

LANDSCAPING SERVICES AGREEMENT

This Landscaping Services Agreement (the “Agreement”) is made and entered into as of _____ (the “Effective Date”) by and between the City of North Las Vegas, a political subdivision of the State of Nevada (the “City”) and Par-3 Landscape & Maintenance, Inc., a Nevada corporation (“Provider”).

WITNESSETH:

WHEREAS, the City requires labor and equipment necessary to provide complete and continuous maintenance at Craig Ranch Regional Park and a portion of the Las Vegas Valley Wash trail, as detailed on Invitation to Bid B1619 (“Invitation to Bid”), attached hereto as Exhibit A (the “Services”); and

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services as outlined in this Agreement, including Exhibit A and Exhibit B.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

SECTION ONE SCOPE OF SERVICES

Provider shall perform the Services in accordance with Exhibit A and the terms, conditions and covenants set forth in this Agreement and the Provider’s bid dated December 2, 2020 (“Bid”) attached hereto as Exhibit B, complying with the terms of the Invitation to Bid, attached hereto as Exhibit A. Any modification to the Services must be specified in a written amendment to this Agreement that sets forth the nature, scope, and payment for the Services as modified by the amendment.

SECTION TWO TERM

This Agreement shall commence on the Effective Date and will continue to be in effect until for three (3) years (the “Term”), unless earlier terminated in accordance with the terms herein. All Services shall be completed by the end of the Term. If the City determines, in its sole discretion, that Provider has satisfactorily performed its obligations under this Agreement, the City Manager may extend the Term for up to two (2) additional one-year period(s) upon written notice to the Provider.

SECTION THREE COMPENSATION

Provider will provide the Services at the prices in the Bid which remain in effect for the Term of the Agreement, which includes all fees for time and labor, overhead materials,

equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is Six Hundred Eighty-Eight Thousand, Three Hundred Eight Dollars and 00/100 (\$688,380.00). The total not to exceed amount of this Agreement with all renewals is Three Million, Four Hundred Forty-One Thousand, Nine Hundred Dollars and 00/100 (\$3,441,900.00).

SECTION FOUR TERMINATION OR SUSPENSION OF SERVICES

4.1. This Agreement may be terminated, in whole or in part, with or without cause, by the City upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2. This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3. The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

SECTION FIVE PROVIDER REPRESENTATIONS AND WARRANTIES

5.1. The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1. Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2. The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3. All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall

be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

SECTION SIX INDEMNIFICATION

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

SECTION SEVEN INDEPENDENT CONTRACTOR

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

SECTION EIGHT CONFIDENTIALITY AND AUTHORIZATIONS FOR ACCESS TO CONFIDENTIAL INFORMATION

8.1. Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent.

8.2. Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data,

information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion.

SECTION NINE INSURANCE

9.1. Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1. Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2. Commercial General Liability (CGL) : Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3. Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage. Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

9.1.4. Contractors Pollution Legal Liability: with limits no less than \$1,000,000 per occurrence or claim, and \$1,000,000 policy aggregate.

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

9.1.5.1. Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.1.5.2. Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as

broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.1.5.3. Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

9.1.5.4. Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9.1.5.5. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

9.1.5.6. Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.1.5.7. Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.1.5.8. Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

9.2 Provider shall deliver certificates of insurance indicating that such insurance is in effect to the City before commencement of the Services under this Agreement. If Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the

Effective Date of this Agreement, and the certificate of insurance shall state that coverage is claims-made and the retroactive date. Provider shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by Provider pursuant to this Agreement.

9.3 All insurance policies required hereunder, and all renewals, shall be provided by a company or companies authorized to do business in Nevada and shall expressly:

9.3.1. Waive subrogation against the City, its officers, agents, servants and employees;

9.3.2. Provide that they are primary and noncontributing with any insurance which the City may carry;

9.3.3. Include or be endorsed to cover Provider's contractual liability to the City; and

9.3.4. Disclose all deductible and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City.

SECTION TEN NOTICES

10.1. Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas
Attention: Brittany Contardi
2250 Las Vegas Blvd., North, Suite 710
North Las Vegas, NV 89030
Phone: 702-633-1463

To Provider: Par-3 Landscape & Maintenance, Inc.
Attention: Kam Brian, Esq.
4610 Wynn Road
Las Vegas, NV 89103
Phone: 702-253-7878

10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

SECTION ELEVEN SAFETY

11.1. Obligation to Comply with Applicable Safety Rules and Standards. Contractor shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Contractor further recognizes that, while Contractor is performing any work on behalf the City, under the terms of this Agreement, Contractor agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.

11.2. Safety Equipment. Contractor will supply all of its employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

SECTION TWELVE ENTIRE AGREEMENT

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

SECTION THIRTEEN MISCELLANEOUS

13.1. Governing Law and Venue. The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.2. Assignment. Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

13.3. Amendment. This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4. Controlling Document. To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5. Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6. Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7. Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8. Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9. No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10. Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.11. Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12. Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13. Public Record. Pursuant to NRS 293.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted

by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14. Interpretation. The language of this Agreement has been agreed to by both parties to express their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15. Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16. Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17. Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.


[The remainder of page is intentionally left blank. Signature page to follow.]

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas,
a Nevada municipal corporation

Par-3 Landscape & Maintenance, Inc.,
a Nevada corporation

By: _____
John J. Lee, Mayor

By: 
Name: KAM BRIAN
Title: CHIEF OPERATING OFFICER

Attest:

By: _____
Catherine A. Raynor, MMC, City Clerk

Approved as to form:

By: _____
Micaela Rustia Moore, City Attorney

EXHIBIT A

Invitation to Bid – B1619

Please see the attached page(s).

Mayor
John J. Lee

City Manager
Ryann Juden

Council Members
Scott Black
Pamela A. Goynes-Brown
Isaac E. Barron
Richard J. Cherchio



Finance Department
Purchasing Department
2250 Las Vegas Boulevard, North · Suite #710 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1745 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

November 10, 2020

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails

Bids will be received electronically only through the Nevada Gov eMarketplace (NGEM) System at www.ngemnv.com until **December 2, 2020, 2020 at 10:00 A.M.** (the "Bid Due Date"). **A Bid opening will be held on a conference call via Google Meet, Telephone #1-520-800-2836, Meeting Pin#836 787 348#**. The purpose of this meeting is to disclose Respondents and their response totals only. All other information should be requested as a public records request.

An optional Pre-Bid Meeting will be held on **November 17, 2020 at 10:00 a.m.** via Google Meet conference call, Telephone #**1-786-886-2618**, Meeting Pin#**257 210 261#**. The purpose of this meeting is to discuss the Invitation to Bid requirements and answer any questions or concerns. Any and all questions asked during this meeting must be sent via email or submitted in NGEM at the conclusion of the Pre-Bid Meeting.

All questions or concerns must be submitted electronically in the NGEM System or via e-mail to Joy Yoshida, Buyer at yoshidaj@cityofnorthlasvegas.com. The cut-off time for all questions is **November 24, 2020, at 12:00 p.m.** All questions received will be consolidated and answered AFTER the question cut off period via Addendum on NGEM. Any questions received after the question cut off period will not be answered.

Bid documents may be accessed at www.ngemnv.com or on the City of North Las Vegas Purchasing Web Page (listed above). The City reserves the right to reject any and all Bids, waive any informality or technicality, or to otherwise accept Bids deemed in the best interest of the City.

Joy Yoshida

Joy Yoshida
Buyer

Published in the Las Vegas Review Journal
(November 10, 2020)

**CITY OF NORTH LAS VEGAS INVITATION TO BID
BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails**

1. PUBLIC RECORDS:

The Bid documents and all Bids submitted in response thereto are public records. You are cautioned not to put any material into the Bid that is proprietary in nature. The City is a public agency as defined by state law. As such, it is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). The City's Records are public records, which are subject to inspection and copying by any person, unless declared by law to be confidential.

2. PERFORMANCE OF WORK:

The selected Respondent shall perform all work as may be necessary to complete the Contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, labor and incidentals necessary to complete the project.

3. FORM OF CONTRACT:

Execution of the Contract by all named parties will authorize delivery of services obtained under this Invitation to Bid.

4. ELECTRONIC BID THROUGH NGEM SYSTEM:

Bids must be submitted online through the Nevada Government eMarketplace (NGEM). The NGEM System is an electronic bidding system used by a consortium of local government entities in Nevada for supplier registration and the submission of electronic bids and proposals. The NGEM System is available at www.ngemnva.com. There is no cost for any Respondent to use the NGEM System, however, all Respondents must register prior to gaining access to see the details of any solicitation and to submit a bid or proposal online. All Bids must be submitted on the NGEM System no later than the Bid Due Date and time. Per the Terms of Use of the NGEM System, Bids may not be submitted after the Bid Due Date, and the server clock will govern.

5. EXPLANATION TO RESPONDENT:

Any explanations desired by Respondent regarding the meaning or interpretation of specifications must be requested in writing and with sufficient time allowed for a reply to reach Respondent before submission of their Bid. Oral explanations given before the award of the contract will not be binding. Any written interpretation made will be furnished to all Respondents and its receipt by the Respondent will be acknowledged. Interpretation of the meaning of the plans, specifications, or other pre-Bid documents will not be binding if presented to any Respondent orally. Every request for such interpretation should be in writing addressed to Joy Yoshida Buyer at yoshidaj@cityofnorthlasvegas.com. Any and all such interpretations and any supplemental instructions deemed necessary will be in the form of a written addendum to the specifications which, if issued, will be posted on NGEM. Failure of any Respondent to receive any such addendum or interpretation shall not relieve such Respondent from any obligation under these Bid documents as submitted. All addenda issued shall become part of the Bid documents.

6. METHOD OF EVALUATION AND AWARD OPTIONS:

The evaluation of this Bid will be conducted by City personnel. The City will award this Bid to the Respondent(s) that submits the lowest responsive and responsible Bid deemed to be in the City's best interest. The City reserves the right to reject all Bids. Pursuant to NRS 332.065(3), the City shall not enter into a contract with a Respondent to this Bid unless the contract includes the written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

7. ASSIGNMENT OF CONTRACTUAL RIGHTS:

It is agreed that the Contract must not be assigned, transferred, conveyed, or otherwise disposed of by either party in any manner, unless approved in writing by the other party or unless otherwise allowed pursuant to NRS 332.095(2). The Respondent will be an independent contractor for all purposes and no agency, either expressed or implied, exists.

8. CONDITIONS OF BID SUBMITTAL:

- (a) The Bid must be signed by a duly authorized official of the proposing firm or company submitting the Bid.
- (b) No Bid will be accepted from any person, firm, or corporation that is in arrears for any obligation to the City, or that otherwise may be deemed irresponsible or unresponsive by City staff or City Council.
- (c) No Bid will be accepted from any person, firm, or corporation if that person, firm, or corporation or any of its principals are debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from transactions with any federal or state department or agency. By signing and submitting a Bid to the City, the Respondent certifies that no current suspension or debarment exists.
- (d) All Bids shall be prepared in a comprehensive manner as to content, but no necessity exists for expensive binders or promotional material.

9. BID PROTESTS:

The City will publish the Recommendation of Award Notification on NGEM. . Any Respondent may file a notice of protest regarding the proposed award of the Contract by the North Las Vegas City Council. Respondents will have five (5) business days from the date the Recommendation of Award is published to submit the written protest to the City Clerk. The written protest must include a statement setting forth, with specificity, the reasons the person filing the protest believes that applicable provisions of the Bid documents or law were violated. At the time a notice of protest is filed, the person filing such notice of protest shall post a bond with a good and solvent surety authorized to do business in the State of Nevada, and supply it to the City Clerk. The bond posted must be in an amount equal to the lesser of: (i) twenty-five percent (25%) of the total value of the Bid submitted by the person filing the notice of protest; or (ii) two hundred fifty thousand dollars (\$250,000).

A notice of protest filed in accordance with this section shall operate as a stay of action in relation to the award of the Contract until a determination is made by the North Las Vegas City Council. A person who makes an unsuccessful Bid may not seek any type of judicial intervention until after the North Las Vegas City Council has made a determination on the notice of protest and awarded the contract. Neither the City nor any authorized representative of the City is 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.

If a protest is upheld, the bond posted and submitted with the notice of protest will be returned to the person who posted the bond. If the protest is rejected, a claim may be made against the bond by the City in an amount equal to the expenses incurred by the City because of the unsuccessful protest.

10. LICENSES:

All Respondents must provide a copy of all appropriate licenses in accordance with the laws of the State of Nevada, prior to submission of Bids for this project. Upon award, the successful Respondent will be required to obtain a North Las Vegas Business License.

11. PUBLIC OPENING:

Bids received will be opened and the name of the Respondent's company will be read via conference call at the time and place indicated in the Bid documents. Respondents, their authorized agents, and the public are invited to call in. No responsibility will attach to any City official or employee for the pre-opening of, or the failure to open, a Bid not properly addressed or identified.

12. TERM OF THE CONTRACT:

The contract shall have a term of three years with two, one year extensions at the sole discretion of the City Manager.

13. INSURANCE:

Prior to the commencement of the Contract, each successful Respondent must provide properly executed Certificates of Insurance to the City, which shall clearly evidence all insurance required by the City, including a policy or certificate of comprehensive general liability insurance in which the City, its public officials, officers, employees, agents, and volunteers shall be the named insured or be named as an additional insured. In compliance with this provision, the Respondent may file with the City a satisfactory policy providing a minimum \$1,000,000 "blanket coverage" policy or certificate of insurance. Such insurance will be primary and any insurance or self-insurance maintained by the City will apply in excess of, and not contribute with, the insurance required. Required insurance shall not be canceled, allowed to expire, or be materially reduced in coverage until after 30 days' written notice has been given to and approved in writing by, the City Attorney or the City Risk Manager.

The Respondent shall secure, maintain in full force and effect, and bear the cost of the following insurances throughout the duration of the contract:

Commercial General Liability (CGL) : Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage.

Requested Liability limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

Workers Compensation: Each successful Respondent shall secure, maintain in full force and effect, and bear the cost of complete Worker's Compensation Insurance in accordance with the Nevada Industrial Insurance Act - Nevada Revised Statutes, Chapter 616A-616D, inclusive, for the duration of the Contract and shall furnish the City, prior to the execution of the Contract, a Certificate of Insurance which meets the requirements of the Nevada Industrial Insurance Act. The City, or any of its officers or employees, will not be responsible for any claims or suits in law or equity occasioned by the failure of the successful Respondent to comply with the provisions of this paragraph. If the successful Respondent has no employees, then Exhibit D- Affidavit of Rejection of Coverage for Workers' Compensation must be completed and submitted with response to this Proposal.

Contractors Pollution Legal Liability: with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

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

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

Such insurance shall include the specific coverage set out herein and be written for NOT LESS THAN the limits of liability and coverage provided in the "Insurance Service Office", or required by law and other governing agencies, whichever is greater. The cost of this insurance shall be deemed included in the Bid prices and no additional compensation will be made.

In addition, the Respondent shall furnish evidence of a commitment by the insurance company to

notify the City by registered mail of the expiration or cancellation of the insurance policies required not less than 30 days before the expiration or cancellation is effective.

14. INDEMNITY:

The successful Respondent agrees to defend, indemnify, and hold the City, its officers, agents, and employees, harmless from any and all liabilities, causes of action, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents, or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Respondent, its subcontractors, agents, and employees, in the fulfillment or performance of the work described herein until such time as the applicable statutes of limitation expire.

15. PROVISIONS PROVIDED BY LAW:

Each and every provision and clause required by law to be inserted in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract forthwith shall be physically amended to make such insertion or correction. The Respondent's attention is directed to the fact that all applicable city, county, state, and federal laws, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the Contract throughout its duration and such laws, rules, and regulations will be deemed to be included in the Contract the same as though they had been written out in full herein.

16. ADDENDA INTERPRETATIONS:

If it becomes necessary to revise any part of this Bid, a written or electronic addendum will be provided publicly. The City is not bound by any oral clarifications changing the scope of work for this project.

17. CANCELLATION OF CONTRACT:

The City reserves the right to cancel the award or execution of any contract at any time before the Contract has been approved by the City Council without any liability or claims thereof against the City.

18. TERMINATION FOR CONVENIENCE:

The City shall have the right at any time to terminate further performance of the Contract, in whole or in part, for any reason whatsoever (including no reason). Such termination shall be effected by written notice from the City to the Respondent, specifying the extent and effective date of the termination. On the effective date of the termination, the successful Respondent shall terminate all work and take all reasonable actions to mitigate expenses. The successful Respondent shall submit a written request for incurred costs for services performed through the date of termination within 30 days of the date of termination. All requests for reimbursement of incurred costs shall include substantiating documentation requested by the City. In the event of such termination, the City agrees to pay the successful Respondent, thirty days after receipt of a correct, adequately documented written request. The City's sole liability under this Paragraph is for payment of the costs for the services requested by the City and actually performed by the successful Respondent.

19. TAXES:

The City is exempt from state, retail, and federal excise taxes. The Bid price must be net, exclusive of taxes.

20. EXCEPTIONS:

Each Respondent must list on a separate document any exceptions to specifications and attach it to their Bid. Exceptions, deviations, or contingencies requested in Respondent's bid response, while possibly necessary in the view of the Respondent, may result in lower scoring or disqualification of a Bid response. **A template of the City of North Las Vegas Service Agreement is attached in**

Exhibit F. Any and all exceptions to this document must be declared at the time of submission.

21. FISCAL FUNDING OUT:

In the event the City fails to appropriate funds for the performance of the Contract, the Contract will terminate once the existing funds have been exhausted.

22. LIMITATION OF FUNDING:

The City reserves the right to reduce estimated or actual quantities, in whatever amount necessary, without prejudice or liability to the City, if funding is not available or if legal restrictions are placed upon the expenditure of monies for the services required under the Contract.

23. ESCALATION:

Prices may not be increased during the first 3-year term (the "Initial Term"). The price submitted in your Bid must remain firm throughout the Initial Term of the contract. Any intended escalation for the two (2) possible extensions must be included in the Respondent's Bid. If escalation(s) are not included for the two (2) possible extensions, the price for the Initial Term will apply for each possible extension.

24. AUDIT OF RECORDS:

- (a) The successful Respondent agrees to maintain financial records pertaining to all matters relative to this Bid in accordance with standard accounting principles and procedures and to retain all records and supporting documentation applicable to this Bid for a period of three (3) years after completion of this Bid and any subsequent extensions thereof. All records subject to audit findings shall be retained for three (3) years after such findings have been resolved. In the event the successful Respondent goes out of existence, the successful Respondent shall turn over to the City all of its records relating to this Bid. The successful Respondent agrees to give the City access to records immediately upon request.
- (b) The successful Respondent agrees to permit the City or the City's designated representative(s) to inspect and audit its records and books relative to this Bid at any time during normal business hours and under reasonable circumstances and to copy and/or transcribe any information concerning successful Respondent's operation hereunder, at the City's discretion. The successful Respondent further understands and agrees that said inspection and audit would be exercised upon written notice. If the successful Respondent or its records and books are not located within Clark County, Nevada, and in the event of an inspection and audit, successful Respondent agrees to deliver the records and books or have the records and books delivered to the City or the City's designated representative(s) at an address within the City as designated by the City. If the City or the City's designated representative(s) finds that the records and books delivered by the successful Respondent are incomplete, the successful Respondent agrees to pay the City's or the City's representative(s)' costs to travel (including travel, lodging, meals, and other related expenses) to the successful Respondent's offices to inspect, audit, retrieve, copy and/or transcribe the complete records and books. The successful Respondent further agrees to permit the City or the City's designated representatives to inspect and audit, as deemed necessary, all records of this project relating to finances, as well as other records including performance records that may be required by relevant directives of funding sources of the City.

- (c) If, at any time during the term of this Bid, or at any time after the expiration or termination of the Bid, the City or the City's designated representative(s) finds the dollar liability is less than payments made by the City to the successful Respondent, the successful Respondent agrees that the difference shall be either: (i) repaid immediately by the successful Respondent to the City or (ii) at the City's option, credited against any future billings due the successful respondent.
- (d) The successful Respondent must assert its right to an adjustment under this clause within 30 days from the date of receipt of the written order; however, if the City decides that the facts justify, the City may receive and act upon an invoice submitted before final payment of the Bid.
- (e) The successful Respondent shall provide current, complete, and accurate documentation to the City in support of any equitable adjustment. Failure to provide adequate documentation, within a reasonable time after a request from the City will be deemed a waiver of the successful respondent's right to dispute.

25. INDEPENDENT CONTRACTOR:

In the performance of services under the Contract, the successful Respondent and any other persons employed by it shall be deemed to be an independent contractor and not an agent or employee of the City. The City shall hold the successful respondent company ("Company") as the sole responsible party for the performance of the Contract. The Respondent shall maintain complete control over its employees. Nothing contained in this Invitation to Bid, the Contract, or awarded by the City shall create a partnership, joint venture, or agency. Neither party shall have the right to obligate or bind the other party in any manner to any third party. The Contract may not be subcontracted.

26. COMPANY PERSONNEL:

The successful Respondent is solely responsible for the supervision and control of its staff performing work under the Contract; however, the City reserves the right to request removal from its premises the successful Respondent's "on site" staff personnel for just cause, and the successful Respondent shall take reasonable action to comply with the request. Upon award of the Contract, a listing of all personnel authorized to participate in the awarded program shall be submitted and included as part of the executed agreement. The successful Respondent (and employees performing work) may be required to go through a City Background check which can be coordinated with the City's HR department if the successful Respondent will be performing work on City Property or have access to the City's network or data. Successful Respondent shall be notified during the contract phase what background check requirements apply to the contract.

27. KEY PERSONNEL:

The City designates Joy Yoshida Buyer, as the responsible party for managing this Bid Advertisement. She can be reached at 702-633-1745 or at yoshidaj@cityofnorthlasvegas.com and is available Monday through Thursday from 6:30 m to 4pm.

The City also designates Tracey Farage, Recreation Supervisor, as the project manager for this service. She can be contacted at 702-633-1522 or at faraget@cityofnorthlasvegas.com and is available Monday through Thursday from 8am to 4pm.

The cutoff date for any questions regarding this is **November 24, 2020, at 12:00 p.m. Pacific Standard Time. Any questions submitted beyond this cut off time will not be answered.**

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails**

DEFINITIONS

Bid - document submitted by Respondent in NGEM to the City of North Las Vegas offering the product or service that meets the requested specifications. Respondent will fill out the bid document with their price offering and complete all required documents

Certificates of Insurance – a document issued by an insurance company/broker that is used to verify the existence of insurance coverage under specific conditions granted to listed individuals. This document should list the effective date of the policy, the type of insurance coverage provided and the type and dollar amount of applicable liability and shall list the City of North Las Vegas, its public officials, officers, employees, agents, and volunteers, as an additional insured.

City - the City of North Las Vegas.

City Attorney – the lawyer employed by the City, who is legally appointed as legal counsel to transact business on the City's behalf.

City Clerk - a public officer charged with recording the official proceedings and vital statistics of the City.

City Council - the legislative body that governs the city.

City Manager - a person not publicly elected but appointed by the City Council to manage the City.

City Records - information, minutes, files, accounts or other records which the City is required to maintain, and which must be accessible to scrutiny by the public.

City Staff - any person currently employed by the City.

Contract – the written agreement between the City and the Respondent selected by the City as having the best Proposal, as approved by City Council and fully executed by the parties.

Invitation to Bid - the official legal published advertisement of the bid requirements.

Key Personnel - defined City employees listed in Paragraph 27.

Pre-Bid Meeting – a meeting that Respondent may attend to have the project requirements defined. This allows the Respondent to ask questions necessary to enable Respondent to provide a bid.

Nevada Public Records Law – as defined in NRS Chapter 239.

Purchasing Department – Department that reviews the bids for compliance to specifications, reviews the pricing, and awards the bid to the most responsive and responsible Respondent.

Recommendation of Award Notification – notification to the general public the City has recommended a Respondent who has been selected based on having the best bid/proposal by meeting the Criteria listed in the bid/Proposal documents. This Recommendation of Award goes to the City Council and upon City Council approval will be selected to fulfill the requirements as outlined in the bid.

Representative – person who represents a company and compiles questions to enable the company to submit a bid that accurately identifies the City's requirements.

Respondent – Vendor who offers the requested product or service to the City on the official bid document.

Subcontractor – a person who, or business that, contracts to provide some service or material necessary for the performance of another's contract.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails**

SCOPE OF WORK

1. PURPOSE

1.01 The purpose of this section is to define for the Contractor and the City a specific set of performance standards for the various aspects of the maintenance work that constitutes a safe, clean, attractive and thriving project landscape.

2. DEFINITIONS

2.01 Project Administrator - (PA) shall be the designated City of North Las Vegas, Neighborhood and Leisure Services representative who will be the Contractor's contact person on all matters of responsibility pertaining to execution of this contract.

a. The term "Owner," where used herein, shall mean the following:
City of North Las Vegas (CNLV) or its authorized representative. Tracey Farage, Recreation Supervisor, (702) 633-1522, is the authorized representative. All reports, communications, and invoices will be sent via e-mail to crrp@cityofnorthlasvegas.com and faraget@cityofnorthlasvegas.com

b. The term "Contractor" where used herein, shall mean the Contractor or Subcontractor who enters into a contract to perform landscape maintenance work.

c. The term "Project Site" where used herein, shall mean the specific area and elements of that area are to be maintained, as described in the bid. The term "Maintenance Contract" where used herein, shall mean the Landscape Maintenance Agreement used solely for a maintenance project.

3. SCOPE OF WORK

3.01 The scope of work consists of furnishing labor and equipment necessary to provide complete and continuous maintenance at Craig Ranch Regional Park and the portion of the Las Vegas Valley Wash trail located within the North Las Vegas city limits as described in the attached exhibits of the following:

- a. Plant Material (to be provided on bid list)
- b. Control, programming and maintenance of the irrigation system, including everything down-stream from the water meters, unless otherwise specified. CNLV to provide parts.
- c. Ground plane surface within the project site, including but not limited to parking lots, walkways, gravel mulch, organically mulched areas, walls, headers, and mow strips.
- d. Other items as identified in the Contract Documents, if applicable.

3.02 Specific performance standards for each of these areas of responsibility are included in the following sections of the City of North Las Vegas Parks Services Landscape Maintenance Standards (Exhibit K), and are to be followed unless otherwise stated in writing by the Project Administrator.

3.03 Pre-Commencement Acceptance Forms- Contractor to provide PA with report

upon (joint inspection) with PA's representative, detailing items below for each site within two weeks of award of contract.

- a. Plant Materials: General condition of existing plant materials including trees, shrubs, vines, ground covers, and lawn: record plant materials which are damaged or dying.
- b. Irrigation System: General condition of existing irrigation system, making sure that faulty electrical controllers, broken or inoperable sprinkler heads or broken pipes or other malfunctioning items are reported.
- c. General Site: Including walkways, planter beds, and turf.
- d. Playgrounds, picnic areas, shade shelters, gazebos.

3.04 See attached (Exhibit G, H, K), for all forms needed to be completed and turned in with monthly billing.

- a. Exhibit G Schedule of Monthly Maintenance .Operations Report (14.01, 14.02)
- b. Exhibit H Contractor Complaint Log (10.03)
- c. Exhibit K City of North Las Vegas Park Services Landscape Maintenance Standards

4. GENERAL REQUIREMENTS

4.01 All work shall be performed in a professional, workmanship-like manner using quality equipment and materials.

4.02 Contractor shall provide the labor and equipment necessary for the provision of grounds and landscape maintenance services, except as otherwise specified hereinafter. No work of the contract will be sub contracted by the Contractor without the express written permission of the PA. The premises shall be maintained with nothing but acceptable City of North Las Vegas Park Services Landscape Maintenance Standards (Exhibit K) at no less than the frequencies set forth herein.

4.03 In accordance with acceptable City of North Las Vegas Park Services Landscape Maintenance Standards (Exhibit K) and practices, including those specific practices set forth below and applicable codes, laws and regulations, do work necessary to promote and maintain the healthy growth and attractive appearance of the project site.

4.04 Contractor shall provide monthly via e-mail a Schedule of Monthly Maintenance Operations (Exhibit G) and Complaint Logs (Exhibit H). Failure to provide required reports will result in violation of Section 7.01.

- a. Name of maintenance foreman or person filing report.
- b. Period covered by report and other noteworthy or key dates.
- c. Names of crew persons working on job. Owner to be notified of changes in personnel within 2 working days.
- d. Work performed and completed to date and projected work for the next month.
- e. Synopsis of weather conditions for the month noting extremes in wind, rain, temperature, etc.
- f. Application of agricultural chemicals and fertilizers used on site including type, rates, purpose for application, and results of application.
- g. List of maintenance equipment used on site.
- h. Condition of plant material, specifically noting physical abnormalities related to temperature, moisture, insects, diseases, poor drainage, death and replacement, etc.
- i. Report vandalism.

- j. Irrigation schedule changes, inspections and current status.
- k. Provide equipment, materials and labor necessary to complete the work.
Equipment shall be maintained in a clean condition.

4.05 Contractor is to provide landscape and grounds maintenance services including, but not limited to, the maintenance of turf, ground cover, shrubs and trees; renovation of turf and ground cover areas; the pruning of trees and shrubs; providing weed control; parking areas; disease and pest control; picnic areas; gazebo; community gardens; playgrounds; operating and maintaining specific components of the irrigation system; and the maintenance of any appurtenant structures and equipment pursuant to specifications and frequencies established by the City of North Las Vegas, Parks Services Division, as set forth herein.

4.06 Contractor shall not work or perform any operations during periods of inclement weather, which may destroy or damage ground cover, athletic or turf areas.

4.07 The Contractor recognizes that during the course of this Agreement, interfacing activities may be conducted by City work forces and other contracted parties that may hinder their work. These activities may include but not be limited to, special events, landscape refurbishment, irrigation system modification or repair, construction and/or storm-related operations. The Contractor may be required to modify or curtail certain of his operations during these periods and shall promptly comply with any request by the Project Administrator (PA).

4.08 Contractor shall respond to all emergencies within two (2) hours of notification. Any call out responses after regular working hours agreed upon by contractor and PA shall be paid according to bid price on additional work labor cost sheet. All notification will be done via phone and documented with an e-mail by the PA. Contractor is required to respond to the call out and document response via e-mail within 24 hours on remedy of complaint.

4.09 The Contractor shall perform a maintenance inspection weekly during daylight hours of all areas within the premises. Such inspection shall be both visual and on-site, and shall include inspection of the entire irrigation system to check for proper condition, operations, and reliability.

4.10 The Contractor shall notify the PA in writing of specialty type maintenance, i.e., fertilizer, herbicide, insecticide, and of major cultural practices, 48 hours in advance.

5. SITES TO BE MAINTAINED

5.01 The park sites to be maintained under the provisions of this Agreement are specified sites listed. These locations are diversely landscaped with turf ground cover, shrubs, trees, cacti, and are irrigated by manual and/or automatically controlled systems.

5.02 Contractor acknowledges he/she has visited the sites and the surrounding areas and has evaluated the extent to which the physical condition thereof will affect the services to be provided. Contractor accepts the premises in its present physical condition, and agrees to make no demands upon City/or any improvements or alterations thereto.

6. CERTIFICATIONS/REPORTS

6.01 Payment

Contractor will submit a monthly invoice to the City either by mail or electronically through e-mail and will be paid monthly in arrears based on the monthly price submitted in the bid. Periods of less than one month will be pro-rated on the monthly bid price. City reimbursement schedule can take up to thirty days after payment submitted.

6.02 Maintenance Function Reports

Contractor shall maintain and keep current a record of all ongoing, seasonal, and additional maintenance functions performed on a daily basis, by Contractor's personnel. Said report shall be in a format acceptable to the PA and shall be submitted to the PA concurrently with the monthly invoicing. The monthly payment will not be processed until such report is received by the PA. All payments be made monthly in arrears.

6.03 Certification

When applicable, the Contractor shall submit with the monthly invoice an attached report indicating, for those specialty type maintenance operations completed, the following information:

- a. Quantity and complete description of all commercial and organic fertilizer(s) used.
- b. Quantity and label description of all grass seed used.
- c. Quantity and complete description of all soil amendments used.
- d. Copies of corresponding pesticide use report signed by a licensed Nevada Pest Control Operator for all chemical, disease and pest control work performed.

7. CONTRACTOR'S NONCOMPLIANCE

7.01 If the PA determines that there are deficiencies in the performance of this Agreement, the PA will provide a written or electronic notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the PA may:

- a. Deduct from Contractor's payment those applicable portions of the Monthly Contract Sum;
- Upon receiving electronic notification and failure to respond within five (5) days' notice to the Contractor for failure to correct the deficiencies, correct any and all deficiencies, and the total costs incurred by completion of the work by an alternate source, whether it be City forces or separate private contractor, will be deducted and forfeit from the payments to the Contractor from the City.
- Failure to respond via electronic communication for (2) hour emergency service, (24) hour or next scheduled working day response will result in a penalty letter being issued.
- These actions will be construed as a penalty for adjustment of payment to Contractor to recover City cost due to the failure of the Contractor to complete or comply with the provision of this Agreement. Failure to respond to electronic complaints, required reports, or emergency service requests will result in a penalty letter being issued (Section 4.04, 4.08). The City's issuance of three (3) penalty letters to a Contractor during any 12 month period constitutes grounds for termination of the contract.

8. ADDITIONAL WORK

8.01 The PA may, at his discretion, authorize the Contractor to perform additional work including, but not limited to. special event needs, rentals needs, graffiti abatement, tree pruning above six feet, main line repairs (main line described as greater than 6"), rockscape/turf install and/or removal, pressure washing, repairs and replacements when the need for such work arises out of extraordinary incidents such as vandalism, acts of god, and third-party negligence; or improvements in order to add new, modify existing, or to refurbish existing landscaping and irrigation systems. Additional Labor Cost if the PA determines that the labor for work resulting from vandalism, acts of god or third-party negligence can be performed by Contractor's present work force, PA may modify the Contractor's Ongoing Maintenance Schedule in order to compensate Contractor in performing said work. Absent said modification, any work not provided for elsewhere in this Agreement and authorized by the PA and performed by the Contractor shall be paid for only upon approval of a time and materials proposal.

8.02 Prior to performing any additional work, the Contractor shall prepare and submit a written description of the work with an estimate of labor and materials. No work shall commence without the written authorization from the PA. Notwithstanding the above authorization, when a condition exists wherein there is imminent danger of injury to the public or damage to property, the PA may verbally authorize the work to be performed. Upon receiving a verbal authorization, the Contractor shall submit a written estimate to the PA for approval.

8.03 All additional work shall commence on the specified date established and Contractor shall proceed diligently to complete said work within the time allotted.

9. DAMAGES BY CONTRACTOR

9.01 All damages to existing facilities caused by the Contractor or his employees or agents shall be repaired or replaced at the Contractor's expense. All damages caused by the Contractor's inaction shall also be the Contractor's responsibility.

9.02 All such repairs or replacements shall be completed within the following time limits:

- a. Irrigation damage shall be repaired or replaced within one watering cycle.
- b. All damages to shrubs, trees, turf or ground cover shall be repaired or replaced within five (5) working days
- c. Provide to PA, as-built drawing for any modification resulting from landscape contractor's repairs within (5) working days.

9.03 All repairs or replacements shall be completed in accordance with the following maintenance practices:

- a. Trees - Minor damage, such as bark lost from impact of mowing equipment, shall be repaired by a qualified landscape maintenance person at the cost of the Contractor. If damage results in the loss of a tree, the damaged tree shall be removed and replaced. The PA must approve the replacement.
- b. Shrubs- Minor damage may be corrected by appropriate pruning at the cost of the contractor. Major damage shall be corrected by removal and/or replacement of the damaged plant material. The PA must approve the replacement.
- c. Chemicals -All damage resulting from chemical operation, either spray-drift or lateral-leaching, shall be corrected at the cost of the contractor and the soil conditioned with activated charcoal to ensure its ability to support plant life.

