



**C STREET GARAGE ELEVATOR CAB RETROFIT
CITY OF SPARKS, NEVADA**

THIS CONTRACT made and entered into on this 26th day of March, 2018, by and between the City of Sparks, Nevada, a municipal corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter called "City", and **Koch Elevator**, a qualified Contractor in the class of work required, hereinafter called "Contractor".

W I T N E S E T H

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

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

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

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope of Work:

The scope of work for this contract is generally defined as **C Street Garage Elevator Cab Retrofit**. The City's Contract Documents and Contractor's Entire Proposal are on file with the City of Sparks and may be physically included with this contract as "Attachment A." All terms, conditions and requirements contained within these Documents, including any and all addenda issued by the City, are hereby incorporated by reference into this Contract.

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

2. Payment for Project Services

As full consideration for the Services to be performed by Contractor, City agrees to pay Contractor as set forth in accordance with the Fee Schedule set forth in the quote and not to exceed fee of **\$90,800.00** for the project. Final payment shall be made upon the Project Manager certifying that the Contractor has satisfactorily completed the work in conformity with the Contract Documents.

3. Time for Completion:

The Contractor shall deliver the material and/or services called for in the specifications/proposal and within the delivery time specified and in accordance with the terms of the contract. Work shall be



completed within 30 days from the Notice to Proceed issued by the City of Sparks Purchasing Division. The Contractor shall not alter or vary any terms or conditions contained or incorporated herein, including but not limited to, the quantity, price, delivery date or date designated as After Receipt of Order (ARO) or date for commencement or completion of services as mutually agreed upon, unless such alteration or variation is consented to in writing by a duly authorized representative of the City.

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

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

4. No Unlawful Discrimination:

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

In all cases where persons are employed in the construction of public works, preference must be given when the qualifications of the applicants are equal:

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

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

5. No Illegal Harassment:

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

6. Lawful Performance:

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



7. Acceptance by the City:

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

8. Waiver:

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

9. Notices:

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

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

CONTRACTOR:
Mike Koch
Koch Elevator
561 Sunshine Ln.
Reno, NV 89502

10. Arbitration:

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

11. Jurisdiction and Venue:

In the event the arbitration award is challenged, any action or proceeding seeking to do so must be brought in the courts of the State of Nevada, County of Washoe, or if the party can acquire subject-matter jurisdiction, in the United States District Court for the District of Nevada in the City of Reno. Each of the



parties consents to the personal jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party by sending it certified mail to the respective addresses designated for notice.

12. Indemnity:

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

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

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

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

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

13. Licenses and Permits:

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

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

14. Insurance:

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS



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

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

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

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

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



Commercial General Liability

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

For contracts that are for the construction or improvement of public facilities, the Contractor shall obtain and maintain products and completed operations liability coverage through the statute of repose after completion of the project.

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

Minimum Limits of Insurance

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

\$2,000,000 General Aggregate Limit

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

\$10,000 Medical Expense Limit

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

Coverage Form

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

Additional Insured

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

Any failure by the Contractor to comply with reporting provisions of the policies shall not affect its obligations to the additional insureds.



Primary and Non-Contributory

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

Separation of Insureds

Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Waiver of Subrogation

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

Endorsements

A policy form or endorsement is required confirming coverage for all required additional insureds. The endorsement for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CG 20 10 11/85 or substitute forms providing additional insured coverage for products and completed operations.

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

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

Business Automobile Liability

Minimum Limits of Insurance

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

Coverage Form

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



owned autos).

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

Additional Insured

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

Endorsements

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

Workers’ Compensation and Employer’s Liability

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

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

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

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

- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)



- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS617.207)

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

Minimum Limits of Insurance

Workers' Compensation:

Statutory Limits

Employer's Liability: **\$1,000,000** Bodily Injury by Accident – Each Accident

\$1,000,000 Bodily Injury by Disease – Each Employee

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

Coverage Form

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

OTHER INSURANCE COVERAGES (IF APPLICABLE)

Professional Liability Insurance (if Applicable) \$1,000,000 per occurrence limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services with a minimum of three (3) years reporting of claims following completion of the project.

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

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

ALL COVERAGES

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

OTHER INSURANCE PROVISIONS

Should City and Contractor agree that higher coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount may be borne by City.



City retains the option to purchase project insurance through Contractor's insurer or its own source.

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

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

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

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

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

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

SUBCONTRACTORS

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



all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

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

15. Material Breach of Contract:

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

16. Force Majeure:

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

17. Termination:

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

18. Assignment:

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



unreasonably withheld.

19. Entire Contract:

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

20. Severability:

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

21. Headings:

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

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

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

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

23. Execution:

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

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

Koch Elevator Co.
(Contractor)

By: [Signature]

President
(Title)

APPROVED AS TO FORM

[Signature]
City Attorney

CITY OF SPARKS, NEVADA
A Municipal Corporation

By: [Signature]
Geno R. Martini, Mayor

ATTEST:

Donna Di Carlo for
Teresa Gardner, City Clerk





Attachment A

Scope per City of Sparks Request for Informal Quotes for the referenced project. Pricing per written submittal provided by Koch Elevator (attached).

**INFORMAL QUOTE
C STREET THEATER GARAGE ELEVATOR CAB RETROFIT PROJECT**

Contractor: KOCH ELEVATOR Name of Authorized Representative: MIKE KOCH Title: PRES.

Mike Koch

Digitally signed by Mike Koch
DN: cn=Mike Koch, o=Koch Elevator Co.,
ou, email=mike@kочеlevator.com,
c=US
Date: 2018.03.09 08:00:23 -0800

SIGNATURE of Authorized Representative: _____

Date: _____

[An authorized representative of the Contractor shall sign this form in space provided. An unsigned quote may be disqualified.]

ADDRESS: 561 SUNSHINE LN. CITY: RENO STATE: NV ZIP: 89502

Telephone Number(s): Office Number: (775) 323-8822 Facsimile Number: (775) 351-1516

Is Contractor a Corporation? ☒ YES ☐ NO

Federal Tax Identification Number # 42-1562796

CONTRACTOR'S LICENSE #: 54884 Expiration Date: 11/2018

License limitations \$ 750,000.00

Contractor qualified by State Contractors Board ☒ Yes ☐ No

City of Sparks Business License No. (Required if awarded): S070409A-LIC

ONE (1) COMPLETE ORIGINAL OF THE INFORMAL QUOTE SCHEDULE and ANY ADDENDUM(s)
MUST BE DELIVERED, EMAILED, OR FAXED TO THE
COMMUNITY SERVICES DEPARTMENT
AT 431 PRATER WAY, SPARKS, NV
BY 10:00 A.M. ON MARCH 9, 2018,
ATTN: ROBERT BIDART, P.E.
(775) 353-1688 PHONE, (775) 353-1635 FAX, EMAIL: rbidart@cityofsparks.us

There will be a mandatory pre-quote meeting at C Street Theater Garage (1150 Victorian Avenue, Sparks, NV 89431) on Friday, February 23 at 11:00 AM. The meeting will begin on the first floor of the C Street Theater Garage.

The Contractor declares that they have carefully examined the specifications, the forms of this Informal Quote Proposal, and agrees that if this proposal is accepted, they will contract with the City of Sparks in the State of Nevada, at their own cost and expense, to do all the work and/or furnish all material and/or services necessary to completely perform said Contract in the manner and time prescribed and in accordance with and subject to all applicable laws of the State of Nevada and that they will take in full payment therefore, the following unit prices:

F.O.B.: DESTINATION SITE SPARKS, NEVADA - PREPAID

**INFORMAL QUOTE
C STREET THEATER GARAGE ELEVATOR CAB RETROFIT PROJECT**

Contractor: KOCH ELEV Name of Authorized Representative: MIKE KOCH
Title: PRES.

SIGNATURE of Authorized Representative: Mike Koch
Date: _____

Digitally signed by Mike Koch
DN: cn=Mike Koch, o=Koch Elevator Co.,
ou, email=mike@kочеlevator.com,
c=US
Date: 2018.03.09 07:59:47 -08'00'

[An authorized representative of the Contractor shall sign this form in space provided. An unsigned quote may be disqualified.]

SCOPE OF WORK

The scope of work includes the remodeling of the two (2) existing elevator cabs within the City of Sparks C Street Theater Garage, and all incidentals necessary to complete the project per attached material specifications as a turn key project. The project location is at the City of Sparks C Street Theater Garage, 1150 Victorian Avenue, Sparks NV 89431.

BASE QUOTE					
Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	1	LS	Removal and disposal materials on existing elevator cabs, per lump sum.	\$ <u>13,000</u> /LS	\$ <u>13,000.00</u>
2	1	LS	Remodel of existing elevator cabs per scope and all code and specification requirements, per lump sum.	\$ <u>76,300</u> /LS	\$ <u>76,300.00</u>
3	FA	FA	Force account – Work as Authorized by the Engineer.	\$1,500.00	<u>\$1,500.00</u>

TOTAL BASE QUOTE \$ 90,800.00

(Written amount) EIGHTY-NINE THOUSAND, THREE HUNDRED AND 00/100.....DOLLARS

City of Sparks reserves the right and privilege to accept or reject any or all quotes or parts thereof, based solely on the judgment of representatives of the City of Sparks.

**INFORMAL QUOTE
C STREET THEATER GARAGE ELEVATOR CAB RETROFIT PROJECT**

Unless indicated otherwise within the specific quote item as described in this section, the Engineer's estimated quantity as contained in the quote schedule shall be the final pay quantity. For quote items measured in lineal feet, the quantities are estimated by taking the horizontal projected lengths. For quote items measured in square feet, the quantities are estimated by taking the horizontal projected areas.

The Engineer's estimated quantity, as contained in the quote schedule, is based on the details and dimensions shown on the plans, and no guarantee is made that the quantity, which can be determined by measurements and computations, will equal the estimated quantity. No allowance will be made in the event that the quantity based on measurements and computations does not equal the estimated quantity.

BASE QUOTE CLARIFICATIONS:

Item 1 – Demolition and disposal of existing elevator cabs

This item shall include all labor, materials, supplies, equipment, services and other incidentals necessary for the removal and disposal of the interior ceiling and wall interior finishings, flooring, subflooring, and rear shell glass panel of the existing two (2) elevator cabs and all necessary incidentals within the City of Sparks C Street Theater Garage. Payment will be on a per lump sum basis.

Item 2 – Remodel of existing elevator cabs

This item shall include all labor, materials, supplies, equipment, services and other incidentals necessary for furnishing and installing new rear shell panel, subflooring, interior wall finishings, flooring, and ceiling with lighting on the two (2) existing elevator cabs, and all incidentals including furnishing twisted shield-pair traveler cables and installation of cables and two (2) owner provided cameras within the City of Sparks C Street Theater Garage, complete in place, per the attached specifications and material cut sheets. Contractor shall coordinate and submit any prior material approvals/testing and permit requirements with the State for the retrofit of the elevator. Permit fees shall be paid for by the City if required. Payment will be on a per lump sum.

Item 3 – Force Account

A force account has been established for this project and shall be included in each quote. The force account will be utilized only as necessary for extra work authorized and approved in advance by the City of Sparks project manager.

**INFORMAL QUOTE
C STREET THEATER GARAGE ELEVATOR CAB RETROFIT PROJECT**

LOCATION AND GENERAL CONDITIONS

The project is located in the City of Sparks at the C Street Theater Garage, 1150 Victorian Avenue, Sparks NV 89431. The garage will remain open during construction. The contractor shall maintain a clean and organized work area. There are no Bonds required for this project.

TIME SCHEDULE

Work hours will be restricted to 7:00 AM to 6:00 PM Monday – Friday for this project. Project shall be completed no later than July 1, 2018.

