



together **for** better

## CLARK COUNTY, NEVADA

**RFP NO. 607639-25**  
**JOB ORDER CONTRACTING**  
**NEVADA STATE LABOR COMMISSION PWP NUMBER: CL-2026-150**

<b>MARK SCOTT CONSTRUCTION, INC.</b>
NAME OF FIRM
CHRIS TRENT, VICE PRESIDENT
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
2835 CONTRA COSTA BOULEVARD PLEASANT HILL, CALIFORNIA 94523
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(925) 944-0502
(AREA CODE) AND TELEPHONE NUMBER
(AREA CODE) AND FAX NUMBER
<u>CTRENT@MSCONSTRUCTION.COM</u>
E-MAIL ADDRESS

607639-25  
JOB ORDER CONTRACTING

This Contract is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY or Owner), and MARK SCOTT CONSTRUCTION, INC. (hereinafter referred to as CONTRACTOR), for JOB ORDER CONTRACTING hereinafter referred to as PROJECT).

**WITNESSETH:**

WHEREAS, CONTRACTOR has the required licenses and/or authorizations pursuant to all federal, State of Nevada and local laws in order to conduct business relative to this Contract.

WHEREAS, NRS 211.030 provides that the Sheriff is the custodian of the jails in his county and of the prisoners therein and that he shall keep the jails personally, or by his deputy or by a jailer or jailers appointed by him for that purpose, for whose acts he is responsible; and

WHEREAS, LVMPD through its Detention Services Division (DSD) operates the Clark County Detention Center (CCDC) and the North Valley Complex (NVC). Accordingly, LVMPD DSD is COUNTY'S representative for all operations of the CCDC and NVC.

NOW, THEREFORE, COUNTY and CONTRACTOR agree as follows:

**SECTION I: TERM OF CONTRACT**

COUNTY agrees to retain CONTRACTOR for the period from date of award through June 30, 2029, with the option to renew for two (2) one-year periods subject to the provisions of Sections II and VIII herein. During this period, CONTRACTOR agrees to provide services as required by COUNTY within the scope of this Contract. COUNTY reserves the right to extend the Contract for up to an additional four (4) months for its convenience.

**SECTION II: COMPENSATION AND TERMS OF PAYMENT**

A. Compensation

COUNTY agrees to pay CONTRACTOR in accordance with the fixed price of each approved Job Order in accordance with **Exhibit J – Adjustment Factor Proposal Form**. It shall be CONTRACTOR'S responsibility to ensure that hours and tasks are properly budgeted so the entire PROJECT is completed.

B. Progress Payments

CONTRACTOR will be entitled to periodic payments for work completed in accordance with the completion of tasks indicated in the approved Job Order.

COUNTY will make one payment for all Job Orders that have a Job Order Completion Time of 45 days or less, or a Job Order Price of \$25,000 or less. For all other Job Orders, COUNTY may make partial, monthly payments based on the percentage of the work completed

Before submitting an Application for Payment (Final or Partial) CONTRACTOR shall reach an agreement with the Project Manager concerning the percentage complete of the Detailed Scope of Work and the dollar value for which the Application for Payment may be submitted.

C. Release of Retention

Not more than 95 percent of the amount of any progress payment must be paid until 50 percent of the work required by CONTRACTOR has been performed. The amount of retention with respect to progress payments shall be five percent (5%) until the work is 50 percent complete. After the work is 50 percent complete, no further amount shall be retained from future progress payments, provided CONTRACTOR is making satisfactory progress. In the event of unsatisfactory progress, COUNTY shall retain five percent (5%) from any progress payments. COUNTY, or COUNTY representative shall determine when the work is 50 percent complete.

The specified retention amount will be released following COUNTY'S issuance/approval of the Notice of Completion, provided that the following conditions are met:

1. All punch list items have been completed.
2. A Certificate of Occupancy or temporary Certificate of Occupancy has been received (if applicable).

3. Final record drawings and specifications have been submitted (if applicable).
4. No known premium delinquency exists with CONTRACTOR'S workers' compensation insurer.
5. All required documentation has been submitted to COUNTY and no request has been made to COUNTY by the Labor Commissioner, to hold retention.

COUNTY may at its discretion, withhold only the estimated portion of the retention monies needed to finish any of the five uncompleted conditions as specified above, and only with written notice to CONTRACTOR. The difference of the retention may then be paid.

D. Terms of Payments

1. Each invoice received by COUNTY must include a Progress Report based on actual work performed to date in accordance with the completion of tasks indicated in each individual Job Order, Scope of Work.
2. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COUNTY as it conforms to Section II. B above.
3. COUNTY, at its discretion, may not approve or issue payment on invoices if CONTRACTOR fails to provide the following information required on each invoice:
  - a. The title of the PROJECT, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, Company Name, Payment Remittance Address, Telephone Number and Itemized Pricing.
  - b. COUNTY'S representative shall notify CONTRACTOR in writing within fourteen (14) calendar days of any disputed amount included on the invoice. CONTRACTOR must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph D.2 above. Upon mutual resolution of the disputed amount CONTRACTOR will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph D.2 above.
4. No penalty will be imposed on COUNTY if COUNTY fails to pay CONTRACTOR within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
5. In the event that legal action is taken by COUNTY or CONTRACTOR based on a disputed payment, the prevailing party shall be entitled to reasonable attorneys' fees and costs subject to COUNTY'S available unencumbered budgeted appropriations for the PROJECT.
6. COUNTY shall subtract from any payment made to CONTRACTOR all damages, costs and expenses caused by CONTRACTOR'S negligence, resulting from or arising out of errors or omissions in CONTRACTOR'S work products, which have not been previously paid to CONTRACTOR.
7. COUNTY shall not provide payment on any invoice CONTRACTOR submits after six (6) months from the date CONTRACTOR performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit A, Scope of Work.
8. Invoices shall be submitted to: [rpmdcinvoices@clarkcountynv.gov](mailto:rpmdcinvoices@clarkcountynv.gov) and copied to the County's project representative.
9. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. CONTRACTOR will be provided information on how to enroll at time of award.

E. COUNTY'S Fiscal Limitations

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.
3. COUNTY'S total liability for all charges for services which may become due under this Contract is limited to the total maximum expenditure(s) authorized in COUNTY'S purchase order(s) to CONTRACTOR.

### **SECTION III: SCOPE OF WORK**

Services to be performed by CONTRACTOR for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit A of this Contract, attached hereto.

### **SECTION IV: CHANGES TO SCOPE OF WORK**

- A. COUNTY, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order.
- B. All Supplemental Job Orders shall be developed and priced in accordance with the Procedures for Developing All Job Orders.
- C. Price Proposals for Supplemental Job Orders shall include credits for deleted Pre-priced Tasks and Non-Pre-priced Tasks. Deleted tasks shall result in a credit equal to 100% of the value at which those tasks were included in the original Price Proposal.

### **SECTION V: RESPONSIBILITY OF CONTRACTOR**

- A. It is understood that in the performance of the services herein provided for, CONTRACTOR shall be, and is, an independent contractor, and is not an agent, representative or employee of COUNTY and shall furnish such services in its own manner and method except as required by this Contract. Further, CONTRACTOR has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by CONTRACTOR in the performance of the services hereunder.
- B. CONTRACTOR shall be solely responsible for, and shall indemnify, defend and hold COUNTY harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, demands, and regulations of any nature whatsoever.
- C. CONTRACTOR shall appoint a Manager, upon written acceptance by COUNTY, who will manage the performance of services. All of the services specified by this Contract shall be performed by the Manager, or by CONTRACTOR'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of CONTRACTOR be unable to complete his or her responsibility for any reason, CONTRACTOR must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If CONTRACTOR fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- D. CONTRACTOR has, or shall, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- E. CONTRACTOR agrees that its officers and employees shall cooperate with COUNTY in the performance of services under this Contract and shall be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- F. CONTRACTOR shall follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- G. CONTRACTOR shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by CONTRACTOR, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, CONTRACTOR shall follow practices consistent with generally accepted professional and technical standards.
- H. It shall be the duty of CONTRACTOR to assure that all products of its effort are technically sound and in conformance with all pertinent Federal, State and Local statutes, codes, ordinances, resolutions and other regulations. CONTRACTOR will not produce a work product which violates or infringes on any copyright or patent rights. CONTRACTOR shall, without additional compensation, correct or revise any errors or omissions in its work products.
  - 1. Permitted or required approval by COUNTY of any products or services furnished by CONTRACTOR shall not in any way relieve CONTRACTOR of responsibility for the professional and technical accuracy and adequacy of its work.
  - 2. COUNTY's review, approval, acceptance, or payment for any of CONTRACTOR'S services herein shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and CONTRACTOR shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by CONTRACTOR'S performance or failures to

perform under this Contract.