10. OFFICE OF INQUIRIES AND COMPLAINTS

10.01 The Contractor shall maintain a local office with electronic communication at some fixed place located in the Las Vegas Metropolitan area and shall maintain a telephone there, listed in the telephone directory in his own name or in the firm name by which he is most commonly known, and shall, during the daily hours of maintenance operation, have some responsible person(s) employed by the Contractor to answer and take the necessary action regarding all inquiries and complaints that may be received from the PA, City personnel, the public, or patrons using the facilities. An answering service shall be considered an acceptable substitute to full time coverage, provided Contractor is advised of the complaint within one (1) hour of receipt of complaint by the answering service. During normal working hours, the Contractor's foreman or other employee of the Contractor, who is responsible for providing maintenance services, shall be available for notification through radio or phone communications.

10.02 Whenever immediate action is required to prevent injury, death or property damage to the facilities being maintained, City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City work force and shall charge the cost thereof, as determined by the PA, against the Contractor, or may deduct such cost from any amount due to Contractor from City.

10.03 The Contractor shall maintain a written log of all complaints, the date and time thereof and the action taken pursuant thereto or the reason for non-action. The log of complaints shall be open for the inspection of the PA at a reasonable time. (See Exhibit H) Contractor Complaint Logs.

10.04 All complaints shall be rectified as soon as possible, but in all cases within 24 hours after notification, to the satisfaction of the PA. If any complaint is not rectified within 24 hours, the PA shall be notified immediately of the reason for not resolving the complaint followed by a written report to the PA within five (5) days. If the complaints are not resolved within the time specified or to the satisfaction of the PA, the PA may correct the specific complaint and the total cost incurred by the City will be deducted from the payments owed to the Contractor from the City.

11. SAFETY

11.01 Contractor agrees to perform all work outlined in this Agreement in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines, and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all local, County, State and other legal requirements including, but not limited to, full compliance with the terms of the applicable OSHA Safety Orders at all times to protect all persons including Contractor's employees, agents of the City, vendors, members of the public or others from foreseeable injury, or damage to their property. Contractor shall inspect all potential hazards at said facilities and keep a log indicating date inspected and action taken.

11.02 It shall be the Contractor's responsibility to inspect and identify any condition(s) that renders any portion of the premises unsafe, as well as any unsafe practices occurring thereon. The PA shall be notified immediately of any unsafe condition that requires major correction. Contractor shall be responsible for making minor corrections including, but not limited to, filling holes in turf areas and replacing valve box covers, to protect members of the public or others from injury.

12. PROTECTION

- 12.01 Take precautionary measures to protect plant materials, ground surface treatments, pedestrians, irrigation system, lighting and electrical system, storm drainage system, signage, and other elements from damage from maintenance operations.
- 12.02 Site maintenance shall also include temporary erection of fences, barriers and signs for the protection of landscape areas, as required by the PA.
- 12.03 Perform work in accordance with applicable laws, codes, and regulations required by authorities having jurisdiction over such work.
- 12.04 Provide for inspections and permits required by Federal, State or local authorities in furnishing, transporting, and installation of agricultural chemicals, plants, etc.
- 12.05 Protection of Keys: The Contractor shall be fully responsible for protection of irrigation system time clock keys furnished him and shall also be responsible to see that the irrigation system time clock is properly locked upon completion of the work, if such action is directed by the Owner's representative. Should the key(s) allotted to the contractor or his employees become lost or stolen, Owner reserves the right to have the corresponding locks re-keyed and the sufficient amount of keys re-issued to the Owner's involved personnel at the Contractor's expense.

13. HOURS AND DAYS OF MAINTENANCE SERVICE

- 13.01 Hours of maintenance service shall be seven (7) days a week between 6 AM to 5 PM, with holiday hours paid per. Additional Labor cost, year-around. Craig Ranch Regional Park requires coverage 7 days a week, 365 days a year. Maintenance personnel are to be scheduled to complete the work at the frequency defined while ensuring park coverage at the minimum of 2 personnel from 6am – 5pm daily. A total staff of 7 personnel plus one irrigation technician is recommended. Sufficient personnel to maintain the trails at the frequency as defined is required.
- 13.02 Any changes in the days and hours of operation heretofore prescribed shall be subject to approval by the PA.

14. MAINTENANCE SCHEDULES

- 14.01 Contractor shall provide a work schedule for the facilities which shall be submitted to the PA within ten (10) days after the effective date of this Contract. Said work schedule shall be set on the annual calendar identifying all the required tasks and frequencies of work. The schedule shall delineate the time frames for the Ongoing Maintenance Function by day of the week, morning and afternoon. (See Exhibit G) Schedule of Monthly Maintenance Operations
- 14.02 The Contractor shall submit revised schedules when actual performance differs substantially from planned performance. Said revisions shall be submitted to the PA within five (5) working days prior to scheduled time for the work.
- 14.03 The above provisions are not construed to eliminate the Contractor's responsibility in complying with the requirements to notify the PA for Specialty Type maintenance as set forth immediately hereinafter.
- 14.04 Contractor shall notify the PA, in writing, at least 48 hours prior to the date and time of all "Specialty Type" maintenance operations. All associated labor costs are to be

covered by the Contractor. "Specialty Type" operations are defined as:

- a. Turf Aeration (equipment to be provided by Contractor)
- b. Turf Renovation/Reseeding (materials provided by the PA)

- c. Spraying of Trees, Shrubs or Plants,
- d. Aesthetic Tree Pruning
- e. Other items as determined by the PA.

15. CONTRACTOR'S STAFF

15.01 The Contractor shall provide sufficient personnel to perform all work in accordance with the specifications set forth herein: All the Contractor's maintenance personnel shall be supervised at each individual job site by a qualified, English/Spanish speaking foreman in the employ of the Contractor. All changes in supervision will be reported to the PA within 24 hours. Failure to do so will result in a penalty letter (Section 7.01).

15.02 Contractor shall take appropriate action under this Contract concerning any employee whose conduct or activity shall, in the reasonable exercise or discretion by the PA, be deemed detrimental to the interest of the public patronizing the premises. Contractor shall take such appropriate action within a reasonable time following notice from the PA.

15.03 Contractor will be responsible for supplying each of his employees working at these sites with an identification badge, and uniform which they must wear in a visible place on their person at all times when on the Owner's property. Contractor will be responsible for all fees associated with obtaining the badges and will be responsible for obtaining new badges for any new employees who will be working on this site, and collecting badges from employees who are no longer working at this site.

15.04 The Contractor shall require each of his employees to wear work attire appropriate for their respective tasks and any safety regulations applicable thereto. Employees shall be uniformly dressed in a manner satisfactory to the PA, and shall wear an identification badge and uniform to be visibly displayed during the entire work shift.

15.05 Contractor shall provide magnetic signs and affix them to each side of work vehicles while performing work under this contract. The signs are to read as follows:
PROVIDING LANDSCAPE SERVICES TO THE CITY OF NORTH LAS VEGAS..

16. SIGNS/IMPROVEMENTS

16.01 Contractor shall not post signs or advertising matter upon the premises or improvements thereon, unless prior approval is obtained from the PA.

17. UTILITIES

17.01 The City shall pay for all utilities. However, water usage shall not exceed amount required to comply with irrigation schedules established by the Contractor and approved by the PA. Contractor shall insure that watering occurs in compliance with City of North Las Vegas Ordinances.

18. NON-INTERFERENCE

18.01 Contractor shall not interfere with the public use of the premises and shall conduct his operations as to offer the least possible obstruction and inconvenience to the public or disruption to the peace and quiet of the area within which the services are performed.

19. GENERAL PLANT CARE

19.01 Landscape plantings will require maintenance throughout the year. Maintenance is especially important during the first year after installation of new materials, when most plantings are becoming established.

19.02 Major maintenance tasks will include regular watering of plantings, fertilization, mowing, weed control, insect and disease control, and general pruning of trees and shrubs, as required or directed by the PA.

20. SEASONAL AND OVERALL INSPECTION OF LANDSCAPE

20.01 Daily inspections or as when scheduled for maintenance will be a part of the maintenance routine. The contractor is responsible for ensuring the health of all plant materials and if a plant or tree dies, the PA will examine if the death were due to negligence on the part of the contractor. Thus, a comprehensive inspection should be conducted on a monthly basis to analyze plant materials for signs of stress, damage and potential trouble from the following:

- a. INFESTATION: Moles, gophers, ground squirrels, rabbits, snails, slugs, insects, etc.
- b. DISEASE: Withering of leaves, die-back, blackened or galled branches, wilt, fungus growths, cancer, bleeding bark, root rot, stunted growth, discolored or blotchy foliage.
- c. LOSS OF VIGOR: In normally healthy plants, this is seen as a failure to thrive, a dropping of unopened flowers, leaves that are small for the species, or thin or leggy growth. These symptoms may have many causes: heat stress, desiccation, wind and frost damage, improper irrigation, incorrect installation, damage from construction or maintenance vehicles, or altered growing conditions. Treat each instance individually when determining cause of decline and treatment.
- d. FERTILIZER OR SOIL CHEMICAL IMBALANCE: Fertilizer "burn" at leaf margins, unusually light green or yellowish-green leaf color (chlorosis), yellow/brown salt "burn" at leaf margin, or other symptoms.
Spraying and applications of fertilizers and soil chemicals should be applied discriminately, and confined to the areas affected.

21. PROTECTION OF PLANT MATERIALS

21.01 In general, the City of North Las Vegas Parks Services Landscape Maintenance Standards (Exhibit K) provides for the proper maintenance of landscape materials on a day-to-day basis, or during undisturbed environmental conditions. This manual is for recommendations only. There will be occasions where weather, construction activities, renovation of existing site improvements or revisions in site design will impact established plantings. The following guidelines for the protection of plant materials should be part of the maintenance crew's operational procedures:

21.02 CHEMICAL POLLUTANTS•

Do not permit chemical pollution to contaminate planting areas. This includes paints and thinners, caustics and solvents, detergent solutions, salts, petroleum products and pesticides or herbicides not specifically being applied to the plant materials.

21.03 TRAFFIC CONTROL

- a. Do not drive or park maintenance vehicles under the drip line of trees or on lawn or ground cover areas.
- b. Provide adequate protective barriers around landscaped areas during operation of landscape contractor's maintenance or construction equipment. Do not operate heavy equipment beneath the drip line of trees.
- c. Take necessary safety precautions to protect maintenance crew and roadway users from hazards.

21.04 ALTERATION OF FINISH GRADES

- a. Do not permit construction to raise the finish grades in established landscaped areas.
- b. Do not permit machine excavation within the drip line of existing trees. If excavation must intrude into this zone, only hand excavation should be permitted. Obtain permission of PA when roots greater than 3" in diameter or roots with a diameter greater than 50% of the diameter of the main trunk must be cut.
- c. Do not permit soil, rock, gravel, lumber, polluted products or other materials to be stockpiled beneath the drip line of trees or shrubs without mitigating measures approved by the PA.
- d. Do not permit concrete or stone paving to be laid within the drip line of existing trees. Exception: paving may extend to no more than one-quarter (1/4) of the drip line area if a corresponding thinning of the crown is performed simultaneously with the completion of the paving work.
- e. Exceptions to these guidelines may be unavoidable and will be judged on a case-by-case basis by the PA.

21.05 PROTECTION AGAINST DISEASE/INSECTS/ANIMAL PESTS

- a. Remove, by corrective pruning, plant materials damaged by fire, weather or mechanical means immediately after the damage has been identified.
- b. Transport diseased or infested plant materials completely off the site immediately after their removal. Do not permit pruned materials from diseased planting to be stockpiled anywhere on site at any time. Plant parts, soil, debris, etc. removed from the site shall be disposed of at a legitimate dump site. Disposal of material by dumping in the desert will be viewed by the Owner as grounds for Termination of Contract.
- c. Inspect new plant materials for signs of insect infestation or disease upon delivery to the site. If possible, quarantine new materials for 3 weeks prior to installation.
- d. Control damage from animal pests, such as rabbits, with approved techniques; cost of such protection, such as sprays and protective fencing, is part of the basic services.

21.06 PROTECTION DURING SPRAYING

Immediately wash off sprayer drippings and materials accidentally spilled on plants.

21.07 EROSION PREVENTION

The two common forms of erosion are sheet erosion and gullyng. Sheet erosion is gradual; gullyng may be sudden and dramatic. Bring any potential problems to the attention of the PA. Contractor will seek to prevent erosion through the following:

- a. Sheet Erosion: Be aware of gradual changes in the color or texture of soil. Disc and mulch areas subject to sheet erosion. Install contour furrows or interceptor ditches where required on long slopes.
- b. Gully Erosion: Be aware of the formation of "rills" in the natural depressions of a slope or deeper cutting in swales. Control of gully erosion varies, from dissipation of flow through use of gravel or other surface treatment, to construction of check dams or diversion ditches.
- c. Remove downstream accumulations of soil transported by erosion, to prevent damage to roots of downstream plant materials.

22. ONGOING MAINTENANCE TASKS

22.01 APPLICABLE STANDARDS

Use of the City of North Las Vegas Parks Services Landscape Maintenance Standards as a minimum standard only as described within (Exhibit K).
 Drought-Tolerant, Low Maintenance Plants for Southern Nevada, Southern Nevada Water Authority, Clark County Cooperative Extension Service, SNH 80-02 July.
 Lawns for Southern Nevada, Clark County Cooperative Extension Service, SNH 80-03-J.
 Desert Gardening, Clark County Cooperative Extension Service, SNH 80-0-IJ.

23. MOWING - OPERATION

- a. Mowing operations shall be performed in a manner that ensures a smooth surface appearance without scalping or allowing excessive cuttings to remain.
 - b. Turf shall be mowed with a rotary-type mower.
 - c. All equipment shall be adjusted to the proper cutting heights and shall be adequately sharpened.
 - d. Mowing height shall be 1.5 inches for all Bermuda turf areas (April-October). Mowing height may be set as high as 2-1/2 during the dormant season (November- March). Mowing heights may vary for special events, athletic field requirements or other special conditions per request from PA a minimum of one (1) week advance notice.
 - e. Mowing operation shall be completely performed at a minimum of once weekly June – August, twice monthly April – May and September - October, and once per month November through March for a total of at least twenty-five (25) times per year, or as required to maintain a well-groomed park. The entire park is to be completely mowed for the weekend.
- 23.01 EDGING/DETAIL/WEED CONTROL - GENERAL OPERATION**
- a. All turf areas shall be kept neatly edged and all grass invasions eliminated. Maintain areas between plants weed-free. Control weeds by physical removal or application of accepted herbicides.
 - b. All grass-like type weeds, morning glory or vine/weed types, ragweed or other underground spreading weeds shall be kept under strict control.
 - c. Remove all weeds and grass from walkways, curb and gutter expansion joints, roadways, driveways, parking lots, patios, drainage areas and hillsides.
 - d. Methods for removal of weeds, turf encroachment and detailing shall incorporate mechanical and/or chemical means of eradication.
 - e. Cultivate or use herbicide to remove weeds and turf around the base of new trees.
 - f. Use only recommended and legally-approved herbicides to control weed growth. Follow manufacturer's recommendations for application methods, rates, etc.

23.02 MECHANICAL EDGING

- a. Mechanical edging of turf shall be performed at a minimum of once weekly June – August, twice monthly April – May and September - October, and once per month November through March for a total of at least twenty-five (25) times per year.
- b. Mechanical edging shall be completed as one operation in a manner that ensures a well-defined edge.
- c. Walkways, curbs, gutters, and any other areas which catch grass clippings shall be cleaned immediately following each mechanical edging and clippings removed from the site.
- d. When designed edges exist in flower beds, these edges shall be kept clean, sharp, well defined and free of weeds and grass invasions.
- e. All turf edges including, but not limited to, sidewalks, patios, drives, curbs, shrub beds, flower beds, ground cover beds and around the base of trees shall be edged to a neat and uniform line.
- f. The edge of turf shall be trimmed or limited around all sprinklers (to provide maximum water coverage), valve boxes, meter boxes, backflow devices and other obstacles.

23.03 CHEMICAL APPLICATION - EDGING

- a. Chemical application may be used in and around areas such as planters, areas adjacent to buildings, trees, fence lines, sprinkler heads, etc. Prior to application of chemicals, all areas shall be trimmed to proper mowing height. Chemicals shall be applied in a manner to limit drift to six inches (6"). Precautionary measures shall be employed since all areas will be open for public access during application.
- b. Spot treat with a portable sprayer or wick wand using an effective herbicide, applying per manufacturer's recommendation. Water shall not be applied to treated areas for four to eight (4 - 8) hours after each application or in accordance with manufacturer's recommendations.
- c. Weeds treated with a contact weed chemical shall be left in place for a minimum of seven (7) days. If kill is not complete, a second application shall be applied.
- d. Weeds treated using a systemic chemical shall be left in place per manufacturers recommendation. If kill is not complete by the time specified in the manufacturer's recommendation, a second application shall be applied.
- e. After complete kill, all dead weeds shall be removed from area.

23.04 CLEARANCE - EDGING

- a. Where trees and shrubs occur in turf areas, all grass growth shall be limited to at least eighteen inches (18") from the trunk of trees and away from the drip line of shrubs by use of approved chemicals. Line trimmers and other types of maintenance equipment shall not be operated so as not to damage plant materials.
- b. Linear chemical edging of turf boundaries may be performed in a manner that ensures a defined turf edge and limits its encroachment into beds or across boundaries where it is impractical to edge mechanically. A six inch (6") barrier width shall be considered normal.
- c. Detailing valve boxes, meter boxes, and similar small obstacles in turf areas is to be performed in a manner that ensures operability, ease of location or a clean appearance. A six inch (6") clearance shall be considered normal.

23.05 EDGING/DETAILING/WEED CONTROL- FREQUENCY: ALL AREAS TO BE MAINTAINED SHALL RECEIVE NO LESS THAN THE FOLLOWING:

- a. Mechanical Edge Turf: A minimum of once weekly June – August, twice monthly April – May and September - October, and once per month November through March for a total of at least twenty-five (25) times per year.
 - b. Detail Chemical Application: Once a month, April to September, and once every two months, October to March or on an as-needed basis.
 - c. Chemical Application: Beds, planters, walkways, hard court areas, picnic pavilions, drainage areas, play areas, patios, walkway and curb and expansion joints, roadways, parking lots and hillsides on an as-needed basis.
 - d. Inspect, Spot-treat or Mechanically Remove Weeds as necessary once per week.
- 23.06 LITTER CONTROL/ CLEANING - OPERATION
- a. Complete policing and litter pick-up to remove paper, glass, trash, weeds, unwanted grass, leaves, spilled drinks, bird droppings, pet droppings, gum, undesirable materials and other accumulated debris to be maintained in areas including, but not limited to, all landscaped areas, building entrances, colonnades, walkways, curbs, gutters, between and around planted areas, all areas under trees, steps, planters, drains, catch basins and the corners and edges along the parking lot area.
 - b. Litter pick-up shall be completed as early as PA deems practical.
 - c. Removal shall be in the most appropriate way for each area whether it be by raking, sweeping, blowing, or pressure washing and litter and debris shall be disposed of by the contractor.
- 23.07 LITTER CONTROL - FREQUENCY
- a. Successful bidder shall provide all labor, equipment and materials to maintain and clean all areas seven (7) days a week in the frequency noted or as requested by the PA.
 - b. The entire site is to be cleaned and maintained at the frequency listed.
- 23.08 TRASH BIN REMOVAL - OPERATION AND FREQUENCY
- a. All trash and accumulated debris shall be removed from the site by the Contractor.
 - b. Trash receptacles on each site shall be maintained according to the frequencies or as directed by PA. •
 - c. All trash receptacles will be emptied when they are half full or have a foul odor.
- 23.09 RAKING - OPERATION
- a. Accumulation of leaves shall be removed from all curbs, gutters, sidewalks, parking lots and landscaped areas including beds, planters and turf areas under trees and shall be disposed of in mulching bay onsite or hauled off site.
 - b. Contractor shall rake smooth decomposed granite areas on a bi-weekly basis. Contractor shall add matching rock mulch to areas that are thinning as needed and shall insure that no bare spots or plastic is exposed. Additional materials needed will be provided by the PA.
- 23.10 RAKING - FREQUENCY
- a. Ground Cover Beds Under Trees - Bi-weekly or as requested by the PA.
 - b. Rock Mulch Areas Bi- weekly or as requested by the PA.
- 23.11 TREES SHRUBS PRUNING AND HEDGE TRIMMING -OPERATION
- Do not clip shrubs into balled or boxed forms unless specifically called for in the design. Only shrubs designated as "hedges" are to be sheared. Periodically pinch back "wild"

growth on shrubs as called for in the maintenance requirements for individual plants.

23.12 CLEARANCE

Maintain clearance for branches overhanging beyond curb line into the paved section of roadways. Prune all plant materials where necessary to maintain a 7 foot pedestrian visibility and clearance and to prevent or eliminate hazardous situations. All other pruning will be performed by another tree contractor hired by Owner. Pruning is to be approved by PA prior to pruning operations.

- a. Remove all clippings from the site on the day that plant materials are pruned or trimmed.
- b. Plant ties shall be checked frequently and either retied to prevent girdling, or removed along with the stakes when no longer required
- c. Remove all new growth on shrubs to maintain appropriate clearances.
- d. Remove all dead shrubs and trees. Provide a list of removed shrubs and trees immediately after removal.

23.13 PRUNING AND HEDGE TRIMMING - FREQUENCY

- a. Shrubs: Clearance Pruning - All shrubs should be trimmed for clearance three times per year and on an as-needed basis. All shrubs should be pinched back periodically to remove wild growth.
- b. Ground Cover Thinning - as needed.
- c. Prune plant material for vehicular and pedestrian visibility on an as-needed basis to achieve a maximum height of no taller than 2.5 feet from top of curb line.

23.14 STAKING AND TYING

- a. Inspect staking monthly and within forty-eight (48) hours after high (over 30 mph) winds to prevent girdling of trunks or branches, and to prevent rubbing that causes bark wounds.
- b. Replace missing or damaged stakes where the tree caliper is less than three inches (3"). Stake(s) should support the tree, yet allow 2" of trunk movement in all directions.
- c. Stake in those cases where tree has been damaged and requires staking for support.
- d. Stake new trees or recently planted trees which have not previously been staked.

23.15 MATERIALS

Tree stakes, two (2) per tree, shall be lodge pole pine treated with a wood preservative and not less than eight feet (8') in length for 5-gallon size trees and not less than ten feet (10') for 15-gallon trees.

- a. Tying will be done using "V.I.T. twist brace". Other Types of ties may be substituted with PA approval.
- b. Stakes will not be placed closer than eight inches (8") from the trunk of the tree, and permit 2" of trunk movement in all directions.
- c. Stakes and ties will be placed so no chafing of the bark occurs.
- d. Damaged trees shall be staked and tied within twenty-four (24) hours. Replacement stakes or new staking shall be completed within five (5) days.
- e. Stakes and ties will be provided by the PA

23.16 WATERING CONTROLLER OPERATION

Since water requirements by plants vary according to the season and a particular year, extremely close attention shall be paid to the demands of the plants as influenced by their exposure to sun, wind, shade, and location in the individual planters. The variation in the size of plants installed, as well as the species and varieties, shall be taken into

consideration. All landscaped and turf areas shall be irrigated as required to maintain adequate growth and appearance with a schedule most conducive to plant growth. The delivery of adequate moisture to the landscaped areas shall include, but not be limited to, hand watering, operation of manual valves, proper utilization of automatic controllers, and the bleeding of valves to water specific areas as needed. Desert (xeric) plant material shall not be over watered. All irrigation watering will be managed by the City via a centrally controlled computer irrigation system for Craig Ranch Regional Park and on-site for the trails system, based on the direction of the Contractor

- a. All watering shall be programmed in compliance of the guidelines set forth by the local governing water purveyor.
 - b. Adequate soil moisture will be determined by contracted staff via weekly e-mail communications, this includes excessive slopes, or dry spots and stations.
 - c. The City will adjust all watering via on site inspection from PA and e-mail correspondence from the contractor.
 - d. Consideration must be given to the soil condition, humidity, minimizing water runoff and the relationship of conditions which affect day and night watering. Contact PA for adjustment of water for special circumstances.
 - e. Watering shall be accomplished at night or early morning and in full compliance with all ordinances established by the City of North Las Vegas and shall be regulated to avoid interference with any use of the facility, roadway, paving or walks. Ice should not be allowed to form on sidewalks or other surfaces due to irrigation runoff.
 - f. In areas where wind creates problems of spraying water into private property or road right-of-ways, the controllers shall be set to operate during the period of lowest wind velocity which would normally occur at night or early morning hours.
 - g. Irrigation system will be controlled in such a way as not to cause any excessively wet or "waterlogged" areas which could interfere with the ability to mow all turf. "In lawn" trees and other planting shall be protected from over-watering and runoff drowning.
 - h. New turf (up through the sixth mowing) shall be watered immediately after mowing. Well established turf shall not be watered for at least four (4) hours after mowing.
 - i. All ground cover areas shall be watered as needed to maintain a healthy condition, care being taken not to over-water in shady areas.
 - j. Initial watering problems and extraordinary changes will be approved by PA.
 - k. All sites are controlled by the Parks Maintenance Division via computerized and/or on-site irrigation control. It is the responsibility of the contractor to notify the City via e-mail for all irrigation changes needed within 24 hours upon discovery.
- 23.17 IRRIGATION SYSTEM MAINTENANCE
- a. Contractor shall maintain in an operational state, at all times, the complete irrigation system, consisting of control valves, control valve wires, gate valves, quick couplers, , pressure regulators, filters, strainers, irrigation lines < 6". tubing, risers, sprinkler heads, bubblers, and emitters. All irrigation systems shall be regularly inspected and tested at frequencies specified herein. The City will provide all parts and components for irrigation systems.
 - b. Contractor shall provide personnel fully trained in all phases of landscape irrigation systems including, but not limited to, operation, maintenance, adjustment and repair.
 1. Adjustment of valves and sprinkler heads
 2. Removal of obstruction
 3. On-site repairs to valves, sprinkler heads and quick couplers including,

but not limited to, providing small parts such as solenoids, screens, diaphragms, gaskets, springs, screws, adjustment screws, washers, "O" rings and nozzles.

4. Replacement of all risers and swing joints to the lateral lines
 5. Replacement of all types of irrigation heads, shrub heads and emitters
 6. Replacement of all missing covers to valve boxes
 7. Providing caps and plugs
 8. All components needed to repair lateral lines of PVC or tubing including reburial if surfaced.
 9. All components needed to repair or replace gate valves, ball valves, automatic valves, quick couplers, heads and pressure regulators
 10. Main line repair (defined as equal to or greater than a 6" line) will be considered additional work unless it is a result of contractor negligence and/or operation.
- c. Contractor will contact PA and request all irrigation parts needed for tasks being performed. This includes irrigation head type and model number, nozzle size and emitter GPH. The PA will obtain all parts and have them available to the contractor by the next work day after receiving verbal request, followed by a confirming written request.
 - d. Replacement by contractor of inoperative irrigation components shall be completed within 24 hours.
 - e. Replacements for the irrigation system shall be with originally specified equipment of the same size and quality or substitutes approved by the PA prior to any installations.

23.18 IRRIGATION SYSTEM OPERABILITY AND TESTING

In order to ensure the operability of the irrigation system, Contractor shall sequence controller(s) to each station manually to check on the function of all facets of the irrigation system and report any damage or incorrect operation to the PA.

During the testing, Contractor shall

- a. Adjust all sprinkler heads for correct coverage to prevent excessive runoff and/or erosion and to prevent the spread onto roadways, sidewalks, hard surface areas and private property.
- b. Unplug clogged heads and flush lines to free lines of rocks, mud and debris.
- c. Replace or repair inoperable irrigation equipment.
- d. All system malfunctions, damage and obstructions shall be recorded and corrective action taken.
- e. Repair/replace malfunctioning quick couplers, manual or automatic valves and sprinkler heads within one watering cycle.
- f. Correct malfunctioning irrigation systems and equipment within two hours of identification or following verbal notification.
- g. Control the irrigation system during inclement weather conditions and limit the use of water concurrent with the weather situation to the satisfaction of the PA.
- h. Flushing of the irrigation lines of grit and gravel shall be done by removing the last head on each lateral and operating the system until those materials are expelled.
- i. Document weekly via e-mail all irrigation work performed and location, controller ID, and station number.

23.19 IRRIGATION SYSTEM OPERABILITY AND TESTING - FREQUENCY: OPERATION AND MAINTENANCE OF THE IRRIGATION SYSTEM SHALL RECEIVE NO LESS THAN THE FOLLOWING:

- a. Check for operability all controllers, quick couplers, valves, and sprinkler heads; once per week or as problems/conditions indicate a need.
- b. Adjust and correct for coverage; as needed.

- c. Repair and/or replace damaged or inoperable controllers, valves, quick couplers, heads and broken water lines as needed.
 - d. Check valve boxes for safety and security purposes; once per week.
- 23.20 USE OF CHEMICALS - OPERATIONS
- a. All work involving the use of chemicals shall be in compliance with all Federal, State and local laws and will be accomplished by or under the direction of a State of Nevada Licensed Pest Control Operator. Contractor shall have a full compliance, Hazard Communication/Right-to-know program in place at the start of the Contract period. The Contractor must provide copies and material specification data sheets (MSDS) to the City and they must be approved by the City and a copy of all MSDS sheets must be kept on-site. Contractor shall not store fertilizers or other chemicals on-site.
 - b. A listing of proposed chemicals to include commercial name, application rates and type of usage shall be submitted to the PA for approval at the commencement of the contract. No work shall begin until written approval of use is obtained from the PA.
 - c. Chemicals shall only be applied by those persons with or under the direction of an individual with a valid Nevada Pest control Applicator's License. Applications shall be in strict accordance with all governing regulations.
 - d. Records of all operations starting dates, times, methods of applications, chemical formulations, applicator's names and weather conditions shall be made and notification to PA retained in an active file for a minimum of three (3) years.
 - e. All chemicals requiring a special permit for use must be registered with the State of Nevada and a permit obtained with a copy to the North Las Vegas Parks Services Division.
 - f. All regulations and safety precautions listed in the guide entitled, "Apply Pesticides Correctly," published by the U.S. Environmental Protection Agency shall be adhered to.
 - g. Chemicals shall be applied when air currents are still, preventing drifting onto adjacent property and preventing any toxic exposure to persons whether or not they are in or near the area of application.
- 23.21 SWEEPING - OPERATIONS
- Methods for sweeping of roadway, walkway areas and parking lots can incorporate one or all of the following: Power pack blowers, vacuums, brooms and push power blowers. Under extenuating circumstances, the City may use its street sweepers for parking lots. The contractor will remove debris the street sweepers cannot pickup. •
- 23.22 SWEEPING - FREQUENCY
- Sweeping of roadways or walkways shall be performed weekly or after each mowing or mechanical edging.
- 23.23 AERATION - OPERATION/FREQUENCY
- a. Aerate all turf areas by using a device that removes cores to a minimum depth of 1-1/2 inches at no more than six inch (6") spacing.
 - b. Turf aeration shall be accomplished two (2) times a year on the entire turf area and four (4) times a year on athletic fields and event areas.
 - c. Aeration may be required immediately after vertical mowing (thatch removal) operation and just prior to over-seeding and fertilization.
 - d. Aeration cores will not be collected.
- 23.24 TURF CLIPPING REMOVAL- OPERATION/FREQUENCY
- a. Turf clippings will accumulate a minimum of 6 times a year depending on weather

- and mowing conditions.
- b. All turf clippings will be vacuumed up and disposed of in the appropriate area.

23.25 FERTILIZATION - OPERATION

Fertilization may be controlled by an automated fertilizer injector system operated by the City. In the areas where such system is not in place, the Contractor is responsible for manual fertilization services.

23.26 SPORTS FIELDS AND COURTS

Sports fields at Craig Ranch require more frequent maintenance due to the large usage numbers and the additional maintenance activities required to keep fields in playing condition. Specifically,

- a. Sports turf must be aerated a minimum of three times annually and vertical mowed a minimum of two times annually
- b. Infields and warning track are to be dragged a minimum of once per week
- c. Sand volleyball courts are to be dragged a minimum of once per week.
- d. Tennis courts must be blown free of debris a minimum of once per week, or as needed.

23.27 PLANT MATERIALS - OPERATIONS

- a. All plant material additions and/or replacement outside the scope of this contract shall be accomplished upon approval of a time and materials proposal and shall not be included in the annual maintenance cost bid items.
- b. Plant materials shall conform to "Horticultural Standards" of American Association of Nurserymen, as to kind, size, age, etc. Plans of record and specification should be consulted to ensure correct identification of species. Plant material larger than those specified may be supplied if complying in all other respects.
- c. Substitutions may be allowed but only with prior written approval by the PA.
- d. All new or replacement plant materials or trees will be inspected prior to installation by the PA.

23.28 QUALITY

- a. Plants shall be sound, healthy, vigorous, free from plant disease, insect pests or their eggs, and shall have healthy normal root systems and comply with all state and local regulations governing these matters and shall be free from any noxious weeds.
- b. All trees shall be measured six inches (6") above the ground surface.
- c. Where caliper or other dimensions of any plant materials are omitted, it shall be understood that these plant materials shall be normal stock as recommended by the American Nurseryman Standard. They must be sturdy enough to stand safely without staking.
- d. Shape and Form: Plant materials shall be symmetrical, and/or typical for variety and species.
- e. All plant materials must be provided from a licensed nursery and shall be subject to acceptance as to quality by the PA.

23.29 PLANT MATERIALS GUARANTEE

All shrubs shall be guaranteed to live and remain in healthy condition for no less than sixty (60) days from the date of acceptance of the job by the PA.

23.30 TREE REPLACEMENT

All trees permanently damaged, by any means, will be replaced with the identical species of tree existing previously, unless otherwise notified, in writing, by the PA. Size of the

replacement shall be of like size. The need for and the size of replacement will be determined by the PA.

23.31 DISPLAY GARDENS/ENHANCED DESERT AREAS

- a. Minimize disruption to surrounding undisturbed areas during maintenance activities.
- b. Prevent excess irrigation water from flowing onto undisturbed desert areas to minimize problems with weed growth.
- c. Remove stakes, tree ties, etc. as soon as practical so that areas appear as natural as possible.
- d. Prevent any access by vehicles into undisturbed areas. Strictly limit pedestrian access to essential maintenance tasks only.
- e. Provide fencing or other temporary barriers if required to prevent maintenance personnel or others from entering undisturbed areas.

23.32 PRESSURE WASHING - THIS SECTION NOT USED

23.33 THIS SECTION NOT USED

23.34 DISEASE/INSECT CONTROL - OPERATION

- a. All landscaped areas shall be maintained, free of disease and insects that could cause damage to plant materials including, but not limited to, trees, shrubs, ground cover and turf.
- b. The PA shall be notified immediately of any disease, insects or unusual conditions that might develop.
- c. A disease control program to prevent all common diseases from causing serious damage shall be provided on an as-needed basis. Disease control shall be achieved utilizing materials and rates recommended by a licensed Nevada Pest Control Advisor, with the PA's written approval.

23.35 CULTIVATING - OPERATION

Cultivate beds and planter areas to ensure a neat appearance using appropriate equipment designed to loosen the soil to a depth of three inches (3"). Care shall be taken to not disturb plant materials or their roots in accomplishing this operation.

