

BID FOR
PARKS, LANDSCAPE AND FACILITIES MAINTNENANCE

BID # 13/14-009

BIDS DUE NOT LATER THAN: 1:45 PM ON DECEMBER 11, 2013

PUBLIC BID OPENING: 2:00 PM ON DECEMBER 11, 2013

[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
PARKS, LANDSCAPE AND FACILITIES MAINTENANCE
BID #13/14-009**

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 DECEMBER 11, 2013**. 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. Bids will be opened and publicly read at **2:00 PM ON DECEMBER 11, 2013**, at Sparks City Hall, 431 Prater Way Sparks, NV 89431.

PROJECT DESCRIPTION: The City of Sparks is seeking pricing from qualified contractors to perform citywide maintenance operations as described herein, under the general direction of City staff. Maintenance activity would include all labor, equipment and supplies required to perform complete parks, landscape and related facility maintenance operations.

BONDING/LICENSING: A Bid Bond in the amount of 5% of bid amount (applied against the annual contract cost) 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 (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: November 13, 2013
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
4. _____ Acknowledgement and Execution Form
5. _____ Certification Regarding Debarment
6. _____ Bid Bond
7. _____ Signed Bid Addenda (if applicable)

Park, Landscape and Facility Maintenance
Bid #13/14-009
Turf & Grounds Maintenance

Contractor Name: _____

Signature: _____

No.	Site Name	Turf (acres)	Map Book Page	Est. # of Yearly Mowings	Annual Cost
1	15th Street	0.09	1	28	
2	7-11 Park	0.14	2	28	
3	Alf Sorensen	0.69	3	28	
4	Amonie Park	2.51	4	44	
5	Antelope Ridge Park	0.13	5	28	
6	Ardmore Park	2.73	6	28	
7	Bitterbrush Park	0.60	7	28	
8	Bodega Park	1.33	8	28	
9	Bud Beasley Elementary	2.96	9	44	
10	Burgess Park	2.63	10	28	
11	Canyon Hills Park	1.41	11	28	
12	Church Park	1.99	12	44	
13	City Hall	1.14	13	44	
14	Cottonwood Park	1.88	14	28	
15	Cottonwood Park West	0.44	15	28	
16	Coyote Springs Park	0.08	16	28	
17	Deer Park	1.68	17	28	
18	Deidrichson School	0.73	18	28	
19	Del Cobre Park - Lawn	2.67	19	28	
20	Denitrification Plant	0.03	20	28	
21	Dilworth Middle School	2.63	21	44	
22	Disk Detension Dam	2.58	22	44	
23	Dunn Elem. School	2.39	23	44	
24	Eastland Hills - Areas #1	1.10	24	44	
25	Eastland Hills - Areas #2	1.29	25	28	
26	Eastland Hills - Areas #3	1.51	26	28	
27	Fire Station #2	0.84	27	28	
28	Fire Station #4	0.11	28	28	
29	Fire Station #5	0.08	29	28	
30	Fishermans Park - Areas #1	0.40	30	28	
31	Fishermans Park - Areas #2	0.26	31	28	
32	Gateway Park	0.35	32	28	
33	Glendale Park	0.83	38	28	
34	Ion Dr. - Areas #1	0.07	39	28	
35	Ion Dr. - Areas #2	0.04	40	28	
36	Ion Dr. - Areas #3	0.04	41	28	
37	Ion Dr. - Areas #4	0.09	42	28	
38	Jacinto Park	2.92	43	28	
39	Junction Peak	0.03	44	28	
40	Kate Smith Elementary	0.61	45	28	

No.	Site Name	Turf (acres)	Map Book Page	Est. # of Yearly Mowings	Annual Cost
41	Kestrel Park	0.58	46	28	
42	Kiley Landscape Area #1	0.03	47	28	
43	Kiley Landscape Area #2	0.05	48	28	
44	Les Hicks Park	0.76	49	28	
45	Lincoln Park Elementary	1.38	50	44	
46	Longford Park	3.50	51	28	
47	Maldonado Park West	1.01	52	28	
48	Maxwell Elem. School	1.47	53	44	
49	McCarran Blvd.	0.37	54	28	
50	Mendive Middle School	5.97	55	28	
51	Moss Elem. School	0.83	56	44	
52	Movie Theater - Victorian Square	0.53	57	28	
53	Muni Court	0.22	58	28	
54	Oppio Park	2.22	59	44	
55	Pagni Ranch Park	2.91	60	28	
56	Pah-Rah Park	7.79	61	28	
57	Pelican Park	2.16	62	28	
58	Poulakidas Park	2.71	63	44	
59	Recreation Center	2.12	64	44	
60	Red Hawk Park	0.57	65	28	
61	Robert Mitchell Elementary	0.62	66	28	
62	Rock Park - Areas #1	0.80	67	28	
63	Rock Park -Areas #2	1.25	68	28	
64	Rose Garden Park	0.17	69	28	
65	Sage Canyon Park	1.44	70	28	
66	Senior Center	0.04	71	28	
67	Shelly Park	1.79	77	28	
68	Sparks Blvd. Lawn Areas #2B	0.07	78	28	
69	Sparks Blvd. Areas #2A	0.24	79	28	
70	Sparks Blvd. Areas #2C	0.14	80	28	
71	Sparks Blvd. North	0.09	81	28	
72	Sparks Blvd. South	0.12	82	28	
73	Sparks Fire Station #1	0.03	83	28	
74	Sparks Middle School	6.58	88	44	
75	Sparks Police Dept.	0.22	89	28	
76	Sparks Tree Farm #1	0.28	90	28	
77	Tumbleweed Trails Park	0.91	91	28	
78	Van Meter Park	1.07	92	28	
79	Vic. Plaza East	0.06	93	28	
80	VicSq. - Area #1	0.02	94	28	
81	VicSq. - Area #2	0.09	95	28	
82	VicSq. - Area #3	0.10	96	28	
83	VicSq. - Area #4	0.04	97	28	
84	VicSq. - Area #5	0.08	98	28	
85	VicSq. - Area #6	0.06	99	28	
86	VicSq. - Area #7	0.05	100	28	
87	Victorian Plaza - Areas #1	0.07	101	28	

No.	Site Name	Turf (acres)	Map Book Page	Est. # of Yearly Mowings	Annual Cost
88	Victorian Plaza - Areas #2	0.02	102	28	
89	Village Green Park	0.65	103	28	
90	Vista View Park	0.83	104	28	
91	Willowcreek Park	3.46	105	44	
92	Woodtrail Park	1.11	106	28	
				TOTAL:	

Park, Landscape and Facility Maintenance
Bid #13/14-009

Contractor Name: _____

Signature: _____

PLAYGROUND MAINTENANCE				
Item No.	Description	Quantity	Unit	Annual Cost
1	Playground General Maintenance, Repairs, & Inspection	1	LS	\$ _____
				Total Playground Cost = \$ _____

PLAYGROUND PAD MATERIAL **Contingent Item Paid per Occurrence					
Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Placement of Playground Pad Material	42	TRIPS	\$ _____	\$ _____
					Total Playground Cost = \$ _____

SPORTS COMPLEX/MARINA MAINTENANCE				
(complete Including all turf, landscape and year-round restroom/facility maintenance)				
NO.	Description	Quantity	Unit	Annual Cost
1	Shadow Mountain Sports Complex (15.48 turf acres)	1	LS	\$ _____
2	Golden Eagle Regional Park (21.04 turf acres)	1	LS	\$ _____
3	Sparks Marina Park (7.7 turf acres)	1	LS	\$ _____
				Total Sports Complex Cost = \$ _____

PARK RENTALS **Contingent Item Paid per Occurrence					
Item No.	Description	Quantity	Unit	Unit Price	Total Price
1	Provide Park Rental Services as described in the specifications. (Contingent Item-Will be paid per occurrence)	200	EA	\$ _____	\$ _____
					Total Park Rental Cost = \$ _____

PARK BATHROOM MAINTENANCE				
Item No.	Description	Quantity	Unit	Annual Cost
1	SEASONAL-Bathroom General Matenance, Repairs, Cleaning, and Stocking	1	LS	\$ _____
				Total Bathroom Cost = \$ _____

**Park, Landscape and Facility Maintenance
Bid #13/14-009**

Contractor Name: _____ Signature: _____

PARKWAY MAINTENANCE		**Contingent Item Paid per Occurrence			
Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Tree Removal	175	EA	\$ _____	\$ _____
2	Tree Trimming	59	EA	\$ _____	\$ _____
3	Stump Grinding	30	EA	\$ _____	\$ _____
4	Weed Abatement	10,000	SF	\$ _____	\$ _____
Total Parkway Maintenance Cost =					\$ _____

BIKE PATH, MEDIANS and MISC RIGHT-OF-WAY MAINTENANCE					
Item No.	Description	Quantity	Unit	Monthly Cost	Annual Cost
1	Medians/Misc Landscape ROW Maint	1	LS	\$ _____	\$ _____
Total Bathroom Cost =					\$ _____

SNOW REMOVAL		**Contingent Item Paid per Occurrence			
Item No.	Description	Quantity	Unit	Unit Cost	Total Cost
1	Snow Removal from designated areas (Contingent Item-Will pay actual days required)	15	EA	\$ _____	\$ _____
Total Snow Removal Cost =					\$ _____

**Park, Landscape and Facility Maintenance
Bid #13/14-009**

Contractor Name: _____

Signature: _____

Pricing Summary

Description	Total/Annual Cost
Turf/Grounds Maintenance	
Playground Maintenance	
Playground Pad Material	
Sports Complex/Marina Maintenance	
Park Rentals	
Park Bathroom Maintenance	
Parkway Maintenance	
Bike Path, Medians and Right-of-Way Maintenance	
Snow Removal	

GRAND TOTAL

FUEL COMPONENT - Expressed as a percentage or dollar cost, per Item G of the Scope of Work

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: Bidder submits the following names of 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 annual contract cost. The Bidder shall list the name of a Subcontractor for each portion of the Work which exceeds five percent (5%) of the annual contract cost. **It is presumed that the remainder of work not listed will be self-performed by the bidding contractor or otherwise falls below the 5% amount. This form is informational only and bidders WILL NOT be disqualified for failing to complete the form as may be typical in bids for public work construction projects.**

Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description & Value of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description & Value of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description & Value of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description & Value of Work:		
Name of Subcontractor	Address	
Phone	Nevada Contractor License #	Limit of License
Description & Value 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 **PARKS, LANDSCAPE AND FACILITIES MAINTENANCE**, Bid # **13/14-009**, 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.

(Printed Name of Contractor/Bidder)

Contractor/Bidder: _____
BY: _____
Firm: _____
Address: _____
City: _____
State / Zip Code: _____
Telephone Number: _____
Fax Number: _____
E-mail Address: _____

(Signature of Principal)

Signature: _____
DATED this _____ day of _____, 2013.

State of Nevada)

County of _____) SS.
_____)

On this _____ day of _____, in the year 2013, 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 # **13/14-009**, for the provision of **PARKS, LANDSCAPE AND FACILITIES MAINTENANCE**.

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 **PARKS, LANDSCAPE AND FACILITIES MAINTENANCE**, 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.

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://www.laborcommissioner.com/pwpw.html>

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.

22. 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.
- (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.



23. 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.

24. 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.

25. 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.

26. 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 (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.)):

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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 twenty-five percent (25%) of the ANNUAL 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 twenty-five percent (25%) of the ANNUAL 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.

27. Indemnification:

Upon award, Contractor agrees to hold harmless, indemnify, and defend City, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any and all claims, demands, suits, actions, or causes of action, caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of Contractor, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by Contractor, or by others under the direction or supervision of Contractor.

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 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.

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.

28. 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.

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 Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation if applicable, 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:

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INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for Contractor or any Sub-Contractor 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 industrial insurance coverage at Contractor's sole cost and expense.

Should Contractor be self-funded for Industrial 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.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 (or amount customarily carried by Contractor, whichever is greater) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
3. Contractor Errors and Omissions Liability: \$1,000,000 per claim and as an annual aggregate. Premium costs incurred to increase Contractor's insurance levels to meet minimum contract limits shall be borne by the Contractor at no cost to the City.
4. Workers' Compensation: Contractor shall provide proof of worker's compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.

Contractor will maintain Contractor liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that Contractor goes out of business during the term of this Agreement or the three (3) year period described above, Contractor shall purchase Extended Reporting Coverage for claims arising out of Contractor's negligent acts, errors and omissions committed during the term of the Contractor Liability Policy.

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

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages



- a. City, its officers, agents, employees, and volunteers are to be included as insureds as respects 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; or 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.
 - b. Contractor's insurance coverage shall be Primary insurance with respect to the City, its officers, agents, employees, and volunteers. 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.
 - c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.
 - d. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
2. Property Coverages (If Applicable)
Contractor shall provide builders risk insurance on an "All Risk" basis on a policy form satisfactory to City. The limit of coverage will be the amount necessary to cover the bid value of any structures in the Contract or other value determined by City. City reserves the right to require Contractor to provide boiler and machinery insurance coverage or other forms of property insurance. If the project is in a flood plain, City reserves the right to require flood coverage at Contractor's expense. Losses paid under the property insurance policy or policies shall be paid directly to City by the insurer(s).
3. All Coverages
Each insurance policy required by this clause shall be endorsed to state that 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 by certified mail, return receipt requested, has been given to City except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. 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 on the Insurance Commissioner's approved but not admitted list.

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:

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- 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 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 cancelled, non-renewal or coverage and/or limits reduced or materially altered, 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.
- 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 of 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.
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.

29. 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:

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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.

30. 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.
- (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.

31. 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

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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.

32. 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 must be able to submit upon request, a copy of their Certificate of Bidder Preference issued by the State Contractor's Board to be eligible for bidder preference (Call 775-688-1141 or 775-486-1100 to obtain certification information from the State Contractors Board).

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 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.



33. Tie Bids:

Should identical low, responsive and responsible bids be received from two or more bidders, the City of Sparks Purchasing Manager shall notify all parties involved in the tie and may at his option, exercise the following tie breaking method unless another alternative is apparent and prudent:

Should there be two or more low, responsive and responsible tie bids where representatives of the bidders wish to participate in the tie breaking process, the City of Sparks Purchasing/Contracts 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.

34. 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/departments/financial-services/purchasing/bids-rfps>).

- (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.
- (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.

35. 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

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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.

