulfur	No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

34	100	40 lb. Bag	Andersons 18-9-18 Contec DG Plus FE & Mn AGC#8348-2 Analysis: 1.6% Ammoniacal N, 14.5% WSN, 1.9% WIN, Monoammonium phosphate, Potassuim sulfate, in a Homogeneous particle, SGN 80-90	$53.40

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Andersons 18-9-18 Contec DG, 40#

35	20	40 lb. Bag	Anderson 13-0-26 Contec DG #AGC131WDG4 with dispersing granule formulation Analysis: All nitrogen derived from Methylene Urea, all potassium derived from potassium sulfate, SGN 90	$55.00

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Andersons 13-0-26 Contec DG, 40#

36	2	2.5 Gallon	Floratine Astron - Auxilliary nutrient NO SUBSTITUTION	No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

37	4	2.5 Gallon	Floratine ProteSyn Organic Photosynthesis Synergizer NO SUBSTITUTE	No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

38	164	50 lb. Bag	Anderson Premier Fairway Fertilizer 27-3-11 w/FE, Mn NO SUBSTITUTE Anaysis: A minimum of 97% of the total nitrogen is derived from polymer-coated urea and polymer-encapsulated sulfer-coated urea. The remaining Nitrogen is from monoammonium phosphate. All of the urea has been coated to provide 83% slow release Nitrogen Nitrogen: 7% Ammoniacal, 26.3% Urea N, Phospate 3%, Soluble potash 11%, Sulfur 3%, Iron 1%, Manganese 2% Particel size; SGN 240 UI:>50	$28.60

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Andersons Premier 27-3-11, 50#

39	100	50 lb. Bag	Nitroform Blue Granular 38-0-0 Analysis; Urea 4.5%, SAWSN 6.9%, WIN 26.6%, SGN 190-200	$30.50

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Nitroform Blue Granular, 50 lb.

40	40	50 lb Bag	ProMate 22-3-11 Analysise: Urea & MOP	No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

41	8	2 x 2.5 Gallon	Sirus 17-0-11 foliar nutrient by Loveland Product Derived from: Urea-triazone, potassium phosphite, potassium acetate, potassium silicate NO SUBSTITUTE	No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

42	3	2 x 2.5 Gallon	Alpha Nova foliar stimulant by Loveland Products Derived from: sea plants extracts, yeast extracts, L-amino acids, polysaccharides NO SUBSTITUTES	No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

Alt 1	3	2 x 2.5 Gallon	Alt Spec: Foliar Pak Promote 4-0-1, sea plant extracts, humates, etc.	207.50

Alt Manufacturer: Foliar Pak Alt Manufacturer #: none required

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Foliar Pak Promote 4-0-1, 2 X 2 1/2 gallon

43	270	50 lb. Bag	Turf King 21-0-10 w/50% UFLEXX & MOP & Organics w/3% FE Oxide	No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

44	8	2 x 2.5 Gallon	Silstar, 0-0-26 foliar nutrient by Loveland Product Derived from: potassium phosphite, potassium silicate NO SUBSTITUTE	No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

Alt 1	8	2 x 2.5 Gallon	Alt Spec: Armor Tech 28 + Si, potassium phosphite, potassium silicate	139.00

Alt Manufacturer: Armor Tech Alt Manufacturer #: none required

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Armor Tech 28 + Si, 2 X 2 1/2 gallon

45	220	50 lb. Bag	Anderson 22-3-8 Fertilizer Plus Merit Insecticide Analysis: .2% Merit Insecticide, Nitrogen, miminum 50% poly coated SCU or Nutralene, Potassium source: Sulfate of Potash. MAX SGN 215 Active ingredient: Imidacloprid .2%	No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

Alt 1	220	50 lb. Bag	Alt Spec: Andersons 21-0-4, 50% Nutrisphere, .2% Merit, 215 SGN	20.95

Alt Manufacturer: Andersons Alt Manufacturer #: APT21NMR5

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Andersons 21-0-4, 50% NSN, .2% Merit, 215 SGN, 50#

46	612	50 lb. Bag	Andersons 18-3-12 w/ .164% Dimension #APT18DM5.2 Active Ingredient: .164% Dithiopyr Analysis: mimimum 25% PCSCU, maximum 150 SGN	$26.50

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Andersons 18-3-12 w/.164 Dimension, 50#

47	35	50 lb. Bag	EC Grow 21-0-5 with .43% Barricade Active Ingredient: Prodiamine 43% Analysis: 25% xcu. SGN:215	$18.20

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	EC Grow 21-0-5, .43 Barricade

48	164	50 lb. Bag	Lesco 0-0-7 With .21% Dimension Active Ingredient: Dimension herbicide Analysis: 7% Muriate of Potash SGN:150	No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

49	520	50 lb. Bag	0-0-7 Sulfate of Potash w/.67% acelepryn Active Ingredient: Chlorantraniliprole SGN: 215	$24.40

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	EC Grow 0-0-7, SOP, .67% Acelepryn

50	9	2.5 Gallon	Tracker Dye Spray Pattern Indicator	No Bid

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	

51	18	2.5 Gallon	Cascade High Performance Water Infiltration, NO SUBSTITUTE Active Ingredient: Alkyl Phenol Ethoxylate 10% Polyethylene Glycols 90%	$146.90

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Cascade, 2 1/2 gallon

52	8	5 lb. Bag	Alligare Mojave 70 EG	$42.50

Item Notes:

Supplier Notes:

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Allgare Mojave 70 EG, 5 lb. bag

53	12	2 x 2.5 Gallon	Ranger Pro 41% Glyphosate	$82.50

Item Notes:

Supplier Notes: Glystar contains the identical active ingredient as spec.

Item Attributes: Please review the following and respond where necessary

#	Name	Note	Response
1	Package Size and Brand	List your package size and brand of product you are bidding.	Glystar 41% glyphosate, 2 X 2 1/2 gallon

Response Total: $118,396.98

ArmorTech®

CGC 2L

Specialty Herbicide

Preemergence and Early Postemergence Herbicide for Weed Control in Established lawns, Commercial sod farms, Non-cropland and Industrial Sites, Ornamental Turf (including Golf Course Fairways, Roughs, Tee Boxes), Container-grown Ornamentals, Field-grown Ornamentals, and Landscape Ornamentals.

ACTIVE INGREDIENT:
dithiopyr: S, S'-dimethyl 2-(difluoromethyl)-4-(2-methylpropyl)-6-(trifluoromethyl)-3,5-pyridinedicarbothioate 23.6%
OTHER INGREDIENTS: 76.4%
TOTAL: 100.0%

Contains 2 lbs active ingredient per gallon or 240 grams per liter.

EPA Reg. No. 53883-311-86064 EPA Est. No. 37429-GA-001[BT]; 37429-GA-002[BO]
Letter(s) in lot number correspond(s) to superscript in EPA Est. No.

Keep Out Of Reach Of Children

WARNING AVISO

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle.
(If you do not understand the label, find someone to explain it to you in detail.)

See Additional Precautionary Statements and Directions for Use inside booklet.

ArmorTech is a registered trademark of United Turf Alliance, LLC

Distributed by: United Turf Alliance, LLC
8014 Cumming Highway, Suite 403-282
Canton, GA 30015

Net Contents: 1 Gallon

EPA 20121221

United Turf Alliance

FIRST AID	
IF IN EYES:	• Hold eye open and rinse slowly and gently with water for 15 – 20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. • Call a poison control center or doctor for treatment advice.
IF ON SKIN OR CLOTHING:	• Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15 – 20 minutes. • Call a poison control center or doctor for treatment advice.
Have the product container or label with you when calling a poison control center or doctor, or going for treatment. For information on this product, contact the National Pesticide Information Center, 1-800-858-7378, Monday-Friday, 7:30 AM-3:30 PM PST. You may also contact the National Poison Control Center, 1-800-222-1222, day or night.	

PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS
WARNING

Causes substantial but temporary eye injury. Harmful if absorbed through skin. Do not get in eyes, on skin, or on clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Remove and wash contaminated clothing before reuse. Wear protective eyewear (goggle, face shield, or safety glasses), long-sleeved shirt and long pants, socks, shoes, and chemical-resistant gloves.

PERSONAL PROTECTIVE EQUIPMENT (PPE):
Some materials that are chemical-resistant to this product are listed below. If you want more options, follow the instructions for category B on an EPA chemical-resistance category selection chart.

WPS Uses:
Applicators and other handlers who handle this product for any use covered by the Worker Protection Standard (40 CFR Part 170) in general, agricultural plant uses are covered must wear:

- Coveralls over short-sleeved shirt and short pants
- Chemical-resistant gloves >14 mils such as barrier laminate or butyl rubber
- Chemical-resistant footwear plus socks
- Protective eyewear (goggles, face shield, or safety glasses)

Mixers and loaders must wear:

- Coveralls over short-sleeved shirt and short pants
- Chemical-resistant gloves >14 mils such as barrier laminate or butyl rubber
- Chemical-resistant footwear plus socks
- Chemical-resistant apron
- Protective eyewear (goggles, face shield, or safety glasses)

Non-WPS Uses:

Applicators and other handlers, mixers and loaders who handle this product for any use NOT covered by the Worker Protection Standard (40 CFR Part 170) – In general, agricultural plant uses are covered - must wear:

- Long-sleeved shirt and long pants
- Shoes plus socks
- Chemical-resistant gloves >14 mils such as barrier laminate or butyl rubber
- Protective eyewear (goggles, face shield, or safety glasses)

User Safety Requirements: Discard clothing and other absorbent materials that have been drenched or heavily contaminated with the product's concentrate. Do not reuse them. Follow the manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables exist, use detergent and hot water. Keep and wash PPE separately from other laundry.

USER SAFETY RECOMMENDATIONS

Users should:

- Wash hands before eating, drinking, chewing gum, using tobacco, or using the toilet.
- Remove clothing/PPE immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

ENGINEERING CONTROLS

When handlers use closed systems or enclosed cabs in a manner that meets the requirements listed in the Worker Protection Standard (WPS) for agricultural pesticides [40 CFR 170.240(d)(4-6)], the handler PPE requirements may be reduced or modified as specified in the WPS.

ENVIRONMENTAL HAZARDS

This product is toxic to fish and highly toxic to other aquatic organisms including oysters and shrimp. Use with care when applying to turf areas adjacent to any body of water. Drift and runoff from treated turf may be hazardous to aquatic organisms in water adjacent to treated areas. Do not apply directly to water, or to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not apply when weather conditions favor drift from treated areas. Do not contaminate water when disposing of equipment wash water or rinsate.

PHYSICAL- CHEMICAL HAZARD: Do not use with or store near an oxidizing agent.

DIRECTIONS FOR USE

It is a violation of Federal law to use this product in a manner inconsistent with its labeling. READ ENTIRE LABEL BEFORE USING THIS PRODUCT. USE STRICTLY IN ACCORDANCE WITH LABEL PRECAUTIONARY STATEMENTS AND DIRECTIONS.

REFORMULATION OR REPACKAGING OF THIS PRODUCT IS PROHIBITED.

Do not apply ArmorTech CGC 2L in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirements specific to your State or Tribe, consult the Agency responsible for pesticide regulation.

AGRICULTURAL USE REQUIREMENTS

Use this product in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries, and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE) and restricted-entry intervals. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted-entry interval (REI) of 12 hours for all crops.

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated such as plants, soil, or water is:

- Long-sleeved shirt and long pants
- Chemical-resistant gloves made of any waterproof material
- Shoes plus socks
- Protective eyewear (goggles, face shield, or safety glasses)

NON-AGRICULTURAL USE REQUIREMENTS

The requirements in this box apply to uses of this product that are not within the scope of the Worker Protection Standard (WPS) for agricultural pesticides (40 CFR Part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses. The area treated must be vacated by unprotected persons.

Do not enter or allow others to enter until sprays have dried.

Do not treat areas while unprotected humans or domestic animals are present in the treatment area. Because certain States may require more restrictive reentry intervals, consult your State Department of Agriculture for further information.

USE INFORMATION

ArmorTech CGC 2L is a pyridine-based herbicide that provides preemergence and early postemergence control of crabgrass, and preemergence control of other annual grasses and broadleaf weeds in established lawns, commercial sod farms, non-cropland, industrial sites, ornamental turf (including golf course fairways, roughs, tee boxes), container-grown ornamentals, field-grown ornamentals, and landscape ornamentals.

Note:

- This product will not control emerged broadleaf weeds or grasses (except for crabgrass prior to tillering stage of growth).
- ArmorTech CGC 2L will control emerged crabgrass up to the initiation of tillering (when crabgrass seedlings become visible in established turf grass, no more than 5 leaves per plant). Suitable control will not be attained when applications are made after initiation of tillering.
- All other applications of this product should be made preemergence (prior to germination of target weeds). ArmorTech CGC 2L will not control established weeds.
- All applications must be followed by ½ inch or more of irrigation or rainfall for activation of ArmorTech CGC 2L.
- Time applications to allow for activation before the tillering stage of crabgrass or germination of all other weeds.
- In **New York State**, this product may be used by commercial applicators only at no more than 2 pints (0.5 lb active ingredient) per acre per year. In Nassau and Suffolk counties of New York, do not exceed 1 pint per year of this product (equivalent to 0.25 lb of active ingredient per acre)

Chemigation: Do not apply this product through any type of irrigation system.

Mixing Instructions

ArmorTech CGC 2L with Water:

- Fill a clean spray tank 3/4 full of the desired amount of water.
- Add the specified amount of ArmorTech CGC 2L to the tank.
- Fill the tank with the remaining amount of water specified under continuous agitation.
- To avoid siphoning back, remove the hose from the mixing tank immediately after filling into the water source.

ArmorTech CGC 2L with Fluid Fertilizers

Apply ArmorTech CGC 2L in tank mix combination with fluid fertilizers or other herbicides at the labeled rates. Only use if (1) the tank mix product is labeled for the use site to be treated and for the timing and method of application; and (2) there is no prohibition for tank mixing on the label of the tank mix product. Follow all relevant use directions, precautions, and limitations on all labels.

Always check for the compatibility of ArmorTech CGC 2L with the fluid fertilizer. Perform a Compatibility Test by mixing small amounts before application. See the Physical Compatibility Test section of this label. Follow the mixing procedures listed below for tank mixtures.

Tank Mix Combinations

- To control listed broadleaf weeds in ornamental areas, tank mix with Gallery® 75 DF or Quali-Pro® Isoxaben 75WG and apply preemergence.
- To control undesirable vegetation in ornamental areas, use tank mix combinations with glyphosate and other labeled herbicides. Used together, the tank mix will provide postemergence control of susceptible weed species listed on the label for glyphosate and residual preemergence control of vulnerable weed species listed on the label for ArmorTech CGC 2L. Before use, read the label for glyphosate for use directions, precautions, and limitations before use.

Use Precautions:

- Do not apply sprays containing glyphosate over the top of ornamental plants.
- Do not allow glyphosate to come in contact with foliage and stems of turf grasses, trees, shrubs, or other desirable vegetation since severe damage or death may result.
- In areas adjacent to desirable plants, use a shield to prevent spray from contacting foliage and stems of desirable plants.
- The use of a nonionic surfactant may improve control. Read and follow the surfactant manufacturer's label recommendations.
- Conduct a compatibility test (jar test) using comparative proportions of the tank mix ingredients prior to mixing ingredients in the spray tank. See the Compatibility Test Mixing Instructions section of this label.

Mixing Order for Tank Mixes:

- Cover filling port with a 20 to 35 mesh screen or wetting basket.
- Fill the spray tank 1/2 full with the desired carrier. Start agitation.
- Add gradually to the mix tank the different formulation types following the order listed below. Make sure that there is sufficient time for complete dispersion and mixing after each product is added.

  1. Compatibility agent (if needed)
  2. Wettable powder or water dispersible granules (if used)
  3. Suspension concentrates
  4. ArmorTech CGC 2L and liquid (emulsifiable concentrate or liquid concentrate) pesticide (if used)
  5. Water solutions

Note:

- Add water soluble liquid pesticide formulations (if used), followed by surfactants, marker dyes or foams, or drift control additives at the final filling of the tank.
- To avoid siphoning back, remove the hose from the mixing tank immediately after filling into the water source.
- Maintain continuous agitation during mixing, final filling and throughout application.
- If spraying and agitation must be stopped before the spray tank is empty, the materials may settle to the bottom. Settled materials must be resuspended before spraying is resumed.

Premixing:

- For Dry and flowable formulations - premix with water (slurried) and add to the spray tank using a 20 to 35 mesh screen.
- For Liquid (emulsifiable concentrate, liquid concentrate, flowable) - premix with one part water prior to adding to the spray tank.

Physical Compatibility Test: Test compatibility by mixing all the components in a small jar in proportionate quantities prior to mixing this product with fluid fertilizers and/or other pesticides.

Compatibility Test Mixing Instructions (for 25 gal. spray solution per acre)

- Determine the amount of pesticide to tank mix by referring to the pesticide label(s).
- Calculate the amount of pesticide to add to the jar based on use rate ratios in table. (For example: a use rate of 1 lb per acre of dry pesticide, add 1 1/2 teaspoons to the jar; a use rate of 1 quart per acre of liquid pesticide, add 1 teaspoon to the jar (ArmorTech CGC 2L should be added based on use rate ratios for liquid pesticides).
- For changes in spray volume or herbicide rate, make appropriate changes in the ingredients for the test.
- Shake well after mixing.

Pesticide Formulation	If	Amount of Pesticide added to Spray Carrier (assuming volume is 25 gpa):
	Rate per Acre is:	Level Teaspoons per Pint Jar of Carrier Solution
Dry	1 lb	1 1/2
Liquid	1 qt	1

Note:

- If crystals, flakes, sludge, gels, oily films or layers do not form, then the tested components are compatible.
- Incompatibility will usually occur within 5 minutes after mixing. Use a compatibility agent if the components are incompatible. Repeat the compatibility test with a suitable compatibility agent (1/2 teaspoon per pint jar is equivalent to 2 pints per 100 gallons of spray solution).
- Do not use mixtures that form crystals, flakes, sludge, gels, oil films or layers or other incompatible signs.

GRASS AND BROADLEAF WEEDS CONTROLED

When applied as a preemergence, ArmorTech CGC 2L controls annual grass and broadleaf weeds listed in the table below. ArmorTech CGC 2L will not control emerged broadleaf weeds or grasses (except for crabgrass prior to tillering stage of growth).

