



**CITY OF SPRINGFIELD, MISSOURI
DIVISION OF PURCHASES
INVITATION FOR BID #197-2014**

THIS IS NOT AN ORDER

RETURN

TO: Kara Daniel, Buyer
City of Springfield
Division of Purchases
218 E. Central
Springfield, MO 65802

Date Issued: June 24, 2014
Buyer's Email: kdaniel@springfieldmo.gov
Telephone Number: 417-864-1621
Fax Number: 417-864-1927
PRE-BID: JULY 2, 2014 1:30 PM
DUE DATE: JULY 15, 2014

SEALED BIDS MUST BE PHYSICALLY RECEIVED IN THE DIVISION OF PURCHASES PRIOR TO 3:00 P.M. ON TUESDAY, JULY 15, 2014. 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

STREETSCAPE PROJECT

BOONVILLE AVE. PHASE IV (LANDSCAPE)

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 #197-2014
GENERAL TERMS AND CONDITIONS**

1. **PROJECT/LOCATION:** The work consists of installation of a complete working irrigation system, first year irrigation service, installation of topsoil, fine grading, and installation of plant materials within the streetscape R.O.W. The Contractor shall be responsible for providing a complete, operable system covering the area identified on the sheets incorporated herein. This bid contains three separate projects:
 1. Boonville Ave. Phase II North
 2. Commercial St. Phase IV
 3. National Ave. & Trafficway Streetscape
2. **PREBID MEETING/SITE INVESTIGATION:** A pre-bid conference and site investigation will be held at **1:30 pm, on Wednesday, July 2, 2014** at the **City of Springfield, Division of Purchases Conference Room, 218 E. Central St., Springfield, MO 65802**. All Bidders are strongly encouraged to review the work sites. The City in its discretion and time permitting may allow site visits at a time other than scheduled.
3. **PERFORMANCE BOND AND A LABOR AND MATERIALS PAYMENT BOND:** If the value of the contract awarded is \$25,000.00 or more, a Performance Bond and a Labor & Materials Payment Bond on the City's standard forms for the full amount of the contract will be required of the successful Bidder.
4. **PREVAILING WAGES:** All labor utilized in the construction of the aforementioned improvements shall be paid a wage of no less than the "prevailing hourly rate of wages" for work of a similar character in this locality, as established and amended at any time by the Department of Labor and Industrial Relations of the State of Missouri. At any time the contractor is found to not have paid prevailing wages, the contractor shall forfeit as a penalty to the city one hundred dollars for each underpaid worker employed, for each calendar day, or portion thereof such worker is paid less than the said stipulated rates for any work done under this contract.
5. **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.
6. **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.
7. **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, Kara Daniel. 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.

8. **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.
9. **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 Sixty (60) calendar days after the Notice to Proceed. It is further determined that Landscape Maintenance, as described herein, shall commence upon acceptance by the City and be executed for twelve months, beginning on the completion date specified herein. Bidder shall provide their guaranteed completion date on the Bid Form-Proposal.
10. **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, 2013. 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, 2013. 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, 2013. 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, 2014. 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.
11. **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.
12. **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.

13. **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.
14. **AWARD:** The City's intention is to award this bid on a "Project by Project" basis. However, the City can award all or none, or however is its best interest. Therefore, the contractors are encouraged to bid on one, some or all of the projects contained herein. The site also reserves the right to split each by trade if 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. The
15. **QUESTIONS:** All questions regarding the scope of work, procurement process, etc., must be directed to Kara Daniel, Buyer at (417) 864-1621. Bidders shall not contact other employees of the City concerning this procurement. No addendum will be issued with three working days or less until the bid opening.

**CITY OF SPRINGFIELD
INVITATION FOR BID #197-2014
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 (1) year beginning on the effective date of the contract. The City may, at its sole option, extend the contract for up to two (2) additional one year terms upon written notice to the Contractor for the for landscape maintenance.

The following verbiage shall be incorporated in the IFB for the landscape maintenance only:

ESCALATION/DE-ESCALATION: Bid prices shall remain firm for a period of one year from the date of award. The contract prices may be changed after the first year for the following reasons:

An increase or decrease in the supplier's cost of materials may be justification for price change; however, this shall not be construed in any way to increase vendor's margin of profit.

All written request for price increase must include backup documentation as to the nature of the increase and shall be submitted to the City Purchasing Agent at least 60 days prior to the scheduled price increase/decrease or renewal of contract. Approval of each request shall be by written confirmation from the City Purchasing Agent. If the City should consider said increase unwarranted or unreasonable, the City reserves the right to terminate the contract with the vendor. Any price decline at the manufacturer's level shall be reflected in an immediate reduction of the contract prices and the vendor shall notify the buyer of said decline.

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:** Statutory coverage per R.S.Mo. 287.010 et seq
Employer's Liability: \$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 Six Hundred Eighty-Seven Thousand Five Hundred Ninety-Four Dollars (\$2,687,594.00)** for all claims arising out of a single accident or occurrence and **Four Hundred Three Thousand One Hundred Thirty-Nine Dollars (\$403,139.00)** 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 Six Hundred Eighty-seven Thousand Five Hundred Ninety-four Dollars (\$2,687,594.00)** for all claims arising out of a single accident or occurrence and **Four Hundred Three Thousand One Hundred Thirty-Nine Dollars (\$403,139.00)** 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. **DISCRIMINATION.** The Contractor agrees in the performance of this contract not to discriminate on the ground or because of race, creed, color, national origin or ancestry, sex, religion, handicap, age, status as a protected veteran or status as a qualified individual with a disability, or political opinion or affiliation, against any employee of Contractor or applicant for employment and shall include a similar provision in all subcontracts let or awarded hereunder. The parties hereby incorporate the requirements of 41 C.F.R. §§ 60-1.4(a) (7), 29 C.F.R. Part 471, Appendix A to Subpart A, 41 C.F.R. § 60-300.5(a) and 41 C.F.R. § 60-741.5(a), if applicable.

a. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-300.5(a). This regulation prohibits discriminations against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans.

b. This contractor and subcontractor shall abide by the requirements of 41 C.F.R. § 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

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 #197-2014
SPECIFICATIONS: IRRIGATION**

PART 1 – GENERAL

- 1.01 **WORK INCLUDED:** Furnish and install a complete and properly functioning automatic irrigation system, and related topsoil replacement and fine grading within the project limits as designated by the plan set drawings.
- 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 working water pressure is 30 psi and tests showing less available pressure should be reported to the Owners Representative prior to beginning work. A maximum working pressure of 60 GPM per zone is to be maintained.
 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, turf heads shall be as per plans and groundcover (drip) emitters shall be as specified on plans. All such components shall be installed per plans/details and specifications.
 5. All watering components 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 ESP-LXD controller. Relocation of controller to be coordinated with Owner's Representative. Power source and mount to be provided by others.
 7. Quick Coupler valves shall be connected to continuous pressure lines, and shall be installed in valve boxes per plans/details and specifications.
 8. The complete irrigation system shall be isolated from water service using an existing backflow prevention device (see plans/details).
 9. The irrigation controller must be a Rain Bird ESP-LXD control system and must be compatible with the City's existing irrigation systems.

