



**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
INVITATION FOR BID #066-2011**

THIS IS NOT AN ORDER

RETURN

TO: Jason L. Finke, CPPO, Senior Buyer
City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

Date Issued: January 25, 2011

Buyer's Email: jfinke@springfieldmo.gov

Telephone Number: 417-864-1624

Fax Number: 417-864-1927

PRE-BID CONFERENCE: FEBRUARY 1, 2011, 10:00 AM

DUE DATE: FEBRUARY 9, 2011

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO **3:00 P.M. ON WEDNESDAY, FEBRUARY 9, 2011**. Bids will be opened by the buyer at the location listed above.

- Bids shall be submitted on the forms provided and must be manually signed by the individual authorized to legally bind the company.
- Bids shall be submitted with the IFB number clearly indicated on the outside of the mailing envelope.
- Bids received after the opening date and time will be rejected.
- The attached Terms and Conditions shall become part of any purchase order resulting from this bid.
- **FAXED/EMAILED BIDS WILL NOT BE ACCEPTED.**

You are invited to submit your bid to furnish the materials and/or services described herein. Please submit your prices/fees net of all discounts.

DESCRIPTION

PARK CENTRAL EAST AND WEST STREETSCAPE

See attached General Conditions, Specifications, and Bid Form for detailed information.

DELIVERY: F.O.B. DESTINATION

The articles to be furnished hereunder shall be delivered all transportation charges paid by the bidder to destination.

It is the intent of the City that this Invitation for Bid promotes competitive bidding. It shall be the Vendor's responsibility to advise the Division of Purchases if any language, requirements, etc. any combination thereof, inadvertently restricts or limits the requirements stated in this Invitation for Bid to a single source. Such notification must be submitted in writing and must be received by the Division of Purchases not later than three (3) days prior to the bid opening date.

**CITY OF SPRINGFIELD
INSTRUCTION TO BIDDERS**

01. Opening Location

The Bids will be opened at the City of Springfield, Division of Purchases, 218 E. Central, Springfield, MO 65802 in the presence of Purchasing officials at the due date and time indicated on the IFB. All bidders or their representatives are invited to attend the opening of the IFB.

02. IFB Delivery Requirements

Any Bids received after the above stated time and date will not be considered. It shall be the sole responsibility of the bidder to have their Bid delivered to the Division of Purchases for receipt on or before the due date and time indicated. If a Bid is sent by U.S. Mail, the bidder shall be responsible for its timely delivery to the Division of Purchases office. Bids delayed by mail shall not be considered, shall not be opened, and shall be rejected. Arrangements may be made for their return at the bidder's request and expense. Bids may be mailed to the Division of Purchases and accepted if the signed bid form and required information was mailed and received prior to the due date and time. Bids sent by email will not be accepted.

03. Sealed and Marked

If sent by mail, one original signed Bid shall be submitted in one sealed package, clearly marked on the outside of the package with the Invitation for Bid number and addressed to:

City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

04. Legal Name and Signature

Bids shall clearly indicate the legal name, address, and telephone number of the bidder (company, firm, corporation, partnership, or individual). Bids shall be manually signed above the printed name and title of signer on the Affidavit of Compliance page. The signer shall have the authority to bind the company to the submitted Bid. Failure to properly sign the Bid form shall invalidate same, and it shall not be considered for award.

05. Corrections

No erasures are permitted. If a correction is necessary, draw a single line through the entered figure and enter the corrected figure above it. Corrections must be initialed by the person signing the Bid.

06. Clarification and Addenda

Each bidder shall examine all Invitation for Bid documents and shall judge all matters relating to the adequacy and accuracy of such documents. Any inquiries or suggestions, concerning interpretation, clarification, or additional information pertaining to the Invitation for Bid shall be made through the Division of Purchases in writing or through email. The Division of Purchases shall not be responsible for oral interpretations given by any City employee, representative, or others. The issuance of written addenda is the official method whereby interpretation, clarification, or additional information can be given.

It shall be the responsibility of each bidder, prior to submitting their Bid, to contact the Division of Purchases at phone number 417-864-1620, or to check the Purchasing website to determine if addenda were issued and to make such addenda a part of their Bid at: www.springfieldmo.gov/egov/finance/bid_center.html

07. IFB Expenses

All expenses for making Bids to the City are to be borne by the bidder.

08. Irrevocable Offer

Any Bid may be withdrawn up until the due date and time set for opening of the IFB. Any Bid not so withdrawn shall, upon opening, constitute an irrevocable offer for a minimum period of 90 days to sell to the City the goods or services set forth in the IFB, until one or more of the Bids have been duly accepted by the City.

09. Responsive and Responsible Bidder

To be responsive, a bidder shall submit a Bid which conforms in all material respects to the requirements set forth in the Invitation for Bid. To be a responsible bidder, the bidder shall have the capability in all respects to perform fully the contract requirements, and the tenacity, perseverance, experience, integrity, reliability, capacity, facilities, equipment and credit which will ensure good faith performance. The lowest responsible bidder shall mean the bidder who makes the lowest Bid to sell goods or services of a quality which conforms closest to the quality of goods or services set forth in the specifications or otherwise required by the City and who is known to be fit and capable to perform the Bid as made.

10. Reserved Rights

The City reserves the right to make such investigations as it deems necessary to make the determination of the bidder's responsiveness and responsibility. Such information may include, but shall not be limited to: current financial statement, verification of availability of equipment and personnel, and past performance records.

11. The Right to Audit

The bidder agrees to furnish supporting detail as may be required by the City to support charges or invoices, to make available for audit purposes all records covering charges pertinent to the purchase, and to make appropriate adjustments in the event discrepancies are found. The cost of any audit will be paid by the City. The City shall have the right to audit the bidder's records pertaining to the work/product for a period of three (3) years after final payment.

12. Applicable Law

All applicable laws and regulations of the State of Missouri and the City including the City Procurement Regulations and Procedures will apply to any resulting agreement, contract, or purchase order. Any involvement with the City Procurement shall be in accordance with the Procurement Regulations and Procedures.

13. Right to Protest

Appeals and remedies are provided for in the City Procurement Regulations. Protestors shall seek resolution of their complaints initially with the City Purchasing Agent.

Any protest shall state the basis upon which the solicitation or award is contested and shall be submitted within ten (10) calendar days after such aggrieved person knew or could have reasonably been expected to know of the facts giving rise thereto.

14. Ethical Standards

With respect to this IFB, if any bidder violates or is a party to a violation of the general ethical standards of the City Procurement Code or the State of Missouri Statutes, such bidder may be disqualified from furnishing the goods or services for which the Bid is submitted and shall be further disqualified from submitting any future Bids. A copy of the City's General Ethical Standards is available at the Division of Purchases.

15. Collusion

By offering a submission to this Invitation for Bid, the bidder certifies the bidder has not divulged, discussed, or compared the Bid with other bidders and has not colluded with any other bidder or parties to this IFB whatsoever. Also, the bidder certifies, and in the case of a joint Bid, each party thereto certifies as to their own organization, that in connection with this IFB:

- a. Any prices and/or cost data submitted have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such prices and/or cost data, with any other bidder or with any competitor.
- b. Any prices and/or cost data for this Bid have not knowingly been disclosed by the bidder and will not knowingly be disclosed by the bidder prior to the scheduled opening directly or indirectly to any other bidder or to any competitor.
- c. No attempt has been made or will be made by the bidder to induce any other person or firm to submit or not to submit a Bid for the purpose of restricting competition.
- d. The only person or persons interested in this Bid, principal or principals are named therein and that no person other than therein mentioned has any interest in this Bid or in the contract to be entered into.
- e. No person or agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee exempting bona fide employees or established commercial agencies maintained by the Purchaser for the purpose of doing business.

16. Contract Forms

Any agreement, contract, or purchase order resulting from the acceptance of a Bid shall be on forms either supplied by or approved by the City.

17. Liability and Indemnity

- a. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
- b. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor.
- c. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.

18. IFB Forms, Variances, Alternates

Bids must be submitted on attached City IFB forms, although additional information may be attached. Bidders must indicate any variances from the City requested specifications and/or terms and conditions, on the IFB Affidavit of Compliance. Otherwise, bidders must fully comply with the City requested specifications and terms and conditions. Alternate Bids may or may not be considered at the sole discretion of the City Purchasing Agent.

19. Bid Form

All blank spaces must be completed with the appropriate response. The bidder must state the price, written in ink, for what is proposed to complete each item of the project. Bidders shall insert the words "no bid" in the space provided for an item for which no Bid is made. The bidder shall submit an executed Bid form, affidavit of compliance with other requested documents.

20. Modifications or Withdrawal of Bid

A modification for a Bid already received will be considered only if the modification is received prior to the time announced for opening of Bids. All modifications shall be made in writing, executed, and submitted on the same form and manner as the original Bid. Modifications submitted by telephone, fax, or email will not be considered.

21. No Bid

If not submitting a Bid, respond by returning the "Statement of No Bid" no later than the stated Bid opening time and date, and explain the reason in the space provided.

22. Errors in Bids

Bidders or their authorized representatives are expected to fully inform themselves as to the conditions, requirements, and specifications before submitting Bids; failure to do so will be at the bidder's own risk. Neither law nor regulations make allowance for errors either of omission or commission on the part of bidders. In case of error of extension of prices in the Bid, the unit price shall govern.

23. Prices Bid

Give both unit price and extended total. Price must be stated in units of quantity specified in the bidding specifications. In case of discrepancy in computing the amount of the Bid, the unit price of the Bid will govern. All prices shall be F.O.B. destination, freight prepaid (unless otherwise stated in special conditions). Each item must be bid separately and no attempt is to be made to tie any item or items in with any other item or items. If a bidder offers a discount on payment terms, the discount time will be computed from the date of satisfactory delivery at place of acceptance and receipt of correct invoice at the office specified. Payment terms shall be Net 30 if not otherwise specified. Pre-payment terms are not acceptable.

24. Discounts

Any and all discounts except cash discounts for prompt payments must be incorporated as a reduction in the Bid price and not shown separately. The price as shown on the Bid shall be the price used in determining award(s).

25. Descriptive Information

All equipment, materials, and articles incorporated in the product/work covered by this IFB are to be new and of suitable grade for the purpose intended. Brand or trade names referenced in specifications are for comparison purposes only. Bidders may submit Bids on items manufactured by other than the manufacturer specified when an "or equal" is stated.

26. Deviations to Specifications and Requirements

When bidding on an "or equal," Bids must be accompanied with all descriptive information necessary for an evaluation of the proposed material or equipment such as the detailed drawings and specifications, certified operation and test data, and experience records. Failure of any bidder to furnish the data necessary to determine whether the product is equivalent, may be cause for rejection of the specific item(s) to which it pertains. All deviations from the specifications must be noted in detail by the bidder on the Affidavit of Compliance form, at the time of submittal of Bid. The absence of listed deviations at the time of submittal of the Bid will hold the bidder strictly accountable to the specifications as written. Any deviation from the specifications as written and accepted by the City may be grounds for rejection of the material and/or equipment when delivered.

27. Samples (if required)

For certain types of procurements, samples may be required. If samples are required, it will be stated in the IFB. The following conditions and requirements apply to all samples submitted.

- a. The samples submitted by bidders on items for which they have received an award may be retained by the City until the delivery of contracted items is completed and accepted. Bidders whose samples are retained may remove them after delivery is accepted.
- b. Samples not retained must be removed as soon as possible after award has been made on the item or items for which the samples have been submitted. The City will not be responsible for such samples not removed by the bidder within 30 days after the award has been made. The City reserves the right to consume any or all samples for testing purposes.
- c. Bidders shall make all arrangements for delivery of samples to place designated as well as the removal of samples. Cost of delivery and removal of samples shall be borne by the bidder.
- d. All samples packages shall be marked "Sample for Division of Purchases" and each sample shall bear the name of the bidder, item number, Bid number, and shall be carefully tagged or marked in a substantial manner. Failure of the bidder to clearly identify samples as indicated may be considered sufficient reason for rejection of Bid.

28. Quality Guaranty

If any product delivered does not meet applicable specifications or if the product will not produce the effect that the bidder represents to the City, the bidder shall pick up the product from the City at no expense. Also, the bidder shall refund to the City any money which has been paid for same. The bidder will be responsible for attorney fees in the event the bidder defaults and court action is required.

29. Quality Terms

The City reserves the right to reject any or all materials if, in its judgment, the item reflects unsatisfactory workmanship, manufacturing, or shipping damages.

30. Tax-Exempt

The City is exempt from sales taxes and Federal Excise Taxes: Missouri Tax ID Number 12493651.

31. Awards

- a. Unless otherwise stated in the Invitation for Bid, cash discounts for prompt payment of invoices will not be considered in the evaluation of prices. However, such discounts are encouraged to motivate prompt payment.

- b. *As the best interest of the City may require, the right is reserved to make awards by item, group of items, all or none, or a combination thereof; to reject any and all Bids or waive any minor irregularity or technicality in Bids received.*
- c. *Awards will be made to the Bidder whose Bid (1) meets the specifications and all other requirements of the Invitation for Bid and (2) is the lowest and best Bid, considering price, delivery, responsibility of the bidder, and all other relevant factors.*

32. Authorized Product Representation

The successful bidder(s) by virtue of submitting the name and specifications of a manufacturer's product will be required to furnish the named manufacturer's product. By virtue of submission of the stated documents, it will be presumed by the City that the bidder(s) is legally authorized to submit and the successful bidder(s) will be legally bound to perform according to the documents.

33. Regulations

It shall be the responsibility of each bidder to assure compliance with OSHA, EPA, Federal, State of Missouri, and City rules, regulations, or other requirements, as each may apply.

34. Termination of Award

Any failure of the bidder to satisfy the requirements of the City shall be reason for termination of the award. Any Bid may be rejected in whole or in part for good cause when in the best interest of the City.

35. Royalties and Patents

The successful bidder(s) shall pay all royalties and license fees for equipment or processes in conjunction with the equipment being furnished. Bidder shall defend all suits or claims for infringement of any patent right and shall hold the City harmless from loss on account or cost and attorney's fees incurred.

36. Equal Employment Opportunity Clause

The City of Springfield, in accordance with the provision of Title VI of the Civil Rights Act of 1964 (78 Stat. 252) and the Regulations of the Department of Commerce (15 CFR, Part 8) issued pursuant to such Act, hereby notifies all bidders that affirmatively ensure that in any contract entered into pursuant to this advertisement that minority businesses will be afforded full opportunity to submit Bids in response to this advertisement and will not be discriminated against on the grounds of race, color, or national origin in consideration for award.

37. Bid Tabulation

Bidders may request a copy of the bid tabulation of the Invitation for Bid.

38. Budgetary Constraints

The City reserves the right to reduce or increase the quantity, retract any item from the Bid, or upon notification, terminate entire agreement without any obligations or penalty based upon availability of funds.

39. Additional Purchases by Other Public Agencies

The bidder by submitting a Bid authorizes other public agencies to "Piggy-Back" or purchase equipment and services being proposed in this Invitation for Bid unless otherwise noted on the Affidavit of Compliance Form.

40. Order of Precedence

Any and all Special/General Conditions and Specifications attached hereto, which varies from the instruction to bidders, shall take precedence.

41. Affidavit for Service Contracts

The Bidder represents, in accordance with RSMO 285.530.2 that they have not employed, or subcontracted with, unauthorized aliens in connection with the scope of work to be done under the IFB and agrees to provide an affidavit to the City of Springfield affirming that they have not, and will not in connection with the IFB, knowingly employ, or subcontract with, any person who is an unauthorized alien.

42. Inspection and Acceptance

No item(s) received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect the item(s). Any item(s) which are discovered to be defective or which do not conform to any warranty of the Seller upon inspection may be returned at the seller's expense for full credit or replacement. If at a later time, the defects were not ascertainable upon the initial inspection may also be returned at the Seller's expense for full credit or replacement. The City's return of defective items shall not exclude any other legal, equitable or contractual remedies the City may have.