- I. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by CONTRACTOR for COUNTY relating to the services to be performed hereunder and not otherwise used or useful in connection with services previously rendered, or services to be rendered, by CONTRACTOR to parties other than COUNTY shall become the property of COUNTY and shall be delivered to COUNTY'S representative upon completion or termination of this Contract, whichever comes first. CONTRACTOR shall not be liable for damages, claims, and losses arising out of any reuse of any work products on any other project conducted by COUNTY. COUNTY shall have the right to reproduce all documentation supplied pursuant to this Contract.
- J. The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.
- K. Prison Rape Elimination Act Compliance  
CONTRACTOR must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C. 15601 et.seq.), with all applicable PREA standards, with all applicable policies related to PREA and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within Clark County Detention Center (CCDC) or North Valley Complex (NVC) facilities/offices owned, operated or contracted. CONTRACTOR acknowledges that, in addition to "self-monitoring requirements" Detention Services Division (DSD) will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA standards and DSD policies may result in termination of this Contract.
- L. CONTRACTOR shall be fully and solely responsible for safety and health conditions for conducting all operations under this Contract and at all times in such a manner as to avoid the risk of endangerment to health, bodily harm to persons, and damage to property. CONTRACTOR shall continually and diligently inspect all equipment, materials and work to discover any conditions which might involve such risks and shall be solely responsible for discovery and correction of any such conditions. CONTRACTOR shall furnish all safety equipment, supplies and instructions required for the work and enforce the proper use of such by its employees, agents, subcontractors and any and all sub-tier levels and suppliers. CONTRACTOR shall notify COUNTY in writing of the name of their assign employee responsible for safety and health including a twenty-four (24) hour telephone number prior to commencement of work. CONTRACTOR shall comply with all requirements of Nevada Revised Statute Chapter 618, Occupational Safety and Health, Nevada Administrative Code Chapter 618 and have established an active Safety Program in accordance therewith.

#### **SECTION VI: RESPONSIBILITY OF COUNTY**

- A. COUNTY agrees that its officers and employees will cooperate with CONTRACTOR in the performance of services under this Contract and will be available for consultation with CONTRACTOR at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by CONTRACTOR under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, John Advent, Real Property Management, telephone number (702) 455-5476 or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and will inform CONTRACTOR by written notice before the effective date of each such delegation.
- C. The review comments of COUNTY'S representative may be reported in writing as needed to CONTRACTOR. It is understood that COUNTY'S representative's review comments do not relieve CONTRACTOR from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY will assist CONTRACTOR in obtaining data on documents from public officers or agencies, and from private citizens and/or business firms, whenever such material is necessary for the completion of the services specified by this Contract.
- E. CONTRACTOR will not be responsible for accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent CONTRACTOR.
- F. The review comments of COUNTY'S representative may be reported in writing as needed to CONTRACTOR. It is understood that COUNTY'S representative's review and oral comments do not relieve CONTRACTOR from the responsibility for the timely

completion, professional quality and technical accuracy of all work delivered under this Contract unless modified through an approved Supplemental Job Order.

**SECTION VII: TIME SCHEDULE**

- A. Time is of the essence of this Contract.
- B. CONTRACTOR shall complete the PROJECT in accordance with the milestones contained in each individual Job Order.
- C. At the sole discretion of COUNTY, liquidated damages will be assessed, if at all, on a Job Order-by-Job-Order basis. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Substantial Completion Time, as amended pursuant to this Contract, the amount per calendar day specified in following table, Schedule of Liquidated Damages, will be deducted from any money due CONTRACTOR, not as a penalty but as liquidated damages.

<u>Value of Job Order</u>	<u>Liquidated Damages</u>
<u>\$0 to \$10,000</u>	<u>\$100/Day</u>
<u>\$10,001 to \$50,000</u>	<u>\$250/Day</u>
<u>Over \$50,000</u>	<u>\$500/Day</u>

**SECTION VIII: SUSPENSION AND TERMINATION**

- A. Termination by COUNTY for Cause
  - 1. COUNTY may terminate the Contract for Construction if Contractor:
    - a) Fails to maintain Bonding, Nevada State Contractor's Board License, Worker's Compensation Insurance, insurance coverage for limits as defined in the contract documents; or
    - b) Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials; or
    - c) Persistently disregards laws, ordinances, or rules, regulations or order of a public authority having jurisdiction; or
    - d) Has otherwise materially breached the Contract.
  - 2. When any of the above reasons exist, COUNTY may without prejudice to any other rights or remedies of COUNTY and after giving Contractor and Contractor's Surety, if any, advance written notice, terminate the contract with Contractor and may, subject to any prior rights of the Surety:
    - a) Take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by Contractor;
    - b) Accept assignment of Subcontractors pursuant to this Contract (contingent assignment of subcontracts to COUNTY if Contract is terminated); and,
    - c) Finish the work by whatever reasonable method COUNTY may deem expedient.
  - 3. When COUNTY terminates the Contract for one of the reasons stated in this section "Termination by COUNTY for Cause," Contractor shall be entitled to receive payment only on work completed and accepted by COUNTY as of that termination date.
  - 4. If the costs of finishing the work, including expenses made necessary thereby, exceed the Contract amount, Contractor shall pay the difference to COUNTY. The amount to be paid to COUNTY shall survive Termination of the Contract.
- B. Suspension by COUNTY for Convenience
  - 1. COUNTY may, without cause, order Contractor in writing to suspend, delay or interrupt the work in whole or in part for such period of time as COUNTY may determine.
  - 2. An adjustment shall be made for increase in the cost of performance of the requirements of the Contract documents, including profit on the increased cost of performance, caused by suspension, delay or interruption. No adjustment shall be made to the extent:
    - a) That performance is, was or would have been so suspended, delayed or interrupted by another cause for which Contractor is responsible; or
    - b) That an equitable adjustment is made or denied under another provision of the Contract.
  - 3. Adjustments made in the cost of performance must have a mutually agreed fixed price.



TO CONTRACTOR: Mark Scott Construction, Inc.  
Attn: Chris Trent  
2835 Contra Costa Boulevard  
Pleasant Hill, California 94523

TO CONTRACTOR: Mark Scott Construction, Inc.  
(For Insurance Notices) Attn: Troy Brincat  
2835 Contra Costa Boulevard  
Pleasant Hill, California 94523  
Email tbrincat@msconstruction.com

## **SECTION XI: MISCELLANEOUS**

### **A. Independent Contractor**

CONTRACTOR acknowledges that CONTRACTOR and any subcontractors, agents or employees employed by CONTRACTOR shall not, under any circumstances, be considered employees of COUNTY, and that they shall not be entitled to any of the benefits or rights afforded employees of COUNTY, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits. COUNTY will not provide or pay for any liability or medical insurance, retirement contributions or any other benefits for or on behalf of CONTRACTOR or any of its officers, employees or other agents.

### **B. Immigration Reform and Control Act**

In accordance with the Immigration Reform and Control Act of 1986, CONTRACTOR agrees that it will verify the identity and employment eligibility of anyone employed under this Contract.

### **C. Non-Discrimination/Public Funds**

The Board of County Commissioners (BCC) is committed to promoting full and equal business opportunity for all persons doing business in Clark County. CONTRACTOR acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. CONTRACTOR recognizes that if they or their subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or gender expression, age, disability, national origin, or any other protected status, COUNTY may declare CONTRACTOR in breach of the Contract, terminate the Contract, and designate CONTRACTOR as non-responsible.

### **D. Assignment**

Any attempt by CONTRACTOR to assign or otherwise transfer any interest in this Contract without the prior written consent of COUNTY shall be void.

### **E. Indemnity**

CONTRACTOR does hereby agree to defend, indemnify, and hold harmless COUNTY and Las Vegas Metropolitan Police Department and their employees, officers and agents of COUNTY and Las Vegas Metropolitan Police Department from any liabilities, damages, losses, claims, actions or proceedings, including, without limitation, reasonable attorneys' fees, that are caused by the negligence, errors, omissions, recklessness or intentional misconduct of CONTRACTOR or the employees or agents of CONTRACTOR in the performance of this Contract.

### **F. Governing Law**

Nevada law shall govern the interpretation of this Contract.

