

# CITY OF TIPP CITY

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## SPECIFICATIONS FOR KYLE PARK IRRIGATION

The City of Tipp City is committed to the concept of performance quotes. All vendors are encouraged to submit quotes that conform to the stated specifications, as well as, suggested deviations from the specifications, which in the vendor's opinion will be beneficial to the City in terms of price and performance. The City reserves the right to accept or reject any quote under these terms.

The purpose of this document is to provide the Contractor the necessary information needed to provide the City of Tipp City a competitive price for the installation of an underground irrigation system for all soccer & baseball fields in Kyle Park.

Quotes shall be returned to the Municipal Services & Engineering office at 260 S Garber Dr. Tipp City, Ohio 45371. The City reserves the right to reject any and all quotes, in whole or in part, waive informalities or defects in quotes, or accept quotes as it shall be deemed to be in the best interest of the City of Tipp City.

### **I. INSTRUCTIONS TO CONTRACTORS**

- A. Quotes must be submitted, typewritten or clearly printed in ink, on the original document by mail or messenger and signed by a duly authorized representative of the firm submitting the quote. Quotes will be received by Eric Mack, Deputy Director of Municipal Services, Government Center, 260 S Garber Dr. Tipp City, Ohio 45371 until 10:00 AM, local time, on May 6, 2016. All quotes will be date stamped and time marked.
- B. Late, faxed or e-mailed quotes will not be accepted and will be returned to the Contractor.
- C. All quotes submitted in response to this invitation shall become the property of the City of Tipp City and be a matter of public record available for review.
- D. Communications regarding this proposal may be directed to Eric Mack, Deputy Director of Municipal Services, 937-667-6305.

### **AWARD**

The contract, if awarded, will be awarded to the Contractor whose quote best conforms to this solicitation and which will be most advantageous to the City in consideration of price and other factors. Any Contractor, who is in default to the City at the time of submittal of the quote, shall have his quote rejected. The City of Tipp City reserves the right to clarify any contractual terms with the concurrence of the Contractor; however, any substantial non-conformity in the offer, as determined by the City of Tipp City, shall be deemed non-responsive and the offer rejected.

In evaluating the quotes, the City of Tipp City shall consider the qualifications of the Contractors, and where applicable, operating costs, delivery time, maintenance requirements, performance data, and guarantees of materials and equipment. In addition, the City of Tipp City may conduct such investigations, as it deems necessary to assist in the evaluation of a quote and to establish the responsibility, qualifications, and financial ability of the Contractor to fulfill the contract.

Experience with the City of Tipp City shall be taken into consideration when evaluating responsibility of the Contractor.

## **QUOTE RESULTS**

A quote tabulation will be available for review after quotes are completely evaluated.

## **BILLABLE ITEMS**

Quotes shall include all costs required to perform the work such as and not limited to materials, labor, permits, etc. that will be assessed to the final invoice.

## **CURRENCY**

Prices calculated by the Contractor shall be stated in U.S. dollars.

## **GENERAL TERMS AND CONDITIONS**

- A. Applicable laws: the ordinances and Charter of the City and laws of the State of Ohio.
- B. Taxes: The City of Tipp City is generally exempt from Federal Excise and Ohio State Sales Tax. Prices should not include tax. The City of Tipp City is a governmental agency and qualifies for governmental discounts.
- C. If the Contractor elects to deviate from the specifications stated, all exceptions or other changes shall be clearly noted.
- D. The City reserves the right to reject any and all quotes, waive informalities or defects in quotes, and accept such quotes as it shall deem to be in the best interest of the City of Tipp City.
- E. The City does not discriminate based on race, color, national origin, sex, religion, age, disability in employment or the provisions of service.
- F. All quotes shall be firm for not less than ninety (90) days after the official opening of the quotes.
- G. If the vendor elects to deviate from the specifications stated, all exceptions or other changes must be clearly noted.
- H. The City of Tipp City reserves the right to take other action before a contract is signed or a purchase order is approved; even after City Council accepts or approves the quote.
- I. The City of Tipp City, and its contractors by extension, are subject to the prevailing wage laws of the State of Ohio. Any contract for construction or improvements exceeding the prevailing wage limitations as set forth by the State of Ohio will include a requirement for compliance with these prevailing wage laws.