SPECIFICATIONS

The following is the scope of the remodel of the two (2) elevator cabs:

1. Contractor shall coordinate and submit any prior material approvals/testing and permit requirements with the State. Final price shall include all testing, certifications and permit.
2. Remove, dispose, and replace the rear shell glass panels walls of the elevators.
3. Remove and dispose existing flooring of cabs.
4. Remove and dispose existing subflooring of cabs.
5. Furnish and install new subflooring materials of cabs. Contractor shall receive prior approval from state for any all submittal and testing requirements for material.
6. Furnish and install flooring with rubber flooring Norament 925 raised-access floors for extremely heavy traffic area, with classical round pastille, one-coloured (see attached cutsheet). Contractor shall receive prior approval from state for any all submittal and testing requirements for material.
7. Furnish and install interior finish wall panels with rigidized Metals 5WL Stainless Steel applied to 5/8" fire rated particle board (see attached cutsheet). Contractor shall receive prior approval from state for any all submittal and testing requirements for material. Contractor shall receive prior approval from state any submittal and testing requirements for material.
8. Furnish and install ceiling with brushed Stainless Steel 20 gauge with Man-D-tec trifecta LED 6 with a power supply dimmer control and ability to install camera. Contractor shall receive prior approval from state for any all submittal and testing requirements for material.
9. Furnish and install 2" round brushed stainless steel handrails. Contractor shall receive prior approval from state any submittal and testing requirements for material.
10. Furnish and install Category traveler cables for two (2) IP cameras to be installed inside of elevator car. Cameras are supplied by City and Contractor shall install.
11. Contractor shall perform and pass any commissioning requirements from state and other agencies.

Technical data

norament®

Properties acc. to EN 1817/EN 12 199	Test method	Requirements	Average test results from running production													
			925	925 strada 925 grano 925 legs 925 semi	825	986 laser	986 cre 986 metho	926 al	992 992 grano	923 923 grano	928 al	928 al grano 928 al legs	927 al grano	945 grano		
Thickness	EN 428	Mean value ± 0.20 mm cf nominal value EN 12 155	4 mm		3.2 mm (Int 1502)		3.5 mm (metho)	3.5+4 mm (Int 1502) -5 mm	9 mm (Int 1516)	4 mm (Int 354)	4 mm					
		Mean value ± 0.15 mm cf nominal value EN 1817		3.5 mm	2.7 mm (Int 1516)	3.5 mm	3.5 mm (Int 1502)		9 mm (Int 1516)	3.5 mm (Int 1600)		3.5 mm	3.5 mm	2.2 mm		
Dimensional stability	EN 424	$\pm 0.4\%$	$\pm 0.3\%$													
Tensile strength	ISO 344 method B, procedure A	Mean value ≥ 20 N/cm	20 N/cm	20 N/cm	40 N/cm	45 N/cm	20 N/cm	40 N/cm	40 N/cm	50 N/cm	40 N/cm	40 N/cm	40 N/cm	38 N/cm		
Ignitability in resistance	EN 1597	Procedure A (rubbed out) level ≥ 4 Procedure B (burning) level ≥ 2	N/A													
Flexibility	EN 435, procedure A	Manifold diameter 20 mm, no flexing	N/A													
Hardness	ISO 7619	≥ 75 Shore A	85 Shore A	85 Shore A	85 Shore A	85 Shore A	85 Shore A	85 Shore A	85 Shore A	85 Shore A	85 Shore A	85 Shore A	85 Shore A	85 Shore A		
Residual indentation	EN 423	Mean value ≤ 0.25 mm at 10 kg/mm ² Mean value ≤ 0.20 mm at 10 kg/mm ²	0.15 mm	0.15 mm	0.15 mm	0.15 mm	0.15 mm	0.15 mm	0.15 mm	0.15 mm	0.15 mm	0.15 mm	0.15 mm	0.15 mm		
Abrasion resistance at 5 N load	ISO 4649, procedure A	≤ 250 mm ³	115 mm ³	115 mm ³	140 mm ³	140 mm ³	115 mm ³	115 mm ³	115 mm ³	115 mm ³	115 mm ³	115 mm ³	115 mm ³	115 mm ³		
Colour fastness to artificial light	EN 20 105/602, procedure 2, test conditions 6.1 a)	at least level 6 on the blue scale level ≥ 3 on the grey scale (≥ 5.0 Delta E)	grey scale level 3 acc. to EN 20 105/602													

Additional technical properties

Classification	EN 455	Residential	21 - 23	21 - 23	21 - 23	21 - 23	21 - 23	21 - 23	21 - 23	21 - 23	21 - 23	21 - 23	21 - 23	21 - 23	21 - 23
			Commercial	31 - 34	31 - 34	31 - 34	31 - 34	31 - 34	31 - 34	31 - 34	31 - 34	31 - 34	31 - 34	31 - 34	31 - 34
Fire behaviour	EN 13501	Industrial	41 - 43	41 - 43	41	41 - 43	41 - 43	41 - 43	41 - 43	41 - 43	41 - 43	41 - 43	41 - 43	41 - 43	41 - 43
Intensity of fire gases	EN 13501		B1	B1	B1	B1	B1	B1	B1	B1	B1	B1	B1	B1	B1
Acoustic properties	EN 51 130	according BGR 181	R 9	R 9	R 9	R 9	R 9	R 9	R 9	R 9	R 9	R 9	R 9	R 9	R 9
Slip resistance properties in base not affected by humidity	EN 51 097	as per working class	A, B, C	A, B, C	A, B, C	A, B, C	A, B, C	A, B, C	A, B, C	A, B, C	A, B, C	A, B, C	A, B, C	A, B, C	A, B, C
Improvement in floorfall sound absorption	ISO 140-9		12 dB	10 dB	10 dB	10 dB	10 dB	10 dB	10 dB	10 dB	10 dB	10 dB	10 dB	10 dB	10 dB
Effect of chemicals	EN 423		resistant depending on concentration and time of exposure												
Thermal conductivity	EN 52 612		0.31 W/mK	0.35 W/mK	0.43 W/mK	0.40 W/mK	0.35 W/mK	0.47 W/mK	0.21 W/mK	0.33 W/mK	0.40 W/mK	0.40 W/mK	0.40 W/mK	0.40 W/mK	0.40 W/mK
Electrical insulation properties	IEC 60093 VDE 0803 1.30		> 10 ¹² Ohm	> 10 ¹² Ohm	> 10 ¹² Ohm	> 10 ¹² Ohm	> 10 ¹² Ohm	> 10 ¹² Ohm	> 10 ¹² Ohm	> 10 ¹² Ohm	> 10 ¹² Ohm	> 10 ¹² Ohm	> 10 ¹² Ohm	> 10 ¹² Ohm	> 10 ¹² Ohm
Electrical property when wetted agent	EN 1815		unstable, changing in case of rubber soles < 2 V												
Effect of a laser class	EN 425		suitable if laser class, type R, according to EN 42 529 are used												

Electrical behaviour **

Resistance to EFA ground	ESD SIM 7 1.2001	measuring the installed floor at 23 °C (± 2 °C) and ≥ 25 % r.h.	-	-	-	-	-	-	-	-	-	-	-	-	-
		measuring the installed floor at 23 °C (± 2 °C) and ≤ 25 % r.h., installed on an appropriate subfloor build up	-	-	-	-	-	-	-	-	-	-	-	-	-
Operator option - Resistance to ground	ESD SIM 7 1.1912	for the system floor/ conductive footwear (R < 5 x 10 ⁹ Ohm)	-	-	-	-	-	-	-	-	-	-	-	-	-
Body voltage generation	ESD SIM 7 2.1913	tested with defined conductive footwear with 21 °C and 20 % r.h.	-	-	-	-	-	-	-	-	-	-	-	-	-
Resistance to EFA ground	IEC 61340-41 2003	measuring the installed floor at 23 °C (± 2 °C) and ≥ 25 % r.h.	-	-	-	-	-	-	-	-	-	-	-	-	-
		measuring the installed floor at 23 °C (± 2 °C) and ≤ 25 % r.h., installed on an appropriate subfloor build up	-	-	-	-	-	-	-	-	-	-	-	-	-
Resistance to EFA ground	IEC 61340-51 2001 table 1, zone 2	for the system floor/ conductive footwear (R < 5 x 10 ⁹ Ohm)	-	-	-	-	-	-	-	-	-	-	-	-	-
Resistance to earth	EN 1081 1999		-	-	-	-	-	-	-	-	-	-	-	-	-
Insulation resistance	VDE 0103 / 1.610 / CENIEC 10 384 6 61 52.2003		-	-	-	-	-	-	-	-	-	-	-	-	-
Resistance to ground	ASTM F 150 1999		-	-	-	-	-	-	-	-	-	-	-	-	-
Surface resistance	(100 V and 500 V)		-	-	-	-	-	-	-	-	-	-	-	-	-

** In case of external impact of electricity, safety of the user is always the first priority.

** If installed directly on concrete and conductive footwear is used, the user should be informed of the risk of electric shock.

** The installed floor must be tested for resistance to ground according to EN 1815 1979.

** For electrical safety, the floor must be tested for resistance to ground according to EN 1815 1979.

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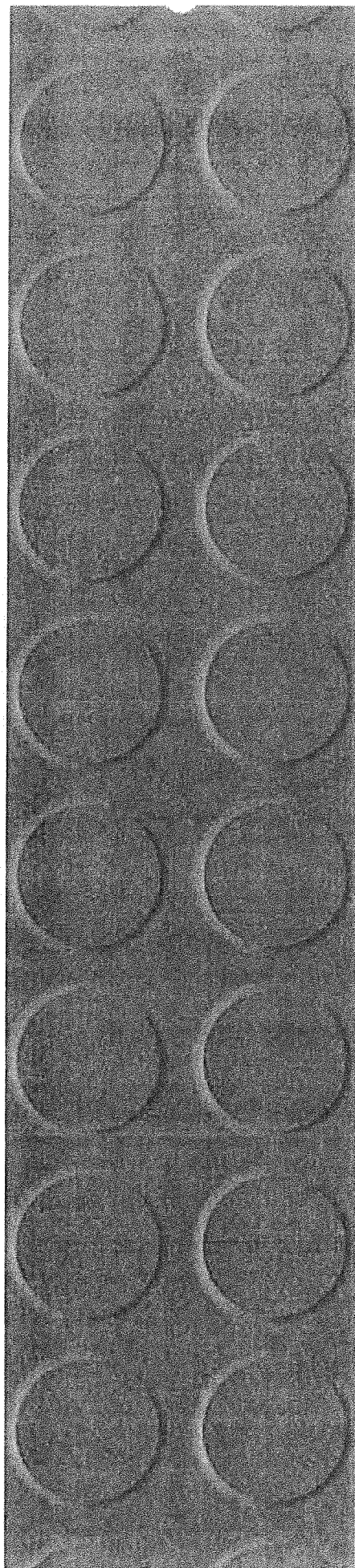
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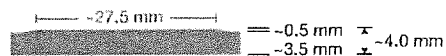
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norament® 925



Rubber floorings
for extremely heavy traffic areas,
with classical round pastille,
one-coloured

norament® 925



20

Art. 925/354

□ ~ 1002 mm x 1002 mm

nora® profile connection dimension: E + U

norament® 925 for raised-access floors



2: 0702, 0749

Art. 925/1882

□ ~ 610 mm x 610 mm

Norament 925 is only deliverable in these two colours.

Please note

For grid dimension 600 mm x 600 mm.
Article 925/1882 is not suitable for installation
on large areas.

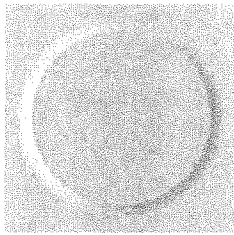
These colours are also available in the following special floorings:

- ⚡ **norament® 928 al**
electrostatically dissipative
- ⚡ **norament® 926 xi**
largely resistant to oils and greases
- ⚡ **norament® 923**
for special fire-protection requirements

norament® stairtreads

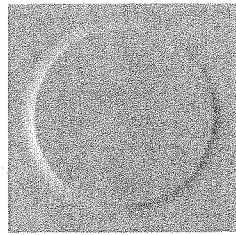
⌋ Colours marked with this symbol are
also available as **norament® 925**
stairtread.