10. The irrigation contractor shall coordinate work with the owner and all other related project contractors for locating pipe sleeves through walls, under paving, etc.
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 80 psi pressure rated for pipe one (1) inch or under.
13. Irrigation Contractor shall warranty installation and materials for a period of no less than one year from date of acceptance by the owner.
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. Sleeved bores may be necessary in places. All sleeves to extend beyond edge of pavement and curbs and building edges and walls. All sleeves shall be schedule 40 PVC. Make all needed related repairs and replacements to existing pavements, landscape, etc.
20. All irrigation lines must be installed no closer than eighteen (18) inches from the edge of areas paralleling pavement wherever possible.

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 two (2) 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:

Boonville Streetscape Phase 2 North
Zone Name (per plans)
Decoder Address (as installed)
Valve Manufacturer (per plans)
Valve Model (per plans)
Valve Size (per plans)
Budgeted Flow (actual initial flow)

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 Diagram(s):

1. Provide one as-built drawing set for each automatic controller installed.
2. 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.

3. Drawing shall be print of actual as-built drawings, showing area covered by that controller.
4. Identify area of coverage of each remote control valve, using a distinctly different color for each zone. Highlight heads, lateral piping, and control valve.
5. Following review of controller diagram(s) by Owners Representative, water-tight clear plastic binder for each separate sheet.
6. Controller drawings shall be completed and approved by Owners Representative prior to final completion walk through of irrigation system.
7. Attach approved controller diagrams to inside of each controller door.

C. **Operation Manual:** Submit one (1) operation manual for each controller installed to Owners Representative for approval prior to scheduling final completion walk through. Manual to include the following in a one (1) to three (3) inch ring binder:

1. Index sheet stating project name, and listing contractor name, address, phone number and contact person including primary subcontractors.
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.

D. **Associated Items:** Furnish the following items to owner prior to final acceptance:

1. Two (2) controller cabinet keys
2. One (1) quick coupler key and matching hose swivel

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.

D. Contractor shall be responsible to repair any damage resulting from leaks or other defects in materials, workmanship, or equipment.

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 80 psi pressure rated for pipe one (1) inch or under.
3. Sleeving – Schedule 40 PVC.
4. Saddle tees and ends to be from 'Blazing' Products, Inc.

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**: Ball Valves for one (1) inch through two and one half (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 key. Equip quick coupler with locking rubber cover.

E. **Valve Boxes**: (Applies to any shown on plans and additional valve boxes if required – Boxes in pavements to be installed by others.)

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 Splices - Ten (10) inch Round with Black Lid #181108 by Armor
 - Electric Turf Valves - Twelve (12) inch Round with Green Lid #195102 by Armor Back (for single valve only)
 - Flow Preventer - Seventeen (17) inch Rectangle 17"x24"x 15" #195102 by Armor

- F. **Electrical Control Wiring:** Refer to Rain Bird ESP-LXD 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.
- I. **Drip Tubing:** As manufactured by Rain Bird as noted on drawing.
- J. **Pipe bedding material:** one-eighth (1/8) inch minus sand approved by Owners Representative
- K. **Backflow Prevention Device:** (existing device)
- L. **Rain Bird ESP-LXD Controller System Specifications:** (existing system - for reference purposes)
 1. The ESP-LXD Controller shall be of a hybrid type that combines electro-mechanical and micro-electronic circuitry capable of fully automatic or manual operation. The controller shall be housed in a wall-mountable, weather-resistant plastic cabinet with a key-locking cabinet door suitable for either indoor or outdoor installation. The controller shall have the ability to be programmed and operated in any one of six languages: English, Spanish, French, German, Italian, & Portuguese. The display shall show programming options and operating instructions in the chosen language without altering the programming or operation information.
 2. The controller shall have a base station capacity of 50 stations with two additional expansion slots capable of receiving ESPLXD-SM75 station modules to create a controller capacity of up to 200 stations. All stations shall have the capability of independently obeying or ignoring any weather sensor as well as using or not using the master valves. Station timing shall be from 0 minutes to 12 hours. The controller shall have a Seasonal Adjustment by program which adjusts the station run time from 0 to 300% in 1% increments. The controller shall also have a Monthly Seasonal Adjustment of 0 to 300% by month. Station timing with Seasonal Adjustment shall be from 1 second to 16 hours.
 3. The controller shall have 4 separate and independent programs which can have different start times, start day cycles, and station run times. Each program shall have up to 8 start times per day for a total of 32 possible start times per day. The 4 programs shall be allowed to overlap operation based on user-defined settings which control the number of simultaneous stations per program and total for the controller. The controller shall allow up to 8 valves to operate simultaneously per program and total for the controller including the master valves.
 4. The controller shall have a 365-day calendar with Permanent Day Off feature that allows a day(s) of the week to be turned off on any user selected program day cycle. (Custom, Even, Odd, Odd31, & Cyclical). Days set to Permanent Day Off shall override the normal repeating schedule and not water on the specified day(s) of the week. The controller shall also have a Calendar Day Off feature allowing the user to select up to 5 dates up to 365-days in the future when the controller shall not start programs. The controller shall incorporate a Rain Delay feature allowing the user to set the number of days the controller should remain off before automatically returning to the auto mode.
 5. The controller shall have Cycle+Soak water management software which is capable of operating each station for a maximum cycle time and a minimum soak time to reduce water run-off. The maximum cycle time shall not extended by Seasonal Adjustment.

