

BID FOR
GOLDEN EAGLE REGIONAL PARK FIELDS 10, 13, 14
OUTFIELDS SYNTHETIC TURF REPLACEMENT PROJECT

BID # 24/25-002

PWP # WA-2024-520

BIDS DUE NOT LATER THAN: 1:45 PM ON OCTOBER 2, 2024

PUBLIC BID OPENING: 2:00 PM ON OCTOBER 2, 2024

[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
GOLDEN EAGLE REGIONAL PARK FIELDS 10, 13, 14 OUTFIELDS SYNTHETIC TURF
REPLACEMENT PROJECT
BID # 24/25-002 / PWP # WA-2024-520**

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 Capital Projects Manager at 431 Prater Way, Sparks, Nevada, NO LATER THAN **1:45 PM ON OCTOBER 2, 2024**. Bids postmarked prior to, but not received until after this deadline will not be accepted. Vendor bid response submittals may not be sent to the City of Sparks via the Internet/e-mail and will not be entertained for award by the City of Sparks. The right is reserved to reject any Bid/Proposal or to accept the Bid/Proposal which is deemed by the City of Sparks to be in the best interest of the City of Sparks. The City of Sparks reserves the right to waive any irregularities and/or informalities in the bid process.

All Bids are to be marked clearly on the outside. Due to hybrid schedules and staff reductions, in-person staff availability is limited. Bidders wishing to physically deliver their bids on the bid due date shall note that the Capital Projects Division will receive bids in the lobby of City Hall beginning at 1PM on October 2, 2024. Bids are due no later than 1:45PM. Bids may also be delivered to the Purchasing Department physical dropbox/mailbox, also located in the lobby of City Hall.

Bids will be opened and publicly read at **2:00 PM ON October 2, 2024** via Zoom video/audio conferencing. Meeting #880 3740 5459. Meeting Passcode: 316569 with a direct link of: <https://cityofsparks-us.zoom.us/j/88037405459?pwd=KChWHT7VdyVc3bO12GYmUUR6E4JHif.1>

PROJECT DESCRIPTION: The work performed under this contract consists of but is not limited to; The complete removal and replacement of synthetic turf on the outfields 10, 13, 14 of Golden Eagle Regional Park. This includes removal and disposal of the existing synthetic turf and infill, base preparation, nailer board replacement as necessary, installation of new synthetic turf system and all appurtenant work necessary to complete the project as stated in the bid specifications.

PRE-BID MEETING: There will be a NON-MANDATORY pre-bid meeting held at 10:00 a.m. September 17, 2024 at the job site: Golden Eagle Regional Park (Field 10), 6400 Vista Blvd, Sparks, NV 89436.

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

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

Bid documents and specifications may be obtained from the City of Sparks website. Please visit <http://portal.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 Capital Projects Division at bcason@cityofsparks.us or at (775) 353-4083. The individual responsible for coordinating this bid is: Brian Cason, S.E., P.E. – Capital Projects Manager

Reno Gazette Journal Legal Notices Section
Publish Date: September 11, 2024
Proof of publication required

**CITY OF SPARKS
 BID ITEM SCHEDULE**

**BID # 24/25-002
 PWP-WA-2024-520**

BID TITLE: Golden Eagle Regional Park Fields 10, 13, 14 Outfields Synthetic Turf Replacement Project

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

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

BIDDER acknowledges receipt of _____ Addenda.

 Bidder Name

 (signature)

Golden Eagle Regional Park Fields 10, 13, 14 Outfields Synthetic Turf Replacement Base Bid

Item No.	Quantity	Unit	Description	Unit Price	Total Price
1.0	1	LS	Furnish synthetic turf and all appurtenant materials necessary to complete the project as stated in the bid specifications and plans for this project, complete and in place per lump sum.	\$ _____ /LS	\$ _____
2.0	1	LS	Remove existing synthetic turf/infill, prep base as needed, replace nailers, and all appurtenant work necessary to complete the project as stated in the bid specifications and plans for this project, complete and in place per lump sum.	\$ _____ /LS	\$ _____
3.0	1	LS	Furnish labor, materials, equipment, facilities, transportation and services to complete drainage and related work as shown on contract documents, complete and in place per lump sum.	\$ _____ /LS	\$ _____
4.0	1	LS	Install new synthetic turf and infill and all appurtenant work necessary to complete the project as stated in the bid specifications and plans for this project, complete and in place per lump sum.	\$ _____ /LS	\$ _____
5.0	200	LF	Provide Unit Cost for 200 LF of Trex plastic nailer board for replacement of any rotting or unusable nailer board in the fields.	\$ _____ /LF	\$ _____
6.0	1	FA	Force Account	\$ 85,000.00	\$ 85,000.00

Total Golden Eagle Regional Park Fields 10, 13, 14 Outfields Synthetic Turf Replacement Base Bid Price (Include Force Account)	\$ _____
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\$ _____ (written total bid price)	
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Contractor must list products as a part of their Base Bid

Synthetic Turf

Type/Product Name: _____

Manufacturer: _____

Bidder's Checklist

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

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

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:

Awarded Contract Information

If your company is determined to be the awardee of the contract for this scope of work, the contract form for the work will be routed via electronic means. Therefore, please identify the authorized individual that will be signing the resulting contract. Presumably this will be the company owner or corporate officer authorized to bind the company for future work.

COMPANY INFORMATION:

Company Name:
Authorized Name:
Title:
Individual E-Mail Address:
Telephone Number including area code:
Mailing Address:

SUBCONTRACTOR DETAIL
SUBCONTRACTORS EXCEEDING FIVE PERCENT OF BID AMOUNT

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

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

Bidder Name: _____

Authorized Signature: _____

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

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

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

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

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

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

CITY OF SPARKS ACKNOWLEDGMENT AND EXECUTION:

STATE OF _____)
) SS
County of _____)

_____(Name of Principal) being first duly sworn, deposes and says: That he/she is the Bidder, or authorized agent of the Bidder for whom the aforesaid described work is to be performed by; that he/she has read the Plans, Specifications, and related documents including but not limited to, any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City of Sparks (Owner) and to do and perform all work for the **GOLDEN EAGLE REGIONAL PARK FIELDS 10, 13, 14 OUTFIELDS SYNTHETIC TURF REPLACEMENT PROJECT, Bid # 24/25-002**, 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 _____, 2023.

State of Nevada)
) SS.
County of _____)

On this _____ day of _____, in the year 2023, 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)

This certification is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 93, Government-wide Debarment and Suspension, for the Department of Agriculture (7 CFR Part 3017), Department of Labor (29 CFR Part 98), Department of Education (34 CFR Parts 85, 668, 682), Department of Health and Human Services (45 CFR Part 76).

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 _____

Local Preference Affidavit

NEW Instructions: This form is required to receive a preference in bidding on projects exceeding \$250,000. This form must be submitted no later than two (2) hours following the opening of bids, only if the bidder wishes for their preferential status(established by their current Certificate of Eligibility) to be considered in the evaluation of bids. A copy of the bidder’s Certificate of Eligibility must be submitted at the time the contractor submits their bid.

I, _____, on behalf of the Contractor, _____, swear and affirm that in order to be in compliance with NRS 338.0117 and be eligible to receive a preference in bidding **GOLDEN EAGLE REGIONAL PARK FIELDS 10, 13, 14 OUTFIELDS SYNTHETIC TURF REPLACEMENT PROJECT (Bid #24/25-002)** certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of _____, I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for a period of time, pursuant to NRS 338:

1. The Contractor shall ensure at least 50 percent of workers employed on the public work possess a Nevada driver’s license or identification card;
2. The Contractor shall ensure all vehicles used primarily for the public work will be registered and (where applicable) partially apportioned to Nevada;
3. The Contractor shall ensure payroll records related to this project are maintained and available within the State of Nevada.

These requirements are not applicable to Contractors who do not use the “Bidder’s Preference” eligibility certificate in their bid or do not receive an advantage in ranking of bids due to their preference status.

By: _____ Title: _____

Signature: _____ Date: _____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20____, by _____ (name of person making statement).

State of _____)

)ss.

County of _____)

Notary Signature STAMP AND SEAL

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 # **24/25-002**, PWP # **WA-2024-520**, for the **GOLDEN EAGLE REGIONAL PARK FIELDS 10, 13, 14 OUTFIELDS SYNTHETIC TURF REPLACEMENT PROJECT**.

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 **GOLDEN EAGLE REGIONAL PARK FIELDS 10, 13, 14 OUTFIELDS SYNTHETIC TURF REPLACEMENT PROJECT**, 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-

General Conditions



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. 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:

General Conditions



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:

General Conditions



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

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

19. Specifications to Prevail:

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

20. Taxes:

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

21. Prevailing Wages:

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

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

https://labor.nv.gov/PrevailingWage/Public_Works_Prevailing_Wages/

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

General Conditions



22. Apprenticeship Utilization Act:

Bidder acknowledges that the Nevada Legislature has enacted state laws requiring contractors engaged in vertical or horizontal construction who employ workers on one or more public works during a calendar year to use varying levels of apprentices on such public works. *See* NRS 338.01165; SB 82 (2023). Bidder acknowledges that Senate Bill 82 (2023) places compliance and reporting requirements on contractors and subcontractors engaged in public works project, and requires contractors and subcontractors engaged in public works projects to meet annual apprentice use thresholds set by state law, including obligations to provide the Nevada Labor Commissioner with supporting documentation when requested, and an obligation to provide an annual report to the Nevada Labor Commissioner documenting its compliance with Nevada apprenticeship requirements. Bidder acknowledges and certifies that it will comply with NRS 338.01165 and SB 82 (2023), as each may be amended in the future.

23. Conflict of Interest:

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

- (a) Have a financial interest or other personal interest that is incompatible with the proper discharge of their official duties in the public interest or would tend to impair their independence, judgment or action in the performance of their official duties.
- (b) Are negotiating for or have an arrangement concerning prospective employment with bidder. The bidder warrants to the best of his knowledge that the submission of the bid will not create such conflict of interest. In the event such a conflict occurs, the bidder is to report it immediately to the Purchasing Manager. For breach or violation of this warranty, the City shall have the right to annul this contract without liability at its discretion, and bidder may be subject to damages and/or debarment or suspension.

