

**RFP FOR  
TREE ASSESSMENT – PHASE 2**

**RFP #11/12-002**

**RFP DUE NO LATER THAN: 4:00 PM ON JULY 20, 2011**



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

Company Name: \_\_\_\_\_

**CITY OF SPARKS  
NOTICE TO BIDDERS  
TREE ASSESSMENT – PHASE 2  
RFP #11/12-002**

NOTICE IS HEREBY GIVEN that the City of Sparks, Nevada, will receive written sealed proposals only, for the project listed above. Said proposals must be in the hands of the Purchasing Manager at 431 Prater Way, Sparks, Nevada, **NO LATER THAN 4:00 PM on JULY 20, 2011**. Proposals postmarked but not received until after this deadline will not be accepted. Vendor 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 Proposals are to be marked clearly on the outside with the name of the proposing firm and the name of the project being bid (“Tree Assessment RFP”).

**PROJECT DESCRIPTION:** The purpose of this RFP is to identify a firm to perform a tree inventory on the easement and park trees within the City of Sparks. The work shall be done using a rating system that, when completed, will allow the City to prioritize trimming of the easement trees. This grant has been awarded by the Nevada Division of Forestry in cooperation with the US Forest Service. Funding for this project was provided by the American Recovery and Reinvestment Act of 2009. USDA is working to implement provisions of the American Recovery and Reinvestment Act of 2009 (Recovery Act) to put Americans back to work and rejuvenate the nation’s economy. The recovery act provided USDA with nearly \$28 billion in funding, of that, \$1.15 billion has been allocated to the Forest Service for project work in forest restoration, hazardous fuels reduction, construction and maintenance of facilities, trails and roads, green energy project and grants to States, tribes and private landowners.

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 at the City of Sparks Purchasing Division. For further information, contact the Purchasing Division at (775) 353-2273 or Facsimile (775) 353-2399. The individual responsible for coordinating this bid is: Dan Marran, CPPO, C.P.M. – Contracts and Risk Manager

Reno Gazette Journal Legal Notices Section  
Publish Date: June 29, 2011  
Proof of publication required

## **Bidder's Checklist**

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

1. \_\_\_\_\_ Bidder Information Sheets
2. \_\_\_\_\_ Acknowledgement and Execution Form
3. \_\_\_\_\_ Certification Regarding Debarment
4. \_\_\_\_\_ RFP Submittals as Detailed in the Special Conditions section titled, “Submittal Parameters.”  
Submittal format shall be: 1 hard copy, signed original, and 1 electronic copy (PDF Format on disc or thumb drive)
5. \_\_\_\_\_ This Bidder's Checklist

## 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 construction 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? 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 construction 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-responsive or non-responsible on a government bid within the last five years? No\_\_\_ Yes\_\_\_ (If yes, please provide details.)

## Bidder Information

**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:

**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 **TREE ASSESSMENT – PHASE 2, RFP# 11/12-002**, 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.

	Contractor/Bidder:
(Printed Name of Contractor/Bidder)	BY: _____
	Firm: _____
	Address: _____
	City: _____
	State / Zip Code: _____
	Telephone Number: _____
	Fax Number: _____
	E-mail Address: _____
(Signature of Principal)	Signature: _____
	DATED this _____ day of _____, 2010.

State of Nevada )  
 ) SS.  
 County of \_\_\_\_\_ )

On this \_\_\_\_\_ day of \_\_\_\_\_, in the year 2011, before me,

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

Notary's Signature: \_\_\_\_\_ My commission Expires: \_\_\_\_\_

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

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

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

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Any exceptions provided will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the Department 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.

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Typed Name & Title of Authorized Representative

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Signature of Authorized Representative \_\_\_\_\_ Date \_\_\_\_\_

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

Signature \_\_\_\_\_ Date \_\_\_\_\_



# **GENERAL CONDITIONS**



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## 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 **TREE ASSESSMENT – PHASE 2**, 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-



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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.



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**12. Quality:**

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

**13. Litigation Warranty:**

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

**14. Royalties, Licenses and Patents:**

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

**15. Performance Standards:**

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

**16. Americans with Disabilities Act (ADA) Standards:**

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

**17. Warranties:**

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

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



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**18. Addenda:**

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

**19. Specifications to Prevail:**

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

**20. Taxes:**

The City is exempt from State, City and County Sales Taxes per NRS 372.325. The City will furnish Exemption Certificates for Federal Excise Tax when applicable.

**21. Prevailing Wages:**

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

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

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

Federal “Davis Bacon” wages may be applicable if the funding for the project includes Federal funds. These requirements are detailed in the “Special Conditions – Federal Requirements” section that will be included in this bid document when such conditions apply.

**22. Conflict of Interest:**

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

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

**23. Disqualification of Bidder:**

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

- (a) The Bidder is not responsive or responsible.



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

**24. Gratuities:**

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

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

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

**26. Performance and Payment Bonds**

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

**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



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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.

**27. Indemnification**

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

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

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

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

**28. Insurance:**

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

Should work be required on City premises or within the public right-of-way, upon award of the contract, the bidder shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation if applicable, prior to initiation of any services under City, Bid, Proposal or Contract. Coverage shall be from a company authorized to transact business in the State of Nevada and the City of Sparks and shall meet the following minimum specifications:

**INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for Contractor or any Sub-Contractor of the Contractor by the City. Contractor agrees, as a precondition to the performance of any

**General Conditions**  
(Updated 1/7/10)



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work under this Agreement and as a precondition to any obligation of the City to make any payment under this Agreement to provide City with a certificate issued by an insurer in accordance with NRS 616B.627 and with a certificate of an insurer showing coverage pursuant to NRS 617.210.

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

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

**MINIMUM LIMITS OF INSURANCE**

CONTRACTOR shall maintain coverages and limits no less than:

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

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

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

**OTHER INSURANCE PROVISIONS**

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

1. General Liability and Automobile Liability Coverages
  - a. City, its officers, agents, employees, and volunteers are to be included as insureds as respects damages and defense arising from: activities performed by or on behalf of Contractor, including the insured's general supervision of Contractor; products and





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completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to City, its officers, employees, or volunteers.

- b. Contractor's insurance coverage shall be Primary insurance with respect to the City, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to City, its officers, agents, employees, or volunteers.
- d. Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

2. Property Coverages (If Applicable)

Contractor shall provide builders risk insurance on an "All Risk" basis on a policy form satisfactory to City. The limit of coverage will be the amount necessary to cover the bid value of any structures in the Contract or other value determined by City. City reserves the right to require Contractor to provide boiler and machinery insurance coverage or other forms of property insurance. If the project is in a flood plain, City reserves the right to require flood coverage at Contractor's expense. Losses paid under the property insurance policy or policies shall be paid directly to City by the insurer(s).

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either Contractor or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to City except for nonpayment of premium.