36. 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.

37. 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.

38. 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.

39. 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.

40. 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.

41. 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.

42. 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.



43. Optional Cooperative Purchase Agreement

It is intended that any other public agency (i.e., city, county, district, public agency, municipality or state agency) shall have the option to participate (A.K.A. “join” or “piggyback”) in any award made as a result of this solicitation. The City of Sparks shall incur no financial responsibility in connection with purchase orders or contracts made by the bidder with another public agency resulting from this solicitation. The public agency utilizing the original contract shall accept sole responsibility for placing orders and making applicable payments to the vendor. Should the Bidder not wish for a contract resulting from this bid to be used by other public agencies, they have the option to decline that option at the time of request.

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

General Conditions



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.

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.

General Conditions



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).

SCOPE OF WORK
Parks, Landscape and Facilities Maintenance
(Bid #13/14-009)

BACKGROUND

The City of Sparks is seeking pricing from qualified contractors to perform City wide Parks Maintenance operations as described herein, under the general direction of City staff. Maintenance activity would include all labor, equipment and supplies required to perform complete Parks Maintenance operations, specifically including:

- Lawn service (mowing, edging and clean-up)
- Aeration and de-thatching of turf areas
- Maintenance of non-turf areas
- Removal & replacement of trees, shrubs, bushes, ornamental flowers, etc.
- Weed removal
- Fertilization
- Pesticide, herbicide and fungicide treatment
- Seasonal start-up, shut-down, maintenance and repair of irrigation systems and associated equipment (potable and non-potable systems)
- Snow/Ice Removal from walkways and/or adjacent sidewalk areas at specified locations
- Repair/maintenance of fencing areas/amenities
- Inspection, Maintenance, and repair of Park Play Equipment
- General Facility Maintenance of Park structures and buildings (no major Electrical or HVAC)
- Park Rental preparation and cleanup

CONTRACTORS LICENSE REQUIREMENT – The scope of work outlined in this bid document includes at least 3 identified trades and, therefore, will require the winning bidder to be properly licensed as a **General Contractor**, per applicable Nevada Revised Statutes (NRS).

Park Maintenance is presently, and historically has been, performed mostly by City employees. The purpose of this bid is three fold:

- 1) Determine the current market price of services
- 2) After bid submittal, compare the submitted pricing to the present cost of services when the service is performed by City staff at their current wage/benefit level (including administrative and operational overhead)
- 3) Potentially enter in to a contract with the lowest responsive and responsible bidder (after City Council award) to perform the identified services.

THE CITY RESERVES THE RIGHT TO RETAIN SERVICES “IN-HOUSE” REGARDLESS OF THE RESULTS OF THE COMPARISON BETWEEN PRIVATE CONTRACTORS AND CITY STAFF. The final result of this bid may be that no contract will be awarded and the service will be retained “in-house.” In that case, the City would formally reject all bids, without prejudice.

The term of any potential contract will be for an initial period of one (1) year, with mutually agreeable

options for additional 1-year periods (up to 4 total years). Pricing for subsequent option years may be renegotiated based on documented operational conditions observed in the prior year of the contract. However, increases to the contracted price beyond the previous year of the contract are not guaranteed. The City reserves the right to re-bid the service to coincide with the completion of any contract year.

The growing season is from April 1 thru October 31, however the weed abatement, pest/rodent control and snow removal is a year-round season with no work stoppage time periods. The square footage may increase or decrease due to expansion of the respective parks or additions/deletions to the list of sites maintained under this contract. If the total square footage changes during the life of the contract, the City and the Contractor shall negotiate a per month payment based on the changes in the respective square footages.

A. GENERAL INFORMATION

Intent of Plans and Specifications

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

Authority of the Project Manager

All work shall be done under the supervision of the Project Manager acting on behalf of the City. He shall decide all questions which 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.

Cooperation with Other Contractors

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

Limits of Contractor's Operations

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

The Contractor shall at all times so conduct the work as to ensure the least possible obstruction to normal pedestrian and vehicular traffic including access to all public and private properties during all states of the work, and inconvenience to the general public and the residents in the vicinity of the work, to ensure the protection of persons and property in a manner satisfactory to the Project Manager.

No road or street shall be closed to the public, except with the permission of the City. Fire hydrants on or adjacent to the work area shall be kept accessible at all times. During the work, provision shall also be made by the Contractor to ensure the use of sidewalks, public telephones and the proper functioning of gutters, sewer inlets, drainage ditches and irrigation ditches.

Protection of Existing Utilities

The Contractor shall inform himself of the exact location of all 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.

Other Provisions

The City 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 attempts to coordinate with the City to provide such portions of the service as may be agreed upon between the Contractor and the City of the accommodation of both parties.

During non-working hours any hazardous section of the work shall be outlined with markers and warnings. If deemed necessary by the City, barricades may be erected to protect public traffic at the expense of the Contractor.

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

In case of damage to turf due to storms or other causes, the Contractor shall at once repair the damage or notify the Project Manager. 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 parks and grounds. Delays in the Contractor's work shall not be accepted. Repetitive delays will be documented and may result in material breach and cancellation of contract.

Cleanup

At the completion of the work day, the Contractor will clean up all waste materials, excess materials, trash or other construction completed.

Contractor/Subcontractor Employee Requirements

The Contractor/Subcontractors and all employees to perform the work must pass a criminal background check and drug test. This will be done at the Contractor/Subcontractors expense, with the list of approved employees supplied to the City prior to the commencement of any work.

Additionally the Washoe County School District may require finger printing through the School District police at any time during the contract.

B. QUALIFICATIONS

The contractor must provide, within the proposal, certified supporting data regarding the qualifications of the Contractor as defined in this section of the BID. The City may award this contract based on “multiple criteria” as determined by cost and other criteria that is requested in the specification section. The contractor is required to furnish the following information:

Equipment

Bidders shall provide a listing (upon request) of equipment that will be used to service any contract resulting from this bid. The City reserves the right to perform a physical inspection of bidder(s) offices, yards or other locations to verify the bidder possesses the required volume of equipment to service the City’s requirements, as specified.

Subcontractors

Bidders must include in their bid, complete identification of all subcontractors who will perform work that exceeds 5% of the contract value and the work to be performed. For subcontractors performing the work called out in this solicitation, the same information requested of the contractor must also be provided for the subcontractor.

Bid Bond

Bids must be accompanied by a guarantee consisting of a certified check, cashier's check or BIDDER's bid bond payable to the CITY OF SPARKS or cash deposit in the amount not less than five (5) percent of the total amount bid, calculated against the annual cost of service for all specified locations. Bids not accompanied by such a guarantee will be deemed non-responsive and will not be considered. If a BIDDER to whom a contract is awarded fails or refuses to execute the contract documents or furnish the required insurance policies and bonds as set forth in those documents, the bid guarantee shall be forfeited to the CITY OF SPARKS. Bid guarantees of all BIDDERS will be held until the successful BIDDER has properly executed all contract documents.

Performance Bond

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 twenty-five percent (25%) of the annual 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

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 twenty-five percent (25%) of the annual 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.

Licenses

The successful contractor shall be licensed to do business within the City of Sparks and hold the correct classification of license issued by the Nevada State Contractors Board at the time of award. **PLEASE NOTE:** The scope of work outlined in this bid document includes at least 3 identified trades and, therefore, will require the winning bidder to be properly licensed as a **General Contractor**, per applicable Nevada Revised Statutes (NRS).

Additional Information

The City reserves the right to request any additional information to determine if the contractor is adequately prepared to fulfill the contract.

Disqualification of Contractors

Although not intended to be an exhaustive list of causes, any one or more of the following causes, among others, may be considered sufficient for the disqualification of a contractor and the rejection of their bid:

- a. Evidence of collusion among contractors.
- b. Lack of competency as revealed by financial statements, experience, staff or equipment statements, as submitted.
- c. Lack of responsibility as shown by past work, judged from the standpoint of workmanship, as submitted.
- d. Default on previous municipal contract.
- e. Any other information the City finds relevant.

Prevailing wage

The contract for services resulting from this bid is intended for the continuing normal maintenance of City property (parks, facilities and city-owned turf areas). Therefore, per NRS 338.011 (subsection 1), payment of prevailing wages is not required.

C. SCOPE OF WORK

DESCRIPTION

Performance consists of maintaining areas which require the use of specialized equipment (tractor, small machine mower, edger, and/or weedeater), as well as hand labor. Contractor shall furnish all labor, equipment, fuel, supplies and any other items needed to perform all work necessary. The areas to be maintained are described in this solicitation. All prospective Bidders are advised to visit each location. ***It shall be the responsibility of the Contractor(s) to verify the volume of mowing and associated maintenance to be accomplished in accordance with areas specified.*** The Contractor(s) shall inspect the areas and become familiar with site conditions; determine the amount of effort required; and equipment and personnel required prior to submitting a bid. **Tables and maps are provided with the bid** identifying the areas of work.

Materials Supplied by City

The following materials will be supplied to the contractor by the City as necessary to perform the Parks Maintenance functions requested:

- All toilet paper, soap, seat covers, and feminine products for bathrooms
- Pet waste liners for Pet Waste stations
- All bases, basketball, tennis, volleyball, and soccer nets

The intent of any contract resulting from this bid is to provide for the complete maintenance of City identified parks and City-managed turf locations, to include:

Mowing

All areas specified to be maintained shall be cut, trimmed, edged and blown at the frequency indicated (generally, weekly during the growing season – estimated 28 times/year, unless otherwise indicated). A Grounds Maintenance Schedule must be provided to the Project Manager for inspection purposes. Any change from the schedule must be communicated to the Project manager as soon as possible. Grounds maintenance concerns expressed by City staff will need to be addressed within 48 hours after notification has been made.

Contractor shall remove all trash and litter from the entire area to be mowed prior to initiating any mowing. All grass shall be mowed to a height of no less than two and one half inches (2.5”). Contractor shall remove no more than 1/3 of the grass height during mowing. All scheduled mowing (for each location) shall be commenced and completed in one day, weather permitting, as specified unless rescheduled due to inclement weather.

Where landscaping has been established or natural landscaping has been preserved, mowing shall conform to the established mowing contours. The Contractor shall mow up to the limits maintained by the City and around existing appurtenances located within the mowing site as directed by the Project Manager. If there is not a fence line, or tree line to mow up to the contractor shall make every effort to either mow to the existing mow line or mow so that there is a consistent area being mowed.

Those areas that cannot be reached with a mower shall be trimmed down with the use of a string trimmer. Turf trimmed with a weed-eater shall be trimmed to the same height as that of the turf around it that was mowed.

Edging

All turf edges, including but not limited to; sidewalks, drives, curbs, shrub beds, flower beds, ground cover beds, around tree bases, and along lakes and streams shall be edged to a neat and uniform line. Mechanical edging of turf shall be completed as one operation in a manner that results in a well-defined, V-shape edge that extends into the soil. Such edging shall be done with a power edger with a rigid blade.

All turf edges shall be trimmed or limited around: sprinklers to provide optimum water coverage, valve boxes, back flow devices, equipment and other obstacles. All ground cover and flower bed areas where maintained next to turf areas shall be kept neatly edge and all grass invasions eliminated.

Walkways shall be cleaned immediately following each mechanical edging to remove accumulated debris and limit hazardous conditions.

Chemical application, including pesticide, fungicide and rodent control may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Chemicals shall be applied in a manner to limit drift to six (6) inches. Precautionary measures shall be employed since all areas will be open for public access during application.

Clean-up

Mowers shall be the type which causes clippings to be distributed evenly over the cut areas. If grass windrows, the windrowed grass shall be removed and hauled away. All grass clumps shall be removed from each site either through mulching or removal.

All curbs, sidewalks and roadways will be blown off or swept to remove trash and cuttings immediately after mowing, edging and trimming. Roadways shall be blown clean to maintain compliance with National Pollution Discharge Elimination System (NPDES) permit. All fines for violations of the City's NPDES Permit shall be paid by the contractor.

Litter Pick-up

Contractor shall pick up all trash and litter from the entire area in the course of routine maintenance activity and place in the trash cans onsite. If trash cans are full contractor shall place in a trash bag near trash cans and notify the City. At Golden Eagle Regional Park, Shadow Mountain Sports Complex, and the Sparks Marina, all trash shall be picked up from the site and the individual cans around the facility and deposited in the onsite dumpsters.

Frontage Fence Maintenance

All fencing within park areas and along the frontage of City streets, including wooden, chain-link or cinder-block fencing surrounding all service areas shall be maintained in proper working order and appearance. This includes routine and recurring staining or painting to match existing paints. Fence repairs shall be completed within 3 business days of occurrence or reporting by the City. The Contractor shall notify the City of any graffiti discovered on fences or other surfaces in the park area. Graffiti removal or covering will be performed by the City.

All fencing-type structures within the area of the park(s) or area(s) maintained under this contract shall be maintained in proper working order and immediately repaired or replaced in cases of vandalism or other damage, as it may occur. **Exception:** *Contractor will not be responsible for fencing that is adjacent or backing up on private property.*

Fertilization

The turf grass shall be treated with fertilizer three times annually. The fertilizer formulation and schedule of application shall be approved by the Project Manager.

Aeration Punching

All lawn areas will be aerated once per year in either May or June. Care shall be taken to avoid unnecessary or excessive injury to the turf grass and tree root areas.

Turf Repair

Contractor shall be responsible for repairing all turf area damaged as a result of Contractor's

operations. Contractor MAY be reimbursed for repairs made due to damage caused by vandalism, at the discretion of the City. Claims for reimbursement shall be made separate from the routine monthly billing of services and must be authorized by the Project Manager PRIOR to making the repairs.

Tree, Shrub and Ground Cover Maintenance

Trees at sites that border walkways, pavilions, parking areas or any area that receives pedestrian traffic shall be pruned to a height of 6.5' to maintain eye safety. Any trees that extend over walkways shall be pruned to a height of 10'. Any trees that extend over roadways or parking lots shall be pruned to a height of 15'. All trimming on such trees shall follow the trimming guidelines of ANSI A-300 pruning standards. All suckering growth shall also be removed from the trees. Tree trimmings shall be disposed of by the contractor at the contractor's expense. A certified Arborist must be on staff and review all trees to be trimmed.

All shrub material must be trimmed occasionally to maintain a safe and aesthetically pleasing appearance. All shrub material shall be trimmed according to ANSI A-300 pruning standards. Trimmings shall be disposed of as not to clutter beds, roadways/curbing, sidewalks, or remain in the hedge.