### **Governing Order of Precedence**

Any inconsistency in Contract Documents shall be resolved by giving precedence in the following order:

1. Permits required by law from other agencies, and/or County, issued to Contractor, and/or County.
2. Supplemental Job Order

3. Job Order (including Detailed Scopes of Work, Job Order Proposals)
4. Division 1 General Requirements
5. COUNTY issued Technical Specifications and Building Standards
6. The Construction Task Catalog®
7. Construction Catalog® Technical Specifications
8. Contract Amendments (later takes precedence over earlier)
9. Contract
10. Uniform Standard Drawings for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, and all revisions through date of advertisement.

G. Gratuities

1. COUNTY may, by written notice to CONTRACTOR, terminate this Contract if it is found after notice and hearing by COUNTY that gratuities (in the form of entertainment, gifts, or otherwise) were offered or given by CONTRACTOR or any agent or representative of CONTRACTOR to any officer or employee of COUNTY with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or making of any determinations with respect to the performance of this Contract.
2. In the event this Contract is terminated as provided in Paragraph 1 hereof, COUNTY shall be entitled:
  - a. to pursue the same remedies against CONTRACTOR as it could pursue in the event of a breach of this Contract by CONTRACTOR; and
  - b. as a penalty in addition to any other damages to which it may be entitled by law, to exemplary damages in an amount (as determined by COUNTY) which shall be not less than three (3) nor more than ten (10) times the costs incurred by CONTRACTOR in providing any such gratuities to any such officer or employee.
3. The rights and remedies of COUNTY provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

H. Audits

The performance of this Contract by CONTRACTOR is subject to review by COUNTY to ensure contract compliance. CONTRACTOR agrees to provide COUNTY any and all information requested that relates to the performance of this Contract. All requests for information will be in writing to CONTRACTOR. Time is of the essence during the audit process. Failure to provide the information requested within the timeline provided in the written information request may be considered a material breach of Contract and be cause for suspension and/or termination of the Contract. COUNTY shall have the right at all reasonable time during performance of the work under this Contract for a period of seven (7) years after final completion of the work to examine, audit, inspect, review, extract information from and copy all books, records, accounts and other documents of CONTRACTOR relating to this Contract.

CONTRACTOR shall maintain all data and records pertinent to each Job Work Order, in accordance with generally accepted accounting principles, and shall preserve and make available all data and records until the expiration of seven (7) years after the date of final payment under this Contract, or for such longer period, if any, as is required by applicable statute or by other Articles. The authorized representatives of COUNTY shall have access to all such data and records for such time period to inspect, audit and make copies thereof during normal business hours. CONTRACTOR covenants and agrees that it shall require that any Subcontractor utilized in the performance of a Job Order shall permit the authorized representatives of COUNTY, to similarly inspect and audit all data and records of said subcontractors relating to the performance of said Subcontractors under this Contract for the same time period.

I. Covenant

CONTRACTOR covenants that it presently has no interest and that it will not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. CONTRACTOR further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

J. Confidential Treatment of Information

CONTRACTOR shall preserve in strict confidence any information obtained, assembled or prepared in connection with the performance of this Contract.

K. ADA Requirements

All work performed or services rendered by CONTRACTOR shall comply with the Americans with Disabilities Act standards adopted by Clark County. All facilities built prior to January 26, 1992 must comply with the Uniform Federal Accessibility Standards; and all facilities completed after January 26, 1992 must comply with the Americans with Disabilities Act Accessibility Guidelines.

L. Disclosure of Ownership Form

CONTRACTOR agrees to provide the information on the attached Disclosure of Ownership/Principals form prior to any contract and/or contract amendment to be awarded by the Board of County Commissioners.

M. Authority

COUNTY is bound only by COUNTY agents acting within the actual scope of their authority. COUNTY is not bound by actions of one who has apparent authority to act for COUNTY. The acts of COUNTY agents which exceed their contracting authority do not bind COUNTY.

N. Force Majeure

CONTRACTOR shall be excused from performance hereunder during the time and to the extent that it is prevented from obtaining, delivering, or performing, by acts of God, fire, war, loss or shortage of transportation facilities, lockout or commandeering of raw materials, products, plants or facilities by the government. CONTRACTOR shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

O. Severability

If any terms or provisions of Contract shall be found to be illegal or unenforceable, then such term or provision shall be deemed stricken and the remaining portions of Contract shall remain in full force and effect.

P. Non-Endorsement

As a result of the selection of CONTRACTOR to supply goods or services, COUNTY is neither endorsing nor suggesting that CONTRACTOR'S service is the best or only solution. CONTRACTOR agrees to make no reference to COUNTY in any literature, promotional material, brochures, sales presentations, or the like, without the express written consent of COUNTY.

Q. Public Records

COUNTY is a public agency as defined by state law, and as such, is subject to the Nevada Public Records Law (Chapter 239 of the Nevada Revised Statutes). Under the law, all of COUNTY'S records are public records (unless otherwise declared by law to be confidential) and are subject to inspection and copying by any person. All Contract documents are available for review following the award of the Contract.

R. Companies that Boycott Israel

CONTRACTOR certifies that, at the time it signed this Contract, it was not engaged in, and agrees for the duration of the Contract, not to engage in, a boycott of Israel. Boycott of Israel means, refusing to deal or conduct business with, abstaining from dealing or conducting business with, terminating business or business activities with or performing any other action that is intended to limit commercial relations with Israel; or a person or entity doing business in Israel or in territories controlled by Israel, if such an action is taken in a manner that discriminates on the basis of nationality, national origin or religion. It does not include an action which is based on a bona fide business or economic reason; is taken pursuant to a boycott against a public entity of Israel if the boycott is applied in a nondiscriminatory manner; or is taken in compliance with or adherence to calls for a boycott of Israel if that action is authorized in 50 U.S.C. § 4607 or any other federal or state law.

S. State of Nevada Legal Holidays

CONTRACTOR is advised that below there are 10 firm legal holidays and 11 when December 31st falls on Friday.

Martin Luther King's Birthday

Presidents' Day

Memorial Day  
Juneteenth  
Independence Day  
Labor Day  
Nevada Admission Day  
Veteran's Day  
Thanksgiving Day and the Friday After  
Christmas Day  
New Year's Day

CONTRACTOR to verify dates with COUNTY'S representative prior to commencement of the Project.

T. Non-Discrimination and Fair Employment Practices

1. Discrimination:

The Board of County Commissioners is committed to promoting full and equal business opportunity for all persons doing business in Clark County. CONTRACTOR acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. CONTRACTOR recognizes that if CONTRACTOR or their Subcontractors are found guilty by an appropriate authority of refusing to hire or do business with an individual or company due to reasons of race, color, religion, sex, sexual orientation, gender identity or expression, age, disability, national origin, or any other protected status; COUNTY may declare CONTRACTOR in breach of Contract and terminate Contract.

2. Fair Employment Practices:

In connection with the performance of work under this Contract, 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, age, disability, national origin, or any other protected status. Such agreement shall include, but not be limited 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.

Contractor further agrees to insert this provision in all subcontracts hereunder. Any violation of such provision by CONTRACTOR shall constitute a material breach of this Contract.

3. Close-out Documentation

As a part of the required Contract close-out documentation, CONTRACTOR shall submit a Summary Report of Material Suppliers and Subcontractors listing the name of the Subcontractor, work performed, the Business Enterprise Group (BEG), Ethnicity Status, and Value of the contracts. The close-out document shall be submitted in a manner that substantially meets the format and content of the form attached hereto as **Close-out Documentation Summary Report of Subcontractors. See Exhibit I.**

4. The Business Enterprise Categories are defined as follows:

a. MINORITY OWNED BUSINESS ENTERPRISE (MBE):

b. An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent owned and controlled by one or more minority persons of African American (AA), Hispanic American (HA), Asian-Pacific American (AX) or Native American (NA) ethnicity. WOMEN OWNED BUSINESS ENTERPRISE (WBE):

An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent owned and controlled by one or more women.

- c. **PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE):**  
An independent and continuing business for profit, which performs a commercially useful function and is at least 51 percent owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- d. **SMALL BUSINESS ENTERPRISE (SBE):**  
An independent and continuing business for profit which performs a commercially useful function, is not owned and controlled by individuals designated as minority, women, or physically challenged, and where gross annual sales does not exceed \$2,000,000.
- e. **VETERAN OWNED ENTERPRISE (VET):**  
A Nevada business at least 51% owned/controlled by a veteran.
- f. **DISABLED VETERAN OWNED ENTERPRISE (DVET):**  
A Nevada business at least 51% owned/controlled by a disabled veteran.
- g. **EMERGING SMALL BUSINESS (ESB):**  
Certified by the Nevada Governor's Office of Economic Development effective January, 2014. Approved into Nevada Law during the 77th Legislative session as a result of AB294.