**ACCEPTABILITY OF INSURERS**

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

**VERIFICATION OF COVERAGE**

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

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

- 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.



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- B. Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City of Sparks, by attachment to the Certificate of Insurance, to evidence the endorsement of the City of Sparks as additional insured.
- C. Policy Cancellation Endorsement.** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City of Sparks, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.
- D. Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

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

#### **SUBCONTRACTORS**

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

#### **MISCELLANEOUS CONDITIONS**

1. Contractor shall be responsible for and remedy all damage or loss to any property, including property of City, caused in whole or in part by Contractor, any Subcontractor, or anyone employed, directed, or supervised by Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.
3. In addition to any other remedies City may have if Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, City may, at its sole option:
  - a. Purchase such insurance to cover any risk for which City may be liable through the operations of Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
  - b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
  - c. Terminate the Agreement.

#### **29. Safety Program**

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

1. All employees on the work site and all other persons who may be affected thereby.



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

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

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

**30. Award of Contract:**

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

**31. Request for Proposal (RFP) Submittals:**

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



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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.

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

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

If the Contract for any Public Works Construction Project is expected to cost \$250,000 or more, then all Contractors must be able to submit upon request, a copy of their Certificate of Bidder Preference issued by the State Contractor's Board to be eligible for bidder preference (Call 775-688-1141 or 775-486-1100 to obtain certification information from the State Contractors Board).

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

**33. Tie Bids:**

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

- a) Tie Bid (two vendors): The City of Sparks Purchasing/Contract Manager, with a witness present, may flip a coin with heads representing the bidder whose tie bid was first received by the City of Sparks. If the toss is heads, the recommendation will be to this bidder; if tails, the recommendation will be made in favor of the second tied bidder.
- b) Tie Bid (two or more vendors): Should there be two or more low, responsive and responsible tie bids where representatives of the bidders wish to participate in the tie breaking process, the City of Sparks Purchasing/Contracts Manager shall set a mutually agreed upon time where, in his office, he shall shuffle a new deck of playing cards and have each bidder's representative cut the cards. The tie bidder who cuts the highest card (with Ace high) shall be recommended for bid award.

**34. Appeals/Protests:**

A person who submits a bid on a contract may, after the bids are opened and within 5 business days, unless otherwise stated in the Special Conditions, file a notice of protest regarding the awarding of the contract.

- (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



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security until a determination is made on the protest. A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of:

- (1) Twenty-five percent of the total value of the bid submitted by the person filing the notice of protest; or
  - (2) Two hundred fifty thousand dollars (\$250,000).
- (c) A notice of protest filed in accordance with the provisions of this section operates as a stay of action in relation to the awarding of any contract until a determination is made by the governing body or its authorized representative on the protest.
  - (d) A person who submits an unsuccessful bid may not seek any type of judicial intervention until the governing body or its authorized representative has made a determination on the protest and awarded the contract.
  - (e) A governing body or its authorized representative is not liable for any costs, expenses, attorney's fees, loss of income or other damages sustained by a person who submits a bid, whether or not the person files a notice of protest pursuant to this section.
  - (f) If the protest is upheld, the bond posted or other security submitted with the notice of protest must be returned to the person who posted the bond or submitted the security. If the protest is rejected, a claim may be made against the bond or other security by the governing body or its authorized representative in an amount equal to the expenses incurred by the governing body or its authorized representative because of the unsuccessful protest. Any money remaining after the claim has been satisfied must be returned to the person who posted the bond or submitted the security.

**35. Documentation:**

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

**36. Discounts:**

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

**37. Seller's Invoice:**

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



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**38. Inspection and Acceptance:**

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

**39. Lost and Damaged Shipments:**

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

**40. Late Shipments:**

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

**41. Document Ownership:**

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

**42. Advertisements, Product Endorsements:**

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

**43. Optional Cooperative Purchase Agreement**

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

**44. Vendor Workplace Policies**

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

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



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**45. Business License Requirement:**

No Vendor providing a service All companies doing business with, or within, the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to the commencement of work per Sparks Municipal Code Section 5.08.020A. Bidder(s) awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already possess one.

**46. City Provisions to Prevail:**

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

**47. Invalid Provisions:**

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

**48. Amendments and Modifications:**

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

**49. Assignment:**

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

**50. Disputes After Award:**

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

**51. Arbitration after Award:**

Any and all disputes, controversies or claims arising under or in connection with the contract resulting from this bid, including without limitation, fraud in the inducement of this Contract, or the general validity or enforceability of this Contract, shall be governed by the laws of the State of Nevada without giving effect to conflicts of law principles, may be submitted to binding arbitration before one arbitrator, and shall be conducted in accordance with the Commercial Arbitration Rules of the American Arbitration Association in a private



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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 1<sup>st</sup> and ends June 30<sup>th</sup> 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 & 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).**

**RFP GENERAL OVERVIEW**  
**RFP#11/12-002 – TREE ASSESSMENT – PHASE 2**

The purpose of this RFP is to identify a firm to perform a tree inventory on the easement and park trees within the City of Sparks. The work shall be done using a rating system that, when completed, will allow the City to prioritize trimming of the easement trees. The work shall be generally preformed within the parameters outlined in the map at the end of this section of the RFP, but generally fall within the City limits, but outside the following boundaries which, the interior of which were covered in Phase 1 of the Tree Assessment: The south border will be I-80. The northern border will be McCarran Blvd. and Baring Blvd. The Western border will be El Rancho Dr. The eastern border will be Sparks Blvd.

This grant has been awarded by the Nevada Division of Forestry in cooperation with the US Forest Service. Funding for this project was provided by the American Recovery and Reinvestment Act of 2009. USDA is working to implement provisions of the American Recovery and Reinvestment Act of 2009 (Recovery Act) to put Americans back to work and rejuvenate the nation's economy. The recovery act provided USDA with nearly \$28 billion in funding, of that, \$1.15 billion has been allocated to the Forest Service for project work in forest restoration, hazardous fuels reduction, construction and maintenance of facilities, trails and roads, green energy project and grants to States, tribes and private landowners.

**RFP RESPONSE FORMAT**

*One original (hard copy, signed) and one (1) electronic copy (PDF Format on Disc or Thumb Drive) of the entire proposal* shall be delivered by the time and to the place stipulated in the Notice of Request for Proposal. Proposers are to provide electronic files of their proposals in addition to (not as a substitute to) the hard copy being required.

It is the proposer's sole responsibility to see that their proposal is received at the place, date and time specified. Any proposal received after the scheduled closing time for receipt of proposals may be returned to the proposer as unacceptable. Oral, facsimile, telegraph, or telephone modifications may not be considered.

The contents of the proposal and any clarifications thereto submitted by the successful proposer and accepted by the City of Sparks shall become part of the contractual obligation and incorporated by reference into any ensuing Agreement. All proposals shall become the property of the City of Sparks and shall not be returned. All proposals submitted may become public record under the laws of the State of Nevada and the public may be given access thereto after the formal process has been completed.