24. Disqualification of Bidder:

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

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

25. Gratuities:

General Conditions



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

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

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

27. Performance and Payment Bonds:

Per NRS 339.025, before any contract, except one subject to the provisions of chapter 408 of NRS, exceeding \$100,000 for any project for the new construction, repair or reconstruction of any public building or other public work or public improvement of any contracting body is awarded to any contractor, he shall furnish to the contracting body the following bonds which become binding upon the award of the contract to the contractor (All Bonding Companies must have an "A" rating or better with Moody's or A.M. Best Company, and be included on the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bond and as Acceptable Reinsuring Companies" as published in circular 570 (as amended) by the audit staff, Bureau of Accounts, U.S. Treasury Department. (In other words, the company is T-listed.)):

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

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

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

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

28. Indemnification:

To the fullest extent permitted by law, upon award, Contractor shall hold harmless, indemnify, defend and protect City, its affiliates, officers, agents, employees, volunteers, successors and assigns ("Indemnified Parties"), and each of them from and against any and all claims, demands, causes of action, damages, costs,

General Conditions



expenses, actual attorney's fees, losses or liabilities, in law or in equity, of every kind and nature whatsoever ("Claims") arising out of or related to any act or omission of Contractor, its employees, agents, representatives, or Subcontractors in any way related to the performance of work under this Agreement by Contractor, or to work performed by others under the direction or supervision of Contractor, including but not limited to:

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

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

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

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

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

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

29. Insurance:

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

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

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

General Conditions



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

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

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

Commercial General Liability

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

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

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

General Conditions



Minimum Limits of Insurance

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

\$2,000,000 General Aggregate Limit

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

\$10,000 Medical Expense Limit

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

Coverage Form

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

Additional Insured

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

Primary and Non-Contributory

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

Waiver of Subrogation

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

Endorsements

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

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

General Conditions



Electronic Data Liability

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

Railroad Protective Liability

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

Business Automobile Liability

Minimum Limits of Insurance

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

Coverage Form

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

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

Additional Insured

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

Endorsements

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

Waiver of Subrogation.

General Conditions



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

Workers’ Compensation and Employer’s Liability

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

It is further understood and agreed by and between City and Contractor that Contractor shall procure, pay for and maintain the above-mentioned coverage at Contractor's sole cost and expense. Should Contractor be self-funded for workers’ compensation and employer’s liability insurance, Contractor shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

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

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

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

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

Minimum Limits of Insurance

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

Coverage Form

General Conditions



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

OTHER INSURANCE COVERAGES (IF APPLICABLE)

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

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

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

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

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

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

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

ALL COVERAGES

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

DEDUCTIBLES AND RETENTIONS

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

General Conditions



the term of this Contract or during the term of any policy must be approved by City's Contracts and Purchasing Manager prior to the change taking effect. Contractor is responsible for any losses within deductibles or self-insured retentions.

OTHER INSURANCE PROVISIONS

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

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

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

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

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

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

General Conditions



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

SUBCONTRACTORS

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

MISCELLANEOUS CONDITIONS

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

30. Safety Program:

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

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

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

General Conditions



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

31. Award of Contract:

- (a) Bids/Proposals will be analyzed and award will be made to the lowest, responsive and responsible bidder whose bid conforms to the solicitation and whose bid is considered to be most advantageous to the City, price and other factors considered. Factors to be considered may include, but are not limited to: bidder's past performance, total unit cost, economic cost analysis, life cycle costs, warranty and quality, maintenance cost, durability, the operational requirements of the City and any other factors which will result in the optimum economic benefit to the City.
- (b) The City reserves the right to reject any item or items, to waive informalities, technical defects and minor irregularities in bids/proposals received; and to select the bid(s) or proposal(s) deemed most advantageous to the City. Should the City elect to waive a right it will not constitute an automatic waiver of that right in the future nor will it impact any other right or remedy. The City may consider bids/proposals submitted on an "all or nothing" basis if the bid/proposal is clearly designated as such.
- (c) The City reserves the right to award one or more contracts on the bids/proposals submitted, either by award of all items to one bidder or by award of separate items or groups of items to various bidders as the interests of the City may require, unless the bidder clearly specifies otherwise in his bid.
- (d) Upon acceptance by the City of Sparks, the solicitation, bid, proposal, or price quotation and issuance of a purchase order issued to the successful bidder shall be deemed to result in a binding contract incorporating those terms and these General Conditions without further action required by either party. Items are to be furnished as described in the bid and in strict conformity with all instructions, conditions, specifications, and provisions in the complete contract, as defined by this clause or any related integrated agreement.

32. Request for Proposal (RFP) Submittals:

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

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

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

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

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

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

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

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

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

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

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

34. Tie Bids:

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

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



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

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

- (a) A notice of protest must include a written statement setting forth with specificity the reasons the person filing the notice believes the applicable provisions of law were violated.
- (b) A person filing a notice of protest may be required by the governing body or its authorized representative, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this State or submit other security, in a form approved by the governing body or its authorized representative, to the governing body or its authorized representative who shall hold the bond or other security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:
 - (1) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or
 - (2) Two hundred fifty thousand dollars (\$250,000).
- (c) A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the governing body or its authorized representative on the protest.
- (d) A person who submits an unsuccessful bid may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.
- (e) A governing body or its authorized representative is not liable for any costs, expenses, attorney’s fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.
- (f) If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

36. Documentation:

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

37. Discounts:

- (a) Prompt payment discounts will not be considered in evaluating bids for award. However, offered discounts will be taken if payment is made within the discount period, even though not considered in the evaluation of bids.
- (b) In connection with any discount offered, time will be computed from date of delivery and acceptance, or invoice receipt, whichever is later. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the City check.

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(c) Any discount offered other than for prompt payment should be included in the net price quoted and not included in separate terms. In the event this is not done, the City reserves the right to accept the discount offered and adjust prices accordingly on the Purchase Order.

38. Seller's Invoice:

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

39. Inspection and Acceptance:

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

40. Lost and Damaged Shipments:

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

41. Late Shipments:

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

42. Document Ownership:

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

43. Advertisements, Product Endorsements:

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

44. Vendor Workplace Policies

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

The City of Sparks is an Affirmative Action/Equal Opportunity Employer. Bidders shall be cognizant of the requirements for compliance with Executive Order 11246, entitled "Equal Employment Opportunity" as

General Conditions



amended by Executive Order 11375 and as supplemented in regulations of the U.S. Department of Labor (41 CFR part 60).

45. Business License Requirement:

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

46. City Provisions to Prevail:

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

47. Invalid Provisions:

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

48. Amendments and Modifications:

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

49. Assignment:

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

50. Disputes After Award:

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

51. Arbitration after Award:

Any and all disputes, controversies or claims arising under or in connection with the contract resulting from this bid, including without limitation, fraud in the inducement of this Contract, or the general validity or

General Conditions



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.

55. Termination:

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

56. Venue:

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



Special Conditions and Specifications (Specific to Project)

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

**SPECIAL PROVISIONS
FOR
Bid # 24/25-002, PWP-WA-2024-520
Golden Eagle Regional Park Fields 10, 13, 14 Outfields Synthetic Turf Replacement**

These Special Provisions supplement and modify the 2018 International Building Code, 2018 Uniform Mechanical Code, 2018 Uniform Plumbing Code, 2017 National Electrical Code, 2018 International Fire Code (Vol 1), "Standard Specifications for Public Works Construction" (Orange Book), Latest Edition, adopted by the City of Sparks, Nevada. All of the requirements and provisions of said codes and specifications shall apply except where modified by the City General Conditions, contract forms, plans, technical specifications and these Special Provisions (all contained within this bid document). **Orange Book Section 100.12 Contract-The last paragraph "The Bidder to whom award is made, shall not subcontract more than 50 percent of the total cost of the project", does not apply to the project.**

SECTION 1: SCOPE OF WORK

Workscope: Removal and replacement of Golden Eagle Regional Park Fields 10, 13, 14 Outfields Synthetic Turf. Includes removal and disposal of the existing synthetic turf and infill, drainage modifications, base preparation, nailer board replacement, installation of new synthetic turf system and all appurtenant work necessary to complete the project as stated in the bid specifications and plans for this project.

SECTION 2: SPECIAL PROVISIONS

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

SECTION 3: STANDARD SPECIFICATIONS AND DETAILS

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

SECTION 4: NOTICE TO PROCEED

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

SECTION 5: WORKING DAYS

The work to be performed under this contract shall be commenced after all executed Contract Documents have been submitted, within five (5) calendar days of the commencement date set forth in the Notice to Proceed. The work, including any and all alternates and options, **shall be completed 75 calendar days** after the commencement date set forth in the Notice to Proceed.

SECTION 6: LIQUIDATED DAMAGES

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

SECTION 7: EXCUSABLE DELAYS

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

SECTION 8: INTENT OF THE PLANS AND SPECIFICATIONS

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

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

SECTION 9: AUTHORITY OF THE PROJECT MANAGER AND INSPECTOR

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

The City shall provide an inspector who will represent the City and the Engineer and shall make inspections of all work, sample and test materials and do such other work relative to supervision of

the project as he may be assigned by the City. All instructions given by the inspector are subject to approval by the Engineer.

SECTION 10: CHANGE ORDERS

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

SECTION 11: COOPERATION WITH OTHER CONTRACTORS

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

SECTION 12: DISPOSAL OF EXCESS AND WASTE MATERIALS

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

SECTION 13: LIMITS OF CONTRACTOR'S OPERATIONS

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

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

SECTION 14: PROTECTION OF EXISTING UTILITIES

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

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

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

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

SECTION 15: CONTRACT AMOUNT

The total amount payable under this contract shall be determined by the sum of the amounts earned and the various quantities of repairs actually made and determined from unit prices as furnished by the CONTRACTOR in the schedule of prices contained in his proposal. The various quantities of repairs in the bid proposal are estimates and the City of Sparks reserves the right to vary quantities as may be necessary.

SECTION 16: PRECONSTRUCTION CONFERENCE

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

SECTION 17: MEASUREMENT FOR PAYMENT

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

SECTION 18: PRE/POST-CONSTRUCTION WALK-THRU

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

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

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

The CONTRACTOR shall not perform any contract work on Sunday, legal Holidays and outside of the twelve (12) hours available during a regular working day except as directed and/or approved by the city

Engineer and as specified herein. The CONTRACTOR shall not commence Construction operations before seven o'clock (7:00 A.M. Pacific Time) each working day except as directed by the City Engineer and as specified herein.