**CITY OF SPRINGFIELD
INVITATION FOR BID #066-2011
GENERAL TERMS AND CONDITIONS**

1. **PROJECT/LOCATION:** The work consists of installation of a complete working irrigation system, first year irrigation service and installation of plant materials on Park Central East and West located within the Springfield, Missouri City Limits. The irrigation involves extending the existing system within Park Central Square perimeter sidewalks between Park Central East and Park Central West. The new work will tie into existing valve boxes located approximately as shown on plans. Field verify precise location of zone valves to be tied into. . The Contractor shall be responsible for providing a complete, operable system covering the area identified on the sheets incorporated herein.
2. **QUESTIONS:** All questions regarding the scope of work, procurement process, etc., must be directed to Jason Finke, Senior Buyer at (417) 864-1624. Bidders shall not contact other employees of the City concerning this procurement.
3. **PRE-BID CONFERENCE:** A pre-bid conference and site investigation is scheduled for **10:00 am on Tuesday, February 1, 2011** at the Purchasing Division located at 218 E Central, Springfield, MO 65802. All Bidders are encouraged to attend.
4. **PERFORMANCE BOND AND A LABOR, AND MATERIALS PAYMENT BOND (if contract is over \$25,000):** The Contractor shall furnish a Performance Bond and a Labor and Materials Payment Bond with surety approved by the City and on the forms approved by the City, each bond shall be in the full amount of the contract conditioned upon the full and faithful performance of all major terms and conditions of this contract and payment of all labor and material suppliers. It is further mutually agreed between the parties hereto that if at any time after the execution of this agreement and the surety bond(s) hereto attached for its faithful performance and payment of labor and material suppliers, the City shall deem the surety or sureties upon such bond(s) to be unsatisfactory, or if, for any reason, such bond(s) ceases to be adequate to cover the performance of the work, the Contractor shall, at its expense, within five (5) days after the receipt of notice from the City to do so, furnish an additional bond or bonds, in such form and amount, and with such surety or sureties as shall be satisfactory to the City. In such event no further payment to the Contractor shall be deemed to be due under this contract until such new or additional security for the faithful performance of the work and the payment of labor and material suppliers shall be furnished in a manner and form satisfactory to the City. The corporate surety on any performance or payment bond must be licensed by the State of Missouri and if the required bond exceeds \$25,000 must be listed in United States Treasury Circular 570.
5. **PREVAILING WAGE:** All labor utilized in the construction of the above public improvement shall be paid a wage of no less than the prevailing hourly rate of wages of work of a similar character in this locality as established by the Department of Labor and Industrial Standards.
6. **EXCESSIVE UNEMPLOYMENT IS IN EFFECT:** Only Missouri laborers and laborers from nonrestrictive states are allowed by law to be employed on Missouri's public works projects when the unemployment rate exceeds 5 percent for two consecutive months. **(See Sections 290.550 through 290.580 RSMo).**

Restrictive states are as follows: Alaska, Arizona, California, Colorado, Connecticut, Delaware, District of Columbia, Florida, Idaho, Illinois, Iowa, Maine, Massachusetts, Mississippi, Montana, Nevada, New Jersey, North Dakota, Oklahoma, South Dakota, and the U.S. Virgin Islands, West Virginia and Wyoming.

**CITY OF SPRINGFIELD
INVITATION FOR BID #066-2011
GENERAL CONDITIONS**

1. **INVESTIGATION OF CONDITIONS:** Before submitting an offer, Bidders shall carefully examine the drawings and plans and specifications, visit the site of the work, and fully inform themselves as to all existing conditions and limitations **including verification of measurements and quantities** and shall include in the bid a sum to cover the cost of items of work to be performed and, if awarded the contract, shall not be allowed any extra compensation by reason of any matter or item concerning which such Bidder might have fully informed itself prior to the bid. The successful Contractor must employ, so far as possible such methods and means in carrying out of their work as will not cause any interruption or interference with any other Contractor.
2. **QUANTITIES:** Quantities and measurements provided herein and on the plan set are estimates only. Actual quantities may be more or less. The Contractor shall be responsible for determination of actual quantities and measurements necessary to complete the project in accordance with all plans and specifications herein. Payment to the Contractor will be made only for the actual quantities of work performed and accepted in accordance with the contract. All unit prices shall be firm and fixed regardless of the actual quantity of work and materials authorized by the City.
3. **INTERPRETATIONS:** No oral interpretations will be made to any Bidder as to the meaning of the plans and specifications or the acceptability of alternate products, materials, form or type of construction. Every request for interpretation shall be made in writing and submitted with all supporting documents not less than five (5) calendar days before opening of bids. The request shall be sent directly to the Buyer, Jason Finke. A copy of said request shall be mailed to the City at the address specified in the Notice to Contractors. Every interpretation made to a Bidder will be in the form of an addendum and will be sent as promptly as is practicable to all persons to whom plans and specifications have been issued. All such addenda shall become part of the contract documents.
4. **PRICE:** The Contractor agrees that all fees shall be at the rates specified in the Contractor's bid for the entire term of the Contract. **Items** required to complete the project, but are not shown on the bid as separate items, shall be included in the bid price such as excavation, backfilling, seeding, or base stone.
5. **TIME OF COMPLETION:** It is desired that the installation and testing of the irrigation system, installation of the top soil, fine grading and plant materials be completed no later than July 2,2011. It is further determined that Landscape Maintenance, as described herein, shall commence upon acceptance by the City and be executed through May 31, 2012. Additional services required shall be completed as described in paragraph 6 below. Bidder shall provide their guaranteed completion date on the Bid Form-Proposal.
6. **TERM OF CONTRACT:** One year system service and maintenance after completion and acceptance of work. Includes the following services which are to be billed at the prices bid on the Bid Form-Proposal. These prices are not to be included in the base bid amount.
 - A. Backflow test shall be completed immediately upon connection to the water meter per state and local requirements, and reports shall be submitted to City Utilities, and a copy to the City, no later than 30 days from connection to city water supply. Contractor shall be certified by the Missouri Department of Natural Resources to do backflow prevention.
 - B. Initial Spring Startup shall be completed no later than April 1, 2012. The Initial Spring Startup shall include
 1. Verification of the time clocks and their proper operation;
 2. Programming of controller;
 3. Activation of system;
 4. Visual inspection of all control valves and heads for leaks, proper coverage and operation;

5. Check rain sensor for proper performance;
 6. Submittal of written report along with notation of any adjustments or repairs made.
- C. Mid-season check shall be performed in the month of July or August, 2012. It shall include checking for dry areas and coverage issues. Change schedules as needed. Contractor shall submit a written report after inspection on each location stating the status of the system, along with recommendations and changes made to the system.
- D. Fall Winterization and shutdown shall be performed in October or November, 2012. Contractor shall drain and use compressed air to be blown throughout the entire system until reasonably free of water, to prevent freezing.
- E. Follow-up Spring Startup shall be performed in April or May, 2013. The Follow-up Spring Startup shall include
1. Verification of the time clocks and their proper operation;
 2. Re-programming of controller;
 3. Activation of system;
 4. Visual inspection of all control valves and heads for leaks, proper coverage and operation;
 5. Check rain sensor for proper performance;
 6. Submittal of written report along with notation of any recommended adjustments or repairs.
7. **INSPECTION AND ACCEPTANCE:** No material received by the City pursuant to this contract shall be deemed accepted until the City has had reasonable opportunity to inspect said material. All material which is discovered to be defective or which does not conform to any warranty of the Contractor herein upon inspection, or at any later time if the defects contained in the material were not reasonably ascertainable upon the initial inspection, may be returned at the Contractor's expense for full credit or replacement.
8. **BIDDERS QUALIFICATIONS:** Bidder shall submit proof of having completed the Rain Bird's MDC control system training, and having installed similar systems. The City shall have the right to take such steps as it deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the City such additional information and data for this purpose as may be requested. The right is reserved to reject any bid where an investigation or consideration of the information submitted by such Bidder does not satisfy the City that the Bidder is qualified to carry out properly the terms of the contract documents.
9. **SUBCONTRACTING:** The Contractor shall as a minimum perform with his own organization work amounting to not less than fifteen (15%) percent of the total contract cost to be eligible for a bid award. A Subcontractor may not subcontract any portion of his work. The Contractor shall provide a complete list of **all** Subcontractors to the City within ten (10) days of award of contract.
10. **AWARD:** The City's intention is to review "Group by Group"; however, the City reserves the right to award in its best interest. The City reserves the right to request additional information including a financial statement in determining the most responsive and responsible bid.

**CITY OF SPRINGFIELD
INVITATION FOR BID #066-2011
CONTRACT CONDITIONS**

1. **AUTHORIZATION:** The services of the Contractor shall commence only as authorized in writing by City Purchase Order or other written notice and shall be undertaken and completed as promised by the Contractor in its bid.
2. **TERM:** The term of this contract shall be for one year beginning on the effective date of the contract. The City may, at its sole option, extend the contract for up to one (1) additional one year terms upon written notice to the Contractor.
3. **TIME OF COMPLETION:** Notwithstanding the term of the Contract, the Contractor shall complete all work and provide all services in accordance with the schedule of time promised by the Contractor in the Contractor's bid.
4. **OCCUPATIONAL LICENSE:** The Contractor shall obtain and maintain an occupational license with the City of Springfield, Missouri. The cost for this occupational license shall be borne by the Contractor. No contract will be executed by the City until this occupational license has been obtained.
5. **CERTIFICATION OF NON-RESIDENT/FOREIGN CONTRACTORS:** If the Contractor is a foreign corporation or non-resident Contractor, it is agreed that the Contractor shall procure and maintain during the life of this contract:
 - A. A certificate of authority to transact business in the State of Missouri from the Secretary of State, unless exempt pursuant to the provisions of Section 351.572 RSMo.
 - B. A certificate from the Missouri Director of Revenue evidencing compliance with transient employer financial assurance law, unless exempt pursuant to the provisions of Section 285.230 RSMo.
6. **INSURANCE REQUIREMENTS:** Without limiting any of the other obligations or liabilities of the Contractor, the Contractor shall secure and maintain at its own cost and expense, throughout the duration of this Contract and until the work is completed and accepted by the City, insurance of such types and in such amounts as may be necessary to protect it and the interests of the City against all hazards or risks of loss as hereunder specified or which may arise out of the performance of the Contract Documents. The form and limits of such insurance, together with the underwriter thereof in each case, are subject to approval by the City. Regardless of such approval, it shall be the responsibility of the contractor to maintain adequate insurance coverage at all times during the term of the Contract. Failure of the Contractor to maintain coverage shall not relieve it of any contractual responsibility or obligation or liability under the Contract Documents.

The certificates of insurance, including evidence of the required endorsements hereunder or the policies, shall be filed with the City within ten (10) days after the date of the receipt of Notice of Award of the Contract to the Contractor and prior to the start of work. All insurance policies shall provide thirty (30) days written notice to be given by the insurance company in question prior to modification or cancellation of such insurance and shall list the City as additional insured. Such notices shall be mailed, certified mail, return receipt requested, to:

City of Springfield - Division of Purchases, 218 E. Central, Springfield, MO 65802

The minimum coverage for the insurance referred to herein shall be in accordance with the requirements established below:

- | | |
|--|---|
| A. Workers' Compensation
Employer's Liability | Statutory coverage per R.S.Mo. 287.010 et seq
\$1,000,000.00 |
|--|---|

- B. **Commercial General Liability Insurance**, including coverage for Premises, Operations Products and Completed Operations, Contractual Liability, Broad Form Property Damage, Independent Contractors, Explosion, Collapse, and Underground Property Damage and endorsed for blasting if blasting required. Such coverage shall apply to Bodily Injury and Property Damage on an "Occurrence Form Basis" with limits of **Two Million Five Hundred Forty-Five Thousand and Sixty-Two Dollars (\$2,545,062.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Eighty-One Thousand Seven Hundred and Fifty-Nine Dollars (\$381,759.00)** for any one person in a single accident or occurrence.
- C. **Automobile Liability Insurance** covering Bodily Injury and Property Damage for owned, non-owned and hired vehicles with limits of **Two Million Five Hundred Forty-Five Thousand and Sixty-Two Dollars (\$2,545,062.00)** for all claims arising out of a single accident or occurrence and **Three Hundred Eighty-One Thousand Seven Hundred and Fifty-Nine Dollars (\$381,759.00)** for any one person in a single accident or occurrence.
- D. **Subcontracts**: In case any or all of this work is sublet, the Contractor shall require the subcontractor to procure and maintain all insurance required in subparagraphs (a), (b) and (c) hereof and in like amounts. Contractor shall require any and all subcontractors with whom it enters into a contract to perform work on this project to protect the City through insurance against applicable hazards or risks and shall provide evidence of such insurance.
- E. **Notice**: The Contractor and/or subcontractor shall furnish the City prior to beginning the work, satisfactory proof of carriage of all the insurance required by this contract, with the provision that policies shall not be canceled, modified or non-renewed without thirty (30) days written notice to the City of Springfield.
7. **GENERAL INDEPENDENT CONTRACTOR CLAUSE**: This agreement does not create an employee/employer relationship between the parties. It is the parties' intention that the Contractor will be an independent Contractor and not the City's employee for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, Missouri revenue and taxation laws, Missouri workers' compensation and unemployment insurance laws. The Contractor will retain sole and absolute discretion in the judgment of the manner and means of carrying out the Contractor's activities and responsibilities hereunder. The Contractor agrees that it is a separate and independent enterprise from the public employer, that it has a full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This agreement shall not be construed as creating any joint employment relationship between the Contractor and the City, and the City will not be liable for any obligation incurred by the Contractor, including but not limited to unpaid minimum wages and/or overtime premiums.
8. **CONTRACTOR'S RESPONSIBILITY FOR SUBCONTRACTORS**: It is further agreed that Contractor shall be as fully responsible to the City for the acts and omissions of its subcontractors, and of persons either directly or indirectly employed by them, as Contractor is for the acts and omissions of persons it directly employs. Contractor shall cause appropriate provisions to be inserted in all subcontracts relating to this work, to bind all subcontractors to contractor by all the terms herein set forth, insofar as applicable to the work of subcontractors and to give Contractor the same power regarding termination of any subcontract as the City may exercise over Contractor under any provisions of this contract. Nothing contained in this contract shall create any contractual relations between any subcontractor and the City or between any subcontractors.
9. **NON-DISCRIMINATION**: The Contractor agrees in the performance of this Contract not to discriminate on the grounds or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age or political opinion or affiliation, against any employee or Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder.

10. **LIABILITY AND INDEMNITY:**

- A. In no event shall the City be liable to the Contractor for special, indirect, or consequential damages, except those caused by the City's gross negligence or willful or wanton misconduct arising out of or in any way connected with a breach of this contract. The maximum liability of the City shall be limited to the amount of money to be paid or received by the City under this contract.
 - B. The Contractor shall defend, indemnify and save harmless the City, its elected or appointed officials, agents and employees from and against any and all liability, suits, damages, costs (including attorney fees), losses, outlays and expenses from claims in any manner caused by, or allegedly caused by, or arising out of, or connected with, this contract, or the work or any subcontract thereunder (the Contractor hereby assuming full responsibility for relations with subcontractors), including, but not limited to, claims for personal injuries, death, property damage, or for damages from the award of this contract to Contractor, notwithstanding any possible negligence, whether sole or concurrent, on the part of the City, its officials, agents and employees.
 - C. The Contractor shall indemnify and hold the City harmless from all wages or overtime compensation due any employees in rendering services pursuant to this agreement or any subcontract, including payment of reasonable attorneys' fees and costs in the defense of any claim made under the Fair Labor Standards Act, the Missouri Prevailing Wage Law or any other federal or state law.
 - D. The indemnification obligations of Contractor hereunder shall not be limited by any limitations as to the amount or type of damages, compensation or benefits payable by or for the Contractor, under any federal or state law, to any person asserting the claim against City, its elected or appointed officials, agents and employees, for which indemnification is sought.
 - E. The indemnification obligations herein shall not negate, abridge or reduce in any way any additional indemnification rights of the City, its elected or appointed officials, agents and employees, which are otherwise available under statute, or in law or equity.
 - F. Contractor affirms that it has had the opportunity to recover the costs of the liability insurance required in this agreement in its contract price. Contractor's obligation under this agreement to defend, indemnify and hold harmless any person from that person's own negligence or wrongdoing is limited to the coverage and limits of the applicable insurance required of Contractor under this agreement.
11. **ASSIGNMENT:** The Contractor shall not assign any interest in this contract, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the City thereto. Provided, however, that claims for money due or to become due to the Contractor from the City under this contract may be assigned to a bank, trust company, or other financial institution without such approval. Notice of such assignment or transfer shall be furnished in writing promptly to the City. Any such assignment is expressly subject to all rights and remedies of the City under this agreement, including the right to change or delete activities from the contract or to terminate the same as provided herein, and no such assignment shall require the City to give any notice to any such assignee of any actions which the City may take under this agreement, though City will attempt to so notify any such assignee.
12. **APPROPRIATION OF FUNDS:** In the event that funds are not appropriated by the Council of the City of Springfield for any term of the contract or extension thereto or portion of any term of the contract which falls in a fiscal period other than a fiscal period for which funds have been appropriated, the contract shall terminate without notice at the end of the fiscal period for which funds are appropriated.