23.36 RODENT CONTROL – OPERATION

All areas shall be maintained free of rodents including, but not limited to gophers and ground squirrels that could cause damage to turf, shrubs, ground cover, trees and irrigation systems.

23.37 RENOVATION/ VERTICAL MOWING - OPERATION

- a. Vertical mowing will be performed a minimum of twice yearly (athletic fields a minimum of three times yearly).
- b. Care shall be taken to avoid unnecessary or excessive injury to the turf grass.
- c. Sweep or rake the dislodged thatch from the turf areas and place in appropriate trash bin(s).
- d. Standard renovating or vertical mowing type equipment shall be used.

23.38 VERTICAL MOWING – TURF

Vertical mow to remove thatch in turf areas to encourage healthy growth and to maintain acceptable appearance.

23.39 RENOVATION - TURF

- a. Renovate to the soil line and remove all excessive thatch in turf area.

- b. After thatch is removed and upon completion of turf renovation, all turf areas shall be over seeded, mulched and watered with approval for additional work by the PA.
 - c. Areas to be over seeded will be seeded utilizing blends or mixtures at the rate application recommended by the PA.
 - d. Mulch shall be spread evenly over the entire area to reestablish turf to an acceptable quality.
- 23.40 TURF RESEEDING/RESTORATION OF BARE AREAS- OPERATION
- a. Overseed all damaged, vandalized or bare areas as needed to reestablish turf to an acceptable quality.
 - b. Areas to be over seeded will be seeded utilizing blends or mixtures at the rate of application recommended by the PA.

23.41 GROUND COVER

All dead, diseased and unsightly branches, vines or other growth shall be removed as they develop. All ground cover areas shall be pruned to maintain a neat edge along planter box walls. Any runners that start to climb fences, shrubs or trees shall be pruned out of these areas.

23.42 RESTROOM CLEANING/MAINTENANCE

All restrooms will be cleaned a minimum of twice daily or more as needed (7) days week upon arrival to site, This includes re-stocking of toilet tissue, emptying trash cans, disinfecting and scrubbing all toilets, floors and walls. Any repairs, malfunctions or clogged plumbing will be reported to the PA immediately for service.

23.43 SUPPLEMENTAL SERVICES

If the City desires the Service provider to additional tasks not set forth in the Scope of work, The City will notify the Service Provider of that fact in writing ("Supplemental Services"). If such changes cause significant increase or decrease in the Service Provider's cost or time required for performance, the parties shall formally amend the Agreement. Any claim of Services Provider for adjustment under this clause must be asserted in writing within thirty (30) calendar days from the date of receipt by Service Provider of City's notice of changes, or such claim shall be deemed waived by Service Provider and Services Provider will be deemed to agree to the changes without_ modification of compensation or time of performance hereunder. All such Supplemental Services shall be performed at the rates provided (additional labor cost) attached hereto and incorporated herein and shall not exceed Twenty Thousand and no/dollars (\$20,000). ("The Supplemental Services Rates").

24. INTERPRETATION OF THE MAINTENANCE SPECIFICATIONS

Should any misunderstanding arise, the PA will interpret the Agreement. If the Contractor disagrees with the interpretation of the PA, he shall continue with the work in accordance with the PA's interpretation. Within thirty (30) days after receipt of the interpretation, he may file a written request for a hearing before a Disputes Review Panel, as provided herein. All disputes between the PA and the Contractor shall be resolved in the following manner: The PA and the Contractor will endeavor to conduct good faith negotiations in an effort to resolve any and all disputes in a timely manner. If any disputes between the parties remain unresolved after fifteen (15) calendar days, the PA and the Contractor shall, within fourteen (14) calendar days, prepare a brief, concise written report summarizing the basis for the dispute, the negotiations accomplished and results thereof, and the current status of all relevant unresolved issues.

Copies of each written summary shall be exchanged between the .PA and the Contractor,

and provided to the City Manager, or his designee. Within fifteen (15) calendar days thereafter, the City's City Manager, or his designee, will render a determination regarding such dispute. Such determination will be the final administrative determination.

If the Contractor disagrees with the determination of the City Manager, or his designee, the Services Provider may only initiate an action in a court of competent jurisdiction in Clark County to resolve such dispute. The parties retain the right to all remedies available at law or in equity. The parties agree that no dispute under this Agreement shall be submitted to or resolved through arbitration or mediation.

25. CONTRACTOR RESPONSIBILITIES:

Bidder shall submit, attached to the bid proposal, a list of at least three (3) current clients who have commercial projects, turf landscaping over 5 acres in size, preferably public entity projects, which the City can contact. The list shall include a contact name and telephone number. Included on that list and set out specifically shall be the client with the largest square footage bidder has under contract. Include the amount of square footage for each client listed.

Bidder shall indicate the current size of their landscape staff.

Bidder shall provide proof of having been in business in Clark County for the last three (3) years. The successful bidder must also obtain a North Las Vegas Business License prior to starting work.

Landscaping Contractor's License

Bidder shall provide a copy of their current C-10 landscape contractor's license, with a minimum of three years' experience and in good standing with the State Contractors Board.

Emergency Phone Contact List

In case of emergency the Bidder shall provide names and cellular telephone and beeper numbers for the twenty-four (24) hour English speaking contact(s).

Electronic Communication

Bidder shall provide valid e-mail address for communication purposes.

Maintenance Equipment

Large turf area verti-cutter required.

Large turf area coring equipment: aerifier required.

Bidder shall provide proof of maintenance equipment for maintaining a park and meet the specifications within the contract.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails
EXHIBIT LISTING**

Exhibit A - Offer Statement and Business Information which consists of the following:

- (a) An individual authorized to bind the Company should sign the statement, and the date signed should follow the signature.
- (b) Provide the name and phone number of the representative authorized to negotiate on behalf of the Respondent and answer questions regarding the Bid.
- (c) Provide copies of all Respondent's held state and local licenses applicable to performance of the subject potential Contract. Any Respondent conducting business must have a City of North Las Vegas Business License upon award of the contract. Information concerning City Business License requirements and fees may be obtained by calling the Business Services Division at 702-633-1520. However, a business license is not required to provide a Bid to the City.
- (d) Acknowledgement of any Bid addenda.

Exhibit B – Qualifications and Experience of Respondent

Exhibit C –Affidavit of Rejection of Coverage for Workers' Compensation under NRS 616B.627 and NRS 617.210 (If applicable, this form must also be notarized)

Exhibit D – Non-Collusion Affidavit ** this form must be notarized **

Exhibit E – Written Certification Required by NRS 332.065(3) for contracts with an estimated annual amount required for performance that is in excess of \$100,000.00.

Exhibit F – Template of City of North Las Vegas Service Agreement. Any and all exceptions to the terms this agreement with explanation must be turned in with electronic submission

Exhibit G – Schedule of Monthly Maintenance Operations Report (14.01, 14.02) form to be completed and turned in with monthly billing (invoice).

Exhibit H – Contractor Complaint Log (10.03) form to be completed and turned in with monthly billing invoice.

Exhibit I – Map of Craig Ranch Regional Park

Exhibit J – Las Vegas Valley Wash Trail System within the City of North Las Vegas

Exhibit K – City of North Las Vegas Park Services Landscape Maintenance Standards

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
Cleaning Services Craig Ranch Park and CNLV Las Vegas
EXHIBIT A
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response **BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails** and constitutes an offer by this company to enter into a contract as described herein.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)	LEGAL NAME OF RESPONDENT
---	--------------------------

AUTHORIZED SIGNATURE

DATE

TITLE	TELEPHONE NUMBER	FAX NUMBER
-------	------------------	------------

ADDRESS OF RESPONDENT

CITY STATE ZIP CODE

E-MAIL ADDRESS: _____

CNLV-BUSINESS LICENSE NO: _____

_____ A COPY OF MY CNLV BUSINESS LICENSE IS ATTACHED (if applicable)

FOR INFORMATIONAL PURPOSES ONLY

Is this Respondent a Minority, Women or Disabled Veteran Business Enterprise?

___ No ___ Yes If YES specify ___MBE ___WBE ___DVBE

Has this Respondent been certified as a Minority, Women or Disabled Veteran Business Enterprise?

____ No ____ Yes If YES specify Certifying Agency _____

Please attach a copy of your certification.

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails
EXHIBIT B
QUALIFICATIONS AND EXPERIENCE OF RESPONDENT**

Name: _____

1. Respondent shall provide a brief description of the Responder's qualifications and experience, and number of years in operation.

Provide 3 examples of contracts similar in size and scope that have been completed in the past 5 years. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.

Example Contract 1:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ _____

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails
EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ _____

Example Contract 3:

Company Name: _____

Company Address: _____

Point of Contact: _____ Phone Number: _____

E-Mail Address: _____

Brief Description of Contract Scope: _____

Term of Contract (Base plus Option Years): _____

Year of Base Contract Award: _____ Year Contract Completed: _____

Base Contract Amount: \$ _____ Total Contract Amount (including all option years) \$ _____

Did the contract contain a liquidated damages clause? ☐ YES ☐ NO

If yes, were damages assessed? ☐ YES ☐ NO If yes, what was the amount assessed? \$ _____

(ATTACH ADDITIONAL SHEET(S) IF EXTRA SPACE IS NEEDED)

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails
EXHIBIT C – AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS’ COMPENSATION
UNDER NRS 616B.627 AND NRS 617.210**

In the State of Nevada, County of Clark, _____, being duly sworn,
deposes and says:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any; and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, _____, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this _____ day of _____, 20_____.

Signature_____

State of _____

County of _____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20_____,

by_____ (name of person making statement).

Notary Signature_____

STAMP AND SEAL



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails
EXHIBIT D- Non-Collusion Affidavit**

State of _____ County of _____

_____ being first duly sworn deposes that:

- (1) He/She is the _____ of _____, the Respondent that has submitted the attached Bid.
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other Respondent, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of North Las Vegas or any person interested in the proposed contract or agreement; and
- (5) The Bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent/team or any of its agents, representatives, owners, employees, or parties including this affiant.

(Signed): _____
Title:

Subscribed and sworn to before me this _____ day of _____ 201__.

Notary Public

My Commission expires: _____



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails
EXHIBIT E- Written Certification**

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

LEGAL NAME OF RESPONDENT

AUTHORIZED SIGNATURE

DATE

TITLE



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails
EXHIBIT F- Exceptions to North Las Vegas Service Agreement**

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Service Agreement.

SERVICES AGREEMENT

This Services Agreement (the “Agreement”) is made and entered into as of _____ (the “Effective Date”) by and between the City of North Las Vegas, a political subdivision of the State of Nevada (the “City”), and [insert full legal name of Provider entity], a [insert entity type and state of origin] (“Provider”).

WITNESSETH:

A. WHEREAS, the City requires landscaping services, as described in the City Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails Invitation to Bid B-1619 (“Invitation to Bid”), attached hereto as Exhibit A and incorporated herein by reference (the “Services”);

WHEREAS, Provider represents that it has the experience, knowledge, labor, and skill to provide the Services in accordance with generally accepted industry standards, and is willing and able to provide the Services.

NOW THEREFORE, in consideration of the above recitals, mutual covenants, and terms and conditions contained herein, the parties hereby covenant and agree to the following:

1. Scope of Services

Provider shall perform the Services in accordance with the terms of the Invitation to Bid, incorporated herein and attached as Exhibit A, Provider’s Bid, incorporated herein and attached as Exhibit B, and the terms, conditions, and covenants set forth in this Agreement. Provider shall at its own expense comply at all times with all municipal, county, state, and federal laws, regulations, rules, codes, ordinances, and other applicable legal requirements.

2. Term

This Agreement shall commence on the Effective Date and continue for a three-year period with two (2) one-year extensions at the sole discretion of the City Manager (the “Term”), unless earlier terminated in accordance with the terms herein.

3. Compensation

Provider will provide the Services [at the rate of OR in the amount of] [\$ _____], which includes all fees for time and labor, overhead materials, equipment, insurance, licenses, and any other costs. Periodic progress billings will be due and payable within 30 days of presentation of invoice, provided that each invoice is complete, correct, and undisputed by the City. The annual not to exceed amount of this Agreement is [_____] (\$ _____). The total not to exceed amount of this Agreement is [_____] (\$ _____).

4. Termination or Suspension of Services

4.1 This Agreement may be terminated, in whole or in part, with or without cause, by the City upon thirty (30) days written notice to the Provider. In the event of termination, Provider shall be paid

compensation for Services properly performed pursuant to the terms of the Agreement up to and including the termination date. The City shall not be liable for anticipated profits based upon Services not yet performed.

4.2 This Agreement may be terminated by the Provider in the event the City defaults in the due observance and performance of any material term or condition contained herein, and such default is not cured within thirty (30) days after the Provider delivers written notice of such default to the City.

4.3 The City may suspend performance by Provider under this Agreement for such period of time as the City, in its sole discretion, may prescribe by providing written notice to the Provider at least ten (10) days prior to the date on which the City will suspend performance. The Provider shall not perform further work under this Agreement after the effective date of the suspension until receipt of written notice from the City to resume performance, and the time period for Provider's performance of the Services shall be extended by the amount of time such performance was suspended.

5. **Provider Representations and Warranties**

5.1 The Provider hereby represents and warrants for the benefit of the City, the following:

5.1.1 Provider is a duly formed validly existing entity and is in good standing pursuant to the laws of the State of Nevada. The Provider is financially solvent, able to pay its debts when due, and possesses sufficient working capital to provide the Services pursuant to this Agreement.

5.1.2 The person executing this Agreement on Provider's behalf has the right, power, and authority to enter into this Agreement and such execution is binding on the Provider.

5.1.3 All Services performed, including deliverables supplied, shall conform to the specifications, drawings, and other descriptions set forth in this Agreement, and shall be performed in a manner consistent with the level of care and skill ordinarily exercised by members of Provider's profession and in accordance with generally accepted industry standards prevailing at the time the Services are performed, and do not infringe the intellectual property of a third party. The foregoing representations and warranties are not intended as a limitation, but are in addition to all other terms set forth in this Agreement and such other warranties as are implied by law, custom, and usage of the trade.

6. **Indemnification**

Provider shall defend, indemnify, and hold harmless the City, and its officers, agents, and employees from any liabilities, claims, damages, losses, expenses, proceedings, actions, judgments, reasonable attorneys' fees, and court costs which the City suffers or its officers, agents or employees suffer, as a result of, or arising out of, the negligent or intentional acts or omissions of Provider, its subcontractors, agents, and employees, in performance of this Agreement until such time as the applicable statutes of limitation expire. This section survives default, expiration, or termination of this Agreement or excuse of performance.

7. **Independent Contractor**

Provider, its employees, subcontractors, and agents are independent contractors and not employees of the City. No approval by City shall be construed as making the City responsible for the manner in which Provider performs the Services or for any negligence, errors, or omissions of Provider, its employees, subcontractors, or agents. All City approvals are intended only to provide the City the right to satisfy itself with the quality of the Services performed by Provider. The City acknowledges and agrees that Provider retains the right to contract with other persons in the course and operation of Provider's business and this Agreement does not restrict Provider's ability to so contract.

8. Confidentiality

8.1 Provider shall treat all information relating to the Services and all information supplied to Provider by the City as confidential and proprietary information of the City and shall not permit its release by Provider's employees, agents, or subcontractors to other parties or make any public announcement or release thereof without the City's prior written consent.

8.2 Provider hereby certifies that it has conducted, procured or reviewed a background check with respect to each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property and has deemed such employee, agent, or subcontractor suitable to receive such information and/or access, and to perform Provider's duties set forth in this Agreement. The City reserves the right to refuse to allow any of Provider's employees, agents or subcontractors access to the City's personnel, data, information, personal property, or real property where such individual does not meet the City's background and security requirements, as determined by the City in its sole discretion. The City may require each employee, agent, or subcontractor of Provider having access to City personnel, data, information, personal property, or real property to submit to a background check performed by the City's Police Department ("Background Check"), and each employee, agent, or subcontractor must satisfactorily pass the Background Check, as determined by the City in its sole discretion, before or at any time during the performance of any of the Services under this Agreement.

9. Insurance

9.1 Provider shall procure and maintain at all times during the performance of the Services, at its own expense, the following insurances:

9.1.1 Workers' Compensation Insurance as required by the applicable legal requirements, covering all persons employed in connection with the matters contemplated hereunder and with respect to whom death or injury claims could be asserted against the City or Provider.

9.1.2 Commercial General Liability (CGL) : Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000.00 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 05 09 or 25 04 05 09) or the general aggregate limit shall be twice the required occurrence limit.

9.1.3 Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Provider has no owned autos, covering hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000.00 per accident for bodily injury and property damage. Requested Liability

limits can be provided on a single policy or combination of primary and umbrella, so long as the single occurrence limit is met.

9.1.4 Contractors Pollution Legal Liability: with limits no less than \$2,000,000 per occurrence or claim, and \$2,000,000 policy aggregate.

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

9.1.5.1 Additional Insured Status: The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Provider including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Provider's insurance (at least as broad as ISO Form CG 20 10 11 85 or both CG 20 10, CG 20 26, CG 20 33, or CG 20 38; and CG 20 37 forms if later revisions used).

9.1.5.2 Primary Coverage: For any claims related to this contract, the Provider's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Provider's insurance and shall not contribute with it.

9.1.5.3 Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

9.1.5.4 Waiver of Subrogation: Provider hereby grants to the City a waiver of any right to subrogation which any insurer of said Provider may acquire against the City by virtue of the payment of any loss under such insurance. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

9.1.5.5 The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Provider, its employees, agents, and subcontractors.

9.1.5.6 Self-Insured Retentions: Self-insured retentions must be declared to and approved by the City. The City may require the Provider to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

9.1.5.7 Acceptability of Insurers: Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City.

9.1.5.8 Verification of Coverage: Provider shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Provider’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

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

9.2 Provider shall deliver certificates of insurance indicating that such insurance is in effect to the City before commencement of the Services under this Agreement. If Provider is underwritten on a claims-made basis, the retroactive date shall be prior to or coincident with the Effective Date of this Agreement, and the certificate of insurance shall state that coverage is claims-made and the retroactive date. Provider shall provide the City with 30-day advance written notice of policy cancellation of any insurance policy required to be maintained by Provider pursuant to this Agreement.

9.3 All insurance policies required hereunder, and all renewals, shall be provided by a company or companies authorized to do business in Nevada and shall expressly:


- 9.3.1 Waive subrogation against the City, its officers, agents, servants and employees;
- 9.3.2 Provide that they are primary and noncontributing with any insurance which the City may carry;
- 9.3.3 Include or be endorsed to cover Provider’s contractual liability to the City; and
- 9.3.4 Disclose all deductible and self-insured retentions in the Certificate of Insurance. No deductible or self-insured retention may exceed \$250,000 without the written approval of the City.

10. **Notices**

10.1 Any notice requiring or permitted to be given under this Agreement shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery or United States mail at the following addresses:

To City: City of North Las Vegas
Attention: Joy Yoshida
2250 Las Vegas Blvd., North
North Las Vegas, Nevada 89030
Phone: 702-633-1745

To Provider: 



10.2. Either party may, at any time and from time to time, change its address by written notice to the other.

11. **Safety**

11.1. **Obligation to Comply with Applicable Safety Rules and Standards.** Contractor shall ensure that it is familiar with all applicable safety and health standards promulgated by state and federal governmental authorities including, but not limited to, all applicable requirements of the Occupational Safety and Health Act of 1970, including all applicable standards published in 29 C.F.R. parts 1910, and 1926 and applicable occupational safety and health standards promulgated under the state of Nevada. Contractor further recognizes that, while Contractor is performing any work on behalf the City, under the terms of this Agreement, Contractor agrees that it has the sole and exclusive responsibility to assure that its employees and the employees of its subcontractors comply at all times with all applicable safety and health standards as above-described and all applicable City safety and health rules.”

11.2. **Safety Equipment.** Contractor will supply all of his employees and subcontractors with the appropriate Safety equipment required for performing functions at the City facilities.

12. **Entire Agreement**

This Agreement, together with any attachment, contains the entire Agreement between Provider and City relating to rights granted and obligations assumed by the parties hereto. Any prior agreements, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

13. **Miscellaneous**

13.1 **Governing Law and Venue.** The laws of the State of Nevada and the North Las Vegas Municipal Code govern the validity, construction, performance and effect of this Agreement, without regard to conflicts of law. All actions shall be initiated in the courts of Clark County, Nevada or the federal district court with jurisdiction over Clark County, Nevada.

13.2 **Assignment.** Any attempt to assign this Agreement by Provider without the prior written consent of the City shall be void.

13.3 **Amendment.** This Agreement may be amended or modified only by a writing executed by the City and Provider.

13.4 **Controlling Document.** To the extent any of the terms or provisions in Exhibit A conflict with this Agreement, the terms and provisions of this Agreement shall govern and control. Any additional, different or conflicting terms or provisions contained in Exhibit A or any other written or oral communication from Provider shall not be binding in any way on the City whether or not such terms would materially alter this Agreement, and the City hereby objects thereto.

13.5 Time of the Essence. Time is of the essence in the performance of this Agreement and all of its terms, provisions, covenants and conditions.

13.6 Waiver. No consent or waiver, express or implied, by the Provider or the City of any breach or default by the other in performance of any obligation under the Agreement shall be deemed or construed to be a consent or waiver to or of any other breach or default by such party.

13.7 Waiver of Consequential Damages. The City shall not be liable to Provider, its agents, or any third party for any consequential, indirect, exemplary or incidental damages, including, without limitation, damages based on delay, loss of use, lost revenues or lost profits. This section survives default, expiration, or termination of this Agreement.

13.8 Severability. If any provision of this Agreement shall be held to be invalid or unenforceable, the remaining provisions of this Agreement shall remain valid and binding on the parties hereto.

13.9 No Fiduciary or Joint Venture. This Agreement is not intended to create, and shall not be deemed to create, any relationship between the parties hereto other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement. Neither of the parties hereto shall be construed to be the agent, employer, representative, fiduciary, or joint venturer of the other and neither party shall have the power to bind the other by virtue of this Agreement.

13.10 Effect of Termination. In the event this Agreement is terminated, all rights and obligations of the parties hereunder shall cease, other than indemnity obligations and matters that by their terms survive the termination.

13.11 Ownership of Documents. Provider shall treat all information related to this Agreement, all information supplied to Provider by the City, and all documents, reconciliations and reports produced pursuant to this Agreement as confidential and proprietary information of the City and shall not use, share, or release such information to any third-party without the City's prior written permission. This section shall survive the termination or expiration of this Agreement.

13.12 Fiscal Funding Out. The City reasonably believes that sufficient funds can be obtained to make all payments during the Term of this Agreement. Pursuant to NRS Chapter 354, if the City does not allocate funds to continue the function performed by Provider under this Agreement, the Agreement will be terminated when appropriate funds expire.

13.13 Public Record. Pursuant to NRS 293.010 and other applicable legal authority, each and every document provided to the City may be a "Public Record" open to inspection and copying by any person, except for those documents otherwise declared by law to be confidential. The City shall not be liable in any way to Provider for the disclosure of any public record including, but not limited to, documents provided to the City by Provider. In the event the City is required to defend an action with regard to a public records request for documents submitted by Provider, Provider agrees to indemnify, hold harmless, and defend the City from all damages, costs, and expenses, including court costs and reasonable attorneys' fees related to such public records request. This section shall survive the expiration or early termination of the Agreement.

13.14 Interpretation. The language of this Agreement has been agreed to by both parties to express

their mutual intent. The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. Preparation of this Agreement has been a joint effort by the City and Provider and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

13.15 Electronic Signatures. The use of facsimile, email, or other electronic medium shall have the same force and effect as original signatures.

13.16 Counterparts. This Agreement may be executed in counterparts and all of such counterparts, taken together, shall be deemed part of one instrument.

13.17 Federal Funding. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, in receipt of a notice of proposed debarment or voluntarily excluded from participation in this transaction by any federal department or agency. This certification is made pursuant to the regulations implementing Executive Order 12549, Debarment and Suspension, 28 C.F.R. pt. 67, § 67.510, as published as pt. VII of the May 26, 1988, Federal Register (pp. 19160-19211), and any relevant program specific regulations. This provision shall be required of every subcontractor receiving any payment in whole or in part from federal funds.

IN WITNESS WHEREOF, the City and Provider have executed this Agreement as of the Effective Date.

City of North Las Vegas
a Nevada municipal corporation

[REDACTED]
a [REDACTED]

By: _____
John J. Lee, Mayor

By: _____
Name: _____
Title: _____

ATTEST:

By: _____
Catherine A. Raynor, MMC, City Clerk

Approved as to form:

By: _____
Micaela Rustia Moore, City Attorney

Exhibit A

Invitation to Bid – B-1619

Please see attached page(s).

Exhibit B

Bid

Please see attached page(s)



**CITY OF NORTH LAS VEGAS
INVITATION TO BID**

**BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails
EXHIBIT G- Schedule of Monthly Maintenance Operations Report (14.01, 14.02)
form to be completed and turned in with monthly billing (invoice).**

Contractor Name: _____

SECTION 1:

Lot#: _____

Site Name: _____

Date: From: _____

To: _____

Crew Leader: _____

Contact Phone#: _____

Staffing#: _____

Names: _____

SECTION 2: Summary of Work Performed

Synopsis of work performed: _____

Agricultural chemicals or fertilizers applied: _____

List of equipment used on site: _____

Condition of plant materials: _____

Vandalism sustained: _____

Irrigation Repaired: _____



**CITY OF NORTH LAS VEGAS
INVITATION TO BID**

**BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails
EXHIBIT H- Contractor Complaint Log (10.03)**

Form to be completed and turned in with monthly billing (invoice).

Lot#	Site Name	Job#	Date Received	Date Returned



**CITY OF NORTH LAS VEGAS
INVITATION TO BID**

**BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails
EXHIBIT I –Craig Ranch Regional Park**





CITY OF
NORTH LAS VEGAS

Your Community of Choice

**CITY OF NORTH LAS VEGAS
INVITATION TO BID**

**BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails
EXHIBIT J- LAS VEGAS VALLEY WASH TRAIL SYSTEM**

WITHIN THE CITY OF NORTH LAS VEGAS





**CITY OF NORTH LAS VEGAS
INVITATION TO BID**

**BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails
EXHIBIT K– City of North Las Vegas Park Services Landscape Maintenance Standards**



PARK DESIGN STANDARDS

Prepared by,
City of North Las Vegas

Parks and Recreation Department

and

Public Works Department

March 10, 2011
Updated: May 2018

Park Design Standards
North Las Vegas Parks and Recreation Department

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GENERAL INFORMATION

It is the intent of the City of North Las Vegas Parks and Recreation Department and the Public Works Department to design and construct parks that adhere to the latest technologies and design aspects. These design standards are applicable to all newly constructed facilities, regardless if they are to be maintained publicly or privately (i.e., HOA).

PARK LOCATIONS

The facilities master plan assists in defining future park needs by acreage and facilities, and locates parks based on demographics. All effort should be made to locate parks symmetrically throughout the City, ensuring equal access to both locations and amenities throughout.

Parks are designed and amenitized according to level of service (LOS) methodologies. These methods suggest that communities determine level of service through research and surveys combined with insight into social and economic characteristics.

PARK TYPES

It is desirable for each park to have a unique element and identity. The use of plantings, plazas, water features, walking paths, and site furnishings can enhance the park identity. The use of site-specific topography is also encouraged to add to elements of individuality to each park.

The City of North Las Vegas has classified its parks into the following categories:

- Pocket Parks
Generally less than 5 acres, these facilities are used to provide limited park services and recreational needs, but are easily accessible to the immediate neighborhood. Generally, landscaped areas, small picnic shelters and small play structures are included. Access is generally by interconnected trails, sidewalks, or low-volume residential streets; off-street parking is typically not available
- Neighborhood Parks
Generally five to ten acres, these parks are designed to accommodate residents within a one-mile radius. These parks provide the primary park services and are easily accessible to local residents. These will house more varied play equipment, targeting multiple age groups. These parks are not intended for large group use or large events, but serve as the recreational and social focus of the neighborhood.
- Community Parks
Generally between ten and 25 acres, these parks are gathering spots for multiple neighborhoods and are designed to accommodate residents within a 2.5 mile radius. These parks feature both passive and active amenities and may preserve significant unique features of the community. These parks will often include lighted sports fields and courts, designed to be reserved for youth athletics. These parks may often provide large group programming and events.
- Regional Parks
Generally large areas that provide a destination facility for the surrounding community and

region, these parks may be upwards of 200 acres. Generally, these parks offer multiple active opportunities across a wide range of leisure activities; these parks may also have stand-alone theater, concert or event component with power and water accessibility. Typically, these parks offer a multi-field sport complex.

PARK MASTER PLANS

Permits: Permits shall be obtained by the Developer prior to constructing some of the elements listed herein, in accordance with the City of North Las Vegas Building Department requirements.

Park Master Planning: All plans shall be approved by the Director of Parks and Recreation or his Designee. Amenities within the park shall be determined by same.

DESIGN HIGHLIGHT

Crime prevention through environmental design (CPTED) shall be part of every trail and park design in the City of North Las Vegas.

"CPTED is the proper design and effective use of the built environment which may lead to a reduction in the fear and incidence of crime, and an improvement of the quality of life." - National Crime Prevention Institute

The Four Strategies of CPTED

1. Natural Surveillance - A design concept directed at keeping intruders easily observable. Promoted by features that maximize visibility of people, parking areas and building entrances: doors and windows that look out on to streets and parking areas; pedestrian-friendly sidewalks and streets; front porches; adequate nighttime lighting.
2. Territorial Reinforcement - Physical design can create or extend a sphere of influence. Users can develop a sense of territorial control while potential offenders perceiving this as discouraging. This can be achieved by defining property lines and distinguishing private from public spaces using landscape plantings, pavement designs, gateway treatments, and CPTED fences.
3. Natural Access Control - A design concept directed primarily at decreasing crime opportunity by denying access to crime targets and creating an offenders perception of risk is gained by designing streets, sidewalks, building entrances, and neighborhood gateways that clearly indicate public routes and discourage access to private areas with structural elements.
4. Target Hardening - Accomplished by features that prohibit entry or access: window locks, door dead bolts, and interior door hinges.

Conformance with Requirements: All new and altered parks shall conform to all applicable federal, state and local governing agency's requirements, codes, ordinances, rules, regulations, etc. This shall include, but is not limited to, the City of North Las Vegas, Clark County, State of Nevada, and all applicable utility companies. It shall be incumbent upon the Developer and his agents to be in full compliance with all such requirements. Where conflicts between documents occur, the more stringent requirement shall prevail.

ADA Accessibility: All new and altered construction shall comply with the Americans with Disabilities Act (ADA).

MASTER PLANNING PROCESS

Initiation to Preliminary Conceptual Plan:

- The Developer contacts the Parks and Recreation Department to initiate the planning process.
- Point of contacts from the Developer, Public Works and the Parks and Recreation Department shall be designated.
- A pre-design meeting between the Developer and Parks and Recreation Department Representatives prior to beginning the park design process is required. The purpose of the meeting is to determine City park needs as defined in the Parks and Recreation Comprehensive Plan. The number, types and sizes of fields, courts and other major amenities shall be determined by the Parks and Recreation Department Representatives to support the Parks and Recreation Comprehensive Plan.
- Preliminary Conceptual Plan: Three sets of the colored preliminary park site plan at a scale between 1/8" = 1'-0" and 1" = 100' shall be submitted to the Director of Parks and Recreation or his Designee for review and approval. Elevations, perspectives and other renderings shall be provided as requested.
- Cut Sheets of Park Amenities shall be submitted with the preliminary conceptual plan.
- A Cost Estimate shall be submitted with the preliminary conceptual plan.

Review to Draft Conceptual Plan:

Parks and Recreation staff shall review the preliminary conceptual plan and provide comments to the Developer for incorporation in a revised plan.

- The Developer shall submit the revised plan to the Parks and Recreation Point of Contact.
- If no further revisions are required, the plan shall be approved by the Director of Parks and Recreation as the Draft Conceptual Park Plan.

Public Input Process to Approved Park Master Plan:

- The Parks and Recreation Point of Contact shall set-up a presentation to the Parks and Recreation Advisory Board (PRAB). Comments on the plan shall be gathered. Permission to

take the plan to public town hall meetings shall be requested.

- If no further revisions are necessary, the town hall meetings shall be arranged by the Parks and Recreation Point of Contact. The Developer shall arrange for public notification of the meeting. The Developer shall provide power point presentations and mounted renderings that illustrate the plan. Public comments shall be gathered.
- The Developer shall produce a Public Comment Plan incorporating the public comments. A second meeting with the Parks and Recreation Advisory Board shall be scheduled by the Parks and Recreation Point of Contact. The Developer shall provide power point presentations that illustrate the Draft Conceptual Plan and the Public Comment Plan. Comments from the Parks and Recreation Advisory Board shall be gathered. A recommendation from the PRAB to the City Council shall be solicited.
- The Developer shall revise the plans as directed by the Parks and Recreation Point of Contact. A power point presentation shall be produced and presented to the City Council. Approval of the plan, with or without modifications shall be solicited from the City Council. Modifications to the plan and a second meeting with the City Council may be required to gain approval.

Construction Documents:

All construction documents shall be approved by the Director of Parks and Recreation before permit submittal occurs.

The following is a list of the minimum required construction documents required for public park projects:

Architectural Plans: for restrooms and other buildings.

Civil Engineering Plans: Utility, Horizontal Control, Details.

Electrical Power and Telephone Plans.

Grading Plan: A detailed grading plan of the park project shall be submitted.

Construction Plan: A detailed construction plan of the park project shall be submitted.

Lighting/Electrical Plan: A detailed lighting plan shall be submitted.

Photometric Plan: Detailed photometric plans, showing lighting levels, shall be submitted.

Structural Plans: All elements that require structural engineering shall be detailed and submitted.

Irrigation Plan: A detailed irrigation plan shall be submitted. See Appendix B.

Planting/Landscape Plan: A detailed planting plan shall be submitted.

Construction Details: Details of all constructed elements shall be submitted.

Irrigation Details: Details of all irrigation assemblies shall be submitted.

Planting Details: Details of all plant materials and conditions shall be submitted.

Technical Specifications: Technical specifications for safety surfacing, planting and irrigation are found within this document. These specifications, at minimum, shall be incorporated in the plan set for the park project.

Cost Estimate.

Color and Materials Boards shall be submitted upon request.

All drawings shall be sealed in accordance with Nevada Revised Statutes.

GENERAL DESIGN STANDARDS

Standard Civil Details. Copy all referenced standard civil engineering RTC “Blue Book” type details onto the drawings, for both on-site or off-site work. Do not simply reference the number of the details and assume that the workers on site have a copy of the book.

Parking and CAT Bus Stops/Pullout Areas. Include the minimum number of handicapped parking spaces required by the Planning Department and ADA Guidelines. Reference the Regional Transportation Commission design standards for bus stops.

Bicycle Parking Standards. At every city park and occupied city building over 5,000 square feet, provide bicycle parking for a minimum of two bicycles. Provide more racks at more locations around the facility depending on the expected usage. Location of the bike racks shall be well lit, highly visible by the public, adjacent to and visible from the building entrances or park amenities being served, and on routes that minimizes conflicts with vehicles and pedestrians.

Accessible Exterior Surfaces. Reference the "Accessible Exterior Surfaces Technical Article" (June 21, 1999) by the U.S. Architectural and Transportation Barriers Compliance Board for acceptable ADA exterior surfaces other than concrete and asphalt. Note that decomposed granite (without heavily mixed stabilizer similar to concrete) is NOT an acceptable surface when wet.