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

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

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

January 1	New Year's Day
3 rd Monday in January	Martin Luther King, Jr. Birthday
3 rd Monday in February	President's Day
Last Monday in May	Memorial Day
June 19 th	Juneteenth
July 4	Independence Day
1 st Monday in September	Labor Day
Last Friday in October	Nevada Day
November 11	Veteran's Day
4 th Thursday in November	Thanksgiving Day
4 th Friday in November	Family Day (day after Thanksgiving)
December 25	Christmas Day

SECTION 20: MATERIAL SUBMITTALS

Submittals for the following items shall be provided at or before the time of the preconstruction meeting and shall have been performed within the previous 12 months. Two (2) copies of each submittal should be submitted. Other product submittals shall be submitted per the technical specifications.

- Aggregate Base
- Synthetic Turf
- Pedestrian Traffic Control Plan

SECTION 21: TRAFFIC CONTROL PLANS

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

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

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

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

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

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

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

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

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

In case of damage to detours due to storms or other causes, the CONTRACTOR shall at once repair the damage, provide other detours or provide for carrying traffic through construction operations. Water shall

be applied at points and in amounts as directed by the Project Coordinator, to keep the roadbed firm, smooth, stable and to reduce the dust hazard to a minimum.

Construction Zone Signs shall be placed on all cross streets where traffic is to be maintained. They shall be placed a sufficient distance from the construction to give motorist's adequate warning of the construction. None of the provisions herein shall be construed to restrict or prohibit, at any time, the prosecution of items of work, which will not interfere with the use of existing streets.

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

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

SECTION 22: CLEANUP AND DUST CONTROL

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

All construction procedures shall conform to WCDHD-AQMD standards.

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

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

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

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

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

SECTION 23: FORCE ACCOUNT

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

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

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

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

SECTION 24: RECORD DOCUMENTS

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

SECTION 25: PROJECT SUPERVISION

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

also act as the supervision of the crews however the superintendent must remain on the job at all times during working hours.

SECTION 26: QUESTIONS/REQUEST DURING BID PROCESS

Bidders must submit any questions or request for consideration to the City of Sparks, attention Mr. Brandon Miles, no later than **4 pm PST on Monday September 16, 2024**. Questions may be submitted electronically, but responses will NOT be provided to items received after the deadline. Questions shall be submitted to: bmiles@cityofsparks.us

**GOLDEN EAGLE REGIONAL PARK FIELDS #10, #13, & #14
OUTFIELD SYNTHETIC TURF RESURFACING
CITY OF SPARKS PWP-WA-2024-520 Bid/Contract#: 24/25-002**

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**GOLDEN EAGLE REGIONAL PARK FIELDS #10, #13, & #14
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CITY OF SPARKS**

SECTION 02 41 13 DEMOLITION

PART 1 – GENERAL

1.1 SCOPE OF WORK

- A. The scope of this section includes but not limited to labor, materials, equipment, transportation, and services necessary to complete demolition a work shown explicitly on construction drawings, or additional demolition as necessary to complete the project.

1.2 RELATED SECTIONS

- A. 31 22 00 Athletic Field Site Preparation And Grading
- B. 32 18 13 Synthetic Turf

1.3 CODES AND STANDARDS

- A. All work shall be performed in accordance with the latest edition of the following codes and standards:
 - 1. American Society for Testing and Materials (ASTM)
 - 2. Occupational Safety and Health Standards (OSHA)
 - 3. Standard Specifications for Public Works Construction, Sponsored and Distributed by Regional Transportation Commission of Washoe County, Washoe County, City of Sparks, City of Reno, Carson City, City of Yerington (Orange Book)

1.4 PROJECT CONDITIONS

- A. The Contractor shall verify existing site conditions before starting work.
- B. The Contractor shall submit a letter to the owner stating the location of disposal site(s) for all demolished material and certifying that he has obtained the owner's permission for the disposal of demolished materials prior to commencement of the work.
- C. The Contractor shall coordinate work to maintain utilities and applicable on-site facilities.
- D. The Contractor is responsible for the cost of material export and disposal.
- E. Equipment and materials designated as salvage are to be removed by Contractor and turned over to Owner. The Contractor shall coordinate storage and transportation of salvaged materials with the Owner prior to construction.
- F. The Contractor is responsible for obtaining any necessary permits for demolition work.
- G. The Contractor is responsible for all temporary security fencing, gates, and locks. The Contractor is to coordinate access to site with the Owner prior to construction.
- H. The Contractor is responsible for all temporary security access roads or ramps. The Contractor is responsible for removing temporary roads or ramps prior to project completion. The Contractor is responsible for temporary planking or other surface coverings required to protect existing site conditions to remain.
- I. The Contractor shall protect existing structures and facilities to remain.

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- J. The Contractor shall not interfere with use of adjacent buildings or block access to facilities to remain open during grading operations.
- K. The Contractor shall maintain free and safe passage to and from adjacent buildings and maintenance areas outside the project limits.
- L. The Contractor shall prevent movement or settlement of walls and structures to remain, provide bracing or shoring, be responsible for safety and support of structures and assume liability for building movement, settlement, damage, or injury.
- M. The Contractor shall cease operations and notify owner immediately if safety of structures appears to be endangered, take precautions to properly support structures, and resume operations only after safety is restored.
- N. The Contractor shall provide, and maintain barricades, lighting, and guardrails required by applicable regulatory advisory to protect passersby, workers and building occupants.
- O. The Contractor shall provide all necessary shoring and safety means and methods required for stabilizing trenches and excavations to the depths indicated on the plans per OSHA requirements.
- P. The Contractor shall provide and install necessary erosion control items such as silt fencing, hay bales, sediment roles, stabilized construction entrances, inlet sediment traps, etc. as required.
- Q. The Contractor shall provide dust control in conformance with all environmental regulations.
- R. The Contractor shall provide necessary clean and potable water for construction activities, moisture conditioning and compaction. The Contractor shall prevent movement or settlement of walls and structures, provide bracing or shoring, be responsible for safety and support of structures and assume liability for building movement, settlement, damage, or injury.
- S. The Contractor shall provide and maintain, at all times during construction, the means and devises to promptly remove and properly dispose of water from any source entering low points, trenches, or other excavations at no additional cost to the Owner.
- T. Contractor shall, prior to commencement of work, submit a letter to owner stating locations of disposal sites for demolished materials, and certifying that they have obtained permission from the disposal site to accept the material.
- U. Contractor shall, prior to commencement of work, submit photos and videos of work area to the owner accurately depicting all existing conditions of the site.
- V. Contractor shall, prior to commencement of work, prepare a pedestrian traffic control plan for routing of existing public access paths and trails in the park. Contractor shall coordinate with City of Sparks Parks Development Coordinator for final approval and implementation of pedestrian traffic control plan.

**GOLDEN EAGLE REGIONAL PARK FIELDS #10, #13, & #14
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1.5 SUBMITTALS

- A. The following information shall be submitted prior to proceeding with demolition or as required per this section
 - 1. Demolition procedures, items to salvage and operational sequence shall be submitted for review and acceptance by owner.
 - 2. Material export plans, routes and disposal sites are to be submitted as required by Local, County or State requirements.
 - 3. Photos and video of work area accurately depicting all existing conditions. Additional photos and video may be required to satisfaction of the owners' representatives.
 - 4. Pedestrian traffic control plan showing signage, barricades, fence locations, and notices to route pedestrian traffic in public use paths and trails around Field #9, area of work, and access into site. Contractor shall coordinate with City of Sparks Parks Development Coordinator for final approval and implementation of pedestrian traffic control plan.

1.6 CONTRACTOR QUALIFICATIONS

- A. Contractor shall have experience with demolition and construction of facilities and of similar size and scope.
- B. Contractor shall be licensed and certified as required for all protections, demolition, disposal and remediation identified in the plans or as required to complete the work.

PART 2 – PRODUCTS – NOT USED

PART 3 – EXECUTION

3.1 PROTECTION

- A. The Contractor shall verify existing conditions before starting work.
- B. The Contractor shall protect existing structures.
 - 1. The Contractor shall not interfere with use of adjacent buildings
 - 2. The Contractor shall maintain free and safe passage to and from adjacent buildings and maintenance areas.
 - 3. The Contractor shall prevent movement or settlement of structures, provide bracing or shoring, be responsible for safety and support of structures and assume liability for building movement, settlement, damage, or injury.
 - 4. The Contractor shall cease operations and notify owner immediately if safety of structures appears to be endangered, take precautions to properly support structures and resume operations only after safety is restored.
 - 5. The Contractor shall provide and maintain barricades, lighting, and guardrails required by applicable regulatory advisory to protect passersby, workers and building occupants.

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- C. Protect trees, shrubs, other vegetative growth and fencing which are not designated for removal.
- D. The Contractor shall protect existing services and utilities.
 - 1. The Contractor shall follow procedures outlined by Local, County, State and Federal regulations for utility disconnects and interruptions.
 - 2. The Contractor shall follow procedures outlined by general conditions specification and drawings for utility disconnects and interruptions if provided.
 - 3. The Contractor shall place markers to indicate location of disconnected services and identify service lines and capping locations on project record documents.
 - 4. Removal or capping of existing utilities shall be coordinated with the Owner.
- E. The Contractor shall use a utility location service. Any utilities shown on plans are for reference only and dimensional accuracy is not guaranteed

3.2 DEMOLITION

- A. Contractor shall be responsible for determining the method or methods used to accomplish the removals and excavations indicated on the plans. Blasting is not an accepted method of demolition.
- B. Contractor shall assume responsibilities to protect existing structures and facilities during the work and shall repair or replace structures or facilities damaged by them or their subcontractors at Contractor's expense.
- C. Contractor shall demolish in an orderly and careful manner items required to accommodate new work, including work required for connection to existing structures. Protect existing foundations and structural members.
- D. When directed to remove existing walks, curbs, gutters, and paving, the Contractor shall saw cut concrete and/or asphaltic pavement to provide a straight line at edges of existing pavement that will remain.
- E. Debris handling
- F. Repair demolition not identified in the plans and specifications, at no cost to owner.
- G. The burning of materials onsite is not permitted.
- H. Owner may identify specific items in addition to plans for the Contractor to salvage and delivered to owner for future use.
- I. Contractor shall provide sufficient watering to abate dust.