**QUESTIONS/INFORMATION**

- 1) Questions concerning any aspects of the Proposal process should be addressed to: Dan Marran, CPPO, C.P.M. Contracts and Risk Manager at (775) 353-2273.
- 2) Questions concerning the Technical Specifications or Project Scope should be addressed to: Rick Darby, Project Manager, at (775) 626-2597.
- 3) Questions concerning the Post-Award process should be addressed to: Dan Marran, Purchasing Manager, (775) 353-2273.

## PROJECT OVERVIEW

### BACKGROUND

The City of Sparks has been awarded a Sub-Grant from the Nevada Division of Forestry, specific to the Washoe County ARRA-Urban Forestry Revitalization program.

The City is seeking qualified proposals to conduct a full municipal tree inventory of approximately 15,000 trees located on City of Sparks property. The inventory will provide vital information about tree diversity, size and age classes, location, maintenance needs, pests and diseases, condition, overhead utilities, grow space, hardscape damages, and potential hazards. By assessing empty planting sites and growing space, future tree planting plans could be created.

### SCOPE OF WORK

The completed assessment and inventory required by the City shall include the following data in an “I-Tree” format (required) to match existing map layer data:

#### 1. Data Deliverables

Two data deliverables are required, the first must contain the attribute data collected for the features and second must contain their spatial information in a GPS format (State Plane Coordinate).

#### 2. Block side

Street tree and planting sites will be located using a street name, side of lot, tree number, and block side information (on street, from street, and to street) so the location of each street tree and planting site can easily be identified for future work.

#### 3. Area

Tree locations will be identified by subdivision or code number.

#### 4. Location

The tree's physical location in relation to public Right of Way and/or public space will be recorded.

#### 5. Species

Trees will be identified by *genus* and *species*, and by common name.

#### 6. Diameter (DBH)

Tree trunk diameter (DBH) will be recorded. This should be to the nearest 1-inch.

#### 7. Estimated Height

Tree height will be estimated and recorded. The tree height does not need to be measured and could be referenced to known tree heights.

#### 8. Canopy Width

The tree canopy width will be estimated and recorded.

### 9. Age Class

The age class will be recorded and estimated, e.g. seedling, sapling, young tree, intermediate tree, mature tree, heritage tree.

### 10. Stems

The number of stems a tree has will be recorded.

### 11. Condition

In general, the condition of each tree will be recorded in one of the following categories adapted from the rating system established by the International Society of Arboriculture:

Excellent	5
Good	4
Fair	3
Poor	2
Dead	1

### 12. Maintenance Needs

The following maintenance categories will be collected:

Priority 1 Removal. Trees designated for removal have defects that cannot be cost-effectively or practically treated. The majority of the trees in this category have a large percentage of dead crowns and pose an elevated level of risk for failure. Any hazards that could be seen as potential dangers to persons or property and seen as potential liabilities would be in this category. Large dead and dying trees that are high liability risks are included in this category. These trees are the first ones that should be removed.

Priority 2 Removal. Trees that should be removed but do not pose a liability as great as the first priority will be identified here. This category would need attention as soon as “Priority One” trees are removed.

Priority 3 Removal. Trees that should be removed, but that pose minimal liability to persons or property, will be identified in this category.

Priority 1 Prune. Trees that require priority one pruning are recommended for trimming to remove hazardous deadwood, hangers, or broken branches. These trees have broken or hanging limbs, hazardous deadwood, and dead, dying, or diseased limbs or leaders greater than four inches in diameter.

Priority 2 Prune. These trees have dead, dying, diseased, or weakened branches between two and four inches in diameter and are potential safety hazards.

Large Tree Routine Prune. These trees require routine horticultural pruning to correct problems or growth patterns, which would eventually obstruct traffic or interfere with utility wires or buildings. Trees in this category are mature and large enough to require bucket truck access or manual climbing.

Small Tree Routine Prune. These trees require routine horticultural pruning to correct problems or growth patterns, which would eventually obstruct traffic or interfere with utility wires or buildings. These trees are small growing, mature trees that can be evaluated and pruned from the ground.

Training Prune. Young, trees that are still small must be pruned to correct or eliminate weak, interfering, or objectionable branches in order to minimize future maintenance requirements. These trees, up to 20 feet in height, can be worked with a pole-pruner by a person standing on the ground.

Stump Removal. This category indicates a stump that should be removed.

Plant Tree. During the inventory, vacant planting sites will be identified by street and address. The size of the site is designated as small, medium, or large (indicating the ultimate size that the tree will attain), depending on the growing space available and the presence of overhead wires.

### **13. Observations**

General observations referring to a tree's health, structure, and location will be made.

### **14. Diseases**

Additional information regarding diseases, insects, fungus, etc. will be included in this field.

### **15. Clearance Required**

Trees, which are causing or may cause visibility or clearance difficulties for pedestrians or vehicles, will be identified, as well as those trees blocking clear visibility of signs or traffic signals.

### **16. Hardscape Damage**

Damage to sidewalks and curbs by tree roots should be noted. Notes on potential fixes for the problem are encouraged such as redesign options.

### **17. Overhead Utilities**

The inventory shall indicate whether overhead conductors or other utilities are present at the tree site that could result in conflicts with the tree.

### **18. Grow Space**

The area within the growing space shall be categorized as:

<b>T</b>	Tree Lawn
<b>W</b>	Well/Pit
<b>M</b>	Median
<b>P</b>	Raised Planter
<b>O</b>	Open/Unrestricted
<b>I</b>	Island
<b>U</b>	Unmaintained Area

### **19. Space Size**

The narrowest dimension of the Grow Space should be reported in feet. (i.e., 3'x3' cutouts, 4' parkway strip, open parkland, etc.)

## **SUBMITTAL PARAMETERS**

Firms replying to this RFP are required to complete the necessary forms indicated in the Bidder's Checklist (Page 3 of this RFP) and submit relevant information that will be used in the evaluation of firms. The submittal shall have, at a minimum, the following information:

- 1) Company Overview (*Recommend 2 pages or less*)**
  - Geographic location of the principal office of the firm and the office (if different) which would be responsible for providing services to the City of Sparks.
  - Description of the overall capabilities of the firm and the services which the firm is interested in providing the City of Sparks.
  - Number of employees within the firm and within the local office responsible for providing services to the City of Sparks.
  
- 2) Company Experience (*Recommend 7 pages or less*)**
  - Summary of the three most recently completed projects on which the firm provided services similar to those sought by the City of Sparks. The project summaries should include a brief description of the project scope and the services provided, and the name and telephone number of a contact person, familiar with the consultant's work. (*No more than 1 page/project*)
  
- 3) Project Approach (*Recommend 10 pages or less*)**
  - Outline of approach and work program for all services requested. The outline must include the following minimum information:
    - a) A detailed work schedule for the proposed work program. The work schedule must set forth a timeframe for completion and submittal of work products.
    - b) Expectations for City staff. State the minimum expectations for involvement of, and information the responding firm needs from, City staff to accomplish the project.
  