Grading. Slope limited to 5 to 1 maximum in turf areas. Other non-turf areas may be any reasonably approved slope.

Do not place berms near concrete surfaces, which are flush to the adjacent turf, hardscape, or decomposed granite surfaces. Children will use the hard surface as a starting bike acceleration area to use the berm as a jump.

Do not place berms immediately adjacent to play equipment areas, tennis courts, or other activity areas so that irrigation water runoff runs into the activity area.

Do not place trees on turfed berms. The normal turf irrigation water does not have an opportunity to soak in for the tree's use before running off.

Pavers. When using pavers, they must be set on a concrete base; no sand beds. The city has bad history of the pavers settling and creating tripping hazards.

Retaining Walls. Avoid all retaining walls where an alternate grading plan design can adjust the grades in slopes instead.

Retaining Wall Waterproofing. Waterproof the backside of all site retaining walls by hot mopping 2 layers of 15 pound felt, or better waterproofing system. Protect the waterproofing system from backfill with a protective board.

Underground Utility Tracing. Provide trace wire with identification for all underground utilities installed in non-conductive pipe (sanitary sewer, storm sewer, water, swimming pools) and natural gas. Trace wire is not required for irrigation systems.

Fire Department Access. Comply with NFPA 1, NFPA 1901, CNLV requirements and/or currently applicable regulations for fire lanes and fire access roadways.

The general requirements stipulate minimum 24' width, 28'/52' inside/outside radii, 81' diameter bulb turn-around where dead ends exceed 150', 13'-6" minimum clear height and maximum angles of approach/departure of 6% for a minimum of 25 feet with a maximum achieved grade of 12%. The gradient of fire lanes or access roadways adjacent to structures shall not exceed 6% run or cross slope to facilitate aerial fire apparatus staging.

Speed bumps are prohibited installations per the fire code, because they slow down emergency response. However, the Fire Department may allow the installation of speed humps built to their standards, as they have a lower profile (3.25"), which does not unnecessarily hinder emergency apparatus response times.

Due to the many variables encountered on sites and building designs, the design team should meet early in the design process with the Fire Department to demonstrate how these requirements will be incorporated into the site design.

PARK DESIGN ELEMENTS

Walkways and Circulation

Care is to be taken to ensure pedestrian circulation throughout the park is efficient, and complies with CPTED recommendations and ADA requirements. The design should also consider maintenance and its pattern during the design of the park. Sidewalks utilized specifically for pedestrians will be a minimum of 8 feet in width.

- Paths shall be concrete pavement, minimum 4" thick and in conformance with the geotechnical soils report recommendations.
- Concrete paths shall have a medium broom finish Sidewalk slopes and cross slopes will comply with ADA standards, unless technically infeasible
- There is to be a 2' minimum clear zone adjacent to both sides of all bike paths from any vertical object, except where water or utility maintenance access is needed. Vertical clear zones of 8 feet for foot and biking trails, and 10 feet at undercrossing and for equestrian trails are required.
- All circulation paths within a park must be lighted per lighting standards.

Parking

Parking and vehicular circulation is an important consideration in park design and should be designed for maximum efficiency while considering security and accessibility components.

DESIGN HIGHLIGHT

Park Parking Rules of Thumb

The following may give some guidance for determining the number of spaces needed. The number of spaces can vary greatly depending on whether every activity is busy at once and what events are programmed for the park.

Soccer/ multi-use	60 spaces per field
Baseball/Softball Fields	48 spaces per field
Tennis Courts	4 per court
Basketball court	10 per court
Bocce Courts	4 per court
Horseshoe Court	2 per court
Tot Lots/Water Feature	4-6 per structure
Dog Park	1 per 1,000 s.f.
Maintenance	1 per park up to five acres; one additional space for every additional five acres. Spaces to be distributed throughout the park per maintenance needs.
Shade Structures	Design should take into consideration the size of the structure with the amount of spaces

1. Ensure that all parking meets ADA guidelines and zoning requirements. A minimum of 4 spots per acre must be provided, with additional spaces required as indicated below
2. Ensure that parking lot lighting meets current IES standards.
3. Plant non-deciduous trees (24 inch box minimum) adjacent to parking lots to provide shading.

Signage

The City of North Las Vegas Parks and Recreation Department will review all park signs and propose standard designs and language for all park signage. All signage must be approved prior to installation. The current Manual on Uniform Traffic Control Devices (MUTCD) shall be followed where possible for all roads, parking lots and parks. All signs shall have graffiti-resistant coating.

The following is a list of the general signs required in park projects and the locations / quantity of each type of sign to be installed

- Park Hours Custom Hours: Coordinate with Project Manager whether the park will have non-standard hours of operation. If the park does have non-standard operating hours provide the sign drawing showing attachment to the Park Rules sign.
- Park Rules: One sign located at each main pedestrian entrance and one sign located at each vehicular entrance.
- Report Vandalism: One sign located at the main entrances to areas that may attract vandalism such as playground equipment areas, skate parks and group shelters. Avoid mounting signs to posts of shade or picnic structures.
- Dog Bag Dispensers: One sign mounted on post above dog waste bag dispenser. Coordinate with Dog waste bag dispenser design requirements in Site Furnishings Section 12 93 00 (Dog Station).
- Multi-Use Facility (Detention Basin): One sign at each entrance to detention basins. Note: reference Drainage Basins paragraph in this section for additional signage requirements.
- No wheeled Toys: Signs are required to be installed at entry points to resilient surface tracks.
- Children's Park (Designated): One sign located above park rules sign. Reference park rules sign for locations. Note: This sign to be used only if council appropriates the park specifically for children.
- Winter Irrigation: One sign located at each main pedestrian entrance and vehicular entrance. Also install signs around the perimeter of turf areas at a maximum spacing of 100 lineal ft. between signs or as deemed necessary. Mount on post with other signs and if necessary on light poles. Note: Winter Irrigation sign only to be included in the construction documents if the park is scheduled to be completed between the months of November and February.
- Walk Loop/Amenity: When a park has a walk loop, provide sign(s) at main parking lot(s). Sign size to be determined by park layout.

Lighting

Lighting shall be incorporated into the design of parks and shall follow CPTED guidelines. This applies

to all aspects of a park including but not limited to: parking lots, plaza areas, playground areas, shade structures, restrooms, and along all walking paths. All new lighting will be LED.

Construction Material

1. Use steel, metal, aluminum, recycled material or approved equal for park fixtures and ramadas. Wood will not be permitted. Roofing material must be 20 year guaranteed metal, standing seam with Kynar finish.
2. Between turf and landscaped areas, install headers consisting of concrete, brick, ultraviolet-treated vinyl or metal.
3. Windscreen material to be double leno polypropelent, 85% shade open mesh. Color is to be dark green or black.

AMENITIES AND SITE FURNISHINGS

Park amenities vary with the size of the park, its location, and the current and future needs of the area. Every park should normally include at least the following amenities:

1. Park signage
2. Park restroom (required for parks > 5 acres)
3. A minimum 8 foot wide concrete loop walk connecting all major elements within the park (for pedestrian circulation, maintenance vehicles and emergency vehicles)
4. Shaded tot lot (separate amenities for different age groups)
5. Drinking fountains, picnic tables, park benches, trash receptacles, BBQs, and dog waste dispensers.

Quantities will vary based on park size and need. Refer to each individual section for more detailed information.

Drinking Fountains

In open areas, a minimum of one freestanding fountain for adult and child usable heights must be provided and must meet current ADA accessibility guidelines. For parks larger than 1 acre, one drinking fountain per 2 acres must be provided. Colors are to be approved by the City of North Las Vegas. Locate chillers within 24 inches of the drinking fountains and no recirculating pumps are allowed. Use copper water piping for the drinking fountains, and insulate chilled water tubing.

Acceptable manufacturers are:

- Haws
- MDF
- Sunroc
- Acorn (outdoor wall mount)
- Metcraft (outdoor wall mount)
- Willoughby (outdoor wall mount)

Drinking fountains at restrooms are to be wall mounted to the building. Doggie drinking fountains

must be provided at dog parks and may be provided in other areas as approved by the Parks and Recreation Department. Drinking fountains shall drain to the public sewer. If an application arises where sewer connection is not available, draining through a French drain may be possible, but will need to be approved by the city's Parks and Recreation Department and Utilities.

Trash Receptacles

Trash Receptacles shall be mounted with concrete pads that do not conflict with grass mowing and irrigation equipment. Where two trash receptacles are co-located they shall be installed level with each other.

- Smooth, integral concrete
- City of North Las Vegas logo
- Color shall be beige or as approved by Parks and Recreation Department
- Epoxy to surface in location(s) directed. Locations shall be approved prior to epoxy.
- Minimum quantities: A minimum of 3 trash receptacles or 1 per acre (whichever is greater) shall be provided for open spaces. In addition, the following shall be adhered to:
 - Ball fields and large ramadas: 2 each
 - Tennis courts: 1 each
 - Basketball courts: 1 each
 - Restrooms: 1 each
 - Tot lots 1 each
 - Parking lots: 1 each
 - Dog parks: 1 per area
 - Water play area: 1 each
 - Other sports amenities: 1 each

Pet Waste Stations

- Stainless steel
- Locking front access panel
- 400-bag capacity
- Signage
- Provide at intervals of 1,500 feet along paths or trails
- For parks, stations should be provided at a ratio of approximately two per five-acre area. For dog parks, a minimum of one at the entry and one for each area.

DESIGN HIGHLIGHT

Amenity Access

Often site furnishings require specialized equipment for offloading. The designer should consider access to the site in the design. It is the contractor's responsibility to schedule deliveries, equipment, and progress of the work to avoid conflicts and to ensure equipment is properly offloaded and installed.

Picnic table

A minimum of 1 picnic table, or 1 picnic table per 1.5 acres (whichever is greater) is required.

- Smooth, integral concrete
- City of North Las Vegas logo
- Skate resistant design
- Color shall be beige or as approved by the Parks and Recreation Department
- Epoxy to surface in location(s) directed. Location to be approved prior to epoxy.

Park Benches

Park benches shall be placed on concrete pads that provide ADA accessibility. Concrete pads are to be designed to reduce conflict with grass mowing and irrigation systems. Benches shall be set back from walkways and trails to avoid user conflicts. A minimum of 2 benches are required, or 1 per ½ acre (whichever is greater).

- Smooth, integral concrete
- City of North Las Vegas logo
- Skate resistant design
- Color shall be beige or as approved by the Parks and Recreation Department
- Epoxy to surface in location(s) directed. Location to be approved prior to epoxy.

Barbeque Grills

A minimum of 2 barbecues, or 1 per acre (whichever is greater) is to be provided. All shaded ramadas are to have an additional grill.

- Single or family
- Smooth, integral concrete
- City of North Las Vegas logo
- Color shall be beige or as approved by the Parks and Recreation Department
- Epoxy to surface in location(s) directed. Locations shall be approved prior to epoxy.

Lighted Flag Poles

Provide one flagpole at each park. Provide two light fixtures per flag pole, as defined by the United States Flag Code. The fixtures must be shielded such that the point source is not visible outside of a 15-ft. radius.

SHADE STRUCTURES

Two types of shade structures are used for parks. Both fabric and metal structures are used whereas only metal is used for trails. The following describes the types of shade structures to be used.

The proposed structure(s) shall be modular and prefabricated, and include the structural steel frame, fabric/metal roof, steel cables, all fasteners, and installation of structure(s) including foundations. All shade structures shall be engineered and designed to meet a 90 mph wind load, 10 psf snow load, and 10 psf live load.

Installations of shade structures shall be performed by manufacturers licensed and bonded in the State of Nevada (Clark County) and comply with manufacturer's instructions for assembly, installation, and erection per approved drawings.

- Manufacturers not on the approved list may be considered.
- Shade structures shall be lighted according to CPTED rules and regulations.

The size of the shade structure will vary with each project. The minimum size for a metal shade structure is 12 feet x12 feet. The dimensions of concrete underneath shade ramadas used for picnic areas shall match the dimensions of the ramada. The size will depend on the equipment being covered.

Acceptable manufacturers for metal shade structures are:

- Poligon
- Classic Recreation Systems
- Approved equal

Acceptable manufacturers for fabric shade structures are:

- USA Shade
- Shade Systems
- Approved equal

Steel

- Must be designed to meet requirements of the American Institute of Steel Construction (AISC) Specifications and the American Iron and Steel Institute (AISI) Specifications for Cold Formed Members.
- All connections shall have a maximum internal sleeving tolerance of .0625 inches using high tensile strength steel sections with a minimum sleeve length of six inches.
- All non-hollow structural steel members shall comply with ASTM A-36

- All hollow structural steel members shall be cold formed, high-strength steel and comply with ASTM A-500, Grade C.
- All steel plates shall comply with ASTM A-572, Grade 50.
- All galvanized steel tubing shall be triple coated for rust protection using an inline electro-plating coat process. All galvanized steel tubing shall be internally coated with zinc and organic coatings to prevent corrosion.
- Tension cable: Steel cable is determined based on calculated engineering load.
- For light and medium loads; ¼-inch (nominal) galvanized 7x19 strand cable is to be used.
- For heavy loads; 3/8-inch (nominal) galvanized 7x19 cable is to be used.
- There shall be no sharp edges.

Bolts

- All structural field connections of the shade structure shall be designed and made with high strength bolted connections using ASTM A-354, Grade B or SAE J249, Grade 8.
- All stainless steel bolts shall comply with ASTM F-593, Alloy Group 1 or all bolt fittings shall include rubber washers for a water-tight seal at joints.
- All nuts shall comply with ASTM F-594, Alloy Group 1 or 2.
- Bolts shall be cut down after the nut so no sharp edges are exposed.

Welding

- All shop welded connections shall be in strict accordance with the requirements of the American Welding Society (AWS) Specifications.
- Structural welds shall be in compliance with the requirements of the “prequalified” welded joints where applicable and by certified welders. No onsite or field welding shall be permitted.

Powder coating

Shade structures shall receive powder coating. Powder used in the powder coat process shall have the following characteristics:

- Specific gravity: 1.68 +/- 0.05
- Theoretical coverage: 114 +/- 4 ft²/lb./mil
- Mass loss during cure: <1%
- Maximum storage temperature: 750 F at 50 percent relative humidity 87

Fabric Roof Systems & Properties

- UV shade fabric is made of UV stabilized cloth and of a UV stabilized high-density polyethylene
- Mesh shall be raschel knitted with monofilament and tape yarn filler to ensure that material will not unravel if cut. The fabric knit is to be made using monofilament and tape filler that has weight of 195 grams per square meter.
- Fabric shall conform and pass the ASTM E84 testing standard for Fire Protection.
- Stretch stentored fabric weight (oz./m²) 6.9 fabric width 10 feet

- Roll length 164 feet, roll size 63 inches x 16.5 inches; weight 68 lbs.
- Life expectancy is ten years in sun with minimum fading after six years (three years for red).
- Temperature -22° F maximum temperature +176° F
- All sewing threads are to be double stitched. Thread shall be manufactured from 100 percent expanded PTFE, mildew-resistant exterior approved thread. Thread shall meet or exceed the following:
 - Flexible temperature range
 - Very low shrinkage factor
 - Extremely high strength; durable in outdoor climates
 - Resists flex and abrasion of fabric
 - Unaffected by cleaning agents, acid rain, mildew, and salt water; rot
 - resistant and unaffected by most industrial pollutants
 - Treated for prolonged exposure to the sun
- Mechanical connections need to be safety cabled (clevises or turnbuckles)
- Reinforcement at corners to reduce tearing
- Separation of fabric and framework to reduce tearing
- There shall be a minimum seven feet of clearance from the highest designated play surface (platform) of a play structure and the shade structure.

TRASH ENCLOSURES

General Information

Trash enclosures must be concrete masonry construction with graffiti resistant coating and shall meet Republic Services requirements. Design team is responsible for Republic Services approval for location. Contact Republic Services customer service at (702) 735-5151 for location approval. The number, location, and colors are to be approved by the City of North Las Vegas Parks and Recreation Department. Aesthetics must be approved through the Community Development and Services Department.

Trash enclosures shall be designed based on the following:

- One trash enclosure is to be provided for approximately every ten acres
- Trash enclosures shall have positive drainage
- Trash enclosure locations must allow for Fire Department access
- Recycle receptacles may be preferred and should be coordinated with the Parks and Recreation Department
- Gates shall be metal and perforated
- Regulatory signage – include a “no public dumping” sign in a visible location. Sign shall be white/red and include the current North Las Vegas Municipal code and city logo.
- Slide bolts shall be used for single gate. The slide bolt shall be lockable and minimum 3/4” diameter. Deadbolt lock will not be accepted.
- Hinges – gate hinges shall be designed to withstand the weight of the gate. Warranty for hinges shall be a minimum of five years.

FENCING

Chain Link Fencing

The following information provides general information for fencing located in parks and along trails. If fencing is located in another surface other than concrete, the fencing will need to be installed with a mow curb. The use of used, light wall, rerolled, regalvanized, or open seams on any post or rail are not acceptable.

Acceptable manufacturers are:

- Anchor Fence Co.
- American Fence Corp.
- Tiberti Fence
- Approved equal

Fencing shall comply with the following standards:

- ASTM F669 Light Industrial Fence quality
- ASTM F1083
- ASTM F1234
- ASTM 525, G210
- ASTM A392

Components

- Line post spacing: At intervals not exceeding 10 feet
- Line posts: 2.38-inch diameter. Gate posts: 3.5-inch diameter.
- Corner and terminal posts: 3.5-inch diameter
- Top, bottom and brace rail: 1.66-inch diameter, plain end, sleeve coupled
- Grind all bolts to within 1/8-inch of nut. A ½-inch gap is to be provided at the bottom of fencing between the fabric and concrete curbing or slab.
- Schedule 40 pipe shall be hot-dip galvanized inside and out.

Fabric

- Fabric is to be double-knuckle chain link at top and bottom (9 gauge). Fabric wire (steel): Zinc coated wire fabric.
- Fabric for fencing under 16 feet in height: Two-inch diamond mesh interwoven wire, 9 gauge, top selvage knuckle end closed, bottom selvage knuckle end closed.

Post Braces

Post braces shall be provided for each gate, corner, pull, and end post for use with fabric, six feet or more in height, and shall consist of a round tubular brace extending to each adjacent line post at approximately mid height of the fabric, and a truss consisting of a rod not less than 5/16-inch nominal diameter from the line post back to the gate, corner, pull, or end post, with a turnbuckle or other

equivalent provision for adjustment. Truss rods may be eliminated in any line of fence where there is a continuous center rail.

Post Tops

Post tops shall consist of ornamental tops or combination tops with shepherd hook supporting arms, as required for security purposes. The top shall be provided with a hole suitable for the through passage of the top rail. The post tops shall fit over the outside of the posts and shall exclude moisture from posts.

Top Rails

Top rails shall be in lengths of not less than 18 feet, and shall be fitted with couplings for connecting the lengths into a continuous run. "Swedged"-type connections are not acceptable. The couplings shall be not less than six inches in length with a wall thickness of .070 inches; and shall allow for expansion and contraction of the rail. Open seam outside sleeves are not acceptable.

Tension Bars

Tension bars shall not be less than 3/16-inch x ¾-inch and not less than two inches shorter than the normal height of the fabric with which they are to be used. One tension bar shall be provided for each end and gate post, and two for each corner post, pull post, top, and bottom rail. Tension bars shall be 0.078-inch thick steel.

Ties or Clips

Ties or clips shall be 11 gauge galvanized steel ties and shall be provided in sufficient number for attaching the fabric to the line posts, top, mid, and bottom rails; at intervals not exceeding 15 inches.

Bands or Clips

Bands and clips shall be 11 gauge galvanized steel, and shall be provided in sufficient number for attaching the fabric and stretcher bars to all terminal posts at intervals not exceeding 15 inches.

Tension bands shall be:

- Formed from flat or beveled steel
- Minimum thickness after galvanizing of 0.078 inches
- Minimum width of ¾-inch for posts 4-inch O.D. or less and
- Minimum thickness of 0.108-inch by 7/8-inch for posts larger than 4-inch

O.D.

Brace bands shall be:

- Formed from flat or beveled steel
- Minimum thickness of 0.108-inch after galvanizing
- Minimum width of ¾-inch for posts 4-inch O.D.
- Attachment bolts shall be 5/16-inch x 1-1/4-inch galvanized carriage bolts with nuts

Gates

Acceptable manufacturers are:

- Anchor Fence Co.
- American Fence Corp.
- Tiberti Fence
- Approved equal

Gates shall comply with the following standards:

- ASTM F900

Gate Hardware

- Gate posts: 3.5-inch diameter
- Gate frame: 1.90-inch diameter for welded fittings and truss rod fabrication
- Horseshoe gate latch. Center gate stop and drop rod. Three ball and socket-type gate hinges per leaf and hardware for padlock.
- Gate frame shall be round or rectangular tubular members, welded at all corners or assembled with corner fittings.
- Welded joints shall be top coated with aluminum paint to match the frame color. Gates assembled with corner fittings shall have adjustable truss rods 5/16-inch minimum diameter on panels five feet wide or wider. Truss rods shall be the same base material and finish as the gate frame. Gate leaves shall have vertical interior bracing at maximum intervals of eight feet and shall have a horizontal member if the fabric height is eight feet or more.
- Gate fabric shall be the same type used in fence construction. The fabric shall be securely attached to the gate frame at intervals not exceeding 15 inches. Gate accessories shall be of the materials as specified for the fence.
- Hinges shall be structurally capable of supporting the gate leaf and allow the gate to open and close without binding. The hinges shall be so designed to permit the gate to swing a full 180 degrees. 180-degree swing industrial-style hinges are not acceptable.
- Single gate latch shall be capable of retaining the gate in a closed position and shall have provision for a padlock.
- Double gate latch shall be a drop rod or plunger bar arranged to engage the gate stop. Locking devices shall be constructed so that the center drop rod or plunger cannot be raised when the gate is locked. The latching devices shall have provision for a padlock.
- Gate stops shall be provided for all double swing gates.
- Gate keepers shall be provided for each gate leaf over five feet wide.
- Locking hardware shall consist of slide bolt and padlock.

Wrought Iron Fencing

Wrought iron fencing shall be used at play areas and skate parks unless otherwise determined by the City of North Las Vegas. If fencing is located in another surface other than concrete, the fencing will need to be installed with a mow curb.

- Durable, weather resistant, vandal resistant commercial grade galvanized steel. Six feet tall, eight feet wide panels, 5/8-inch pickets. Two-inch square posts. All connections shall be welded; no sharp edges. Three-inch maximum openings. Single and double gates to match powder coat finish, color to be determined by Public Works, Parks and Recreation Department.
- Locking hardware shall consist of slide bolt and padlock

RESTROOMS

General Requirements

Restroom floorplan or type shall be approved by the City of North Las Vegas Parks and Recreation Department and varies depending on the park size and amenities. One of three restroom floor plans is typical: trailhead, neighborhood park, or concession.

Restroom buildings shall have vehicular access for maintenance staff, as required by city staff.

However, removable bollards shall be provided to hinder public vehicular access, if applicable.

Colors are to be approved by the City of North Las Vegas Parks and Recreation Department.

Provide concrete access around perimeter of building.

Restroom Building Standards

- Standard buildings should have both men's and women's facilities.
- All vertical concrete surfaces shall be coated with non-sacrificial graffiti resistant coating. Refer to Graffiti Resistant Coating Section.
- All interior restroom walls are to be epoxy paint coated white.
- Provide a slip resistant gray epoxy coating on restroom floors to comply with building code.
- Any architectural features that may promote climbing, footholds, handholds, etc. are discouraged. Example: An eight-foot screen wall would be preferred over a five-foot screen wall due to climb ability.
- Electrical gear shall be housed in an enclosure.
- Masonry partitions are to be installed in restroom facilities between stalls.
- Where applicable, plumbing chase to have eight-foot wide clearance to allow for a maintenance bay with a combination maintenance/plumbing area.
- Provide signage, address, fire extinguishers, Knox-Box, etc. per City of North Las Vegas Building and Fire Safety code.
- Restroom signs: recessed, cast aluminum, and shall meet ADA requirements.
- Restroom windows: provide high open screened/mesh windows with powdercoated decorative metal grating to provide ventilation and light during daylight hours.
- Restroom doors: to be made of a solid phenolic material with breakaway hinges. Ensure ADA compliance is met.
- Restroom gates: Powder-coated tube steel restroom gates shall be used in lieu of doors on the men's and women's restroom entries. Tube steel is to be 3/16-inch minimum and gates shall have the ability to be locked in both the open and closed positions using a heavy duty

slide bolt that accepts a padlock.

- The joint where floor/wall/ceiling come together shall have a joint sealant over the joint.
- Comply with Southern Nevada Health District standards for concession layout.
- Best brand locks shall be used on all lockable doors and gates.

Prefabricated restroom

A prefabricated restroom needs must to be approved through the State of Nevada Manufactured Housing Division, ICC, or be on the approved Clark County fabricator list.

Recommended products:

- Public restroom company
- CXT concrete buildings
- Approved equal

Custom-built restroom

CMU block building, split face, with fluted or decorative block accents required, unless otherwise specified.

Roof is to be corrugated metal over a weather resistant barrier. All interior ceiling must be smooth and painted. Sheetrock is not permitted. Access to the maintenance bay from the restrooms shall be restricted.

Maintenance Bay

Maintenance bay is to have 16-foot minimum width x 20-foot depth with a 10-foot clearance (all access to high voltage switch gears inside chase). If a roll-up door is required it shall be a 10-foot commercial coiling roll-up door (electric with a keyed switch on the exterior of the building), with a manual chain override including metal jambs, and vandal resistant lock. Provide a tube steel gate with slide bolt lock and padlock latch at exterior threshold that protects the roll-up door. Tube steel thickness shall be a minimum of 3/16-inch and powder coated.

Maintenance bay shall also have a hollow metal man door, with Best brand locks.

Man door shall also have a powder coated 3/16-inch minimum thick tube steel gate protecting it.

If there is a roll-up door, a man door is required. If there is no roll-up door or man door, then double doors 8 feet wide are required (with a powder-coated 3/16– inch minimum thick tube steel gate protecting them).

Maintenance bay is to include a commercial grade mop sink and an eye wash station.

Provide sufficient sleeves and pull strings for irrigation controllers, electrical and electrical controls, Musco controls, and phone lines. Provide sufficient electrical service for irrigation controllers per park maintenance requirements.

Provide conduit as required (usually two inch) with pull string for telephone line.

The conduit shall stub up into maintenance bay. Provide all telephone board and equipment required by service provider.

Provide access for Musco control link interior to the maintenance bay.

Provide lighting in maintenance bay with occupancy sensors/switches.

Electrical

Refer to the restroom lighting sub-section in Section XIII Lighting for detailed information on restroom lighting requirements.

Fixtures

All fixtures are to be stainless steel with push buttons (when applicable). Fixture counts will be reviewed when the restroom is for larger sport facilities. Fixtures to include: drinking fountains, sinks, urinals, toilets, mirrors, toilet paper dispensers, hand dryers, and soap dispensers.

One hose bib shall be located within equal distance to the men's and women's restrooms and shall be recessed with a locking door. Detention grade fixtures shall be used. All fixtures are to be wall-mounted, except hand dryers, which are recessed.

Toilet paper dispensers to be heavy duty double roll with bar and padlock.

Recommended products:

- Acorn
- Willoughby
- Approved equal

Drinking fountains, outdoor wall-mount brass. Airtrol valves on the fountains only; no plastic valves:

- Acorn
- Willoughby
- Approved equal

Wall-hung lavatories- vandal proof with brass Airtrol valve bodies on all brands; no plastic:

- Acorn
- Willoughby
- Approved equal

Lavatory faucets- public areas:

- Moen
- Willoughby
- Approved equal

Toilets- vandal proof, wall hung only with integral seat:

- Acorn
- Willoughby
- Approved equal

Urinals- vandal proof:

- Acorn
- Willoughby
- Approved equal

Hand dryer- vandal proof, heavy duty, mounting through wall:

- Fastaire

- World Dryer
- Approved equal

Plumbing

Provide water pressure regulator.

Provide cleanouts.

Water heaters to be installed in maintenance bay, if required. Water heaters are required if it is a concession layout.

All plumbing to be installed in maintenance bay.

Hand dryer to be recessed in the wall with motor mounted in maintenance bay.

Provide two floor drains on each side and ensure drainage in each facility for wash down capability.

Floor drains shall have passive trap primers with concrete slope toward the drain.

Wall hydrants:

- JR Smith
- Woodford
- Approved equal

Flushometers, concealed:

- Sloan Royal
- Zurn Aquaflush
- Approved equal

Tempering/mixing valves:

- Symmons TempControl series
- Leonard FM150
- Approved equal

Backflow prevention devices shall be the same size as the piping they serve:

- Wilkens
- Watts
- Approved equal

Graffiti Resistant Coating

Graffiti resistant coating shall be non-sacrificial. Apply paint coating(s) as specified.

Paint application(s) must be inspected and approved by the owner's representative before any further work is initiated. A minimum of two coats of paint shall be applied, as specified.

Recommended products:

- Dunn-Edwards: Ultrashield, Aliphatic Polyurethane Enamel Clear IP631
- Sherwin Williams anti-graffiti coating
- Approved equal

Notes:

The following information shall be included in the plans/specifications:

☐ Apply paint coating(s) as specified. Paint application(s) must be inspected and approved by the

owner's representative, before any further work is initiated. A minimum of two coats of paint shall be applied, as specified.

- A minimum of two coats of clear graffiti resistant coating shall be applied.
- A minimum of a five-gallon bucket for each color and graffiti resistant coating at each building shall be provided at turnover.

PLAYGROUNDS AND SAFETY SURFACING

Safety

All playground equipment and surfacing shall meet or exceed the safety provisions and requirements specified in the latest versions of:

- Consumer Product Safety Council (CPSC) Handbook for Public Playground Safety
- ASTM F1487, Standard Consumer Safety Performance Specification for Playground Equipment for Public Use
- ADA Final Accessibility Guidelines for Play Areas as published by the Architectural and Transportation Barriers Compliance Board
- ASTM F1292, Standard Specification for Impact Attenuation of Surfacing Material
- ASTM F355, Standard Test Method for Impact Attenuation of Playing Surface Systems and Materials
- ASTM F2049, Standard Safety Performance Specification for Fences/Barriers

The play area shall have cushioned flooring in conformance with NRPA playground safety and ADA requirements, and shall bear the IPEMA certification seal.

General Requirements

Crime Prevention Through Environmental Design (CPTED) is a part of every trail and park design in the City of North Las Vegas. CPTED is a multi-disciplinary approach to deterring criminal behavior through environmental design. CPTED strategies rely upon the ability to influence offender decisions that precede criminal acts.

Fabric shade structures with lighting over the playground are recommended to the greatest extent possible in compliance with CPTED standards and ASTM F1487, latest edition. Shade is not required over swing sets. If a shade structure is provided, roofs on playground equipment should not be included.

- The grade across a playground is to be less than two percent.
- Provide a one-foot buffer of playground surfacing around all playground fall zones to allow for adjustment of playground equipment during construction, where applicable.
- Wrought iron security fencing is to be provided when playgrounds are near streets or as otherwise directed by the Parks and Recreation Department. If fencing is required, provide a non-climbable fence with a self-closing gate and ADA latch that latches to the outside around the playground to meet ASTM F2049, latest edition.
- Separate water features from playgrounds.
- If turf is installed near the playground there shall be a three-foot minimum buffer from playground surfacing.

Playground equipment

1. Provide separate toddler (2-5 years old) and children's (5-12 years old) tot lot structures with play surfacing.
2. Provide separate toddler and children's swing areas with play surfacing.
3. Design equipment to have multiple play elements accessible to all users.

4. Metal slides are unacceptable
5. Provide 3-D drawings of the playground equipment layout, including swings.

Age appropriate signage shall be installed so that it is readily visible and be freestanding out of the use zone. Playground manufacturer signs shall be used for each age group and shall meet ASTM requirements. Include detail in construction documents for review during design phase. Signage shall include, but is not limited to:

- intended age range for product
- supervision recommended
- warning message regarding removal of helmets, drawstrings, or accessories around the neck
- hot play surfaces/surfacing warning
- manufacturer's identification

Recommended manufacturers:

- Miracle
- Kompan
- Approved equal

Playground Surfacing

Playground surfacing thickness must meet fall heights requirements per ASTM and as determined by the playground surfacing manufacturer.

All playground surfacing shall have a sub base consisting of a four-inch-thick 95 percent minimum compacted type II base material with two-inch-thick concrete slurry, 2,500 psi minimum.

Poured in Place Poured in place playground surfacing shall be a two-layer system consisting of a cushioned base and a wearing course or a one - layer system. Specify colors and patterns on plan sheets.

Provide a top coat as a sealer

- Flex grout
- Playground pavement
- Approved equal

Two-layer system: The wearing (color) course shall be ½-inch thick minimum EPDM rubber granules bonded with an aliphatic binder. The cushion layer should be a mixture of black recycled SBR rubber buffing mix to meet CPSC and ASTM standards.

Recommended products

- Tot Turf
- FlexGround
- Approved equal

One- layer system: bonded wood chips comprised of wire-free, cleaned recycled rubber and polyurethane binder to meet CPSC and ASTM standards.

Recommended products

- GT Imact
- Tot Turf bonded rubber
- Approved equal

The following information shall be included in the plans/ specifications:

- A playground audit will be required by a NRPA certified playground safety inspector (CPSI)
- Only manufacturer-certified installers shall be used for playground installations

- Allergen free
- Provide documentation that all materials are free from lead or other heavy metals
- Warranty all materials per manufacturer recommendations from date of substantial completion
- Warranty installation for a minimum of one year from date of substantial completion
- Playground surfacing thickness to meet fall heights requirements per ASTM and as determined by the playground surfacing manufacturer
- Installation company must be licensed in the state of Nevada and Clark County
- Provide physical samples of surfacing

DOG PARKS

Each dog area provided should be a minimum of one acre. Two or three separate areas should be provided to allow for rotation of use and maintenance. One should be designated for small dogs (dogs under 25 pounds, puppies, old and handicapped dogs) and one for all dogs. The all dog area should be around 2/3 of the total fenced acreage since they require more area to run and reportedly are more often taken to such facilities than smaller dogs. Ideally, a third area will be designated to allow for rotation and maintenance.

The dog park, from the parking to the fenced entrances to the restrooms, should be separated from any play equipment or other child play areas. Dogs will get loose on occasion and should not be attracted to adjacent running children. Also, the area around the dog run should not have activities that create much motion that will excite and distract the dogs or increase their barking (no jogging paths, sporting facilities, even adjacent walking paths can create barking activity).

A separate, gated area must be provided for patrons to leash/ unleash their dogs before entering either side of a dog area (this entrance may be shared, depending on design). Gates used by dog handlers shall comply with the ADA-ABA accessibility requirements. Within each entrance area, a quick coupler connection is to be provided for cleanup.

An additional double gate must be provided for maintenance access. Fencing around the perimeter and between areas must be chain-link with bottom rail; 4 foot high for small dogs, 5 foot high for all dogs. Rounded corners are preferred. A concrete mow strip is to be provided where grass occurs on both or either sides of the fence.

Each dog area is to include:

- Concrete Entrance Pads. Provide a 20-foot radius of concrete sidewalk inside each main entrance, so that the adjacent turf can survive the heavy traffic.
- Walking Paths. Extend concrete sidewalks into sufficient areas to meet the ADA Title II requirement to provide an equal experience and opportunities for dog handlers in wheelchairs. 5 Feet minimum wide sidewalks.
- Landscaping. Where turf adjoins fences that dogs will likely run, create a DG pathway adjacent to the fence. Plant selection should concentrate on toughness with a variety of scents. Turf and other areas must slope a minimum of 1% to drain. Standing water is such a facility quickly becomes a disaster area.
- DG Ground Cover. An infield mix usually works the best for the main coverage area, at least 4 inches deep. This mix is a small granular rock and sand material that does not get muddy

when wet and is small enough to not bother the dog's feet; 2mm Ballfield Mix by Kalamazoo Materials Inc., Tucson, AZ 520.575.9601, or equal.