Flower beds and tree rings shall be maintained to avoid bowls and potential pooling of mulch.

Weed Control

All grass-like type weeds, morning glory or vine-weed types, ragweed or other underground spreading weeds shall be kept under strict control. Methods for removal of weeds, can incorporate one or all four of the following:

- a. Hand Removal (Mechanical)
- b. Cultivation
- c. Chemical Eradication
- d. Mulching

Chemical treatment with Roundup (or approved equal) or hand pulling of weeds shall be completed in and around sign and light posts, cracks in concrete (walkways, basketball courts), tree rings, playgrounds, shrub/plant beds, and hardscapes.

All plant beds at the specified locations should be free from weeds at all times.

This can be achieved through manual or chemical procedures. Weed control products should be applied according to label recommendations. Any damage to plant material due to negligence of the contractor shall be replaced at the contractor's expense.

Pest Control

The turf grass shall be treated with pesticides. The application shall be utilized both as a pre-treatment in spring to prevent infestation as well as for treatment of active infestations. The pesticide shall be applied according to label requirements.

Irrigation System Maintenance

The City of Sparks will work with the Contractor on watering schedules including annual start-

up and shut-down activity. The Contractor shall be responsible for monitoring the irrigation system to check for and maintain proper sprinkler head coverage adjustment, operation and to make any necessary repairs (including all parts and labor) for any system malfunctions, breaks, leaks and missing equipment. Replacement of any irrigation system equipment or parts shall require matching of existing fixtures and components including existing Maxicom control units unless otherwise approved by the City. All repairs, unless otherwise approved by the City, shall be completed within 48 hours.

Monitoring shall take place no less than once (1) time per week. The Contractor shall be responsible for monitoring closely the moisture level of the soil and to make changes in the irrigation program as weather and physical conditions dictates so as to provide and maintain optimum growing conditions. Irrigation shutdown when threat of freeze damage is present. Once shut down and blow out system will stay this way until threat from freeze is gone. Any programming changes to the water schedule shall be approved by the City prior to changes being made.

The Contractor will be responsible to annually complete RPA testing by July 1 of each year (RPA testing to be done when irrigation system is operational). Cross Connection testing must also be completed annually by a certified cross connection specialist.

Effluent

The Contractor should note many of the irrigation systems to be maintained are non-potable water systems (Effluent). The Contractor will ensure that the City's Effluent guidelines are followed when working with the Effluent irrigation systems. The City of Sparks Design & Performance Standards for the effluent system are available by request.

Parks/Landscape Signage

Any damaged or missing signs in the areas being maintained will be supplied by the City to the Contractor for replacement.

Pad Material Under Playground

Pad material under play equipment such as slides, swings, ramps and climbers shall be inspected monthly to ensure proper depth of protective material in the fall zone. A uniform layer of pad material throughout the play pit is required, depth shall be a minimum of 12 inches. The Contractor shall notify the City at any time the required depth does not meet the minimum. Upon notification the City will review the site and order the necessary pad material to be installed by the contractor to meet the minimum depth requirements. The City will have material for the contractor located at Horseman's Park, 2200 Loop Rd, Sparks, NV. The contractor will be responsible for loading, hauling, and placement of the supplied pad material from Horseman's Park.

Playground Maintenance

Playgrounds (play structures, exercise features, etc.) shall be inspected annually by a Certified Playground Safety Inspector (CPSI). All wood playground structures and signs shall be stained annually. Perform routine maintenance and repairs as necessary to keep playground structure/equipment safe and functional. The City currently averages approximately 160 repairs

annually to the playground features. The Contractor shall inspect all City facilities prior to bid in developing his cost. Any repairs to play features requiring materials for the equipment in excess of \$500 shall be submitted to the City for review prior to work taking place. The City will either purchase the materials and supply to the contractor or authorize the contractor to purchase the necessary materials directly. Any Playground found to be unsafe shall be immediately closed by the Contractor, even after hours, and notify the City. Playgrounds should be routinely inspected at least once a month during other maintenance activities at the park.

Park Amenities/Miscellaneous

This shall include the inspection, maintenance, and minor repair of all park amenities such as trash cans, bench's, bleachers, tables, shade structures, bollards, pathway lighting, non-irrigation boxes/lids/rims/drains, BBQ pits, basketball rims/backboards/nets, horseshoe pits, tennis/volleyball nets, flag poles (flags supplied by City when replacement necessary), etc. (any features, infrastructure located within designated parks as listed herein to be maintained). Any amenities damaged due to vandalism shall be photographed and the City shall be notified immediately. Items damage due to vandalism shall be furnished by the City for Contractor to replace.

Medians & Miscellaneous Landscaped Areas in Right-of-Way

The City of Sparks has landscaped medians and miscellaneous pockets throughout the City. The areas have trees, bushes, and ornamental plants but no turf. These areas must be driven weekly for inspection and maintained as necessary. Irrigation shall be reviewed for proper operation at the same time.

SPORTS COMPLEX'S/MARINA

Shadow Mountain

In addition to all Parks Maintenance as listed within overall Scope of Work, the contractor will also be required to:

Buildings

- Clean/Supply All (Adult-Year Round/ Youth-Seasonal) Bathrooms Daily
- All Facility/Building Maintenance except major mechanical, overhead doors, or electrical issues (Contractor to handle all plumbing fixtures, interior lights, painting, fix doors, winterization, backflow testing, etc.)
 - Youth Bathrooms (2 each)
 - Main Concession/Bathroom

Fields

- Drag & Stripe Adult Fields (includes fill material)
- Drag Youth Infields Mid March to July (includes fill material)
- Temp fencing installation/break down to facilitate different league play
- Field Reconditioning – Adult Fields 1 field per day – Youth Fields 1 time in Spring:
 - Dugouts/Bleachers blown out (leaves, dirt, seeds, trash)
 - Thoroughly clean entire field
 - Scarify Infield add fill material as necessary
 - Brush grass line
 - Fence Repair (chain link, yellow border, gates, etc.)

- Check operation of Scoreboards weekly, repair as necessary

PLEASE NOTE – The Contractor will be required to procure and use their own equipment required for specified field maintenance listed in this section that is necessary for field and infield conditioning including drag mats, strippers, etc.

General Site

- Pick up all trash (rubbish) onsite and from cans and put in onsite dumpsters
- Clean Dumpster area in parking lot
- Clean area from back of Alf Sorensen to Fields & Barn for trash, tumble weeds, etc.
- Maintains parking lots, blow's leaves to center, Street Dept then sweeps

Barn Site:

- General cleaning of site
- Insure barn is secure (replace broken or damage wood planks)

Trees

- Trim all trees out of playing fields and trim parking lots to prevent car damage.

Irrigation/Grass:

- No watering Fri/Sat
- Water Sun-Thur between 10 PM-8 AM (all stations)
- Mow twice a week
- Fertilizer 3 times a year
- Aeration 1 time a year
- Seeding as needed
- Winterize

Sport Lighting

- Check operation weekly
- Maintenance-Repair/Replacement of all Infield lighting (min. 3 operational lights at all times). Contractor to notify City of any outfield pole lighting issues

Golden Eagle Regional Park

Fields

- Rubber/Sand Infill –2 fields a day
 - Rake, broom, brush rubber/sand infill in common wear sections-5 days week
 - Weekend Tournaments – Field Maintenance must be completed by 8 AM (general park clean-up begins after 8 AM)
- Maintain Clay Mounds Babe Ruth Mid March thru July each day / July thru Oct once a week
- Blow out Dugouts & Bleachers
- Check operation of Scoreboards weekly, repair as necessary
- Remove/Replace worn synthetic turf areas (10' x 10' or less) including removal and installation of fill material

PLEASE NOTE – The Contractor will be required to procure and use their own equipment required for specified field maintenance listed in this section that is necessary for field and infield conditioning. The artificial turf requires specialized

equipment for the regular grooming and maintenance of the surface to maintain playability and warranties on the surface. Contractors shall contact the turf manufacturer (Fieldturf/Tarkett) to determine correct equipment and process to maintain artificial turf areas.

Irrigation/Grass

- Mow entire complex once a week
- Fertilize twice a year
- Edging/Weed eating mow strips and areas necessary
- Irrigation shall follow effluent guidelines

Trees

- Trim trees to allow for walking under and mowing under

Buildings

- Clean/Supply All Bathrooms Daily(All bathrooms at GERP are year round)
- All Facility/Building Maintenance except major mechanical, overhead doors, or electrical issues (Parks does, plumbing fixtures, interior lights, painting, fix doors, etc.)
 - Main Building Softball Pinwheel
 - Babe Ruth Concession/Bathroom
 - Little League Concession/Bathroom
 - Maintenance Building
 - Shade Structures

Volleyball Courts

- Blow/Rake sand out of grass back into court/rake courts as necessary

Various Recreation Programs

- Set up/Breakdown of temp fencing
- Striping of turf fields
- Change bag placement on type of league play

Signs

- Damage missing signs
 - City of Sparks Sign Division will make replacement signs
 - Contractor to install
- Banners/Advertising
 - Recreation Department works with various companies for advertising banners
 - Contractor to install banners and maintain (notify City if damaged beyond repair)

General Site

- Pick up all trash (rubbish) onsite and from cans and put in onsite dumpsters
- Clean Dumpster area in parking lot
- Pressure Washing site areas once a week.
- Dug Outs twice a month
- Dog Waste Stations maintain & refill

Sport Lighting

- Notify City of any outages, repair/replacement handled under separate contract.

Sparks Marina

Buildings

- Clean/Supply All Bathrooms Daily (both bathrooms at the marina are year round)
- All Facility/Building Maintenance except major mechanical, overhead doors, or electrical issues (Contractor to handle all plumbing fixtures, interior lights, painting, fix doors, winterization, backflow testing, etc.)
 - Administration Building/Bathroom
 - Small Concession Building
 - Fish Cleaning Station & Bathroom

Irrigation/Grass

- Mow entire complex once a week
- Fertilize twice a year
- Edging/Weed eating mow strips and areas necessary
- Irrigation shall follow effluent guidelines

General Site

- Pick up all trash (rubbish) onsite and from cans and put in onsite dumpsters (daily)
- Clean Dumpster area in parking lot
- Refill Dog waste stations

Dog Park

- Clean up any dog feces
- Refill Dog waste stations
- Inspect fencing, make minor repairs

Walkways/Bike Path

- Shall be inspected weekly and cleaned as necessary (During Geese migration this may require daily cleaning)

Park Rentals

There are approximately 10 parks available for party rentals in the City. On average there are 200 rentals per year. The contractor will be required to do all pre/post preparation and clean-up for park rentals when notified by the Park Recreation Office. The contractor will post all events 24 hours prior. All preparation must take place within 4 hours prior to the rental. The contractor will clean any canopies, clean BB Cue pits/stands, tables, trash, wash down concrete pads, clean/stock restrooms, mark any sprinkler heads as necessary, and walk the park site for any safety hazards that need to be corrected.

This item will be paid on a per occurrence basis (each) and is a contingent item.

Parkways

The contractor will be responsible for weed abatement, tree trimming/removal, and stump grinding as necessary to maintain the parkways. These parkways are predominately within the City's Core and are shown on the attached maps. On average, the City has had to remove approximately 175 trees annually, trim 59 trees, stump grind approximately 30 trees, and 20 times a year for weed abatement services. The average square feet of weed abatement is per service call is 500 square feet. Tree trimming shall be done based on monthly inspections, such that the lowest branches do not interfere with the use of public walkways or vehicle parking on the streets. A certified Arborist must inspect all trees to be trimmed or removed. Weed abatement, tree removal and stump grinding shall be done on an notification or as needed basis when it presents a hazard to public property or safety.

Tree removal, stump grinding, tree trimming, and weed abatement will be paid on a per occurrence basis (each). These are all contingent items.

Park Bathrooms

There are approximately 10 park sites with bathrooms in the City Parks. Three of the bathrooms are year round facilities located at Golden Eagle Regional Park (3), Shadow Mountain Sports Complex (1), and the Sparks Marina (2). The remaining bathrooms are open from April – Oct. The contractor will be responsible for start-up and winterization of the seasonal bathrooms.

The contractor is responsible for all cleaning, stocking, graffiti abatement, and routine maintenance of these facilities up to and including fixtures/plumbing, painting, adjusting doors, and replacing fixtures. The City will supply to the contractor all consumables for the bathrooms (i.e. toilet paper, paper towels, seat covers, and sanitary napkins). The Contractor is not responsible for any major structural, electrical, or mechanical system issues, any of these types of issues should be brought to the City's attention immediately.

Bike Paths

The Contractor shall inspect the various paths at a minimum monthly if not done during regular routine maintenance. The Bike path along the Truckee River in the City of Sparks limits shall be inspected a minimum of every other week. Bike paths shall be kept clear of all debris at all times. Bike Paths shall be inspected after any major wind events where the wind exceeds 30 mph for debris. Routine maintenance consist of sweeping as necessary, removal of any debris, and picking up of any rubbish. Any rubbish picked up shall be bagged and taken to the nearest park with a trash can. Any Biomass (limbs, leaves, etc) shall be disposed of by the Contractor. Any degradation of the bike path surface shall be brought to the City's attention. If it presents a safety hazard the contractor shall cone the site and notify the City immediately.

Joint Use Facilities/After School Programs with Washoe County School District (WCSD)

There are a total of thirteen (13) Joint Use sites with WCSD. The cost associated with the maintenance of these sites is shared with WCSD. The Contractor will bill the City in full for maintenance at these sites and it will be the City's responsibility to bill the WCSD their proper percentages. The Contractor will be responsible for maintaining the grass, irrigation systems, fencing around athletic fields to include backstops, and trash clean-up of site throughout the year, when youth sports programs are programed at these facilities. This will also include clean-up of the outside athletic fields for schools with after schools programs. After school programs are run during the school calendar year and are at 8 elementary schools given below:

- Bud Beasley, 2100 Canyon Parkway, Sparks, NV
- Lloyd Diedrichsen, 1735 Del Rosa Way, Sparks, NV
- Katherine Dunn, 1135 O'Callaghan Drive, Sparks, NV
- Florence Drake, 2755 4th Street, Sparks, NV
- Lena Juniper, 225 Queen Way, Sparks, NV
- Marvin Moss, 2200 Primo Way, Sparks, NV
- Miguel Sepulveda, 5075 Ion Drive, Sparks, NV
- Jerry Whitehead, 3570 Waterfall Drive, Sparks, NV

All trash must be disposed of at waste containers provided around the fields (City of Sparks will be responsible for placement of containers and removal of trash), landscaping waste will be disposed of by the contractor offsite. The City of Sparks will be responsible for collection of the trash from the waste containers.