○ = Price category



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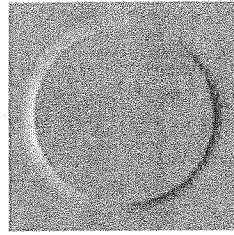
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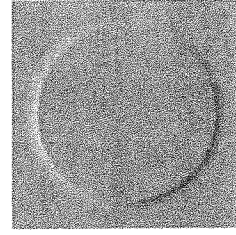
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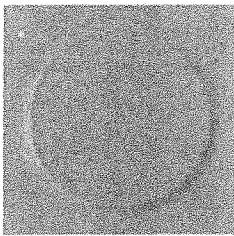
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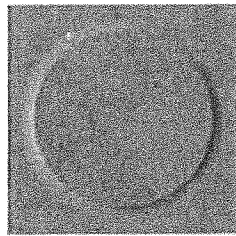
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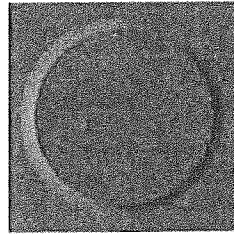
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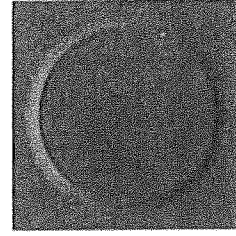
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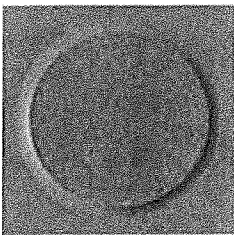
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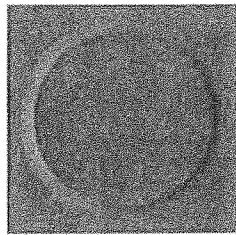
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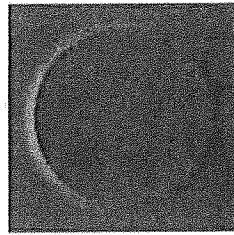
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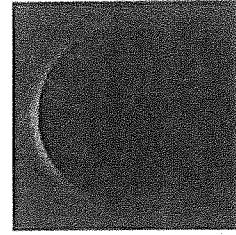
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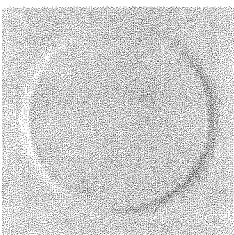
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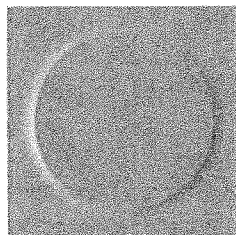
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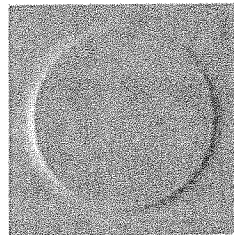
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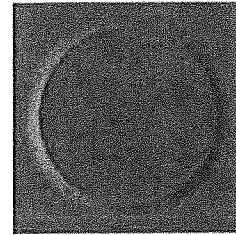
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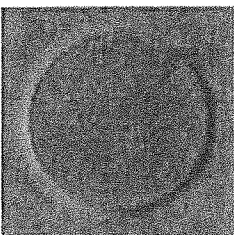
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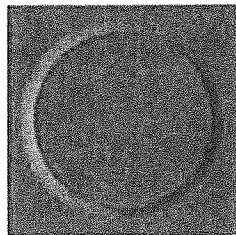
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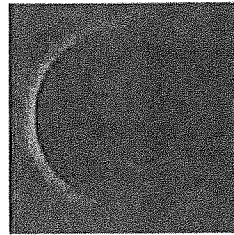
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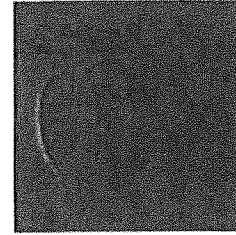
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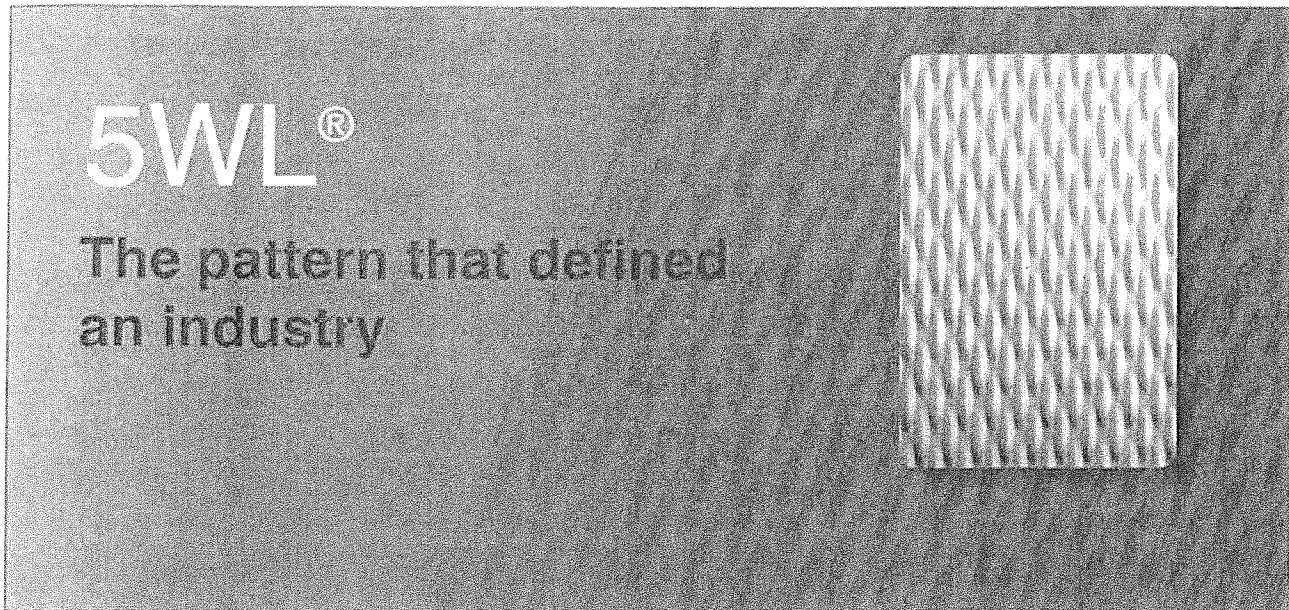
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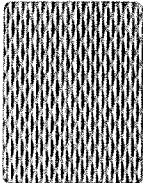
Rigidized[®] Metals 5WL[®]: Popular and Hard Working Since 1940

The Classic

Rigidized[®] Metals' 5WL[®] is the original pattern of the Rigidized[®] Metals Corporation. The first of its kind, the new, deep textured pattern provided strength, durability, and beauty to stainless steel and other metals, including aluminum, copper and carbon steel - and continues to do so, today.

The woven fabric look of the deep textured surface softens glare, hides scratches, and reduces friction, thus making it the most popular pattern among architects, designers and engineers specifying Rigidized[®] metal surfaces.

Available in a variety of widths, lengths and gauges, pattern 5WL[®], as well as all other Rigidized[®] Metals deep-textured patterns, can be customized to suit any application.

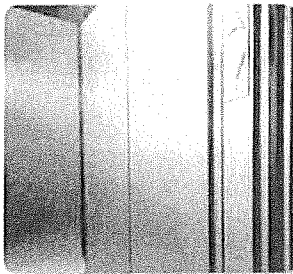
Image	Pattern	Width	Stainless Steel Thickness	Other Metal Thickness
	5WL [®]	36"/48"/60"	0.018"-0.075"	0.008"-0.075"



Standing the Test of Time

The Rigidized® Metals 5WL® pattern defined textured metal, opening the door to dozens of additional patterns and fabrication solutions for a wide variety of metal applications.

From 1940 to today, common applications for the 5WL® pattern have ranged from functionality and durability in industrial, transportation and food processing to aesthetically pleasing and low maintenance in architecture and design. Additional applications include column covers, chutes, awnings and machine components.



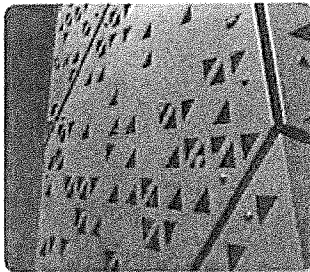
Elevator Interiors



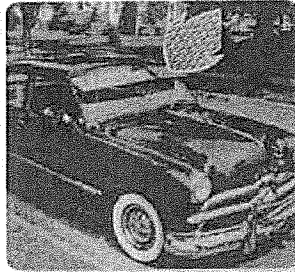
Industrial



Partitions



Architectural



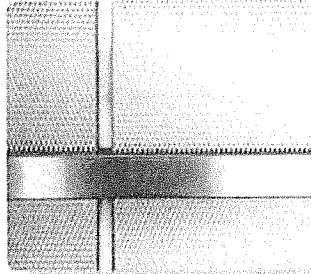
1960s Sunshade



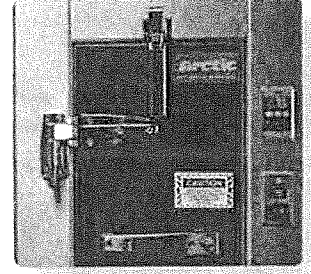
Exterior Facades



Transportation



Interior Panels



Commercial Coolers

For samples of 5WL®, and all Rigidized® Metals patterns, please call 716-849-4760.

Rigidized® Metals Corporation | 658 Ohio Street | Buffalo, New York 14203 | USA
TOLL FREE 800.836.2580 | P 716.849.4760 | FAX 716.849.0401 | www.rigidized.com

Rigidized®, Rigid-Tex® and 5WL® are registered trademarks. ©2014 by Rigidized® Metals 7/14

Metals Textured Include:
Stainless Steel, Copper, Aluminum, Brass,
Titanium, Bronze, Steel, Perforated,
Galvanized and Galvannealed



ADDENDUM #1

C STREET THEATER GARAGE ELEVATOR CAB RETROFIT PROJECT

PROGRAM 18-8500

QUOTES DUE NO LATER THAN: 10:00 AM ON FRIDAY, MARCH 9, 2018

This addendum is to notify all potential proposers of clarifications and modifications made to the Quote Package documents as stated below.

CLARIFICATIONS:

1. FINAL SUBMITTAL FOR REQUESTS FOR INFORMATION FROM QUOTERS PRIOR TO QUOTE:

Any and all requests for information shall be submitted prior to end of business day on Thursday, March 1, 2018 by email to rbidart@cityofsparks.us.

Please note and adjust your quote according to the revisions, additions, deletions, clarifications or modifications as presented on this Addendum #1 as part of this quote. ALL ADDENDA SHOULD BE SIGNED AND ATTACHED TO QUOTE.

KOCH ELEVATOR CO.

CONTRACTOR BUSINESS NAME

X _____
Authorized Signature

Printed Name of Person Signing

Mike
Koch

Digitally signed by Mike Koch
DN: cn=Mike Koch, o=Koch
Elevator Co., ou,
email=mike@kochelevator.com
, c=US
Date: 2018.03.09 07:54:21
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**C STREET THEATER GARAGE SECURITY CAMERA SYSTEM REPLACEMENT
CITY OF SPARKS, NEVADA**

THIS CONTRACT made and entered into on this 9th day of April, 2018, by and between the City of Sparks, Nevada, a municipal corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter called "City", and **PowerComm Solutions, Inc.**, a qualified Contractor in the class of work required, hereinafter called "Contractor".

W I T N E S E T H

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

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

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

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope of Work:

The scope of work for this contract is generally defined as **C Street Theater Garage Security Camera System Replacement**. The City's Contract Documents and Contractor's Entire Proposal are on file with the City of Sparks and may be physically included with this contract as "Attachment A.". All terms, conditions and requirements contained within these Documents, including any and all addenda issued by the City, are hereby incorporated by reference into this Contract.

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

2. Payment for Project Services

As full consideration for the Services to be performed by Contractor, City agrees to pay Contractor as set forth in accordance with the Fee Schedule set forth in the quote and not to exceed fee of **\$70,631.64** for the project. Final payment shall be made upon the Project Manager certifying that the Contractor has satisfactorily completed the work in conformity with the Contract Documents.