- Amenities:

- Bulletin Board. For public posting of lost pets, available adoptions, vaccination clinics, etc. ADA accessible height, located under the shade structure(s).
- Marking Post. Provide a wooden post inside the main entrance in each area, with sand around it. The concrete walk surface must be close enough to be considered ADA accessible (assume a 6 foot leash reach from the hard surface).
- Dog Waste Bag Dispensers. Locate inside each entrance, and scattered throughout the fenced areas. At least one in each area must be ADA accessible. Provide one per acre, or fewer if park layout allows. Reference Section 12 93 00 Site Furnishings for model number.
- Trash Receptacles. Locate throughout the fenced areas, near dispensers. Separate receptacles for trash and feces. Provide one of each per acre, or fewer if park layout allows. Reference Section 12 93 00 Site Furnishings for model number.

Note: According to the ADA Outdoor Developed Areas regulations, all trash receptacles must be ADA accessible since they see it as a health issue. There is an exception in the regulations "Where compliance would substantially alter the nature of the setting or the purpose of the facility". A maze of concrete sidewalks throughout a dog run can be argued as substantially altering the setting. Our approach is to provide at least one accessible receptacle in each area for each type provided (trash and/or feces), and to not make all receptacles accessible.

- Shaded Seating. Located inside each fenced area and outside the main entrances, with accessible benches and companion spaces per the ADA Outdoor Developed Areas regulations. The shade structures may be fabric or hard shell. Picnic tables may be used for seating but tables may encourage users to bring food into the dog area, which can cause problems. The seating located outside the main entrances is intended for spectators and people (children) who came with a dog handler but are safer waiting outside the dog area. If there are budget constraints, this outside seating area may be shaded only using trees. An accessible path needs to connect all of the shaded seating to the parking. Additional seating may be provided elsewhere in the dog areas, as long as 50% of the seating in each area is accessible.
- Drinking Fountain(s). Dog height combination MDF City standard drinking fountains (3 total spouts, one at dog height, one at handicap height, one at normal height), inside each fenced area. Positioned where they will not block entrances or sidewalks, on a concrete pad that is on the accessible path.
- Restrooms. Located within a reasonable distance. Locate 2 to 4 tie posts outside the restrooms, ADA accessible height.
- Lighting. Provide user level lighting in the area of the shade structures, entrances, and drinking fountain for evening use, utilizing the City standard user lighting controls.

Locate the controls adjacent to the entry for usage upon entry, but inside the fenced area so users are not forced to leave their dog unattended to extend the lighting time. Provide one foot-candle of lighting for night security along all walking paths in the dog areas.

SPLASH PADS

General

- The inclusion of spray (splash) pads and other water features is on a limited case-by-case basis and must be approved by the City of North Las Vegas Parks and Recreation Department.
- All vertical concrete or masonry surfaces within 100 feet of the play features shall be treated with a non-slip waterproof sealer prior to startup.
- All materials must meet NSF Standard 50 for swimming pool locations.
- All fittings, bolts, nuts, washers and miscellaneous hardware shall be stainless steel, silicone bronze, brass, or plastic.
- Hanger strut material will be a plastic composite or corrosion resistant material.
- Play surface material is to be approved by the City of North Las Vegas Parks and Recreation Department.
- A dedicated water meter or totalizer shall be provided at each water feature for water consumption tracking.
- 1-inch quick coupler valve with swivel and key is to be installed in-ground with a lockable cover near the water feature for garden hose connections.

Design Criteria Concrete Surfaces

- The concrete play area pad shall be a minimum of four-inch thick, 4,500 psi concrete with #5 rebar four feet on center with a light broom finish to receive play surface material.
- Bare concrete surfaces shall have no peaks and valleys, to prevent ponding
- Any new concrete surfaces for EPDM applications must have a brushed (rough) finish and be allowed to cure in accordance with EPDM manufacturer recommendations.
- A key or V-groove must be installed into the concrete at all perimeters, around drains, nozzles and any other structures. All such V-grooves must be caulked with a polyurethane rubberized caulk for expansion, to prevent water seepage through cracks.
- All nozzles and structures penetrating the concrete must have a “cup” allowance to be caulked and/or sealed, about one-inch deep, below the rest of the concrete surface.
- The concrete surfaces must be prepared in accordance with manufacturers’ recommendations.
- The concrete surfaces must be pre-sealed with a roller upon rubber installation, for advanced adhesion.
- A concrete collar shall extend five to ten feet beyond the wet area, beyond perimeter drains, as determined by the city. It is preferred that a trench drain separate the concrete from the play surface material.

Resilient Surface

- Resilient surface shall be angular EPDM, a mixture of various sizes and colors, such as Rubaroc, Flexground, or approved equal.
- EPDM rubber surfaces color mixture(s) – 60 percent predominant color (such as blue, red, green, etc. – “bright colors”) with four other contrasting colors (such as brown, tan, eggshell white and black – “desert colors”), 10 percent each and two of the 10 percent colors to have small rubber granules (unless all colors are already a mixture of various sizes), unless otherwise approved.
- Contractor must provide, upon completion of a new installation, five gallons of the EPDM material premixed colors for future repairs (of each color combination used).
- All new EPDM surfaces shall be allowed to fully cure for five days, prior to the application of a finish coat of aliphatic sealer, at a spread rate of 80 square feet per gallon or per manufacturer’s recommendations.
- The rubber surface must extend a minimum of five feet, beyond any nozzles, to allow for water over-spillage, before reaching the perimeter gutter drains, unless designed with a semi-wall, directional nozzles or other obstacles that would prevent such water migration to adjacent surfaces.

Electric and Controls

- Electronic controls and valves are to be located in a separate pump equipment facility.
- The proximity switches or bollards for interactive starting of the water play features shall be of low voltage, not to exceed 24 VAC or VDC nominal.
- Wires connecting the process logic control (PLC) to the feature valves are to be continuous (no splices or junction boxes).
- Electrical equipment for all pumps is to be incorporated in a single motor control center (MCC) type cabinet for power distribution. Include adjustable ampere rating for each overload for individual pump starter controls, as well as three-phase protection for each pump motor (for voltage imbalance, phase reversal, phase loss, etc.)
- A separate ground fault circuit interrupter (GFCI) control shall be provided, to be wired in conjunction with a flood switch for flood protection of pumps and controls, if applicable.
- A cellular Ethernet data modem shall be installed adjacent to the designated installation of the chemical controller.
- The activator or proximity sensor must be installed on a bollard or on a wall, at the standard three-feet high. Unless part of a design, a pushbutton momentary switch shall be installed. No foot or “in-ground” activators are allowed.
- The PLC or controller shall ignore all subsequent activations until the water feature cycle is complete (it shall not restart the cycle sequence with every push of the button when the water feature is in the middle of the cycle).

Spray Heads

- Spray head/nozzle shall be manufactured from stainless steel, brass, or of a high-impact UV resistant, non-corrosive material tamper and vandal proof.
- A pressure reducing valve shall be used on the water feature discharge side when required. The pressure reducing valve shall be epoxy coated with a stainless steel trim kit.

Drains and Drainage

- The slope to the drain must be greater than 1.5 percent. No ponding areas allowed.
- Drains shall be trench type unless noted otherwise. A perimeter trench drain is preferred. Grates are to be non-metallic.
- All drains must be frameless, or the frame edge must be lower than the top of the concrete. A perimeter trench drain is preferred. Grates are to be non-metallic.
- Additional channel drains shall be installed through the center of the water play surface area. The concrete below such drains shall have V-grooves that are caulked and sealed to allow for concrete expansion, as well as to serve as alternate mini drains, preventing ponding.
- Drain grates must allow water penetration from the sides.
- Perimeter frameless channel/gutter drain grates shall be sectional/modular, interlocking and secured to the gutters every 12 inches, alternatively in one direction, for removal and reinstallation in one direction without the need to remove all anchor clips. Unless otherwise noted, the color of such grates shall be tan, captain tan, desert tan, or similar. Any hardware to secure drain grates shall be stainless steel with plastic 18 anchors.

Pumps

- A booster pump system will be provided where necessary to maintain water feature manufacturers' recommended flow rates.
- All pumps (circulation and water feature) will be flood suction type, with designated pump pits below the normal water level of the storage tank.
- All pump pits shall have a gutter-type drainage system within three feet of each pump strainer to prevent runoff from reaching the strainer baskets. If gravity drainage cannot be installed, a sump pump system shall be installed with redundant pumps.
- The length of piping for the pumps must be a minimum of ten times the diameter of the pipe before the pump and five times diameter of the pipe after the pump. No fittings or valves are to be located within these dimensions to facilitate laminar flow of the water.
- An approved lint/hair strainer shall be installed on the suction side of each pre-filtered water pump. This strainer shall be installed away from the pump and not bolted to the pump. One additional strainer basket shall be provided for each strainer unit. The strainer must be isolated by placing a butterfly valve, sized to match the suction piping, on the

suction side of each strainer. Strainer baskets shall be made of stainless steel, commercial grade, whenever available.

- The pump and filter will be sized to meet the guidelines of NAC444.
- A separate pump and filter system shall be installed to supply water to the water feature valves through the manifolds. Filters are required to be high rate sand type (such as EPD, Siemens, Pentair Commercial or approved equal).
- All pump installations shall have a Schedule 80 stainless steel or PVC butterfly check valve installed at the discharge of the pump.
- Pumps should be Variable Frequency Drive (VFD) compatible, capable of constant flow frequency modulation and include full flow bypass loops for maintenance.

Connections

- A rubber vibration eliminator consisting of companion flanges (stainless steel or PVC Schedule 80) with stainless steel bolt kits and a butterfly valve shall be installed on the discharge of each pump.
- All reducing-type couplings on the suction side of the pumps shall be concentric, for a symmetrical distribution of laminated water to the eye of the pump impeller. All such reducing couplings shall be installed by means of companion flanges with stainless steel bolt kits with gaskets approved by the City of North Las Vegas.
- Pressure gauges shall be installed at the suction and discharge of each pump, as well as one pressure gauge after the throttling valve on the discharge of each pump. All pressure gauges shall be stainless steel and liquid filled unless the gauge is part of a pressure differential panel for backwash or other system.

Wet Well or Underground Water Storage and Chemical Treatment

- The water storage “wet well” must be of sufficient size to maintain pool quality water for the water feature per current turnover rate for water features standards set by NAC444.
- A separate recirculation pump and filter system must be provided to filter and chemically treat the water within the water storage containment.
- Wet well trap door shall be corrosion resistant aluminum with stainless steel hinge and hardware kit.
- Automatic mechanical ventilation shall be provided to remove trapped chloramines or chemical fumes from underground storage tanks.
- The auto-fill for the wet well shall be located in the pool equipment room with a dead level pipe to the wet well.
- The fill line shall be provided a minimum of a two-inch air gap, with dedicated piping into the wet well, in lieu of a back flow prevention device for the dedicated domestic water supply.
- A mechanical/analog flow meter and a digital signet flow meter and monitor shall be provided either as a stand-alone items or part of the backwash system.

Fittings

- Clear schedule 80 PVC pipe must be provided for a minimum length of ten times the pipe diameter before a flow sensor and five times the pipe diameter after the flow sensor, for visual inspection.
- Unions must be provided on the upstream and downstream side of all valves. Use full port type ball valve for pipes up to two inches in diameter. For pipe size exceeding two inches in diameter, use flanged butterfly valves with a stainless steel bolt kit.

Flow Calculations

- The calculations must identify specifically where and at what point during construction the downstream flow and pressure are to be determined.
- All flow calculations and pressure requirements for the splash pad elements must be reviewed and approved by the Public Works, Parks and Recreation Department to ensure that flows and pressures can be met.

Filters

- The drain pit shall be sized to meet the capacity of the largest filter backwash flow rate and volume. All backwash drain lines shall have a minimum of two-inch air gap above the flood level of the drain pit (no direct connection to sewer lines). Each backwash drain line shall have a minimum two-foot section of clear PVC Schedule 80 close to each filter for visual inspection of the water and debris being backwashed.
- All filters shall be equipped with an automatic venting system such as ARI auto-vents with rolling seals or approved equal.
- If the filters are in negative pressure when off, the air vents will be pressure relief/vacuum type.

Non-Recirculated

- Water feature electronic controls and valves are to be in a separate CMU-type building or within the plumbing chase at the park location (in a dry location and not within a vault).
- A dedicated water meter shall be provided for water consumption tracking.
- A back flow prevention RPPA-type device is required on the water supply.
- Expansion tanks may be required to mitigate water hammer and pressure fluctuations. Often, the domestic water supply is shared with restroom facilities.
- If needed, a pump system will be provided in order to maintain water feature manufacturer recommended flow rates.
- A master valve/pressure reducing valve Clay-Val or approved equal type shall be used when necessary on water feature supply side when required. The pressure-reducing valve shall be companion flanged brass or bronze with a stainless steel trim kit and reaction speed adjustments.

- A sand separator is required on the waste line of the water play feature before it is dumped into the sewer.
- An accumulator, expansion tank and/or a Sioux Chief or approved equal style hammer arrestor must be sized for the flow rate.
- Wires connecting the PLC to the feature valves are to be continuous (no splices or junction boxes). 22
- A dedicated two-inch domestic water mainline with backflow preventer is not to be shared with other park amenities.
- Mechanical area must have a solid concrete floor with a pitched metal roof. Working area of the room shall be a minimum of seven feet in height.

Warranty

- A minimum one year on all electric, electronic, plumbing, walls, and structures.
- Resilient rubber surface or EPDM must include a five-year replacement warranty
- Minimal maintenance: the rubber surface should only require annual light pressure and chemical washing for removal of scale, dirt and grime.

SPORT COURTS AND FIELDS

The City of North Las Vegas strives to create exceptional outdoor recreation and sports opportunities for different user groups. Numerous considerations need to be determined when designing new fields or facilities. Each project shall have established design requirements based on the facility's use, user group(s), open and/or league play, and surfacing. This section shall provide information on field, court, and facility requirements based on the sport and outdoor recreation use. Please note that not all activities have been included in this section. Other field and court types may be designed at parks and along trails with approval from the city. The additional uses are subject to supplementary requirements as determined by the Parks and Recreation Department.

General Design Considerations

- All facilities shall have positive drainage on and away from the field/court/facility and shall be one percent minimum to 1.8 percent maximum slope, unless otherwise noted.
- Fields to be lighted with Musco Light Structure Green, or equal, with GPRS connection to central computer control. Lighting to be designed either by Musco representative or a State of Nevada, licensed electrical engineer.
- All fencing areas shall be designed to have at least one maintenance gate that provides access for large vehicles for light pole maintenance.
- One accessible route shall be provided to each type of sports field/court/ facility. However, it is preferred to have accessible routes to all.

XVIII Accessibility.

- Provide an eight-foot minimum decomposed granite landscape strip between all court surfacing and turf areas.
- Sports rules and wayfinding signage shall be designed and placed at all field and court entrance gates.

BASEBALL AND SOFTBALL FIELDS

If fencing dimensions permit, fields shall be adjustable to 60', 65' and 70' basepaths and mounds.

- Baseball fields shall have skinned infields, with 2mm minus decomposed granite, Valentine Red, as provided by Kalamazoo Materials. Skinned infields shall have an irrigation system to dampen down the decomposed granite between games. The system shall utilize 3-valves, activated by push buttons. The first valve controls three heads behind home plate; the second valve controls one head behind the pitchers rubber, while the third valve controls an arc of heads around the outside edge of the infield. The control buttons are on timers.
- Outfield turf shall be Bullseye Hybrid Bermuda sod.
- Bases include one home plate base plus three bases, and one pitching rubber. Hollywood bases should be the standard for use on all fields; breakaway bases must be used on all little league fields. Basepaths shall be 2mm minus decomposed granite, Valentine Red.
- Four rows of bleachers shall be provided at both sides with fabric shade covers over bleachers.
- All fields shall be designed to include an area for the scorer's table behind each backstop as well as each dugout. This area shall include lockable electrical outlets and USB ports.
- All fields shall be designed for electronic scoreboards located in the outfield, which includes underground power supply

Base Field Distance	Minimum Outfield Fencing Distance	Pitching Mound Distance	Additional Information
60'	250'	46'	Little league fields shall use approved breakaway bases
65'	250'	46' – 50'	Little league fields shall use approved breakaway bases
70'	275'	50'	Rectangular-shaped pitching cutout; double first base; jock boxes installed at home plate batter's box, right and left of the plate
90'	300'	60'	

Field Layout

- Dugouts shall be located on both sides of the backstop and be a minimum of eight feet wide

by 36 feet long.

- Overhead foul ball protection and shade shall be provided over the dugout,
 - A batter's rack shall be located in each dugout.
 - All dugouts shall be surrounded by fencing.
- Pitcher's warmup areas shall be designed at all fields adjacent to each dugout.
- Warmup areas shall be 15 feet wide. Length shall be a minimum of 55 feet long for 60-foot fields, 65 feet for 70- to 80-foot fields, and 70- to 90-foot fields.
- The warmup area shall be fenced and will have direct access to the adjacent dugout through a gate.
- When possible, back of home plate shall face north-northeast with the first baseline running west to east.
- When two fields are required, it is recommended to orient the fields north-northeast and north-northwest.
- When four fields are required, it is recommended to orient the fields north-northeast, north-northwest, south-southeast, and south-southwest.
- Fields shall have a minimum 60-foot separation distance (first and third base fencing line) from other baseball fields.
- All fields shall have a ten-foot-wide outfield warning track.

Fencing

- All fields shall be fenced and lockable.
- Foul line fencing shall be a minimum ten feet tall; 11 gauge galvanized chain link; and shall have a 12-foot-wide vehicular access with six-foot swing gates.
- Outfield fencing shall be minimum six feet tall; 11 gauge galvanized chain link with yellow poly-cap fencing guard on the top rail.
- Grind all bolts to within 1/8-inch of nut.
- Wind screens shall be on outfield fencing. Provide a darkened batter's-eye on the center fencing.
- Backstop fencing dimensions shall be 25-foot high by 21-foot wide at the center; 25-foot high by 27-foot wide adjacent to center; followed by 20-foot high by 27-foot wide on the outside of the backstop.
 - Nine gauge galvanized chain link, two inch square shall be located at the 27-foot wide fencing and above ten feet on the 21-foot wide fencing
 - Six gauge vinyl-coated chain link, one inch square shall be located at the 21-foot wide fencing from the ground to ten feet high
 - Two extra horizontal rails shall be located at the one-foot height and two-foot height on the 21-foot wide fencing and 25-foot high by 27-foot wide fencing
 - Foul poles shall be bright yellow.

BASKETBALL COURTS

The quantity of courts and their colors shall be determined by the city.

Layout

- Each court shall be 84 feet long by 50 feet wide on a six-inch thick post tension slab.
- A five-foot minimum perimeter paved buffer shall surround the entire court and separate adjacent courts.
- Full courts shall have a minimum of four goals; half-courts a minimum of 2 goals.
 - The full court shall have two goals at ten-foot heights
 - Each half-court shall have two goals of the same height. One of the half courts shall be eight-foot heights and the other shall be nine-foot heights.
 - Goal posts shall be gooseneck support posts; four and one-half inch outside diameter minimum galvanized steel pipe; and one continuous piece
 - Provide at least one bench and one trash receptacle per court.
- Acceptable manufacturers for goal posts, web nylon netting, steel backboards, and double rimmed goal rings:
 - L.A. Steelcraft
 - Approved equal

Fencing

The following information shall be used in addition to other stated fencing requirements. Fencing shall be required on a case-by-case basis dependent on adjacent uses. If required, at a minimum fencing shall meet the following:

- Ten-foot high, nine gauge galvanized chain link
- Grind all bolts to within 1/8-inch of nut
- Eight-inch wide by six-inch deep mow curb shall be required under all fencing that is not located on concrete

Surfacing and Striping

- All courts shall be designed to have acrylic, non-skid sport court surfacing.
 - Colors to be determined by the city
 - Basketball court striping shall be two inches wide and shall include three point lines
- Acceptable manufacturers:
 - Plexipave Systems
 - Approved equal

Lighting

Lighting shall have a timer and warning device. Provide access for lighting maintenance.

MULTI-USE FIELDS

The quantity of fields and surface type shall be determined by the city. Goals, netting, and other equipment shall be determined by field use and approved by the city.

Layout

- Fields shall have a north to south orientation. Approval is required by the city prior to alternative configurations.
- Fields shall be 360 feet long by 225 feet wide with an additional 15-foot buffer zone.
- Fields shall be constructed of grass or artificial turf.
 - If artificial turf is designed, no permanent field lines shall be constructed. Only design for temporary painted fields
- Each field shall be designed to include an area for the scorer's table. This area shall include a concrete pad, and lockable electrical outlets and USB ports.

Fencing

The following information shall be used in addition to stated fencing requirements. Fencing shall be required on a case by case basis dependent on adjacent uses. If required, at a minimum fencing shall meet the following:

- Fencing shall be minimum eight-foot tall, 11 gauge chain link
- Goal line fencing shall be a minimum 15 feet tall, nine gauge galvanized chain link. Additional requirements may apply.
- Grind all bolts to within 1/8 inches of nut
- Eight-inch wide by six-inch deep mow curb shall be required under all fencing that is not located on concrete.
- If the entire field requires fencing:
 - All fields shall have two, 4-foot wide minimum pedestrian access gates, and at least one 12-foot access with two 6-foot gates for vehicular maintenance. All gates shall be lockable.
 - Adjacent fields may share perimeter fencing and reduce fencing in between each field as determined by the city.

Seating

Spectator seating areas shall be located outside of the use zone and inside the fencing. Seating requirements shall be determined by the city and may include but not limited to bleachers, benches, and grass.

Horseshoe Courts

When horseshoe courts are part of a design, a minimum of two courts shall be required. At least one court shall meet current accessibility standards, which may require alternate designs, dimensions, and amenities.

▣ Typical court dimensions shall be 46 feet length from front of rubber backboard to front of rubber backboard.

○ Minimum six-foot clear zone shall be provided between each court and a minimum ten-foot buffer shall be designed around the entire court area

○ Ten-foot extended platforms may be required at each throwing area to accommodate users at all

skill levels

- o Provide a three-foot high concrete backstop with one-inch thick rubber backing at each pit
- o The one-inch diameter, 3'-6" solid steel horseshoe stake shall be reinforced in the ground by a minimum eight-inch wide by 16-inch deep concrete footer

o Pit area shall have ten-inch plaster sand

☐ Shade through shade structures and/or trees shall be a part of the design. At least one bench shall be located at each end of the court.

TENNIS COURTS

The quantity of courts and their colors shall be determined by the city. When tennis courts are part of a design, a minimum of two courts shall be required.

Layout

- Courts shall be oriented north to south with a spectator area on the east or west sides.
- Each single court and use zone shall be 120 feet long by 60 feet (120 feet by 120 feet for two courts) on a six-inch thick post tension slab.
- Spectator area shall be a minimum of 20 feet wide.
- Acceptable post and net manufacturers:
 - o Douglas
 - o Midwest Sports
 - o Approved equal

Surfacing and Striping

- All courts shall be designed to have acrylic, non-skid sport court surfacing
 - o Colors to be determined by the city
- Acceptable manufacturers:
 - o Plexipave Systems
 - o Approved equal

Fencing

The following information shall be used in addition to stated fencing requirements. Fencing is required around all tennis courts and shall meet the following:

- Ten-foot high perimeter, nine gauge galvanized chain link
- Four-foot fencing separating adjacent courts
 - o Court fencing next to spectator area shall be reduced to four feet. The spectator area shall have ten-foot high perimeter fencing.
- Provide 8-foot windscreen with slits or wind windows along all ten-foot fencing.
- Each court and each spectator area shall have a minimum of one lockable four-foot wide pedestrian gate.
- Provide multiple lockable 12-feet wide, double gates for court groupings to provide maintenance vehicles access to the courts without having to turn around or back up. Single

access entry is not allowed.

- Grind all bolts to within 1/8 inches of nut.
- Eight-inch wide by six-inch deep mow curb shall be required under all fencing that is not located on concrete.

Seating, Shade, and Trash Receptacles

- Court seating shall have a minimum of two benches located between adjoining courts that are covered by a metal shade structure.
- Spectator seating shall have a minimum of one backless bench and one picnic table for every two courts. Tables and benches shall be located under a metal shade structure and shall have one trash receptacle.

PICKLEBALL COURTS

The quantity of courts and their colors shall be determined by the city. When pickleball courts are part of a design, a minimum of two courts shall be required.

Layout

- Courts shall be oriented north to south with a spectator area on the east or west sides.
- Each single court shall be 64 feet long by 34 feet wide.
- Courts shall be constructed on a six-inch thick post-tension slab.
- Spectator area shall be a minimum of 20 feet wide.
- Acceptable post and net manufacturers:
 - Douglas
 - Midwest Sports
 - Approved equal

Surfacing and Striping

- All courts shall be designed to have acrylic, non-skid sport court surfacing
 - Colors to be determined by the city
- Acceptable manufacturers:
 - Plexipave Systems
 - Approved equal

Fencing

The following information shall be used in addition to stated fencing requirements. Fencing is required around all pickleball courts and shall meet the following:

- Eight-foot high perimeter, nine gauge galvanized chain link
- Four-foot fencing separating adjacent courts
 - Court fencing next to spectator area shall be reduced to four feet. The spectator area shall have ten-foot high perimeter fencing.
- Provide windscreens with slits or wind windows along all eight-foot fencing

- Provide multiple lockable 12-foot wide, double gates for court groupings to provide maintenance vehicles access to the courts without having to turn around or back up. Single access entry/exit is not allowed.
- Grind all bolts to within 1/8 inches of nut
- Eight-inch wide by six-inch deep mow curb shall be required under all fencing that is not located on concrete

Seating, Shade and Trash Receptacles

- Court seating shall have a minimum of two benches located between adjoining courts that are covered by a metal shade structure
- Spectator seating shall have a minimum of two backless benches and one picnic table for every four courts. Tables and benches shall be located under a metal shade structure and shall have one trash receptacle.

VOLLEYBALL COURTS

The quantity of courts and their colors shall be determined by the city. When volleyball courts are part of a design, a minimum of two courts shall be required.

Layout

- Court dimensions shall be 30 feet wide by 60 feet long with an additional ten-foot buffer surrounding the court.
 - A 36-foot wide net shall be centered with three-foot overhang
- Shading in the form of prefabricated shade structures and/or trees should be a part of the design near all volleyball courts.
- Posts shall be galvanized steel pole with caps and galvanized eye bolts and washers.
 - Post shall be powder coat finished

Sand Courts

- Sand in the volleyball court to be 2' deep silica sand 70 blend from Simplot mine in Overton, NV
- Surround the court and buffer with an 18-inch high by 13-inch wide concrete curb for sand containment
- Sand courts shall be incorporated into the irrigation system through a dedicated control valve with cooling sprinklers

BOCCE BALL COURTS

The quantity of courts and their colors shall be determined by the city. When bocce ball courts are part of a design, a minimum of two courts shall be required.

- Inside court dimensions shall be 13 feet wide by 90 feet long
- At the edge of the court there shall a nine and one-quarter inch tall concrete pavement edge

- or curb with anchored two-inch thick by ten-inch tall wood boards
- Courts shall be surrounded by ten-foot minimum concrete sidewalk buffer.
 - Adjacent courts may reduce buffers to five feet
- Shading in the form of prefabricated shade structures or trees shall be located at each end of the court
- One bench shall be located at each end of each court

SKATE PARKS

The inclusion of skate parks or other related amenities shall be determined by the city.

- Shall be located away from playgrounds and homes.
- Shall be located in a prominent location and accessible by police and other emergency vehicles.
- Park elements shall be designed to minimize noise when in use.
- Ten-foot high powder coated, shepherd's hook fencing shall be required to surround the entire area with a four-foot wide lockable pedestrian gate and 12-foot wide access with two lockable six-foot gates for maintenance.
- The pedestrian gate shall be auto closing.
- Spectator seating may be required and shall be provided outside of the fencing.
- Shading in the form of prefabricated shade structures or trees shall be located adjacent to the facility.

OUTDOOR FITNESS EQUIPMENT

Outdoor fitness equipment may be required along trails and at parks. Fitness equipment shall meet or exceed the safety provisions and requirements specified in the latest version of ASTM F3101 for the equipment, the spacing of equipment, and surfacing requirements.

- All equipment shall be approved by the city.
- The equipment shall be signed to state it is for ages 13 years old and above.
- The equipment stations shall be located in stabilized decomposed granite or safety surfacing with and mow curb separating station use zone with adjacent surfaces.

IRRIGATION

All parks within the City of North Las Vegas shall be designed to feature the most efficient irrigation design possible.

FIELD EQUIPMENT

Automatic Controller

- A. Controller(s) shall be the Calsense model CS3000 irrigation controller as indicated on the drawings, and shall be installed per manufacturer's specifications, as shown on the drawings, and as specified herein.
- B. The irrigation controller shall have a 10-year, limited warranty.
- C. The irrigation controller shall have a large 5.7 inch backlit, ¼ VGA, LCD, sunlight readable display where information can be viewed on the same screen, and with a scrolling side menu design that makes programming intuitive and easy to follow.
- D. The controller shall be available in multiple station counts including 8, 16, 24, 32, 40 or 48 stations. If less than 48 stations are purchased initially, additional stations can be added at any time in the field using 8-station kits.
- E. The controller shall support up to 128-stations when using 2-Wire. This can be either 128, 2-Wire stations or a combination of up to 48 conventional-wired stations plus 80, 2-Wire stations.
- F. Controller software upgrades shall occur via the internet transparently and at no charge.
- G. The controller shall have unlimited programs known as Station Groups which can water individually or concurrently to maximize irrigation system capacity and reduce watering time.
- H. The controller shall have the ability to assign landscape details as plant material, head type, soil type and exposure to each Station Group to simplify programming of stations with similar characteristics. Each group shall include a variety of other settings including irrigation schedule, percent adjust factor, line-fill times and on-at-a time rules.
- I. The controller shall support up to four mainlines simultaneously for managing flow.
- J. The controller shall support up to 12 points of connection shared among controllers.
- K. The controller shall support up to 3 flow sensors and 3 master valves in a by-pass configuration so as to accurately measure and read the overall range of station flow rates from the lowest flowing station in GPM to the highest flowing station in GPM, using the 2-Wire option and the 2-Wire, POC decoders for all 3 flow devices and master valves.
- L. The controller shall automatically calculate cycle and soak scheduling to water each station for a fixed cycle time and allow the water to soak in between cycles, maximizing infiltration and minimizing runoff.
- M. The controller shall have a water budget feature that displays monthly water volume allotments in either HCF or gallons for each of the 12 calendar months labeled as January thru December. This monthly guideline shall be calculated three ways, either directly

entered, calculated by the controller using a yearly budget and dividing that out to the 12 months proportionately using built-in historical ET, or by calculating the monthly numbers using total square footage and a user selected percent of historical ET.

- N. The water budget shall be available per POC controlled and programmed for either every month or every other month pre-programmed as date ranges. If the expected water use for the period exceeds the water volume budget, the user shall be notified with an alarm before the period ends so changes to the program can be made. The controller shall not terminate irrigation automatically in this process, or if selected as an option, the controller shall proactively and automatically decrease the scheduled irrigation for each station group using the percent reduction programmed, when approaching the set water budget limit with notification of said action.
- O. The controller shall have a wide range of water reports and diagnostics available directly at the controller and shall include:
 - A summary of all usage for each irrigation mainline
 - Usage for each point of connection connected to the mainline
 - Station-by-station usage
 - A complete station-by-station history which includes the date and start time of each cycle, programmed minutes, programmed inches, number of cycles, actual flow rate, expected flow rate, and any alerts or issues that occurred during irrigation.
 - Unscheduled water usage and non-controller water usage including quick coupler use and bleeding valves manually
- P. The irrigation controller shall have three separate mainline break settings available for proper flow detection of catastrophic issues without interfering with standard irrigation practices and shall be programmed for 1.) 'during irrigation', 2.) 'master valve override' functions, and 3) 'all other times'
- Q. The controller shall have flow management capability as a standard feature whereas the controller shall learn each station's expected GPM flow rate automatically at night over several irrigations, and use the mainline GPM capacity programmed, to operate up to six (6) valves at the same time to shorten the water window.
- R. The controller shall have the ability to accommodate multiple types of irrigation schedules including irrigating even days, odd days, prescribed days of the week, and interval scheduling ranging from every other day up to every four weeks.
- S. Several controllers, up to twelve shall be able to share one or multiple points of connection with multiple flow sensors and master valves. This option shall allow several

controllers without the use of a central control computer to share the irrigation programs and flow information for:

1. Monitoring of system flows.
 2. Shortening water windows by maximizing the number of valves on without exceeding system flow capacity.
 3. Turning OFF valves with excessive flow rates due to broken lateral lines.
 4. Tracking water usage and comparing to a water budget.
 5. Eliminating relays when sharing pumps and master valves.
- T. When more than one controller is sharing one or multiple points of connection and the controllers are communicating to each other through hardwire or radio, the data shall be distributed as changes occur making the data available from any controller on the *FLOWSENSE™* chain so that the user shall be able to view and program a controller's information from any other controller in the group.
- U. The controller shall provide permanent memory stores of all controller programming and setup data, including date and time, in non-erasable memory.
- V. The controller shall have the ability to create and program an unlimited number of manual programs which allow the user to schedule stations to run for a preset time, up to 6 –times per day, for hydro-seeding, new planting and fertilization scheduling.
- W. Electrical alerts, such as short circuits and no currents, shall be standard to help the user troubleshoot field wiring and solenoid problems.
- X. The irrigation controller shall provide an optional lights feature to be used to operate up to four light, gate or water feature relays.

Wall Mount Installation

- A. The wall-mounted gray box shall be a completely assembled unit, pre-mounted with the designated controller. The box shall be constructed of weather- and vandal-resistant stainless steel.
- B. The wall mount unit shall come complete with transient and lightning protection board and factory-labeled terminals.
- C. The transient protection board shall be pre-mounted in the wall mount unit and shall support field replaceable modules which include terminal strips for the connection of irrigation field wires, 2-Wire cable, and weather monitoring devices such as an ET gage, Tipping Rain Bucket, and Wind gage.

- D. The wall mount unit shall feature a security-tight locking mechanism, louvered vents, with splash guards, and bee/wasp screens.
- E. All wall mount units shall come with a 10-year limited warranty and shall be fully UL-approved.

Pedestal Enclosure

- A. The enclosure shall be of a vandal and weather resistant nature manufactured entirely of 304-grade stainless steel, and the top shall be 12 gauge and the body 14 gauge. The main housing shall be louvered upper and lower body to allow for cross flow ventilation. A stainless steel backboard shall be provided for the purpose of mounting electronic and various other types of equipment. The stainless steel backboard shall be mounted on four stainless steel bolts that will allow for easy removal of the backboard.
- B. The 38-inch height with flip top shall provide easy access for programming from a standing position under normal installations.
- C. The pre-assembled vandal resistant enclosure factory pre-assembled and supplied by controller manufacturer shall come complete with 24 VAC lightning and surge protection and all terminals shall be factory labeled. The pre-assembled enclosure shall come provided with an On/Off switch to isolate the controller along with a GFI receptacle. Specific radio antenna(s) shall be pre-mounted and connected on enclosure. The enclosure shall include 2-7/8", 1-1/2" thick, 6-pin cylinder, die-cast steel padlock with unique shackles design.
- D. Factory pre-assembled enclosure with controller shall carry a full UL listing.
- E. Controller manufacturer shall offer a double-wide, pre-assembled vandal resistant enclosure, 38-inch height with flip top for two controller placements side by side. All necessary wiring between the two controllers in order to share central communications and/or flow and weather data shall be pre-wired by manufacturer for easy installation.
- F. The factory pre-assembled enclosures shall carry a ten (10) year limited warranty.