Note: The area to be treated must be free of weeds before application.

Common Name	Scientific Name
Grasses	
barley	*Hordeum* spp.
barnyardgrass	*Echinochloa crus-galli*
bluegrass, annual	*Poa annua*
brome	*Bromus* spp.
crabgrass, large	*Digitaria sanguinalis*
crabgrass, smooth	*Digitaria ischaemum*
crabgrass, southern	*Digitaria cillaris*
crowfootgrass	*Dactyloctenium aegyptium*
dallisgrass (seedling)	*Paspalum dilatatum*

(Continued)

Common Name	Scientific Name
Grasses	
foxtail, giant	*Setaria faberi*
foxtail, green	*Setaria verdi*
foxtail, yellow	*Pennisetum glaucum*
goosegrass	*Eleusine indica*
kikuyugrass	*Pennisetum clandestinum*
Mary's grass	*Microstegium vimineum* (Trin.) *A.Camus var. imberbe*
oats, wild	*Avena fatua*
ryegrass (annual & perennial)	*Lolium* spp.
sandbur	*Cenchrus* spp.
smutgrass	*Sporobolus Indicus*
Broadleaf Weeds	
bittercress	*Cardamine* spp.
carpetweed	*Mollugo verticillata*
chickweed	*Stellaria* spp.
dandelion	*Taraxacum officinale*
geranium, Carolina	*Geranium carolinianum*
henbit	*Lamium* spp.
knotweed, prostrate	*Polygonum aviculare*
lespedeza, common	*Lespedeza striata*
marestail	*Conyza canadensis*
medic, black	*Medicago lupulina*
mulberry weed	*Fatoua villosa*
mustard	*Brassica* spp.

(Continued)

Common Name	Scientific Name
Broadleaf Weeds *(continued)*	
oxalis, buttercup	*Oxalis pes-caprae*
parsley-piert	*Alchemilla arvensis*
pigweed, redroot	*Amaranthus retroflexus*
pineappleweed	*Matricaria matricarioides*
purslane, common	*Portulaca oleracea*
rocket, London	*Sisymbrium irio*
shepherdspurse	*Capsella bursa-pastoris*
sowthistle	*Sonchus oleraceus*
speedwell, corn	*Veronica arvensis*
spurge, garden	*Euphorbia hirta*
spurge, prostrate	*Euphorbia humistrata*
spurge, spotted	*Euphorbia maculata*
willowherb	*Epilobium* spp.
woodsorrel, creeping	*Oxalis corniculata*
woodsorrel, yellow	*Oxalis stricta*

USE SITES

TURFGRASS

ArmorTech CGC 2L can be used on seeded, sodded, or sprigged lawns and ornamental turfgrass that are well established.

Use Precautions:

- Before making the first application of ArmorTech CGC 2L newly established turf must have developed a good root system and a uniform stand, and have received at least two mowings following seeding, sodding, or sprigging. If this product is applied on turf that is not well-established, or has been weakened by weather, pest, disease, chemical, mechanical or other related stress, turf injury may occur.
- For best results, allow 6 months for sod to be established before applying ArmorTech CGC 2L.

- ArmorTech CGC 2L will prevent the germination of annual bluegrass but will not affect established annual bluegrass. If maintenance of annual bluegrass is desired, using this product during the time of annual bluegrass germination is not recommended. In the states of AZ, CA, NV, OR, WA, NM, ID, MT and UT, ArmorTech CGC 2L may contribute to the thinning or stand reduction in established stands of annual bluegrass.
- Early post emergence applications of this product will control crabgrass only if applied prior to the fifth leaf (first tiller) stage of growth.
- For best results, cultural practices that disturb the soil, such as verticutting and core-, spike-, or hydro-aerification, should be done before applying this product.

Use Restrictions:

- Do not apply this product to golf course putting greens.
- Do not apply this product within 3 months of harvesting sod.
- Do not apply this product until the turfgrass has recovered from cultural practices such as verticutting or core-, spike-, or hydro-aerification.
- Do not use clippings from treated turf for mulching around vegetables or fruit trees.
- Do not apply more than 0.73 oz of ArmorTech CGC 2L per 1,000 sq ft (2 pints per acre) per application.
- Do not apply more than 2.2 oz of ArmorTech CGC 2L per 1,000 sq ft (6 pints per acre) per year using split or sequential applications.
- In **New York State**, do not apply more than 2 pints of ArmorTech CGC 2L (0.5 lb active ingredient) per acre per year. In Nassau and Suffolk counties of New York, do not exceed 1 pint per year of this product (equivalent to 0.25 lb of active ingredient per acre).

Tolerant Turfgrass Species

When applied as directed under the conditions described, the following established turfgrasses are tolerant to ArmorTech CGC 2L:

Established Cool Season Turfgrasses

Common Name	Scientific Name
bentgrass, creeping*	*Agrostis palustris*
bluegrass, Kentucky	*Poa pratensis*
fescue, fine**	*Festuca rubra*
fescue, tall	*Lolium arundinaceum*
ryegrass, perennial	*Lolium perenne*

Established Warm Season Turfgrasses

Common Name	Scientific Name
bahiagrass	*Paspalum notatum*
Bermudagrass***	*Cynodon dactylon*
Buffalograss****	*Buchloe dactyloides*
carpetgrass	*Axonopus affinis*
centipedegrass	*Eremochloa ophiuroides*
kikuyugrass	*Pennisetum clandestinum*
seashore paspalum	*Paspalum vaginatum*
St. Augustinegrass	*Stenotaphrum secundatum*
zoysiagrass	*Zoysia japonica*

* Do not use this product on certain varieties of creeping bentgrass, such as cohansey, carmen, seaside, and Washington as undesirable turfgrass injury may result. Not all varieties of creeping bentgrass have been tested. Do not apply this product to colonial bentgrass (*Agrostis tenuis*) varieties.

** Do not use this product on certain varieties of fine fescue as undesirable turf injury may result. The following fine fescue varieties have been found to be sensitive to this product: Atlanta, banner, beauty, bilgart, CF-2, enjoy, HF-93, highlight, ivalo, Jamestown, koket, majenta, Mary, pennlawn, Tamara, Tatjana, waldorf, and waldina. Not all varieties of fine fescue have been tested.

*** Do not use this product on Tifgreen (328) hybrid Bermudagrass as undesirable turfgrass injury may result. Other common and hybrid Bermudagrass varieties are tolerant.

**** Do not use this product on seedling buffalograss in the spring of the first year of establishment until the turfgrass is fully green and has established new roots.

Reseeding, Overseeding, or Sprigging

Follow proper cultural practices such as soil cultivation, irrigation and fertilization when reseeding or overseeding. Use mechanical or power seeding equipment (slit seeders) designed to give good seed to soil contact.

Use Precautions:

- Reseeding, overseeding, or sprigging of treated areas within 3 months after a single application of this product, or within 4 months after a split application program [totaling more than 0.73 oz per 1,000 sq ft (2 pints per acre)], may inhibit the establishment of desirable turfgrasses.
- If slight injury to perennial ryegrass can be tolerated, overseeding of Bermudagrass with perennial ryegrass 8 weeks after an application or as early as 6 weeks after application is an exception.

Application Instructions
To provide a uniform spray distribution, use conventional liquid application equipment, including hand held spray gun, in sufficient carrier volume. Calibrate application equipment before use. Cluster nozzles or other boomless spray equipment may not give suitable results because of inconsistent application volume and spray pattern. During application, avoid streaking, skips, or excess overlapping. For more accurate application, use marker dyes or foams.

CRABGRASS CONTROL
Preemergence Control
In established lawns and ornamental turf, ArmorTech CGC 2L provides preemergence control of crabgrass (including the large, smooth, and southern species) when applied prior to crabgrass emergence.

Early Postemergence Control
ArmorTech CGC 2L provides early postemergence control of crabgrass during early crabgrass seedling growth following emergence. Since it is very difficult to monitor crabgrass seedlings at early stages of growth in well-established turfgrass, early postemergence control is only attained when this product is applied prior to the tillering of crabgrass (less than 5 leaves per plant). This is usually the time when crabgrass seedlings are easily observed in lawn or turf.

The time from crabgrass emergence until tillering will vary from 2 to 8 weeks as a result of climatic conditions and rate of growth. The use of a nonionic surfactant at 0.5% by volume (2 qt per 100 gallons of spray) may improve early postemergence control.

Follow all label requirements and the respective label of the manufacturer's surfactant.

Early Postemergence Control – Tank Mixtures
When used alone, ArmorTech CGC 2L provides early postemergence control of crabgrass when treated prior to reaching the tillering stage of growth. Control of crabgrass with up to 3 tillers may be attained if applied in combination with either MSMA herbicide or Acclaim herbicide,

Program 1 or Program 2 use rates of ArmorTech CGC 2L must be followed if preemergence herbicides have been applied prior to a postemergence application in your area. If no preemergence herbicides have been applied, the Program 3 use rate in combination with MSMA or Acclaim must be followed.

Before tank mixing this product with fluid fertilizers and/or either MSMA or Acclaim, a compatibility test (see Compatibility Test in Mixing Directions section) is suggested. Review the information on tolerance of specific turfgrass species on the MSMA or Acclaim labels. Follow all limitations, precautionary statements, and use restrictions on the relevant labels when using for tank mixtures.

Timing of Applications
For crabgrass control in the spring, summer, or fall, apply this product as a single application, a split application, or a sequential application.

Early Summer or Spring Application: Apply ArmorTech CGC 2L at the listed rate as noted in one of the three application plans in the table below. Rates used are dependent on 1) the user's location, 2) the mowing height of the turfgrass, and 3) whether, at the time of application, the use is considered to be preemergence or early postemergence. The total rate applied will affect the length of residual weed control provided by this product. Weather, weed pressure, turfgrass competitiveness, and the user's location within a region are also variables in length of control.

Late Summer or Fall Application: Apply ArmorTech CGC 2L in the late summer or early fall (late August through November) at the Plan C use rates listed in the table below. Season-long weed control can be attained by a fall application followed by an appropriately timed spring application. Do not exceed the maximum use rate per year. For *Poa annua* control see Section titled "*Poa annua* (Annual Bluegrass) Control" below Use Rate table.

Plan A:
- For preemergence control in turfgrass that is cut relatively high (e.g., residential lawns).
- Provides 3 to 5 months of preemergence crabgrass control and early postemergence control of crabgrass up to the 3-leaf stage at sites where turfgrass is cut relatively high.
- Make split applications with the rates in the Use Rates table being split across two applications made 5 to 10 weeks apart. Split applications may provide improved weed control.

Plan B:
- For preemergence control in turf: (a) when turfgrass is cut relatively low (e.g., golf fairways); and (b) when turfgrass maintenance or weed control has been conducted during the previous year.
- Provides 4 to 6 months of preemergence crabgrass control and for early postemergence control up to crabgrass tillering at sites where turfgrass is cut relatively high.
- Make split applications with the rates in the Use Rates table being split across two applications made 5 to 10 weeks apart. Split applications may provide improved weed control.

Plan C:
- For preemergence control in turf: (a) when turfgrass is cut relatively low (e.g., golf fairways); and (b) when turf maintenance or weed control was not conducted during the previous year.
- Provides 4 to 6 months of preemergence crabgrass control and for early postemergence control up to crabgrass tillering at sites where turfgrass is cut relatively low (e.g., golf fairways).
- For longer periods of control, make subsequent sequential pre and/or postemergence applications.
- Make split applications with the rates in the Use Rates table being split across two applications made 5 to 10 weeks apart. Split applications may provide improved weed control.

Use Rate Table
Note: 1 oz equals 6 teaspoons

Region	Application Rates	Plan A	Plan B	Plan C
All states, except NY[1] and parts of states not listed in transition, south, coastal south or west	pt/acre	0.75	1.0	1.5
	oz/1,000 sq ft	0.28	0.37	0.55
	lb ai/acre	0.188	0.25	0.38
Transition: DE, KS, KY, MD, MO, NJ, VA, southeastern PA, southern areas of IL, IN, OH, coastal areas of CT & RI	pt/acre	1.0	1.5	2[1]
	oz/1,000 sq ft	0.37	0.55	0.73[1]
	lb ai/acre	0.25	0.38	0.5[1]
South: AL, AR, GA, LA, MS, NC, NM, OK, SC, TN, TX	pt/acre	1.5	1.0 + 1.0	1.2 + 1.2
	oz/1,000 sq ft	0.55	0.37 + 0.37	0.46 + 0.46
	lb ai/acre	0.38	0.25 + 0.25[1]	0.31 + 0.31[1]
Coastal South: HI, FL, southern coastal areas of AL, GA, LA, MS, NC, SC, TX	pt/acre	1.0 + 1.0	1.25 + 1.25	1.5 + 1.5
	oz/1,000 sq ft	0.37 + 0.37	0.46 + 0.46	0.55 + 0.55
	lb ai/acre	0.25 + 0.25[1]	0.31 + 0.31[1]	0.38 + 0.38
West: AZ, CA, NV. In this climatically diverse region, use the higher rates in local areas with longer crabgrass seasons.	pt/acre	0.75 + 1.0	1.0 + 1.5	1.0 + 1.0
	oz/1,000 sq ft	0.28 + 0.37	0.37 + 0.55	0.37 + 0.37
	lb ai/acre	0.18 + 0.25	0.25 + 0.38	0.25 + 0.25

[1] In **New York State**, this product may be used by commercial applicators only at no more than 2 pints (0.5 lb active ingredient) per acre per year. In Nassau and Suffolk counties of New York, do not exceed 1 pint per year of this product (equivalent to 0.25 lb of active ingredient per acre).

Use Restriction:
Maximum Use Rates (All Turf Uses)

- Do not apply more than 0.73 oz of ArmorTech CGC 2L per 1,000 sq ft (2 pints per acre) per application.
- Do not apply more than 2.2 oz of ArmorTech CGC 2L per 1,000 sq ft (6 pints per acre) per year using split or sequential applications.

***Poa Annua* (annual bluegrass) Control**

- For preemergence control of *Poa annua* (annual bluegrass), apply this product at a rate of 0.38 to 0.5 lb active ingredient per acre. This is equivalent to 1.5 to 2 pints per acre.
- Apply 6 to 8 weeks before overseeding Bermudagrass with perennial ryegrass (specific to perennial ryegrass; not recommended for *Poa trivialis* or bentgrass).
- Minimum seeding rate of 400 lbs per acre for perennial ryegrass.
- Use only on fairways and roughs.
- Perennial varieties of *Poa annua* (*var. repens*) may not be controlled as well as the true annual.
- After overseeding, do not apply earlier than 16 weeks unless injury to the ryegrass can be tolerated.
- For early season crabgrass treatment and suppression of some winter annual broadleaf weeds, a follow-up treatment 16 weeks after overseeding may be made.

Noncropland and Industrial Sites

For preemergence control of listed annual grasses and broadleaf weeds in terrestrial non-crop areas including farm yards, fence rows, highway, utility and railroad rights-of-way, airports, recreation areas, campgrounds, and industrial sites (lumber yards, tank farms, and storage areas).

- As a preemergence application, ArmorTech CGC 2L controls weeds as they germinate.
- This product will not control established weeds. Make application prior to germination of listed weeds or to bare ground.
- For best results apply to soil that is free of clods, weeds and debris such as leaves.
- Eliminate existing vegetation by cultivation, hand weeding, or use of a postemergence herbicide before application.
- All applications must be followed by ½ inch or more of irrigation or rainfall for activation of ArmorTech CGC 2L.
- Avoid excessive soil disruption that may break down the herbicide barrier (minimal surface disruption such as raking should not break down the herbicide barrier).

Use Precautions:

- For ornamentals within non-crop areas, apply only after transplanting when soil around roots has been thoroughly settled by rainfall or irrigation and no cracks are present or injury will result.
- Make sequential applications at 3 to 4 month intervals for extended preemergence weed control.
- Do not exceed annual maximum use rate.

Use Restrictions:

- Do not apply when weather conditions favor drift to non-target areas. This product may injure foliage of non-target plants.
- Do not graze livestock or feed forage cut from areas treated with this product.
- Do not exceed maximum use rates per year.

- Do not use more than 0.73 oz of ArmorTech CGC 2L per 1,000 sq ft (2 pt per acre) per application, or more than 2.2 oz of ArmorTech CGC 2L per 1,000 sq ft (6 pt per acre) per year for split or sequential applications.
- In **New York State**, do not apply more than 2 pints of ArmorTech CGC 2L (0.5 lb active ingredient) per acre per year. In Nassau and Suffolk counties of New York, do not exceed 1 pt per year of this product (equivalent to 0.25 lb of active ingredient per acre).

ArmorTech CGC 2L – Table of Equivalent Rates

(pt/acre)	(oz/1,000 sq ft)	(oz/100 sq ft)	(ml/100 sq ft)
2	0.73	0.073	2.2

ORNAMENTALS (LANDSCAPE, FIELD GROWN, AND CONTAINER GROWN)

ArmorTech CGC 2L will provide preemergence control of listed annual grasses and broadleaf weeds listed on this label in areas planted with tolerant ornamental plants (listed ornamental plants have shown tolerance to over-the-top applications of ArmorTech CGC 2L). Application is intended for use on plants grown for aesthetic purposes in landscaped areas or in container or field grown production nurseries.

Use Precautions:

- Apply ArmorTech CGC 2L to established ornamentals only.
- Do not apply this product to bare roots of ornamental plants as injury may result.
- Do not incorporate this product into the soil. Dilution of active ingredient and possible injury to plant roots may occur.
- Do not apply around ornamental plants that have been weakened or are under stress (due to drought, flooding, excessive fertilizer or soil salts, wind injury, hail, frost damage, winter injury, injury from previously applied pesticides or injury due to insects, heat stress, nematodes or diseases).

Use Restrictions:

- Do not apply when weather conditions favor drift to non-target areas. This product may injure foliage of non-target plants unless they are listed on this label.
- Do not apply this product to grasses grown for seed.
- Do not graze livestock or feed forage cut from areas treated with this product.
- Do not apply this product to plants that are grown for food (e.g., fruit trees or maple trees tapped for syrup).
- Do not apply this product in enclosed structures and greenhouses.
- Do not apply more than 0.73 oz of ArmorTech CGC 2L per 1,000 sq ft (2 pt per acre) per application and no more than 2.2 oz of ArmorTech CGC 2L per 1,000 sq ft (6 pt per acre) per year using split or sequential applications.