6. The controller shall incorporate a FloManager feature providing real-time flow, power, and station management. FloManager shall manage the number of stations operating at any point in time based on water source capacity, station flow rate, number of valves per station; user-defined simultaneous stations per program and for the controller. The controller shall provide station priorities to determine the order in which stations shall operate. The controller shall ignore the station number and instead operate the highest priority stations first and the lower priority stations last.
7. The controller shall offer Water Windows for each program. This function sets the allowed start and stop time where watering is allowed. If the watering cannot be completed by the time the Water Window closes, the stations with remaining run time are paused and watering automatically resumes when the Water Window opens the next time.
8. The controller shall include an integrated Flow Smart Module with flow sensing functionality. The Flow Smart Module shall accept sensor decoder input from 1 - 5 flow sensors with no flow scaling device required.
9. A FloWatch Learn Flow Utility which learns the normal flow rate of each station shall be included. Each time a station runs FloWatch compares the current real-time flow rate to the learned rate and takes user-defined actions if high flow, low flow, or no flow is detected. FloWatch shall automatically determine the location of the flow problem and isolate the problem by turning off the affected station(s) or master valve(s). FloWatch shall be compatible with both normally closed and open master valves. A Manual Master Valve Water Window shall be provided to coordinate daytime manual watering with the flow sensing. This Water Window shall offer programmable days of the week and manual watering additional flow rate.
10. Controller Cabinet: Controller shall be mounted in the manner and in the approximate location shown on the drawings and as approved by City's Representative.
11. The controller shall be as manufactured by Rain Bird Corporation.
12. ESP-LXD Decoders: Furnish and install, where shown on the drawings. Mounting: In valve box (recommended) or direct burial. Characteristics shall be as follows:
 - 12.1 Power Draw:
 - FD-101TURF: 0.5 mA (idle) 18 mA (per active solenoid)
 - FD-102TURF: 0.5 mA (idle) 18 mA (per active solenoid)
 - FD-202TURF: 1 mA (idle) 18 mA (per active solenoid)
 - FD-401TURF: 1 mA (idle) 18 mA (per active solenoid)
 - FD-601TURF: 1 mA (idle) 18 mA (per active solenoid)
 - 12.2 Dimensions:
 - FD-101TURF: Length: 2.77 in. (70 mm), Diameter: 1.5 in. (40 mm)
 - FD-102TURF: Length: 3.35 in. (85 mm), Diameter: 1.77 in. (45 mm)
 - FD-202TURF: Length: 3.35 in. (85 mm), Diameter: 1.97 in. (50 mm)
 - FD-401TURF: Length: 3.94 in. (100 mm), Diameter: 2.56 in. (65 mm)
 - FD-601TURF: Length: 3.94 in. (100 mm), diameter: 2.56 in. (65 mm)
 - 12.3 Solenoids:
 - FD-101TURF: 1 with individual control
 - FD-102TURF: 1 or 2 simultaneously
 - FD-202TURF: 1 to 4 simultaneously
 - FD-401TURF: 1 to 4 with individual control

FD-601TURF: 1 to 6 with individual control

12.4 Wires:

FD-101TURF: Blue to cable, white to solenoid

FD-102TURF: Blue to cable, white to solenoid

FD-202TURF: Blue to cable, white and brown to solenoids

FD-401TURF: Blue to cable, color-coded to solenoids

FD-601TURF: Blue to cable, color-coded to solenoids

12.5 Surge Protection: Surge protection required every 500' along two-wire path, using the LSP-1 Line Surge Protector, FD401T with built in surge protection, and/or FD601T with built in surge protection.

12.6 Output Power: Adjustable from controller – Inrush and holding current values adjustable at controller.

12.7 Encapsulation: Fully waterproof

12.8 Address: Pre-coded from factory (i.e., no switches)

12.9 Electrical Input: Nominal voltage: 34Vpp (24V AC) from two-wire line. Minimum voltage: 21 Vpp (15V AC)

12.10 Standby Current: FD-101TURF, FD-102TURF: 0.5 mA; FD-202TURF, FD-401TURF & FD-601TURF: 1 mA

12.11 Input Fuse (FD-401TURF & FD-601TURF only): 300-500 mA, thermal

12.12 Electrical Output: Max. voltage 36 Vpp

12.13 Max. load:

FD-101TURF: 1 Rain Bird solenoid (one per address)

FD-102TURF: 2 Rain Bird solenoids (two per address)

FD-202TURF: 4 Rain Bird Solenoids (two per address)

FD-401TURF: 4 Rain Bird Solenoids (one per address)

FD-601TURF: 6 Rain Bird solenoids (one per address)

12.14 Decoder/Solenoid Wires:

Electrical Resistance: Max. 3 ohms

Max. Distance: 14 gauge - 456 feet

12.15 Environment: Working range: 32° to 122° F (0° to 50° C); storage range: -4° to 158° F (-20 to 70° C); Humidity: 100%

12.16 Surge Protection: 40 V, 1.5 kW transil

12.17 The FD Series Decoders shall be as manufactured by Rain Bird Corporation.

13. Wiring: Communication wire between the ESP-LXD and the Decoder must utilize MAXI wire communication. Specifications shall be as follows:

13.1 Maximum Cable Runs: MAXI-Cable 14-2UF Double Jacketed – Star Pattern: 1.6 miles.

13.2 MAXI Wire, Hardwire Communications: The MAXI Type Communication wire for the Two-Wire paths shall be double jacketed, two-conductor cable intended for control of the Communications Signal and Feed-back Signal for the Rain Bird Central Computerized Control Systems. The cable shall be suitable for direct burial in the earth and also may be installed in ducts or conduits.

13.3 Conductors: The Conductors shall be tin coated (for good mechanical bonding), soft drawn, annealed solid copper conforming to the requirements of ASTM-33. Each conductor shall be insulated with 4/64" (minimum) thick PVC conforming to the requirements of U.L. Standard #493 for thermoplastic insulated underground feeder cables (TYPE UF).

The two (2) conductors shall be color coded with one conductor black and the other red. Both conductors shall be of the same size and shall be of sizes as specified and/or shown on the drawings and a required for the proper operation of the Satellite and Decoder units connected to it.

The wire manufacturer (not the wire broker) shall certify in writing, for each shipment, that the insulated conductors have been tested for and meet the requirements of U.L. Standard #493 for thermoplastic-insulated, underground feeder cables (TYPE UF). He shall also certify in writing that the individual conductors have a minimum insulation thickness of 4/64" throughout the entire length of the cable and that the finished cable meets the following requirements of the same standard:

13.3.1 Dielectric Voltage Withstand Test: 5000V for 60 Seconds

13.3.2 Tension and Elongation Test: 300 lbf, no separation

13.3.3 Impact Test: 6000V after the impact

13.3.4 Crushing Resistance Test: an average of no less than 4500 lbf flat, an average of no less than 1200 lbf edge

13.3.5 Cold Bend Test: No Cracks

13.4 Water Absorption: In addition, each shipment of cable shall include a current dated listing card from the Underwriters showing the MANUFACTURER'S U.L. IDENTIFICATION NUMBER - as evidence that the MANUFACTURER is approved to manufacture thermoplastic insulated underground feeder cable in accordance with the U.L. Standard #493.

13.5 Outer Jacket: the two (2) conductors shall be laid parallel and covered with a Solid Color, HIGH DENSITY, sunlight resistant polyethylene outer jacket, of the color coding specified and conforming to the requirements of ICEA S-61-402 and NEMA WC 5. The MINIMUM jacket thickness, when measured at any point in contact with the PVC insulation of the copper conductor and to the outer surface of the outer jacket, shall be 3/64" thick. The outer jacket shall be PRESSURE EXTRUDED so as to COMPLETELY FILL the interstices between the two insulated wires. The polyethylene outer jacket shall conform to the following:

The entire outer polyethylene jacket shall be of the color specified for easy identification of the Two-Wire path. Each Two-Wire Path on the system shall have a different color outer jacket for easy identification after installation and for easily distinguishing between the various Two-Wire paths on the system. Standard colors for the outer jacket color-coding shall be White, Red, Green, Blue, Yellow, Orange and Black.