13. **MODIFICATION OF CONTRACT:** The Scope of Work to be done under the Contract shall be subject to modification and supplementation upon the written Agreement of the duly authorized representatives of the Contracting parties. No provision in the Contract shall be changed or modified without the execution of a formal amendment to the Contract, mutually agreed to by the City and the Contractor and processed through the Division of Purchases. Upon request by the City, the Contractor shall provide an estimate of cost of any additional work or services to be incorporated by a modification to the Scope of Work and the Contract.
14. **CONTRACT DOCUMENTS:** The agreement between the City of Springfield and the Contractor shall consist of (1) the Invitation For Bid, and any amendments thereto and, (2) the proposal, as accepted, submitted in response to the Invitation For Bid. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the Contract shall govern over all other documents, and the Invitation For Bid and amendments thereto shall govern over the Contractor's Proposal and amendments thereto. However, the City reserves the right to clarify any Contractual relationship in writing with the concurrence of the Contractor, and such written clarification shall govern in case of conflict with the applicable requirements stated in the Invitation For Bid or the Contractor's proposal. In all other matters not affected by the written clarification, if any, the Invitation For Bid shall govern.
15. **COOPERATION:** All information, data, and reports as are existing, available and necessary for the carrying out of the work, shall be furnished to the Contractor without charge, and the parties shall cooperate with each other in every way possible in carrying out of the scope of services.
16. **COORDINATION:** The Contractor shall fully coordinate its activities in the performance of the contract with the activities of the City.
17. **PERSONNEL:** The Contractor represents that Contractor will secure, at Contractor's own expense, all personnel required to provide the goods and/or perform the services called for under this contract by Contractor. Such personnel shall not be employees of or have any Contractual relationship with the City except as employees of the Contractor. All of the services required hereunder will be performed by the Contractor or under Contractor's direct supervision and all personnel engaged in the work shall be fully qualified and shall be authorized under state and local law to perform such services. None of the work or services covered by this Contract shall be subcontracted without the written approval of the City.
18. **TERMINATION:** If, through any cause, the Contractor shall fail to fulfill in timely and proper manner Contractor's obligations under this contract, or if the Contractor shall violate any of the covenants, agreements, or stipulations of this contract, the City shall thereupon have the right to terminate this contract by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least five (5) days before the effective day of such termination. The City may, without cause, terminate this contract upon 30 day's prior written notice. In such event, the Contractor shall be entitled to receive just and equitable compensation for any satisfactory work completed. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any such breach of the contract by the Contractor.
19. **CITY'S RIGHT TO PROCEED:** In the event this contract is terminated pursuant to Paragraph 21, then the City may take over the work and prosecute the same to completion, by contract or otherwise, and Contractor and its sureties shall be liable to the City for any costs over the amount of this contract thereby occasioned by the City. In any such case the City may take possession of, and utilize in completing the work, such materials, appliances and structures as may be on the work site and are necessary for completion of the work. The foregoing provisions are in addition to, and not in limitation of, the rights of the City under any other provisions of the contract, City ordinances, and state and federal laws.

20. **TERMINATION FOR CONVENIENCE OF THE CITY:** The City shall have the right by written notice to Contractor to terminate and cancel this contract, without cause, for the convenience of the City, and Contractor shall immediately stop work. In such event City shall not be liable to Contractor except for work performed prior to such notice in an amount proportionate to the completed contract price and for the actual costs of preparations made by Contractor for the performance of the canceled portions of the contract, including a reasonable allowance of profit applicable to the work performed and such preparations. Anticipatory profits and consequential damages shall not be recoverable by Contractor. The Contractor shall make every effort to mitigate cost to the City. The Contractor shall attempt to return for credit any materials purchased by the Contractor for use under this contract. Payments due the Contractor resulting from termination of contract pursuant to this paragraph shall be offset by any progress payments made by the City to the Contractor.
21. **DELAY BY THE CITY:** City and Contractor agree that the schedule of services to be provided by Contractor under this agreement may depend upon timely fulfillment of City responsibilities. If the City is unable to provide services and/or facilities as specified in the contract documents, and/or causes delays to the project beyond Contractor's control, the Contractor shall be entitled to an extension of the time for contract completion but such contract time of completion shall be extended no more than one day for each day of delay caused by the City. Any such agreement to modify or extend the time of contract completion shall be made in writing by formal addendum to the contract. The time of application of liquidated damages shall not begin until after the amended date for contract/phase completion. The contract time of completion shall not be extended because of delay caused by the City unless and until the Contractor has notified the City, in writing, that the City has caused a delay; such notice shall be made not later than seven (7) days after the beginning of the delay caused by the City.
22. **SAFETY PRECAUTIONS:** The contractor shall maintain and enforce all necessary and adequate safety precautions for the protection of life and property on all work performed under the provisions of these Contract Documents. The contractor shall also comply with all regulatory agencies requirements for safety.
23. **CONFLICT OF INTEREST – CONTRACTOR:** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services to be performed under this Contract. The Contractor further covenants that in the performance of this Contract no person having such interest shall be employed.
24. **JURISDICTION:** This agreement and every question arising hereunder shall be construed or determined according to the laws of the State of Missouri. Should any part of this agreement be litigated, venue shall be proper only in the Circuit Court of Greene County, Missouri.
25. **WAIVER:** No provision of the contract documents shall be construed, expressly or by implication, as a waiver by the City of any existing or future right or remedy available by law in the event of any claim of default or breach of contract.
26. **NOTICES:** All notices required or permitted hereunder and required to be in writing may be given by first class mail addressed to City and Contractor at the address shown above. The date of delivery of any notice shall be the date falling on the second full day after the day of its mailing.
27. **LICENSES, PERMITS, AND CERTIFICATES:** All licenses, permits, certificates, etc., required for and in connection with the work to be performed under the provisions of these contract documents shall be secured by the contractor entirely at the contractor's own expense.
28. **GUARDS AND LIGHTS:** The Contractor agrees that during the performance of said work, it will maintain proper guards for the prevention of accidents and put up and maintain suitable and sufficient lights.

29. **SUBSURFACE CONDITIONS:** Contractor agrees that information contained in the published reports and public actions of the Missouri Division of Geology and Land Survey shall be conclusive and binding upon the contractor as to what subsurface conditions at the job site are reasonably anticipated or reasonably foreseeable.
30. **CONSTRUCTION SITE ACCESS:** Access for area residents, emergency vehicles, and delivery shall be maintained at all times. Any necessary closures of access shall be coordinated with the City and shall be kept to a minimum amount of time.
31. **SIGNING AND BARRICADES:** Traffic control devices shall be set up prior to the start of construction per all applicable local, state, and federal laws and regulations and construction shall not begin until the signing and barricading has been approved. Signs and barricades shall be properly maintained during the time the construction project exists. They shall remain in place only as long as they are needed and shall be removed immediately thereafter. Where operations are performed in stages, there shall be in place only those devices that apply to the conditions present during the stage in progress. Contractor shall be responsible for providing and maintaining all traffic control devices and flag persons as necessary to protect the work area and safeguard and direct traffic around their work.
32. **PROTECTION AND MAINTENANCE OF PUBLIC AND PRIVATE PROPERTY:** The contractor shall protect, shore, brace, support and maintain all underground pipes, conduits, drains and other underground construction uncovered or otherwise affected by the construction work performed by the contractor. All pavement, surfacing, driveways, curbs, walks, buildings, utility poles, guy wires, and other surface structures affected by construction operations in connection with the performance of the contract, together with all sod and shrubs in yards and parking areas crossed by, or adjacent to, the construction limits, shall be maintained and, if removed or otherwise damaged, shall be restored to the original condition whether within or outside the easement. All replacements of such underground construction and surface structures, or parts thereof, shall be made with new materials conforming to the requirements of these specifications, or if not specified, as approved by the City's representative.
33. **PAVEMENT AND CURBS:** Pavement cuts in public streets must be capped with 1" of asphalt prior to being opened to through traffic. Where partial removal of street pavement, curb and gutter, and sidewalks is required, the contractor shall saw cut completely through the pavement leaving a straight, uniform edge adjoining the new work. Where possible, and applicable, cuts shall be made at the next available joint or scoring.
34. **UTILITIES:** The contractor shall make every effort to locate and identify all underground pipe lines, cables, and conduits by contacting the Missouri One Call System and the owners of underground utilities, by prospecting or otherwise, in advance of trench or excavation operations. Certain pipelines, water mains, gas lines, and other existing underground and above ground installations and structures in the vicinity of the work to be done hereunder are indicated on the plans according to the information made available to the City. The City does not guarantee the accuracy or completeness of such information. Service connections for gas, water, telephone services, sewers, underground electric and lines, and possibly other utilities are not shown on the plans. Any conflict with these utilities or any other utility not specified, as a pay item will be the responsibility of the contractor. The contractor will be required to relocate the utility or work around it at no cost to the City. It will be the responsibility of the contractor to brace or otherwise secure any utility poles or anchors close to the trenching operation. Any delay or extra cost to the contractor caused by utility, pipe line, or other underground structures or obstructions not shown on the plans or found in different locations than those indicated shall not constitute a claim for additional work, additional payment, or damages. The contractor will be solely responsible for any or all damages whether direct, indirect, or consequential to the underground or above ground utilities, pipe lines, and surroundings, and shall indemnify and hold harmless the City for any and all claims or judgments whenever made as a result of the contractor's actions. If additional or unexpected utility conflicts occur, the contractor shall be responsible for coordinating with the affected utility company to resolve the conflict and maintain progress on the project. No time extensions will be granted for associated delays.

35. **PROTECTION OF EXISTING VEGETATION:** No existing vegetation within the project area shall be removed, trimmed or otherwise disturbed without prior approval by the City's representative. Such approval shall be given in the case 14of any vegetation within a trench line or other excavation limits where root structure is such that work cannot continue by any other means. The contractor shall protect all vegetation from injury within, and adjacent to, the project site. Any vegetation damaged or destroyed by the contractor in performing the work, without the approval of the City's representative or property owner shall be replaced at the contractor's expense with material of equal or greater value.
36. **DISCLAIMER REGARDING BORING AND SUBSURFACE INFORMATION:** Contractor agrees that information regarding subsurface conditions and locations of utilities was gathered for design purposes only and not for the purpose of estimating quantities of earth, rock, or groundwater to be encountered in the scope of work. The information is disclosed to bidders as is, without interpretation. No representations or warranties as to accuracy are made, either expressed or implied.

**CITY OF SPRINGFIELD
INVITATION FOR BID #066-2011
SPECIFICATIONS: IRRIGATION**

PART 1 – GENERAL

- 1.01 **WORK INCLUDED:** Furnish and install a complete and properly functioning automatic irrigation system, and related topsoil placement, fine grading within the R.O.W. of the Boonville Ave between Blaine St. and Court St.
- A. The work included in these specifications includes all incidental expenses including, but not limited to, the furnishing of all labor, tools, materials, appliances, tests, permits, etc, necessary for the installation of an automatic landscape irrigation system.
- B. It is the intent of these specifications to accomplish the work of installing a sprinkler system providing full coverage complete and operable in an efficient and satisfactory manner according to the workmanlike standards established for sprinkler operation.
- C. **General Irrigation Requirements:**
1. The Design water pressure is 30 psi working static and tests showing less available pressure should be reported to the landscape architect prior to beginning work.
 2. All designated areas on site shall be irrigated with a below grade automatic irrigation system. All irrigation equipment shall be installed per manufacturer's recommendations. The system is to have head to head coverage and provide adequate moisture to insure plant survival.
 3. The irrigation contractor shall submit to the owner for approval shop drawings of the irrigation system layout and cut sheets for all materials proposed. Contractor shall provide as-built drawing of the complete irrigation system after installation is complete.
 4. All sprinkler heads shall be of the pop-up matched precipitation and pressure compensating variety. All drip lines shall be of pressure regulating and matched precipitation emitter variety. Turf heads and groundcover (drip) emitters shall be as specified on plans. Heads shall be installed with swing joints per plans/details and specifications.
 5. All sprinkler heads shall be adjusted for minimum coverage on paving and other hardscape features.
 6. All control valves shall be remote controlled electronically. The control valves shall be run by a Rain Bird MDC controller. Location and power source to be coordinated with Owner's Representative.
 7. Quick Coupler valves shall be connected to continuous pressure lines, and shall be installed in valve boxes per details. Field Access Unites shall be installed in the same manner.
 8. The complete irrigation system shall be isolated from water service using an approved backflow prevention device (see details).
 9. The existing irrigation controller is a Rain Bird MDC control system.
 10. The irrigation contractor shall coordinate his work with the owner and all other subcontractors for locating pipe sleeves through walls, under paving, etc. All sleeves shall be schedule 40 PVC.

11. Contractor shall verify the location of all utility lines and other underground obstructions prior to proceeding with any digging operations so that precautions shall be taken no to disturb or damage such obstructions.
12. All irrigation water lines shall be Schedule 40 PVC or Polyethylene SDR pressure rated (1" or under).
13. Irrigation Contractor shall warranty installation and materials for a period of no less than one year.
14. All equipment shall be installed per plumbing code and city and/or county requirements.
15. The irrigation contractor shall flush and adjust all sprinkler heads for optimum performance. This shall include selecting the best degree of arc to fit the existing conditions.
16. Plans are diagrammatic and approximate. All valves and other irrigation equipment shall be located in plant beds and out of open areas as inconspicuously as possible.
17. The owner reserves the right to make design changes in the field as deemed necessary.
18. No irrigation equipment shall be installed in areas of future paving or buildings.
19. No open cuts will be allowed on existing pavement. Sch. 40 sleeved bores may be necessary in places.
20. All irrigation lines must be installed at a minimum distance of 10 feet from the edge of the shoulder in all areas that parallels the pavement whenever possible.
21. All sleeves to extend beyond edge of pavement and curbs and building edges/walls.

1.02 REFERENCES

- A. The Contractor shall comply with all applicable laws, codes, ordinances, rules and regulations.
- B. Work shall conform to the requirements of reference information listed below except where more stringent requirements are shown or specified in the Contract Documents.
 1. American Society for Testing and Materials (ASTM)-Specifications and Test Methods specifically referenced within the specifications and Scope of Work.
 2. Underwriters Laboratories (UL) – UL Wires and Cables.

1.03 SUBMITTALS – The Contractor shall provide the following:

- A. **Manufacturer Literature** – Submit 3 sets of manufacturer cut sheets (product sheets) for all material components required for installation of irrigation system for approval by Owners Representative prior to installation.
 1. Provide an index sheet for each set of material cut sheets outlining item, manufacturer, and model number in order of cut sheets.
 2. Highlight or circle specific model or item to be approved on cut sheets, which feature more than one model or item.

3. Each cut sheet submittal shall be bound in a binder with cover or cover sheet indicating project name, contractor name, address, phone number, and contact person.

B. As-Built Drawings: As-built drawings shall be brought up to date after installation is complete by a qualified draftsman. A print of record plan(s) shall be available at the Project Site at all times. Indicate zoning and non-pressure piping changes on as-built drawing. Upon completion of Project, the Contractor shall submit for review, prior to final acceptance, a final set of as-built drawings. Dimensions shall be provided from two permanent points of reference (building corners, sidewalk, road intersections or permanent structures), and show the locations of the following items:

1. Locations:

1. Connection to existing water lines.
2. Routing of pressure supply lines (dimension every 100 feet along routing).
3. Electric control valves and shall include a complete listing for each irrigation zone indicating the system and zone name, decoder address, valve manufacturer, valve model number and size as follows:

Norton/SH13
Zone Name (e.g. G01)
Decoder Address (e.g. 2298)
Zone Valve Name (e.g. T03)
Valve Manufacturer (e.g. Rain Bird)
Valve Model (e.g. per plans)
Valve Size (e.g. 1")
Budgeted Flow (e.g. 4 GPM)

4. Quick coupling valves.
5. Gate valves and angle valves.
6. Control wire routing (if not with pressure supply line).
7. Communication cable routing.
8. Other related equipment as directed by Owners Representative.
9. Drip Data – Record total GPH with # of emitters, GPH rating of each, and total L. F. installed.

2. **Pay Request:** Owners Representative will not certify any pay request submitted by the Contractor if the as-built drawings are not current, and processing of pay request will not occur until as-built drawing(s) are updated.

3. **Approval:** Prior to scheduling walk through, Contractor shall submit all as-built information to Owners Representative for approval.

4. Controller Drawings:

1. Provide one as-built drawing for each automatic controller installed.

1.1. Drawing may be same size reproduction of as-built drawing, if scale permits fitting inside controller door without folding drawing. If photo reduction prints are required, keep reduction to maximum size possible to retain full legibility.

1.2. Drawing shall be blue-line print of actual as-built drawings, showing area covered by that controller.

2. Identify area of coverage of each remote control valve, using a distinctly different pastel color for each zone. Highlight heads, lateral piping, and control valve.
3. Following review of controller drawings by Owners Representative, hermetically seal each chart between two layers of 20 mm thick clear plastic sheet.
4. Controller drawings shall be completed and approved by Owners Representative prior to final completion walk through of irrigation system.
5. Attach approved controller drawings to inside of each controller door.

C. **Operation Manual:** Submit 3 sets of operation manual to Owners Representative for approval prior to scheduling final completion walk through. Manual to include the following in a 1" – 3" ring binder:

1. Index sheet stating project name, and listing contractor name, address, phone number and contact person including Primary Sub-Contractors.
2. Manufacturer cut sheets for all material components of irrigation system.
3. Provide a typed schedule of the following for each controller, controller number, valve station number, whether a drip tree, drip shrub, palm bubbler, or turf spray zone and give a brief description of the location of each zone on site. In addition, provide a laminated copy of each to be posted inside the specific controller cabinet.
4. Provide a water budget for normal flow and a schedule for each zone according to seasonal watering requirements at the time of initial system startup.

