

CONTRACT DOCUMENTS

FOR

Invitation to Bid

For

White Pine County School District Roof Projects

WPCSD-DW-2025-02

1135 Ave C, Ely

WHITE PINE COUNTY, NEVADA

Phone: 775-289-4851

Release Date: **March 10, 2025**

Pre-Bid Conference Date: **March 24, 2025 11:00 AM**

Deadline for RFI Submittals: **March 28, 2025 12:00 PM**

Bid Opening Date and Time: **April 07, 2025 11:30 AM**

Approximate Award Date: **May 6, 2025**

Approximate Construction Start Date: **June 9, 2025**

Approximate Construction Duration: **60 Days for Overall Scope**

Refer to Instruction to Bidders for the complete Invitation to Bid schedule

For additional information, please contact:

Paul Johnson: CFO

1135 Ave C

ELY, NEVADA 89301

Email address: Paul.johnson@wpcnadmin.com

WPCSD ROOF PROJECTS
WPCSD-DW-2025-02

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VENDOR INFORMATION SHEET FOR INVITATION TO BID

Vendor Must:

- A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 will be used for development of the contract;
- B) Type or print responses; and
- C) Include this Vendor Information Sheet in Tab III of the Technical Proposal.

V1	Company Name	
----	--------------	--

V2	Street Address	
----	----------------	--

V3	City, State, ZIP	
----	------------------	--

V4	Telephone Number	
	Area Code:	Number:
		Extension:

V5	Facsimile Number	
	Area Code:	Number:

V6	Licensure Numbers	
	DUNS:	NV Contractors:

V7	Contact Person for Questions / Contract Negotiations, including address if different than above	
	Name:	
	Title:	
	Address:	
	Email Address:	

V8	Telephone Number for Contact Person		
	Area Code:	Number:	Extension:

V9	Facsimile Number for Contact Person		
	Area Code:	Number:	Extension:

V10	Name of Individual Authorized to Bind the Organization	
	Name:	Title:

V11	Signature (Individual must be legally authorized to bind the vendor per NRS 333.337)	
	Signature:	Date:

ACRONYMS / DEFINITIONS

For the purposes of this INVITATION TO BID, the following acronyms/definitions will be used:

Acronym	Description
<i>Awarded Vendor</i>	The organization/individual that is awarded and has an approved contract with Nye County School District for the services identified in this INVITATION TO BID.
<i>WPCSD or District</i>	White Pine County School District
<i>Confidential Information</i>	Any information relating to the amount or source of any income, profits, losses or expenditures of a person, including data relating to cost or price submitted in support of a bid or proposal. The term does not include the amount of a bid or proposal. Refer NRS §333.020(5) (b).
<i>Contract Approval Date</i>	The date the WPCSD officially approves and accepts all contract language, terms and conditions as negotiated between NCS D and the successful vendor.
<i>Contract Award Date</i>	The date when vendors are notified that a contract has been successfully negotiated, executed and is awaiting approval of the WPCSD.
<i>Contractor</i>	The company or organization that has an approved contract with WPCSD for services identified in this INVITATION TO BID. The contractor has full responsibility for coordinating and controlling all aspects of the contract, including support to be provided by any subcontractor(s). The contractor will be the sole point of contact with WPCSD relative to contract performance.
<i>County</i>	White Pine Country, Nevada and any agency identified herein.
<i>Cross Reference</i>	A reference from one document/section to another document/section containing related material.
<i>Exception</i>	A formal objection taken to any statement/requirement identified within the INVITATION TO BID.
<i>Key Personnel</i>	Contractor/Vendor staff responsible for oversight of work during the life of the project and for deliverables, as applicable.
<i>LOI</i>	Letter of Intent – pending notification of WPCSD intent to award a contract to a vendor, pending successful negotiations.
<i>May</i>	Indicates something that is not mandatory but permissible.
<i>Must</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>NAC</i>	Nevada Administrative Code –All applicable NAC documentation may be reviewed via the internet at: www.leg.state.nv.us .

ACRONYMS / DEFINITIONS

For the purposes of this INVITATION TO BID, the following acronyms/definitions will be used:

Acronym	Description
<i>NOA</i>	Notice of Award – formal notification of the WPCSD decision to award a contract, pending WPCSD approval of said contract, any non-confidential information becomes available upon written request.
<i>NRS</i>	Nevada Revised Statutes – All applicable NRS documentation may be reviewed via the internet at: www.leg.state.nv.us .
<i>Owner</i>	Owner/Owner Representative
<i>Pacific Time (PT)</i>	Unless otherwise stated, all references to time in this INVITATION TO BID and any subsequent contract are understood to be Pacific Time.
<i>Proprietary Information</i>	Any trade secret or confidential business information that is contained in a bid or proposal submitted on a particular contract. (Refer to NRS 333.020 (5) (a).
<i>Public Records</i>	All books and public records of a governmental entity, the contents of which are not otherwise declared by law to be confidential must be open to inspection by any person and may be fully copied or an abstract or memorandum may be prepared from those public books and public records. (Refer to NRS 333.333 and NRS 600A.030 [5]).
<i>Redacted</i>	The process of removing confidential or proprietary information from a document prior to release of information to others.
<i>INVITATION TO BID</i>	Invitation to Bid; a written statement which sets forth the requirements and specifications of a contract to be awarded by competitive selection NRS §333.020(7).
<i>Shall</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.
<i>Should</i>	Indicates something that is recommended but not mandatory. If the vendor fails to provide recommended information, the State may, at its sole option, ask the vendor to provide the information or evaluate the proposal without the information.
<i>State</i>	The State of Nevada and any agency identified herein.
<i>Subcontractor</i>	Third party, not directly employed by the vendor, who will provide services identified in this INVITATION TO BID. This does not include third parties who provide support or incidental services to the vendor.

ACRONYMS / DEFINITIONS

For the purposes of this INVITATION TO BID, the following acronyms/definitions will be used:

Acronym	Description
<i>Trade Secret</i>	Information, including, without limitation, a formula, pattern, compilation, program, device, method, technique, product, system, process, design, prototype, procedure, computer programming instruction or code that: derives independent economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by the public or any other person who can obtain commercial or economic value from its disclosure or use; and is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.
<i>Vendor</i>	Organization/individual submitting a proposal in response to this INVITATION TO BID.
<i>Will</i>	Indicates a mandatory requirement. Failure to meet a mandatory requirement may result in the rejection of a proposal as non-responsive.

WHITE PINE COUNTY SCHOOL DISTRICT OBSERVED HOLIDAYS

The White County School District observes the holidays noted in the following table:

Holiday	Day Observed
New Year's Day	January 1
Martin Luther King Jr.'s Birthday	Third Monday in January
Presidents' Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Nevada Day	Last Friday in October
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Christmas Day	December 25

NOTICE TO CONTRACTORS

1. Contract Documents for this Project will be available to each bidder for the cost of reproduction at:

Sierra Contractors Source: Building and Construction Network (www.scsplanroom.com)

In order to appear on the Plan Holder's List, receive addendums and remain on the plan Holder's listing, prospective bidders must purchase at least one official and complete set of plans and specifications from the source as noted above.

2. The General Scope of Work is as follows: (See the full scope in "Scope of Work" section in released docs)
Baker Hall: The removal of the existing roofing, repair all dry rot wood decking and fascia, install all new edge metal, install new asphalt shingles, install new low slope roofing, and flashing per attached specifications.

Selected roofing contractor will be responsible for scheduling and coordination of all work performed with White Pine County School District.

3. The scope of work shall be substantially complete in compliance with the schedule and all punch list items

completed within Sixty (60) calendar days from the date of notice to proceed.
This project is expected to commence on or about June 09, 2025.

All questions are required to be submitted to WPCSD for review by 12:00 PM on March 28, 2025, in order to allow time to review and respond.

4. **There will be a Pre-bid conference on March 10th, 2025 at 11:00AM at the Baker Hall 455 Elko Street, Baker Nevada 89311**
This pre-bid conference is Mandatory for all Prime Contractors and optional for subcontractors.

5. To assure consideration, all proposals shall be made on the blank form of proposal attached to these Specifications and shall be enclosed and sealed in an envelope which is addressed to White Pine County School District – 1135 Ave C, Ely, Nevada 89301, and marked:

White Pine County School District – Roof Projects: **WPCSD-DW-2025-02**

No proposal will be considered unless accompanied by cashier's check, certified check, or bid bond in an amount equal to **five percent (5%)** of the bid, made payable to White Pine County School District, as provided for in the General Provisions.

6. Sealed proposals will be received in the Office of the **WHITE PINE COUNTY SCHOOL DISTRICT – DISTRICT OFFICE**
1135 Ave C, Ely, Nevada 89301, until

11:30

Monday

A.M.

April 7, 2025

will be opened and reviewed publicly the same day in the District Office Conference Room, in the District Office building, at 1135 Ave C, Ely, Nevada 89301. The White Pine County School District will consider award of the contract at a subsequently regularly scheduled meeting.

SCOPE OF WORK

1. **WORK UNDER THIS CONTRACT:** includes but is not limited to, all non-owner provided material, labor, tools, expendable equipment, utility and transportation service, any and all travel expenses, and all incidental items necessary to perform and complete the required Scope of Work in a workmanlike manner, complete and on schedule, and per specifications

a. The Site Address of the Work to be performed is:

455 Elko Street, Baker Nevada 89311

b. The Scope of Work includes the following:

The scope of work for this project will be as follows:

This project will be a Prevailing Wage Project and all work shall comply with NRS requirements relating to Prevailing Wage Rates.

Roof Projects: White Pine County School District

Baker Hall

- Remove existing roof system
- Replace all dry rot wood decking and fascia
- Install new underlayment
- Install new high wind dimensional shingles
- Install new gutter, downspouts, and edge metal
- Install new low slope membrane

General:

- The roofing contractor shall allow for any rooftop equipment access and crane, equipment rental, etc. in the submitted bid. The roofing contractor is encouraged to work with any other trade contractor for the access required to ensure that the scheduling of such equipment is worked out.
- The roofing contractor shall provide all weather, security and life safety protection as required/directed to all areas of the project as required for the duration of the project. This shall include covering/protecting all openings/penetrations if any predicted precipitation is forecast for off work hours. The roofing contractor is responsible to provide all temporary protections during the work necessary to ensure that no leaks occur within the building being worked on.
- The Garland representative will be available if required to review roof condition and discuss any questions regarding the roofing scope, specifications and demolition of the existing roofing.
- The selected Roofing Contractor shall allow for coordination with any trade contractor to be selected for scheduling of work to be performed and timing of any phases as noted above. The Project Manager and Owner will not be responsible for the accuracy of scheduling and this should be allowed for in the bid price submitted utilizing the knowledge of time required for the work to be performed and the phases. The anticipated start date is June 09 2025 with roofing scheduling to work with this start date. Verify all dates and scheduling.

2. **BID ALTERNATES**

There will be NO Bid Alternates as part of this Bid Submittal:

3. **LIMITATIONS OF WORK** consist of the following: Work will be done while employees are working in their offices; some work may need to be completed after hours if there is not access or a potential disruption to work could occur. There will be no additional charges for afterhours work. All inspections and testing will have to be scheduled. Typical work hours will be Monday through Friday. Prime contractor shall submit proposed work schedule for all trades as a running 3 week look ahead for submittal to Project Manager and WPCSD staff. Precautions such as implementation of safe zones while working in public areas will be required. Noise and air pollution controls will be required to prevent noise in adjacent areas as well as to control air pollution and intake of debris into adjacent equipment. Access limitations, equipment storage and other considerations regarding working within secured areas will be discussed at the mandatory Pre-Bid meeting. Background checks may be required for any employees that will work within any secured areas of the facility.
4. **CONFORM WITH THE FOLLOWING SCHEDULE:** The scope of work shall be substantially completed in compliance with the contract documents.
Approximate project duration is **60 Days** **(Sixty Days)**
calendar days Contractor to provide a detailed construction schedule as previously indicated in the "Notice to Contractors" section. This is a re-roof to a designated area of building. Work must be complete on or before August 08th 2025.
5. **PERMITS AND LICENSES:** The Prime Contractor shall procure, at their expense, all permits, licenses, insurance policies, etc. as may be necessary to comply with Federal, State or local laws in the performance of the work, unless noted otherwise in the Specifications. All work to be performed shall be done by qualified and appropriately licensed Nevada contractors.

INSTRUCTIONS TO BIDDERS

Proposals, to be entitled for consideration, must be made in accordance with the following instructions:

Proposals shall be made on the form provided in these Bid Documents, and all applicable blank spaces in the form shall be completed by bidder; numbers for item bid shall be stated both in writing and in figures; the signatures of all persons shall be in longhand; and the completed form shall be without interlineation, alterations, exclusions or erasure. The form shall be enclosed and sealed in an envelope which is to be titled:

**White Pine County School District-Roof Projects
WPCSD-DW-2025-02**

and addressed to **WHITE PINE COUNTY SCHOOL DISTRICT**, 1135 Ave C, Ely Nevada 89301. All notarized areas to be original signatures on the supplied form. No third-party forms accepted.

All questions and correspondence shall be directed to the following person: All requests for information shall be directed via email to the following:

Paul Johnson
CFO
Email: paul.johnson@wpcnadmin.com

Should a bidder find discrepancies or omissions within the contract documents shall at once notify the WPCSD CFO, using a RFI, submit RFI by email only to Paul Johnson, no other forms will be accepted. All RFI's will be answered and emailed back to all bidders.

Any addendums related to discrepancies or omissions will become part of the bid package.

The deadline for submittal of questions will be:

12:00 PM on March 28, 2025

Any addendum issued to bidders by the WPCSD Project Manager during the course of the bidding process shall be covered in the bid proposal and in the signed agreement and will become a part thereof.

1. Proposals shall not contain any recapitulation of the work to be done. No oral, telegraphic or telephonic proposals or modifications, partial or incomplete bids will be accepted.
2. Bidders shall visit the site and know all requirements of work within these Construction Documents Specifications to their satisfaction before submitting a bid. Coordinate all site visits with the WPCSD Project Manager.
3. No proposal will be considered unless accompanied by cashier's check, certified check, or bid bond in an amount equal to five percent (5%) of the bid, made payable to the White Pine County School District as provided in the General Conditions

4. Following receipt of written notification of contract award, the Prime Contractor shall execute and return the Agreement within ten (10) calendar days. The Notice to Proceed will be issued by White Pine County School District after execution of the contract, and confirm the date by which work under the contract must commence.
5. A Labor & Material Payment Bond and a Performance & Completion Bond, each in an amount equal to one hundred percent (100%) of the total contract sum, shall be provided by the successful contractor in accordance with the forms as shown on Pages L1 through L2 and PB1 through PB2 herein. Said bonds shall be in favor of "White Pine County School District".
6. Bidders' attention is directed to the Construction Insurance Specifications attached as Exhibit "A". The successful bidder shall be required to comply with such provisions.
7. The WPCSD reserves the right to reject any or all bids and to withhold award for up to sixty (60) days. If there are minor irregularities or informalities in any bid or in the bidding process, the WPCSD reserves the right to waive provisions of the Specifications relating to said minor irregularities or informalities.
8. In the event that the Contract sum is One Hundred Thousand Dollars or more, Contractor agrees that he shall pay the prevailing wage rates in effect at the time of the bid and comply with NRS 338. The Contractor shall forfeit, as a penalty to the Owner, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed:

- 1) Is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under him.
- 2) Is not reported to the labor commission and the owner.

In addition, Contractor shall keep accurate records showing the name, occupation and actual per diem wages and benefits paid to each workman employed by him in connection with this project. The records shall be open to inspection by the Owner, its officers and agents and at all reasonable hours. **This project may be required to pay Prevailing Wages due to overall scope of the entire project.**

9. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.
10. The Prime Contractor, each subcontractor and other persons who provide labor, equipment, materials, supplies or services for the public work must comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public work.
11. Award of the bid will be made to the lowest, responsive and responsible bidder as determined by the Owner in compliance with the bid documents with all required documents and information requested and which in Owner's sole judgment best meet the Owner's needs. In the event that additive alternative bid items are requested by Owner, the Owner reserves the right, within its sole judgment and discretion, to determine the low bidder based on the "base bid" alone, and then select the additive alternates that best suit the needs of the Owner.
12. The Bidder's attention is directed to NRS 338.147. All bidders who would like to claim preferential bidder status should read the "Preferential Bidder Status" form and submit required documents with the Bid Proposal and Schedule.
13. Pursuant NRS 338.142 a person or firm who files a notice of protest regarding the award of a public works contract is required to post with the White Pine County School District a security in the form of; a bond, or certificate of deposit containing an acknowledgement by a qualified financial institution that a sum of money has been received. The security shall be equal to the lesser of twenty five percent of the value of the Protester's bid or \$250,000. The security is required to be posted at the time of the filing of the written notice of protest.

BID PROPOSAL

WHITE PINE COUNTY SCHOOL DISTRICT
C/O CFO
1135 Ave C
Ely, Nevada 89301

Gentlemen:

I (we) hereby submit my (our) proposal bid for the:

White Pine County School District -Roof Projects – **WPCSD-DW-2025-02**

In compliance with your published Invitation to Bid, the undersigned as bidder declares that he has carefully examined the location of the proposed work and the Plans and Specifications therefore, together with addenda numbered _____ through _____,

and I (we) propose and agree that if this proposal is accepted, I (we) will contract with the White Pine County School District to provide all necessary labor, machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the materials required to complete construction of the project, in a satisfactory manner at the prices stated in the bid proposal.

Construction shall be in strict conformity with the Plans, Specifications, and contract documents prepared therefore, which hereby are made a part of this proposal.

The bidder proposes and agrees to contract with White Pine County School District to furnish and perform all of the described work, including subsidiary obligations as defined in said contract documents and specifications and to complete the work in the manner and within the time limits set forth in the Contract Documents.

BID SCHEDULE

BASE BID:

The undersigned, having examined the Contract Documents prepared by White Pine County School District, 1135 Ave C, Ely, NV 89301 dated **March 10, 2025**, and having visited the site and examined all conditions affecting the work, hereby proposes and agrees to furnish all labor, materials, equipment, facilities, taxes, permits, insurance and means of construction necessary for the

work of the:

White Pine County School District-Roof Projects – WPCSD-DW-2025-02,

in accordance with the Contract Documents for the stipulated sum(s) as follows:

Baker Hall: AMOUNT _____ dollars (\$ _____)

Wood Deck replacement per sq. ft.: _____ dollars (\$ _____)

Wood Fascia replacement per lin. ft.: _____ dollars (\$ _____)

If the undersigned be notified of the acceptance of his proposal, he agrees to execute the Agreement within ten (10) calendar days for the work covered in his proposal for the above stated prices as full compensation for furnishing all materials and labor, and doing all of the work, in strict accordance with the contract documents, to the satisfaction of the Project Manager.

he undersigned further agrees to commence the work within the time stated in the Notice to Proceed and to complete the work specified within the time stated in the Agreement.

The undersigned states that he has a thorough understanding of the conditions embodied in the contract documents and specifications.

Enclosed find cashier's check, certified check, or bid bond in an amount equal to at least five percent (5%) of the total amount bid.

Name of Firm _____

By _____

Address _____

Nevada Contractor's License No. _____

Date _____

WITNESS

PREFERENTIAL BIDDER STATUS

A copy of a valid ***Certificate of Eligibility*** to receive a preference in bidding on White Pine County School District projects issued to him/her by the State Contractors' Board must be submitted with his/her bid to **White Pine County School District** in accordance with N.R.S. 338.147 for the preference to be considered. This statute does not apply to projects expected to cost less than \$100,000.00.

[An example of the reference Bidding Certifications is shown on next page.]

EXAMPLE OF NSCB CERTIFICATE OF ELIGIBILITY



NEVADA STATE CONTRACTORS BOARD

9670 GATEWAY DRIVE, SUITE 100, RENO, NEVADA, 89521 (775) 688-1141 FAX (775) 688-3271, INVESTIGATIONS (775) 688-1150
2310 CORPORATE CIRCLE, SUITE 200, HENDERSON, NEVADA, 89074 (702) 486-1100 FAX (702) 486-1190, INVESTIGATIONS (702) 486-1110

SAMPLE CERTIFICATE FOR INFORMATIONAL PURPOSES ONLY

CERTIFICATE OF ELIGIBILITY PER NRS 338.147 and NRS 338.1389

CERTIFICATE NUMBER: _____

(HEREIN THE "GENERAL CONTRACTOR") NEVADA STATE CONTRACTORS'
LICENSE NUMBER: _____ ORIGINAL ISSUE DATE: _____ BUSINESS TYPE: _____
CLASSIFICATION: _____ MONETARY LICENSE LIMIT: _____

STATUS: ACTIVE, IS HEREBY ISSUED THIS CERTIFICATE BY THE NEVADA STATE CONTRACTORS' BOARD, BASED UPON THE INFORMATION CONTAINED IN THE STATEMENT OF COMPLIANCE WITH NEVADA REVISED STATUTES (NRS) 338.147 AND NRS 338.1389 AND THE AFFIDAVIT OF CERTIFIED PUBLIC ACCOUNTANT SUBMITTED TO THE NEVADA STATE CONTRACTORS BOARD AS PROOF OF CONTRACTOR'S COMPLIANCE WITH THE PROVISIONS OF NRS 338.147 AND NRS 338.1389. IN ACCORDANCE WITH THE PROVISIONS OF NRS 338.147(3), THE ABOVE-NAMED GENERAL CONTRACTOR AND A CERTIFIED PUBLIC ACCOUNTANT HAVE SUBMITTED FULLY EXECUTED AND NOTARIZED SWORN AFFIDAVITS AS PROOF OF PREFERENTIAL BIDDER STATUS, UNDER PENALTY OF PERJURY, CERTIFYING THAT THE GENERAL CONTRACTOR IS QUALIFIED TO RECEIVE A PREFERENCE IN BIDDING AS SET FORTH IN NRS 338.147 AND NRS 338.1389 AND OTHER MATTERS RELATING THERETO.

THIS CERTIFICATE OF ELIGIBILITY IS ISSUED ON _____ AND EXPIRES ON _____, UNLESS SOONER REVOKED OR SUSPENDED BY THE NEVADA STATE CONTRACTORS BOARD.

VOID, VOID, VOID, VOID, VOID, VOID, VOID, VOID, VOID, VOID,
NANCY MATHIAS, LICENSING ADMINISTRATOR DATE _____
FOR MARGI A. GREIN, EXECUTIVE OFFICER

The Nevada State Contractors Board assumes no liability or responsibility for the accuracy or validity of the information contained in the Contractors Statement of Compliance or the Affidavit of Certified Public Accountant as Proof of Contractors Compliance with the Provisions of NRS 338.147 and NRS 338.1389. The above-named General Contractor shall bear the responsibility to ascertain the accuracy and validity of the affidavits provided to support the issuance of this certificate.

PREFERENTIAL BIDDER STATUS AFFIDAVIT

(This form must be submitted with Certificate of Eligibility for Preferential Bidder Status)

I, _____ (“Affiant”), on behalf of
_____ (“Contractor”), swear and affirm that in order to
be in compliance with NRS 338.147 and be eligible to receive a preference in bidding for
Project No. **WPCSD-DW-2025-02**

(“Project”), certify that for the duration of the Project:

- (a) At least 50 percent of all workers employed on the Project, including, without limitations, any employees of the Contractor and of any Subcontractor engaged on the Project, will hold a valid driver’s license or identification card issued by the State of Nevada Department of Motor Vehicles (“DMV”);
- (b) All vehicles used primarily for the Project will be:
 - (1) Registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 706.826; or
 - (2) Registered in the State of Nevada;
- (c) The Contractor and any Subcontractor engaged on the Project will maintain and make available for the inspection within this State his or her records concerning payroll relating to the Project.
- (d) At least 25 percent of the suppliers of the materials used for the Project will be located in the State of Nevada; and

Upon submission of the State Contractors’ Board certificate of eligibility to receive a preference in bidding on public works and this Affidavit, Contractor recognizes and accepts that failure to comply with the requirements herein, including all recording keeping obligations detailed in the General Conditions, : 1) is a material breach of the Contract; 2) may result in the loss of a preference in bidding public works for five (5) years and/or the ability to bid on any contracts for public works within the State of Nevada for one (1) year; and 3) may entitle the Owner to civil damages in the amount of ten (10) percent of the Contract Price. The Contractor acknowledges that he/she is required to follow the requirements regardless of whether the bidder’s preference was considered in determining the lowest responsive and responsible bidder on the Project.

By: _____

CORPORATE SEAL

Title: _____
(Print Name of Affiant)

Signature of Affiant: _____

Date: _____

Title: _____

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

State of _____)

) ss.

Notary Signature

County of _____)

STAMP

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____
_____, as Principal, and _____

(Legal description and address of Surety)

authorized to do business of Surety in White Pine County, as Surety, are held and firmly bound unto White Pine County School District, as Owner, in the sum of _____ Dollars (\$ _____), (which is not less than 5% of the contract price) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, and administrators, successors, and assigns.

Signed this _____ day of _____, 20_____.

The conditions of the above obligation are such that whereas the principal has submitted to White Pine County School District, a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the:

White Pine County School District-Roof Projects, **WPCSD-DW-2025-02**

Now, therefore, if said bid shall be rejected, or in the alternative, if said bid shall be accepted and the Principal shall execute and deliver a Contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his Faithful Performance of said Contract, and a Bond for the payment of all persons performing labor or furnishing materials in connection therewith, and shall provide and comply with the insurance requirements, and shall in all other respects perform the agreement created by the acceptance of said bid, then this obligation shall be void.

Otherwise, the same shall remain in force and effect, and the sum herein specified paid over to the Owner, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its bond shall be in no way impaired or affected by an extension of the time within which the Owner may accept such bid; and said Surety does hereby waive notice of such extension.

In Witness, whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their officers, the day and year first set forth above.

Principal _____

(Seal)

By _____

Surety _____

By _____

STATE OF NEVADA)

) SS:

COUNTY OF White Pine)

On this _____ day of _____, 20____, personally appeared before me, a Notary

Public, _____, who acknowledged to me that he/she was the
Surety authorized to sign the foregoing Bid Bond.

(Seal)

NOTARY PUBLIC

PRIME CONTRACTOR FORM

(Firm Name)

(Nevada Contractors License #)

(Name of Officer) is authorized to bid and to enter into this Contract for the above listed firm.

The firm is: (check one)

a corporation a partnership sole proprietorship

Principal Officers:

Name	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Owners Not Listed Above:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I, _____ (Name of Officer), certify that the above lists includes all officers, owners and financial partners of the above mentioned firm corporate structures to the best of my knowledge.

Signature and Title of Officer

LIST OF SUBCONTRACTORS 5% List

SUBMITTED WITH BID

List below the name, address, and Contractor's license number of each subcontractor who will provide labor or a portion of the work on the project for which the subcontractor will be paid an amount exceeding 5 percent of the Contractor's **total bid**. In addition, for each portion of the work to be completed by a subcontractor, list that subcontractor's name, address and Contractor's license number. For each of those listed, also describe the type or kind of work the subcontractor will perform. **Per revised NRS 338.141 (as amended by SB268), the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. The prime contractor shall clearly show what quantity of work, by percentage, that will be performed by the prime contractor and each listed first tier subcontractor.**

CONTRACTOR NAME AND ADDRESS	KIND OF WORK	LICENSE NO.	% WORK PERFORMED
1. (Prime) _____ _____	_____ _____		
2. _____ _____	_____ _____		
3. _____ _____	_____ _____		
4. _____ _____	_____ _____		
5. _____ _____	_____ _____		
6. _____ _____	_____ _____		

Note: Within 2 hours after bid opening, the bidders who submitted the lowest bids must submit a list of the name and contractor's license number of each contractor who will provide labor or a portion of the work on the project for which he will be paid an amount exceeding one percent (1%) of the prime contractor's total bid or \$50,000, whichever is greater. A bidder who fails to submit the lists as required herein within the time prescribed herein shall be deemed not responsive.

A bidder whose bid is accepted may not substitute subcontractors named in the bid or listed within 2 hours after bid opening, except as provided in NRS 338.141 (3).

TWO HOUR ONE PERCENT LIST OF RESPONSIBLE TRADES

PURSUANT TO NRS 338 PRIME CONTRACTORS MUST LIST THE WORK THEY INTEND ON COMPLETING THAT MEETS THE REQUIREMENTS OF 1% ON THIS FORM

List below the name, address and contractor's license number for each company by trade who will provide labor or a portion of the work on this project for which the company will be paid an amount exceeding one percent (1%) of the prime contractor's **total bid** or \$50,000, whichever is greater. (Attach additional sheets if necessary.) **Per revised NRS 338.141 (as amended by SB268), the prime contractor shall list itself on the subcontractor's list if it will be providing any of the work on the project. The prime contractor shall clearly show what quantity of work, by percentage, that will be performed by the prime contractor and each listed first tier subcontractor.**

CONTRACTOR NAME AND ADDRESS	KIND OF WORK	LICENSE NO.	% WORK PERFORMED
1. (Prime) _____ _____	_____ _____		
2. _____ _____	_____ _____		
3. _____ _____	_____ _____		
4. _____ _____	_____ _____		
5. _____ _____	_____ _____		
6. _____ _____	_____ _____		

Note: Within 2 hours after bid opening, the bidders who submitted the lowest bids must submit a list of the name and contractor's license number of each contractor who will provide labor or a portion of the work on the project for which he will be paid an amount exceeding one percent (1%) of the prime contractor's total bid or \$50,000, whichever is greater. A bidder who fails to submit the lists as required herein within the time prescribed herein shall be deemed not responsive.

A bidder whose bid is accepted may not substitute subcontractors named in the bid or listed within 2 hours after bid opening, except as provided in NRS 338.141 (3).

Email 2-hour 1% list to: Paul Johnson at Paul.johnson@wpcnvadmin.com

AFFIDAVIT OF NONCOLLUSION

State of _____)

) SS

County of _____)

I _____ (Name of party signing this affidavit and the Proposal Form)

_____ (title) under penalty of perjury, being duly sworn

Depose and say: That _____ (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contract.

Signature

Title

SUBSCRIBED AND SWORN to before me

This _____ day of _____, 20____.

NOTARY PUBLIC

CERTIFICATE REGARDING INELIGIBLE CONTRACTORS

Certification Regarding Debarment, Suspension, and Other Ineligibility and Voluntary Exclusion from Transactions Financed in Part by The U.S. Government

I, _____, _____, hereby
(Name of Certifying Officer) (Title of Certifying Officer)

certify that _____ :
(Name of Contractor)

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any Federal department or agency or from participation in White Pine County School District WPCSD-DW-2025-02
_____ ;
2. 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;
3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 of this certification; and
4. Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State or local) terminated for cause or default.

If any Principal Participant is unable to certify to any of the statements in this certification, such prospective Principal Participant shall attach an explanation to this certification.

I hereby certify and affirm the truthfulness and accuracy of the above statement, and I understand that the provisions of 31 United States Code (U.S.C.) §3801 et seq., (Administrative Remedies for False Claims and Statements) are applicable hereto.

Name of Contractor

Street Address of Contractor

City, State, Zip

Signature

Telephone Number of Contractor

(Note: The above certification merely certifies that a Proposer and its subcontractors are not declared by the Federal Government or have not voluntarily declared themselves debarred, suspended, or declared ineligible from doing transactions with the Federal Government or any of its agencies.)

GENERAL CONDITIONS AND STANDARD SPECIFICATIONS

The “General Conditions of the Contract for Construction,” AIA Document A201-2007, Articles 1 through 15 inclusive, is part of this Contract and is incorporated as fully as if herein set forth. For brevity, AIA Document A201 is also referred to in the Contract Documents collectively as the “General Conditions.”

SUPPLEMENTARY CONDITIONS

The following supplements modify, delete and/or add to the "General Conditions of the Contract for Construction," AIA Document A201-2007. Where any portion of the General Conditions is modified, or deleted by these Supplementary Conditions, the unaltered portions of the General Conditions shall remain in effect.

ARTICLE 1 GENERAL PROVISION

1.1.1 THE CONTRACT DOCUMENTS – The Contract Documents consist of the Agreement between Owner and Prime Contractor (hereinafter the Agreement), Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of the Contract, other documents listed in the Agreement and Modifications. A Modification is (1) a written amendment to the contract issued after the execution of the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for minor change in the Work issued by the Project Designer. The following is an enumeration of all of the Contract Documents making up the Agreement (also herein and throughout the Contract Documents referred to as Contract), and they are as fully a part of the Contract as if hereto attached or herein repeated:

- Invitation to Bid
- Scope of Work
- Instructions to Bidders
- Bid Proposal and Schedule
- Bid Bond
- Prime Contractor Form
- List of Subcontractors
- Affidavit of Non-Collusion
- "Standard Form of Agreement Between Owner and Contractor" AIA Document A101-2007
- Labor & Material Payment Bond
- Performance and Completion Bond
- "General Conditions of the Contract for Construction" AIA Document A201-2007
- Supplementary Conditions
- Drawings
- Specifications (Also called Technical Specifications)
- Exhibit A - Construction Insurance Specifications
- Exhibit B - Prevailing Wage Rates (if applicable)
- Addendum
- Change Orders
- Construction Change Directives
- Any amendments made hereto

1.2.1.1 Conflict in the Construction Documents shall be brought to the attention of the Project Designer. In such instances, the following is the order of authority of the documents, the first taking highest precedence.

- Agreement between Owner and Prime Contractor
- Addendum
- Supplementary Conditions
- General Conditions
- Specifications
- Written notes, then schedules on drawings shall be followed in preference to information furnished in the form of lines on drawings
- Drawings
- Large scale drawings over small-scale drawings

In case of inconsistency between drawings and specifications or within either document not clarified by addendum, the better quality or greater quantity of work shall be provided in accordance with the Project Designer's interpretation.

- 1.2.2.1 Such organization shall not make the Project Designer an arbiter to establish subcontract limits between the Prime Contractor and Subcontractors.
- 1.2.2.2 "Work Included", "Work Excluded", and "Related Work Specified Elsewhere" are indicated throughout the Specifications as a guide only to assist the Prime Contractor. This shall not relieve the Prime Contractor from the responsibility of performing and providing the work and materials to complete this Project within the intent of the Contract Documents.
- 1.6.1 Costs may be associated with the electronic transmission of the Contract Documents. The costs will solely be borne by the Prime Contractor.

ARTICLE 2 OWNER

- 2.2.5 After award of Contract, all returned sets of bidding and construction documents will be furnished free of charge by the Owner to the Prime Contractor. If more sets are required, the Prime Contractor may acquire additional sets of documents from White Pine County School District.

ARTICLE 3 CONTRACTOR

- 3.1.4 The Prime Contractor shall provide in writing to the Owner through the Project Designer the Prime Contractor's Personnel Chart, which lists by name, job category and responsibility the Prime Contractor's primary employees who will work on the Project. The Prime Contractor shall promptly inform the Owner in writing of any proposed replacements, the reasons therefore, and the name(s) and qualification(s) of proposed replacement(s). The Owner shall have the right to reject any proposed replacement.
- 3.4.1.1 The Prime Contractor shall not allow the use of asbestos containing products, whether temporary or permanent and whether or not incorporated or to be incorporated in the work, even if the products are non-friable and/or contain minimal amounts of asbestos, and even though such products may still be legally installed.
- 3.4.1.2 The Prime Contractor shall not allow the use of lead materials in the public water applications. Lead free solder, flux and pipe must be used in all public drinking water and waste applications. Lead free solder and flux are defined as containing less than 0.2% lead, while valves, pipes and appurtenances must contain less than 8.0% lead
- 3.5.2 **Three-Year Warranty:** In addition to the warranties and guarantees set forth and elsewhere in this Contract, the Prime Contractor upon request by the Owner or the Project Designer shall promptly correct all failures or defects in its scope of the Work for a period of three (3) year after the actual date of Substantial Completion, or the date of acceptance by the Owner, whichever is later.
 - .1 The Prime Contractor shall schedule, coordinate and participate walk-through inspection of the Work one (1) month prior to the expiration of the two-year correction period, and shall notify the Owner, the appropriate Professional(s), and any necessary subcontractors and suppliers of the date of, and request their participation in, the walk-through inspection. The purpose of the walk-through inspection will be to determine if there are defects or failures which require correction.
 - .2 Should the Prime Contractor fail to promptly correct any failure or defect; the Owner may take whatever actions it deems necessary to remedy the failure or defect and the Prime Contractor

shall promptly reimburse the Owner for any expenses or damages it incurs as a result of the Prime Contractor's failure to correct the failure or defect.

- 3.6 The Prime Contractor, each subcontractor and other persons who provide labor, equipment, materials, supplies or services for the public project must comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for the public project.
- 3.7.1 Unless otherwise provided in the Contract Documents, the Prime Contractor shall secure and the Owner shall pay for the building permit. The Prime Contractor is responsible for securing and paying for other permits, fees, licenses, and inspections by government agencies necessary for proper execution and completion of the Work that are customarily secured after execution of the Contract and legally required at the time bids are received or negotiations concluded.
- 3.9.1 The Prime Contractor shall employ a competent superintendent and necessary assistant who shall be in attendance at the Project site during performance of the Work. The superintendent shall have at least 5 years of experience in the performance of the work described under this contract. The Prime Contractor shall have the ability to directly and clearly communicate with the Owner's construction team. The superintendent shall represent the Prime Contractor, and communications given to the superintendent shall be as binding as if given to the Prime Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed by written request in each case.
- 3.10.4 Early Completion: The Prime Contractor may attempt to achieve Substantial Completion on or before the required date of Substantial Completion. However, such planned early completion shall be for the Prime Contractor's sole convenience and shall not create any additional Contractor rights or Owner obligations under this Contract for Construction, nor shall it change the required dates of Substantial Completion or Final Completion. The Owner shall not pay the Prime Contractor any additional compensation for achieving Substantial Completion or Final Completion prior to the required dates nor will the Owner owe the Prime Contractor any compensation should the Owner cause the Prime Contractor not to achieve Substantial Completion earlier than the required date of Substantial Completion or Final Completion earlier than the required date of Final Completion.
- .1 The Prime Contractor may request in writing that the schedule for early completion be used to establish a new Substantial Completion date. If the Owner approves the request, the parties will execute a no cost change order that creates a new Substantial Completion date and a new Final Completion date, and reinforces that all provisions of the Contract Documents related to the Project completion, to include criteria for assessing liquidated damages, are tied to the new completion dates.

ARTICLE 4 ADMINISTRATION OF THE CONTRACT

- 4.2.1 The Project Designer does not have the authority to waive or change contract or time limits on behalf of the Owner.

ARTICLE 5 SUBCONTRACTORS

- 5.2.1 The Prime Contractor shall provide in writing to the Owner through the Project Designer the names and general Project responsibilities for each subcontractor and supplier who will be utilized by the Prime Contractor to provide goods or services with respect to the Project. The Prime Contractor shall not enter into any agreement with any subcontractor or supplier to which the Owner raises a reasonable and timely objection. The Prime Contractor shall promptly inform the Owner in writing of any proposed replacements, the reasons therefore, and the name(s) and qualification(s) of proposed replacement(s). The Owner shall have the right to reject any proposed replacement.

5.2.4 The Prime Contractor whose bid is accepted may not substitute subcontractors named in the bid or listed within 2 hours after bid opening, except as provided in NRS 338.141 (3).

ARTICLE 7 CHANGES IN THE WORK

7.3.7

- .1 For the Prime Contractor, for Work performed by his own forces, ten percent (10%) of the cost.
- .2 For the Prime Contractor, for Work performed by his Subcontractors, five percent (5%) of the amount due the Subcontractor. No additional charges will be allowed.
- .3 For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, ten percent (10%) of the cost.
- .4 For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, five percent (5%) of the amount due the Sub-subcontractor.
- .5 In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials and Subcontracts. Labor and materials shall be itemized in the manner prescribed above. Where major cost items are Subcontracts, they shall be itemized also. In no case, will a change involving over \$1,000.00 be approved without such itemization.

ARTICLE 8 TIME

8.3.4 The contract time established in the contract documents includes the anticipation of adverse weather conditions that are to be considered the "average climatic range." Adverse weather conditions not anticipatable shall include only those days causing delay in excess of those in the following table:

<u>Month(s)</u>	<u>Number of Reasonable Anticipated Days of Adverse Weather per Month</u>
May	1
June	1
July	2
August	2

Time extension requests for delays caused by additional adverse weather conditions in excess of those listed above will be evaluated individually. Inclement weather days in which no work is conducted at the project site will be considered for full day extensions. Inclement weather days in which any trade or workmen actually work on the project will be considered for a maximum of one-half daytime extension.

Any extension of time for weather delays shall be considered by the Project Designer and the Owner only when a request for such extension is made in writing by the Prime Contractor and provided further that such request shall be presented to the Project Designer or to the Owner within seven (7) days from the commencement of the period of delay.

8.3.5 Prime Contractor shall provide protection from all elements (weather), including cold weather, as required to maintain necessary environment and energy conservation to complete the Work.

ARTICLE 9 PAYMENTS AND COMPLETION

9.11 Liquidated Damages

9.11.1 The Prime Contractor and his surety, if any, shall be liable for and shall pay the Owner the sums hereinafter stipulated as liquidated damages for each calendar day of delay until the Work is substantially complete: FIVE HUNDRED dollars (\$500.00).

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

10.2.9 The Prime Contractor shall comply with all OSHA's Hazard Communication Standards.

ARTICLE 11 INSURANCE AND BONDS

ARTICLE 13 MISCELLANEOUS PROVISIONS

13.6 Interest on outstanding amounts due shall accrue on amounts owed by the Owner to the Prime Contractor which remain unpaid thirty (30) calendar days following the date on which payment is due. Said interest to be established quarterly as the highest 90-day CD rate as established by polling three major local banks.

.1 No interest shall accrue when payment is delayed because of a dispute between the Owner and the Prime Contractor, or a dispute as to the accuracy or completeness of any request for payment received. This exception to the accrual of interest shall apply only to that portion of a delayed payment, which is actually the subject of the dispute and shall apply only for the duration of such disagreement. Nor shall interest accrue on retainage, which is withheld to assure performance of this Contract.

ARTICLE 15 CLAIMS AND DISPUTES

The Prime Contractor and the Owner shall not be obligated to resolve any claim or dispute related to the contract by mediation. Any reference herein to mediation is deemed void and has no force or effect.

AGREEMENT
NAME OF Project

THIS AGREEMENT (also herein referred to as "Contract"), is made and entered into this _____ day of _____, 20____, by and between White Pine County School District, a political subdivision of the State of Nevada, hereinafter called "OWNER" and _____, a General Contractor, Nevada State License No. _____ hereinafter called the "CONTRACTOR".

WITNESSETH:

That the OWNER and the CONTRACTOR, for the consideration hereinafter named, agree as follows:

Article 1. Scope of Work

The Contractor shall furnish all of the materials and perform all of the Work described in the Specifications entitled "NAME OF Project", prepared by the Department of Community Services, which is attached hereto and incorporated herein as one of the Contract Documents identified in Article 7.

Article 2. Time of Completion

The Work to be performed under this Agreement shall be completed within NUMBER OF DAYS (X) calendar days of the "Notice to Proceed". Should the Contractor fail or refuse to complete the work within that time, along with any authorized extensions of time, there shall be deducted from monies due him, not as a penalty, but as liquidated damages, the sum of Five Hundred Dollars (\$500.00) for each additional calendar day required to complete the work.

Article 3. Progress Payments

On or about the first of each month the Contractor shall make and certify an estimate of the amount and fair value of the work done and thereupon apply for partial payment therefore. The Contractor shall revise the estimate as the Owner may direct. Whenever the monthly estimate, after approval, shows that the value of the work completed during the previous month exceeds one percent (1%) of the total contract price, the Owner will process a pay request. The Owner will thereupon cause the amount therein to be paid to the Contractor. Such certification of work performed will authorize payment in an amount equal to the value of the Work completed less any sums that may be retained by the Owner.

Pursuant to NRS 332.15, Owner shall retain 5 percent (5%) of such estimated value of the Work done as security for the fulfillment of the Contract until fifty percent (50%) of the Work required by the contract has been performed. When fifty percent (50%) of the Work has been completed to the satisfaction of the Owner, one-half (1/2) of the amount retained by Owner will be paid to Contractor. Thereafter, if in the opinion of the Owner, satisfactory progress is being made, Owner shall retain up to two and a half percent (2.5%) from monthly progress payments as part security for the fulfillment of the Contract until the Work required by the contract has been completed. No partial payment shall be made when, in the judgment of the Owner, the Work is not being diligently prosecuted by the Contractor.

The amount of payments withheld as provided herein shall be retained for a period of thirty (30) days from the date of filing of the Notice of Completion.

Owner shall pay to Contractor at the end of each quarter this Agreement is in effect, interest for the quarter on the amount withheld at a rate to be determined by Owner in accordance with NRS 338.515. If the amount due the Contractor pursuant to this provision for any quarter is less than Five Hundred Dollars (\$500.00), the Owner may withhold the interest until: (1) the end of a subsequent quarter after which the amount of interest due is Five Hundred Dollars (\$500.00) or more; (2) the end of the fourth consecutive quarter for which no interest has been paid to the Contractor; or (3) the final payment is due under the Agreement, whichever occurs first.

Contractor shall pay the Subcontractors progress payments and pay interest on amounts retained from said progress payments in accordance with the provisions of NRS 338.510 through NRS 338.535.

In accordance with NRS 244.320 and NRS 354.626, if, in any subsequent fiscal year, the County determines not to appropriate or budget funds for the purposes specified in this Contract or the County determines that it is required to amend previous appropriations or budgeted amounts to eliminate or reduce funding the purposes in this Contract, this Contract will be terminated without penalty, charge, or sanction.

Article 4. Acceptance and Final Payment

As soon as practical following the completion of the Work, the Contractor shall make request by letter to the Owner for a final inspection and acceptance of the Work, and if, in Owner's opinion, all provisions of the Specifications and Agreement have been satisfied, Owner will cause a Notice of Completion to be filed with the County Recorder.

At the expiration of thirty (30) calendar days following the filing of the Notice of Completion, final payment shall be made as follows: After deducting all previous payments from the total value of the work, the remaining balance shall be paid, providing that no claims, liens or outstanding debts have been filed against the work, and the contract is not subject to arbitration or litigation between parties. Notwithstanding the expiration of thirty (30) calendar days, the Contractor, upon demand by the Owner, shall submit evidence satisfactory to the Owner that all payrolls, materials, bills, and other indebtedness relating to the work performed, have been paid before final payment is made.

Article 5. The Contract Sum

The Owner shall pay to Contractor, as full compensation for furnishing all materials and labor and doing all the Work in strict accordance with the Specifications and to the satisfaction of the Owner, the amount of **LEGAL AMOUNT Dollars (\$X)**. This sum is to be paid in the manner and under the conditions more specified.

Article 6. Performance and Payment Bonds

The Contractor agrees that it will before this Contract becomes effective, furnish the Owner a Faithful Performance Bond and a Labor and Material Payment Bond, furnished by a company or companies acceptable to the Owner, each in an amount equal to one hundred percent (100%) of the total Contract sum.

The Faithful Performance Bond shall be conditioned that the Work under the Contract shall be performed in accordance with the Specifications and terms of this Agreement and shall guarantee the Work for a period of two (2) years.

Labor and Material Payment Bond shall be conditioned to provide and secure payment for all material, provisions, provender and supplies, teams, trucks and other means of transportation used in, or upon or about the Work and for any labor done thereon.

Article 7. The Contract Documents

The following is an enumeration of the Contract Documents, which are attached hereto and fully incorporated by reference as part of the Contract:

1. DRAWINGS
2. NOTICE TO CONTRACTORS
3. INSTRUCTION TO BIDDERS
4. BID FORM
5. GENERAL CONTRACTOR BUSINESS FIRM INFORMATION
6. BID BOND
7. PREFERENTIAL BID STATUS
8. LOCAL PREFERENCE BIDDING AFIDAVIT
9. LIST OF SUBCONTRACTORS SUBMITTED WITH BID
10. TWO HOUR ONE PERCENT LIST OF RESPONSIBLE TRADING COMPANIES
11. AFFIDAVIT OF NON-COLLUSION
12. DEBARMENT CERTIFICATE
13. AGREEMENT
14. PERFORMANCE AND COMPLETION BOND
15. LABOR AND MATERIAL PAYMENT BOND
16. GENERAL PROVISIONS (STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION, latest edition) by reference.
17. SPECIAL PROVISIONS
18. TECHNICAL SPECIFICATIONS
19. ATTACHMENT 1 - PUBLIC WORKS CONSTRUCTION INSURANCE SPECIFICATIONS
20. ATTACHMENT 2 – GEOTECHNICAL INVESTIGATION
21. ATTACHMENT 3 – 2015 PREVAILING WAGE RATES – WASHOE COUNTY
22. ADDENDA (if necessary)
23. ANY VALIDLY EXECUTED CHANGE ORDER, DIRECTIVES OR AMENDMENTS HERETO

Article 8. Nondiscrimination: In accordance with NRS 338.125, 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. This agreement not to discriminate includes, but is not limited to, decisions with respect to the following: 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 apprenticeship. Any violation of such provision by the Contractor shall constitute a material breach of the Contract. Further, Contractor agrees to insert this nondiscrimination provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Article 9. Veteran's Preference

Contractor agrees to give preference as provided in NRS 338.130. If this provision is not complied with, the Contract shall be void, and any failure or refusal to comply with this provision shall render the Contract void.

Article 10. Prevailing Wage Rates

In the event that the Contract sum is One Hundred Thousand Dollars or more, Contractor agrees that he shall pay the prevailing wage rates in effect at the time of the bid and comply with NRS 338. The Contractor shall forfeit, as a penalty to the Owner, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed:

- 1) Is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under him.
- 2) Is not reported to the labor commission and the Owner.

In addition, Contractor shall keep accurate records showing the name, occupation and actual per diem wages and benefits paid to each workman employed by him in connection with this project. The records shall be open to inspection by the Owner, its officers and agents and at all reasonable hours.

Article 11. Indemnification/Hold Harmless

White Pine County School District has established specific indemnification and insurance requirements for agreements/contracts with Contractors to assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that Contractors accept and are able to pay for the loss liability related to their activities. Attachment 1 is included by reference. All conditions and requirements identified in this Attachment shall be completed prior to the commencement of any work under this Agreement.

If this provision is not complied with, the Contract shall be void, and any failure or refusal to comply with this provision shall render the Contract void.

Article 12. Termination

In addition to other provisions of this Agreement, Owner has the right to terminate the Agreement without cause at any time upon giving Contractor seven (7) day notice in writing. In the event the Agreement is terminated by Owner in accordance with this provision, Owner agrees to pay Contractor for all Work satisfactorily completed and for materials installed prior to the date of termination.

In the event that no funds or insufficient funds are appropriated and budgeted or are otherwise unavailable by any means whatsoever in any fiscal year for payments due under this Contract, Owner will immediately notify Contractor of such occurrence and this Contract shall terminate on the last day of the fiscal year for which appropriations were received, without penalty or expense to White Pine County School District of any kind whatsoever, except the portions of payments herein agreed on for which funds shall have been appropriated and budgeted or are otherwise available.

IN WITNESS, WHEREOF, the parties hereto have executed this Agreement the day and year first above written

WHITE PINE COUNTY SCHOOL DIST

Paul Johnson
CFO

ATTEST:

CONTRACT

By: _____

Title: _____

Date: _____

STATE OF NEVADA)

) SS:

WHITE PINE COUNTY)

On this ____ day _____, 20____, personally appeared before me, a Notary Public, _____, who acknowledged to me that he/she executed the foregoing Agreement.

NOTARY PUBLIC

Sample Form

LABOR AND MATERIAL PAYMENT BOND

FOR PUBLIC WORKS REQUIRED PURSUANT TO NRS CHAPTER 338

KNOW ALL MEN BY THESE PRESENTS: That

(Name and Address [or legal description] of Prime Contractor)

as Principal, hereinafter called "Principal", and

(Legal Designation and Address of Surety)

authorized to do business of surety in the State of Nevada, as Surety, hereinafter called "Surety", are held and firmly bound unto White Pine County School District, a political subdivision of the State of Nevada, as Oblige, hereinafter called "Owner", for the use and benefit of claimants supplying labor or materials to the Principal or to any of the Principal's subcontractors in the prosecution of the work provided for in the Contract referred to

below in the amount of _____ Dollars
(\$_____) said sum being 100% of the contract amount payable by the Owner under the terms of the Contract referred to below, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has written agreement dated _____, 20__,

entered into contract with Owner for the " _____ " which contract and its plans and specifications are attached hereto and by reference made a part hereof, as if fully and completely set out in full herein, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, and shall save and hold harmless and indemnify Owner from and against any and all claims and demands of liens for work performed and materials supplied, then this obligation shall be void; otherwise, it shall remain in full force and effect.

THIS BOND is executed for the purpose of complying with the laws of the State of Nevada as contained in Chapter 339 of Nevada Revised Statutes and all acts amendatory thereof and supplemental thereto, and this Bond shall inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in or furnish appliances, teams or power contributing to the work described in said contract, in accordance with provisions of Chapter 339 of Nevada Revised Statutes.

Any suit or action brought on this bond shall be maintained in accordance with provisions as set forth in Chapter 339 of NRS, and all acts amendatory thereof and supplemental to.

IN WITNESS, WHEREOF, the above bounden Principal and the above bounden Surety have hereunto set their hands and seals, this _____ day of _____, 20____.

By: _____

PRINCIPAL

(Note: Signature to be Notarized)

Type: _____

Title: _____

State of Nevada Contractor's License # _____ Subscribed and sworn to before me this

_____ Day of _____, 20____.

Notary Public

Surety:

Name of Surety

By: _____

(Note: Signature to be Notarized)

Type: _____

Attorney-in-Fact

Amount of Bond Premium (to be filled in by the Surety Company):

\$ _____

Subscribed and sworn before me this _____ day of _____, 20____.

Notary Public

Surety's Licensed Nevada Resident Agent:

Company Name

Address

Telephone

By: _____

(Note: Signature to be Notarized)

Type: _____

Bond No. _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

PERFORMANCE AND COMPLETION BOND

FOR PUBLIC WORKS REQUIRED PURSUANT TO NRS CHAPTER 338

KNOW ALL MEN BY THESE PRESENTS: That _____

(Name and Address [or legal description] of Prime Contractor)

As Principal, hereinafter called "Principal", and _____

(Legal Designation and Address of Surety)

authorized to do business of surety in the State of Nevada, as Surety, hereinafter called "Surety", are held and firmly bound unto White Pine County, a political subdivision of the State of Nevada, as "Oblige", hereinafter called "Owner", in the amount of _____ Dollars (\$ _____) said sum being 100% of the contract amount payable by the Owner under the terms of the Contract referred to below, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has be written agreement dated _____, 20____, entered into contract with Owner for _____, which contract and its plans and specifications are attached hereto and by reference made a part hereof, as if fully and completely set out in full herein, and is hereinafter referred to as the "Contract"; and

WHEREAS, said Principal is required by the Nevada Revised Statutes 339.025, and all act amendatory thereof and supplemental thereto, to furnish a bond in connection with said Contract guaranteeing the faithful performance thereof; and

WHEREAS, the Principal under the terms of the Contract agrees to replace and/or repair without cost to the Owner any damage or imperfections due to faulty labor or materials incorporated in said work, including the landscaping, for a period of two (2) year, from and after the date of completion and acceptance by Owner of the work contracted to be performed.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if Principal shall well and truly perform and complete in all its parts of the work described in said Contract within the time and in the manner therein specified and shall, for a period of two (2) years from the date of the work contracted to be performed is completed and accepted by Owner, replace and repair any and all defects arising in said work, whether resulting from defective material or workmanship, and shall also observe, perform, fulfill, and keep all and every covenant and agreement in said Contract on the part of the Principal to be kept, performed and complied with within the time and manner therein specified and shall truly and fully comply with all guarantees required in said Contract, then this obligation shall become null and void, otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner, to perform and fully complete the work mentioned and described in said Contract, pursuant to the terms, conditions and covenants thereof, if for any cause, said Principal fails or neglects to so perform and fully complete said work; the said Surety further agrees to commence said work within twenty (20) days after notice thereof from the Owner, and to fully complete the same with all due diligence and in accordance with the contract documents.

Further, Surety for value received, hereby stipulates and agrees that no prepayment or delay in payment and no change, extension, addition or alteration of the work or any provision of the Contract or in the plans, profiles, detailed drawings, specifications, and no extension of time and no forbearance on the part of the Owner shall operate to release or exonerate the Surety upon this bond, and consent thereto without notice to or consent by Surety is hereby given, and Surety hereby waives provisions of any law relating thereto. It is expressly agreed and understood that this bond is made and executed contemporaneously with the Contract above mentioned, and in consideration of the covenants and agreements therein made and entered into on the part of the Owner; and that the due execution and delivery hereof is condition precedent to liability on the part of the Owner, on said above mentioned Contract. It is further understood and agreed that this bond is made in compliance with NRS 339.025 and all acts amendatory thereof and supplemental thereto; and that all benefits therein set forth inure to the benefits of the Owner.

IN WITNESS, WHEREOF, the above bounden Principal and the above bounden Surety have hereunto set their hands and seals, this _____ day of _____, 20__.

PRINCIPAL: _____ By _____

(Note: Signature to be notarized)

Type: _____

Title: _____

State of Nevada Contractor's License # _____ Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

Surety:

_____ By: _____

Name of Surety

(Note: signature to be notarized)

Type: _____

Attorney-in-Fact

Amount of Bond Premium (to be filled in by the Surety Company):

\$ _____

Subscribed and sworn before me this _____ day of _____, 20__.

Notary Public

Surety' Licensed Nevada Resident Agent:

Company Name

Address

Telephone

By: _____

(Note: Signature to be Notarized)

Type: _____

Bond No. _____

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public

HAZARD COMMUNICATION PROGRAM

CONTRACTOR COMMUNICATION FORM

To meet the requirements of the OSHA Hazard Communication Standard, information regarding the hazards of chemicals or compounds brought to the project site must be exchanged between the Department and the Contractor. This form is designed to satisfy those communication requirements.

Project Name/Location: " _____ "

Contractor: _____

Subcontractor: _____

Nature of work to be completed:

Effective date: Start of construction through the Notice of Acceptance.

Chemical Used or Storage

At Project in Work Area Required Precautions Emergency Actions

All chemical (compounds) containers must be labeled with the name of the chemical and the hazards of that chemical. Detailed information regarding the hazards and protective measures for all chemicals found at this project can be found in the "MATERIAL SAFETY DATA SHEETS" for those chemicals and are collected in a binder labeled "WPCSD HAZARD COMMUNICATION" located in the office of WHITE PINE COUNTY SCHOOL DISTRICT.

The Prime Contractor is responsible to ensure that their employees and the employees of any subcontractor are informed of the information provided here.

Before contract work can begin, the Prime Contractor must provide the Department with complete "MATERIAL SAFETY DATA SHEETS" for all chemicals brought to the work area by the Prime Contractor. All containers must be labeled with chemical name and hazard information.

Examples, but not a complete list, of chemicals requiring "MATERIAL SAFETY DATA SHEETS": Painting materials, drywall compounds, concrete hardener, caulking, ceramic tile bedding, floor tile adhesive, cleaning compounds, etc.

CONTRACTOR'S SIGNATURE

DATE

Sample Form

EXHIBIT A

INDEMNIFICATION AND INSURANCE SPECIFICATIONS

WPCSD-DW-2025-02

WPCSD ROOF PROJECTS

WHITE PINE COUNTY, NEVADA

INTRODUCTION

WHITE PINE COUNTY SCHOOL DISTRICT has established specific indemnification, insurance, and safety requirements for public works construction contracts to help assure that reasonable insurance coverage is purchased and safe working conditions are maintained. Indemnification and hold harmless clauses are intended to assure that CONTRACTOR accepts and is able to pay for the loss or liability related to its activities.

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 THERE ARE ANY QUESTIONS REGARDING THESE INSURANCE REQUIREMENTS, IT IS RECOMMENDED THAT THE AGENT/BROKER CONTACT THE WHITE PINE COUNTY SCHOOL DISTRICT AT (775) 289-4851. IF ANY APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

INDEMNIFICATION AGREEMENT

CONTRACTOR agrees to hold harmless, indemnify, and defend WHITE PINE COUNTY SCHOOL DISTRICT, its officers, agents, employees, and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action, or cause of action based on bodily injury including death or property damage, including damage to CONTRACTOR'S property or injury to CONTRACTOR'S employee, caused by any action, either direct or passive, the omission, failure to act, or negligence on the part of CONTRACTOR, its employees, agents, representatives, or Subcontractors arising out of the performance of work under this Agreement by CONTRACTOR, or by others under the direction or supervision of CONTRACTOR.

CONTRACTOR must either defend WHITE PINE COUNTY SCHOOL DISTRICT or, upon determination that the work performed by CONTRACTOR was negligent in any manner or that CONTRACTOR failed to perform any duty set forth in this Agreement, pay WHITE PINE COUNTY SCHOOL DISTRICT costs related to the investigation and defense of any claim, demand, action, or cause of action.

If WHITE PINE COUNTY SCHOOL DISTRICT personnel are involved in defending such actions, CONTRACTOR shall reimburse WHITE PINE COUNTY SCHOOL DISTRICT for the time spent by such personnel at the actual cost incurred by WHITE PINE COUNTY SCHOOL DISTRICT for such services.

In determining the nature of the claim against WHITE PINE COUNTY SCHOOL DISTRICT, the incident underlying the claim shall determine the nature of the claim, notwithstanding the form of the allegations against WHITE PINE COUNTY SCHOOL DISTRICT.

GENERAL REQUIREMENTS

CONTRACTOR shall purchase Industrial Insurance, General Liability, Automobile Liability, Property Insurance and Professional Insurance as described below. The cost of such insurance shall be included in the CONTRACTOR'S bid.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Subcontractor by WHITE PINE COUNTY SCHOOL DISTRICT. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of WHITE PINE COUNTY SCHOOL DISTRICT to make any payment under this Agreement to provide WHITE PINE COUNTY SCHOOL DISTRICT with a certificate issued by an insurer in accordance with NRS 616B.627 and with certificates of an insurer showing coverage pursuant to NRS 617.210 for CONTRACTOR and all subcontractors.

If CONTRACTOR or Subcontractor is unlicensed and is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627(2).

It is further understood and agreed by and between WHITE PINE COUNTY SCHOOL DISTRICT and CONTRACTOR that CONTRACTOR shall procure, pay for, and maintain the above-mentioned industrial insurance coverage at CONTRACTOR'S sole cost and expense.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify WHITE PINE COUNTY SCHOOL DISTRICT in writing prior to the signing of this Agreement. WHITE PINE COUNTY SCHOOL DISTRICT reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Agreement.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage covering "Any Auto". No aggregate limits may apply.
3. Professional Errors and Omissions as required by Risk Manager, \$-0-.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the WHITE PINE COUNTY SCHOOL DISTRICT. WHITE PINE COUNTY SCHOOL DISTRICT reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by WHITE PINE COUNTY SCHOOL DISTRICT prior to the change taking effect.

OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

a. WHITE PINE COUNTY SCHOOL DISTRICT, its officers, agents, employees, and volunteers are to be included as insureds as respects damages and defense arising from: activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied, or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds nor shall the rights of the additional insureds be affected by the insured's duties after an accident or loss.

b. CONTRACTOR'S insurance coverage shall be primary insurance as respects WHITE PINE COUNTY SCHOOL DISTRICT, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by WHITE PINE COUNTY SCHOOL DISTRICT, its officers, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.

c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to WHITE PINE COUNTY SCHOOL DISTRICT, its officers, agents, employees, or volunteers.

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

2. All Coverages

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

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. COUNTY, 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. WHITE PINE COUNTY SCHOOL DISTRICT reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish WHITE PINE COUNTY SCHOOL DISTRICT with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the specific WHITE PINE COUNTY SCHOOL DISTRICT contracting department and be received and approved by WHITE PINE COUNTY SCHOOL DISTRICT before work commences.** WHITE PINE COUNTY SCHOOL DISTRICT reserves the right to require complete certified copies of all required insurance policies at any time.

SUBCONTRACTORS

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

MISCELLANEOUS CONDITIONS

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

SAFETY PROGRAM

CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

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.

EXHIBIT B

Current Prevailing Wage Rates can be viewed at:

<http://www.labor.nv.gov>

EXHIBIT C
ROOF MEASUREMENT REPORTS

See attached report



since 1895

ROOF MEASUREMENT REPORT

455 Elko Street, Baker, NV 89311

Report Contents



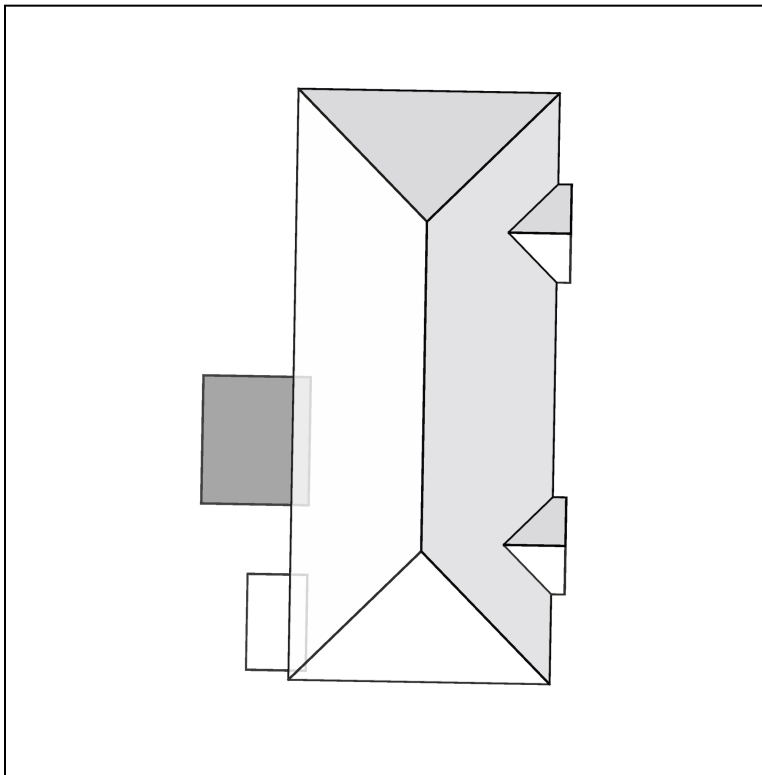
- Images1
- Length Diagram.....4
- Pitch Diagram.....5
- Area Diagram6
- Penetrations Diagram7
- Notes Diagram8
- Property Info.....9
- Report Summary.....10

Report Details

Date:	02/25/2025
Report:	63650580
Building:	1

Roof Details

Total Area:	5,271 sq ft
Total Roof Facets:	10
Predominant Pitch:	6/12
Number of Stories:	<=1
Total Ridges/Hips:	204 ft
Total Valleys:	48 ft
Total Rakes:	56 ft
Total Eaves:	330 ft
Total Penetrations:	14
Total Penetrations Perimeter:	54 ft
Total Penetrations Area:	19 sq ft



In this 3D model, facets appear as semi-transparent to reveal overhangs.

Contact Us

Contact: Tim Samaniego
 Company: The Garland Company Inc.
 Address: 3800 East 91st St
 Cleveland OH 44105
 Phone: 216-641-7500

Measurements provided by www.eagleview.com



Certified Accurate

www.eagleview.com/Guarantee.aspx

REPORT IMAGES

The following aerial images show different angles of this structure for your reference.



Top View

REPORT IMAGES



North View



East View

REPORT IMAGES



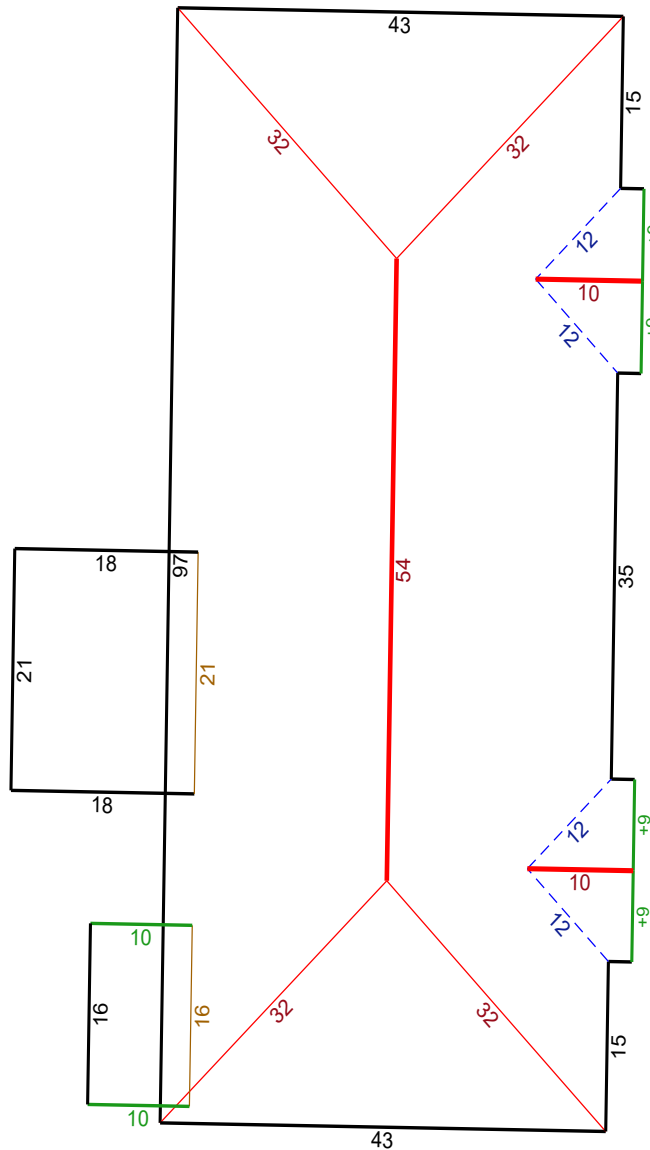
South View



West View

LENGTH DIAGRAM

Total Line Lengths: **Ridges = 75 ft** **Valleys = 48 ft** **Flashing = 37 ft** **Eaves = 330 ft**
 Hips = 129 ft **Rakes = 56 ft** **Step flashing = 0 ft** **Parapets = 0 ft**

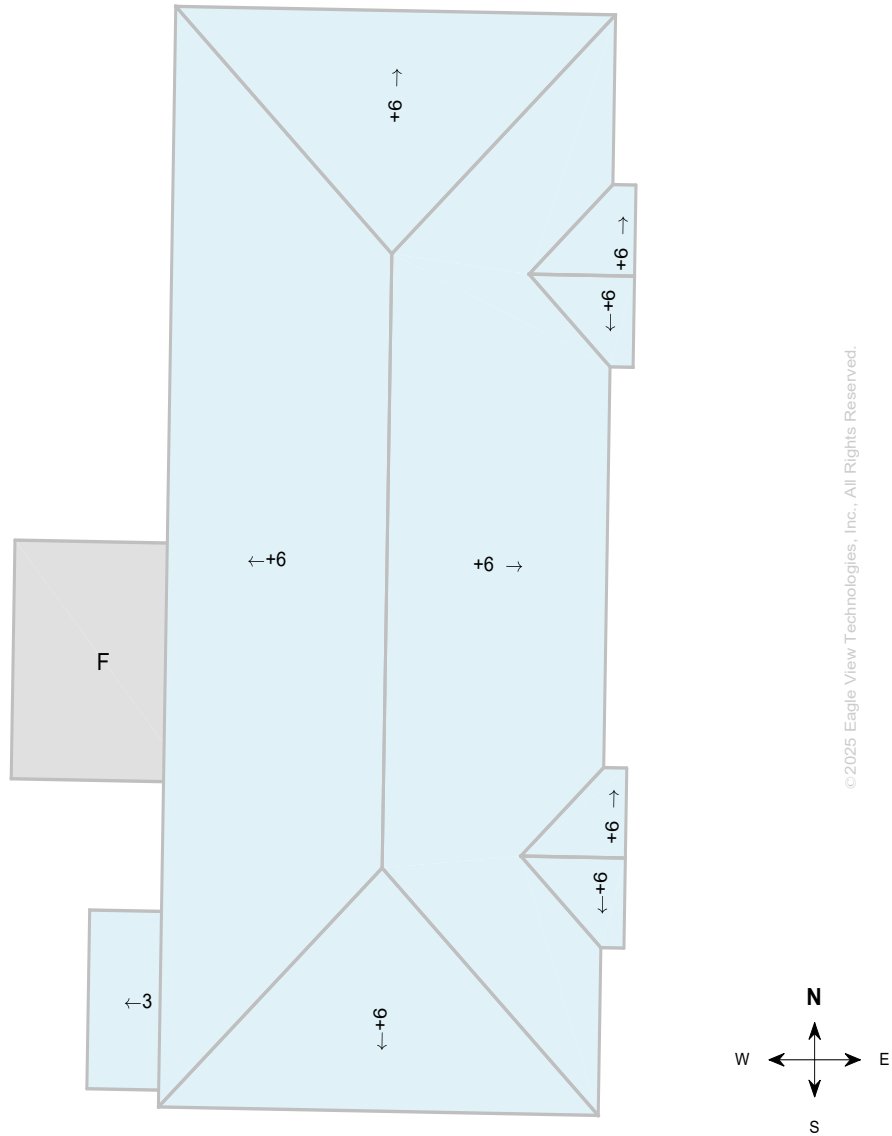


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Note: This diagram contains segment lengths (rounded to the nearest whole number) over 5 feet. In some cases, segment labels have been removed for readability. Plus signs preface some numbers to avoid confusion when rotated (e.g. +6 and +9).

PITCH DIAGRAM

Pitch values are shown in inches per foot, and arrows indicate slope direction. The predominant pitch on this roof is 6/12.

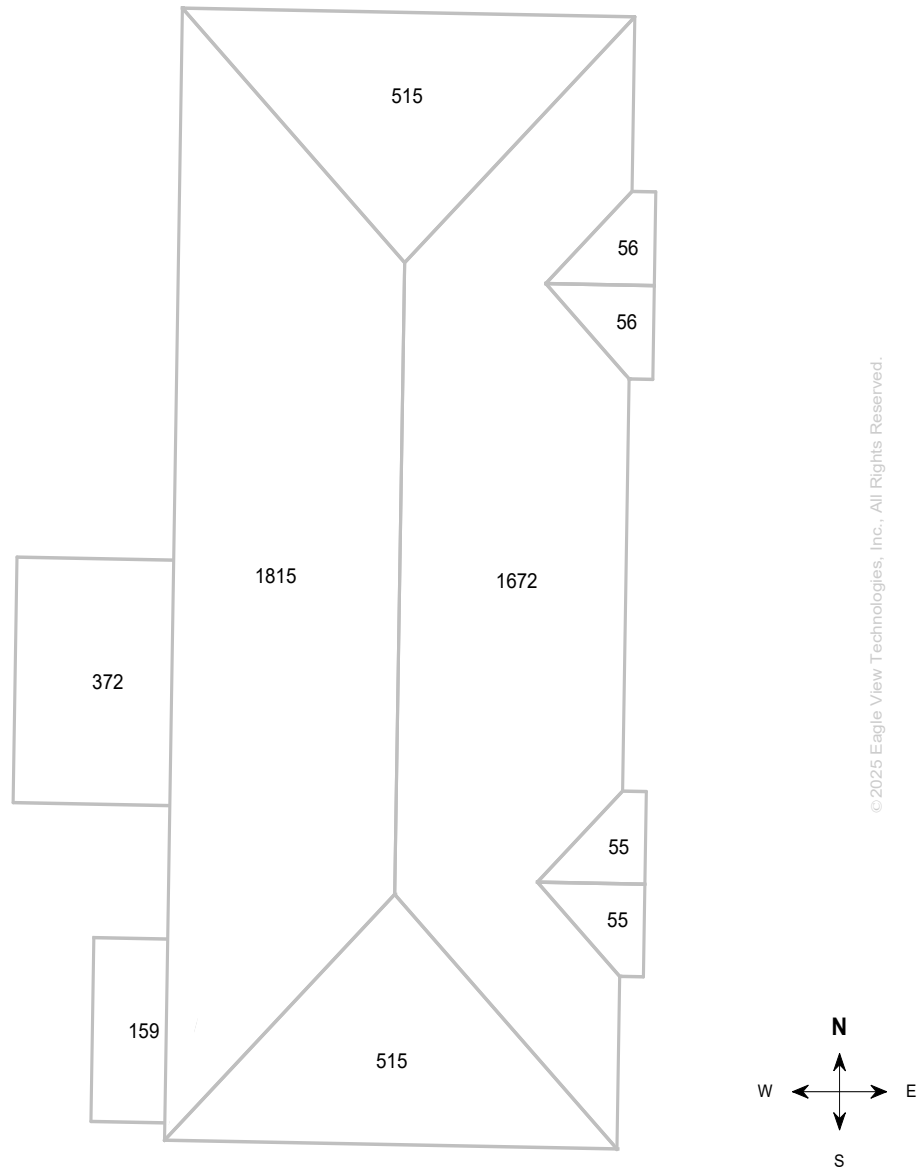


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Note: This diagram contains labeled pitches for facet areas larger than 20 square feet. In some cases, pitch labels have been removed for readability. Gray shading indicates flat, 1/12 or 2/12 pitches. If present, a value of "F" indicates a flat facet (no pitch).

AREA DIAGRAM

Total Area = 5,271 sq ft, with 10 facets.



Note: This diagram shows the square feet of each roof facet (rounded to the nearest foot). The total area in square feet, at the top of this page, is based on the non-rounded values of each roof facet (rounded to the nearest square foot after being totaled).

PENETRATIONS

Penetrations Notes Diagram

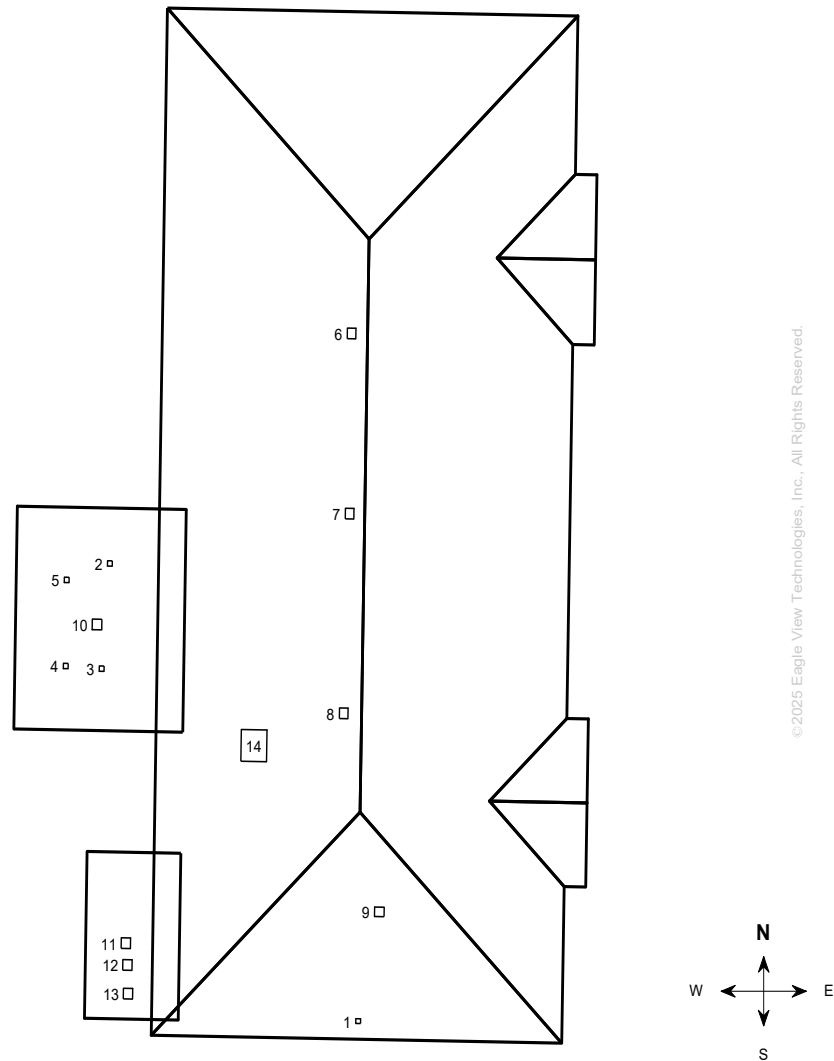
Penetrations are labeled from smallest to largest for easy reference.

Total Penetrations: 14

Total Penetrations Perimeter = 54 ft

Total Penetrations Area: 19 sq ft

Total Roof Area Less Penetrations = 5,252 sq ft

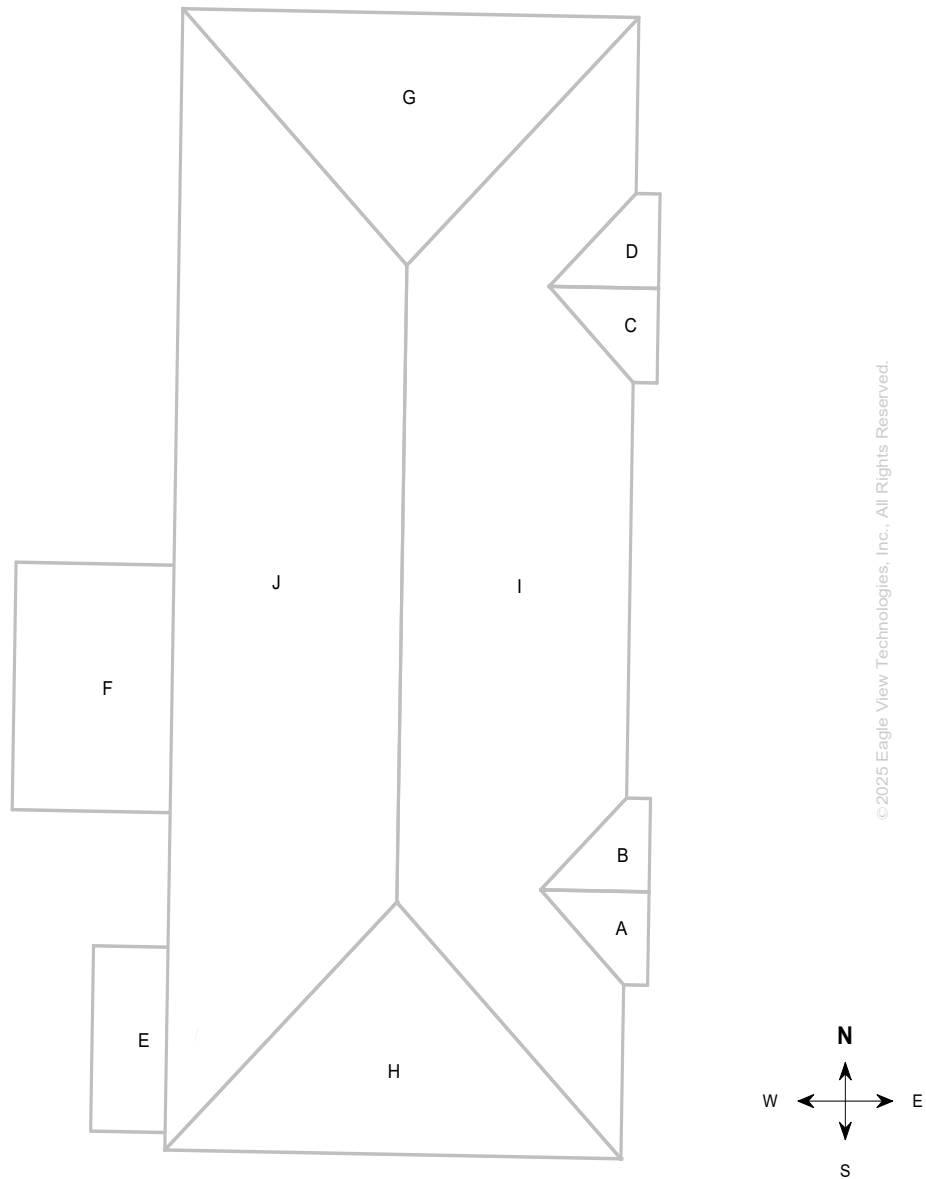


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Note: Any measured penetration smaller than 3x3 feet may need field verification. Accuracy is not guaranteed. The total penetration area is not subtracted from the total roof area.

NOTES DIAGRAM

Roof facets are labeled from smallest to largest (A to Z) for easy reference.



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Property Info



Property Location

Longitude = -114.1247605

Latitude = 39.0112711

Online map of property:

http://maps.google.com/maps?f=g&source=s_q&hl=en&geocode=&q=455+Elko+Street,Baker,NV,89311

Property Info

Year Built:

Effective Year Built: *

*



Notes

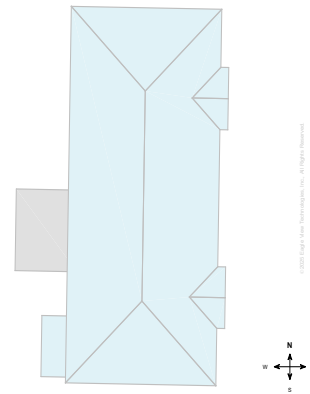
This was ordered as a commercial property. There were no changes to the structure in the past four years.

REPORT SUMMARY

Below is a measurement summary using the values presented in this report.

Lengths, Areas and Pitches

Ridge.....	75 ft (3 Ridges)
Hips	129 ft (4 Hips)
Valleys	48 ft (4 Valleys)
Rakes*	56 ft (6 Rakes)
Eaves/Starter**	330 ft (14 Eaves)
Drip Edge (Eaves + Rakes)	386 ft (20 Lengths)
Parapet Walls	0 ft (0 Lengths)
Flashing	37 ft (2 Lengths)
Step Flashing	0 ft (0 Lengths)
Total Area	5,271 sq ft
Total Penetrations Area	19 sq ft
Total Roof Area Less Penetrations.....	5,252 sq ft
Total Penetrations Perimeter	54 ft
Predominant Pitch.....	6/12



Total Roof Facets = 10

*Rakes are defined as roof edges that are sloped (not level).

** Eaves are defined as roof edges that are not sloped and level.

Areas per Pitch

Roof Pitches	0/12	3/12	6/12
Area (sq ft)	371.9	159.3	4739.8
% of Squares	7.1%	3%	89.9%

The table above lists each pitch on this roof and the total area and percent (both rounded) of the roof with that pitch.

Waste Calculation Table

Waste %	0%	10%	12%	15%	17%	20%	22%
Area (sq ft)	5,271	5798.1	5903.5	6061.7	6167.1	6325.2	6430.6
Squares	52.7	58.0	59.0	60.6	61.7	63.3	64.3

This table shows the total roof area and squares (rounded up to the nearest decimal) based upon different waste percentages. The waste factor is subject to the complexity of the roof, individual roofing techniques and your experience. Please consider this when calculating appropriate waste percentages. Note that only roof area is included in these waste calculations. Additional materials needed for ridge, hip, valley, and starter lengths are not included.

Penetration Table

	1-4	5	6-13	14
Area (sq ft)	0.2	0.3	1	9
Perimeter (ft)	2	2	4	12

Any measured penetration smaller than 3x3 feet may need field verification. Accuracy is not guaranteed. The total penetration area is not subtracted from the total roof area.

455 Elko Street, Baker, NV 89311

Report: 63650580

IMPORTANT LEGAL NOTICE AND DISCLAIMER

Notice and Disclaimer

No Warranty: The Copyrighted Materials are provided to you "as is," and you agree to use it at your own risk.

EagleView Technologies makes no guarantees, representations or warranties of any kind, express or implied, arising by law or otherwise, including but not limited to, content, quality, accuracy, completeness, effectiveness, reliability, fitness for a particular purpose, usefulness, use or results to be obtained from the Copyrighted Materials.

Contractors agree to always conduct a preliminary site survey to verify Roof Report ordered. In the event of an error in a Report, your sole remedy will be a refund of the fees paid by you to obtain this Report.

EXHIBIT D

OWNER SUPPLIED MATERIAL AND SPECIFICATION



OWNER FURNISHED PRODUCTS

PART 1 - GENERAL

1.1 SUMMARY

- A. **DESCRIPTION:** The Owner shall procure and provide certain products for installation as shown and specified per Contract Documents.
- B. **RELATED WORK SPECIFIED ELSEWHERE:**
 - 1. **General:** Products furnished and paid for by the Owner are described in the following technical sections and /or in the Drawings.
 - 2. **OWNER SUPPLIED MATERIAL**
Note that this project includes the installation of owner-supplied material; the Owner has acquired roofing material through the OMNIA program.

1.2 DEFINITIONS

- A. **GENERAL:** The following are used to identify products as noted on the Drawings.
- B. **OWNER FURNISHED CONTRACTOR INSTALLED (O.F.C.I.):** Products or equipment furnished by the Owner for installation under this contract.
- C. **OWNER FURNISHED OWNER INSTALLED (O.F.O.I.):** Products or equipment to be provided and installed by the Owner, but requiring surfacing, backing, utility connections or other preparation under this contract, for proper installation.
- D. **NOT IN CONTRACT (N.I.C.):** Products or equipment to be provided and installed by Owner, not requiring surfacing, backing, utility connections or other preparation under this contract.

PART 2 - PRODUCTS

2.1 PRODUCTS ---White Pine County School District

- A. **ROOFING MATERIAL FURNISHED BY OWNER (O.F.C.I.):** Owner supplied material through the OMNIA program.
- B. **MATERIAL LIST**
Listed in a Table below is a list of Owner provided material. Any material or accessories required for the installation of the roof system in excess of the Owner provided material must be supplied by the Contractor. It is up to the Contractor to determine the precise amount of material required for the completion of this project; and to provide excess material, as required.

TABLE OF ROOFING MATERIAL OWNER FURNISHED CONTRACTOR INSTALLED (O.F.C.I)

Material	Product Name	Product Code	Quantity Supplied by County	Coverage
<u>Baker Hall Re-Roof</u>				
Hi Temp Underlayment	RMer-Seal	#4133	30 rolls	2 sq/roll
Gutters/Coping	Flat-Stock	24 GA	10 sheets	4' x 10'
Primer for Base sheet	SA Primer	7630-5	1 (5-gal bucket)	½ gal/sq
Base Sheet	SA Base Sheet	4114	4 rolls	150 sq ft/roll
Mineral Cap Sheet	SA Mineral Cap Sheet	4125	6 rolls	100 sq ft/roll
Mastic	Flashing Bond	7110-5	3 (5-gal bucket)	
SA reinforcement tape	UniBond 6"		8 rolls	6" x 50"
Coating	Cool-Sil	21050-5	4 (5-gal bucket)	3 gals/sq
Shipping and Tax			Included	

PART 3 - EXECUTION

2.2 OWNER'S RESPONSIBILITIES

- A. **SUBMITTALS:** Arrange for and deliver necessary shop drawings, product data and samples to Contractor.
- B. **DELIVERY:**
 - 1. **General:** Arrange and pay for product delivery to site, in accordance with construction schedule.
 - 2. **Bill of Materials:** Deliver supplier's documentation to Contractor.
 - 3. **Inspection:** Inspect jointly with Contractor.
 - 4. **Claims:** Submit for transportation damage and replacement of otherwise damaged, defective, or missing items.
- C. **GUARANTEES:** Arrange for manufacturer's warranties, bonds, service, and inspections, as required.

2.3 CONTRACTOR'S RESPONSIBILITIES

OWNER FURNISHED PRODUCTS

SECTION 01640

Page 3

- A. **SUBMITTALS:** Review shop drawings, product data and samples with notification of any discrepancies or problems anticipated in use of product.
- B. **DELIVERY:**
1. **General:** Designate delivery date for each product in Progress Schedule.
 2. **Receiving:** Receive and unload products at site. Handle products at site, including uncrating and storage.
 3. **Inspection:** Promptly inspect products jointly with Owner; record shortages, damaged or defective items.
 4. **Storage:** Protect products from damage or exposure to elements.
- C. **INSTALLATION:**
1. **General:** Assemble, install, connect, adjust and finish products, as stipulated in the respective section of Specifications.
 2. **Repair and Replacement:** Items damaged during handling and installation.

* End Section *

**SECTION 07311 - ASPHALT SHINGLES
WHITE PINE COUNTY SCHOOL DISTRICT
BAKER HALL**

PART 1 - GENERAL

1.01 RELATED DOCUMENTS

A. Provide all labor, equipment, and miscellaneous material to properly install a new asphalt shingle roofing system over the properly prepared substrate for the Owner

B. Scope of Work:

1. Properly remove and dispose of the existing roof system down to the wood deck.
2. Replace any dry rot wood decking and wood fascia board with same like and kind.
3. Remove all wood shingle molding on the rake and eave.
4. Install underlayment per specification
5. Install a new metal drip edge metal, color to be selected by Owner
6. Install new metal flashing, gutters and downspouts.
7. The fasteners along the metal base flashing shall be 3.5” per foot.
8. No staples shall be used on this project.
9. Install high wind dimensional shingles per specification, six nails per shingle, color to be selected by Owner
10. Contractor to give proper notice to Owner before beginning work, contractor to clean all debris from the job site during and at the end of the project.

1.02 SECTION INCLUDES:

- A. Granular surfaced glass fiber mat reinforced shingle roofing.
- B. Moisture shedding underpayment, eave, valley and ridge protection.
- C. Associated metal flashings.
- D. Ridge and suffix vents.

1.03 REFERENCES

- A. ASTM B209 - Aluminum-Alloy Sheet and Plate
- B. ASTM D226 - Asphalt-Saturated Organic Felt Used in Roofing and Waterproofing.
- C. ASTM D228 - Method of Testing Asphalt Roll Roofing, Cap Sheets and Shingles.
- D. ASTM D4586 - Asphalt Roof Cement, Asbestos Free.
- E. ASTM D3161 - Wind Resistance of Asphalt Shingles
- F. ASTM D3018 - Class A Asphalt Shingles Surfaced with Mineral Granules.
- G. ASTM A361 - Sheet Steel, Zinc Coated (Galvanized) by the Hot-Dip Process for Roofing and Siding.
- H. ASTM B370 - Copper Sheet and Strip for Building Construction.
- I. NRCA - Steep Roofing Manual.
- J. ARMA - Residential Asphalt Roofing Manual.
- K. UL 790 - Tests for Fire Resistance of Roof Covering Materials.
- L. UL 997 - Wind Resistance of Prepared Roof Covering Materials.

1.04 SUBMITTALS

- A. Submit under provisions of application section.
- B. Product Data: Provide data indicating material characteristics, performance criteria, and limitations. Material must be pre-approved 5 days prior to bid opening.
- C. Manufacturer's Installation Instructions: Indicate preparation required and installation procedures.
- D. Any material submitted as equal to the specified material must be accompanied by data sheets. This report shall show that the submitted equal meets the Design and Performance criteria in this specification. Substitution requests submitted after bid opening will be rejected
- E. Samples: Submit two (2) samples of the following: shingles style/color, metal color, underlayment.

1.05 QUALITY ASSURANCE

- A. Manufacturer: Company specializing in manufacturing the roofing system products specified in this section.
- B. Applicator: Factory-certified steep-slope roofing contractor.

1.06 REGULATORY REQUIREMENTS

- A. Conform to all applicable State on local codes.
- B. UL 790, Class A; UL 997, Wind Resistance.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Roofing material shall be delivered with labels intact in quantities required to assure continuity of application.
- B. Storage at the job site should be in a covered, ventilated area - maximum temperature 110° F. Store on a flat surface, to a height per pallet as recommended by the manufacturer. Do not store near steam pipes, radiators, etc., or in sunlight. All rolls must be stored on end.
- C. In accordance with good roofing practice, bundles should not be dropped on edge nor should attempt be made to separate shingles by "breaking" over ridge or other bundles. This is particularly important at temperatures of 40° F or below.
- D. Handle carefully. Shingles can be broken in cold weather or their edges damaged in hot weather.

1.08 WARRANTY

- A. Provide manufacturers standard 30-year shingle warranty.
- B. Provide (2) year contractor warranty.

PART 2 - PRODUCTS

2.01 MANUFACTURERS - ASPHALT SHINGLES

- A. Owens Corning - Duration or pre-approved equal

2.02 ASPHALT SHINGLES

- A. Asphalt Shingles: UL Class A Rating and Wind Resistance Label, glass fiber mat base, mineral surface, color selected by Owner

2.03 UNDERLAYMENTS

- A. Underlayment—Roof Deck Protection: RMer-Seal underlayment as manufactured by Garland or pre-approved equal.

2.04 ACCESSORIES

- A. Nails: Standard round wire shingle type, Zinc coated steel or aluminum, 10-12 gauge, barbed or deformed shank, with heads 3/8" (9.5 mm) to 7/16" (11 mm) in diameter. Nails must be long enough to penetrate into solid wood deck at least 3/4" (19 mm) or just through plywood and oriented strand board decks.
- B. Plastic Cement: ASTM D4586 Type I or Type II.
- C. Ridge Vent: Deco vented ridge cap or pre-approved equal.
- D. New, non-corrosive, metal step flashing, minimum 24 gauge (or equivalent) to be used as step flashing around chimneys, dormers, and side walls.
- E. New lead boots to be used around all plumbing vents.

PART 3 - EXECUTION

3.01 EXAMINATION

- A. The old roof system must be torn completely off down to the roof deck.
- B. Verify that the rafters are dry, sound, clean and smooth, free of depressions, waves, or projections.
- C. Replace all damaged wood fascia
- D. Replace the decking with new same like and kind.

3.02 PREPARATION

- A. Fill knot holes and surface cracks with latex filler at areas of bonded eave protection.
- B. Broom clean deck surfaces under eave protection and underpayment.

3.03 INSTALLATION - EAVE METAL

- A. Place eave edge metal flashings tight with fascia boards. Weather lap joints 2 inches or 51 mm and seal with roof cement. Secure flange with nails.
- B. Apply RMer-Seal SA Underlayment for all eaves

3.04 INSTALLATION – PROTECTIVE UNDERLAYMENT IN VALLEYS

- A. Install full width of RMer-Seal SA Underlayment directly to deck, and in all valleys. Shield end laps 6 inches or 152 mm and press firmly to seal.

3.05 INSTALLATION - PROTECTIVE UNDERLAYMENT TO ROOF DECK

- A. (For slopes 2"-4") Place one ply of RMer-Seal SA underlayment as manufactured by Viking Products Group over the entire deck, with edges lapped a minimum of 4" inches over itself and eave protection, and have ends lapped a minimum of 4 inches or 102 mm over itself. Stagger end laps of each consecutive layer a minimum of 3 feet. In valleys, run Shingle Mate minimum 6 inches or 152 mm over valley protection. Nail in place per manufacturer's requirements.
- B. At all vent pipes, install a 2 square foot piece of RMer-Seal SA Underlayment.

3.06 INSTALLATION OF RAKE METAL

- A. Place rake edge metal flashings over eave protective underpayment and tight with rake boards. Weather lap joints 2 inches or 50 mm and seal with roof cement. Secure flange with nails. All sheet metal will be Kynar coated.

3.07 INSTALLATION - VALLEY PROTECTION

- A Run the first and only the first course of shingles from the higher sloped roof surface across the valley a minimum of 12 inches or 305 mm. Then extend all shingles from the lower sloped roof surface across the valley and nail not closer than 6 inches or 152 mm from the center of the valley. Trim all subsequent courses of shingles from the higher slope roof surface 2 inches or 51 mm from the valley center line to achieve a closed cut valley.

3.08 INSTALLATION - ASPHALT SHINGLES

- A. Install shingles in accordance with manufacturer's instructions.
- B. Install 6 nails per shingle, as recommended by local building codes.
- C. Install Hip and Ridge shingles per manufacturer's instructions.

3.09 INSTALLATION OF RIDGE VENT

- A. Cut a 2 inch or 51 mm slot along ridge, 1 inch or 25 mm on each side. Leave an uncut closed sheathing area of 6 inch or 152 mm at each end of the ridge. Cut through sheathing only, avoiding roof trusses. On houses with a ridge board, cut 3½ inch or 89 mm slot, 1¾ inch or 44 mm on each side.
- B. Vent along the entire length of ridge, covering the uncut 6 inch or 152 mm sheathing areas on both ends. Shorter lengths can be joined by caulking and butting the ends.
- C. Install ridge shingles directly over ridge vent. Use roofing nails of sufficient length to penetrate a minimum of ¾ inch or 19 mm into wood boards or just through plywood or oriented strand board decking, on centers recommended by the shingle manufacturer. Do not drive nails home; leave a ¾ inch or 19 mm nominal step between the ridge shingles and the roof shingles.

END OF SECTION

SECTION 07550
MODIFIED BITUMINOUS MEMBRANE ROOFING

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Self-Adhered 2 Ply Roofing (StressPly SA FR Mineral). (2.15) (3.7)

SCOPE OF WORK

1. Remove and properly dispose of the existing roof system
2. Replace all dry rot wood decking, nailers, and wood fascia, match existing
3. Contractor to provide proper slope and crickets to the thru wall scuppers and/or drains
4. Remove all abandoned penetrations
5. Contractor to install a new metal coping cap system
6. Mechanically attach R-30 polyiso and ½" primed DensDeck on the entire roof system per mfg. wind up lift calculations. Zone 1 = 12, Zone 2 = 18, Zone 3 = 24
7. Install all new metal thru wall scuppers
8. Install all new metal flashings, counter flashings, and term bars.
9. Install all new lead pipe boots
10. Apply SA primer to the ½" Primed DensDeck per manufacturers specifications
11. Install one (1) ply of SA base sheet per manufactures specifications, guidelines, and details
12. Install one (1) ply of StressPly SA mineral cap sheet per manufacturers specifications, guidelines, and details.
13. Install UniBond SA 6" wide reinforcement tape to all the seams, coat all the seams and allow to dry
14. Coat the entire roof system with Cool-Sil at 3 gal/sq.

1.2 RELATED SECTIONS

- A. Section - Roof Deck Substrate Preparation.
- B. Section 06100 - Rough Carpentry.
- C. Section 06114 - Wood Blocking and Curbing: Wood nailers and cant strips.
- D. Section 07220 - Insulation Board: Insulation and fastening.

- E. Section 07620 - Sheet Metal Flashing and Trim: Weather protection for base flashings.
- F. Section 07710 - Manufactured Roof Specialties: Counter flashing gravel stops, and fascia.
- G. Section 07724 - Roof Hatches: Frame and integral curb; Counter flashing.
- H. Section 08620 - Unit Skylights: Skylight frame and integral curb and counter flashing.
- I. Section 08630 - Metal-Framed Skylights: Skylight frame and integral curb and counter flashing.
- J. Section 08950 - Translucent Wall and Roof Assemblies: Counter flashing
- K. Section 08960 - Sloped Glazing Assemblies: Counter flashing.
- L. Section 15120 - Piping Specialties: Roof Drains, Sumps.

1.3 REFERENCES

- A. ASTM D 41 - Standard Specification for Asphalt Primer Used in Roofing, Damp proofing, and Waterproofing.
- B. ASTM D 312 - Standard Specification for Asphalt used in Roofing.
- C. ASTM D 451 - Standard Test Method for Sieve Analysis of Granular Mineral Surfacing for Asphalt Roofing Products.
- D. ASTM D 1970 - Specification for Sheet Materials, Self-Adhering Polymer Modified Bituminous, Used as Steep Roofing Underlayment for Ice Dam Protection.
- E. ASTM D 1079 Standard Terminology Relating to Roofing, Waterproofing and Bituminous Materials.
- F. ASTM D 1227 Standard Specification for Emulsified Asphalt Used as a Protective Coating for Roofing.
- G. ASTM D 1863 Standard Specification for Mineral Aggregate Used as a Protective Coating for Roofing.
- H. ASTM D 2178 Standard Specification for Asphalt Glass Felt Used in Roofing and Waterproofing.
- I. ASTM D 2824 Standard Specification for Aluminum-Pigmented Asphalt Roof Coating.
- J. ASTM D 4586 Standard Specification for Asphalt Roof Cement, Asbestos-Free.
- K. ASTM D 4601 Standard Specification for Asphalt Coated Glass Fiber Base Sheet Used in Roofing.
- L. ASTM D 5147 Standard Test Method for Sampling and Testing Modified Bituminous Sheet Materials.
- M. ASTM D 6162 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using a Combination of Polyester and Glass Fiber Reinforcements.
- N. ASTM D 6163 Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Glass Fiber Reinforcements.

- O. ASTM D 6164 - Standard Specification for Styrene Butadiene Styrene (SBS) Modified Bituminous Sheet Materials Using Polyester Reinforcements.
- P. ASTM D 6754 - Standard Specification for Ketone Ethylene Ester (KEE) Sheet Roofing.
- Q. ASTM D 6757 - Standard Specification for Underlayment Felt Containing Inorganic Fibers Used in Steep-Slope Roofing.
- R. ASTM E 108 - Standard Test Methods for Fire Test of Roof Coverings
- S. National Roofing Contractors Association (NRCA): Roofing and Waterproofing Manual.
- T. Sheet Metal and Air Conditioning Contractors National Association, Inc. (SMACNA) - Architectural Sheet Metal Manual.
- U. Underwriters Laboratories, Inc. (UL): Fire Hazard Classifications.
- V. Warnock Hersey (WH): Fire Hazard Classifications.
- W. ANSI-SPRI ES-1 Wind Design Standard for Edge Systems used with Low Slope Roofing Systems.
- X. ASCE 7, Minimum Design Loads for Buildings and Other Structures
- Y. UL - Fire Resistance Directory.

1.4 DESIGN / PERFORMANCE REQUIREMENTS

- A. Perform work in accordance with all federal, state and local codes.
- B. Exterior Fire Test Exposure: Roof system shall achieve a UL, FM or WH Class rating for roof slopes indicated on the Drawings as follows:
 - 1. Underwriters Laboratory Class A Rating.
 - 2. Warnock Hersey Class A Rating.
- C. Design Requirements:
 - 1. Uniform Wind Uplift Load Capacity
 - a. Installed roof system shall withstand negative (uplift) design wind loading pressures complying with the following criteria.
 - 1) Design Code: ASCE 7, Method 2 for Components and Cladding.
 - 2) Importance Category:
 - a) III.
 - 3) Importance Factor of:
 - a) 1.0
 - 4) Wind Speed: 107 mph
 - 5) Ultimate Pullout Value: 400 pounds per each of the fastener
 - 6) Exposure Category:
 - a) C.
 - 7) Design Roof Height: 12 feet.
 - 8) Minimum Building Width: 60 feet.
 - 9) Roof Pitch: 1/4 :12.
 - 10) Roof Area Design Uplift Pressure:
 - a) Zone 1 - Field of roof 28.6 psf. (9 feet 0" wide)
 - b) Zone 2 - Eaves, ridges, hips and rakes 36.2 psf. (9 feet 0" wide)
 - c) Zone 3 - Corners 47.6 psf. (3 feet wide)
 - 2. Live Load: 20 psf., or not to exceed original building design.
 - 3. Dead Load:
 - a. Installation of new roofing materials shall not exceed the dead load capacity of

the existing roof structure.

- D. Energy Star: Roof System shall comply with the initial and aged reflectivity required by the U.S. Federal Government's Energy Star program.
- E. LEED: Roof system shall meet the reflectivity and emissivity criteria to qualify for one point under the LEED credit category, Credit 7.2, Landscape & Exterior Design to Reduce Heat Island - Roof.
- F. Roof System membranes containing recycled or bio-based materials shall be third party certified through UL Environment.
- G. Roof system shall have been tested in compliance with the following codes and test requirements:
 - 1. Cool Roof Rating Council:
 - a. CRRC Directory CRRC
 - 2. International Code Council Evaluation Service (ICC-ES):
 - a. Membrane Systems
 - 1) ESR
 - b. Roofing Underlayment's
 - 1) Garland Underlayment's ESR
 - 2) Surfacing UDL ESR
 - 3. Underwriters Laboratories:
 - a. Certification TGFU.R
 - 4. Warnock Hersey
 - a. ITS Directory of Listed Products

1.5 SUBMITTALS

- A. Submit under provisions of Section 01300.
- B. Product Data: Manufacturer's data sheets on each product to be used, including:
 - 1. Preparation instructions and recommendations.
 - 2. Storage and handling requirements and recommendations.
 - 3. Installation instructions.
- C. Shop Drawings: Submit shop drawings including installation details of roofing, flashing, fastening, insulation and vapor barrier, including notation of roof slopes and fastening patterns of insulation and base modified bitumen membrane, prior to job start.
- D. Design Pressure Calculations: Submit design pressure calculations for the roof area in accordance with ASCE 7 and local Building Code requirements. Include a roof system attachment analysis report, certifying the system's compliance with applicable wind load requirements before Work begins.
- E. LEED Submittals: Provide documentation of how the requirements of Credit will be met:
 - 1. List of proposed materials with recycled content. Indicate post-consumer recycled content and pre-consumer recycled content for each product having recycled content.
 - 2. Product data and certification letter indicating percentages by weight of post-consumer and pre-consumer recycled content for products having recycled content.
 - 3. Product reflectivity and emissivity criteria to qualify for one point under the LEED credit category, Credit 7.2, Landscape & Exterior Design to Reduce Heat Island - Roof.
- F. Recycled or Bio-Based Materials: Provide third party certification through UL Environment of roof System membranes containing recycled or bio-based materials.

- G. Verification Samples: For each modified bituminous membrane ply product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.
- H. Manufacturer's Certificates: Provide to certify products meet or exceed specified requirements.
- I. Test Reports: Submit test reports, prepared by an independent testing agency, for all modified bituminous sheet roofing, indicating compliance with ASTM D5147. Testing must be performed at 77 deg. F. Tests at 0 deg. F will not be considered.
- J. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic inspection and maintenance of all completed roofing work. Provide product warranty executed by the manufacturer. Assist Owner in preparation and submittal of roof installation acceptance certification as may be necessary in connection with fire and extended coverage insurance on roofing and associated work.

1.6 QUALITY ASSURANCE

- A. Perform Work in accordance with NRCA Roofing and Waterproofing Manual.
- B. Manufacturer Qualifications: Company specializing in manufacturing products specified with documented ISO 9001 certification and minimum of twelve years of documented experience and must not have been in Chapter 11 bankruptcy during the last five years.
- C. Installer Qualifications: Company specializing in performing Work of this section with minimum five years documented experience and a certified Pre-Approved Garland Contractor.
- D. Installer's Field Supervision: Maintain a full-time Supervisor/Foreman on job site during all phases of roofing work while roofing work is in progress.
- E. Product Certification: Provide manufacturer's certification that materials are manufactured in the United States and conform to requirements specified herein, are chemically and physically compatible with each other, and are suitable for inclusion within the total roof system specified herein.
- F. Source Limitations: Obtain all components of roof system from a single manufacturer. Secondary products that are required shall be recommended and approved in writing by the roofing system Manufacturer. Upon request of the Architect or Owner, submit Manufacturer's written approval of secondary components in list form, signed by an authorized agent of the Manufacturer.

1.7 PRE-INSTALLATION MEETINGS

- A. Convene minimum two weeks prior to commencing Work of this section.
- B. Review installation procedures and coordination required with related Work.
- C. Inspect and make notes of job conditions prior to installation:
 1. Record minutes of the conference and provide copies to all parties present.
 2. Identify all outstanding issues in writing designating the responsible party for follow-up action and the timetable for completion.
 3. Installation of roofing system shall not begin until all outstanding issues are resolved to the satisfaction of the Architect.

1.8 DELIVERY, STORAGE, AND HANDLING

- A. Deliver and store products in manufacturer's unopened packaging with labels intact until ready for installation.
- B. Store all roofing materials in a dry place, on pallets or raised platforms, out of direct exposure to the elements until time of application. Store materials at least 4 inches above ground level and covered with "breathable" tarpaulins.
- C. Stored in accordance with the instructions of the manufacturer prior to their application or installation. Store roll goods on end on a clean flat surface except store KEE-Stone FB 60 rolls flat on a clean flat surface. No wet or damaged materials will be used in the application.
- D. Store at room temperature wherever possible, until immediately prior to installing the roll. During winter, store materials in a heated location with a 50-degree F (10 degree C) minimum temperature, removed only as needed for immediate use. Keep materials away from open flame or welding sparks.
- E. Avoid stockpiling of materials on roofs without first obtaining acceptance from the Architect/Engineer.
- F. Adhesive storage shall be between the range of above 50-degree F (10 degree C) and below 80-degree F (27 degree C). Area of storage shall be constructed for flammable storage.

1.9 COORDINATION

- A. Coordinate Work with installing associated metal flashings as work of this section proceeds.

1.10 PROJECT CONDITIONS

- A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.11 WARRANTY

- A. Upon completion of the work, provide the Manufacturer's written and signed NDL Warranty, warranting that, if a leak develops in the roof during the term of this warranty, due either to defective material or defective workmanship by the installing contractor, the manufacturer shall provide the Owner, at the Manufacturer's expense, with the labor and material necessary to return the defective area to a watertight condition.
 - 1. Warranty Period:
 - a. 20 years from date of acceptance.
 - b. Contractors 3-year warranty

PART 2 PRODUCTS

2.1 MANUFACTURERS

- A. Acceptable Manufacturer: Garland Company, Inc. (The); 3800 E. 91st St., Cleveland, OH 44105. ASD. Toll Free: 800-321-9336. Phone: 216-641-7500. Fax: 216-641-0633. Web Site: www.garlandco.com.

2.2 SELF ADHERED ROOF SYSTEM

- A. Base (Ply) Sheet: One ply bonded to the prepared substrate with self-adhesive.
 - 1. HPR SA FR Base Sheet:
- B. Modified Cap (Ply) Sheet: One ply bonded to the prepared substrate with self-adhesive.

1. StressPly SA FR Mineral:
- C. Interply Adhesive: Use over approved cover boards or wood decks for base sheet only
 1. SA Primer:
- D. Flashing Base Ply: One ply bonded to the prepared substrate.
 1. HPR SA FR Base Sheet:
- E. Flashing Cap (Ply) Sheet: One ply bonded to the prepared substrate.
 1. StressPly SA FR Mineral:
- F. Flashing Ply Adhesive:
 1. SA Primer: Over approved cover boards only.
 2. Flashing Bond:

PART 3 EXECUTION

3.1 EXAMINATION

- A. Do not begin installation until substrates have been properly prepared.
- B. Inspect and approve the deck condition, slopes and fastener backing if applicable, parapet walls, expansion joints, roof drains, stack vents, vent outlets, nailers and surfaces and elements.
- C. Verify that work penetrating the roof deck, or which may otherwise affect the roofing, has been properly completed.
- D. If substrate preparation and other conditions are the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

- A. General: Clean surfaces thoroughly prior to installation.
 1. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.
 2. Fill substrate surface voids that are greater than 1/4-inch-wide with an acceptable fill material.
 3. Roof surface to receive roofing system shall be smooth, clean, free from loose gravel, dirt and debris, dry and structurally sound.
 4. Wherever necessary, all surfaces to receive roofing materials shall be power broom and vacuumed to remove debris and loose matter prior to starting work.
 5. Do not apply roofing during inclement weather. Do not apply roofing membrane to damp, frozen, dirty, or dusty surfaces.
 6. Fasteners and plates for fastening components mechanically to the substrate shall provide a minimum pull-out capacity of 300 lbs. (136 k) per fastener. Base or ply sheets attached with cap nails require a minimum pullout capacity of 40 lb. per nail.
 7. Prime decks where required, in accordance with requirements and recommendations of the primer and deck manufacturer.
- B. Deck Preparation for Self-Adhered Roof System: Insulation shall be installed as specified in Section 05300. Sweep or blow away any dust, dirt or sand particles that could interfere with adhesion to approved substrate Georgia Pacific (GP) DensDeck Prime, DensDeck DuraGuard, or USG SecuRock and prime with self-adhering primer at the specified coverage rate.

3.3 INSTALLATION - GENERAL

- A. Install modified bitumen membranes and flashings in accordance with manufacturer's instructions and with the recommendations provided by the National Roofing Contractors Association's Roofing & Waterproofing Manual, the Asphalt Roofing Manufacturers Association, and applicable codes.
- B. General: Avoid installation of modified bitumen membranes at temperatures lower than 40-45 degrees F. When work at such temperatures unavoidable use the following precautions:
 - 1. Take extra care during cold weather installation and when ambient temperatures are affected by wind or humidity, to ensure adequate bonding is achieved between the surfaces to be joined. Use extra care at material seam welds and where adhesion of the applied product to the appropriately prepared substrate as the substrate can be affected by such temperature constraints as well.
 - 2. Unrolling of cold materials, under low ambient conditions must be avoided to prevent the likelihood of unnecessary stress cracking. Rolls must be at least 40 degrees F at the time of application. If the membrane roll becomes stiff or difficult to install, it must be replaced with roll from a heated storage area.
- C. Commence installation of the roofing system at the lowest point of the roof (or roof area), working up the slope toward the highest point. Lap sheets shingle fashion so as to constantly shed water
- D. All slopes greater than 2:12 require back-nailing to prevent slippage of the ply sheets. Use ring or spiral-shank 1-inch cap nails, or screws and plates at a rate of 1 fastener per ply (including the membrane) at each insulation stop. Place insulation stops at 16 ft o.c. for slopes less than 3:12 and 4 feet o.c. for slopes greater than 3:12. On non-insulated systems, nail each ply directly into the deck at the rate specified above. When slope exceeds 2:12, install all plies parallel to the slope (strapping) to facilitate back nailing. Install 4 additional fasteners at the upper edge of the membrane when strapping the plies.

3.4 INSTALLATION SELF ADHERED ROOF SYSTEM

- A. Optional Nailable Base Sheet: Install base sheet nailed to the substrate with the appropriate fastener and fastening pattern determined from your wind uplift calculation.
- B. Base Ply: Prior to installation sweep or blow away any dust, dirt or sand particles, on the surface that could interfere with adhesion.
 - 1. Prime the roof cover board at the recommended coverage rate with SA Primer at a rate of 0.50 gal per 100 sq.ft. Allow the primer to dry before installing the base sheet but it should be tacky for the base sheet application.
 - 2. Start HPR SA FR Base Sheet application at the low point of the roof with appropriate roll width to offset side laps 18 inches (457 mm) from side laps of base sheet. Install flush to roof edge if over base sheet, otherwise turn the HPR SA FR Base Sheet over the fascia minimum 2 inches (50 mm) and nail 9 inches (230 mm) o.c. At perimeter flashing extend the HPR SA FR Base Sheet up a minimum of 8 inches (203 mm). Design so that side laps are against the flow of water.
 - 3. Fold membrane back halfway lengthwise to remove the split release film. Press membrane securely into place, and repeat with the opposite half of the membrane. Use a heavy, weighted roller over entire surface of the HPR SA FR Base Sheet membrane to secure membrane. Work outwards to eliminate voids. When working with full rolls on large roofs, leave the membrane in position and remove the split release film from underneath the membrane.
 - 4. Overlap side laps of subsequent HPR SA FR Base Sheet membrane lengths 4 inches (100 mm) and end laps 8 inches (203 mm). Offset (stagger) end laps minimum 3 feet (0.9 m). Cut end laps at opposing diagonal corners at a 45-degree angle approximately 3 inches (76 mm) from the corners to minimize "T"- seams. Apply a bead or small trowel dab (quarter size) of Flashing Bond or Garla-Flex at the edge of the angled cut to avoid a capillary.

5. Use of a hand-held hot air gun at joint area prior to rolling membrane to maximize adhesion. Apply a bead of Flashing Bond or Garla-Flex, at all HPR SA FR Base Sheet side and end laps to eliminate a capillary.
 6. Use a heavy, weighted roller over the entire surface of HPR SA FR Base Sheet to secure it in place and prevent voids, working outward from center of sheet.
 7. Repeat the above steps to properly build 1 to 2 plies, as specified, of HPR SA FR Base Sheet.
 8. Don't leave the installed HPR SA FR Base Sheet exposed to the weather; cover with StressPly SA FR Mineral cap sheet the same day.
- C. Modified Cap Ply(s): Prior to installation sweep or blow away any dust, dirt or sand particles, on the HPR SA FR Base Sheet that could interfere with adhesion.
1. Install StressPly SA FR Mineral starting at the low point of the roof with an appropriate roll width to offset side laps from the underlying membrane a minimum of 18 inches (457 mm). Work with manageable lengths for proper handling. Position with salvage edge release strip at high side of roof. Install in shingle fashion, with no laps against the flow of water.
 2. Once positioned, lift and fold back lengthwise the lower half of the membrane, remove the split release film, and press firmly into place. Repeat with the other (high side of the roof) half of the membrane. Follow the same layout and split release film procedures as for HPR SA FR Base Sheet, but overlap side laps 4 inches (100 mm) and endlaps 8 inches (203 mm).
 3. Use a heavy, weighted roller over the entire surface of the StressPly SA FR Mineral sheet to secure it in place and prevent voids, working outward from the center of the sheet.
 4. As subsequent membrane lengths are installed, remove the selvage edge release strip just prior to overlapping to keep the adhesive area protected and clean. Cut end laps at opposing diagonal corners at a 45-degree angle approximately 4 inches (100 mm) from the corners to minimize "T" seams. Use Flashing Bond or Garla-Flex trowel grade, over the full 8-inch (200 mm) width of each end lap prior to overlapping. Apply a uniform 1/8 to 1/4 inch (3 to 6 mm) troweling of the Flashing Bond or Garla-Flex the full width of the end laps to the underlying membrane; then install the overlapping sheet.
 5. Always apply Flashing Bond or Garla-Flex the width of any overlap when applying the StressPly SA FR Mineral cap over another mineral surface such as the StressPly SA FR Mineral end lap.
 6. Install HPR SA FR Base Sheet and StressPly SA FR Mineral at vertical and other flashing over the already installed StressPly SA FR Mineral field plies.
- D. Fibrous Cant Strips: Provide non-combustible perlite or glass fiber cant strips at all wall/curb detail treatments where angle changes are greater than 45 degrees. Cant may be set in approved cold adhesives in accordance with Garland's recommendations.
- E. Wood Blocking, Nailers and Cant Strips: Provide wood blocking, nailers and cant strips as specified in Section 06114 and in accordance with Garland's recommendations.
- F. Metal Work: Provide metal flashings, counter flashings, parapet coping caps and thru-wall flashings as specified in Section 07620 or Section 07710. Install in accordance with in accordance with Garland's recommendations.
- G. Termination Bar: Provide metal termination bar or approved top edge securement at the terminus of all flashing sheets at walls and curbs. Fasten the bar a minimum of 8 inches (203 mm) o/c to achieve constant compression. Provide suitable, sealant at the top edge if required.
- H. Flashing Base Ply: At all vertical and other flashing details, install HPR SA FR Base Sheet and StressPly SA FR Mineral over the already installed StressPly SA FR Mineral field plies.

1. Prime the horizontal surface with SA Primer at a rate of 0.5 gal per 100 sq.ft. and allowed to dry.
 2. Over installed StressPly SA FR Mineral field plies apply a 3 foot (0.9 m) wide HPR SA FR Base Sheet extending a minimum of 10 inches (254 mm) onto the field of the roof. Apply a uniform 1/8 to 1/4 inch (3 to 6 mm) thick troweling of Flashing Bond or Garla-Flex, on to the existing StressPly SA FR Mineral field cap.
 3. If adhesion is not sufficient on the laps apply Flashing Bond or Garla-Flex at a 1/8 to 1/4 inch (3-6 mm) thick to fully seal laps before application of StressPly SA FR Mineral.
 4. Before installing StressPly SA FR Mineral flashing ply to mineral surfaced field ply, apply Flashing Bond or Garla-Flex, wherever the membrane overlaps onto mineral surfacing. Proceed with StressPly SA FR Mineral cap sheet installation. Apply a 3 foot (0.9 m) wide StressPly SA FR mineral extending a minimum of 10 inches (254 mm) onto the field of the roof, being sure to cover the base ply.
 5. Once the membrane has had a chance to bond, check all laps and joints for full adhesion. If the membrane can be lifted at any area it is not properly adhered. Use a seam probing tool to check for small voids at laps. If necessary, use appropriate hand-held hot air welding tool and seam roller to seal small un-bonded areas.
- I. Flashing Cap Ply: Apply as specified for Flashing Base Ply in strict conformance with the manufacturer's recommended procedures.

3.5 CLEANING

- A. Clean-up and remove daily from the site all wrappings, empty containers, paper, loose particles and other debris resulting from these operations.
- B. Remove asphalt markings from finished surfaces.
- C. Repair or replace defaced or disfigured finishes caused by Work of this section.

3.6 PROTECTION

- A. Provide traffic ways, erect barriers, fences, guards, rails, enclosures, chutes and the like to protect personnel, roofs and structures, vehicles and utilities.
- B. Protect exposed surfaces of finished walls with tarps to prevent damage.
- C. Plywood for traffic ways required for material movement over existing roofs shall be not less than 5/8 inch (16 mm) thick.
- D. In addition to the plywood listed above, an underlayment of minimum 1/2 inch (13 mm) recover board is required on new roofing.
- E. Special permission shall be obtained from the Manufacturer before any traffic shall be permitted over new roofing.

3.7 FIELD QUALITY CONTROL

- A. Inspection: Provide manufacturer's field observations at start-up and at intervals of approximately 30 percent, 60 percent and 90 percent completion. Provide a final inspection upon completion of the Work.
 1. Warranty shall be issued upon manufacturer's acceptance of the installation.
 2. Field observations shall be performed by a Sales Representative employed full-time by the manufacturer and whose primary job description is to assist, inspect and approve membrane installations for the manufacturer.
 3. Provide observation reports from the Sales Representative indicating procedures followed, weather conditions and any discrepancies found during inspection.

4. Provide a final report from the Sales Representative, certifying that the roofing system has been satisfactorily installed according to the project specifications, approved details and good general roofing practice.

3.8 SCHEDULES

A. Flashing Ply Adhesive:

1. Flashing Bond: Asphalt roofing mastic V.O.C. compliant, ASTM D 4586, Type II trowel grade flashing adhesive.
 - a. Non-Volatile Content ASTM D 4479 70 min.
 - b. Density ASTM D 1475 8.3 lbs./gal. (1kg/l)
 - c. Flash Point ASTM D 93 103 deg. F (39 deg. C)

B. Surfacing:

1. Flashing Cap (Ply) Sheet:
 - a. StressPly SA FR Mineral: 140 mil SBS (Styrene-Butadiene-Styrene) mineral surfaced self-adhered, rubber modified roofing membrane reinforced with a fiberglass and polyester composite scrim. ASTM D 6162, Type III Grade G
 - 1) Tensile Strength, ASTM D 5147
 - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 310 lbf/in XD 310 lbf/in
 - b) 50 mm/min. @ 23 +/- 2 deg. C MD 54.25 kN/m XD 54.25 kN/m
 - 2) Tear Strength, ASTM D 5147
 - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 500 lbf XD 500 lbf
 - b) 50 mm/min. @ 23 +/- 2 deg. C MD 2224 N XD 2224 N
 - 3) Elongation at Maximum Tensile, ASTM D 5147
 - a) 2 in/min. @ 73.4 +/- 3.6 deg. F MD 3.5% XD 3.5%
 - b) 50 mm/min. @ 23 +/- 2 deg. C MD 3.5% XD 3.5%
 - 4) Low Temperature Flexibility, ASTM D 5147, Passes -15 deg. F (-26 deg. C)

END OF SECTION