- 4) Cost Schedule (*Recommend 2 pages or less*)**
  - The cost proposal should cover all costs including consultant fees, mileage and production costs.
  
- 5) Key Personnel (*Recommend 2 pages or less*)**
  - A list of management and staff personnel in the office(s) that would be providing services to the City of Sparks (full resumes may be added in an appendix if desired but should be limited to one page per person, or less).

## **EVALUATION PROCESS**

Proposals shall be reviewed, evaluated, and ranked by a committee composed of City of Sparks staff and (potentially) staff from other relevant agencies.

Starting with the highest average composite ranked firm and progressing in descending order, a short list of firms will be generated by the evaluation committee. One or more top firms, as determined by the evaluation committee, may be invited for an oral interview.

The evaluation criteria may include but not be limited to the following considerations.

- 1) Understanding of the requested work and responsiveness to the RFP.
- 2) Experience, resource and qualifications of the Company and key personnel assigned to the project.
- 3) Well conceived work plan for the defined scope.
- 4) Completeness of proposal, the proposed schedule and the fee proposal.
- 5) Resources available to complete the project. (Equipment/Software/Staffing).
- 6) Oral interview (if necessary)

Listed below is the evaluation form that will be used to evaluate each proposal.

CONSULTANT EVALUATION FORM

CONSULTANT \_\_\_\_\_

EVALUATOR \_\_\_\_\_

DATE \_\_\_\_\_

CRITERIA	SCORE		
	Weight	Score	Weighted Score
0-10 POINTS EACH			
<b><u>CAPABILITIES</u></b> RELEVANT SERVICES MANAGEMENT ABILITIES ABILITY TO PROVIDE TIMELY RESPONSE QUALITY CONTROL ROGRAMS SPECIAL EQUIPMENT	3	_____	_____
<b><u>RELEVANT PROJECT EXPERIENCE</u></b> SIMILARITY OF PROJECTS QUALITY TIMELINESS COST GROWTH	3	_____	_____
<b><u>LOCAL GOVERNMENT EXPERIENCE</u></b> SIMILARITY OF PROJECTS	2	_____	_____
<b><u>PERSONNEL</u></b> QUALIFICATIONS EXPERIENCE TRAINING	3	_____	_____
<b><u>COST PROPOSAL</u></b>	4	_____	_____
<b>TOTALS</b>			



**NEGOTIATION(S)**

The City of Sparks shall reserve the right to negotiate any terms and conditions of proposals received, with the final candidate(s) prior to acceptance/rejection of said proposal(s).

Upon determination of the highest rated firm(s), staff will commence negotiations with those firms.. The negotiations will be conducted in accordance with City of Sparks' policies and procedures. When negotiations are successfully concluded, staff will present the recommendation of Award to the City Council.

**RFP TIMELINE**

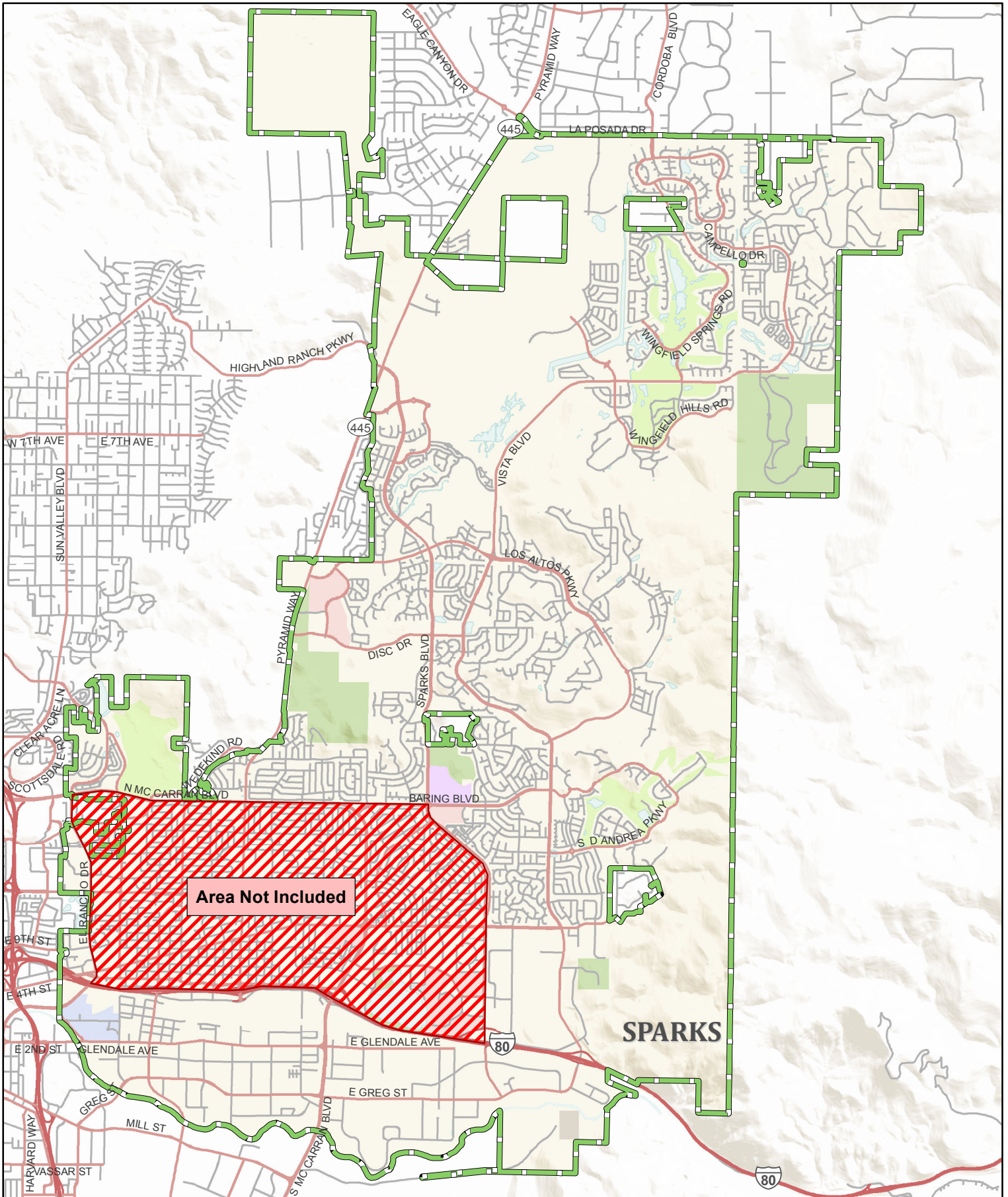
R.F.P. Available to Consultants	June 29, 2011
Written Proposals submitted	July 20, 2011
Proposal Evaluation	July 21 – August 5,2011
Award Recommendation Presented to Council	August 22, 2011

**STATUS OF SUCCESSFUL PROPOSER**

Successful proposer shall have the status of an "Independent Contractor" as defined by NRS 284.173, and shall not be entitled to any or all rights, privileges, benefits and emoluments of either an officer or employee of the City of Sparks.