The contractor will provide to the City a schedule of maintenance activities at the Joint Use sites to be reviewed and approved by both the City, WCSD Facilities Management, and the School Principal. Each Joint Use Site may have varying requirements for entry and times allowable for landscape maintenance activities. Any changes to the schedule require a minimum 48 hour notice for review and approval/denial.

The contractor will be required to have all personnel background checked and finger printed by the WCSD Police for any employee that will be working at these joint use facilities and prior to commencement of any work. Any personnel found working at the site without proper verification will be immediately removed from the site and may be cause for cancellation of the contract.

Certain maintenance activities may also require special permitting by the WCSD Facilities Management group. These may include Building Material Disturbance, Water Disturbance, and/or Lead & Asbestos Disturbance Permit. There is no cost of the permitting.

Snow and Ice Removal – Specified Locations

This contract includes the clearing of snow and/or ice (as required) from designated walkways, sidewalks, trails, and parking lots within or immediately adjacent to specified service locations during the winter season. Contractor shall include all necessary equipment and labor to clear all locations on a daily basis. Activity required under this contract shall include snow removal and ice melt type application (as necessary). During periods of inclement weather it shall be the responsibility of the Contractor to check sidewalk condition and take necessary action in order to prevent snow and ice accumulation. Any ice control product used by the Contractor must be approved by the City of Sparks. On average the City of Sparks Parks Maintenance removes snow/ice from the designated locations fifteen (15) times a year. The contractor must be able to mobilize within two hours' notice at any time or day to begin snow removal operations; this is to include weekends and holidays.

- Public buildings must be cleared by opening time on days of operation.
- Police Department back door must be cleared 24 hours a day, and front door seven days a week.
- Marina pathways must be checked for icing daily when weather temperatures permit for the possibility of freezing.

A list of the City's zones and snow removal equipment it uses is provided in the appendix. The contractor may use any equipment he deems necessary to accomplish the snow removal as long as it meets the timelines required and does not damage City owned property or infrastructure.

Reporting and Observations (Safety Hazards)

Contractor shall take notice of any safety hazards that are readily apparent and remove them

where possible. In cases where this is not possible, Contractor shall immediately notify the City in order for the issue to be addressed and mitigated.

Exclusions

Other than the removal of wastes resulting from the maintenance of turf, trees, shrubs or other landscape activity waste materials, this contract shall not include any hauling of garbage from the facilities to a disposal center.

D. STANDARDS OF PERFORMANCE

Operational Guidelines

- 1) The Contractor shall maintain coordination with the Project Manager at all times. Either party may request and be granted a conference upon request within two (2) working days of the request.
- 2) The Contractor shall submit a work schedule prior to beginning any work cycle. The work schedule shall contain the route to be followed and the location of work each day. The Contractor shall contact the Project Manager daily with the progress of the preceding day and the anticipated completion of work for the day. This notification shall be either an e-mail (preferred) or a fax and shall be delivered before 9:00 a.m. of each working day. The Contractor shall also consult with the Project Manager prior to any schedule variance. The notification shall occur the day before any scheduled variation is to take place and must be agreed to by the Project Manager.
- 3) When work by City forces, by other contractors, or weather conditions of a temporary nature prevent the Contractor from maintaining any areas, and such conditions are eliminated during the period designated for that cycle, the Project Manager may require the Contractor to maintain these areas as part of the cycle without penalty for exceeding the time allowed.
- 4) If the Contractor encounters an area where the grassed areas normally mowed are saturated with standing water to the point where the equipment may not be used without excessive damage to the turf, the Contractor shall notify the Project Manager immediately. When, in the opinion of the Project Manager, these areas shall be avoided, they shall be mowed at subsequent cycles when required by the Project Manager. No deduction shall be made from the pay quantities for any one area unless it exceeds one acre in extent.
- 5) Extension of cycle days shall occur in half-day or full day increments only, and shall only be given for delays caused by work by City forces or by other contractors. It shall be the responsibility of the Contractor to notify the Project Manager immediately if a claim for extension is being made, followed by a written request stating the date, time, and reason for the claim for extension.
- 6) When mowing areas within ten (10) feet of the travel way, the equipment shall be operated in the direction of traffic. This provision does not apply when the specific work-site is protected by flagmen and warning signs in accordance with the Manual on Uniform Traffic Control Devices.

- 7) Areas that are being mowed by adjacent landowners shall be avoided and not mowed. This shall be accomplished by raising the mowing deck and bypassing the area either in a way so that no damage shall be caused to the right of way or adjacent property, or by driving in the road.
- 8) The Contractor shall be responsible for mowing within two (2) feet of routine objects, such as, but not limited to, signs, mailboxes, guard rails, phone boxes, etc. Uncut areas leading up to and away from obstacles shall not be allowed. If needed, the Contractor shall pull up to and back up to obstacles with the mowing deck to insure that only a two (2) foot area left uncut and then the contractor must use a string trimmer on the remaining uncut area up to the obstacle. Vegetation shall be trimmed down to the same grade as the surrounding mown vegetation.
- 9) No storage or service of equipment shall take place on City property other than fueling or trimmer string replacement.
- 10) Should the Contractor be obstructed or delayed in the prosecution of or completion of the work as a result of unforeseeable causes beyond the control of the Contractor, and not due to his fault or neglect, including but not restricted to acts of God or the public enemy, acts of government, fires, floods, discovery of pre-existing hazardous materials, utility conflicts, epidemics, quarantine regulations, strikes or lockouts, the Contractor shall notify the Project Manager immediately by telephone and in writing within two (2) business days after the commencement of such delay, stating the cause or causes thereof, or be deemed to have waived any right which the Contractor may have had to request a time extension.
- 11) If the Contractor complies with the two (2) business days notice requirement, the Project Manager shall ascertain the facts and the extent of the delay being claimed. The Project Manager's findings of fact justify such an extension, and the Project Manager's finding of fact shall be final and conclusive on the parties. The Contractor shall cooperate with the Project Manager's investigation of the delays by providing any schedules, correspondence or other data that may be required to complete the findings of fact.

Performance & Inspection Standards

- 1) Contractor shall provide a cut that is clean and sharp, with no streaks or scalping, and with a uniform distribution of the cuttings at all times for the areas mowed. The accumulation or the piling of cuttings shall not be permitted. Areas of different widths shall be connected with smooth flowing transitions. The Project Manager shall review completed areas for quality and acceptance. Areas determined to be unsatisfactory by the Project Manager shall be re-mowed at no additional cost to the City. Areas requiring re-mowing shall be completed within the cutting cycle time.
- 2) The City reserves the right to audit the performance of the contractor and the operators of equipment at any time. This may include scheduled or surprise inspection of vehicles, equipment, maintenance records, employee training records, etc. The City may request "ride-along" trips to observe the skills and habits of employees in addition to the routine following of maintenance crews as the City may feel necessary.

- 3) The City's Project Manager or approved City personnel may perform inspections of City sites upon receipt of notification that service has been completed. Performance shall be measured against the specifications of the bid contained herein. Following completion of an inspection the following ratings shall apply. A rating of satisfactory requires no additional service at site, a rating of unsatisfactory would require vendor call back to correct deficiencies.
- 4) The following grading system is based on the Contractor's total performance relating to the number of occasions that the Contractor is required to correct deficiencies at any site in a period of one month. Contractor shall be notified of grade each month and also be given a grade for each quarter of the contract year.

Example:

- a) If a Contractor services sixty (60) sites during the period of thirty (30) days and is required to return to correct deficiencies at only two (2) sites, they earned a rating of ninety-six (96) percent. This will earn a rating of Excellent.
- b) And, if a Contractor services the same sixty sites during the period of thirty (30) days and is required to return to correct deficiencies at four (4) sites, they earned a rating of ninety-two (92) percent. This will earn a rating of Satisfactory.
- c) However, if a Contractor services the same sixty sites during the period of thirty (30) days and is required to return to correct deficiencies at six (6) sites, they earned a rating of eighty-four (84) percent. This will earn a rating of Unsatisfactory.
- d) Out of a 100 possible points, 2 points will be deducted for each site where deficiencies must be corrected.
- e) The Excellent range is a score of 95 - 100. Satisfactory is 85 - 94. Any score below 85 is unsatisfactory.
- f) The City's Project Manager shall give the Contractor written notice of work deficiencies via fax or e-mail within twenty-four working (24) hours of inspection.
- g) Any month that a vendor's rating drops below eighty-five 85% is an indication of unsatisfactory performance by the Contractor. Three or more monthly ratings below eighty-five 85% during a rolling twelve (12) month period constitute an "Event of Deficiency".
- h) Such an event shall be justification for the City to schedule a meeting to discuss the Contractor's plan for corrective action to prevent future such events. More than one Event of Deficiency within a rolling twelve (12) month period constitutes an Event of Default and shall be subject to the City exercising its right to terminate for cause.
- i) Any Contractor that does not service all the sites for which it is responsible shall be found to be in the state of Nonperformance. Three (3) instances of nonperformance within a

rolling twelve (12) month period constitutes an Event of Default and shall be subject to the City exercising its right to terminate for cause.

Liquidated Damages

Should the Contractor fail to complete any portion of the work under contract on or before the date stipulated for that cutting cycle (or later date as may result from a City granted extension of time), the Contractor shall pay to the City as liquidated damages, the actual (documented) costs incurred by the City to remedy the deficiency.

Equipment

- 1) The Contractor shall furnish equipment of a type and quantity to perform the work satisfactory within the time specified herein. If, in the opinion of the Project Manager, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Contractor shall immediately provide additional equipment as directed by the Project Manager at no additional cost to the City.
- 2) The City reserves the right to inspect all equipment before it is placed in or while it is in service. If at any time, the Project Manager determines that any equipment is deficient in any way, the Contractor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project Manager. Inspection and approval of the Contractor's equipment by the Project Manager shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the Contractor's equipment, nor shall it relieve the Contractor of the responsibility to meet the established time for the completion of the mowing cycle.
- 3) Contractor shall keep accurate records of maintenance and repairs on equipment used on this contract, which shall be available at any time for the City to request.
- 4) As a minimum, all riding-type mowing equipment operated on a roadway shall be legally equipped and marked. Contractor is responsible for determining legal requirements.
- 5) Mowing equipment used by the Contractor must be in good repair and shall be maintained so as to produce a clean, sharp cut and uniform distribution of the cuttings at all times. The mowers shall be constructed such that the height of the cut is adjustable. Equipment, which damages curbs, pavement, or turf, shall not be allowed.

Protective devices on the mower decks shall be used to prevent objects from being thrown into traffic. All safety devices installed by the manufacturer shall be in place and in proper working order at all times. If the Project Manager determines that equipment is deficient in safety devices, the Contractor shall be notified immediately. The Contractor shall immediately repair, or remove the equipment from service until the deficiency is corrected to the satisfaction of the Project Manager.

- 6) Any item or equipment utilized to transport litter or other materials associated with the maintenance of specified locations shall be constructed in a manner to preclude further

distribution or loss of litter along the roadway. All open top carriers shall be covered and secured with tarpaulins.

Complaints

- 1) All public complaints concerning park/facility maintenance shall be brought to the attention of the contractor. Complaints will be investigated by the contractor and action will be taken to mitigate the cause of the complaint.
- 2) Complaints brought to the contractor's attention shall be investigated and resolved by 5:00 p.m. the following business day.
- 3) A standardized form, to be approved by the City, shall be completed for each complaint received by or referred to the contractor.
- 4) Contractor shall be required to file a monthly report on all complaints.

Holidays and Inclement Weather

- 1) When inclement weather, in the opinion of the City's authorized representative, prevents adherence to the regular schedule for two or less days in a given week, the locations so affected by the weather shall be serviced within five (5) working days of the scheduled service without interruption of the regular schedule. The contractor shall perform all extra work required by such inclement weather without additional charge, and shall provide the City with a schedule of when the makeup service will be done.
- 2) When any holiday or observance occurs on a regular scheduled service day, said location shall be serviced within five (5) working days from the regularly scheduled day without interruption in the regular schedule.
- 3) In the event the contractor is prevented from completing the service as provided in the schedule due to reasons other than inclement weather, they shall be required to complete the services so deferred prior to the next regular scheduled date, or give the City credit for the service(s) not so performed at the rate shown on the proposal.

E. BILLING and REPORTS

Billings shall be submitted monthly, and shall be based on one twelfth of the annual cost of all locations serviced. Adjustments shall be based upon a calculation of the unit costs (per location) submitted in the bid provided by the contractor. Additional charges outside the scope of the contract may be billed only upon City approval, which must be obtained prior to work commencing.

In addition to other data filed with the City of Sparks, the contractor shall, on a monthly basis, file reports with the City detailing the maintenance activity for the previous month. The reports shall be submitted with the invoice for the previous month. All reports will be pre-formatted by the City in either Microsoft Excel or Microsoft Access. The contractor will be required to input the date, and provide to the City on hard copy and electronically. The City reserves the right to change the format or requirements of the reports at any time.

- a. Maintenance Log: each service location detailed by name and description, date(s) serviced and specific services performed.
- b. Scheduled service areas not completed as scheduled, and explanation for the missed service.
- c. Complaints: quantity, detail of each complaint, actions taken, resolution.
- d. Failure to submit required reports with the invoice may result in delay of payment of invoice until such time that reports are submitted to the satisfaction of the City.

F. PRICE PROPOSALS

Contractor shall provide annual cost proposals for each of the listed locations on the Bid Item Schedule following Page 3 of the bid document. The City of Sparks reserves the right to use any of the following options, and to change at any time during the course of the contract. Pricing shall be all-inclusive of equipment, labor and replacement parts as specified in the bid document.