3. Time for Completion:

The Contractor shall deliver the material and/or services called for in the specifications/proposal and within the delivery time specified and in accordance with the terms of the contract. Work shall be



completed within 30 days from the Notice to Proceed issued by the City of Sparks Purchasing Division. The Contractor shall not alter or vary any terms or conditions contained or incorporated herein, including but not limited to, the quantity, price, delivery date or date designated as After Receipt of Order (ARO) or date for commencement or completion of services as mutually agreed upon, unless such alteration or variation is consented to in writing by a duly authorized representative of the City.

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

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

4. No Unlawful Discrimination:

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

In all cases where persons are employed in the construction of public works, preference must be given when the qualifications of the applicants are equal:

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

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

5. No Illegal Harassment:

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

6. Lawful Performance:

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



7. Acceptance by the City:

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

8. Waiver:

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

9. Notices:

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

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

CONTRACTOR:
Michael Belli
PowerComm Solutions
450 Sunshine Lane
Reno, NV 89502

10. Arbitration:

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

11. Jurisdiction and Venue:

In the event the arbitration award is challenged, any action or proceeding seeking to do so must be brought in the courts of the State of Nevada, County of Washoe, or if the party can acquire subject-matter



jurisdiction, in the United States District Court for the District of Nevada in the City of Reno. Each of the parties consents to the personal jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party by sending it certified mail to the respective addresses designated for notice.

12. Indemnity:

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

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

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

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

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

13. Licenses and Permits:

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

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



14. Insurance:

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

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

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

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

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



Commercial General Liability

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

For contracts that are for the construction or improvement of public facilities, the Contractor shall obtain and maintain products and completed operations liability coverage through the statute of repose after completion of the project.

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

Minimum Limits of Insurance

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

\$2,000,000 General Aggregate Limit

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

\$10,000 Medical Expense Limit

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

Coverage Form

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

Additional Insured

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

Any failure by the Contractor to comply with reporting provisions of the policies shall not affect its obligations to the additional insureds.



Primary and Non-Contributory

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

Separation of Insureds

Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Waiver of Subrogation

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

Endorsements

A policy form or endorsement is required confirming coverage for all required additional insureds. The endorsement for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CG 20 10 11/85 or substitute forms providing additional insured coverage for products and completed operations.

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

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

Business Automobile Liability

Minimum Limits of Insurance

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

Coverage Form

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



owned autos).

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

Additional Insured

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

Endorsements

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

Workers’ Compensation and Employer’s Liability

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

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

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

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

- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)



- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS617.207)

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

Minimum Limits of Insurance

Workers' Compensation:

Statutory Limits

Employer's Liability: **\$1,000,000** Bodily Injury by Accident – Each Accident

\$1,000,000 Bodily Injury by Disease – Each Employee

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

Coverage Form

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

OTHER INSURANCE COVERAGES (IF APPLICABLE)

Professional Liability Insurance (if Applicable) \$1,000,000 per occurrence limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services with a minimum of three (3) years reporting of claims following completion of the project.

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

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

ALL COVERAGES

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

OTHER INSURANCE PROVISIONS

Should City and Contractor agree that higher coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount may be borne by City.



City retains the option to purchase project insurance through Contractor's insurer or its own source.

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

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

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

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

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

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

SUBCONTRACTORS

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



all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

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

15. Material Breach of Contract:

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

16. Force Majeure:

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

17. Termination:

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

18. Assignment:

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



unreasonably withheld.

19. Entire Contract:

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

20. Severability:

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

21. Headings:

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

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

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

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

23. Execution:

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

THIS SPACE LEFT INTENTIONALLY BLANK



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

PowerComm Solutions
(Contractor)

By: [Signature]

Secretary-Treasurer
(Title)

APPROVED AS TO FORM

[Signature]
City Attorney

CITY OF SPARKS, NEVADA
A Municipal Corporation

By: [Signature]

Geno R. Martini, Mayor

ATTEST:

Teresa Gardner 
Teresa Gardner, City Clerk



Attachment A

Scope per City of Sparks Request for Informal Quotes for the referenced project. Pricing per written submittal provided by PowerComm Solutions, dated 3/9/18 (attached).

**INFORMAL QUOTE
C STREET THEATER GARAGE SECURITY CAMERA SYSTEM REPLACEMENT**

Contractor: PowerComm Solutions, Inc. Name of Authorized Representative: Michael Belli Title: Secretary-Treasurer

SIGNATURE of Authorized Representative: *Michael Belli* Date: 03/05/2018
[An authorized representative of the Contractor shall sign this form in space provided. An unsigned quote may be disqualified.]

ADDRESS: 450 Sunshine Lane CITY: Reno STATE: NV ZIP: 89502

Telephone Number(s): Office Number: (775) 345-0877 Facsimile Number: (775) 626-2126

Is Contractor a Corporation? ☒ YES ☐ NO

Federal Tax Identification Number # 88-0478965

CONTRACTOR'S LICENSE #: 0051 450 Expiration Date: 03/31/2019

License limitations \$ 8,600,000

Contractor qualified by State Contractors Board ☒ Yes ☐ No

City of Sparks Business License No. (Required if awarded): S058580A-LIC

**ONE (1) COMPLETE ORIGINAL OF THE INFORMAL QUOTE SCHEDULE and ANY ADDENDUM(s)
MUST BE DELIVERED, EMAILED, OR FAXED TO THE
COMMUNITY SERVICES DEPARTMENT
AT 431 PRATER WAY, SPARKS, NV
BY 10:00 A.M. ON MARCH 9, 2018,
ATTN: ROBERT BIDART, P.E.
(775) 353-1688 PHONE, (775) 353-1635 FAX, EMAIL: rbidart@cityofsparks.us**

There will be a mandatory pre-quote meeting at C Street Theater Garage (1150 Victorian Avenue, Sparks, NV 89431) on Thursday, February 22 at 1:30 PM. The meeting will begin on the first floor of the C Street Theater Garage.

The Contractor declares that they have carefully examined the specifications, the forms of this Informal Quote Proposal, and agrees that if this proposal is accepted, they will contract with the City of Sparks in the State of Nevada, at their own cost and expense, to do all the work and/or furnish all material and/or services necessary to completely perform said Contract in the manner and time prescribed and in accordance with and subject to all applicable laws of the State of Nevada and that they will take in full payment therefore, the following unit prices:

F.O.B.: DESTINATION SITE SPARKS, NEVADA - PREPAID

RECEIVED-CITY OF SPARKS

MAR 09 2018

COMMUNITY SERVICES
ADMINISTRATION

9:31am RRB

INFORMAL QUOTE
C STREET THEATER GARAGE SECURITY CAMERA SYSTEM REPLACEMENT

Contractor: PowerComm Solutions, Inc. Name of Authorized Representative: Michael Belli
 Title: Secretary-Treasurer

SIGNATURE of Authorized Representative: 
 Date: 03/19/2018

[An authorized representative of the Contractor shall sign this form in space provided. An unsigned quote may be disqualified.]

SCOPE OF WORK

The scope of work includes the removal of the existing camera system, including conduit and wiring within garage, and furnish and install new cameras and server/recorder system within the City of Sparks C Street Theater Garage, and all incidentals necessary to complete the project per attached material specifications and plans. The project location is at the City of Sparks C Street Theater Garage, 1150 Victorian Avenue, Sparks NV 89431.

BASE QUOTE					
Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	1	LS	Remove and dispose of existing cameras, wiring, and conduit within garage, per lump sum.	\$ 961.91 /LS	\$ 961.91
2	1	LS	Furnish and install new cameras, conduit, enclosures, and network cabling, complete in place, per lump sum.	\$44,335.78 /LS	\$ 44,335.78
3	1	LS	Furnish and install new Genetec server/recorder system with racks in lockable enclosure within the 1 st floor security office including removing and disposing existing cabinet, complete in place, per lump sum.	\$20,293.27 /LS	\$ 20,293.27
4	1	LS	Furnish and install Avalan Access Point at top of Nugget and Avalan Scriber Unit at garage, including all necessary conduit and cabling, complete in place, per lump sum.	\$ 3,540.68 /LS	\$ 3,540.68
5	FA	FA	Force account – Work as Authorized by the Engineer.	\$1,500.00	\$1,500.00

TOTAL BASE QUOTE \$ 70,631.64

(Written amount) Seventy thousand six hundred thirty-one dollars and 64/100

City of Sparks reserves the right and privilege to accept or reject any or all quotes or parts thereof, based solely on the judgment of representatives of the City of Sparks.

INFORMAL QUOTE
C STREET THEATER GARAGE SECURITY CAMERA SYSTEM REPLACEMENT

Unless indicated otherwise within the specific quote item as described in this section, the Engineer's estimated quantity as contained in the quote schedule shall be the final pay quantity. For quote items measured in lineal feet, the quantities are estimated by taking the horizontal projected lengths. For quote items measured in square feet, the quantities are estimated by taking the horizontal projected areas.

The Engineer's estimated quantity, as contained in the quote schedule, is based on the details and dimensions shown on the plans, and no guarantee is made that the quantity, which can be determined by measurements and computations, will equal the estimated quantity. No allowance will be made in the event that the quantity based on measurements and computations does not equal the estimated quantity.

In case of discrepancy between the quantity contained in the quote schedule and the quantity or summation of quantities for the same item shown on the plans, payment will be based on the quantity contained in the quote schedule.

If the quantity of a particular item of work is intentionally increased or decreased during construction, the final pay quantity of that item will be adjusted to reflect the change.

BASE QUOTE CLARIFICATIONS:

Item 1 – Removal and disposal of existing camera system

This item shall include all labor, materials, supplies, equipment, services and other incidentals necessary for the removal and disposal of the existing cameras, wiring, conduit, and all incidentals within the City of Sparks C Street Theater Garage. Payment will be on a per lump sum basis.

Item 2 – Furnish and install new cameras, conduit, enclosures and network cabling

This item shall include all labor, materials, supplies, equipment, services and other incidentals necessary for furnishing and installing new cameras, conduit, enclosures, network cabling, and all incidentals within the City of Sparks C Street Theater Garage, complete in place, per the attached specifications, plans and work scope. Payment will be on a per lump sum.

Item 3 – Furnish and install new Genetec server/recorder system

This item shall include all labor, materials, supplies, equipment, services and other incidentals necessary for furnishing, installing, configuring, and commissioning new server/recorder, and all incidentals, including licenses and software, within the City of Sparks C Street Theater Garage security office with connectivity to the City of Sparks Police Department, complete in place, per the attached specifications, plans and work scope. Payment will be on a per lump sum.

Item 4 – Furnish and install Avalan Access Point and Scriber Unit

This item shall include all labor, materials, supplies, equipment, services and other incidentals necessary for furnishing, installing, configuring, and commissioning new Avalan Access Point at the top of Nugget and Avalan Scriber Unit at the garage for wireless connectivity to the City of Sparks Police Department, and all incidentals, including necessary conduit and network cabling at the top of Nugget and the security office, complete in place, per the attached specifications, plans and work scope. Payment will be on a per lump sum.

Item 5 – Force Account

A force account has been established for this project and shall be included in each quote. The force account will be utilized only as necessary for extra work authorized and approved in advance by the City of Sparks project manager.

INFORMAL QUOTE
C STREET THEATER GARAGE SECURITY CAMERA SYSTEM REPLACEMENT

LOCATION AND GENERAL CONDITIONS

The project is located in the City of Sparks at the C Street Theater Garage, 1150 Victorian Avenue, Sparks NV 89431. The garage will remain open during construction. The contractor shall maintain a clean and organized work area. There are no Bonds required for this project.

TIME SCHEDULE

Work hours will be restricted to 7:00 AM to 6:00 PM Monday – Friday for this project.