The MAXI® Type Cable SHALL be marked on the jacket as follows - MAXI TYPE COMMUNICATION CABLE - 2/C ## AWG, along with the manufacturer's name and identification number (which is mandatory) and other designations, such as, voltage rating, etc., as may be appropriate. The wire shall not be marked with any other designation, except as noted above. The manufacturer shall also certify in writing that the POLYETHELENE outer jacket is of minimum thickness (3/64")

throughout the entire length of the cable and that it does meet and conform to the requirements of ICEA S – 61 – 402 and NEMA WC 5 as outlined above for both Electrical Properties and Physical Properties.

The cable shall be shipped on non-returnable wood reels, in the lengths and color-coding outer jacket color as specified.

The MAXI Type Communication Cable, for the Two-Wire Paths of the various Rain Bird control systems shall meet or exceed the above specifications in all respects and all written certifications from the manufacturer shall be supplied with the wire as outlined and called for in these specifications.

14. Surge Protection for the Two-Wire Path: An MSP-1 Surge Arrestor shall be installed on the 2-wire communication path at each ESP-LXD controller location. The MSP-1 shall detect and transfer voltage surges of 60 volts or higher traveling along the 2-wire path to a local grounding system via the dedicated grounding wires provided at each end of the device. The MSP-1 Surge Arrestor shall be mounted in the stainless steel mounting bracket in the pedestal of the satellite unit or other suitable location. An optional MGP-1 mounting plate is available for mounting MSP-1 to a local ground rod. A local grounding system (ground rods, plates, cables, or combination) with a ground resistance of ten (10) ohms or less shall be provided at each MSP-1 location. The surge arrestor shall be as manufactured and furnished by Rain Bird Corporation.
15. Grounding: Rain Bird warranties ESP-LXD controllers, decoders and ancillary products used on a two-wire path only when connected to a grounding system with a ground resistance of ten (10) ohms or less.
16. Flow Meter: The flow sensor shall be an in line type with a nonmagnetic, spinning impeller (paddle wheel) as the only moving part. The electronics housing shall be glass-filled PPS. The impeller shall be glass-filled nylon or Tefzel with a UHMWPE or Tefzel sleeve bearing. The shaft material shall be tungsten carbide. The electronics housing shall have two, ethylenepropylene O-Rings and shall be easily removed from the meter body. The sensor electronics will be potted in an epoxy compound designed for prolonged immersion. Electrical connections shall be 2 single conductor 18 AWG leads 48 inches (1.2 meters) long. Duration shall be direct burial "UF" type colored red for the positive lead and black for the negative lead. The sensor shall operate in line pressures up to 400 psi (27.5 bars) and liquid temperatures up to 220° F (105°C), and operate in flows of 1/2 foot (0.15 meters) per second to 15 feet (4.5 meters) per second with linearity of ±1% and repeatability of ±1%. The meter body shall be cast 85-5-5-5 bronze, in 1" (25 mm), female iron pipe thread sizes. This flow sensor shall be Rain Bird Model FS100B.

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 Owners Representative for clarification. Final location of controller(s) and backflow device(s) to be approved by Owners Representative prior to installation. Connection to existing controller and installation of new backflow device to be approved by Owners Representative 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 three (3) inches – Trenches shall have a minimum width of seven (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 – Fourteen (14) inch deep to top of the pipe.
 - 2.2 Non-pressure piping (rotor) – Ten (10) inch deep to top of the pipe
 - 2.3 Non-pressure piping (pop-up) – Eight (8) inch deep to top of the pipe.
 - 2.4 Control Wiring – Fourteen (14) inch 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 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 laying 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 - use 45 degree ells when making perpendicular crossings of above grade PVC piping, to depress bottom pipe.

5. 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 ESP-LXD Controller System Specifications section above.

2. Unless otherwise designated, 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. Automatic & Manual 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 four (4) inches from curbs, sidewalks or walls on large open fields.

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

F. Control/Communication Wiring:

1. Refer to Rain Bird ESP-LXD Controller System Specifications section above.

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 four (4) inches below invert of pipe, to six (6) inches 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 two (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 forty-eight (48) hours. Open excavations shall be protected in accordance with OSHA regulations.
4. **Backfill:** Compact backfill to 90% maximum density of six (6) inch lifts, determined in accordance with ASTM D1557 utilizing mechanical tamping
5. **Tolerances:**
 - 5.1 Puddles, pooling, and/or jetting is prohibited within ten (10) feet 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 twenty-four (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 four (4) inches below pipe to six (6) inches above pipe and width of excavation.
3. Compact backfill material in six (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 forty-eight (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 for a period of two (2) hours with no pressure. 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 forty-eight (48) hours.

C. On-site Punch List Inspection:

1. Arrange for Owners Representative presence a minimum of forty-eight (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. On-site Warranty Period Begin Inspection (Substantial Completion):

1. Arrange for Owners Representative presence a minimum of forty-eight (48) hours in advance of on-site inspection. Entire system shall be completely installed including all final grading, head and valve box height adjustments, etc., as per plans, and fully operational, prior to scheduling on-site inspection. All required accessories, charts, record/as-built/controller drawings, manuals shall have also been submitted by the Contractor to the Owner before final completion walk through is scheduled.
2. Open valve boxes and operate each zone in its entirety for Owners Representative at time of inspection.
3. Owners Representative shall generate punch list of deficient items to be corrected.
4. Operate each zone identified as having deficiencies for Owners Representative at time of reinspection to ensure correction of all incomplete items. Items deemed not acceptable by Owners Representative shall be reworked to complete satisfaction of Owners Representative.

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 plus or minus seven (7) percent.

- 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 **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.

3.07 **FINAL ACCEPTANCE 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. The following previous inspections may be revisited at the Owners discretion:
 1. All submittals received
 2. Inspection of irrigation component placement and installation
 3. Required testing (including backflow device test)
 4. On-site punch list inspection
 5. On-site warranty period begin inspection
 6. Final Acceptance inspection

3.08 WARRANTY PERIOD CLOSE INSPECTION

- 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 #197-2014
SPECIFICATIONS: IRRIGATION SYSTEM MAINTENANCE

PART 1 - GENERAL

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

PART 2 - EXECUTION

2.01 **IRRIGATION SYSTEM MAINTENANCE**

A. **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.

1. 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.
2. Initial Spring Startup shall be completed no later than April 1 following City's acceptance of installation. The Initial Spring Startup shall include:
 - a. Verification of the time clocks and their proper operation;
 - b. Programming of controller;
 - c. Activation of system;
 - d. Visual inspection of all control valves and heads for leaks, proper coverage and operation;
 - e. Check rain sensor for proper performance;
 - f. Submittal of written report along with notation of any adjustments or repairs made.
3. Mid-season check shall be performed in the month of July or August following City's acceptance of installation. 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.
4. Fall Winterization and shutdown shall be performed in October or November following City's acceptance of installation. Contractor shall drain and use compressed air to be blown throughout the entire system until reasonably free of water, to prevent freezing. If using compressed air, do not exceed pressure stipulated by system component manufacturer.
5. Follow-up Spring Startup shall be performed in April or May following City's acceptance of installation. The Follow-up Spring Startup shall include:
 - a. Verification of the time clocks and their proper operation;
 - b. Re-programming of controller;
 - c. Activation of system;
 - d. Visual inspection of all control valves and heads for leaks, proper coverage and operation;
 - e. Check rain sensor for proper performance;
 - f. Submittal of written report along with notation of any recommended adjustments or repairs.