1.04 **DELIVERY, STORAGE and HANDLING** – Deliver, unload, store, and handle materials, packaging, bundling products in dry weather proof condition in manner to prevent damage, breakage, deterioration, intrusion, ignition and vandalism. Deliver in original unopened packaging containers prominently displaying manufacturer name, volume, quantity, contents, instructions and conformance to local, state and federal law. Remove and replace cracked, broken, or contaminated items or elements prematurely exposed to moisture, inclement weather, snow, ice, temperature extreme, fire, or jobsite damage.

Handling of PVC Pipe – Exercise care in handling, loading and storing of PVC pipe. All PVC pipe shall be transported in a vehicle, which allows length of pipe to lie flat so as not to subject it to undue bending or concentrated external loads. All sections of pipe that have been dented or damaged shall be discarded and if installed, shall be removed and replaced with new piping.

1.05 **PROJECT CONDITIONS**

A. **Protection of Property:**

1. Preserve and protect all trees, monuments, structures and paved areas from damage due to the Work. In the event damage does occur, all damage to inanimate items shall be completely repaired or replaced to the satisfaction of the owner and all costs of such repairs shall be charged to, and paid by Contractor.
2. Protect buildings, walks, walls, and other property from damage. Flare and barricade open ditches. Damage caused to asphalt, concrete or other building material surfaces shall be repaired or replaced at no cost to Owner. Restore disturbed areas to original condition.

B. **Protection and Repair of Underground Lines:** Request proper utility company to stake exact location (including depth) of all underground electric, gas, or telephone lines. Take whatever precautions are

necessary to protect these underground lines from damage. In the event damage does occur, damage, shall be repaired by the Contractor, unless other arrangements have been made.

- C. **Replacement of Paving and Curbs** – Where trenches and lines cross existing roadways, paths, curbing etc., damage to these shall be kept to a minimum and shall be restored to original condition.
- D. **Cleaning** – Maintain continuous cleaning operation throughout duration of Work. Dispose of, off-site at no additional cost to Owner, all trash and debris generated by installation of irrigation system.

1.06 **WARRANTY** – Contractor shall warrant materials against defects for a period of one (1) year from date of Final Acceptance by Owner. Contractor shall guarantee workmanship for similar period. Contractor shall be responsible for coordinating material warranty items with manufacturer/distributor.

- A. Settling of backfilled trenches and irrigation heads in turf, which may occur during warranty period, shall be repaired by the contractor at no expense to the Owner, including complete restoration of damaged property.
- B. Expenses due to vandalism before City's acceptance of the work shall be borne by the Contractor.
- C. The contractor shall maintain turf and planting areas during warranty period, so as not to hamper proper operation of irrigation system.

1.07 **MAINTENANCE**

- A. Furnish the following maintenance items to Owner prior to final Acceptance:
 - 1. Two (2) keys for each automatic controller.
 - 2. Quick coupler key and matching hose swivel.

PART 2 – PRODUCTS

2.01 MATERIALS

A. General Piping:

- 1. Pressure Supply Lines (downstream of backflow prevention units) – Schedule 40 PVC).
- 2. Non-pressure Lines – Schedule 40 PVC or Polyethylene SDR pressure rated (1" or under).
- 3. Sleeving – Schedule 40 PVC.
- 4. Saddle tees and ends to be from 'Blazing' Products, Inc. (or equal w/Owner's approval).

B. Plastic Pipe and Fittings:

- 1. Identification Markings: All pipe to be identified with following indelible markings.
 - 1.1. Manufacturers name.
 - 1.2. Nominal pipe size.
 - 1.3. Schedule of class.
 - 1.4. Pressure rating.

- 1.5. NSF (National Sanitation Foundation) seal of approval.
 - 1.6. Date of extrusion.
2. **Solvent Weld Pipe** – Manufactured from virgin polyvinyl chloride (PVC) compound in accordance with ASTM D2241 and ASTM D1784; cell classification 1254-B, Type 1, Grade 1.
 - 2.1. Fittings – Class 150 and conform to thickness requirements of DR 18 injection molded PVC; complying with ASTM D1784 and D2468, cell classification 12454-B.
 - 2.1.1. Threads – Injection molded type (where required)
 - 2.1.2. Tees and Ells – Side gated.
 - 2.2. Threaded Nipples – ASTM D 2464, Schedule 80 with molded threads. Joint Cement and Primer – Weldon 705 Glue and P-709 Primer as recommended by manufacturer of pipe and fittings.
- C. **Plastic Ball Valves:** Angle Valves for 1 inch through 2-1/2 inch pipe – Rain Bird XBV or Spears 262 PVC Util Ball Valve. Center all valves and equipment in valve box.
- D. **Quick Coupling Valves** – Brass two-piece body designed for working pressure of 125 psi; operable with quick coupler. Equip quick coupler with locking rubber cover.
- E. **Valve Boxes:**
1. A box shall be provided for all valves and equipment. Valve boxes shall be made of high strength, plastic suitable for turf irrigation purposes. Boxes shall be suitable in size and configuration for the operability and adjustment of the valve. All valve box covers shall be colored green if in turf or tan to match ground plane in all other areas.
 2. All valve boxes shall be sized as follows:

Electric Valves	-	10" Round with Green Lid #181104 by Armor
Electric Splices	-	10" Round with Black Lid #181108 by Armor
Back Flow Preventor	-	17" Rectangle 17"x24"x 15" #195102 by Armor
- F. **Electrical Control Wiring:** Refer to Rain Bird MDC System contained in Part 2, Section 2.01, paragraph L.
- G. **Electric Control Valves:** – As necessary for proper water distribution to irrigation zones; manufactured by Rain Bird as noted on plan.
- H. **Sprinkler Heads:** – As manufactured by Rain Bird as noted on drawing. Reference Rainbird Pop-up spray sprinklers #1804.
- I. **Pipe bedding material:** – 1/8" minus sand approved by Owners Representative
- J. **Automatic Controller:** Refer to Rain Bird MDC System contained in Part 2, Section 2.01, paragraph L.
- K. **Backflow Prevention Device:** – Watts 009 QT-150 RPZA In accordance with local requirements.
- L. **Rain Bird MDC System Specifications (for reference only 1-13.1.1):**
1. General – The Automatic Sprinkler System Controls shall be the Rain Birds MDC Control System, as hereinafter specified and as shown on the drawings. The system shall include the MDC50/200 controller, Line Decoders, Field Access Unit with Outlets, Remote Programming Software, field wiring, surge protection and all other equipment required for a complete system and as hereinafter specified.

2. The MDC 50/200 shall be capable of logging every action in the system (opening and closing of valves, start/stop of schedules, sensor actions, power failure etc.) to a maximum of 10,000 actions.
3. The MDC 50/200 shall be capable of logging every opening and closing of a valve for period of 7 days.
4. The controller shall be capable of integrating into it one sensor for control of the system or for some other action to take place. Sensors may be such types as a rain shutdown sensor, an ALARM sensor, etc.
5. The controller shall support the use of a sensor decoder connected directly to the two-wire path. The sensor decoder shall support the use of a flow meter (pulse or 4-20 mA) and the controller software shall log the flow measurements. On excess the software shall stop the active stations and shall attempt to continue irrigation according to the active irrigation schedule. If the controller is in the active mode the flow sensor shall trigger an alarm that will activate/deactivate the master valve circuit, should flow be detected prior to the start of any active schedule.
6. The system shall include a special circuit for monitoring, on a continuous basis, the line voltage condition to assure that the mean voltage relative to the ground is slightly negative. Thus, if this condition is chanted, due to a leakage in the system, etc. the communication lines shall be automatically disconnected from the central unit.
7. The controller shall come in two versions: The MDC-50 for individual control of up to 50 valves and MDC-200 for up to 200 valves. It shall be possible to upgrade MDC-50 to the MDC-200.
8. The controller shall be capable of supporting either up to 50 decoders (expandable up to 200 decoder's total, utilizing 50 decoder expansion modules) or shall have a maximum capacity of up to 200 decoders. The controller shall be UL listed.
9. The controller shall be capable of using either reduced or full alphabet, maximum of six characters, for naming the decoders. The controller shall be capable of operating up to 12 valves simultaneously. It shall be capable of storing 10 programs plus one auxiliary program, of which two programs plus the auxiliary can be run simultaneously. The programs shall run on 14 day cycles and shall be programmable to start every X day, where X+1 to 14. There shall be up to 6 start times per program and the controller shall allow for pausing of programs. Run times shall range from 0 – 999 minutes, and there shall be a Water Budget function with budgeting from 0 – 250%. The programs shall also be capable of pump control, controlling one master and two booster pumps.
10. Manual operations shall allow either individual decoders or whole programs to be started manually.
11. The MDC shall be capable of managing a maximum of 10 schedules at any one time. Each of the 10 schedules can have up to 6 independent start times per day. The scheduling for each program shall be on 14 day irrigation cycle allowing operation to occur on any or all of the 14 days.
12. Each of the 10 schedules shall be capable of independently being water budgeted from 0% to 250% in 1% increments to accommodate adjustment for daily climatic changes, etc.
13. The MDC 50/200 shall provide the possibility to program schedules either for day and time start or for a link-start with first the schedule being the master schedule and the rest being linked to the master thus avoiding overlapping when water budgeting.
 - 13.1. The MDC 50/200 shall provide two modes of operation: Automatic or Manual. In the Automatic mode the MDC shall carry out active schedules as programmed. In the Manual mode it shall be

possible to turn on any of the 50 (200) valves for 1-999 minutes up to the system capacity of 10 solenoids.

13.2. Programming shall be done in a maximum of 60 steps each of a maximum of 999. The MDC 50/200 shall provide the possibility to program schedules either for day and time start or minutes, which shall allow for repetition of a certain valve (cycle and soak) or pauses “between” steps.

13.3. The controller shall be as manufactured for Rain Bird Corporation, Glendora, California.

13.3.1. Controller Cabinet: Controller shall be mounted indoors in the controller’s own cabinet in the approximate location shown on Drawing # 5PW-5625 and as approved by City’s Representative.

13.3.2. Line Decoders: Furnish and install, where shown on the drawings, Rain Bird MDC Line Decoders, FD-102TURF, FD-202TURF, FD-401TURF or FD-601TURF, for interfacing between the communication 2-Wire path and the remote control valves of the sprinklers. The decoders shall be completely Epoxy sealed for complete waterproofing. The FD-401 and FD-601 decoder shall have “built-in” surge protection as an integral part of the basic decoder. A LSP-1 line surge suppressor must be supplied with each FD101TURF and FD-202TURF decoder. Ensure that surge protection is present every 300 feet on each wire path. The decoder shall have two (2) blue colored wires for connection onto the 2- Wire Communication path and two (2) colored wires for connection to the solenoid of the remote control valve. Each decoder shall be clearly marked with a three (3), four (4) or five (5) digit number indicating the number (address) that it has been set to respond to. Decoders may be installed in any random order desired.

13.3.3. The decoders shall be capable of controlling one, two, four or six valves per unit. They shall be sealed in such a manner that they shall not be susceptible to moisture or inclement weather and can be buried underground.

13.3.4. The decoder shall be as manufactured for Rain Bird Corporation, Glendora, California.

13.3.5. The contractor shall be responsible for accurately recording on the drawings, as each decoder is being installed, the address number of the decoder at that location. It is also necessary that it be indicated which remote control valves are being controlled by each specified decoder. In this way the Contractor will have the necessary information when ready to input the system installation date.

13.3.6. Where the decoder are activating and controlling individual remote control valves, the valve and the decoder shall be installed in a standard plastic valve box of sufficient size to provide easy and necessary access to service the valve and decoder.

13.3.7. Field access unit: Furnish a Rain Bird FT-210-B Portable Field Access Unit for manual operation of decoders from remote locations in the field. It shall be possible to “Plug” the 24 Portable Field Access Unit into the 2-Wire Communication path and by keying in the proper decoder identification – have the central computer “turn-on” or “turn-off” the designated decoder. It shall be possible to turn on decoders in any order desired, anywhere on the system, for a length of time from 1 to 999 minutes for each to operate and to have as many in operation at one time (up to a maximum of 10 solenoids/decoders total) as may be desired.

14. Fired access unit connection box (provided by the City): The contractor shall install, where shown on the drawings and/or where directed, a Rain Bird FTB-250-TURF Field Access Unit Connection box assembly. The box shall be of molded plastic (5" x 5" x 2-1/4" deep) with coin-operated latch for the hinged cover. A 1/2" cable gland shall be provided at the bottom for connection of the 2-Wire Communication path to the Plug-In Socket housed in the box on a stainless steel bracket.
15. Mounting of connection box: Each connection box shall be securely mounted on a 4" x 4" treated and painted wood post, which is securely anchored on a 12" x 12" x 8" deep poured concrete base. The connection box shall be approximately 42" above the finish grade. A 1/2" conduit shall be run from below grade, up through the concrete base and attached to the bottom of the transmitter connection box, through which the 20wire communication wire shall be run up to the box and connected to the socket in the box.
16. Low voltage control wire: All wiring from the controller to valves shall be 14 gauge or larger.
 - 16.1 2-Wire communication paths: All wire required for the 2-wire Communication Paths, from the Line Termination Box, at the central computer location out to the various field decoders shall be double jacketed two (2) conductor cable specially designed for use with the Rain Bird MDC control systems (also known as MAXI-cable). The cable shall be suitable for direct burial and may also be installed in ducts or conduits.
 - 16.2 The conductors shall be tin coated, soft drawn, annealed, solid copper conforming to ASTM 33 with 4/64" thick PVC (polyvinyl chloride) insulation, conforming to UL Standard #493) for thermo-plastic-insulated style UF (Underground Feeder), rated at 60 degree C.
 - 16.3 The two insulated conductors shall be laid in parallel and encased in a single outer jacket of 3/64" thick, high density, sunlight resistant Polyethylene conforming to ICEA S-61-402 and NEMA WC5, having a minimum wall thickness of .045". The outer jacket shall be pressure extruded so as to completely fill the interstices between the two insulated wires, or may have Tube Jacketing to form
 - 16.4. The two conductors shall be color coded with one conductor black and the other red. Both conductors shall be the same size and shall be of sizes as required for the proper operation of the Field Decoders and solenoids and/or as called for on the drawings.
 - 16.5. All splices and connections in this wiring shall be made using either 3MDBY (direct burial), or 82A1 epoxy wire connector kits. Any other type of wire connectors will not be acceptable. Care shall be taken with each wire joint or connection to assure that a completely good, waterproof connection will result. It is important that all wire connections be absolutely watertight and with no leakage to ground or any shorting from one conductor to the other.
17. Surge protection – general: All surge protection, grounding and installation of equipment, therefore specified, shall be installed in strict compliance with the manufacturer's recommendations and in accordance with local, state and federal codes and requirements.
18. The Grounding Network, at the controller shall measure not more than 10 OHMS when measured with a Vibra-Ground, or similar type instrument. It will greatly increase the effectiveness of the surge protection equipment, if the grounding grid network can be 5 OHMS or less. It is extremely important that a good ground be maintained for the surge Arrestors to be effective and periodic testing is recommended, to assure that you do have a good grounding system at all times.

19. Primary power surge protection: Furnish and install on the power circuit, furnishing power to the power transformer a surge arrestor.
20. Field surge protection: Surge protection LSP-1TURF shall be installed at every line termination point. Additional installations of LSP-1's are needed per 300 feet of wire cable, located at the nearest line decoder. The LSP-1 ground wires shall be connected to a single 8-foot ground rod. If the valve is metallic or the solenoid valve has a metallic center pin, one LSP-1 ground wire shall be connected to this. The FD401 and FD-601 contain a LSP within and must be grounded.

PART 3 – EXECUTION

3.01 **INSPECTION:** – Examine areas and conditions under which Work of this Section is to be performed. Do not proceed with Work until unsatisfactory conditions have been corrected. Grading operations, with the exception of final grading, shall be completed and approved by Owner prior to staking or installation of any portion of irrigation system except sleeving.

3.02 PREPARATION

- A. All materials, equipment, etc, are to be located in landscape areas, contractor to provide accurate as-built verifying actual locations. Any discrepancies between site conditions and drawings are to be brought to the attention of the landscape architect for clarification. Final location of controllers and backflow device to be approved by landscape architect prior to installation. Connection to existing controller and installation of new backflow device to be approved by landscape architect prior to installation.
- B. Staking shall Occur as Follows: Flag heads and control valve locations for first series of zones as directed by owners Representative. Contact Owners Representative 48 hours in advance and request review of staking. Owners Representative will review staking and direct changes if required. Staking review does not relieve installer from coverage problems due to improper placement of heads after staking.
- C. Install sleeve under asphalt paving and concrete walks, prior to concreting and paving operations, to accommodate piping and wiring. Compact backfill around sleeves to 95% Standard Proctor Density within 2% of optimum moisture content in accordance with ASTM D 1557.
- D. Trenching – Dig trenches straight and support pipe continuously on bottom of trench. Trench bottom shall be clean and smooth with all rock and organic debris removed. Pressure supply line trenches shall be over-excavated as required to allow for bedding material. Trench depth shall be uniform as required to meet minimum depth requirements for type of piping.
 1. Clearances:
 - 1.1 Piping smaller than 3 inches – Trenches shall have a minimum width of 7 inches.
 - 1.2 Line Clearance – Provide not less than 6 inches of clearance between each line, and not less than 12 inches of clearance between lines of other trades.
 2. Pipe and Wire Depth:
 - 2.1 Pressure Supply Piping – 14" deep to top of the pipe.
 - 2.2 Non-pressure piping (rotor) – 10" deep to top of the pipe

2.3 Non-pressure piping (pop-up) – 8” deep to top of the pipe.

2.4 Control Wiring – 14” deep.

3. Boring will be permitted only where pipe must pass under obstruction(s), which cannot be removed, and must be approved by Owners Representative if not specifically indicated on construction drawings. Final density of backfill shall match that of surrounding soil. Use of sleeves of suitable diameter is acceptable if installed first by jacking or boring and pipe, laid through sleeves. Observe same precautions as though pipe were installed in open trench.