Grounding

- A. Grounding shall consist of one 5/8-inch x 8-foot copper rod installed per irrigation controller and where multiple controllers *are not* connected to the same ground rod.
- B. The top of each rod shall be installed inside a 10-inch round valve box, with the rod installed as close as practical to the controller. If a pedestal enclosure is used, the ground rod may be installed through the pedestal base. Under no circumstances shall the rods be shortened.
- C. A #6 AWG solid copper wire shall be used to connect from the ground lug of the transient protection board to the copper rod. Brass clamps specifically designed to secure the

copper wire to the grounding rod shall be used. There shall be no kinks or sharp bends in the wire.

- D. Each wire may be wrapped around the rod and brazed in place as an alternative to clamping. Braze the wire to the rod for at least one circumference of the rod.

2-Wire Path & Decoders

- A. The 2-Wire option shall provide support for up to one-hundred and twenty-eight (128); 2-Wire stations connected to a single controller and shall provide support for up to 6 points of connection (POC's).
- B. The 2-Wire cable shall either be Paige P7354D or Regency's Hunter® Decoder cable with a maximum length of 7,000 ft.
- C. A ground rod, 5/8 inch x 8-ft solid copper shall be required every 300-feet along the 2-Wire path as well as a single ground rod at the end of the cable run.
- D. The station decoder shall be a 2-station decoder and shall be able to operate up to 2-solenoids using unique colored wires for each.
- E. A single controller shall be able to operate up to 70, 2-station decoders and it shall be intended that all wire runs between valves and 2-Wire decoders shall be direct pulls and have no splices except at the decoder location.
- F. All electrical connections must be waterproof and moisture-resistant and shall be done with 3M™ Scotchcast™ 3570G Connector Sealing Packs.
- G. The 2-Wire decoders shall use #14 AWG direct burial wires to connect to remote control valves and the maximum wire run between the decoder and the valve shall be 100-feet.
- H. The POC decoder shall operate a single master valve and flow meter (model FM). A single controller shall be able to operate up to six POC decoders with a maximum of 12-POC's in a chain, controllers using *FLOWSENSE™* technology.
- I. The maximum wire run between the POC decoder and flow meter shall be 20-feet while the maximum wire run between the decoder and the master valve shall be 100-feet.

Weather Monitoring

- A. The manufacturer of the central control system shall provide real-time ET and rain data using multiple, state-of-the-art, high resolution numerical weather data provided by NOAA, all without subscription charges. Unlike other services which use only ground-level weather stations, the NOAA-modeled data shall allow weather to be triangulated to each customer's unique latitude, longitude and elevation, ensuring accuracy even within localized microclimates. ET shall be calculated using the latest FAO Penman-Monteith

method which shall use solar radiation, temperature, wind speed, relative humidity and other input parameters.

- B. The controller shall be able to interface with an on-site ET gage able to measure daily localized, evapo-transpiration and log the amount of inches lost each day without the use of a central computer.
- C. The ET measuring device shall be powered by the selected field controller. ET is measured directly in 0.01" increments and pulses from the gage are sent directly to the field controller.
- D. The controller shall be able to store and display daily, on-site ET in a 28-day table which is updated every 24 hours.
 - a. E The user shall be able to view over 100 selections of built-in historical ET tables or program monthly historical ET data for a given area directly, to be used as a backup for that night's calculation in case the ET gage malfunctioned or the real-time value sent normally through the Internet failed.
- E. The user shall be able to cap the amount of daily ET used by the controller for that night's calculation by selecting a percent of historical ET for the given area to be used instead of the actual ET received.
- F. The irrigation controller shall have the capability to calculate station run times using the average of the last 7 days of ET instead of using a single ET value to calculate the next scheduled, station run times.
- G. The controller shall be able to interface directly with a Tipping Rain Bucket and shall accurately measure rainfall in 0.01" increments by means of a tipping and emptying device mounted below the center of the collection dish.
- H. The rain-measuring device shall be wired using the 25-feet of 2-conductor cable supplied with the Tipping Rain Bucket to the selected field controller. The controller shall have a weather option able to interface with the device. The cable shall be installed in conduit and the connections are to be made at a terminal strip inside the enclosure. Maximum length of cable run shall be 1000 feet using Paige P7171D communication cable when necessary. 18-gauge multi-conductor irrigation wire in conduit may be used for runs under 100-feet. Runs shall be direct pulls without splices.
- I. The irrigation controller shall provide the following programming parameters for rain:
 - i. Stop Irrigation after x.xx inches
 - ii. Maximum Rain in One Hour is x.xx inches
 - iii. Maximum Rain in 24 Hours is x.xx inches

- J. Wind speed shall be monitored by the irrigation controller with the weather option interface and the wind gage installed. The controller shall pause irrigation once the wind speed exceeds a user-set limit. As wind subsides, the controller shall resume irrigation where it left off. Winds from 0-to 135-MPH shall be accurately read. Data from one wind gage shall be shared amongst a group of controllers making up a *FLOWSENSE™* chain.
- K. The wind gage device shall be wired using the 60-feet of 2-conductor cable supplied with the device to the selected field controller. The cable shall be installed in conduit and the connections are to be made at a terminal strip inside the enclosure. Maximum length of cable run shall be 1000 feet using Paige P7171D communication cable when necessary. 18-gauge multi-conductor irrigation wire in conduit may be used for runs under 100-feet. Runs shall be direct pulls without splices.

Flow Monitoring

- A. The flow sensor used shall be supplied by the same manufacturer as the irrigation controller.
- B. The flow sensor shall be wired back to the irrigation controller using two #14 AWG wires, one red, and one black in 1" PVC conduit to connect to the irrigation controller. The maximum wire run between flow meter and controller shall be 2000 ft. The flow meter shall send low voltage digital pulses back to the controller and therefore all electrical connections must be waterproof and be resistant to any moisture entry.
- C. It is intended that all wire runs between the controller and flow meter shall be direct pulls and have no splices. If wire splices are unavoidable, they must be installed in a valve box with Spears DS-100 connectors with Spears sealant or 3M Scotchlok No. 3570 connector sealing pack used.
- D. Each flow sensor shall have the following characteristics:
 - 1. Housing to be a Sch 80 polyvinyl chloride tee or bronze tee
 - 2. Have a pulsing output that operates at 9VDC and a pulse rate that is proportionate to the GPM
 - 3. Fully compatible with the internal interface at each field controller
 - 4. Powered by the controller
 - 5. Replaceable metering insert
 - 6. Shall feature a six-bladed design with a proprietary, non-magnetic sensing mechanism
- E. The irrigation controller shall include native support for Bermad 900-M Reed Switch and Netafim Pulse Reed Switch series hydrometers. Allowable hydrometer sizes shall range from 1.5" to 10". Reed Switches that are supported include 1-pulse per 1-gallon and 1-

pulse per 10-gallon switches. Currently only one hydrometer mentioned shall be able to interface with the controller.

Central Control Communication Options

- A. The field controller(s) shall be capable of utilizing a single mode or a combination of communication modes such as 3.5G cellular radio, Ethernet, wireless Ethernet, 450-470MHz Local Radio, point-to-point Spread Spectrum radio, and hardwire communication cable for central control of irrigation via cloud-based, Command Center Online web software.
- B. The controller shall be able to utilize a wireless, 3.5G cellular radio in remote areas where an Ethernet or WiFi connection is not possible for direct communication back to a desktop, tablet, or laptop computer via the Internet. Service plans for single and multiple controllers utilizing a 3.5G cellular modem shall be available through the manufacturer as 1-year or 5-year plan.
- C. The controller shall be able to utilize an Ethernet communication, CAT5 or CAT6 cable path as part of a district's or campus network system. An Ethernet (RJ45) connection shall be supplied at the controller location, with the network set to have access to this connection. IP reservations with DHCP are preferred along with the hard coded MAC address from the Ethernet device supplied. The secondary preference shall be a static IP address with additional programming requirements. The controller shall utilize an existing WiFi, wireless Ethernet network on a school campus or facility city project. IP reservations with DHCP are preferred along with the hard coded MAC address from the Ethernet device supplied.
- D. The controller shall be able to utilize a short-range, Spread-Spectrum radio to communicate with other controllers in line-of-sight proximity providing a reliable communication link instead of a hardwire communication path when sharing data. The spread-spectrum radio option does not require FCC licensing, and offers a secure error correcting frequency hopping radio link immune to outside interference.

Command Center Online Web Software

- A. The central control software shall be a cloud-based package designed to provide complete irrigation control through a web application, without the purchase of proprietary software loaded on a dedicated, desktop computer.
- B. The fully-featured web application shall provide communication using a variety of internet-connected options including Ethernet, Wireless Ethernet (WiFi), and 3.5G Cellular Radio.
- C. The web application shall allow the user to monitor and program controllers, as well as run various water usage reports from any internet-connected device including PC's, tablets, and smart phones. Weather data collected from an ET Gage, Tipping Rain Bucket, or *WEATHERSENSE* can be shared to any controller on the system.

- D. Engineered for easy and reliable access, all that is needed to get started using the software shall be a user name and password to obtain data from controllers in the field. Each customer's service shall be unique and password protected so data is secure.
- E. User accounts shall be issued and managed by an administrator account so that only authorized users can access controller information.
- F. The cloud-based software shall include the ability to turn stations On and Off remotely using any internet-connected device including PC's and tablets, and a smart phone app. User shall be able to turn on up to six valves simultaneously and view real-time flow information, details if a mainline break occurs, and real-time weather data when using on-site weather devices such as daily ET and rainfall in inches.
- G. The web software shall allow a customer to create their own custom dashboard as the home page, providing a snapshot of the most important water and labor management graphs and reports depicting easily the most current status of each controller at each specific project location.
- H. System reports shall include complete records of the details for every irrigation cycle, water usage versus water budget amounts, the gallons and percentages of water savings, and what events and changes have occurred at the controller. System administrators shall have management reports listing sites and user for their company.
- I. System requirements shall be a broadband internet connection such as DSL, cable, or mobile broadband.
- J. Supported web browsers shall include:
 - i. Microsoft Windows Internet Explorer® 8.0 or higher
 - ii. Google® Chrome™ 34 or later
 - iii. Mozilla Firefox™ 28 or higher
 - iv. Apple® Safari™ 5.1.7 or higher

Warranty, Service & Training

- A. The manufacturer shall provide after-sale support that is a *no charge* service whereas on-going training and education shall be provided by factory direct personnel to the end user(s) at the field controller(s) and using the cloud-based, web software for central control of irrigation.
- B. The central control manufacturer shall warrant to the purchaser of its manufactured products against defects in material and workmanship for a period of ten (10) years from the date of original purchase by the owner.
- C. All peripheral, accessory, and RF equipment such as radio and 3.5G cellular radio modems, ET gages, flow sensors, and rain buckets (but not limited to) and used in

conjunction with central irrigation controllers, shall have distinct warranties of their own and should be noted separately from this warranty.

Recommended Companies

Drinking Fountains -	Willoughby or Most Dependable Fountains #410 or Acorn Aqua ABC1500B or Murdock 4410 - ADA accessible, Surface Mount, with shutoff valve, with Jug Filler at sport fields /court, Pet fountain at Dog Parks.
Picnic Tables -	Quick Crete - 8', ADA accessible, Q-LBT-96 PT or Outdoor Creations Model 100S. Smooth Finish with Anti-Graffiti sealer, integral color.
Individual Shelters -	Classic Recreation Systems, Inc., 16' x 16' Mesa Model 4 post, or Poligon SQR 16MR. 10'-0" min Clr entry.
Group Shelters -	Classic Recreation or Poligon or approved equal. 10' min. clr. entry. Fabric Shade Shelters-Parasol by Poligon, Sunports, Shade Systems or approved equal.
Individual Grills-	GameTime - Deluxe Waist-Hi Stove, #60 or Miracle 1104 or Kay Park SB-1635. 280 sq inches grilling area, minimum 2 adjustable levels, 3.5" diameter post. 360 degree rotation.
Group BBQ Grills -	Kay Park SB 3628U, Miracle 1104-8 or approved equivalent. 1008 sq. in. min. grilling surface.
Park Benches -	Outdoor Creations Model 409, Tan, or approved equivalent.
Litter Receptacles -	Outdoor creations 503 square receptacle including threaded steel inserts for attaching bag hangers and lid retaining cable or Webcoat TR32 with DOME 32 or Fusion Coatings FSC-F1021 and FSC-F3015 - 32 gallon, in-ground mount, plastic liner and plastic dome top.
Large Litter Receptacles	In ground where directed, Mini Cans, Sybertech Waste Reduction Limited.
Pet Waste Dispensers -	Dogipot Pet Container #1001. Aluminum, Green or approved equal.
Bicycle Racks -	Fusion Coatings LBR5P, Gametime 7703. 3 loop steel pipe Powder or Plastisol Coated, or approved equivalent.
Playground Equip. -	GameTime- "Powerscape Plus Series", Miracle Recreation "Kid's Choice Series", Playworld System "Playmakers Series", or approved equal.
Safety Surface -	Robertson Industries Tot Turf or Spectra Turf Spectra Pour, or approved equal.
Fitness Stations -	GameTime Parcourse, or Miracle 10 station Fitness Course.
Water play sculptures -	Vortex , Water Play, or approved equal.
Water play features -	Vortex , Water Play, or approved equal.

Baseball/softball Fields-	<p>Bases-Tomark or equal, Hollywood Original Jack Corbett with in ground sleeves.</p> <p>Jox boxes for both right and left side batter boxes, buried at 1/2" below grade of infield surface.</p> <p>Pitching rubber, Hollywood Style- 4 sided sized accordingly.</p> <p>Home plate Hollywood Style- w/ wood core</p> <p>Foul Poles- Tomark Pro20, 20', 4.5" O.D., Steel.</p> <p>Home Run Fence Cover - Tomark Sports - Polycap</p> <p>Player's Benches- Gametime 8' & 15' w/back, #2128 & #2125.</p> <p>Bleachers -Kay Park 5 row, 8" Rise Aluminum planking w/ galvanized steel frame, steel rails with 4" O.C. vertical pickets, no chainlink fencing material.or, equivalent Miracle Recreation Product, or approved equal.</p>
Basketball Posts -	GameTime - Cantilevered post w/ 4' extension, #460.
Basketball Goals -	GameTime - Ultimate Goal, #873.
Basketball Backboards -	GameTime - Fan Shaped Cast Aluminum, #854.
Basketball Nets -	DuraNet - #Duranet2
Tennis Court Nets -	GameTime - Aluminized steel net, #341.
Tennis Court Posts -	GameTime - 4 ½" Steel, #542, w/center tie-down and strap hardware, #105167.
Soccer Goals -	8' x 24' of welded 3" x 4" High Strength Steel Tubes capped so there are no openings
Volleyball Posts -	Gametime - "Powerscape" # 8664.

Lighting Requirements:

General Requirements

The City of North Las Vegas has adopted a policy to utilize light emitting diode (LED) lighting wherever practicable.

The following should be referenced regarding the specialized nature of each organization:

Crime Prevention Through Environmental Design (CPTED)

American Association of State Highway and Transportation Officials (AASHTO)

National Electric Code (NEC)

Illuminating Engineering Society of North America (IESNA)

All electrical must comply with NEC requirements and City of North Las Vegas standards.

Arc Flash analysis including specific hazard category.

Plan Preparation Requirements:

- A State of Nevada licensed Electrical Engineer shall prepare lighting and electrical plans.
- Refer to the Municipal Code for light trespass limitations at property lines. Shields shall be used as necessary.
- The maintenance (light-loss) factors, IES candela test-filename, initial lamp-lumen ratings and specific lamp manufacturer's lamp ordering nomenclature, used in calculating the presented luminance levels must be shown on the plan.
- Photometric plans showing light levels in footcandles on the grids specified in the Lighting Standards Table below shall be submitted for review and approval by the Director of Parks and Recreation or his Designee.
- A third party field test will be required at the contractor's expense prior to final acceptance.
- Products in The City of North Las Vegas Parks and Recreation Lighting Equipment List shall be specified.
- Security lights shall be mounted on Sports Lighting Poles wherever appropriate.

IESNA Standards

Class I	For competition play in large capacity arenas and stadiums	IESNA MANUAL
Class II	For competition play with fewer than 5,000 spectators	
Class III	For competition play primarily for players, with due consideration for spectators	
Class IV	For social and recreational play only, with secondary consideration for spectators	

Sports lighting Illumination Recommendations (Partial)* References

Sport/Area Type	Lighted Area	Class of Play	Horizontal Fc avg.	Uniformity Max: Min	References
Baseball and Softball	Infield	I	150	1.7:1 or less	IESNA MANUAL
	Outfield		100		
	Infield	II	100	1.5:1 or less	
	Outfield		70		
	Infield	III	50	3:1 or less	
	Outfield		30		
	Infield	IV	30	4:1 or less	
	Outfield		20		
Basketball		III	30	3:1 or less	
		IV	20		
Tennis		I	150	1.7:1 or less	
		II	100	2.5:1 or less	
		III	75	3:1 or less	
		IV	50	4:1 or less	
Volleyball		III	30	3:1 or less	
		IV	20	4:1 or less	
Soccer		II	150	2:5 to 1 or less	
		III	100	3:1 or less	
		IV	50	4:1 or less	

General Area Lighting – from IESNA

Pedestrian Ways	Avg/min where special pedestrian security is not essential should not exceed 4:1, except for residential sidewalks and roadside bikeways in residential areas where a 10:1 is acceptable. Where increased pedestrian security is desired, do not exceed 5:1 for any walkway or bikeway.
Commercial Areas	Business areas with many pedestrians during night hours. Vert. = 2.2 fc avg. at 6ft AFG for special pedestrian security
Intermediate Areas	Frequent moderately heavy nighttime pedestrian activity. Vert. = 1.1 fc avg at 6ft AFG for special pedestrian security
Residential Areas	Residential or small commercial and residential mix. Few pedestrian at night. Vertical = 0.5 fc avg at 6ft AFG for special pedestrian security
Walkway/ Bike ways and Stairways	Vert. = 0.5 fc at 6ft AFG for special pedestrian security
Pedestrian Tunnels	Vert. = 5.4 fc at 6ft AFG for special pedestrian security
Basic	

TRAIL LIGHTING

Luminaire

Trail lighting in the City of North Las Vegas is to be light emitting diode (LED) lighting wherever practicable.

Manufacturer shall be Cree Beta, Cooper Galean, or approved equal.

A warranty clause with a minimum five-year warranty shall be provided for the lighting.

Product is to be low profile modular design

Diecast, extruded-aluminum housing assembly

UL wet listed

Lighting level options shall include:

- Integral Backlight cutoff shield
- Integral dimming (80 percent high level and 15 percent low level – 2 minute duration)
- International dark sky association compliance
- IES BUG ratings available
- Energy calculations, max. per fixture, for full and dimmed conditions must be provided for

approval.

Submittals must include a statement that fixtures provide illumination of an average of 0.5 maintainable foot candles at +/- 90-feet on center. Closer spacing will not be accepted.

All paved trails must be lighted where practicable. Lighting requirements for remote trails and trails in areas where lighting is not practicable will be determined by the Public Works, Parks and Recreation Department.

Lighting levels along trails is to be an average of 0.5 maintainable foot candles. A minimum of one foot candle is required at steep grades and at all traffic crossings.

Bollard-type lighting is not recommended or approved for park applications unless specifically authorized by the Parks and Recreation Department.

Poles

Poles must be a minimum of 16 feet in height unless otherwise specified. Five inch x five-inch or larger square pole designed for area wind loads (100-mph). Poles to have a metal base plate to cover anchor bolts and a min/max four-inch x six-inch hand hole tack welded directly behind hand hole on back of pole at four corners.

Poles to be either bronze or black and determined by the City of North Las Vegas.

Anchor base (base plate) conforming to ASTM A36.

Pole shaft is to be fabricated from hot rolled commercial quality carbon steel of one-piece construction with a minimum yield strength of 55,000 psi.

Removable pole cap for poles receiving drilling patterns for side-mount luminaire arm assemblies. For top mount luminaire and/or bracket consult the manufacturer.

To prevent removable pole caps from coming off silicone will be added to pole caps. Install a vandal-proof screw on one side to prevent cap from popping off. Anchor bolts conforming to ASTM F1554 Grade 55, provided with two hex nuts and two flat washers, with "L" bend on one end and galvanized a minimum of 12" on the threaded end.

Galvanized high strength carbon steel structural fasteners

Galvanized or zinc-plated carbon steel or stainless steel non-structural fasteners. Reference manufacturers' design criteria specification for all design conditions

The hand hole cover plate is to be secured by tack welding on four sides following acceptance or a locking mechanism where there is no turf.

Pole foundations must be placed a minimum three feet from the edge of a trail.

Electrical Pull Boxes

Vandal-proof boxes must be provided as necessary. Pull boxes must be located to reduce access by others. In-ground junction boxes should be avoided where possible.

Supply box shall be provided. Grouting and adding slurry shall be provided when applicable.

Each underground conductor is to be fused with 10 amp/600v fuse and the fuse located in the hand hole in the pole.

AU conductor terminations must be done as stated in the UL listed methods and products.

Circuit: 240 volts with P.E. control and relay for entire circuit.

Underground box covers must be non-metallic.

Boxes in secured areas shall be covered with boulders where applicable.

Electrical equipment should have a three-foot concrete base pad above grade.

Foundation

NOTE: Light fixtures installed in Nevada Department of Transportation (NDOT) right-of-way must be provided with a breakaway base to comply with NDOT standards.

Foundation size must be matched with pole and wind loads. The top of foundation is to be four to six inches above grade and grounded per City of North Las Vegas guidelines.

Poles placed within turf areas must provide a 12-inch radius full circle of concrete for turf maintenance. Concrete poles adjacent to hardscape areas must be provided with a 12-inch radius half circle of concrete for turf maintenance.

Circuit

The standard electrical circuit is to 240 volts with P.E. control and relays for the entire circuit. Each pole underground conductor is to be fused and the fuse located in the hand hole in the pole.

Each lighting system is to be controlled by a photo cell on time clock off with an override toggle switch mechanical time clock override.

All night light photocell with manual override switch.

CAUTION:

All lighting timers and any other “user” controls are to be installed outside of and independent of the electrical panel.

No electrical equipment controls to be installed to areas subject to any water source.

Walks/Trails:

All walkway and trail lighting shall be lit from dusk until dawn. Controlled by photocell only. Manual maintenance bypass shall be provided.

Park, Parking Lot and Security:

All park area, parking lots and security lights shall be lit from dusk until dawn. Controlled by photocell only. Manual maintenance bypass shall be provided.

Sports Court Lighting

Community-friendly facilities are a major concern when designing sports lighting in the City of North Las Vegas. All lighting is to include "house side" shields or other measure to minimize the impact of lighting on neighboring residential areas.

All court lighting shall be user controlled by push button timer with a lighted warning device to allow timer reset. Courts may be lit from dusk until park closing time. Controlled by photocell, computer and user push button. Manual maintenance bypass shall be provided. Fenced courts shall allow boom truck access for lighting maintenance.

Musco Lighting green systems or other systems that provide minimal light spill are preferred for all field lighting. Include Musco control-link system or approved equal.

Install electrical service, panels, and lighting controls outdoor to avoid non-compliance of the NEC working clearance. Article 110-26.

Underground box covers must be non-metallic.

Light pole hand hole ground stud is to be welded directly in the rear inside of the pole and include a #8 green pigtail approximately 12 inches long.

Sport Field Lighting

Musco Lighting green systems or other systems that provide minimal light spill are preferred for all field lighting. Include Musco control-link system or approved equal. All sports fields shall be controlled by computer. Manual maintenance bypass shall be provided.

All multi-use, baseball, and softball fields shall be designed to only be accessible to City of North Las Vegas personnel. Timers and warning device controllers shall not be available for field users.

Restroom Lighting

All lights to be LED.

Interior and exterior of restroom is to be lit with photocell, mechanical timer, and override. Interior and exterior lighting to be on a separate control system. All lighting is to be vandal resistant (detention grade with tamper proof screws), recessed when possible, and caged for vandal protection. Lighting and conduit is to be installed at height that would be out of easy reach. Conduit shall be contained within frame/structure whenever possible.

Interior lights are to be four-foot-long fixtures.

Exterior lighting to be located on each side of restroom, and at each ingress/egress minimum.

Gazebos and Playground Shade Structures:

Dual light levels are required. All gazebos and playground shade structures shall be lit at activity levels from dusk until park closing time, from closing time to dawn provide security light levels. Controlled by photocell and computer. Manual maintenance bypass shall be provided.

Miscellaneous Lighting

Standard lighting for monument signs, restrooms buildings, etc. shall be vandal proof.

Well lights shall have a rock guard per the manufacturer.

Maintenance Bays

Lighting in maintenance bay is to include four 2-bulb fluorescent lights or approved equivalent LED.

Four duplex GFI outlets are to be provided.

LANDSCAPING AND PLANT MATERIALS

Landscaping is an integral city asset that increases in value and appeal over time. Design and maintenance are important factors in determining a landscape's success. This section is intended to assist with designing landscapes that promote aesthetics while supporting maintenance requirements. When developing parks, trails, and other facilities, it is important to design landscapes that adapt to surrounding environments and provide longevity. Conservation through landscape materials selection and design is also a key component to providing exceptional, long-lasting facilities while sustaining maintenance costs.

A landscaping plan shall be submitted in conjunction with any required site plan prior to the construction of a park, and must be approved by the Director of Parks and Recreation prior to construction.

Landscaping plans shall be properly dimensioned and clearly drawn to a scale of one inch equals thirty (30) feet or less, and shall include the following information:

- Location of existing and proposed structures, driveways, paved areas, etc. on the subject property;
- Location of washes or other natural prominent features;
- Location, types and sizes of all landscaping and automatic irrigation systems;
- Street and utility easements;
- Any other pertinent information which may be required.

General Design Considerations

- Minimize the disturbed footprint adjacent to native areas and revegetate all disturbed conditions.
- Slope protection is to be taken into consideration. Any disturbed slopes should be revegetated with erosion protective plantings and surfacing.
- All plant material must be placed so as not to conflict with above and below ground utilities, lighting, and easements. Designers shall coordinate with other disciplines to reduce conflicts.
- Plant material and placement shall be designed to follow Crime Prevention Through Environmental Design (CPTED) strategies, which includes, but is not limited to:
 - Selecting plant material that provides visibility and does not create hiding places.
 - Locating plants to define walking spaces, control access and define property lines.
- Landscaping shall meet city municipal and Development Code requirements unless otherwise stated in this document.
- Landscaping designed within utility corridors and easements will require approval from the owner and/or utility agency.
- Landscape medians and landscape strips/buffers adjacent to roads shall be six-foot minimum width.
- When designing adjacent to a roadway or parking lot:

- Select plants that tolerate radiant heat and winds
- Provide a minimum six-foot- wide landscape zone free of hardscape
- Provide a swale that does not impede tree trunks
- Only use tree grates in high pedestrian traffic locations
- Abide by required site visibility zones. Do not plant shrubs that will grow past 24- inch mature height. At a minimum, plant tree trunks outside the visibility limit by 12 inches.
- Special considerations shall be made when designing landscapes adjacent to playgrounds and dog parks. Noxious and thorny plants shall not be located near playgrounds, splash pads, and dog parks.

Plant Material

Plant material shall be desert adaptive and drought tolerant. Designs are encouraged to follow the approved Southern Nevada Regional Planning Coalition's Regional Plant List and all plant material shall be subject to review by Park Planning staff for approval.

When selecting plant material, consider the following:

- Adaptability and relationship to the North Las Vegas environment and time of year
- Color, form and pattern
- Ability to provide shade
- Soil type, slope, and retention
- Hardiness
- Resistance to fire and pathogens
- Invasive and illegally harvested plants shall not be used

Trees - General

- Unless otherwise noted, all trees shall be 24- inch box minimum, spacing to be typical mature width of tree on center. Groupings are encouraged.
- Large, deciduous, standard trunk trees are recommended around shaded picnic areas, dog parks, near benches, at entry points, and spectator seating areas around active sport areas such as baseball fields, volleyball courts, basketball courts, skate parks, multi-purpose fields, water parks, playground areas, trails, etc.
- A six-foot mowing berth shall be provided between trees and vertical surfaces to allow for maintenance machinery.
- Except at dog parks, provide a six- foot diameter, four-inch deep bark mulch ring around trees in turf areas with mulch two inches away from the trunk.
- Minimum tree quantity requirements shall be determined by:
 - Parks: 25 trees per every acre unless otherwise directed in park specific master plans

and guidelines.

- Trails and streets: one tree for every 25 linear feet of trail unless otherwise directed in city Development Code, trail-specific master plans, and guidelines.
- Selection and placement of trees shall be placed for optimal shading of buildings, trails, and impervious surfaces.
- Plantings with thorns, seed pods, excessive fruit, etc. shall not be planted in close proximity to trails, hardscapes, play areas, water play areas, turf, and other areas with increased pedestrian traffic.
- All tree trunks located within ten feet of a sidewalk or hardscape shall be protected with root guards. Install root guards adjacent to the edge of a hardscape or sidewalk surface at a vertical depth of 48 inches and width of five feet each side of the trunk center (for a total of ten feet). If structural soils are installed, root guards are not required.
- Multi-trunk trees shall be a minimum of ten feet from the sidewalks and trail edges. Standard tree trunks shall be a minimum of six feet from the sidewalk and trail edges.
- All trees shall be placed to not impair required lighting and utilities.
- No trees, based on mature canopy spread, shall be placed within ten feet of light poles.
- No trees, based on mature canopy spread, shall be designed or constructed on top of underground utilities or below overhead utilities without written approval of utility owner(s).
- ☐ Small mature height trees may be allowed under overhead utilities if approved by the utility company.
- Trees shall be located in the center line of medians.
 - If the median is less than 15 feet wide, trees shall be standard trunk.
 - Trees shall not be located within nine feet from the end of the median
 - Trees shall be placed according to mature canopy spread
- Provide a minimum eight-foot clear zone from all tree trunks adjacent to accessible parking.
- Provide a minimum six- foot clear zone from tree trunks to adjacent bus shelters.

Trees - Protection

Tree protection is required on all plans that contain existing trees. The tree protection design and/or notes on plans/specifications shall include:

- Within the Tree Protection Zone, the following shall not occur:
 - Construction
 - Disturbance/alterations of existing grades
 - Storage of materials or equipment
 - No vehicles, equipment or persons shall travel or park within the tree protection limits

- If a vehicular route cannot be avoided near or adjacent to existing trees, a minimum of 12 inches of bark mulch at 15 feet wide shall be provided.
- All trees adjacent to and within the limits of construction, access, and staging areas shall be protected by placing ten feet outside of the tree's drip line, a four-foot-high orange "snow" fencing with steel "T" posts around the entire tree. Trees shall be grouped where possible.
- At the end of the work, any damage to the park including trees, turf, irrigation, or other facilities must be repaired to match the existing condition of the park at the contractor's expense.
- A steel traffic plate or two layers of double thickness plywood shall be placed over any irrigation or utility valve boxes in the vicinity of the access route.
- Trees that have been designated as preserved trees within their protective barriers shall receive vertical mulching in accordance to techniques as described in the Nevada Cooperative Extension Publication.

Shrubs

- All shrubs shall be a minimum five gallon size and shall be provided at one shrub per 80 square feet of landscape area.
- Shrubs shall not be located within a three-foot clear zone from edge of adjacent paving, hardscapes, trails, and turf areas so that plants do not overhang onto the adjacent areas by the plants' mature plant width.
- Shrub spacing shall be designed to mature species width. Groupings are recommended.
- Cactus and other thorny shrubs shall maintain a six- foot clear zone from edge of adjacent paving, hardscapes, trails, and turf areas.
- Shrubs shall not be located on slopes exceeding 4:1 (25 percent).
- The following shrubs are discouraged for city-maintained projects
 - *Acacia redolens*
 - *Baccharis* varieties

Ground Cover

- All ground cover is to be a minimum of one gallon size. Groupings are encouraged. Quantity shall be one ground cover minimum per 80 square feet of landscape area.
- Ground cover shall be located with a three-foot clear zone from edge of mature plant size to adjacent paving, hardscapes, trails, and turf areas so that plants do not over hang onto adjacent areas.
- Ground cover spacing shall be designed to mature species width.
- Ground cover shall not be located on slopes exceeding 3:1 (33 percent).

Turf

- Turf shall be minimally used and located in areas that require turf to function (e.g., sports fields, dog parks and passive play adjacent to playgrounds).
- All irrigated turf areas shall not exceed a slope of 3:1(33 percent).
- Following an approved irrigation audit certification, sod or hydroseeding may be installed.
- The turf establishment period is a minimum of 90 days for sod and 120 days for hydroseeding.
- Open space play areas shall be fescue.
- Sports fields and dog parks shall be hybrid Bermuda.
- All turf that is installed during dormant season shall be overseeded with perennial rye.
- All turf areas adjacent to hardscapes shall have a two-foot minimum decomposed granite strip or landscape strip with eight inches wide by six inches deep reinforced mow curb separating the turf from the landscape area in order to minimize irrigation overspray onto impervious surfaces.
- Turf shall be located a minimum of three feet away from all playground and splash pad safety surfacing.

Mulch, Rock, and Boulders

- All planting areas and non-paved areas shall receive decomposed granite (dg) mulch or rock restoration unless stated in this document, project requirements, or project specific master plans.
- Finish grades of decomposed granite shall be one inch below adjacent hardscape and paved surface.
- Decomposed granite mulch shall be gold color or match existing color, 1/4-inch minus size, two minimum depth, and have a one-inch recess adjacent to hardscape unless otherwise directed by the project location and associated manuals/master plans.
 - Red colors shall not be used, especially in dog parks.
- Boulders shall be designed in all projects. Size, quantity, and color shall be determined the city's project design group. Boulders shall be placed in groupings with plant material intermixed.

Desert Revegetation and Restoration

Desert revegetation is a landscaping method that uses a combination of native soil, seeds, salvaged plants, rock mulch and/or the application of desert varnish to restore disturbed areas to resemble the natural desert environment.

Revegetation may consist of any combination of rock restoration, desert varnish, plant salvaging, and seeding.

Revegetation

The Mojave Desert plant palette consists of plant material such as Joshua trees, Mojave yucca, creosote bush, white bursage and various cacti species depending on location and elevation. Each plant adapts to its specific elevation and soil type as it develops. For this reason, it is critical for the native revegetation contractor to salvage native plants from the project site or secure alternative salvage sites with similar elevation and soil type as the project site.

The finished native revegetation project results in a self-sustaining, non-irrigated environment.

Critical to the long-term success of a revegetation project is proper execution of the maintenance program after installation. Proper watering schedules and overall growth monitoring during the maintenance period is imperative for successful transition of the plant into its ultimate non-irrigated native environment.