Bidders will be evaluated against each other by comparing the annualized total cost to provide all services to all locations (Grand Total). The City will not consider bids that do not include pricing for all listed locations or services. Further, the City will not be considering splitting the award of this bid between multiple firms. However, the City reserves the right to negotiate further reductions in contracted service (reduction in service locations) with the apparent low bidder, prior to award of any contract. Therefore, bidders are encouraged to accurately price their bids for each location and not “load” their bids with inflated or decreased pricing in any particular location. At the time of bid opening, the City will disclose their cost to provide services, using the same breakdown required in the bid item schedule. ***THE CITY RESERVES THE RIGHT TO RETAIN SERVICES “IN-HOUSE” REGARDLESS OF THE RESULTS OF THE COMPARISON BETWEEN PRIVATE CONTRACTORS AND CITY STAFF.***

G. FUEL CONSIDERATIONS

The City shall consider requests for contract rate changes in cases where fuel costs are tracked to change dramatically. Any requests for rate changes shall be made in writing to the City and will not be unreasonably withheld. Similarly, requests by the City to decrease rates, based on reductions in fuel costs, shall not be unreasonably withheld.

However, the City will not consider a blanket increase of the entire rate being charged. Increases will only be considered against the portion of the rate that can be attributed to fuel costs. Therefore, bidders are directed to indicate the percentage of their rate that covers the fuel cost for this service and note this on the Bid Item Schedule. This can be expressed in dollars or a percentage of the rate. This information will only be used in instances where rate changes are requested by either the Contractor or the City.

Bid Item Clarifications
Parks, Landscape and Facilities Maintenance
(Bid #13/14-009)

Landscape/Park Maintenance per Scope of Work:

The price shall include all labor, materials, equipment, and incidentals necessary to provide all facets of Parks Maintenance described in the “Scope of Work” unless specifically listed as a separate bid item. This bid item designates mowing at these locations at the frequency listed on the Bid Item Schedule.

Playground Maintenance:

The price shall include all labor, materials, equipment, and incidentals necessary to provide all facets of Playground Maintenance at City of Sparks Parks described in the “Scope of Work”. This excludes playground features at Golden Eagle Regional Park, Shadow Mountain Sports Complex, and Sparks Marina Park, those cost should be attributed to their individual bid items.

Playground Pad Material:

The price shall include all labor, materials, equipment, and incidentals necessary to provide all facets of Playground Pad Material at City of Sparks Parks described in the “Scope of Work”. This excludes playground features at Golden Eagle Regional Park, Shadow Mountain Sports Complex, and Sparks Marina Park, those cost should be attributed to their individual bid items. Payment will be made on a contingent basis based on the number of authorized trips, based upon site needs.

Sports Complex/Marina Park Maintenance:

The price shall include all labor, materials, equipment, and incidentals necessary to provide all facets of Parks Maintenance described in the entire “Scope of Work” including the sections of each areas additional specific maintenance requirements pertaining to these sites. This does not include maintenance of the restrooms; this is covered under a separate bid item. This bid item designates mowing estimated at 56 times a year at these locations.

Park Rentals:

The price shall include all labor, materials, equipment, and incidentals necessary to provide all facets of Parks Maintenance described in the “Scope of Work”. The average number of Park Rentals is 200 per year. This is a contingent item and the contractor will be paid for each Park Rental that occurs.

Parkway Maintenance:

The price shall include all labor, materials, equipment, and incidentals necessary to provide all facets of Parks Maintenance described in the “Scope of Work”. The contractor has been provided the average annual maintenance of items by the City for Tree Removal, Tree Trimming, Stump Grinding, and Weed Abatement. This is a contingent item and the contractor will be paid for each occurrence/square footage for service requested in these areas requested by the City.

Park Restroom Maintenance:

The price shall include all labor, materials, equipment, and incidentals necessary to provide all facets of Parks Maintenance described in the “Scope of Work”.

Bike Paths/Medians/Miscellaneous Right of Way Parks Maintenance Areas:

The City of Sparks has numerous bike paths and areas throughout the City, which Parks Maintenance maintains, within its Rights-of-Way. A majority of these are medians and landscaping along the various roadways; small landscape areas within subdivisions connecting to the bike paths. The price shall include all labor, materials, equipment, and incidentals necessary to provide all facets of Parks Maintenance

described in the “Scope of Work” unless specifically listed as a separate bid item. The cost to maintain the Bike Paths/Regional Trails located at the Sparks Marina and Golden Eagle Regional Park should be included in the cost for the bid items specifically to those facilities, the remaining bike paths/regional trail cost should be included in this item.

Snow Removal:

The price shall include all labor, materials, equipment, and incidentals necessary to provide all facets of Snow Removal described in the “Scope of Work” and areas provided in the bid. This is a contingent item and the contractor will be paid for each time its services are requested for snow removal at the listed locations.

CONTRACT PAYMENT

Payment for the contract identified in the scope of work shall be made on a monthly basis, computed against 1/12th of the total annual cost of services for all routine maintenance, plus any contingent items authorized and completed in the previous 30-day period.

Appendix A

Parks, Landscape and Facilities Maintenance

(Bid #13/14-009)

Locations & Features

Table

PARKS MAINTENANCE AREAS SPECIAL FEATURES TABLE

No.	Park	Special Features	% JU Cost	RPA (Sizes)
1	13th and Prater Planter			1"
2	7-11 Park			1 1/2"
3	9th and Prater Planter			1"
4	Alf Sorensen	MP/PF/PT(2)		2"
5	Amonie Park	BF/MC/MF/PB/PF/TC(2)/WP(3)/WS		4"
6	Antelope Ridge	MC/PB/PF/WP(2)		1 1/2"
7	Ardmore Park	BBC/HS(2)/MC/PB/PF/PR/WP		4"
8	Baring Blvd. Medians			6-1"
9	Beasley School	BF/JU/MF	50%	4"
10	Bitterbrush Park	BC/EFF/MC/PB(3)/PT(3)/WP		na
11	Bodega Park	BBC(1/2)/DF/MC/PB/PF/WP(3)		2-2"
12	Burgess Park	BF/BP/BR(1)/DP/PB(4)/PF/PR/MC/SB/TC(3)/WS/WP		4"/1"/Pump
13	Canyon Hills Park	BBC(1/2)/MC(2)/PB/WP(2)		2"
14	Church Park	FS/WP(2)		2"
15	City Hall	PB(3)/PT(3)/WF		(6) 1"-1.5"-1.5"-2"-2"-3"
16	Cottonwood Park	BR/EX/HSP/PR/PT/VC		3"
17	Cottonwood West	BBC/PT		2"
18	Coyote Springs Park	EFF/MC(2)/PB/PF/WP		EFF
19	Deer Park	BBC/BR/PB/PR/PT/WC/WP		2-2"
20	Del Cobre Park	BBC/BP/MC/PB(3)/PT(4)/WP(2)		4"
21	Del Rosa Median			1"
22	Denitrificaion Plant			Pump
23	Detention Dam	FS/MF		4"
24	Diedrichson School	BF/JU/MF/PF	50%	1.25"
25	Dilworth School	BF(3)/JU/MF(2)/PF/bleachers(2)	50%	4"
26	Disc Medians			1"
27	East Victorian Planters 1st St.	B		1 1/2"
28	East Victorian Planters 6th St.	B		1 1/2"
29	Eastland Hills	EFF/PF		EFF
30	El Rancho Median			2"
31	Emerson Median			1"
32	Feeder Sound Wall			1"
33	Fire #1			1"
34	Fire #2	EFF		EFF
35	Fire #3			2"
36	Fire #4	FS		2"
37	Fire #5	EFF		na
38	Fishermans Park	PT		2"
39	Gateway Park	EX/PT		1 1/2"
40	Glendale Park	EX/FS/MS/PT		2"
41	Golden Eagle Park	BF(15)/BP(5)/BR(3)/DF(7)/EFF/FS/MC(8)/MF(15)/PB(15)/PF/PT(11)/PR(18)/SB(2)/VC(4)/WC/wp(2)/BOCCE BALL COURT/BLEACHERS		(10)6"-2"-.75"-2"-.75"-.75"-1.5"-1.5"-2"
42	Gandolfo Arena	BR(2)/FS/MC/PB/PF/SB		4"/2-2"
43	Jacinto Park/Van Gorder	BF(1)/DF/JU/MC/MF(1)/PB(3)/PT(2)/WP	33%	2"
44	Junction Peak Trailhaed			1"
45	Kate Smith School	JU/MF(1)	50%	1.25"
46	Katherine Dunn School	BF(2)/JU/MF/PB(3)/PT(3)/WS	50%	3"
47	Kestral Park	BBC(1/2)/FS/PB/MC/MP		2"
48	Kiley Landscape			2-1 1/4"
49	Les Hicks Park	BBC(1/2)/DF/EFF/HSP(2)/MP(2)/PB/PF/VC/WC/WP/WS		1"
50	Lincoln Park School	JU/MF(1)	50%	1.5"
51	Locomotive & Prater			1"
56	Loma Verdi Court			2-2"
57	Longford Park	BBC(1/2)/DF/MP/MC/PB/PF/TC(2)		4"/1"
58	Maintenance Office Planters			1"
59	Maldonado Park	DF/HSP(2)/MC(2)/PB/PF/WS		4"
60	Marina Gateway Median			2-2"
61	Marvin Moss School	BF/BP/JU/MF	50%	(2)1"-2"
62	Maxwell School	JU/MF(2)	50%	2"
63	McCarran & Prater	PB		2"
64	McCarran Blvd. Landscape			2"

PARKS MAINTENANCE AREAS SPECIAL FEATURES TABLE

No.	Park	Special Features	% JU Cost	RPA (Sizes)
65	Mendive Middle School	BF(2)/BP(2)/JU/MF(2)/PF	50%	2"-2"
66	Merchant Court			1"
67	Muni Court	PT		No RPA
68	Neufer Sound Wall			2-2"
69	Nichols Blvd?	B		Pump
70	Nugget Avenue Detention Dam			2"
71	Oddie & Pyramid Way			1"
72	Oppio/Sparks Middle School	BF(5)/BR/FS/JU/MC/MF(3)/MP/PF/PR/PT(5)/SB/TC/VC	50%	4"
73	Pagni Park	BBC(1/2)/BP/DF/MC(3)/MS/SB/WP(2)		4"
74	Pah Rah Park	BBC(3)/BF/BR(2)/DF/EEF/ES(6)/HSP(4)/MP/PB/PF/PR/TC(2)/VC/WC(2)/WP(14)		1"
75	Pelican Park	BBC/MC/MP/PB(5)/PT(3)/WP		3"
76	Police Dept	PF		1 1/4"
77	Poulakidas Park	HBC/HSP/PB(5)/PF/PT(3)/WC/WP/WS		2"
78	Prater and 18th Planters			2"
79	Prater and 22nd Planters			1 1/2"
80	Prater Way Median	EFF		EFF
81	Pyramid Landscape	EFF		EFF
82	Recreation Center	BBC(5)/DF/MC(2)/MF/PBWS/PF/VC/WP(3)		4"
83	Red Hawk Park	BBC/FS/PB(5)/PT(4)/WP		2"
84	Robert Mitchell School	BF/JU/MF/PF	50%	1.25"
85	Rock Blvd & Greg St. Median			1" PVB
86	Rock Blvd Medians			11-1"
87	Rock Park	EX/MC/MP/PR/PT		2"
88	Rose Garden Park	PT(4)/WC		1"
89	Sage Canyon Park	EFF/MC/PB/PF		EFF
90	Senior Center	PB		2"
91	Shadow Mountain Park/Reed High	BR(2)/BF(10)/DF(8)/EFF/FS/JU/MF(9)/PF/PR/PT(7)/SB/bleachers(22)	25%	(8)1.5"-1.5"-2"-2"-2"-1"-1"-1"
92	Shelly Park	BBC/EFF/WP/WS/TC		EFF
93	Sparks Blvd Ion Landscape	EFF		EFF
94	Sparks Blvd Turf	EFF		EFF
95	Sparks Blvd. & Disc Soundwall			1"
96	Sparks Blvd. & Whitney Soundwall			2-1"
97	Sparks Blvd. Trees	EFF		EFF
98	Sparks Marina Park	BR/F/MC/MP/PB/PR/PT/VC		6 Pumps
99	Spring Blossom Det. Basin			1"
100	Tree Farm	EFF		EFF
101	Tumbleweed Trails Park	B(5)/BBC/EFF/PB(2)/PT(3)/WC/WP/		na
102	Van Meter Park	BBC(1/2)/DF/EFF/MP(3)/PB/PF/VC/WC/WS		1"
103	Victorian Ave	B/BR/F/MS/PB/WC		2-2", 2-1"
104	Village Green Park	BBC/MP(2)/PB/PF/WC/WS		2"
105	Vista Blvd. Medians			2"/2 -1"
106	Vista Sound Wall	PF		1 1/4"
107	Vista View Park	EFF/WP(3)/MC/PB		EFF
108	West Victorian Planters			2"
109	Willowcreek Park	BBC/EFF/HBC/HSP(2)/MP(2)/PB/PF/SB/WC/WS		EFF
110	Woodtrail Park	BBC/DF(2)/ES/HSP(2)/MP/PB/PF/TC(1)/VC/WP/WS		4"/1"

PARKS MAINTENANCE AREAS SPECIAL FEATURES TABLE

No.	Park	Special Features	% JU Cost	RPA (Sizes)
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Special Features Legend	
B	Bollards
BBC	Basketball Court
BF	Ball Field
BP	Booster Pump
BR	Bathroom
DF	Drinking Fountain
EFF	Effluent Park
EX	Exercise Station
F	Flags
FS	Fill Station
HBC	Handball Court
HSP	Horseshoe Pits
JU	Joint Use
MC	Metal Canopy
MF	Multi-use Field
MP	Metal Play Feature
MS	Metal Sign
PB	Park Benches
PF	Park Fencing
PR	Park Rental Site
PT	Picnic Tables
SB	Storage Building
TC	Tennis Court
VC	Volleyball Court
WC	Wood Canopy
WP	Wood Play Feature
WS	Wood Sign

Appendix B

Parks, Landscape and Facilities Maintenance

(Bid #13/14-009)