3.3 DISPOSAL & HANDLING

- A. Remove excess debris as it accumulates, except as otherwise specified. Do not store or permit debris to accumulate on site.
- B. Materials requiring removal and demolition to be removed completely from site, unless approved otherwise.

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- C. If Contractor encounters unforeseen items during clearing and demolition work, they shall notify the owner prior to removal or demolition.
- D. Excess or unsuitable material, broken asphaltic concrete, broken Portland concrete, pipes, etc., shall be removed and disposed of by Contractor.
- E. All demolished and salvaged materials shall be removed and handled in accordance with local and national requirements and guidelines.
- F. All materials to be disposed of shall be hauled and delivered an approved disposal site.

3.4 MAINTENANCE

- A. Contractor shall maintain a clean and organized site properly storing and securing all tools, equipment, and materials.
- B. Contractor shall protect spoils from erosion by wind and rain.
- C. All required stormwater pollution prevention and temporary construction BMPs shall be inspected daily maintained and in working order throughout the duration of demolition and construction.
- D. Contractor shall inspect and maintain all measures of protection of existing facilities to remain.
- E. Fencing and padding, staking, guying, and shoring shall be inspected daily and adjusted as needed to protect trees, buildings, equipment, structures and surfacing to remain.
- F. Contractor shall maintain water services to irrigation to landscape areas to remain.
- G. Maintain all required safety equipment and facilities in working order and access per Local, State and Federal regulations.

3.5 CLEANING

- A. Remove all tools, equipment and appliances used for demolition from the site upon completion of the work.
- B. Clean the project site adjacent streets and pavements to a broom-clean, stain-free condition each day during demolition and construction.

END OF SECTION

SECTION 31 22 00 GRADING

PART 1 – GENERAL

1.1 SCOPE OF WORK

- A. The scope of this section includes but is not limited to earthwork, grading operations, labor, materials, equipment, and services necessary to install subgrade, finished fill tolerances and associated work.

1.2 RELATED SECTIONS

- A. 02 41 13 Demolition
- B. 31 23 33 Trenching & Backfill
- C. 32 18 13 Synthetic Turf
- D. 33 40 00 Storm Drainage Utilities

1.3 CODES AND STANDARDS

- A. All work shall be performed in accordance with the latest edition of the following codes and standards unless otherwise documented by the construction documents.
 - 1. American Society for Testing and Materials (ASTM)
 - 2. Occupational Safety and Health Standards (OSHA)
 - 3. Standard Specifications for Public Works Construction, Washoe County (Orange Book).

1.4 DEFINITIONS

- A. "Subgrade" as used herein, refers to:
 - 1. The native material underneath a constructed surface such as sidewalk, roadway, or field.
- B. "Finished Grade" as used herein, refers to:
 - 1. Top of synthetic turf infill.
 - 2. Top of landscape grade.
- C. "Finished Surface" as used herein, refers to:
 - 1. Top of curb or finished grade of hardscape (asphalt, concrete, pavers etc.), of which another surface will not be placed.

1.5 PROJECT CONDITIONS

- A. The Contractor shall verify existing conditions before starting work.
- B. The Contractor shall be responsible for obtaining a Notice of Intent (NOI) and Notice of Termination (NOT) and maintain all observations, reporting and other requirements associated with these permits. This includes but is not limited to installing and maintaining necessary erosion control items such as silt fencing, hay bales, sediment roles, stabilized construction entrances, inlet sediment traps, etc.
- C. The Contractor shall provide dust control in conformance with all environmental regulations.

- D. Contractor shall, prior to commencement of work, submit a letter to Owner stating locations of disposal sites for excess materials, and certifying that they have obtained property Owner's permission for disposal of surplus materials.
- E. The Contractor shall protect existing structures and facilities which are to remain.
- F. The Contractor shall not interfere with use of adjacent buildings or block access to facilities to remain open during grading operations.
- G. The Contractor shall maintain free and safe passage to and from adjacent buildings and maintenance areas outside the project limits.
- H. The Contractor shall prevent movement or settlement of walls and structures, provide bracing or shoring, be responsible for safety and support of structures and assume liability for building movement, settlement, damage, or injury.
- I. The Contractor shall cease operations and notify Owner immediately if safety of structures appears to be endangered, take precautions to properly support structures, and resume operations only after safety is restored.
- J. The Contractor shall provide, and maintain barricades, lighting, and guardrails required by applicable regulatory advisory to protect passersby, workers and building occupants.
- K. The Contractor shall provide all necessary shoring and safety means and methods required for stabilizing trenches and excavations to the depths indicated on the plans per OSHA requirements.
- L. The Contractor shall provide necessary clean and potable water for construction activities, moisture conditioning and compaction.
- M. The Contractor shall provide and maintain, at all times, during construction, the means and devices to promptly remove and properly dispose for water from any source entering low points, trenches, or other excavations at no additional cost to the Owner.
- N. The Contractor shall provide and pay for costs of a licensed surveyor for conformance surveys.

1.6 SUBMITTALS

- A. The following information shall be submitted prior to installation of specified work or as required per this section.
 - 1. Material disposal site information and approval letter
 - 2. Particle size distribution for materials/proctor

1.7 CONTRACTOR QUALIFICATIONS

- A. The Contractor shall be experienced in the grading scope and tolerances of synthetic turf fields as required by this project.
- B. The Contractor shall be trained and use specialized laser grading equipment, as required, for this project.

1.8 QUALITY ASSURANCE

- A. An approved independent testing laboratory shall test soils and compaction for conformance with the plans and specifications. Tests shall be submitted to Engineer for

review. Contractor shall schedule soils testing a minimum of 72 hours before testing date or as required by the independent testing laboratory.

- B. Quantities shown on grading plans and sections are for Contractor's convenience and not guaranteed. Grading shall be done in conformance with elevations shown on plans and in accordance with specifications. Discrepancies between such mentioned quantities and/or sections, and requirements of grading plans and/or specifications, will not entitle Contractor to additional remuneration.

PART 2 – MATERIALS

2.1 EXCESS OR UNSUITABLE MATERIAL

- A. Excess or unsuitable material, broken asphaltic concrete, broken Portland cement concrete, pipes, etc., shall be removed and disposed of by the Contractor. Materials shall be disposed of at an approved disposal site. Contractor shall, prior to commencement of work, submit a letter to Owner stating locations of disposal sites for excess materials, and certifying that they have obtained property Owner's permission for disposal of surplus materials.

2.2 FILL MATERIALS

- A. Fill materials for subgrade, whether from sources on or off site, shall be approved by the Geotechnical Engineer as suitable for intended use, and specifically for required location or purpose. Purchase and delivery of import materials, as required, will be the responsibility of the Contractor.
- B. Trench spoils may be used for fill only when specifically accepted by Geotechnical Engineer and only when cut / fill requirements allow. The Contractor is responsible for spoils export as needed.
- C. Fill shall exhibit uniform densities and shall be consistent and not differ in gradation or material makeup from adjacent or underlying fill material.

2.3 TOPSOIL

- A. Topsoil material collected on site shall be excavated from the top 6-inches of existing planting area and grass lawns. Prior to excavation of and processing, the top inch of sod lawn shall be stripped and disposed. Material shall be free of roots, rocks larger than 2-inches, subsoil, debris, weeds, mats of grass and other deleterious material.

PART 3 – EXECUTION

3.1 GRADE STAKES AND LINES

- A. Grading, including subgrade and finished grade of synthetic turf, shall be controlled by such intermediate grade stakes and lines as may be necessary to obtain slopes and levels required by finished grade elevations shown on plans. Compacted subgrades and finished grade surfaces shall parallel and conform to control planes established by grade stakes and lines.

3.2 DISPOSAL OF EXCESS OR UNSUITABLE MATERIAL

- A. Excess or unsuitable material, rubble, large rocks, broken asphaltic concrete, broken concrete, pipes, etc., shall be removed and disposed of at an approved disposal site by the Contractor at no additional cost to the Owner.

3.3 EXCAVATION

- A. Excavate areas shown on plans or as specified herein, which may include cutting for paving area and construction subgrades, pipeline trenches, and turf areas.
- B. Excavation shall be kept free from ponding water until compacted fills and structures are complete and safe from uplift and horizontal water pressure and the backfill has been placed. De-watering equipment shall be adequate to protect against flotation.
- C. Excavated material not necessary to, or suitable for, fill construction, shall be removed from site.
- D. All excavations for retentions basins, detention basins, and other basins which require volume storage, shall meet the minimum volume requirements as specified in the construction documents.

3.4 FINISHED GRADE

- A. The tolerances for each grading operation are outlined below, this includes finished surfaces and finished grades after all materials have been placed and/or installed.
- B. Finished subgrades and finished landscape and planter grades shall not vary more than 1/2" from design grades.
- C. Regardless of tolerances, the Contractor is responsible to provide smooth transitions where necessary to provide smooth even traffic ways and routes of travel unless otherwise specified in the construction documents.
- D. Surfaces shall be finished to uniform grades and slopes per drawings, and in such a manner as to drain properly and be free of depressions, which may cause areas of standing water.
- E. Unless otherwise indicated, provide uniform slopes with smooth, even transitions between points for which finished grades are indicated. As well as, between finished grades and existing grades at the limit of grading.
- F. Round-off all tops of slopes and feather all toes of slopes.
- G. At completion of grading operations, the site shall be left in a clean and finished condition conforming to the drawings.
- H. All playing field crowns shall be radiused to provide a smooth transition along, and over the crown. Ridges and/or abrupt transitions are not permitted.

3.5 MAINTENANCE

- A. Maintain all slopes, gradients and landforms established during grading operations for the duration of construction.
- B. Inspect and adjust as necessary all BMPs and erosion control measures daily to prevent soil raveling, blowing dust and erosion.