3.03 **INSTALLATION:** – Locate other equipment as near as possible to locations designated on approved construction drawings. Deviations; shall be approved by Owner’s Representative prior to installation. Contractor shall 26 coordinate all work with other contractors and protect, maintain and coordinate work with work under other sections.

A. PVC Piping:

1. Snake pipe in trench as much as possible to allow for expansion and contraction, do not place mainline and lateral line in same trench. Place each line in a separate trench.
2. When pipe lying is not in progress, or at end of each day, close pipe ends with tight plug or cap
3. Coordinate pressure supply line installation with required bedding operations
4. Stake all above grade PVC piping per details
5. Use 45 degree ells when making perpendicular crossings of above grade PVC piping, to depress bottom pipe.
6. Lay pipe and make all plastic- to- plastic joints in accordance with manufacturers recommendations.

B. Control Wiring: Low Voltage Wiring:

1. Refer to Rain Bird Maxi Common Decoder (MDC) section.
2. Bury control wiring between controller and electric valves in pressure supply line trenches, with wires consistently located below and to one side of pipe on top of initial pipe bedding or in separate trenches.
3. Install control wire splices not occurring at control valve in a separate splice valve box

C. Ball Valves: – Install where shown on approved Drawings.

D. Sprinkler Heads

1. Install sprinkler heads where designated on approved drawings or where staked. Spacing of heads shall not exceed the maximum indicated on Drawing unless re-staked as directed by Owners Representative. In no case shall the spacing exceed maximum recommended by manufacturer.
2. Set plumb to finish grade. Install heads on double swing joint risers. Angled nipple relative to non-pressure line shall be no more than 45 degrees or less than 10 degrees. Adjust heads to correct height after grading and seeding.

3. Adjust part circle heads for proper coverage. Plant placement shall not interfere with intended sprinkler head coverage, piping, or other equipment. Owners Representative may request nozzle changes or adjustments without additional cost to the Owner. Place perimeter heads 4" from curbs, sidewalks or walls on large open fields. Place perimeter heads in small grass areas 2" from curbs, sidewalks, or walls.

E. **Backflow Prevention** – Install as detailed at location designated on Drawings.

F. **Control/Communication Wiring:**

1. Refer to Rain Bird Maxi Common Decoder (MDC) section.
2. All control wiring to be laid to bottom and side of pressure supply line trench. Separate wire trenches will not be allowed unless approved by Owners Representative prior to installation.

G. **Backfilling** – Do not begin backfilling operations until required system tests have been completed. Backfill; shall not be done in freezing weather, except with prior approval by Owners Representative. Leave trenches slightly mounded to allow for settlement after backfilling is completed. Settlement of trenches within the warranty period shall be cause for removal of finish grade treatment, refilling, compaction, and repair of finish grade treatment. Trenches shall be finish graded prior to walk through of system by Owners Representative.

1. Pressure Supply Lines: All pressure supply lines shall be bedded with construction grade sand 4" below invert of pipe, to 6" above top of pipe and width of trench.
2. Materials – Excavated material is generally considered satisfactory for backfill purposes after completing bedding requirements. Backfill material shall be free of rubbish, vegetable matter, frozen materials, and stones larger than 2 inches in maximum dimension. Do not mix subsoil with topsoil. Material not suitable for backfill shall be hauled away. Contractor shall be responsible for providing suitable backfill if excavated material is unacceptable or not sufficient to meet backfill, compaction and final grade requirement.
3. Open excavations: Do not leave trenches open for a period of more than 48 hours. Open excavations shall be protected in accordance with OSHA regulations.
4. Backfill: Compact backfill to 90% maximum density of 6" lifts, determined in accordance with ASTM D1557 utilizing mechanical tamping
5. Tolerances:
 - 5.1 Puddles, pooling, and/or jetting is prohibited within 10' – 0" of building or foundation walls.
 - 5.2 Settlement of trenches is cause for removal of finish grade treatment, refilling, compaction, and repair of finish grade treatment.

H. **Piping Under Paving**

1. Provide for a minimum cover of 24 inches between the top of the pipe and the bottom of the aggregate base for all pressure and non pressure piping installed under asphalt, concrete or concrete paving.

2. Piping shall be bedded with construction grade sand or squeegee – 4 inches below pipe to 6 inches above pipe and width of excavation
3. Compact backfill material in 6 inch lifts at 95% maximum density determined in accordance with ASTM D1557 using manual or mechanical tamping devices.
4. Set in place, cap, and pressure test all piping under paving, in presence of Owners Representative or Owner prior to backfilling and paving operations.
5. Piping; under existing walks or concrete pavement shall be done by jacking, boring, or hydraulic driving, but where cutting or breaking of walks and/or concrete is necessary, it shall be done and replaced at no cost to Owner. Obtain permission and prior approval to cut or break walks and/or concrete from owner.

3.04 FIELD QUALITY CONTROL

A. **Flushing** – After piping, risers, and valves are in place and connected, but prior to installation of sprinkler heads, quick coupling valves, and air release valve, thoroughly flush piping system under full head of water pressure from dead end fittings. Maintain flushing for 5 minutes through furthestmost valves. Cap risers after flushing.

B. **Testing:**

1. Prior to the installation of the irrigation system mainline, the contractor shall verify the pressure of the water service to the site. If it is lower than the pressure given on the approved plans, contact the Owners Representative immediately before proceeding with further construction. All other testing shall be done in the presence of the Owners Representative. Arrange for presence of Owners Representative a minimum of 48 hours in advance of testing. Supply force pump and all other test equipment.
2. After backfilling, and installation of all control valves, quick coupling valves, drain valves, and air release valve, fill pressure supply line with water and pressurize. To 40 PSI over the designated static pressure or 150 PSI whichever is greater, for a period of 2 hours. Test in presence of Owners Representative.
3. Leakage, Pressure Loss – Test is acceptable if no leakage or loss of pressure is evident during test period (temperature changes will be taken into consideration).
4. Leaks – Detect and repair leaks.
5. Retest system until test pressure can be maintained for duration of test.
6. Before final acceptance, pressure supply line shall remain under pressure for a period of 48 hours.

C. **Walk Through Inspection and Punch List:**

1. Arrange for Owners Representative presence a minimum of 48 hours in advance of walk through.
2. Entire system shall be completely installed and operational prior to scheduling of walk through as per irrigation plans. All grass areas are to be complete with head height and valve boxes adjusted accordingly.

3. Operate each zone in its entirety for Owners Representative at time of walk through and open all valve boxes.
4. Owners Representative shall generate a punch list of items to be corrected prior to irrigation warranty period. Contractor shall complete all items.
5. Furnish all materials and perform all work required to correct all inadequacies due to deviations from contract documents, and as directed by Owners Representative.

D. Walk through for Irrigation Guarantee Period:

1. Arrange for Owners Representative presence a minimum of 48 hours in advance of walk through.
2. Show evidence to Owners Representative that Owner has received all accessories, charts, record drawings, and equipment as required before final completion walk through is scheduled.
3. Operate each zone identified as deficient at walk through for Owners Representative at time of final completion walk-through to ensure correction of all incomplete items. Items deemed not acceptable by Owners Representative shall be reworked to complete satisfaction of Owners Representative.
4. If after request to Owners Representative for final walk-through for the beginning of the Irrigation Guarantee Period, Owners Representative finds items during walk through which have not been properly adjusted, reworked, or replaced as indicated on the list of uncompleted items from Punch List, Contractor shall be charged for all subsequent walk-through. Funds will be withheld from final payment and/or retainer to Contractor, in amount equal to additional time and expenses incurred by Owners Representative to conduct and document further walk through as deemed necessary to ensure compliance with Contract Documents.
5. Upon satisfaction of the above, the Owners Representative will issue a written notice that the irrigation warranty period has begun and will end one year thereafter.

3.05 **ADJUSTING** – Upon completion of installation, “fine-tune” entire system by regulating valves, adjusting patterns and break-up arms/screws, and setting pressure reducing valves or throttling control valve flow controls at proper pressure to provide optimum and efficient coverage. Flush and adjust all sprinkler heads for optimum performance and to prevent over-spray onto walks, roadways and building as much as possible. Heads of same type shall be operating at same pressure +/- 7%.

- A. If it is determined that irrigation adjustments will provide proper and more adequate coverage, make such adjustments prior to Final Acceptance as directed, at no additional cost to Owner. Adjustments may also include changes in nozzle sizes, degrees of arc, and control valve throttling.
- B. All sprinkler heads shall be set perpendicular to finish grade unless otherwise designated.
- C. Irrigation areas that do not conform to operation requirements shall be immediately corrected at no additional cost to the Owner.

3.06 **INSPECTION**

- A. Installation work is subject to inspections at any time during work for compliance with specified materials and installation requirements by the Owners Representative. Any method of installation utilizing material

not in conformance with the construction documents will be reinstalled, repaired, and or removed to the satisfaction of the Owners Representative and at no cost to the Owner.

- B. Formal inspections will be conducted at the Owners request by the Owners Representative at the following intervals:
 - 1. Prior to any inspection, contractor is to submit all as-built to Owners Representative
 - 2. Inspection of routing of mainline, control valve locations and flag head locations prior to trenching.
 - 3. Inspection of mainline pressure test.
 - 4. Completion walk through punch list (see section 3.04C)
 - 5. Walk through for irrigation guarantee period (see section 3.04D)
 - 6. Final Acceptance walk-through.

3.07 **CLEANING and DISPOSAL OF WASTE MATERIAL**

- A. Perform routine cleaning after each workday during installation of the system. Upon completion, remove from site all excess materials, soil, debris, and equipment. Repair damage resulting from irrigation system installation.
- B. Stockpile, haul from site, and legally dispose of waste materials, including unsuitable excavated materials such as rock, trash, and debris.
- C. Keep disposal route clear, clean, and free of debris.

3.08 **ACCEPTANCE**

- A. At the end of the warranty period, the Owners Representative will make an inspection. If all work provided for in the contract is found complete and in accordance with the construction documents, this inspection will constitute the final inspection and acceptance. The Owners Representative will notify the Contractor in writing of this acceptance.
- B. If the inspection reveals any unsatisfactory work, the Contractor will replace the work until, it is accepted by the Owners Representative.

**CITY OF SPRINGFIELD
INVITATION FOR BID #066-2011
SPECIFICATIONS: PLANTING**

PART 1 – GENERAL

1.01 **DESCRIPTION:** Provide as shown and specified.

- A. Herbicides.
- B. Soil preparation
- C. Shrubs, Groundcovers, and Perennials.
- D. Mulch.
- E. Maintenance.
- F. Trees.

1.02 **QUALITY ASSURANCE**

- A. Plant names indicated comply with "Manual of Woody Landscape Plants," Dirr, 1990. Names of varieties not listed conform generally with names accepted by the nursery trade. Provide stock true to botanical name and legibly tagged.
- B. Comply with sizing and grading standards of the latest edition of "American Standard for Nursery Stock." A plant shall be dimensioned as it stands in its natural position.
- C. All plants shall be nursery grown under climatic conditions similar to those in the locality of the project for a minimum of 2 years.
- D. Stock furnished shall be at least the minimum size indicated. Larger stock is acceptable, at no additional cost, and providing that the larger plants will not be cut back to size indicated. Provide plants indicated by two measurements so that only a maximum of 25% are of the minimum size indicated and 75% are of the maximum size indicated.

1.03 **DELIVERY, STORAGE, AND HANDLING**

- A. Take all precautions customary in good trade practice in preparing plants for moving. Workmanship that fails to meet the highest standards will be rejected. Dig, pack, transport, and handle plants with care to ensure protection against injury. Inspection certificates required by law shall accompany each shipment invoice or order stock and on arrival, certificate shall be filed with the City's representative. Protect all plants from drying out. If plants cannot be planted immediately upon delivery, properly protect them with soil, wet peat moss, or in a manner acceptable to the City's representative. Water heeled-in plantings daily. No plant shall be bound with rope or wire in a manner that could damage or break the branches.
- B. Cover plants transported on open vehicles with a protective covering to prevent wind burn.

1.04 PROJECT CONDITIONS

- A. Work notification: Notify City's representative at least seven (7) working days prior to installation of plant material.
- B. Protect existing utilities, paving, and other facilities from damage caused by landscaping operations. Call "DIG RITE" (344-7483) and have underground utilities marked prior to digging tree pits.
- C. A complete list of plants, including a schedule of sizes, quantities, and other requirements is shown on the plan.

1.05 WARRANTY

- A. Warrant plant material to remain alive and be in healthy, vigorous condition for a period of three (3) years after completion and acceptance of entire project. Inspection of plants will be made by the City's representative at completion of planting, and each spring and late summer annually until the end of the warranty period.
- B. Remove and immediately replace, in accordance with the drawings and specifications, all plants that are dead or, as determined by the City's representative are in an unhealthy or unsightly condition, and have lost their natural shape due to dead branches, or other causes due to the Contractor's negligence. The cost of such replacement(s) is at the Contractor's expense. Warrant all replacement plants for three (3) year after re-installation.

Warranty shall not include damage or loss of trees, plants, or ground covers caused by fires, floods, freezing rains, lightning storms, winds over 75 miles per hour, negligence on the part of the City, or acts of vandalism.

PART 2 - PRODUCTS

2.01 MATERIALS

Plants: Provide plants typical of their species or variety; with normal, densely developed branches and vigorous, fibrous root systems. Provide only sound, healthy, vigorous plants free from defects, disfiguring knots, sunscald injuries, frost cracks, abrasions of the bark, plant diseases, insect eggs, borers, and all forms of infestations. All plants shall have a fully developed form without voids and/or open spaces.

- A. Balled and burlapped plants shall have firm, natural balls of earth of sufficient diameter and depth to encompass the fibrous and feeding root system necessary for full recovery of the plant. Provide ball sizes complying with the latest edition of the "American Standard for Nursery Stock." Broken, cracked, crushed root balls, or root balls with the presence of Stem Girdling Roots (SGR) are not acceptable.
 - 1. The measurements for height shall be taken from the ground level to the average height of the top of the plant and not the longest branch.
 - 2. Side branches shall be generous and well twigged. Shrubs shall be well densely foliated to the ground.
- B. Container-grown stock: Grown in a container for sufficient length of time for the root system to have developed to hold the soil together, firm and whole.
 - 1. No plants shall be loose in the container.

2. Container stock shall not be root bound. Container stock with the presence of Stem Girdling Roots (SGR) are not acceptable.
3. Plants larger than those specified in the plant list may be used when acceptable to the City's representative (at no additional expense). If the use of larger plants is accepted, all pertinent specifications herein shall apply to the larger size of the plant.
4. Plants shall be in a moist, vigorous condition, free from dead wood, bruises, or other branch injuries.

2.02 ACCESSORIES

- A. Mulch: Wood mulch is available at the City's Yard Waste Recycling Center at the contractor's expense. Contractor shall deliver and place mulch.
- B. Water: Hoses or other methods of transportation furnished by Contractor.
- C. Herbicide: Snapshot or Treflan pre-emergent as per label after mulch installation.

PART 3 - EXECUTION

3.01 **INSPECTION:** Contractor shall examine conditions of proposed planting areas. Do not start planting work until unsatisfactory conditions such as excessive soil moisture are acceptable to the City's representative.

3.02 PREPARATION

- A. Prepare planting pits in accordance with Missouri Department of Conservation standard details (see end of section).
- B. Time of planting: Do not plant trees, shrubs, and ground cover when ground is frozen.
- C. Planting shall be performed only by experienced workmen familiar with planting procedures under the supervision of a qualified supervisor.
- D. The Contractor shall stake all beds and tree locations for approval by the City's representative three (3) days prior to planting. If obstructions are encountered that are not shown on the drawings, do not proceed with planting operations until alternate plant locations have been selected and approved by the City's representative.

3.03 INSTALLATION

- A. Install plants in accordance with Missouri Department of Conservation standard details (see end of section).
- B. Set plant materials in the planting pit to proper grade and alignment. Set plants upright, plumb, and faced to same direction as grown in nursery (as indicated by paint marking on base of trunk). No filling will be permitted around plants that have settled.
- C. Do not use frozen or muddy mixtures for backfilling.
- D. Remove all burlap, ropes, twine, wires, etc. from plant.