Priority Snow

Routes & Equipment Used

SNOW REMOVAL AREAS

Location Name	ZONE	Respose Level	EQUIPMENT	Description	ACRES	SQFT
Baring Blvd. - #3	Zone 1	Primary Route #1	QUAD	Both sides from McCarran to Vista Blvd.	0.2	7,031.4
Baring Blvd. - #1	Zone 1	Primary Route #1	QUAD	Both sides from McCarran to Vista Blvd.	0.1	3,639.4
Baring Blvd. - #10	Zone 1	Primary Route #1	QUAD	Both sides from McCarran to Vista Blvd.	0.1	3,890.4
Baring Blvd. - #2	Zone 1	Primary Route #1	QUAD	Both sides from McCarran to Vista Blvd.	0.1	5,432.8
Baring Blvd. - #4	Zone 1	Primary Route #1	QUAD	Both sides from McCarran to Vista Blvd.	0.1	4,988.1
Baring Blvd. - #5	Zone 1	Primary Route #1	QUAD	Both sides from McCarran to Vista Blvd.	0.1	3,778.8
Baring Blvd. - #6	Zone 1	Primary Route #1	QUAD	Both sides from McCarran to Vista Blvd.	0.1	6,158.5
Baring Blvd. - #7	Zone 1	Primary Route #1	QUAD	Both sides from McCarran to Vista Blvd.	0.1	5,862.2
Baring Blvd. - #8A	Zone 1	Primary Route #1	QUAD	Both sides from McCarran to Vista Blvd.	0.2	6,789.3
Baring Blvd. - #8B	Zone 1	Primary Route #1	QUAD	Both sides from McCarran to Vista Blvd.	0.1	3,433.3
Baring Blvd. - #9	Zone 1	Primary Route #1	QUAD	Both sides from McCarran to Vista Blvd.	0.1	5,738.9
McCarran Blvd. East Side - #1B	Zone 1	Primary Route #1	QUAD	The East side of McCarran Blvd. from Prater to Shelly Park	0.1	3,988.2
McCarran Blvd. East Side - #2A	Zone 1	Primary Route #1	QUAD	The East side of McCarran Blvd. from Prater to Shelly Park	0.1	3,786.3
McCarran Blvd. East Side - #2A	Zone 1	Primary Route #1	QUAD	The East side of McCarran Blvd. from Prater to Shelly Park	0.1	3,134.6
McCarran Blvd. East Side - #2B	Zone 1	Primary Route #1	QUAD	The East side of McCarran Blvd. from Prater to Shelly Park	0.0	2,098.9
McCarran Blvd. East Side - #2C	Zone 1	Primary Route #1	QUAD	The East side of McCarran Blvd. from Prater to Shelly Park	0.0	1,401.2
McCarran Blvd./Prater Intersection	Zone 1	Primary Route #1	QUAD	The East side of McCarran Blvd. from Prater to Shelly Park	0.1	2,726.4
Neuffer Sound Wall #1	Zone 1	Primary Route #1	QUAD	South side of Whitewood, Vista to Blossom View Dr.	0.0	1,143.1
Neuffer Sound Wall #2	Zone 1	Primary Route #1	QUAD	South side of Whitewood, Vista to Blossom View Dr.	0.0	1,965.6
Oddie Blvd. Bike Path - #1A	Zone 1	Primary Route #1	QUAD	Pyramid Way to Sullivan Lane both sides	0.4	19,228.6
Oddie Blvd. Bike Path - #1B	Zone 1	Primary Route #1	QUAD	Pyramid Way to Sullivan Lane both sides	0.3	14,690.8
Oddie Blvd. Bike Path - #2	Zone 1	Primary Route #1	QUAD	Pyramid Way to Sullivan Lane both sides	0.3	11,030.0
Oddie Blvd. Bike Path - #3A	Zone 1	Primary Route #1	QUAD	Pyramid Way to Sullivan Lane both sides	0.2	10,801.9

Location Name	ZONE	Respose Level	EQUIPMENT	Description	ACRES	SQFT
Oddie Blvd. Bike Path - #3B	Zone 1	Primary Route #1	QUAD	Pyramid Way to Sullivan Lane both sides	0.3	12,854.5
Queens Way - #1	Zone 1	Primary Route #1	QUAD	South side co.line to 4th street from park east all non-commercialto N. Truckee Lane	0.2	8,189.7
Queens Way - #2	Zone 1	Primary Route #1	QUAD	South side co.line to 4th street from park east all non-commercialto N. Truckee Lane	0.1	3,575.4
Queens Way - #3	Zone 1	Primary Route #1	QUAD	South side co.line to 4th street from park east all non-commercialto N. Truckee Lane	0.0	1,580.9
Queens Way - #4	Zone 1	Primary Route #1	QUAD	South side co.line to 4th street from park east all non-commercialto N. Truckee Lane	0.1	2,811.5
Queens Way - #5A	Zone 1	Primary Route #1	QUAD	South side co.line to 4th street from park east all non-commercialto N. Truckee Lane	0.1	2,236.8
Queens Way - #5B	Zone 1	Primary Route #1	QUAD	South side co.line to 4th street from park east all non-commercialto N. Truckee Lane	0.1	2,515.9
Queens Way - #6	Zone 1	Primary Route #1	QUAD	South side co.line to 4th street from park east all non-commercialto N. Truckee Lane	0.1	5,437.3
Shadow Lane - #1	Zone 1	Primary Route #1	QUAD	Both sides of Shadow Lane from Baring Blvd to Pah Rah Park	0.1	3,066.2
Shadow Lane - #2	Zone 1	Primary Route #1	QUAD	Both sides of Shadow Lane from Baring Blvd to Pah Rah Park	0.0	1,437.9
Shadow Lane - #3	Zone 1	Primary Route #1	QUAD	Both sides of Shadow Lane from Baring Blvd to Pah Rah Park	0.1	3,821.4
Shadow Lane - #4	Zone 1	Primary Route #1	QUAD	Both sides of Shadow Lane from Baring Blvd to Pah Rah Park	0.1	2,710.3
Sparks Blvd. #1	Zone 1	Primary Route #1	QUAD	East side of Sparks Blvd. from from baring to disc and Shadow lane south side to end of T-Ball field	0.1	3,896.5

Location Name	ZONE	Response Level	EQUIPMENT	Description	ACRES	SQFT
Sparks Blvd. #1	Zone 1	Primary Route #1	QUAD	East side of Sparks Blvd. from from baring to disc and Shadow lane south side to end of T-Ball field	0.1	3,037.1
Sparks Blvd. #2	Zone 1	Primary Route #1	QUAD	East side of Sparks Blvd. from from baring to disc and Shadow lane south side to end of T-Ball field	0.1	4,600.5
Sparks Blvd. #3A	Zone 1	Primary Route #1	QUAD	East side of Sparks Blvd. from from baring to disc and Shadow lane south side to end of T-Ball field	0.1	3,807.6
Sparks Blvd. #3B	Zone 1	Primary Route #1	QUAD	East side of Sparks Blvd. from from baring to disc and Shadow lane south side to end of T-Ball field	0.1	4,177.0
Sparks Blvd. #4A	Zone 1	Primary Route #1	QUAD	East side of Sparks Blvd. from from baring to disc and Shadow lane south side to end of T-Ball field	0.1	3,166.5
Sparks Blvd. #4B	Zone 1	Primary Route #1	QUAD	East side of Sparks Blvd. from from baring to disc and Shadow lane south side to end of T-Ball field	0.1	2,283.7
Sparks Blvd. #4C	Zone 1	Primary Route #1	QUAD	East side of Sparks Blvd. from from baring to disc and Shadow lane south side to end of T-Ball field	0.1	3,345.5
Amone Park	Zone 1	Secondary Location	QUAD	55 Queens Way - All Walks	0.2	9,528.2
Coyote Springs Park	Zone 1	Secondary Location	QUAD	1253 Vista Del Rancho - All Walks	0.1	3,038.8
Detention Dam - #1	Zone 1	Secondary Location	QUAD	Sidewalk around the Dam east to Santa Barbara Ave.	0.1	5,860.8
Detention Dam - #2	Zone 1	Secondary Location	QUAD	Sidewalk around the Dam east to Santa Barbara Ave.	0.1	5,860.8
Detention Dam - #3	Zone 1	Secondary Location	QUAD	Sidewalk around the Dam east to Santa Barbara Ave.	0.1	5,860.8
Disc Dr. - #1	Zone 1	Secondary Location	QUAD	South side from Sparks to Vista	0.1	3,310.4
Disc Dr. - #2	Zone 1	Secondary Location	QUAD	South side from Sparks to Vista	0.1	3,310.4
Ion Drive #1	Zone 1	Secondary Location	QUAD	Walks on both sides of the street from Sparks Blvd. to Los Altos Pkwy.	0.3	13,776.7

Location Name	ZONE	Respose Level	EQUIPMENT	Description	ACRES	SQFT
Ion Drive #2	Zone 1	Secondary Location	QUAD	Walks on both sides of the street from Sparks Blvd. to Los Altos Pkwy.	0.3	13,776.7
Ion Drive #3	Zone 1	Secondary Location	QUAD	Walks on both sides of the street from Sparks Blvd. to Los Altos Pkwy.	0.3	13,776.7
Ion Drive #4	Zone 1	Secondary Location	QUAD	Walks on both sides of the street from Sparks Blvd. to Los Altos Pkwy.	0.3	13,776.7
Kestral Park	Zone 1	Secondary Location	QUAD	5611 Cathedral Peak - All Walks	0.2	9,635.3
Los Altos Parkway	Zone 1	Secondary Location	QUAD	West of Promidio to path??	0.0	2,066.0
Regional Trail - #5	Zone 1	Secondary Location	QUAD	Panama North to Vista Del Rancho - BE CAREFUL OF PAVERS	0.9	40,310.9
Regional Trail - #6	Zone 1	Secondary Location	QUAD	Panama North to Vista Del Rancho - BE CAREFUL OF PAVERS	0.9	40,310.9
Regional Trail - #7	Zone 1	Secondary Location	QUAD	Panama North to Vista Del Rancho - BE CAREFUL OF PAVERS	0.9	40,310.9
Shelly Park	Zone 1	Secondary Location	QUAD	2901 N. Truckee Lane - All Walks	0.3	11,700.2
Sparks Blvd./N of Ion #1A	Zone 1	Secondary Location	QUAD	West or South side of Sparks Blvd. from Ion to Cathedral Peak	0.1	3,266.1
Sparks Blvd./N of Ion #1B	Zone 1	Secondary Location	QUAD	West or South side of Sparks Blvd. from Ion to Cathedral Peak	0.1	3,266.1
Vista Blvd. - #1	Zone 1	Secondary Location	QUAD	West side from Disc to Prater, east side from Mt. Mckinnley to S. Los Altos Parkway	1.2	51,136.1
Vista Blvd. - #2	Zone 1	Secondary Location	QUAD	West side from Disc to Prater, east side from Mt. Mckinnley to S. Los Altos Parkway	1.2	51,136.1
Vista Blvd. - #3A	Zone 1	Secondary Location	QUAD	West side from Disc to Prater, east side from Mt. Mckinnley to S. Los Altos Parkway	1.2	51,136.1
Vista Blvd. - #3B	Zone 1	Secondary Location	QUAD	West side from Disc to Prater, east side from Mt. Mckinnley to S. Los Altos Parkway	1.2	51,136.1

Location Name	ZONE	Respose Level	EQUIPMENT	Description	ACRES	SQFT
Vista Blvd. - #4	Zone 1	Secondary Location	QUAD	West side from Disc to Prater, east side from Mt. Mckinnley to S. Los Altos Parkway	1.2	51,136.1
Vista Blvd. - #5	Zone 1	Secondary Location	QUAD	West side from Disc to Prater, east side from Mt. Mckinnley to S. Los Altos Parkway	1.2	51,136.1
Vista Blvd. - #6	Zone 1	Secondary Location	QUAD	West side from Disc to Prater, east side from Mt. Mckinnley to S. Los Altos Parkway	1.2	51,136.1
Vista Blvd. - #7A	Zone 1	Secondary Location	QUAD	West side from Disc to Prater, east side from Mt. Mckinnley to S. Los Altos Parkway	1.2	51,136.1
Vista Blvd. - #7B	Zone 1	Secondary Location	QUAD	West side from Disc to Prater, east side from Mt. Mckinnley to S. Los Altos Parkway	1.2	51,136.1
Vista Blvd. - #8	Zone 1	Secondary Location	QUAD	West side from Disc to Prater, east side from Mt. Mckinnley to S. Los Altos Parkway	1.2	51,136.1
Willow Creek Park	Zone 1	Secondary Location	QUAD	1254 Prater Way - All Walks	0.3	14,612.9
Pelican Park	Zone 2	Primary Route #1	QUAD	Snow Removal at Pelican Park All Walks	0.4	15,922.1
Sparks Blvd. - #10	Zone 2	Primary Route #1	QUAD	Legends to River, All Walkways	0.1	3,349.3
Sparks Blvd. - #11	Zone 2	Primary Route #1	QUAD	Legends to River, All Walkways	0.1	5,254.7
Sparks Blvd. - #12A	Zone 2	Primary Route #1	QUAD	Legends to River, All Walkways	0.1	5,333.8
Sparks Blvd. - #12B	Zone 2	Primary Route #1	QUAD	Legends to River, All Walkways	0.1	5,376.3
Sparks Blvd. - #13	Zone 2	Primary Route #1	QUAD	Legends to River, All Walkways	0.1	2,626.2
Sparks Blvd. - Baring To Howard	Zone 2	Primary Route #1	QUAD	Starting at the SW corner of Sparks/Baring remove Sidewalk snow to Howard Dr.	0.1	4,427.8
Bodega Park	Zone 2	Primary Route #2	764 - BOBCAT w/Plow	1300 Los Altos Parkway - All Walks	0.1	5,323.6
Eastland Hills/PahRah Park Green Belt	Zone 2	Primary Route #2	764 - BOBCAT w/Plow	3097 Round Mountain - All Walks	0.3	12,902.6
Kiley Reg. Trail - #1	Zone 2	Primary Route #2	764 - BOBCAT w/Plow	From Bodega Park around homes on trail to Village Knoll Drive	0.3	11,859.7