- In **New York State**, do not apply more than 2 pints of ArmorTech CGC 2L (0.5 lb active ingredient) per acre per year. In Nassau and Suffolk counties of New York, do not exceed 1 pint per year of this product (equivalent to 0.25 lb of active ingredient per acre).

Shadehouse Structures: Apply in open shadehouse-type structures where the natural flow of air is unimpeded. **Note:** Do not apply within three weeks prior to enclosing greenhouses or poly-type structures.

Ornamental Species Not Listed on this Label: Tolerance to this product on all ornamental plant species or varieties or under all possible growing conditions is impossible to evaluate. Users who wish to use this product on ornamental species not recommended on this label should determine the suitability for use by treating a small number of ornamental plants at a recommended rate prior to treating larger areas. The treated plants should be observed for any symptoms of herbicidal injury, such as foliar damage, reduced vigor or stand reduction, during 30 to 60 days of normal growing conditions to determine if the treatment is non-injurious.

Application Instructions

ArmorTech CGC 2L may be applied as a directed spray in established ornamentals or as a broadcast over-the-top spray to listed established ornamentals (see ornamental plant listing). Make directed sprays to the soil at the base of the ornamentals.

- As a preemergence application, ArmorTech CGC 2L controls weeds as they germinate.
- This product will not control emerged broadleaf or grass weeds except crabgrass up to the tillering stage of growth.
- Make application prior to germination of listed weeds or to bare ground.
- For best results apply to soil that is free of clods, weeds and debris such as leaves.
- Eliminate existing vegetation by cultivation, hand weeding, or use of a postemergence herbicide before application.
- All applications must be followed by ½ inch or more of irrigation or rainfall for activation of ArmorTech CGC 2L.
- Avoid excessive soil disruption that may break down the herbicide barrier (minimal surface disruption such as raking should not break down the herbicide barrier).
- Take care after transplanting that soil or planting mixes have settled firmly through irrigation, rainfall or packing and that there are no cracks that would allow direct contact of this product to the plant roots or plant injury may occur.

To reduce injury

- Apply with calibrated equipment using a minimum of 2 gallons of water per 1,000 sq. ft.
- Immediately after application apply overhead irrigation to activate the herbicide and wash the product from plant surface onto soil surface.

- In the spring over the top application of ArmorTech CGC 2L may temporarily injure new growth of desirable plants. It is advisable to wait to apply ArmorTech CGC 2L over the top of newly emerged vegetation until it has hardened off unless you have experience that the ornamental plant will not be injured by the over the top application.
- Do not apply to plants that are under stress such as heat, drought or frost damage.

Application Rates

- Make application prior to germination of target weed species.
- Mix ArmorTech CGC 2L with clean water at 0.5 to 0.73 oz of product per 1,000 sq ft per application and applied at 20 to 40 psi in a minimum of 1 gallon of water per 1,000 sq ft.
- Make sequential applications at 3 to 4 month intervals for extended preemergence weed control.
- When treating a small area, apply ArmorTech CGC 2L with a calibrated sprayer that assures accurate, uniform spray distribution.
- Do not exceed maximum use rates per year.

ArmorTech CGC 2L – Table of Equivalent Rates

(pt/acre)	(oz/1,000 sq ft)	(oz/100 sq ft)	(ml/100 sq ft)
2	0.73	0.073	2.2

Tolerant Ornamentals

When ArmorTech CGC 2L is applied as directed under the conditions described on this label, ornamentals listed below have shown tolerance in field trials.

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
abella *(Abelia x grandiflora)*	nana grand surprise	 X	X X	 X	X X
acacia, redolens *(Acacia redolens)*		X	X	X	X
abyssinian red banana *(Ensete ventricosum)*	maureli	X	X	X	X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
Ajuga carpet bugle *(Ajuga reptans)* *(Ajuga genevensis)*	 bronze bronze beauty		 X X		 X X
almond, flowering *(Prunus gladulosa)*			X		X
apple *(Malus pumila)*			X		X
aralia, Japanese *(Fatsia japonica)*			X	X	X
arborvitae *(Thuja occidentalis)*	nigra pyramidalis smaragh techny woodwardii		X X X		X X X
arborvitae, dwarf golden *(Thuja orientalis)*	aurea nana	X	X	X	X
ash, green *(Fraxinus pennsylvanica)*			X		X
ash, autumn purple *(Fraxinus americana)*	autumn purple		X		X
aster, Chinese *(Callistephus chinensis)*	dwarf queen		X		X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
azalea (*Rhododendron* spp.)	brilliant		X		X
	buccaneer		X		X
	carror		X		X
	chimes (Belgian)		X		X
	Elsie Lee		X		X
	exbury		X		X
	fashion		X		X
	Girard's Rose		X	X	X
	hardijzer beauty		X		X
	hershey red		X		X
	higasa		X		X
	hinocrimson		X		X
	Holland (hybrid)		X		X
	Marion Lee		X		X
	northern lights		X		X
	Nuccio's Wild Cherry	X	X	X	X
	orange cup		X		X
	orchid lights		X		X
	snow		X		X
	southern charm		X		X
azalea, flame *(Rhododendron calendulaceum)*			X		X
azalea, kirishima *(Rhododendron obtusum)*			X		X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
bamboo, heavenly *(Nandina domestica)*	compacta		X		X
	nana		X		X
	plum passion	X	X	X	X
barberry, Japanese *(Berberis thunbergii)*	aurea		X		X
	crimson pygmy		X	X	X
	dwarf pygmy		X		X
	green		X		X
	kobold		X		X
	pygmy red		X		X
	rose Qiow		X		X
barberry, purple *(Berberis thunbergii var atropurpurea)*	atropurpurea		X		X
basket flower *(Gailfardia grandiflora)*			X		X
beach grass *(Ammophila breviligulata)*			X		X
bearberry (common) *(Arctostaphylos uva-ursi)*	Massachusetts		X		X
bee balm *(Monarda didyma)*			X		X
begonia (*Begonia* spp.)			X		X
birch, river *(Betula niqra)*			X		X
birch, European white *(Betula pendula)*			X	X	X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
blackeyed Susan *(Rudbeckia hirta)*	goldstrum		X		X
blanket flower (*Gaillardia* spp.)			X		X
blood grass *(Imperate cyllndrica)*	rubra	X	X	X	X
blue fescue *(Festuca ovina)*			X		X
blueberryT (*Vaccinium* spp.)	bluecrop		X		X
	blue jay		X		X
	Jersey		X		X
	north blue		X		X
	northland		X		X
bottlebrush *(Callistemon citrinus)*	Little John	X	X	X	X
bougainvillea (*Bougainvillea* sp.)	James Walker		X		X
	pink dream		X	X	X
	purple queen	X	X	X	X
	rosenka	X	X	X	X
	Scarlet 0' Hara	X	X	X	X
bower vine *(Pandorea jasminoides)*	rosea	X	X	X	X
boxwood *(Buxus microphylla)*	japonica		X		X
boxwood, green beauty *(Buxus microphylla japonica)*	green beauty	X	X	X	X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
boxwood, welleri *(Buxus sempervirens)*	winter gem	X	X	X	X
broom *(Cytisus scoparius)* *(Genista pilosa)*	 moonlight Vancouver gold		 X X		 X X
camellia *(Camellia japonica)* *(Camellia sasanqua)*	 debutante mathotiana supreme chansonette setsugekka	 X X X	 X X X X	 X X X	 X X X X
candytuft *(Iberis sempervirens)*	snow white		X		X
carex, variegated (*Carex* spp.)			X		X
carpet bugle *(Ajuga reptans)* *(Ajuga genevensis)*	 bronze bronze beauty		 X X		 X X
cedar, red *(Juniperus virginiana)*			X		X
celosia (*Celosia* spp.)			X		X
centaura *(Centaurea montana)*			X		X
Chinese pistache *(Pistacia chinensis)*			X	X	X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X).		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
chrysanthemum (*Chrysanthemum* spp.)	mandarin time	X	X	X	X
clivia *(Clivia miniata)*		X	X	X	X
cockscomb, plumosa *(Celosia cristata)*	scarlet plumosa		X		X
coleus *(Coleus blumei)*	red kewpie		X		X
columbine (*Aquilegia* spp.)			X		X
coneflower, purple *(Echinacea purpurea)*	magnus purple	X	X X	X	X X
copper leaf *(Acalypha wilkesiana)*			X		X
coreopsis (*Coreopsis* spp.)	moonbeam		X		X
corn flower (*Centaurea* spp.)			X		X
cotoneaster *(Cotoneaster apiculatus)*			X		X
coyotebrush *(Baccharls pilularis)*			X		X
cycad *(Cycas revoluta)*			X		X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
cypress, bald *(Taxodium distichum)*			X		X
cypress, Italian *(Cupressus sempervirens)*	glauca tiny tower	 X	X X	 X	X X
cypress, hinoki false *(Chamaecyparis obtusa)*	gracilis torulosa	 X	X X	 X	X X
cypress, leyland *(Cupressocyparis leylandii)* hybrid		X	X	X	X
daffodil (*Narcissus* spp.)	King Alfred		X		X
daylilly (*Hemerocallis* spp.)	Aztec gold bright yellow (hybrid) single gold (evergreen) Wilson's yellow		X X X X		X X X X
dianthus (sweet William) (*Dianthus* spp.) *(Dianthus gratianopolitanus)*	 firewatch	 X	X X	 X	X X
delphinium (*Delphinium* spp.)	magic fountain		X		X
dogwood *(Comus florida)*			X		X
dogwood, American *(Comus sericea)*	flavarimea		X		X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
Douglas fir *(Pseudotsuga menziesii)*			X		X
dracaena *(Cordyline indivisa)* *(Cordyline australis)*		 X X	 X X	 X X	 X X
dusty miller *(Senecio cineraria)*		X	X	X	X
elni *(Ulmus parvifolia)*	drake		X		X
eulaliagrass/maiden grass *(Miscanthus sinensis)*	gracillimus variegatus morning light	X X X	X X X	X X X	X X X
euonymus *(Euonymus fortunei)*	 Argenteo-variegata		 X		 X
	colorata		X		X
	emerald gaiety		X		X
	emerald n' gold		X		X
	gold edge		X		X
	golden princess		X		X
	tricolor		X		X
	vegetus		X	X	X
(Euonymus japonicus)	Aureomarginata		X		X
	microphylla variegata	X	X	X	X
	"Moness" silver princess	X	X	X	X
	silver king		X		X
(Euonymus kiatschovicus)	Manhattan	X	X	X	X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
euryops, green leaved *(Euryops pectinatus)*	viridis	X	X	X	X
fan palm, European *(Chamaerops humilis)*			X		X
fan palm, Mexican *(Washington/a robusta)*			X		X
fern (various) (*Asparagus* spp.)			X		X
fescue *(Festuca glauca)*			X		X
fescue, blue *(Festuca cinerea)*	Elijah blue		X	X	X
fetterbush *(Leucothoe fontaneslana)*	rainbow		X		X
ficus *(Ficus retusa)*	nitidia		X		X
fir fraser *(Abies fraseri)*			X		X
fortnight lily *(Moraea bicolor)*		X	X	X	X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
Forsythia					
(*Forsythia* x Arnold Dwarf)	arnold dwarf		X		X
(Forsythia viridissima)	bronxensis dwarf		X		X
(Forsythia x intermedia)	lynwood gold		X		X
(Forsythia x Meadowlark)	meadowlark		X		X
(Forsythia x intermedia)	spring glory	X	X	X	X
(Forsythia suspensa)	weeping		X		X
fountain grass, purple *(Pennisetum setaceum)*	rubrum	X	X	X	X
fuchsia (*Fuchsia* spp.)			X		X
galium *(Galium ordoratum)*			X		X
gardenia	mystery		X		X
(Gardenia jasminoides)	radicans	X	X	X	X
	veitchii	X	X	X	X
(Gardenia thunbergia)	white gem	X	X	X	X
Garlic, variegated society *(Thulbaghia violacea)*	variegata	X	X	X	X
gayfeather *(Liatris spicata)*	floristan violet	X	X	X	X
geranium *(Pelarqonium x hortorum)*			X		X
globe thistle *(Echinops ritro)*		X	X	X	X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
gum *(Eucalyptus citriodora)*			X		X
hawthorn (*Crataegus* spp.)	cockspur white crimson cloud enchantress Jack Evans Washington white		X X X X X		X X X X X
hawthorn, Indian *(Rhaphiolepsis indica)*	ballerina	X	X	X	X
heather, twisted *(Erica cinerea)*	Mediterranean pink		X		X
heliotrope *(Hellotropum arborescens)*	Iowa		X	X	X
hemlock, Canada *(Tsuga canadensis)*			X		X
hibiscus (*Hibiscus* spp.) *(Hibiscus rosa-sinensis)*	blue bird brilliant hula girl Seminole pink		X X X X	 X	X X X X
holly (*flex x* 'Nellie R. Stevens') *(flex x attenuata)*	Nellie R. Stevens fosteri Savannah	X	X X X	X	X X X
holly, blue *(flex x meserveae)*	blue boy blue girl China girl		X X X		X X X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
holly, cassine *(Ilex cassine)*		X	X	X	X
holly, Chinese *(Ilex cornuta)*	burfordii needlepoint		X X		X X
holly, Japanese *(Ilex crenata)*	compacta hellerie Japanese northern beauty steeds	 X	X X X X	 X	X X X X
holly, yaupon *(Ilex vomitoria)*			X		X
honeysuckle *(Lonicera xylosteum)* *(Lonicera japonica)* *(Lonicera tatarica)* *(Lonicera x brownii)*	 Claveyl dwarf halliana Canadian white Zabelli dropmore scarlet	 X	 X X X X X	 X	 X X X X X
hop bush, purple *(Dodonea viscosa)*	purpurea	X	X	X	X
hosta *(Hosta sieboldii)* *(Hosta lancifolia)*	 alba marginata		 X X		 X X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
ice plant *(Carpobrotus edulis)*		X	X	X	X
ice plant, rosea *(Drosanthemum floribundum)*		X	X	X	X
ice plant, white trailing *(Delosperma alba)*		X	X	X	X
ice plant, purple *(Lampranthus productus)*		X	X	X	X
Ice plant, red spike *(Cephalophyllum alstonii)*		X	X	X	X
Impatiens (*Impatiens* spp.)			X		X
iris (*Iris* spp.)	dwarf blue wedgewood		X X		X X
Ivy, English *(Hedera helix)*	Bulgaria thorndale		X X		X X
jasmine, Asian *(Trachelospermum asiaticum)*			X		X
jasmine, star *(Trachelospermum jasminoides)*			X		X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
juniper (*Juniperus* spp.)	Arcadia		X		X
	Armstrong		X		X
	par harbor		X		X
	blue chip	X	X	X	X
	blue Pacific		X		X
	blue rug	X	X	X	X
	blue star		X		X
	broadmoor		X		X
	buffalo		X		X
	calgary carpet		X		X
	emerald sea		X		X
	emerald spreader		X		X
	endora compacta		X		X
	fruitlandi		X		X
	green		X		X
	gold tip		X		X
	hetzi		X		X
	hughes		X		X
	icee blue	X	X	X	X
	Manhattan blue		X		X
	parsoni		X		X
	pfitzeriana		X		X
	plumosa		X		X
	Prince of Wales		X		X
	procumbens dwarf		X		X
	San Jose		X		X
	sargent blue		X		X
	sargent green		X		X
	scandia		X		X
	scopulorum moonglow		X		X
	spartan		X		X
	tamariscifolia		X		X
	weberi		X		X
	Youngstown		X		X
	Yukon belle		X		X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
juniper *(Juniperus chinensis)*	blue point gold coast torulosa - Hollywood twisted	X X X	X X X	X X X	X X X
juniper, shore *(Juniperus conferta)*	sea of gold	X	X	X	X
juniper *(Juniperus procumbnes nana)*	prostrate Japanese garden	X	X	X	X
juniper *(Juniperus sabina 'tamariscifolia')*	tamarix	X	X	X	X
juniper *(Juniperus scopulorum)*	scopulorum skyrocket	X	X	X	X
king palm *(Archontophoenix cunninghamiana)*		X	X	X	X
lantana *(Lantana sellowiana)*		X	X	X	X
laurel, Carolina cherry *(Prunus caroliniana)*	bright n' tight	X	X	X	X
laurel, mountain *(Kalmia latifolia)*			X		X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
leucothoe *(Leucothoe fontanesiana)*			X		X
ligustrum, Japanese *(Ligustrum japonicum)*			X		X
lily (*Agapanthus* spp.)	streamline		X		X
Lily of the Nile *(Agapanthus africanus)*	albus Peter Pan		X X		X X
lilyturf *(Liriope muscari)*	evergreen giant lilac beauty majestic monroe white silvery sunproof variegata	 X X 	X X X X X X	 X X 	X X X X X X
lilyturf, creeping *(Liriope spicata)*			X		X
magnolia, saucer *(Magnolia x soulangeana)*		X	X	X	X
mandeville *(Mandevilla splendens)* *(Mandevilla x amabilis)*	 Red Riding Hood crimson jewel	 X X	 X X	 X X	 X X
maple, amur *(Acer ginnala)*	emerald elf	X	X	X	X
maple, Japanese *(Acer palmatum)*			X		X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
maple, Norway *(Acer platanoides)*			X		X
maple, red[1] *(Acer rubrum)*	red sunset	X	X	X	X
maple, silver *(Acer saccharinum)*			X		X
maple sugar[1] *(Acer saccharum)*			X		X
marguerite, blue *(Felicia amelloides)*		X	X	X	X
marigold *(Tageies patula)*	honeycomb variegata wheeleris dwarf		X X X		X X X
mock orange[1] (*Philadelphus* spp.)	golden snowflake double white		X X		X X
mondo grass *(Ophiopogon japonicus)*			X		X
moss rose *(Portulaca grandiflora)*	sunnyside		X		X
mountainash *(Sorbus aucuparia)*			X		X
myrtle, crape *(Lagerstroemia indica)*	faurel langer muskogee standard pink zuni	 X	X X X X	 X	X X X X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
myrtle, wax *(Myrica californica)*			X		X
narcissus (*Narcissus* spp.)			X		X
New Zealand flax (*Phormium* spp.) *(Phormium tenax)*	rainbow chief rainbow queen Jack Spratt	X X X	X X X	X X X	X X X
oak, laurel *(Quercus laurifolia)*			X		X
oak, pin *(Quercus palustris)*			X		X
oak, red *(Quercus rubra)*			X		X
oak, southern *(Quercus virginiana)*			X		X
oak, willow *(Quercus phellos)*			X		X
oleander *(Nerium oleander)*	hardy red Mrs. Reeding petite pink sister agnes	 X	X X X X	 X	X X X X
osmanthus, holly leaf *(Osmanthus heterophyllus)*	goshiki	X	X	X	X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
osteospermum *(Osteospermum fruticosum)*	whirligig		X		X
pachysandra *(Pachysandra terminalis)*			X		X
palm, bangalow *(Archontophoenix cuninghamiana)*			X		X
palm, bismark *(Bismarckia nobilis)*			X	X	X
palm, California fan *(Washingtonia filifera)*		X	X	X	X
palm, cardboard *(lamia furfuracea)*		X	X	X	X
palm, majesty *(Ravenea rivularis)*		X	X	X	X
palm, paurotis *(Acoelorraphe wrightii)*		X	X	X	X
palm, queen *(Syagrus romanzoffianum)*		X	X	X	X
pampas grass *(Cortaderia selloana)*	ivory feathers		X		X
pansy *(Viola x wittrockiana)*			X		X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
paper flower *(Bougainvillea glabra)*	Barbara Karst	X	X	X	X
peach[1] *(Prunus persica)*			X		X
pepper tree, California *(Schinus molle)*		X	X	X	X
periwinkle, dwarf *(Vinca minor)*			X		X
petunia *(Petunia x hybrida)*	picoti		X		X
philodendron, tree *(Philodendron selloum)*		X	X	X	X
photinia, red tip *(Photinia x fraseri)*			X		X
pieris *(Pieris taiwanensis)*			X		X
pieris, Japanese *(Pieris japonica)*	mountain fire		X		X
pine, Afghan *(Pinus eldarica)*		X	X	X	X
pine, aleppo *(Pinus haiapensis)*		X	X	X	X
pine, Austrian black *(Pinus nigra)*		X	X	X	X
pine, Canary Island *(Pinus canariensis)*		X	X	X	X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
pine, Japanese black *(Pinus thunberglia)*		X	X	X	X
pine, loblolly *(Pinus taeda)*			X		X
pine, longleaf *(Pinus palustris)*			X		X
pine, mugo or Swiss Mt. *(Pinus mugo)*			X		X
pine, Scotch *(Pinus sylvestris)*			X		X
pine, slash *(Pinus elliottii)*			X		X
pine, Virginia *(Pinus virginiana)*			X		X
pine, white *(Pinus strobus)*		X	X	X	X
pineapple, guava[1] *(Feijoa sellowiana)*			X		X
pittosporum, *(Pittosporum tobira)*	Wheeler's dwarf shimi creme de menth golf ball	X X X	X X X	X X X	X X X
plumbago, cape *(Plumbago auriculata)*	royal cape	X	X		X
plume grass *(Erianthus ravennae)*			X	X	X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
potentilla *(Potentilla fruticosa)* *(Potentilla nepalensis)*	 abbotswood 	 	 X X	 	 X X
privet *(Ligustrum x vicaryii)* *(Ligustrum japonicum)*	 golden vicary regal texanum yellow tipped	 X 	 X X X X	 X 	 X X X X
privet, glossy *(Ligustrum lucidum)*			X		X
pyracantha or firethorn *(Pyricantha 'Gnome)* *(Pyricantha coccinea)* *(Pyracantha koidzumii)*	 gnome lalandei victory	 X 	 X X X	 X X	 X X X
queen palm *(Arecastrum rammanzoffianum)*			X		X
quince, Japanese[1] *(Chaenomeles japonica)*			X		X
red hot poker *(Kniphofia uvaria)*	flamenco	X	X	X	X
redbud, eastern *(Cercis canadensis)*			X	X	X
redwood, coast *(Sequoia sempervirens)*		X	X	X	X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
rhododendron (*Rhododendron* spp.)	album Cunningham white PJM purple gem silvery pink		X X X X X		X X X X X
rhododendron, Carolina *(Rhododendron carolinianum)*			X		X
rhododendron, catawba *(Rhododendron catawbiense)*			X		X
rhododendron, rhodie max - rosebay *(Rhododendron maximum)*			X		X
ribbon grass *(Phalaris arundinacea)*			X		X
rockcress *(Arabis caucaisca)*	snowcap		X		X
rose[1] *(Rosa banksiae)*	luta		X		X
rose, groundcover *(Rosa x Noare)* *(Rosa x Noaschnee)* *(Rosa x Noatrum)*	 flower carpet red flower carpet white flower carpet pink	 X X X	 X X X	 X X X	 X X X
rose, knockout shrub (*Rosa* spp. hybrid)	knockout	X	X	X	X
rosemary[1] *(Rosmarinus officinalis)*			X		X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
rosemary, bog *(Andromeda polifolia)*	nana		X		X
salvia *(Salvia farinacea)*	rhea		X		X
sedge, leather leaf *(Carex buchananii)*		X		X	X
sedum *(Sedum spurium)*	dragon blood red red carpet yellow		X X X		X X X
silk tree *(Albizia julibrissin)*		X	X	X	X
smoketree, royal purple *(Cotinus coggygria)*	royal purple		X		X
snapdragon (*Antirrhinum* spp.)			X		X
snow-in-summer *(Cerastium tomentosum)*		X	X	X	X
snowball, common *(Viburnum opulus)*	sterile	X	X	X	X
sourwood *(Oxydendrum arboreum)*			X		X
spiraea *(Astilbe X arendsii)*	fanall		X		X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
spiraea (*Spiraea* spp.)	Anthony Waterer red dolchica froebeli pink golden flame red snowmound white Van Houtte white		X X X X X X		X X X X X X
spiraea, garland *(Spiraea x arguta)*			X		X
spruce, Black Hills *(Picea glauca var densata)*			X		X
spruce, Colorado blue *(Picea pungens)*	glauca	X	X	X	X
spruce, dwarf Alberta *(Picea glauca v. albertiana)*	conlea	X	X	X	X
spruce, Norway *(Picea abies)*			X		X
spruce, white *(Picea glauca)*	conica		X		X
spurge, Japanese *(Pachysandra terminalis)*	green sheen	X	X	X	X
sweet bay *(Laurus nobilis)*			X	X	X
sweetflag *(Acorus calamus)* *(Acorus gramineus)*	 ogon	 X	 X X	 X	 X X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
sweetgum *(Liquidambar styraciflua)*			X		X
sweet olive *(Osmanthus fragrans)*			X	X	X
sycamore *(Platanus occidentalis)* *(Platanus racemosa)*	American California	 X	X X	X X	X X
tea tree, New Zealand *(Leptospermum scoparium)*	ruby glow martini	X X	X X	X X	X X
tree fern (tiki fern) *(Asparaqus virgatus)*			X		X
trumpet flower or Carolina Jessamine *(Gelsemium sempervirens)*			X		X
tulip (*Tulip* spp.)	apeldoorn		X		X
tufted hairgrass *(Deschampsia caespitosa)*			X		X
verbena, shrub *(Lantana sellowiana)*			X		X
Verbena, St. Paul's *(Verbena peruviana)*	St. Paul		X		X