2.02 **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 (see attached sample).
- C. The Contractor may submit a pay request for work completed at the beginning of each month, in accordance with the Special Provisions.

**CITY OF SPRINGFIELD
INVITATION FOR BID #197-2014
SPECIFICATIONS: TOPSOIL**

PART 1 – GENERAL

1.01 **DESCRIPTION:** The WORK under this Section includes providing all labor, materials, tools and equipment necessary for furnishing and placing topsoil at the locations shown on the Drawings and Island Details.

PART 2 - PRODUCTS

2.01 **MATERIALS**

A. Topsoil furnished by the CONTRACTOR shall consist of a natural friable surface soil without admixtures of undesirable subsoil, refuse, or foreign materials. It shall be reasonably free from roots, hard clay, coarse gravel, stones larger than one inch in any dimension, noxious weeds, tall grass, brush, sticks, stubble or other material which would be detrimental to the proper development of vegetative growth. Topsoil shall be obtained from naturally well drained sites where topsoil occurs at least 4- inches deep. Topsoil shall not be obtained from bogs or marshes.

B. Topsoil shall conform to the following grading:

Sieve Sizes Percentage Passing:

2 inch	100%
1 inch	80% - 100%
No.4	60% - 100%
No.10	40% - 100%
No.200	10% - 60%

C. Topsoil shall contain not less than 3%, or more that 20% organic matter, by weight as determined by loss-on-ignition of oven-dried samples in accordance with ATM T-6. Organic material shall be decomposed and free of wood.

D. The Owner's Representative shall be notified on the location from which the CONTRACTOR proposes to furnish topsoil at least 30 calendar days prior to delivery of topsoil to the Project from that location. The topsoil and its source will be inspected and tested by the Owner's Representative before approval will be granted for its use.

E. Topsoil sources lacking organic matter may be used if, prior to delivery to the Project, sufficient organic matter in the form of pulverized peat moss or rich organic soil from 31other sources is thoroughly mixed with the topsoil to provide a product meeting the above requirements.

F. Organic material for incorporation into topsoil, if required, shall be partially decomposed fibrous or cellular stems and leaves of any of several species of Sphagnum mosses, or rotted manure. Organic material may require chopping to shredding to insure thorough mixing with the topsoil.

G. All topsoil shall be fertilized as follows: the application rates of the fertilizer and limestone per 1,000 square feet of ground area of topsoil furnished by the CONTRACTOR shall be approved by the Owner's Representative, based on soil analysis tests so that the total natural and applied chemical constituents are as follows:

Nitrogen	1.0 lb. minimum - 1.5 lb. maximum per 1,000 square feet
Phosphoric Acid	1.0 lb. minimum - 2.0 lb. maximum per 1,000 square feet

Potassium 1.0 lb. minimum - 2.0 lb. maximum per 1,000 square feet
Limestone Limestone requirements shall conform to the following table:

LIMESTONE REQUIREMENTS

Soil pH	Tons per Acre
Above 6.0	0
5.0 - 6.0	1.5
Below 5.0	3.0

PART 3 - EXECUTION

3.01 CONSTRUCTION

- A. All areas beyond the sidewalk or roadway shoulder that are disturbed during construction which are not covered with pavement, concrete, or base course, shall be graded to a neat, uniform grade-line and appearance, as determined by the Owner's Rep., and covered with a neat uniform, three inch minimum thickness of topsoil, unless otherwise shown on the Drawings, or directed by the Owner's Rep.
- B. The topsoil shall be evenly spread on the designated areas to a depth, which, after settlement and compaction, shall be three inches, unless otherwise directed by the Owner's Rep. Spreading shall not be done when the ground or topsoil is frozen, excessively wet, or otherwise in a condition detrimental to the WORK, as determined by the Owner's Rep. Roadway surfaces shall be kept clean during hauling and spreading operations.
- C. After spreading has been completed, large clods, stones larger than one-inch in any dimension, roots stumps, and other litter shall be raked up and removed.
- D. The final grading of the topsoil prior to seeding shall be to a tolerance that will not permit ponding of water in excess of one inch in depth.
- E. Topsoil Finish grading, if a pay item will not be approved for start-up until the topsoil has been graded to within the tolerances given above.
 - 1. The CONTRACTOR shall provide labor personnel experienced with landscaping work that involves fine grading of topsoil for residential or commercial lawns.
 - 2. The Owner's Rep. will determine the location of those areas requiring finish grading and the time required to bring the graded topsoil to the desirable finish appearance.
 - 3. The CONTRACTOR shall remove and dispose of all excess materials resulting from the finish grading of the topsoil. The WORK required to remove and dispose of this excess material from piles placed along the roadway will be considered incidental to other WORK under the contract.

**CITY OF SPRINGFIELD
INVITATION FOR BID #197-2014
SPECIFICATIONS: PLANTING**

PART 1 – GENERAL – COMPLETION DATE OF SEPTEMBER 30TH IS REQUESTED TO AVOID PLANTING IN THE SUMMER MONTHS.

1.01 DESCRIPTION

- A. Provide as shown and specified.
 - 1. Herbicides.
 - 2. Soil preparation.
 - 3. Shrubs, Groundcovers, and Perennials.
 - 4. Mulch.
 - 5. Edging.
 - 6. Maintenance.
 - 7. Trees

1.02 QUALITY ASSURANCE

- A. Plant names indicated comply with "Manual of Woody Landscape Plants: Their Identification, Ornamental Characteristics, Culture, Propagation and Uses", Sixth Edition, Dirr, 2009 (ISBN 1588748707). 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 National Standards Institute (ANSI) Z60.1, "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 United States Department of Agriculture Hardiness Zone 6a or 6b 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.
- E. All Plants are subject to an acceptance inspection by the City prior to installation.

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, mulch, 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 appropriate to the season 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 "Missouri One Call" (1-800-344-7483) to have underground utilities marked prior to performing all excavation work, including 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 ANSI Z60.1, "American Standard for Nursery Stock." Broken, cracked, or crushed balls 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. Caliper measurements will be taken from the root flare and based upon the type of plant.

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.
 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.