Location Name	ZONE	Respose Level	EQUIPMENT	Description	ACRES	SQFT
Kiley Reg. Trail - #2	Zone 2	Primary Route #2	764 - BOBCAT w/Plow	From Bodega Park around homes on trail to Village Knoll Drive	0.3	11,859.7
Les Hicks Park	Zone 2	Primary Route #2	764 - BOBCAT w/Plow	3650 Oakridge - All Walks	0.2	7,949.9
Pah Rah Park	Zone 2	Primary Route #2	764 - BOBCAT w/Plow	1750 Shadow Lane - All Walks	0.5	20,446.9
Sparks Marina - #1	Zone 2	Primary Route #2	764 - BOBCAT w/Plow	25 Howard Wy. - All Walks	0.3	11,986.9
Van Meter Park	Zone 2	Primary Route #2	764 - BOBCAT w/Plow	1300 O'Callahan - All Walks	0.2	10,164.9
River Bike Path - #1	Zone 2	Secondary Location	764 - BOBCAT w/Plow	Larkin Circle to Fisherman's Park	0.2	9,530.5
River Bike Path - #11A	Zone 2	Secondary Location	764 - BOBCAT w/Plow	Larkin Circle to Fisherman's Park	0.2	7,221.0
River Bike Path - #11B	Zone 2	Secondary Location	764 - BOBCAT w/Plow	Larkin Circle to Fisherman's Park	0.1	3,525.2
River Bike Path - #12	Zone 2	Secondary Location	764 - BOBCAT w/Plow	Larkin Circle to Fisherman's Park	0.2	10,530.5
River Bike Path - #13	Zone 2	Secondary Location	764 - BOBCAT w/Plow	Larkin Circle to Fisherman's Park	0.1	6,356.5
River Bike Path - #13B	Zone 2	Secondary Location	764 - BOBCAT w/Plow	Larkin Circle to Fisherman's Park	0.2	6,677.8
River Bike Path - #14	Zone 2	Secondary Location	764 - BOBCAT w/Plow	Larkin Circle to Fisherman's Park	0.2	7,159.3
River Bike Path - #15	Zone 2	Secondary Location	764 - BOBCAT w/Plow	Larkin Circle to Fisherman's Park	0.1	6,493.7
River Bike Path - #16	Zone 2	Secondary Location	764 - BOBCAT w/Plow	Larkin Circle to Fisherman's Park	0.2	8,481.8
River Bike Path - #2	Zone 2	Secondary Location	764 - BOBCAT w/Plow	Larkin Circle to Fisherman's Park	0.1	5,958.1
River Bike Path - #3	Zone 2	Secondary Location	764 - BOBCAT w/Plow	Larkin Circle to Fisherman's Park	0.2	7,154.1
River Bike Path - #4	Zone 2	Secondary Location	764 - BOBCAT w/Plow	Larkin Circle to Fisherman's Park	0.2	6,804.5
River Bike Path - #5	Zone 2	Secondary Location	764 - BOBCAT w/Plow	Larkin Circle to Fisherman's Park	0.2	7,662.7
River Bike Path - #6	Zone 2	Secondary Location	764 - BOBCAT w/Plow	Larkin Circle to Fisherman's Park	0.2	9,236.6
River Bike Path - #7	Zone 2	Secondary Location	764 - BOBCAT w/Plow	Larkin Circle to Fisherman's Park	0.2	8,727.3
River Bike Path - #8	Zone 2	Secondary Location	764 - BOBCAT w/Plow	Larkin Circle to Fisherman's Park	0.1	6,359.1
River Bike Path - #9	Zone 2	Secondary Location	764 - BOBCAT w/Plow	Larkin Circle to Fisherman's Park	0.1	4,560.5
Sparks Marina - #2	Zone 2	Secondary Location	764 - BOBCAT w/Plow	25 Howard Wy. - All Walks	0.3	11,468.1
Sparks Marina - #3	Zone 2	Secondary Location	764 - BOBCAT w/Plow	25 Howard Wy. - All Walks	0.2	7,445.5
Sparks Marina - #4	Zone 2	Secondary Location	764 - BOBCAT w/Plow	25 Howard Wy. - All Walks	0.2	8,463.4
Sparks Marina - #5	Zone 2	Secondary Location	764 - BOBCAT w/Plow	25 Howard Wy. - All Walks	0.2	6,972.2
Sparks Marina - #6	Zone 2	Secondary Location	764 - BOBCAT w/Plow	25 Howard Wy. - All Walks	0.2	7,306.9
Sparks Marina - #7	Zone 2	Secondary Location	764 - BOBCAT w/Plow	25 Howard Wy. - All Walks	0.2	7,957.1
Sparks Marina - #8	Zone 2	Secondary Location	764 - BOBCAT w/Plow	25 Howard Wy. - All Walks	0.1	3,743.8
Sparks Marina - #9	Zone 2	Secondary Location	764 - BOBCAT w/Plow	25 Howard Wy. - All Walks	0.2	8,177.5
Shadow Mountain Sports Complex Parking Lots #1	Zone 2	Secondary Location	1 Ton w/Plow	Shadow Mountain Sports Complex Parking Lots	0.7	30,418.5

Location Name	ZONE	Respose Level	EQUIPMENT	Description	ACRES	SQFT
Shadow Mountain Sports Complex Parking Lots #2	Zone 2	Seconday Location	1 Ton w/Plow	Shadow Mountain Sports Complex Parking Lots	0.6	25,693.9
Shadow Mountain Sports Complex Parking Lots #3	Zone 2	Seconday Location	1 Ton w/Plow	Shadow Mountain Sports Complex Parking Lots	1.5	64,577.4
Shadow Mountain Sports Complex Parking Lots #4	Zone 2	Seconday Location	1 Ton w/Plow	Shadow Mountain Sports Complex Parking Lots	2.0	85,219.0
Sparks Blvd. RT/Bike Path - #9A	Zone 2	Seconday Location	764 - BOBCAT w/Plow	Regional Trail that follows along Sparks Blvd. from Disc Dr. to East Lincoln	0.2	8,182.2
Sparks Blvd. RT/Bike Path - #9B	Zone 2	Seconday Location	764 - BOBCAT w/Plow	Regional Trail that follows along Sparks Blvd. from Disc Dr. to East Lincoln	0.2	9,039.5
Sparks Blvd. RT/Bike Path #1	Zone 2	Seconday Location	764 - BOBCAT w/Plow	Regional Trail that follows along Sparks Blvd. from Disc Dr. to East Lincoln	0.1	6,139.3
Sparks Blvd. RT/Bike Path #2A	Zone 2	Seconday Location	764 - BOBCAT w/Plow	Regional Trail that follows along Sparks Blvd. from Disc Dr. to East Lincoln	0.2	7,832.7
Sparks Blvd. RT/Bike Path #2B	Zone 2	Seconday Location	764 - BOBCAT w/Plow	Regional Trail that follows along Sparks Blvd. from Disc Dr. to East Lincoln	0.2	7,903.9
Sparks Blvd. RT/Bike Path #3	Zone 2	Seconday Location	764 - BOBCAT w/Plow	Regional Trail that follows along Sparks Blvd. from Disc Dr. to East Lincoln	0.1	6,377.8
Sparks Blvd. RT/Bike Path #4	Zone 2	Seconday Location	764 - BOBCAT w/Plow	Regional Trail that follows along Sparks Blvd. from Disc Dr. to East Lincoln	0.2	7,397.3
Sparks Blvd. RT/Bike Path #5	Zone 2	Seconday Location	764 - BOBCAT w/Plow	Regional Trail that follows along Sparks Blvd. from Disc Dr. to East Lincoln	0.2	8,042.2
Sparks Blvd. RT/Bike Path #6A	Zone 2	Seconday Location	764 - BOBCAT w/Plow	Regional Trail that follows along Sparks Blvd. from Disc Dr. to East Lincoln	0.2	6,879.7
Sparks Blvd. RT/Bike Path #6B	Zone 2	Seconday Location	764 - BOBCAT w/Plow	Regional Trail that follows along Sparks Blvd. from Disc Dr. to East Lincoln	0.2	7,364.3
Sparks Blvd. RT/Bike Path #7A	Zone 2	Seconday Location	764 - BOBCAT w/Plow	Regional Trail that follows along Sparks Blvd. from Disc Dr. to East Lincoln	0.1	6,334.7
Sparks Blvd. RT/Bike Path #7B	Zone 2	Seconday Location	764 - BOBCAT w/Plow	Regional Trail that follows along Sparks Blvd. from Disc Dr. to East Lincoln	0.1	6,213.8
Sparks Blvd. RT/Bike Path #7C	Zone 2	Seconday Location	764 - BOBCAT w/Plow	Regional Trail that follows along Sparks Blvd. from Disc Dr. to East Lincoln	0.1	6,370.1

Location Name	ZONE	Respose Level	EQUIPMENT	Description	ACRES	SQFT
Sparks Blvd. RT/Bike Path #8	Zone 2	Secondary Location	764 - BOBCAT w/Plow	Regional Trail that follows along Sparks Blvd. from Disc Dr. to East Lincoln	0.1	4,686.8
Ardmore Park	Zone 3	Secondary Location	774 - BOBCAT w/Narrow	1200 12th Street - All Walks	0.1	3,695.5
Burgess Park	Zone 3	Secondary Location	774 - BOBCAT w/Narrow	898 Greenbrae Dr. - All Walks	0.3	12,196.2
Burgess Park Parking Lots - North and West Lots	Zone 3	Secondary Location	1 Ton w/Plow	Burgess Park Parking Lots - North and West Lots	0.5	20,266.1
Church Park	Zone 3	Secondary Location	774 - BOBCAT w/Narrow	1850 1st Street - Walk along 1st Street	0.0	1,566.5
City Hall	Zone 3	Secondary Location	774 - BOBCAT w/Narrow	431 Prater Way - All Walks	0.2	7,902.7
Deer Park	Zone 3	Secondary Location	774 - BOBCAT w/Narrow	1700 Prater Way - All Walks	0.2	8,059.2
Larry D. Johnson Center	Zone 3	Secondary Location	774 - BOBCAT w/Narrow	12th Street - All Walks	0.2	8,738.1
Longford Park	Zone 3	Secondary Location	774 - BOBCAT w/Narrow	250 E. Greebrae Dr. - All Walks	0.2	7,651.3
Poulakidas Park	Zone 3	Secondary Location	774 - BOBCAT w/Narrow	530 4th Street - All Walks	0.3	12,211.5
Rock Blvd. #1	Zone 3	Secondary Location	774 - BOBCAT w/Narrow	East side of Rock Blvd. from Oddie to 15th	0.0	1,444.4
Rock Blvd. #2	Zone 3	Secondary Location	774 - BOBCAT w/Narrow	West side of Rock Blvd. from A-B Alley to Hymer	0.1	3,505.1
Sullivan Lane	Zone 3	Secondary Location	774 - BOBCAT w/Narrow	East side from Byrd North to end of Walk	0.0	1,718.5
Victorian Ave. East End - #1	Zone 3	Secondary Location	774 - BOBCAT w/Narrow	North side from Nichols to Business Property Line	0.1	3,862.2
Victorian Ave. East End - #2	Zone 3	Secondary Location	774 - BOBCAT w/Narrow	North side from Nichols to Business Property Line	0.1	5,271.5
Victorian Ave. East End - #3	Zone 3	Secondary Location	774 - BOBCAT w/Narrow	North side from Nichols to Business Property Line	0.1	5,307.9
Victorian Ave. East End - #4	Zone 3	Secondary Location	774 - BOBCAT w/Narrow	North side from Nichols to Business Property Line	0.1	5,302.2
Victorian Ave. East End - #5	Zone 3	Secondary Location	774 - BOBCAT w/Narrow	North side from Nichols to Business Property Line	0.1	6,027.9
Victorian Ave. East End - #6	Zone 3	Secondary Location	774 - BOBCAT w/Narrow	North side from Nichols to Business Property Line	0.1	3,482.4
Village Green Park	Zone 3	Secondary Location	774 - BOBCAT w/Narrow	849 Lepori Way - All Walks	0.2	10,130.9
Vintage Hills Parkway - #1	Zone 3	Secondary Location	BOBCAT w/Narrow Plow	North side of Spanish Springs Road to Sparks Blvd.	0.1	3,406.3

Location Name	ZONE	Respose Level	EQUIPMENT	Description	ACRES	SQFT
Vintage Hills Parkway - #2	Zone 3	Secondary Location	BOBCAT w/Narrow Plow	North side of Spanish Springs Road to Sparks Blvd.	0.1	3,807.8
Vintage Hills Parkway - #3	Zone 3	Secondary Location	BOBCAT w/Narrow Plow	North side of Spanish Springs Road to Sparks Blvd.	0.1	3,307.6
Woodtrail Park	Zone 3	Secondary Location	774 - BOBCAT w/Narrow	1820 Berkshire - All Walks	0.3	11,380.5
Maldonaldo Park	Zone 4	Primary Route #1	Shovel	Walkways and stairs at Maldonado Park	0.0	1,872.7
Bud Beasley School	Zone 4	Primary Route #2	747 - BOBCAT w/Plow	Canyon Parkway both sides of the street from Los Altos Parkway to Vista Mt. Dr.	0.1	4,367.8
Antelope Park	Zone 4	Secondary Location	767 - BOBCAT w/Plow	1900 Primio Way - All Walks	0.1	3,388.1
Bitterbrush Park	Zone 4	Secondary Location	767 - BOBCAT w/Plow	All Walks	0.1	5,038.4
Canyon Hills Park	Zone 4	Secondary Location	767 - BOBCAT w/Plow	4880 Los Altos Parkway - All Walks	0.2	9,421.3
Del Cobre Park	Zone 4	Secondary Location	767 - BOBCAT w/Plow	7990 Via Del Cobre - All Walks	0.3	12,474.1
GERP Baseball Parking Lots	Zone 4	Secondary Location	1 Ton w/Plow	Golden Eagle Regional Park Parking Lots	1.6	67,950.9
GERP Baseball Walkways	Zone 4	Secondary Location	1 Ton w/Plow	All Walks, Walkways and Trails need Snow Removal	0.8	35,503.3
GERP Entry Trail/Jog path	Zone 4	Secondary Location	1 Ton w/Plow	All Walks, Walkways and Trails need Snow Removal	0.2	9,473.9
GERP Football Parking Lots	Zone 4	Secondary Location	1 Ton w/Plow	Golden Eagle Regional Park Parking Lots	1.8	79,525.7
GERP Football/Soccer Walkways #1	Zone 4	Secondary Location	1 Ton w/Plow	All Walks, Walkways and Trails need Snow Removal	0.9	37,855.1
GERP Football/Soccer Walkways #2	Zone 4	Secondary Location	1 Ton w/Plow	All Walks, Walkways and Trails need Snow Removal	1.8	77,978.8
GERP Little League Walkways #1	Zone 4	Secondary Location	1 Ton w/Plow	All Walks, Walkways and Trails need Snow Removal	1.3	56,104.9
GERP Lookout Parking Lot	Zone 4	Secondary Location	1 Ton w/Plow	Golden Eagle Regional Park Parking Lots	0.3	12,238.7
GERP Maintenance Parking Lot	Zone 4	Secondary Location	1 Ton w/Plow	Golden Eagle Regional Park Parking Lots	0.4	15,418.0
GERP Softball Parking Lots	Zone 4	Secondary Location	1 Ton w/Plow	Golden Eagle Regional Park Parking Lots	3.0	129,008.3
GERP Softball Walkways #1	Zone 4	Secondary Location	1 Ton w/Plow	All Walks, Walkways and Trails need Snow Removal	0.2	10,394.2
GERP Softball Walkways #2	Zone 4	Secondary Location	1 Ton w/Plow	All Walks, Walkways and Trails need Snow Removal	0.5	20,721.8