- Salvaged plants should be located in an onsite or designated nursery during construction.
- The revegetation contractor shall guarantee survival for each species installed with a designated percentage at the end of a one- year maintenance period.
- Contractors should be able to demonstrate experience in Mojave Desert plant palette revegetation

Plant Material:

The following plant materials shall be used in public parks:

Preferred Trees - 60% - 100% of species Parks - D.G. Areas			
Common Name	Botanical Name	Design Dia.	Height
Mulga	Acacia aneura	18'	18'
Shoestring Acacia	Acacia stenophylla	30'	40'
Pindo Palm	Butia capitata	15'	20'
Mediterranean Fan Palm	Chamaerops humilis	15'	15'
Texas Ebony	Ebanopsis ebano	20'	20'
Swamp Gum	Eucalyptus microtheca	25'	40'
Modesto Ash	Fraxinus 'Modesto'	30'	50'
Raywood Ash	Fraxinus 'Raywood'	25'	30'
Fan-tex Ash	Fraxinus 'Rio Grande'	30'	50'
Arizona Ash	Fraxinus velutina	30'	45'
Swan Hill Fruitless Olive	Olea 'Swan Hill'	30'	30'
Wilson Fruitless Olive	Olea 'Wilsonii'	30'	30'
Blue Palo Verde	Parkinsonia floridum	30'	30'
Foothill Palo Verde	Parkinsonia microphylla	20'	20'
Mondell Pine	Pinus eldarica	20'	45'
Chilean Mesquite	Prosopis chilensis	30'	35'
Honey Mesquite	Prosopis torreyana	30'	25'
Mexican Elderberry	Sambucus nigra spp. Cerulea	25'	15'
Texas Mountain Laurel	Sophora secundiflora	15'	15'
Joshua Tree	Yucca brevifolia	15'	20'
Soap Tree	Yucca elata	10'	15'

Alternate Trees - 0% - 40% of species Parks - D.G. Areas

Common Name	Botanical Name	Design Dia.	Height
Desert Willow	Chilopsis linearis	30'	25'
California Date Palm	Phoenix dactylifera	18'	40'
Aleppo Pine	Pinus halepensis	30'	50'
Holly Oak	Quercus ilex	25'	40'
Southern Live Oak	Quercus virginiana (varieties)	30'	45'
African Sumac	Rhus lancea	30'	30'
California Fan Palm	Washingtonia filifera	12'	50'
Mexican Fan Palm	Washingtonia robusta	12'	60'

Experimental Trees - 0% - 20% of species Parks - D.G. Areas

Common Name	Botanical Name	Design Dia.	Height
Bottle Tree	Brachychiton populenus	20'	40'
Chinese Pistache	Pistachia chinensis	25'	35'
Sawtooth Zelkova	Zelkova serrata	30'	40'

Preferred Trees - 60% -100% of species Parks - Turf Areas

Common Name	Botanical Name	Design Dia.	Height
Shoestring Acacia	Acacia stenophylla	30'	40'
Italian Cypress	Cupressus sempervirens	5'	50'
Swamp Gum	Eucalyptus microtheca	25'	40'
Raywood Ash	Fraxinus 'Raywood'	25'	30'
Fan Tex Ash	Fraxinus 'Rio Grande'	30'	50'
Arizona Ash	Fraxinus velutina	30'	45'
Honey Locust	Gleditsia spp.	25'	30'
Golden Rain Tree	Koelreuteria paniculata	20'	25'
Swan Hill Fruitless Olive	Olea europaea 'Swan Hill'	30'	30'
Wilson Fruitless Olive	Olea europaea 'Wilsonii'	30'	30'
Mondell Pine	Pinus eldarica	20'	45'
Alleppo Pine	Pinus halepensis	30'	50'
Chinese Pistache	Pistachia chinensis	25'	35'
Holly Oak	Quercus ilex	25'	40'
Southern Live Oak	Quercus virginiana	30'	45'
African Sumac	Rhus lancea	30'	30'
Black Locust	Robinia pseudoacacia	30'	40'
Chaste Tree	Vitex agnus-castus	20'	25'

Alternate Trees - 0%-40% of species Parks - Turf Areas

Common Name	Botanical Name	Design Dia.	Height
Sweet Acacia	Acacia smallii	25'	25'
Strawberry Tree	Arbutus unedo	15'	20'
Bottle Tree	Brachychiton populeus	20'	40'
Chitalpa	Chitalpa tashkentensis	25'	25'
Stone Pine	Pinus pinea	40'	50'
Bradford Pear	Pyrus 'Bradford'	20'	35'
Texas Red Oak	Quercus buckleyii	25'	30'
Valley Oak	Quercus lobata	40'	40'
Chinquapin Oak	Quercus muhlenbergia	30'	30'
Chinese Elm, Lacebark Elm	Ulmus parvifolia	30'	40'
Sawleaf Zelkova	Zelkova serrata	30'	40'

Experimental Trees - 0% - 20% of species Parks - Turf Areas

Common Name	Botanical Name	Design Dia.	Height
Western Hackberry	Celtis reticulata	15'	20'
Southern Magnolia	Magnolia grandiflora	20'	30'
Cork Oak	Quercus suber	30'	40'
California Pepper	Schinus molle	25'	35'
Chinese Pagoda Tree	Sophora japonica	20'	30'

Preferred Trees - Medians - Hot, Dry, Urban

Common Name	Botanical Name	Design Dia.	Height
Shoestring Acacia	<i>Acacia stenophylla</i>	30'	40'
Yellow Bird of Paradise	<i>Caesalpinia gilliesii</i>	10'	10'
Red Bird of Paradise	<i>Caesalpinia pulcherrima</i>	10'	10'
Mediterranean Fan Palm	<i>Chamaerops humilis</i>	15'	15'
Swamp Gum	<i>Eucalyptus microtheca</i>	25'	40'
Raywood Ash	<i>Fraxinus</i> 'Raywood'	25'	30'
Fan Tex Ash	<i>Fraxinus</i> 'Rio Grande'	30'	50'
California Date Palm	<i>Phoenix dactylifera</i>	18'	40'
Texas Mountain Laurel	<i>Sophora secundiflora</i>	15'	15'
California Fan Palm	<i>Washingtonia filifera</i>	12'	50'
Mexican Fan Palm	<i>Washingtonia robusta</i>	12'	60'

Preferred Trees - Natural Areas

Common Name	Botanical Name	Design Dia.	Height
White Thorn Acacia	<i>Acacia constricta</i>	15'	10'
Cat's Claw Acacia	<i>Acacia greggii</i>	20'	15'
Twisted Acacia	<i>Acacia schaffneri</i>	20'	20'
Sweet Acacia	<i>Acacia smallii</i>	25'	25'
Texas Ebony	<i>Ebanopsis ebano</i>	20'	20'
Blue Palo Verde	<i>Parkinsonia floridum</i>	30'	30'
Foothill Palo Verde	<i>Parkinsonia microphyllum</i>	20'	20'
Chilean Mesquite	<i>Prosopis chilensis</i>	30'	35'
Honey Mesquite	<i>Prosopis juliflora</i>	30'	25'
Screwbean Mesquite	<i>Prosopis pubescens</i>	20'	15'
Joshua Tree	<i>Yucca brevifolium</i>	15'	20'
Soap Tree	<i>Yucca elata</i>	10'	15'

Desert-Adapted Shrubs

Botanical Name	Common Name	Type of Shrub	H. x W.
Acacia redolens 'Desert Carpet'	Creeping Acacia	Evergreen	2'x12'
Baccharis hybrid 'Starn Thompson'	Thompson Baccharis	Evergreen	3'x5'
Callistemon 'Little John'	Dwarf Bottlebrush	Evergreen	3'x3'
Caesalpinia gilliesii	Yellow Bird of Paradise	Deciduous	5'x5'
Caesalpinia pulcherrima	Red Bird of Paradise	Deciduous	4'x4'
Calliandra californica	Baja Fairy Duster	Deciduous	5'x4'
Calliandra eriophylla	Fairy Duster	Deciduous	3'x4'
Campis radicans	Trumpet Creeper Vine	Deciduous	10'x10'
Cordia boissieri	Texas Olive	Evergreen	10'x10'
Cordia parviflora	Little Leaf Cordia	Deciduous	4'x8'
Chrysactinia mexicana	Damianita	Evergreen	
Dalea capitata 'Sierra Gold'	Sierra Gold Dalea	Evergreen	18"x3'
Dalea greggii	Trailing Indigo Bush	Semi-Evergreen	3'x4'
Dalea species		Deciduous	
Dalea frutescens 'Sierra Negra'	Black Dalea	Deciduous	4'x5'
Dalea pulchra	Bush Purple Dalea	Deciduous	4'x5'
Ericameria laricifolia 'Texas Canyon'	Texas Canyon Turpentine Bush	Evergreen	2'x3'
Fraxinus greggii	Gregg Ash	Deciduous	10'x8'
Hymenoxys acaulis	Angelita Daisy	Evergreen	12"x12"
Lagerstroemia indica	Crape Myrtle	Deciduous	12'x6'
Lantana camara	Bush Lantana	Deciduous	2'x3'
Lantana montevidensis	Trailing Lantana	Deciduous	2'x3'
Leucophyllum candidum 'Silver Cloud'	Silver ranger	Semi-Evergreen	4'x4'
Leucophyllum candidum 'Thunder Cloud'	Thunder Cloud Ranger	Semi-Evergreen	3'x3'
Leucophyllum frutescens 'Compacta'	Compact Texas Ranger	Semi-Evergreen	5'x5'
Leucophyllum frutescens 'Green Cloud'	Green Cloud Ranger	Semi-Evergreen	8'x6'
Leucophyllum frutescens 'White Cloud'	White Cloud Texas Ranger	Semi-Evergreen	6'x6'
Leucophyllum laviegatum	Chihuahuan Sage	Semi-Evergreen	6'x6'
Leucophyllum langmaniae 'Rio Bravo'	Rio Bravo Sage	Semi-Evergreen	5'x5'

Leucophyllum pruinosa 'Sierra Bouquet'	Sierra Bouquet Sage	Semi-Evergreen	6'x6'
Leucophyllum zygophyllum	Blue Ranger	Evergreen	3'x3'
Myoporum parvifolium	Australian Racer	Deciduous	6"x10'
Myrtus communis 'Compacta'	Compact Myrtle	Evergreen	3'x3'
Nerium oleander Varieties	Oleander	Evergreen	Varies
Punica granatum 'Nana'	Pomegranate	Deciduous	4'x3'
Pyracantha hybrids	Hybrid Pyracantha	Evergreen	8'x8'
Rhus ovata	Sugar Bush	Evergreen	10'x10'
Rosa banksiae	Lady Bank's Rose	Deciduous	20'x15'
Rosmarinus officinalis	Upright Rosemary	Evergreen	4'x4'
Rosmarinus officinalis 'Huntington Carpet'	Prostrate Rosemary	Evergreen	18"x3'
Rosmarinus officinalis 'Prostratus'	Spreading Rosemary	Evergreen	2'x4'
Salvia clevelandii	Chaparral Salvia	Evergreen	3'x5'
Salvia greggii	Autumn Sage	Evergreen	2'x2'
Senna species		Evergreen	Varies
Simmondsia chinensis	Jobba	Evergreen	6'x6'
Tecoma stans 'Angusta'	Yellow Bells	Deciduous	6'x6'
Teucrium cha.		Evergreen	2'x2'
Teucrium Prostratum		Evergreen	6"x18"
Vauquelinia californica	Arizona Rosewood	Evergreen	15'x15'
Verbena ridgida	Sandpaper Verbena	Deciduous	6" x 18"
Xylosma congestum	Shiny Xylosma	Evergreen	10'x10'

Cactus and Grasses

Botanical Name	Common Name	H. x W.
Agave parviflora	Agave	12"x18"
Agave parryi	Parry's Agave	3'x2'
Agave victoriae-reginae	Victoria Agave	6"x12"
Carnegiea gigantea	Saguaro	20'x10'
Cortaderia selloana 'Compacta'	Dwarf Pampas Grass	10'x10'
Dasyllirion arcotriche	Green Desert Spoon	6'x6'
Dasyllirion wheeleri	Desert Spoon	5'x6'
Echinocactus grusonii	Golden Barrel Cactus	2'x2'
Echinocereus engelmanni	Strawberry Hedgehog	18"x12"
Ferocactus acanthodes	Barrel Cactus	3'x2'
Ferocactus wislizenii	Fish Hook	3'x2'
Festuca ovina 'Glaucia'	Blue Fescue	4-10" x 4-10"
Fouquieria splendens	Ocotillo	15'x8'
Hesperaloe funifera	Giant Hesperaloe	6'x 6'
Hesperaloe parviflora	Red Hesperaloe	2'x3'
Hesperaloe parviflora 'Yellow'	Yellow Hesperaloe	2'x6'
Muhlenbergia capillaris 'Regal Mist'	Regal Mist	3'x3'
Muhlenbergia lindheimeri 'Autumn Glow'	Autumn Glow	4'x4'
Muhlenbergia rigens	Dear Grass	3'x3'
Muhlenbergia rigens 'Nashville'	Nashville Dear Grass	3'x3'
Nolina bigelovii	Bigelow Bear Grass	4'x4'
Nolina microcarpa	Bear Grass	
Opuntia species	Prickly Pear Species	varies
Pennisetum setaceum 'Rubrum'	Red Fountain Grass	4'x4'
Stipa gigantea	Giant Feather Grass	2'x2'
Stipa tenuissima	Mexican Feather Grass	18"x18"
Yucca brevifolia	Joshua Tree	15'x10'
Yucca elata	Soap Tree	10'x8'
Yucca recurvifolia	Weeping Yucca	3'x3'
Yucca shidigera	Mojave Yucca	8'x6'
Yucca baccata	Banana Yucca	6' x 10'

Microclimate Shrubs

Botanical Name	Common Name	Remarks	H. x W.
Abelia grandiflora 'Edward Goucher'	Abelia	Evergreen	4'x4'
Buxus species	Boxwood	Evergreen	3'x2'
Cotoneaster congestus	Rockspray	Deciduous	2'x6'
Dodonea viscosa Varieities	Hopseed	Evergreen	6' x 6'
Dietes bicolor	Fortnight Lily	Evergreen	2'x2'
Eremophila species	Varies	Semi- Deciduous	Varies
Euonymous spp.	Euonymus	Evergreen	varies
Hedera varities	Ivy varities	Evergreen	varies
Hemerocallis hybrid	Day Lily	Deciduous	2' x 2'
Ilex vomitoria 'Compacta'	Compact Yaupon	Evergreen	4'x4'
Ilex vomitoria 'Nana	Dwarf Yaupon	Evergreen	2'x2'
Juniperous species	Groundcover Juniper	Evergreen	varies
Ligustrum japonicum 'Texanum'	Texas Privet	Evergreen	8'x6'
Liriope gigantea	Giant Lily Turf	Evergreen	2'x2'
Macfadyena unguis-castus	Cat's Claw Vine	Evergreen	25'x15'
Nandina domestica	Heavenly Bamboo	Evergreen	5'x4'
Nandina domestica 'Compacta'	Dwarf Heavenly Bamboo	Evergreen	4'x2'
Pittosporum spp.	Mock Orange	Evergreen	Varies
Raphiolepis spp.	Indian Hawthorn	Evergreen	Varies
Trachelospermum jasminoides	Star Jasmine	Evergreen	1' x 2'
Tulbaghia violacea	Society Garlic	Evergreen	18"x18"

Native Shrubs

Botanical Name	Common Name	Remarks	H. x W.
Calliandra eriophylla	Fairy Duster	Deciduous	3'x4'
Encelia farinosa	Brittlebush	Semi-Evergreen	3'x4'
Ephedra spp.	Mormon Tea	Evergreen	3'x3'
Fallugia paradoxa	Apache Plume	Deciduous	
Fouquieria splendens	Ocotillo	Deciduous	10'x8'
Larrea tridentata	Creosote Bush	Evergreen	6'x6'
Penstemon species	Penstemon	Evergreen	2' x 1'
Sphaeralcea ambigua	Globe Mallow		2'x2'
Yucca brevifolia	Joshua Tree	Evergreen	15'x15'
Yucca shidigera	Mojave Yucca	Evergreen	8'x6'

Mayor
John J. Lee

City Manager
Ryann Juden

Council Members
Scott Black
Pamela A. Goynes-Brown
Isaac E. Barron
Richard J. Cherchio



Finance Department
Purchasing Department
2250 Las Vegas Boulevard, North · Suite #710 · North Las Vegas, Nevada 89030
Telephone: (702) 633-1745 · Fax: (702) 669-3328 · TDD: (800) 326-6868
www.cityofnorthlasvegas.com

November 25, 2020

CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails

Addendum No. 1

The deadline for questions for this bid was 12:00pm, Tuesday November 24, 2020. The following are the questions that were received along with the answer to those questions.

Question 1. Do you anticipate extending the bid due date?

Answer: No.

Question 2. What additional details are you willing to provide, if any, beyond what is stated in bid documents concerning how you will identify the winning bid?

Answer: None.

Question 3. Was this bid posted to the nationwide free bid notification website at www.mygovwatch.com/free?

Answer: No.

Question 4. Other than your own website, where was this bid posted?

Answer: Yes. Nevada Government Marketplace <https://www.ngemnv.com/>

Question 5. Can you give us a better understanding of "lowest responsive and responsible bid deemed to be in the best interest of the CNLV (pg 2 #6)?"

Answer: The bidder who fully complied with all of the bid requirements and whose past performance, reputation, and financial capability is deemed acceptable, and who has offered the most advantageous pricing or cost benefit, based on the criteria stipulated in the bid documents.

Question 6. Who supplies the liquid fertilizer for the fertigation system?

Answer: The City of North Las Vegas (CNLV)

Question 7. Is there a rodent problem at the park and who supplies the material to combat them?

Answer: There is no history of rodent issues. CNLV pays for rodent/ pest control, unless rodents/pests were result of contractor's actions.

Question 8. Who supplies the supplies for the restrooms and trash bins?

Answer: The City of North Las Vegas (CNLV)

Question 9. Who provides the marking material for the sports fields?

Answer: The City of North Las Vegas (CNLV)

Question 10. Who provides the needed equipment for the sports fields, drag mat? vertical mowing? aeration?

Answer: CNLV provides a drag mat which can be attached to the contractor's UTV. Contractor is responsible for providing the remainder of the equipment (blowers, mowers, aerators, verticutters, etc.)

Question 11. Are the sports fields currently overseeded annually?

Answer: No

Question 12. Will there be a way to distinguish what the staffing level will be for each bidder? We believe this is extremely critical in evaluating and determining the "lowest responsive and responsible bid". Can you please add a line item for that in the bid submittal?

Answer: We are not requiring the Provider to provide a certain number of staff to accomplish the requirements written within the RFP. The proposer determines the amount of staff that they will need in order to be compliant with the RFP requirement. We will not be adding a line for staffing.

Question 13. How many trash cans / doggy stations does the park have?

Answer: Trash cans at CRRP: approximately 185; Doggie Stations at CRRP: approximately 20

Question 14. Does the irrigation from the trails work off the CalSense, and can be ran via the web system?

Answer: The trail irrigation is run off of non-web based (manual) Calsense. The City may upgrade to a web-based capability in the future.

Question 15. With the trail system, how many valves are being manually watered?

Answer: The City does not have any manually operated valves. All valves are connected to a controller (can be scheduled via web or via controller).

Question 16. Does the city provide the post weed killer? (ie Round up)

Answer: Yes

Joy Yoshida

Joy Yoshida
Buyer

City of North Las Vegas
BID B-1619 Citywide Pressure Washing

Pre-bid Meeting held on November 17, 2020 at 10:00 a.m. via Google Meet conference call
Conference Call Attendees

City of North Las Vegas

Joy Yoshida, Buyer, Purchasing

Tracey Farage, Recreation Supervisor, Neighborhood and Leisure Services

Vendors

Mitchell Burner- Yellowstone Landscape 702-969-2015

Mindy Williams – Brighview – 702-736-3551

Symeon Bibiano – Brightview – 702-736-3551

Shawn Buckley – Par-3 Landscape – 702-252-7878

Bobby Rivera – Par 3 Landscape – 702-252-7878

EXHIBIT B

Bid

Please see the attached page(s).



B-1619 Addendum 1 Par 3 Landscape Inc. Supplier Response

Event Information

Number: B-1619 Addendum 1
Title: Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails
Type: Invitation for Bid
Issue Date: 11/10/2020
Deadline: 12/2/2020 10:00 AM (PT)
Notes: The City of North Las Vegas is issuing this bid for the scope of work which consists of furnishing labor and equipment necessary to provide complete and continuous maintenance at Craig Ranch Regional Park and the portion of the Las Vegas Valley Wash trail located within the North Las Vegas city limit.

Contact Information

Contact: Joy Yoshida
Address: 2250 Las Vegas Blvd. Suite 710
North Las Vegas, NV 89030
Phone: 1 (702) 6331745
Email: yoshidaj@cityofnorthlasvegas.com

Par 3 Landscape Inc. Information

Contact: Kurtis Hyde
Address: 4610 Wynn Road
Las Vegas, NV 89103
Phone: (702) 253-7878
Fax: (702) 253-7879
Email: kurtis@par3landscape.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Bobby Rivera
Signature

bobby@par3landscape.com
Email

Submitted at 12/2/2020 11:43:23 AM

Requested Attachments

Required Documents

Scan Exhibits A,B,C,D,E,F and Lic.pdf

Required Documents Exhibits A, B, C, D, E, & F must be submitted as part of your response.

Bid Attributes

1 Acknowledgment of Addendum #1

I acknowledge receipt of Addendum #1

Acknowledgment of Receipt of Addendum #1

Bid Lines

1 Package Header

LOT #1 - CRAIG RANCH REGIONAL PARK

Quantity: 1 UOM: ANNUAL Total: \$382,620.00

Package Items

1.1 Restroom

Price: \$100,683.00 Total: \$100,683.00

1.2 Trash Pickup

Price: \$67,142.40 Total: \$67,142.40

1.3 Mowing & Mechanical Edging, April-May & September-October

Price: \$23,178.00 Total: \$23,178.00

1.4 Mowing & Mechanical Edging, June-August

Price: \$27,102.24 Total: \$27,102.24

1.5 Mowing & Mechanical Edging, November - April

Price: \$5,886.48 Total: \$5,886.48

1.6 Aeration, Regular Turf

Price: \$4,905.36 Total: \$4,905.36

1.7 Aeration, Sports TurfPrice: Total: **1.8 Detail Chemical Application**Price: Total: **1.9 Weed abatement**Price: Total: **1.10 Shrubs: Clearance pruning**Price: Total: **1.11 Trees and Shrubs: Pedestrian or vehicular visibility**Price: Total: **1.12 Irrigation system operability**Price: Total: **1.13 Sweeping**Price: Total: **1.14 Vertical Mowing, Regular turf**Price: Total: **1.15 Vertical Mowing, Sports Turf**Price: Total: **1.16 Sports Field Dragging**Price: Total: **1.17 Sports court Dragging**Price: Total: **2 Package Header**

LOT #2 - NORTH LAS VEGAS SECTION OF THE LAS VEGAS VALLEY TRAIL SYSTEM

Quantity: 1 UOM: ANNUAL Total: **Package Items****2.1 NLV Trails - 1 DAY PER WEEK**Price: Total: **2.2 NLV Trails Phase II - 1 DAY PER WRRK**Price: Total: **2.3 NLV Trails Phase IV - 1 DAY PER WEEK**Price: Total: **2.4 NLV Trails Phase I - 1 DAY PER WEEK**Price: Total: **2.5 NLV Trails Phase II - 1 DAY PER WEEK**Price: Total: **2.6 NLV Trails - 1 DAY PER WEEK**Price: Total:

2.7 NLV Trails - 1 DAY PER WEEK

Price: Total:

3 INSTALL PLANTS -

Baccharis x "Starn Thomoson"

Price: Total:

Item Notes: Additional Work As requested - PRICING FOR 1 GALLON

4 INSTALL PLANTS -

Baccharis x "Starn Thomoson"

Price: Total:

Item Notes: Additional Work As requested -PRICING FOR 5 GALLON

5 INSTALL PLANTS -

Lantana Montevicensis

Price: Total:

Item Notes: Additional Work As requested - PRICING FOR 1 GALLON

6 INSTALL PLANTS -

Lantana Montevicensis

Price: Total:

Item Notes: Additional Work As requested - PRICING FOR 5 GALLON

7 INSTALL PLANTS -

Dalea Grearii

Price: Total:

Item Notes: Additional Work As requested -PRICING FOR 1 GALLON

8 INSTALL PLANTS -

Dalea Grearii

Price: Total:

Item Notes: Additional Work As requested - PRICING FOR 5 GALLON

9	<p>INSTALL PLANTS -</p> <p>Dalea caoitate 'Sierra Gold'</p> <p>Price: <input type="text" value="\$15.00"/> Total: <input type="text" value="\$15.00"/></p> <p>Item Notes: Additional Work As requested - PRICING FOR 1 GALLON</p>
10	<p>INSTALL PLANTS -</p> <p>Dalea caoitate 'Sierra Gold'</p> <p>Price: <input type="text" value="\$38.00"/> Total: <input type="text" value="\$38.00"/></p> <p>Item Notes: Additional Work As requested - PRICING FOR 5 GALLON</p>
11	<p>INSTALL PLANTS -</p> <p>Rosmarinus officinalis "Prostratus"</p> <p>Price: <input type="text" value="\$15.00"/> Total: <input type="text" value="\$15.00"/></p> <p>Item Notes: As requested - PRICING FOR 1 GALLON</p>
12	<p>INSTALL PLANTS -</p> <p>Rosmarinus officinalis "Prostratus"</p> <p>Price: <input type="text" value="\$38.00"/> Total: <input type="text" value="\$38.00"/></p> <p>Item Notes: As requested -PRICING FOR 5 GALLON</p>
13	<p>INSTALL PLANTS -</p> <p>Chrysactinia Mexicana</p> <p>Price: <input type="text" value="\$15.00"/> Total: <input type="text" value="\$15.00"/></p> <p>Item Notes: As requested - PRICING FOR 1 GALLON</p>
14	<p>INSTALL PLANTS -</p> <p>Chrysactinia Mexicana</p> <p>Price: <input type="text" value="\$38.00"/> Total: <input type="text" value="\$38.00"/></p> <p>Item Notes: As requested - PRICING FOR 5 GALLON</p>

1 5	<p>INSTALL PLANTS -</p> <p>Lantana "Radiation"</p> <p>Price: <input type="text" value="\$15.00"/> Total: <input type="text" value="\$15.00"/></p> <p>Item Notes: As requested - PRICING FOR 1 GALLON</p>
1 6	<p>INSTALL PLANTS -</p> <p>Lantana "Radiation"</p> <p>Price: <input type="text" value="\$38.00"/> Total: <input type="text" value="\$38.00"/></p> <p>Item Notes: Additional Work As Requested - PRICING FOR 5 GALLON</p>
1 7	<p>INSTALL PLANTS -</p> <p>Hesoeraloe oarviflora</p> <p>Price: <input type="text" value="\$15.00"/> Total: <input type="text" value="\$15.00"/></p> <p>Item Notes: Additional Work As Requested -PRICING FOR 1 GALLON</p>
1 8	<p>INSTALL PLANTS -</p> <p>Hesoeraloe oarviflora</p> <p>Price: <input type="text" value="\$38.00"/> Total: <input type="text" value="\$38.00"/></p> <p>Item Notes: Additional Work As Requested -PRICING FOR 5 GALLON</p>
1 9	<p>INSTALL PLANTS -</p> <p>Dasyilirion wheeleri or acrotriche</p> <p>Price: <input type="text" value="\$15.00"/> Total: <input type="text" value="\$15.00"/></p> <p>Item Notes: Additional Work As Requested -PRICING FOR 1 GALLON</p>
2 0	<p>INSTALL PLANTS -</p> <p>Dasyilirion wheeleri or acrotriche</p> <p>Price: <input type="text" value="\$38.00"/> Total: <input type="text" value="\$38.00"/></p> <p>Item Notes: Additional Work As Requested -PRICING FOR 5 GALLON</p>

2 1	<p>INSTALL PLANTS -</p> <p>Echinocactus Grusioni</p> <p>Price: <input type="text" value="\$46.00"/> Total: <input type="text" value="\$46.00"/></p> <p>Item Notes: Additional Work As Requested -PRICING FOR 1 GALLON</p>
2 2	<p>INSTALL PLANTS -</p> <p>Echinocactus Grusioni</p> <p>Price: <input type="text" value="\$91.00"/> Total: <input type="text" value="\$91.00"/></p> <p>Item Notes: Additional Work As Requested -PRICING FOR 5 GALLON</p>
2 3	<p>INSTALL PLANTS -</p> <p>Agave oarrvi</p> <p>Price: <input type="text" value="\$33.00"/> Total: <input type="text" value="\$33.00"/></p> <p>Item Notes: Additional Work As Requested - PRICING FOR 1 GALLON</p>
2 4	<p>INSTALL PLANTS -</p> <p>Agave oarrvi</p> <p>Price: <input type="text" value="\$65.00"/> Total: <input type="text" value="\$65.00"/></p> <p>Item Notes: Additional Work As Requested -PRICING FOR 5 GALLON</p>
2 5	<p>INSTALL PLANTS -</p> <p>Agave. murohevi</p> <p>Price: <input type="text" value="\$33.00"/> Total: <input type="text" value="\$33.00"/></p> <p>Item Notes: Additional Work As Requested -PRICING FOR 1 GALLON</p>
2 6	<p>INSTALL PLANTS -</p> <p>Agave. murohevi</p> <p>Price: <input type="text" value="\$65.00"/> Total: <input type="text" value="\$65.00"/></p> <p>Item Notes: Additional Work As Requested -PRICING FOR 5 GALLON</p>

27	<p>INSTALL TREES -</p> <p>5 GALLON</p> <div style="text-align: right;"> Price: <input style="width: 100px;" type="text" value="\$45.00"/> Total: <input style="width: 100px;" type="text" value="\$45.00"/> </div> <p>Item Notes: Additional Work As Requested -PRICE PER PLANTING</p>
28	<p>INSTALL TREES -</p> <p>15 GALLON</p> <div style="text-align: right;"> Price: <input style="width: 100px;" type="text" value="\$188.00"/> Total: <input style="width: 100px;" type="text" value="\$188.00"/> </div> <p>Item Notes: Additional Work As Requested -PRICE PER PLANTING</p> <p>Supplier Notes: <input style="width: 900px;" type="text" value="Standard Pricing of 15 gallon trees only!"/></p>
29	<p>INSTALL TREES -</p> <p>24" BOX</p> <div style="text-align: right;"> Price: <input style="width: 100px;" type="text" value="\$434.00"/> Total: <input style="width: 100px;" type="text" value="\$434.00"/> </div> <p>Item Notes: Additional Work As Requested -PRICE PER PLANTING</p> <p>Supplier Notes: <input style="width: 900px;" type="text" value="Standard tree price only!"/></p>
30	<p>INSTALL TREES -</p> <p>36" BOX</p> <div style="text-align: right;"> Price: <input style="width: 100px;" type="text" value="\$1,137.00"/> Total: <input style="width: 100px;" type="text" value="\$1,137.00"/> </div> <p>Item Notes: Additional Work As Requested -PRICE PER PLANTING</p>
31	<p>INSTALL TREES -</p> <p>Rockscape/ Turf Install/Removal</p> <p>Quantity: <u> 1 </u> UOM: <u> HOURLY </u> Unit Price: <input style="width: 100px;" type="text" value="\$32.00"/> Total: <input style="width: 100px;" type="text" value="\$32.00"/></p> <p>Item Notes: Additional Work As Requested - hourly rate to be provided</p>
32	<p>INSTALL TREES -</p> <p>Infrastructure Repair (Labor only)</p> <p>Quantity: <u> 1 </u> UOM: <u> HOURLY </u> Unit Price: <input style="width: 100px;" type="text" value="\$55.00"/> Total: <input style="width: 100px;" type="text" value="\$55.00"/></p> <p>Item Notes: Additional Work As Requested - hourly rate to be provided</p>

33	Graffiti Removal or Painting (Labor only) City will provide parts Quantity: <u> 1 </u> UOM: <u>HOURLY</u> Unit Price: \$32.00 Total: \$32.00 Item Notes: Additional Work As Requested - hourly rate to be provided
34	Additional Work Requested Quantity: <u> 1 </u> UOM: <u>HOURLY</u> Unit Price: \$32.00 Total: \$32.00 Item Notes: Additional Work as Request - Hourly Rate to be provided
35	Additional Work Requested Quantity: <u> 1 </u> UOM: <u>Equipment Rate</u> Unit Price: \$80.00 Total: \$80.00 Item Notes: Additional Work as Request - Equipment Rate to be provided
36	Hardscape Pressure Washing Quantity: <u> 1 </u> UOM: <u>HOURLY</u> Unit Price: \$75.00 Total: \$75.00 Item Notes: Additional Work as Request - Hourly Rate to be provided
37	Non-Working Hours Call out Laborer: Quantity: <u> 1 </u> UOM: <u>HOURLY</u> Unit Price: \$75.00 Total: \$75.00 Item Notes: Additional Work as Request - Hourly Rate to be provided
38	Non-Working Hours Call out - Supervisor Quantity: <u> 1 </u> UOM: <u>HOURLY</u> Unit Price: \$95.00 Total: \$95.00 Item Notes: Additional Work as Request - Hourly Rate to be provided
39	Working Hours Call Back - Laborer Quantity: <u> 1 </u> UOM: <u>HOURLY</u> Unit Price: \$32.00 Total: \$32.00 Item Notes: Additional Work as Request - Hourly Rate to be provided
40	Working Hours Call Back -Supervisor Quantity: <u> 1 </u> UOM: <u>HOURLY</u> Unit Price: \$75.00 Total: \$75.00 Item Notes: Additional Work as Request - Hourly Rate to be provided
41	Athletic Field Service-Marking SOCCER FIELD standard marking (6 on 6) vendor will have 48 hours advance notice <div style="text-align: right; margin-right: 100px;"> Price: \$160.00 </div> Total: \$160.00 Item Notes: Additional Work as required - PRICE PER FIELD

4 2	<p>Athletic Field Service-Marking BASEBALL FIELD (320 x 240)</p> <p>vendor will have 48 hours advance notice</p> <p style="text-align: right;">Price: \$160.00 Total: \$160.00</p> <p>Item Notes: Additional Work as required - PRICE PER FIELD</p>
4 3	<p>Additional Labor Hourly Rate: Laborer</p> <p>Quantity: <u> 1 </u> UOM: <u> HOURLY </u> Unit Price: \$32.00 Total: \$32.00</p> <p>Item Notes: Additional services as requested - Hourly Rate to be provided</p>
4 4	<p>Additional Labor Hourly Rate: Supervisor</p> <p>Quantity: <u> 1 </u> UOM: <u> HOURLY </u> Unit Price: \$75.00 Total: \$75.00</p> <p>Item Notes: Additional services as requested - Hourly Rate to be provided</p>
4 5	<p>Emergency additional Labor Hourly Rate: Laborer</p> <p>Quantity: <u> 1 </u> UOM: <u> HOURLY </u> Unit Price: \$75.00 Total: \$75.00</p> <p>Item Notes: Additional services as requested - Hourly Rate to be provided</p>
4 6	<p>Emergency additional Labor Hourly Rate: Supervisor</p> <p>Quantity: <u> 1 </u> UOM: <u> HOURLY </u> Unit Price: \$95.00 Total: \$95.00</p> <p>Item Notes: Additional services as requested - Hourly Rate to be provided</p>

Response Total: \$542,174.00

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails
EXHIBIT A
OFFER STATEMENT AND BUSINESS INFORMATION**

This Bid is submitted in response **BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails** and constitutes an offer by this company to enter into a contract as described herein.