Mulch: Free from deleterious materials and suitable as a top dressing of trees and shrubs, consisting of one of the following:

- A. Type: Shredded hardwood shall be oak, cypress or cedar. The City's bulk wood mulch or MoMulch are acceptable and both are available at the City's Yardwaste Recycling Center at the contractor's expense.
- B. Size Range: Length - 2 inches min., 4 inches max.; Width – ½ inch min., 1 inch max.
- C. Color: Natural

2.02 ACCESSORIES

- A. Water: Hoses or other methods of transportation furnished by Contractor.
- B. Herbicide: Snapshot or Treflan pre-emergent and Roundup post-emergent as per label after mulch installation as directed by the City.

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 the latest edition of Missouri Department of Conservation "How to Plant a Tree" publication.
- B. Time of planting: Do not plant trees, shrubs, and ground cover when ground is frozen. Spring tree plantings should be concluded by April 30th and fall tree plantings should start no sooner than November 1st.
- 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 the latest edition of Missouri Department of Conservation "How to Plant a Tree" publication.
- B. Identify the root flare and expose it. 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 containers, burlap, ropes, wires and other transport materials from around plant.
- E. Apply pre-emergent herbicide as per label after installation of mulch as directed by the City.
- F. Guying and staking: Stake and guy all trees as per plan details immediately after planting as directed by the City.
- G. Pruning: Prune plants only to remove dead or damaged branches in accordance with the latest edition of Missouri Department of Conservation "Basic Pruning Guidelines" publication.
- H. Care of plantings: Check soil moisture not less than once per week until accepted. Water trees ten (10) gallons per trunk caliper inch per week unless rainfall or irrigation has been sufficient. If irrigation system is present, notify City to request verification of possible needed adjustments. City is to make all such adjustments. Guard against soil saturation.

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).
- 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. Check soil moisture not less than once per week until accepted. Water trees ten (10) gallons per trunk caliper inch per week unless rainfall or irrigation has been sufficient. If irrigation system is present, notify City to request verification of possible needed adjustments. City is to make all such adjustments. 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 contractor 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 the installation phase of the 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 #197-2014
SPECIFICATIONS: LANDSCAPE MAINTENANCE

PART 1 - GENERAL

- 1.01 **SCOPE OF WORK:** Provide all labor, equipment, fuel, insurance, taxes and other items necessary to provide landscape maintenance services for landscape beds as specified herein.

PART 2 - EXECUTION

2.01 **ANNUAL LANDSCAPE PLANT MAINTENANCE SCHEDULE**

- A. All work shall be accomplished in accordance with the following minimum specifications. The "Plant Groups" referred to below are as follows:

Herbaceous

Group I (1) – Groundcovers & Vines

Group II (2) – Perennials

Shrubs

Group I (1) – Deciduous Non/Inconspicuous Flowering Shrubs

Group II (2) – Deciduous Early-Flowering (before June 1) Shrubs

Group III (3) – Deciduous Late-Flowering (after June 1) Shrubs

Group IV (4) – Evergreens, Broadleaf

Group V (5) – Evergreens, Narrowleaf

Trees

Group I (1) – Deciduous Shade Trees

Group II (2) – Deciduous Small Early-Flowering (before June 1) Trees

Group III (3) – Deciduous Small Late-Flowering (after June 1) Trees

Group IV (4) – Conifers

- B. **January and February** – Weeks 1 through 4; Prune Group 1 and 3 trees, as per the latest edition of Missouri Department of Conservation (MDC) "Basic Pruning Guidelines" publication, as needed when temperatures are above forty degrees Fahrenheit. Prune Group 1, 3, 4 and 5 shrubs when temperatures are above 40 degrees Fahrenheit. Also follow the latest edition of University of Missouri Extension Guide Sheet G6870 Section: "Tools and Techniques When Pruning Shrubs" publication. Remove debris and weeds from ground cover and perennial planting areas. Prune or cut back ground covers and/or vines unless otherwise directed by the City. Reapply mulch around planting beds and trees as needed to replace or replenish to minimum of three (3) inch and maximum of four (4) inch depth of cover. For small tree pruning designated as part of this contract, pruning of oaks and elms is to occur only during these months unless otherwise directed by the City. Remove debris (e.g. trash or litter) from within limits of the site.
- C. **March** – Weeks 1 through 4: Complete pruning of trees in Group 3 and 4 (excluding pines), as per the latest edition of Missouri Department of Conservation (MDC) "Basic Pruning Guidelines" publication. Remove and/or repair damage from winter storms for all tree and shrub Groups. Prune Group 1, 3, 4 and 5 shrubs (excluding pines), when temperatures are above 40 degrees Fahrenheit. Also follow the latest edition of University of Missouri Extension Guide Sheet G6870 Section: "Tools and Techniques When Pruning Shrubs" publication. Remove debris and weeds from ground cover and perennial planting areas. Prune or cut back ground covers and/or vines unless otherwise directed by the City. Examine all plants for signs of overwintering insects, and damage caused by wildlife or winter conditions, make note of any presence to

the City in the Landscape Maintenance Weekly Progress Report and treat as directed by the City. Remove debris (e.g. trash or litter) from within limits of the site.