- E. Apply pre-emergent herbicide as per label after installation of mulch.
- F. Guying and staking: Stake and guy all trees as per plan details immediately after planting.
- G. Pruning:
 - 1. Prune to remove dead or damaged branches.
 - 2. Pruning of a corrective nature shall be done in accordance with Missouri Department of Conservation standard details.
- H. Care of plantings: Check soil moisture 2 times per week until accepted. Adjust irrigation system or water thoroughly with a fine mist sprinkler head, soaker hose, or hose at a low flow rate over the entire drip line area as required to allow water to penetrate to a depth of 12" to 18" if rainfall and irrigation is not supplying adequate amounts.

3.04 **MAINTENANCE**

- A. Maintain plantings until completion and acceptance of the installation phase of project. Maintenance as defined in this specification does not include three-year warranty period (see SPECIFICATIONS: LANDSCAPE MAINTENANCE under Special Provisions).
- B. Maintenance shall include mechanical weed control if necessary. Cultivation that disturbs the roots of the plants should not be incorporated into the maintenance schedule.
 - 1. Re-set settled plants to proper grade and position. Restore planting saucer and adjacent material and remove dead material.
 - 2. Tighten and repair guy wires and stakes as required.
 - 3. Correct deficient work as they become apparent, or as directed by City's representative, as soon as possible as weather and season permit.
 - 4. Water plants immediately after planting, and not less than twice per week unless rainfall or irrigation has been sufficient. Guard against soil saturation.

3.05 **ACCEPTANCE**

- A. Inspection to determine acceptance of planted areas will be made by City's representative, upon Contractor's request. Provide notification at least three (3) working days before requested inspection date. Acceptance of Plantings occurs when installation phase of project is completed, provided all requirements have been complied with and plant materials are alive and in healthy vigorous condition.
- B. The contract shall provide the City the following information:
 - 1. The name and phone number of the contractor's contact responsible for the three-year maintenance period of the project.
 - 2. Schedule of maintenance activities in writing.

C. Upon acceptance of installation phase of contract, the one-year maintenance and three-year warranty portion of the project shall begin.

3.06 **CLEANING:** Perform cleaning during installation of the work and upon completion of the work. Remove from site all excess materials, soil, debris, and equipment. Repair damage resulting from planting operations.

**CITY OF SPRINGFIELD
INVITATION FOR BID #066-2011
SPECIFICATIONS: LANDSCAPE MAINTENANCE**

PART 1 - GENERAL

1.01 **SCOPE OF WORK:** Provide all labor, equipment, fuel, insurance, taxes and other items necessary to provide grounds mowing and tree maintenance services as specified herein.

PART 2 - EXECUTION

2.01 **GROUNDS MOWING**

- A. Beginning at Acceptance of the Landscape Installation and continuing for a one-year period, mow entire project limits once each seven (7) days with no less than five (5) days between mowing.
- B. Trash and litter shall be removed from area to be mown prior to mowing and taken off site if no public trash containers are available.
- C. All mowing equipment shall be equipped with sharp blades that do not tear the grass but cleanly cut the grass.
- D. All grass shall be mowed to two-thirds of its pre-cut height and to a maximum height of three inches.
- E. All sidewalks, curbs, and steps shall be mechanically trimmed. Chemical edging by Contractor shall not be permitted.
- F. All structures, trees, poles, signs, fences, walls and shrub beds are to be trimmed closely. Trimming shall be accomplished concurrently with mowing.
- G. The mowed area shall be free of clumped grass and not show tire tracks or ruts from mowing equipment.
- H. Mowing shall not discharge grass clippings onto paved areas or other improved areas. Any materials from mowing operations blown or discharged on to such areas shall be removed immediately.
- I. Grass clippings may be finely cut by use of a mulching-type mower. Removal of clippings from turf areas will not be required if clippings are mulched in such manner.
- J. Mowing or trimming operations shall not damage plants or other improvements.

2.02 **PLANTING MAINTENANCE SCHEDULE – As applicable**

- A. All work shall be accomplished in accordance with the following minimum specifications. The Tree Groups referred to below are as follows:
 - Group I – Deciduous shade trees
 - Group II – Deciduous small early flowering (before June 1)
 - Group III – Deciduous small late flowering (after June 1)
 - Group IV – Conifers

- B. **January and February**, weeks 1 through 4; Prune trees, as per the attached Missouri Department of Conservation (MDC) guidelines in Group I, as needed when temperatures are above forty degrees Fahrenheit. Examine Group IV trees for scales and mites, and make note of any presence to the City in the progress report and treat as necessary. Reapply mulch around trees to keep a three-inch depth of cover.
- C. **March**, weeks 1 through 4: Examine trees for winter damage. Repair damaged areas as necessary. Stake trees, as required, per specifications. As directed by City, replace any trees that have died over the winter. Complete pruning of trees in Group III, as per the attached MDC guidelines.
- D. **April**, weeks 1 through 4: Complete work from previous month. Remove by hand, or other means approved in advance by City, any weeds from mulched areas around trees.
- E. **May**, weeks 1 and 2: Prune trees in Group II immediately after flowering is completed, per the attached MDC guidelines. Examine trees for pest insect and disease and make note of any presence to the City in the progress report. Remove by hand or other means approved in advance by City, any weeds from mulched areas around trees.
- F. **May**, weeks 3 and 4: Begin watering installed trees as necessary. Continue to complete work from previous two weeks. Prune Group IV trees, if specified, per the attached MDC guidelines.
- G. **June**, weeks 1 through 4: Continue pruning Group III trees, as per the attached MDC guidelines. Remove by hand, or other means approved in advance by City, any weeds from mulched areas. Water trees as necessary.
- H. **July through August**, weeks 1 through 4 and September, weeks 1 and 2: Examine all trees for aphids, scale and mites and treat as necessary. Continue watering as required. Remove by hand, , or other means approved in advance by City, any weeds from mulched areas.
- I. **September**, weeks 3 and 4: Continue watering as specified. Remove by hand, or other means approved in advance by City, any weeds from mulched areas.
- J. **October**, weeks 1 through 4: Beginning in the second growing season, fertilize trees in a band three feet beyond drip line with granular, time-released 12-12-12 analysis at rate of 0.7#/100 sf using hand broadcast method. Examine trees for damage. Repair damaged areas as necessary. Stake trees, as required by City and as specified. Replace any trees that have died over the summer. Continue work from previous month.
- K. **November**, weeks 1 through 4: Reapply mulch around trees as needed to replace or replenish to the required depths. Complete work from previous month.
- L. **December**, weeks 1 through 4: Prune Group I and III trees, as per the attached MDC guidelines.

NOTES:

1. Mulching - Maximum depth of mulch is to be three (3) inches and spread no closer than three (3) inches to trunk of tree. Reapply mulch a maximum of two (2) times per year as part of contract "Annual Tree Maintenance" unit price. Mulching required by the City in excess of two (2) times per year will apply to contract "Re-mulching" unit price.
2. Watering – Water a maximum of ten (10) times per year as part of the contract "Annual Tree Maintenance" unit price. Watering required by the City in excess of ten (10) times per year will apply to contract "Supplemental Watering" unit price. Water shall be applied at the rate of 5 gallons/caliper inch.

2.03 **MEASUREMENT AND PAYMENT**

- A. The City will perform periodic inspections of the landscape maintenance to determine if the work has been accomplished in accordance with the specifications.
- B. The Contractor is to complete and submit to the City, a weekly progress report.
- C. The Contractor may submit a pay request for work completed at the beginning of each month, in accordance with the Special Provisions.
- D. The contractor is responsible for immediately notifying the City of any unusual conditions such as mechanical or pest damage that may affect tree condition.

**CITY OF SPRINGFIELD
 BID FORM – PROPOSAL
 IFB #066-2011**

SUBMITTED BY _____
 Company Name

Pursuant to and in accordance with the above stated Invitation for Bid, the undersigned hereby declares that they have examined the IFB documents and specifications for the item(s) listed below. The undersigned proposes and agrees, if their Bid is accepted to furnish the item(s) submitted below, including delivery to Springfield, Missouri in accordance with the delivery schedule indicated below and according to the prices products/services information submitted.

Item	Est Qty	UM	Description	Unit Price	Extended Price
SCHEDULE A: LANDSCAPING AND LANDSCAPE MAINTENANCE:					
1	1	LS	Mobilization and all other required materials	\$ _____/LS	\$ _____
2	15	EA	2" Caliper B&B 'Shademaster' Thornless Honeylocus	\$ _____/EA	\$ _____
3	96	EA	3 Gal container Shamrock Inkberry	\$ _____/EA	\$ _____
4	2	EA	4" Pot Black Cohosh	\$ _____/EA	\$ _____
5	6	EA	4" Pot Palm Sledge	\$ _____/EA	\$ _____
6	17	EA	4" Pot Copper Iris	\$ _____/EA	\$ _____
7	34	EA	4" Pot Soft Rush	\$ _____/EA	\$ _____
8	10.5	CY	Mulch, Cypress, Fiberous	\$ _____/CY	\$ _____
LANDSCAPE SUB-TOTAL					\$ _____
9	1	LS	Optional – 1 Year Landscape Maintenance	\$ _____/LS	\$ _____
LANDSCAPE & MAINTENANCE - GRAND TOTAL					\$ _____
SCHEDULE B: IRRIGATION					
10	1	LS	Mobilization and all other required materials	\$ _____/LS	\$ _____
11	7	EA	1" Isolation Valve	\$ _____/EA	\$ _____
12	9	EA	Quick Couple	\$ _____/EA	\$ _____
13	1,335	LF	1' Lateral Line	\$ _____/LF	\$ _____
14	3	EA	Field Surge Protection	\$ _____/EA	\$ _____
15	1,132	SF	Planting area Receiving Drip Irrigation	\$ _____/SF	\$ _____
16	871	LF	MDC Control Wire	\$ _____/LF	\$ _____
IRRIGATION INSTALLATION					\$ _____
IRRIGATION PREVENTATIVE MAINTENANCE SERVICES AS REQUIRED:					
17	1	LS	Spring Startup - Preventative Maintenance, Inspect & Test	\$ _____/EA	\$ _____
18	1	LS	Backflow - Preventative Maintenance, Inspect & Test	\$ _____/EA	\$ _____
19	1	LS	Mid-Season - Preventative Maintenance, Inspect & Test	\$ _____/EA	\$ _____
20	1	LS	Winterization - Preventative Maintenance, Inspect & Test	\$ _____/EA	\$ _____
IRRIGATION PREVENTATIVE MAINTENANCE SERVICES					\$ _____
IRRIGATION & MAINTENANCE GRAND TOTAL					\$ _____

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that (COMPANY NAME) as principal and _____, as surety are held and firmly bound to the City of Springfield, Missouri, in the sum of Dollars (_____) to be paid to the City of Springfield, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS the above-named principal did on the _____ day of _____, 20__, enter into a contract with the City of Springfield, Missouri, for:

PARK CENTRAL EAST AND WEST STREETSCAPE PER IFB #066-2011

NOW, THEREFORE, if the above-named principal shall well and truly:

Keep and perform all of the contract on his, it's or their part to be kept and performed, and faithfully comply with all of the laws of the State of Missouri and all the ordinances of the City of Springfield, Missouri, applicable to the aforesaid contract and this bond and the conditions of said contract, and at the time stipulated in said contract or within a reasonable time if not time as stipulated;

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

The principal and surety specifically hereby grant authority to the City of Springfield, Missouri, to date this bond consistent with the date of the contract upon signature of the contract by the City.

In addition to any other remedies which may be had by the City of Springfield, Missouri, under this bond, the City may in case of default or abandonment of the contract hereinbefore referred to notify the surety hereto by registered or certified mail directed to the surety or to its attorney-in-fact for it authorized at the time of the execution of this bond that such default or abandonment has occurred, which such notice need not be detailed but may be in generalities, and the surety shall have the obligation to inquire into the nature of such default or abandonment and to thereafter within sixty (60) days from the date of such notice proceed toward completion without undue delay of the improvement in accordance with the contract aforesaid; and in the event of default on the part of the surety to proceed to complete as aforesaid the City of Springfield, Missouri, shall have the right to itself complete the work, and upon completion to be reimbursed by the principal, the surety or both of them for the cost of said completion including cost of readvertisements, preparation of new plans, contracts, and all other ordinary and reasonable expenses in connection with completion of the work.

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Greene County, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: _____

Approved as to Form:

By: _____

Assistant City Attorney

Surety: _____

By: _____

PAYMENT BOND FOR LABOR AND MATERIALS

KNOW ALL MEN BY THESE PRESENTS that (COMPANY NAME) as principal and _____, as surety are held and firmly bound to the City of Springfield, Missouri, in the sum of Dollars (_____) to be paid to the City of Springfield, Missouri, and for the lawful payment of said sum we, and each of us, hereby bind ourselves, our heirs, our executors, administrators, successors and assigns firmly by these presents,

The condition of this bond is such that:

WHEREAS the above-named principal did on the _____ day of _____, 20__, enter into a contract with the City of Springfield, Missouri, for:

PARK CENTRAL EAST AND WEST STREETScape PER IFB #066-2011

NOW, THEREFORE, if the above-named principal shall well and truly:

Pay for any and all materials, lubricants, oil, gasoline, grain, hay, feed, coal and coke, repairs on machinery, groceries and foodstuffs, equipment and tools consumed or used in connection with the construction of the work aforescribed, and all insurance premiums both for compensation and for all other kinds of insurance on said work above described, and for all labor performed in the work whether by the principal or by subcontractor or otherwise and at the prevailing hourly rate of wages made applicable to the work as specified by the contract (if a prevailing hourly rate of wages shall have been so specified).

Then this obligation shall be void, otherwise it shall remain in full force and effect.

It is understood and agreed that this bond is executed and furnished under the provisions of Section 2.5 of the Springfield City code.

It is understood and agreed that this bond shall not be avoided because of changes in the plans or specifications for the work, or because of extensions of time for the performance of work, and the surety above-named does hereby waive notice of and does hereby consent to any such changes or extensions of time.

The principal and surety specifically hereby grant authority to the City of Springfield, Missouri, to date this bond consistent with the date of the contract upon signature of the contract by the City.

It is understood and agreed that any person entitled to payment for any of the matters upon which this bond is conditioned shall have the right in his name or in the name of the City of Springfield, Missouri, to bring suit upon this bond for the recovery of such payment. It is further agreed that no such suit shall be instituted after the expiration of ninety (90) days from the completion of the contract hereinbefore referred to unless otherwise provided by of Section 2.5 (d) of the Springfield City Code.

This bond shall be governed by the laws of the State of Missouri. The parties hereto agree that should any litigation arise out of this bond, the venue for such litigation shall be in the Circuit Court of Greene County, Missouri, and the parties hereto expressly waive all rights to venue inconsistent therewith.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20__, or have caused these presents to be executed by our authorized agent on the same day and year.

Company: _____

Approved as to Form:

By: _____

Assistant City Attorney

Surety: _____

By: _____

Notice and Instructions to Bidders/Vendors

Regarding Sections 285.525 through 285.550 RSMO, Effective January 1, 2009 and Section 292.675 RSMO, Effective August 28, 2009

Effective January 1, 2009 and pursuant to the State of Missouri's RSMO 285.530 (1), No business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the state of Missouri.

As a condition for the award of any contract or grant in excess of five thousand dollars by the state or by any political subdivision of the state (e.g., Greene County, Mo.) to a business entity, the business entity (Company) shall, by sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. Every such business entity shall sign an affidavit affirming that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. [RSMO 285.530 (2)]

RSMO 285.530 pertains to all solicitations for services over \$5,000. RSMO 285.530 does not apply to solicitations for goods only. If a solicitation is for services and goods, RSMO 285.530 applies if the services portion of the solicitation is over \$5,000.

Effective August 28, 2009 and pursuant to the State of Missouri's RSMO 292.675, Contractors and subcontractors who sign a contract to work on public works projects must provide a 10-hour OSHA construction safety program, or similar program approved by the Department of Labor and Industrial Relations, to be completed by their on-site employees within sixty (60) days of beginning work on the construction project. Contractors and subcontractors in violation of this provision will forfeit to the public body \$2,500 plus \$100 a day for each employee who is employed without training. Public bodies and contractors may withhold assessed penalties from the payment due to those contractors and subcontractors.

In order to comply with sections 285.525 through 285.550 and 292.675 RSMO, City requires the following bid and contract documents:

1. Affidavit for Service Contracts over \$5,000.00 (US) – Effective 1-1-2009, Company shall comply with the provisions of Section 285.525 through 285.550 R.S.Mo. Contract award is contingent on Company providing an acceptable notarized affidavit stating:

- a. that Company is enrolled in and participates in a federal work authorization program with respect to the employees working in connection with the contracted services; and
- b. that Company does not knowingly employ any person who is an unauthorized alien in connection the contracted services.