SPECIFICATIONS and SCOPE of WORK

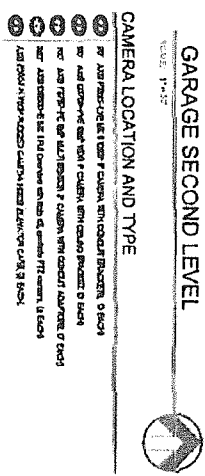
Contractor to Provide:

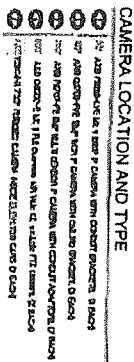
1. Removal and disposal of existing cameras, conduit, wiring, cabinet in security office, and other incidentals.
2. Furnish, install and configure following cameras or approved equal:
 - a. (3 Each) Axis P3225-LVE MK II 1080p IP camera w/ (3) conduit brackets.
 - b. (3 Each) Axis Q3708-PVE 180° 15MP WDR IP camera w/ (3) ceiling bracket.
 - c. (7 Each) Axis P3707-PE 360° 8MP multi sensor IP camera w/ (9) conduit adapters.
 - d. (2 Each) Axis Q6000-E MK II Full 360° overview, excluding PTZ camera, with solo kit on light poles on top floor. Package shall have future capability to install PTZ camera.
 - e. (2 Each) Axis P3904-R 720p rugged cameras inside of elevator cars.
3. Provide edge storage at all applicable cameras, excluding 180° cameras. Edge storage shall retain video for at least 3 days at full resolution and 15 FPS recording continuous.
4. Furnish and install “rain tight” EMT conduit pathways from cameras to PoE+ switches at locations on 3rd floor and security office.
5. Furnish and install CommScope Category 6 Ethernet Security System Cabling, or Belden equivalent, and certify all runs.
6. Furnish and install data patch panels and Cat6 patch cable in security office.
7. Furnish and install 24x24x8 NEMA4 equipment lockable enclosure for PoE+ switch on 3rd floor of garage.
8. Furnish and install vertical wall mounted lockable rack (Size 4U) to house server/recorder and PoE+ switch in security office.
9. Furnish and install video storage server/recorder to provide 36 days of storage at full resolution and 15 FPS recording continuous. Storage equipment, or equivalent, as follows:
 - a. Dell R730xd chassis with (16) 3.5” drive bays and (2) 2.5” “Flex Bay” drive bays.
 - b. Xeon E5-2650 v4 at 2.2GHz with 30MB of cache.
 - c. 32GB RAM
 - d. PERC H730P 2GB RAID controller.
 - e. (2) “Flex Bay” 240GB SSDs in a RAID1 configuration for OS
 - f. (12) 8TB Enterprise HDDs in a RAID6 configuration for 80TB of redundant usable storage.
 - g. Windows Server 2016 Standard
 - h. Dual redundant 1100W power supplies
10. Install Genetec software on server/recorder and configure camera recordings.

11. Provide Genetec Omnicast Professional camera licenses with advantage support agreement license that expire with City's existing system on December 31, 2018.
12. Furnish and install UPS capable for powering server/recorder and PoE+ switch at security office.
13. Furnish, install, and configure wireless communication as follows:
 - a. Avalan Access Point located at the top of the Nugget with conduit and cabling as needed,
 - b. Avalan Subscriber Unit located at the garage to communicate with Access Point.
14. Test and commission camera settings with City of Sparks Representatives.
15. Provide two (2) hours of customer training on system operation and management.

City to Provide:

1. Provide existing switch at top of Nugget.
2. Provide two (2) PoE+ switches at 1st floor security office in new enclosure and 3rd floor in new NEMA4 enclosure.
3. Provide naming convention and IP addresses for devices and equipment along with data security for wireless and Ethernet communication.
4. Provide electrical to PoE+ switch enclosure on 3rd floor.
5. Provide the Category traveler cable in the elevator shaft for the IP cameras installed in the elevator cabs.





GARAGE THIRD LEVEL

Sub: 10020



**CITY OF SPARKS C STREET THEATER GARAGE
SECURITY CAMERA SYSTEM REPLACEMENT PROJECT**



ADDENDUM #1

**C STREET THEATER GARAGE SECURITY CAMERA SYSTEM REPLACEMENT
PROGRAM 18-8500**

QUOTES DUE NO LATER THAN: 10:00 AM ON FRIDAY, MARCH 9, 2018

This addendum is to notify all potential proposers of clarifications and modifications made to the Quote Package documents as stated below.

CLARIFICATIONS:

1. FINAL SUBMITTAL FOR REQUESTS FOR INFORMATION FROM QUOTERS PRIOR TO QUOTE:

Any and all requests for information shall be submitted prior to end of business day on Thursday, March 1, 2018 by email to rbidart@cityofsparks.us.

2. SERVER/RECORDER SYSTEM:

The server/recorder shall be either the Dell System per the Quote Package specification requirements or a Hewlett Packard system equivalent only. The server/recorder system per the quote package shall have a 3 year warranty service included in the quote.

MODIFICATIONS:

1. ADDITION OF THIRD SWITCH LOCATION ON 2ND FLOOR OF GARAGE:

There will be an additional switch added to the 2nd floor of the garage. The location shall be determined in the field. The quotes shall include furnishing and installing an additional 24x24x8 NEMA4 lockable enclosure for the additional PoE+ switch on the 2nd floor.

2. AVALAN ACCESS POINT AND AVALAN SUBSCRIBER UNITS:

The Avalan Access Point shall be the AW58300HTA 5.8 GHz Outdoor Wireless Ethernet Radio – 300 Mbps to match the City's prior project equipment. The Avalan Subscriber Unit shall be the AW58300HTS 5.8 GHz Outdoor Wireless Ethernet Radio – 300 Mbps to match the City's prior project equipment.

Please note and adjust your bid according to the revisions, additions, deletions, clarifications or modifications as presented on this Addendum #1 as part of this quote. ALL ADDENDA SHOULD BE SIGNED AND ATTACHED TO QUOTE.

PowerComm Solutions, Inc.
CONTRACTOR BUSINESS NAME

X

Authorized Signature

Michael Belli

Printed Name of Person Signing



ADDENDUM #2

March 2, 2018

**C STREET THEATER GARAGE SECURITY CAMERA SYSTEM REPLACEMENT
PROGRAM 18-8500**

QUOTES DUE NO LATER THAN: 10:00 AM ON FRIDAY, MARCH 9, 2018

This addendum is to notify all potential proposers of clarifications and modifications made to the Quote Package documents as stated below.

CLARIFICATIONS:

1. COMMSCOPE OR BELDIN CABLING MANUFACTURER WARRANTY CERTIFICATION:

The CommScope Category 6 Ethernet Security System Cabling, or Belden equivalent, shall be certified to obtain the Manufacturer extended product Warranty. The extended product Warranty period shall be no less than twenty-five (25) years for either the CommScope or the Belden equivalent.

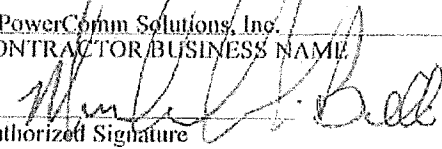
MODIFICATIONS:

1. PURCHASE GENETEC OMNICAST STANDARD PACKAGE SOFTWARE:

Contractor shall purchase a new Genetec Omnicast Standard package software with license requirements for the server/recorder.

Please note and adjust your bid according to the revisions, additions, deletions, clarifications or modifications as presented on this Addendum #2 as part of this quote. ALL ADDENDA SHOULD BE SIGNED AND ATTACHED TO QUOTE.

PowerComm Solutions, Inc.
CONTRACTOR/BUSINESS NAME

X 
Authorized Signature

Michael Belli
Printed Name of Person Signing

PROPOSAL

Date: 3/9/18
 Job Name: CoS – C Street
 Theater Garage Cameras

Proposal Submitted To: Rob Bidart City of Sparks	Work To Be Performed At: City of Sparks C Street Theater Garage
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WORK SCOPE	AMOUNT
<p><u>CITY OF SPARKS: SECURITY SYSTEM SERVICES - CAMERA SURVEILLANCE AND VIDEO MANAGEMENT SYSTEM:</u></p> <p>This Document represents PowerComm Solutions (PCS) Proposal to provide, install, configure and test, specified equipment & materials necessary to add video surveillance coverage to the C-Street Theater Garage as specified by the City of Sparks in its Informal Quote Request Document and Addendums 1 & 2. Subject Proposal includes a \$ 1,500.00 Force Account Required by CoS.</p> <p><u>PROJECT ASSUMPTIONS-CONDITIONS AGREED TO BETWEEN PCS AND CITY OF SPARKS:</u></p> <ul style="list-style-type: none"> ❖ City of Sparks IT Team will provide Network PoE+ Switches, UPS Units, any necessary PoE+ Extenders, and configuration for communication back to the Genetec base server. The current design includes three (3) PoE+ Switches to be installed at the subject facility. One Switch will be installed on the ground floor within the existing Guard Hut/Equipment Enclosure, and the second and third switches are to be installed within new equipment enclosure to be installed on the 2nd and 3rd floors. An Ethernet cable will be extend between the two field switches and the switch to be placed in the existing ground floor Guard Hut/Equipment Enclosures. ❖ Wireless network equipment can be mounted atop the Nugget for communication with Genetec base server. ❖ Elevators must have adequate Category traveler cable for IP Camera to be installed inside of elevator cars. ❖ PCS will install Genetec software and configure recording parameters onto recording server provided by PCS. ❖ PCS will be granted immediate access to all areas pertinent to this project. ❖ City of Sparks will be responsible for any costs, setup and permits for traffic control required during construction. ❖ Work can be completed during normal business hours M-F 7:00AM-4:00PM. <p><u>POWERCOMM SOLUTIONS PROJECT RESPONSIBILITIES:</u></p> <ul style="list-style-type: none"> ❖ Provide, install, and configure (17) Genetec Omnicast Standard camera connection licenses and (1) Genetec Omnicast Standard Base license with (1) year Genetec Advantage software support agreement. ❖ Provide, install and certify all Category 6 Ethernet Security System Cabling, as required, in accordance with BICSI 005-2013 Electronic Safety and Security System Design and Implementation Best Practices. 	<p>\$ 70,631.64</p>

POWERCOMM SOLUTIONS PROJECT RESPONSIBILITIES (CONTINUED):

- ❖ Provide and install video storage server to provide for 36 days of storage at full resolution and 15 FPS recording continuous. Storage equipment as follows:
 - Dell R730xd chassis with (16) 3.5" drive bays and (2) 2.5" "Flex Bay" drive bays
 - Xeon E5-2650 v4 at 2.2GHz with 30MB of cache
 - 32GB RAM
 - PERC H730P 2GB RAID controller
 - (2) "Flex Bay" 240GB SSDs in a RAID1 configuration for OS
 - (12) 8TB Enterprise HDDs in a RAID6 configuration for 80TB of redundant usable storage.
 - Windows Server 2016 Standard
 - Dual redundant 1100W power supplies
- ❖ Provide and install EMT conduit pathways where necessary for security system cabling circuits from specified PoE+ switch to camera locations.
- ❖ Provide and install 5U Vertical Wall server rack for recording/base server, UPS, switch and patch panel.
- ❖ Provide and install (2) 24x24x8 NEMA4 equipment enclosures for PoE+ switches. PoE+ Switches and PoE+ Extenders to be provided by CoS.
- ❖ Provide edge storage media at 14 of 17 cameras. Edge storage will retain video for at least 3 days at full resolution and 15 FPS recording continuous.
- ❖ Provide, install and configure cameras as follows:
 - (3) Axis P3225-LVE MK II 1080p IP camera w/ (3) conduit brackets
 - (3) Axis Q3708-PVE 180° 15MP WDR IP camera w/ (3) ceiling bracket
 - (7) Axis P3707-PE 360° 8MP multi sensor IP camera w/ (7) conduit adapters
 - (2) Axis P3904-R 720p rugged cameras inside of elevator cars
 - (2) Axis Q6000-E MK KK 360 Camera w/ (2) Solo Kit, (2) T91L61 Wall Mounts, and (2) T91A57 Pole Mounts
- ❖ Provide, install and configure wireless communication as follows:
 - (1) Avalan Access Point located at the top of the Nugget with conduit and cabling as required
 - (1) Avalan Subscriber Unit located at the garage to communicate with AP
- ❖ Provide and install (1) Data Patch Panels and Cat6 Patch cables.
- ❖ Install and configure Genetec software onto PCS provided recording server.
- ❖ Apply IP Addresses and configure Camera Recording Settings.
- ❖ Fix and focus all cameras.
- ❖ Provide customer/end user training. (2 hours)
- ❖ Test & Commission with City of Sparks representatives.