Location Name	ZONE	Respose Level	EQUIPMENT	Description	ACRES	SQFT
GERP Softball Walkways #3	Zone 4	Secondary Location	1 Ton w/Plow	All Walks, Walkways and Trails need Snow Removal	2.4	104,246.8
Jacinto Park	Zone 4	Secondary Location	767 - BOBCAT w/Plow	7805 Jacinto Ave. - All Walks	0.1	5,753.7
Maldonado Park	Zone 4	Secondary Location	767 - BOBCAT w/Plow	2100 Canyon Parkway - All Walks from Canyon Parkway to end of concrete	0.1	3,157.1
Marvin Moss School	Zone 4	Secondary Location	767 - BOBCAT w/Plow	East side of Primio Wy from D'Andrea Parkway South to Antelope Park	0.0	2,060.5
Pagni Park	Zone 4	Secondary Location	767 BOBCAT w/Plow	100 Festa Dr. - All Walks	0.5	20,059.5
Red Hawk Park	Zone 4	Secondary Location	767 - BOBCAT w/Plow	3215 Poco Rey - All Walks	0.1	3,403.1
Rose Garden Park	Zone 4	Secondary Location	767 - BOBCAT w/Plow	6159 Wingfield Springs Rd. - All Walks - DO NOT GO ON BRIDGES!!	0.1	3,380.2
Sage Canyon Park	Zone 4	Secondary Location	767 - BOBCAT w/Plow	5191 Vista Heights - All Walks	0.1	6,158.6
Tumbleweed Trails Park	Zone 4	Secondary Location	767 - BOBCAT w/Plow	7575 Bearback - All walks	0.1	2,774.9
Vista View Park	Zone 4	Secondary Location	767 - BOBCAT w/Plow	2201 North D'Andrea Parkway - All walks	0.2	8,063.8
Alf Parking Lot	Zone 5	Primary Route #1	1 Ton with Plow	From sidewalk south to first set of light poles	1.9	82,190.7
Fire Station #4	Zone 5	Primary Route #1	1 Ton w/Plow	Fire Station #4 Parking Lot and Driveways	0.8	34,137.5
Fire Station #5	Zone 5	Primary Route #1	1 ton w/Plow	Fire Station #5 Parking Lot and Driveways	0.5	23,128.6
Police Dept.	Zone 5	Primary Route #1	1 Ton Plow	Front and back lots (BY 8:00 AM)	1.6	67,932.4
Regional Trail #1	Zone 5	Primary Route #1	1 Ton w/Plow	From Peppergrass south to gate	1.6	67,914.0
Regional Trail #10	Zone 5	Primary Route #1	1 Ton w/Plow	From Panama South to Los Altos	1.2	51,810.0
Regional Trail #2	Zone 5	Primary Route #1	1 Ton w/Plow	From Peppergrass south to gate	1.6	67,914.0
Regional Trail #3	Zone 5	Primary Route #1	1 Ton w/Plow	From Peppergrass south to gate	1.6	67,914.0
Regional Trail #4	Zone 5	Primary Route #1	1 Ton w/Plow	From Peppergrass south to gate	1.6	67,914.0
Regional Trail #8A	Zone 5	Primary Route #1	1 Ton w/Plow	From Panama South to Los Altos	1.2	51,810.0
Regional Trail #8B	Zone 5	Primary Route #1	1 Ton w/Plow	From Panama South to Los Altos	1.2	51,810.0
Regional Trail #9	Zone 5	Primary Route #1	1 Ton w/Plow	From Panama South to Los Altos	1.2	51,810.0
Ardmore Park Parking Lot	Zone 6	Primary Route #2	1 Ton w/Plow	Ardmore Park Parking Lot	0.4	18,793.4
City Hall Parking Lots	Zone 6	Primary Route #2	1 Ton w/Plow	West & East Parking Lot's (BY: 7:00am)	1.7	73,322.0
Fire Station #2	Zone 6	Primary Route #2	1 Ton w/Plow	Fire Station #2 Parking Lot and Driveways	0.4	15,377.7

Location Name	ZONE	Respose Level	EQUIPMENT	Description	ACRES	SQFT
Larry D. Johnson Parking Lot	Zone 6	Primary Route #2	1 Ton w/Plow	Larry D. Johnson Parking Lot	0.4	17,689.5
Muni Court Parking Lot	Zone 6	Primary Route #2	1 Ton w/Plow	Muni Court Parking Lot (BY: 8:00 AM)	0.9	40,843.4
Recreation Center Parking Lot	Zone 6	Primary Route #2	1 Ton w/Plow	Recreation Center Parking Lot (BY: 7:00AM)	0.8	35,898.0
Senior Center Parking Lot	Zone 6	Primary Route #2	1 Ton w/Plow	Senior Center Parking Lot (BY: 7:00AM)	0.5	21,393.3
Shelly Park Parking Lot	Zone 6	Primary Route #2	1 Ton w/Plow	Shelly Park Parking Lot	0.3	11,382.5
All lots on both sides of Ave of Oaks from 11th-14th	Zone 6	Secondary Location	1 Ton w/Plow	All lots on both sides of Ave of Oaks from 11th-14th	8.0	349,482.9
Alley from 10th to Museum Parking Lot	Zone 6	Secondary Location	1 Ton w/Plow	Alley from 10th to Museum Parking Lot	0.4	18,867.9
Pah Rah Park Parking Lot	Zone 6	Secondary Location	1 Ton w/Plow	Pah Rah Park Parking Lot	0.6	25,978.8
Parking Area on Victorian between Pyramid and 10th	Zone 6	Secondary Location	1 Ton w/Plow	Parking Area on Victorian between Pyramid and 10th	0.2	7,915.6
Poulakidas Park Parking Lot	Zone 6	Secondary Location	1 Ton w/Plow	Poulakidas Park Parking Lot	0.3	14,091.7
Rock Park Parking Lot	Zone 6	Secondary Location	1 Ton w/Plow	Rock Park Parking Lot	1.2	53,616.0

Forms

(to be used following award of bid)

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



**GENERAL SERVICE CONTRACT
CITY OF SPARKS, NEVADA**

THIS CONTRACT made and entered into on this ___ day of _____, 20____, 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 _____, a qualified vendor in the class of work required, hereinafter called "Vendor".

W I T N E S E T H

WHEREAS, the City has awarded a contract to Vendor for performing the work hereinafter mentioned in accordance with the proposal of said Vendor;

WHEREAS, the Vendor will perform the work for the compensation stated in said proposal, for an amount which has been arrived at after negotiations 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 (INSERT PROJECT TITLE). The City's Contract Documents and Vendor's Entire Proposal are on file with the City of Sparks. All terms, conditions and requirements contained in these Documents, including any and all addenda issued by the City, are hereby incorporated into this Contract.

The Vendor 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 therefore, 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 Services

As full consideration for the Services to be performed by Vendor, City agrees to pay Vendor as set forth in accordance with the Fee Schedule set forth in the proposal, bid or quotation and not to exceed fee of _____. The City will not hire or directly compensate the Vendor's employees, assistants or subcontractors, if any. It is expressly understood and agreed that all work done by Vendor shall be subject to review as to its result by the City at the City's discretion. Payment of any invoice shall not be taken to mean that the City is satisfied with Vendor's services to the date of payment and shall not forfeit City's right to require the correction of any deficiencies.



3. Term (Check One)

- This is a One-Time Service, or**
- This is a term contract from (MO/DY/YR) to (MO/DY/YR)**

The Vendor shall perform the services called for in the specifications/proposal and within the time specified and in accordance with the terms of the contract. The Vendor 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 work performance is unsatisfactory or in default, subject to Vendor's right to cure as outlined in termination clause.

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

4. No Unfair Employment Practices:

In connection with the performance of work under this Agreement, Vendor agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, disability, sex, sexual orientation or age. Such agreement shall include, but not be limited to, the following: recruitment or recruitment advertising, rates or pay or other forms of compensation, and selection. Any violation of these provisions by Vendor shall constitute a material breach of contract.

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 Vendor, its officers, employees, agents, consultants, subcontractors and anyone from whom it is legally liable, while performing or failing to perform Vendor'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. Acceptance by the City:

It is expressly understood and agreed that all materials provided and/or work done by the Vendor 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 Vendor 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.



8. 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.

9. 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

VENDOR:

10. Jurisdiction and Venue:

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.

11. Indemnity:

Vendor agrees to hold harmless, indemnify, and defend City, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any and all claims, demands, suits, actions, or causes of action, caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of Vendor, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by Vendor, or by others under the direction or supervision of Vendor.

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

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.

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.

12. Licenses and Permits:

The Vendor 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 vendors 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."

13. Insurance:

Vendor shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation if applicable prior to initiation of any services under 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:

VENDOR'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT VENDORS 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 ANY VENDOR FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT VENDOR MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for Vendor or any Sub-Contractor of the Vendor by the City. Vendor 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 Vendor that Vendor shall procure, pay for, and maintain the above mentioned industrial insurance coverage at Vendor's sole cost and expense.

Should Vendor be self-funded for Industrial Insurance, Vendor 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.

MINIMUM LIMITS OF INSURANCE

Vendor shall maintain coverages and limits no less than:

1. General Liability: \$1,000,000 (or amount customarily carried by Vendor, whichever is greater) combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to this project or location.



- 2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage. No aggregate limit may apply.
- 3. Workers' Compensation: Consultant shall provide proof of worker's compensation insurance as required by NRS 616B.627 or proof that compliance with the provisions of Nevada Revised Statutes, Chapters 616A-D and all other related chapters is not required.

Vendor will maintain Vendor liability insurance during the term of this Agreement and for a period of three (3) years from the date of substantial completion of the project. In the event that Vendor goes out of business during the term of this Agreement or the three (3) year period described above, Vendor shall purchase Extended Reporting Coverage for claims arising out of Vendor's negligent acts, errors and omissions committed during the term of the Vendor Liability Policy.

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

OTHER INSURANCE PROVISIONS

The policies are to contain, or be endorsed to contain, the following provisions:

1. General Liability and Automobile Liability Coverages

- a. City, its officers, agents, employees, and volunteers are to be included as insureds as respects damages and defense arising from: activities performed by or on behalf of Vendor, including the insured's general supervision of Vendor; products and completed operations of Vendor; premises owned, occupied, or used by Vendor; or automobiles owned, leased, hired, or borrowed by the Vendor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers.
- b. Vendor's insurance coverage shall be Primary insurance as respects City, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Vendor's insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.
- d. Vendor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either Vendor or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written



notice by certified mail, return receipt requested, has been given to City except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. City, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Vendor and insurance carrier. City reserves the right to require that Vendor's insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

Vendor 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, Vendor must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:

- A. Certificate of Insurance.** Vendor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Vendor.
- B. Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of City of Sparks as additional insured.
- C. Policy Cancellation Endorsement.** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to City of Sparks, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, 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.
- 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

Vendor 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 of the requirements stated herein.

MISCELLANEOUS CONDITIONS



1. Vendor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Vendor, any subcontractor, or anyone employed, directed, or supervised by Vendor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Vendor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any subcontractor under it.
3. In addition to any other remedies City may have if Vendor 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 Vendor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - b. Order Vendor to stop work under this Agreement and/or withhold any payments which become due Vendor here under until Vendor demonstrates compliance with the requirements hereof; or,
 - c. Terminate the Agreement.

14. Liquidated Damages (This Section IS IS NOT Applicable to this Contract):

If the service is not completed within the time stipulated in the bid, the Vendor 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) \$_____ for each calendar day of delay until delivery is completed; the Vendor 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 Vendor as compensation under this proposal in the event the Vendor fails to meet delivery schedules or product specifications.

15. Material Breach of Contract:

In the event Vendor fails in their delivery of 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 vendor's failure to cure such breach, may without waiving any other remedy, make good the deficiencies and deduct the actual cost of providing alternative services from payment due the Vendor. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

16. 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.

17. Termination:

Failure to Cure:

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 Vendor from damages owed to the City, or seek other remedy including action against all bonds. The Vendor may terminate the Contract for



material breach of contract upon thirty (30) days written notice to the City.

Non-Funding:

Continuance of this contract beyond the fiscal year (July – June) in which the contract was initiated shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year(s) and the termination of this contract due to lack of appropriation shall be without penalty.

Convenience:

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 related services authorized by and received to the satisfaction of the City prior to termination.

18. 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 Vendor shall not assign this Contract without the written consent of the City which will not be unreasonably withheld.

19. 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.

20. 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.

21. 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 thereof.

22. 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 document 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.



23. 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.

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: _____
(Authorized Signature)

(Title)

APPROVED AS TO FORM

ATTEST:

City Attorney

City Clerk (As Required)



Attachment A

THIS (optional) SPACE TO BE USED TO ATTACH VENDOR PROPOSAL OR TO DEFINE THE SPECIFIC SCOPE OF WORK FOR THIS CONTRACT

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 **(CONTRACTOR NAME)** hereinafter designated as the "Principal" a contract for Bid # **BID NUMBER**, PWP # **PWP NUMBER**, for the **PROJECT 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 **(WRITTEN COST)** dollars (\$_____), 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 **(WRITTEN COST)** dollars (\$_____) 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 **CONTRACTOR**, hereinafter designated as the “Principal” a Contract for Bid # **BID NUMBER**, PWP # **PWP NUMBER**, for the **PROJECT 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 **WRITTEN AMOUNT** dollars (\$_____), 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 _____