The information provided by CONTRACTOR is for COUNTY'S information only, as requested by the Board of County Commissioners.

U. Notice to Proceed

1. **Notice to Proceed (for Work)**

After receipt of all required post-bid bonds and proof of insurance, and any other required post-bid submittals, the Purchasing and Contracts Division will issue a Notice of Award which authorizes Contractor to immediately execute the required contracts with equipment and material supplier(s), required Subcontractors, and apply for and obtain any necessary permits. The Real Property Management Department shall issue a Notice to Proceed to commence the work.

2. **Administrative Notice to Proceed**

COUNTY will issue the Administrative Notice to Proceed upon execution of the Contract by all parties and after the Notice of Award from the Purchasing and Contracts Division has been issued. Administrative Notice to Proceed will allow Contractor to attend weekly pre-construction meetings with COUNTY and Architect, and prepare and process submittals, prepare and submit shop drawings, order materials, initiate background checks, submit badge applications, process Request for Information (RFI), and similar Administrative activities that do not involve mobilization or actual Construction. The Administrative Notice to Proceed will initiate the Contract Calendar for all measurement and tracking purposes. Submittals, supplies, material orders, equipment, and background **investigation** coordination must be completed within sixty (60) calendar days. During this time period, COUNTY may issue the Notice to Proceed for the Work" but not before background investigations are complete.

V. Time: Completion of Project

- 1. This Contract is for maintenance, repair, alteration, demolition, renovation, remediation or minor construction of a public work. CONTRACTOR shall commence the work to be performed on the date set by COUNTY'S departmental representative and CONTRACTOR and reflected in the approved Job Order, continuing the work in accordance with the approved schedule and completing the entire work within the timeframe stated in the approved Job Order. Further, separable portions of the work may be subject to milestone or specific dates as established in this document. CONTRACTOR shall complete all work or separable portions of work in accordance with specified milestones or specific dates and in accordance with these specifications.

- a. The time specified above represents no overtime requirement. COUNTY reserves the right to require CONTRACTOR to perform work after COUNTY'S normal business hours to avoid disruption to COUNTY'S operation. COUNTY is not responsible for any additional costs related to overtime work performed.

- b. CONTRACTOR shall have the ability to perform services on a minimum of seven active construction project job orders issued by County simultaneously with a value of up to \$99,999.00 each.
- c. Emergency Job orders: Within four (4) hours of receipt of COUNTY'S phone call authorization, emailed authorization, and/or job order / request for services, CONTRACTOR shall visit work site, collaborate with COUNTY and others to develop the scope of services to be performed and complete the required PRICE PROPOSAL form including project completion dates and totals and return PRICE PROPOSAL form to COUNTY'S representative within twelve (12) hours of conclusion of site visit.
- d. Planned Job orders: Within seven (7) business days of receipt of COUNTY Representative's, emailed authorization with job order / request for services attached, CONTRACTOR shall visit work site, collaborate with the County and others to develop the scope of services to be performed and complete the required PRICE PROPOSAL form including project completion dates and totals and return PRICE PROPOSAL form to COUNTY'S representative.

2. CONTRACTOR'S Performance of Work

CONTRACTOR shall perform all work as may be necessary to complete the CONTRACT in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, tools, labor or incidentals necessary to complete the work in the best possible and most expeditious manner.

W. Permits and Fees

CONTRACTOR shall determine and secure and pay for all fees and permits which may include, but not be limited to the following: building permit; plan check fee; dust control permit; sanitation/sewer; storm water pollution, water; tortoise; and other permits, connection and governmental fees; licenses; and all special inspections necessary for proper execution and completion of the work, unless otherwise specified. CONTRACTOR shall direct questions to the designated contacts specified in the applicable PRICE PROPOSAL form. Cost of permits and fees shall be reimbursed to CONTRACTOR with no mark-up allowed upon presentation of a paid invoice to COUNTY.

X. Utilities

CONTRACTOR shall, at its expense, arrange for, develop and maintain all utilities in work areas to meet the requirements of the Contract. Such utilities shall be furnished by CONTRACTOR at no additional cost to COUNTY.

Y. Standards and Codes

- 1. Wherever references are made in the Contract to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply to the work of the project, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.
- 2. Where applicable, reference to the Uniform Standard Specifications shall mean the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition and revisions thereof, excluding Sections 102 and 103 of Division One, and/or the latest adopted Editions of the Uniform Building Code, Plumbing Code, Electrical Code, Fire Code, and Mechanical Code.

Z. Taxes

CONTRACTOR shall pay all taxes, levies, duties and assessments of any nature that may be applicable to any work under this Contract. The Contract amount and any approved change orders amounts shall include all taxes imposed by law. CONTRACTOR shall make any and all payroll deductions required by law. CONTRACTOR herein indemnifies and holds COUNTY harmless from any liability regarding any and all such taxes, levies, duties, assessments and deductions.

AA. Patent Indemnity

- 1. CONTRACTOR hereby indemnifies and shall defend and hold harmless COUNTY, its officers, employees, agents and, if applicable, its construction manager, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by COUNTY and its construction manager, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the Contract by CONTRACTOR,

or out of the processes or actions employed by, or on behalf of CONTRACTOR in connection with the performance of the Contract. CONTRACTOR shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by COUNTY or its construction manager; provided that COUNTY or its construction manager shall have notified CONTRACTOR upon becoming aware of such claims or actions and provided further that CONTRACTOR'S aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by COUNTY or its construction manager.

2. CONTRACTOR shall have the right, in order to avoid such claims or actions, to substitute at its expense non infringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become non infringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this Contract.

**BB. Substitutions ("Or Equal")**

**1. Policy**

- a. Prior to proposing any substitute material, product, or service, CONTRACTOR shall satisfy itself that the material, product, or service proposed is, in fact, equal to that specified. CONTRACTOR may only request a substitution if a material or product will fit into the space allocated, affords comparable ease of operations, maintenance and service, that the appearance, and longevity is equal to or better than the material or product specified; or that the substitution of such material, product, or service by reason of cost savings, reduced construction time, or similar demonstrable benefit will be in COUNTY'S interest.
- b. The burden of proof of equality of a proposed substitution for a specified material, product, or service shall be upon CONTRACTOR. CONTRACTOR shall support its request with sufficient test data and other means to permit COUNTY to make a fair and equitable decision on the merits of the proposal. CONTRACTOR shall submit drawings, samples, data and certificates for proposed substitute materials. Any material, product, or service by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. COUNTY will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.
- c. Approval of a substitution shall not relieve CONTRACTOR from responsibility for compliance with all requirements of the CONTRACT. CONTRACTOR shall bear the expense for any changes in other parts of the work caused by any substitutions.
- d. Materials, products or service proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of the specific material, product or service.
- e. Substitutions will not be permitted in those instances where the product is intended to accommodate artistic design, specific function or economy of maintenance.

**2. Procedure**

Should CONTRACTOR wish to use any material, product, or service other than those specified by brand or trade name, it shall, submit a written request for substitution accompanied by all data necessary for COUNTY to determine whether the requested substitution is equal to the specified material, product, or service. The submission of a request to substitute a material, product, or service gives rise to no obligation on the part of COUNTY to accept such substitute as the equal of that specified.

If the substitute is acceptable, COUNTY will provide written approval to be attached to the project specific PRICE PROPOSAL form by CONTRACTOR prior to submittal to COUNTY for signature.

CC. Delivery, Unloading and Storage

CONTRACTOR shall receive, unload, store in a secure place, and deliver from storage to the construction site all materials and equipment required for the performance of the Contract. The storage facilities and methods of storing shall meet COUNTY'S approval. Materials and equipment subject to degradation by exposure shall be stored in a suitable enclosure provided by CONTRACTOR.

DD. Payment of Material

1. Payment for material will be made upon final acceptance by COUNTY of work outlined in each Job Order and after presentation of paid invoices.
2. Material Price Spike Adjustment

Material price spike adjustment: For the purpose of this clause, a "major spike" is defined as a spike in a specific material cost of more than 25% above what the cost of that material was on the date the Construction Task Catalog® was issued.

In the event a major spike occurs in a specific material cost, CONTRACTOR may submit a request for a price modification to a Unit Price or individual Job Order. In order to initiate such a request, CONTRACTOR shall,

1. Identify the specific material that has experienced a major spike,
2. Identify Pre-priced Task(s) or Job Orders that require the material experiencing a major spike, and
3. Demonstrate that the spike exists by submitting a minimum of three quotes on material supplier letterhead to show that the current price meets the "major spike" definition above.