2. Affidavit for any Public Works Project Contract – Effective 8-28-2009, Company shall comply with the provisions of Section 292.675 R.S.Mo. Within 60 days of issuance of Notice to Proceed, Company shall provide an acceptable notarized affidavit stating that Company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

3. Additionally, Company must provide documentation evidencing current enrollment in a federal work authorization program (e.g. electronic signature page from E-Verify program's Memo of Understanding (MOU)). *See attached sample*

The City of Springfield encourages companies that are not already enrolled and participating in a federal work authorization program to do so. E-Verify is an example of this type of program. Information regarding E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm or by calling **888-464-4218**.

If you have any questions, please contact the City Purchasing Department at 417- 864-1620.

Company ID Number: XXXXXX

The foregoing constitutes the full agreement on this subject between the SSA, DHS (Department of Homeland Security), and the Employer.

The individuals whose signatures appear below represent that they are authorized to enter into this MOU on behalf of the Employer and DHS respectively.

To be accepted as a participant in E-Verify, you should only sign the Employer's Section of the signature page. If you have any questions, contact E-Verify Operations at 888-464-4218.

Employer, Your Company Name

John Doe

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Date

Verification

Department of Homeland Security - Division

USCIS Verification Division

Name (Please type or print)

Title

Electronically Signed

01/01/2009

Signature

Sample
E-Verify
Memo of Understanding - MOU
Electronic Signature Page

**CITY OF SPRINGFIELD
STATEMENT OF "NO BID"
IFB #066-2011**

**RETURN THIS PAGE ONLY IF YOUR COMPANY PROVIDES THE PRODUCTS/SERVICES BEING BID AND DECLINES
TO DO SO.**

WE, THE UNDERSIGNED, HAVE DECLINED TO BID ON YOUR **IFB #066-2011** FOR **PARK CENTRAL EAST AND WEST STREETScape** FOR THE FOLLOWING REASON(S):

- _____ SPECIFICATIONS ARE TOO "TIGHT," I.E. GEARED TOWARD ONE BRAND OR MANUFACTURER ONLY (PLEASE EXPLAIN BELOW).
- _____ INSUFFICIENT TIME TO RESPOND TO INVITATION FOR BID.
- _____ OUR PRODUCT SCHEDULE WOULD NOT PERMIT US TO PERFORM.
- _____ UNABLE TO MEET SPECIFICATIONS.
- _____ UNABLE TO MEET INSURANCE REQUIREMENTS.
- _____ SPECIFICATIONS UNCLEAR (PLEASE EXPLAIN BELOW).
- _____ OTHER (PLEASE SPECIFY BELOW).

REMARKS:

COMPANY NAME: _____

ADDRESS: _____

SIGNATURE AND TITLE: _____

TELEPHONE NUMBER: _____

DATE: _____

Missouri

Division of Labor Standards

WAGE AND HOUR SECTION



JEREMIAH W. (JAY) NIXON, Governor

Annual Wage Order No. 17

Section 039

GREENE COUNTY

In accordance with Section 290.262 RSMo 2000, within thirty (30) days after a certified copy of this Annual Wage Order has been filed with the Secretary of State as indicated below, any person who may be affected by this Annual Wage Order may object by filing an objection in triplicate with the Labor and Industrial Relations Commission, P.O. Box 599, Jefferson City, MO 65102-0599. Such objections must set forth in writing the specific grounds of objection. Each objection shall certify that a copy has been furnished to the Division of Labor Standards, P.O. Box 449, Jefferson City, MO 65102-0449 pursuant to 8 CSR 20-5.010(1). A certified copy of the Annual Wage Order has been filed with the Secretary of State of Missouri.

Original Signed by

Carla Buschjost, Director
Division of Labor Standards

This Is A True And Accurate Copy Which Was Filed With The Secretary of State: March 10, 2010

Last Date Objections May Be Filed: April 9, 2010

Prepared by Missouri Department of Labor and Industrial Relations

OCCUPATIONAL TITLE	**Effective Date of increase	*	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
Asbestos Worker			\$23.72	56	28	\$10.50
Boilermaker			\$32.31	57	7	\$21.79
Bricklayers-Stone Mason			\$25.92	24	74	\$14.38
Carpenter	4/10		\$23.33	61	4	\$11.35
Cement Mason			\$21.41	64	4	\$9.12
Electrician (Inside Wireman)			\$23.93	21	48	\$11.17+ 10%
Communication Technician			\$14.50	FED		\$7.39
Elevator Constructor		a	\$39.610	26	54	\$21.428
Operating Engineer						
Group I			\$23.78	84	4	\$11.00
Group II			\$22.19	84	4	\$11.00
Group III			\$21.49	84	4	\$11.00
Group III-A			\$22.19	84	4	\$11.00
Group IV						
Group V			\$14.27	84	4	\$11.00
Pipe Fitter	11/10		\$26.75	19	1	\$14.07
Glazier			\$21.55	36	52	\$4.35
Laborer (Building):						
General			\$19.45	112	4	\$9.45
First Semi-Skilled			\$21.08	112	4	\$9.45
Second Semi-Skilled			\$20.13	112	4	\$9.45
Lather			USE CARPENTER RATE			
Linoleum Layer & Cutter	4/10		\$23.33	123	78	\$11.35
Marble Mason			\$20.62	124	74	\$12.03
Millwright	4/10		\$23.58	61	4	\$11.35
Iron Worker	4/10		\$25.00	50	4	\$22.90
Painter	4/10		\$19.26	7	14	\$11.49
Plasterer			\$21.65	64	4	\$9.34
Plumber	11/10		\$26.75	19	1	\$14.07
Pile Driver	4/10		\$23.58	61	4	\$11.35
Roofer	4/10		\$21.11	10	2	\$7.52
Sheet Metal Worker			\$25.91	4	24	\$12.64
Sprinkler Fitter	4/10		\$30.84	33	19	\$16.95
Terrazzo Worker			\$27.48	124	74	\$13.60
Tile Setter			\$20.62	124	74	\$12.03
Truck Driver-Teamster						
Group I	4/10		\$19.45	98	4	\$4.72
Group II						
Group III	4/10		\$19.45	98	4	\$4.72
Group IV	4/10		\$19.45	98	4	\$4.72
Traffic Control Service Driver			\$16.35	48	49	\$2.75
Welders-Acetylene & Electric		*				

Fringe Benefit Percentage is of the Basic Hourly Rate

Attention Workers: If you are not being paid the appropriate wage rate and fringe benefits contact the Division of Labor Standards at (573) 751-3403.

**Annual Incremental Increase

**GREENE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 4: Means the regular working day shall consist of eight (8) hours labor on the job between six (6) a.m. and six-thirty (6:30) p.m. and the regular working week shall consist of five (5) consecutive eight (8) hour days beginning with Monday and ending with Friday of each week. All full time or part time labor performed during such hours shall be recognized as regular working hours and paid for at the regular hourly rate. All work performed outside the regular working hours and performed during the regular work week and Saturday work, shall be paid at one & one-half (1½) times the regular rate. All recognized holidays or days locally observed as such, and Sundays shall be paid at the double (2) time rate of pay. Also, there may be a 40-hour work week which would consist of ten (10) hours each day for Monday, Tuesday, Wednesday, Thursday or Friday.

NO. 7: Means work between the hours of 7:00 a.m. and 6:00 p.m. daily, Monday through Saturday, as assigned by the Employer shall be considered regular hours. Weekend work shall be paid at the rate of one and one-half (1 ½) times the regular rate of pay. Weekend begins 12:01 a.m. Saturday. Overtime is time worked over forty (40) hours per pay period, and shall be paid at the rate of one and one-half (1½) times the regular rate of pay. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

NO. 10: Means the regular working day shall be scheduled to consist of at least eight (8) hours but no more than ten (10) consecutive hours, exclusive of the lunch period, unless otherwise provided. Crews shall be scheduled to commence at any time between the hours of 5:00 a.m. and 10:00 a.m. or earlier if agreed on by the majority of any one crew. Except as specifically provided for Saturdays, Sundays and holidays, all work performed by Employees anywhere in excess of forty (40) hours in one (1) work week, or in excess of ten (10) hours in one work day shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale. Any work performed on a Saturday shall be paid at the rate of one and one-half (1½) times the regular hourly wage scale unless such Saturday work falls under the category of Saturday make Up Day. When this Saturday Make Up Day does occur, the Employee may work on Saturday at straight time; provided, however, if during the period worked by said Employee on Saturday, the Employee's compensable time at the straight time rate exceeds forty (40) hours, all time worked in excess of the forty (40) hours will be paid at the rate of one and one-half (1½) times the regular hourly wage scale. The provision of this Saturday Make Up Day shall not apply to any weeks in which a designated holiday is recognized. Any work performed by Employees anywhere on Sunday or holidays shall be paid at the rate of double (2) times the regular wage scale.

NO. 19: Means eight (8) hours of work, between 8:00 a.m. and 4:30 p.m., shall constitute a day's work. Forty (40) hours of work Monday through Friday shall constitute a workweek. The starting time may be changed to begin between the hours of six (6:00) and ten (10:00) a.m. The normal workweek may be changed to four (4) ten (10) hour days, with the following provisions: Monday through Thursday would be the normal workweek with Friday being used as scheduled workday in case of a day being lost time due to weather, any hours worked before, or after, established starting and quitting times being paid at double (2) times hourly rates of pay. The first two (2) hours performed in excess of an eight (8) hour workday, Monday through Friday, and the first ten (10) hours on Saturday, shall be paid at time and one-half (1½) the basic straight-time rate. All work performed on Sundays and holidays, and in excess of ten (10) hours a day shall be paid at double (2) the basic straight-time rate of pay.

NO. 21: Means eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within five (5) days, Monday through Friday, shall constitute a work week. The regular starting time of a job may be moved not more than two (2) hours prior to 8:00 a.m. However, in no case shall more than eight (8) hours be worked per day without the applicable overtime rate being paid. When job conditions dictate, the Employer shall be allowed to establish a four (4) day, ten (10) hours per day work week. This work week is defined as Monday through Thursday or Tuesday through Friday. All hours worked in excess of ten (10) hours per day or forty (40) hours per week shall be paid at the applicable overtime rate. This language is not intended to change the normal five (5) day, eight (8) hour per day work week. All overtime work performed after the regularly scheduled working hours Monday through Friday and Saturday shall be paid for at time and one-half (1½) the regular straight time rate of pay. Sundays and recognized holidays shall be paid for at two (2) times the straight time rate of pay. Shift work performed between the hours of 4:30 p.m. and 1:00 a.m. (second shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 17.3% for all hours worked. Shift work performed between the hours of 12:30 a.m. and 9:00 a.m. (third shift) shall receive eight (8) hours pay at the regular hourly rate of pay plus 31.4% for all hours worked. An unpaid lunch period of thirty (30) minutes shall be allowed on each shift. All overtime work required before the established start time and after the completion of eight (8) hours of any shift shall be paid at one and one-half (1½) times the shift hourly rate.

**GREENE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 24: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. A workweek of four (4), ten (10) hour days may be established on a per job basis. Saturday may be used for a make-up day, when working 5-8's, Friday when working 4-10's. All time worked before and after the established workday of eight (8) hours, Monday through Friday, and all time worked on Saturday shall be paid for at the rate of time and one-half (1½) except after eight (8) hours worked, then double (2) time will apply. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time.

NO. 26: Means that the regular working day shall consist of eight (8) hours worked between 6:00 a.m., and 5:00 p.m., five (5) days per week, Monday to Friday, inclusive. Hours of work at each jobsite shall be those established by the general contractor and worked by the majority of trades. (The above working hours may be changed by mutual agreement). Work performed on Construction Work on Saturdays, Sundays and before and after the regular working day on Monday to Friday, inclusive, shall be classified as overtime, and paid for at double (2) the rate of single time. The employer may establish hours worked on a jobsite for a four (4) ten (10) hour day work week at straight time pay for construction work; the regular working day shall consist of ten (10) hours worked consecutively, between 6:00 a.m. and 6:00 p.m., four (4) days per week, Monday to Thursday, inclusive. Any work performed on Friday, Saturday, Sunday and holidays, and before and after the regular working day on Monday to Thursday where a four (4) ten (10) hour day workweek has been established, will be paid at two times (2) the single time rate of pay. The rate of pay for all work performed on holidays shall be at two times (2) the single time rate of pay.

NO. 33: Means the standard work day and week shall be eight (8) consecutive hours of work between the hours of 6:00 a.m. and 6:00 p.m., excluding the lunch period Monday through Friday, or shall conform to the practice on the job site. Four (4) days at ten (10) hours a day may be worked at straight time, Monday through Friday and need not be consecutive. All overtime, except for Sundays and holidays shall be at the rate of time and one-half (1½). Overtime worked on Sundays and holidays shall be at double (2) time.

NO. 36: Means eight (8) hours shall constitute a work day, Monday through Friday between the hours of 6:00 a.m. and 6:00 p.m. Saturday can be used as a makeup day if time is lost due to weather. All hours in excess of the regular forty (40) hour work week or eight (8) hours per day shall be considered overtime and shall be paid for at the rate of one and one-half (1½) times the regular rate. Employees will be paid at the rate of one and one-half (1½) times their regular rate for work performed on Saturdays. Sundays and holidays worked are to be paid at double (2) the regular hourly rate. Four (4) ten-hour days, at the option of the Employer, shall be the standard work week, consisting of a consecutive ten-hour period, Monday through Thursday or Tuesday through Friday, between the hours of 6:00 a.m. and 6:00 p.m. Forty (40) hours per week shall constitute a week's work.

NO. 48: Means the regularly scheduled work week shall be five (5) consecutive days, Monday through Friday or Tuesday through Saturday. Eight (8) hours shall constitute a day's work. Starting time shall not be earlier than 7:00 a.m. nor later than 10:00 a.m. Forty (40) hours shall constitute a week's work. Overtime at the rate of time and one-half (1½) will be paid for all work in excess of forty (40) hours in any one work week. On the Monday through Friday schedule, all work performed on Saturday will be time and one-half (1½) unless time has been lost during the week, in which case Saturday will be a make up day to the extent of the lost time. On the Tuesday through Saturday schedule, all work performed on Monday will be time and one-half (1½) unless time has been lost during the week, in which case Monday will be a make-up day to the extent of the lost time. Any work performed on Sunday will be double (2) time. If employees work on any of the recognized holidays, they shall be paid time and one-half (1½) their regular rate of pay for all hours worked.

NO. 50: Means eight (8) hours constitute a normal day's work Monday through Friday. Any time worked over eight (8) hours will normally be paid at time and one-half (1½) except for exclusions stated in some following additional sentences. The Employer, at his discretion, may start the work day between 6:00 a.m. and 9:00 a.m. Any schedule chosen shall be started at the beginning of the work week (Monday) and used for at least five days. Work may be scheduled on a four (4) days a week (Monday through Thursday) at ten (10) hours a day schedule. If such a schedule is employed, then Friday may be used as a make-up day when time is lost due to inclement weather. Time and one-half (1½) shall be paid for any work in excess of eight (8) hours in any regular work day Monday through Friday unless working 4-10's, then time and one-half (1½) after ten (10) hours. All work performed on Saturday will be time and one-half (1½). Double (2) time shall be paid for all work on Sundays and recognized holidays.

**GREENE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO 56: Means the regular work day shall consist of eight (8) hours between 8:00 a.m. and 4:30 p.m. An optional four day work week may be utilized with the ten (10) hour clause, days Monday through Thursday or Tuesday through Friday. Work hours shall be from 7:00 a.m. to 5:30 p.m. any work performed on Monday or Friday outside the regular scheduled four (4) days shall be at one and one half (1 ½) the regular rate of pay. Work performed outside of the regular work day, and on Saturdays shall be paid at one and one half (1 ½) the regular rate of pay. Sundays and holidays shall be paid at double (2) time the regular rate of pay.

NO. 57: Means eight (8) hours per day shall constitute a day's work and forty (40) hours per week, Monday through Friday, shall constitute a week's work. The regular starting time shall be 8:00 a.m. The above may be changed by mutual consent of authorized personnel. When circumstances warrant, the Employer may change the regular workweek to four (4) ten-hour days at the regular time rate of pay. It being understood that all other pertinent information must be adjusted accordingly. All time worked before and after the established workday of eight (8) hours, Monday through Friday, all time worked on Saturday, shall be paid at the rate of time and one-half (1½) except in cases where work is part of an employee's regular Friday shift. All time worked on Sunday and recognized holidays shall be paid at the double (2) time rate of pay.

NO. 61: Means except as herein provided, eight (8) hours a day, 8:00 a.m. to 4:30 p.m., shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work. The regular workday starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½). All time worked on Sunday and holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) day ten hour work week is in effect, the standard work week shall consist of forty (40) hours, Monday through Friday, which will consist of any four (4) consecutive ten-hour four days within the five (5) day period. In the event the job is down for any reason beyond the control of the Employer, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours per day, or forty (40) hours per week. When the five (5) day eight-hour work week is in effect, forty (40) hours per week shall constitute a week's work (normal work week being Monday through Friday). In the event the job is down for any reason beyond the control of the Employer, then Saturday may, at the option of the Employer, be worked as a make-up day, at straight time not to exceed eight (8) hours for that day, or forty (40) hours per week. A make-up day is not to be used to make up time lost due to recognized holidays.