(continued)

		Container Grown Ornamentals Acceptable Application Method Noted by a (X)		Field/Landscape Grown Ornamentals Acceptable Application Method Noted by a (X)	
Name	**Tolerant Cultivars**	**Over the Top**	**Directed**	**Over the Top**	**Directed**
viburnum (*Viburnum* spp.)	American cranberry bush arrowood European cranberry bush linden Mohican wright		X X X X X X		X X X X X X
vinca (periwinkle) *(Vinca minor)*			X		X
windmill palm *(Trachycarpus fortunei)*			X		X
wisteria, Japanese *(Wisteria floribunda)*	Texas purple	X	X	X	X
xylosma *(Xylosma congestum)*			X		X
yarrow (*Achillea* spp.)			X		X
yaupon *(flex vomitoria)*	dwarf		X		X
yellow bells *(Tacoma stans)*		X	X	X	X
yesterday today-and-tomorrow *(Brunfelsia pauciflora)*	floribunda	X	X	X	X
Yew *(Taxus cuspidata)* *(Taxus x media)*	capitata denisiformis	X	X X	X	X X
yucca, red *(Hesperaloe parvifolia)*		X	X	X	X

[1] Ornamental species only. Do not use on plants grown for food.

STORAGE AND DISPOSAL

Do not contaminate water, food, or feed by storage or disposal or cleaning of equipment.

PESTICIDE STORAGE: Store in original container in dry, cool, secured storage area. Store this product above 32°F to avoid crystallization. If crystals form or product freezes, move product to area with ambient temperature above 32°F and shake well until crystals have dissolved.

PESTICIDE DISPOSAL: Wastes resulting from the use of this product must be disposed of on site or at an approved waste disposal facility. Pesticide wastes are toxic. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal law. If these wastes cannot be used according to label instructions, contact your State Pesticide or Environmental Control Agency or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

CONTAINER HANDLING:

Nonrefillable Container (five gallon or less): Nonrefillable container. Do not reuse or refill this container. Offer for recycling, if available. Clean container promptly after emptying. Triple rinse as follows: Empty the remaining contents into application equipment or a mix tank and drain for 10 seconds after the flow begins to drip. Fill the container ¼ full with water and recap. Shake for 10 seconds. Pour rinsate into application equipment or a mix tank or store rinsate for later use or disposal. Drain for 10 seconds after the flow begins to drip. Repeat this procedure two more times. If recycling is not available, puncture or dispose of in a sanitary landfill or incineration or if allowed by state and local authorities, by burning. If burned stay out of smoke.

LIMITATION OF WARRANTY AND LIABILITY

Read the entire direction for use, conditions of warranties and limitations of liability before using this product. If terms are not acceptable, return the unopened product container at once. By using this product, user or buyer accepts the following **CONDITIONS, DISCLAIMER OF WARRANTIES, and LIMITATIONS OF LIABILITY.**

CONDITIONS: The directions for use of this product are believed to be adequate and must be followed carefully. However, it is impossible to eliminate all risk associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or the manner of use or application, all of which are beyond the control of United Turf Alliance, LLC. To the extent consistent with applicable law, all such risks shall be assumed by the user or buyer.

DISCLAIMER OF WARRANTIES: To the extent consistent with applicable law, United Turf Alliance, LLC makes no other warranties, express or implied, of merchantability or of fitness for a particular purpose or otherwise, that extend beyond the statements made on this label. No agent of United Turf Alliance, LLC is authorized to make any warranties beyond those contained herein or to modify the warranties contained herein. To the extent consistent with applicable law, United Turf Alliance, LLC disclaims any liability whatsoever for special, incidental or consequential damages resulting from the use or handling of this product.

LIMITATIONS OF LIABILITY: To the extent consistent with applicable law, the exclusive remedy of the user or buyer for any and all losses, injuries or damages resulting from the use or handling of this product, whether in contract, warranty, tort, negligence, strict liability or otherwise, shall not exceed the purchase price paid or at United Turf Alliance, LLC election, the replacement of product.

ArmorTech is a registered trademark of United Turf Alliance, LLC

ArmorTech®

CGC 2L

Specialty Herbicide

Preemergence and Early Postemergence Herbicide for Weed Control in Established lawns, Commercial sod farms, Non-cropland and Industrial Sites, Ornamental Turf (including Golf Course Fairways, Roughs, Tee Boxes), Container-grown Ornamentals, Field-grown Ornamentals, and Landscape Ornamentals.

ACTIVE INGREDIENT:

dithiopyr: S, S'-dimethyl 2-(difluoromethyl)-4-(2-methylpropyl)-6-(trifluoromethyl)-3,5-pyridinedicarbothioate 23.6%

OTHER INGREDIENTS: 76.4%

TOTAL: 100.0%

Contains 2 lbs active ingredient per gallon or 240 grams per liter.

EPA Reg. No. 53883-311-86064 EPA Est. No. 37429-GA-001[BT]; 37429-GA-002[BO]

Letter(s) in lot number correspond(s) to superscript in EPA Est. No.

Keep Out Of Reach Of Children

WARNING AVISO

Si usted no entiende la etiqueta, busque a alguien para que se la explique a usted en detalle.
(If you do not understand the label, find someone to explain it to you in detail.)

See Additional Precautionary Statements and Directions for Use inside booklet.

ArmorTech is a registered trademark of United Turf Alliance, LLC

Distributed by: United Turf Alliance, LLC
8014 Cumming Highway, Suite 403-282
Canton, GA 30015

Net Contents: 1 Gallon

EPA 20121221

United Turf Alliance

SAFETY DATA SHEET
Armor Tech CGC 2 L

1. IDENTIFICATION

Product name:	**Armor Tech CGC 2 L**
Product type:	Herbicide
EPA Registration No.:	53883-311-86064
Chemical name of active ingredient(s):	Dithiopyr: 3,5-pyridinedicarbothioic acid, 2-(difluoromethyl)-4-(2-methylpropyl)-6-(trifluoromethyl)-S,S-dimethyl ester
Manufacturer/Registrant:	Control Solutions, Inc. 5903 Genoa-Red Bluff Pasadena, TX 77507
For fire, spill, and/or leak emergencies, contact Chemtrec:	Phone: 1-800-424-9300
Poison Control Center	Phone: 1-800-222-1222

2. HAZARDS IDENTIFICATIONS

OSHA HCS CLASSIFICATION (29 CFR 1910.1200)

Acute Toxicity:

	Acute oral	Acute dermal	Acute inhalation	Eye irritation	Skin irritation	Skin Sensitization
Category	NC	NC	NC	2A	2	NC

NC: Not classified

SIGNAL WORD: WARNING

HAZARD STATEMENTS:

- Cause serious eye irritation
- Suspected of developmental and reproductive effects

PICTOGRAM:

PRECAUTIONARY STATEMENTS: Wash hands thoroughly after handling. Wear eye protection and face protection. If in eyes: Rinse cautiously with water for several minutes. Remove contact lenses, if present and easy to do. Continue rinsing. If eye irritation persists: get medical advice. Wear protective gloves. If on skin: wash with plenty of water. If skin irritation occurs: get medical advice: Take off contaminated clothing and wash it before reuse.

Obtain special instructions before use. Do not handle until all safety precautions have been read and understood. Wear protective gloves and protective clothing, eye and face protection. If exposed or concerned: get medical advice. Store locked up

3. COMPOSITION/INFORMATION ON INGREDIENTS

COMMON	CAS NO.	%	OSHA PEL	ACGIH TLV	OTHER	NTP/IARC/OSHA

NAME						(Carcinogen)
Dithiopyr	97886-45-8	23.8	NE	NE	NE	NA
Cyclohexanone	108-94-1	13.0	50 ppm 200 mg/m^3 (TWA)	20 ppm (TWA) 50 ppm (STEL, skin)	25 ppm 100 mg/m^3 (TWA)*	IARC – 3**
2-Ethylhexanol	104-76-7	1.9	NE	NE	NE	NA

NE=Not established; NA=Not applicable.
* NIOSH REL
** IARC Group 3: Not classifiable as to its carcinogenicity to humans.

4. FIRST AID MEASURES

FIRST AID	
IF IN EYES:	• Hold eye open and rinse slowly and gently with water 15-20 minutes. • Remove contact lenses, if present, after the first 5 minutes, then continuing rinsing eye. • Call a poison control center or doctor for treatment advice.
IF SWALLOWED:	• Call a poison control center or doctor immediately for treatment advice. • Have person sip a glass of water if able to swallow. • Do not induce vomiting unless told to do so by the poison control center or doctor. • Do not give anything by mouth to an unconscious person.
IF ON SKIN OR CLOTHING:	• Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes. • Call a poison control center or doctor for treatment advice.
IF INHALED:	• Move person to fresh air. • If person is not breathing, call 911 or an ambulance, then give artificial respiration, preferably by mouth-to-mouth if possible. • Call a poison control center or doctor for further treatment advice.
Have the product container or label with you when calling a poison control center or doctor, or going for treatment.	

5. FIRE FIGHTING MEASURES

FLASH POINT: 146°F (63.3°C)
FLAMMABLE LIMITS: Not applicable
EXTINGUISHING MEDIA: Water fog, CO_2, foam, dry chemical.
FIRE & EXPLOSION HAZARDS: Pesticide fires have potential to emit hazardous decomposition products.

FIRE-FIGHTING PROCEDURES: Isolate fire area and evacuate downwind. DO NOT breathe gases, smoke or vapors generated. Wear self-contained breathing apparatus and full-protective clothing.

HAZARDOUS DECOMPOSITION PRODUCTS: May release irritating and toxic gases due to thermal decomposition.

6. ACCIDENTAL RELEASE MEASURES

ACTION TO TAKE FOR SPILLS/LEAKS: Contain spill. Remove as much product as possible by absorbing with inert material. Scrub area with a hard water detergent. Remove any contaminated soil. Place in closed, labeled containers and store in a safe place until disposed. Do not contaminate water while cleaning equipment or disposing of wastes. This product is toxic to fish. Keep out of lakes, streams or ponds. Use proper protective equipment to minimize exposure. Take all necessary actions to prevent and to remedy the adverse effects of the spill. Ensure that the disposal is in compliance with federal requirements and state or local regulations.

7. HANDLING AND STORAGE

PRECAUTIONS TO BE TAKEN IN HANDLING: Do not contaminate water, food, or feed by storage or disposal or cleaning of equipment. Carefully open containers and after partial use close container tightly. Avoid contact with skin, eyes or clothing. Avoid breathing spray mist. Wash thoroughly with soap and water after handling. Remove contaminated clothing and wash before reuse.

PRECAUTIONS TO BE TAKEN IN STORAGE: Store in original container in dry, cool, secured storage area. Store this product above 32°F to avoid crystallization. If crystals form or product freezes, move product to area with ambient temperature above 32°F and shake well until crystals have dissolved.

STORAGE TEMPERATURE (MIN/MAX): Above 32°F.

8. EXPOSURE CONTROLS/PERSONAL PROTECTION

THE FOLLOWING RECOMMENDATIONS FOR EXPOSURE CONTROLS/PERSONAL PROTECTION ARE INTENDED FOR THE MANUFACTURE, FORMULATION, PACKAGING AND USE OF THIS PRODUCT.