END OF SECTION

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SECTION 31 23 33 TRENCHING & BACKFILL

PART 1 – GENERAL

1.1 SCOPE OF WORK

- A. Furnish all labor, materials, equipment, and tools necessary for the complete installation of all excavations, trenching, backfill and associated compaction.
- B. Excavation for appurtenant structures, such as manholes, inlets, transition structures, junctions, structures, vaults, valve boxes, catch basins, etc., shall be deemed to be in this category.
- C. Trenching and backfilling and related work as shown on the project drawings and specified herein shall include but not be limited to the following:
 - 1. Stormwater Drain Lines

1.2 RELATED SECTIONS

- A. 02 41 13 Demolition
- B. 31 22 00 Grading
- C. 32 18 13 Synthetic Turf
- D. 33 40 00 Storm Drainage Utilities

1.3 CODES AND STANDARDS

- A. All work shall be performed in accordance with the latest edition of the following codes and standards:
 - 1. American Society for Testing and Materials (ASTM)
 - 2. Occupational Safety and Health Standards (OSHA)
 - 3. Standard Specifications for Public Works Construction, Sponsored and Distributed by Regional Transportation Commission of Washoe County, Washoe County, City of Sparks, City of Reno, Carson City, City of Yerington (Orange Book)

1.4 DEFINITIONS

- A. The measure of “firm and unyielding” is as follows: When using reasonable and industry-standard equipment, the finished backfill surface will not deflect or displace more than 1/8”.

1.5 PROJECT CONDITIONS

- A. The Contractor shall contact Underground Services Alert (U.S.A.) 811 and mark the limits of construction per their requirements prior to construction.
- B. The Contractor shall pothole existing utilities prior to trenching or excavation to field verify locations, determine depth of existing utilities, and identify potential conflicts or obstructions.
- C. The Contractor shall be responsible for all trench safety complying with Standard Specifications, OSHA and all agencies having jurisdiction.

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- D. The Contractor is responsible for shipping to the site and handling and storing materials in a manner that does not segregate, contaminate, or alter the material from its original manufactured state.
- E. The Contractor is responsible for maintaining waterproofing, drainage, irrigation, utilities or any other system below the field during trenching and earthwork activities.
- F. The Contractor shall provide necessary clean and potable water for construction activities, moisture conditioning and compaction. The Contractor must prevent movement or settlement of walls and structures, provide bracing or shoring, be responsible for safety and support of structures and assume liability for building movement, settlement, damage, or injury.
- G. The Contractor must cease operations and notify Owner immediately if safety of structures appears to be endangered, take precautions to properly support structures, and resume operations only after safety is restored.
- H. The Contractor must provide, and maintain barricades, lighting, and guardrails required by applicable regulatory advisory to protect passersby, workers and building occupants.
- I. No trenching or excavation shall occur when excessively wet conditions exist as determined by the Engineer.
- J. The Contractor to provide dewatering and surface water control systems to permit work to be completed.
- K. No jetting shall be allowed.
- L. The Contractor shall provide dust control in conformance with all environmental regulations.
- M. The Contractor shall relocate, reconstruct, or repair surface and subsurface to condition to equal or better than the preconstruction conditions. Repairs shall include all surface or subsurface disturbances which are in the line of construction, or which may be damaged or disturbed by trenching activities.
- N. All materials shall be installed per Geotechnical recommendations. Contact Engineer when recommendations conflict with plans or specifications.

1.6 SUBMITTALS

- A. The Contractor shall submit in a PDF digital file material data or product cut sheets within 15 days from notice to proceed for the following:
 - 1. Pipe Bedding & Select Backfill
 - 2. Crushed Drain Stone Backfill
- B. The Contractor shall submit proposed quarry or supplier, source location and certification that the supplier can deliver the total quantity of material needed to complete the project within the constraints of the project schedule.
- C. A mockup of the crushed drain stone backfill shall be performed prior to trenching. The mockup shall consist of a minimum 4' x 4' x 4' trench, Contractor should plate compact

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all lifts, including the final lift, so that the trench backfill is stable and the surface is firm and unyielding.

D. Test results for Crushed Drain Stone.

1.7 QUALITY ASSURANCE

A. Work shall be observed by the Engineer and all testing shall be performed by the Geotechnical Engineer.

B. Testing methods for compaction may be adjusted to comply with the various types of materials specified, any adjustments require the Engineer's approval.

1. ASTM D-698 Compaction Testing

C. An approved independent testing laboratory shall test soils and compaction for conformance with the plans and specifications. Tests shall be submitted to Engineer for approval.

D. Testing Protocol for Crushed Drain Stone

1. The Contractor must submit results for all tests listed. The Contractor must use an Owner approved third party testing laboratory to perform all material testing. The testing agent must be qualified to perform all of the following testing protocols:

a. ASTM C136 or CT 202 – Sieve Analysis of Fine and Coarse Stones

b. ASTM D854 – Specific Gravity of Soils

c. ASTM D2216 – Laboratory Determination of Water (Moisture) Content of Soil and Rock

d. ASTM D2434 – Saturated Hydraulic Conductivity (KSAT) or Constant Head Permeability

e. CT 301 – Resistance (R-Value)

f. CT 229 – Durability Index

g. ASTM D6928-17 – Test Method for Resistance of Course Aggregate to Degradation by Abrasion

2. The Contractor must submit all test results for review and acceptance a minimum of 45 days prior to shipping and installation. Neither the Owner nor the Engineer are responsible for delays or costs incurred by shipping or installation of untested or rejected materials.

3. All crushed drain stone must be sourced from a single supplier and a single location. Use of multiple crushed drain stone sources is not accepted.

4. During construction, the crushed drain stone must be tested every 1000 tons by the approved testing laboratory for quality control or QC. After initial testing and source selection only sieve analysis (gradation testing) and infiltration rate testing is required for quality control (QC) testing.

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- 5. If irregularity of materials is noted during installation and the specifications are not satisfied, then the Contractor shall remove and replace, or amend the materials. All costs shall be bore solely by the Contractor.

1.8 WARRANTY

- A. Contractor is responsible for remediating any trench settlement for the duration of the warranty of the project, synthetic turf field, or a minimum of one year, whichever is longer.

PART 2 – PRODUCTS

2.1 NATIVE SOIL BACKFILL

- A. Native Soil backfill shall be soil material excavated from the project site and processed as needed to be free of trash, debris, deleterious materials, stones larger than 3”, sticks and organics.
- B. Use of native backfill must be approved by the geotechnical Engineer.

2.2 BEDDING & SELECT BACKFILL

- A. Bedding / Select Backfill for solid pipes shall be washed concrete sand which provides a stable, consolidated base. See requirements below:

Sieve sizes	Percentage passing
No. 4	90–100
No. 200	0–5

2.3 CRUSHED DRAIN STONE BACKFILL

- A. The bedding and backfill for the perimeter storm drain trench shall be a fully fractured, free draining ¾” drain stone with no material passing the 1/4” sieve; an equivalent #57 or #67 stone may be used. The stone shall be fully fractured and have no smooth or rounded edges, faces or parts.
- B. The material shall be placed in lifts not exceeding 8” in thickness and compacted using a plate compactor until a firm, stable, unyielding surface underfoot is achieved. If a firm, stable surface is not achieved the Contractor may incorporate a washed, crushed gravel into the upper 1” – 2” of the crushed drain stone to achieve stability. The gravel may range in diameter from 1/4” – 3/8” and the Contractor shall install at their own expense. The gravel must be incorporated into the existing stone and cannot overlay the crushed drain stone.

2.4 CONTROLLED LOW STRENGTH MATERIAL (CLSM / SLURRY)

- A. Contractor shall only use slurry with Engineer approval.
- B. The Contractor shall submit, to the Engineer, a mix design, including the proportions and source of materials, admixtures, and dry cubic yard batch weights. The mix shall contain a minimum of 50 pounds of cement and 250 pounds fly ash per cubic yard, with the remainder of the volume composed of sand, water, and any approved admixtures.
- C. CLSM shall be designed to achieve a 28-day compressive strength of 100 to 200 psi when tested in accordance with ASTM D4832. There should be no significant strength

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gain after 28 days. Test specimens shall be made in accordance with ASTM D4832.

PART 3 – EXECUTION

3.1 MOCKUP

- A. A mockup of the crushed drain stone trench backfill shall be performed prior to trenching.
- B. Contractor shall schedule review of the mockup, with the Engineer, a minimum of 5 business days prior.

3.2 PREPARATION

- A. Coordinate all underground locating and perform all potholing and/or video inspection necessary to locate existing utilities prior to trenching or excavations. Identify all previously undocumented utilities on plan sheets and submit to the Owner. Utilities that remain shall be included in as-builts to be provided by the Contractor.
- B. Trenching in Existing Asphalt Pavement:
 - 1. Sawcut asphalt paving with clean straight edges at least 6-inches wider than the trench on each side.
 - 2. Where asphalt meets concrete or where curb and gutter are to be replaced, cutback asphalt at least 24-inches and replace.
- C. Trenching in Concrete Pavement:
 - 1. Sawcut concrete with clean straight edges a minimum of 2-inches below the surface prior to being broken out.
 - 2. Remove sections no smaller than 30-inches in length. Remove sections to the nearest construction joint, control joint or edge where joints or edges are within 12-inches of the saw cut.
- D. Excavated material for backfill shall be laid alongside the trench unless otherwise stockpiled per the site control plan. Excavated material shall be kept trimmed and protected from erosion.
- E. Remove all material and legally dispose of all excavated material not required for backfill or that is not of value to the Owner.
- F. Prior to bedding and installing utilities, trench bottom shall be firm, stable and dewatered as necessary. The Engineer shall determine the suitability of the trench bottom and determine the amount of sand, gravel, crushed aggregate, or slurry mix to stabilize the trench foundation if required.
- G. Excavate to lines, grades, and dimensions shown and as necessary to accomplish Work.
- H. Excavate to within tolerance of plus or minus 0.1 foot, except where dimensions or grades as shown or specified as maximum or minimum. Allow for forms, working space, granular base, topsoil, and similar items, wherever applicable.
- I. Trench bottoms shall be compacted to 95% relative compaction per ASTM D1557.

