

**BID FOR
SPARKS HERITAGE MUSEUM ROOF REPLACEMENT
PROJECT**

BID # 25/26-014

PWP # WA-2026-383

BIDS DUE NOT LATER THAN: 1:45 PM ON MAY 27, 2026

PUBLIC BID OPENING: 2:00 PM ON MAY 27, 2026

[NOTE: TIME BIDS ARE DUE IS DIFFERENT FROM BID OPENING TIME]



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

Company Name: _____

**CITY OF SPARKS
NOTICE TO BIDDERS
SPARKS HERITAGE MUSEUM ROOF REPLACEMENT PROJECT
BID # 25/26-014 / PWP # WA-2026-383**

NOTICE IS HEREBY GIVEN that the City of Sparks, Nevada, will receive written sealed bids only for the project listed above. Said bids must be in the hands of the Project Manager at 431 Prater Way, Sparks, Nevada, **NO LATER THAN 1:45 PM ON MAY 27, 2026**. Bids postmarked prior to but not received until after this deadline will not be accepted. Vendor bid response submittals may not be sent to the City of Sparks via the Internet/e-mail and will not be entertained for award by the City of Sparks. The right is reserved to reject any Bid/Proposal or to accept the Bid/Proposal which is deemed by the City of Sparks to be in the best interest of the City of Sparks. The City of Sparks reserves the right to waive any irregularities and/or informalities in the bid process.

All Bids are to be marked clearly on the outside. Due to hybrid schedules and staff reductions, in-person staff availability is limited. Bidders wishing to physically deliver their bids on the bid due date shall note that the Purchasing Office will receive bids in the lobby of City Hall beginning at 1PM on MAY 27, 2026. Bids are due no later than 1:45PM. Bids may also be delivered to the Purchasing Department physical dropbox/mailbox, also located in the lobby of City Hall.

Bids will be opened and publicly read at **2:00 PM ON MAY 27, 2026**, via TEAMS video/audio conferencing. Meeting ID: 234 504 647 049 33. Meeting Passcode: P8by9QB7 with a direct link of: <https://teams.microsoft.com/meet/23450464704933?p=SxOWg6BPXsTIY5znWW>

PROJECT DESCRIPTION: The project includes asbestos abatement and complete tear-off, removal and disposal of all materials, including (3) roof membrane systems, any associated parapet, metal, concrete or brick copings, and all metal counter flashings attached to the main roof and remove and regrout bricks as needed. Replace roof with the installation of new tapered cricket insulation, primed DensDeck over the entire roof, fully adhered PVC roof membrane, new PVC coated metal at upper parapet walls, new corner and counter flashings, new treated wood nailers and clad metal drip edge at all parapet walls with a continuous fastened clip, and new walk pads for access to HVAC equipment on the main roof.

PRE-BID MEETING: There will be a NON-MANDATORY pre-bid meeting held at 10:00 a.m. May 13, 2026, at the job site: Sparks Heritage Museum, 814 Victorian Ave., Sparks, NV 89436.

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

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

Bid documents and specifications may be obtained from the City of Sparks website. Please visit <http://portal.cityofsparks.us/bids> to obtain complete bid documents. There is no cost to use the system or obtain plans, but registration at the site is required. It is the responsibility of all potential bidders/responders to monitor the Purchasing Division's website for any changing information prior to submitting their bid/proposal. The City of Sparks will not be responsible for the timeliness or

completeness of information provided by any 3rd party bid listing or re-selling service. For further information, contact the individual responsible for coordinating this bid: Paula J. Owens, Capital Projects Coordinator, powens@sparksnv.gov, (775) 399-1048.

Reno Gazette Journal Legal Notices Section

Publish Date: MAY 6, 2026

Proof of publication required

**CITY OF SPARKS
 SPARKS HERITAGE MUSEUM ROOF REPLACEMENT PROJECT
 BID #25/26-014
 PWP #WA-2026-383**

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

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

BIDDER acknowledges receipt of _____ Addenda.

 Bidder Name

 Signature

BID ITEM SCHEDULE:

BASE BID SCHEDULE					
Item No.	Quantity	Unit	Description	Unit Price	Total Price
1	1	LS	Complete tear-off, removal and disposal of all materials attached to the main roof <u>including all required asbestos abatement</u> as shown in the plans and bid specifications; complete in place, per lump sum.	\$ _____ /LS	\$ _____
2	1	LS	Install new insulation, primed DensDeck, roof membrane, coated metal, corner and counter flashings, treated wood nailers, clad metal drip edge with continuous fastened clip, remove and regrout bricks, and install walk pads on the main roof as shown in the plans and bid specifications; complete in place, per lump sum.	\$ _____ /LS	\$ _____
3	1	FA	Force Account	\$15,000.00	\$15,000.00
TOTAL BASE BID					\$ _____

(Written amount TOTAL BASE BID): \$ _____

Bid Schedule Notes:

1. The City of Sparks reserves the right and privilege to accept or reject any or all bids or parts thereof, based solely on the judgment of representatives of the City of Sparks.
2. The Total Base Bid shall include Force Account amount identified Item No. 3.
3. See Bid Item Clarifications.
4. **SEE SECTION 20 OF THE SPECIAL PROVISIONS FOR ASBESTOS ABATEMENT.**

Bidder's Checklist

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

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

Bidder Information

COMPANY INFORMATION:

Company Name:
Contact Name:
Address:
City:
State / Zip Code:
Telephone Number including area code:
Fax Number including area code:
E-mail:

COMPANY BACKGROUND

- 1) Has your company ever failed to complete any contracts awarded to it? No ___ Yes ___ (If yes, please provide details.)

- 2) Has your company filed any arbitration request or law suits on contracts awarded within the last five years? No ___ Yes ___ (If yes, please provide details.)

- 3) Does your company now have any legal suits or arbitration claims pending or outstanding against it or any officers relating to the performance of a public contract? No ___ Yes ___ (If yes, please provide details.)

- 4) Does your company now employ any officers or principals who were with another firm when that company failed to complete a contract within the last five years? No ___ Yes ___ (If yes, please provide details.)

- 5) Has your company had a contract partially or completely terminated for default (cause) within the past five years? No ___ Yes ___ (If yes, please provide details.)

- 6) Has your company been found non-responsible on a government bid within the last five years? No ___ Yes ___ (If yes, please provide details.)

Bidder Information

CONTRACTOR LICENSE INFORMATION:

Nevada State Contractor's License Number (If Applicable):
License Classification(s):
Limitation(s) of License:
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code of Licensee:
Telephone Number of Licensee:

BUSINESS LICENSING INFORMATION All vendors doing business within the City of Sparks are required to obtain and maintain a current business license from the City of Sparks prior to commencement of work (Sparks Municipal Code Section 5.08.020A). Vendor(s) awarded a contract resulting from this bid shall be required to obtain a current business license if they do not already hold one.

City of Sparks Business License Number:
Date Issued:
Date of Expiration:
Name of Licensee:
City, State, Zip Code of Licensee:
Telephone Number of Licensee:
Taxpayer Identification Number:

Bidder Information

DISCLOSURE OF PRINCIPALS:

a) Individual and/or Partnership:

Owner 1) Name:
Address:
City, State, Zip Code:
Telephone Number:
Owner 2) Name:
Address:
City, State, Zip Code:
Telephone Number:
Other 1) Title:
Name
Other 2) Title:
Name:

b) Corporation:

State in which Company is Incorporated:
Date Incorporated:
Name of Corporation:
Address
City, State, Zip Code:
Telephone Number:
President's Name:
Vice-President's Name:
Other 1) Name:
Title:

Awarded Contract Information

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

COMPANY INFORMATION:

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

SUBCONTRACTOR DETAIL
SUBCONTRACTORS EXCEEDING FIVE PERCENT OF BID AMOUNT

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

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

Bidder Name: _____

Authorized Signature: _____

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

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

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

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

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

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

CITY OF SPARKS ACKNOWLEDGMENT AND EXECUTION:

STATE OF _____)
) SS
County of _____)

_____(Name of Principal) being first duly sworn, deposes and says: That he/she is the Bidder, or authorized agent of the Bidder for whom the aforesaid described work is to be performed by; that he/she has read the Plans, Specifications, and related documents including but not limited to, any addenda issued and understands the terms, conditions, and requirements thereof; that if his/her bid is accepted that he/she agrees to furnish and deliver all materials except those specified to be furnished by the City of Sparks (Owner) and to do and perform all work for the **SPARKS HERITAGE MUSEUM ROOF REPLACEMENT PROJECT**, Bid # **25/26-014**, together with incidental items necessary to complete the work to be constructed and/or services to be provided in accordance with the Specifications, Plans, and Contract Documents annexed hereto.

TO THE CONTRACTS AND RISK MANAGER OF THE CITY OF SPARKS:

The undersigned, as Bidder, declares that the only persons or parties interested in this proposal, as principals, are those named herein, the Bidder is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid: that this proposal is made without collusion with any other person, firm or corporation; that he/she has carefully examined the location of the proposed work; the proposed form of Contract, the Contract Provisions, Plans, Specifications and Contract Documents incorporated therein referred to and made part thereof; that he/she proposes and agrees if this proposal is accepted, that he/she will contract with the City of Sparks in the form of the Contract prescribed, to provide all necessary machinery, tools, apparatus and other means of construction, and to do all the work and furnish all the materials specified in the Contract and annexed Contract Provisions, Plans and Specifications, in the manner and time prescribed and according to the requirements of the Project Representative as therein set forth, it being understood and agreed that the quantities shown herein are approximate only and are subject to increase or decrease, and that he/she will accept, in full, payment therefore the indicated prices.

(Printed Name of Contractor/Bidder)

Contractor/Bidder:

BY:

Firm:

Address:

City:

State / Zip Code:

Telephone Number:

Fax Number:

E-mail Address:

(Signature of Principal)

Signature:

DATED this _____ day of _____, 2026.

State of Nevada

)

) SS.

County of _____

)

On this _____ day of _____, in the year 2026, before me,

/Notary Public, personally appeared

Personally known to me (or proved

to me on the basis of satisfactory evidence) to be the person whose name is subscribed to this instrument, and acknowledged that he (she) executed it. WITNESS my hand and official seal.

Notary's Signature:

My commission Expires:

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS**

(This form to be signed and returned at the time of bid)

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

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

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

I understand that a false statement on this certification may be grounds for rejection of this proposal or termination of the award. Any exceptions provided will not necessarily result in denial of award, but will be considered in determining bidder responsibility and whether or not the City will enter into contract with the party. For any exception noted, indicate on an attached sheet to whom it applies, initiating agency, and dates of action. Providing false information may result in criminal prosecution or administrative sanctions.

Typed Name & Title of Authorized Representative

Signature of Authorized Representative _____ Date _____

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

Signature _____ Date _____

Local Preference Affidavit

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

I, _____, on behalf of the Contractor, _____, swear and affirm that in order to be in compliance with NRS 338.0117 and be eligible to receive a preference in bidding **SPARKS HERITAGE MUSEUM ROOF REPLACEMENT PROJECT (Bid #25/26-014)** certify that the following requirement will be adhered to, documented and attained on completion of the contract. Upon submission of this affidavit on behalf of _____, I recognize and accept that failure to comply with any requirements is a material breach of the contract and entitles the City to damages. In addition, the Contractor may lose their preference designation and/or lose their ability to bid on public works for a period of time, pursuant to NRS 338:

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

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

By: _____ Title: _____

Signature: _____ Date: _____

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

State of _____)

)ss.

County of _____)

Notary Signature STAMP AND SEAL

CITY OF SPARKS, NEVADA – 5% Bid Bond

KNOW ALL MEN BY THESE PRESENTS: That we the undersigned _____, as “Principal,” and _____, as “Surety,” are hereby held and firmly bound unto the City of Sparks, Nevada, as “Obligee,” in the penal sum of _____ dollars (\$_____) for the payment of which, well and truly to be made, the Principal and Surety bind themselves, their heirs, executors, and administrators, successors and assigns, jointly and severally, by this instrument. The condition of the obligation of this bid bond is as follows:

WHEREAS, NRS 332.105 authorizes local governments to require bid bonds to insure execution and proper performance of the Contract and the Bonding Company has an “A” or better rating with Moody’s or A.M. Best and T-Listed with the U.S. Treasury Department;

AND, WHEREAS, the Principal has submitted a bid for Bid #25/26-014, PWP # WA-2026-383, for the **SPARKS HERITAGE MUSEUM ROOF REPLACEMENT PROJECT**.

NOW, THEREFORE,

- (a) If said Bid shall be rejected; or
- (b) If said Bid shall be accepted and the Principal shall execute and deliver the contract in the bid documents (“Contract”) to Obligee in accordance with the terms of the bid documents, and give such bond or bonds as may be specified in the bid or contract documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or
- (c) If the Principal shall pay to the Obligee the full amount of the bid bond as a penalty irrespective of the Obligee’s actual damages in the event of the failure of the Principal to enter into such Contract and give such bond or bonds,

then, this obligation shall be null and void. Otherwise it shall remain in full force and effect, it being expressly understood and agreed that the liability of the Surety (but not of the Principal) for any and all claims hereunder shall, in no event, exceed the penal amount of the obligation as herein stated.

The Surety, for the consideration for which this bond was executed, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Obligee may accept such bid, and hereby waives notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these present to be signed by their proper officers.

Signed, Sealed and dated: _____

Principal
By: _____

Surety
By: _____

GENERAL CONDITIONS

General Conditions



GENERAL CONDITIONS

Please Read Carefully

These Provisions Are a Part of Your Bid and any Contract Awarded

Scope of Bid/Proposal: Bids/Proposals are hereby requested for **SPARKS HERITAGE MUSEUM ROOF REPLACEMENT PROJECT**, as per specifications herein.

The bidder agrees that:

- A. Bidder has carefully examined the specifications, and all provisions relating to the item(s) to be furnished or the work to be done; understands the meaning, intent, and requirements; and
- B. Bidder will enter into a written contract and furnish the item(s) or complete the work in the time specified, and in strict conformity with the City of Sparks specifications for the prices quoted.

Note: Bidder is defined as any individual, partnership, or corporation submitting a bid, proposal, or quotation in response to a request for bid (RFB), request for proposal (RFP), request for information (RFI) or request for quotation (RFQ). A bidder may also be referred to as a bidder, contractor, supplier or vendor.

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

1. Prices:

All prices and notations must be in ink or typewritten. Mistakes may be crossed out and corrections typed or written with ink adjacent to the error. Bids shall indicate the unit price extended to indicate the total price for each item bid. Any difference between the unit price correctly extended and the total price shown for all items bid shall be resolved in favor of the unit prices. Bidders are encouraged to review all prices prior to bid submittal, as withdrawal or correction may not be permitted after the bid has been opened.

2. Firm Prices:

Prices on bid shall be firm prices not subject to escalation unless otherwise provided for in the specifications. In the event the specifications provide for escalation, the maximum limit shall be shown, or the bid shall not be considered. In the event of a decline in market price below a price bid, the City of Sparks shall receive the benefit of such decline.

3. Items Offered:

If the item offered by the bidder has a trade name, brand and/or catalog number, such shall be stated in the bid. If the bidder proposes to furnish an item of a manufacturer or vendor other than that mentioned on the face hereof, bidder must specify maker, brand, quality, catalog number, or other trade designation. Unless such is noted on the bid form, it will be deemed that the item offered is that designated even though the bid may state "or equal".

4. Brand Names:

Whenever reference to a specific brand name is made by the City, it is intended to describe a component that has been determined to best meet operational, performance, or reliability standards of the City, thereby incorporating these standards by reference within the specifications. These specifications are not meant to limit the vendor; they are guidelines to minimum qualifications. The bidder shall indicate their compliance or non-compliance for each line of the specification. Any deviations from the specifications or where submitted literature does not fully support the meaning of the specifications must be clearly cited in writing by the bidder.

General Conditions



An equivalent (“or equal”) may be offered by the bidder, subject to evaluation and acceptance by the City. It is the bidder’s responsibility to provide, at bidder’s expense, samples, test data, or other documentation the City may require to fully evaluate and determine acceptability of an offered substitute. The City reserves the sole right to reject a substituted component that will not meet or exceed City standards.

5. Samples:

Samples may be required for bid evaluation and testing purposes. Bidders shall agree to provide samples upon request and at no additional cost to the City.

6. Withdrawal of Bids:

Bids may be withdrawn by written or facsimile notice received prior to the exact hour and date specified for receipt of bid. A bid may also be withdrawn in person by a bidder, or bidder’s authorized representative, prior to the exact hour and date set for receipt of bids. Telephone withdrawals are not permitted.

7. Late Bids, Modifications, or Withdrawals:

Bids, modifications of bids, or bid withdrawals received after the exact time and date specified for receipt will not be considered.

8. Mistake in Bid:

- (a) If the bidder discovers a mistake in bid prior to the hour and date specified for receipt of bid, bidder may correct the mistake by withdrawing the bid in accordance with Item 7 above and resubmit prior to the stated bid deadline.
- (b) If within seventy-two hours of the bid closing and prior to the issuance of a purchase order or a contract, the apparent low bidder discovers a mistake in bid of a serious and significant nature, bidder may request consideration be given to withdrawing the bid. The mistake must be evident and provable. The right is reserved by the City to reject any and all requests for withdrawal of bids. The decision of the Purchasing Manager is final as regards acceptance or rejection of requests for withdrawal after closing of bids.
- (c) A mistake in bid cannot be considered once a purchase order or contract is issued.

9. Signature:

All bids shall be signed and the title and firm name indicated. A bid by a corporation shall be signed by an authorized officer, employee or agent with his or her title.

10. Exceptions:

A bidder deviating from specifications must specify any and all deviation(s). Failure to note said exceptions shall be interpreted to convey that the bidder shall propose to perform in the manner described and/or specified in this bid solicitation. If exception(s) are taken or alternatives offered, complete descriptions must be shown separately.

11. Confidential Information:

Any information deemed confidential or proprietary should be clearly identified by the bidder as such. It may then be protected and treated with confidentiality only to the extent permitted by state law. Otherwise the information shall be considered a public record. Information or data submitted with a bid will not be returned.

12. Quality:

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



13. Litigation Warranty:

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

14. Royalties, Licenses and Patents:

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

15. Performance Standards:

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

16. Americans with Disabilities Act (ADA) Standards:

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

17. Warranties:

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

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

18. Addenda:

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

General Conditions



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

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

19. Specifications to Prevail:

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

20. Taxes:

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

21. Prevailing Wages:

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

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

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

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



22. Apprenticeship Utilization Act:

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

23. Conflict of Interest:

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

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

24. Disqualification of Bidder:

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

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

25. Gratuities:

The City may rescind the right of the bidder to proceed under this agreement if it is found that gratuities in the form of entertainment, gifts, cash or otherwise are offered or given by the bidder, or any agent or representative

General Conditions



of the bidder, to any officer or employee of the City with the intent of influencing award of this agreement or securing favorable treatment with respect to performance of this agreement.

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

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

27. Performance and Payment Bonds:

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

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

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

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

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

28. Indemnification:

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

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

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

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

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

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

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

29. Insurance:

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

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

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

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

General Conditions



evidencing coverage for itself and for each subcontractor. Failure to maintain the required insurance may result in termination of this contract at City’s option. If Contractor fails to maintain the insurance as set forth herein, City shall have the right, but not the obligation, to purchase said insurance at Contractor’s expense.

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

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

Commercial General Liability

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

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

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

Minimum Limits of Insurance

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

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

Coverage Form

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

Additional Insured

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

Primary and Non-Contributory

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

Waiver of Subrogation

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

Endorsements

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

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

Electronic Data Liability

If any underground work will be performed, Contractor shall maintain electronic data liability insurance applicable to the Project and insuring against liability arising out of the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate electronic data. This coverage shall be maintained

General Conditions



with a limit of liability of not less than \$1,000,000 and provide coverage at least as broad as electronic data liability coverage form CG 04 37 (or substitute form providing equivalent coverage).

Railroad Protective Liability

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

Business Automobile Liability

Minimum Limits of Insurance

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

Coverage Form

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

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

Additional Insured

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

Endorsements

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

Waiver of Subrogation.

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

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Workers’ Compensation and Employer’s Liability

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

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

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

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

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

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

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

Minimum Limits of Insurance

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

Coverage Form

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



OTHER INSURANCE COVERAGES (IF APPLICABLE)

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

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

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

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

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

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

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

ALL COVERAGES

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

DEDUCTIBLES AND RETENTIONS

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



OTHER INSURANCE PROVISIONS

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

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

ACCEPTABILITY OF INSURERS

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

VERIFICATION OF COVERAGE

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

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

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

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

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SUBCONTRACTORS

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

MISCELLANEOUS CONDITIONS

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

30. Safety Program:

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

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

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

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



31. Award of Contract:

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

32. Request for Proposal (RFP) Submittals:

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

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

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

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

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

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

General Conditions



preference certificate at the time of their bid are presumed to have wished not to exercise the benefit of their preference, or do not possess the certificate of eligibility.

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

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

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

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

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

34. Tie Bids:

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

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

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

A person who submits a bid on a contract may, after the bids are opened and within 5 business days after the date the "Recommendation to Award" is issued by the City, unless otherwise stated in the Special Conditions, file a notice of protest regarding the awarding of the contract. The City's "Recommendation to Award" will be

General Conditions



dated and posted on the City's public website within the area where bid notices and bid re-caps are posted (Currently: <http://www.cityofsparks.us/bids>).

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

36. Documentation:

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

37. Discounts:

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



38. Seller's Invoice:

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

39. Inspection and Acceptance:

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

40. Lost and Damaged Shipments:

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

41. Late Shipments:

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

42. Document Ownership:

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

43. Advertisements, Product Endorsements:

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

44. Vendor Workplace Policies

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

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

General Conditions



45. Business License Requirement:

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

46. City Provisions to Prevail:

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

47. Invalid Provisions:

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

48. Amendments and Modifications:

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

49. Assignment:

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

50. Disputes After Award:

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

51. Arbitration after Award:

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

General Conditions



court having jurisdiction thereof. In reaching this final award, the arbitrator shall have no authority to change or modify any provision of this Contract. All other expenses of arbitration shall be borne equally by the parties. All fees, including legal fees, shall be borne by the party who incurred them. All costs of enforcement shall be borne by the losing party. Each party shall have the right to discovery in accordance with the Nevada Rules of Civil Procedure.

52. Lawful Performance:

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

53. Annual Appropriation of Funds:

Multi-year term supply and service contracts and leases are subject to annual appropriation of funds by the City Council. The City plans and makes appropriations to the City Budget with respect to a fiscal year that starts July 1st and ends June 30th of each year. Payments made under term contracts and leases are considered items of current expense. Purchase Orders are funded when issued; therefore, they are current expense items and are not subject to any subsequent appropriation of funds.

Continuance of a multi-year contract beyond the limits of funds available shall be contingent upon appropriation of the requisite funds in the ensuing fiscal year and the termination of this contract due to lack of appropriation shall be without penalty.

54. Extension:

When in the City's best interest, this agreement may be extended on a daily, month-to-month, or annual basis by mutual agreement of both parties. Services and/or materials received under an extension shall be in accordance with pricing, terms, and conditions, as described herein.

55. Termination:

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

56. Venue:

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

Special Conditions and Specifications (Specific to Project)

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

SPECIAL PROVISIONS
SPARKS MUSEUM ROOF REPLACEMENT PROJECT
BID #25/26-014
PWP #WA-2026-383

These Special Provisions supplement and modify the "Standard Specifications for Public Works Construction" (Orange Book), currently adopted edition, and building codes currently adopted by the City of Sparks, Nevada. All of the requirements and provisions of said codes and specifications shall apply except where modified by the City General Conditions, contract forms, plans, plan specifications, and these Special Provisions (all contained within this bid document). **Orange Book Section 100.12 Contract – the last paragraph “The Bidder to whom award is made, shall not subcontract more than 50 percent of the total cost of the project”, does not apply to this project.**

SECTION 1: SCOPE OF WORK

Work Scope: The base bid work includes, but is not limited to, the complete tear-off, removal and disposal of all materials, including (3) roof membrane systems, any associated parapet, metal, concrete or brick copings, and all metal counter flashings attached to the main roof, and remove and regROUT bricks as needed. Replace roof with new tapered cricket insulation, primed DensDeck over the entire roof, fully adhered 60mil PVC roof membrane, new PVC coated metal at upper parapet walls, new corner and counter flashings, new treated wood nailers and 24ga clad metal drip edge at all parapet walls with a continuous 22ga fastened clip, and new walk pads for access to HVAC equipment, and any other miscellaneous associated work activities necessary to complete the project as stated in the plans and bid documents. The location of work is at Sparks Heritage Museum (814 Victorian Ave.) within the city limits of the City of Sparks, Washoe County, Nevada, and is more specifically designated in the plans for this project.

SECTION 2: SPECIAL PROVISIONS

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

SECTION 3: PREBID CONFERENCE

A non-mandatory Pre-Bid conference will be held at Sparks Heritage Museum at 814 Victorian Ave. on Wednesday, May 13, 2026, at 10:00 A.M.

SECTION 4: NOTICE TO PROCEED AND TIME SCHEDULE

An official "Notice to Proceed" specifying the date by which construction operations shall be started will be issued in writing and delivered to the CONTRACTOR by the City at the Pre-construction Meeting. The contract time will begin on the date specified in the "Notice to Proceed", unless operations begin at an earlier date, in which case the date that such operations begin will apply. The CONTRACTOR shall immediately begin and diligently prosecute the work to completion. The CONTRACTOR shall oblige himself to complete the work within the stated time limits. All work described in this document shall be completed within forty-five (45) calendar days from the time of issuance of the Notice to Proceed.

SECTION 5: LIQUIDATED DAMAGES

In case all work called for under the contract is not completed before or upon the expiration of the time limits set forth above, it is agreed by the parties to the contract that damage will be sustained by the City and that it will be impracticable to determine accurately the actual damage the City will sustain in the event of any such delay. Therefore, the CONTRACTOR shall pay to the City:

- ONE THOUSAND DOLLARS (\$1,000.00) for each and every calendar day delay after the forty-five (45) calendar day completion time limit.

In finishing the work in excess of the dates prescribed and the City shall further have the right to charge to the CONTRACTOR, his heirs, assigns or sureties and to deduct from the final payment for the work, all or any part as it may deem proper of the actual cost of which are directly chargeable to the contract and which accrue during the period of such extensions, except that the cost of the final surveys and preparation of final estimate shall not be included in such charges.

The City may deduct this amount from any money due or that may become due to the CONTRACTOR under the contract. This payment shall not be considered as a penalty, but as liquidated damages suffered by the City on account of the failure of the CONTRACTOR to complete the work within the time limit of the contract.

SECTION 6: EXCUSABLE DELAYS

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

SECTION 7: INTENT OF THE PLANS AND SPECIFICATIONS

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

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

SECTION 8: AUTHORITY OF THE PROJECT MANAGER AND INSPECTOR

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

The City shall provide an inspector who will represent the City and shall make inspections of all work, sample and test materials and do such other work relative to supervision of the project as he may be assigned by the City. All instructions given by the inspector are subject to approval by the Project Manager. The Contractor shall take direction **only** from the Project Manager.

SECTION 9: CHANGE ORDERS

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

SECTION 10: COOPERATION WITH OTHER CONTRACTORS

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

SECTION 11: DISPOSAL OF EXCESS AND WASTE MATERIALS

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

SECTION 12: LIMITS OF CONTRACTOR'S OPERATIONS

If the CONTRACTOR's operations result in damage to any publicly or privately owned facilities outside the limitations of the construction easement, the CONTRACTOR shall, at his expense, repair such damage or indemnify the owner of the damaged property.

At no time will the CONTRACTOR be allowed to store debris or materials on the street overnight. Materials will be allowed to be stored onsite with the approval of the Project Manager.

SECTION 13: MEASUREMENT FOR PAYMENT

The total amount payable under this contract shall be determined by the percentage of the work performed and determined from unit prices as furnished by the CONTRACTOR in the schedule of prices contained in his proposal. The percentage of work shall be determined by the Project Manager.

SECTION 14: PRECONSTRUCTION CONFERENCE

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

SECTION 15: WORKING DAY, WORK HOURS, SATURDAY, SUNDAY, HOLIDAY AND OVERTIME WORK

The CONTRACTOR's normal working hours shall be between 7:00 A.M. until 7:00 P.M., Monday through Friday unless otherwise required by these specifications or approved in writing by the City Project Manager when requested in writing by the CONTRACTOR. The CONTRACTOR shall not commence Construction operations before seven o'clock (7:00 A.M. Pacific Time) each working day except as directed by the City Project Manager and as specified herein.

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

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

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

The City of Spark recognizes the following legal Holidays:

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

SECTION 16: SUBMITTALS

Submittals for the following items shall be provided at the time of the preconstruction meeting. Submittals shall be submitted by electronic pdf.

- Construction schedule
- Cricket Insulation
- Primed DensDeck or equal
- PVC Roof Membrane
- PVC Coated Metal
- Corner and Counter Flashings
- Treated Wood Nailers
- Clad Metal Drip Edge
- Fastened Clip
- Walk Pads

SECTION 17: CLEANUP AND DUST CONTROL

At completion of the workday, the Contractor shall clean up all waste material, excess materials and trash.

SECTION 18: FORCE ACCOUNT

Force Account items as defined by the City of Sparks will be additions to the contract arising within the course and scope of the contract for incidental costs due to unforeseen circumstances.

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

SECTION 19: INSURANCE AND INDEMNIFICATION

The CONTRACTOR shall not commence any work nor permit a Subcontractor to commence work on this project until satisfactory proof has been presented to the City of Sparks Purchasing Division that all insurance requirements as outlined by the City have been met.

The CONTRACTOR shall provide and maintain, during the effective life of the awarded contract, Comprehensive General Liability Insurance covering the CONTRACTOR and the City of Sparks.

SECTION 20: ASBESTOS ABATEMENT

Asbestos testing has been completed, and asbestos has been found in the roof materials as noted in **THE ASBESTOS REPORT INCLUDED WITH THIS BID** and performed by RiskNomics (16 MAR 26). All asbestos abatement required to complete the project per the plans and bid specifications and as stated in the attached asbestos report **shall be included in this bid and be the responsibility of the contractor.**

BID ITEM CLARIFICATIONS
SPARKS HERITAGE MUSEUM ROOF REPLACEMENT PROJECT
BID #25/26-014
PWP #WA-2026-383

BASE BID ITEMS

Bid Item 1: Complete tear-off, removal and disposal of all existing materials on the main roof.

The unit price bid for this item shall include the asbestos abatement (see the attached asbestos testing results for the roof) and complete tear-off, removal and disposal of all materials, including (3) roof membrane systems, any associated parapet, metal, concrete or brick copings, and all metal counter flashings attached to the main roof, and removal and regrout brick at the top of the parapets as needed.

This item shall include all associated work, as shown on the plans and bid specifications, including all labor, equipment, materials, and necessary incidentals to complete the work. This item shall be on a per lump sum basis.

SEE SECTION 20 OF THE SPECIAL PROVISIONS FOR ASBESTOS ABATEMENT.

See Plans and Specifications.

Bid Item 2: Replaced with the installation of new insulation, primed DensDeck, roof membrane, coated metal, corner and counter flashings, treated wood nailers and clad metal drip edge with a continuous fastened clip, and walk pads on the main roof.

The unit price bid for this item shall include the installation of new tapered cricket insulation, primed DensDeck over the entire roof, new fully adhered 60mil PVC roof membrane, new PVC coated metal at upper parapet walls, new corner and counter flashings, new treated wood nailers and 24ga clad metal drip edge at all parapet walls with a continuous 22ga fastened clip, and new walk pads for access to HVAC equipment on the main roof. Remove and regrout bricks as required and noted on the plans and specifications.

This item shall include all associated work, as shown on the plans and bid specifications, including all labor, equipment, materials, and all necessary incidentals to complete the work. This item shall be on a per lump sum basis.

Asbestos abatement will be completed in Bid Item 1.

See Plans and Specifications.

Bid Item 3: Force Account

A force account has been established for this project and shall be included in each bid. The force account will be utilized only as necessary for extra work, authorized and approved in advance by the City of Sparks representative as per Special Provision Section 18.

2026 ROOF REPLACEMENT
ROOF PLANS & SPECIFICATIONS
FOR
THE SPARKS HERITAGE MUSEUM
814 VICTORIAN AVENUE SPARKS, NV. 89431



814 VICTORIAN AVENUE SPARKS, NEVADA 89431

RPC ROOF CONSULTING SERVICES
RENO, NEVADA 89511 (775) 336-9396 roofmanager2002@yahoo.com

SCOPE OF WORK

For

SPARKS MUSEUM ROOF REPLACEMENT SPARKS, NEVADA

- 1.) This roofing project will involve a complete tear-off of all roofing materials which comprises of the existing,(3) roof membrane systems currently installed on the main roof. There are three total Built Up Roofs in all. There is the original roof installed over the plywood decking that is comprised of a fire retardant paper and three plies hot mopped down with a mineral cap sheet on the top. The next roof is a (2) ply hot asphalt roof with a mineral cap sheet on the top. The third and final roof membrane,(the currently exposed top roofing), is a smooth surface BUR with an emulsion and silver reflective paint currently on top of all the roofs. These three systems and associated base flashings, (metal, concrete, and decorative brick copings) and metal counter flashings will be torn off down to the plywood deck. THERE IS ASBESTOS IN THE ROOFING FELTS AND THE ROOFING FELTS WILL HAVE TO BE REMOVED BY A LICENSED ASBESTOS ABATEMENT ROOFING CONTRACTOR.
- 2.) Provide a new 2"X pressure treated wood nailer on top of all parapet walls. In preparation for the new wood nailer on all the parapet walls, the concrete coping on the south parapet wall will need to be removed without damaging the brick wall. The east parapet wall has a smaller decorative brick on top of the brick wall and this layer of bricks will be removed and disposed at a local dump site. The new wood nailer will be attached by anchor bolts attached four feet on center and predrilled and epoxed/glued to the brick parapet walls, no compression anchors allowed. The west parapet wall is tied into the adjacent building at the south-west corner and special care shall be taken to not damage the adjacent building. Re-pointing of the 50% of the east and west walls bricks will be included in this base bid for the roof replacement. Dispose of all the debris at a local dump site.
- 3.) Remove the buried electrical conduit near the North-West corner of the roof. This conduit has been abandoned and is no longer in service. All active conduits on the roof or parapet walls will remain in place and will be hot during the duration of the re-roofing.
- 4.) Remove and dispose of all the metal drip edges & copings on the main roof and install a new 24 gauge PVC clad metal drip edge with a continuous 22 gauge metal clip/cleat on all the perimeters of the roof's parapet walls along and the north drip edge.
- 5.) There is a metal shed structure on this roof and remove all exterior waterproofing and provide new base flashings and new wall and roof waterproofing to match the previous configuration as approved by the owner.
- 6.) All the brick parapet's walls will have the new 20 lbs compressive strength minimum polyisocyanurate insulation installed on the inside of the roof area. The iso-boards will be approximately 2" thick and will fill the walls between the structural metal angle iron currently in place. The (E) metal brackets currently supporting the metal angle iron that supports the brick walls will be covered and waterproofed with PVC clad metal the full length top to bottom. The (N) insulation will start at the plywood deck and extend and tuck under the new 2X wood nailer. The new coping wood nailers will have to overhang the inside wall to cover the new 2" wall insulation. A two part low rise foam adhesive,(100% fully adhered), will be utilized to secure the insulation to the brick walls. Ribbons of adhesive will be spaced 2" on center throughout the inside of all parapet walls to accomplish the 100% coverage. Bracing of the insulation to the parapet walls will be required to hold the boards for a minimum of twenty minutes to insure that the insulation is fitting snug to the bricks. A primer or sealer will be required and applied to the bricks prior to applying the two part low rise foam adhesive. Submit type of primer prior to execution of installing.
- 7.) There are approximately (6) large threaded rods and metal plates protruding out from the south parapet wall and these threaded bolts will need to be cut back to the nuts to accommodate the new insulation.

- 8.) The parapet's walls will have a new 2X treated wood nailer installed on top of all the parapet walls the width will be determined by the thickness of the existing wall plus the 2" thickness of the Iso-Board that will be adhered to the inside of the existing parapet walls. The wood and brick walls will be carefully pre drilled and a ½" threaded rod will be epoxied into the drilled holes. Holes will be drilled 4' on center and 2' on center with-in (8) feet of any corners or termination points of the parapet walls.
- 9.) The walls will receive 60 mil PVC flashings fully adhered to the face of the insulation boards that will be installed at all parapet walls. The PVC wall membrane will start 4" on the field of the roof and extend completely up the parapet walls and terminate on the outside of the parapet wall at the bottom of the new wood nailers. The new wood nailers will vary in width as the walls vary in their widths. **A mock-up of the new parapet wall configuration shall be approved by the owner** prior to installing all the clad metal top of wall detail.
- 10.) The removal and reinstallation of any components on the roof to accommodate the new installation of the membrane will be done at no additional cost to the owner. Including HVAC, Roof access and any other building components that are interfering with the proper installation of the new PVC membrane and any associated flashings.
- 11.) Provide a new wood fascia boards at the north drip edge and remove and dispose of the existing wood fascia boards. New wood fascia boards to match the configuration and dimensions of the current wood fascia.
- 12.) If needed, raise all equipment/ penetrations on the roof so there is a minimum of 8 inches of base flashing exposed. All existing B.U.R. and mastic is to be cleaned from all HVAC unit's curbs and flashings. The only exception will be the metal wall supports, as the base is a round metal support about four inches above the new PVC membrane. A field fabricated boot will be required at the base of all the metal wall supports. No PVC membrane can come into contact with the new PVC flashings or field sheets no exceptions.
- 13.) Mechanically attach on horizontal surfaces and crickets the new primed ½" Dens-Dek mechanically attached to the existing wood decking. The fasteners for the Dens-Dek and new tapered iso-board crickets will be installed per FM I-90, **sweep and vacuum all loose debris from the plywood decks prior to covering with the Dens-Dek boards.** Minimum fastening will be (12) fasteners per board with 18 at the perimeters and 21 fasteners in the corners.
- 14.) Fully adhere the new white PVC 60 mil minimum, single ply membrane. This specification is based on Sarnafil's 60 mil G410 or an approved equal. 100% of the membrane shall be fully adhered to the primed dens-dek with a low VOC adhesive, (or a water based adhesive will be allowed if temperatures permit). Fully adhere all flashings and the parapet walls up and over the top of the parapet extending down to the bottom of the continuous metal clip. **Where new PVC membrane will make contact with any asphalt residue an asphalt resistant membrane will be required, no exceptions.**
- 15.) Install Sarnafil's sarnatred walk pads as shown on the roof plans/as shown on the drawings. Provide an additional 100' of walk pad to be installed by the roofer per the owner's required locations.
- 16.) **A final flood test will be required** with supervision from the owner or owner's representative and all associated labor and materials will be supplied by the Roofer at no additional cost to the owner. Roofer shall conduct the flood test when roof is 100% completed.

- 17.) The roof final inspection shall be scheduled within 7 calendar days once the roof is 100% complete. The final roof inspection shall have the following people in attendance: The owner, roofing membrane's technical representative, roofing consultant, and the roofing contractor's superintendent and his foreman shall all be present during the final inspection. A punch list shall be generated from the final inspection and the punch list shall be completed with-in 5 days of the final inspection.
- 18.) The Manufacturer's 20 year NDL roofing warranty shall be signed by the roofing membrane Manufacturer and returned to the owner prior to release of retention. The warranty shall be on the Manufacturer's forms and signed by the appropriate parties.

PRE-BID MEETING: TBD

GENERAL REQUIREMENTS

- 1.) This building will be occupied throughout the entire project and the safety of City of Sparks's Personnel is a top priority. The Contractor shall be responsible at all times during the tear-off and new installation to keep the roof area and interior of the building water tight at all times. When the insulation and plywood decking are exposed and at the end of each day's work the roof shall be made 100% water tight. No Exceptions.
- 2.) Contractor will be liable for any damage to the exterior and interior resulting from roofing activities and or personnel. Video tape any pre existing damages that could be attributed to the roofing contractor during your re-roofing work and turn the tape/file over to the owner prior to starting any roofing. Failure to turn in the file/tape over to the owner prior to starting the job will be grounds for denial of the roofing contractor's explanation of damages/events.
- 3.) Contractor shall have a superintendent present at all times and staff the job with sufficient personnel to complete the re-roof with-in the contract time. A hard copy of the specifications and drawings, (supplied by the roofing contractor), will be present on the roof during all phases of the re-roof.
- 4.) During the course of work the contractor shall be available in case of leaks or an emergency 24 hours a day and shall have a response time of ninety minutes upon notification.
- 5.) A final roof inspection shall be performed with the following in attendance: Roof membrane Manufacturer's Technical Representative, Roofing contractor superintendent, roof consultant and the owner's representative.
- 6.) Submit to the Owner, prior to the start of the Re-roof, information on the type of Roof membrane system with step by step application procedures and technical specifications. Submit shop drawings of any modification of any details of flashings or proposed modifications found on the roofs.
- 7.) Work on the roof shall be completed between the hours of 7:00am and 7:00pm.
- 8.) The grounds adjacent to the roof shall be kept clean at all times. These buildings are occupied with a public sidewalk on the south side of the building and there is no access to utilities. Contractor shall supply all power, water, and portable toilets at no additional cost to the owner.
- 9.) Contractor shall put down a heavy canvas tarp around the entire work area to prevent damages to the membrane from the roofing crews once the new membrane is installed. No work shall begin until the membrane protection is in place. Protect all roof membranes new and Existing during the course of the roof replacement.

NOTE: The local codes from the city, county or building officials that have jurisdiction shall be complied with at a minimum and the better of the requirements listed here within shall take precedence. The wind speed calculation shall be 130 mph unless approved by the local building department but not less than what is specified in these specifications.

REFERENCE STANDARDS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality assurance
- B. Schedule of References

1.2 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trade, or Federal Standards, comply with requirements as specified or as required by applicable Standards/Codes.
- B. Conform to the most recent accepted or approved reference standard at the time of the bid opening.
- C. Interpretation of the standards and any conflict resolution shall be directed to the owner and the owner's representative. Bidding documents verses the standards/codes.

1.3 SCHEDULE OF REFERENCE

AA	Aluminum Association 818 Connecticut Avenue, N.W. Washington, D.C. 20006
AIA	American Institute of Architects 1735 New York Avenue, N.W. Washington, D.C. 20006
AITC	American Institute of Timber Construction 333 W. Hapden Avenue Englewood, CO 80110
ANSI	American National Standards Institute 1430 Broadway New York, NY 10018
APA	American Plywood Association Box 11700 Tacoma, WA 98411 1916 Race St. Philadelphia, PA 19103
AWI	Architectural Woodwork Institute 2310 S. Walter Reed Dr. Arlington, VA 22206
AWPA	American Wood-Preservers' Association 7735

	Old Georgetown Rd. Bethesda, MD 20014
FM	Factory Mutual System 1151 Boston-Providence Turnpike POB 688 Norwood, MA 02062
ICC	International Code Council 500 New Jersey Avenue, NW 6th Floor, Washington, DC 20001 [P] 888-ICC-SAFE (888-422-7233)
NAAMM	National Association of Architectural Metal Manufacturers 221 N. LaSalle St. Chicago, IL 60601
NWMA	National Woodwork Manufacturers' Association 205 W. Touhy Ave. Park Ridge, IL 60068
NRCA	National Roofing Contractors Association
SMACNA	Sheet Metal & Air Conditioning Contractors' National Association 8224 Old Courthouse Rd. Vienna, VA 22190
IBC	International Building Code
UL	Underwriters' Laboratories, Inc. 333 Pfingston Rd. Northbrook, IL 60062

END OF SECTION

SUBMITTALS

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Procedures.
- B. Construction Progress Schedules.
- C. Manufacturer's Instructions.

1.2 RELATED REQUIREMENTS

- A. City of Sparks General Conditions.
- B. Section 01340 – Shop Drawings, Product Data and Samples.
- C. Section 01630 – Product Substitutions.

1.3 PROCEDURES

- A. Submit submittals to the Owner and the project's Roofing Consultant.
- B. Transmit each item with a separate submittal number. Identify project, supplier; identify pertinent drawings and sheet number and detail number, specification section number, and individual product or piece of information as appropriate. Any items submitted that are not in accordance with the plans and specifications shall be highlighted or made known to all parties.

1.4 CONSTRUCTION PROGRESS SCHEDULE

- A. Submit when the project will startup or mobilize and how many calendar days to complete the scope of work called out in the plans and specifications.

1.5 MANUFACTURER'S INSTRUCTIONS

- A. Submit manufacturer's instructions for handling and delivery, storage, assembly, installation start-up, and finishing, prior to the start-up of the re-roofing. A copy of the Manufacturer's instructions shall be on the roof at all times and available for review by the roofing consultant/inspector.

END OF SECTION

CONSTRUCTION CLEANING

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Daily Cleaning and disposal of demo-copings, old roofing components, waste materials, and miscellaneous debris.

PART 2 PRODUCTS

2.1 EQUIPMENT

- A. Provide large dumpsters and covered containers for deposit of all debris.

PART 3 EXECUTION

3.1 CLEANING

- A. Contractor shall police the areas adjacent to the building for roofing debris and trash. The job site shall be clean and not an eye sore to adjacent occupied buildings.

3.2 DISPOSAL

- A. Remove roofing materials, debris, from the site once a week minimum and more if required. Site is accessible from 7:00am to 7:00pm and public access are adjacent to the job site. Transport and dispose of all waste per local codes and requirements at a certified dump site.
- B. Contractor shall make a final cleaning of all areas around the building utilizing a magnetic rake and with no visual debris.

END OF SECTION

SELECTIVE DEMOLITION

PART 1 GENERAL

1.1 RELATED DOCUMENTS

- A. Scope of work, drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division
1. Specification Sections, apply to this Section.

1.2 SUMMARY

- A. This Section includes the following:
1. Demolition and removal of selected site elements.
 2. Repair procedures for selective demolition operations.

1.3 DEFINITIONS

- A. Remove: Detach item from existing construction and legally dispose of them off-site.
- B. Remove and Reinstall: Detach item from existing construction, prepare them for reuse, and reinstall them where indicated.
- C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Except for items or materials indicated to be reused, salvaged, reinstalled or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.
- B. Historic items, relics, and other items of interest or value to Owner that may be encountered during selective demolition remain the Owner's property.

2.1 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without the permission from the owner and authorities having jurisdiction.
 2. Care shall be taken not to damage sprinkler heads and landscaping caused by trucks and snorkel lifts driving over the job site. Identify all sprinkler heads and flag. Protect existing site improvements, and landscaping to remain.
- .
- B. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and existing facilities that are to remain.

2.2 SELECTIVE DEMOLITION

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition prior to the start of the roofing application.
 2. Do not use cutting torches as this structure is made of flammable materials. Only remove the exposed portions of the roof top equipment and cut off level with the decking. Limit the need to work inside the attic space when possible.
 3. Any ducts requiring modifications shall be inspected and confirmed for proper support under the deck.

END OF SECTION

Section 06100

ROUGH CARPENTRY

PART 1 – GENERAL

1.1 RELATED DOCUMENT

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this section.

1.2 SUMMARY

- A. This Section includes the following:
 - 1. Framing with dimension lumber
 - 2. Rooftop equipment bases and support curbs
 - 3. Wood nailers, and blocking per FM I-49 LPDS standards required.
- B. Related Sections: The following Sections contain requirements that relate to this section:
 - 1. Division 7, Section 07530, “Reinforced Single Ply PVC Membrane Roofing”

1.3 DEFINITIONS

- A. Rough carpentry includes carpentry work not specified as part of other Sections and generally not exposed, unless otherwise specified.

1.4 SUBMITTALS

- A. General: Submit the following in accordance with Conditions of Contract and Division 1 Specifications Sections.
- B. Material certificates for dimensional lumber specified to comply with minimum allowable unit stresses. Indicate species and grade selected for each use as well as design values approved by the Board of Review of American Lumber Standards Committee.
- C. Wood treatment data as follows including chemical treatment manufacturer’s instructions for handling, storing, installation, and finishing of treated material:
 - 1. For each type of preservative treated wood product include certification by treating plant stating type of preservative solution and pressure process used, net amount of preservative retained, and compliance with applicable standards.
 - 2. Warranty of chemical treatment manufacturer for each type of treatment.

1.5 QUALITY ASSURANCE

- A. Codes and Standards: Comply with the latest provisions of the following codes, specifications, and standards, except where more stringent requirements are shown or specified.

1.6 DELIVERY, STORAGE, AND HANDLING.

- A. Delivery and Storage: Keep materials under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber as well as plywood and other panels; provide for air circulation within and around stacks and under temporary coverings including polyethylene and similar materials.
1. For lumber and plywood pressure treated with waterborne keep a space between each bundle to provide for air circulation.

PART 2 – PRODUCTS

2.1 LUMBER, GENERAL

1. Lumber Standards: Furnish lumber manufactured to comply with PS 20 “American Softwood Lumber Standard” and with applicable grading rules of inspection agencies certified by American Lumber Standards Committee’s (ALSC) Board of Review.
2. Grade Stamps: Provide lumber furnish pieces with each piece factory-marked with grade stamp of inspection agency evidencing compliance with grading rule requirements and identifying grading agency, grade, species, moisture content at time of surfacing, and mill.
 1. For exposed lumber furnish pieces with grade stamps applied to ends or back of each piece; or omit grade stamps entirely and provide certificates of grade compliance issued by inspection agency.
3. Nominal sizes are indicated, except as shown by detail dimensions. Provide actual sizes as required by PS 20, for moisture content specified for each use.
 1. Provide dressed lumber, S4S, unless otherwise indicated.

2. Provide seasoned lumber with 19 percent maximum moisture content at time of dressing and shipment for sizes 2 inches or less in nominal thickness, unless otherwise indicated.

2.2 DIMENSION LUMBER

- A. For structural light framing (2 to 4 inches thick, 2 to 4 inches wide), provide the following grade and species:
 1. “No. 2” grade, or better.
 2. Douglas Fir-Larch.
- B. For structural framing (2 to 4 inches thick, 5 inches and wider), provide the following grade and species:
 1. “No. 2” grade, or better.
 2. Douglas Fir-Larch.

2.3 CONSTRUCTIONAL PANELS, GENERAL

- A. Construction Panel Standards: Comply with PS 1 “U.S. Product Standard for Construction and Industrial Plywood” for plywood construction panels and, for products not manufactured under PS 1 provisions, with APA PRP-108.
- B. Trademark: Furnish construction panels that are each factory-marked with APA trademark evidencing compliance with grade requirements.

2.4 CONCEALED PERFORMANCE-RATED CONSTRUCTION PANELS

- A. General: Where construction panels are indicated for the following concealed types of applications, provide APA Performance-Rated Panels complying with requirements designated under each application for grade designation, span rating, exposure durability classification, edge detail (where applicable), and thickness.
- B. Roof Sheathing: APA RATED SHEATHING.
 1. Exposure Durability Classification: EXTERIOR.
 2. Span Rating: 40/20 or 48/24.

2.5 FASTENERS

- A. General: Provide fasteners of size and type indicated that comply with requirements specified in this article for material and manufacture.
 1. Where rough carpentry is exposed to weather, in ground contact, or in area of high relative humidity, provide fasteners with a hot-dip zinc coating ASTM A-153 or of AISI Type 304 stainless steel.

2. Fasteners shall be approved in the proposed membrane manufacturer's FM UL approval guides.

- B. Nails, Wire, Brads, and Staples: FS FF-N-105.
- C. Power Driven Fasteners: National Evaluation Report NER-272.
- D. Wood Screws: ANSI B18.6.1.

2.6 METAL FRAMING CONNECTORS

- A. General: Provide metal framing connectors of type, size, metal, and finish indicated that comply with requirements specified including the following:
 1. Current Evaluation/Research Reports: Provide products for which model code evaluation/research reports exist that are acceptable to authorities having jurisdiction and that evidence compliance of metal framing anchors for application indicated with the building code in effect for this Project.
 2. Allowable Design Loads: Provide products for which manufacturer publishes allowable design loads that are determined from empirical data or by rational engineering analysis and that are demonstrated by comprehensive testing performed by a qualified independent testing laboratory.
- B. Galvanized Steel Sheet: Steel sheet zinc-coated by hot-dip process on continuous lines prior to fabrication to comply with ASTM A 525 for Coating Designation G60 and with ASTM A 446, Grade A (structural quality); ASTM A 526 (commercial quality); or ASTM 527 (lock-forming quality); as standard with manufacturer for type of anchor indicated.
 1. Use galvanized steel framing anchors for rough carpentry exposed to weather, in ground contact, or in area of high relative humidity, and where indicated.
- C. Acceptable Products: Subject to compliance with requirements, products that may be incorporated in the Work include the following, or an approved equal:
 1. "Strong-Tie Connectors, "Simpson Strong-Tie Company, Inc.

2.7 PRESERVATIVE WOOD TREATMENT BY PRESSURE PROCESS

- A. General: Where lumber or plywood is indicated as preservative-treated wood or is specified herein to be treated, comply with applicable requirements of AWWA Standards C2 (lumber) and C9 (Plywood). Mark each treated item with the AWPB or SPIB Quality Mark Requirements.

Treat indicated items and the following:

1. Wood cants, nailers, curbs, equipment support bases, blocking, stripping, and similar members in connection with roofing, flashing, vapor barriers, and waterproofing.
 2. Wood sills, sleepers, blocking, furring, stripping, and similar concealed members in contact with masonry or concrete.
 3. Wood framing members less than 18 inches above grade.
 4. Wood floor plates installed over concrete slabs directly in contact with earth.
- B. Complete fabrication of treated items prior to treatment, where possible. If cut after treatment, coat cut surfaces to comply with AWWA M4. Inspect each piece of lumber or plywood after drying and discard damaged or defective pieces.

Part 3 – EXECUTION

3.1 INSTALLATION, GENERAL

- A. Discard units of material with defects that impair quality of rough carpentry construction and that are too small to use in fabricating rough carpentry with minimum joints or optimum joint arrangement.
- B. Set Rough carpentry to required levels and lines, with members plumb and true to line and cut and fitted.
- C. Fit rough carpentry to other construction; scribe and cope as required for accurate fit. Correlate location of furring, nailers, blocking, grounds, and similar supports to allow attachment of other construction.
- D. Securely attach rough carpentry work to substrate by anchoring and fastening as indicated.
- E. Countersink nail heads on exposed carpentry work and fill holes.
- F. Use common wire nails, unless otherwise indicated. Use finishing nails for finish work. Select fasteners of size that will not penetrate members where opposite side will be exposed to view or will receive finish materials. Make tight connections between members. Install fasteners without splitting of wood; pre-drill as required.

3.2 WOOD GROUNDS, NAILERS, BLOCKING AND SLEEPERS

- A. Install wood grounds, nailers, blocking , and curbs where shown and where required for screeding or attachment of other work. Form to shapes as shown and cut as required for true line and level of work to be attached. Coordinate location with work involved.
- B. Attach to substrates as required to support applied loading. Countersink bolts and nuts flush with surfaces, unless otherwise indicated. Per FM loss prevention data sheets.

3.3 WOOD FRAMING, GENERAL

- A. Framing Standard: Comply with IBC 2012, unless otherwise indicated.
- B. Install framing members of size and spacing indicated.
- C. Anchor and nail as shown, and to comply with the following:
 - 1. National Evaluation Report No. NER-272 for pneumatic or mechanical driven staples, P-Nails, and allied fasteners.
 - 2. Published requirements of manufacturer of metal framing connectors.
 - 3. "Chapter 23 Table 2304.9.1 – Nailing Schedule" of the IBC.

3.4 INSTALLATION OF CONSTRUCTION PANELS

- A. General: Comply with applicable recommendations contained in Form No. E30, "APA Design/Construction Guide – Residential & Commercial, "for types of construction panels and applications indicated.
- B. Fastening Methods: Fasten panels as indicated below:
 - 1. Sheathing: Nail to framing.

END OF SECTION

SECTION 07220

ROOF INSULATION FOR CRICKETS

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work Included: Provide tapered Polyisocyanurate roof insulation to replace all existing crickets for all the main roof. The new crickets will be Mechanically attached to the plywood deck substrates. For the mechanically attached roof's crickets, provide securement to meet the FM I-90 minimum wind uplift. Including roof insulation boards or as needed for a complete and proper installation. All methods of attachment will meet the FM I-90 minimum. The dens-dek will be mechanically attached on top of the polyisocyanurate insulation with plates and screws.
- B. Documents affecting work of this section include, but are not necessarily limited to, Division 0 including General Conditions, Supplementary Conditions and sections in Division 1 of these specifications.
- C. Related Work:
1. Section 07530: Reinforced Full Adhered PVC Roof System.
 2. Section 07600: Flashing and sheet Metal.

1.2 QUALITY ASSURANCE

- A. Applicator Qualifications: The applicator of the roof insulation shall be the applicator of the PVC membrane roofing work and have a minimum of two years experience.
- B. Qualifications of Installers: Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts, and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this section.
- C. Design Criteria:
1. Provide the roof insulation system to conform to the following design criteria:
 - a. U.L. Class A, Construction ASTM E-108
 - b. FM Standard 4450/4470 approval, 1-90 wind storm classification

2. Provide heat flow "R" and "Aged R" thermal resistance value roof insulation per insulation material values published in ASHRE, "Handbook of Fundamentals".

- D. Sequencing and Scheduling: Coordinate the work of this section with that of the roof covering section, so that the system is installed in conjunction with each other on a daily basis.

1.3 REFERENCE STANDARDS

- A. Underwriters Laboratories, Inc. (U.L.) "Fire Resistance Directory".
- B. Underwriters Laboratories, Inc. (U.L.) "Building Materials Directory".
- C. American Society of Heating, Refrigerating and Air-Conditioning Engineers, Inc. (ASHRAE) "Handbook of Fundamentals".
- D. PIMA Standards

1.4 SUBMITTALS

- A. Under requirements of Section 01300 - Submittals.
- B. The request for warranty form shall be submitted to the manufacturer and the completed form received by the Owner before any materials are delivered to the job site.
- C. Manufacturer's Data:
 1. Submit manufacturer's product data for the systems, materials, and methods of installation proposed for use. Such literature shall identify systems, each component, and shall certify compliance of each component with the applicable ASTM, FM and U.L. Standards. Include insulation types and their minimum compressive strengths.
- D. Shop Drawings:
 1. Submit shop drawings showing the complete roof layout including the insulation board and the fastening pattern, stagger patterns and directions relative to roof deck directions; roof openings, valleys and saddles, and typical cross section details indicating arrangements, type and thickness of insulation, fabricated and prefabricated roof curbs; cant strip details; and tapered cricket insulation systems.


1.5 GUARANTEES:

- A. Furnish to Owner/Architect an accurately written guarantee, in an approved form, warranting the insulation system against failure of any kind for a period of twenty years from the date of final acceptance of the project. Cover in the guarantee all defects in final materials and their method of installation which may cause system failure. The roof warranty will be accepted as the guarantee for the roof insulation.

1.6 PRODUCT HANDLING

- A. Protection: Use all means necessary to protect the work and materials of this section before, during, and after installation, and to protect the work and materials of all other trades.
- B. Replacement: In the event of damage, immediately make all repairs and replacements necessary and at no additional cost to the Owner.

1.7 DELIVERY AND STORAGE

- A. Deliver only specified and approved materials to the site. Deliver materials in original containers and packages with all seals and labels, including U.L., ASTM, and manufacturer's labels intact for identification. Provide a copy of the roofing contractor's various roofing materials purchase order.
- B. **Store materials at the site up off the ground on pallets and covered to prevent exposure to the sun and moisture**, to ensure that materials remain dry. Do not use wet, damp, frozen or damaged materials. Protect urethane composite board insulation from extended exposure to the sun. Do not store more than one day's supply of materials unprotected on the roof at any time. While on the roof, stack materials, and completely cover with incombustible waterproof tarpaulin whenever work is interrupted, or when there is precipitation of any kind. Securely tie the covering to pallets in such a way as to be completely weather tight. **Plastic covers and shrink-wrap covers by the manufacturers are not acceptable for project site storage.** If precipitation occurs and a particular section is not completed, remove section and replace with new material at no cost to the State. 
- C. Distribute materials temporarily stored on the roof to stay within the designated live-load limits of the roof construction. Provide ample bases under equipment and materials to distribute the weight to conform to these live-load limits. Do not store materials on, or transport materials across, completed roof areas.

1.8 JOB CONDITIONS

- A. Do not install materials in rain, cold, moisture, frost, snow or other climatic conditions which would incorporate moisture into the roof materials and prevent proper application. When the ambient air temperature is less than 45° F., work will be permitted only upon written assurance that materials will be installed properly and in full compliance with the specifications under such conditions.

PART 2 PRODUCTS

2.1 INSULATION SYSTEM

- A. Acceptable Manufacturers
1. Sarnatherm by Sarnafil
 2. Substitutions: Approved by Owner only prior to work.
- B. Total R Value
1. Furnish roof insulation system with an overall insulation thermal resistance or average R value of 6.33 per inch minimum, except where otherwise indicated on drawings.
 2. Flat & tapered stock insulation boards: All roof levels get new crickets insulation with a finished slope of ¼" -12".
 3. All insulation supplied shall have a minimum (not nominal) compressive strength of 20 psi.
- C. Composition
1. Insulation boards will be comprised of Polyisocyanurate with fiberglass facers on both sides. The compressive strength shall be a minimum of 20 PSI.

D. Physical Properties

PROPERTY	METHOD	RESULTS
Dimensional Stability (length and Width)	ASTM D-2126	<2% Linear change
Compressive Strength Min.	ASTM D-1621	20 psi minimum (172 kPa)
Water Absorption	ASTM C-209	<1% by Volume
Moisture Vapor	ASTM E-96	<1 Perm
Product Density	ASTM D-1622	Nominal 2.1 pcf
Flame Spread	ASTM E-84-98	25-50
Smoke Development	ASTM D-1621	50-120

2.02 ADHESIVE FOR FULLY ADHERED FASTENING

- A. If needed a low rising two part foam adhesive applied to the insulation boards on the top surface. Rate of application will be at a minimum to comply with the FM I-90 wind uplift requirements.

PART 3 EXECUTION**3.1 INSPECTION**

- A. The roofing applicator shall deem the existing deck substrate acceptable prior to the installation of any roofing materials. This acceptance shall include testing the substrate for dryness and for holding capabilities of an installed polyisocyanurate and Dens-Dek. Installed boards shall be capable of passing a 300 lb.per square foot minimum fastener/bonding pull-out test. Roofing contractor shall provide two pull out test on each plywood deck minimum.
- B. Carefully inspect all surfaces upon which work is to be applied. The installation of any material will be considered an acceptance of the substrate covered. Failure of work because of substrate defects, or non-compliance with the specifications will require removal of work which becomes defective, and replacing with work conforming to the specifications at no cost to the Owner.
- C. Apply materials over smooth, dry surfaces that are free from dirt, debris. Have all temporary structures, tools, equipment loose rubbish and debris removed from areas to be covered. Do not apply materials over wet, damp, frosty or frozen surfaces. Do not apply materials when the effects of low temperature or excessive moisture would prevent bonding of materials, or would incorporate moisture into the system component materials.

3.2 INSULATION SYSTEM

- A. The roof insulation system is composed of insulation boards for the areas behind the chimneys and where shown on the drawings, and at all existing crickets. These roofs are called out on the plans.
- B. Install the insulation system as designated by the manufacturer and in accordance with the roofing system requirements.
- C. Install saddles and crickets where shown, of tapered insulation board, per approved shop drawings. Place materials over the existing plywood decking and mechanically attach with screws and plates in accordance with the membrane manufacturer's requirements to meet the Local wind uplift requirements & FM I-90 wind up-lift. Stagger joints between multiple rows and layers. Small crickets will be required on the high side of the main mechanical & Skylight curbs.
- D. Use full size insulation boards in the crickets and wherever possible on the tapered crickets. Exceptions are at abutting vertical surfaces, on vertical surfaces receiving roof insulation system, and other such locations.
- E. Place insulation boards in moderately tight contact at joints between boards. When cutting the insulation board, cut completely through the board thickness; do not bend the insulation board to fit a detail. Any areas of insulation system having voids will be rejected by the Owner/Architect. Remove rejected areas of insulation system and replace with system as specified.
- F. Do not use damaged, wet or frozen insulation. Do not lay more insulation than can be completely covered by the roofer on the same day and made to be water tight.

END OF SECTION

SECTION 07530

SINGLE PLY MEMBRANE ROOFING

PART 1 - GENERAL

1.01 SUMMARY

A. System Type:

- Fully adhered 60mil PVC membrane over mechanically attached tapered cricket insulation and Dens-Dek boards 4' X 8'. The PVC membrane will be fully adhered to the primed 1/2" Dens-Deck. **Scope of work includes:**
1. Removal and disposal of the (3) existing roofs, all existing roofs are BUR membranes, (3) and any associated parapet copings, metal copings, concrete copings and brick copings all other metal counter flashings attached to the parapet walls.
 2. New tapered polyisocyanurate cricket's insulation and 1/2" primed Dens-Dek throughout the field of the main roof. 1/2" primed Dens-Dek Board mechanically attached over the entire roof. Attachment will be to the plywood deck penetrating a minimum of 1/2" and no more than 1", no exceptions.
 3. Fully Adhered PVC Roof Membrane 60 mil thickness minimum, color = white. Install new PVC clad metal at upper parapet walls, inside corners of parapet walls and counter flashings at the base of mechanical curbs.
 4. New Treated Wood Nailers @ parapet walls, typical of all three sides. . New metal 24 gauge clad metal drip edge at all parapet walls with a continuous 22 gauge clip/cleat fastened to the new wood nailers.
 5. New Walk pads as shown on the plans. Install the new walk pad from the main North roof access location to the main roof's HVAC equipment.

B. Section Includes:

1. Substrate preparation.
2. Roof membrane.
3. Roof Insulation.
4. Base flashings.
5. Roof accessories.
6. Walkways.

C. Related Sections:

1. Flashing and sheet metal - weather protection to base flashings: Elsewhere in Division 7.
2. Rough Lumber/ roof related wood components: Division 6.
3. Metal Flashings: Division 7.

1.02 REFERENCES

- A. ASTM D 4434-87 -- Standard Specification for Poly(Vinyl Chloride) Sheet Roofing;
- B. Roofing Materials and Systems Directory; Underwriters Laboratories Inc. (UL);
- C. Factory Mutual System; I-90 wind uplift requirements & NNBO
- D. FM P7825c -- Approval Guide, Building Materials ; Factory Mutual System; , including FM's loss prevention data sheets. LPDS 1-49 perimeter attachments for edges and top of parapet walls.

1.03 REQUIRED MEETINGS

- A. **Pre-Bid Site Conference:** All bidders are asked to attend a pre-bid conference at the time and place indicated in the invitation to bidders. The purpose of this meeting is to give all bidders a chance to review the existing conditions and provide any clarification of the plans and specifications prior to bid time.
- B. **Pre-Construction Conference:** Prior to beginning work, a pre-application conference will be held at the job site. Those required to attend will be: the roofing contractor, the mason and other applicable subcontractors, a manufacturer's technical representative and the Owner's roofing consultant. An owner representative will also be present. Contractor will coordinate the date with the roofing consultant and coordinate the Pre-Construction Conference so that all required parties are in attendance.
 1. Attendees shall review all pertinent details and specifications, noting any potential problems and making any changes, deletions, or additions as deemed necessary. Also included in the discussion will be the following: nature and availability of roofing materials, guarantee and submittal requirements, and protection of building components, and completed roofing system; proposed installation procedures, and any additional items related to the total roof system.
 2. Attendees shall tour representative areas of the roof and discuss substrate construction and general conditions, including deck slope, expansion joints, curb and penetration installation, and material compatibility.
 3. Pre-application conference shall not take place until receipt of required submittals. No roofing work shall commence nor material be delivered to the job site until after the Pre-Application Conference is held.

C. Final Inspections:

1. Upon completion of all specified roofing items, a roof final inspection shall be performed with the following in attendance: roofing contractor's superintendent, roofing manufacturer's technical representative, **roof consultant**, owner's representative, and any applicable subcontractors. Any discrepancies or incomplete work shall be documented in a "punch list" which will be issued to the contractor. All deficiencies will be completed with-in 5 days of the final inspection. The roof final inspection shall be scheduled within 7 calendar days of completion of 100% of the new roofing.

1.04 SUBMITTALS

- A. Product Data: Submit technical product information and installation instructions as necessary to demonstrate products comply with project requirements.
- B. Letter of certification from the primary membrane manufacturer stating that the roofing system specified or proposed is appropriate for the geographical area and type of plywood deck. That the specified requirements are either acceptable or exceed their requirements for the specified guarantees, and **that the systems comply with the specified UL and FM requirements called out in these project documents**. Any items not acceptable or detrimental to system performance shall be noted prior to bid for review and clarification.
- C. Shop Drawings: Submit roofing sheet membrane layout drawings showing seam locations, specific roofing details illustrating relationships with adjacent construction, and flashing details at roof perimeter and roof penetrations.
- D. Copy of guarantee application submitted to and initially approved by the manufacturer.
- E. Material Safety Data Sheets (MSDS) for all products containing "Hazardous Materials" as defined on lists issued by both the Federal and State governments. Maintain copies of MSDS at the job site and provide a copy to the Prison for posting.
- F. Samples:
 1. Roof membrane sheet: Submit 12-inch-square samples (3).
 2. Fasteners for insulation & clad metal drip edge (bagged and labeled).
 3. Walkway Pads: Submit 12-inch-square samples (3).
 4. Color samples for touch up if needed (4 by 5 inch).
 5. Seam samples (3). Daily samples will be documented and recorded in a log.
 6. Primed Dens-Deck Board (2 each).
- G. Letter of certification from the membrane manufacturer verifying that the roofing contractor is an approved applicator with a minimum of 2 years experience and has completed a minimum of 10,000 square feet of proposed roofing membrane in the last twelve months.

- H. Submit copies from the Factory Mutual and Underwriter's Roof Nav showing compliance with the F.M. I-90 and UL class A fire rating. Highlight the fastening patterns for the dens-dek and fully adhered sheet membrane and compliance with the loss prevention data sheet 1-49.
- I. **Submit videotape of existing conditions showing all existing damages interior and exterior. The pre-existing conditions tape shall be turned in prior to the start of work and failure to do so shall make the contractor responsible for all damages associated with their work. Any damage to the site that could be attributed to the roofing contractor and his subs shall be included in the pre-existing condition tape. Landscaping, sprinkler system, pavement, sidewalks, walls and any trees would be examples of damaged items to be documented.**

1.05 **QUALITY ASSURANCE**

- A. Project quality control is the Contractor's responsibility and obligation. Nothing contained herein shall imply an obligation for the Owner to perform field observations, nor shall any Owner field observations relieve the Contractor from his responsibilities under the terms of the contract.
- B. Contractor shall have at all times a copy of the plans and specifications at the job site. The job foreman shall have on the roof at all times any copies of addendums, RFIs and any related documents pertinent to the re-roofing project.
- C. The responsibility for proper installation of all components of the roofing system lies with the Contractor. The Contractor shall inform the consultant/owner of any conditions detrimental to the quality of construction or long-term performance of the roofing system and shall not proceed with the work until the conditions are corrected.
- D. Manufacturer Qualifications: A company that has produced PVC roofing materials and accessories of the type included in this section for at least 20 years.
- E. Installer Qualifications: A company approved or licensed by the roofing materials manufacturer and which has completed, (with-in the past twelve months) at least 10,000 square feet or 5 previous PVC installations using the specified roofing manufacturer's materials. The contractor selected for this work must have at least 2 years experience in installation of comparable roofing systems to that proposed. Contractor shall have a minimum of 2 years- documented approval of the primary roofing manufacturer, capable of providing the specified guarantees.
- F. Installer Certification: Furnish to the consultant/owner, before roofing contract award, written documentation that the installer is certified by the manufacturer to install roofing systems of the type included in this section.

- G. Installer Field Supervision: Installer shall maintain full-time supervisor/foreman on project site during times in which roofing work is in progress. Supervisor shall have a minimum of 5 years of documented Supervisory experience in roofing work similar in nature and scope to the specified roofing.
- H. Whenever specification items found herein are less stringent than the roofing manufacturer's, UL's, and FM's requirements, the more stringent requirements shall be followed.
- I. UL Listing: Provide roof system and associated materials which have been evaluated by Underwriters Laboratories Inc. (UL) and have been listed in the UL "Roofing Materials and Systems Directory" as acceptable for Class A external fire exposure.
1. Roof covering material packaging shall have UL Classification marking.
- J. Factory Mutual System Classification: Provide roof system materials and roof system assembly which have been tested and are listed in Factory Mutual System's "Approval Guide" as acceptable for Class I roof deck construction.
1. Roof material packaging shall have FM Classification marking.
 2. Provide roof system, including insulation and bonding adhesive, fasteners, rated by FM for Class 1-90 wind uplift.
 3. Adhere to Loss Prevention Data Sheets 1-49 for perimeter attachments.
- K. **Flood Test: A 48 hour flood test of the completed roof system shall be conducted by the contractor in the presence of the owner's representative.**
This shall include: Simulated rain over all new membrane areas for at least 15 minutes as directed by the Owner; The Contractor shall provide and/or arrange for all necessary equipment, water, supplies, etc. for these tests. Contractor shall make all required corrections due to defects noted during or after these tests.

1.06 **PROJECT CONDITIONS**

- A. Begin roofing installation when weather conditions are within acceptable limits according to manufacturer's installation instructions.

1.07 PRODUCT HANDLING

- A. Deliver materials to project site in manufacturer's unopened sealed containers or unopened packages, with manufacturer's labels intact.
- B. Store materials in weather-protected environment, clear of ground and moisture.
- C. Any wet, damaged, or defective materials shall be marked and removed from the job site that same day. This material shall be replaced with new unopened materials.
- D. Contractor shall take every precaution to prevent interior leakage, materials from falling into the interior and any tear-off debris from the roofing work falling into the interior. Installation of materials shall be accomplished without compromising the interior occupied areas.
- E. Do not load or permit any part of the structure to be loaded with a weight that will endanger the structures integrity or cause damages to any existing structures.
- F. The contractor shall accomplish the work so as not to disturb the existing materials found in the interior of the building. The contractor shall take care when lifting heavy objects and also when setting down heavy materials. Contractor shall be responsible for the delamination and displacement of any interior fixtures or materials and will make and correct all damages at no additional cost to the owner

1.08 WARRANTY

- A. The Manufacturer's Roofing Warranty Agreement shall cover work of this Section, including the following: roof membrane, base flashings, and roof accessories. From the deck up to the finished roof membrane.
- B. The Manufacturer's 20 year NDL Roofing Warranty: Roofing Warranty Agreement. Complete the Manufacturer's 20 year Warranty and have roofing manufacturer sign the 20 years Roofing Warranty Agreement, starting from the date of substantial completion, providing all punch list items have been completed.

1.09 PROTECTION

- A. **No staging of roofing materials or equipment shall occur on the new PVC finished roofing.** Scheduling of work shall allow for commencement of roof installation at locations opposite roof access points, working in toward access/staging areas and dumpsters.

- B. Once the completed roof system is installed, it **shall not be used by the roofer or other trades for staging of any kind. No storage will be allowed on the roof.** No other trades shall be allowed to work on/or over the new roof system without providing protection as follows: a heavy canvas tarp shall be laid directly on the membrane with a minimum of ½" plywood sheathing over it, contractor shall provide sand bags as a ballast to prevent the plywood from becoming airborne. The protection shall extend five feet beyond the work area. Other than the protection, no equipment, tools, scaffolding or materials are to come into direct contact with the roof membrane. Violation of these requirements shall be grounds for rejecting the roof installation in part or in whole. The roofing contractor will follow these guidelines as well when working over areas of completed roofing.
- C. Special care shall be taken when foot traffic is necessary over the new roof membrane. **Walk pads shall be installed immediately after the membrane has been installed in areas of foot traffic.** The contractor shall protect the roof from becoming dirty and marked, scuffed, scratched and abused. Provide special protection when significant foot traffic is required over any portion of the roof. **Contractor shall clean/power wash the new roof membrane prior to the final inspection.**
- D. Damages to the existing structure and other components as a result of the roofing operations that prevent their intended use will be replaced by the contractor with new at no additional cost to the owner.

PART 2 – PRODUCTS

2.01 MANUFACTURER - ROOF SYSTEM

- A. Manufacturers: "Sarnafil G410- 60" mil. Fully adhered system.
1. Substitutions shall be considered under the provisions of the conditions of the contract and Division 1. Only those manufacturers whose PVC products have been preapproved by the State of Nevada will be considered. Must meet the requirements listed in this section.

2.02 SINGLE PLY ROOFING MEMBRANE

- A. Membrane Material: PVC sheet in manufacturer's standard thickness, but not less than 60 mils. Provide Sarnafil's G459 asphalt resistant membrane where membrane is installed directly over masonry at parapet walls and base flashings. The asphalt resistant membrane, (G459) will be allowed at all contaminated surfaces. G410 roof membrane is adhered with Sarnacol 2121 or 2170 adhesive to the pre-secured primed Dens-Deck boards.

1. Color: white. Must meet the requirements for an Energy Smart roof membrane EnergySmart (white), initial reflectivity of 0.83, initial emissivity 0.90, solar reflective index (SRI) of >104.
 1. Reinforcement: Manufacturer's standard.
 2. Minimum Properties: ASTM D 4434-96 (or latest revision) "Standard for Polyvinyl Chloride Sheet Roofing"
 3. Membrane thickness is minimum and not nominal and manufacturer shall provide written documentation that their membrane will meet the minimum requirements. All membrane delivered to the job site will be checked for compliance.

PROPERTY	TEST METHOD	RESULTS
Minimum Thickness in sheet overall	ASTM D 638	.060"
Thickness over scrim	ASTM D 638	.030"
Tensile Strength Min. psi Pma	ASTM D 638	1600 (11.1)
Elongation at Break, min. (machine x tranverse	ASTM D 638	270% / 250%
Tearing Resistance, min., lbf (N)	ASTM D 1004	14 (63.0)
Low Temperature Bend, -40° F (-40° C)	ASTM D 2136	PASS
Linear Dimension Change	ASTM D 1204	+/- 0.15%
Factory Seam Strength	ASTM D 751	65 LBF
Dynamic Puncture Resistance, 7.3 ft-lbf (10 J)	ASTM D 5635	PASS
Solar Reflectance	ASTM C 1549	.79

2. 03 MEMBRANE ATTACHMENT/ADHESIVE

- A. Sarnacol 2170 Adhesive A solvent-based reactivating-type adhesive used to attach membrane to flashing substrate. Consult Product Data Sheets for additional information
 1. Water based adhesive = A water based adhesive shall be used to attach the PVC membrane to horizontal or low slope surfaces. (Temperature permitting)
 2. Solvent based adhesive = Adhesive shall be a solvent based reacting adhesive used with a fully adhered system and/or flashing details. Utilized to adhere membrane to substrates that are dry and clean, specifically wood nailers, concrete/CMU and steel surfaces.
- B. Termination Bars
 1. An extruded aluminum bar with a low profile that is used with various fasteners to attach to various flat surfaces at terminations of the PVC membrane. The dimensions of the Termination bar are 1 inch (25mm) wide, 1/8" inch (3mm) thick. The bar has pre drilled holes to accommodate the fasteners to attach the bar to the substrates.

2.04 RECOVERY BOARD

- A. 1/2" Primed Dens-Deck with glass mats on both sides. Dens-Deck will be installed over the top of the existing plywood deck and the new tapered iso-board crickets and mechanically attached to the plywood deck. Dens-dek application must be U.L. rated.

2.05 ROOF INSULATION

- A. Insulation Material: mechanically attached Rigid Foamed Polyisocyanurate Board sandwiched between appropriate facer material on both sides having a **minimum compressive strength of 20 psi. No nominal psi ratings.**
- B. Manufacturers: Provide insulation materials approved by the roofing membrane manufacturer and listed/tested for specified UL Class A and FM 1-90 ratings. All insulation boards shall be from the same manufacturer and of the same type.
- C. Manufacturing Standard: Federal Specification HH-I-1972/2; ASTM C-518; FM Class I; RIC/TIMA Aged testing procedure.
- D. Types and thickness: Specified thickness' and "R" values are a minimum; the insulation must meet or exceed the more stringent of the two.

2.06 ACCESSORIES

- A. General: Provide installation accessories as required for complete roofing system and as recommended by membrane manufacturer, including but not necessarily limited to:
 1. Roof Membrane Adhesives.
 2. Flexible flashings (60 mil.) and Pre-fabricated boot and corner details (60 mil.). Provide stainless steel band clamp and sealant at top edge of boot flashing. Note: All flashing of curbs and penetrations shall be a minimum of 12" above the finished roof membrane.
 3. PVC clad metal.
 4. Miscellaneous Fasteners and anchors.
 5. Termination bars.
 6. Caulks, sealants, and other water stop materials.
 7. Metal Copings with clad metal

B. Fasteners for Wood and Masonry Components:

1. Wood nails shall be minimum 11 gauges, barbed and galvanized with 5/8" head. Masonry nails shall be case hardened and one inch diameter tin caps must be used. All wood fasteners must penetrate a minimum of ¾" for securement purposes.
2. Fasteners for attachment of metal to masonry shall be expansion anchors with stainless steel pins with Phillips heads for removal. All concrete fasteners and anchors shall have a minimum embedment of 1 ¼" inch and shall be approved for each specific use by the manufacturer of the fasteners.

2.07 WALKWAY PROTECTION

A. Sarnafil's /Sarnatred

Install walkways as shown on the roof drawings.

B. Walkways:

1. Preformed walkway pads: Sarnatred Grey or for any substitutions the manufacturer's walkpads as approved by the owner Color= Gray.
 - a. Walkway attachment will be heat welded tabs on the side of the walk pads.

PART 3 - EXECUTION

3.01 EXAMINATION OF SUBSTRATE

- A. Verify that deck is clean, dry, smooth, and properly sloped for drainage. Verify that the plywood deck finishes are flat and smooth with no ridges, mounds, dips or valleys complying with Division 03300. All irregularities shall be corrected as required prior to the installation of the roofing system.
- B. Verify that roof deck construction meets roof system manufacturer's minimum roof deck criteria for the roof system to be installed. Correct substrate surfaces which are unacceptable to the installer, and are not in accordance with roof membrane manufacturer's installation instructions, before starting roofing application. Owner approval required prior to any corrections of the substrate.
- C. Verify that roof openings, penetrations, roof edges, and interruptions are properly set or braced, and ready to receive the roof system. Verify that roof curbs and other roof penetrations are properly spaced from each other (12" Minimum); and extend a minimum of 8" above the finished roof elevation. No

roofing shall begin until the areas to receive roofing meet these conditions. Contractor shall be responsible for raising penetrations and curbs at no additional cost to the owner.

- D. Roofing insulation or membrane shall not be installed where inclement weather is eminent.

3.02 PREPARATION

- A. Contractor shall remove all existing roofing, base and wall flashings, etc. down to the existing deck. Dispose of tear off materials at a local dumpsite. **Contractor shall not remove more existing roofing in one day than can be covered with the new membrane in the same day.** All tear-off materials shall be removed from the roof on a daily basis, no stock piling of debris will be allowed.
- B. Contractor shall be responsible to verify with a transit the existing slope prior to installing the insulation or membrane. The slope verification will confirm the existing slope. Any slope contradictions or other discrepancies shall be reported to the owner immediately in writing.
- C. Remove and vacuum from the plywood and gypsum decking any dirt, construction debris, and other material, which could prohibit proper roof membrane installation. Prior to installation, the existing deck shall conform to the membrane manufacturer's standards for a roofing substrate and any areas of bad decking that require replacement shall be coordinated with the owner.
- D. Existing curbs will need to be cleaned and prepped for the new clad metal and membrane flashings. The flashings will need to have a minimum of eight inches of height from the finished membrane surface. **Down time of any equipment shall be cleared and coordinated through the owner and any disruptions in service will result in the temporary use of alternate equipment at the contractors expense immediately.**
- E. Remove ridges and sharp projections. Fill depressions and cracks as recommended by roof system manufacturer.
- F. Install surface mounted reglets, and similar attachment devices as indicated or required at all chimneys.
- G. Roofing applicator shall verify that all roof areas drain properly and are functioning correctly (not clogged or blocked) before starting work. Roofer shall report any such blockages in writing to the Owner's Representative and make all necessary corrections prior to the installation of the PVC roof membrane system. Failure to report will cause the roofer to pay for all costs associated correcting improper drainage.

3.03 INSULATION AND DENS-DEK BOARD INSTALLATION

- A. General: Comply with manufacturer's instructions for storage, handling, laying, and adhering of insulation boards.
- B. No more insulation and Dens-Dek board shall be laid in one day than can be completely covered in the same day's work. Dens-Dek shall be mechanically attached over the top of the insulation boards at all crickets into the plywood deck.
- C. Dens-Dek/Insulation boards shall be laid with edges parallel to roof edges and in a staggered pattern. For multiple layer applications, offset subsequent insulation layer joints a minimum of 12". Utilize an ashlar pattern, (cross), with the joints staggered and the joints between the long dimension running continuous.
- D. Insulation/Dens-Dek shall be neatly cut and fit around all through-roof penetrations. Space roof insulation $\frac{1}{4}$ " from all vertical flashings.
- E. Remove and replace any wet insulation prior to membrane installation as no wet insulation will be allowed or accepted.

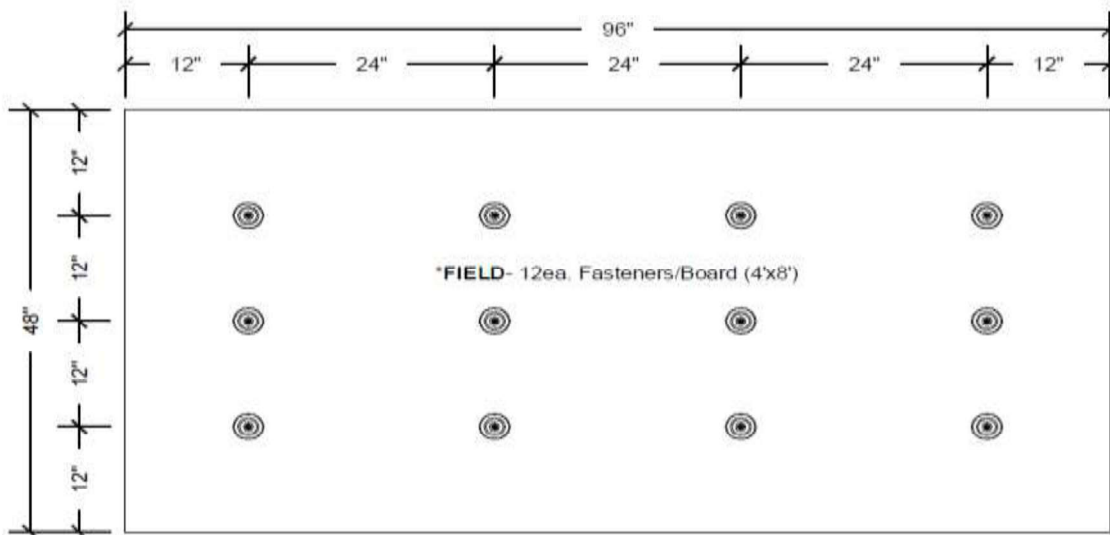


Figure 1 Dens-Dek fastening pattern

3.04 MEMBRANE INSTALLATION

- A. Unroll membrane and position without stretching. Allow membrane to relax a minimum of 15 minutes when temperature is above 60 degrees and 30 minutes when temperature is below 60 degrees. Inspect and remove any damaged membrane. Cut sheets to maximum size possible to minimize seaming.
- B. All membrane sheets shall overlap a minimum of 5" with a minimum seam weld of 1-1/2" minimum and 2" hand welds. Laps shall be shingled so as to have water flow over but not against the lap.

1. Sarnacol 2170 Adhesive:

A solvent-based reactivating-type adhesive used to attach the membrane to the substrate, either horizontally or vertically. Consult Product Data Sheets for additional information. Application rates are as follows:

SARNACOL 2170 APPLICATION RATES FOR BARE BACK MEMBRANE

	Adhesive Rates - Gallons/100 Ft ² (Liters/Meter ²)					Approximate Sq. Ft./Pail (meter ²)
	Substrate		Membrane		Total	
Isocyanurate Paper Facer	1.25 (0.51)	+	0.50 (0.20)	=	1.75 (0.71)	285 (26.48)
Smooth Plywood	1.00 (0.41)	+	0.50 (0.20)	=	1.50 (0.61)	333 (30.94)
Metal	0.75 (0.31)	+	0.50 (0.20)	=	1.25 (0.51)	400 (37.16)
Concrete Wall	1.25 (0.51)	+	0.50 (0.20)	=	1.75 (0.71)	285 (26.48)
GP DensDeck®	1.25 (0.51)	+	0.50 (0.20)	=	1.75 (0.71)	285 (26.48)
GP DensDeck® Prime GP DensDeck® DuraGuard™	1.00 (0.41)	+	0.50 (0.20)	=	1.50 (0.61)	333 (30.94)

SARNACOL 2170 APPLICATION RATES FOR MEMBRANE FLASHINGS USING SARNAFELT

	Adhesive Rates - Gallons/100 Ft ² (Liters/Meter ²)					Approximate Sq. Ft./Pail (meter ²)		
	Substrate (1 st coat)		Substrate (2 nd coat)		Membrane		Total	
Smooth Plywood	1.00 (0.41)	+	1.00 (0.41)	+	0.50 (0.20)	=	2.50 (1.02)	167 (15.51)
Concrete Wall	1.00 (0.41)	+	1.00 (0.41)	+	0.50 (0.20)	=	2.50 (1.02)	167 (15.51)
Masonry Wall	1.00 (0.41)	+	1.00 (0.41)	+	0.50 (0.20)	=	2.50 (1.02)	167 (15.51)
Granular Bitumen	1.00 (0.41)	+	1.00 (0.41)	+	0.50 (0.20)	=	2.50 (1.02)	167 (15.51)
Smooth Aged Bitumen	1.00 (0.41)	+	1.00 (0.41)	+	0.50 (0.20)	=	2.50 (1.02)	167 (15.51)

Notes:

- a) Due to an increase in viscosity when outdoor temperatures during installation are below 40° F (5° C), add ½ gal/100 ft² (0.2 l/m²) to rate for estimating purposes. Do not install when air temperature is within 5° F of dew point. Solvent evaporation time increases significantly when temperatures drop. Ensure first layer of Sarnacol 2170 is fully dry before second layer is applied to the back of the membrane for proper reactivation.
 - b) Use a water-filled, foam-covered lawn roller to consistently and evenly press the membrane into the adhesive layer.
2. Sarnacol 2121 Adhesive:

A water-based adhesive used to attach the membrane to horizontal or near-horizontal substrates. Consult Product Data Sheets for additional information. Application rates are as follows:

SARNACOL 2121 APPLICATION RATES FOR BARE BACK MEMBRANE						
	Adhesive Rates - Gallons/100 Ft ² (<i>Liters/Meter²</i>)					Approximate <u>Sq. Ft./Pail</u> (meter ²)
	Substrate		Membrane		Total	
Isocyanurate Paper Facer	1.50 (0.61)	+	0	=	1.50 (0.61)	333 (30.94)
Smooth Plywood	1.50 (0.61)	+	0	=	1.50 (0.61)	333 (30.94)
GP DensDeck Prime®	1.25 (0.51)	+	0	=	1.25 (0.51)	400 (37.16)

Notes:

- a) There is a significant increase in drying time due to an increase in humidity and/or a decrease in temperature. Do not install when outdoor or substrate temperatures during drying period are expected to fall below 40° F (5° C).
 - b) Do not allow Sarnacol 2121 adhesive to skin-over or surface-dry prior to installation of membrane.
 - c) Use a water-filled, foam-covered lawn roller to consistently and evenly press the membrane into the adhesive layer.
- C. Each membrane shall be fully adhered 100% to the Dens-Deck. Placement of the membrane and specific attachments shall comply with FM 1-90 approval listing.
- D. Requirements for perimeter attachment shall be per Factory Mutual Approval Guide and Loss Prevention Data Sheet 1-49 and membrane manufacturer's standard installation Guidelines. Membrane at perimeter edges shall extend down two inches down over the outside edge and

can be secured by the continuous clip with fasteners 12" O.C.

- E. All surfaces to be welded shall be clean and dry. Only hot air welding will be allowed. **Temporary tack welding of the membrane will not be allowed.** The field membrane shall only be automatic machine welded. **Hand welding is permitted for flashing and detail work only.**
- F. Provide minimum 1 ½" continuous Auto welds with hot air welding machines, at all seams where the membrane overlaps. Use a roller to apply pressure to seams in conjunction with welding to insure a positive weld. Check the full length of all seams using a probe with a well-rounded point. Hand probing is mandatory and will be completed at the end of each day. Voids will be marked and dated by the roofing contractor.
- G. Any areas where the integrity of the weld is suspect or where welding defects occur, the area shall be patched using the same membrane material with rounded corners extending 6" beyond the area to be patched. **Re-welding voids or false welds and melting the edges down will be rejected and will require patches, no exceptions.**
- H. Within 45 minutes of the start up each day, **the contractor shall take test cuts of welded field seams** and will **pull apart the test cut immediately** to verify a good weld. Place test cut on roof and adhere with urethane caulking. Date and label all test cuts on the back of the strip with a Sharpie black ink pen. Test cuts shall be taken once in the morning and once in the afternoon per Auto welder. Take a minimum of six, (3) test cuts on hand welded details at curbs and at the base of the parapet walls. All test cut holes shall be patched as indicated above. Test cuts not taken during the day will be taken at the final inspection at the discretion of the owner.

3.05 FLASHINGS INSTALLATION

- A. Extend horizontal field membrane to the base of vertical surface at walls, penetrations, etc., and cut even. Secure the membrane along the base of the walls and around roof penetrations in accordance with Factory Mutual and the manufacturer's requirements. Extend membrane 3" onto all clad metal flanges and provide a continuous 2" weld.
- B. Install membrane flashing at walls and curbs and extend out onto the field membrane surface a minimum of 4 ½". All curbs and upper roof's parapet walls are to be wrapped up and over the top and extended down the opposite side and fastened at 12" O.C.
- C. Edge flashings shall be fabricated utilizing clad metal. Secure clad metal to the continuous clip and fastened to the wood Nailers with appropriate fasteners spaced 6" O.C. staggered.

- D. Flash all pipes and similar penetrations utilizing the membrane manufacturer's fabricated boots. The boots may need to be modified to meet the eight-inch minimum height requirement. Provide a clamping band over a cushion strip at the top of all boots and boot flashings and caulk the top of the band with membrane manufacturer's caulking.
- E. Since the scope of this project is re-roofing a separator sheet will be required to divorce the PVC flashings from any asphalt contamination of existing surfaces or an asphalt resistant PVC sheet membrane. Fully adhere all base flashings and secure top edge with appropriate fasteners every 12" O.C. The use of an asphalt resistant membrane will also be acceptable.
- F. All membrane flashings shall be installed concurrently with the roof membrane application, as no temporary flashings will be allowed. If any water is allowed under the new membrane or flashings due to incomplete work, the wet areas shall be removed and replaced at the roofing contractor's expense.

3.06 MISCELLANEOUS WORK

- A. Provide new metal counter flashing insert skirts at HVAC's unit curbs and elsewhere where counter flashings have less than two inches of overlap of the top of the membrane.
- B. All flanged vent units, flanged ducting that penetrates the roof shall be re-configured or replaced to accommodate placement on new wood curbs.

No sheet metal will be allowed to penetrate the roof and flashed as such. All penetrations shall have a curb and if one is not present then the contractor shall install a new wood curb at no additional cost to the owner. No wood sleepers will be allowed and if a new platform is needed to replace the sleepers the contractor shall include this in the scope of the work at no additional cost to the owner.

- C. Extend the existing curbs, supports, duct work, piping, gas, water and interior finishes to accommodate the raising of the equipment to meet the installation of the new membrane and to meet minimum eight inch height requirement above the finished roof membrane surface. Any moving, lifting or other modifications of the roof top equipment, shall be performed by a licensed HVAC contractor. Contractor shall be responsible to return all HVAC and electrical back to its original operating condition. Contractor shall put in writing to the owner any pre-existing conditions, problems/deficiencies found prior to shut down of equipment. Failure to verify the equipment's condition and submit it in writing, prior to shut down, will result in the contractor being responsible

for the repairs or replacement of the equipment in question. Any repairs or replacement shall be implemented immediately with-in 48 hours of notice.

- D. The angle iron wall supports on the three parapet walls will be fully sealed with clad PVC metal from top to bottom and no exposed metal will be acceptable.

3.07 WALKWAYS

- A. Adhere/weld units to membrane in accordance with pad manufacturer's printed instructions.
 1. Install pads over clean, dry surfaces.
 2. Provide pads as described and installed immediately after the field membrane is installed.

3.08 TEMPORARY SEALS/REPAIRS

- A. The Contractor shall make the roof 100% water tight each and every night, as this is an occupied Museum building. The edge of the new membrane shall be sealed in a continuous manor with compatible materials to prevent water from entering into and under the newly installed membrane.
- B. Once the contractor has started the roofing work any and all leaks are the roofer's responsibility to keep the inside dry and free from water intrusions. There will not be any pre-existing conditions and any and all leaks will be repaired at no additional cost to the owner.

3.09 CLEAN UP

- A. Contractor **shall remove bituminous or other markings from the finished PVC roof membrane.** Contractor is to keep the roof membrane and premises clean and free from accumulations of waste materials and debris at all times. Surplus materials and all equipment shall be promptly removed from the job site upon completion of the work. Prior to the final inspection, the contractor shall restore all areas affected by his work to their original state of cleanliness and repair all damage done to the premises by his workmen and/or equipment.

3.10 FINAL/FLOOD TEST

A. Contractor shall perform the flood test in the presence of the State representative and demonstrate that all the areas of the roof are draining and functioning properly. The roofing contractor shall coordinate the final inspection and give the Owner five days notice prior to the inspection.

3.11 FINAL INSPECTION

A. The roof final inspection shall be scheduled within 7 calendar days once the roof is 100% complete. The final roof inspection shall have the following people in attendance: The owner, roofing membrane's technical representative, roofing consultant, and the roofing contractor and his foreman shall all be present during the final inspection. A punch list shall be generated from the final inspection and the punch list shall be completed with-in 5 days of the final inspection.

END OF SECTION 7530

NOTE:

All bidders shall list the cost, (on each bidder's bid submittal), to replace any damaged or unacceptable existing plywood decking per four feet by eight foot sheet of plywood. The cost will include the demolition, disposal, new 4'X 8' plywood and all labor and materials to replace any damaged plywood per code.

SECTION 07600

FLASHING AND SHEET METAL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Copings, drip edges and reglets. See drawings for type and location.
- B. Miscellaneous items shown on the drawings, but not specifically called for in the specifications.

1.2 RELATED WORK

- A. Section 07530: Fully adhered P.V.C. Roof System.
- B. Section 07220: Insulation

Boards 1.3 REFERENCED

STANDARDS

- A. ASTM A526 - Steel Sheet, Zinc Coated (Galvanized), by the Hot Dip Process, Commercial Quality.
- B. ASTM A527 - Steel Sheet, Zinc Coated (Galvanized), by the Hot Dip Process, Lock-Forming Quality.
- C. FS TT-S-00230C - Sealing Compound; Elastomeric Type, Single Component.
- D. FS SS-C-00153a - Cement, Bituminous, Plastic - Type I.
- E. SMACNA Standard, latest edition.

1.4 SHOP DRAWINGS

- A. Submit shop drawings in accordance with Section 01340.
- B. Clearly detail shaping, jointing, length of sections, fastening, and installation details.

1.5 EXISTING CONDITIONS/PROTECTION

- A. Exercise care when working on or about roof surfaces to avoid damaging or puncturing membrane or flexible flashings.
- B. Place gypsum board panels and cloth tarps on roof surfaces adjacent to work of this section and on access routes. Keep in place until completion of work.

1.6 GUARANTEE/WARRANTY

- A. Provide Owner with a guarantee stating that metal flashings and expansion joints will properly shed water and protect membrane from physical damage for a minimum period of two (2) years from date of substantial completion, and that damage resulting from failure to provide above stated performance will be repaired to satisfaction of Owner at no additional cost.

PART 2 PRODUCTS**2.1 CLAD METAL DRIP EDGES**

- A. 24 gauge Galvanized Iron
- B. Clad Metal drip edge on Parapets:
 - 1. If applicable: The drip edge shall be 24 gauge G.I. with a 22 gauge continuous clip fastened 12" O.C. The clad metal sections shall be 10'-0" in length with 6" wide concealed joint covers. The joint covers shall be per the details. Do not use silicone caulking at any time on this project.
 - 2. Provide formed corners.
 - 3. Provide gutter chair under joints. Provide concealed joint covers at joints. Allow 3/8" expansion space at joints of coping and provide urethane caulking in expansion space.
 - 4. Install to Manufacturer's latest printed instructions.
 - 5. Provide shop drawings.
- C. Substitutions: Under the provisions of Section 01630.
- D. Masonry Reglets/Flashing:
 - 1. Reglets shall be Type MA-4 or Type ST by Fry Reglet Co. as shown on drawings.
 - 2. Stucco reveals shall be PRM-75-75 by Fry Reglet Co.

3. Drip screeds shall be DS-875-V-5/8"-300 by Fry Reglet Co.
 4. Provide end laps which ensure watertight seal where necessary.
 5. Provide standard fry flashing installed without clips or screws.
- E. Substitutions: Under the provisions of Section 01630.

2.2 ACCESSORY MATERIALS AND COMPONENTS

- A. Fasteners: Concealed hook strip or clip type, as detailed or required, of same material as flashings; sized to suite application.
- B. Solder and Flux: Type recommended for materials being sealed.

2.3 FABRICATION

- A. Distortion and other defects detrimental to appearance or performance.
- B. Form sections in 10' lengths. Make allowances for expansion at joints. Provide 6" long laps under sleeves at joints.
- C. Seams are to be butt hairline type, except corners. Fabricate corners minimum 18" mitered, solder, or welded, and sealed as one piece.
- D. Form sections square, true, and accurate to size, free from Wash and wipe clean soldered joints to remove traces of flux immediately after soldering.
- E. **Hem All exposed edges of flashings on underside 1/2", minimum.**
- F. Back paint flashings with bituminous paint where expected to be in contact with cementitious materials or dissimilar metals.
- G. Form exposed sheet metal and coated metal work without excessive oil-canning, buckling and tool marks, true to line and levels indicated.
- H. Fabricate shop fabricated items in accordance with latest SMACNA requirements.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. Secure flashings in place using specified type fasteners. Use exposed fasteners only in locations approved by Consultant/Architect. When using exposed fasteners, they are to be of same finish as flashings. EPDM washers will be utilized as neoprene washers will not be allowed.
- B. Insert metal flashings into reglets where indicated on drawings to form tight fit. Seal flashings into reglets with sealant. Install all reglets and flashings per Manufacturer's latest printed instructions.
- C. Apply sealing compound at junction of metal flashings and flexible flashings.
- D. Lock seams and end joints. Fit flashings tight in place. Make corners square, surfaces true and straight in planes, and lines accurate to profiles.

END OF SECTION

March 16, 2026

Paula Owens
City of Sparks
 431 Prater Way
 Sparks, Nevada 89431

RE: Limited Pre-Renovation Asbestos Inspection
Sparks Heritage Museum – Roof
 814 Victorian Avenue
 Sparks, Nevada 89431
 RiskNomics Project Number: 26RN1197

Dear Ms. Owens:

RNomics, LLC dba RiskNomics (RiskNomics) is pleased to provide this *Limited Pre-Renovation Asbestos Inspection Report* at the request of City of Sparks (Client). RiskNomics completed a NESHAP-based pre-renovation inspection of Client-identified areas of the Sparks Heritage Museum Roof, located at 814 Victorian Avenue in Sparks, Nevada (Site). The inspection was limited to the roofing materials identified by Client as within the scope of planned renovation/repair activities.

Inspection activities were performed by Dana J. Carlton, a State of Nevada AHERA Building Inspector, on March 5, 2026. Samples were analyzed by SGS Built Environment located in Las Vegas, Nevada, a National Voluntary Laboratory Accreditation Program (NVLAP) certified laboratory (NVLAP code #101459-1).

Summary

Results of the bulk samples indicated the following materials were **Positive** for asbestos during this sampling episode:

Material	Location	Percentage/ Type	Approx. Quantity	NESHAP Category
Roofing Felt	Throughout Roof Field	70% Chrysotile	Approx. 4,500 SF	RACM
Penetration Mastic	Penetrations Throughout Roof	ND-5% Chrysotile	Approx 100 SF	Cat. I

ND = None Detected; RACM = Regulated Asbestos Containing Materials – any material which can be crumbled, pulverized or reduced to powder by hand pressure; Category I = Non-friable asbestos containing materials (ACM) including resilient floor coverings & their associated mastics, asphaltic roofing products, packings & gaskets; Category II = Any non-friable ACM that is not in Category I.

Asbestos containing material (ACM) as defined by the Environmental Protection Agency (EPA) and the Occupational Safety & Health Administration (OSHA) are materials with an asbestos concentration of greater than 1% (>1%) as analyzed by polarized light microscopy (PLM).

Results of the bulk sampling indicated the following materials were **Negative** for asbestos during this sampling episode:

Material	Location
Concrete	Top Cap of Parapet Wall
Red Brick & assoc. Mortar	Parapet Wall

Samples of the following suspect materials were collected and found to be **Positive** for asbestos:

Material	Location	Discussion
Regulated Asbestos Containing Materials (RACM)		
Roofing Felt	Throughout Roof	<p>This material is considered to be RACM according to NESHAP and must be removed during normal renovation or demolition activities, with few exceptions.</p> <p>This material must be disposed of as asbestos containing waste, in accordance with regulatory requirements.</p> <p>Renovation notifications are required.</p>
Category I Non-Friable		
Black Mastic/Tar	Roof Penetrations	<p>This material is considered to be a Category I non-friable material according to NESHAP and may be left in place during normal renovation or demolition activities providing the material is not subjected to sanding, grinding, cutting, abrading, or any other activity that may render the material as RACM.</p> <p>This material may be disposed of as normal construction debris providing the materials are not rendered RACM during renovation, demolition, or disposal activities.</p> <p>Renovation notifications may be required.</p> <p>Local waste permits may be required.</p>

Results of analysis identified asbestos in concentrations greater than 1% (>1%) within materials at the site. For those materials considered to be RACM, or which may be rendered as RACM during repair/renovation/demolition activities, NESHAP requires the material be removed prior to renovation or demolition activities. Those materials considered to be Category I or Category II which are not expected to be rendered RACM during renovation/demolition activities may be left in place.

Nevada OSHA regulations require notifications at least ten (10) days prior to the removal of friable asbestos-containing materials or non-friable asbestos-containing materials expected to

become friable in quantities greater than 25 linear feet or ten (10) square feet. If the quantity of RACM to be removed is greater than or equal to 160 square feet or 260 linear feet, the contractor shall submit an asbestos notification at least ten (10) working days prior to commencement of the project to EPA Region 9. An EPA AHERA trained supervisor must be onsite during all asbestos removal activities and all persons handling unpackaged RACM must be workers or supervisors certified by the EPA. Removal shall be performed following all applicable local and federal regulations. A licensed asbestos consultant should be retained to conduct visual and air clearances following removal, as appropriate.

Any materials uncovered during repair, renovation or demolition activities that are not addressed in this inspection report, or presumed asbestos containing materials (PACM), must be sampled by an accredited asbestos inspector prior to any disturbance, or they must be treated as asbestos containing (ACM).

Disclaimer

The content presented in this report is based on data collected during the site inspection and survey, review of pertinent regulations, requirements, guidelines and commonly followed industry standards, and information provided by the Client, their clients, agents, and representatives.

The work has been conducted in an objective and unbiased manner and in accordance with generally accepted professional practice for this type of work. RiskNomics believes the data and analysis to be accurate and relevant, but cannot accept responsibility for the accuracy or completeness of available documentation or possible withholding of information of other parties.

This hazardous materials survey report is designed to aid the property owner, architect, construction manager, general contractor, and asbestos abatement contractor in locating ACM. This report is not intended for, and may not be utilized as a bidding document or as an abatement project specification document.

Sincerely,
RiskNomics, LLC

Prepared by:



Dana J. Carlton
Project Manager

Reviewed by:



Christie Brannen
Project Manager

Sample Number	Material Description	Material Locations	Asbestos Content (Percent)	Asbestos Regulatory Classification	Approximate Quantity
City of Sparks: Sparks Heritage Museum – Roof					
01 02 03 04 05	Roofing Core	Roof Field	Silver Paint – ND Black Tars – ND Black Felts – ND Black Felt – 70% Chrysotile Stones – ND Black Tar – ND	RACM	4,500 SF
06 07 08	Concrete	Roof Parapet Wall, Top Cap	Grey Cementitious Material – ND	Not Applicable	Not Applicable
09 10 11	Red Brick & assoc. Mortar	Roof Parapet Wall	Red Cementitious Material – ND Grey Mortar – ND Light Grey Mortar – ND	Not Applicable	Not Applicable
12 13 14	Black Penetration Mastic	Throughout Roof at Penetrations	Silver Paint – ND Black Tar – ND Black Semi-Fibrous Tar – ND-5% Chrysotile	Cat. I	100 SF

ND = None Detected; RACM = Regulated Asbestos Containing Materials – any material which can be crumbled, pulverized or reduced to powder by hand pressure; Category I = Non-friable asbestos containing materials (ACM) including resilient floor coverings & their associated mastics, asphaltic roofing products, packings & gaskets; Category II = Any non-friable ACM that is not in Category I.

Unless otherwise noted, asbestos content determined by polarized light microscopy (PLM) methods.

Regulatory classifications refer to materials in their present state. Category I and Category II materials that will be subjected to sanding, grinding, cutting, abrading, or any other activity that would render them friable during demolition or renovation activities must be treated as RACM.

Laboratory Analytical Data Sheets

Bulk Asbestos Analysis

(EPA Method 40CFR, Part 763, Appendix E to Subpart E and EPA 600/R-93-116, Visual Area Estimation)
 NVLAP Lab Code: 101459-1

RiskNomics, LLC
 Teri Lopeman-Cortese
 880 Seven Hills Drive
 Suite 180
 Henderson, NV 89052

Client ID: L1464
Report Number: B381706
Date Received: 03/09/26
Date Analyzed: 03/12/26
Date Printed: 03/12/26
First Reported: 03/12/26

Job ID/Site: 26RN1197, City of Sparks, Sparks Heritage Museum

SGSFL Job ID: L1464-3
Total Samples Submitted: 14
Total Samples Analyzed: 14

Date(s) Collected: 03/05/2026

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
01	01432146						
Layer: Silver Paint			ND				
Layer: Black Tars			ND				
Layer: Black Felts			ND				
Layer: Brown Fibrous Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (40 %)	Fibrous Glass (15 %)						
02	01432147						
Layer: Silver Paint			ND				
Layer: Stones			ND				
Layer: Black Tar			ND				
Layer: Black Felt		Chrysotile	70 %				
Layer: Black Tars			ND				
Layer: Black Felts			ND				
Total Composite Values of Fibrous Components:		Asbestos (7%)					
Cellulose (20 %)							
Comment: Bulk complex sample.							
03	01432148						
Layer: Silver Paint			ND				
Layer: Stones			ND				
Layer: Black Tar			ND				
Layer: Black Felt		Chrysotile	70 %				
Layer: Black Tars			ND				
Layer: Black Felts			ND				
Total Composite Values of Fibrous Components:		Asbestos (7%)					
Cellulose (20 %)							
Comment: Bulk complex sample.							

Client Name: RiskNomics, LLC

Report Number: B381706

Date Printed: 03/12/26

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
04	01432149						
Layer: Silver Paint			ND				
Layer: Stones			ND				
Layer: Black Tar			ND				
Layer: Black Felt		Chrysotile	70 %				
Layer: Black Tars			ND				
Layer: Black Felts			ND				
Total Composite Values of Fibrous Components:		Asbestos (7%)					
Cellulose (20 %)							
Comment: Bulk complex sample.							
05	01432150						
Layer: Silver Paint			ND				
Layer: Stones			ND				
Layer: Black Tar			ND				
Layer: Black Felt		Chrysotile	70 %				
Layer: Black Tars			ND				
Layer: Black Felts			ND				
Total Composite Values of Fibrous Components:		Asbestos (7%)					
Cellulose (20 %)							
Comment: Bulk complex sample.							
06	01432151						
Layer: Grey Cementitious Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
07	01432152						
Layer: Grey Cementitious Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
08	01432153						
Layer: Grey Cementitious Material			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
09	01432154						
Layer: Red Cementitious Material			ND				
Layer: Grey Mortar			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
10	01432155						
Layer: Red Cementitious Material			ND				
Layer: Grey Mortar			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							

Client Name: RiskNomics, LLC

Report Number: B381706

Date Printed: 03/12/26

Sample ID	Lab Number	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer	Asbestos Type	Percent in Layer
11	01432156						
Layer: Red Cementitious Material			ND				
Layer: Light Grey Mortar			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (Trace)							
12	01432157						
Layer: Silver Paint			ND				
Layer: Black Semi-Fibrous Tar			ND				
Layer: Black Tar			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (3 %)							
13	01432158						
Layer: Silver Paint			ND				
Layer: Black Semi-Fibrous Tar		Chrysotile	5 %				
Total Composite Values of Fibrous Components:		Asbestos (5%)					
Cellulose (Trace)							
14	01432159						
Layer: Silver Paint			ND				
Layer: Black Semi-Fibrous Tar			ND				
Total Composite Values of Fibrous Components:		Asbestos (ND)					
Cellulose (2 %)							



Vincent To, Laboratory Supervisor, Carson Laboratory

Note: Limit of Quantification ('LOQ') = 1%. 'Trace' denotes the presence of asbestos below the LOQ. 'ND' = 'None Detected'.

Inhomogeneous samples are separated into homogenous subsamples and analyzed individually. Analytical results and reports are generated by SGS at the request of and for the exclusive use of the person or entity (client) named on such report. Results, reports or copies of same will not be released by SGS to any third party without prior written request from client. This report applies only to the sample(s) tested. Supporting laboratory documentation is available upon request. This report must not be reproduced except in full, unless approved by SGS. The client is solely responsible for the use and interpretation of test results and reports requested from SGS. This report must not be used by the client to claim product endorsement by NVLAP or any other agency of the U.S. Government. SGS is not able to assess the degree of hazard resulting from materials analyzed. SGS reserves the right to dispose of all samples after a period of thirty (30) days, according to all state and federal guidelines, unless otherwise specified. All samples were received in acceptable condition unless otherwise noted.

BULK SAMPLING CHAIN OF CUSTODY



Client/Project Name: City of Sparks
Sparks Heritage Museum
 Project #: 26 RN 1197
 Work Area: Roof
 Sampling Technician(s): Dana Carlton

Date Sampled: 3-5-24
 Sample/Analysis Method: PLM Point Count 400
 Turnaround Time: Same Day 1-day 2-day 3-day
 Due Date/Time: 3-12-24
 Email Report to: tlopeman@risknomicsllc.com, dcarlton@risknomicsllc.com & cbrannen@risknomicsllc.com

Sample Number	Material Description	Material Locations	Qty SF/LF	Friable NF/F	Damage ND/D/SD
01	Field SE Corner	Built up Roofing			
02	Built up Roof	Field Center			
03	" "	Field NW			
04	Field	North end West			
05	" "	North end East			
06	Concrete Top Cap	Parrapet Wall Top			
07		" "			
08		" "			
09	Red Brick & Mortar	Parrapet Wall			
10					
11					
12	Penetration Mastic	NW			
13		North Center			
14		Center			

RECEIVED
 MAR 12 2024
 BY: [Signature]
 Gestre Lazaro
 09:30 FE

Delivered Via (Circle One): FedEx UPS Drop-Off Total No. of Samples Submitted: 4
 Relinquished by: Dana Carlton Date/Time: 3-6-24 Received by: [Signature] Date/Time: 3/6/24 9:40 FE

Field Sketch



Employee Credentials

mm

STATE OF NEVADA
DEPARTMENT OF BUSINESS AND INDUSTRY
DIVISION OF INDUSTRIAL RELATIONS
Occupational Safety and Health Administration
Asbestos Control Program

Certifies That Dana Carlton
Risk Nomics, LLC
is Licensed As Asbestos Abatement Consultant

License No. IJPM-883 Expiration Date 10/29/2026

Signature Of Licensee Dana J Carlton

Forensic Analytical Consulting Services, Inc.

This is to confirm that

Dana Carlton

Has attended the four-hour

AHERA Refresher Course for Asbestos Inspectors

And has completed the requisite training for asbestos accreditation under TSCA Title II

Course Date: 10-30-2025 to 10-30-2025

Certificate Number: PETBIR2025265

Valid Until: October 30, 2026

Cal/OSHA Approval Number: CA-025-06



Fred J. Vinciguerra, Chief Executive Officer
Forensic Analytical Consulting Services, Inc.
21228 Cabot Blvd, Hayward, CA 94545
(800) 677-1483

STATE OF NEVADA

DEPARTMENT OF BUSINESS AND INDUSTRY

W

DIVISION OF INDUSTRIAL RELATIONS

Occupational Safety and Health Administration

Asbestos Control Program

Certifies That Christie Brannen

RiskNomics LLC

is Licensed As Asbestos Abatement Consultant

License No. IJM-1740

Expiration Date 05/01/2026

Signature Of Licensee

C. Brannen

Forms

(to be used following award of bid)

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



TITLE
BID # BIDNUMBER
PWP# PWPNUMBER

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

W I T N E S E T H

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

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

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

NOW, THEREFORE, IT IS AGREED as follows:

1. Scope of Work:

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

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

2. Payment for Project Services

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

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

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



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

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

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

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

3. Time for Completion:

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

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

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

4. No Unlawful Discrimination:

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



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

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

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

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

5. No Illegal Harassment:

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

6. Lawful Performance:

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

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

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

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

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



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

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

8. Prevailing Wages:

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

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

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

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

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



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

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

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

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

9. Apprenticeship Utilization Act:

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

10. Boycott of Israel (NRS 332.065) (This Section IS IS NOT Applicable to this bid):

Pursuant to NRS 332.065 any Contract entered into under NRS Chapter 332 in which the estimated annual dollar amount exceeds \$100,000 will require written certification that the bidder is not, and will not be, engaged in a Boycott of Israel throughout the duration of the Contract. The term "Boycott of Israel" has the meaning ascribed in NRS 332.065(5). Bidder certifies that it is not, and will not be, engaged in a Boycott of Israel throughout the duration of the Contract.

11. 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.



12. 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.

13. Notices:

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

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

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

14. 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.

15. 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.

16. 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.

17. 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."

18. Insurance:

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE



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

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

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

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

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

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



Commercial General Liability

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

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

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

Minimum Limits of Insurance

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

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

Coverage Form

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

Additional Insured

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

Primary and Non-Contributory

Contractor's insurance coverage shall apply as primary insurance with respect to any other insurance or self-insurance programs afforded to City, its officers, agents, employees, and volunteers. There shall be no endorsement or modification of the CGL to make it excess over other available insurance;



alternatively, if the CGL states that it is excess or pro rata, the policy shall be endorsed to be primary with respect to the additional insured. Any insurance or self-insurance maintained by City, its officers, employees, or volunteers shall be excess of Contractor's insurance and shall not contribute with it in any way.

Waiver of Subrogation

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

Endorsements

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

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

Electronic Data Liability

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

Railroad Protective Liability

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

Business Automobile Liability

Minimum Limits of Insurance

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

Coverage Form

Coverage shall be at least as broad as the unmodified Insurance Services Office (ISO) Business Automobile Coverage form CA 00 01 10/13, CA 00 25 10/13, CA 00 20 10/13 or substitute form providing equivalent



coverage. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos).

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

Additional Insured

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

Endorsements

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

Waiver of Subrogation.

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

Workers’ Compensation and Employer’s Liability

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

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

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



prior to the signing of this Contract.

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

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

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

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

Minimum Limits of Insurance

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

Coverage Form

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

OTHER INSURANCE COVERAGES (IF APPLICABLE)

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

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



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

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

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

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

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

ALL COVERAGES

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

DEDUCTIBLES AND RETENTIONS

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

OTHER INSURANCE PROVISIONS

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

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

ACCEPTABILITY OF INSURERS



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

VERIFICATION OF COVERAGE

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

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

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

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

SUBCONTRACTORS

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

MISCELLANEOUS CONDITIONS



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

19. 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) **\$AMOUNT** for each **_____** day of delay until delivery is completed; the Contractor shall be liable to the City of Sparks for the amount herein. This amount may be deducted from money due or to become due to the Contractor as compensation under this proposal in the event the Contractor fails to meet delivery schedules or product specifications.

20. 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.

21. 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.



22. 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.

23. 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.

24. 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.

25. 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.

26. 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.

27. 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.

28. Execution:

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



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

(Vendor)

CITY OF SPARKS, NEVADA
A Municipal Corporation

By: _____

By: _____
Ed Lawson, Mayor

(Title)

APPROVED AS TO FORM

ATTEST:

City Attorney

City Clerk

CITY OF SPARKS, NEVADA - BOND OF FAITHFUL PERFORMANCE

Bid #: _____

Bond #: _____

Surety Rating: _____

NV License #: _____

Appt. Agent Countersigning - List below with address

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the City of Sparks in the State of Nevada has awarded to **CONTRACTORNAME** hereinafter designated as the "Principal" a contract for Bid # **25/26-014**, PWP # **WA-2026-383**, for the **SPARKS HERITAGE MUSEUM ROOF REPLACEMENT PROJECT** and

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

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

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

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

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

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

Principal

By _____

Surety
By _____

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

Bid #: _____

Bond #: _____

Surety Rating: _____

NV License #: _____

Appt. Agent Countersigning - List below with address

KNOW ALL MEN BY THESE PRESENTS: That WHEREAS, the City of Sparks in the State of Nevada, has awarded to **CONTRACTORNAME** hereinafter designated as the “Principal” a contract for Bid # **25/26-014**, PWP # **WA-2026-383**, for the **SPARKS HERITAGE MUSEUM ROOF REPLACEMENT PROJECT** and

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

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

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

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

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

Principal

By _____

Surety

By _____