**CONTRACT REQUIREMENTS**

The “Sample Contract” provided in the RFP document is an example of the contract the awarded vendor will be required to sign at the time the City and Vendor agree to a specific scope of work. Potential vendors requiring changes to terms contained within the City’s “Sample Contract” must note their exceptions in their RFP response. Exceptions will be considered when evaluating potential vendors.



DATE: MARCH 2011



NOTE: The scale and configuration of all information shown hereon are approximate only and are NOT intended as a guide for design or survey work. Reproduction is NOT permitted without prior written permission from the City of Sparks Geospatial Technologies Office.



<b>Park/City locations</b>	
Site Name	Address
Fire Station # 2 Grounds	2900 N. Truckee Lane
Fire Station # 5 Grounds	6360 Vista Blvd.
Fire Station # 3 Grounds	1750 E. Greg Street
Fire Station # 4 Grounds	1410 Disc Drive
Police Department Grounds	1700 Prater Way
7 – 11 landscape	710 Baring Blvd
Sparks Blvd	2290 Sparks Blvd.
Alf Sorsensen Grounds	1400 Baring Blvd.
Aimone Park	55 Queens Way
Cottonwood Park	777 Spice Island Drive
Detention Dam	1400 Disc Drive
Fishermans Park	555 Galletti Way
Glendale Park	3993 Coney Island Drive
Les Hicks Park	3650 Oakridge
Pinion Park	355 S. 21 <sup>st</sup> Street
Rock Park	1515 S. Rock Blvd.
Village Green Park	849 Lepori Way
Redhawk Park	3215 Poco Rey
Woodtrail Park	1820 Berkshire
DelCobre Park	7990 Via Del Cobre
Maldonado Park	2100 Canyon Parkway
Bodega Park	1200 Bodega Drive
Pagni Park	1000 Fiesta
Jacinto Park	7850 Jacinto
Tree Farm Turf	3023 N. Truckee Lane
Canyon Hills Park	4880 Los Altos Parkway
Gateway Park	1983 Greg Street
Cottonwood (West Annex)	767 Spice Island Drive
Rosegarden Park	6195 Wingfield Springs Road
Vista View Park	2201 N. D'Andrea Parkway
Tumbleweed Trails Park	7575 Bearback Drive
Kestral Park	5611 Cathedral Peak
Sage Canyon Park	5151 Vista Heights Drive
Anlelope Ridge Park	1900 Primio Way
Eastland Hills	3097 Round Mountain
Beasley School	2100 Canyon Parkway
Mendive School	1900 Whitewood
Pah Rah Park	1730 Shadow Lane
Shadow Mountain Park	3300 Sparks Blvd.
Golden Eagle Regional Park	6360 Touchdown Drive
Bitter Brush Park	3650 Lepus Dr.

Median and Sound wall List

Code	Name	Address	POC	Description
CB69	Moss Preschool	2200 Primio	Runs off of Moss School	Landscaping inside the preschools fence
CL02	13 <sup>th</sup> and Prater	1300 Prater Way	Median at the SW corner of Prater Way and 13 <sup>th</sup> St	Median at the SW corner of Prater Way and 13 <sup>th</sup> St
CL04	9 <sup>th</sup> and Prater	900 Prater Way	Triangle median at the corner of Prater Way and 9 <sup>th</sup> St	Triangle median at the corner of Prater Way and 9 <sup>th</sup> St
CL05	Neuffer Sound wall	2194 Autumnwood Lane	NE corner of Autumnwood Lane and Whitewood Dr	Landscaping along the sound wall on Whitewood Dr from Autumnwood Lane East and around the corner on Vista Blvd
CL05			NW corner of Autumnwood Lane and Whitewood Dr	Landscaping along the sound wall on Whitewood Dr from Autumnwood to Blossom View Dr
CL05		1973 Spring Blossom Lane	1973 Spring Blossom Lane	Landscaping at the detention Basin
CL06	Baring Blvd Median	905 Baring Blvd	Median on Baring Blvd between Shadow Lane and Round Mt Rd	Median on Baring Blvd between Shadow Lane and Round Mt Rd
CL06			Median on Baring Blvd between Round Mt Rd and Springland Dr	Median on Baring Blvd between Round Mt. Rd and Springland Dr
CL06			Median on Baring Blvd between Springland Dr and Del Rosa Way	Median on Baring Blvd between Springland Dr and Del Rosa Way
CL06			Triangle on the NE corner of Baring Blvd and Sparks Blvd	Triangle on the NE corner of Baring Blvd and Sparks Blvd
CL06			Median on Baring Blvd between Sparks Blvd and Goldy Way	Median on Baring Blvd between Sparks Blvd and Goldy Way
CL06			Median on Baring Blvd between Goldy Way and Rockwood Dr	Median on Baring Blvd between Goldy Way and Rockwood Dr
CL08	Del Rosa Median	5701 Del Rosa	5701 Del Rosa	Two medians at this location
CL10	El Rancho Median	2431 El Rancho Drive	NW corner of El Rancho Dr and Arneson Lane, SHARED with CL12	The four medians on El Rancho Dr between Wedekind Rd to Oddie Blvd
CL12	El Rancho Planters		Shared with CL10	Planters on both sides of El Rancho Dr between McCarran Blvd and Wedekind Rd
CL14	Emerson Median	699 E. Emerson	Median on Emerson Way between Shari Way and N Truckee Lane	Median on Emerson Way between Shari Way and N Truckee Lane
CL18	Greenbrae & McCarran	704 E. Greenbrae	Median on Greenbrae Blvd between N McCarran Blvd and Howard Dr	Median on Greenbrae Blvd between N McCarran Blvd and Howard Dr
CL20	Locomotive & Prater		NW corner of Prater Way and Locomotive Way	Sound wall NE corner Of Prater Way and Locomotive Way, plus sound wall going West to Sparks Blvd and North to Tyco Way
CL24	Nichols Median	742 Nichols	Run off of Marina pumps	Four medians on Nichols Blvd between McCarran Blvd and Howard Dr, plus two planters on the East side of the round a bout
CL26	Oddie and Pyramid Way	1229 Pyramid Way	NW corner of Oddie Way and Pyramid Way and Oddie Blvd South edge of church's grass	Triangle at the intersection of Oddie Blvd and Pyramid Way plus part of the trees on the NW corner
CL32	Prater Way Median	Parlanti to Vista	Runs off Willow Creek Park	Three medians on Prater Way between Parlanti Lane and Sparks Blvd
CL32			Runs off Police Departments water	Three medians on Prater Way between Sparks Blvd and Vista Blvd, plus the four corners at the intersection of Prater Way and Sparks Blvd
CL34	Marina Gateway		SE corner of Prater Way and Marina Gateway Dr	The North median on Marina Gateway Dr between E Lincoln Way and Prater Way
CL34			NW corner of E Lincoln Way and Marina Gateway Dr	The South median on Marina Gateway Dr between Prater Way and E Lincoln Way
CL36	Feeder Sound wall		E side of Feeder St between Prater Way and Wabash Circle	Planter on NE corner of Feeder St and Prater Way
CL38	Rock Blvd and Greg St Median		Triangle on NW corner of Rock Blvd and Greg St	Triangle on NW corner of Rock Blvd and Greg St