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- J. Do not over excavate without written authorization of Engineer or approval from Geotechnical Report.
 - K. If rock is encountered in the trench bottom, rock shall be over excavated no less than 6 inches below the exterior bottom of the pipe. The over excavation shall be backfilled with ABC material compacted to a uniform density of not less than 95%.
 - L. Water jetting is prohibited in all trench work.
- 3.3 DELIVERY, STORAGE AND HANDLING
- A. All material shall be shipped using clean trucks. Loads will be rejected if there is any foreign material.
 - B. All materials shall be moisture conditioned to eliminate settlement during trucking or shipping to site.
- 3.4 SAND BEDDING
- A. Prior to placing bedding material, the Owner or Engineer must inspect the trench and confirm the utilities/pipe conform to the plans and specifications.
 - B. Install bedding material in 4-inch maximum lifts to depths and dimensions per plans. Bedding material shall completely encase utilities/pipe and fill all voids around pipe and in the trench.
 - C. Compact all bedding to 95% ASTM D1557.
 - D. Where trenches with sand bedding enter building pads, the trench shall be backfilled with an impermeable plug of compacted bentonite or CLSM. Bentonite or CLSM plug to extend a minimum of 2-feet from building foundation within specified trench.
- 3.5 SLURRY
- A. CLSM may be placed by any reasonable means from a mixing unit into the space to be filled.
 - B. Agitation is required during transportation and waiting time.
 - C. Placement shall be performed in such a manner that structures or pipes are not displaced from their desired final position and intrusion of CLSM into undesirable areas is avoided.
 - D. The material shall be brought up uniformly to the fill line shown on the plans or as directed by the Engineer. Each placement of CLSM shall be as continuous an operation as possible.
 - E. If CLSM is placed in more than one layer, the base layer shall be free of surface water and loose of foreign material prior to placement of the next layer.
 - F. If CLSM is placed over several days for the same trench, 24 hours of cure time should be given before a new layer is placed on the previously cured CLSM layer.
- 3.6 TRENCH BACKFILL
- A. General
 - 1. Construct backfill in two operations (initial and final).

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2. Do not backfill where the foundation material in trench is already saturated, except as acceptable to the Engineer. Provide a minimum cover as may be specified.
3. If settling occurs in trenches and pits, excavate to a depth necessary to rectify the problem; then backfill and compact as specified herein and restore surface to required elevation.
4. Where trenches cut across paved surfaces and synthetic turf, place backfill in eight-inch (8") maximum loose lifts. Compact backfill to 95 percent of ASTM D-698 maximum density.
5. Compaction of the trench shall be accomplished in such a way that rolling and compacting the completed backfill along with the adjoining subgrade material shall provide the specified density necessary to enable paving of the area immediately after backfilling has been completed.

B. Initial Backfill:

1. Prior to trench backfill, Engineer or inspector shall be notified so that they may review the condition of the trench and installation of pipe.
2. Free-draining sand backfill material shall be used as initial backfill for utilities except perforated storm pipe and irrigation piping, unless otherwise noted. After the pipe has been properly installed and reviewed by Engineer, select backfill material shall be placed on both sides of the pipe and compacted to depth shown on Drawings. Initial backfill material shall be mechanically compacted in layers not exceeding eight inches (8") in un-compacted depth and shall be brought up uniformly on both sides of pipe to avoid bending or distortional stress. Relative compaction of initial backfill material shall be at least 95% relative compaction.

C. Final Backfill:

1. If approved by the Engineer, native backfill material shall be used for final backfill, unless otherwise noted herein.
2. Final backfill compaction shall be accomplished by mechanical means with backfill material placed in layers not exceeding eight inches (8") in loose depth. Each layer shall be thoroughly compacted before the succeeding layers are placed.
3. Final backfill shall be compacted to a relative compaction of 95%.

3.7 TRENCH SURFACING

- A. In landscape areas, the trench shall be restored to its original condition with a clean finished grade and any mulch or topdressing blended with that planter.
- B. All trench surface conditions shall be flush with adjoining grade in a firm, unyielding condition with no visible settling for the life of the facilities.
- C. Crushed drain stone backfill shall be firm and unyielding underfoot and installed to a smooth consistent level with the adjoining surface.

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3.8 WARRANTY

- A. Contractor is responsible for removing and replacing all surfacing and improvements impacted by warranty work. All work to be performed at Contractors' own cost.

END OF SECTION

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SECTION 32 18 13 SYNTHETIC TURF

PART 1 – GENERAL

1.1 SCOPE OF WORK

- A. The Contractor shall provide all labor, materials, equipment, tools and taxes necessary for the complete installation of a new baseball specific infill synthetic turf designed to provide the look, feel, safety, and performance of optimally maintained natural grass. The synthetic turf system(s) shall consist of, but not necessarily be limited to, the following:
1. Synthetic Turf: Low-friction, polyethylene fibers, tufted to a permeable or perforated backing.
 2. A resilient infill system.
 3. Field striping and markings.
 4. Complete installation of the synthetic turf.
 5. Warranty and testing as outlined in this specification.

1.2 RELATED SECTIONS

- A. 02 41 13 Demolition
B. 31 22 00 Grading

1.3 CODES AND STANDARDS

- A. All work shall be performed in accordance with the latest edition of the following codes and standards:
1. American Society for Testing and Materials (ASTM)
 2. Occupational Safety and Health Standards (OSHA)
 3. Synthetic Turf Council (STC)
 4. Standard Specifications for Public Works Construction, Washoe County (Orange Book).
 5. National Federation of State High School Association (NFHS)
 6. National Collegiate Athletic Association (NCAA)
 7. Nevada Interscholastic Activities Association (NIAA).

1.4 DEFINITIONS

- A. Contractor – Registered general building contractor entered into agreement by the Owner as described in the contract documents
- B. Installer – Synthetic turf subcontractor certified by the synthetic turf manufacturer specifically hired by the General Contractor to install synthetic turf and associated materials.

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- C. Synthetic Turf Manufacturer – includes the synthetic turf manufacturer and may also include their installer.
- D. "Finished Grade" as used herein, refers to:
 - 1. Top of synthetic turf infill.
- E. "Finished Surface"
 - 1. Top of curb or finished grade of hardscape (asphalt, concrete, pavers etc.), of which another surface will not be placed.

1.5 PROJECT CONDITIONS

- A. The Contractor shall be responsible for maintaining finish grades in all areas to receive the synthetic turf.
- B. The synthetic turf installer shall be responsible for coordinating their work with the Contractor and Owner.
- C. The field base stone shall not be contaminated with other soil. Any stone contaminated by other soil will be removed and replaced at the Contractor's expense.
- D. The synthetic turf installer shall be responsible to review and accept the base for the synthetic turf prior to installation. If the installer rejects the base then they shall do so formally, in writing, and notify the Owner immediately.
- E. All products, materials and systems shall not infringe on any patents or trademarks.
- F. All products and materials shall be approved for use in the state in which the turf will be installed.
- G. All products and materials shall conform to Owner standards, including lead and heavy metal content.
- H. Sequencing and scheduling
- I. Protection of work
- J. All materials shall be installed per manufacturer recommendations. Contact Engineer where recommendations conflict with plans or specifications.

1.6 SUBMITTALS

- A. The Contractor shall comply with the following:
 - 1. All submittals shall be provided within 15 days from notice to proceed or as deemed necessary by the project schedule.
 - 2. Re-submittals shall reference the previous submittal transmittal number and shall include responses to comments on the previous submittals; responses to comments shall be summarized as well as identifying where in the re-submittal they are addressed.

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- B. The Contractor shall submit the following:
1. The synthetic turf installers resume and relevant project experience
 2. Indicate the following information for the submitted turf product(s):
 - a. Product name and description
 - b. Pile Height ASTM D5823-05A
 - c. Face Weight ASTM D5848-07
 - d. Total Weight ASTM D5848-07
 - e. Fiber Denier ASTM D1907-07
 - f. Grab Tear Strength ASTM D5034-09
 - g. Tuft Bind ASTM D1335-05
 - h. Machine Gauge ASTM D5793-05
 - i. Infiltration Rate BS7044 Method 4
 - j. Flammability ASTM D2859-06
 - k. Fiber manufacturer and product name
 - l. Primary Backing system type and weight
 - m. Secondary backing system type and weight
 - n. Pile height above infill
 - o. Color uniformity
 - p. UV inhibiting protection
 - q. Type and unit weight of infill
 - r. Gradations of infill materials
 3. Results of a recent Lisport Test for the specified product, results to include 100,000 cycles.
 4. Synthetic Turf Warranty (Copy).
- C. The following shall be submitted within 15 business days of Notice to Proceed.
1. Submit a 7½" x 12" minimum sample of the exact synthetic turf and infill system that is specified for this project.
 2. The Contractor shall submit a comprehensive non-infill sample of all turf colors. The swatches shall be a minimum dimension of 7½ " x 12".
 3. Product information for the seaming material which may include thread, glue and seaming tape.
 4. Product information including installation requirements for seam glue and/or thread.

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5. The Contractor shall include complete shop drawings for the installation of the synthetic turf.
 - a. To scale and dimensioned, color drawings of all lines and markings. All colors shall represent exact pantones and/or manufacturer colors.
 - b. Dimensions of all turf extents, lines and markings.
 - c. Enlarged details of line intersections and other markings.
 - d. Turf panel layout and seaming plan.
 - e. Reviewed submittals do not relieve the manufacturer and installer from all applicable governing codes and regulations as it relates to striping and layout.
 6. Operation and Maintenance Manuals. An electronic file of the Operation and Maintenance manual are to be submitted for review. The manuals shall be submitted in PDF format with the Project Name, Manufacturer information, name, address, phone number and contact name, local representative contact information.
 7. The Contractor shall provide a complete material testing certification from an independent laboratory. The testing shall be performed on the exact turf which will be shipped to the project for installation.
- D. Extra materials as outlined in this specification.

1.7 SYNTHETIC TURF INSTALLER QUALIFICATIONS

- A. The synthetic turf Installer shall have a minimum of five (5) years of experience in the installation of synthetic turf.
- B. The installer shall provide an experienced site supervisor and crew. An alternate installation supervisor and crew is to be provided if, for any reason, the Owner is dissatisfied with the installation process.
- C. Local unskilled laborers may be hired only for non-technical work, and in accordance with local labor laws and regulations.
- D. The Contractor shall provide the turf installers resume which shall include the following:
 1. Current contact information for five (5) installations, greater than 50,000 square feet, which were completed within the past five (5) years.
 2. Information for five (5) installations in the state of Nevada or California in the past three (3) years.
 3. A letter which confirms that the installer is certified by the Manufacturer to install the specific synthetic turf product(s).

1.8 QUALITY ASSURANCE

- A. Verification of Quantities:

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1. Quantities shown on plans, sections and details are for the Contractors' convenience only.
2. All synthetic turf installation shall be done in conformance with plans and specifications.
3. Discrepancies between such mentioned quantities and/or sections, and requirements of plans and/or specifications, will not entitle Contractor to additional remuneration.