- D. **April** – Weeks 1 through 4: Prune trees in Group 2 immediately after flowering is completed, per the latest edition of Missouri Department of Conservation (MDC) "Basic Pruning Guidelines" publication. Prune Group 2 shrubs immediately after end of flowering. Also follow the latest edition of University of Missouri Extension Guide Sheet G6870 Section: "Tools and Techniques When Pruning Shrubs" publication. Deadhead perennials and remove any dead/dying leaves unless otherwise directed by the City. Prune or cut back ground covers and/or vines unless otherwise directed by the City. Examine all plants for insect, disease and other pests, make note of any presence to the City in the Landscape Maintenance Weekly Progress Report and treat as directed by the City. Remove debris and weeds from ground cover and perennial planting areas. Report watering issues (e.g. under or over watering) to City representative. Remove debris (e.g. trash or litter) from within limits of the site.
- E. **May** – Weeks 1 and 2: Begin watering as instructed by the City. Prune trees in Group 2 immediately after flowering is completed, per the latest edition of Missouri Department of Conservation (MDC) "Basic Pruning Guidelines" publication. Prune Group 2 shrubs immediately after end of flowering. Also follow the latest edition of University of Missouri Extension Guide Sheet G6870 Section: "Tools and Techniques When Pruning Shrubs" publication. Deadhead perennials and remove any dead/dying leaves unless otherwise directed by the City. Prune or cut back ground covers and/or vines unless otherwise directed by the City. Examine all plants for insect, disease and other pests, make note of any presence to the City in the Landscape Maintenance Weekly Progress Report and treat as directed by the City. Remove by hand or other means approved in advance by City, any weeds from mulched areas. Report watering issues (e.g. under or over watering) to City representative. Remove debris (e.g. trash or litter) from within limits of the site.
- F. **May** – Weeks 3 and 4: Continue to complete work from previous two weeks. Prune remaining Group 4 trees per the latest edition of Missouri Department of Conservation (MDC) "Basic Pruning Guidelines" publication. Begin pruning Group 3 trees per the attached MDC "Basic Pruning Guidelines". Prune remaining Group 5 shrubs. Also follow the latest edition of University of Missouri Extension Guide Sheet G6870 Section: "Tools and Techniques When Pruning Shrubs" publication. Deadhead perennials and remove any dead/dying leaves unless otherwise directed by the City. Prune or cut back ground covers and/or vines unless otherwise directed by the City. Examine all plants for insect, disease and other pests, make note of any presence to the City in the Landscape Maintenance Weekly Progress Report and treat as directed by the City. Remove debris (e.g. trash or litter) from within limits of the site.
- G. **June** – Weeks 1 through 4: Prune trees in Group 3 immediately after flowering is completed, per the latest edition of Missouri Department of Conservation (MDC) "Basic Pruning Guidelines" publication. Prune Group 2 shrubs immediately after end of flowering. Prune other shrubs unless otherwise directed by the City when necessary. Also follow the latest edition of University of Missouri Extension Guide Sheet G6870 Section: "Tools and Techniques When Pruning Shrubs" publication. Monitoring soil moisture conditions make note of any related issues to the City in the Landscape Maintenance Weekly Progress Report and treat as directed by the City. Water plants as directed by City. Deadhead perennials and remove any dead/dying leaves unless otherwise directed by the City. Prune or cut back ground covers and/or vines unless otherwise directed by the City. Examine all plants for insect, disease and other pests, make note of any presence to the City in the Landscape Maintenance Weekly Progress Report and treat as directed by the City. Remove debris and weeds from ground cover and perennial planting areas. Remove debris (e.g. trash or litter) from within limits of the site.
- H. **July through August** – Weeks 1 through 4 and September, weeks 1 and 2: Prune shrubs as directed by the City. Also follow the latest edition of University of Missouri Extension Guide Sheet G6870 Section: "Tools and Techniques When Pruning Shrubs" publication. Prune or cut back ground covers and/or vines unless otherwise directed by the City. Continue watering as directed. Examine all plants for insect, disease and

other pests, make note of any presence to the City in the Landscape Maintenance Weekly Progress Report and treat as directed by the City. Remove debris and weeds from ground cover and perennial planting areas. Remove debris (e.g. trash or litter) from within limits of the site.

- I. **September** – Weeks 3 and 4: Continue watering unless otherwise directed by the City. Deadhead perennials and remove any dead/dying leaves unless otherwise directed by the City. Prune or cut back ground covers and/or vines unless otherwise directed by the City. Examine all plants for insect, disease and other pests, make note of any presence to the City in the Landscape Maintenance Weekly Progress Report and treat as directed by the City. Remove debris and weeds from ground cover and perennial planting areas. Remove debris (e.g. trash or litter) from within limits of the site.
- J. **October** – Weeks 1 through 4: Deadhead perennials and remove any dead/dying leaves unless otherwise directed by the City. Prune or cut back ground covers and/or vines unless otherwise directed by the City. Examine all plants for insect, disease and other pests, make note of any presence to the City in the Landscape Maintenance Weekly Progress Report and treat as directed by the City. Remove debris and weeds from ground cover and perennial planting areas. Remove debris (e.g. trash or litter) from within limits of the site.
- K. **November** – Weeks 1 through 4: Cut back perennials. Prune or cut back ground covers and/or vines unless otherwise directed by the City. Reapply mulch around planting beds and trees as needed to replace or replenish to minimum of three (3) inch and maximum of four (4) inch depth of cover. Complete work from previous month. Remove debris (e.g. trash or litter) from within limits of the site.
- L. **December** – Weeks 1 through 4: Prune Group 1 and 3 trees, as per the latest edition of Missouri Department of Conservation (MDC) "Basic Pruning Guidelines" publication. Prune or cut back ground covers and/or vines unless otherwise directed by the City. Remove debris (e.g. trash or litter) from within limits of the site.

NOTES:

- 1. Mulching - Maximum depth of mulch is to be three (3) inches and spread no closer than three (3) inches to trunk of plant. Reapply mulch a maximum of two (2) times per year as part of contract "Landscape Establishment Maintenance" unit price. Mulching required by the City in excess of two (2) times per year will apply to contract "Re-mulching" unit price (see BID FORM – PROPOSAL).
- 2. Watering – If supplemental watering is required by the City, the contract "Supplemental Watering" unit price (see BID FORM – PROPOSAL). Check soil moisture not less than once per week until accepted. Water trees equivalent to ten (10) gallons per trunk caliper inch per week and water other plants up to five (5) gallons per plant, unless rainfall or irrigation has been sufficient. If irrigation system is present, notify City to request verification of possible needed adjustments. City is to make all such adjustments. Guard against soil saturation.

2.02 MEASUREMENT AND PAYMENT

- A. The City will perform periodic inspections of the site 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 Landscape Maintenance Weekly Progress Report.
- C. The Contractor may submit a pay request for work completed at the beginning of each month, in accordance with the bid.
- D. The contractor is responsible for immediately notifying the City of any unusual conditions such as mechanical or pest damage, vandalism, etc. that may affect plant condition.

CITY OF SPRINGFIELD
INVITATION FOR BID #197-2014
SPECIFICATIONS: LANDSCAPE MAINTENANCE
LANDSCAPE MAINTENANCE WEEKLY PROGRESS REPORT

TO: Bryan Loughrige

Fax: (417) 864-1662

The following items were completed as required per the Contract during the week of _____:

<u>Maintenance Type</u>	<u>Date(s) of Service</u>
Watering	_____ Initial (First Time) _____ Subsequent
Planting Beds	_____ Weeded _____ Reapply mulch to maintain max. three (3) inch depth of cover
Pruning	_____ Plant Group(s) _____
Pest Examination(s)	_____ Plant Group(s) _____
Pest(s) Observed (e.g. scales, mites, etc.)	_____
Plant Treatment(s)	_____ Description (e.g. chemical, mechanical, etc.) _____ _____
Misc Task(s)	_____ Description _____ _____
Comments	_____ _____ _____ _____

I attest that the information included in this document is accurate, and that I am a valid agent of the Contractor:

_____ Signature	_____ Date
_____ Name (Printed)	_____ Title

**CITY OF SPRINGFIELD
 BID FORM – PROPOSAL
 IFB #197-2014**

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.