CL40	Rock Blvd Median	Rock Blvd	Median on Rock Blvd between Gault Way and Plymouth Way	Median on Rock Blvd between Gault Way and Plymouth Way
CL40			Median on Rock Blvd between Plymouth Way and Zephyr Way	Median on Rock Blvd between Plymouth Way and York Way
CL40			Median on Rock Blvd between York Way and Vance Way	Median on Rock Blvd between York Way and Vance Way
CL40			Median on the corner of Rock Blvd and Upton Way	Median on Rock Blvd between Vance Way and Tyler Way
CL40			Median on Rock Blvd between Tyler and Shragia Way	Median on Rock Blvd between Tyler and Shragia Way
CL40			Median on Rock Blvd between Spraglia Way and Russell Way	Median on Rock Blvd between Spraglia Dr and Oxford Ave
CL40			Median on Rock Blvd between Prospect Ave and Oxford Ave	Median on Rock Blvd between Greenbrae Dr and Oxford Ave
CL40			Triangle median at Rock Blvd and 15 <sup>th</sup> ST	The two medians on Rock Blvd between Oddie Blvd and Commerce St plus the triangle at Rock Blvd and 15 <sup>th</sup> St
CL40			Median on Rock Blvd between Commerce St and I St	Median on Rock Blvd between Commerce St and I St
CL40			Median on Rock Blvd between F St and Prater Way	Median on Rock Blvd between F St and Prater Way
CL40			Median on Rock Blvd between Prater Way and D St	Median on Rock Blvd between Prater Way and D St
CL44	7-11	710 Baring Blvd	In the landscaping area along N Truckee Lane	Landscaping area on the NE corner of Baring Blvd and N. Truckee Lane
CL46	Sparks & Disc Sound wall	4576 Sparks Blvd	SE corner of Sparks Blvd and Mt Whitney	Landscaping at the SE corner of Sparks Blvd and Mt Whitney
CL46			NE corner of Sparks Blvd and Mt Whitney	Landscaping along the sound wall on the East side of Sparks Blvd from Mt Whitney to Disc Dr
CL46			SE corner of Sparks Blvd and Disc Dr	The two medians, and the landscaping along the sound wall on the South side of Disc Blvd from Sparks Blvd to Vista Blvd
CL48	Sparks Blvd Path	2290 Sparks Blvd	Path only	No landscaping
CL50	Sparks Blvd Turf	2290 Sparks Blvd	SE corner of Sparks Blvd and O'Callaghan Dr (Effluent)	Landscaping on the West side of the ditch and the sound wall on the West side of Sparks Blvd from Howard Dr to Prater Way
CL50			SW corner of Sparks Blvd and Springland Dr (Effluent)	Trees on the E side of the ditch on Sparks Blvd from Springland Dr to Prater Way
CL50			Median on Sparks Blvd between Cathedral Peak Dr and Ion Dr (Effluent)	The two medians on Sparks Blvd from Tioga Pass Dr to Ion Dr
CL51	Sparks Blvd Trees	Lincoln to Prater E side Sparks Blvd	Roadside area on E side of Sparks Blvd between Prater Way and E. Lincoln Way (Effluent)	Roadside area on East side of Sparks Blvd from the road to the path between Prater Way and E Lincoln Way
CL54	West Victorian Ave	2100 Victorian Ave	Runs of Fire Station #1 water	Both sides of Victorian Ave between 16 <sup>th</sup> St and 19 <sup>th</sup> St
CL54			NE corner of Victorian Ave and 21 <sup>st</sup> St	Both sides of Victorian Ave between 19 <sup>th</sup> St and El Rancho Dr plus the median on Victorian Ave from 22 <sup>nd</sup> St to El Rancho Dr
CL54	East Victorian Ave		In the alley on the West side of 1 <sup>st</sup> St between Victorian Ave and C St	N side of Victorian Ave between 3 <sup>rd</sup> St to McCarran Blvd
CL54			By the alley on the W side of 6 <sup>th</sup> St between Victorian Ave and C St	N side of Victorian Ave between 6 <sup>th</sup> St and 3 <sup>rd</sup> St
CL55	Vista Median East of Ingleston Dr	Vista Blvd	Median on Vista Blvd between Ingleston Dr and Wingfield Pkwy	Median on Vista Blvd between Ingleston Dr and Wingfield Pkwy
CL56	Vista Blvd Median	7117 Vista Blvd	NW corner of Vista Blvd and Del Rosa Way	The six medians on Vista Blvd between Prater Way and Baring Blvd Plus the triangle on the NW corner of Vista Blvd and Prater Way
CL56			Runs off of Pah Rah park (Effluent)	The two medians on Vista Blvd between Baring Blvd and Merlot Ct