COUNTY, after review of a request, may elect to adjust the Unit Price or Job Order by considering it a Non-Pre-Priced item. The adjustment will be for the difference between the material cost at the time the Construction Task Catalog® was issued times the quantity stated in the Job Order. The adjustment will not include any other markup, and the Non-Pre-Priced adjustment factor will not apply.

COUNTY, at its option, may also determine that a drastic decrease in a material cost warrants the same Non-Pre-Priced adjustment downward in the Unit Price or a Job Order.

EE. Warranty

1. Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any work covered by the Contract shall be new, and where grade is not specified, shall be of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to COUNTY. Unless otherwise provided in the Contract, CONTRACTOR warrants all equipment, materials, and labor furnished or performed under this Contract against defects in design, materials (unless furnished by COUNTY), and workmanship for a period of **12 months** (unless longer guarantees or warranties are provided for in the Contract in which case the longer periods of time shall prevail) from the date of Substantial Completion, regardless of whether the same were furnished or performed by CONTRACTOR or by any of its subcontractors of any tier. Upon receipt of written notice from COUNTY of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by CONTRACTOR at a time acceptable to COUNTY.
2. CONTRACTOR shall perform such tests as COUNTY may require verifying that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement and testing, including the removal of any barrier, necessary to gain access, shall be borne by CONTRACTOR.
3. CONTRACTOR warrants such redesigned, repaired or replaced work against defective design, materials and workmanship for a period of 12 months from and after date of acceptance thereof. Should CONTRACTOR fail to

promptly make the necessary redesign, repair, replacement, and tests, COUNTY may perform or cause to be performed the same at CONTRACTOR'S expense. CONTRACTOR and its surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein.

FF. Prevailing Wages

1. CONTRACTOR and Subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including NRS 338.020 through 338.090. CONTRACTOR shall ensure that all employees on the work are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the contract totals \$100,000 or more. CONTRACTORS are responsible to identify and use the correct prevailing wage rates, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: [www.Labor.NV.Gov](http://www.Labor.NV.Gov), or by calling (702) 486-2650. Per NAC 338.040, after a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remains in effect for the duration of the project.
2. In accordance with NRS 338.013.3, CONTRACTOR shall report to the Labor Commissioner and COUNTY the name and address of each subcontractor performing work on the project within 10 days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.
3. In accordance with NRS 338.060 and 338.070, CONTRACTOR shall forfeit as a penalty to COUNTY, amounts specified in NRS 338.060, for each calendar day or portion thereof that each worker employed on COUNTY'S project is paid less than the designated rate for any work done under the contract by CONTRACTOR or any Subcontractor under it. If CONTRACTOR or any Subcontractor on the project fails to submit the certified payroll reports to COUNTY within 15 calendar days after the end of the month, CONTRACTOR shall forfeit as a penalty to COUNTY, amounts specified in NRS 338.060, for each calendar day or portion thereof for each worker employed on the project during the reporting period. The Labor Commissioner shall establish a sliding scale based on the size of CONTRACTOR'S business to determine the amount per worker per day to be imposed. Any Contractor or Subcontractor, or agent or representative thereof, performing work on the project, who neglects to comply with the prevailing wage, is guilty of a misdemeanor. If a penalty is imposed, in addition to any penalties allowed by NRS 338.060, the Prime CONTRACTOR shall reimburse COUNTY for all costs associated with wage complaint investigations for the project, including but not limited to, actual staff time, materials used, and attorneys' fees.
4. In accordance with NRS 338.070 (5) (a) (b) and NRS 338.070 (6), CONTRACTOR and each Subcontractor shall keep or cause to be kept:
  - a. An accurate record showing for each worker employed by CONTRACTOR or Subcontractor;
    1. The name of the worker;
    2. The occupation of the worker;
    3. The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
    4. The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
    5. If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
    6. The actual per diem, wages, and benefits paid to the worker.
  - b. An additional accurate record showing for each worker employed by CONTRACTOR or Subcontractor who has a driver's license or identification card;
    1. The name of the worker;

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

The records maintained pursuant to the requirements indicated above must be open at all reasonable hours to inspection by COUNTY. CONTRACTOR, and all Subcontractors, shall ensure that a copy of each record for each calendar month, together with a cumulative summary of the percentage of workers that hold a valid driver's license or identification card issued by the State of Nevada, is received by COUNTY no later than 15 days after the end of the month. The copy of the record maintained pursuant to paragraph one (1) of this section must be open to public inspection, as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph two (2) of this section is confidential and not open to public inspection. CONTRACTOR, or any Subcontractor or agent or representative thereof, doing work on the Project who neglects to comply with the terms of this provision is guilty of a misdemeanor. A copy of the records of work performed on the Project by CONTRACTOR and each Subcontractor shall be submitted to COUNTY at the following address:

Clark County Government Center  
Purchasing and Contracts Division, 4th Floor  
Attn: Construction Compliance Officer  
500 South Grand Central Parkway  
P.O. Box 551217  
Las Vegas, Nevada 89155-1217

Attached are sample forms that may be used to document the above required information. See **Exhibit D**.

Two years after Project's final payment is made by COUNTY; the records in COUNTY'S possession may be destroyed.

5. CONTRACTOR shall comply with the requirements of NRS 338.020 and post on the site of the public work in a place generally visible place to the workers, the Nevada Prevailing Wage Rates and all addenda.
6. Certified Payroll Reports: Pursuant to NRS 338.070, on any public work contract awarded for more than \$100,000, CONTRACTOR and each Subcontractor are required to keep an accurate record showing the name, the occupation and the actual per diem wages and benefits paid to each worker employed by it in connection with the public work.

Each CONTRACTOR and every lower-tier subcontractor will be required to submit certified payrolls and other labor compliance documentation electronically at the discretion of and the manner specified by COUNTY. Each CONTRACTOR and subcontractor will be given a Log On identification and password to access the Clark County reporting system at [www.LCPtracker.net](http://www.LCPtracker.net). In the event that electronic reporting is not required for a project, CONTRACTOR will be notified after the award of the Job Order.

Use of the LCPtracker system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked, and hours worked on this project, wage and benefit rates paid, etc. CONTRACTOR'S payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

This requirement will be 'flowed down' to every lower-tier subcontractor and supplier/vendor required to provide labor compliance documentation.

CONTRACTOR and each Subcontractor are required to submit a copy of the record for each calendar month to COUNTY no later than 15 calendar days after the end of the month for the purposes of public inspection. CONTRACTOR shall be responsible for coordinating the submittal of all the certified payroll reports for the project, including its reports and the reports of all the subcontractors who are performing work on the project. CONTRACTOR shall not withhold from a subcontractor the sums necessary to cover any penalties withheld from CONTRACTOR by the public body because CONTRACTOR failed to submit certified payroll reports within 15 calendar days after the end

of the month if the Subcontractor provided certified payroll reports to CONTRACTOR within 10 calendar days after the end of the month or the date agreed upon by CONTRACTOR and Subcontractor. CONTRACTOR shall submit COUNTY'S copy of its certified payroll and the certified payroll of each of the subcontractors performing work on the project, utilizing LCPtracker or CONTRACTOR shall submit paper copies if notified.

Certified Payroll Reports will be available for public viewing. The Construction Compliance Officer may be contacted at (702) 455-5252 to view the reports.

GG. CONTRACTORS Who Received Preference

If CONTRACTOR submitted a signed and notarized Affidavit, CONTRACTOR must:

1. Each Contract between Contractor and a Subcontractor must provide for the apportionment of liquidated damages to be assessed if a person other than Contractor is responsible for a breach of the Affidavit. The apportionment of liquidated damages must be in proportion to the responsibility of each party for the breach.
2. Submit copies of the vehicle registration for all vehicles used primarily for the public work. For vehicles that are not registered in the State of Nevada, submit documentation confirming that the vehicle is registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the DMV pursuant to NRS 706.826. The documentation required by this subparagraph shall be provided no later than 30 calendar days following the first use of a vehicle on the Site and shall be supplemented as necessary during the course of the work to comply with the requirements certified by the Affidavit. Attached is a sample form that may be used to submit the documentation. See **Exhibit E**.
3. Submit a monthly report of all Suppliers of materials used for the Project with company name and address. Report shall be submitted no later than 15 calendar days following the end of each month during the course of the Work. A report showing the information in cumulative summary form shall be provided as a condition of Final Completion. See **Exhibit F**.

HH. Employment of Unauthorized Aliens

In accordance with the Immigration Reform and Control Act of 1986, CONTRACTOR agrees that it will not employ unauthorized aliens in the performance of this Contract.