BOBBY RIVERA PAR 3 LANDSCAPE MANAGEMENT.
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT) LEGAL NAME OF RESPONDENT

[Signature] 12/1/2020
AUTHORIZED SIGNATURE DATE

BRANCH MANAGER (702) 253-7878 (702) 253-7879
TITLE TELEPHONE NUMBER FAX NUMBER

4610 WYNN. RD
ADDRESS OF RESPONDENT

LAS VEGAS NV 89103
CITY STATE ZIP CODE

E-MAIL ADDRESS: BOBBY@PAR3LANDSCAPE.COM

CNLV-BUSINESS LICENSE NO: MULTI JURISDICTIONAL 2006614-240

X A COPY OF MY CNLV BUSINESS LICENSE IS ATTACHED (if applicable)

FOR INFORMATIONAL PURPOSES ONLY

Is this Respondent a Minority, Women or Disabled Veteran Business Enterprise?

X No ___ Yes If YES specify ___ MBE ___ WBE ___ DVBE

Has this Respondent been certified as a Minority, Women or Disabled Veteran Business Enterprise?

X No ___ Yes If YES specify Certifying Agency _____

Please attach a copy of your certification.

CLARK COUNTY BUSINESS LICENSE

MULTI-JURISDICTIONAL ID 1002117076
LICENSE NUMBER: 2006614-240
LICENSE PERIOD: 05/01/2020 - 10/31/2020

LICENSEE IS AUTHORIZED TO CONDUCT BUSINESS IN THE
FOLLOWING JURISDICTIONS:

CLARK COUNTY (Primary)
CITY OF HENDERSON
CITY OF LAS VEGAS
CITY OF NORTH LAS VEGAS

POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION

ISSUED TO:

Par-3 Landscape & Maintenance, Inc
4610 Wynn Rd
Las Vegas, NV 89103

BUSINESS LOCATION ADDRESS:

4610 Wynn Rd
Las Vegas, NV 89103

TYPE OF LICENSE: Contractors

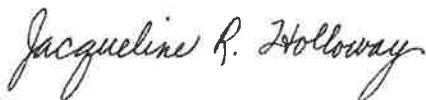
All signage must conform to standards set forth in Clark County Codes 30.72 and 30.48. Business owners are responsible to keep business property free of trash and graffiti, conform to all zoning codes requirements and, if applicable, all conditions set forth in a Notice of Final Action issued by Comprehensive Planning.

Current Planning Comments :

M-1 zone. Approved for contractor.

DISCLAIMER

ISSUANCE OF A BUSINESS LICENSE IS NOT AN ENDORSEMENT OF THE BUSINESS PRACTICE OF THE LICENSEE.
PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION



JACQUELINE R. HOLLOWAY
DIRECTOR OF BUSINESS LICENSE

DEPARTMENT OF BUSINESS LICENSE

500 S GRAND CENTRAL PARKWAY
BOX 551810
LAS VEGAS NV 89155-1810
PHONE: (702) 455-4252

CITY OF NORTH LAS VEGAS
INVITATION TO BID

BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails
EXHIBIT B

QUALIFICATIONS AND EXPERIENCE OF RESPONDENT

Name: PAR 3 LANDSCAPE MANAGEMENT - BOBBY RIVERA

1. Respondent shall provide a brief description of the Responder's qualifications and experience, and number of years in operation.

OVER 20 YRS OF LANDSCAPE MANAGEMENT TO INCLUDE
INSTALLATION, DESIGN & MAINTENANCE. FLEET OVER 200
VEHICLES, HAUL TRUCKS, HEAVY EQUIPMENT & SMALL EQUIPMENT.
WE HAVE 5 CERTIFIED ARBORIST, 2 IRRIGATION AUDITORS
10+ CERTIFIED PESTICIDE APPLICATORS/PRINCIPAL. WE HAVE
OVER 900 EMPLOYEES & MANAGE THE ~~BEST~~ LARGEST
PORTFOLIO OF CUSTOMERS THAT RANGE FROM COMMERCIAL
& HOA'S.

Provide 3 examples of contracts similar in size and scope that have been completed in the past 5 years. The City reserves the right to verify references for the companies identified. Ensure references have given permission to be contacted by the City.

Example Contract 1:

Company Name: SOUTHERN HIGHLANDS COMMUNITY ASSOCIATION.

Company Address: 11411 SOUTHERN HIGHLANDS PARKWAY
LAS VEGAS, NV 89141

Point of Contact: SARA GILLIAM Phone Number: (702) 361-6640

E-Mail Address: SGILLIAM@OLYMPIA COMPANIES.COM

Brief Description of Contract Scope:

COMPLETE LANDSCAPE SERVICES FOR MASTER
ASSOCIATION WITH OVER 130 ACRES OF COMMON AREAS,
PARKS, STREETSCAPES & DRAINAGE EASEMENTS

Term of Contract (Base plus Option Years): 18+ YRS W/1YR RENEWALS

Year of Base Contract Award: 2001 Year Contract Completed: N/A ONGOING.

Base Contract Amount: \$4,000,000 Total Contract Amount (including all option years) \$ ONGOING

Did the contract contain a liquidated damages clause? ☐ YES ☒ NO

If yes, were damages assessed? ☐ YES ☒ NO If yes, what was the amount assessed? \$ _____

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails
EXHIBIT B – QUALIFICATIONS AND EXPERIENCE OF RESPONDENT (Continued)**

Example Contract 2:

Company Name: SUMMERLIN SOUTH COMMUNITY ASSOCIATION
Company Address: 2115 FESTIVAL PLAZA DR. LY NV 89135
Point of Contact: JOHN WEST Phone Number: (702) 791-4600
E-Mail Address: JOHN.WEST@HOWARDHUGHES.COM
Brief Description of Contract Scope: COMPLETE LANDSCAPE SERVICES TO
MASTER PLANNED COMMUNITY WITH OVER 9,000 HOMES +
ALL ASSOCIATED COMMON AREAS.

Term of Contract (Base plus Option Years): 16YR W/2YR ADDITIONAL
Year of Base Contract Award: 2004 Year Contract Completed: ONGOING
Base Contract Amount: \$1,300,000 Total Contract Amount (including all option years) \$ 3,900,000
Did the contract contain a liquidated damages clause? ☐ YES ☒ NO
If yes, were damages assessed? ☐ YES ☒ NO If yes, what was the amount assessed? \$

Example Contract 3:

Company Name: STATION CASINOS
Company Address: 1505 S. PAVILION CENTER DR.
Point of Contact: CHRIS POWELL Phone Number: (702) 495-3000
E-Mail Address: CHRISTOPHER.POWELL@STATIONCASINOS.COM
Brief Description of Contract Scope: COMPLETE LANDSCAPE SERVICES
TO ALL LAS VEGAS LOCATIONS.

Term of Contract (Base plus Option Years): 15 YRS
Year of Base Contract Award: 2005 Year Contract Completed: ONGOING
Base Contract Amount: \$1,000,000 Total Contract Amount (including all option years) \$ 3,000,000
Did the contract contain a liquidated damages clause? ☐ YES ☒ NO
If yes, were damages assessed? ☐ YES ☒ NO If yes, what was the amount assessed? \$

(ATTACH ADDITIONAL SHEET(S) IF EXTRA SPACE IS NEEDED)

**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails
EXHIBIT C – AFFIDAVIT OF REJECTION OF COVERAGE
FOR WORKERS' COMPENSATION
UNDER NRS 616B.627 AND NRS 617.210**

In the State of Nevada, County of Clark, _____, being duly sworn,
deposes and says:

1. I make the following assertions pursuant to NRS 616B.627 and NRS 617.210.
2. I am a sole proprietor who will not use the services of any employees in the performance of this Contract with the City of North Las Vegas.
3. In accordance with the provisions of NRS 616B.659, I have not elected to be included within the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS, relating thereto.
4. I am otherwise in compliance with the terms, conditions and provisions of chapters 616A to 616D, inclusive, of NRS.
5. In accordance with the provisions of NRS 617.225, I have not elected to be included within the terms, conditions and provisions of chapter 617 of NRS.
6. I am otherwise in compliance with the terms, conditions and provisions of chapter 617 of NRS.
7. I acknowledge that the City of North Las Vegas will not be considered to be my employer or the employer of my employees, if any, and that the City of North Las Vegas is not liable as a principal contractor to me or my employees, if any, for any compensation or other damages as a result of an industrial injury or occupational disease incurred in the performance of this Contract.

I, _____, do here swear under penalty of perjury that the assertions of this affidavit are true.

Signed this _____ day of _____, 20_____.

Signature _____

State of _____

County of _____

Signed and sworn to (or affirmed) before me on this _____ day of _____, 20_____.

by _____ (name of person making statement).

Notary Signature _____

STAMP AND SEAL



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails
EXHIBIT D- Non-Collusion Affidavit**

State of NEVADA County of CLARK

BOBBY RIVERA

being first duly sworn deposes that:

- (1) He/She is the BRANCH MANAGER of PAR 3 LANDSCAPE MNT., the Respondent that has submitted the attached Bid;
- (2) He/She is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
- (3) Such Bid is genuine and is not a collusive or sham Bid;
- (4) Neither the said Respondent nor any of its officers, partners, owners, agents, representatives, employees or parties in interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Respondent, firm, or person to submit a collusive or sham Bid in connection with the contract or agreement for which the attached Bid has been submitted or to refrain from making a Bid in connection with such contract or agreement, or collusion or communication or conference with any other Respondent, or, to fix any overhead, profit, or cost element of the Bid price or the Bid price of any other Respondent, or to secure through collusion, conspiracy, connivance, or unlawful agreement any advantage against the City of North Las Vegas or any person interested in the proposed contract or agreement; and
- (5) The Bid of service outlined in the Bid is fair and proper and is not tainted by collusion, conspiracy, connivance, or unlawful agreement on the part of the Respondent/team or any of its agents, representatives, owners, employees, or parties including this affiant.

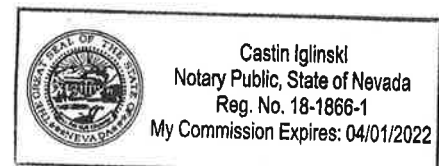
(Signed):

Title: BRANCH MANAGER.

Subscribed and sworn to before me this 1st day of December 2020.

Castin Iglinski
Notary Public

My Commission expires: 04-01-2022





**CITY OF NORTH LAS VEGAS
INVITATION TO BID**

**BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails
EXHIBIT E- Written Certification**

Pursuant to NRS 332.065(3), a governing body or its authorized representative shall not enter into a contract with an estimated value in excess of \$100,000 with a company unless the contract includes a written certification that the company is not currently engaged in, and agrees for the duration of the contract not to engage in, a boycott of Israel.

By signing below, the Respondent agrees and certifies that they do not currently boycott Israel and will not boycott Israel during any time in which they are entering into, or while in contract, with the City. If at any time after the signing of this certification, the Respondent decides to engage in a boycott of Israel, the Respondent must notify the City in writing.

BOBBY RIVERA
AUTHORIZED SIGNATURE NAME (TYPE OR PRINT)

SAME
LEGAL NAME OF RESPONDENT

[Signature]
AUTHORIZED SIGNATURE

DECEMBER 1, 2020
DATE

Branch Manager
TITLE



**CITY OF NORTH LAS VEGAS
INVITATION TO BID
BID B-1619 Landscaping Services Craig Ranch Park and CNLV Las Vegas Valley Wash Trails
EXHIBIT F- Exceptions to North Las Vegas Service Agreement**

Please provide an explanation to any and all exceptions on terms of the North Las Vegas Service Agreement.

NONE

Southern Nevada Office
2310 Corporate Circle, Suite 200
Henderson, Nevada 89074
(702) 486-1100

Northern Nevada Office
5390 Kietzke Lane, Suite 102
Reno, Nevada 89511
(775) 688-1141

STATE CONTRACTORS BOARD

The Nevada State Contractors Board certifies that
PAR 3 LANDSCAPE & MAINTENANCE INC
Licensed since January 09, 1996

License No. **0041311**

Is duly licensed as a contractor in the following classification(s):

PRINCIPALS:

PAUL JARAMILLO, President, QI
MARK ROCKWELL, Vice President, QI
SHAWN BUCKLEY,
Secretary/Treasurer

C-10 Landscape Contracting

LIMIT: **\$4,000,000**
EXPIRES: **01/31/2021**

Margaret Cavin
Chair, Nevada State Contractors Board



**STATE OF NEVADA
CONTRACTORS LICENSE**

THIS IS TO CERTIFY THAT THE COMPANY
LISTED BELOW IS LICENSED IN THE STATE OF
NEVADA FOR THE CLASSIFICATION(S) SHOWN:

PAR 3 LANDSCAPE & MAINTENANCE INC
4610 WYNN ROAD
LAS VEGAS, NV 89103

LIC. NO.
0041311
EXPIRES:
01/31/2021

LIMIT:
\$4,000,000

Class: C-10

**STATE OF NEVADA
STATE CONTRACTORS BOARD**
5390 Kietzke Lane, Suite 102, Reno, Nevada 89511
2310 Corporate Circle, Suite 200, Henderson, Nevada 89074

POCKET CARD RE-ORDER FORM

Enclosed is \$_____ to cover the cost of _____ additional
pocket cards at ten dollars (\$10.00) each.

Firm Name _____

License No. _____

Date: _____ By: _____

PAR 3 LANDSCAPE & MAINTENANCE INC
4610 WYNN ROAD
LAS VEGAS, NV 89103

Company # 6994

NEVADA
PEST CONTROL BUSINESS LICENSE

Expires December 31, 2020

This is To Certify That PAR 3 LANDSCAPE & MAINTENANCE INC

Dba PAR 3 LANDSCAPE & MAINTENANCE

4610 WYNN RD, LAS VEGAS, NV 89103

is a licensed commercial pest control operator in the State of Nevada.

Date Issued: 1/1/2020

Issued by: KB

NEVADA STATE DEPARTMENT OF AGRICULTURE
405 SOUTH 21ST STREET, SPARKS, NV 89431

(NSPO Rev. 7-08)

(O) 1121A 


INTERNATIONAL SOCIETY OF ARBORICULTURE


CERTIFIED ARBORIST™

Bobby Rivera

Having successfully completed the requirements set by the
International Society of Arboriculture, the above named
is hereby recognized as an ISA Certified Arborist®




Luana Vargas
Director of Credentialing Services
International Society of Arboriculture


Caitlyn Pollihan
Executive Director
International Society of Arboriculture

WE-10087A
Certification Number

6 Jun 2013
Certified Since

30 Jun 2022
Expiration Date



#0847
ISO/IEC 17024
Personnel Certification Program
ISA Certified Arborist®

CITY OF NORTH LAS VEGAS CRAIG RANCH PARK & TRAILS MAINTENANCE BID**Current Client List**

	<u>NAME</u>	<u>CONTACT</u>	<u>PHONE NUMBER</u>	
*	Thomas & Mack Properties	Leslie Shurmur	896-7035	15 acres
*	Town Square	Gerard Amlin	466-2666	80 acres
*	Green Valley Ranch Station Casino	Rod Hicken	617-7783	40 acres
*	Summerlin South Community	John West	290-3593	125 acres
*	Southern Highlands Comm. Assoc.	Sara Gilliam	361-6640	140 acres
*	Desert Shores Community Assoc.	Cary Brackett	254-1020	20 acres
*	The Ridges Community Assoc.	Scott Wingfield	791-4600	10 acres
*	Eagle Hills Owners Association	Diane Meyers	933-7764	5 acres
*	Canyon Fairways Community Assoc.	Sharon Winter	523-8655	7 acres
*	Peccole Ranch Community Assoc.	Jan Porter	255-3351	20 acres
*	Meadows School	Bret Peterson	249-5333	8 acres
*	Bishop Gorman High School	Greg Piet	348-3122	15 acres
*	Summerlin West	Karla Pearson-Call	290-2078	80 acres
*	Summerlin Hospital	Steve Archer	233-7007	5 acres

Landscape Staff

Over 500 total employees

Business License

Multi Jurisdictional License #2006614-240 (see attached)

Landscaping Contractor's License

C-10 License #41311 (4,00,000 Limit)

Emergency Phone Contact List

702-587-6108 24 Hour Emergency Line

702-318-1240 Branch Manager - Bobby Rivera, bobby@par3landscape.com

702-355-2690 Owner – Shawn Buckley, shawn@par3landscape.com

Electronic Communication

Owner, Shawn Buckley, shawn@par3landscape.com

Branch Manager, Bobby Rivera, bobby@par3landscape.com

Maintenance Equipment

Over 200 full sized trucks ½ ton, ¾ ton, 1 ton, Small work vehicles – Gators, Mules etc...

Over 50 pieces of Heavy Equipment: Haul Trucks, Dump Trucks, Water Trucks, Loaders, Backhoes, Tree Bucket Trucks, Skidsteers, Trackhoes.

5 Spray trucks with pumps, tanks and hoses.

Over 500 pieces of landscape equipment to include large and small mower (rotary and reel), blowers, trimmers, sod cutters, aerators, verticuters and hand tools.



Shawn P. Buckley - OWNER

CLARK COUNTY BUSINESS LICENSE

MULTI-JURISDICTIONAL ID 1002117076
LICENSE NUMBER: 2006614-240
LICENSE PERIOD: 11/01/2020 - 04/30/2021

LICENSEE IS AUTHORIZED TO CONDUCT BUSINESS IN THE
FOLLOWING JURISDICTIONS:

CLARK COUNTY (Primary)
CITY OF HENDERSON
CITY OF LAS VEGAS
CITY OF NORTH LAS VEGAS

POST IN A CONSPICUOUS PLACE AT THE BUSINESS LOCATION

ISSUED TO:

Par-3 Landscape & Maintenance, Inc
4610 Wynn Rd
Las Vegas, NV 89103

BUSINESS LOCATION ADDRESS:

4610 Wynn Rd
Las Vegas, NV 89103

TYPE OF LICENSE: Contractors

All signage must conform to standards set forth in Clark County Codes 30.72 and 30.48. Business owners are responsible to keep business property free of trash and graffiti, conform to all zoning codes requirements and, if applicable, all conditions set forth in a Notice of Final Action issued by Comprehensive Planning.

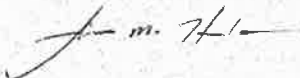
Current Planning Comments :

M-1 zone. Approved for contractor.

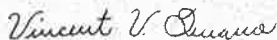
DISCLAIMER

ISSUANCE OF A BUSINESS LICENSE IS NOT AN ENDORSEMENT OF THE BUSINESS PRACTICE OF THE LICENSEE.

PLEASE SEE REVERSE SIDE FOR ADDITIONAL INFORMATION



JAMES HEADEN
ACTING MANAGER OF BUSINESS LICENSE



VINCENT QUEANO
ACTING MANAGER OF BUSINESS LICENSE

**DEPARTMENT OF
BUSINESS LICENSE**

500 S GRAND CENTRAL PARKWAY
BOX 551810
LAS VEGAS NV 89155-1810
PHONE: (702) 455-4252



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

12/30/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Swarts Manning and Associates 10091 Park Run Drive Suite 200 Las Vegas NV 89145	CONTACT NAME: Jenna Trested PHONE (A/C, No, Ext): (702) 878-2820 FAX (A/C, No): (702) 870-1263 E-MAIL ADDRESS: jenna@swartsmanning.com
INSURED Par 3 Landscape & Maintenance, Inc. 4610 Wynn Rd. Las Vegas NV 89103	INSURER(S) AFFORDING COVERAGE INSURER A: Nationwide Mutual Insurance Company INSURER B: Starr Indemnity & Liability Co. INSURER C: Westchester Surplus Lines Ins Co INSURER D: INSURER E: INSURER F:

COVERAGES**CERTIFICATE NUMBER:** 20/21 Master**REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	X	Y	ACP3009184661	4/27/2020	4/27/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EPLI \$ 50,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			ACP3009184661	4/27/2020	4/27/2021	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ Underinsured motorist combined sir \$ 1,000,000
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> EXCESS LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 0			1000586298201	4/27/2020	4/27/2021	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				PER STATUTE E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Inland Marine			ACP3009184661	4/27/2020	4/27/2021	Leased & Rented Equipment \$250,000
C	Pollution			G24274998 009	4/27/2020	4/27/2021	Limit/Aggregate \$1 Mil/\$1 Mil

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

City of North Las Vegas, its officers, officials, employees and volunteers are named as additional insureds with respect to General Liability on a primary and noncontributory basis as per attached form# CG7323 1216. Completed Operations is included as per attached form# CG2037. Waiver of Subrogation is included with respect to General Liability as per attached form# CG7323 1216.

CERTIFICATE HOLDER

(702) 633-7019 contardib@cityofnorthlasvegas

City of North Las Vegas
2250 Las Vegas Blvd. N.
N Las Vegas, NV 89030

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Justin Manning/JT

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Par 3 Landscape & Maintenance, Inc.

Policy# ACP3009184661

EFFECTIVE DATE: 12:01 AM Standard Time, 4/27/19
(at your principal place of business)

COMMERCIAL GENERAL LIABILITY
CG 20 37 (10-01)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED - OWNERS, LESSEES OR CONTRACTORS - COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: As Required by Written Contract
Location And Description of Completed Operations:
Additional Premium:

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II - Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard".

All terms and conditions of this policy apply unless modified by this endorsement.

Copyright, ISO Properties, Inc., 2000

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CONTRACTORS ENHANCEMENT PLUS ENDORSEMENT INCLUDING MEDICAL PAYMENTS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. Lost Key Coverage

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

If a customer's master or grand key, excluding electronic key card, is lost, damaged or stolen while in your care, custody or control we will pay the cost of replacing the keys, including the master lock and all keys used in the same lock, the cost of adjusting locks to accept the new keys, or the cost to replace the locks, whichever is less.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$ 10,000 per "occurrence".

B. Voluntary Property Damage

1. **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, coverage is extended to include the following:

At your request, we will pay for "property damage" to property of others caused by you and while in your possession, arising out of your business operations and occurring during the policy period.

2. **Limit of Insurance** – For the purpose of this coverage the most we will pay is \$1,500 per "occurrence".

C. Non-Owned Watercraft

Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions**, Exclusion **g. Aircraft, Auto Or Watercraft** Paragraph (2) (a) is replaced with:

- (a) Less than 51 feet long; and

D. Expanded Property Damage Coverage

1. For the purposes of this endorsement only:

Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability, 2. Exclusions, Exclusion **j. Damage To Property** is amended as follows:

- a. Paragraphs (3), (5), and (6) are deleted in their entirety.

- b. Paragraph (4) is deleted in its entirety and replaced with:

(4) Personal property in the care, custody, or control of the insured:

- (a) for storage or sale at premises you own, rent or occupy; or

- (b) while being transported by any aircraft, "auto" or watercraft owned or operated by or rented to or loaned to any insured.

- c. The coverage provided by this endorsement does not apply to "property damage":

- (1) Arising out of the disappearance or loss of use of personal property; or

- (2) Included in the "products-completed operations hazard".

2. **Limit of Insurance** - The most we will pay for loss arising out of any one "occurrence" is \$5,000.

3. **Deductible** - Our obligation to pay for a covered loss applies only to the amount of loss in excess of \$250.

We will pay the deductible amount to effect settlement of any claim or "suit" and, upon notification of this action having been taken, you shall promptly reimburse us for the deductible as has been paid by us.

This insurance is primary to any expanded property damage coverage provided by a separate endorsement attached to this policy, and it will supplant any deductible in said endorsement

E. Damage To Premises Rented To You

1. Under **Section I – Coverages, Coverage A Bodily Injury And Property Damage Liability**, the last paragraph of **2. Exclusions** is replaced with:

If **Damage To Premises Rented To You** is not otherwise excluded, Exclusions **c.** through **n.** do not apply to damage by fire, lightning, explosion, smoke, or sprinkler leakage to premises while rented to you or temporarily occupied by you with permission of the owner.

2. Under **Section III – Limits Of Insurance**, Paragraph 6 is replaced with:

6. Subject to 5. above, the Damage To Premises Rented To You Limit is the most we will pay under Coverage **A** for damages because of “property damage” to any one premises, while rented to you, or in the case of damage by fire, lightning, explosion, smoke or sprinkler leakage, while rented to you or temporarily occupied by you with permission of the owner. The limit is increased to \$1,000,000.

3. Under **Section IV – Commercial General Liability Conditions, 4. Other Insurance, b. Excess Insurance (1) (a) (ii)** is replaced with:

(ii) That is Fire, Lightning, Explosion, Smoke or Sprinkler leakage insurance for premises rented to you or temporarily occupied by you with permission of the owner.

F. Supplementary Payments

Under **Section I – Coverages, Supplementary Payments – Coverages A and B** Paragraphs **1.b** and **1.d.** are replaced with:

- b. Up to \$2,500 for cost of bail bonds required because of accidents or traffic law violations arising out of the use of any vehicle to which the Bodily Injury Liability Coverage applies. We do not have to furnish these bonds.

- d. All reasonable expenses incurred by the insured at our request to assist us in the investigation or defense of the claim or “suit”, including actual loss of earnings up to \$500 a day because of time off from work.

G. Newly Formed And Acquired Organizations

Under **SECTION II – WHO IS AN INSURED** Paragraph **3.a.** is replaced with:

- a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

H. Additional Insured – Automatic Status When Required In An Agreement Or Contract With You

Section II – Who Is An Insured is amended to include:

1. Any person(s) or organization(s) described in Paragraph **a. – d.** below with whom you have agreed in writing in a contract or written agreement that such person or organization be added as an additional insured on your policy during the policy period shown in the Declarations.
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

The person or organization added as an insured by this endorsement is an insured only for liability due to:

- a. **Lessors of Leased Equipment** – with respect to their liability for “bodily injury”, “property damage”, or “personal and advertising injury”, caused in whole or in part by your maintenance, operation, or use of equipment leased to you by such person(s) or organization(s). This insurance does not apply to any “occurrence” which takes place after the equipment lease expires.

However, their status as additional insured under this policy ends when their lease, contract, or agreement with you for such leased equipment expires.

- b. **Managers or Lessors of Premises** – with respect to liability arising out of the ownership, maintenance, or use of that part of the premises you own, rent, lease, or occupy.

This insurance does not apply to:

- (1) Any "occurrence" which takes place after you cease to be a tenant in that premises.
- (2) Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization.

However, their status as additional insured under this policy ends when you cease to be a tenant of such premises.

c. State or Political Subdivision – Permits Relating to Premises – with respect to the following hazards for which the state or political subdivision has issued a permit or authorization in connection with premises you own, rent, or control and to which this insurance applies.

- (1) The existence, maintenance, repair, construction, erection, or removal of advertising signs, awnings, canopies, cellar entrances, coal holes, driveways, manholes, marquees, hoist away openings, sidewalk vaults, street banners, or decorations and similar exposures; or
- (2) The construction, erection, or removal of elevators; or
- (3) The ownership maintenance or use of any elevators covered by this insurance.

This insurance does not apply to:

- (1) "Bodily injury" or "property damage" or "personal or advertising injury" arising out of operations performed for the state or municipality; or
- (2) "Bodily injury" or "property damage" included within the "products-completed operations hazard".

However, such state or political subdivision's status as additional insured under this policy ends when the permit ends.

d. Owners, Lessees, or Contractors – with respect to liability for "bodily injury", "property damage", or "personal and advertising injury" caused in whole or in part, by:

(1) Your acts or omissions; or

- (2) The acts or omissions of those acting on your behalf; in the performance of your ongoing operations performed for that additional insured, whether the work is performed by you or on your behalf.

The insurance does not apply to:

- (1) "Bodily injury", "property damage", or "personal and advertising injury" arising out of the rendering of or the failure to render any professional architectural, engineering, or survey services, including:

- (a) The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, survey, field orders, change orders, or drawings and specifications; or
- (b) Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or failure to render, any professional, architectural, engineering, or surveying services.

- (2) "Bodily injury" or "property damage" occurring after:

- (a) All work, including materials, parts, or equipment furnished in connection with such work, on the project (other than service, maintenance, or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

- (b) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

However, a person or organization's status as additional insured under this policy ends when your operations for that additional insured are completed.

With respect to the insurance afforded to such additional insureds **a. – d.** described above, the following is added to **Section III – Limits Of Insurance**:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations:

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

However, the insurance afforded to such additional insureds **a. – d.** described above:

1. Only applies to the extent permitted by law; and
2. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

3. **Primary and Noncontributory – Other Insurance Conditions**

The following is added to the **Other Insurance** Condition and supersedes any provisions to the contrary:

Primary and Noncontributory Insurance

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

- a. The additional insured is a Named Insured under such other insurance; and

- b. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

I. **Employee Bodily Injury To Another Employee**

Under **Section II – Who Is An Insured** The following is added to Paragraph **2.a.(1)**:

Paragraphs **2.a.(1) (a), (b) and (c)** do not apply to "bodily injury" to a co-"employee" in the course of the co-"employee's" employment by you, or to "bodily injury" to a co-"volunteer worker" while performing duties related to the conduct of your business.

J. **Broad Form Named Insured**

Under **Section II – Who Is An Insured** The following is added to Paragraph **2.:**

- e. Any business entity incorporated or organized under the laws of the United State of America (including any State thereof), its territories or possessions, or Canada (including any Province thereof) in which the Named Insured shown in the Declarations owns, during the policy period, an interest of more than fifty percent. If other valid collectible insurance is available to any business entity covered by this solely by reason of ownership by the Named Insured shown in the Declarations in excess of fifty percent, this insurance is excess over the other insurance, whether primary, excess, contingent, or on any other basis.

K. **Aggregate Limit Per Location**

Under **Section III – Limits Of Insurance** the following is added to Paragraph **2:**

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your locations owned by or rented to you or temporarily occupied by you with the permission of the owner. For the purposes of this provision, location means premises involving the same or connecting lots, or premises whose connection is interrupted only by a public street, roadway, waterway or railroad right-of-way.

L. **Aggregate Limit Per Project**

Under **Section III – Limits Of Insurance** The following paragraph is added to Paragraph **2:**

The General Aggregate Limit under **Section III Limits Of Insurance** applies separately to each of your construction projects away from premises owned by or rented to you.

M. Medical Payments

Under **Section III – Limits Of Insurance**, Paragraph 7. is replaced with:

7. Subject to 5. above, the higher of:
- \$10,000; or
 - The amount shown in the Declarations for Medical Expense Limit is the most we will pay under Coverage C for all medical expenses because of "bodily injury" sustained by one person.

This coverage does not apply if **Coverage C – Medical Payments** is excluded either by the provisions of any coverage forms attached to the policy or by endorsement.

N. Knowledge Of An Occurrence

Under **Section IV – Commercial General Liability Conditions**, the following is added to **2. Duties In The Event Of Occurrence, Offense, Claim Or Suit**:

- Knowledge of an occurrence, offense, claim or suit by an agent or employee of any insured shall not in itself constitute knowledge of the insured unless you, a partner, if you are a partnership; or an executive officer or insurance manager, if you are a corporation receives such notice of an occurrence, offense, claim or suit from the agent or employee.
- The requirements in **Paragraph b.** will not be considered breached unless there is knowledge of occurrence as outlined in Paragraph e. above.

O. Unintentional Failure To Disclose Hazard

Under **Section IV – Commercial General Liability Conditions**, Condition 6. **Representations** the following paragraph is added:

- Your failure to disclose all hazards or prior "occurrences" or offenses existing as of the

inception date of the policy shall not prejudice the coverage afforded by this policy provided such failure to disclose all hazards or prior "occurrences" or offenses is not intentional. This provision does not affect our right to collect additional premium or exercise our right of cancellation or non-renewal.

P. Waiver Of Subrogation

Under **Section IV – Commercial General Liability Conditions**, **8. Transfer Of Rights Of Recovery Against Others To Us** the following paragraph is added:

If required by a written contract executed prior to loss, we waive any right of subrogation we may have against the contracting person or organization because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard".

Q. Liberalization

Under **Section IV – Commercial General Liability Conditions**, the following paragraph is added:

10. Liberalization

If we revise this coverage form to provide more coverage without additional premium charge, your policy will automatically provide the additional coverage as of the day the revision is effective in your state.

R. Broadened Bodily Injury Definition (Mental Anguish)

Under **Section V – Definitions** Definition 3. "Bodily Injury" is replaced with:

- "Bodily injury" means physical injury, sickness, or disease to a person and if arising out of the foregoing, mental anguish, mental injury, shock, or humiliation, including death at any time resulting therefrom.

All terms and conditions of this policy apply unless modified by this endorsement.

CERTIFICATE of COVERAGE
Workers' Compensation
Builders Assoc. of Western Nevada Self Insured Group &
Safety National Casualty Corporation - AM Best Rated A+14
NAIC #15105

575 S. Saliman Road
Carson City, NV 89701-5000
Phone: (775) 887-2480 Fax: (775) 887-2481

MEMBER COMPANY

Par 3 Landscape & Maintenance dba Par 3 Landscape & Maintenance

Policy No : BAWN13798-2021-01

4610 Wynn Rd
Las Vegas, NV 89103

Dates of Coverage:

12:01 AM on 01/01/2021 to 12:01 AM on 01/01/2022

This is to certify that the above named employer has secured coverage for his employees under the Nevada Workers Compensation Act by qualifying as a member of the Builders Assoc. of Western Nevada Self Insured Group. The Self Insured Group is an Association of Self Insured private employers authorized by the Nevada Insurance Division to pay Workers Compensation Benefits to employees of its member companies under Chapters 616 and 617 of the Nevada Revised Statutes. The State of Nevada issued it Certification Number 5012 to the Builders Assoc. of Western Nevada Self Insured Group effective Thursday, April 15, 1999.

CERTIFICATE HOLDER:

City of North Las Vegas

JOB DESCRIPTIONS:

All Nevada Jobs

2250 Las Vegas Blvd. North, Suite 710
North Las Vegas, NV 89030

LIMITS OF LIABILITY:

WORKERS COMPENSATION

STATUTORY

OPERATIONS COVERED :

NEVADA

EXCESS WORKERS COMP INSURANCE :

Safety National Casualty

EMPLOYER'S LIABILITY LIMIT :

\$1,000,000/\$1,000,000/\$1,000,000

This Certificate is issued as a matter of information only. Should the member company's enrollment in the Self Insured Group be terminated before the date of expiration shown above, for any cause, the Builders Assoc. of Western Nevada Self Insured Group and the Safety National Casualty Corporation will endeavor to mail 30 days written notice of such termination to the Certificate Holder named above. However, failure to mail such notice shall impose no obligation or liability upon the Builders Assoc. of Western Nevada Self Insured Group or the Safety National Casualty Corporation, the Association Administrator, or any Party acting as a Trustee, Officer, Agent, or Appointee of the Builders Assoc. of Western Nevada Self Insured Group or the Safety National Casualty Corporation.

Dated At
Carson City,

Nevada : January 6, 2021

By:



Title: Underwriter

**Builders Assoc. of Western Nevada Self Insured Group &
Safety National Casualty Corporation - AM Best Rated A+ 14
NAIC #15105**

575 S. Saliman Road
Carson City, NV 89701-5000
Phone: (775) 887-2480 Fax: (775) 887-2481

January 6, 2021

Insured: Par 3 Landscape & Maintenance
Member No: BAWN13798
Policy No: BAWN13798-2021-01

CERTIFICATE HOLDER:

City of North Las Vegas

2250 Las Vegas Blvd. North, Suite 710

North Las Vegas, NV 89030

Effective: 12:01 AM on 01/01/2021 to 12:01 AM on 01/01/2022

This policy is changed to provide:

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS

We have the right to recover from anyone liable for loss, all payments, which we have made to the Insured. We agree to allow the Insured to waive this right only to the extent that the Insured performs work under a written contract that requires the Insured to waive his rights of subrogation and the contract was executed before the loss.



Elaine Agnason

Underwriter