CITY OF SPARKS PROJECT RESPONSIBILITIES:

- ❖ Provide PowerComm with naming convention for devices and equipment.
- ❖ Provide data security for wireless and Ethernet communication. PCS will supply wireless hardware, City of Sparks will ensure data integrity.
- ❖ Provide PoE+ Switches, Long Span Injectors as required, and network connectivity.

CITY OF SPARKS PROJECT RESPONSIBILITIES:

- ❖ Provide all necessary AC power circuits/outlets (backed up and protected).
- ❖ Provide all traffic control and associated costs as required.
- ❖ Provide provisioning of IP address range in which cameras can be assigned to communicate with servers.
- ❖ Provide appropriate City of Sparks Representative(s) for testing and commissioning.

The above bid price excludes: ac power and associated infrastructure, active network equipment, fiber optic backbone, modifications to base server, PoE+ Switches, PoE+ Extenders, field side UPS/PDU units, overtime hours, security watch, bonds, and owner generated changes outside the scope of work.

Thank you for the opportunity to provide our services to your organization.
Best Regards,


Michael L. Bell
PowerComm Solutions, Inc

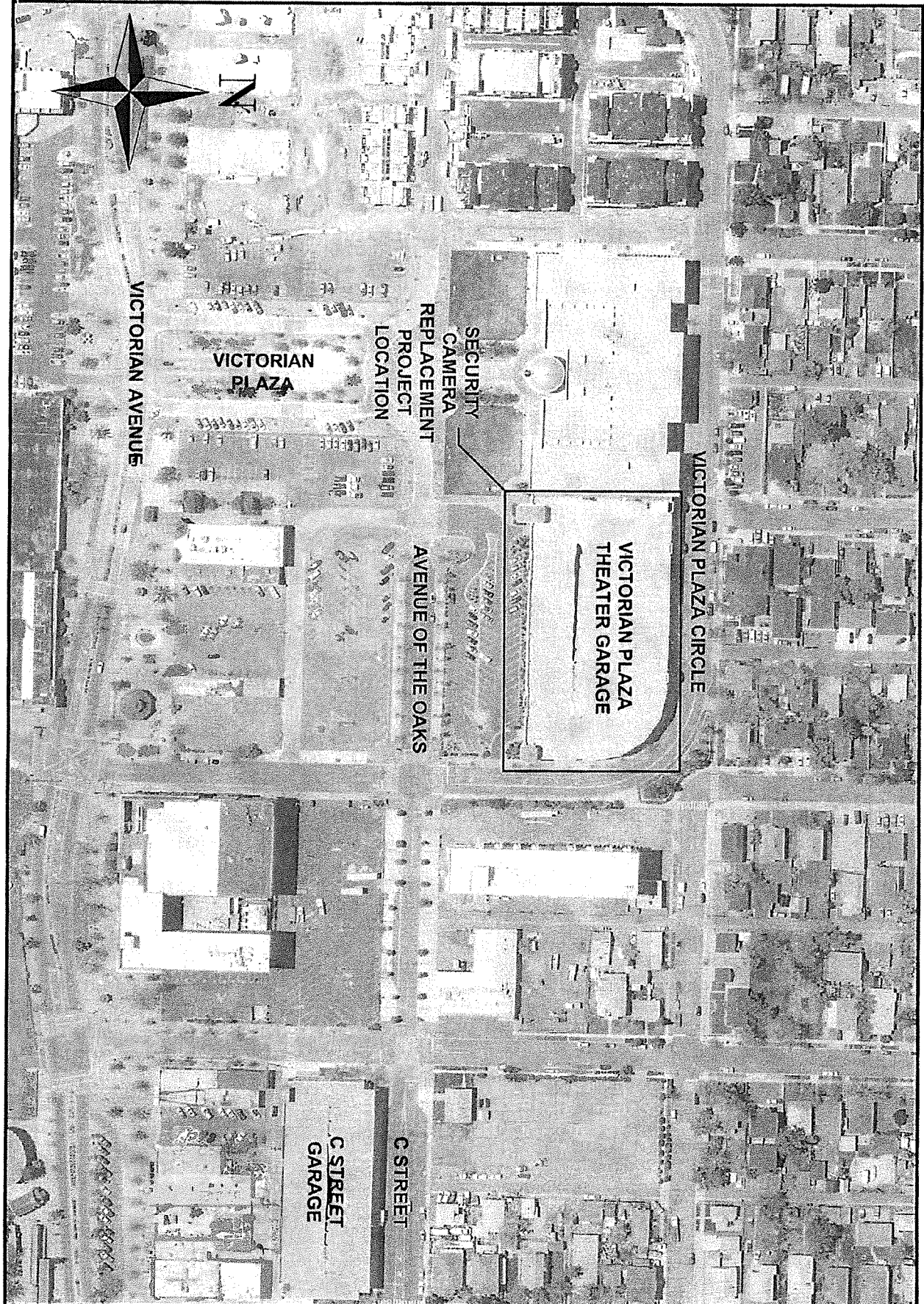
Terms and Conditions:

1. PowerComm Solutions, Inc. reserves the right to correct this quote for errors and omissions.
2. This quote covers direct costs only and PowerComm Solutions, Inc. reserves the right to claim for impact and consequential costs.
3. This price is good for acceptance within 30 working days from the date of this receipt.
4. Asbestos abatement of any kind along with air sampling and testing are specifically excluded. PowerComm Solutions accepts no responsibility for checking work area and or surfaces for asbestos which may be disturbed during our course of work. This is solely the owners responsibility

Acceptance of Proposal

The above prices, specifications and conditions are satisfactory and are hereby accepted. PowerComm Solutions, Inc. is authorized to do the work as specified. Payment will be made as outlined above.

Date: _____ PO# _____ Signature: _____





VICTORIAN SQUARE THEATER GARAGE LIGHTING
BID # 17/18-018

THIS CONTRACT made and entered into on this 23rd day of April, 2018, by and between the City of Sparks, Nevada, a municipal corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter called "City", and **Triumph Electric, Inc.**, a qualified Contractor in the class of work required, hereinafter called "Contractor".

W I T N E S E T H

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

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

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

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope of Work:

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

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

2. Payment for Project Services

As full consideration for the Services to be performed by Contractor, City agrees to pay Contractor as set forth in accordance with the bid and not to exceed fee of **\$110,400.00** for the project.

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



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

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

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

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

3. Time for Completion:

The Contractor shall deliver the material and/or services called for in the specifications/proposal and within the delivery time specified and in accordance with the terms of the contract. Work shall be completed within 30 calendar days from the Notice to Proceed issued by the City of Sparks Purchasing Division. The Contractor shall not alter or vary any terms or conditions contained or incorporated herein, including but not limited to, the quantity, price, delivery date or date designated as After Receipt of Order (ARO) or date for commencement or completion of services as mutually agreed upon, unless such alteration or variation is consented to in writing by a duly authorized representative of the City.

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

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

4. No Unlawful Discrimination:

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



provisions by Contractor shall constitute a material breach of contract.

In all cases where persons are employed in the construction of public works, preference must be given when the qualifications of the applicants are equal:

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

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

5. No Illegal Harassment:

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

6. Lawful Performance:

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

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

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

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

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



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

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

8. Prevailing Wages:

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

The Contractor shall ensure that all employees on the work site are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the Contract totals Two Hundred Fifty Thousand Dollars (\$250,000) or more, or when required by the Supplementary Conditions. If a Change Order causes a Contract to exceed Two Hundred Fifty Thousand Dollars (\$250,000), the State Labor Commissioner may audit the entire Contract period.

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

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

The Remainder of this Section (Section 8) ☐ IS ☒ IS NOT Applicable to this contract):

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



C. The contractor and each subcontractor shall keep or cause to be kept an accurate record showing, for each worker employed by the contractor or subcontractor:

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

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

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

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

9. Acceptance by the City:

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

10. Waiver:

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

11. Notices:

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



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

CONTRACTOR:
Jess McDoniels
Triumph Electric
1360 Greg St., Suite 106
Sparks, NV 89431

12. Arbitration:

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

13. Jurisdiction and Venue:

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

14. Indemnification:

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

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



-
5. Any violation by Contractor of any law or regulation in any way related to the occupational safety and health of employees.

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

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

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

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

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

15. Licenses and Permits:

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

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

16. Insurance:

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

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

Contractor shall at its own expense carry and maintain at all times the following insurance coverage and



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

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

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

Commercial General Liability

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

For contracts that are for the construction or improvement of public facilities, the Contractor shall obtain and maintain products and completed operations liability coverage through the statute of repose after completion of the project.

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



Minimum Limits of Insurance

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

\$2,000,000 General Aggregate Limit

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

\$10,000 Medical Expense Limit

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

Coverage Form

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

Additional Insured

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

Any failure by the Contractor to comply with reporting provisions of the policies shall not affect its obligations to the additional insureds.

Primary and Non-Contributory

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

Separation of Insureds

Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Waiver of Subrogation

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



required to waive subrogation against the City with respect to any loss paid under the policy.

Endorsements

A policy form or endorsement is required confirming coverage for all required additional insureds. The endorsement for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CG 20 10 11/85 or substitute forms providing additional insured coverage for products and completed operations.

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

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

Business Automobile Liability

Minimum Limits of Insurance

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

Coverage Form

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

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

Additional Insured

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



Endorsements

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

Workers' Compensation and Employer's Liability

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

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

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

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

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

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

Minimum Limits of Insurance

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



Coverage Form

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

OTHER INSURANCE COVERAGES (IF APPLICABLE)

Professional Liability Insurance (if Applicable) \$1,000,000 per occurrence limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services with a minimum of three (3) years reporting of claims following completion of the project.

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

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

ALL COVERAGES

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

OTHER INSURANCE PROVISIONS

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

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

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

Contractor shall furnish City with certificates of insurance and with original endorsements affecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be



signed by a person authorized by that insurer to bind coverage on its behalf.

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

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

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

SUBCONTRACTORS

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

MISCELLANEOUS CONDITIONS

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



- b. Order Contractor to stop work under this Agreement and/or withhold any payments which become due Contractor here under until Contractor demonstrates compliance with the requirements hereof; or,
- c. Terminate the Agreement.

17. Liquidated Damages:

If the Product is not delivered/Project is not completed within the time stipulated in the bid, the Contractor shall pay to the City of Sparks as fixed, agreed and liquidated damages for delay and not as a penalty (it being impossible to determine the actual damages occasioned by the delay) **\$500.00** for each calendar day of delay until delivery is completed; the Contractor shall be liable to the City of Sparks for the amount herein. This amount may be deducted from money due or to become due to the Contractor as compensation under this proposal in the event the Contractor fails to meet delivery schedules or product specifications.