II. Preferential Employment

All contractors shall comply with the preferential employment provisions of NRS 338.130 for public works contracts. This law requires that, when the qualifications of applicants are equal, that preference be given: First, to honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada; second, to other citizens of the State of Nevada. If the provisions of NRS 338.130 are not complied with by CONTRACTOR, this Contract is void, and any failure or refusal to comply with any of the provisions of NRS 338.130 renders this Contract void.

JJ. Reporting of Alleged Violations of The Law

CONTRACTOR should have a written policy that protects employees from retaliation for reporting alleged violations of the law.

KK. Labor Strife

CONTRACTOR shall not cause or condone labor strife that may jeopardize the timely and efficient completion of public construction projects.

LL. Responsibility for Work Security

1. CONTRACTOR shall at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or damage of other means to any property. CONTRACTOR shall promptly take

all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, COUNTY'S property, and the work site. CONTRACTOR shall continuously inspect all its work, materials, equipment, and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions.

2. CONTRACTOR shall comply with all applicable laws and regulations. CONTRACTOR shall cooperate with COUNTY on all security matters and shall promptly comply with any project security requirements established by COUNTY. Such compliance with these security requirements shall not relieve CONTRACTOR of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner CONTRACTOR'S obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
3. CONTRACTOR shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to COUNTY in a timely manner.

MM. Contractor Site Responsibilities

1. Unless otherwise specifically provided in the Contract, CONTRACTOR shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by COUNTY. Before CONTRACTOR begins such work, it shall give due notice to COUNTY of its intention to start such work. CONTRACTOR shall not be entitled to any extension of time, or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.
2. CONTRACTOR shall preserve and protect all cultivated and planted areas, and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by COUNTY, do not unreasonably interfere with the performance of its work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage shall be borne by CONTRACTOR.
3. COUNTY reserves the right to permit access to the site by other contractors if necessary. CONTRACTOR shall cooperate and coordinate with COUNTY as needed.

NN. Construction Safety

Neither COUNTY nor its employees, agents, Architect/Engineer or construction management firm shall be responsible for safety on the project site, including but not limited to, providing or assuring a safe place for the performance of construction, methods of construction employed by any Contractor, subcontractor, supplier or other entity, or their partners, officers, agents, employees or volunteers or access, visits, use work, travel or occupancy by any person.

1. General
  - a. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
  - b. In an emergency affecting the safety of life or of the Work or of adjoining property, CONTRACTOR shall follow the instructions of COUNTY or Consulting Architect or Engineer and, in the absence of such instruction, shall act at its discretion to prevent such threatened loss or injury.
2. Protection of Persons
  - a. CONTRACTOR shall take all reasonable precautions for the safety of all employees on the Work and all other persons who may be affected thereby. CONTRACTOR shall designate a responsible member of its organization at the Project site whose duty shall be prevention of accidents.
  - b. Except as otherwise stated in the Contract Documents, it is CONTRACTOR'S responsibility to obtain existing condition information COUNTY may have in its archived files pertaining to asbestos, lead and other hazardous

materials prior to commencing with each approved PRICE PROPOSAL form / purchase order. CONTRACTOR shall use this information to inform its employees of any known hazards per OSHA 29 CFR 1926.1101 (k). CONTRACTOR shall also use such information to develop a scope of work to navigate around the work area without disturbing the known hazardous material. If COUNTY does not have the information readily available, it will dispatch its Environmental Consultant to the site to perform a survey limited to the scope of work. The information will be transmitted to CONTRACTOR upon receipt, for use in hazard communication and scope preparation by CONTRACTOR. If hazardous materials cannot be avoided, COUNTY will hire a licensed contractor to remove the hazardous material prior to commencement of work by CONTRACTOR. If CONTRACTOR encounters site material reasonably believed to be asbestos, lead, polychlorinated biphenyl (PCB), or other hazardous substances, CONTRACTOR shall immediately stop work in the area affected and give notice to COUNTY and any other appropriate entity of the condition. Work in the affected area shall not be resumed without written direction by COUNTY.

OO. Cleaning Up

1. CONTRACTOR shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, CONTRACTOR shall promptly remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before final payment is made, CONTRACTOR shall, at its expense, satisfactorily dispose of all plant, buildings, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and CONTRACTOR shall leave the premises and work site in a neat, clean, and safe condition. In the event of CONTRACTOR'S failure to comply with the above requirements may be accomplished by COUNTY at CONTRACTOR'S expense.
2. In the case of Public Works Off-Site Construction Reference to use of completed portions of the work, shall conform to Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

PP. Fire Prevention

1. CONTRACTOR shall comply with all Federal, State, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of CONTRACTOR.
2. All tarpaulins used for any purpose during construction of any work shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of any fires on premises is strictly forbidden.
3. CONTRACTOR shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, inflammable materials shall be protected, and a fire watch shall be provided by CONTRACTOR to be present during the burning and welding operation to ensure that protective measures are taken and no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and must be knowledgeable regarding proper use.

QQ. Air Pollution

1. CONTRACTOR shall perform its work so as not to discharge into the atmosphere from any source, smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all federal, state and local air and water pollution requirements.  
CONTRACTOR shall:
  - a. Comply with the provisions of Nevada Revised State 445: Air Quality Regulation;
  - b. Register with the Clark County Air Quality Management Air Pollution Board, any equipment requiring operating permits; and

- c. Adhere to all Clark County Air Pollution Board regulations.

RR. Changes in the Work

1. COUNTY, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order.
2. All Supplemental Job Orders shall be developed and priced in accordance with the Procedures for Developing All Job Orders
3. Price Proposals for Supplemental Job Orders shall include credits for deleted Pre-priced Tasks and Non-Pre-priced Tasks. Deleted tasks shall result in a credit equal to 100% of the value at which those tasks were included in the original Price Proposal.

SS. Project Completion

Use of Completed Portions of Work

1. Whenever, as determined by COUNTY, any portion of work performed by CONTRACTOR is in a condition suitable for use, COUNTY may initiate a certificate of substantial completion for that portion and take possession of or use such portion.
2. Such use by COUNTY shall in no case be construed as constituting final acceptance and shall neither relieve CONTRACTOR of any of its responsibilities under the Contract, nor act as a waiver by COUNTY of any of the conditions thereof, provided that CONTRACTOR shall not be liable for the cost of repairs, rework or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost, or delays the completion of remaining portions of work, CONTRACTOR shall be entitled to an equitable adjustment mutually agreed upon prior to COUNTY taking possession.
3. If, as a result of CONTRACTOR'S failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to COUNTY, COUNTY shall have the right to continue such use until such portion of work can, without injury to COUNTY, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with Contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed 12 months, unless otherwise mutually agreed upon in writing between the parties.
4. CONTRACTOR shall not use any permanently installed equipment unless such use is approved by COUNTY in writing. Where CONTRACTOR'S written request is granted for the use of certain equipment, CONTRACTOR shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of COUNTY.
5. If COUNTY furnished an operator for such equipment, such operator's services shall be performed under the complete direction and control of CONTRACTOR and shall be considered CONTRACTOR'S employee for all purposes other than the payment of such operator's wages, workers' compensation or other benefits paid directly or indirectly by COUNTY.
6. Use of completed portions of off-site improvements shall be done in accordance with Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition, and revisions thereto.

TT. Record Drawings and Specifications

1. Progress Records: During construction, CONTRACTOR shall keep a marked-up, up-to-date set of drawings showing as-built conditions on the site as an accurate record of all deviations between work as shown and work as installed.
2. Final Records: When specified or required upon completion of work, CONTRACTOR shall furnish to COUNTY a complete set of marked-up as-builts with "RECORD" clearly printed on each sheet. COUNTY, at its expense, will furnish CONTRACTOR with drawings for mark-up by CONTRACTOR. CONTRACTOR shall accurately and neatly transfer all deviations from progress as-builts, to final as-builts.

UU. Testing, Inspections, and Final Acceptance

1. When CONTRACTOR considers that all work under the Contract is complete, CONTRACTOR shall inform COUNTY in writing. When the results of inspection and testing satisfy COUNTY that all work under the Contract is completed and in accordance with the requirements of this Contract, COUNTY shall initiate the Notice of Completion process.
2. The date of final acceptance of the project shall be the date upon which COUNTY accepts and issues a Notice of Completion for the project.
3. All warranties guarantees and other applicable requirements designated in the Contract documents shall commence on the date of final acceptance of the project by COUNTY as defined herein except that COUNTY, upon written request, may approve earlier commencement dates for system, equipment, or other specific items of work.