SCHEDULE A - LANDSCAPING

ITEM NO.	EST QTY	DESCRIPTION	UNIT OF MEASURE	UNIT COST	EXTENDED COST
A 1	1	Mobilization and All Other Required Materials	LS		
A 2	1	2" Caliper B&B Princeton Sentry Ginkgo - Ginkgo biloba 'Princeton Sentry'	EA		
A 3	2	2" Caliper B&B Magyar Ginkgo - Ginkgo biloba 'Magyar'	EA		
A 4	202	1 Gallon Pot Stella d'Oro Daylily - Hemerocallis 'Stella d'Oro'	EA		
A 5	117	1 Gallon Pot Creeping Lily Turf - Liriope spicata	EA		
A 6	32	1 Gallon Pot Prairie Dropseed - Sporobolus heterolepis	EA		
A 7	684	Mulch, 4"-6" Granite Cobbles	SF		
A 8	738	Mulch, Cypress, Fibrous	SF		
SCHEDULE A TOTAL \$					_____

SCHEDULE B – IRRIGATION

ITEM NO.	EST QTY	DESCRIPTION	UNIT OF MEASURE	UNIT COST	EXTENDED COST
B 9	1	Mobilization and All Other Required Materials	LS		
B 10	16	1" Isolation Valve (Gate Valve)	EA		
B 11	1180	2" Irrigation Main	LF		
B 12	4	Rainbird X CZ-PRB-100-COM	EA		
B 13	5	Rainbird FD101 Turf Decoder	EA		
B 14	1	Relocate Existing Controller and Components to New Cabinet Location	EA		
B 15	5	Quick Coupling Valve	EA		
B 16	45	1" Lateral Line	LF		
B 17	5	Rainbird LSP-1 Line Surge Protection	EA		
B 18	1422	Planting Area Receiving Drip Irrigation	SF		
B 19	2360	2-Wire Control Wire	LF		
SCHEDULE B TOTAL \$					_____

SCHEDULE C – OPTIONAL LANDSCAPE MAINTENANCE

ITEM NO.	EST QTY	DESCRIPTION	UNIT OF MEASURE	UNIT COST	EXTENDED COST
C 21	1	Optional - 1 Year Landscape Maintenance	LS		
SCHEDULE C TOTAL \$					<u> </u>

SCHEDULE D - SPRING START UP

ITEM NO.	EST QTY	DESCRIPTION	UNIT COST	UNIT COST	EXTENDED COST
D 22	1	Spring Start-up - Preventative Maintenance, Inspect & Test	LS		
D 23	1	Backflow - Preventative Maintenance, Inspect & Test	LS		
D 24	1	Mid-Season - Preventative Maintenance, Inspect & Test	LS		
D 25	1	Winterization - Preventative Maintenance, Inspect & Test	LS		
SCHEDULE D TOTAL \$					<u> </u>

SCHEDULE E – PERFORMANCE BOND

ITEM NO.	EST QTY	DESCRIPTION	UNIT COST	UNIT COST	EXTENDED COST
E 26	1	Cost of Performance Bond if Contract Awarded is over \$25,000	EA		
SCHEDULE E TOTAL \$					<u> </u>

ADDITIONAL SERVICES:

If necessary, boring, sleeve installation and related repairs/replacement (e.g. pavement, landscape, etc.) charges \$_____If

Landscape Maintenance: Additional Re-Mulching \$_____/ tree
 Additional Watering \$_____/5 gallons

Additional quantities may be ordered for stock at the above prices.

Contractor shall be able to start within _____ calendar days from the issuance of the Notice to Proceed.

All work shall be completed _____ calendar days from issuance of Notice to Proceed.

Additional Warranty on all materials, labor, and workmanship beyond the one-year minimum of _____ additional year(s) after date of acceptance may be requested.

DELIVERY: F.O.B. DESTINATION

ACCEPT VISA P-CARD: YES _____ NO _____

Prompt Payment Discount _____% _____ Days, Net _____ Day

****Sample* to be completed upon award***

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS that _____ as principal and _____, as surety are held and firmly bound to the City of Springfield, Missouri, in the sum of **FULL Contract amount in words and numbers** _____ **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 _____, 2014, enter into a contract with the City of Springfield, Missouri, for:

STREETScape, Boonville Ave. Phase II North and Commercial St. Phase IV IN ACCORDANCE WITH INVITATION FOR BID #197-2014

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

Keep and perform all of the contract on his, its' 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 re-advertisements, 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 _____, 2014, 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: _____

****Sample* to be completed upon award***
PAYMENT BOND FOR LABOR AND MATERIALS

KNOW ALL MEN BY THESE PRESENTS that _____ as principal and _____, as surety are held and firmly bound to the City of Springfield, Missouri, in the sum of **FULL Contract amount in words and numbers** _____ **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 _____, 2014, enter into a contract with the City of Springfield, Missouri, for:

STREETScape, Boonville Ave. Phase II North and Commercial St. Phase IV IN ACCORDANCE WITH INVITATION FOR BID #197-2014

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 afore-described, 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 _____, 2014, 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.uscis.gov/e-verify> or by calling **888-464-4218**.

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

Affidavit of Compliance with Section 285.500, RSMo., et seq.
For All Agreements Providing Services In Excess Of \$5,000.00.
Effective January 1, 2009

STATE OF _____)

) ss.

COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____,

State of _____, personally appeared _____ (Name)

who is _____ (Title) of _____

(Name of company), a (circle one) corporation, partnership, sole proprietorship, limited liability company, and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said 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
- (2) that said company does not knowingly employ any person who is an unauthorized alien in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Section 285.500 R.S.Mo., et seq.

Documentation of participation in a federal work authorization program is attached to this affidavit.

Signature _____

Print Name: _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____

**Affidavit of Compliance with Section 292.675 R.S.Mo., Et Seq.
For Any Public Works Project Contract
Effective August 28, 2009**

STATE OF _____)

) ss.

COUNTY OF _____)

Before me, the undersigned Notary Public, in and for the County of _____,

State of _____, personally appeared _____ (*Name*)

who is _____ (*Title*) of _____

(*Name of company*), (a corporation), (a partnership), (a sole proprietorship), (a limited liability company), and is competent and authorized to make this affidavit, and being duly sworn upon oath deposes and says as follows:

- (1) that said company has verified the completion of a 10-hour construction safety program with respect to the employees working in connection with the contracted services.

The terms used in this affidavit shall have the meaning set forth in Sections 292.675 R.S.Mo., et seq.

Signature _____

Name: _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

My commission expires: _____

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

**AFFIDAVIT OF COMPLIANCE
IFB #197-2014**

To be submitted with Vendor's Bid

____ We DO NOT take exception to the IFB Documents/Requirements.

____ We TAKE exception to the IFB Documents/Requirements as follows:

Specific exceptions are as follows:

Company Name _____

By _____

Authorized Person's Signature

Print or type name and title of signer

Company Address _____

Telephone Number _____

Fax Number _____

Date _____

ADDENDA

Bidder acknowledges receipt of the following addendum:

Addendum No. ____

Addendum No. ____

Addendum No. ____

Addendum No. ____

Addendum No. ____

Email _____

Federal Tax ID No. _____

**CITY OF SPRINGFIELD
STATEMENT OF "NO BID"
IFB #197-2014**

**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 #197-2014** FOR **STREETSCAPE PROJECTS** 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: _____