18. Material Breach of Contract:

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

19. Force Majeure:

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

20. Termination:

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

21. Assignment:

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

22. Entire Contract:

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



23. Severability:

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

24. Headings:

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

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

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

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

26. Execution:

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

THIS SPACE LEFT INTENTIONALLY BLANK



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

Triumph Electric, Inc
(Vendor)

By: [Signature]
JESS B. McDONIELS
Vice President
(Title)


CITY OF SPARKS, NEVADA
A Municipal Corporation

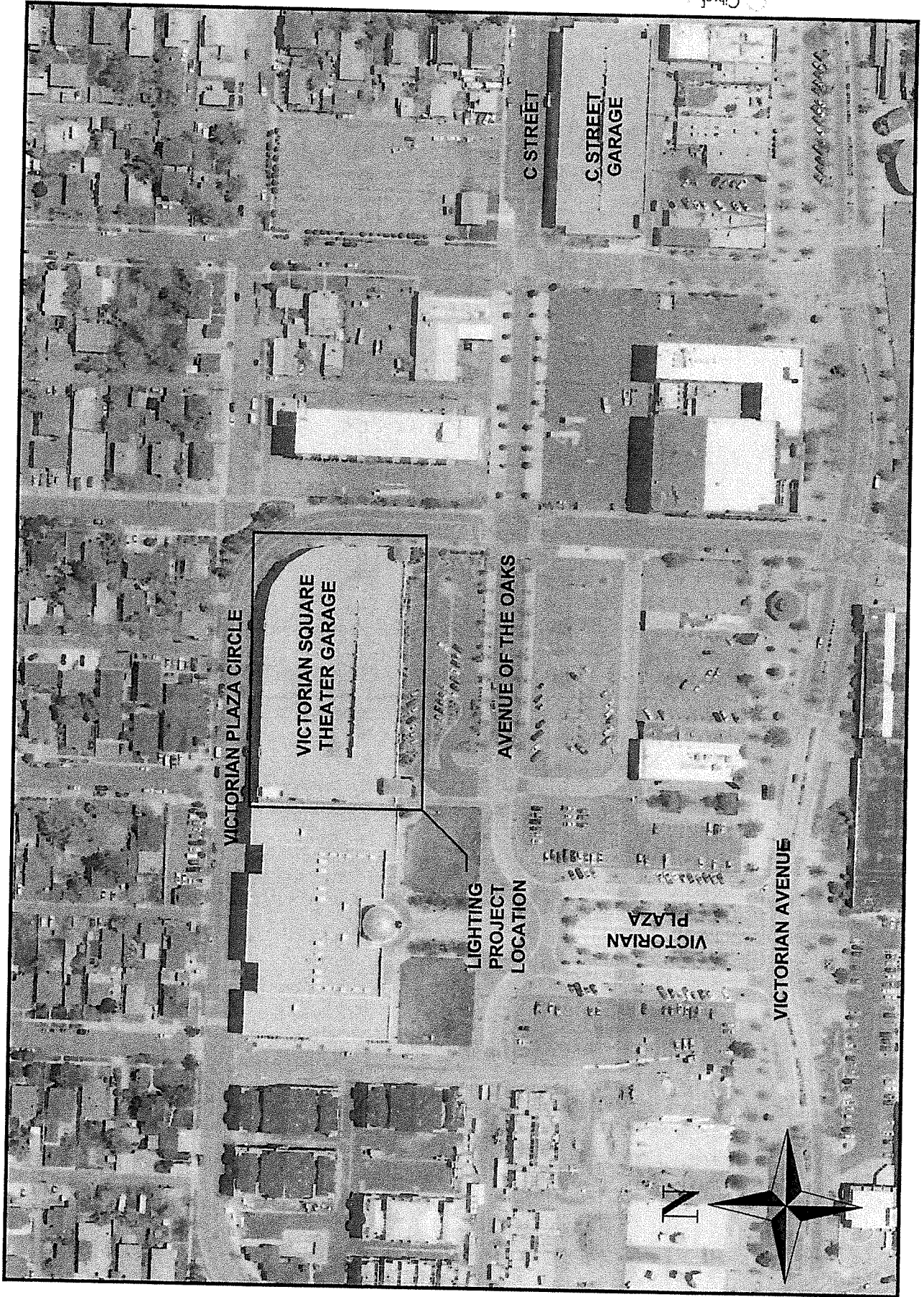
By: [Signature]
Geno R. Martini, Mayor

APPROVED AS TO FORM

[Signature]
City Attorney

ATTEST:

[Signature] 
Teresa Gardner, City Clerk



5/14/2018

RR8

431 PRATER WAY - SPARKS, NEVADA 89631 - (775) 352-1600

CITY OF SPARKS
VICTORIAN SQUARE THEATER GARAGE LIGHTING PROJECT
FIGURE 1

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

Bid #: 17/18-018

Bond #: LSM1033854

Surety Rating: A+XI

NV License #: _____

Appt. Agent Countersigning - List below with address

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the City of Sparks in the State of Nevada, has awarded to **Triumph Electric, Inc.**, hereinafter designated as the "Principal" a contract for **Bid #17/18-018, for the VICTORIAN SQUARE THEATER GARAGE LIGHTING**, and

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

NOW, THEREFORE, we, the Principal, and RL Insurance Company as Surety, are held and firmly bound unto the City of Sparks in the State of Nevada, in the penal sum of **ONE HUNDRED TEN THOUSAND, FOUR HUNDRED DOLLARS (\$110,400.00)**, lawful money of the United States, being not less than one hundred percent (100%) of the estimated contract cost of the work for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally firmly by these presents.

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

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

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this 3rd day of May, 20 18, the name and corporate seal of each corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.



Triumph Electric, Inc.
Principal

By _____

RL Insurance Company
Surety

By _____

Deseree Carper
Deseree Carper, Attorney In Fact

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM1033854

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Deseree Carper in the City of Quincy, State of California, as it's true and lawful Agent and Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Ten Million and 00/100 Dollars (\$10,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Triumph Electric, Inc.

Obligee: City of Sparks

Bond Amount: \$ 110,400.00

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 3rd day of May, 2018.



RLI Insurance Company

Barton W. Davis

Vice President

State of Illinois

County of Peoria

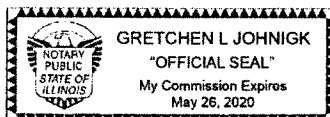
} SS

On this 3rd day of May, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company; and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Gretchen L. Johnnigk

Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 3rd day of May, 2018.

RLI Insurance Company

By:

Jean M. Stephenson

Corporate Secretary

A0006817_BID_2

CITY OF SPARKS, NEVADA - BOND OF FAITHFUL PERFORMANCE

Bid #: 17/18-018

Bond #: LSM1033854

Surety Rating: A+XI

NV License #: _____

Appt. Agent Countersigning - List below with address

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the City of Sparks in the State of Nevada has awarded to **Triumph Electric, Inc.**, hereinafter designated as the "Principal" a contract for **Bid #17/18-018, for the VICTORIAN SQUARE THEATER GARAGE LIGHTING**, and

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

NOW, THEREFORE, we the Principal and RL Insurance Company as Surety, are held and firmly bound unto the City of Sparks in the State of Nevada, in the penal sum of **ONE HUNDRED TEN THOUSAND, FOUR HUNDRED DOLLARS (\$110,400.00)**, lawful money of the United States, being not less than one hundred percent (100%) of the estimated contract cost of the work, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally, firmly by these presents.

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

As a condition precedent to the satisfactory completion of the said contract, the above obligation shall hold good for a period of one (1) year after the completion and acceptance of the said work, during which time, if the above bounden principal, his or its heirs, executors, administrators, successors or assigns shall fail to make full, complete and satisfactory repair and replacements or totally protect the said City of Sparks in the State of Nevada from loss or damage made evident during said period of one (1) year from the date of acceptance of said works, and resulting from or caused by defective materials or faulty workmanship in the prosecution of the work done, the obligation in the said sum of **ONE HUNDRED TEN THOUSAND, FOUR HUNDRED DOLLARS (\$110,400.00)**, shall remain in full force and virtue; otherwise the above obligation shall be void.

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

IN WITNESS WHEREOF, the above bound parties have executed this instrument under their seals this 3rd day of May, 2018, the name and corporate party being hereto affixed and these presents duly signed by its undersigned representative, pursuant to authority of its governing body.



Triumph Electric, Inc.
Principal

By _____

RL Insurance Company

Surety

By _____

Deseree Carper, Attorney In Fact

POWER OF ATTORNEY

RLI Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Bond No. LSM1033854

Know All Men by These Presents:

That the RLI Insurance Company, a corporation organized and existing under the laws of the State of Illinois, and authorized and licensed to do business in all states and the District of Columbia does hereby make, constitute and appoint: Deseree Carper in the City of Quincy, State of California, as it's true and lawful Agent and Attorney In Fact, with full power and authority hereby conferred upon him/her to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bond and undertakings in an amount not to exceed Ten Million and 00/100 Dollars (\$10,000,000.00) for any single obligation, and specifically for the following described bond.

Principal: Triumph Electric, Inc.

Obligee: City of Sparks

Bond Amount: \$ 110,400.00

The RLI Insurance Company further certifies that the following is a true and exact copy of a Resolution adopted by the Board of Directors of RLI Insurance Company, and now in force to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company has caused these presents to be executed by its Vice President with its corporate seal affixed this 3rd day of May, 2018.



RLI Insurance Company

By:

Barton W. Davis

Vice President

State of Illinois

County of Peoria

} SS

On this 3rd day of May, 2018, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company, and acknowledged said instrument to be the voluntary act and deed of said corporation.

By:

Gretchen L. Johnnigk

Notary Public



CERTIFICATE

I, the undersigned officer of RLI Insurance Company do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company this 3rd day of May, 2018.

RLI Insurance Company

By:

Jean M. Stephenson

Corporate Secretary

A0006817_SUBS_BID



**VICTORIAN SQUARE THEATER GARAGE PAINTING
CITY OF SPARKS, NEVADA**

THIS CONTRACT made and entered into on this 23rd day of April, 2018, by and between the City of Sparks, Nevada, a municipal corporation, existing under and by virtue of the laws of the State of Nevada, hereinafter called "City", and **WOW 1 Day Painting**, a qualified Contractor in the class of work required, hereinafter called "Contractor".

W I T N E S E T H

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

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

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

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope of Work:

The scope of work for this contract is generally defined as **Victorian Square Theater Garage Painting**. The City's Contract Documents and Contractor's Entire Proposal are on file with the City of Sparks and may be physically included with this contract as "Attachment A.". All terms, conditions and requirements contained within these Documents, including any and all addenda issued by the City, are hereby incorporated by reference into this Contract.

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

2. Payment for Project Services

As full consideration for the Services to be performed by Contractor, City agrees to pay Contractor as set forth in accordance with the Fee Schedule set forth in the quote and not to exceed fee of **\$76,900.00** for the project. Final payment shall be made upon the Project Manager certifying that the Contractor has satisfactorily completed the work in conformity with the Contract Documents.

3. Time for Completion:

The Contractor shall deliver the material and/or services called for in the specifications/proposal and within the delivery time specified and in accordance with the terms of the contract. Work shall be



completed within 30 days from the Notice to Proceed issued by the City of Sparks Purchasing Division. The Contractor shall not alter or vary any terms or conditions contained or incorporated herein, including but not limited to, the quantity, price, delivery date or date designated as After Receipt of Order (ARO) or date for commencement or completion of services as mutually agreed upon, unless such alteration or variation is consented to in writing by a duly authorized representative of the City.

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

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

4. No Unlawful Discrimination:

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

In all cases where persons are employed in the construction of public works, preference must be given when the qualifications of the applicants are equal:

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

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

5. No Illegal Harassment:

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

6. Lawful Performance:

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



7. Acceptance by the City:

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

8. Waiver:

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

9. Notices:

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

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

CONTRACTOR:
Manager
WOW 1-Day Painting
1344 Disc Dr. #361
Sparks, NV 89436

10. Arbitration:

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

11. Jurisdiction and Venue:

In the event the arbitration award is challenged, any action or proceeding seeking to do so must be brought in the courts of the State of Nevada, County of Washoe, or if the party can acquire subject-matter



jurisdiction, in the United States District Court for the District of Nevada in the City of Reno. Each of the parties consents to the personal jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or proceeding referred to in the preceding sentence may be served on either party by sending it certified mail to the respective addresses designated for notice.

12. Indemnity:

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

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

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

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

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

13. Licenses and Permits:

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

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



14. Insurance:

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

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

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

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

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



Commercial General Liability

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

For contracts that are for the construction or improvement of public facilities, the Contractor shall obtain and maintain products and completed operations liability coverage through the statute of repose after completion of the project.

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

Minimum Limits of Insurance

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

\$2,000,000 General Aggregate Limit

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

\$10,000 Medical Expense Limit

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

Coverage Form

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

Additional Insured

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

Any failure by the Contractor to comply with reporting provisions of the policies shall not affect its obligations to the additional insureds.



Primary and Non-Contributory

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

Separation of Insureds

Contractor's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Waiver of Subrogation

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

Endorsements

A policy form or endorsement is required confirming coverage for all required additional insureds. The endorsement for CGL shall be at least as broad as the unmodified ISO additional insured endorsement CG 20 10 11/85 or substitute forms providing additional insured coverage for products and completed operations.

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

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

Business Automobile Liability

Minimum Limits of Insurance

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

Coverage Form

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



owned autos).