FOR COMMERCIAL APPLICATIONS AND/OR ON-FARM APPLICATIONS CONSULT THE PRODUCT LABEL.

EYE PROTECTION: Protective eyewear or chemical safety glasses with side shields or chemical goggles when working in non-ventilated spaces.

HAND PROTECTION: Chemical-resistant gloves.

SKIN PROTECTION: Long-sleeve shirt, long pants, shoes plus socks.

RESPIRATOR REQUIREMENTS: For most conditions, no respiratory protection should be needed; however, if handling without sufficient ventilation, use NIOSH approved air-purifying respirator with any N, P or R95 class filter and an organic vapor cartridge.

VENTILATION: Whenever possible, adequate ventilation should be used to minimize the need for personal protective equipment.

ADDITIONAL PROTECTIVE MEASURES:
Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry. Discard clothing and other absorbent materials that have been drenched or heavily contaminated with this product. Do not reuse them.

USER SAFETY RECOMMENDATIONS:
Users Should:

- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

EXPOSURE GUIDELINES: Refer to Section 3.
ENGINEERING CONTROLS: Refer to product label. Minimize airborne concentrations.

9. PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE: Dark brown liquid
ODOR: Sweetish
pH: 3.25 (1% dispersion)
FLASH POINT: 146°F (63.3°C)
SPECIFIC GRAVITY: 1.014 g/cc (8.46 lb/gal) at 25°C; 1.000 g/cc (8.35 lb/gal) at 39°C
VISCOSITY (centipoise): 9.83 at 25°C; 6.10 at 39°C

10. STABILITY AND REACTIVITY

STABILITY: Stable under normal conditions. Store above 32°F.
MATERIALS OR CONDITIONS TO AVOID: Oxidizing agent. Avoid excessive heat.
HAZARDOUS DECOMPOSITION PRODUCTS: May release irritating and toxic gases due to thermal decomposition.
HAZARDOUS POLYMERIZATION: Will not occur.

11. TOXICOLOGICAL INFORMATION

ACUTE TOXICITY/IRRITATION STUDIES:

Acute Oral LD_{50} (Rat): > 5,000 mg/kg
Acute Dermal LD_{50} (Rabbit): > 2,020 mg/kg
Acute Inhalation LC_{50} (Rat): > 2.34 mg/L/4 hr
Eye Irritation: Moderately irritating
Skin Irritation: Slightly irritating
Dermal Sensitization: Not a skin sensitizer

Chronic Toxicity/Carcinogenicity:

Dithiopyr: Did not cause cancer in laboratory animals.

Developmental Toxicity:

Dithiopyr: Did not cause birth defects or other effects in the fetus even at doses which caused toxic effects in the mother.

2-ethylnexanol: Excessive ingestion of 2-ethylnexanol caused birth defects in laboratory animals only at doses toxic to the mother. Occupational exposure to 2-ethylhexanol by the inhalation or dermal routes poses no significant threat to the offspring in laboratory animals.

Cyclohexanone: Did not cause birth defects in laboratory animals.

Reproductive Toxicity:

Dithiopyr: In animal studies, dithiopyr did not interfere with reproduction.

Cyclohexanone: Caused reduced growth and survival of offspring in an animal reproduction study. Dose levels producing this effect also caused central nervous system effects in parental animals.

Carcinogenicity:

Cyclohexanone: IARC Group 3: Not classifiable as to its carcinogenicity to humans.

Genetic Toxicity:
Dithiopry: Animal genetic toxicity studies were negative.

12. ECOLOGICAL INFORMATION

ENVIRONMENTAL HAZARDS: This product is toxic to fish and highly toxic to other aquatic organisms including oysters and shrimp. Use with care when applying to turf areas adjacent to any body of water. Drift and run off from treated turf may be hazardous to aquatic organisms in water adjacent to treated areas. Do not apply directly to water, or to areas where surface water is present, or to intertidal areas below the mean high water mark. Do not apply when weather conditions favor drift from treated areas. Do not contaminate water when disposing of equipment wash water or rinsate.

ECOTOXICOLOGICAL INFORMATION:

Dithiopyr: Material is highly toxic to aquatic on an acute basis (LC_{50}/EC_{50} between 0.1 and 1 mg/L in the most sensitive species tested). Material is practically non-toxic to birds on an acute basis (LD_{50}>2,000 mg/kg). Material is practically non-toxic to birds on a dietary basis (LC_{50}>5,000 ppm)

Rainbow trout LC_{50} (96-h): 0.5 mg/l

Daphnia magna LC_{50} (48-h): > 1.1 mg/l

Bobwhite LD_{50} (oral): 2,250 mg/kg

Bobwhite LC_{50} (dietary): > 5,620 ppm

Mallard LC_{50} (dietary): > 5,620 ppm

Honey bee (LD_{50}) (contact): 80 µg/bee

Earthworm LC_{50} (adult): > 1,000 mg/kg

Environmental Fate: Biodegradation may occur under aerobic conditions (in the presence of oxygen).

Cyclohexanone: Material is practically non-toxic to aquatic organisms on an acute basis ($LC_{50}/EC_{50}/EL_{50}/LL_{50}$ > 100 mg/L in the most sensitive species tested).

Golden orfe LC_{50} (48-h, static): 630 mg/l

Daphnia magna EC_{50} (24-h, immobilization): 820 mg/l

Environmental Fate: Material is readily biodegradable.

2-Ethylhexanol: Material is slightly toxic to aquatic organisms on an acute basis (LC_{50}/EC_{50} between 10 and 100 mg/L in the most sensitive species tested).

Rainbow trout LC_{50} (96-h): 32 – 37 mg/l

Daphnia magna LC_{50} (48-h, lethality): 35.2 mg/l

Green alga EC_{50} (growth rate inhibition, 72-h): 11.5 mg/l

Environmental Fate: Material is readily biodegradable.

13. DISPOSAL CONSIDERATIONS

PESTICIDE DISPOSAL: Pesticide wastes are toxic. Improper disposal of excess pesticide, spray mixture, or rinsate is a violation of Federal law. If these wastes cannot be used according to label instructions, contact your State Pesticide or Environmental Control Agency or the Hazardous Waste representative at the nearest EPA Regional Office for guidance.

CONTAINER DISPOSAL: Dispose of product containers, waste containers, and residues according to label instructions and local, state, and federal health and environmental regulations.

14. TRANSPORT INFORMATION

Ground Domestic (DOT):
Non-bulk: Not Regulated
Bulk: NA 1993, Combustible Liquid (contains solvent), PG III
Packaging size >or = 497 gallons: RQ, NA 1993, Combustible Liquid (contains solvent), PG III

Vessel (IMDG): UN3082, Environmentally Hazardous substances, liquid, n.o.s. (Dithiopyr), 9, PG III, Marine Pollutant

Air (IATA): UN3082, Environmentally Hazardous substances, liquid, n.o.s. (Dithiopyr), 9, PG III

15. REGULATORY INFORMATION

FIFRA INFORMATION:
This chemical is a pesticide product registered by the Environmental Protection Agency and is subject to certain labeling requirements under federal pesticide law. These requirements differ from the classification criteria and hazard information for safety data sheet, and for workplace labels of non-pesticide chemicals. Following is the hazard information as required on the pesticide label.

WARNING Causes substantial but temporary eye injury. Harmful if absorbed through skin. Do not get in eyes on skin or on clothing. Wash thoroughly with soap and water after handling and before eating, drinking, chewing gum, using tobacco or using the toilet. Remove and wash contaminated clothing

before reuse. Wear protective eye wear (goggle, face shield, or safety glasses), long-sleeved shirt and long pants, socks, shoes, and chemical-resistant gloves.

SARA TITLE III CLASSIFICATION:

Section 302: Not applicable.
Section 311/312: Acute health hazard (immediate)
Chronic health hazard (delayed)
Section 313: Not applicable

CA PROPOSITION 65: Not applicable.

CERCLA RQ: Cyclohexanone RQ= 1,000 lbs. (Product= 497 gallons)

RCRA CLASSIFICATION: Under RCRA, it is the responsibility of the product user to determine at the time of disposal, whether a material containing the product or derived from the product should be classified as a hazardous waste.

TSCA STATUS: The ingredients of this product are listed on the TSCA inventory or are exempt.

16. OTHER INFORMATION

HAZARD RATINGS	NFPA		
HEALTH:	2	0	MINIMAL
FLAMMABILITY:	1	1	SLIGHT
REACTIVITY:	0	2	MODERATE
		3	HIGH
		4	SEVERE

MSDS DATE: 1-23-2013. Supersedes version dated 1-3-2012. Changes made to all sections.

The information and recommendations contained herein are based upon data believed to be correct. However, no warranty of any kind, expressed or implied, is made with respect to the information contained herein.

Foliar·Pak

PROMOTE

4-0-1

GUARANTEED ANALYSIS

Total Nitrogen (N) 4.0%
- 3.25% Urea Nitrogen (N)
- 0.75% Nitrate Nitrogen (N)

Soluble Potash (K_2O) 1.0%

Iron (Fe) 0.5%
- 0.5% Chelated Iron (Fe)

Manganese (Mn) 0.2%
- 0.2% Chelated Manganese (Mn)

Derived from: urea, potassium nitrate, iron EDTA, manganese EDTA

NON-PLANT FOOD INGREDIENTS

Humic Acid 4%
Alkyl Block Polymer 20%
Seaweed Extract 4%

Derived from: humic substances, non-ionic surfactant, Ascophylum nodosum

CONTENTS

2.5 gallons (9.46 liters)
weight / gal: 9.2 lbs
pH: 6.5

Net Weight: 23.5 lbs

Promote

4-0-1

GENERAL USE GUIDE

This product can be tank mixed with most fertilizers and pest control products. A compatibility test should be performed prior to use.

Golf Course	**Green and Tees:** Apply 2.0 to 4.0 fl oz per 1,000 sq ft. Repeat application every 7 to 14 days. Irrigate into root zone within 24 to 48 hours for best result. **Fairways:** Apply 3.0 to 6.0 fl oz per 1,000 sq ft. Repeat application every 2 to 4 weeks. Irrigate into root zone within 24 to 48 hours for best result. **High Stress Areas:** Apply 6.0 to 12.0 fl oz per 1,000 sq ft. Irrigate enough to ensure one inch of penetration into root zone. Repeat application every 2 to 4 weeks, or as conditions warrant.
Professional Lawn Care	**Newly Seeded Lawns:** Apply 6.0 fl oz per 1,000 sq ft. Use sufficient water for uniform coverage. Repeat application after germination to encourage deeper root formation. **Established Lawns:** Apply 3.0 to 6.0 fl oz per 1,000 sq ft. Repeat application at 3.0 fl oz per 1,000 sq ft monthly during growing season. **Hydro Seeding:** Apply 6.0 fl oz per 1,000 sq ft or 2.0 gal per acre at seeding. Repeat application after germination to encourage deeper root formation.
Sod Farms	**Sod Installation:** Apply 1.0 to 2.0 gal per acre. Repeat application monthly throughout the growing season. **Sod Farms:** Apply 1.0 gal per acre after seeding., Application at 1.0 gal per acre prior to cutting reduces shipping stress.
Trees and Ornamental	**Annuals, Perennials, and Ornamentals:** Spray soil and plants with a solution of 1 to 2 tsp per gal of water. Water plants thoroughly after application. **Planting Trees and Shrubs:** Use 1 or 2 qt per 100 gal of water. Apply as a soil drench 2 to 5 gal per plant. May repeat in 30 days. **Feeding Trees and Shrubs (Injection):** Use 1 to 2 qt per 100 gal of water. Inject over 3,000 sq ft area. **Soil Drench and Transplants:** Apply 2.5 to 5.0 fl oz per gal of water. Thoroughly drench area.

KEEP OUT OF REACH OF CHILDREN AND STORE MATERIALS IN CLEARLY MARKED CONTAINERS

Do not store in temperatures below 40°F.

NOTICE: ENP Investments LLC warrants that the product conforms to its chemical description and is reasonably fit for the purposes stated on the label when used in accordance with the directions under normal conditions of use. ENP Investments LLC will not be responsible for incidental or consequential damage resulting from the use of this product contrary to instructions or under abnormal conditions or under conditions not reasonably foreseeable to ENP Investments LLC.

Foliar-Pak

MANUFACTURED BY
ENP Investments, LLC
P.O. Box 618, 2001 W. Main St.
Mendota, IL 61342
800.255.4906

MATERIAL SAFETY DATA SHEET

MANUFACTURED BY :

EnP Investments LLC
2001 W. Main Street
Mendota, IL 61342
(800) 255-4906

1. PRODUCT IDENTIFICATION

PRODUCT TRADE NAME: Foliar Pak Promote
CHEMICAL FAMILY: **Liquid wetting agent/ soil penetrant**
FORMULA:
SYNONYMS: Soil and Fertilizer additive
CAS NUMBER: NA, Formulated Mixture.
EPA NUMBER: None required.

DATE PREPARED: August 27, 2010
DATE REVISED: October 9, 2012

National Fire Protection Association Rating
Rating level: 4-Extreme, 3-High, 2-Moderate, 1-Slight, 0-Minium

Health	0
Flammability	0
Reactivity	0

2. INGREDIENTS AND HAZARDS

HAZARD CLASSIFICATION: IRRITANT

HAZARDOUS INGREDIENTS	CAS #	LIMITS
None		

3. PHYSICAL DATA

APPEARANCE: Dark Brown Liquid
ODOR: Earthy odor
SPECIFIC GRAVITY: **1.23**
BOILING POINT: 212° F
FREEZING POINT:

BULK DENSITY: N/A
SOLUBILITY IN WATER: 100%
pH: 6.5-7.0
VOLATILES: None

NA = NOT APPLICABLE

4. FIRE AND EXPLOSION DATA

FLASH POINT, F, COC: None
FLAMMABLE LIMITS: N/A
AUTO IGNITION TEMPERATURE: N/A
EXTINGUISHING MEDIA: water and/or carbon dioxide.
FIRE & EXPLOSION HAZARD: Firefighters should use self-container breathing apparatus to avoid exposure to smoke and vapor..
FIRE & EXPLOSION HAZARD: None known.
SPECIAL PROCEDURES: None known.

5. REACTIVITY DATA

STABILITY: Product is stable.
INCOMPATIBILITY:
DECOMPOSITION PRODUCTS: Ammonia and sulfur gases may occur under fire conditions.
HAZARDOUS POLYMERIZATION: Will not occur.

6. HEALTH HAZARD DATA

ROUTES OF EXPOSURE: Ingestion, eyes, and skin.

SYMPTOMS

INGESTION: May cause gastric distress as evidences by nausea and diarrhea.
EYES: May cause pain, excessive watering, redness and stinging.
SKIN : Prolonged exposure or repeated exposures may cause skin irritation and drying.

FIRST AID

EYES: Irrigate immediately with water for at least 5 minutes. Consult physician if irritation persists.
SKIN: Wash off in flowing water or shower.
INGESTION: No adverse effect anticipated by this route of exposure incidental to proper industrial handling. For accidental ingestion of copious quantities by children, or appearance of systems noted in Section VI, contact a physician prior to taking any medical action.
NOTE TO CARE AID ATTENDANTS: Provide supportive care, consult and have available MSDS sheet and make said information known and available to attending medical support personnel.

7. PRECAUTIONS FOR SAFE HANDLING AND USE

ACTION TO TAKE FOR SPILLS/LEAKS: Contain spills by diking with dirt, sand or other absorbent material. Rope off area to prevent inadvertent spread of spill. Place leaking containers in overpak containers or transfer material to clearly marked new containers. Upon discovery of leak or spillage, notify proper supervisory personnel and if situation warrants, notify the proper Local or State hazardous waste response units prior to taking any action other than initial emergency response. All materials used to absorb leak or spill should be handled and disposed of in accordance to Local, State and Federal environment laws. Workers performing clean-up duties should be made aware of any potential health hazards and must wear the correct protective clothing and devices needed to perform the duties in a safe proper manner.
PRODUCT DISPOSAL: Excess product that cannot be used without violating label instructions must be disposed of in a manner that is in full compliance of Local, State and Federal laws.
CONTAINER DISPOSAL: Check with Local and State authorities for proper disposal prior to offering for recycling, incineration or sanitary land fill. Containers sent to local land fills should be triple rinsed, punctured and crushed prior to disposal.
HANDLING & STORAGE: Material may settle on storage. Product can be brought back into solution with shaking or the addition of water. Color of material may cause temporary staining if spilled, dropped, or improperly applied.

8. CONTROL MEASURES

RESPIRATORY PROTECTION:	Not required
VENTILATION:	No special requirements
PROTECTIVE GLOVES:	Chemical resistant rubber gloves
EYE PROTECTION:	Chemical protective eye wear.
WORK/HYGIENIC PRACTICES:	Avoid contact with eyes, skin, clothing. Wash thoroughly after handling.

9. REGULATORY STATUS

This product does not contain material regulated under SARA Title 3 Section 313

ArmorTech® 28 + Si

28 + Si Plant Nutrient

Soluable Potash 26%
Silica 1%

Plant nutrients derived from: Potassium phosphite, Potassium silicate
Product contains no available phosphate

PRECAUTIONARY STATEMENTS - CAUTION

Before using this product, read all precautions, directions for use, conditions of sale, limited warranty and limitations of liability and remedies.
May cause irritation. May cause skin irritation. May be harmful if ingested. Avoid skin and eye contact. Wear suitable gloves and face shield when handling this prouct. Avoid contact with or inhalation of the spray mist. Do not apply this product in such a manner as to directly expose workers or other persons. If product is being mixed with pesticides and / or spray adjuvants, follow all precautionary statements on the accompanying product's labeling.

What To Do In Case Of Contact
If Swallowed: If conscious, give milk or water to drink. Immediately call a doctor.
Eye Contact: Flush eyes with clean water for 15 minutes, holding eyelids open. Obtain medical attention immediately.
If inhaled: Move to fresh air and call a doctor if irritation develops or persists. If there is contact made with the spray solution containing pesticides and / or spray adjuvants, follow the "Statement of Practical Treatment" on the product's labeling.

Storage And Disposal
Store is a cool, dry area, out of the reach of children and livestock. Protect from freezing. Keep container closed. Store at temperatures above 32° F. Do not contaminate water sources by cleaning of equipment or disposal of spray waste. Dispose of empty containers by triple rinsing, puncture and discard of empty containers in accordance with applicable local, state and federal regulations.