B. String Lining:

1. The Contractor shall, in the presence of the Owner or the Engineer, perform a string line test on the synthetic turf base prior to synthetic turf installation.
2. The synthetic turf installer shall provide written approval and acceptance of the synthetic turf base prior to installing the synthetic turf.
3. Contractor shall at the completion of the base installation, perform a string line test. Prior to installation of the underlayment or synthetic turf, the synthetic turf installer shall perform their own string line test. Once the installer approves the string line test, in writing, the Owner shall be notified and a final string line test shall be performed in the presence of the Owner or Engineer.

C. Testing

1. All testing shall be performed by a third-party ISO 17025 certified laboratory.
2. The Contractor shall provide Gmax testing per ASTM F1936 upon final completion.
3. The Contractor shall provide the necessary testing data to the Owner that the finished field meets or exceeds the required shock attenuation. G-max shall not be less than 80 or more than 120 at time of project acceptance. The G-max range shall be between 80 and 200 for the life of the warranty, in accordance with ASTM 355. If the results of the Gmax test do not meet the requirements as listed in this specification than the turf manufacturer shall remediate the infill and provide additional Gmax testing at their own expense until the Gmax requirements are met.

1.9 WARRANTY

- A. The turf manufacturer shall provide a warranty to the Owner that covers defects in materials and workmanship of the turf for a minimum period of eight years from the date of final completion. The turf manufacturer shall verify that their onsite representative has inspected the installation and that the work conforms to the manufacturer's requirements.
- B. The manufacturer's warranty shall cover damage caused by general wear and damage caused from UV degradation.
- C. The warranty shall not have any qualifications or exclusions limiting total time of use, sport type specific use, athletic level (professional, recreational) use, or any other intended purpose limits.

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- D. The warranty may only specifically exclude vandalism and acts of God beyond the control of the Owner or the Manufacturer which occur after final acceptance of installation and the start of the warranty period.
- E. The warranty shall cover defects in the installation workmanship, including the integrity of seams, and straightness of lines.
- F. The warranty shall include remediation or replacement of the synthetic turf in its entirety if Gmax exceeds 200 during the duration of the warranty.
- G. All turf warranties shall be non-prorated, shall include all necessary materials, labor, transportation costs, etc. to complete said repairs.
- H. The warranty shall be prepaid and insured by an A rated, third party insurer.
- I. The warranty shall cover defects in the product or installation workmanship that produce any visible wrinkling of the synthetic turf, including any areas identified by the owner during installation and prior to substantial completion.

PART 2 – PRODUCTS

2.1 Substitution Requests

- A. An equivalent (“or equal”) may be offered by the Bidder (prior to the deadline stated in the bid documents), subject to evaluation and acceptance by the City. It is the bidder’s responsibility to provide, at bidder’s expense, samples, test data, and other documentation the City may require to fully evaluate and determine acceptability of an offered substitute so that it might be addressed prior to bid deadline. The City reserves the sole right to reject a substituted component that will not meet or exceed City standards and the requirements of this specification.
- B. For each equivalent product submission to receive an appropriate and expeditious review, all relevant data for the proposed equivalent product shall be submitted for City review. This shall include all detailed product data, performance testing, and warranty.
- C. Substitution requests will be reviewed prior to bid opening, requests shall be submitted as an RFI to the City and the City will issue a response in an addendum.

2.2 SYNTHETIC TURF

- A. The synthetic turf shall meet the following qualifications:
 - 1. The synthetic turf manufacturer shall have a minimum of (5) similar installations in the State of Nevada or California within the past (3) years.
 - 2. The synthetic turf shall be considered a premium product and consist of a blend of monofilament and slit film fibers unless otherwise specified. Monofilament only systems are not acceptable.
 - 3. The synthetic turf system shall be specifically designed for performance baseball and/or softball outfields.
 - 4. The carpet’s permeable primary backing shall be a dimensionally stable double-layered polypropylene fabric.

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5. All synthetic turf systems shall be specifically designed for baseball and/or softball use. The synthetic turf system must be a baseball and/or softball branded system in use for a minimum of 2 years. The synthetic turf system shall have sport specific performance testing results including ball bounce, ball roll, traction/cleat interface, infill flyout and other sport specific testing.

B. All synthetic turf systems shall meet the following requirements:

1. Average Pile Yarn Weight	ASTM D 5848	46 oz/sy minimum
2. Average Total Weight	ASTM D 5848	Varies
3. Secondary Backing Weight	ASTM D 5848	Varies
4. Primary Backing	ASTM D 5848	Varies
5. Average Tuft Length	ASTM D 5823	2.0" maximum
6. Tufting Gauge	ASTM D 5793	¾" maximum
7. Tuft Bind	ASTM D 1335	> 8 lbs
8. Yarn Denier (monofilament)	ASTM D 1577	10,000 minimum
9. Yarn Denier (slit film)	ASTM D 1577	9,000 minimum
10. Yarn Denier (thatch)	ASTM D 1577	5,000 minimum
11. Surface Flammability	ASTM D 2859	PASS
12. Permeability	ASTM F 1551	>25 in/hr
13. Melt Point	ASTM D 789	min of 240 Fahrenheit

C. Approved synthetic turf systems include:

1. SHAW Tag Up 2.0
2. ASTROTURF Diamond Blend RBI
3. FIELDTURF DoublePlay
4. HELLAS Major Play-Fusion
5. SPRINTURF Grand Slam

2.3 LINES/MARKINGS

A. The carpet shall be delivered in 15' wide rolls with all white lines (foul lines, sidelines, goal lines, coach's boxes, etc.) tufted into each roll. The rolls shall be of sufficient length to go from sideline to sideline. Head seams, between the sideline rolls, will not be acceptable.

B. All lines shall be tufted into rolls; letters for logos, numbers, arrows and hash marks shall be inlaid. Refer to plans for approximate size and color of field markings. The Owner shall make final determinations based on the submitted shop drawings.

C. No painting will be acceptable.

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- D. Refer to plans for approximate size and color of field markings. The Owner reserves the right to dictate changes to the size, location, quantity, font and color of all lines or markings during the submittal review process.
- E. Contractor shall submit complete shop drawings, color samples, and logo design for review and approval by the Owner.

2.4 INFILL MATERIALS

- A. The infill for the synthetic turf must consist of rubber (SBR) and sand. The infill weight measured in lbs./sf. may vary slightly depending on final face weight, pile height and sand rubber in-fill componentry of the system proposed by the bidder. In all cases, the final proposed installation, through the submittal process, must conform to all manufacturer requirements, installation protocols, and meet the requirements for necessary traction/cleat interface, shock attenuation, and visual appeal. Cryogenic SBR or ambient cut SBR can be used in accordance with turf manufacture requirements.
- B. As applicable all granulated rubber shall be washed after processing and be certified to be 100% metal and fiber free; any other rubber will not be accepted. The rubber infill shall be sized between the 10- 20 sieve openings, unless otherwise specified by the turf Manufacturer as part of their proprietary system design.
- C. Infill mix ratio must be a minimum of 60% sand or gravel and as specifically required by the manufacturers published specifications.
- D. Sand or gravel shall be dust free, rounded silica sand; any other sand will not be accepted.
- E. Infill tolerance is +/- 1/8"

2.5 SEAMS

- A. All seams between turf panels shall be sewn or glued.
- B. All seaming materials including glue and thread shall be premium quality and compatible with the synthetic turf product.
- C. All sewn seams shall be butt joint, overlapping seams are not permitted.

2.6 GRAPHICS

- A. A color rendering for the playing field striping is included in the bid documents from which the Synthetic Turf Manufacturer shall prepare and submit color shop drawings.
- B. The colors shall be stock colors unless otherwise stated in the plans or this section.

2.7 INLAYS

- A. All graphics, lines, and inlays shall be tufted or inlayed. Inlays shall be cut in only, whereas the synthetic turf panel is cut to the exact dimensions of the inlay and seamed per this specification.

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- B. Inlays that are adhered to the synthetic turf panel backing are only permitted with written approval of the Owner.
 - C. If approved by the Owner, the inlay turf fibers shall be sheared so that the fiber height is consistent between the panel and inlay where specifically identified during installation.
- 2.8 HIGH TRAFFIC AREA – NOT USED
- 2.9 MAINTENANCE EQUIPMENT – NOT USED
- 2.10 NAILER BOARD
- A. Nailer board shall be plastic composite boards, Trex or approved equal. Nominal dimension 2"x4".
 - B. Splitting of 2x6 boards is not acceptable.
 - C. Nailer board shall be installed with a ½" spacing between boards to allow for expansion and contraction. Spacing shall be adjusted based on manufacturers recommendations.
 - D. Nailer board concrete fasteners shall be 3/8" x 3" heavy duty concrete hex screws or an approved mechanical fastener.
- 2.11 GEOTEXTILE FABRIC
- A. Non-woven Geotextile Filter Fabric shall be Tencate, Mirafi 140N, or approved equal.

PART 3 – EXECUTION

- 3.1 DELIVERY, STORAGE AND HANDLING
- A. The Contractor shall coordinate delivery and storage with the Owner prior to delivery. The synthetic turf installer shall coordinate the delivery and storage of materials with the general Contractor prior to shipping.
 - B. Products and materials shall not be placed, stored, or stockpiled on adjacent surfaces including running tracks, long jump runways, or paved D-zones. Contractor is responsible to repair any damage they cause including resurfacing of track surfaces, replacement of broken concrete, drains, rutted asphalt or other structures and apparatus.
 - C. Materials shall be protected at the job site to ensure they do not become contaminated by other materials, vandalized, or stolen.
 - D. Materials shall not be placed in such a way to obstruct any activities adjacent to the field or any paths of travel adjacent to the installation site.
- 3.2 INSTALLATION
- A. Maintaining the base stone, and trench
 - 1. The contractor and installer shall maintain the stability, planarity, and grades of the base stone and trench; any damage shall be repaired at their expense.
 - 2. Any damaged ancillary structures or surfaces, including landscape, pavement, and curbing shall be repaired at the Contractors expense.

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B. Nailer Board Installation

1. Attach nailer board to concrete curb with 3/8" x 3" heavy duty concrete hex screws or an approved mechanical fastener, spaced at a maximum of 3' O.C. and maximum of 6" from board edge.
2. Predrill holes in concrete curbing per manufacture recommendations.
3. Set nailer board height based on specified infill depth. The Contractor is responsible for providing smooth transition grade from top of infill to top of adjacent surfacing.