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

Additional Insured

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

Endorsements

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

Workers’ Compensation and Employer’s Liability

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

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

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

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

- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)



- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS617.207)

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

Minimum Limits of Insurance

Workers' Compensation:

Statutory Limits

Employer's Liability: **\$1,000,000** Bodily Injury by Accident – Each Accident

\$1,000,000 Bodily Injury by Disease – Each Employee

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

Coverage Form

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

OTHER INSURANCE COVERAGES (IF APPLICABLE)

Professional Liability Insurance (if Applicable) \$1,000,000 per occurrence limits of liability or whatever limit is customarily carried by the Contractor, whichever is greater, for design, design-build or any type of professional services with a minimum of three (3) years reporting of claims following completion of the project.

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

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

ALL COVERAGES

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

OTHER INSURANCE PROVISIONS

Should City and Contractor agree that higher coverage limits are needed warranting a project policy, project coverage shall be purchased and the premium for limits exceeding the above amount may be borne by City.



City retains the option to purchase project insurance through Contractor's insurer or its own source.

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

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

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

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

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

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

SUBCONTRACTORS

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



all of the requirements stated herein.

MISCELLANEOUS CONDITIONS

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

15. Material Breach of Contract:

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

16. Force Majeure:

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

17. Termination:

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

18. Assignment:

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



unreasonably withheld.

19. Entire Contract:

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

20. Severability:

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

21. Headings:

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

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

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

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

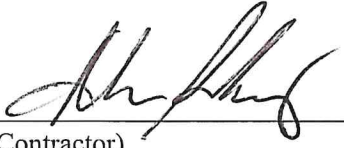
23. Execution:

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

THIS SPACE LEFT INTENTIONALLY BLANK




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


(Contractor)

By: Alexis Pahang

Operation Manager
(Title)

APPROVED AS TO FORM


City Attorney

CITY OF SPARKS, NEVADA
A Municipal Corporation

By: Geno R. Martini
Geno R. Martini, Mayor

ATTEST:


Feresia Gardner, City Clerk





Attachment A

Scope per City of Sparks Request for Informal Quotes for the referenced project. Pricing per written submittal provided by WOW 1-Day Painting, dated 3/20/18 (attached).

**INFORMAL QUOTE ITEM SCHEDULE
VICTORIAN SQUARE THEATER GARAGE PAINTING PROJECT**

Contractor: Now 1 Day Painting Name of Authorized Representative: Mexic Pachay Title: Mgr.

SIGNATURE of Authorized Representative: _____ Date: _____
[An authorized representative of the Contractor shall sign this form in space provided. An unsigned quote may be disqualified.]

ADDRESS: 1344 Disc Dr # 361 CITY: SPARKS STATE: NV ZIP: 89436

Telephone Number(s): Office Number: (775) 513-6220 Fax Number: () _____

Is Contractor a Corporation? ☒ YES ☐ NO

Federal Tax Identification Number # 47-46

CONTRACTOR'S LICENSE #: 80809 Expiration Date: 1/31/20

License limitations \$ 90,000 (in progress) 45,000

Contractor qualified by State Contractors Board ☒ Yes ☐ No

City of Sparks Business License No. (Required if awarded): _____

**ONE (1) COMPLETE ORIGINAL OF THE INFORMAL QUOTE SCHEDULE and ANY ADDENDUM(s)
MUST BE DELIVERED, EMAILED, OR FAXED TO THE
COMMUNITY SERVICES DEPARTMENT
AT 431 PRATER WAY, SPARKS, NV
BY 10:00 A.M. ON MARCH 23rd, 2018,
ATTN: FEDERICO MENDEZ, P.E.**

(775) 353-1528 PHONE, (775) 353-1635 FAX, EMAIL: fmendez@cityofsparks.us

There will be a mandatory pre-quote meeting at Victorian Square Theater Garage (1150 Victorian Avenue, Sparks, NV 89431) on Wednesday, March 14th at 1:30 PM. The meeting will begin on the first floor of the Victorian Square Theater Garage. Any Requests For Information (RFI) must be made by 10:00 AM on Tuesday, March 20th.

The Contractor declares that they have carefully examined the specifications, the forms of this Informal Quote Proposal, and agrees that if this proposal is accepted, they will contract with the City of Sparks in the State of Nevada, at their own cost and expense, to do all the work and/or furnish all material and/or services necessary to completely perform said Contract in the manner and time prescribed and in accordance with and subject to all applicable laws of the State of Nevada and that they will take in full payment therefore, the following unit prices:

F.O.B.: DESTINATION SITE SPARKS, NEVADA - PREPAID

RECEIVED-CITY OF SPARKS

MAR 23 2018

COMMUNITY SERVICES
ADMINISTRATION

1 Q

9:15 a.m.
FM

**INFORMAL QUOTE ITEM SCHEDULE
VICTORIAN SQUARE THEATER GARAGE PAINTING PROJECT**

Contractor: NOW 1 DAY PAINTING Name of Authorized Representative: Alexis Pahang Title: Mgr.

SIGNATURE of Authorized Representative: [Signature]

Date: 3/20/18

[An authorized representative of the Contractor shall sign this form in space provided. An unsigned quote may be disqualified.]

SCOPE OF WORK

The scope of work for the base quote includes the painting of the interior of the parking garage as well as some exterior areas to rejuvenate the structure and give it a fresh clean look and feel and will include all necessary power washing and surface preparation necessary. Contractor is to match existing colors and stencils.

QUOTE SCHEDULE					
Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	1	LS	Pressure washing parking structure including but not limited to: Ceiling, walls, stairwells, columns, structures etc.	\$ 15,000 /LS	\$ 15,000 -
2	1	LS	Paint all walls to match existing color, complete in place.	\$ 19,500 /LS	\$ 19,500 -
3	1	LS	Paint all columns and doors to match existing color, complete in place.	\$ 7,500 /LS	\$ 7,500 -
4	1	LS	Paint stairwell and handrails to match existing color, complete in place.	\$ 14,000 /LS	\$ 14,000 -
5	1	LS	Paint stairwell ceilings to match existing color, complete in place.	\$ 800 /LS	\$ 800 -
6	1	LS	Paint exterior of security guard/elevator maintenance rooms to match existing colors, complete in place.	\$ 2,000 /LS	\$ 2,000 -
7	1	LS	Paint elevator areas including ceilings to match existing colors, complete in place.	\$ 2,400 /LS	\$ 2,400 -
8	1	LS	Paint exterior elevator room and stairwell area on 4 th floor to match existing color, complete in place.	\$ 3,200 /LS	\$ 3,200 -
9	1	LS	Paint all decorative metal to match existing color, complete in place.	\$ 7,000 /LS	\$ 7,000 -
10	1	LS	Paint exterior stucco near entrances and exits to match existing colors, complete in place.	\$ 3,000 /LS	\$ 3,000 -
11	1	LS	Paint all yellow bollards to match existing color, complete in place.	\$ 500 /LS	\$ 500 -
12	FA	FA	Force account - Work as Authorized by the Engineer.	\$2,000.00	\$2,000.00

TOTAL BASE QUOTE

\$ \$ 76,900.⁰⁰

(Written amount) Seventy six thousand nine hundred dollars.

City of Sparks reserves the right and privilege to accept or reject any or all quotes or parts thereof, based solely on the judgment of representatives of the City of Sparks.

**INFORMAL QUOTE ITEM CLARIFICATIONS
VICTORIAN SQUARE THEATER GARAGE PAINTING PROJECT**

BASE QUOTE

Item 1 – Pressure wash Parking Garage.

This item shall include all labor, supplies, equipment, services and other incidentals necessary for the surface preparation required to paint the garage. Contractor to use commercial heavy-duty pressure washers and hot water pressure as needed. Please be mindful that there is no water available at the garage to perform this task. Contractor shall prevent sediment and other contaminants from entering garage drains. Materials around drains shall be removed and disposed of daily. Payment shall be lump sum basis.

Item 2 –Paint all walls to match existing.

This item shall include all labor, supplies, equipment, services and other incidentals necessary for the surface preparation required to paint all walls inside the garage, including but not limited to filling, priming, repairing wall blemishes and painting all interior walls on all floors of the garage. Payment shall be lump sum basis.

Item 3 –Paint all columns and doors to match existing.

This item shall include all labor, supplies, equipment, services and other incidentals necessary for the surface preparation required to paint all columns and doors inside the garage including but not limited to filling, priming and repairing column/door blemishes and painting. Stencils and colors shall match existing. Payment shall be lump sum basis.

Item 4 – Paint stairwell and handrails to match existing.

This item shall include all labor, supplies, equipment, services and other incidentals necessary for the surface preparation, cleaning and priming required to paint all metal in the stairwells including handrails and risers. Payment shall be lump sum basis.

Item 5 – Paint stairwell ceilings to match existing.

This item shall include all labor, supplies, equipment, services and other incidentals necessary for the surface preparation required to paint ceilings in the stairwells. Payment shall be lump sum basis.

Item 6 – Paint exterior of security guard/elevator maintenance rooms to match existing.

This item shall include all labor, supplies, equipment, services and other incidentals necessary for the surface preparation required to paint the exterior of the security guard and elevator mechanical maintenance rooms. Payment shall be lump sum basis.

Item 7 – Paint elevator areas including ceilings to match existing.

This item shall include all labor, supplies, equipment, services and other incidentals necessary for the surface preparation required to paint the elevator areas including ceilings on floors 1 through 4. Payment shall be lump sum basis.

Item 8 – Paint exterior elevator room and stairwell area on 4th floor to match existing.

This item shall include all labor, supplies, equipment, services and other incidentals necessary for the surface preparation required to paint the exterior of the elevator waiting area and stairwell area on the 4th floor. Payment shall be lump sum basis.

Item 9 – Paint all decorative metal to match existing.

This item shall include all labor, supplies, equipment, services and other incidentals necessary for the surface preparation and priming required to paint decorative metal throughout the garage. Payment shall be lump sum basis.

Item 10 – Paint exterior stucco near entrances and exits to match existing.

This item shall include all labor, supplies, equipment, services and other incidentals necessary for the surface preparation required to paint the exterior stucco near the entrances and exits of the garage, including but not limited to filling, priming and repairing wall blemishes. Payment shall be lump sum basis.

Item 11 – Paint all yellow bollards to match existing to match existing.

This item shall include all labor, supplies, equipment, services and other incidentals necessary for the surface preparation and priming required to paint the yellow bollards throughout the garage. Payment shall be lump sum basis.

Item 12 – Force Account

A force account has been established for this project and shall be included in each quote. The force account will be utilized only as necessary for extra work authorized and approved in advance by the City of Sparks representative.

**INFORMAL QUOTE ITEM SPECIFICATIONS
VICTORIAN SQUARE THEATER GARAGE PAINTING PROJECT**

LOCATION

The project area is the City of Sparks Victorian Square Theater Garage next to the Movie Theater on Victorian Square, 1150 Victorian Ave, Sparks NV 89431.

COOPERATION

The City of Sparks will have any Major stucco repairs done before painting.

TIME SCHEDULE

Work hours will be 7:00 AM to 6:00 PM Monday – Friday or as approved by the City Project Manager. Work shall be completed within 30 calendar days and prior to June 22, 2018.

SPECIFICATION

Contractor to match existing colors with high quality industrial paint. Contractor shall prime surfaces as necessary. Metals shall be painted with a high solids, high build, urethane based high gloss paint for the stairwells and bollards and a semi-gloss sheen for the decorative metal. Stucco and rough surfaces shall be painted with a flat sheen Latex exterior paint. Smooth surfaces such as columns shall be painted with a semi-gloss sheen Latex exterior paint.

PROFESSIONALISM AND EXPECTATIONS.

The Contractor will protect all surfaces or objects not being painted with tape, paper, poly and drop sheets etc. as required. Contractor shall scrape, sand or make any necessary surface preparations needed in any peeling areas to provide a suitable surface for painting. Contractor shall broom clean at the end of each day and remove any garbage as well as properly dispose of any paint or other products. Contractor is responsible for all clean up and waste disposal at the end of the project.

EXCESS MATERIAL

Contractor shall provide the City any leftover paint for future maintenance.