## **INSURANCE COVERAGE**

The Contractor shall not commence work under this Contract until he has obtained all the insurance required

hereunder and such insurance has been approved by the Owner, nor shall the Contractor allow any Subcontractor to commence work on his subcontract until all similar insurance required of the Subcontractor has been so obtained and approved, approval of the insurance by the Owner shall not relieve or decrease the liability of the Contractor hereunder.

The Contractor shall file with the Owner all Certificate(s) of Insurance as are necessary to document the insurance coverage required hereunder, subject to the approval of the Owner and receipt of any additional forms/documentations requested, prior to final execution of the Agreement Contract and issuance of the Notice to Proceed.

Workers' Compensation - All contractors and subcontractors shall acquire and maintain, during the term of the Contract, Workers' Compensation Insurance in full compliance with the laws of the state of Ohio.

## **CONSTRUCTION CONTRACTS INSURANCE**

Insurance Requirements – Contractors shall procure and maintain for the duration of the contract, and for three years thereafter, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, their agents, representatives, employees or subcontractors.

Minimum Scope of Insurance - Coverage types shall include and be at least as broad as:

**1. Commercial General Liability (CGL):** Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products-completed operations, with limits no less than \$2,000,000 per occurrence for bodily injury, property damage, personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

**2. Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.

**3. Workers' Compensation insurance** as required by the State of Ohio, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If coverage is through The Ohio Bureau of Workers' Compensation, Employers' Liability coverage must be endorsed on the Commercial General Liability policy.

**4. Builder's Risk (Course of Construction)** insurance utilizing an “All Risk” (Special Perils) coverage form, with limits no less than the completed value of the project and no coinsurance penalty provisions.

- a. Such coverage shall name the City of Tipp City as Additional Insured and Loss Payee as its interests may appear.
- b. Builder's Risk Insurance will not be required for contracts for improvement of streets, installation of water mains and sewer lines, and other jobs of like nature.
- c. At the option of the City, Builder's Risk Insurance may be waived if the project does not involve new or major reconstruction.
- d. When Builder's Risk Insurance is not required, at the option of the City, the Contractor may be required to obtain a Property Installation Floater that

provides for the improvement, remodel, modification, alteration, conversion or adjustment to existing buildings, structures, processes, machinery and equipment. The Property Installation Floater shall provide property damage coverage for any building, structure, machinery or equipment damaged, impaired, broken, or destroyed during the performance of the Work, including during transit, installation, and testing at the Entity's site.

**4. Professional Liability (if Design/Build)**, with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. Claims Made coverage is permissible.

**6. Contractors' Pollution Legal Liability and/or Asbestos Legal Liability and/or Errors and Omissions (if project involves environmental hazards)** with limits no less than \$1,000,000 per occurrence or claim, and \$2,000,000 policy aggregate. Claims Made Coverage is permissible.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City

Deductibles and Self-Insured Retentions – Any deductibles or self-insured retentions must be declared to and approved by the City. At the City's option, either: the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retention as respects the City, its officials, agents, employees and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigation, claim administration and defense expenses.

Other Insurance Provisions - The policies are to contain or be endorsed to contain, the following provisions:

**1. Additional Insured:** "The City of Tipp City, its officials, agents, employees and volunteers" shall be named as Additional Insureds on the Commercial General Liability, Automobile Liability and Contractor's Pollution Liability policies as respects liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.

a. To provide appropriate Additional Insured coverage for general liability, including liability arising out of the products-completed operations hazard, Contractor agrees to use the following endorsement(s), or similar endorsements providing equal or broader Additional Insured coverage:

i. ISO Form CG 20 10 11 85, OR if later revisions are used;

ii. ISO Form CG 20 10 10 01 AND ISO Form CG 20 37 10 01.