CL56			NW corner of Vista Blvd and Merlot Ct	Median on Vista Blvd between Merlot Ct and Halley's Ct
CL56			Median on Vista Blvd between Iratcabal Dr and N Los Altos Pkwy	Median on Vista Blvd between Iratcabal Dr and N Los Altos Pkwy
CL57	Vista Median North of Vista Del Rancho	Vista Blvd	Median on Vista Blvd between Peppergress Dr and Vista Del Rancho Pkwy	Median on Vista Blvd between Peppergress Dr and Vista Del Rancho Pkwy
CL58	Vista Sound Wall	1000 Vista Blvd	SE corner of Vista Blvd and Frisco Way	Sound wall starting at the walkway on Ricco Dr. and continuing North on Vista Blvd to property line just North of Frisco Way
CL60	Vista Bike Path	Vista Blvd	Path only	No landscaping
CL62	River Bike Path	Fishermans Park to Larkin Circle	Runs off multiple city parks	Both sides of the bike path from Fishermans Park to Larkin circle
CL64	Merchant Court		No water	The three cul-de-sac medians on the Southside of Merchant St between Sullivan Lane and Commerce St
CL66	La Posada Median	La Posada @ Cordoba	Median only	No landscaping
CL67	Kelly Ranch		Detention basin on the NW corner of Sullivan Lane and Kelly Ranch Dr	Detention basin on the NW corner of Sullivan Lane and Kelly Ranch Dr
CL68	Prater Way Landscape	Prater Way Rock To El Rancho	SW corner of Prater Way and 22 <sup>nd</sup> St	Planters on the S side of Prater Way between El Rancho Dr to 18 <sup>th</sup> St
CL68			SE corner of Prater Way and 18 <sup>th</sup> St	Planter on the S side of Prater Way between 18 <sup>th</sup> St and Rock Blvd
CL69	La Posada Fill Station	500 Rockwell Blvd	In the Effluent vault at the location	The landscaping along the fence plus one island by the fill station in the parking lot of the fire station
CL71	Sha Neva Fill Station	185 Design Place	In the Effluent vault at the location	The landscaping area around the fill station
CL72	Sparks Blvd Ion Landscape		SE corner of Sparks Blvd and Ion Dr (Effluent)	Landscaping on both sides of Ion Dr from Sparks Blvd to Los Altos Pkwy Plus along sound wall on South side of Sparks Blvd from Ion Dr to Cathedral Peak Dr
CL73	Loma Verde Court	Loma Verde Ct	Runs off of Bodega park	Landscaping area at the end of Loma Verde Ct
CL74	Junction Peak Trailhead	606 Junction Peak Circle	Trailhead on Junction Peak Cr	Landscaping area at the end on Junction Peak Cr
CL74			Trailhead on Sonora Pass Ct	The five trailheads on Muir Pass Ct, Sonora Pass Ct, Boulder Peak Ct, Tioga Pass Ct and Carson Pass Ct
CL75	Kiley Landscape	Village Knoll Dr	Both ends of the path on Village Knolls Dr	Landscaping on the path that starts and ends on Village Knolls Dr and goes around the back of the houses
CL78	Pyramid Landscape	Pyramid Way	The NE corner of Pyramid Way and York Way	Landscaping along the E side of Pyramid Way from Roberta Ln to commercial property just South of Richards Way
CL79	McCarran Blvd Landscape	McCarran Blvd	NE corner of McCarran Blvd and York Way	Landscaping along the sound wall on the E side of McCarran Blvd from Shelly park to the McCarran and Prater landscaping area

# **Forms**

**(to be used following award of bid)**

## **1) Contract Form**



**PROFESSIONAL SERVICES CONTRACT  
CITY OF SPARKS, NEVADA**

THIS CONTRACT made and entered into on this \_\_ day of \_\_\_\_\_, 20\_\_, by and between the City of Sparks, Nevada, a municipal corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter called "City", and \_\_\_\_\_, a qualified consultant in the class of work required, hereinafter called "Consultant".

**W I T N E S E T H**

WHEREAS, the City desires to engage Consultant in the performance of providing Professional Services which are more fully described in Consultant’s Proposal dated \_\_\_\_\_, attached hereto and incorporated herein by reference. (Hereinafter referenced to as “Proposal”);

WHEREAS, Consultant’s legal status is an Independent Contractor and Consultant is in good standing in the State of Nevada;

WHEREAS, Consultant desires to perform the Program under the terms and conditions set forth herein;

NOW, THEREFORE, IT IS AGREED as follows:

**1. Scope of Work:**

The scope of work for this contract is generally defined as **(INSERT PROJECT TITLE)**. The City’s Contract Documents and Consultant's Entire Proposal are on file with the City of Sparks and may be located within “Attachment A.” All terms, conditions and requirements contained in these Documents, including any and all addenda issued by the City, are hereby incorporated into this Contract. The work scope will include, but not be limited to the tasks outlined in Attachment A.

The Consultant 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 complete all of the work covered by the Contract in connection with strict accordance with the plans, specifications or proposals, 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. Consultant will have the right to control or direct the manner and the order in which it provides the services contemplated under this Agreement.

Consultant represents and warrants that Consultant is engaged in an independent calling and has complied and will continue to comply with all local, state and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services to be performed under this Agreement.

Consultant understands that the services it has been retained to perform may be dangerous or may entail a peculiar unreasonable risk of harm to others unless special precautions are taken and Consultant agrees to exercise reasonable care to take such precautions.





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**2. Payment for Project Services**

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

**3. Term**

This Agreement shall become effective upon contract execution and will continue in effect until

**MO/DY/YR**, or

The Project is completed (Approximately \_\_\_\_\_), or unless earlier terminated as provided herein.

**4. Time Devoted to Work:**

In performing the services contemplated under this Agreement, the services and the hours Consultant is to work on any given day will be on a mutually agreed upon basis, except for attendance at scheduled meetings, and City will rely upon Consultant to put in such number of hours as is reasonably necessary to fulfill the spirit and purpose of this Agreement.

City understands that Consultant is engaged in the same or similar activities for others and that City may not be Consultant's sole client or customer. However, Consultant represents and warrants that it is under no obligation or restriction, nor will it assume any such obligation or restriction, that would in any way interfere or be inconsistent with the services to be performed under this Agreement.

**5. No Unfair Employment Practices:**

In connection with the performance of work under this Agreement, Consultant agrees not to discriminate against any employee or applicant because of race, creed, color, national origin, sex, sexual orientation, disability or age. Any violation of these provisions by Consultant shall constitute a material breach of this contract.

**6. No Illegal Harassment:**

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

**7. Status of Consultant:**

It is the intent of the parties that Consultant shall be considered an independent contractor and that Consultant, and anyone else for whom it is legally liable, shall not be considered employees, servants or agents of the City for any purpose. Furthermore, this Agreement shall not be construed to create a partnership or joint venture between the Consultant and the City.



Neither Consultant nor any of its employees or contractors shall be eligible to participate in City's industrial insurance, unemployment, disability, medical, dental, life or other insurance programs, or any other benefit or program that is sponsored, financed or provided by City for its employees.

Consultant agrees that it shall be Consultant's exclusive responsibility to pay all federal, state, or local payroll, social security, disability, industrial insurance, self-employment insurance, income and other taxes and assessments related to this Agreement. Neither FICA (Social Security), FUTA (Federal Employment), nor local, state or federal income taxes will be withheld from payments to Consultant. Consultant shall at Consultant's expense pay and be fully liable and responsible for, and indemnify and hold harmless City from, any assessments, fines or penalties relating to Consultant's failure to uphold any of these responsibilities.

**8. City Ownership of Proprietary Information:**

All reports, drawings, plans, specifications, and other documents prepared by Consultant as products of service under this Agreement shall be the exclusive property of the City and all such materials shall be remitted to the City by Consultant in a timely manner upon completion, termination or cancellation of this Agreement. Consultant shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Consultant's obligations under this Agreement without the prior written consent of the City.