General Information
ArmorTech® 28+Si is a formulated fertilizer treatment for Summer Stress Syndrome in turfgrass and contains potassium phosphite silicate. This product is intended to be used as a supplement to a well-balanced fertilizer program. It is not intended to be suitable for sound soil fertilization and conventional cultural practices. Thorough coverage of foliage is necessary for best results when used as a foliar treatment.

Foliar fertilization is intended as a supplement to a regular fertilization program and will not by itself provide all the nutrient normally required by agricultural crops.

Avoid foliar application under extremes of climate and stress. For additional information on product or programs, or if you are unfamiliar with any of the application methods, contact your United Turf Alliance representative.

United Turf Alliance
8014 Cumming Hwy
Suite 403-282
Canton, GA 30115
(770) 335-3015

CAUTION: KEEP OUT OF REACH OF CHILDREN

ArmorTech® 28+Si

28+Si Plant Nutrient

DIRECTIONS FOR USE

Precaution: ArmorTech® 28+Si is a highly concentrated material. Exercise precautions to prevent potential root or foliar burning, or soil media pH changes. A compatibility test is recommended if applying **ArmorTech® 28+Si** in combination with other materials to avoid potential incompatibilities. Prior to the addition of **ArmorTech® 28+Si** to a spray mix, the user or application advisor must have experience with the combination or should have conducted a phytotoxicity trial. Do not mix with fixed copper or copper-based fungicides if the pH of the spray solutions is below pH 6. Use sufficient water to ensure thorough coverage.

Application	Rate	Comments
COOL SEASON TURF Tees, greens & approaches	3 – 4 oz. / 1000 ft2	During Summer Stress periods or active growth periods, apply every 14 days in a minimum of 1 to 3 gallons of water / 1000 sq. ft.
WARM SEASON TURF Tees, greens & approaches	3 – 4 oz. / 1000 ft2	During active growth periods, apply every 14 days in spring to fall. For the remainder of the year apply every 30 days. Apply in a minimum of 1 to 3 gallons of water / 1000 sq. ft.
Landing Areas, Fairways & Sports Turf	1 gallon / acre	During cool, wet weather, apply every 14 days. Apply every 30 days during active growth periods. Apply in a minimum of 50 to 100 gallons of water per acre.
Overseeding, Sprigging or Laying of Sod	1 gallon / acre	Apply post germination, sprigging or laying of sod and at 14 day intervals thereafter in a minimum of 100 to 200 gallons of water / acre.
Nursery and horticultural crops	2qt - 3qt per 100 gal	Apply in 100 gallons water, spray to runoff every 30 days

GROUND APPLICATION

Mixing Instructions

Prior to any fertilizer or pesticide application, all spray mixing and application equipment must be cleaned. Fill the spray or mix tank one half full of water and begin agitation. Add pesticides and/or fertilizers as directed by labeling or in the following sequence:

1. Dry Flowables or water dispersibel granules
2. Wettable powders
3. Flowables
4. Emulsifiable concentrates
5. Water-based solutions
6. Compatibility agents
7. Micronutrients and fertilizers
8. Spray adjuvants

Conditions of Sale – Limited Warranty and Limitations of Liability and Remedies

The directions on this label are believed to be reliable and should be followed carefully; injury to the crop to which the product is applied may result from the occurrence of extraordinary or unusual weather conditions or failure to follow the label directions, or good application practices, all of which are beyond the control of UTA (the "Company") or seller. In addition, failure to follow label directions may cause injury to crops or animals. The Company warrants that this product conforms to the chemical descriptions on the label and is reasonably fit for the purpose referred to in the directions for use, subject to the factors noted above which are beyond the control of the Company. The Company makes no other warranties or representations of any kind, express or implied. Concerning the product, no warranty shall be implied by the law, nor is there any implied warranty regarding merchantability or fitness for any particular purpose.

MATERIAL SAFETY DATA SHEET

FOR CHEMICAL EMERGENCY, SPILL, LEAK, FIRE, EXPOSURE OR ACCIDENT, CALL CHEMTREC- DAY OR NIGHT 1-800-424-9300

1. CHEMICAL PRODUCT AND COMPANY IDENTIFICATION

FORMULATED FOR:

United Turf Alliance
8014 Cumming Hwy, Suite 403-282
Canton, GA 30115

24 Hr Emergency Phone: 1-800-424-9300
Medical Emergencies: 1-800-301-7976
U.S. Coast Guard National Response Center: 1-800-424-8802

PRODUCT NAME: Armor Tech 28 + Si
CHEMICAL NAME: Inorganic/Organic Chemical Fertilizer Mixture
CHEMICAL FAMILY: P-K Mixed liquid blended fertilizer

Date of Issue: 03/21/14

2. HAZARDS INDETIFICATION SUMMARY

KEEP OUT OF REACH OF CHILDREN - CAUTION - May cause mild eye and skin irritation. Avoid contact with skin, eyes, open cuts, and sores. In case of contact, flush with water. Get medical attention for eyes. This blended liquid fertilizer is derived potassium phosphite and silicon dioxide. Nausea and vomiting could be expected upon large dose ingestion. The acute ingestive effects are described as nausea, chills, and diarrhea. Eye and skin contact with these products could cause irritation (particularly in sensitive persons), and respiratory irritation could be expected from the unprotected inhalation of fertilizer mists. Product users should avoid prolonged or repeated skin contact by wearing impervious gloves, long sleeve shirt, long pants, socks and rubber boots. Goggles for eye protection are recommended. Wash thoroughly after handling and using this product.

This product is a clear liquid with minimal discernable odor. Primary routes of entry are inhalation, eye contact and skin contact.

3. COMPOSTITION, INFORMATION ON INGREDIENTS

N-P-K (NITROGEN-PHOSPHORUS-POTASSIM) MIXED LIQUID BLENDED FERTILIZERS – No hazardous ingredient exceeds 1% of mixture.

Chemical Ingredients:	Percentage of Weight:	CAS No.
Silicon dioxide solution	3.0%	7631-86-9
Phosphorous acid solution, 70%	47%	13598-36-2
Potassium hydroxide flake	34%	1310-58-3
Water	16%	7732-18-5

4. FIRST AID MEASURES

If in eyes: Immediately rinse with water for 5 minutes
If on skin: Wash skin with soap and water
If swallowed: Rinse mouth with water and drink large a quantity of water
If inhaled: Remove product or move person to fresh air

5. FIRE FIGHTING MEASURES

FLASH POINT (°F/Test Method): Aqueous solution, will not burn
FLAMMABLE LIMITS (LFL & UFL): Not applicable
EXTINGUISHING MEDIA: Use foam, CO2, dry chemical, or water
HAZARDOUS COMBUSTION PRODUCTS: Not applicable
SPECIAL FIRE FIGHTING PROCEDURES: Remove container from fire area

6. ACCIDENTAL RELEASE MEASURES

STEPS TO BE TAKEN IF MATERIAL IS RELEASED OR SPILLED:
Stop leak, contain spill and absorb with soil or natural absorbents. Sweep up waste and place in container for disposal. Wash down area. Uncontaminated spilled material may be reused.

7. HANDLING AND STORAGE

HANDLING: Avoid eye contact and prolonged skin contact. Respiratory protection is normally not required. Sealed containers may develop pressure, open with caution. Wash hands thoroughly after handling the product.

STORAGE: Store in the original labeled container in a cool place away from direct sunlight. Keep separate from food and feed products and out of reach of children and animals. Avoid storage at temperatures of 110F or higher. Corrosive to steel, aluminum, brass. Use with stainless steel or PVC fittings. Product may stain unfinished wood, painted surfaces, or concrete.

8. EXPOSURE CONTROLS / PERSONAL PROTECTION

ENGINEERING CONTROLS: Not normally required.
RESPIRATORY PROTECTION: Not normally required.
PERSONAL PROTECTIVE EQUIPMENT: Chemical goggles or shielded safety glasses and rubber or neoprene gloves are not required, but its use is recommended.

9. PHYSICAL AND CHEMICAL PROPERTIES

APPEARANCE AND ODOR: Clear liquid with no discernable smell
SOLUBILITY: Appreciable
pH: 7.5
SPECIFIC GRAVITY (Water = 1): 1.5
VAPOR PRESSURE: 17 nn Hg
PERCENT VOLATILE (by volume): 45%
BULK DENSITY: 12.5 pounds / gallon
BOILING POINT: 250°
EVAPORATION DATE: Not established

Note: These physical data are typical values based on material tested but may vary from sample to sample. Typical values should not be construed as a guaranteed analysis of any specific lot or as specification items.

10. STABILITY AND REACTIVITY

STABILITY: Stable for at least 2 years under normal conditions.
INCOMPATIBILITY: Strong bases.
HAZARDOUS DECOMPOSTITION PRODUCTS: Not applicable
HAZARDOUS POLYMERIZTION: Will not occur.

11. TOXICOLOGICAL INFORMATION

Acute Oral LD_{50}(rat): not established
Acute Dermal LD50(rabbit): not established
Eye Irritation (rabbit): not established
Skin Irritation (rabbit): not established
Inhalation LC_{50}(rat): not established
Skin Sensitization (guinea pig): not established
Carcinogenic Potential: None listed in OSHA, NTP, IARC, or ACGIH

12. ECOLOGICAL INFORMATION

Ecotoxicology: Due to the non-toxic classification of this product no negative impact on wildlife is expected.

Biodegradation: Oxidation and microorganisms.

13. DISPOSAL CONSIDERATIONS

Waste disposal: Contaminated absorbents and surplus product should be buried in accordance with any local legislation.

Container disposal: Wash thoroughly with water and soap prior to reuse.

14. TRANSPORT INFORMATION

DOT Shipping Description: NOT REGULATED BY USDOT.
U.S. Surface Freight Classification: FERTILIZING COMPOUNDS (MANUFACTURED FERTILIZERS), NOI; LIQUID (NMFC 68140, SUB 6)

15. REGULATORY INFORMATION

NFPA & HMIS Hazard Ratings:

NFPA		HMIS
1 Health	0 Least	1 Health
0 Flammability	1 Slight	0 Flammability
0 Instability	2 Moderate	0 Reactivity
	3 High	H PPE
	4 Severe	

SARA Hazard Notification/Reporting
SARA Title III Hazard Category: Immediate __Y__ Fire __N__ Sudden Release of Pressure __N__
Delayed __N__ Reactive __N__

Reportable Quantity (RQ) under U.S. CERCLA: Not listed
SARA, Title III, Section 313: Not listed
RCRA Waste Code: Not listed

16. OTHER

PREPARED BY: Registrations and Regulatory Affairs **REVIEWED BY:** Environmental/ Regulatory Services

Disclaimer and Limitation of Liability: This data sheet was developed from information on the constituent materials identified herein and does not relate to the use of such materials in combination with any other material of process. No warranty is expressed or implied with respect to the completeness or ongoing accuracy of the information contained in this data sheet, and United Turf Alliance disclaims all liability for reliance on such information. This data sheet is not a guarantee of safety. Users are responsible for ensuring that they have all current information necessary to safely use the product described by this data sheet for their specific purpose.

Fertilizer with 0.2% MERIT® Insecticide 21-0-4 and NutriSphere-N®

The Andersons® Turf Products

FEATURES & USE TIPS:

- 50% of the total nitrogen is dervied from NutriSphere-N®
- NutriSphere-N is a proprietary nitrogen management tool that has been shown to prolong desirable turf color up to eight weeks.
- Contains MERIT® insecticide, an insecticide that controls many root-feeding insects as listed.
- SGN 215 for use on fairways, roughs and other turf areas.

PRODUCT SPECIFICATIONS:

N (21%):	Urea Nitrogen
K - as (K_2O) (4%):	Potassium Chloride
Cl (3.4%):	Chlorine Max
Active Ingredient:	Imidacloprid (0.2%)

Following is a specimen label that may at some point be revised or otherwise become out of date. It is intended as a guide in providing general information regarding the use of this product. Always read and follow the label on the product container.

PRODUCT CODE:

APT21NMR5

Date: 021810
Supersedes: 071609
Label: F9

PRODUCT CHARACTERISTICS:

Product Type:
Combination fertilizer & MERIT Insecticide

Nitrogen Type:
NutriSphere-N

Particle Size:
SGN: 215

Net Weight:
50 lbs.

Coverage:
11,100 sq. ft. @ High Rate

Bags / Pallet:
45

The Andersons logo is a registered trademark of The Andersons, Inc.; MERIT is a registered trademark of Bayer; NutriSphere is a registered trademark of Specialty Fertilizer Products, LLC.

To order, contact your local Andersons Lawn Products distributor.

For more information, contact Andersons at our website: www.andersonslawnproducts.com *or call 1-800-225-2639.*

PRODUCT SHEET

The Andersons® Turf Products

Fertilizer with 0.2% MERIT® Insecticide 21-0-4 and NutriSphere-N®

For fertilization and insect control in turfgrass and landscape ornamentals and sod farms.
Fertilizer with MERIT® Insecticide.

Guaranteed Analysis

Total Nitrogen	21.00%
21.00% Urea Nitrogen	
Soluble Potash (K_2O)	4.00%
Plant nutrients derived from urea and potassium chloride.	
Chlorine (Cl) Max	3.40%

F292

FLORIDA APPLICATIONS: For use on golf courses or other athletic turf in FL, we recommend you follow SL191, "Recommendations for N, P, K & Mg for Golf Course and Athletic Field Fertilization Based on Mehlich I Extractant", available on the internet at http://edis.ifas.ufl.edu/SS404 or "Best Management Practices for the Enhancement of Environmental Quality on Florida Golf Courses" at http://www.flaes.org/pdf/gffbmp07.pdf
FLORIDA APPLICATIONS: For commercial application to urban turf or lawns in FL, we recommend you follow the Best Management Practices for Protection of Water Resources in Florida, June 2002, Florida Green Industries, available on the internet at http://www.flaes.org/pdf/BMP_Book_final.pdf.

ACTIVE INGREDIENT:

Imidacloprid, 1-[(6-Chloro-3-pyridinyl)methyl]-N-nitro-2-imidazolidinimine	0.2%
OTHER INGREDIENTS:	99.8%
Total	100.0%

U.S. Patent No. 5,783,203

EPA Reg. No. 432-1349-9198
EPA Est. No. 9198-OH-1M, 9198-OH-2B, 9198-AL-001A
Underlined letter is first letter used in run code on bag

STOP - READ THE LABEL BEFORE USE.
KEEP OUT OF REACH OF CHILDREN
CAUTION

PRECAUCION AL USUARIO: Si usted no puede leer o entender ingles, no use este producto hasta que la etiqueta le hayo sido explicada ampliamente.

(TO THE USER: If you cannot read or understand English, do not use this product until the label has been fully explained to you.)

For MEDICAL and TRANSPORTATION Emergencies ONLY Call 24 Hours A Day 1-800-334-7577
For PRODUCT USE Information Call 1-800-331-2867

Note To Physician: No specific antidote is available. Treat the patient symptomatically.

FIRST AID	
If swallowed:	• Call a poison control center or doctor immediately for treatment advice. • Have person sip a glass of water if able to swallow. • Do not induce vomiting unless told to do so by a poison control center or doctor. • Do not give anything by mouth to an unconscious person.
If on skin or clothing:	• Take off contaminated clothing. • Rinse skin immediately with plenty of water for 15-20 minutes. • Call a poison control center or doctor for treatment advice.
If in eyes:	• Hold eye open and rinse slowly and gently with water for 15-20 minutes. Remove contact lenses, if present, after the first 5 minutes, then continue rinsing eye. • Call a poison control center or doctor for treatment advice.
Have the product container or label with you when calling a poison control center or doctor, or going for treatment.	

PRECAUTIONARY STATEMENTS
HAZARDS TO HUMANS AND DOMESTIC ANIMALS

CAUTION: Harmful if swallowed or absorbed through skin. Causes eye irritation. Avoid contact with skin, eyes or clothing. Wash thoroughly with soap and water after handling.

Personal Protective Equipment (PPE):
WPS USES: Applicators and Other Handlers who handle this product for any use covered by the Worker Protection Standard (40 CFR part 170) - in general, agricultural plant uses e.g., use in sod farms, must wear:
- Long-sleeved shirt and long pants
- Chemical resistant gloves made of any waterproof material such as barrier laminate, butyl rubber, nitrile rubber, neoprene rubber, natural rubber, polyethylene, polyvinylchloride (PVC) or viton. If you want more options, follow the instructions for category A on an EPA chemical-resistance category selection chart.
- Shoes plus socks

Follow manufacturer's instructions for cleaning/maintaining PPE. If no such instructions for washables, use detergent and hot water. Keep and wash PPE separately from other laundry.

Non-WPS USES: Applicators and other handlers who handle this product for any use NOT covered by the Worker Protection Standard (40 CFR part 170) - in general, only agricultural plant uses are covered by the WPS, must wear:
- Shirt and pants
- Gloves
- Shoes plus socks

USER SAFETY RECOMMENDATION

Users should:
- Wash hands before eating, drinking, chewing gum, using tobacco or using the toilet.
- Remove clothing immediately if pesticide gets inside. Then wash thoroughly and put on clean clothing.
- Remove PPE immediately after handling this product. Wash the outside of gloves before removing. As soon as possible, wash thoroughly and change into clean clothing.

ENVIRONMENTAL HAZARDS
This product is highly toxic to aquatic invertebrates. Do not apply directly to water, or to areas where surface water is present or to intertidal areas below the mean high water mark. Do not contaminate water when disposing of equipment washwaters.
This chemical demonstrates the properties and characteristics associated with chemicals detected in groundwater. The use of this chemical in areas where soils are permeable, particularly where the water table is shallow, may result in groundwater contamination.

DIRECTIONS FOR USE
It is a violation of Federal law to use this product in a manner inconsistent with its labeling.

Do not apply this product in a way that will contact workers or other persons, either directly or through drift. Only protected handlers may be in the area during application. For any requirement specific to your State or Tribe, consult the agency responsible for pesticide regulation.

AGRICULTURAL USE REQUIREMENTS
Use this product only in accordance with its labeling and with the Worker Protection Standard, 40 CFR Part 170. This Standard contains requirements for the protection of agricultural workers on farms, forests, nurseries and greenhouses, and handlers of agricultural pesticides. It contains requirements for training, decontamination, notification, and emergency assistance. It also contains specific instructions and exceptions pertaining to the statements on this label about personal protective equipment (PPE), and restricted-entry interval. The requirements in this box only apply to uses of this product that are covered by the Worker Protection Standard.