NO. 64: Means eight (8) hours shall constitute a day's work beginning at 8:00 a.m. and ending at 4:30 p.m. Forty (40) hours shall constitute a week's work, Sunday through Saturday. In the event time is lost due to weather or conditions beyond the control of the Employer, the Employer may schedule work on Saturday at straight time. All work over eight (8) hours in one day, forty (40) hours in one week, or on Saturday (except as herein provided) shall be classified as overtime and be paid at the rate of time and one-half (1½). All work on Sunday or recognized holidays shall be classified as overtime and be paid at the rate of double (2) time. When the four (4) day ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods. Forty (40) hours per week shall constitute a week's work Sunday through Saturday inclusive. In the event the job is down for reasons beyond the contractors control, then Friday and/or Saturday may, at the option of the Employer be worked as a make-up day, straight time not to exceed ten (10) hours per day or forty (40) hours per week.

NO. 84: The regular working starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. Except as provided in this Article, eight (8) hours a day shall constitute a standard work day and forty (40) hours per week shall constitute a weeks' work, which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid at the rate of time & one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods, exclusive of the lunch period, beginning at 6:30 a.m. and forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours or forty (40) hours per week. When the five (5) eight-hour work week is in effect, forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed eight (8) hours or forty (40) hours per week.

**GREENE COUNTY
OVERTIME SCHEDULE - BUILDING CONSTRUCTION**

NO. 98: Means eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten (10) hour periods between the hours of 5:30 and 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed ten (10) hours per day or forty (40) hours per week. When the five (5) day eight (8) hours work week is in effect forty (40) hours per week shall constitute a week's work, Monday through Friday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours per day or forty (40) hours per week. When the five (5) day eight (8) hour work week is in effect, starting time shall be between 7:00 a.m. and 8:00 a.m. All time worked before 7:00 a.m. shall be paid for at the rate of time and one-half (1½). All work performed on Saturday up to 6:00 p.m. (except as herein provided) shall be compensated for at the rate of time and one-half (1½). All time worked from 6:00 p.m. Saturday to 7:00 a.m. Monday will be paid for at the rate of double (2) time.

NO. 112: Means the regular starting time of 8:00 a.m. (and resulting quitting time of 4:30 p.m.) may be moved forward to 6:00 a.m. or delayed one (1) hour to 9:00 a.m. Except as provided for, eight (8) hours a day shall constitute a standard work day, and forty (40) hours per week shall constitute a week's work, which shall begin on Sunday and end on Saturday. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (1½) (except as herein provided). All time worked on Sunday and recognized holidays shall be classified as overtime and paid at the rate of double (2) time. The Employer has the option of working either five (5) eight (8) hour days or four (4) ten (10) hour days to constitute a normal forty (40) hour work week. When the four (4) ten-hour work week is in effect, the standard work day shall be consecutive ten hour periods between the hours of 6:30 a.m. and 6:30 p.m. Forty (40) hours per week shall constitute a week's work, Monday through Thursday, inclusive. In the event the job is down for any reason beyond the Employer's control, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day; straight time not to exceed eight (8) hours or forty (40) hours per week.

NO. 123: Means except as provided, eight (8) hours a day (8:00 A.M. to 4:30 P.M.) shall constitute a standard work day, excluding the 30-minute lunch period, and forty (40) hours per week shall constitute a week's work. All time worked outside of the standard work day and on Saturday shall be classified as overtime and paid the rate of time and one-half (except as herein provided). All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time. The Employer has the option of working either five (5) eight-hour days or four (4) ten-hour days to constitute a normal forty (40) hour work week. When the four (4) day ten-hour work week is in effect, the standard work week shall consist of forty (40) hours, Monday through Friday, which will consist of any four (4) consecutive ten (10) hour days within the five day period. In the event the job is down for any reason beyond the control of the Employer, then Friday and/or Saturday may, at the option of the Employer, be worked as a make-up day, straight time not to exceed ten (10) hours or forty (40) hours per week. Starting time will be designated by the Employer. When the five (5) day eight (8) hour work week is in effect forty (40) hours per week will constitute a week's work (normal work week being Monday through Friday). In the event the job is down for any reason beyond the control of the Employer, then Saturday may, at the option of the Employer, be worked as a make-up day; at straight time not to exceed eight (8) hours or forty (40) hours per week.

NO. 124: Means eight (8) hours shall constitute a day's work on all classes of work between the hours of 6:00 a.m. and 5:30 p.m., Monday through Friday. The pay for time worked during these hours shall be at the regular wage rate. The regular workweek shall be Monday through Friday. Employment from 4:30 p.m. to 12:00 midnight, Monday through Friday, shall be paid for at one and one-half (1½) times the regular hourly rate. From 12:00 midnight until 8:00 a.m. on any day shall be paid for at twice the regular hourly rate. All time worked on Sundays and the recognized holidays shall be paid at the rate of double (2) time. It is understood that forty (40) hours shall constitute a regular workweek, (5-8's) Sunday Midnight through Friday Midnight, understanding anything over eight (8) hours is one and one-half (1½) times the hourly wage rate.

**GREENE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 1: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the rate of double time. When one of the above holidays falls on Sunday, the following Monday shall be observed. When one of the above holidays falls on Saturday the preceding Friday shall be observed.

NO. 2: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or the days observed as such, shall be paid at the double time rate of pay.

NO. 4: All work done on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas Day shall be paid at the double time rate of pay. If any of the above holidays fall on Sunday, Monday will be observed as the recognized holiday. If any of the above holidays fall on Saturday, Friday will be observed as the recognized holiday.

NO. 7: The following days are assigned days and are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. If a holiday falls on a Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This is applied to protect Labor Day. When a holiday falls during the normal workweek, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week. However, no reimbursement for this eight (8) hours is too paid to the workman unless worked. If workman are required to work the above enumerated holidays or days observed as such, or on Sunday, they shall receive double (2) the regular rate of pay for such work.

NO. 14: Means the following days are recognized Holidays: Memorial Day, Fourth of July, Thanksgiving Day, Christmas Day, and New Year's Day. No work shall be done on Labor Day. When falling on a Sunday and the following Monday is observed as part of the holiday, then that Monday shall be considered a holiday. Sunday and Holidays will be paid at the rate of two (2) times the regular rate of pay.

NO. 19: All work done on New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day shall be paid at the double time rate of pay. The employee may take off Friday following Thanksgiving Day. However, the employee shall notify his or her Foreman, General Foreman or Superintendent on the Wednesday preceding Thanksgiving Day. When one of the above holidays falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate. When one of the holidays falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double (2) time rate.

NO. 24: All work done on Christmas Day, Thanksgiving Day, New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Presidential Election Day or days locally observed as such, and Sunday shall be recognized as holidays and paid at the double time rate of pay.

NO. 28: All work done on New Year's Day, Veteran's Day, Memorial Day, Independence Day, Thanksgiving Day and Christmas Day shall be paid at the double time rate of pay. No work shall be performed on Labor Day except when triple (3) time is paid. When a holiday falls on Sunday, the following Monday shall be observed as the holiday.

NO. 48: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day shall be paid for at double (2) the straight-time rate of pay. Any one of the above-listed holidays falling on Sunday shall be observed on the following Monday and paid for at double (2) the straight-time rate of pay. Any of the above holidays falling on Saturday shall be observed on the previous Friday and paid at double (2) the straight-time rate of pay. Employees working on the Saturday will receive the standard pay for Saturday work.

NO. 49: The following days shall be observed as legal holidays: New Year's Day, Decoration Day, July 4th, Labor Day, Thanksgiving Day, Christmas Day, Employee's birthday and two (2) personal days. The observance of one (1) of the personal days to be limited to the time between December 1 and March 1 of the following year. If any of these holidays fall on Sunday, the following Monday will be observed as the holiday and if any of these holidays fall on Saturday, the preceding Friday will be observed as the holiday. If employees work on any of these holidays they shall be paid time & one-half (1½) their regular rate of pay for all hours worked.

**GREENE COUNTY
HOLIDAY SCHEDULE – BUILDING CONSTRUCTION**

NO. 52: All work performed on Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall receive the double (2) time rate of pay.

NO. 54: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving Day, and Christmas Day shall be paid at the double (2) time rate of pay. When a holiday falls on Saturday, it shall be observed on Friday. When a holiday falls on Sunday, it shall be observed on Monday.

NO. 74: All work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Veteran's Day, Thanksgiving Day and Christmas Day, shall be paid at double (2) time of the hourly rate of pay. In the event one of the above holiday's falls on Saturday, the holiday shall be celebrated on Saturday. If the holiday falls on Sunday, the holiday will be celebrated on Monday.

NO. 78: The following days shall be recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving and Christmas. If any of the above holidays fall on Sunday, Monday will be observed as the legal holiday. If any of the above holidays fall on Saturday, Friday will be observed as the legal holiday. All time worked on Sunday and herein named holidays shall be classified as overtime and paid at the rate of double time.

OCCUPATIONAL TITLE	*Effective Date of Increase	Basic Hourly Rates	Over-Time Schedule	Holiday Schedule	Total Fringe Benefits
CARPENTER					
Journeyman	5/10	\$27.62	7	16	\$11.40
Millwright	5/10	\$27.62	7	16	\$11.40
Pile Driver Worker	5/10	\$27.62	7	16	\$11.40
OPERATING ENGINEER					
Group I	5/10	\$25.72	5	15	\$11.55
Group II	5/10	\$25.37	5	15	\$11.55
Group III	5/10	\$25.17	5	15	\$11.55
Group IV	5/10	\$23.12	5	15	\$11.55
Oiler-Driver	5/10	\$23.12	5	15	\$11.55
LABORER					
General Laborer	5/10	\$21.89	4	18	\$9.89
Skilled Laborer	5/10	\$22.44	4	18	\$9.89
TRUCK DRIVER-TEAMSTER					
Group I	5/10	\$26.27	12	3	\$9.85
Group II	5/10	\$26.43	12	3	\$9.85
Group III	5/10	\$26.42	12	3	\$9.85
Group IV	5/10	\$26.54	12	3	\$9.85

Use Heavy Construction Rates on Highway and Heavy construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(3).

Use Building Construction Rates on Building construction in accordance with the classifications of construction work established in 8 CSR 30-3.040(2).

If a worker is performing work on a heavy construction project within an occupational title that is not listed on the Heavy Construction Rate Sheet, use the rate for that occupational title as shown on the Building Construction Rate sheet.

**GREENE COUNTY
OVERTIME SCHEDULE – HEAVY CONSTRUCTION**

FED: Minimum requirement per Fair Labor Standards Act means time and one-half (1 ½) shall be paid for all work in excess of forty (40) hours per work week.

NO. 4: Means a regular work week shall consist of not more than forty (40) hours of work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workers shall receive time and one-half (1½) for all work performed on Sundays and holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer prevent work, in which event, the starting time may be delayed, but not later than 12:00 noon. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker(s) unless worked.

NO. 5: Means a regular work week shall consist of not more than forty (40) hours work, Monday through Saturday, and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). Workmen shall receive time and one-half (1½) for all work performed on Sundays and recognized holidays or days observed as such. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time pay for that Sunday or holiday. If a job can't work forty (40) hours, Monday through Saturday, because of inclement weather or other conditions beyond the control of the Employer, Friday and Saturday may be worked as make up days at straight time (if working 4-10's). Saturday may be worked as a make up day at straight time (if working 5-8's). Make up days shall not be utilized for days lost to holidays. A work day is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, including requirements of the owner, prevent work. In such event the starting time may be delayed but not later than 12:00 noon. Where one of the holidays falls or is observed during the work week, then all work performed over and above thirty-two (32) hours shall be paid at time & one-half (1½).

NO. 7: Means the regular work week shall start on Monday and end on Friday, except where the Employer elects to work Monday through Thursday, ten (10) hours per day. All work over ten (10) hours in a day or forty (40) hours in a week shall be at the overtime rate of one and one-half (1½) times the regular hourly rate. The regular work day shall be either eight (8) or ten (10) hours. If a job can't work forty (40) hours Monday through Friday because of inclement weather or other conditions beyond the control of the Employer, Friday or Saturday may be worked as a make-up day at straight time (if working 4-10's). Saturday may be worked as a make-up day at straight time (if working 5-8's). Make-up days shall not be utilized for days lost due to holidays. A workday is to begin at the option of the Employer but not later than 11:00 a.m. except when inclement weather, requirements of the owner or other conditions beyond the reasonable control of the Employer prevent work. Except as worked as a make-up day, time on Saturday shall be worked at one and one-half (1½) times the regular rate. Work performed on Sunday shall be paid at two (2) times the regular rate. Work performed on recognized holidays or days observed as such, shall also be paid at the double (2) time rate of pay.

NO. 12: Means a regular work week shall consist of not more than forty (40) hours of work and all work performed over and above ten (10) hours per day and forty (40) hours per week shall be paid at the rate of time & one-half (1½). A workday is to begin between 6:00 a.m. and 9:00 a.m. at the option of the Employer except when inclement weather or other conditions beyond the reasonable control of the Employer, in which event, the starting time may be advanced or delayed. Workers shall receive time and one-half (1½) for all work performed on recognized holidays or days observed as such.

**GREENE COUNTY
HOLIDAY SCHEDULE – HEAVY CONSTRUCTION**

NO. 3: The following days are recognized as holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on a Sunday, it shall be observed on the following Monday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the workmen unless worked. An Employer working a four (4) day, ten (10) hour schedule may use Friday as a make up day when an observed holiday occurs during the work week. Employees have the option to work that make up day. If workmen are required to work the above enumerated holidays, or days observed as such, they shall receive time & one-half (1½) the regular rate of pay for such work.

NO. 15: The following days are recognized as holidays: New Year's Day, Memorial Day, July Fourth, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. If workmen are required to work the above enumerated holidays or days observed as such, they shall receive time and one-half (1½) the regular rate of pay for such work. Where one of the holidays specified falls or is observed during the workweek, then all work performed over and above thirty-two (32) hours in that week shall be paid at the rate of time and one-half (1½). Workmen shall receive time and one-half (1 ½) for all work performed on Sundays. Double (2) time shall be paid for work on Sunday or recognized holidays when and only if any other craft employees of the same employer at work on that same job site are receiving double (2) time for that Sunday or holiday.

NO. 16: The following days are recognized as holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward the forty (40) hour week; however, no reimbursement for this eight (8) hours is to be paid to the worker unless worked. If workers are required to work the above recognized holidays or days observed as such, they shall receive double (2) the regular rate of pay for such work.

NO. 18: All work performed on New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day shall be paid at the time and one-half (1½) rate of pay. If a holiday falls on Sunday, it shall be observed on the following Monday. If a holiday falls on Saturday, it shall be observed on the preceding Friday. No work shall be performed on Labor Day except in case of jeopardy to work under construction. This rule is applied to protect Labor Day. When a holiday falls during the normal work week, Monday through Friday, it shall be counted as eight (8) hours toward a forty (40) hour week; however no reimbursement for this eight (8) hours is to be paid to the working person(s) unless the holiday is worked.

OUTSIDE ELECTRICIAN

These rates are to be used for the following counties:

Andrew, Atchison, Barry, Barton, Buchanan, Caldwell, Cedar, Christian, Clinton, Dade, Dallas, Daviess, DeKalb, Douglas, Gentry, Greene, Grundy, Harrison, Hickory, Holt, Jasper, Laclede, Lawrence, Livingston, McDonald, Mercer, Newton, Nodaway, Ozark, Polk, St. Clair, Stone, Taney, Vernon, Webster, Worth, and Wright

COMMERCIAL WORK

Occupational Title	Basic Hourly Rate	Total Fringe Benefits
Journeyman Lineman	\$36.02	\$4.75 + 34%
Lineman Operator	\$34.10	\$4.75 + 34%
Groundman	\$23.28	\$4.75 + 34%

UTILITY WORK

Occupational Title	Basic Hourly Rate	Total Fringe Benefits
Journeyman Lineman	\$34.96	\$4.75 + 34%
Lineman Operator	\$32.31	\$4.75 + 34%
Groundman	\$22.53	\$4.75 + 34%

OVERTIME RATE: Eight (8) hours of work between the hours of 8:00 a.m. and 4:30 p.m. shall constitute a work day. Forty (40) hours within the five (5) days, Monday through Friday inclusive, shall constitute the work week. Starting time may be adjusted not to exceed two (2) hours. Work performed outside of the aforementioned will be paid at the applicable overtime rate. When starting time has been adjusted, all other provisions concerning the work day shall be adjusted accordingly. The overtime rate of pay shall be one and one-half (1½) times the regular rate of wages, other than on Sundays, holidays and from Midnight until 6:00 a.m., which will be paid at double (2) the straight time rate.

HOLIDAY RATE: Work performed on New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, or days celebrated as such, shall be paid at the double time rate of pay. If the holiday falls on Saturday, it will be observed on Friday; if the holiday falls on Sunday, it will be observed on Monday, and shall be paid for at double (2) the regular straight time rate of pay.