**9. Public Records:**

Consultant understands that City is subject to the provisions of NRS 239.010. As such, the City may have the duty to disclose the Consultant's reports or recommendations.

**10. Insurance:**

Consultant shall provide proof of Commercial General Liability Insurance and Automobile Liability, Professional Liability and Workers' Compensation (if applicable) 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 and shall meet the following minimum specifications:

CONSULTANT'S ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT CONSULTANTS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE, IN ADVANCE OF RFP, BID OR QUOTE SUBMITTAL, THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF ANY CONSULTANT FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT CONSULTANT MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

**INDUSTRIAL INSURANCE**

It is understood and agreed that there shall be no Industrial Insurance coverage provided for Consultant or any Sub-Contractor of the Consultant by the City. Consultant agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the



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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 Consultant that Consultant shall procure, pay for, and maintain the above mentioned industrial insurance coverage at Consultant's sole cost and expense. Should Consultant be self-funded for Industrial Insurance, Consultant shall so notify City in writing prior to the signing of this Contract. City reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Contract.

#### **MINIMUM LIMITS OF INSURANCE**

Consultant shall maintain coverage and limits no less than:

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

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

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




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## OTHER INSURANCE PROVISIONS

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

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

2. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either CONSULTANT or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to CITY except for nonpayment of premium.

## ACCEPTABILITY OF INSURERS

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

## VERIFICATION OF COVERAGE

Consultant 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.

**All certificates and endorsements are to 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. Consultant must provide the following documents to City of Sparks, Attention: Purchasing Division, P.O. Box 857, Sparks, NV 89432-0857:



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- A. Certificate of Insurance.** Consultant must provide a Certificate of Insurance form to THE CITY OF SPARKS to evidence the insurance policies and coverage required of Consultant.
- B. Additional Insured Endorsements.** An original Additional Insured Endorsement, signed by an authorized insurance company representative, must be submitted to the City, by attachment to the Certificate of Insurance, to evidence the endorsement of THE CITY OF SPARKS as additional insured.
- C. Policy Cancellation Endorsement.** Except for ten days notice for non-payment of premium, each insurance policy shall be endorsed to specify that without thirty (30) days prior written notice to the City, the policy shall not be cancelled, non-renewal or coverage and/or limits reduced or materially altered, and shall provide that notices required by this paragraph shall be sent by certified mailed to the address specified above. A copy of this signed endorsement must be attached to the Certificate of Insurance.
- D. Bonds (as Applicable).** Bonds as required and/or defined in the original bid documents.

### **SUBCONTRACTORS**

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

### **MISCELLANEOUS CONDITIONS**

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



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**11. Indemnity:**

Consultant agrees to defend, indemnify and hold harmless the City, and the employees, officers and agents of the City from any liabilities, damages, losses, claim, actions or proceedings, including, without limitation, reasonable attorneys' fees and costs, to the extent that such liabilities, damages, losses, claims, actions or proceedings are caused by the negligence, errors, omissions, recklessness or intentional misconduct of the Consultant or employees or agents of the Consultant in the performance of the contract. If the insurer by which the Consultant is insured against professional liability does not so defend the City and the employees, officers and agents of the City and the employees, officers and agents of the City and the Consultant is adjudicated to be liable by a trier of fact, the trier of fact shall award 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.

**12. Material Breach of Contract:**

In the event Consultant 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 consultant's failure to cure such breach, 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 Consultant. Non-performance after the first notice of non-performance shall be considered a material breach of contract.

**13. 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 Consultant from damages owed to the City, or seek other remedy including action against all bonds. The Consultant may terminate the Contract for material breach of contract upon thirty (30) days written notice to the City.

Notwithstanding the preceding paragraph, the City may immediately terminate the Agreement, and Consultant waives any and all claim(s) for damages, upon the Consultant's receipt of notice under the following conditions:

- a) If funding is not obtained, continued, or budgeted at levels sufficient to allow for purchase of the services contemplated under this Agreement per Section 22 of this Agreement;
- b) If any federal, state or local law, including but not limited to, statutes, regulations, ordinances and resolutions, is interpreted by a third party judicial, legislative or administrative authority in such a way that the services contemplated under this Agreement are no longer authorized for purchase or appropriate for City financial participation;
- c) If Consultant fails to comply with any local, state or federal law regarding business permits and



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licenses required to perform the services to be performed under this Agreement or

- d) If it is found that any quid pro quo or gratuities were offered or given by the Consultant to any officer or employee of the City with a view towards securing favorable treatment with respect to awarding, extending, amending or making any determination with respect to the performance of this Agreement.

The indemnity and conflict resolution obligations of this Agreement shall survive the termination of this Agreement and shall be binding upon the parties' and the parties' legal representatives, heirs, successors and assigns.

The City may terminate this agreement for any reason without penalty upon giving thirty (30) days written notice to the Consultant. 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.

#### **14. Licenses and Permits:**

The Consultant 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 consultants 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 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."

#### **15. Drafting Presumption:**

The parties acknowledge that this Agreement has been agreed to by both parties, that both parties have consulted or have had the opportunity to consult with attorneys with respect to the terms, and that no presumption shall be created against the City as the drafter of the Agreement.

#### **16. Governing Law:**

The laws of the State of Nevada shall govern this Agreement without regard to conflicts of law principles.

#### **17. Jurisdiction and Venue:**

Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement must be brought against either of the parties in the courts of the State of Nevada, County of Washoe. Each of the parties consents to the jurisdiction of the court (and of the appropriate appellate court) in any such action or proceeding and waives any objection to venue laid therein.



**18. Claims:**

Pursuant to NRS 268.020, which the parties agree to abide by contractually, all demands and accounts against the City must be presented to the Council, in writing, within six (6) months from the time the demands or accounts become due. No demand or account may be audited, considered, allowed or paid by the City unless this requirement is strictly complied with.

**19. 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 Consultant shall not assign this Contract without the written consent of the City which will not be unreasonably withheld.

**20. 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):

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

CONSULTANT:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**21. Entire Contract:**

This Contract and all associated documents associated by reference constitute 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.

**22. 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.

**23. Annual Appropriation of Funds:**

Multi-year 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 1<sup>st</sup> and ends June 30<sup>th</sup> 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





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funds in the ensuing fiscal year and the termination of this contract by lack of appropriation shall be without penalty.

**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 hereof.

**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.

**THIS SECTION INTENTIONALLY LEFT BLANK**



**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.

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.

\_\_\_\_\_  
(Consultant)

CITY OF SPARKS, NEVADA  
A Municipal Corporation

By: \_\_\_\_\_

By: \_\_\_\_\_  
(Authorized Signature)

\_\_\_\_\_  
(Title)

APPROVED AS TO FORM

ATTEST:

\_\_\_\_\_  
City Attorney

\_\_\_\_\_  
City Clerk (As Required)



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**Attachment A**

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