**2. Primary Coverage:** For claims related to this project, the Contractor's insurance coverage shall be primary as respects the City, its officials, agents, employees and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents,

employees and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

- a. Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. Contractor agrees to endorse the City as an Additional Insured on the Umbrella or Excess policy, unless the Certificate of Insurance states the Umbrella or Excess policy provides coverage on a “Follow Form” basis.

Claims Made Policies - If any coverage required is written on a claims-made coverage form:

1. The retroactive date must be shown, and this date must be before the execution date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of contract work.
3. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a retroactive date prior to the contract effective, or start of work date, the Contractor must purchase extended reporting period coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the Entity for review.
5. If the services involve lead-based paint or asbestos identification/remediation, the Contractors Pollution Liability policy shall not contain lead-based paint or asbestos exclusions. If the services involve mold identification/remediation, the Contractors Pollution Liability policy shall not contain a mold exclusion, and the definition of Pollution shall include microbial matter, including mold.

Waiver of Subrogation – Contractor hereby agrees to secure endorsements necessary to waive all rights of subrogation which any insurer of Contractor may acquire against the City, its officials, agents, employees and volunteers for losses arising from work performed by Contractor for the City.

Acceptability of Insurers – Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

Verification of Coverage - The Contractor shall furnish the City with **Certificates of Insurance** and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required herein. All certificates and endorsements shall be received by the City before work commences. However, failure to obtain the required documents prior to the beginning of work shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.

Certificate of Insurance – The certificate of insurance shall contain the following language: “The City of Tipp City, its officials, agents, employees, and volunteers are Additional Insureds. Coverage shall be primary to the Additional Insureds and not contributing with any other insurance or similar protection available to the Additional Insureds whether other available coverage be primary, contributing, or excess.”

The Contractor and all Subcontractors shall furnish the City one (1) unaltered copy of the official certificate of the Ohio Industrial Commission indicating that he has paid the premiums required under the Ohio Workers' Compensation Act evidencing that these workers are covered by Workers' Compensation during the Contract term. If the Contractor is legally permitted and qualified to be a self-insurer, such self-insurer shall furnish proof of such status to the City.

Non-renewal, Cancellation, or Material Change of Coverage. Each insurance policy required above shall state that coverage shall not be cancelled, except with notice to the City. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier providing coverage required herein, or receives notice that coverage no longer complies with the requirements herein, **Contractor agrees to notify the City** by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written explanation of how coverage is no longer in compliance. The Contractor shall cease operations on the occurrence of any such non-renewal, cancellation, or material change and shall not resume operations until insurance is in force that complies with these requirements.

Contractor's and Subcontractor's Insurance - The Contractor shall not commence work under this Contract until they have obtained the insurance required herein, nor shall the Contractor permit any Subcontractor to commence work on their subcontract until the insurance required of the Subcontractor has been so obtained. Contractors shall require and verify that all subcontractors or anyone performing work for the City maintain insurance meeting all of the requirements stated herein including the requirement to name the City, its officials, agents, employees and volunteers as Additional Insureds on Commercial General Liability coverage for both ongoing operations and completed operations beyond project completion date.

Special Risks or Circumstances – City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

## **GENERAL SPECIFICATIONS**

Unless otherwise stated by the Contractor, the quotes shall be considered as being in accordance with the City of Tipp City's applicable standard specifications, and any special specifications outlined in the Quote Document. All goods shall be new unless otherwise so stated in the quote. Any unsolicited alternate quote, or any changes, insertions, or omissions to the terms and conditions, specification, or any other requirements of this quote, may be considered non-responsive. The City of Tipp City reserves the right to disregard any conflicting terms and conditions submitted by the contractor and hold the contractor to the submitted quote price. Contractors are strongly encouraged not to submit anything with their quote that is not specifically requested in this solicitation.

## **QUOTE AND AWARD**

To: The City Manager

The undersigned Contractor declares that they have carefully read, become familiar with and understands the quote/contract documents and specifications and hereby proposes to fulfill the attached quote.