C. Filter Fabric

1. The Contractor shall install geotextile fabric per construction documents and per underlayment manufacturer's requirements with a minimum overlap of 1' at all seams.

D. Installing the synthetic turf

1. The Contractor shall strictly adhere to the manufacturer's installation requirements and published guidelines, this includes synthetic turf, underlayment, adhesives, infill, and all other materials required for the complete installation of the synthetic turf system. Any variance from these requirements shall be accepted in writing, by the manufacturer's onsite representative, and submitted to the Engineer/Owner, verifying that the changes do not in any way affect the warranty.
2. The turf manufacturer and Contractor shall accept the stone base prior to the installation of the synthetic turf system. The surface planarity tolerance shall not exceed 1/4" over 10' in any direction, or more stringent if required by the underlayment or turf manufacturers written specifications.
3. The turf manufacturer shall have a plate compactor on hand during installation. All trenches and loose areas shall be plate compacted immediately before placing pad or synthetic turf.
4. The carpet rolls are to be installed directly over the existing stone base. The installation of the synthetic turf may not commence until all synthetic turf panels, not including logos, are onsite.
5. The full width rolls shall be laid out across the field. Using standard state of the art attachment procedures each roll shall be attached to the next in the manner as recommended by the manufacturer. When all of the rolls of the playing surface have been installed, the sideline areas shall be installed at right angles to the playing field turf.
6. The synthetic turf shall be securely attached to the nailer board. Synthetic turf shall be mechanically fastened to the nailer board at a maximum spacing of 6 inches.
7. All graphics including logos and lettering shall be reviewed by the Owner prior to installation. Graphics shall be loosely placed in the proper orientation prior to cut-in.
8. The infill shall be installed according to the manufacturer's recommendations. When the infill is placed to within 3/4" of the top of the synthetic grass fibers, the Contractor shall notify the Owner for inspection. The balance of the infill shall be

**GOLDEN EAGLE REGIONAL PARK FIELDS #10, #13, & #14
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placed in the presence of the Owner to a height or level determined by the Owner.

9. The planarity of the infill shall not vary more than 1/8" when measured using a 1m straightedge or depth gauge. If the infill settles to a depth exceeding 10% of initial install within 2 years after final completion the Contractor shall install additional infill to a depth consistent with that during final completion.
10. The Contractor shall water settle the infill after installation.
11. The installation shall provide for a wrinkle free synthetic turf, including no rips, tears, or loose seams. All lines and markings shall be straight with no undulations.
12. The Contractor shall thoroughly clean the site after completion of the installation. This shall include loose turf fiber, turf fragments, tools, debris, fasteners, glue and other foreign materials.
13. After completion of the synthetic turf installation the Contractor shall drag the field with a magnet specifically designed to remove metal objects from synthetic turf fields. This procedure shall be performed a minimum of two times.
14. The Contractor shall provide the necessary testing data to the Owner that the finished field meets or exceeds the required shock attenuation as outlined in this specification.

E. Repairs

1. In circumstances where field repairs are needed including failure to meet Gmax tolerance, removal of wrinkles in turf, seam repair or infill repairs the Contractor shall have qualified personnel and materials onsite and ready to make repairs within 5 days notification by the Owner.

F. Extra Materials

1. Prior to final completion the Contractor shall provide the following materials and equipment to the Owner. Copies of written documentation of delivery shall be provided to the Owner.
 - a. Provide a separate piece of turf for each color used for the field, each piece of turf shall be at least 10' x 10'.
 - b. Provide a minimum of (5) heavy duty 32 gallon containers and lids which are filled with the SBR. Supersacks are not acceptable.
 - c. Provide a minimum of 1 gallon of the glue which was used for inlays.

3.3 MAINTENANCE

- A. Synthetic turf manufacturer/installer's representative shall provide training and maintenance information relative to the grooming, care, installation, storing, and removal of the synthetic turf systems to the extent that the Owner is comfortable with independently performing these operations.

3.4 WARRANTY

- A. The Contractor shall provide all product manuals, closeout documents and signed warranty certificates at substantial completion.

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- B. The warranty period for the synthetic turf and associated materials shall begin upon acceptance of the synthetic turf field by the Owner.

END OF SECTION



Forms

(to be used following award of bid)

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



TITLE
BID # BIDNUMBER
PWP# PWPNUMBER

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

W I T N E S E T H

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

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

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

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope of Work:

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

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

2. Payment for Project Services

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

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

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



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

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

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

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

3. Time for Completion:

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

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

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

4. No Unlawful Discrimination:

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



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

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

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

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

5. No Illegal Harassment:

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

6. Lawful Performance:

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

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

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

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

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



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

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

8. Prevailing Wages:

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

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

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

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

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



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

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

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

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

9. Apprenticeship Utilization Act:

Bidder acknowledges that the Nevada Legislature has enacted state laws requiring contractors engaged in vertical or horizontal construction who employ workers on one or more public works during a calendar year to use varying levels of apprentices on such public works. *See* NRS 338.01165; SB 82 (2023). Contractor acknowledges that Senate Bill 82 (2023) places compliance and reporting requirements on contractors and subcontractors engaged in public works project, and requires contractors and subcontractors engaged in public works projects to meet annual apprentice use thresholds set by state law, including obligations to provide the Nevada Labor Commissioner with supporting documentation when requested, and an obligation to provide an annual report to the Nevada Labor Commissioner documenting its compliance with Nevada apprenticeship requirements. Contractor acknowledges and certifies that it will comply with NRS 338.01165 and SB 82 (2023), as each may be amended in the future.

10. Acceptance by the City:

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

11. Waiver:

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

12. Notices:



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

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

CONTRACTOR:
CONTACT
CONTRACTORNAME
ADDRESS
CITY, STATE ZIP
e-mail:

13. Arbitration:

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

14. Jurisdiction and Venue:

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

15. Indemnification:

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



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

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

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

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

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

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

16. Licenses and Permits:

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

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

17. Insurance:

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



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

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

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

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

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

Commercial General Liability

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



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

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

Minimum Limits of Insurance

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

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

Coverage Form

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

Additional Insured

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

Primary and Non-Contributory

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

Waiver of Subrogation



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

Endorsements

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

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

Electronic Data Liability

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

Railroad Protective Liability

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

Business Automobile Liability

Minimum Limits of Insurance

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

Coverage Form

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

Pollution liability coverage at least as broad as that provided under the ISO pollution liability—broadened coverage for covered autos endorsement (CA 99 48) shall be provided, and the Motor Carrier Act endorsement (MCS 90) shall be attached for all contracts involving transportation of “hazardous



material” as this term is defined by applicable law, including, but not limited to, waste, asbestos, fungi, bacteria and mold.

Additional Insured

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

Endorsements

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

Waiver of Subrogation.

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

Workers’ Compensation and Employer’s Liability

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

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

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

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



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

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

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

Minimum Limits of Insurance

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

Coverage Form

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

OTHER INSURANCE COVERAGES (IF APPLICABLE)

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

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

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

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



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

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

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

ALL COVERAGES

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

DEDUCTIBLES AND RETENTIONS

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

OTHER INSURANCE PROVISIONS

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

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

ACCEPTABILITY OF INSURERS

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



VERIFICATION OF COVERAGE

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

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

- A. **Certificate of Insurance.** Contractor must provide a Certificate of Insurance form to the City of Sparks to evidence the insurance policies and coverage required of Contractor.

- B. **Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.

- C. **Policy Cancellation Endorsement.** Except for ten (10) days' notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be suspended, voided, cancelled or non-renewed, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance. If endorsements are not available, Contractor shall be responsible to provide prior written notice to City as soon as practicable upon receipt of any notice of cancellation, non-renewal, reduction in required limits or other material change in the insurance required under this Agreement.

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

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

SUBCONTRACTORS

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

MISCELLANEOUS CONDITIONS

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it, and such coverage and



limits required herein shall not be deemed as a limitation on Contractor's liability under the indemnities granted to City in this contract.

3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
 - a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
 - c. Terminate the Agreement.
4. If Contractor's liability policies do not contain the standard ISO separation of insureds condition, or a substantially similar clause, they shall be endorsed to provide cross-liability coverage.

18. Liquidated Damages:

If the Product is not delivered/Project is not completed within the time stipulated in the bid, the Contractor shall pay to the City of Sparks as fixed, agreed and liquidated damages for delay and not as a penalty (it being impossible to determine the actual damages occasioned by the delay) **\$AMT** for each day of delay until delivery is completed; the Contractor shall be liable to the City of Sparks for the amount herein. This amount may be deducted from money due or to become due to the Contractor as compensation under this proposal in the event the Contractor fails to meet delivery schedules or product specifications.

19. Material Breach of Contract:

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

20. Force Majeure:

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

21. Termination:

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



22. Assignment:

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

23. Entire Contract:

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

24. Severability:

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

25. Headings:

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

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

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

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

27. Execution:

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



THIS SPACE INTENTIONALLY LEFT BLANK



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

(Vendor)

CITY OF SPARKS, NEVADA
A Municipal Corporation

By: _____

By: _____
Ed Lawson, Mayor

(Title)

APPROVED AS TO FORM

ATTEST:

City Attorney

City Clerk

CITY OF SPARKS, NEVADA - BOND OF FAITHFUL PERFORMANCE

Bid #: _____

Bond #: _____

Surety Rating: _____

NV License #: _____

Appt. Agent Countersigning - List below with address

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the City of Sparks in the State of Nevada has awarded to **CONTRACTORNAME** hereinafter designated as the "Principal" a contract for Bid # **24/25-002**, PWP # **WA-2024-520**, for the **GOLDEN EAGLE REGIONAL PARK FIELDS 10, 13, 14 OUTFIELDS SYNTHETIC TURF REPLACEMENT PROJECT** and

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

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

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

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

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

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

Principal

By _____

Surety
By _____

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

Bid #: _____

Bond #: _____

Surety Rating: _____

NV License #: _____

Appt. Agent Countersigning - List below with address

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the City of Sparks in the State of Nevada, has awarded to **CONTRACTORNAME** hereinafter designated as the “Principal” a contract for Bid # **24/25-002**, PWP # **WA-2024-520**, for the **GOLDEN EAGLE REGIONAL PARK FIELDS 10, 13, 14 OUTFIELDS SYNTHETIC TURF REPLACEMENT PROJECT** and

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

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

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

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

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

Principal

By _____

Surety

By _____