Do not enter or allow worker entry into treated areas during the restricted entry interval (REI) of 12 hours.

PPE required for early entry to treated areas that is permitted under the Worker Protection Standard and that involves contact with anything that has been treated, such as plants, soil, or water, is
- Coveralls
- Chemical-resistant gloves made of any waterproof material
- Shoes plus socks

Do not formulate this product into other end-use products

NON-AGRICULTURAL USE REQUIREMENTS
The requirements in this box apply to uses of this product that are NOT within the scope of the Worker Protection Standard for agricultural pesticides (40 CFR part 170). The WPS applies when this product is used to produce agricultural plants on farms, forests, nurseries, or greenhouses.
Keep children and pets off treated area until dry.

APPLICATION TO TURFGRASS
The use of this product will provide plant nutrients as well as providing control of selected insect pests. This product can be used for the control of soil inhabiting pests of turfgrass; for example northern and southern masked chafers, *Cyclocephala borealis*, *C. immaculata*, and or *C. lunata*, Asiatic garden beetle, *Maladera castanea*; European chafer, *Rhizotrogus majalis*; Green June beetle, *Cotinus nitida*; May or June beetles, *Phyllophaga* spp.; Japanese beetle, *Popillia japonica*; Oriental beetle, *Anomala orientalis*; Sugarcane beetle, *Euetheola humilis rugiceps*; billbugs, *Sphenophorus* spp.; annual bluegrass weevil, *Listronotus maculicollis*; Black turfgrass ataenius, *Ataenius spretulus*; *Aphodius* spp.; crane flies, *Tipula* spp., and mole crickets, *Scapteriscus* spp. This product can be used as directed on turfgrass; for example, in home lawns, business and office complexes, shopping complexes, multi-family residential complexes, golf courses, airports, cemeteries, parks, playgrounds, athletic fields and sod farms.

The active ingredient in this product has sufficient residual activity so that applications can be made preceding the egg laying activity of the target pests. High levels of control can be achieved when applications are made preceding or during the egg laying period. The need for an application can be based on historical monitoring of the site, previous records or experiences, current season adult trapping or other methods. Optimum control will be achieved when applications are made prior to egg hatch of the target pest, followed by sufficient irrigation or rainfall to move the active ingredient through the thatch.

Do not make applications when turfgrass areas are waterlogged or the soil is saturated with water. Adequate distribution of the active ingredient cannot be achieved when these conditions exist. The treated turf must be in such a condition that the rainfall or irrigation will penetrate vertically into the soil profile. Applications cannot exceed a total of 200 lbs. (0.4 lb. of active ingredient) per acre per year.

APPLICATION TO ORNAMENTALS
This product can be used as a broadcast application on ornamentals in commercial and residential landscapes, as well as on landscaped areas of golf courses and other recreational areas. This is a systemic product, with the active ingredient being absorbed by the roots and translocated upward within the plant. Optimum control will be achieved when applications are followed by sufficient mechanical incorporation, irrigation or rainfall to place the active ingredient into the soil. Make application prior to anticipated pest infestation to achieve optimum levels of control.

Applications of this product cannot exceed a total of 200 lbs. (0.4 lb. of active ingredient) per acre per year.

NOTE: Not for use in commercial greenhouses, or nurseries.

APPLICATION RATES

CROP	PEST		DOSAGE THE ANDERSONS TURF PRODUCTS FERTILIZER WITH 0.2% MERIT INSECTICIDE
Turf Grasses	Annual bluegrass weevil Billbugs Crane flies Larvae of white grubs, for example: *Aphodius* sp. Asiatic garden beetle Black turfgrass ataenius European chafer	Green June beetle Japanese beetle Northern masked chafer Oriental beetle *Phyllophaga* spp. Southern masked chafer Sugarcane beetle	150 to 200 lbs. per acre or 3.5 to 4.5 lbs. per 1,000 sq. ft.
	For optimum control, make application prior to egg hatch of the target pest. Be sure to read "APPLICATION EQUIPMENT" Section of this label.		
	Mole crickets Chinch bugs (suppression)		200 lbs. per acre or 4.5 lbs. per 1,000 sq. ft.
	For suppression of chinch bugs, make application prior to the hatching of the first instar nymphs. For control of mole crickets make application within one week of the peak egg hatch period. If application is not made prior to egg hatch, and adults or large nymphs are present and actively burrowing, apply The Andersons Turf Products Fertilizer with 0.2% MERIT Insecticide in combination with a remedial insecticide to minimize damage to turf.		

Consult your local State Agricultural Experiment Station or State Extension Turf Specialists for more specific information regarding timing of application.

NOTE: For optimum control, irrigate if rainfall does not occur within 24 hours after application to move the active ingredient through the thatch. On golf courses, irrigate treated areas following application. Do not apply more than 200 lb. (0.4 lb of active ingredient) per acre per year. Avoid mowing turf or lawn area until after irrigation or rainfall has occurred so that uniformity of application will not be affected.

APPLICATION RATES FOR USE ON ORNAMENTALS

CROP	PEST	DOSAGE THE ANDERSONS TURF PRODUCTS FERTILIZER WITH 0.2% MERIT INSECTICIDE
Landscape Plantings Including: Trees, Shrubs, Evergreens, Flowers, Foliage, Plants, Ground Covers	White grub larvae For example: Japanese beetle larvae, chafers, *Phyllophaga* spp., Asiatic garden beetle, Oriental beetle	3.5 to 4.5 lbs. per 1,000 sq. ft.

Apply as a broadcast treatment. Prior to application, remove black plastic or other weed barrier material that will not permit water permeability.

NOTE: For optimum control, mechanical incorporation, irrigation or rainfall must occur within 24 hours after application to move the active ingredient into soil. Refer to label sections on application equipment and spreader settings.

APPLICATION EQUIPMENT
Apply this product uniformly over the area being treated with typical granular application equipment. Both drop-type and rotary-type spreaders may be used to apply this product. Avoid the use of spreaders which would apply the material in narrow, concentrated bands. Calibrate application equipment prior to use according to the manufacturer's directions. Check frequently to be sure equipment is working properly and distributing granules uniformly and accurately.

SPREADER SETTINGS FOR THIS PRODUCT
The following chart can be used as a guide in establishing an accurate rate of this product. The suggested settings provide an application rate of 3.5 lb per 1,000 sq.ft. or 150 lb per acre. Application rates will vary dependent upon speed, equipment wear and condition of spreader. Carefully calibrate all equipment used prior to commercial use of this product.

Suggested Spreader Settings
These suggested spreader settings are not intended to replace calibration.
Please calibrate your spreader before applying product.
50 lbs. treats 14,200 sq. ft. (0.33 acre) at the 150 lbs. product/acre - LOW RATE (3.5 lbs/1,000 sq. ft.)
50 lbs. treats 11,100 sq. ft. (0.25 acre) at the 200 lbs. product/acre - HIGH RATE (4.5 lbs/1,000 sq. ft.)

SPREADER	GROUND SPEED	WIDTH OF COVERAGE	SPREADER SETTINGS LOW RATE 0.3 lb. ai/A	SPREADER SETTINGS HIGH RATE 0.4 lb. ai/A
Andersons AccuPro 2000, SR-2000 (cone 4)	3 mph	11 feet	L 1/2	M 3/4
Scotts R-80 (cone 4)	3 mph	11 feet	K 1/2	L 3/4
Lesco 020003 (pattern 0.25)	3 mph	10 feet	E 1/2	G 1/2
Lesco 705668 (pattern 0.25)	3 mph	10 feet	13	17
Lely Models - WTR, WFR, HR, 1250 (PTO at 450 rpm) Pattern III-A	4.5 mph	36 feet	5 3/4	6 1/2
Vicon (03 Series)	4.5 mph	34 feet	29	34

RESTRICTIONS:
Avoid runoff or puddling of irrigation water following application. Avoid application of this product to areas which are water-logged or saturated, which will not allow penetration into the root zone of the plant. Do not apply more than 200 lbs. (0.4 lb. of active ingredient) per acre per year. Do not apply to vegetable gardens.

STORAGE AND DISPOSAL
Do not contaminate water, food, or feed by storage or disposal. **Pesticide Disposal:** Wastes resulting from the use of this product may be disposed of on site or at an approved waste disposal facility. **Container Disposal:** Non-refillable container. Do not reuse or refill this container. Offer for recycling, if available. Completely empty bag into application equipment. Dispose of empty bag in a sanitary landfill or by incineration or if allowed by the state and local authorities, by burning. If burned, stay out of smoke.

Store in a cool, dry place and in such a manner as to prevent cross contamination with other pesticides, fertilizers, food and feed. Store in original container and out of the reach of children, preferably in a locked storage area.

Handle and open container in a manner as to prevent spillage. If material is spilled for any reason or cause, carefully contain any spilled material to prevent non-target contamination. Do not walk through spilled material and dispose of as directed for pesticides above. Refer to Precautionary Statements on label for hazards associated with the handling of this material. In spill or leak incidents, keep unauthorized people away.

IMPORTANT: READ BEFORE USE:
Read the entire Directions for Use, Conditions, Disclaimer of Warranties and Limitations of Liability before using this product. If terms are not acceptable, return the unopened product container at once. By using this product, user or buyer accepts the following Conditions, Disclaimer of Warranties and Limitations of Liability.

CONDITIONS: The directions for use of this product are believed to be adequate and must be followed carefully. However, it is impossible to eliminate all risks associated with the use of this product. Crop injury, ineffectiveness or other unintended consequences may result because of such factors as weather conditions, presence of other materials, or the manner of use or application, all of which are beyond the control of Manufacturer. All such risks shall be assumed by the user or buyer.

DISCLAIMER OF WARRANTIES: TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, MANUFACTURER MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY OR OF FITNESS FOR A PARTICULAR PURPOSE OR OTHERWISE, THAT EXTEND BEYOND THE STATEMENTS MADE ON THIS LABEL. No agent of Manufacturer is authorized to make any warranties beyond those contained herein or to modify the warranties contained herein. TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, MANUFACTURER DISCLAIMS ANY liability whatsoever for special, incidental or consequential damages, resulting from the use or handling of this product.

LIMITATIONS OF LIABILITY: TO THE EXTENT CONSISTENT WITH APPLICABLE LAW, THE EXCLUSIVE REMEDY OF THE USER OR BUYER FOR ANY AND ALL LOSSES, INJURIES OR DAMAGES RESULTING FROM THE USE OR HANDLING OF THIS PRODUCT, WHETHER IN CONTRACT, WARRANTY, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, SHALL NOT EXCEED THE PURCHASE PRICE PAID, OR AT MANUFACTURER'S ELECTION, THE REPLACEMENT OF PRODUCT.

Manufactured by:
The Andersons Lawn Fertilizer Division, Inc.
P.O. Box 119
Maumee, OH 43537

The Andersons logo is a registered trademark of The Andersons, Inc.; MERIT is a registered trademark of Bayer; NutriSphere is a registered trademark of Specialty Fertilizer Products, LLC.

This product is specially formulated and sold by The Andersons, Inc. for the control of insects according to the directions on this label. Bayer CropScience LP has rights to U.S. Patent No. 5,783,203. The purchase price of this product includes a prepaid license under which purchaser agrees to employ the purchased quantity of this product only for the above-specified uses under Bayer's United States patent rights and to provide notice of the terms and conditions of this license to any subsequent purchaser. Uses of this product other than those specified on this label are not licensed through the purchase of this product.

SGN 215
Net Wt. 50 Lbs. (22.68 kg)

0 31865 31401 8

APT21NMR5
F9 (APTBLKPREDB)

SPECIMEN LABEL

THE ANDERSONS
MATERIAL SAFETY DATA SHEET

PRODUCT CODE: APT21NMR5 DATE PREPARED: 10/21/08

SECTION I: PRODUCT IDENTITY

PRODUCT NAME: The Andersons Turf Products Fertilizer with 0.2% Merit Insecticide 21-0-4 and Nutrisphere-N

MFR INFO: The Andersons Lawn Products
PO Box 119
Maumee, Ohio 43537

FOR EMERGENCY: (800) 757-8951
FOR INFORMATION: (419) 891-2957

CURRENT AS OF: 7/27/09

SECTION II: HAZARDOUS INGREDIENTS / IDENTITY INFORMATION

HAZARDOUS COMPONENT	OSHA PEL	ACGIH TLV
Potash (CAS # 7447-40-7)	15 mg/m^3 (total) 5 mg/m^3 (respirable)	10 mg/m^3 (inhalable) 3 mg/m^3 (respirable)
Urea (CAS # 57-13-6)	15 mg/m^3 (total) 5 mg/m^3 (respirable)	10 mg/m^3 (inhalable) 3 mg/m^3 (respirable)
Limestone (CAS # 1317-65-3)	15 mg/m^3 (total) 5 mg/m^3 (respirable)	10 mg/m^3 (inhalable) 3 mg/m^3 (respirable)
Clay (CAS # Not listed)	15 mg/m^3 (total) 5 mg/m^3 (respirable)	10 mg/m^3 (inhalable) 3 mg/m^3 (respirable)
Imidicloprid (CAS # 138261-41-3)		

SECTION III: PHYSICAL DATA

BOILING POINT: NA EVAPORATION RATE: NA pH: NA

VAPOR DENSITY: NA VAPOR PRESSURE: NA

MELTING POINT: NA SPECIFIC GRAVITY: NA

SOLUBILITY (IN WATER): Partially soluble

APPEARANCE AND ODOR: Multi-colored granular mix, with slight ammonia odor

SECTION IV: FIRE AND EXPLOSION HAZARD DATA

FLASH POINT: Not flammable FLAMMABLE LIMITS: NA

EXTINGUISHING MEDIA: Use media suitable for surrounding fire

SPECIAL FIRE FIGHTING PROCEDURES:
Wear full protective clothing and positive-pressure self-contained breathing apparatus

UNUSUAL FIRE AND EXPLOSION HAZARDS:
Decomposition products may be toxic

SECTION V: REACTIVITY DATA

CONDITIONS TO AVOID: Excessive heat (greater than 200°F)

INCOMPATIBILITY: Strong oxidizers, acids, hypochlorites

HAZARDOUS DECOMPOSITION PRODUCTS: HCN, NOx, COx, NH_3, cyanuric acid

Product is stable and hazardous polymerization will not occur.

SECTION VI: PERSONAL PROTECTION INFORMATION

RESPIRATORY PROTECTION: NIOSH approved pesticide respirator recommended, if required

EYE PROTECTION: Safety glasses with side shields, goggles, or faceshield are recommended

SKIN PROTECTION: Long sleeves, impermeable gloves recommended

VENTILATION: Local exhaust ventilation recommended; applicators should stand upwind when handling

SECTION VII: HEALTH HAZARD DATA

HEALTH HAZARDS: May be irritating to the nose and respiratory tract, and may cause sore throat, coughing and shortness of breath. Skin irritation may result from repeated or prolonged exposure. May also be irritating to the eyes, causing redness and watering. Prolonged eye exposure may cause conjunctivitis and corneal damage. Ingestion may result in abdominal pain, nausea, and diarrhea.

MEDICAL CONDITIONS AGGRAVATED BY EXPOSURE: Pre-existing respiratory, skin, or eye conditions

FIRST AID PROCEDURES:

IF SWALLOWED: If victim is alert and not convulsing, give one glass of water to dilute material, but DO NOT induce vomiting. Seek immediate medical attention.

IF INHALED: Move victim to fresh air. Seek medical attention if irritation persists.

IF IN THE EYES: Immediately flush with water for at least 20 minutes. Seek medical attention if irritation persists.

IF ON SKIN: Shower / wash affected areas with soap and water. Seek medical attention if irritation persists. Wash contaminated clothing before re-use.

CARCINOGENICITY: None of the ingredients are known / listed carcinogens. However, the product may contain trace amounts of crystalline silica, which is listed by IARC as a potential human carcinogen.

SECTION VIII: PRECAUTIONS FOR SAFE HANDLING AND USE

SPILL / RELEASE PROCEDURES: Collect spilled product and store to re-use. Contaminated product and/or environmental media should be recovered and disposed of properly.

WASTE DISPOSAL METHOD: Read product label before disposing of product and container. Dispose of in accordance with all federal, state, and local regulations. Reuse recovered product where possible.

HANDLING / STORING PRECAUTIONS: Read product label before handling. Use only as directed on the label. Keep out of the reach of children. Store in a cool, dry, well ventilated area.

SECTION IX: ADDITIONAL INFORMATION

ACTIVE INGREDIENT LEVEL (%): 0.20

SARA INFORMATION:

SECTION 302: Not an "extremely hazardous substance"

SECTION 313: Not listed

CERCLA RQ: Not listed

RCRA LISTING: Not listed

MSDS ID NO: 5177

PREPARED BY: SS

The information and data contained herein is based upon facts considered to be correct as of the date hereof. Information is supplied upon the condition that the persons receiving same will make their own determination as to its suitability for their purposes prior to use. In no event will The Andersons be responsible for damages of any nature whatsoever resulting from the use or reliance upon this information. No representations or warranties, either expressed or implied, of merchantability, fitness for a particular purpose or of any other nature are made hereunder with respect to information or the product to which this information refers.

THE ANNUAL REQUIREMENTS FOR TURF FERTILIZER AND CHEMICALS

1. SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

1.1 It is the intent of this specification to describe the minimum acceptable requirements for the Annual Supply of Turf Fertilizer and Chemical for a one (1) year term of the agreement as ordered by Lancaster County, Nebraska; the Lincoln/Lancaster County Public Building Commission; and the City of Lincoln (hereinafter referred to as the Owners).

1.2 Bid prices shall include the entire cost of the described item and delivery.

1.3 Vendor shall submit bid documents and all supporting material via e-bid.

1.4 All inquiries regarding these specifications shall be directed via e-mail or faxed request to Shelly Hinze, Buyer (rhinze@lincoln.ne.gov) Or Fax:(402)441-6513.

1.4.1 These inquiries and/or responses shall be distributed to prospective bidders electronically as an addenda.

1.5 Bid line items are an estimated annual quantities for the term of the contract

1.6 Orders will be placed on an as needed basis throughout the term of the contract.

1.7 All products offered must comply with applicable government laws and regulations.

2. BIDDING REQUIREMENTS

2.1 Vendor shall indicate in the Suppliers Notes section of the bid their quantity price break schedule and minimum order requirements for each item.