VV. Disputes

All claims, disputes or other controversy that may arise between COUNTY and Contractor relating to any provisions of this Contract, or its performance, which have not been waived by the making and acceptance of final payment or any progress payment, must be attempted to be resolved by the parties by informal negotiations prior to the initiation of mediation. In the event such claim, dispute or controversy cannot be resolved by informal negotiations within forty-five (45) calendar days after either party made a written request for such informal negotiations, the parties shall, pursuant to NRS 338.150, attempt to resolve the claim, dispute or controversy by non-binding mediation prior to initiating judicial action. If the claim, dispute or controversy is not resolved by non-binding mediation, then the parties may proceed with judicial action in District Court. In no way is this Contract intended or to be interpreted to require arbitration.

In the event CONTRACTOR files a claim in District Court, pursuant to one or more provisions of NRS 338.640, and COUNTY prevails in the Court's decision, then CONTRACTOR shall pay COUNTY'S attorneys' fees. Further, CONTRACTOR acknowledges that NRS 338.640 is contained within Nevada's Prompt Pay Act and, thus, fee-shifting provisions apply only to actions involving ordinary progress payments, and not claims for additional compensation or additional days beyond this Contract.

COUNTY and CONTRACTOR, in any legal proceeding, including this mediation, an arbitration or Court action, shall bear their own fees and costs. This specifically extends to any pass-through claims asserted by or on behalf of subcontractor. COUNTY shall not be liable for fees or costs as an element of consequential damages.

XX. Notice of Non-Binding Mediation

After the expiration of the forty-five days for informal negotiations, as set in Section VV above; either COUNTY or CONTRACTOR may initiate mediation by providing written notice to the other party against whom a claim, dispute or controversy is being made by submitting the following:

1. A written demand by the party initiating the mediation that the claim, dispute, or other controversy be referred to a mediator;
2. The names, addresses and telephone numbers of the parties;
3. A reference to any Contract provisions from which the claim, dispute or controversy arises;
4. A complete description and a specific statement of the claim(s), dispute(s) or controversy(ies) and a showing of entitlement to relief;
5. The relief or remedy sought, and the amount of money claimed;
6. If CONTRACTOR is the initiating party, a copy of CONTRACTOR'S documents generated in preparation or determination of prices included in the CONTRACTOR'S proposal as required by NRS 338.140(1)(d);
7. If CONTRACTOR is the initiating party and if the claim, dispute or controversy is made by a subcontractor, a written statement by CONTRACTOR that it agrees with the merits and the amount of the claim;

8. If CONTRACTOR submits a total cost or modified cost claim, dispute or controversy then CONTRACTOR must submit documents showing: 1) that the nature of the particular losses make it impossible or highly impractical to determine the losses with a reasonable degree of accuracy; 2) that the bid was realistic; 3) that the actual costs are reasonable; 4) that CONTRACTOR was not responsible for the added expenses; and 5) that COUNTY, and not anyone else, is responsible for the additional cost; and
9. If CONTRACTOR is the initiating party, it must submit the written demand of mediation to COUNTY in the time period set forth in the claim's presentment statute of NRS 244.250.
10. If CONTRACTOR is the initiating party of the claim, dispute or controversy, CONTRACTOR shall certify in writing that the claim is made in good faith, that the supporting data is accurate and complete to the best of CONTRACTOR'S knowledge and belief, and that the amount requested accurately reflects the Contract adjustment for which CONTRACTOR believes COUNTY is liable.

YY. Selection of Mediator

The mediator shall be chosen by mutual agreement of the parties.

ZZ. Cost of The Mediation

The fees and expenses of the independent private mediator shall be shared equally by COUNTY and CONTRACTOR. COUNTY and CONTRACTOR shall each pay their own costs and expenses, including, but not limited to, expert and attorney fees incurred in the mediation of any claim, dispute or controversy, including, but not limited to, their own costs of preparation of and presentation of all claims prior to and through the mediation period. Neither COUNTY nor CONTRACTOR shall be entitled to an award of interest.

AAA. Location of The Mediation

The mediation shall take place at a location designated by COUNTY at a COUNTY-owned facility.

BBB. Mediator Agreement

The parties shall enter into an agreement with the mediator that will include, among other provisions, the mediator's fees and costs, the mediator's responsibilities, and the mediator's model standards of conduct. The parties agree to propose that the mediator enter into an agreement in substantial form as that attached hereto as **Exhibit G**, prior to serving in any capacity as a mediator.

CCC. Mediation Proceeding

1. The parties and the mediator shall agree on the date of the mediation and time of the mediation. Unless the parties and the mediators mutually agree otherwise, the mediation shall take place within ninety (90) days after execution of the mediator agreement.
2. Either party may be represented by an attorney. Representation is not required. Parties are expected to have present at the mediation an officer, partner, employee or other person authorized to make decisions regarding the resolution of the dispute, claim or controversy. CONTRACTOR acknowledges that COUNTY is a public body and any settlement agreed to by its authorized representatives is subject to approval by the Board of County Commissioners.
3. The mediation shall consist of one or more sessions totaling no more than sixteen (16) hours, unless otherwise mutually agreed to by the parties and the mediator. Unless the parties otherwise mutually agree, it shall be an irrebuttable presumption that efforts beyond sixteen (16) hours would be futile.
4. Prior to the mediation session, on a date mutually agreed upon by the mediator and the parties, as set forth in Section XX(a), above, each party shall provide the mediator with a written memoranda addressing the facts, issues, legal arguments and damages related to the claim, dispute or controversy. In addition to the written statement, the parties

shall produce all relevant information reasonably required by the mediator to understand the issues and positions presented. Each party will provide the written statement and supporting documents to the mediator only. The parties will not exchange the written statement and supporting documents. The written statement shall be double spaced, no smaller than 12 characters per inch and not to exceed 30 (thirty) pages, unless mutually agreed to otherwise by the mediator and the parties. The party initiating the mediation shall provide the mediator with the information set in Section WW.

5. The mediation shall be confidential and, as a condition of the nonbinding mediation, the parties shall enter into a Confidentiality Agreement, attached hereto as **Exhibit H** prior to the commencement of the mediation proceeding.
6. The mediation session will be private. Persons other than the parties and their representatives may attend only with the permission of both parties and the consent of the mediator. Unless mutually agreed to by the parties, COUNTY and Contractor, along with its authorized representatives, shall be the only participants in the mediation. There shall be no stenographic record of the mediation process.
7. The parties agree to assert all claims, disputes and controversies known to the parties in their respective written statements submitted to the mediator.
8. The parties agree that opinions, recommendations, proposals, suggestions made or written, or views expressed, by the mediator will not be introduced, used or relied upon in any arbitral, judicial or other proceedings.

DDD. Termination of Mediation

The mediation shall be terminated:

1. by the execution and approval of a settlement agreement by the parties;
2. by declaration of the mediator that further efforts at the mediation are no longer worthwhile;
3. after the completion of the mediation session if the parties do not settle, by a written declaration of a party or parties to the effect that the mediation proceedings are terminated;
4. a party gives written notice of withdrawal; or
5. when there has been no communication between the mediator and a party or a party's representative for 14 days, at no fault of the mediator, following the conclusion of the mediation session.

EEE. Work in Progress

At all times while the informal negotiations or mediation action is pending, CONTRACTOR shall carry on with the work set forth in this Contract and maintain its progress schedule in accordance with the requirements of the Contract, unless COUNTY exercises its right to terminate, pursuant to Section VIII – Suspension and Termination of this Contract, or otherwise mutually agreed upon in writing by the parties.

FFF. Section 105.17(C) of the Uniform Standard Specifications for Public Works Construction Off-Site Improvements Does Not Apply

Section 105.17(c) of the Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, current edition and all revisions through date of advertisement, does not apply to this Contract.

IN WITNESS WHEREOF, the parties have caused this Contract to be executed the day and year first above written.

COUNTY:

CLARK COUNTY, NEVADA

By: \_\_\_\_\_  
JESSICA COLVIN  
Chief Financial Officer  
DATE

CONTRACTOR:  
MARK SCOTT CONSTRUCTION, INC.