### LOCATION

- Kyle Park- South First Street. See Attachment A for specific areas where irrigation is required

### MINIMUM SPECIFICATIONS

- Submit a preliminary plan that includes proposed designs for each of the 5 sections while taking into consideration current site conditions.
- Attachments B - G should be filled out completely and included as a part of the quote.
- Concrete will be sealed with a curing agent; and should adhere to our specifications.
- Quote should include securing any permits required by outside agencies.
- **Please note: drainage tiles are present in parts of the park. City staff can provide drawings with estimated locations. The contractor will be responsible for installing the irrigation around these drainage tiles and repairing tiles damaged during installation.**
- Timers for the irrigation system are required and training shall be provided to City staff on how to operate the times.
- The system shall be divided into multiple zones, so that only a few fields are irrigated at once. 2 irrigation wells will be drilled for this project. See ATTACHMENT A for approximate location of the irrigation wells.
- Provide a one-year (1) warranty against defects.
- Any damage to concrete or asphalt during installation must be repaired following Tipp City design standards and specifications.
- Initial seeding shall be done after installation of the irrigation system to restore disturbed areas.

The undersigned Contractor hereby proposes to deliver and furnish all labor, materials and equipment necessary to conform to City specifications, for the sum set forth in the following:

**QUOTE**

Grand Total \$ \_\_\_\_\_

NOTE: BE SURE TO COMPLETE ATTACHMENT A FOR BREAKDOWN OF COSTS FOR EACH SECTION

CONTRACTOR \_\_\_\_\_ DATE: \_\_\_\_\_  
(please print)

SIGNATURE OF CONTRACTOR \_\_\_\_\_

BY \_\_\_\_\_ TITLE \_\_\_\_\_

NAME OF COMPANY \_\_\_\_\_

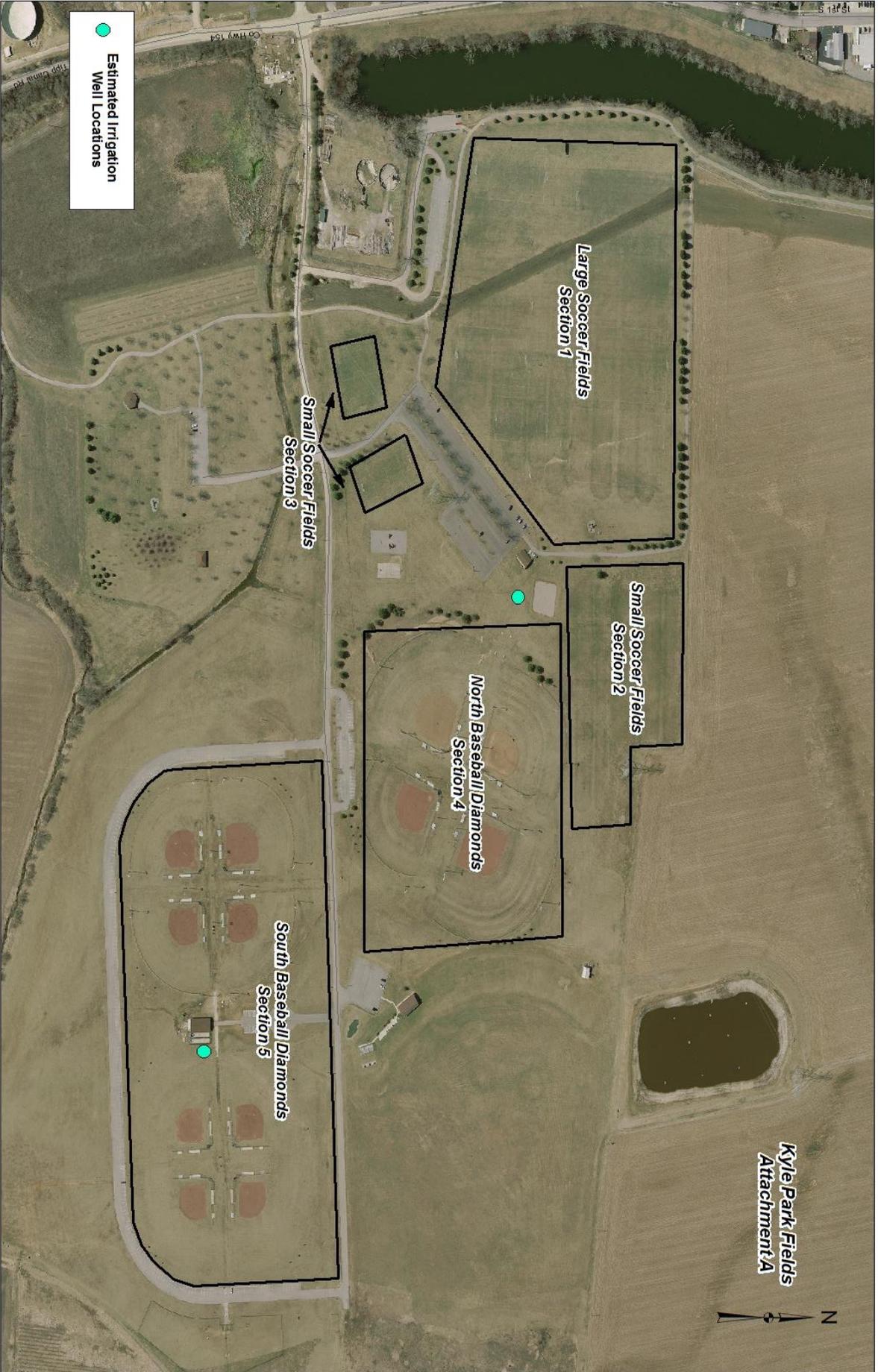
ADDRESS \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

TELEPHONE \_\_\_\_\_ FAX \_\_\_\_\_

DATE \_\_\_\_\_

Kyle Park Fields  
Attachment A



Estimated Irrigation  
Well Locations

Large Soccer Fields  
Section 1

Small Soccer Fields  
Section 2

Small Soccer Fields  
Section 3

North Baseball Diamonds  
Section 4

South Baseball Diamonds  
Section 5

CO HWY 154  
Tipp Creek Rd

ATTACHMENT B  
Large Soccer Fields  
(SECTION 1)

1. Labor	\$ _____
2. Materials	\$ _____
3. Deductions	\$ _____
4. Total for Large Soccer Fields	\$ _____

Notes: (Explain deductions or any other comments necessary)

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ATTACHMENT C  
Small Soccer Fields 1  
(SECTION 2)

1. Labor	\$ _____
2. Materials	\$ _____
3. Deductions	\$ _____
4. Total for Large Soccer Fields	\$ _____

Notes: (Explain deductions or any other comments necessary)

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ATTACHMENT D  
Small Soccer Fields 2  
(SECTION 3)

1. Labor	\$ _____
2. Materials	\$ _____
3. Deductions	\$ _____
4. Total for Large Soccer Fields	\$ _____

Notes: (Explain deductions or any other comments necessary)

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ATTACHMENT E  
North Baseball Diamonds  
(SECTION 4)

1. Labor	\$ _____
2. Materials	\$ _____
3. Deductions	\$ _____
4. Total for Large Soccer Fields	\$ _____

Notes: (Explain deductions or any other comments necessary)

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ATTACHMENT F  
South Baseball Diamonds  
(SECTION 5)

1. Labor	\$ _____
2. Materials	\$ _____
3. Deductions	\$ _____
4. Total for Large Soccer Fields	\$ _____

Notes: (Explain deductions or any other comments necessary)

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**REQUEST FOR PROPOSAL  
Kyle Park Irrigation**

**ATTACHMENT G**

**REQUEST FOR PROPOSAL  
Kyle Park Irrigation**

Tipp City's Kyle Park is the home to various youth sports leagues including; Tipp City SAY Soccer, Tipp City Junior Baseball, and Youth Rec. Flag Football.

Projected dates for each sports season have been included below. Once awarded, a meeting can be setup to coordinate the installation of irrigation around these schedules.

Tipp City SAY Soccer Season- Spring Mid-March- May  
Summer- July 18<sup>th</sup> – October 9<sup>th</sup>

Tipp City Junior Baseball Season- April – July 15<sup>th</sup>

Tipp City Youth Rec. Flag Football- April 10<sup>th</sup> - May 22<sup>nd</sup>