2.1.1 These will be used in the evaluation of the bid.

2.2 Bid price **MUST** be per package size as indicated per each line item, i.e. $_____ per 2 1/2 gal. container or lb.

2.3 Vendors may bid alternates to packages listed, packaging must be environmental or safety oriented packaging.

2.3.1 Examples would be water soluble packets (WSP), mini-bulk packaging, refillable packaging, materials in recyclable plastic containers, etc.

2.3.2 Suppliers may bid the package size and type requested as well as an alternate bid for environmentally or safety oriented packages.

2.3.3 Alternate bid awards may be given for materials in this type of packaging.

2.3.4 Alternate bid must have Active Ingredient listed in the supplier notes section of the bid.

2.4 For each alternate product, the vendor must submit in the response attachment portion of the bid the following and must cross-reference item to the bid proposal by item number.

2.4.1 Product's Federal registration number.

2.4.2 Sample label

2.4.3 Material safety data sheet

2.4.4 Technical data sheet

3. ACCEPTANCE AND DELIVERY OF MATERIAL

3.1 **MSDS FOR HAZARDOUS SUBSTANCES**: Contractor shall furnish Materials Safety Data Sheets for all products required by OSHA Hazard Communications Regulations per 29 CFR Part 1910.1200.

3.1.1 Owners reserves the right to reject any delivery not accompanied by material safety data sheets.

3.2 All packages must be labeled indicating manufacturer's product name and number, chemical composition and quantity.

3.3 All material must be delivered in standard packages.

3.4 All correspondence, including acknowledgment of receipt of orders, packing lists and invoices, shall carry the purchase order or bid number assigned by City of

Lincoln/Lancaster County Purchasing Office.

3.5 All deliveries shall be made Monday through Friday 8:00 am to 4:00 pm. unless other prior arrangements are made.

3.6 Product shall be delivered delivery within twenty-four (24) hours of order and free of charge by the contractor, or picked up at contractor's business location, as directed by each department at time of order.

3.7 The Contractor shall be required to give the Department delivery location a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

3.8 Products must be off loaded by vendor's transportation company, shrink wrapped if palletized and labeled appropriately.

3.9 Goods shall only be accepted after inspection by authorized agency representative at time of delivery and documented on shipping documents with agencies employee signature, date and employee number.

3.10 The following documents are due upon delivery to the City or participating agency:

3.10.1 Material Safety Data Sheets

3.10.2 Shipping documents and/or invoice

4. TERMINATION FOR CAUSE

4.1 If services are found to not be in compliance with the provisions of this agreement; the Owners Agent shall notify the contractor, with follow-up notification in writing, of the complaint for non-compliance.

4.2 The contractor shall be given 24 hours to correct the cause of the complaint.

4.3 If the Owners Agent issues two (2) written complaints for non-compliance during the contract period, the Owner shall have the right to cancel the contract for services with the contractor.

4.4 The Purchasing Agent shall notify the contractor in writing of the cancellation of the contract.

4.4.1 The contract will terminate ten (10) days from the date of mailing of the written notice of cancellation.

4.4.2 In such event, the contractor shall have no liability to the Owner thereunder other than to fully perform such services to the end of said notice period, and the Owner shall have no liability to the contractor except to pay for such services as are actually performed pursuant to the terms of this contract.

Addendum #1
Annual Requirements fo Turf Fertilizers and Chemicals
Bid No. 14-268

Addenda are instruments issued by the City prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction.

Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes and clarifications to the City's specification and bidding documents:

Q. It would appear to me that this bid is for a golf course. Could you tell me how many acres of greens and fairways are in the course, please?

A. The bid is for all City of Lincoln/Lancaster County/PBC departments which will include five golf courses.

Q. In the Annual Requirements document, the Acceptance and Delivery of Materials Section 3.6, it states that delivery must be within 24 hours of the order. Did I interpret this statement correctly? I would be drop shipping product directly from our factory, but it would probably be about a week from order date to delivery date

A. A week delivery should be no problem although we generally place order for deliveries to be within 24-48 hours .

All other terms and conditions shall remain unchanged.

Dated this day 14th day of November 2014.

Shelly Hinze,
Buyer

SPECIAL PROVISIONS
FOR
TERM CONTRACTS

PURCHASING DEPARTMENT
CITY OF LINCOLN/LANCASTER COUNTY, NEBRASKA

1. ESTIMATED QUANTITIES

1.1 The quantities set forth in the line items and specification document are approximate and represent the estimated requirements for the contract period.
1.2 Items listed may or may not be an inclusive requirements for this category.
1.3 Category items not listed, but distributed by bidder are to be referred to as kindred items. Kindred items shall receive the same percentage of discount or pricing structure as items listed in the specification document.
1.4 The unit prices and the extended total prices shall be used as a basis for the evaluation of bids. The actual quantity of materials necessary may be more or less than the estimates listed in the specification document, but the City/County shall be neither obligated nor limited to any specified amount. If possible, the Owners will restrict increases/decreases to 20% of the estimated quantities listed in the specification document.

2. CONTRACT PERIOD

2.1 The material shall be delivered as ordered during the contract period, beginning from the date of contract execution and ending as indicated in the specifications or in the Attribute Section of the bid.
2.2 Bidder must indicate in the Bid, if extension renewals are an option.
2.3 By mutual consent of both parties it is understood and agreed that the contract may be renewed at the same prices and/or under the same conditions governing the original contract.

3. BID PRICES

3.1 Bidders must state in the Attribute Section if the bid prices will remain firm for the full contract period; or if the bid prices will be subject to escalation/de-escalation.
3.2 Escalation/De-escalation Clause: In the event that prevailing market conditions warrant an adjustment in bid prices contained in the contract, the following escalation/de-escalation clause shall be the only clause applicable or acceptable:

1. Contractor shall give written notice to the Purchasing Agent of any proposed changes from contract prices not less than thirty (30) calendar days prior to the effective date of said price changes.
2. Such notice must be accompanied by a certified copy of the supplier's advisory or notification to the contractor of price changes.
3. No price escalation will be authorized in excess of the amount of the increase referred to on the supplier's notice.
4. Purchasing shall issue a contract Addendum with revised pricing upon receipt and approval. The Addendum will be executed by both parties for the remaining term of the contract.
5. The approved price change shall be honored for all orders received by the contractor after the effective date of such price change.
6. Approved price changes are not applicable to orders already issued and in process at time of price change.
7. Purchasing reserves the right to audit and/or examine any pertinent books, documents, papers, records or invoices relating directly to the contract transaction in question after reasonable notice and during normal business hours.
8. The Purchasing Agent retains the right to determine whether or not such proposed price changes are in the best interests of the City/County.
9. If in the opinion of the Purchasing Agent any proposed increase is found unacceptable, the Purchasing Agent reserves the right to cancel the contract upon thirty (30) calendar days written notice.
10. Contractors must tie any price change clause to an industry-wide or otherwise nationally recognized index, or some other form of verifiable document. Contractor will put the Purchasing Agent on the mailing lists for such publication so that the Purchasing Agent can monitor said changes. Such membership will be no cost to the Owners.

4. CONTRACT ADMINISTRATION

4.1 The Purchasing Division will issue a Contract to all successful bidders. Such contract will incorporate the specifications and all other forms used during the bid process.
4.2 Orders for materials will be made as needed by the various Agencies following execution by all parties.
4.3 Contractor may be asked to assist the Purchasing Agent with the development of a list of repetitively purchased commodities, to periodically update such list, and to assist in the development of a list of suitable substitutions.
4.4 Contractor shall provide technical advice upon request, and assist in the evaluation of new products.
4.5 Contractor shall monitor orders to ensure the highest possible fill rate and minimize back-orders.

5. QUARTERLY REPORT

5.1 Upon request, the contractor shall provide to the Purchasing Agent a quarterly report, showing all purchases made under the terms and conditions of the contract.
5.2 Such quarterly report shall itemize the following information:
1. Each ordering department.
2. Items and quantities purchased by department.
3. Total dollar amount of purchases by department.

INSTRUCTIONS TO BIDDERS

City of Lincoln, Nebraska, County of Lancaster, Public Building Commission

E-Bid

1. BIDDING PROCEDURE

1.1 Sealed bid, formal and informal, subject to Instructions and General Conditions and any special conditions set forth herein, will be received in the office of the Purchasing Division, 440 So. 8th St., Lincoln, NE 68508, until the bid closing date and time indicated for furnishing the City of Lincoln, Lancaster County and Building Commission, hereafter referred to as "Owners" the materials, supplies, equipment or services shown in the electronic bid request.

1.2 Bidders shall use the electronic bid system for submitting bids and must complete all required fields. If you do not care to bid, please respond to the bid request and note your reason.

1.3 Identify the item you will furnish by brand or manufacturer's name and catalog numbers. Also furnish specifications and descriptive literature if not bidding the specific manufacturer or model as listed in the specifications.

1.4 Any person submitting a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.

1.5 Bids received after the time and date established for receiving bids will be rejected.

1.6 The Bidders and public are invited, but not required, to attend the formal opening of bids. At the opening, prices will be displayed electronically and/or read aloud to the public. The pricing is also available for immediate viewing on-line. No decisions related to an award of a contract or purchase order will be made at the opening.

1.7 If bidding on a construction contract, the City's Standard Specifications for Municipal Construction 2011 shall apply.

1.7.1 Bidders may obtain this document from the City's Design Engineering Division of the Public Works & Utilities Department for a small fee.

1.7.2 Said document can be reviewed at Design Engineering or the office of the Purchasing Division.

1.7.3 Said document is available on the web site. http://www.lincoln.ne.gov/city/pworks/engine/dconst/standard/stndspec/index.htm

2. BID SECURITY

2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the bid.

2.1.1 Bid security, if required, shall be in the amount specified on the bid. The bid security must be scanned and attached to the "Response Attachments" section of your response or it can be faxed to the Purchasing Office at 402-441-6513. The original bid security should then be sent or delivered to the office of the Purchasing Division, 440 S. 8th St., Ste. 200, Lincoln, NE 68508 to be received within three (3) days of bid closing.

2.1.2 If bid security is not received in the Office of the Purchasing Division as stated above, the vendor may be determined to be non-responsive.

2.2 If alternates are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.

2.3 Such bid security will be returned to the unsuccessful Bidders when the award of bid is made.

2.4 Bid security will be returned to the successful Bidder(s) as follows:

2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the Owners.

2.4.2 For all other contracts: upon approval by the Owners of the executed contract and bonds.

2.5 Owners shall have the right to retain the bid security of Bidders to whom an award is being considered until either:

2.5.1 A contract has been executed and bonds have been furnished.

2.5.2 The specified time has elapsed so that the bids may be withdrawn.

2.5.3 All bids have been rejected.

2.6 Bid security will be forfeited to the Owners as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

2.6.1 If the Bidder fails or refuses to enter into a contract on forms provided by the Owners, and/or if the Bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

3.1 Each Bidder by electronic signature and submitting a bid, represents that the Bidder has read and understands the specification documents, and the bid has been made in accordance therewith.

3.2 Each Bidder for services further represents that the Bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. **CLARIFICATION OF SPECIFICATION DOCUMENTS**

4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

4.2 Bidders desiring clarification or interpretation of the specification documents for formal bids shall make a written request which must reach the Purchasing Agent at least five (5) calendar days prior to the date and time for receipt of formal bids.

4.3 Changes made to the specification documents will be issued electronically. All vendors registered for that bid will be notified of the addendum. Subsequent Bidders will only receive the bid with the addendum included.

4.4 Oral interpretations or changes to the bidding documents made in any manner other than written form will not be binding on the Owners; and Bidders shall not rely upon such interpretations or changes.

5. **ADDENDA**

5.1 Addenda are instruments issued by the Owners prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.

5.2 Addenda notification will be made available to all registered vendors immediately via e-mail for inspection on-line.

5.3 No formal bid addendums will be issued later than forty-eight (48) hours prior to the date and time for receipt of formal bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.

6. **INDEPENDENT PRICE DETERMINATION**

6.1 By signing and submitting this bid, the Bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the Bidder prior to bid opening directly or indirectly to any other Bidder or to any competitor; no attempt has been made, or will be made, by the Bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. **ANTI-LOBBYING PROVISION**

7.1 During the period between the bid advertisement date and the contract award, Bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City or County staff or officers except in the course of Owner sponsored inquiries, briefings, interviews, or presentations, unless requested by the Owners.

8. **BRAND NAMES**

8.1 Wherever in the specifications or bid that brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.

8.2 It is the Bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the Owners that said item is equal to, or better than, the product specified.

8.3 Bids for alternate items shall be stated in the appropriate space on the e-bid form, or if the proposal form does not contain blanks for alternates, Bidder MUST attach to its bid document on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation.

8.4 The Bidder must indicate any variances by item number from the specification document no matter how slight.

8.5 If variations are not stated in the bid, it will be assumed that the item being bid fully complies with the Owners' bidding documents.

9. **DEMONSTRATIONS/SAMPLES**

9.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the Owners.

9.2 Such demonstration can be at the Owners delivery location or a surrounding community.

9.3 If items are small and malleable, the Bidder is proposing an alternate product, the Bidder shall supply a sample of the exact item. Samples will be returned at Bidder's expense after receipt by the Owners of acceptable goods. The Bidder must indicate how samples are to be returned.

10. **DELIVERY (Non-Construction)**

10.1 Each Bidder shall state on the bid the date upon which it can make delivery of all equipment or merchandise.

10.2 The Owners reserve the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the bid.

10.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the Owners at the location specified by the Owners, with all transportation charges paid.

10.4 At the time of delivery, a designated Owner employee will sign the invoice/packing slip. The signature will only indicate that the order has been received and the items actually delivered agree with the delivery invoice. This signature does not indicate all items met specifications, were received in good condition and/or that there is not possible hidden damage or shortages.

11. WARRANTIES, GUARANTEES AND MAINTENANCE

11.1 Copies of the following documents, if requested, shall accompany the bid proposal for all items being bid::

11.1.1 Manufacturer's warranties and/or guarantees.

11.1.2 Bidder's maintenance policies and associated costs.

11.2 As a minimum requirement of the Owners, the Bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the Owners. Replacement parts of defective components shall be shipped at no cost to the Owners. Shipping costs for defective parts required to be returned to the Bidder shall be paid by the Bidder.

12. ACCEPTANCE OF MATERIAL

12.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.

12.2 Material delivered under this proposal shall remain the property of the Bidder until:

12.2.1 A physical inspection and actual usage of the material is made and found to be acceptable to the Owners; and

12.2.2 Material is determined to be in full compliance with the bidding documents and accepted proposal.

12.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, the Owners reserves the right to cancel the order upon written notice to the Bidder and return materials to the Bidder at Bidder's expense.

12.4 Awarded Bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the Owner, as required by the specification documents or purchase orders.

12.5 Awarded Bidder's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

13. BID EVALUATION AND AWARD

13.1 The electronic signature shall be considered an offer on the part of the Bidder. Such offer shall be deemed accepted upon issuance by the Owners of purchase orders, contract award notifications, or other contract documents appropriate to the work.

13.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each Bidder so agrees in submitting the bid.

13.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.

13.4 The bid will be awarded to the lowest responsible, responsive Bidder whose bid will be most advantageous to the Owners, and as the Owners deem will best serve the requirements and interests of the Owners.

13.5 The Owners reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the Owners.

13.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the Owners. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.

13.7 The Owners reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

13.8 Any governmental agency may piggyback on any contract entered into from this bid.

14. INDEMNIFICATION

14.1 The Bidder shall indemnify and hold harmless the Owners from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the Owners for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the Owners.

14.2 In any and all claims against the Owners or any of its members, officers or employees by an employee of the Bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 14.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the Bidder or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts.

15. TERMS OF PAYMENT

15.1 Unless stated otherwise, the Owners will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

16. LAWS

16.1 The laws of the State of Nebraska shall govern the rights, obligations, and remedies of the parties under this proposal and any contract reached as a result of this process.

16.2 Bidder agrees to abide by all applicable local, state and federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

17. EQUIPMENT TAX ASSESSMENT

17.1 Any bid for public improvement shall comply with Nebraska Revised Statutes Section 77-1323 and 77-1324. Indicating; every person, partnership, limited liability company, association or corporation furnishing labor or material in the repair, alteration, improvement, erection, or construction of any public improvement shall sign a certified statement which will accompany the contract. The certified statement shall state that all equipment to be used on the project, except that acquired since the assessment date, has been assessed for taxation for the current year, giving the county where assessed.

18. AFFIRMATIVE ACTION

18.1 The City of Lincoln-Lancaster County provides equal opportunity for all Bidders and encourages minority businesses, women's businesses and locally owned business enterprises to participate in our bidding process.

19. INSURANCE

19.1 All Bidders shall take special notice of the insurance provisions required for all City/County and Building Commissions contracts (see *Insurance Requirements for City, County, Building Commission*).

20. EXECUTION OF AGREEMENT

20.1 Depending on the type of service and commodity provided, one of the following methods will be employed. The method applicable to this contract will be checked below:

_____ a. **PURCHASE ORDER**, unless otherwise noted.

1. This Contract shall consist of a City of Lincoln, Lancaster County and City-County Public Building Commission Purchase Order.
2. A copy of the Bidder's bid response (or referenced bid number) attached and that the same, in all particulars, becomes the contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents.

__X__ b. **CONTRACT,** unless otherwise noted.

1. City, County and City-County Public Building Commission will furnish copies of a Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance (as required), surety bonds properly executed (as required), and Contract signed and dated.
2. The prepared documents shall be returned to the Purchasing Office within 10 days (unless otherwise noted).
3. The City, County and City-County Public Building Commission will sign and date the Contract.
4. Upon approval and signature, the City, County and City-County Public Building Commission will return one copy to the successful Bidder.

21. TAXES AND TAX EXEMPTION CERTIFICATE

21.1 The Owners are generally exempt from any taxes imposed by the state or federal government. A Tax Exemption Certificate will be provided as applicable.

22.2 The Water Division of the City of Lincoln is taxable per Reg. 066.14A and no exemption certificate will be issued.

22. CITY AUDIT ADVISORY BOARD

22.1 All parties of any City agreement shall be subject to audit pursuant to Chapter 4.66 of the Lincoln Municipal Code and shall make available to a contract auditor, as defined therein, copies of all financial and performance related records and materials germane to the contract/order, as allowed by law.

23. E-VERIFY

23.1 In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify.