

BID FOR
MARINA PARK PLAYGROUND IMPROVEMENTS

BID # 20/21-020

PWP # WA-2021-283

BIDS DUE NOT LATER THAN: 1:45 PM ON JUNE 2, 2021

PUBLIC BID OPENING: 2:00 PM ON JUNE 2, 2021

[NOTE: TIME BIDS ARE DUE IS DIFFERENT FROM BID OPENING TIME]



431 PRATER WAY
P.O. BOX 857
SPARKS, NV 89432-0857



Company Name: _____

**CITY OF SPARKS
NOTICE TO BIDDERS
MARINA PARK PLAYGROUND IMPROVEMENTS
BID # 20/21-020 / PWP # WA-2021-283**

NOTICE IS HEREBY GIVEN that the City of Sparks, Nevada, will receive written sealed bids only, for the project listed above. Said bids must be in the hands of the Contracts and Risk Manager at 431 Prater Way, Sparks, Nevada, **NO LATER THAN 1:45 PM ON JUNE 2, 2021**. Bids postmarked prior to, but not received until after this deadline will not be accepted. Vendor bid response submittals may not be sent to the City of Sparks via the Internet/e-mail and will not be entertained for award by the City of Sparks. The right is reserved to reject any Bid/Proposal or to accept the Bid/Proposal which is deemed by the City of Sparks to be in the best interest of the City of Sparks. The City of Sparks reserves the right to waive any irregularities and/or informalities in the bid process.

All Bids are to be marked clearly on the outside. Due to the City's response to the COVID-19 virus and associated reduction in staff, in-person staff availability is limited. Bidders wishing to physically deliver their bids on the bid due date shall note that the Purchasing Office will receive bids in the lobby of City Hall beginning at 1PM on June 2nd. Bids are due no later than 1:45PM. Bids may also be delivered to the Purchasing Department physical dropbox/mailbox, also located in the lobby of City Hall.

Bids will be opened and publicly read at **2:00 PM ON JUNE 2, 2021**, at Sparks City Hall, 431 Prater Way Sparks, NV 89431. Due to social distancing concerns specific to the COVID-19 situation, the bid opening will be available to all interested parties via Zoom video/audio conferencing. Meeting # 823 9118 4767. Meeting Password: 579334 with a direct link of:
<https://us02web.zoom.us/j/82391184767?pwd=QUVkbZUFIbTFnRFdQd1hXWnh2UWU1UT09>

PROJECT DESCRIPTION: Removal of existing playground, excavation, placement of material, loading, hauling and disposal of existing play bark, construction of PCC pad, footings, underground drain; installation of new playground tile and installation of City supplied play equipment, along with all appurtenant work necessary to complete the project as stated in the bid specifications.

PRE-BID MEETING: There will be a **NON-MANDATORY** pre-bid meeting held at 10AM on May 19, 2021 at the project site, Sparks Marina Park, 300 Howard Dr., Sparks NV 89431.

BONDING/LICENSING: A Bid Bond in the amount of 5% of bid amount is required. This bid bond will function as a penalty in the event the successful bidder fails to enter into a written contract with the City in accordance with the bid documents. Additionally, the City will be entitled to actual damages, if any. Prospective bidders will be required to have a current Contractor's License under the Nevada State Law for the type of work specified herein.

The work to be performed under this Contract shall be commenced by the successful Bidder after all executed Contract documents have been submitted, and after being notified to proceed by the City of Sparks.

Bid documents and specifications may be obtained from the City of Sparks website. Please visit <http://www.cityofsparks.us/bids> to obtain complete bid documents. There is no cost to use the system or obtain plans, but registration at the site is required. It is the responsibility of all potential bidders/responders to monitor the Purchasing Division's website for any changing information prior to submitting their bid/proposal. The City of Sparks will not be responsible for the timeliness or completeness of information provided by any 3rd party bid listing or re-selling service. For further

information, contact the Purchasing Division at dmarran@cityofsparks.us or at (775) 353-2273. The individual responsible for coordinating this bid is: Dan Marran, CPPO, C.P.M. – Contracts and Risk Manager

Reno Gazette Journal Legal Notices Section

Publish Date: May 12, 2021

Proof of publication required

Bidder's Checklist

Bidders are instructed to complete and return the following forms in order for their bids to be complete. Failure to return the following items may result in your bid being declared “non-responsive.”

1. _____ Bid Item Schedule
2. _____ Bidder Information Sheets
3. _____ Subcontractor Information Form (5% list due with bid submittal)
4. _____ Acknowledgement and Execution Form
5. _____ Certification Regarding Debarment
6. _____ “Certificate of Eligibility” (Local Preference) - If bid exceeds \$250,000 and Contractor wishes to potentially apply their preference.
7. _____ Bid Bond
8. _____ Signed Bid Addenda (if applicable)

**CITY OF SPARKS
 BID ITEM SCHEDULE
 BID NUMBER 20/21-020 PWP# WA-2021-283**

BID TITLE: Marina Park Playground Improvements

PRICES must be valid for 90 calendar days after the bid opening.

COMPLETION of this project is expected **PURSUANT TO CONTRACT DOCUMENTS.**

BIDDER acknowledges receipt of _____ Addenda.

 Bidder Name

 (signature)

Marina Park Playground Improvements Base Bid

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1.0	1	LS	Mobilization, site safety fencing, and bonding, complete in place per lump sum.	\$ _____ /LS	\$ _____
2.0	1	LS	Demolition and Removal complete in place per lump sum.	\$ _____ /LS	\$ _____
3.0	1	LS	Irrigation Modifications complete in place per lump sum.	\$ _____ /LS	\$ _____
4.0	1	EA	Lowering of Manhole Collar and Grate complete in place per each.	\$ _____ /EA	\$ _____
5.0	1	LS	Furnish and install drainage components, complete in place per lump sum.	\$ _____ /LS	\$ _____
6.0	13,475	SF	Contractor to furnish and install all associated work included with the sub-grade preparation, Type II base aggregate installation, and compaction, complete in place per square foot.	\$ _____ /SF	\$ _____
7.0	1	LS	Contractor to furnish and install block retaining wall complete in place as per lump sum. Excludes the "SleeveIt" fencing sleeves as per bid item 19.0.	\$ _____ /LS	\$ _____
8.0	310	LF	Contractor to furnish and install 6x12 concrete curbing complete in place per lineal foot.	\$ _____ /LF	\$ _____
9.0	130	LF	Contractor to furnish and install 6x6 concrete mow curbing complete in place per lineal foot.	\$ _____ /LF	\$ _____
10.0	3	EA	Contractor to purchase, furnish and install 16x16 shade shelters complete in place per each.	\$ _____ /EA	\$ _____

Marina Park Playground Improvements Base Bid (Continued)

Item No.	Quantity	Unit	Description	Unit Price	Total Price
11.0	6	EA	Contractor to purchase, furnish and install 12x12 shade shelters complete in place per each.	\$ _____ /EA	\$ _____
12.0	4,385	SF	Construct the PCC sidewalk with thickened edge around play areas, complete in place, per square foot.	\$ _____ /SF	\$ _____
13.0	1	LS	Install the (owner purchased and provided) Playworld #20-2476A playground equipment, complete in place, per lump sum.	\$ _____ /LS	\$ _____
14.0	1	LS	Install the (owner purchased and provided) Miracle Museum playground equipment, complete in place, per lump sum.	\$ _____ /LS	\$ _____
15.0	1	LS	Install the (owner purchased and provided) Quiet Grove playground equipment, complete in place, per lump sum.	\$ _____ /LS	\$ _____
16.0	1,005	SF	Construct the 2' wide PCC apron below the rubber tiles (playground areas), complete in place, per square foot.	\$ _____ /SF	\$ _____
17.0	9,115	SF	Furnish and install 2' x 2' rubber tile interlocking playground surface, complete in place, per square foot.	\$ _____ /SF	\$ _____
18.0	1	LS	Furnish and install the miscellaneous landscape and irrigation improvements, complete in place per lump sum.	\$ _____ /LS	\$ _____
19.0	1	LS	Furnish and install the "Sleevelt" fence sleeving behind the block wall complete in place per lump sum.	\$ _____ /LS	\$ _____
20.0	505	LF	Furnish and install the 5' tall fencing, complete in place per lineal foot.	\$ _____ /LF	\$ _____
21.0	3	EA	Furnish and install the 5' tall x 42" wide fence gates and emergency panic bars, complete in place per each.	\$ _____ /EA	\$ _____
22.0	1	LS	Re-install the existing memorial bench and plaque, complete in place per lump sum.	\$ _____ /LS	\$ _____
23.0	6	EA	Furnish and install the ADA picnic tables complete in place, per each.	\$ _____ /EA	\$ _____
24.0	5	EA	Furnish and install the 6' benches with back, complete in place, per each.	\$ _____ /EA	\$ _____
25.0	5	EA	Furnish and install the trash receptacles, complete in place, per each.	\$ _____ /EA	\$ _____

Marina Park Playground Improvements Base Bid (Continued)

Item No.	Quantity	Unit	Description	Unit Price	Total Price
26.0	1	LS	Furnish and install all parking lot striping, parking lot breakaway signage, and ADA improvements, complete in place per lump sum.	\$ _____ /LS	\$ _____
27.0	1	LS	De-mobilization, site cleanup, and miscellaneous items, complete in place per lump sum.	\$ _____ /LS	\$ _____
28.0	1	LS	Comprehensive playground audit for all playground structures as specified, complete in place, per lump sum.	\$ _____ /LS	\$ _____
29.0	1	FA	Force Account	\$ <u>50,000.00</u>	\$ <u>50,000.00</u>

<p>Total Marina Park Playground Improvements Base Bid Price</p> <p>\$ _____</p> <p>_____</p> <p>(written total bid price)</p>	<p>\$ _____</p>
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Bid Schedule Notes:

1. City of Sparks reserves the right and privilege to accept or reject any or all bids or parts thereof, based solely on the judgment of representatives of the City of Sparks.
2. See Bid Item Clarifications.
3. Total base bid shall include Force Account Item #29 in the total base bid amount.

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Bidder Information

COMPANY INFORMATION:

Company Name:
Contact Name:
Address:
City:
State / Zip Code:
Telephone Number including area code:
Fax Number including area code:
E-mail:

COMPANY BACKGROUND

- 1) Has your company ever failed to complete any contracts awarded to it? No ___ Yes ___ (If yes, please provide details.)

- 2) Has your company filed any arbitration request or law suits on contracts awarded within the last five years? No ___ Yes ___ (If yes, please provide details.)

- 3) Does your company now have any legal suits or arbitration claims pending or outstanding against it or any officers relating to the performance of a public contract? No ___ Yes ___ (If yes, please provide details.)

- 4) Does your company now employ any officers or principals who were with another firm when that company failed to complete a contract within the last five years? No ___ Yes ___ (If yes, please provide details.)

- 5) Has your company had a contract partially or completely terminated for default (cause) within the past five years? No ___ Yes ___ (If yes, please provide details.)

- 6) Has your company been found non-responsible on a government bid within the last five years? No ___ Yes ___ (If yes, please provide details.)

Bidder Information

CONTRACTOR LICENSE INFORMATION:

Nevada State Contractor's License Number (If Applicable):
License Classification(s):
Limitation(s) of License:
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code of Licensee:
Telephone Number of Licensee:

BUSINESS LICENSING INFORMATION All vendors doing business within the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to commencement of work (Sparks Municipal Code Section 5.08.020A). Vendor(s) awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already hold one.

City of Sparks Business License Number:
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code of Licensee:
Telephone Number of Licensee:
Taxpayer Identification Number:

Bidder Information

DISCLOSURE OF PRINCIPALS:

a) Individual and/or Partnership:

Owner 1) Name:
Address:
City, State, Zip Code:
Telephone Number:
Owner 2) Name:
Address:
City, State, Zip Code:
Telephone Number:
Other 1) Title:
Name
Other 2) Title:
Name:

b) Corporation:

State in which Company is Incorporated:
Date Incorporated:
Name of Corporation:
Address
City, State, Zip Code:
Telephone Number:
President's Name:
Vice-President's Name:
Other 1) Name:
Title:

**SUBCONTRACTOR DETAIL
SUBCONTRACTORS EXCEEDING FIVE PERCENT OF BID AMOUNT**

INSTRUCTIONS: Per NRS 338.141, Bidder submits the following names of First-Tier Subcontractors who will provide to Bidder labor or a portion of the Work or improvements for which Subcontractor will be paid an amount exceeding five percent (5%) of the Bid Price. The Bidder shall list the name of a Subcontractor for each portion of the Work, the value of which exceeds five percent (5%) of the Bid Price. **If Bidder will perform more than 5% of the Work, BIDDER SHALL ALSO LIST HIS NAME and description of the work that the prime contractor will perform in the space provided below.**

Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		

Bidder Name: _____

Authorized Signature: _____

SUBCONTRACTOR DETAIL
SUBCONTRACTORS EXCEEDING ONE PERCENT OF BID AMOUNT OR \$50,000

INSTRUCTIONS: In compliance with NRS 338.141, Bidder submits the following names of First-Tier Subcontractors who will provide to Bidder labor or a portion of the Work or improvements for which Subcontractor will be paid an amount exceeding one percent (1%) of the Bid or \$50,000, whichever is greater.

Since all Subcontractors listed on the Bidder's 5% Subcontractor Information Form are over 1% of the Bid amount, those Subcontractors shall automatically be deemed incorporated into this 1% Subcontractor Information form and need not be re-listed below.

Information provided must be submitted within two (2) hours after the completion of the opening of the bids (Per NRS 338.141). Bidder shall enter "NONE" under "Name of Subcontractor" if not utilizing subcontractors exceeding this amount. This form must be complete in all respects. If, additional space is needed, attach a separate page. The bidder may elect to submit this information with the bid proposal and, in that case, the bidder will be considered as having submitted this information within the above two hours.

Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description of Work:		

Bidder Name: _____ **Authorized Signature:** _____

CITY OF SPARKS ACKNOWLEDGMENT AND EXECUTION:

STATE OF _____)
) SS
County of _____)

_____(Name of Principal) being first duly sworn, deposes and says: That he/she is the Bidder, or authorized agent of the Bidder for whom the aforesaid described work is to be performed by; that he/she has read the Plans, Specifications, and related documents including but not limited to, any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City of Sparks (Owner) and to do and perform all work for the **MARINA PARK PLAYGROUND IMPROVEMENTS, Bid # 20/21-020**, together with incidental items necessary to complete the work to be constructed and/or services to be provided in accordance with the Specifications, Plans, and Contract Documents annexed hereto.

TO THE CONTRACTS AND RISK MANAGER OF THE CITY OF SPARKS:

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal, as principals, are those named herein, the Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid: that this proposal is made without collusion with any other person, firm or corporation; that he/she has carefully examined the location of the proposed work; the proposed form of Contract, the Contract Provisions, Plans, Specifications and Contract Documents incorporated therein referred to and made part thereof; that he/she proposes and agrees if this proposal is accepted, that he/she will contract with the City of Sparks in the form of the Contract prescribed, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract and annexed Contract Provisions, Plans and Specifications, in the manner and time prescribed and according to the requirements of the Project Representative as therein set forth, it being understood and agreed that the quantities shown herein are approximate only and are subject to increase or decrease, and that he/she will accept, in full, payment therefore the indicated prices.

	Contractor/Bidder:
(Printed Name of Contractor/Bidder)	BY: _____
	Firm: _____
	Address: _____
	City: _____
	State / Zip Code: _____
	Telephone Number: _____
	Fax Number: _____
	E-mail Address: _____
(Signature of Principal)	Signature: _____
	DATED this _____ day of _____, 2021.

State of Nevada)
) SS.
County of _____)

On this _____ day of _____, in the year 2021, before me,

_____/Notary Public, personally appeared _____ Personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he (she) executed it. WITNESS my hand and official seal.

Notary's Signature: _____ My commission Expires: _____

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS
(This form to be signed and returned at the time of bid)**

The prospective bidder, _____ certifies to the best of its knowledge and belief that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Any exceptions provided will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the City will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative

Date

I am unable to certify to the above statement. My explanation is attached.

Signature _____ Date _____

CITY OF SPARKS, NEVADA – 5% Bid Bond

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned _____, as “Principal,” and _____, as “Surety,” are hereby held and firmly bound unto the City of Sparks, Nevada, as “Obligee,” in the penal sum of _____ dollars (\$_____) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

WHEREAS, NRS 332.105 authorizes local governments to require bid bonds to insure execution and proper performance of the Contract and the Bonding Company has an “A” or better rating with Moody’s or A.M. Best and T-Listed with the U.S. Treasury Department;

AND, WHEREAS, the Principal has submitted a bid for Bid # **20/21-020**, PWP # **WA-2021-283**, for the **MARINA PARK PLAYGROUND IMPROVEMENTS**.

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents (“Contract”) to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee’s actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.

Signed, Sealed and dated: _____

Principal
By: _____

Surety
By: _____

GENERAL CONDITIONS

General Conditions



GENERAL CONDITIONS

*Please Read Carefully
These Provisions Are a Part of Your Bid and any Contract Awarded*

Scope of Bid/Proposal: Bids/Proposals are hereby requested for **MARINA PARK PLAYGROUND IMPROVEMENTS**, as per specifications herein.

The bidder agrees that:

- A. Bidder has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done; understands the meaning, intent, and requirements; and
- B. Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and in strict conformity with the City of Sparks specifications for the prices quoted.

Note: Bidder is defined as any individual, partnership, or corporation submitting a bid, proposal, or quotation in response to a request for bid (RFB), request for proposal (RFP), request for information (RFI) or request for quotation (RFQ). A bidder may also be referred to as a bidder, contractor, supplier or vendor.

The use of the title “Bidder;”, “Vendor”, “Contractor” or “Consultant” within this solicitation document and any resulting contract shall be deemed interchangeable and shall refer to the person or entity with whom the City of Sparks is soliciting and/or contracting for the service or product referenced within the bid document.

1. Prices:

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent to the error. Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit prices. Bidders are encouraged to review all prices prior to bid submittal, as withdrawal or correction may not be permitted after the bid has been opened.

2. Firm Prices:

Prices on bid shall be firm prices not subject to escalation unless otherwise provided for in the specifications. In the event the specifications provide for escalation, the maximum limit shall be shown, or the bid shall not be considered. In the event of a decline in market price below a price bid, the City of Sparks shall receive the benefit of such decline.

3. Items Offered:

If the item offered by the bidder has a trade name, brand and/or catalog number, such shall be stated in the bid. If the bidder proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face hereof, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state “or equal”.

4. Brand Names:

Whenever reference to a specific brand name is made by the City, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City, thereby incorporating these standards by reference within the specifications. These specifications are not meant to limit the vendor; they are guidelines to minimum qualifications. The bidder shall indicate their compliance or non-compliance for each line of the specification. Any deviations from the specifications or where submitted literature does not fully support the meaning of the specifications must be clearly cited in writing by the bidder.

General Conditions



An equivalent (“or equal”) may be offered by the bidder, subject to evaluation and acceptance by the City. It is the bidder’s responsibility to provide, at bidder’s expense, samples, test data, or other documentation the City may require to fully evaluate and determine acceptability of an offered substitute. The City reserves the sole right to reject a substituted component that will not meet or exceed City standards.

5. Samples:

Samples may be required for bid evaluation and testing purposes. Bidders shall agree to provide samples upon request and at no additional cost to the City.

6. Withdrawal of Bids:

Bids may be withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person by a bidder, or bidder’s authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

7. Late Bids, Modifications, or Withdrawals:

Bids, modifications of bids, or bid withdrawals received after the exact time and date specified for receipt will not be considered.

8. Mistake in Bid:

- (a) If the bidder discovers a mistake in bid prior to the hour and date specified for receipt of bid, bidder may correct the mistake by withdrawing the bid in accordance with Item 7 above and resubmit prior to the stated bid deadline.
- (b) If within seventy-two hours of the bid closing and prior to the issuance of a purchase order or a contract, the apparent low bidder discovers a mistake in bid of a serious and significant nature, bidder may request consideration be given to withdrawing the bid. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for withdrawal of bids. The decision of the Purchasing Manager is final as regards acceptance or rejection of requests for withdrawal after closing of bids.
- (c) A mistake in bid cannot be considered once a purchase order or contract is issued.

9. Signature:

All bids shall be signed and the title and firm name indicated. A bid by a corporation shall be signed by an authorized officer, employee or agent with his or her title.

10. Exceptions:

A bidder deviating from specifications must specify any and all deviation(s). Failure to note said exceptions shall be interpreted to convey that the bidder shall propose to perform in the manner described and/or specified in this bid solicitation. If exception(s) are taken or alternatives offered, complete descriptions must be shown separately.

11. Confidential Information:

Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise the information shall be considered a public record. Information or data submitted with a bid will not be returned.

12. Quality:

Unless otherwise required in the specifications, all goods furnished shall be new and unused.



13. Litigation Warranty:

The bidder, by bidding, warrants that bidder is not currently involved in litigation or arbitration concerning the materials or bidder's performance concerning the same or similar material or service to be supplied pursuant to this contract of specification, and that no judgments or awards have been made against bidder on the basis of bidder's performance in supplying or installing the same or similar material or service, unless such fact is disclosed to the City in the bid. Disclosure may not disqualify the bidder. The City reserves the right to evaluate bids on the basis of the facts surrounding such litigation or arbitration and to require bidder to furnish the City with a surety bond executed by a surety company authorized to do business in the State of Nevada and approved by The City of Sparks in a sum equal to one hundred percent (100%) of the contract price conditional on the faithful performance by bidder of the contract in the event the bid is awarded to bidder, notwithstanding the litigation or arbitration.

14. Royalties, Licenses and Patents:

Unless otherwise specified, the bidder shall pay all royalties, license and patent fees. The bidder warrants that the materials to be supplied do not infringe any patent, trademark or copyright and further agrees to defend any and all suits, actions and claims for infringement that are brought against the City, and to defend, indemnify and hold harmless the City from all loss or damages, whether general, exemplary or punitive, as a result of any actual or claimed infringement asserted against the City, the bidder or those furnishing material to bidder pursuant to this contract.

15. Performance Standards:

Performance of work and acceptability of equipment or materials supplied pursuant to any contract or award shall be to the satisfaction and full discretion of the City.

16. Americans with Disabilities Act (ADA) Standards:

Bidders shall be required to comply with current ADA Standards in preparing their bids and executing work required under any contract resulting from this bid. Completed work must comply with current ADA Standards.

17. Warranties:

(a) Unless otherwise specified, all workmanship, material, labor or equipment provided under the contract shall be warranted by bidder and/or manufacturer for a minimum of twelve (12) months after acceptance by City. Greater warranty protection will be accepted. Lesser warranty protection must be indicated by bidder on the bid proposal as an exception.

(b) Bidder shall be considered primarily responsible to the City for all warranty service, parts and labor applicable to the goods or equipment provided by bidder under this bid or award, irrespective of whether bidder is an agent, broker, fabricator or manufacturer's dealer. Bidder shall be responsible for ensuring that warranty work is performed at a local agency or facility convenient to City and that services, parts and labor are available and provided to meet City's schedules and deadlines. If required and defined within the Scope of Work, the Bidder will post a performance bond after contract award to guarantee performance of these obligations. Bidder may establish a service contract with a local agency satisfactory to City to meet this obligation if bidder does not ordinarily provide warranty service.

18. Addenda:

The effect of all addenda to the bid documents shall be considered in the bid, and said addenda shall be made part of the bid documents and shall be returned with them. Before submitting a bid, each bidder shall ascertain

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whether or not any addenda have been issued, and failure to acknowledge any such addenda may render the bid invalid and result in its rejection.

All potential bidders are responsible for monitoring the City website regarding the availability of new bid documents or addenda (where applicable). The City of Sparks will not be responsible for the results of any potential failures in automatic notification systems to potential bidders or plan holders with respect to these documents and will not adjust bid schedules or requirements due to any potential failures of those systems. It is the responsibility of all potential bidders/responders to monitor the Purchasing Division's website for any changing information prior to submitting their bid/proposal. The City of Sparks will not be responsible for the timeliness or completeness of information provided by any 3rd party bid listing or re-selling service.

19. Specifications to Prevail:

The detailed requirements of the Specifications, Scope of Work or Special Conditions shall supersede any conflicting reference in these General Conditions or the stated language on the City of Sparks Standard Purchase Order that are in conflict therewith.

20. Taxes:

The City is exempt from State, City and County Sales Taxes per NRS 372.325. The City will furnish Exemption Certificates for Federal Excise Tax when applicable. The successful bidder shall pay all taxes, levies, duties and assessments of every nature, which may be applicable to any work or materials under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes imposed by law. The successful bidder shall make any and all payroll deductions required by law. The successful bidder herein indemnifies and holds the City harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

21. Prevailing Wages:

Bidder is responsible for complying with all applicable local, State and Federal wage laws, whether or not specifically cited in this bid document.

Per NRS Sections 338.020 through 338.090, certain projects defined as "public works" require the payment of the prevailing wage as determined by the Labor Commissioner. Generally speaking, projects/contracts for construction of a public work valued at less than \$100,000 are exempt from the prevailing wage requirement (NRS 338.080). Bidder shall be fully aware of the prevailing wage requirements of the State of Nevada as detailed in NRS Chapter 338 and price their bid response accordingly. Further information concerning Prevailing Wage rates can be found at:

http://labor.nv.gov/PrevailingWage/Public_Works/Prevailing_Wages/

Federal "Davis Bacon" wages may be applicable if the funding for the project includes Federal funds. These requirements are detailed in the "Special Conditions – Federal Requirements" section that will be included in this bid document when such conditions apply. Contractor shall compare the applicable wage rate for each classification used on the project and pay the higher of the two rates (Nevada State Prevailing Wage or Davis Bacon Wage) in each case.

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22. Apprenticeship Utilization Act (This Section IS IS NOT Applicable to this bid):

Senate Bill 207 (Apprenticeship Utilization Act) passed during the 2019 Legislative Session added sections 338.0116 and 338.01165 to the NRS. These new provisions apply to bids for public works where the value exceeds \$100,000.00. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State

A contractor or subcontractor engaged in **horizontal construction** who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 3 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

“Horizontal Construction” means the construction of any fixed work, including any irrigation, drainage, water supply, flood control, harbor, railroad, highway, tunnel, airport or airway, sewer, sewage disposal plant or water treatment facility and any ancillary vertical components thereof, bridge, inland waterway, pipeline for the transmission of petroleum or any other liquid or gaseous substance, pier, and work incidental thereto. The term does not include vertical construction, the construction of any terminal or other building of an airport or airway, or the construction of any other building.

A contractor or subcontractor engaged in **vertical construction** who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 10 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

“Vertical Construction” means the construction or remodeling of any building, structure or other improvement that is predominantly vertical, including, without limitation, a building, structure or improvement for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind, and any improvement appurtenant thereto.

A Public Body/Awarding Body, upon the request of a contractor or subcontractor, **MAY** submit a request for a modification or waiver of the percentage of hours of labor of one or more apprentices prior to (1) the bid advertisement; (2) the bid opening; or (3) the award of the contract if, “Good Cause” exists. The Labor Commissioner may also grant a modification or waiver from the requirements of NRS 338.01165 after work on the public work has commenced.

More information regarding these requirements and forms associated with this act may be found in the section following these General Conditions, labeled “Apprenticeship Requirements.”

23. Conflict of Interest:

No City employee or elected or appointed member of City government, or member of the employee’s immediate family, may participate directly or indirectly in the procurement process pertaining to this bid if they:

- (a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.

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- (b) Are negotiating for or have an arrangement concerning prospective employment with bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the bidder is to report it immediately to the Purchasing Manager. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and bidder may be subject to damages and/or debarment or suspension.

24. Disqualification of Bidder:

Any one or more of the following may be considered as sufficient for the disqualification of a prospective Bidder and the rejection of the Bid:

- (a) The Bidder is not responsive or responsible.
- (b) The quality of services, materials, equipment or labor offered does not conform to the approved plans and specifications.
- (c) There is evidence of collusion among prospective Bidders (Participants in such collusion will receive no recognition as Bidders).
- (d) The Bidder lacks the correct contractor's license classification required for the defined scope of work.
- (e) Lack of competency, understanding of the scope of work, adequate machinery, plant and/or equipment as revealed in routine due diligence associated with bid evaluation.
- (f) Unsatisfactory performance record as shown by past work for the City of Sparks, judged from the standpoint of workmanship, progress, and quality of services/goods provided.
- (g) Uncompleted work which, in the judgment of the City of Sparks, might hinder or prevent the prompt completion of additional work, if awarded.
- (h) Failure to pay or satisfactorily settle all bills due for labor and/or material on any contract(s).
- (i) Failure to comply with any requirements of the City of Sparks.
- (j) Failure to list, as required, all subcontractors who will be employed by the Bidder.
- (k) Any other reason determined, in good faith, to be in the best interest of the City of Sparks.

25. Gratuities:

The City may rescind the right of the bidder to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, cash or otherwise are offered or given by the bidder, or any agent or representative of the bidder, to any officer or employee of the City with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

26. Bidder's Security (This Section IS IS NOT Applicable to this bid):

A bid deposit in an amount equal to at least 5% of the bid may be required as a bid security by the City. The bid security may only be in cash, a cashier's or certified check made payable to the City of Sparks, or a bid bond. If the bid security is a bond, it shall be executed by a surety insurer authorized to issue surety bonds in the State of Nevada. All Bonding Companies must have an "A" rating or better with Moody's or A.M. Best Company, and be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bond and as Acceptable Reinsuring Companies" as published in circular 570 (as amended) by the audit staff, Bureau of Accounts, U.S. Treasury Department. (In other words, the company is T-listed.) The bid security must be executed by the bidder and enclosed with the bid proposal in the sealed bid envelope.

27. Performance and Payment Bonds:

Per NRS 339.025, before any contract, except one subject to the provisions of chapter 408 of NRS, exceeding \$100,000 for any project for the new construction, repair or reconstruction of any public building or other public work or public improvement of any contracting body is awarded to any contractor, he shall furnish to the contracting body the following bonds which become binding upon the award of the contract to the contractor

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(All Bonding Companies must have an “A” rating or better with Moody’s or A.M. Best Company, and be included on the current list of “Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bond and as Acceptable Reinsuring Companies” as published in circular 570 (as amended) by the audit staff, Bureau of Accounts, U.S. Treasury Department. (In other words, the company is T-listed.):

Performance Bond (This Section IS IS NOT Applicable to this bid):

The Contractor awarded this bid will be required to furnish the City with a surety bond conditioned upon the faithful performance of the contract. This may take the form of a bond executed by a surety company authorized to do business in the State of Nevada and approved by the City of Sparks. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. Such bond shall be forfeited to the City in the event that bidder receiving the contract shall fail or refuse to fulfill the requirements and all terms and conditions of the contract.

Payment Bond (This Section IS IS NOT Applicable to this bid):

The Contractor awarded this bid will be required to furnish the City with a payment bond. This may take the form of a bond executed by a surety company authorized to do business in the State of Nevada and approved by the City of Sparks. The bond shall be in a sum equal to one hundred percent (100%) of the amount of the contract price. The bond must be solely for the protection of claimants supplying labor or materials to the contractor to whom the contract was awarded, or to any of his subcontractors, in the prosecution of the work provided for in such contract.

28. Indemnification:

To the fullest extent permitted by law, upon award, Contractor shall hold harmless, indemnify, defend and protect City, its affiliates, officers, agents, employees, volunteers, successors and assigns (“Indemnified Parties”), and each of them from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorney’s fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever (“Claims”) arising out of or related to any act or omission of Contractor, its employees, agents, representatives, or Subcontractors in any way related to the performance of work under this Agreement by Contractor, or to work performed by others under the direction or supervision of Contractor, including but not limited to:

1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons;
2. Damage to property of anyone, including loss of use thereof;
3. Penalties upon violation of any law or regulation caused by Contractor’s action or inaction;
4. Failure of Contractor to comply with the Insurance requirements established under this Agreement;
5. Any violation by Contractor of any law or regulation in any way related to the occupational safety and health of employees.

In determining the nature of the claim against City, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against City.

If City’s personnel are involved in defending such actions, Contractor shall reimburse City for the time and costs spent by such personnel at the rate charged City for such services by private professionals.

In cases of professional service agreements, requiring professional liability coverage:

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If the insurer by which a Consultant is insured against professional liability does not so defend the City and applicable agents and/or staff, and the Consultant is adjudicated to be liable by a trier of fact, the City shall be entitled to reasonable attorney’s fees and costs to be paid to the City by the Consultant in an amount which is proportionate to the liability of the of the Consultant.

Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

29. Insurance:

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THE APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

The City may, unless otherwise required by law, waive or reduce the insurance requirements itemized here, at the discretion of the city’s Contracts and Risk Manager.

Should work be required on City premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of insurance for the types of coverage, limits of insurance and other terms specified herein, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

Contractor shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. All insurers must have AM Best rating not less than A-VII, and be acceptable to the City. Contractor shall furnish copies of certificates of insurance evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this contract at City’s option. If Contractor fails to maintain the insurance as set forth herein, City shall have the right, but not the obligation, to purchase said insurance at Contractor’s expense.

Contractor shall provide proof of insurance for the lines of coverage, limits of insurance and other terms specified below prior to initiation of any services. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks. Contractor and any of its subcontractors shall carry and maintain coverage and limits no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater.

Applicable to this Contract	Insurance Type	Minimum Limit	Insurance Certificate	Additional Insured	Waiver of Subrogation
Yes	General Liability/Umbrella (Excess) Liability	\$2,000,000	✓	✓	✓

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Yes	Automobile Liability	\$1,000,000	✓	✓	
Yes	Workers' Compensation	Statutory	✓	N/A	✓
Yes	Employer's Liability	\$1,000,000	✓	N/A	
No	Professional Liability	\$1,000,000	✓	N/A	N/A
No	Pollution Legal Liability	\$1,000,000	✓	N/A	N/A

Commercial General Liability

Contractor shall carry and maintain Commercial General Liability (CGL) and, if necessary to meet required limits of insurance, commercial umbrella/excess liability insurance with a total limit of not less than the limits specified herein.

For contracts that are for the construction or improvement of public facilities, the Contractor shall obtain and maintain products and completed operations liability coverage through the statute of repose after completion of the project. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the named insured's work unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.

Minimum Limits of Insurance

\$2,000,000 Each Occurrence Limit for bodily injury and property damage

\$2,000,000 General Aggregate Limit

\$2,000,000 Products and Completed Operations Aggregate Limit

\$10,000 Medical Expense Limit

If Commercial General Liability Insurance or other form with a general aggregate limit is used, it shall be revised to apply separately to this PROJECT or LOCATION.

Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Commercial General Liability (CGL) "Occurrence" form CG 00 01 04/13 or substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds using the applicable ISO additional insured endorsement(s) or substitute forms providing equivalent coverage, in respects to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its

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officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Primary and Non-Contributory

Contractor's insurance coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City, its officers, agents, employees, and volunteers. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

Waiver of Subrogation

Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Insurer shall endorse CGL policy as required to waive subrogation against the City with respect to any loss paid under the policy.

Endorsements

Policy forms or endorsements are required confirming coverage for all required additional insureds. The forms or endorsements for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CGO 20 10 07/04 and CG 20 37 07/04 or substitute forms providing additional insured coverage for products and completed operations.

A waiver of subrogation in favor of City shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.

Electronic Data Liability

If any underground work will be performed, Contractor shall maintain electronic data liability insurance applicable to the Project and insuring against liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This coverage shall be maintained with a limit of liability of not less than \$1,000,000 and provide coverage at least as broad as electronic data liability coverage form CG 04 37 (or substitute form providing equivalent coverage).

Railroad Protective Liability

For any construction or demolition work within fifty (50) feet of a railroad, Contractor shall maintain Railroad Protective Liability insurance on behalf of and in the name of the railroad, as named insured, with a limit of \$6,000,000 per occurrence or higher limit if required by the railroad. Contractor shall also ensure that any exclusions pertaining to the indemnification of a railroad are removed from its CGL policy or that ISO form CG 24 17 (Contractual Liability-Railroads Endorsements) is included in the coverage.

Business Automobile Liability

Minimum Limits of Insurance

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage or the limit customarily carried by Contractor, whichever is greater. No aggregate limit may apply. Coverage may be combined with Excess/Umbrella Liability coverage to meet the required limit.

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Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/13, CA 00 25 10/13, CA 00 20 10/13 or substitute form providing equivalent coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Pollution liability coverage at least as broad as that provided under the ISO pollution liability—broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached for all contracts involving transportation of “hazardous material” as this term is defined by applicable law, including, but not limited to, waste, asbestos, fungi, bacteria and mold.

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from the ownership, maintenance or use of automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Endorsements

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 10/13 or a substitute form confirming City’s insured status for Liability Coverage under the Who Is An Insured Provision contained in Section II of the coverage form ISO CA 00 01 10/13.

Waiver of Subrogation.

Contractor waives all rights against City, its officers, agents, employees, and volunteers for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Contractor’s insurer shall endorse policy to waive subrogation against City with respect to any loss paid under the policy.

Workers’ Compensation and Employer’s Liability

Contractor shall carry and maintain workers’ compensation and employer’s liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210 or provide proof that compliance with the provisions of Nevada Revised Statutes Chapters 616A-D and all other related chapters is not required. It is understood and agreed that there shall be no coverage provided for Contractor or any Subcontractor of the Contractor by the City. Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the City to make any payment under this Agreement to provide City with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between City and Contractor that Contractor shall procure, pay for and maintain the above-mentioned coverage at Contractor's sole cost and expense.

Should Contractor be self-funded for workers’ compensation and employer’s liability insurance, Contractor shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

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Upon completion of the project, Contractor shall, if requested by City, provide a Final Certificate for itself and each Subcontractor showing that Contractor and each Subcontractor had maintained the required Workers Compensation and Employer’s Liability by paying all premiums due throughout the entire course of the project.

Nevada law allows the following to reject workers’ compensation coverage if they do not use employees or subcontractors in the performance of work under the contract:

- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)
- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS617.207)

If a contractor has rejected workers’ compensation coverage under applicable Nevada law, the contractor must indicate the basis for the rejection of coverage and complete, sign and have notarized an Affidavit of Rejection of Coverage. The Affidavit must be completed, signed and notarized prior to performance of any work.

Minimum Limits of Insurance

Workers’ Compensation:	Statutory Limits
Employer’s Liability:	\$1,000,000 Bodily Injury by Accident – Each Accident
	\$1,000,000 Bodily Injury by Disease – Each Employee
	\$1,000,000 Bodily Injury by Disease – Policy Limit

Coverage Form

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer’s Liability coverage form WC 00 00 07/11 or substitute form providing equivalent coverage.

OTHER INSURANCE COVERAGES (IF APPLICABLE)

Professional Liability Insurance (if Applicable) \$1,000,000 each claim limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services. If coverage is required on a claims-made or claims-made and reported basis, any applicable retroactive or pending & prior litigation dates must precede the effective date of this contract. Continuous coverage shall be maintained, or an extended reporting period shall be obtained for a period of at least three (3) years following completion of the project.

Contractors Pollution Liability Insurance (If Applicable)- \$1,000,000 per occurrence and \$2,000,000 aggregate or whatever amount is acceptable to the City for any exposure to “hazardous materials” as this term is defined in applicable law, including but not limited to waste, asbestos, fungi, bacterial or mold.

Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

City shall be included as an insured under Contractor’s pollution liability insurance.

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If coverage is required on a claims-made or claims-made and reported basis, any applicable retroactive or pending & prior litigation dates must precede the effective date of this contract. Continuous coverage shall be maintained, or an extended reporting period shall be obtained for a period of at least three (3) years following completion of the project.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, Contractor must furnish to City evidence of pollution liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the City under this section must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$2,000,000.

Lower tier sub-subcontractors, Truckers, Suppliers: Evidence confirming lower tier subcontractors, truckers and suppliers are maintaining valid insurance prior to beginning work on the project to meet the requirements set forth herein on Subcontractor, including but not limited to all additional insured requirements of Subcontractor.

ALL COVERAGES

Coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to CITY except for ten (10) days' notice for nonpayment of premium.

DEDUCTIBLES AND RETENTIONS

Any deductibles or self-insured retentions that exceed \$100,000.00 per occurrence or claim must be declared to and approved by the City's Contracts and Risk Manager and prior to signing this Contract. City is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Contract or during the term of any policy must be approved by City's Contracts and Purchasing Manager prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS

Should City and Contractor agree that higher coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount may be borne by City. City retains the option to purchase project insurance through Contractor's insurer or its own source.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the City. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or meet any applicable state and federal laws and regulations for non-admitted insurance placement.

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VERIFICATION OF COVERAGE

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any Work, Contractor must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:

- A. **Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.
- B. **Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.
- C. **Policy Cancellation Endorsement.** Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be suspended, voided, cancelled or non-renewed, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance. If endorsements are not available, Contractor shall be responsible to provide prior written notice to City as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.
- D. **Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

All certificates and endorsements are to be addressed to the City of Sparks, Purchasing Division and be received and approved by City before work commences. The City reserves the right to require complete certified copies of all required insurance policies at any time.

SUBCONTRACTORS

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it, and such coverage and limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to City in this contract.
3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:

General Conditions



- a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
 - c. Terminate the Agreement.
4. If Contractor's liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

30. Safety Program:

Upon award, the Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work. The Contractor shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

1. All employees on the work site and all other persons who may be affected thereby.
2. All the work, materials, and equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

Contractor shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress on the work, all necessary safeguards for safety and protection, including posting danger signs, other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. Contractor shall comply with OSHA'S Hazard Communication Standards.

Contractor shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to the Owner and the Engineer.

31. Award of Contract:

- (a) Bids/Proposals will be analyzed and award will be made to the lowest, responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, total unit cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.
- (b) The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in bids/proposals received; and to select the bid(s) or proposal(s) deemed most advantageous to the City. Should the City elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy. The City may consider bids/proposals submitted on an "all or nothing" basis if the bid/proposal is clearly designated as such.
- (c) The City reserves the right to award one or more contracts on the bids/proposals submitted, either by award of all items to one bidder or by award of separate items or groups of items to various bidders as the interests of the City may require, unless the bidder clearly specifies otherwise in his bid.

General Conditions



- (d) Upon acceptance by the City of Sparks, the solicitation, bid, proposal, or price quotation and issuance of a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating those terms and these General Conditions without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related integrated agreement.

32. Request for Proposal (RFP) Submittals:

In the case of Request for Proposals (RFP's), it should be noted that the documents submitted by prospective bidders are competitive sealed proposals and not competitive sealed bids. When proposals are opened, prices and other information will not be made public until the proposal is awarded. There shall be no disclosure of any bidder's information to competing bidders prior to the award of the proposal.

By their nature, proposals will include a number of variables that will vary based on the complexity of the product or service addressed within the proposal. Therefore, the evaluation of RFP's and the recommendation for award will not be based on price alone. Selection criteria will be better defined for each scope of work in the Special Conditions section of this bid.

Upon award of the contract, the executed contract and proposals will become public information. Accordingly, each proposal should be submitted on the vendor's most favorable terms from a price and technical standpoint.

33. Bidder Preference Law (This Section IS IS NOT Applicable to this bid):

This project will be bid and awarded under the Provisions(s) of NRS 338.147, which restricts preference given to certain contractors on Public Works Projects. The NRS cited in this section is meant to be a reference only. Each bidder shall acquaint himself with the latest provisions of NRS 338.147.

If the Contract for any Public Works Construction Project is expected to cost \$250,000 or more, then all Contractors wishing to receive benefit of their preference status in the evaluation of bids must submit a copy of their Certificate of Bidder Preference issued by the State Contractor's Board. (Call 775-688-1141 or 775-486-1100 to obtain certification information from the State Contractors Board). Contractors who do not submit a preference certificate at the time of their bid are presumed to have wished not to exercise the benefit of their preference, or do not possess the certificate of eligibility.

To the extent Contractor has sought, qualified and receives a bidding preference on this project, pursuant to Nevada Revised Statutes Chapter 338, Contractor acknowledges and agrees that the following requirements will be adhered to, documented and attained for the duration of the Project:

1. At least 50 percent of the workers employed on the Project (including subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
2. All vehicles used primarily for the public work will be (a) registered and (where applicable) partially apportioned to Nevada; or (b) registered in Nevada; and
3. The Contractor shall maintain and make available for inspection within Nevada all payroll records related to the Project.

Contractor recognizes and accepts that failure to comply with any requirements herein shall be a material breach of the contract and entitle the City of Sparks to liquidated damages in the amount set by statute. In addition, the

General Conditions



Contractor recognizes and accepts that failure to comply with any requirements herein may lose its certification for a preference in bidding and/or its ability to bid on any contracts for public works pursuant to NRS Chapter 338.

To the extent Contractor has sought, qualified and receives a bidding preference, and this project has a value of over \$250,000 pursuant to Nevada Revised Statutes Chapter 338, each contract between the contractor, applicant or design-build team and a subcontractor must provide for the apportionment of liquidated damages assessed pursuant to this section if a person other than the Contractor was responsible for the breach of a contract for a public work caused by a failure to comply with a requirement of Items 1-3 within this section. The apportionment of liquidated damages must be in proportion to the responsibility of each party for the breach.

This section shall not be applicable for projects in which some or all of the funding comes from Federal sources.

34. Tie Bids:

Should identical low, responsive and responsible bids be received from two bidders, the City of Sparks Purchasing Manager shall notify all parties involved in the tie and may at his option utilize a coin-flip to determine the low bidder who shall be recommended for award. Or;

Should there be three or more low, responsive and responsible tie bids the Purchasing Manager shall exercise the following tie breaking method, unless another alternative is apparent and prudent: The City of Sparks Purchasing Manager shall set a mutually agreed upon time where, in his office, he shall shuffle a new deck of playing cards and have each bidder's representative cut the cards. The tie bidder who cuts the highest card (with Ace high) shall be recommended for bid award.

35. Appeals/Protests – Bids Only (Not Applicable to Request for Proposals):

A person who submits a bid on a contract may, after the bids are opened and within 5 business days after the date the "Recommendation to Award" is issued by the City, unless otherwise stated in the Special Conditions, file a notice of protest regarding the awarding of the contract. The City's "Recommendation to Award" will be dated and posted on the City's public website within the area where bid notices and bid re-caps are posted (Currently: <http://www.cityofsparks.us/bids>).

- (a) A notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.
- (b) A person filing a notice of protest may be required by the governing body or its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:
 - (1) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest;
 - or
 - (2) Two hundred fifty thousand dollars (\$250,000).
- (c) A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the governing body or its authorized representative on the protest.

General Conditions



- (d) A person who submits an unsuccessful bid may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.
- (e) A governing body or its authorized representative is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.
- (f) If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

36. Documentation:

Due to the time constraints that affect contract performance, all required documents, certificates of insurance and bonds shall be provided to the City within ten (10) calendar days following award or date of request by City, whichever is later. Any failure to comply may result in bid being declared non-responsive and rejected, and at City's option, the bid bond may be attached for damages suffered.

37. Discounts:

- (a) Prompt payment discounts will not be considered in evaluating bids for award. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- (b) In connection with any discount offered, time will be computed from date of delivery and acceptance, or invoice receipt, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.
- (c) Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the Purchase Order.

38. Seller's Invoice:

Invoices shall be prepared and submitted in duplicate to the address shown on the Purchase Order. Separate invoices are required for each Purchase Order. Invoices shall contain the following information: Purchase Order number, item number, description of supplies or services, sizes, unit of measure, quantity, unit price and extended totals.

39. Inspection and Acceptance:

Inspection and acceptance will be at destination unless specified otherwise, and will be made by the City department shown in the shipping address or other duly authorized representative of the City. Until delivery and acceptance, and after any rejection, risk of loss will be on the bidder unless loss results from negligence of the City.

40. Lost and Damaged Shipments:

Risk of loss or damage to items prior to the time of their receipt and acceptance by the City is upon the bidder. The City has no obligation to accept damaged shipments and reserves the right to return at the bidder's expense damaged merchandise even though the damage was not apparent or discovered until after receipt of the items.

General Conditions



41. Late Shipments:

Bidder is responsible to notify the City department receiving the items and the Purchasing Manager of any late or delayed shipments. The City reserves the right to cancel all or any part of an order if the shipment is not made as promised.

42. Document Ownership:

All technical documents and records originated or prepared pursuant to this contract, including papers, reports, charts, and computer programs, shall be delivered to and become the exclusive property of the City and may be copyrighted by the City. Bidder assigns all copyrights to City by undertaking this agreement.

43. Advertisements, Product Endorsements:

City employees and agencies or organizations funded by the City of Sparks are prohibited from making endorsements, either implied or direct, of commercial products or services without written approval of the City Manager. No bidder may represent that the City of Sparks has endorsed their product or service without prior written approval.

44. Vendor Workplace Policies

No Vendor providing a service, program or activity to the public on behalf of the City shall discriminate against any person because of sex, race, color, creed, national origin or disability. Vendor, if providing a service, program or activity to the public on behalf of the City, shall comply with the Americans with Disability Act and City's policies pursuant thereto when providing said service, program or activity.

The City of Sparks is an Affirmative Action/Equal Opportunity Employer. Bidders shall be cognizant of the requirements for compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in regulations of the U.S. Department of Labor (41 CFR part 60).

45. Business License Requirement:

All companies doing business with, or within, the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to the commencement of work per Sparks Municipal Code Section 5.08.020A. Bidder(s) awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already possess one.

46. City Provisions to Prevail:

Except as indicated in the specifications, the City's standard General Conditions shall govern any contract award. Any standard terms and conditions of bidder submitted by bidder shall not be acceptable to City unless expressly agreed to by the City. The City reserves the right to reject bidder's bid as non-responsive, to consider the bid without bidder's standard terms and conditions, or to require bidder to delete reference to such, as a condition of evaluation or award of the bid. If, after award of contract, bidder (contract vendor) provides materials or services accompanied by new or additional standard terms or conditions, they too shall be considered void and City may require deletion as a further condition of performance by vendor.

47. Invalid Provisions:

In the event that any one or more of the provisions of this agreement shall be found to be invalid, illegal or unenforceable, the remaining provisions shall remain in effect and be enforceable.



48. Amendments and Modifications:

The Purchasing Manager may at any time, by written order, and without notice to the sureties, make a modification to the contract or an amendment to the Purchase Order, within the general scope of this contract, in (1) quantity of materials or service, whether more or less; (2) drawings, designs, or specifications, where the supplies to be furnished are to be specially manufactured for the City; (3) method of shipment or packing; and (4) place of delivery. If any such change causes an increase or decrease in the cost or the time required for the performance of this contract, an equitable adjustment shall be made by written modification of the contract or amendment to the Purchase Order. Any claim by the bidder for adjustment under this clause must be asserted within 30 calendar days from the notification date.

49. Assignment:

Vendor shall not assign or delegate duties or responsibilities under this agreement, in whole or in part, without prior written approval of the City.

50. Disputes After Award:

Except as otherwise provided in these provisions, any dispute concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Purchasing Manager, who shall reduce this decision to writing and mail a copy to the bidder. The decision of the Purchasing Manager shall be final and conclusive, unless bidder requests arbitration within ten (10) calendar days. Pending final decision of a dispute, the bidder shall proceed diligently with the performance of the contract and in accordance with the Purchasing Manager's decision.

51. Arbitration after Award:

Any and all disputes, controversies or claims arising under or in connection with the contract resulting from this bid, including without limitation, fraud in the inducement of this Contract, or the general validity or enforceability of this Contract, shall be governed by the laws of the State of Nevada without giving effect to conflicts of law principles, may be submitted to binding arbitration before one arbitrator, and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in a private manner in Washoe County, Nevada. This award shall be final and judgment may be entered upon it in any court having jurisdiction thereof. In reaching this final award, the arbitrator shall have no authority to change or modify any provision of this Contract. All other expenses of arbitration shall be borne equally by the parties. All fees, including legal fees, shall be borne by the party who incurred them. All costs of enforcement shall be borne by the losing party. Each party shall have the right to discovery in accordance with the Nevada Rules of Civil Procedure.

52. Lawful Performance:

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

53. Annual Appropriation of Funds:

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1st and ends June 30th of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

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Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of this contract due to lack of appropriation shall be without penalty.

54. Extension:

When in the City's best interest, this agreement may be extended on a daily, month-to-month, or annual basis by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing, terms, and conditions, as described herein.

55. Termination:

The City may terminate this agreement and be relieved of any consideration to the vendor should vendor fail to perform in the manner required. Furthermore, the City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the vendor. In the event of termination, the full extent of City liability shall be limited to an equitable adjustment and payment for materials and/or services authorized by and received to the satisfaction of the City prior to termination.

56. Venue:

This agreement shall be governed by and interpreted according to the laws of the State of Nevada, and venue for any proceeding shall be in Washoe County.

Special Conditions and Specifications (Specific to Project)

In instances where the Special Conditions conflict with the General Conditions, the Special Conditions will prevail with respect to that instance or item(s).

SPECIAL PROVISIONS
MARINA PARK PLAYGROUND IMPROVEMENTS
Bid Number 20/21-020 / PWP# WA-2021-283

These Special Provisions supplement and modify the "Standard Specifications for Public Works Construction" (Orange Book), Latest Edition, and adopted by the City of Sparks, Nevada. All of the requirements and provisions of said Standard Specifications shall apply except where modified by the City General Conditions, contract forms, plans, technical specifications and these Special Provisions (all contained within this bid document).

SECTION 1: SCOPE OF WORK

Workscope: The work performed under this contract consists of, but is not limited to: construction of the Sparks Marina Inclusive Playground Improvement Project including mobilization, 6' temporary site safety fencing, all bonding and permitting, demolition and removal of existing conditions (as shown on plans), lowering of one existing manhole collar, playground drainage components, sub-grade preparation, Type II base installation, compaction, concrete sidewalk, playground concrete curbing, concrete mow curb, block seating wall, fencing and gates, shade shelters, modification of the irrigation system and miscellaneous landscape improvements, installation of park appurtenances; installation of City supplied play equipment and all appurtenant work necessary to complete the project as stated in the plans and bid specifications. The location of the work is at Sparks Marina Park (300 Howard Drive, Sparks, NV, 89434) and is within the City limits of the City of Sparks, Washoe County, Nevada, and is more specifically designated in the plans for this project.

SECTION 2: SPECIAL PROVISIONS

The requirements set forth in these "Special Provisions" shall be used in addition to those set forth in "Standard Specifications for Public Works Construction".

SECTION 3: STANDARD SPECIFICATIONS AND DETAILS

All materials furnished and work performed shall be done in accordance with the latest edition of the Standard Specifications for Public Works Construction (hereinafter designated "Standard Specifications"), and any revisions thereto if not covered or amended by the Special Technical Provisions; and the Standard Details for Public Works Construction (hereinafter designated "Standard Details"), except as modified by the drawings.

SECTION 4: NOTICE TO PROCEED

Contract time will begin on the date specified in the "Notice to Proceed", unless operations begin at an earlier date, in which case the date that such operations begin will apply. The CONTRACTOR shall immediately begin and diligently prosecute the work to completion. The CONTRACTOR shall obligate himself to complete the work within the stated working days.

SECTION 5: WORKING DAYS

The work to be performed under this contract shall be commenced after all executed Contract Documents have been submitted, within five (5) calendar days of the commencement date set forth in the Notice to Proceed. The work, including any and all alternates and options, shall be completed within ninety (90) calendar days after the commencement date set forth in the Notice to Proceed.

SECTION 6: LIQUIDATED DAMAGES

In case all work called for under the contract is not completed before or upon the expiration of the time limits set forth above, it is agreed by the parties to the contract that damage will be sustained by the City and that it will be impracticable to determine accurately the actual damage the City will sustain in the event of any such delay. Therefore, the CONTRACTOR shall pay to the City, ONE THOUSAND DOLLARS (\$1,000.00) for each and every calendar days delay in finishing the work in excess of the number of calendar days prescribed and the City shall further have the right to charge to the CONTRACTOR, his heirs, assigns or sureties and to deduct from the final payment for the work, all or any part as it may deem proper of the actual cost of which are directly chargeable to the contract and which accrue during the period of such extensions, except that the cost of the final surveys and preparation of final estimate shall not be included in such charges. The City may deduct this amount from any money due or that may become due the CONTRACTOR under the contract. This payment shall not be considered as a penalty, but as liquidated damages suffered by the City on account of the failure of the CONTRACTOR to complete the work within the time limit of the contract.

SECTION 7: EXCUSABLE DELAYS

The CONTRACTOR shall not be assessed with liquidated damage nor the cost of engineering inspection during any delay in the completion of the work caused by acts of God, the public enemy, fire, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather, or due to such causes, provided that the CONTRACTOR shall within ten (10) days from the beginning of such delay notify the Project Coordinator in writing of the causes of delay. The Project Coordinator's findings of the facts thereon shall be final and conclusive.

SECTION 8: INTENT OF THE PLANS AND SPECIFICATIONS

The intent of the plans and specifications is to prescribe a complete outline of work, which the CONTRACTOR undertakes to do in full compliance with the contract.

The CONTRACTOR shall furnish all required materials, equipment, tools, labor and incidentals, unless otherwise provided in the contract and shall include the cost of these items in the contract unit prices for the several units of work. All items of work called for on the plans or in the specifications and not included as a separate item in the proposal shall be considered as incidental to the other items listed in the proposal and the payment for such incidental items shall be considered as included in the contract unit prices bid.

SECTION 9: AUTHORITY OF THE PROJECT COORDINATOR AND INSPECTOR

All work shall be done under the supervision of the Project Coordinator acting on behalf of the City. He shall decide all questions that arise as to the quality and acceptability of materials furnished, work performed, manner of performance, rates of progress, interpretation of the plans and specifications, acceptable fulfillment of the contract and compensation under the specifications. He shall determine the amount of work performed and materials furnished, and his decision and estimate shall be final. His estimate shall be "condition precedent" to the right of the CONTRACTOR to receive money due him under the contract. The Project Coordinator does not have authority to authorize changes in plans and specifications without prior written approval of the Engineer/Landscape Architect.

The City shall provide an inspector who will represent the City and the Engineer and shall make inspections of all work, sample and test materials and do such other work relative to supervision of the project as he may be assigned by the City. All instructions given by the inspector are subject to approval by the Engineer.

SECTION 10: CHANGE ORDERS

The City of Sparks reserves the right to make alterations or supplements to the Contract. Change Order Forms are required for all changes in decreases and/or increases of quantities and/or dollar amount changes in accordance with the "Standard Specifications".

SECTION 11: COOPERATION WITH OTHER CONTRACTORS

The CONTRACTOR shall cooperate with other CONTRACTOR's who may be employed by the City on construction of other work adjacent to or in the proximity of the location of the project.

SECTION 12: DISPOSAL OF EXCESS AND WASTE MATERIALS

Trash, construction debris, cleared vegetation, excavated material unsuitable to be incorporated in the construction shall become the property of the CONTRACTOR and shall be removed by the CONTRACTOR and shall be legally disposed of offsite in accordance with all federal, state and local regulations.

SECTION 13: LIMITS OF CONTRACTOR'S OPERATIONS

The CONTRACTOR will confine his operations within the limitations of construction easements or limits as shown on the drawings. If the CONTRACTOR's operations result in damage to any publicly or privately owned facilities outside the limitations of the construction easement, the CONTRACTOR shall, at his expense, repair such damage or indemnify the owner of the damaged property.

If the CONTRACTOR negotiates with property owners for the use of land for construction operations outside the limits of the construction easements, he shall do so at his own risk and the City will assume no liability for such use of private property. All agreements between the CONTRACTOR and private property owners shall be in writing and the City will be furnished copies of such agreements.

SECTION 14: PROTECTION OF EXISTING UTILITIES

The location of existing utilities and drain lines shown on the plans are not guaranteed but indicates generally their location according to the best knowledge of the Project Coordinator. The CONTRACTOR shall notify Underground Services Alert (USA Dig) at 1-800-227-2600, and NV Energy, Truckee Meadows Water Authority (TMWA), SBC, Charter Communications and other cable companies not less than five (5) working days prior to the start of construction to verify the location and depths of utilities.

The CONTRACTOR shall take inventory of the exact location of all vaults, boxes, conduits, ducts, cables, pipe systems, etc. and shall protect said utilities. Any damage caused by operation of the CONTRACTOR shall be repaired by the CONTRACTOR at his own expense. It shall be the CONTRACTOR's responsibility to contact the impacted utility for any replacement hardware.

The CONTRACTOR shall submit the utility inventory to the Project Coordinator and the utility companies upon the completion of utility lowering activities. The CONTRACTOR shall also keep a copy of the utility location inventory list on the project work site at all times for emergency shutoff purposes.

It shall be the CONTRACTOR's responsibility to adjust all surface mounted utility appurtenances, such as manholes, survey monument covers and valve boxes to grade consistent with the grade of the restored street surface.

SECTION 15: CONTRACT AMOUNT

The total amount payable under this contract shall be determined by the sum of the amounts earned and the various quantities of repairs actually made and determined from unit prices as furnished by the CONTRACTOR in the schedule of prices contained in his proposal. The various quantities of

repairs in the bid proposal are estimates and the City of Sparks reserves the right to vary quantities as may be necessary.

SECTION 16: PRECONSTRUCTION CONFERENCE

After the execution of the contract, but prior to the commencement of any work, a preconstruction conference between the CONTRACTOR, and the City of Sparks will be held at a mutually acceptable time and place.

SECTION 17: MEASUREMENT FOR PAYMENT

Whenever possible, the actual quantities installed or work performed on any project shall be measured on the site of the work by a crew composed of both the CONTRACTOR and the Project Coordinator or Inspector. This combined crew shall record all measured quantities in field notebooks, in legible and understandable entries. The CONTRACTOR and the Department shall each have a set of field notes which are to be in agreement on all quantities and items measured and shall include all work accomplished on the project under contract. Each set of field measurements shall be initialed and dated by responsible representatives of the CONTRACTOR and the Project Coordinator or Inspector participating on the combined crew. In the event that it is not possible to form a combined crew for the measurements, the area repaired shall be measured by the Project Coordinator or Inspector.

SECTION 18: PRE/POST-CONSTRUCTION WALK-THRU

The CONTRACTOR, Inspector, and/or Project Coordinator shall conduct a pre and post construction walk-thru. This shall be accomplished to determine limits of construction and existing conditions at each site and the surrounding area.

The CONTRACTOR will be required to video tape the entire project prior to any construction including all effected properties and staging locations. This tape will be in a VHS, DVD, or on a thumb drive format and a copy of the video will be provided to the City. Areas near the property lines, back of sidewalk and driveways, landscaping, mow strips, fences and edging should be filmed in great detail to avoid any damage or disputes with property owners. The CONTRACTOR will be required to replace and or repair all areas that damaged by construction activities. Areas that are in question or concern should be noted on the video and the contractor should notify the Project Coordinator or inspector.

SECTION 19: WORKING DAY, WORK HOURS, SATURDAY, SUNDAY, HOLIDAY AND OVERTIME WORK

The CONTRACTOR shall not perform any contract work on Saturday, Sunday, legal Holidays and outside of the twelve (12) hours available during a regular working day except as directed and/or approved by the City Project Coordinator and as specified herein. The CONTRACTOR shall not commence Construction operations before seven o'clock (7:00 A.M. Pacific Time) Monday thru Friday and nine o'clock (9:00 A.M. Pacific Time) on the weekend except as directed by the City Project Coordinator and as specified herein.

If the CONTRACTOR plans to perform work outside of the twelve (12) hours available during a regular working day, the CONTRACTOR shall first obtain approval from the City Project Coordinator at least twenty-four (24) hours prior to commencing such overtime work. If the CONTRACTOR plans to perform work on Saturday or Sunday, he/she shall obtain approval by the Thursday prior to work on the Saturday or Sunday for which work is planned. If the CONTRACTOR plans to perform work on a legal Holiday, he/she shall first obtain approval from the City Project Coordinator at least 48 hours in advance.

The CONTRACTOR shall be charged for all of City of Sparks' employee(s) time spent for overtime, Saturday, Sunday or Holiday work, based on the employee's hourly rate, plus benefits. The CONTRACTOR will be notified of the costs incurred and if the payment is not made, such costs will be deducted from any payment due to the CONTRACTOR.

The CONTRACTOR's normal working hours shall be from 7:00 A.M. until 7:00 P.M., Monday through Friday unless otherwise required by these specifications or approved in writing by the City Project Coordinator when requested in writing by the CONTRACTOR, excluding but not limited to, the following legal Holidays, recognized by the City of Sparks:

January 1	New Year's Day
3 rd Monday in January	Martin Luther King, Jr. Birthday
3 rd Monday in February	President's Day
Last Monday in May	Memorial Day
July 4	Independence Day
1 st Monday in September	Labor Day
Last Friday in October	Nevada Day
November 11	Veteran's Day
4 th Thursday in November	Thanksgiving Day
4 th Friday in November	Family Day (day after Thanksgiving)
December 25	Christmas Day

SECTION 20: MATERIAL SUBMITTALS

Submittals for the following items shall be provided at the time of the preconstruction meeting. An electronic copy of each submittal should be submitted unless it is a sample product.

- Aggregate Base
- Concrete Mix Designs
- Pipe Material
- Park appurtenances
- Irrigation (controller, sprinklers, drip, piping etc.)
- ADA Picnic tables
- Benches
- Shade Shelters
- Fencing, gates, hardware and emergency panic bars
- Concrete
- Traffic control/staging area plan
- ADA parking signage
- Playground tiles

SECTION 21: TRAFFIC CONTROL PLANS

All traffic control shall conform to the latest editions of the NDOT Work Zone Traffic Control Handbook and the Manual on Uniform Traffic Control Devices (MUTCD) and as directed by the City of Sparks Public Work Department.

The CONTRACTOR shall designate a Traffic Control Supervisor (TCS), certified by the American Traffic Safety Services Association (ATSSA), who shall be responsible for planning, initiating, installing and maintaining all traffic control devices, as shown on the traffic control plan, as specified in the MUTCD and these specifications. The designated construction TCS shall be available to be contacted twenty-four (24) hours a day, seven (7) days a week, for the life of this Contract.

The traffic control plan shall be scaled such that all proposed signage and traffic control for all streets in the entire unit can be seen on one full size (24"x 36") plan sheet. The CONTRACTOR shall submit two (2) copies of proposed traffic control plan to the Project Coordinator for review and comments five (5) working days prior to the pre-construction meeting. The proposed traffic control plan shall be prepared and signed by a certified TCS, retained by the CONTRACTOR.

The CONTRACTOR's traffic control plans shall include, but not be limited to, the following:

- Proposed construction zone and existing speed limits
- All construction signage
- Message board locations
- Location of flaggers
- Types and locations of traffic control devices
- Temporary lane striping
- Construction phasing
- Lane crossovers between construction phases
- Method for maintaining traffic signal functions
- Special events accommodations
- Detours
- Accommodations for pedestrian, bicycle, and transit facilities

If, during construction, revisions to the accepted plan are necessary or safety or accommodation to traffic, these changes must also be prepared by the ATSSA certified, Traffic Control Supervisor.

The Project Coordinator may authorize a suspension of work during unfavorable weather or other conditions beyond the control of the CONTRACTOR. During such a suspension, the CONTRACTOR shall make passable and shall open to traffic such portions of the project under improvement and such temporary roadways or portions thereof as may be agreed upon between the CONTRACTOR and the City of Sparks Project Coordinator for the accommodation of necessary traffic during the period of suspension. The maintenance of the temporary route, replacement or renewal of any work or materials lost or damaged, removal of any work or materials and temporary maintenance shall be at the expense of the CONTRACTOR.

During non-working hours any hazardous section of the work shall be outlined with markers and flares. If deemed necessary by the Project Coordinator, barricades shall be erected to protect public traffic or he may direct the CONTRACTOR to furnish flagger(s) and pilot cars. Such markers, flares, barricades, flagging or piloting shall be at the expense of the CONTRACTOR.

When the CONTRACTOR's hauling equipment is required to merge with a cross traffic and at such other points which may be necessary to maintain safe traffic conditions, flaggers shall be provided to each side of the impairment to stop and direct traffic.

In case of damage to detours due to storms or other causes, the CONTRACTOR shall at once repair the damage, provide other detours or provide for carrying traffic through construction operations. Water shall be applied at points and in amounts as directed by the Project Coordinator, to keep the roadbed firm, smooth, stable and to reduce the dust hazard to a minimum.

Construction Zone Signs shall be placed on all cross streets where traffic is to be maintained. They shall be placed a sufficient distance from the construction to give motorist's adequate warning of the

construction. None of the provisions herein shall be construed to restrict or prohibit, at any time, the prosecution of items of work, which will not interfere with the use of existing streets.

All flagging, piloting, signs, barricades, maintenance of work, streets, structures, detours, temporary approaches, replacement or renewal of work, water applied for these items or for dust control, shall not be paid for directly, but shall be included in various pay items of the proposal and the CONTRACTOR shall not be paid an additional amount for such work. When so ordered by the Project Coordinator, detours shall be surfaced and the materials needed shall be paid for by the cubic yard or ton as set forth in the pay items of the proposal.

For this project existing roadways will only be allowed to be closed to thru traffic only. Flaggers will be required if Project Coordinator or the Inspector believes it is needed due to current activity or traffic safety. Failure to comply with Flagger requirements will result in an immediate shut down of all construction activity. Work will resume when the flagger requirement has been satisfied.

SECTION 22: CLEANUP AND DUST CONTROL

It shall be the CONTRACTOR's responsibility to provide cleanup and dust control throughout all phases of construction, including suspension of work, and until final acceptance of the project. The CONTRACTOR shall keep the work site and other adjacent areas clean and free from rubbish and debris. The CONTRACTOR shall also abate dust nuisance by cleaning, sweeping, and sprinkling with water, or other means as necessary. A power broom will not be an acceptable means of cleaning the site unless used in conjunction with water to prevent dust from the power broom operation. The use of water resulting in mud on public streets will not be permitted as a substitute for sweeping or other methods. All water used for dust control must be from a potable water source.

All construction procedures shall conform to WCDHD-AQMD standards.

Excess excavated material from trenches, manholes, catch basins or similar structures in public streets shall be removed from the site immediately. At no time will the contractor be allowed to store debris or materials on the street overnight. All asphalt, concrete, soil and aggregate base will be hauled off at the conclusion of each working day. Materials for installation of Drop Inlets (Pipe, boxes frame and cover) will be allowed to be stored onsite with the approval of the project coordinator or inspector. Sufficient material may remain for use as backfill, but shall not remain during non-working hours. Forms and form lumber shall be removed from the site as soon as practical after stripping. No screening of excavated material will be allowed in the street. The CONTRACTOR shall remove all trash from the site in a timely manner. At no time shall the CONTRACTOR permit disposal of trash in any excavation.

Materials and equipment shall be removed from the site as soon as they are no longer necessary; and, upon completion of the work and before final inspection, the entire worksite shall be cleared of equipment, waste and unused materials, construction debris and rubbish so as to present a satisfactory clean and neat appearance.

Care shall be taken to prevent spillage on haul routes. Any such spillage shall be removed immediately, and the area cleaned.

Failure of the CONTRACTOR to comply with the Agency's cleanup orders may result in an order to suspend work until the condition is corrected. Working days will continue to be counted during the suspension. No additional compensation will be allowed as a result of such suspension. No extension of contract time will be allowed as a result of such suspension.

If the contract time expires before final cleanup has been completed, liquidated damages, as specified in the contract, may be imposed.

SECTION 23: FORCE ACCOUNT

THIS ITEM SHALL BE IDENTIFIED AS A CONTINGENT ITEM. The use of this contingent item will be as directed by the Project Coordinator. The quantity of the above contingent item of work, as set forth on the bid schedule represent no actual estimate, is nominal only and may be greatly increased or decreased or reduced to zero. The increase or reduction of this quantity as compared with that set forth on the bid schedule shall not constitute a basis for claim by the CONTRACTOR for extra payment or damages.

Force Account items as defined by the City of Sparks will be additions to the contract arising within the course and scope of the contract for incidental costs due to unforeseen circumstances. Unforeseen circumstances include but are not limited to the following:

Emergency repairs, complications arising with interfacing new improvements to existing improvements, emergency pumping, emergency light/power plants, premium time or overtime to accelerate portions of work, unexpected utility modifications or conflicts, correcting existing substandard work, requested traffic control measures or signage, over-excavation of unsuitable materials, unknown field conditions, underground storage tanks, asbestos encountered, or any other miscellaneous or incidental items related to unforeseen circumstances.

Any force account items shall be adjusted daily upon report sheets, furnished to the Project Coordinator by the CONTRACTOR and signed by both parties. These daily reports shall thereafter be considered the true record of force account items for unforeseen circumstances. No additional incidental work shall be performed or made except upon a written order from the Project Coordinator.

SECTION 24: RECORD DOCUMENTS

The CONTRACTOR shall maintain, in a safe place at the job site, one record copy of the construction Drawings in good order and annotated to show all changes made during construction and all existing facilities exposed during construction. These record drawings shall be kept current and made available to the Project Manager and inspector for reference upon request. CONTRACTOR shall, at the completion of the project, return one completed copy of the Record Drawings to the Project Manager. The City will not release CONTRACTOR's retention until the Record Drawings have been received and reviewed by the Project Manager.

SECTION 25: PROJECT SUPERVISION

The CONTRACTOR will provide a superintendent for this project that is available during working hours. The CONTRACTOR will also provide a foreman for supervision of crews that are currently working on site. A "Working foreman" will not be permitted to supervise daily activities and subcontractors will be subject to this rule as well. Supervision of several crews by one foreman will be permitted; the superintendent can also act as the supervisor of the crews; however, the superintendent must remain on the job at all times during working hours.

SECTION 26: SURVEYING AND TESTING

The city will provide construction surveying for the project. Reference points with grades will be provided as well as any necessary cut sheets. The contractor should exercise extreme care around stakes, PK nails and any reference points. Any re-staking that is needed due to damage by the contractor will be the responsibility of the contractor.

Compaction testing, asphalt and concrete testing will be provided by the city. 24 hour notice must be given by the contractor to the project coordinator or inspector prior to any testing. Three copies of aggregate base, concrete and asphalt submittals will be required for approval prior to any installation.

SECTION 27: COORDINATION WITH CITY AND PLAY EQUIPMENT DELIVERY

The city is purchasing and supplying the play equipment for the project. The contractor will coordinate with the City with regards to receiving of play equipment at a mutually agreed to location. Inventory, transportation, and delivery of the play equipment from the storage site to Sparks Marina Park shall be the responsibility of the contractor.

SECTION 28: PLAY EQUIPMENT

All play equipment shall be installed/erected by a Certified Playground Installer. Must be certified by the manufacturer. Playground equipment will be purchased by the City outside of the contract and provided to the contractor for install. All play equipment installation shall be installed by a current licensed contractor that holds a C25 license for playground installations. Bidder shall provide proof of certification and a list, with contact information, of a minimum of three (3) similar playground installations completed by the qualified playground installer within the last five (5) years prior to award of the contract.

SECTION 29: PLAYGROUND TILE/PCC 2' APRON

The tile must be installed by a certified playground rubber tile contractor. Bidder shall provide proof of certification and a list, with contact information, of a minimum of three (3) similar playground installations completed by the qualified tile installer within the last five (5) years prior to award of the contract.

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BID ITEM CLARIFICATIONS
MARINA PARK PLAYGROUND IMPROVEMENTS
BID # 20/21-020 / PWP # WA-2021-283

It is the responsibility of the contractor to field verify all quantities prior to bid submission. Quantities are estimated only and must be verified prior to bid submission. If there are any discrepancy with the quantities shown on the plans versus the actual field quantities it will be the responsibility of the contractor to furnish and install the actual quantities at no additional cost to City of Sparks post bid submission.

- 1.0 MOBILIZATION, SITE SAFETY FENCING, AND BONDING: Shall include (but not limited to) all mobilization of equipment, personnel, tools, site amenities, and all other items necessary for successful completion of the project based on all construction documentation, complete in place. Contractor to furnish and install six-foot (6') temporary chain link fencing around the entire playground, playground 'Under Construction' signage, tree protection (if applicable), video or photographing of site prior to construction, temporary construction access road or entry point for the area of construction and all de-mobilization items, complete in place. This bid item shall include all permit fees, bonding and contract costs not included or specified in any other bid item.
- 2.0 DEMOLITION AND REMOVAL: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful completion of the demolition of all existing conditions as shown on the plans. Contractor to protect in place all existing conditions shown to remain in place. Demolition items to include, existing sand and bark play surface, existing play equipment, concrete curbing, subgrade soils as needed to achieve proper depth of proposed base aggregate, existing lawn/turf as shown, and all other miscellaneous items as needed, complete in place. Contractor to include all legal dumping and disposal fees.
- 3.0 IRRIGATION MODIFICATIONS: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful completion of the irrigation modifications as shown on the plans. Modifications to include, all proposed sleeving, removal, relocation, or repair of existing spray irrigation as shown on the construction drawings, complete in place.
- 4.0 LOWERING OF MANHOLE COLLAR: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful completion of lowering the existing manhole collar that is shown on the construction drawings, complete in place.
- 5.0 DRAINAGE COMPONENTS: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful completion of the drainage system as shown. To include, all trenching, removal/disposal of excess soil, french drain, solid drain piping, and drainage tie into the existing stormwater drain inlet as shown, complete in place. Note: this bid item does NOT include the French drain behind the seating wall. See Block Seating Wall and Cap bid item for inclusion of the French drain behind the wall.
- 6.0 SUB-GRADE PREPARATION AND BASE AGGREGATE: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful completion of the subgrade compaction to ninety percent (90%) relative compaction, furnish/installation the Type II base aggregate (depth of base to be determined by finish sub-grade elevation, however contractor to ensure at least a four-inch (4") minimum depth), fine grading of base aggregate and base aggregate compaction completed in four-inch (4") lifts to ninety-five percent (95%) relative compaction, complete in place.

- 7.0 BLOCK SEATING WALL AND CAP: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful completion of the block seating wall and cap as shown. To include, wall excavation and grading, French drain, subgrade compaction to ninety percent (90%) relative compaction, furnish/installation of various depths of the Type II base aggregate (depth of base to be determined by finish sub-grade elevation, however contractor to ensure at least a four-inch (4") minimum depth), fine grading of base aggregate and base aggregate compaction completed in four-inch (4") lifts to ninety-five percent (95%) relative compaction, washed concrete sand leveling layer, furnish and installation of block wall, glue and cap, and backfilling of native soils, complete in place. Note: this bid item does not include the "SleeveIt" fence sleeves. See SleeveIt bid item for inclusion of the fence post SleeveIt installation.
- 8.0 6x12 CONCRETE CURBING: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful completion of the six-inch by twelve-inch (6x12) concrete curbing as shown. To include subgrade compaction to ninety percent (90%) relative compaction, furnish/installation of the Type II base aggregate (depth of base to be determined by finish sub-grade elevation, however contractor to ensure at least a four-inch (4") minimum depth), fine grading of base aggregate, base aggregate compacted in four-inch (4") lifts to ninety-five percent (95%) relative compaction and concrete curbing, complete in place.
- 9.0 6x6 CONCRETE MOW CURBING: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful completion of the six-inch by six-inch (6x6) concrete mow curbing as shown. To include subgrade compaction to ninety percent (90%) relative compaction, furnish/installation of the Type II base aggregate, fine grading of base aggregate, base aggregate compacted in four-inch (4") lifts to ninety-five percent (95%) relative compaction and concrete curbing, complete in place.
- 10.0 16'x16' SHADE SHELTER: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful complete installation of the 16'X16' fabric shade shelter as shown. To include, purchasing, stamped engineered drawings from manufacturer, delivery, unloading, storage, delivery to site, layout, footing excavation, single post square fabric shade shelter installation and concrete footing, complete in place.
- 11.0 12'x12' SHADE SHELTER: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful complete installation of the 12'X12' fabric shade shelter as shown. To include, purchasing, stamped engineered drawings from manufacturer, delivery, unloading, storage, delivery to site, layout, footing excavation, single post square fabric shade shelter installation and concrete footing, complete in place.
- 12.0 CONCRETE SIDEWALK WITH THICKENED EDGE: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful completion of the concrete sidewalk with thickened edge as shown. To include subgrade compaction to ninety percent (90%) relative compaction, furnish/installation of the Type II base aggregate (depth of base to be determined by finish sub-grade elevation, however contractor to ensure at least a four-inch (4") minimum depth), fine grading of base aggregate, base aggregate compacted in four-inch (4") lifts to ninety-five percent (95%) relative compaction, concrete sidewalk with thickened edge and broom finish, complete in place.
- 13.0 FURNISH AND INSTALL PLAYWORLD #20-2476A PLAY EQUIPMENT: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for

successful completion and installation of the Playworld play equipment as shown. Scope of work to include, receiving of play equipment, unloading equipment, inventory of all equipment prior to acceptance from delivery/shipping company, storage, delivery to the site, layout, footing excavation, erection/installation of play equipment, leveling of play equipment and concrete footings, complete in place. **NOTE: City of Sparks will purchase separately the play equipment. This bid item shall include (but not limited to) initial delivery offloading at mutually accepted location, inventory of playground equipment, and delivery from the location to the construction site, unloading of play equipment and then all associated work required for the installation as specified in the plans, complete in place. Refer to bid document Appendix for proposed playground equipment provided by the City.**

14.0 FURNISH AND INSTALL MIRACLE MUSEUM PLAY EQUIPMENT: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful completion and installation of the Miracle Museum play equipment as shown. Scope of work to include, receiving of play equipment, unloading equipment, inventory of all equipment prior to acceptance from delivery/shipping company, storage, delivery to the site, layout, footing excavation, erection/installation of play equipment, leveling of play equipment and concrete footings, complete in place. **NOTE: City of Sparks will purchase separately the play equipment. This bid item shall include (but not limited to) initial delivery offloading at mutually accepted location, inventory of playground equipment, and delivery from the location to the construction site, unloading of play equipment and then all associated work required for the installation as specified in the plans, complete in place. Refer to bid document Appendix for proposed playground equipment provided by the City.**

15.0 FURNISH AND INSTALL QUIET GROVE PLAY EQUIPMENT: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful completion and installation of the Quiet Grove play equipment as shown. Scope of work to include, purchasing of play equipment, receiving of play equipment, unloading equipment, inventory of all equipment prior to acceptance from delivery/shipping company, storage, delivery to the site, layout, footing excavation, erection/installation of play equipment, leveling of play equipment and concrete footings, complete in place. **NOTE: City of Sparks will purchase separately the play equipment. This bid item shall include (but not limited to) initial delivery offloading at mutually accepted location, inventory of playground equipment, and delivery from the location to the construction site, unloading of play equipment and then all associated work required for the installation as specified in the plans, complete in place. Refer to bid document Appendix for proposed playground equipment provided by the City.**

16.0 2' PCC CONCRETE APRON AND FLATWORK BELOW RUBBER TILES: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful completion of the 2' wide PCC concrete apron and the concrete pads located below the rubber tiles for the specified play equipment as shown. To include subgrade compaction to ninety percent (90%) relative compaction, furnish/installation of the Type II base aggregate (depth of base to be determined by finish sub-grade elevation, however contractor to ensure at least a four-inch (4") minimum depth), fine grading of base aggregate, base aggregate compacted in four-inch (4") lifts to ninety-five percent (95%) relative compaction, concrete flatwork, and Sikaflex control joint sealant, complete in place. Note: this bid item includes trowel finish on the concrete. Do NOT broom finish.

17.0 FURNISH AND INSTALL RUBBER TILE FALL SAFETY SURFACE: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful completion of the rubber tile fall safety surfacing. To include purchasing of rubber tiles,

shipping, unloading, storage of tiles, delivery of tiles to the site and installation of tiles glued into place, complete in place. Install per manufacturer recommendations.

- 18.0 MISCELLANEOUS LANDSCAPE AND IRRIGATION: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful completion of the miscellaneous landscape and/or irrigation proposed on the construction drawings as shown. To include, turf/lawn repair, river rock mulch with landscape fabric above the seating wall, five (5) 2-1/2" caliper deciduous trees and all associated irrigation as needed, complete in place.
- 19.0 SLEEVEIT FENCE POST SLEEVES: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful completion of the SleeveIt fence post sleeves that are located behind the seating wall as shown. To include, purchasing of sleeves, shipping, unloading, delivery to site and installation as shown, complete in place. Note: this bid item does NOT include the fencing purchase or installation.
- 20.0 5' TALL FENCING: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful complete installation of the five-foot tall (5') fencing as specified, complete in place. Note: this bid item is to include all fencing furnishing and installation including the fencing located above the seating wall in the SleeveIT sleeves.
- 21.0 42" x 5' PEDESTRIAN GATES: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful complete installation of the three (3) forty-two inch (42") wide by five-foot (5') tall pedestrian gates, complete in place as shown. To include all gates, hardware, emergency panic hardware, and latches as specified, complete in place.
- 22.0 RE-INSTALLATION OF MEMORIAL BENCH AND PLAQUE: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful complete re-installation of the existing bench and memorial plaque as shown, complete in place. To match existing conditions.
- 23.0 ADA PICNIC TABLE: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful complete installation of the ADA picnic tables as shown, complete in place.
- 24.0 6' BENCHES WITH BACK: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful complete installation of the six-foot (6') benches as shown, complete in place.
- 25.0 TRASH RECEPTACLES: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful complete installation of the trash receptacles and lids as shown, complete in place.
- 26.0 PARKING LOT STRIPING AND BREAKAWAY SIGNAGE: Shall include (but not limited to) all de-mobilization of equipment, personnel, tools, site amenities, and all other items necessary for successful completion of the proposed parking lot changes, parking lot striping, ADA markings, and the ADA breakaway signage as shown, complete in place.
- 27.0 DE-MOBILIZATION, SITE CLEAN UP AND MISC SITE REPAIR: Shall include (but not limited to) all de-mobilization of equipment, personnel, tools, site amenities, and all other items necessary for successful completion of the project based on all construction documentation, complete in place.

To include temporary construction access road repair or entry point for the area of construction repair, all de-mobilization items, and any miscellaneous items not covered in other bid items, complete in place.

28.0 PLAYGROUND SAFETEEY AUDIT: Shall include (but not limited to) all equipment, personnel, tools, site amenities, and all other items necessary for successful completion of a comprehensive playground safety audit performed by a Certified Playground Safety Inspector as specified (Sheet L5, Final Completion Playground Safety Audit), complete in place.

29.0 FORCE ACCOUNT: Shall include (but not limited to) a force account for any additional items that may present themselves during construction and shall be approved by the project coordinator, complete in place.

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A 1

Playworld Custom Layout

#20-2476A



Sparks Marina - Option 1

Sparks, Nevada

20-2476A

Sales Representative





Equipment Manufacturer



POST & COMPONENT

-  Cobalt
-  Teal
-  Chartreuse

ROTOMOLD PLASTIC

-  Brownstone
-  Chartreuse

2-COLOR PLASTIC

-  Cobalt-Sand
-  Lime-Sand

ECO-ARMOR

-  Gray
-  ROPE, BOULDERS & SHADE
-  Black



Sparks Marina - Option 1

Sparks, Nevada

20-2476A

Sales Representative



Equipment Manufacturer



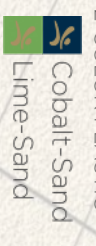
POST & COMPONENT



ROTOMOLD PLASTIC



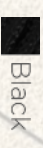
2-COLOR PLASTIC

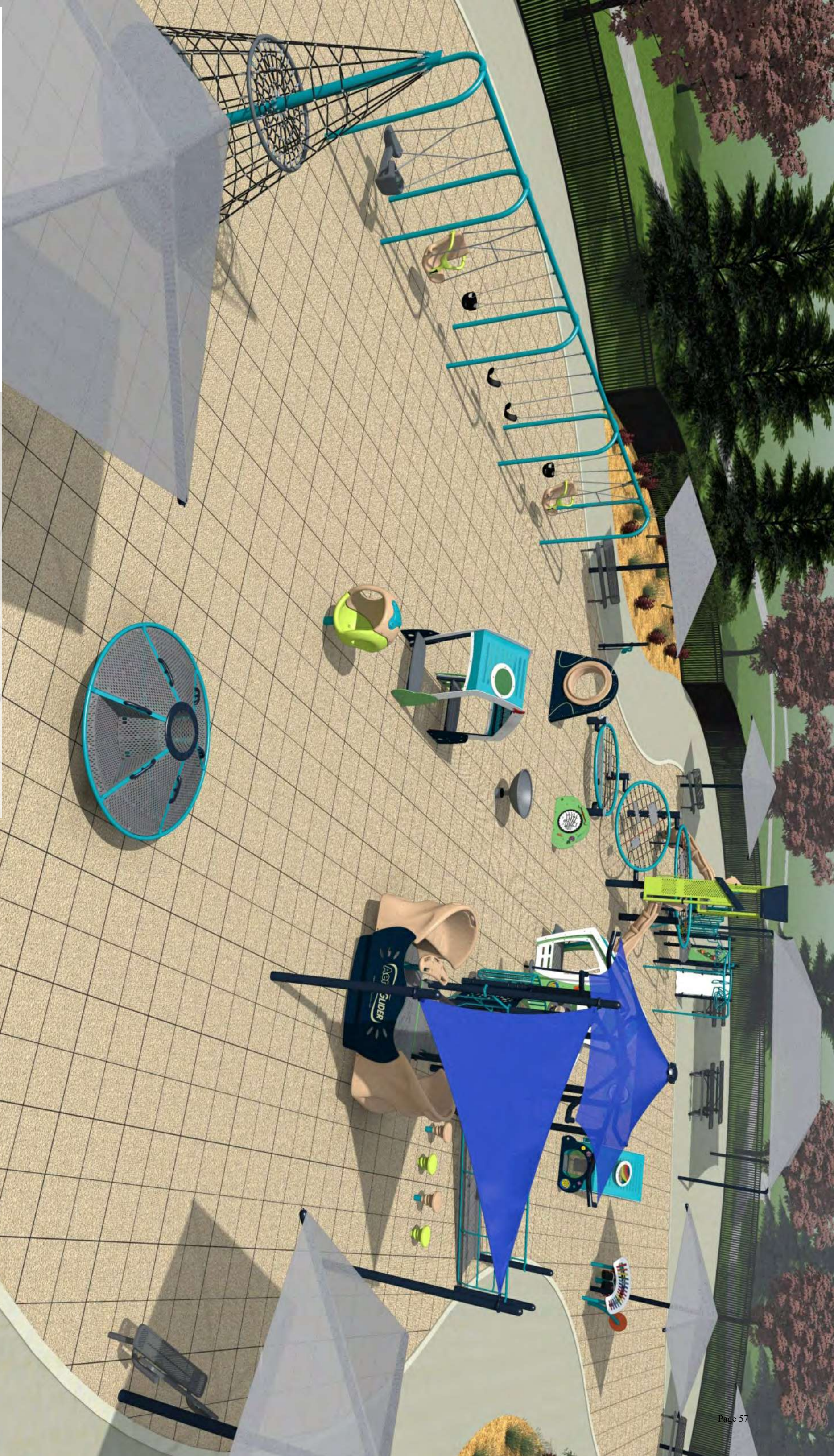


ECO-ARMOR



ROPE, BOULDERS & SHADE





Sparks Marina - Option 1

Sparks, Nevada

20-2476A

Sales Representative



Equipment Manufacturer



POST & COMPONENT

- Cobalt
- Teal
- Chartreuse

ROTMOLD PLASTIC

- Brownstone
- Chartreuse

2-COLOR PLASTIC

- Cobalt-Sand
- Lime-Sand

ECO-ARMOR

- Gray

ROPE, BOULDERS & SHADE

- Black



Sparks Marina - Option 1

Sparks, Nevada

20-2476A

Sales Representative



Equipment Manufacturer



POST & COMPONENT

-  Cobalt
-  Teal
-  Chartreuse

ROTOMOLD PLASTIC

-  Brownstone
-  Chartreuse

2-COLOR PLASTIC

-  Cobalt-Sand
-  Lime-Sand

ECO-ARMOR

-  Gray

ROPE, BOULDERS & SHADE

-  Black



Sparks Marina - Option 1

Sparks, Nevada

20-2476A

Sales Representative



Equipment Manufacturer



POST & COMPONENT

-  Cobalt
-  Teal
-  Chartrouse

ROTOMOLD PLASTIC

-  Brownstone
-  Chartrouse

2-COLOR PLASTIC

-  Cobalt-Sand
-  Lime-Sand

ECO-ARMOR

-  Gray

ROPE, BOULDERS & SHADE

-  Black



Sparks Marina - Option 1

Sparks, Nevada

20-2476A

Sales Representative



Equipment Manufacturer





POST & COMPONENT

-  Cobalt
-  Teal
-  Chartrouse

ROTOMOLD PLASTIC

-  Brownstone
-  Chartrouse

2-COLOR PLASTIC

-  Cobalt-Sand
-  Lime-Sand

ECO-ARMOR

-  Gray

ROPE, BOULDERS & SHADE

-  Black



Sparks Marina - Option 1

Sparks, Nevada

20-2476A

Sales Representative



Equipment Manufacturer





POST & COMPONENT

-  Cobalt
-  Teal
-  Chartreuse


ROTOMOLD PLASTIC

-  Brownstone
-  Chartreuse


2-COLOR PLASTIC

-  Cobalt-Sand
-  Lime-Sand

ECO-ARMOR

-  Gray

ROPE, BOULDERS & SHADE

-  Black



Sparks Marina - Option 1

Sparks, Nevada

20-2476A

Sales Representative



Equipment Manufacturer



POST & COMPONENT

-  Cobalt
-  Teal
-  Chartreuse

ROTOMOLD PLASTIC

-  Brownstone
-  Chartreuse

2-COLOR PLASTIC

-  Cobalt-Sand
-  Lime-Sand

ECO-ARMOR

-  Gray

ROPE, BOULDERS & SHADE

-  Black



Sparks Marina - Option 1

Sparks, Nevada

20-2476A

Sales Representative



Equipment Manufacturer





POST & COMPONENT

-  Cobalt
-  Teal
-  Chartreuse

ROTOMOLD PLASTIC

-  Brownstone
-  Chartreuse

2-COLOR PLASTIC

-  Cobalt-Sand
-  Lime-Sand

ECO-ARMOR

-  Gray
-  Black

ROPE, BOULDERS & SHADE

AeroGlider™



Inclusive play “ride” will be the talk of the town!

- Inclusive play component for a new or existing playground.
- Focal point of playground.
- Wheelchair accessible.
- Provides gentle rocking/gliding movement for everyone.

Exterior:

- Sleek, aerodynamic design screams action and fun!
- Unique textured stepping platform on both ends provides an opportunity for more kids to play, increasing the swaying fun.
- Back high rails allow adults to help guide and participate in the fun!

Interior:

- Full 5' (1,52m) wheelchair turning radius, which is ADA compliant.
- Enough room for two wheelchair users to sit side-by-side.
- Couches are located on each end for children and adults to enjoy the ride.
- Table features comfort grip hand holds for added safety.



infiNET™

**Traverse new worlds
and experience**



**infinite
possibilities...**

infiNET designer, Greg Scott, went through several rounds of conceptualization and design before landing on the net platforms idea—inspired by a terraced hillside. After prototyping, third-party child development analysis, and play testing, it was refined into the system you see today.

The New Topography of Play

Some products are just as popular now as the day they were first invented. But as time goes by, we can't be afraid to shake things up and make them more relevant for today.

Post-and-platform structures are one of those products; since the 1970s they've been a playground favorite. But studies show a key factor for the recent decline of playgrounds is the lack of challenging activity. The linear, prescribed path of play has grown stale for many kids.

That's why we established a new topography of play—one with infinite possibilities. Inspired by a terraced hillside, infiNET is a hybrid "netform" solution that replaces platforms and ramps with terraced net rings and portals to increase challenge, play value, and perceived risk. It removes the barriers characteristic of post-and-platform, while keeping components like slides and metal climbers.

The netforms enable kids to play up, over, under, and through, and allow many children to play together in one space. They also open up sightlines, making it easy for caregivers to assist kids, when necessary.

We saw skilled climbers weave through and traverse to the top. We even saw kids lying on the nets, taking in the world around them. This broad scope of play isn't always possible with a traditional structure.

...a continuum of challenge, enabling kids to choose their own adventure...

Most post-and-platform systems are binary in nature (either you're on the ground or six feet off of it). infiNET's design offers a continuum of challenge, enabling kids to choose their own adventure and push personal limits a little bit at a time. In the play tests, we saw kids on the ground interacting with peers above. We saw kids testing the waters on the smallest horizontal transfer ring.

With fewer kids playing outside than ever before, we need to make the playground an exciting place to be again! infiNET offers that fresh experience—combining the best of post-and-platform with barrier-free nets to expand the possibilities for play and play space design.



Nothing but net.

Structures are made up of various small, medium, and large net rings. Each net features a single red rope and flex tread "stepping stones" to guide climbers, give them a place to rest, or spark imaginative game play.



GET ACCLIMATED.
A small, horizontal net with perforated steel transfer platform lets kids sit or stand as they socialize, get used to the nets, or figure out their next move.



PASS THROUGH TO THE OTHER SIDE.
Portals at the edges of nets are a destination for climbers, from which they can survey the land or access the ground via a traditional playground component.



REDISCOVER THE LITTLE THINGS.
Built-in Sensory Cues placed within ADA range of support posts elicit visual and tactile investigation, while Bubble-On talk tubes bridge the gap between ground and net play.

Customize With Familiar Favorites

The outward-facing side of each portal attaches to a select group of traditional components, giving kids a fun way to access the ground, net zones, or other play structures.



COMPATIBLE COMPONENTS:

CLIMBERS

- Tower Steel Climber
- Deep Rung Arch Climber
- Spiral Climber
- Steel Curve Climber
- Twisted Steel Climber
- Ribbon Climber
- Rope Ladder
- Rope Ascension
- Rope Net Climber
- Climbing Squares Block Climber

MOTION

- Drop Zone

TALK TUBE

- Babble-On

SLIDES

- Glide Slide
- Wide Slide Slide
- Slither Slide
- Roller Slither Slide
- Sliding Pole

BRIDGES

- Adventure Bridge
- Catwalk
- inFINET Rope Bridge
- Canyon Crossing

Unity[®] SpinR with 2 Seats



Features

As its name suggests, SpinR is a classic whirl with a unique twist.

This large, kid-powered spinner encourages cooperation and socialization as children work together to turn their world into a colorful blur. Angled sides deliver a unique vestibular sensation and more physically active experience, inviting children to climb, recline and hang, or perch and surf the outer rim. Two recessed, outward-facing, inclusive seats at transfer height enable children of all abilities to sit back and enjoy the ride. The wide seats feature an inward pitch that supports children with poor trunk control, with the option for parents to add a support belt (not included). Grip-friendly handles let riders steady themselves and provide a sure handhold for the person running to start the spin. A cup in the center provides a gentler sensation and space for friends to gather face-to-face. Made of perforated steel, SpinR is urban-tough and durable enough to withstand years of whipping and whirling fun.

Materials:

- Steel Frame** - 1.90" OD 13 gauge galvanized steel tubing, 3/8" & 1/4" steel plates, 1.00" x 2.00" 16 gauge galvanized steel tubing
- Bearing** - 30mm metric hi-load steel spherical roller bearing with seals
- Bearing Housing** - T6061-T6 aluminum
- Shaft** - 303 stainless steel
- Rollers** - 4" OD solid Delrin
- Hardware** - 18-8 grade stainless steel that requires tooling to install or remove
- Sheemetal Wedges** - 12 gauge steel coated with Eco-Armor[®]
- Outside Rings** - 1.90" OD 13 gauge steel tubing
- Steel Support Arms** - 2.00" x 2.00" 16 gauge galvanized steel tubing, 1.00" x 2.00" 16 gauge galvanized steel tubing
- Covers** - 319 aluminum alloy
- Coating** - Super durable polyester powder coat electrostatically applied at a thickness of 2-5mils

ss_Unity-SpinR-with-2-Seats • 111116 • © 2016 Playworld Systems[®], Inc.

Description	Item Number	Ages	Space Required	Size	Fall Height	Play Events	Child Capacity	Install Hours	Weight						2016 Price
										ADA	ASTM F 1487	CPSC Pub. 325	CAN/CSA Z614	EN 1176	
Unity [®] SpinR with 2 Seats	ZZXX0349	5-12	25' 8" x 25' 8" (7,82m x 7,82m)	7' 8" x 7' 8" x 2' 11" (2,33m x 2,33m x 0,89m)	1' 5" (0,44m)	1	10	3.5	866 lbs (393 kg)	•	•	•	•	•	\$7,699
Unity [®] SpinR with 2 Seats (Surface Mount)	ZZXX0349S	5-12	25' 8" x 25' 8" (7,82m x 7,82m)	7' 8" x 7' 8" x 2' 11" (2,33m x 2,33m x 0,89m)	1' 5" (0,44m)	1	10	3	862 lbs (391 kg)	•	•	•	•	•	\$7,449

Cozy Cocoon™

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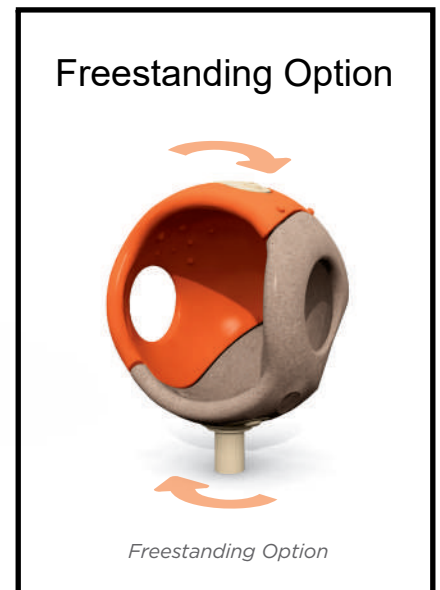
Features

Cozy on up to this inclusive sensory escape.

Every kid wants to get away from the action once in a while. Cozy Cocoon is a comfortable place where up to three children (or a child and parent) can retreat to and just hang out or spin the day away. Especially designed for kids on the autism spectrum, this little pod provides a sense of enclosure for children who are overstimulated, while still allowing for easy caregiver supervision through several windows. Interior textures and molded-in features offer a calming activity that encourages imagination and exploration. Cozy Cocoon is available as a stationary component that attaches to your Playmakers® or Challengers® structure via a 6' (1,83m) arm, or as a spinning, freestanding play event.

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Materials:

Steel Frame - 2.38" OD 12 gauge galvanized steel tubing, 7 gauge steel plate

Post - 5.00" OD 11 gauge galvanized steel tubing, 3/8" steel plate

Plastic - Double wall rotationally molded LLDPE (linear low density polyethylene)

Rope - Internal four-stranded galvanized steel cables, external polyester yarn stranded rope

Clamps - 535 Almag Aluminum

Hardware - 18-8 grade stainless steel that requires tooling to install or remove

Coating - Super durable polyester powder coat electrostatically applied at a thickness of 2-5mils

Cozy Cocoon *continued*

Description	Item Number	Ages	Space Required	Size	Fall Height	Play Events	Child Capacity	Install Hours	Weight
Cozy Cocoon - Stationary	ZZCH8606	2-12	()	2' 9" x 5' 6" x 6' 5" (0,83m x 1,68m x 1,95m)	1' 8" (0,5m)	1	3	2	116 lbs lbs (52 kgkg)
Cozy Cocoon - Stationary (Surface Mount)	ZZCH8606S	2-12	()	2' 9" x 5' 6" x 6' 5" (0,83m x 1,68m x 1,95m)	1' 8" (0,5m)	1	3	2	108 lbs lbs (49 kgkg)
Cozy Cocoon - Stationary	ZZPM8606	2-12	()	2' 9" x 5' 6" x 6' 5" (0,83m x 1,68m x 1,95m)	1' 8" (0,5m)	1	3	2	118 lbs lbs (54 kgkg)
Cozy Cocoon - Stationary (Surface Mount)	ZZPM8606S	2-12	()	2' 9" x 5' 6" x 6' 5" (0,83m x 1,68m x 1,95m)	1' 8" (0,5m)	1	3	2	110 lbs lbs (50 kgkg)
Cozy Cocoon™ Freestanding	ZZXX0483	2-12	14' 11" x 14' 9" (4,55m x 4,5m)	2' 11" x 2' 9" x 4' 0" (0,89m x 0,84m x 1,22m)	1' 2" (0,36m)	1	3	1.5	132 lbs (60 kg)

Swirl Saucer



Features

Climb in, swirl, rock, repeat

The Swirl Saucer encourages imaginative play and cooperation among children of all ages. Children can climb in and pretend they are astronauts on a rocket in outer space or the captain of a pirate ship sailing the Atlantic Ocean. The possibilities are endless with the Swirl Saucer. The Swirl Saucer is accessible to children of all abilities making it a perfect addition to inclusive playgrounds.

Materials:

Coating - Powder-coated Steel

Description	Item Number	Ages	Space Required	Size	Fall Height	Play Events	Child Capacity	Install Hours	Weight
Swirl Saucer	ZZX0503	2-12	21'5" x 21'5" (6,53m x 6,53m)	3'5" x 3'5" x 2'1" (1,04m x 1,04m x 0,63m)	2'1" (0,63m)	1	3	3	170 lbs (78 kg)

*CSA and EN compliant versions available. See your Playworld representative for more information.

Swing Along



Why swing alone, when you can Swing Along?

This multigenerational swing allows children ages 5 and under to sit face-to-face with and in close proximity to a sibling, parent or caregiver. This configuration promotes social, emotional, visual, vestibular, proprioceptive and language skill development, and is a great way to teach little ones how to swing.

Features

A single, sleek rotomolded piece with chain suspension features an easy-to-access adult seat and an extra deep toddler seat that provides trunk support and an added handhold area. Swing Along seats and chains must be used with the designated Swing Along arches and add-a-bays (sold separately).

Materials:

Swing - Double wall rotationally molded LLDPE (linear low density polyethylene)

Hardware - 18-8 grade stainless 635 steel; tamper-proof

Chain - Steel 4/0 silver shield coated chain

Arch Swing Frame:

Weldments - 3.50 OD x 13 ga galv steel tubing, 4.0 OD x 8 ga galv steel tubing,

Top Rail - 3.5 OD x 8 ga

Weldments - 5.0 OD x 1/8" wall aluminum tubing, 4.65 OD 6061-T6 Aluminum

Top Rail - 5.0 OD x 11 ga aluminum tubing

Swing Along *continued*

Description	Item Number	Ages	Space Required	Size	Fall Height	Play Events	Child Capacity*	Install Hours	Weight						2017 Price
										ADA	ASTM F1487	CPSC Pub. 325	CAN/CSA-Z614	EN1176	
Swing Along	SWING-ALONG-350	2-5	19' 9" x 32' 4" (6,02m x 9,85m)	7' 9" x 3' 8" x 8' 2" (2,36m x 1,12m x 2,49m)	8' 0" (2,44m)	1	2	4.5	320 lbs (146 kg)	•	•	•	•		\$2,329
Swing Along Add-a-Bay	SWING-ALONG-350-ADD	2-5	+7' 4" Length + (2,23m)	7' 6" x 3' 8" x 8' 2" (2,29m x 1,12m x 2,49m)	8' 0" (2,44m)	1	2	4.5	206 lbs (94 kg)	•	•	•	•		\$1,689
Swing Along	SWING-ALONG-500	2-5	19' 7" x 32' 5" (5,97m x 9,88m)	7' 7" x 4' 5" x 8' 4" (2,31m x 1,35m x 2,54m)	8' 0" (2,44m)	1	2	4.5	221 lbs (101 kg)	•	•	•	•		\$2,779
Swing Along Add-a-Bay	SWING-ALONG-500-ADD	2-5	+7' 2" Length + (2,19m)	7' 4" x 4' 5" x 8' 4" (2,23m x 1,35m x 2,54m)	8' 0" (2,44m)	1	2	4.5	153 lbs (70 kg)	•	•	•	•		\$2,029
Swing Along Seat	ZZX0635	2-5	-	1' 10" x 3' 8" x 1' 3" (0,56m x 1,12m x 0,38m)	8' 0" (2,44m)	1	2	0.5	32 lbs (15 kg)	•	•	•	•		\$750
3-1/2in OD Single Arch Swing Bay	ZZX0637	-	19' 9" x 32' 4" (6,02m x 9,85m)	7' 9" x 3' 3" x 8' 2" (2,36m x 0,99m x 2,49m)	8' 0" (2,44m)	-	-	4	289 lbs (131 kg)	•	•	•	•	•	\$1,579
3-1/2in OD Single Arch Swing Bay (SM)	ZZX0637S	-	19' 9" x 32' 4" (6,02m x 9,85m)	7' 9" x 3' 3" x 8' 2" (2,36m x 0,99m x 2,49m)	8' 0" (2,44m)	-	-	2	282 lbs (128 kg)	•	•	•	•	•	\$1,695
3-1/2in OD Single Arch Swing Add-A-Bay	ZZX0639	-	+7' 4" Length + (2,23m)	7' 6" x 3' 3" x 8' 2" (2,29m x 0,99m x 2,49m)	8' 0" (2,44m)	-	-	4	174 lbs (79 kg)	•	•	•	•	•	\$939
3-1/2in OD Single Arch Swing Add-A-Bay(SM)	ZZX0639SS	-	+7' 4" Length + (2,23m)	7' 6" x 3' 3" x 8' 2" (2,29m x 0,99m x 2,49m)	8' 0" (2,44m)	-	-	2	171 lbs (78 kg)	•	•	•	•	•	\$1,049
5in OD Single Arch Swing Bay	ZZX0640	-	19' 7" x 32' 5" (5,97m x 9,88m)	7' 7" x 4' 5" x 8' 4" (2,31m x 1,35m x 2,54m)	8' 0" (2,44m)	-	-	4	190 lbs (86 kg)	•	•	•	•	•	\$2,029
5in OD Single Arch Swing Bay (SM)	ZZX0640S	-	19' 7" x 32' 5" (5,97m x 9,88m)	7' 7" x 4' 5" x 8' 4" (2,31m x 1,35m x 2,54m)	8' 0" (2,44m)	-	-	2	166 lbs (76 kg)	•	•	•	•	•	\$2,559
5in OD Single Arch Swing Add-A-Bay	ZZX0641	-	+7' 2" Length + (2,19m)	7' 4" x 4' 5" x 8' 4" (2,23m x 1,35m x 2,54m)	8' 0" (2,44m)	-	-	4	121 lbs (55 kg)	•	•	•	•	•	\$1,279
5in OD Single Arch Swing Add-A-Bay (SM)	ZZX0641S	-	+7' 2" Length + (2,19m)	7' 4" x 4' 5" x 8' 4" (2,23m x 1,35m x 2,54m)	8' 0" (2,44m)	-	-	2	111 lbs (51 kg)	•	•	•	•	•	\$1,569

*May vary depending on swing seat



Swing-Along with Arches

Swing Along Bays -

2 options available:

- 3.5" (8,8cm) & 5" (12,7cm)
- Includes swing hangers
- Add-a-Bay available to create structure for multiple swings

Concerto



Vibes



Chimes



5 Congas



3 Congas



2 Congas



Large Cabasa



Medium Cabasa



Small Cabasa

Let all kids play in perfect harmony.

The Concerto line of outdoor musical equipment allows children of all abilities to experience the joy and benefits of making music. Designed at a more accessible angle and height, these instruments can be played comfortably by all kids, including those with mobility devices.

Both the Vibes and Chimes are tuned on a diatonic scale, which means that kids can achieve more accurate musical notes and learn to play real songs. Each has good sustain when struck with the attached rubber mallets, immersing children in sensory stimulation from the vibrations. Concerto Cabasas produce a metallic rattle as they spin, ranging in frequency depending upon drum size. Kids will keep the rhythm as others join in on the Congas, which differ in diameter and length to give each one a unique tone.

Concerto installation requirements:

Chimes and Vibes must be installed OUTSIDE of the playground area in regions that follow CSA certification.

This is in order to meet playground compliance since there are several issues with the instruments using mallets that will not meet the guidelines

Weldments	Galvanized 1/8" steel plates; 1-5/16" OD 14-gauge & 1" oval 15-gauge steel tubing - All Components
Plastic Panels	1/2" and 3/4" HDPE (high-density polyethylene) sheets - Cabasas - Vibes
Hardware	18-8 Stainless Steel, Tamper resistant - All Components
Coating	Super durable, electrostatically applied powder coat - All Components
Steel posts	5.00" OD x 11 gage galvanized steel tubing - Bongo post, 3.50" OD x 13 gage galvanized steel tubing - Chimes frame - Vibes post - Cabasas post
Aluminum	6063 Aluminum - Chimes
Congas	ABS plastic

Concerto

Description	Item Number	Ages	Space Required	Size	Fall Height	Play Events	Child Capacity	Install Hours	Weight	ADA	ASTM F 1487	CPSC Pub. 325	GMV CSA-226.14	EM 116
Concerto™ Chimes	ZZX0667	2-12	-	2'1" X 3'6" X 5'8" 0,62m X 1,07m X 1,73m	-	1	2	2hr - ING 1hr - SM	130 lbs 59 kg	•	•			•
Concerto™ Vibes	ZZX0666	2-12	-	1'4" X 4'9" X 6'2" 0,40m X 1,44m X 1,87m	-	1	2	2hr - ING 1hr - SM	136 lbs 62 kg	•	•			•
Concerto™ Small Cabasa	ZZX0660	2-12	-	1'1" X 1'7" X 3'1" 0,33m X 0,49m X 0,94m	-	1	1	1.5hr - ING .5hr - SM	59 lbs 27 kg	•	•	•	•	•
Concerto™ Medium Cabasa	ZZX0661	2-12	-	1'1" X 1'10" X 3'4" 0,33m X 0,57m X 1,02m	-	1	1	1.5hr - ING .5hr - SM	67 lbs 30 kg	•	•	•	•	•
Concerto™ Large Cabasa	ZZX0662	2-12	-	1'1" X 2'1" X 3'7" 0,33m X 0,65m X 1,10m	-	1	1	1.5hr - ING .5hr - SM	79 lbs 36 kg	•	•	•	•	•
Concerto™ Two Congas	ZZX0663	2-12	-	1'8" X 1'11" X 2'4" 0,51m X 0,58m X 0,70m	-	1	2	1hr - ING .5hr - SM	51 lbs 23 kg	•	•	•	•	•
Concerto™ Three Congas	ZZX0664	2-12	-	2'0" X 2'6" X 2'7" 0,62m X 0,76m X 0,78m	-	1	2	1hr - ING .5hr - SM	62 lbs 28 kg	•	•	•	•	•
Concerto™ Five Congas	ZZX0665	2-12	-	2'2" X 2'9" X 2'10" 0,66m X 0,83m X 0,85m	-	1	2	1hr - ING .5hr - SM	78 lbs 35 kg	•	•	•	•	•

Our Town

Playhouses have been a favorite with kids for decades, but now Playworld® Our Town builds an entire community around the concept. Created with input from experts in child development and inclusion, the fun and whimsical designs of Our Town reflect life through the eyes of a child. Each product in the Our Town line was designed to be enjoyed by children of all abilities, including those with autism, developmental delays, and those who use mobility devices.

Our Town's open designs keep kids in easy view at all times and encourage imaginative and interactive play among kids, parents, and caregivers. Each Our Town product was designed to encourage the development of physical and gross motor skills and provide opportunities for unoccupied, solitary, parallel, associative, and cooperative play.



Playhouse

This whimsically designed structure gives kids a fun, open space where they can enjoy the life that they want to imagine.

*Patent pending

Standards ASTM F1487, ASTM 2-5, CSA Z614

Material Specifications	
	Steel Frame - 2.00" x 2.00" 16-gauge galvanized steel tubing, 1/4" steel plates
	Steel Roof/End Walls - 12-gauge galvanized steel plate
	Steel Crawl Tube - 14-gauge galvanized steel, 8-gauge galvanized steel, 1.66" OD 13-gauge galvanized steel tubing
	Plastic Seat - 3/4" textured HDPE
	Plastic Walls - 3/4" HDPE
	Shelves - 12-gauge steel
	Graphics Panels - 1/4" fiberglass signs
	Dog Door - 3/8" flexthead
	Skylight - 3/16" screen printed Lexan
	Coating - Super durable polyester powder coat electrostatically applied at a thickness of 2-5 mils
	Hardware - 18-8 grade stainless steel that requires tooling to install or remove

Silly Tree

Kids will be drawn to the imaginative details and multi-sensory play experiences that bring this tree to life.

*Patent pending

Standards ASTM F1487, ASTM 2-5, CSA Z614

Material Specifications	
	Steel Frame - 2.00" x 2.00" 16-gauge galvanized steel tubing, 1/4" steel plate
	Steel Roof - 12-gauge galvanized steel plate
	Deck Platform - 12-gauge steel coated with polyethylene coating
	Rope - 1/2" rope with aluminum connector
	Plastic Slings - 1/2" HDPE, heavy duty HDPE gates
	Plastic Walls - 3/4" HDPE
	Roll Slides - 1/2" flexthead
	Coatings - 100% aluminum
	Coating - Super durable polyester powder coat electrostatically applied at a thickness of 2-5 mils
	Hardware - 18-8 grade stainless steel that requires tooling to install or remove

Product	Item	Ages	Space Required	Product Size	Users	Weight	Play Features
Playhouse	ZZXX0882 / ZZXX0882S	2-5 (18 mos - 5 CSA)	16' 5" x 15' 5" (5m x 4,7m)	9' 5" x 5' 8" x 5' 6" (2,87m x 1,74m x 1,68m)	20	855 lbs (388 kg)	18

Options

Please contact your local sales representative for Our Town color and interactive Play Panel options.



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Our Town



Community Helpers with Tunnel

This play product provides a fun and friendly headquarters where kids can pretend they're helping to serve and protect their community. Available with or without tunnel.

*Patent pending

Standards ASTM F1487, ASTM 2-5, CSA Z614

Material Specifications

Steel Frame - 2.00" x 2.00" 16-gauge galvanized steel tubing, 1/4" steel plates
Steel Roof/End Walls - 12-gauge galvanized steel plate
Stairs - 12-gauge steel coated with Polyethylene coating
Deck Platform - 12-gauge steel coated with Polyethylene coating
Rope - 16mm rope with aluminum connectors
Steel Crawl Tube - 14-gauge galvanized steel, 8-gauge galvanized steel, 1.66" OD 13-gauge galvanized steel tubing
Steel Climber - 1.90" OD 13-gauge galvanized steel tubing, 8-gauge & 1/4" steel plate
Plastic Slide - 1/2" HDPE bedway, 3/4" HDPE sides
Plastic Steps - 3/4" textured HDPE
Plastic Walls - 3/4" HDPE
Skylight - 1/4" Koda XT
Castings - 319 aluminum
Coating - Super durable polyester powder coat electrostatically applied at a thickness of 2-5 mils
Hardware - 18-8 grade stainless steel that requires tooling to install or remove

Truck

This design gives the community helpers a playful vehicle with a friendly face to help them look out for the community. Patent pending.

Standards ASTM F1487, ASTM 2-5, CSA Z614

Material Specifications

Steel Frame - 2.00" x 2.00" 16-gauge galvanized steel tubing, 1/4" steel plates
Plastic Walls - 3/4" HDPE
Plastic Tire - Polyethylene Molded HDPE
Castings - 319 aluminum
Coating - Super durable polyester powder coat electrostatically applied at a thickness of 2-5 mils
Hardware - 18-8 grade stainless steel that requires tooling to install or remove

Product	Item	Ages	Space Required	Product Size	Users	Weight	Play Features
Community Helpers with Tunnel	ZZXX0880 / ZZXX0880S	2-5 (18 mos - 5 CSA)	28' 11" x 22' 3" (8,81m x 6,78m)	16' 11" x 10' 4" x 7' 11" (5,15m x 3,14m x 2,41m)	20	1702 lbs (772 kg)	12

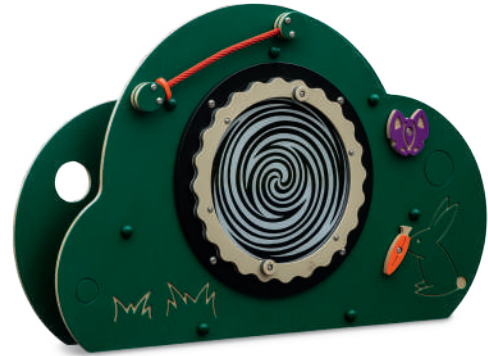
Please contact your local sales representative for Our Town color and interactive Play Panel options.



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Our Town



Garden Crawl Tunnel

This space keeps kids in clear sight while they crawl through a whimsical garden filled with fun find and seek activities and lively colorful over-sized plants.

Standards ASTM F1487, ASTM 2-5, CSA Z614

Material Steel Crawl Tube, 14-gauge galvanized steel
Specifications Orange galvanized steel, 1/2" x 1/2" square galvanized steel tubing
 Plastic End Cap, HDPE
Coating Super durable polyester powder coat electrostatically applied at a thickness of 2-5 mils
Hardware 18-8 grade stainless steel that requires tooling to install or remove

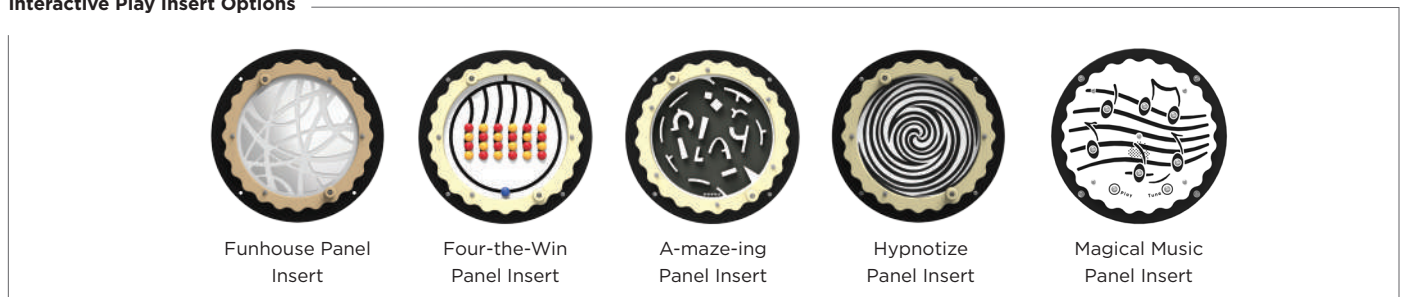
Sensory Garden Wall - Double Sided

This versatile feature includes a variety of play opportunities designed to help kids cultivate multi-sensory play experiences. Single Sided Sensory Garden Wall also available. Interactive Play Inserts sold separately.

Standards ASTM F1487, ASTM 2-5, CSA Z614

Material Steel Frame - 12-gauge & 14-gauge galvanized steel
Specifications **Rope** - 16mm rope with aluminum connectors
Plastic Panels - 3/4" HDPE
Coating - Super durable polyester powder coat electrostatically applied at a thickness of 2-5 mils
Hardware - 18-8 grade stainless steel that requires tooling to install or remove

Interactive Play Insert Options



Product	Item	Ages	Space Required	Product Size	Users	Weight	Play Features
Garden Sensory Wall (Double Sided)	ZZXX0884 / ZZXX0884S	2-5 (18 mos - 5 CSA)	4' 7" x 0' 9" (1,4m x 0,23m)	4' 7" x 0' 10" x 2' 10" (1,4m x 0,24m x 0,85m)	8	157 lbs (72 kg)	5
Garden Sensory Wall (Single Sided)	ZZXX0888 / ZZXX0888S	2-5 (18 mos - 5 CSA)	4' 7" x 0' 9" (1,4m x 0,23m)	4' 7" x 0' 10" x 2' 10" (1,4m x 0,24m x 0,85m)	6	165 lb (75 kg)	4

Please contact your local sales representative for Our Town color and interactive Play Panel options.

Our Town



Chattery

This space gives kids a comfortable, welcoming space where they can take a quiet break from play to enjoy social interactions with other kids, parents, and caregivers.

Standards ASTM F1487, ASTM 2-5, CSA Z614

Material Specifications

- Steel Frame** - 2.00" x 2.00" 16-gauge galvanized steel tubing, 1/4" steel plates
- Steel Roof/End Walls** - 12-gauge galvanized steel plate
- Steel Crawl Tube** - 14-gauge galvanized steel, 8-gauge galvanized steel, 1.66" OD 13-gauge galvanized steel tubing
- Plastic Panels** - 3/4" HDPE
- Skylight** - 3/16" screen printed Lexan, 1/4" Koda XT
- Coating** - Super durable polyester powder coat electrostatically applied at a thickness of 2-5 mils
- Hardware** - 18-8 grade stainless steel that requires tooling to install or remove

Traffic Light

The colored windows in this play space let kids pretend they're navigating through stop-and-go traffic as they move through Our Town.

Standards ASTM F1487, ASTM 2-5, CSA Z614

Material Specifications

- Steel Frame** - 12-gauge 16-gauge galvanized steel
- Plastic Panels** - 3/4" HDPE
- Colored Lenses** - 1/8" acrylic colored panels with 3/16" Lexan covers
- Coating** - Super durable polyester powder coat electrostatically applied at a thickness of 2-5 mils
- Hardware** - 18-8 grade stainless steel that requires tooling to install or remove

Product	Item	Ages	Space Required	Product Size	Users	Weight	Play Features
Chattery	ZZXX0887 / ZZXX0887S	2-5 (18 mos - 5 CSA)	8' 5" x 4' 2" (2,57m x 1,27m)	8' 5" x 4' 0" x 6' 11" (2,56m x 1,22m x 2,1m)	10	587 lbs (267 kg)	2

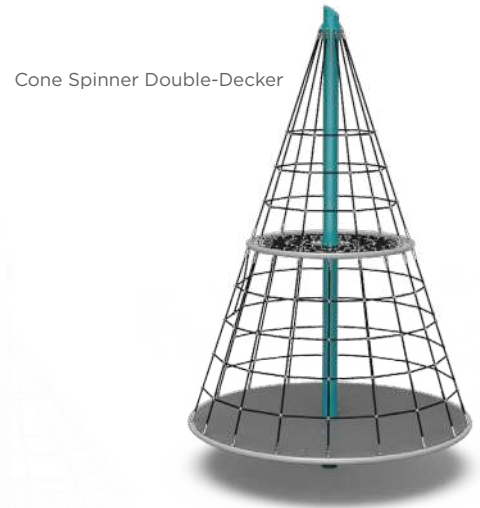
Please contact your local sales representative for Our Town color and interactive Play Panel options.



1000 Buffalo Road / Lewisburg, Pennsylvania, USA 17837 / Playworld.com

PHONE 570-522-9800 TOLL-FREE 800-233-8404

Cone Spinners



Cone Spinner Double-Decker

Features

A new spin on climbing!

Cone Spinners combine the excitement of spinning with the challenge of climbing for an exhilarating play experience. Climbing is a full body workout that engages children's arms, legs, and core all while having fun. Climbing also presents mental stimulation and body awareness as children decide where to place their arms and legs and enhances their balance skills.

The Cone Spinners are great for children of all physical abilities. Children can challenge themselves by climbing to the top or socialize and play toward the bottom. Cone Spinners with a floor are perfect for inclusive play allowing all children to join in on the excitement.

Materials:

- Center Post** - 5.00" OD 11 gauge steel tubing
- Bearing** - T6061 aluminum hub with self aligning sealed ball bearings
- Shaft** - 1045 Carbon Steel
- Rope** - 16mm rope with aluminum connectors
- Cover Casting** - 319 aluminum
- Rope Tabs** - 1/4" steel plate
- Steel Ring** - 1.9" OD 13 gauge galvanized steel tubing, 1/4" steel plates
- Platform** - 3/4" HDPE textured plastic
- 18-8 grade stainless steel that requires tooling to install or remove
- Coating** - Super durable polyester powder coat electrostatically applied at a thickness of 2-5mils

Description	Item Number	Ages	Space Required	Size	Fall Height	Play Events	Child Capacity	Install Hours	Weight
Cone Spinner Double-Decker	ZZX0914	5-12	19' 10" x 19' 10" (6.04m x 6.04m)	7' 11" x 7' 11" x 12' 8" (2.41m x 2.41m x 3.87m)	9' 4" (2.83m)	1	14	10	522 lbs (237kg)

B 1 - B 4

Miracle Museum

Grand Gallery

Momentum Corridor

Dynamics Lab

Odyssey Hall

Miracle Museum™

Miracle Museum™ is a new-to-the-playground-industry children's museum experience that gives kids the chance to engage in fantastical sensory events. Children touch, listen, see, and play their way through this mesmerizing collection of products.

Add products from the Miracle Museum collection to your existing playground, or include them in a new design, to create a space that kids will want to spend their time exploring. Because most Miracle Museum products do not require safety surfacing, they can convert under-utilized spaces into sensory rich play areas—think parking lots, old basketball courts, and more! And with modern, clean lines, Miracle Museum fits indoors, too, in unique settings such as lobbies, hospitals, waiting areas, and shopping centers.

All of the products in the Miracle Museum collection were designed to create a play experience that surprises kids and draws them in for hours of play. The collection was designed with universal play principles, meaning it's appropriate for all ages and abilities—even caregivers can join in the fun!

SpinAtrium™

Kids will love spinning the earth while enjoying soft, hugging clouds made to feel like cotton candy. Children have the opportunity for listening and visually tracking. SpinAtrium™ is a sensory play structure that provides a unique play experience for children of all abilities. It encourages social play, including cooperative and associative play, and provides a sensory-rich play environment that includes mobility and travel and offers a variety of play options for all abilities.



Top View

Odyssey Hall

Miracle Museum's Odyssey Hall is a sensory environment packed with fun, tactile features. Hanging flex treads provide deep touch, while vertical roto panels provide texture and color variety. The twisting treads enable multiple play paths, giving children a proprioceptive experience. A wheelchair path ensures everyone is given the chance to explore. Include multiple Odyssey Halls to create even denser sensory environments!

Odyssey Hall encourages social play, including solitary, parallel, associative, and cooperative; sensory play, including proprioceptive; and other types of play, such as functional play, game play with rules, and symbolic play.

Product	Product Number	Ages	Capacity	Compatibility	Product Size	Protective Area	Weight
Odyssey Hall	453-2	2 - 12 (18 months - 12 years CSA)	12	FS	9'0" x 7'0" x 9'0" (2.74 m x 2.13 m x 2.74 m)	-	580 lb (263 kg)
System Compatibility Abbreviations							
	KC-Kids' Choice*	TC-Tots' Choice*	TCX-Tots' Choice* Expansion	MT-Mega Tower*	FS-Freestanding		

Bolt down version available for SpinAtrium™ and Odyssey Hall.



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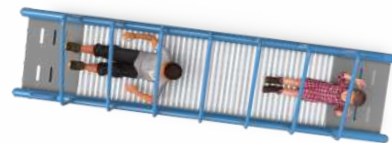
Tranquility Corner (frame only)

Shown with Textured Triangle Hexagon and Gear Circle Perforated Panels

Miracle Museum's Tranquility Corner provides soothing sensory stimulation for children who may be overstimulated by busy playgrounds. Colorful textured panels and a design that becomes a retreat for children if play becomes overwhelming, without having to leave the playground. Tranquility Corner gives families of varying needs and abilities the chance to play together and play longer without fear of too much stimulation pushing a child over the edge. It provides good lines of sight as well as a tactile calming experience for a child. Any two Tots' Choice Expansion below-deck panels can be used in Tranquility Corner's frame.

Textured Perforated Sensory Panels

Perforated Sensory Panels provide extra visibility, and their textured, translucent shapes create a tactile experience and a delightful splash of color.



Top View

Momentum Corridor

Miracle Museum's Momentum Corridor is a unique rolling experience; with overhead bars, kids are able to pull themselves across the full length of this roller table, so they can enjoy a tactile event with gentle bumps. Momentum Corridor is at transfer height, making this a fun, accessible event!

Please note: Momentum Corridor is the only Miracle Museum product that requires surfacing. Slide decks on Momentum Corridor are always grey Mira-Therm and rollers are silver Mira-Cote.

Product	Product Number	Ages	Capacity	Compatibility	Product Size	Protective Area	Weight	ABOVE DECK	BELOW DECK
Momentum Corridor	453-5	2 - 12 (18 months - 12 years CSA)	3	FS	12'0" x 3'0" x 3'6" (3.66 m x 0.91 m x 1.07 m)	25'0" x 15'0" (4.57 m x 7.62 m)	500 lb (227 kg)	N/A	N/A
Textured Triangle Perforated Deck	753-4	5 - 12 (5-12 years CSA)	1	FS, KC, TC, TCX*	25'0" x 15'0" (4.57 m x 7.62 m)	25'0" x 15'0" (4.57 m x 7.62 m)	500 lb (227 kg)	✓	✓
Textured Gear Circle Perforated Deck	753-5	5 - 12 (5-12 years CSA)	1	FS, KC, TC, TCX*	25'0" x 15'0" (4.57 m x 7.62 m)	25'0" x 15'0" (4.57 m x 7.62 m)	500 lb (227 kg)	✓	✓

System Compatibility Abbreviations KC-Kids' Choice* TC-Tots' Choice* TCX-Tots' Choice* Expansion MT-Mega Tower* FS-Freestanding

Bolt down version available for Momentum Corridor and Tranquility Corner. *Tranquility Corner requires two Tots' Choice Expansion (TCX) below deck panels. Tranquility Corner capacity varies based on panels chosen. **Mega Tower versions of the Textured Perforated Panels are for ages 5-12 (5-12 CSA) and available above deck only.



Miracle Museum™



Top View

Dynamics Lab

Miracle Museum's Dynamics Lab lets kids experiment with motion—from the Pin Impression to the Jingle Drum, kids will love exploring movement while making new friends. Dynamics Lab is an angular piece of equipment that gives kids the opportunity to test out the basic laws of mechanics in an exciting play setting. Schools, especially those with a focus on special education or STEAM/STEM, would benefit from it.



Grand Gallery

Children will delight in making new friends—they make it the Miracle Museum's Grand Gallery. With interactive features and room for individuals using a wheelchair or other mobility device, Grand Gallery is special fun for everyone! The angular design of Grand Gallery's walls work seamlessly with Miracle Museum play components, and provides an excellent environment for social interaction. Schools, especially those with a focus on special education or STEAM/STEM, would benefit from it. www.miraclemuseum.com

Product	Product Number	Ages	Capacity	Compatibility	Product Size	Protective Area	Weight
Dynamics Lab	453-3	2 - 12 (18 months - 12 years CSA)	10	FS	7'0" x 5'0" x 6'0" (2.13 m x 1.52 m x 1.83 m)	-	395 lb (179 kg)

System Compatibility Abbreviations	KC-Kids' Choice®	TC-Tots' Choice®	TCX-Tots' Choice® Expansion	MT-Mega Tower®	FS-Freestanding
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Bolt down version available for Dynamics Lab and Grand Gallery.



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Dynamics Lab

MIRACLE® MUSEUM™



Miracle Museum's Dynamics Lab lets kids experiment with motion—from the Pin Impression to the Jingle Drum, kids will love exploring movement while making new friends. Dynamics Lab is an angular piece of equipment that gives kids the opportunity to test out the basic laws of mechanics in an exciting play setting. Schools, especially those with a focus on special education or STEAM/STEM, would benefit from it.

Material Specifications

The two frame weldments shall be made of 3-1/2" O.D. x 11 gauge galvanized tube, 2-3/8" O.D. x 16 gauge galvanized tube, and 11 gauge galvanized sheet. Footings for bolt down version will be made from 3/8" A36 plate and welded to the main frame. The weldment used to mount the drum event will be made of 1-5/8" O.D. x 11 gauge galvanized tube, and 11 gauge galvanized sheet, and 1.315" O.D. x 11 gauge galvanized tube. The weldment for the spinner events shall be made on 7 gauge sheet steel and 1215 steel. Router events shall be made of 3/4" laminated high-density polyethylene or 1/2" laminated high-density polyethylene. All fastening hardware shall be Fastener Style A. The frame shall have a Mira-Cote finish.



Top View



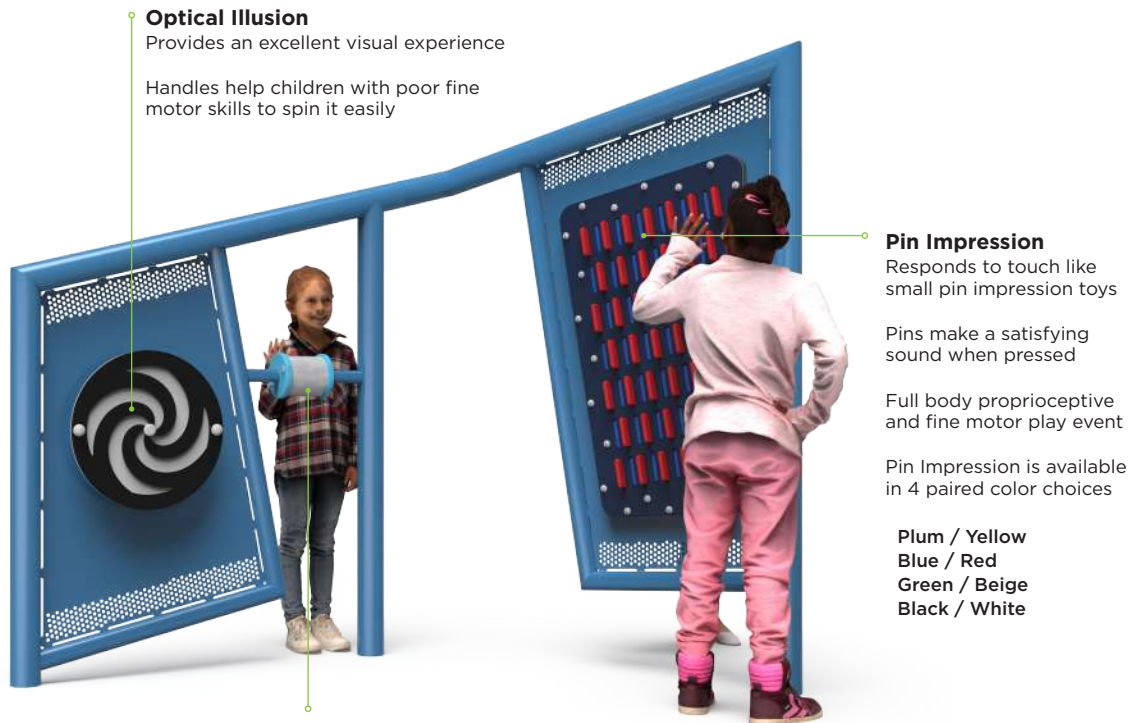
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Dynamics Lab

MIRACLE® MUSEUM™

Product	Product Number	Ages	Capacity	Compatibility	Product Size	Protective Area	Weight	ADA	ASTM F1487	CPSC PUB. 325	CAN/CSA Z614	EN1176
Dynamics Lab	453-3	2 - 12 (18 months - 12 years CSA)	10	FS	7'0" x 5'0" x 6'0" (2.13 m x 1.52 m x 1.83 m)	-	395 lb (179 kg)	•	•	•	•	•
Dynamics Lab - Bolt down	453-3BD	2 - 12 (18 months - 12 years CSA)	10	FS	7'0" x 5'0" x 6'0" (2.13 m x 1.52 m x 1.83 m)	-	405 lb (184 kg)	•	•	•	•	•

System Compatibility Abbreviations KC-Kids' Choice* TC-Tots' Choice* TCX-Tots' Choice* Expansion MT-Mega Tower* FS-Freestanding



Optical Illusion
Provides an excellent visual experience

Handles help children with poor fine motor skills to spin it easily

Pin Impression
Responds to touch like small pin impression toys

Pins make a satisfying sound when pressed

Full body proprioceptive and fine motor play event

Pin Impression is available in 4 paired color choices

- Plum / Yellow
- Blue / Red
- Green / Beige
- Black / White

Jingle Drum
Spin the drum to make a pleasant musical sound

Provides auditory stimulation, especially important for those with sensory processing disorder

Zoetrope (not shown)
Produces the illusion of motion by displaying a sequence of drawings or photographs

- Handles help children with poor fine motor skills to spin it easily
- Provides an excellent visual experience
- Provides a social interaction piece

Soothing Color Palette Shown



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Grand Gallery

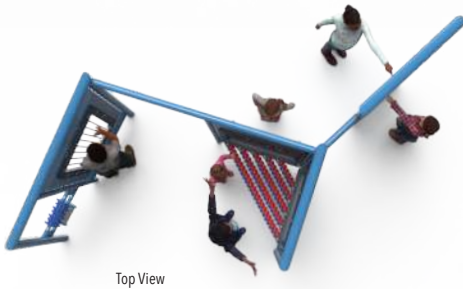
MIRACLE® MUSEUM™

Children will delight in the discoveries—and friends—they make in the Miracle Museum’s Grand Gallery. With interactive features and room for individuals using a wheelchair or other mobility device, Grand Gallery is social fun for everyone! The angular design of Grand Gallery’s walls work cohesively with Miracle’s other play components, and provides ground-level fun everyone can enjoy. Schools, especially those with a focus on special education or STEAM/STEM, would benefit from it.



Material Specifications

Frame will comprise of 3-1/2" O.D. x 11 gauge galvanized tube, 2-3/8" O.D. x 12 gauge galvanized tube, 1-5/8" x 11 gauge galvanized tube, and 3.0mm galvanized sheet. Footings for bolt down version will be made from 3/8" A36 plate, welded. Activities will comprise of 1/2" laminated high-density polyethylene, 3/4" laminated high-density polyethylene, 1/4" translucent colored polycarbonate, cast alloyed aluminum bells, golf balls, mirrored finish stainless steel, polystyrene high impact static cylinders in red and blue, and 1/2" stainless steel acme threaded rod. All fastening hardware shall be Fastener Style A. Frames shall have a Mira-cote finish.



Grand Gallery

MIRACLE® MUSEUM™

Product	Product Number	Ages	Capacity	Compatibility	Product Size	Protective Area	Weight	ADA	ASTM F1487	CPSC PUB. 325	CAN/CSA Z614	EN1176
Grand Gallery	453-4	2 - 12 (18 months - 12 years CSA)	14	FS	10'0" x 10'0" x 10'0" (3.05 m x 3.05 m x 3.05 m)	-	1,300 lb (590 kg)	•	•	•	•	•
Grand Gallery - Bolt down	453-4BD	2 - 12 (18 months - 12 years CSA)	14	FS	10'0" x 10'0" x 10'0" (3.05 m x 3.05 m x 3.05 m)	-	1,300 lb (590 kg)	•	•	•	•	•

System Compatibility Abbreviations KC-Kids' Choice® TC-Tots' Choice® TCX-Tots' Choice® Expansion MT-Mega Tower® FS-Freestanding

Ball Drop
Children love trying to make the bell ring!
This activity allows children to drop balls from various heights
Provides an opportunity for children to work on taking turns and sharing
Promotes science concepts
Kids can play on either side

Falling Washers
Washers create a soothing sound and an appealing glittering effect as they fall
Promotes science concepts
Kids can play on either side
Encourages teamwork as multiple kids play together to make the washers fall

Skylight
Creates colorful shadows

Funhouse Mirror and Bubble Mirror
Distort the user's reflection for a fun visual experience

Corner Mirror
Use the colors on the rollers to make patterns, then use the mirrors to see a bigger image
Encourages oral-motor skill practice for those with language delays
Children can get deep touch into their arms by pressing down with their arms onto the rollers, then moving the rollers with their full arm

Focus Gears
Provides soothing, repetitive play

Jingle Drum
Spin the drum to make a pleasant musical sound
Provides auditory stimulation, especially important for those with sensory processing disorder

Soothing Color Palette Shown



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Momentum Corridor

MIRACLE® MUSEUM™



Top View

Miracle Museum's Momentum Corridor is a unique rolling experience; with overhead bars, kids are able to pull themselves across the full length of this roller table, so they can enjoy a tactile event with gentle bumps. Momentum Corridor is at transfer height, making this a fun, accessible event!

Please note: Momentum Corridor is the only Miracle Museum product that requires surfacing. Slide decks on the Momentum Corridor will always come in grey Mira-Therm.

Material Specifications

Slide sides will comprise of 4.6mm galvanized sheet, 3-1/2 x 13 ga. galvanized tube, and 25.4 x 14 ga. tube. Slide decks will comprise 2.3mm galvanized sheet. Rollers are constructed of 2" aluminum tubing with nitrile bearings on stainless steel shafts. Slide roof will comprise 4.6mm galvanized sheet, 3.0mm galvanized sheet, 1-7/8 x 11 ga. tube, and 1-5/16 x 14 ga. tube. Slide support will comprise of 1-5/8 x 11 ga. galvanized tube and 4.6mm galvanized sheet. All fastening hardware shall be Fastener Style A. Slide sides, rollers, roof, and support shall have a Mira-cote finish. Slide decks shall have a Mira-therm finish.



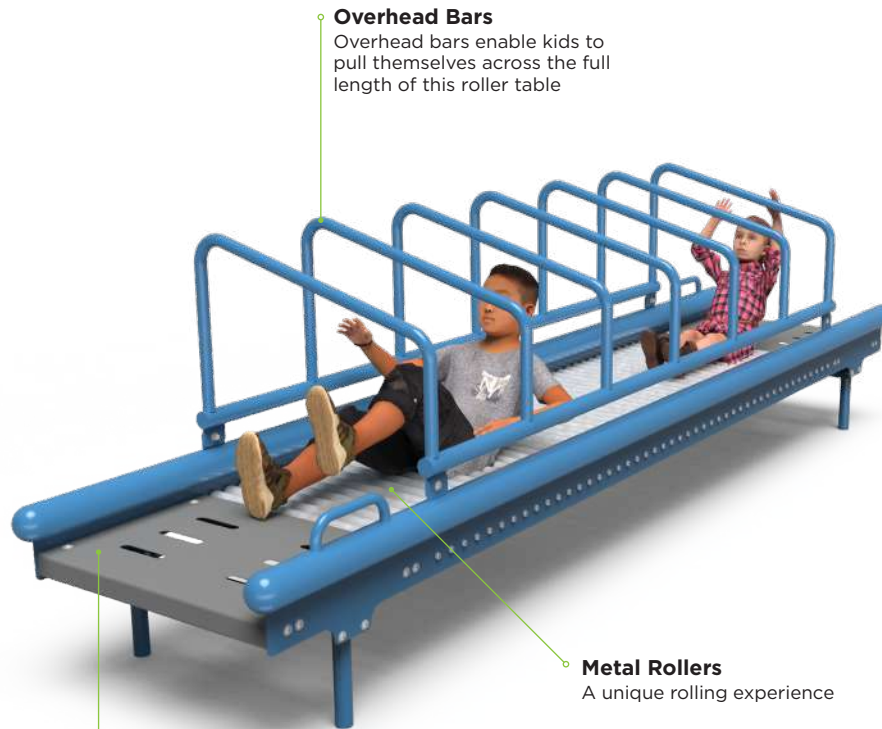
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Momentum Corridor

MIRACLE® MUSEUM™

Product	Product Number	Ages	Capacity	Compatibility	Product Size	Protective Area	Weight	ADA	ASTM F1487	CPSC PUB. 325	CAN/CSA Z614	EN1176
Momentum Corridor	453-5	2 - 12 (18 months - 12 years CSA)	3	FS	12'0" x 3'0" x 3'6" (3.66 m x 0.91 m x 1.07 m)	25'0" x 15'0" (4.57 m x 7.62 m)	500 lb (227 kg)	•	•	•	•	•
Momentum Corridor - Bolt down	453-5BD	2 - 12 (18 months - 12 years CSA)	3	FS	12'0" x 3'0" x 3'6" (3.66 m x 0.91 m x 1.07 m)	25'0" x 15'0" (4.57 m x 7.62 m)	500 lb (227 kg)	•	•	•	•	•

System Compatibility Abbreviations KC-Kids' Choice* TC-Tots' Choice* TCX-Tots' Choice* Expansion MT-Mega Tower* FS-Freestanding



Overhead Bars

Overhead bars enable kids to pull themselves across the full length of this roller table

Metal Rollers

A unique rolling experience

Provides a tactile event with gentle bumps

Metal rollers always come in silver Mira-Cote

Transfer Station

Momentum Corridor is at transfer height, making this a fun, accessible event!

Will always come in grey Mira-Therm

Soothing Color Palette Shown



Please note: Momentum Corridor is the only Miracle Museum product that requires surfacing.



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Odyssey Hall

MIRACLE® MUSEUM™



Miracle Museum's Odyssey Hall is a sensory environment packed with fun, tactile features. Hanging flex treads provide deep touch, while vertical roto panels provide texture and color variety. The twisting treads enable multiple play paths, giving children a proprioceptive experience. A wheelchair path ensures everyone is given the chance to explore. Include multiple Odyssey Halls to create even denser sensory environments!

Odyssey Hall encourages social play, including solitary, parallel, associative, and cooperative; sensory play, including proprioceptive; and other types of play, such as functional play, game play with rules, and symbolic play.

Material Specifications

The Frame weldments and Legs shall be made of 3-1/2" O.D. x 11 gauge galvanized tube with tabs and blocks made from 11 gauge galvanized sheet steel and 5/8" mild steel blocks. Cross members shall be made from 2-3/8" O.D. x 12 gauge galvanized tube tabs and blocks made from 11 gauge galvanized sheet and 5/8" mild steel blocks. The spinners shall be made from rotational molded plastic and 3/8" grey textured styrene-butadiene rubber (SBR). Ropes are steel reinforced nylon braided with a galvanized foundation steelwork. Chains shall be 4/0 straight link coil chain. All fastening hardware shall be Fastener Style A. The frame assembly shall have a Mira-Cote finish.



Odyssey Hall

MIRACLE® MUSEUM™

Product	Product Number	Ages	Capacity	Compatibility	Product Size	Protective Area	Weight	ADA	ASTM F1487	CPSC PUB. 325	CAN/CSA Z614	EN1176
Odyssey Hall	453-2	2 - 12 (18 months - 12 years CSA)	12	FS	9'0" x 7'0" x 9'0" (2.74 m x 2.13 m x 2.74 m)	-	580 lb (263 kg)	•	•	•	•	•
Odyssey Hall - Bolt down	453-2BD	2 - 12 (18 months - 12 years CSA)	12	FS	9'0" x 7'0" x 9'0" (2.74 m x 2.13 m x 2.74 m)	-	650 lb (295 kg)	•	•	•	•	•

System Compatibility Abbreviations KC-Kids' Choice* TC-Tots' Choice* TCX-Tots' Choice* Expansion MT-Mega Tower* FS-Freestanding

COMBINE MULTIPLE ODYSSEY HALLS TO CREATE EVEN DENSER SENSOY ENVIRONMENTS!



Hanging Flex Treads
Provides deep touch

Vertical Roto Panels
Provides texture and color variety

Twisting Treads
Enable multiple play paths and create a proprioceptive experience

Wheelchair Path
Ensures everyone is given the chance to explore

Soothing Color Palette Shown



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C 1

Park Pro Playgrounds
Quiet Grove

QUIET GROVE



Back View



Top View

A Cozy Retreat to Escape the Hustle.

Quiet Grove offers a peaceful space for children who can become overstimulated on the playground to find a place to refocus and relax. Quiet Grove was designed to reduce the sights, sounds, and even smells that can become overwhelming.

Soothing colors and natural elements add to the peaceful aesthetic of Quiet Grove. Children can also engage in the five calming sensory activities included to reduce stress and anxiety. These activities include a light switch, straight path, push wall, wavy path and fidget spinner that allow children to click, push, spin and move objects.

Material Specifications

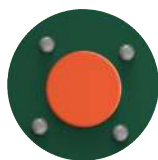
- Quiet Grove weldments shall be made of 60.3 mm (2-3/8") OD x 12 ga, 4.5 mm (7 ga), 3.0 (11 ga) sheet steel.
- Panels routed from clear Polycarbonate material (Lexan).
- Play events made with 19 mm (.75") HDPE machined with a non skid surface.
- Post caps constructed from cast 319 Aluminum.
- Frame painted per PPLT paint specification.

PRODUCT	ITEM	SIZE	WEIGHT	INSTALL HOURS
Quiet Grove	200203609	18'x 17' (5m x 5m)	570 lb(259 kgs)	16

QUIET GROVE contd.

Calming Activities

Sometimes typical calming activities agitate rather than soothe. For these kids, Quiet Grove incorporates repetitive diversions to help balance the mind and body. The activities don't take much thought, but offer movement which they can concentrate on. The concentration of "something but nothing" lets the child regroup.



Light Switch

Light Switch

Hit the switch up, hit the switch down. A small sound reinforces the activity.



Straight Path

Straight Path

Simply move the slider up and down the path.



Fidget Spinner

Fidget Spinner

Make it spin and watch the movement as it goes around and around.



Push the Wall

Push the Wall

It is "heavy work" to try and push a wall. "Heavy work" is any type of activity that pushes or pulls against the body and helps center a child.



Wavy Path

Wavy Path

Move the slider up and down through a wavy path.

Apprenticeship Utilization Act Information and Forms

APPRENTICESHIP UTILIZATION ACT

BACKGROUND

Senate Bill 207 (Apprenticeship Utilization Act) passed during the 2019 Legislative Session added sections 338.0116 and 338.01165 to the NRS. These new provisions apply to bids for public works where the value exceeds \$100,000.00. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State.

A contractor or subcontractor engaged in **horizontal construction** who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 3 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

“Horizontal Construction” means the construction of any fixed work, including any irrigation, drainage, water supply, flood control, harbor, railroad, highway, tunnel, airport or airway, sewer, sewage disposal plant or water treatment facility and any ancillary vertical components thereof, bridge, inland waterway, pipeline for the transmission of petroleum or any other liquid or gaseous substance, pier, and work incidental thereto. The term does not include vertical construction, the construction of any terminal or other building of an airport or airway, or the construction of any other building.

A contractor or subcontractor engaged in **vertical construction** who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 10 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

“Vertical Construction” means the construction or remodeling of any building, structure or other improvement that is predominantly vertical, including, without limitation, a building, structure or improvement for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind, and any improvement appurtenant thereto.

A Public Body/Awarding Body, upon the request of a contractor or subcontractor, **MAY** submit a request for a modification or waiver of the percentage of hours of labor of one or more apprentices prior to (1) the bid advertisement; (2) the bid opening; or (3) the award of the contract if, “Good Cause” exists. The Labor Commissioner may also grant a modification or waiver from the requirements of NRS 338.01165 after work on the public work has commenced.

CITY OF SPARKS – OPERATIONAL PROCESS FOR COMPLIANCE (POST-BID)

The timeline associated with initial collection of materials associated with compliance with the Apprenticeship Utilization Act (“the Act”) is as follows:

Pre-Award Meeting – Following the public opening of bids (as soon as practical), a meeting will be scheduled with the apparent low bidder to discuss the bidder’s ability to meet the requirements of the Act. At this meeting, the contractor will provide a “Project Workforce Checklist” that indicates the expected classification of workers on the project and the determination as to whether or not apprentices may be required per the provisions of the Act.

Determination of Availability of Apprentices

Immediately following the Pre-Award Meeting, the low bidder will survey the market to determine whether there are a sufficient number of apprentices available in the jurisdiction to meet the requirements of the Act, specific to the project at-hand. The contractor will then communicate the results of this survey to the City of Sparks by either indicating they can go forward without further action by the City or by delivering a completed “Apprenticeship Utilization Act Waiver Request” form(s) for consideration by the City and the Nevada Labor Commissioner.

Communications concerning compliance and/or delivery of waiver requests should occur within 14 calendar days of the Pre-Award Meeting.

Waiver Requests

Upon receipt of any waiver requests, the City will consider the materials provided and, as required, forward the materials to the Nevada Labor Commissioner for consideration and possible approval. Upon receipt of that determination, the City of Sparks will communicate the results back to the Contractor as soon as possible.

Contract Award

Once the City and the low bidder have completed the work required to determine the apparent compliance with the Act, the award of the construction contract will be scheduled for consideration by the City Council.

Post-Award Requests

As allowed by the Act, should an awarded Contractor determine in the course of a project that their ability to comply with the requirements of the Act has changed, additional waiver requests or other relevant information should be communicated to the City as soon as practical for further action and consideration by the City and/or the Nevada Labor Commissioner.

Sample Forms

Additional information and sample forms for use in compliance with the Act may be found on the website of the Nevada Labor Commissioner at:

http://labor.nv.gov/Apprenticeship_Utilization_Act/Apprenticeship_Utilization_Act/

This information may also be found following this page and include:

- 1) Apprenticeship Utilization Guide
- 2) Apprenticeship Verification Process
- 3) Project Workforce Checklist
- 4) Request for Apprentice Availability on a Public Work
- 5) Apprenticeship Utilization Act Waiver Request

STEVE SISOLAK
Governor

TERRY REYNOLDS
Director

SHANNON M. CHAMBERS
Labor Commissioner

STATE OF NEVADA



OFFICE OF THE LABOR COMMISSIONER
1818 COLLEGE PARKWAY, SUITE 102
CARSON CITY, NEVADA 89706
PHONE (775) 684-1890
FAX (775) 687-6409

OFFICE OF THE LABOR COMMISSIONER
3300 W. SAHARA AVE. SUITE 225
LAS VEGAS, NEVADA 89102
PHONE (702) 486-2650
FAX (702) 486-2660

Department of Business & Industry

OFFICE OF THE LABOR COMMISSIONER

<http://www.labor.nv.gov>

Senate Bill 207 – Apprenticeship Utilization Act becomes effective January 1, 2020
<https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text>

APPRENTICE VERIFICATION PROCESS

When a Contractor and/or Subcontractor first lists an Apprentice on a Certified Payroll Report (CPR) they must submit with that CPR documentation to substantiate that the Apprentice is registered with the Bureau of Apprenticeship and Training of the Office of Apprenticeship, Training, Employer and Labor Services of the Employment and Training Administration of the United States Department of Labor or its successor **and** the State Apprenticeship Council. (Emphasis added). A properly enrolled and registered Apprentice is exempt from NRS 338.020 to NRS 338.090, inclusive. An Apprentice is paid pursuant to terms of the Apprenticeship Agreement/Standards for the type of work covered by the Apprenticeship Agreement/Standards as approved by the State Apprenticeship Council and/or Nevada Revised Statutes (NRS) section 610 or Nevada Administrative Code (NAC) section 610. (See NRS 338.080)

ELECTRONIC REPORTING/VERIFICATION OF APPRENTICES FOR CERTIFIED PAYROLL REPORTS AND SENATE BILL 207

Contractor and/or Subcontractors utilizing electronic Certified Payroll Reporting software, such as LCP Tracker or other software, should upload the documentation substantiating that the Apprentice is registered with the Bureau of Apprenticeship and Training of the Office of Apprenticeship, Training, Employer and Labor Services of the Employment and Training Administration of the United States Department of Labor or its successor **and** the State Apprenticeship Council. The Contractor and/or Subcontractor should upload any Apprentice Forms verifying the Apprentice's registration and any expiration parameters that need to be applied for the Apprentice in the Certified Payroll Reporting software.

The Awarding/Public Bodies should verify and review /certify that the Apprentice is registered and that the supporting documents were electronically uploaded before a Contractor and/or Subcontractor can certify them on the first Certified Payroll Report. The Awarding/Public Bodies and/or other entities as necessary, will validate the Apprentice information as the database Administrator for that project or multiple projects. This will allow the database Administrator, typically, the Awarding/Public Bodies, to verify and accept the Apprentice Forms for the Apprentice/Worker in question, regardless of the number of projects the Apprentice/Employee may be assigned to within the database.

****Contractors and/or Subcontractors and/or Awarding/Public Bodies will not need to obtain an Apprentice Verification Form because, the Apprentice Forms will be loaded into the database by the Contractor and/or Subcontractor along with any expiration parameters. This information will then be reviewed and verified by the Awarding/Public Bodies and/or other entities as necessary.**

This Apprentice approval process ensures an Apprentice is: 1.) Registered with the Bureau of Apprenticeship and Training of the Office of Apprenticeship, Training, Employer and Labor Services of the Employment and Training Administration of the United States Department of Labor or its successor **and** the State Apprenticeship Council; and 2.) Assists with validating Apprentice %'s for purposes of Senate Bill 207.

Compliance with Senate Bill 207 (Passed during 2019 Legislative Session.) The Awarding/Public Bodies and Contractors or Subcontractors must ensure the reporting of Apprentices complies with Senate Bill 207, unless a Waiver has been granted by the Labor Commissioner. Apprentices shall be used and reported for at least 10 % of the total hours on vertical construction and 3 % of the total hours for horizontal construction of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work when more than three employees of each a craft are employed at the site of work.

Apprenticeship Ratio: Be sure to review the apprenticeship standards to see if they provide for a ratio of apprentices to journeymen. If the ratio is not complied with the apprentice is to be paid at full journeyman rate for the type of work performed. (See NAC 338.0095). Awarding/Public Bodies may contact the Governor's Office of Workforce Innovation to verify the proper apprenticeship ratio because, they have jurisdiction over the Nevada State Apprenticeship Council and apprenticeship standards/agreements and the registration of apprentices.

STEVE SISOLAK
Governor

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Director

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<http://www.labor.nv.gov>

**SUPPLEMENTAL GUIDANCE
APPRENTICESHIP UTILIZATION ACT
MARCH 5, 2021**

**WHAT DOES MORE THAN 3 WORKERS EMPLOYED FOR EACH
APPRENTICED CRAFT OR TYPE OF WORK PERFORMED MEAN?**

For a public works project over \$100,000, the Apprenticeship Utilization Act – Nevada Revised Statutes (NRS) section 338.01165, would be triggered when there were more than 3 workers employed for each apprenticed craft or type of work to be performed on the public works project. NRS section 338.01165 does not specify or clarify if the more than 3 is for the entire public works project, or more than 3 for a specific day(s), week(s), and/or another period. NRS section 338.01165 does however clarify that for Horizontal Construction, if there are more than 3 workers employed for each apprenticed craft or type of work performed, then 3% of the total hours for that apprenticed craft or type of work performed must be worked by an apprentice. For Vertical Construction, it is 10% of the total hours for that apprenticed craft or type of work performed that must be worked by an apprentice.

The Office of the Labor Commissioner/Labor Commissioner (OLC/LC) has interpreted the plain language of NRS section 338.01165 in connection with the legislative history and intent to mean that there must be more than 3 employees/workers employed on the public works project/work site at any one time and/or the same time for each apprenticed craft or type of work performed to trigger the requirements of NRS section 338.01165. In other words, there must be a “crew” of more than 3 employees/workers for each apprenticed craft or type of work performed on the public works project/work site at the same time for the requirements of NRS section 338.01165 to apply. This could include a crew of more than 3 employee/workers of an apprenticed craft or type of work performed present at the same time on the project/work site for only 1 full day of work. The OLC/LC would also look to the potential rotation of crews to avoid the requirements of NRS section 338.01165.

CITY OF SPARKS

Project Workforce Checklist

For Compliance with the Nevada Apprenticeship Utilization Act, 2019

Project: _____ Contractor: _____

Craft/Type of Work	More than 3 Employees Anticipated?	Anticipate Needing Waiver?†
Air Balance Technician	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Alarm Installer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Boilermaker	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Bricklayer , can also include tile setter, terrazzo workers and marble masons.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Carpenter , can also include cement masons, floor coverer, millwright and piledriver (non-equipment), plasterers and terrazzo workers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Cement Mason	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Electrician , includes communication technician, line, neon sign and wireman. Can also include alarm installer.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Elevator Constructor	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Fence Erector	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Flag Person	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Floor Coverer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Glazier (see also Painters and Allied Trades)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Highway Striper	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Hod Carrier , includes brick-mason tender and plaster tender.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Iron Worker , can also include fence erectors (steel/iron)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Laborer , can also include fence erector (non-steel/iron), flag person, highway striper and traffic barrier erector	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Lubrication and Service Engineer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mason , can also cement, plasterer, tile setter, terrazzo workers and marble masons	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Mechanical Insulator	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Millwright	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Operating Engineer , can also include equipment greaser, piledriver, soils and material tester, steel fabricator/erector (equipment) and surveyor (non-licensed) and well driller.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Painters and Allied Trades , can also include glaziers, floor coverers, and tapers.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Pile Driver (non-equipment)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>

Craft/Type of Work	More than 3 Employees Anticipated?	Anticipate Needing Waiver? [‡]
Plasterer	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Plumber/Pipefitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Refrigeration	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Roofer (not sheet metal)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sheet Metal Worker, can also include air balance technician.	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Soils and Materials Tester, includes certified soil tester	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Sprinkler Fitter	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Surveyor (non-licensed)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Taper	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Tile/Terrazzo Worker/Marble Mason	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Traffic Barrier Erector	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Truck Driver	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Well Driller (see also Operating Engineer)	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
Other*:	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
	Yes <input type="checkbox"/> No <input type="checkbox"/> N/A <input type="checkbox"/>	Yes <input type="checkbox"/> No <input type="checkbox"/>
<p>[‡]Pursuant to the Labor Commissioner’s Nov. 27, 2019 Advisory Opinion, waivers are not required in those crafts/types of work where no recognized apprenticeship program exists in the region where the public work is located. Contractor is responsible for verifying whether recognized apprenticeship programs exist in the region for each craft/type of work to be performed.</p>		
<p>*Contractor is responsible for ensuring all crafts/types of work to be performed on the public work are accounted for in this checklist. Attach additional pages if needed.</p>		

I affirm I am fully authorized to acknowledge, on behalf of the Contractor listed above, the anticipated workforce, and acknowledge that changes to the anticipated workforce which may have an impact on compliance with the Nevada Apprenticeship Utilization Act, 2019 will require the submittal of a revised form within ten (10) working days of such change.

Signed: _____

Name and Title: _____

Date: _____

Contractor Name: _____

STATE OF NEVADA
Office of the Labor Commissioner

REQUEST FOR APPRENTICE AVAILABILITY ON A PUBLIC WORK

Senate Bill (SB) 207 - Apprenticeship Utilization Act passed during the 2019 Legislative Session adds a section to NRS section 338. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State. <https://www.leg.state.nv.us/App/NELIS/REL/80th2019/Bill/6351/Text>

You may use this form to request an Apprentice or determine availability of an Apprentice from a Registered Apprenticeship Program in the applicable craft or trade in the area of the Public Works Project. For information about Registered Apprenticeship Programs in your area and Registered Apprentices, please visit www.labor.nv.gov or the Nevada State Apprenticeship Council at www.owinn.nv.gov/Apprenticeship/AboutSAC/ *The Governor's Office of Workforce Innovation (OWINN) is responsible for the Nevada State Apprenticeship Council and the approval and registration of Apprenticeship Programs and Apprentices.

Requests for dispatch must be in writing and submitted (and received) at least 5 business days in advance (excluding weekends and holidays) via first class mail, fax or email. Proof of submission (and receipt) will be required. Please refer to Chapter 610 of the Nevada Revised Statutes and Nevada Administrative Code Chapter 610 for the laws and regulations governing Registered Apprenticeship Programs and Registered Apprentices.

Request Submitted to: _____ Date Request Submitted: _____

Name of Registered Apprenticeship Program: _____
Contact Person/Title: _____
Address: _____, _____, NV _____
Tel No.: (____) _____ Fax No.: (____) _____ Email: _____

Requestor Information:
Contractor/Subcontractor: _____ License Number: _____
Contact Person/Title: _____
Address: _____, _____, _____
Tel No.: (____) _____ Fax No.: (____) _____ Email: _____

Availability Request Information:
Number of Apprentice(s) Required: ____ Craft or Trade: _____
Apprentice(s) Report Date: _____ (5 business days' notice required) Report Time: __: __ __.
Name of Person to Report to: _____
Address to Report to: _____, _____, NV _____

Project Information:
Contract Name/Number: _____ Project Location: _____
Awarding Body Name: _____
Contact Person/Title: _____
Tel No.: (____) _____ Fax No.: (____) _____ Email: _____

 Print Name/Title _____ *Signature ____/____/____ Date

*By signing this form you certify that the information you have provided is true and correct to the best of your knowledge.

Request Approved: Request Denied:

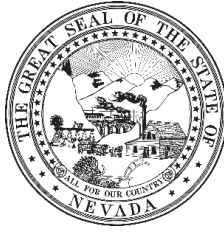
Notes: _____

 Print Name/Title _____ Signature ____/____/____ Date
 Date Received: _____ Date Returned: _____

**Governor's Office of Workforce
Innovation (OWINN)**

Main Phone # 702-486-8080

When completed, email to:
NVApprenticeship@gov.nv.gov



**REQUEST FOR NEVADA
REGISTERED APPRENTICE
VERIFICATION**

Name of requesting contractor/awarding body/organization:	
Name and title of person requesting this verification:	
Contact phone # of person requesting this verification:	
Email address of person requesting this verification:	
Date this request was submitted to OWINN:	
Additional information regarding current Public Works projects for requester: (for example, project owner(s), PWP/contract #(s), project name(s), etc.)	

*APPRENTICE NAME (First, Last)	RAPIDS ID #	OCCUPATION	APPRENTICESHIP PROGRAM (for example, Local 12)
Additional information regarding apprentice(s): (for example, apprentice status, wage %, etc.)			

*Apprentices only need to be verified once per year/per contractor, and once approved, can be used for multiple Public Works.

Note: The Requesting Contractor/Awarding Body/Organization certifies and assures the information above is true and correct. It also acknowledges that Journeymen wages must be paid for time worked during canceled or suspended time periods or when required ratios are not met. Furthermore, the OWINN office will not process this Apprentice Verification request unless this form is signed, and ALL FIELDS are completed.

Signed: _____ **Date:** _____

Name/Title: _____

FOR OWINN USE ONLY

Date Received: _____

Occupation	Initial Ratio		Ratio Thereafter	
	Apprentice(s)	per Journeymen	Apprentice(s)	per Journeymen
	_____ / _____		_____ / _____	
	_____ / _____		_____ / _____	

OWINN Verified by: _____ Date: _____

Forms

(to be used following award of bid)

- 1) Contract Form**
- 2) Performance Bond**
- 3) Payment Bond**



TITLE
BID # BIDNUMBER
PWP# PWPNUMBER

THIS CONTRACT made and entered into on this DAY day of MONTH, YEAR by and between the City of Sparks, Nevada, a municipal corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter called "City", and **CONTRACTORNAME**, a qualified Contractor in the class of work required, hereinafter called "Contractor".

W I T N E S E T H

WHEREAS, the City has awarded a contract to Contractor for providing material and/or performing the work hereinafter mentioned in accordance with the proposal of said Contractor;

WHEREAS, the Contractor will provide the material and/or perform the work for the compensation stated in said proposal, an amount which has been arrived at between the parties;

WHEREAS, each party is willing to and does assume joint liability for the contents of this Contract, and each party accordingly agrees that it shall not be construed against any party as a drafting party;

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope of Work:

The scope of work for this contract is generally defined as **TITLE**. The City's Contract Documents and Contractor's Entire Proposal are on file with the City of Sparks. All terms, conditions and requirements contained within these Documents, including any and all bid documents, addenda and specifications issued by the City, are hereby incorporated by reference into this Contract.

The Contractor shall perform within the time stipulated, the Contract as herein defined and shall provide and furnish any and all of the labor, materials, methods or processes, equipment implements, tools, machinery and equipment, and all utility, transportation and other services required to construct, install and put in complete order for use in a good and workmanlike manner all of the work covered by the Contract in connection with strict accordance with the plans and specifications therein, which were approved by said City and are on file with the City, including any and all addenda issued by the City, and with the other contract documents hereinafter enumerated.

2. Payment for Project Services

As full consideration for the Services to be performed by Contractor, City agrees to pay Contractor as set forth in accordance with the bid and not to exceed fee of **\$AMOUNT** for the project.

A monthly progress payment in the amount of ninety-five percent (95%) of the value of the work completed may be made every thirty (30) days upon application by the Contractor and certification by the Project Manager that such work has been completed.

Partial payments will be made once each month as the work satisfactorily progresses and after acceptance



by the authorized City representative. The progress estimates shall be based upon materials in place, or on the job site and invoiced, and labor expended thereon. From the total of the amount ascertained will be deducted an amount equivalent to five percent (5%) of the whole, which five percent (5%) will be retained by the City until after completion of the entire Contract in an acceptable manner. Any time after fifty percent (50%) of the value of the work has been completed, the City will make any of the remaining partial payments in full.

No such estimates or payments shall be required to be made, when, in the judgment of the City Project Manager, the work is not proceeding in accordance with the provision of the Contract, or when in his judgment the total value of the work done since last estimate amounts to less than Five Hundred Dollars (\$500.00).

The cost of materials conforming to the plans and specifications (materials being those which are required to be contained and incorporated in a finished contract bid item) delivered to the project and not at the time incorporated in the work, may also be included in the estimate for payment. No such estimate or payment shall be construed to be an acceptance of any defective work or improper material. The Contractor shall be responsible for, and shall not remove from the project any material that has been included in the estimate for payment.

Final payment shall be made upon the Project Manager certifying that the Contractor has satisfactorily completed the work in conformity with the Contract Documents.

3. Time for Completion:

The Contractor shall deliver the material and/or services called for in the specifications/proposal and within the delivery time specified and in accordance with the terms of the contract. Work shall be completed within _____ days from the Notice to Proceed issued by the City of Sparks Purchasing Division. The Contractor shall not alter or vary any terms or conditions contained or incorporated herein, including but not limited to, the quantity, price, delivery date or date designated as After Receipt of Order (ARO) or date for commencement or completion of services as mutually agreed upon, unless such alteration or variation is consented to in writing by a duly authorized representative of the City.

The City reserves the right to cancel resultant Contract upon ten days written notice in the event the type and quality of the product or work performance is unsatisfactory or in default, subject to Contractor's right to cure as outlined in termination clause.

This is a non-exclusive Contract and the City reserves the right to acquire the material and/or services at its discretion, from other sources during the term of this Contract.

4. No Unlawful Discrimination:

In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without



limitation, apprenticeship. The contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Any violation of these provisions by Contractor shall constitute a material breach of contract. In all cases where persons are employed in the construction of public works, preference must be given when the qualifications of the applicants are equal:

- A) First: To honorably discharged soldiers, sailors and marines of the United States who are citizens of the State of Nevada.
- B) Second: To other citizens of the State of Nevada

If the provisions of this section are not complied with by the contractor engaged on the public work, the contract is void, and any failure or refusal to comply with any of the provisions of this section renders any such contract void and subject to the exceptions contained in this section, no money may be paid out of the State Treasury or out of the treasury of any political subdivision of the State to any person employed on any work mentioned in this section unless there has been compliance with the provisions of this section. Any contractor engaged on a public work or any other person who violates any of the provisions of this section is guilty of a misdemeanor. The penalties provided for in this section do not apply where violations thereof are due to misrepresentations made by the employee or employees.

5. No Illegal Harassment:

Violation of the City's harassment policy, which is incorporated by reference and available from the Human Resource Division, by the Contractor, its officers, employees, agents, vendors, consultants, subcontractors and anyone from whom it is legally liable, while performing or failing to perform Contractor's duties under this Contract shall be considered a material breach of contract.

6. Lawful Performance:

Vendor shall abide by all Federal, State and Local Laws, Ordinances, Regulations, and Statutes as may be related to the performance of duties under this agreement. In addition, all applicable permits and licenses required shall be obtained by the vendor, at vendor's sole expense.

7. Preferences (This Section IS IS NOT Applicable to this contract):

To the extent Contractor has sought and qualified for a bidding preference and this project has a value of over \$250,000 pursuant to Nevada Revised Statutes Chapter 338, Contractor acknowledges and agrees that the following requirements will be adhered to, documented and attained for the duration of the Project:

- 1. At least 50 percent of the workers employed on the Project (including subcontractors) hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles;
- 2. All vehicles used primarily for the public work will be (a) registered and (where applicable) partially apportioned to Nevada; or (b) registered in Nevada; and
- 3. The Contractor shall maintain and make available for inspection within Nevada all payroll records related to the Project.

Contractor recognizes and accepts that failure to comply with any requirements herein shall be a



material breach of the contract and entitle the City of Sparks to liquidated damages in the amount set by statute. In addition, the Contractor recognizes and accepts that failure to comply with any requirements herein may lose its certification for a preference in bidding and/or its ability to bid on any contracts for public works pursuant to NRS Chapter 338.

To the extent Contractor has sought and qualified for a bidding preference and this project has a value of over \$250,000 pursuant to Nevada Revised Statutes Chapter 338, each contract between the contractor, applicant or design-build team and a subcontractor must provide for the apportionment of liquidated damages assessed pursuant to this section if a person other than the Contractor was responsible for the breach of a contract for a public work caused by a failure to comply with a requirement of Items 1-5 within this section. The apportionment of liquidated damages must be in proportion to the responsibility of each party for the breach.

8. Prevailing Wages:

The Contractor and subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including Chapter 338 of the NRS, which is entitled, "Public Works Projects."

The Contractor shall ensure that all employees on the work site are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the Contract totals One Hundred Thousand Dollars (\$100,000) or more, or when required by the Supplementary Conditions. If a Change Order causes a Contract to exceed One Hundred Thousand Dollars (\$100,000), the State Labor Commissioner may audit the entire Contract period.

Questions involving the Prevailing Wage Rates for the City of Sparks should be referred to the Labor Commissioner, State of Nevada, at (775) 687-4850.

When federal money is associated with the project making the Contract subject to both state and federal wage rates, the Contractor shall not pay less than the higher rate when the two rates differ for similar kinds of labor.

- A. Posting of Minimum Wage Rates - In accordance with NRS, Chapter 338, Section 338.020, the Contractor shall post the hourly and daily rate of wages to be paid to each of the classes of mechanics and workers on the site of Work of this Contract in a place generally visible to the workers.
- B. Pursuant to NRS 338.060 and 338.070, the Contractor hereby agrees to forfeit, as a penalty to the City of Sparks, not less than Twenty Dollars (\$20) nor more than Fifty Dollars (\$50) for each calendar day or portion thereof that each worker employed on the Contract is paid less than the designated rate for any work done under the Contract, by the Contractor or any subcontractor under him, or is not reported to the City of Sparks as required by NRS 338.070.
- C. The contractor and each subcontractor shall keep or cause to be kept an accurate record showing, for each worker employed by the contractor or subcontractor:
 - (1) The name of the worker;



-
- (2) The occupation of the worker;
 - (3) If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
 - (4) The actual per diem, wages and benefits paid to the worker.

In addition, the contractor and each subcontractor shall keep or cause to be kept an accurate record showing, for each worker employed by the contractor or subcontractor who has a driver's license or identification card:

- (1) The name of the worker;
- (2) The driver's license number or identification card number of the worker; and
- (3) The state or other jurisdiction that issued the license or card.

D. The records in Section C above must be open at all reasonable hours to the inspection of the City of Sparks, and its officers and agents. A copy of the each record for each calendar Month for the General Contractor and all Sub-Contractors must be submitted to the City of Sparks no later than 15 days after the end of each month for the previous months' wages.

9. Apprenticeship Utilization Act:

Senate Bill 207 (Apprenticeship Utilization Act) passed during the 2019 Legislative Session added sections 338.0116 and 338.01165 to the NRS. These new provisions apply to bids for public works where the value exceeds \$100,000.00. In passing SB 207, The Legislature hereby finds and declares that: (1) A skilled workforce in construction is essential to the economic well-being of the State; (2) Apprenticeship programs are a proven method of training a skilled workforce in construction; and (3) Requiring the use of apprentices on the construction of public works will ensure the availability of a skilled workforce in construction in the future for this State.

A contractor or subcontractor engaged in **horizontal construction** who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 3 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.

“Horizontal Construction” means the construction of any fixed work, including any irrigation, drainage, water supply, flood control, harbor, railroad, highway, tunnel, airport or airway, sewer, sewage disposal plant or water treatment facility and any ancillary vertical components thereof, bridge, inland waterway, pipeline for the transmission of petroleum or any other liquid or gaseous substance, pier, and work incidental thereto. The term does not include vertical construction, the construction of any terminal or other building of an airport or airway, or the construction of any other building.

A contractor or subcontractor engaged in **vertical construction** who employs a worker on a public work pursuant to NRS 338.040 shall use one or more apprentices for at least 10 percent of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work for which more than three workers are employed.



“Vertical Construction” means the construction or remodeling of any building, structure or other improvement that is predominantly vertical, including, without limitation, a building, structure or improvement for the support, shelter and enclosure of persons, animals, chattels or movable property of any kind, and any improvement appurtenant thereto.

A Public Body/Awarding Body, upon the request of a contractor or subcontractor, **MAY** submit a request for a modification or waiver of the percentage of hours of labor of one or more apprentices prior to (1) the bid advertisement; (2) the bid opening; or (3) the award of the contract if, “Good Cause” exists. The Labor Commissioner may also grant a modification or waiver from the requirements of NRS 338.01165 after work on the public work has commenced.

10. Acceptance by the City:

It is expressly understood and agreed that all materials provided and/or work done by the Contractor shall be subject to inspection and acceptance by the City at its discretion, and that any progress inspections and approval by the City of any item or work shall not forfeit the right of the City to require the correction of faulty workmanship or material at any time during the course of the work, although previously approved by oversight. Nothing herein contained shall relieve the Contractor of the responsibility for proper construction and maintenance of the work, materials and equipment required under the terms of this Contract until all work has been completed and accepted by the City.

11. Waiver:

No waiver of any term, provision or condition of this Contract, whether by conduct or otherwise, in any one or more instances, shall be deemed to be nor shall it be construed as a further or continuing waiver of any such term, provision or condition of this Contract. No waiver shall be effective unless it is in writing and signed by the party making it.

12. Notices:

All notices required to be given in writing by this Contract shall be deemed to be received (i) upon delivery if personally delivered, or (ii) when receipt is signed for if mailed by certified or registered mail, postage prepaid, or by express delivery service or courier, when addressed as follows (or sent to such other address as a Party may specify in a notice to the others):

PURCHASING MANAGER
CITY OF SPARKS
431 PRATER WAY
PO BOX 857
SPARKS, NV 89432-0857

CONTRACTOR:
CONTACT
CONTRACTORNAME
ADDRESS
CITY, STATE ZIP

13. Arbitration:

Any and all disputes, controversies or claims arising under or in connection with this Contract, including without limitation, fraud in the inducement of this Contract, or the general validity or enforceability of this Contract, shall be governed by the laws of the State of Nevada without giving effect to conflicts of law principles, may be submitted to binding arbitration before one arbitrator, and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in a private manner in Washoe County, Nevada. This award shall be final and judgment may be entered upon it in



any court having jurisdiction thereof. In reaching this final award, the arbitrator shall have no authority to change or modify any provision of this Contract. All other expenses of arbitration shall be borne equally by the parties. All fees, including legal fees, shall be borne by the party who incurred them. All costs of enforcement shall be borne by the losing party. Each party shall have the right to discovery in accordance with the Nevada Rules of Civil Procedure.

14. Jurisdiction and Venue:

In the event the arbitration award is challenged, any action or proceeding seeking to do so must be brought in the courts of the State of Nevada, County of Washoe, or if the party can acquire subject-matter jurisdiction, in the United States District Court for the District of Nevada in the City of Reno. Each of the parties consents to the personal jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party by sending it certified mail to the respective addresses designated for notice.

15. Indemnification:

To the fullest extent permitted by law, upon award, Contractor shall hold harmless, indemnify, defend and protect City, its affiliates, officers, agents, employees, volunteers, successors and assigns ("Indemnified Parties"), and each of them from and against any and all claims, demands, causes of action, damages, costs, expenses, actual attorney's fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or related to any act or omission of Contractor, its employees, agents, representatives, or Subcontractors in any way related to the performance of work under this Agreement by Contractor, or to work performed by others under the direction or supervision of Contractor, including but not limited to:

1. Personal injury, including but not limited to bodily injury, emotional injury, sickness or disease, or death to persons;
2. Damage to property of anyone, including loss of use thereof;
3. Penalties from violation of any law or regulation caused by Contractor's action or inaction;
4. Failure of Contractor to comply with the Insurance requirements established under this Agreement;
5. Any violation by Contractor of any law or regulation in any way related to the occupational safety and health of employees.

In determining the nature of the claim against City, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against City.

If City's personnel are involved in defending such actions, Contractor shall reimburse City for the time and costs spent by such personnel at the rate charged City for such services by private professionals.

In cases of professional service agreements, requiring professional liability coverage:

If the insurer by which a Consultant is insured against professional liability does not so defend the City and applicable agents and/or staff, and the Consultant is adjudicated to be liable by a trier of fact, the City shall be entitled to reasonable attorney's fees and costs to be paid to the City by the



Consultant in an amount which is proportionate to the liability of the of the Consultant.

Nothing in this contract shall be interpreted to waive nor does the City, by entering into this contract, waive any of the provisions found in Chapter 41 of the Nevada Revised Statutes.

16. Licenses and Permits:

The Contractor shall procure at his own expense all necessary licenses and permits and shall adhere to all the laws, regulations and ordinances applicable to the performance of this Contract.

All Contractors, Sub-Contractors and Suppliers doing business within the City of Sparks are required to obtain a current business license from the City of Sparks prior to commencement of this contract. Per Sparks Municipal Code Section 5.08.020A: "It is unlawful for any person to transact business in the City without first having obtained a license from the City to do so and without complying with all applicable provisions of this title and paying the fee therefore."

17. Insurance:

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF THE APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

The City may, unless otherwise required by law, waive or reduce the insurance requirements itemized here, at the discretion of the city's Contracts and Risk Manager.

Should work be required on City premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of insurance for the types of coverage, limits of insurance and other terms specified herein, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

Contractor shall at its own expense carry and maintain at all times the following insurance coverage and limits of insurance no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater. Contractor shall also cause each subcontractor employed by Contractor to purchase and maintain insurance of the type specified herein. All insurers must have AM Best rating not less than A-VII, and be acceptable to the City. Contractor shall furnish copies of certificates of insurance evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this contract at City's option. If Contractor fails to maintain the insurance as set forth herein, City shall have the right, but not the obligation, to purchase said insurance at Contractor's expense.

Contractor shall provide proof of insurance for the lines of coverage, limits of insurance and other terms specified below prior to initiation of any services. Coverage shall be from a company authorized to



transact business in the State of Nevada and the City of Sparks. Contractor and any of its subcontractors shall carry and maintain coverage and limits no less than the following or the amount customarily carried by Contractor or any of its subcontractors, whichever is greater.

Applicable to this Contract	Insurance Type	Minimum Limit	Insurance Certificate	Additional Insured	Waiver of Subrogation
Yes	General Liability/Umbrella (Excess) Liability	\$2,000,000	✓	✓	✓
Yes	Automobile Liability	\$1,000,000	✓	✓	
Yes	Workers' Compensation	Statutory	✓	N/A	✓
Yes	Employer's Liability	\$1,000,000	✓	N/A	
No	Professional Liability	\$1,000,000	✓	N/A	N/A
No	Pollution Legal Liability	\$1,000,000	✓	N/A	N/A

Commercial General Liability

Contractor shall carry and maintain Commercial General Liability (CGL) and, if necessary to meet required limits of insurance, commercial umbrella/excess liability insurance with a total limit of not less than the limits specified herein.

For contracts that are for the construction or improvement of public facilities, the Contractor shall obtain and maintain products and completed operations liability coverage through the statute of repose after completion of the project. Continuing commercial umbrella coverage, if any, shall include liability coverage for damage to the insured's completed work equivalent to that provided under ISO form CG 00 01.

There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from pollution, explosion, collapse, underground property damage, or damage to the named insured's work unless Subcontractor carries and maintains separate policies providing such coverage and provides Contractor evidence of insurance confirming the coverage.

Minimum Limits of Insurance

- \$2,000,000** Each Occurrence Limit for bodily injury and property damage
- \$2,000,000** General Aggregate Limit
- \$2,000,000** Products and Completed Operations Aggregate Limit
- \$10,000** Medical Expense Limit

If Commercial General Liability Insurance or other form with a general aggregate limit is used, it shall be revised to apply separately to this PROJECT or LOCATION.



Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Commercial General Liability (CGL) "Occurrence" form CG 00 01 04/13 or substitute form providing equivalent coverage and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract).

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds using the applicable ISO additional insured endorsement(s) or substitute forms providing equivalent coverage, in respects to damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Primary and Non-Contributory

Contractor's insurance coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City, its officers, agents, employees, and volunteers. There shall be no endorsement or modification of the CGL to make it excess over other available insurance; alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

Waiver of Subrogation

Contractor waives all rights against City and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the commercial general liability or commercial umbrella liability insurance maintained pursuant to this agreement. Insurer shall endorse CGL policy as required to waive subrogation against the City with respect to any loss paid under the policy.

Endorsements

Policy forms or endorsements are required confirming coverage for all required additional insureds. The forms or endorsements for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CGO 20 10 07/04 and CG 20 37 07/04 or substitute forms providing additional insured coverage for products and completed operations.

A waiver of subrogation in favor of City shall be endorsed to the policy using an unmodified Waiver of Transfer of Rights of Recovery of Others to Us ISO CG 24 04 05 09, or a substitute form providing equivalent coverage.

Electronic Data Liability

If any underground work will be performed, Contractor shall maintain electronic data liability insurance applicable to the Project and insuring against liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This coverage shall be



maintained with a limit of liability of not less than \$1,000,000 and provide coverage at least as broad as electronic data liability coverage form CG 04 37 (or substitute form providing equivalent coverage).

Railroad Protective Liability

For any construction or demolition work within fifty (50) feet of a railroad, Contractor shall maintain Railroad Protective Liability insurance on behalf of and in the name of the railroad, as named insured, with a limit of \$6,000,000 per occurrence or higher limit if required by the railroad. Contractor shall also ensure that any exclusions pertaining to the indemnification of a railroad are removed from its CGL policy or that ISO form CG 24 17 (Contractual Liability-Railroads Endorsements) is included in the coverage.

Business Automobile Liability

Minimum Limits of Insurance

\$1,000,000 Combined Single Limit per accident for bodily injury and property damage or the limit customarily carried by Contractor, whichever is greater. No aggregate limit may apply. Coverage may be combined with Excess/Umbrella Liability coverage to meet the required limit.

Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/13, CA 00 25 10/13, CA 00 20 10/13 or substitute form providing equivalent coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

Pollution liability coverage at least as broad as that provided under the ISO pollution liability—broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached for all contracts involving transportation of “hazardous material” as this term is defined by applicable law, including, but not limited to, waste, asbestos, fungi, bacteria and mold.

Additional Insured

City, its officers, agents, employees, and volunteers are to be included as insureds with respect to damages and defense arising from the ownership, maintenance or use of automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers. Additional insured status for City shall apply until the expiration of time within which a claimant can bring suit per applicable state law.

Endorsements

A policy endorsement is required listing all required additional insureds. The endorsement for Business Automobile Liability shall be at least as broad as the unmodified ISO CA 20 48 10/13 or a substitute form confirming City’s insured status for Liability Coverage under the Who Is An Insured Provision contained in Section II of the coverage form ISO CA 00 01 10/13.

Waiver of Subrogation.

Contractor waives all rights against City, its officers, agents, employees, and volunteers for recovery of damages to the extent these damages are covered by the commercial general liability or



commercial umbrella liability insurance maintained pursuant to this agreement. Contractor's insurer shall endorse policy to waive subrogation against City with respect to any loss paid under the policy.

Workers' Compensation and Employer's Liability

Contractor shall carry and maintain workers' compensation and employer's liability insurance meeting the statutory requirements of the State of Nevada, including but not limited to NRS 616B.627 and NRS 617.210 or provide proof that compliance with the provisions of Nevada Revised Statutes Chapters 616A-D and all other related chapters is not required. It is understood and agreed that there shall be no coverage provided for Contractor or any Subcontractor of the Contractor by the City. Contractor agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the City to make any payment under this Agreement to provide City with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

It is further understood and agreed by and between City and Contractor that Contractor shall procure, pay for and maintain the above-mentioned coverage at Contractor's sole cost and expense.

Should Contractor be self-funded for workers' compensation and employer's liability insurance, Contractor shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

Upon completion of the project, Contractor shall, if requested by City, provide a Final Certificate for itself and each Subcontractor showing that Contractor and each Subcontractor had maintained the required Workers Compensation and Employer's Liability by paying all premiums due throughout the entire course of the project.

Nevada law allows the following to reject workers' compensation coverage if they do not use employees or subcontractors in the performance of work under the contract:

- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)
- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS 617.207)

If a contractor has rejected workers' compensation coverage under applicable Nevada law, the contractor must indicate the basis for the rejection of coverage and complete, sign and have notarized an Affidavit of Rejection of Coverage. The Affidavit must be completed, signed and notarized prior to performance of any work.

Minimum Limits of Insurance

Workers' Compensation:	Statutory Limits
Employer's Liability:	\$1,000,000 Bodily Injury by Accident – Each Accident
	\$1,000,000 Bodily Injury by Disease – Each Employee



\$1,000,000 Bodily Injury by Disease – Policy Limit

Coverage Form

Coverage shall be at least as broad as the unmodified National Council on Compensation Insurance (NCCI) Workers Compensation and Employer's Liability coverage form WC 00 00 07/11 or substitute form providing equivalent coverage.

OTHER INSURANCE COVERAGES (IF APPLICABLE)

Professional Liability Insurance (if Applicable) \$1,000,000 each claim limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services. If coverage is required on a claims-made or claims-made and reported basis, any applicable retroactive or pending & prior litigation dates must precede the effective date of this contract. Continuous coverage shall be maintained, or an extended reporting period shall be obtained for a period of at least three (3) years following completion of the project.

Contractors Pollution Liability Insurance (If Applicable)- \$1,000,000 per occurrence and \$2,000,000 aggregate or whatever amount is acceptable to the City for any exposure to "hazardous materials" as this term is defined in applicable law, including but not limited to waste, asbestos, fungi, bacterial or mold.

Coverage shall apply to bodily injury; property damage, including loss of use of damaged property or of property that has not been physically injured; cleanup costs; and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims.

City shall be included as an insured under Contractor's pollution liability insurance.

If coverage is required on a claims-made or claims-made and reported basis, any applicable retroactive or pending & prior litigation dates must precede the effective date of this contract. Continuous coverage shall be maintained, or an extended reporting period shall be obtained for a period of at least three (3) years following completion of the project.

If the scope of services as defined in this contract includes the disposal of any hazardous materials from the job site, Contractor must furnish to City evidence of pollution liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting waste under this contract. Coverage certified to the City under this section must be maintained in minimum amounts of \$1,000,000 per loss, with an annual aggregate of at least \$2,000,000.

Lower tier sub-subcontractors, Truckers, Suppliers: Evidence confirming lower tier subcontractors, truckers and suppliers are maintaining valid insurance prior to beginning work on the project to meet the requirements set forth herein on Subcontractor, including but not limited to all additional insured requirements of Subcontractor.

ALL COVERAGES

Coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice has been given



to CITY except for ten (10) days' notice for nonpayment of premium.

DEDUCTIBLES AND RETENTIONS

Any deductibles or self-insured retentions that exceed \$100,000.00 per occurrence or claim must be declared to and approved by the City's Contracts and Risk Manager and prior to signing this Contract. City is entitled to request and receive additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retentions. Any changes to the deductibles or self-insured retentions made during the term of this Contract or during the term of any policy must be approved by City's Contracts and Purchasing Manager prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS

Should City and Contractor agree that higher coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount may be borne by City. City retains the option to purchase project insurance through Contractor's insurer or its own source.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-VII and acceptable to the City. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Contractor and insurance carrier. City reserves the right to require that Contractor's insurer be a licensed and admitted insurer in the State of Nevada, or meet any applicable state and federal laws and regulations for non-admitted insurance placement.

VERIFICATION OF COVERAGE

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

Prior to the start of any Work, Contractor must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:

- A. Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.
- B. Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.
- C. Policy Cancellation Endorsement.** Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior



written notice to the City of Sparks, the policy shall not be suspended, voided, cancelled or non-renewed, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance. If endorsements are not available, Contractor shall be responsible to provide prior written notice to City as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

D. Bonds (as Applicable). Bonds as required and/or defined in the original bid documents.

All certificates and endorsements are to be addressed to the City of Sparks, Purchasing Division and be received and approved by City before work commences. The City reserves the right to require complete certified copies of all required insurance policies at any time.

SUBCONTRACTORS

Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all the requirements stated herein.

MISCELLANEOUS CONDITIONS

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it, and such coverage and limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to City in this contract.
3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
 - a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
 - c. Terminate the Agreement.
4. If Contractor's liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

18. Liquidated Damages:

If the Product is not delivered/Project is not completed within the time stipulated in the bid, the Contractor shall pay to the City of Sparks as fixed, agreed and liquidated damages for delay and not as a



penalty (it being impossible to determine the actual damages occasioned by the delay) \$AMT for each _____ day of delay until delivery is completed; the Contractor shall be liable to the City of Sparks for the amount herein. This amount may be deducted from money due or to become due to the Contractor as compensation under this proposal in the event the Contractor fails to meet delivery schedules or product specifications.

19. Material Breach of Contract:

In the event Contractor fails to deliver the product and services as contracted for herein, to the satisfaction of the City of Sparks or otherwise fails to perform any provisions of this Contract, the City, after providing five (5) days written notice and Contractor's failure to cure such breach within the time specified in the notice, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative products and/or services from payment due the Contractor. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

20. Force Majeure:

Neither party to the Contract shall be held responsible for delay or default caused by fire, riot, acts of God, and/or war which is beyond that party's reasonable control. City may terminate the Contract upon written notice after determining such delay or default will reasonably prevent successful performance of the Contract.

21. Termination:

The City may terminate the Contract for material breach of contract upon ten (10) days written notice and recover all damages, deducting any amount still due the Contractor from damages owed to the City, or seek other remedy including action against all bonds. The Contractor may terminate the Contract for material breach of contract upon thirty (30) days written notice to the City.

22. Assignment:

All of the terms, conditions and provisions of this Contract, and any amendments thereto, shall inure to the benefit of and be binding upon the parties hereto, and their respective successors and assigns. The Contractor shall not assign this Contract without the written consent of the City which will not be unreasonably withheld.

23. Entire Contract:

This Contract constitutes the entire agreement of the parties and shall supersede all prior offers, negotiations, agreements and contracts whether written or oral. Any modifications to the terms and conditions of this Contract must be in writing and signed by both parties.

24. Severability:

If any part of this Contract is found to be void it will not affect the validity of the remaining terms of this Contract which will remain in full force and effect.

25. Headings:

Paragraph titles or captions contained in this Contract are inserted only as a matter of convenience and for reference only, and in no way define, limit, extend, or describe the scope of this Contract or the intent of any provision herein.



26. Singular Includes the Plural; Gender; Title Reference:

Whenever the singular number is used in this Contract and when required by the context, the same shall include the plural, and the use of any gender, be it masculine, feminine or neuter, shall include all of the genders, and the word “person” or “entity” shall include corporation, firm, partnership, or any other combination or association.

The use of the title “Bidder”, “Vendor”, “Contractor” or “Consultant” within this contract or associated bid documents shall be deemed interchangeable and shall refer to the person or entity with whom the City of Sparks is contracting for the service or product referenced within this contract.

27. Execution:

The parties agree to execute such additional documents and to take such additional actions as are reasonably necessary or desirable to carry out the purposes hereof. They also agree, acknowledge and represent that all corporate authorizations have been obtained for the execution of this Contract and for the compliance with each and every term hereof. Each undersigned officer, representative or employee represents that he or she has the authority to execute this Contract on behalf of the party for whom he or she is signing.

THIS SPACE INTENTIONALLY LEFT BLANK



IN WITNESS WHEREOF, the City of Sparks has caused this Contract to be executed by its officers thereunto duly authorized and the Consultant has subscribed same, all on the day and year first above written.

(Vendor)

CITY OF SPARKS, NEVADA
A Municipal Corporation

By: _____

By: _____
Ed Lawson, Mayor

(Title)

APPROVED AS TO FORM

ATTEST:

City Attorney

City Clerk

CITY OF SPARKS, NEVADA - BOND OF FAITHFUL PERFORMANCE

Bid #: _____

Bond #: _____

Surety Rating: _____

NV License #: _____

Appt. Agent Countersigning - List below with address

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the City of Sparks in the State of Nevada has awarded to **CONTRACTORNAME** hereinafter designated as the "Principal" a contract for Bid # **BIDNUMBER**, PWP # **PWPNUMBER**, for the **TITLE** and

WHEREAS, said Principal is required under the terms of said contract to furnish a bond for the faithful and proper performance of the Contract and the Bonding Company has an "A" or better rating with Moody's or A.M. Best and T-Listed with the U.S. Treasury Department;

NOW, THEREFORE, we the Principal and _____ as Surety, are held and firmly bound unto the City of Sparks in the State of Nevada, in the penal sum of **WRITTENAMOUNT** dollars (**\$AMOUNT**), lawful money of the United States, being not less than one hundred percent (100%) of the estimated contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bound Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and faithfully perform the covenants, conditions and agreements in the said contract and any alterations made as therein provided on his or their part to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the City of Sparks in the State of Nevada, its officers and agents as therein stipulated, then this obligation shall become null and void; otherwise, it shall be and remain in full force and virtue.

As a condition precedent to the satisfactory completion of the said contract, the above obligation shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time, if the above bounden principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said City of Sparks in the State of Nevada from loss or damage made evident during said period of one (1) year from the date of acceptance of said works, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the obligation in the said sum of **WRITTENAMOUNT** dollars (**\$AMOUNT**), shall remain in full force and virtue; otherwise the above obligation shall be void.

And the said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder or the specifications accompanying the same shall in anyway effect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration, or addition to the terms of the contract, to the work or to the specifications.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this ____ day of _____, 20__, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By _____

Surety
By _____

CITY OF SPARKS, NEVADA – Payment Bond – Labor & Materials

Bid #: _____

Bond #: _____

Surety Rating: _____

NV License #: _____

Appt. Agent Countersigning - List below with address

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the City of Sparks in the State of Nevada, has awarded to **CONTRACTORNAME** hereinafter designated as the “Principal” a contract for Bid # **BIDNUMBER**, PWP # **PWPNUMBER**, for the **TITLE** and

WHEREAS, said Principal is required under the terms of said contract to furnish a Bond for the faithful and proper performance of the Contract and the Bonding Company has an “A” or better rating with Moody’s or A.M. Best and T-Listed with the U.S. Treasury Department;

NOW, THEREFORE, we, the Principal, and _____ as Surety, are held and firmly bound unto the City of Sparks in the State of Nevada, in the penal sum of **WRITTENAMOUNT** dollars (\$**AMOUNT**), lawful money of the United States, being not less than one hundred percent (100%) of the estimated contract cost of the work for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally firmly by these presents.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH that if the above bounden principal, his or its heirs, executors, administrators, successors, or assigns, shall fail to pay for any materials, provisions, provender or other supplies, implements, or machinery used in, upon, for, or about the performance of the work contracted to be done or for any work or labor thereon of any kind, or for amounts due under the Unemployment Compensation Law with respect to such work or labor as required by the provisions of NRS 612, and provided that the claimant shall have complied with the provisions of said law, the Surety hereon will pay for the same within thirty (30) calendar days an amount not exceeding the sum specified in this bond, then the above obligation shall be null and void; otherwise to remain in full force and account. In case suit is brought upon this bond, the said Surety agrees to pay a reasonable attorney’s fees to be fixed by the Court.

The Bond shall insure to the benefit of any and all persons, companies and corporations entitled to file claims under NRS 339 as to give a right of action to them or their assigns in any suit brought upon this Bond.

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this ____ day of _____, 20____, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.

Principal

By _____

Surety

By _____