By: \_\_\_\_\_  
**Christopher Trent**  
CHRIS TRENT  
Vice President  
DATE

Digitally signed by Christopher Trent  
DN: C=US, E=ctrent@msconstruction.com,  
CN=Christopher Trent  
Date: 2025.12.17 15:47:58-08'00'

APPROVED AS TO FORM:  
STEVEN B. WOLFSON  
District Attorney

By: *Sarah Schaeffer* \_\_\_\_\_ Jan 23, 2026  
Sarah Schaeffer (Jan 23, 2026 11:05:04 PST)  
SARAH SCHAERRER  
Deputy District Attorney  
DATE

CONTRACT ATTACHMENTS:

- Exhibit A – Scope of Work
- Exhibit B – Clark County Division 1 / Specifications
- Exhibit C – Insurance and Bonds
- Exhibit D – Workers Employed Report
- Exhibit E - Non-Appportioned Vehicle Report
- Exhibit F – Materials Purchased Report
- Exhibit G - Mediator Agreement
- Exhibit H – Confidentiality Agreement
- Exhibit I – Contract Close Out Form
- Exhibit J – Adjustment Factor Proposal Form
- Exhibit K - Apprentice Utilization Waiver Request Form
- Job Order Work Experience Verification Form
- Prevailing Wage Rates – Attached to Final Contract

**EXHIBIT A  
JOB ORDER CONTRACTING  
SCOPE OF WORK**

Definitions

- A. Adjustment Factor - An adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®. Must reflect any overhead cost or profit to which the selected contractor is entitled.
- B. Apprentice – a person who is enrolled in an apprenticeship program that is registered and approved by the State Apprenticeship Council pursuant to Chapter 610 of NRS.
- C. Award Criteria Figure - The sum of the extended totals as calculated in the Proposal Form.
- D. Initial Term - The initial period of the Contract and does not include any Renewal Terms.
- E. Construction Task Catalog® - A comprehensive listing of construction related tasks together with a specific unit of measure and a published Unit Price.
- F. Detailed Scope of Work - A document setting forth the work CONTRACTOR is obligated to complete for a particular Job Order.
- G. Estimated Annual Value - An estimate of the value of Job Orders that could be issued to CONTRACTOR each year.
- H. Job Order - A written order issued by COUNTY requiring CONTRACTOR to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order price. A project may consist of one or more Job Orders.
- I. Job Order Completion Time - The time within which CONTRACTOR must complete the Detailed Scope of Work.
- J. Job Order Price - The value of the approved Price Proposal and the amount CONTRACTOR will be paid for completing the Detailed Scope of Work within the Job Order Completion Time.
- K. Job Order Proposal - A set of documents including: (a) Price Proposal; (b) construction schedule; (c) list of proposed subcontractors; and (d) other requested documents.
- L. Joint Scope Meeting - A meeting at the site to discuss the work to be performed before the Detailed Scope of Work is finalized.
- M. Non-Pre-Priced Task - A task that is not set forth in the Construction Task Catalog®.
- N. Normal Working Hours (General Facilities Zone 1) - Includes the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, except for COUNTY holidays when work is to be performed in facilities deemed as General by COUNTY and located within Zone 1
- O. Normal Working Hours (General Facilities Zone 2) - Includes the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, except for COUNTY holidays when work is to be performed in facilities deemed as General by COUNTY and located within Zone 2.
- P. Normal Working Hours (Secured Facilities Zone 1) - Includes the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, except for COUNTY holidays when work is to be performed in facilities deemed as Secured by COUNTY and located within Zone1.
- Q. Normal Working Hours (Secured Facilities Zone 2) - Includes the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, except for COUNTY holidays when work is to be performed in facilities deemed as Secured by COUNTY and located within Zone2.
- R. Other Than Normal Working Hours (General Facilities Zone 1) - Includes the hours of 6:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and COUNTY holidays when work is to be performed in facilities deemed as General by COUNTY and located within Zone 1.
- S. Other Than Normal Working Hours (General Facilities Zone 2) - Includes the hours of 6:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and COUNTY holidays when work is to be performed in facilities deemed as General by COUNTY and located within Zone 2.

- T. Other Than Normal Working Hours (Secured Facilities Zone 1) - Includes the hours of 6:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and COUNTY holidays when work is to be performed in facilities deemed as Secured by COUNTY and located within Zone 1.
- U. Other Than Normal Working Hours (Secured Facilities Zone 2 ) - Includes the hours of 6:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and COUNTY holidays whe2n work is to be performed in facilities deemed as Secured by COUNTY and located within Zone 2.
- V. Pre-Priced Task - A task set forth in the Construction Task Catalog®, which includes a description of the task, a unit of measure, and a unit price.
- W. Project Labor Agreement – a prehire collective bargaining agreement described in 29 U.S.C. 158(f) that establishes the terms and conditions of employment for a specific project or projects of construction.
- X. Price Proposal - A document prepared by CONTRACTOR that includes Pre-Priced Tasks, quantities, appropriate Adjustment Factors, and Non-Pre-Priced Tasks required to complete the Detailed Scope of Work.
- Y. Project - The collective improvements to be constructed by CONTRACTOR pursuant to a Job Order or a series of related Job Orders.
- Z. Renewal Term- An additional period of time beyond the Contract Term which extends the termination date of the Contract.
- AA. Request for Job Order Proposal - A written request to CONTRACTOR to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.
- BB. Supplemental Job Order - A secondary Job Order developed after the initial Job Order has been issued to change, delete, or add work to the initial Detailed Scope of Work, or to change the Job Order Completion Time.
- CC. Technical Specifications - The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services.
- DD. Unit Price - The unit price published in the Construction Task Catalog® for a Pre-priced Task.
- EE. Zone 1 – All Clark County areas within 20-mile radius from Clark County Government Center, 500 S. Grand Central Parkway, Las Vegas, Nevada 89155.
- FF. Zone 2 – All Clark County areas within 20-mile radius from Clark County Government Center, 500 S. Grand Central Parkway, Las Vegas, Nevada 89155.

A Job Order Contract is an indefinite quantity construction contract pursuant to which CONTRACTOR may perform an ongoing series of individual Projects at different locations and facilities under the jurisdiction of COUNTY. Job Order Contracting is typically used for maintenance, repair, alteration, demolition, renovation, remediation or minor construction of a public work.

The work under this Contract will be performed at various COUNTY owned or leased properties, buildings, structures, and parks throughout Clark County, Nevada. The work shall include, but not be limited to, the general construction work that may require multiple trades to complete. This Contract will be used to complete horizontal and vertical construction involving underground and above ground facility repairs, various small scale tenant improvements, exterior and interior building renovations, small additions, ADA compliance projects, paving projects, installation of modular buildings, and installation of various park amenities, on and offsite utility installation and repairs, etc.

- i. Emergency Repair Projects: This work will require the immediate mobilization of CONTRACTOR'S key project management team to the affected site to assess the emergent situation and collaborate with COUNTY'S Representatives to prepare an action plan for as needed selective demolition and repairs caused by unforeseen damage and acts of god including, but not limited to, plumbing failures, mechanical, electrical failures, structural failures, flood damage, storm damage, fire, arson, vandalism, and theft.
- ii. Planned Projects: At COUNTY'S discretion, projects initiated under this category will either be designed in advance of work order issuance or will be scoped via a collaborative effort between COUNTY, CONTRACTOR, and possibly a consulting Design Professional. Certain projects may require the cooperation of CONTRACTOR in attending scoping work sessions and design development reviews.

All work performed under the JOC program will be subject to prevailing wages.

The final Contract Documents include a Construction Task Catalog® (CTC) containing Pre-Priced Tasks for construction work with preset Unit Prices. All Unit Prices are based on local labor, material and equipment costs and are for the direct cost of construction.

In accordance with Assembly Bill 43, a CONTRACTOR who enters into a job order contract may not perform more than 50 percent (50%) of the estimated cost themselves or using their own employees. Subcontracted trade related work will likely involve all major and specialty construction disciplines including but not limited to architectural, civil, mechanical (HVAC), electrical, plumbing, structural, structured cabling, painting, carpentry, roofing, masonry, communications, insulating, concrete, metal fabricators, earthwork, electronic safety and security, fire life safety, hazardous material abatement, etc.

Depending upon the size, scale, and complexity of the project, COUNTY may engage or require CONTRACTOR to engage the services of a licensed design professional to assist with the development of each scope of work and design for permitting and clarification purposes. At COUNTY'S discretion, CONTRACTOR may be engaged during various stages of other unrelated projects to assist with developing the scope of work, provide cost estimating, and shall cooperate with the design process by providing design reviews and cost control input.

Thereafter, as work is identified, CONTRACTOR will attend a Joint Scope Meeting with COUNTY to review and discuss the proposed work. COUNTY will issue a Request for Job Order Proposal to CONTRACTOR. CONTRACTOR shall prepare a Detailed Scope of Work for COUNTY review. After COUNTY'S acceptance of Detailed Scope of Work, CONTRACTOR shall prepare a Job Order Proposal including a Price Proposal, construction schedule, list of proposed subcontractors, and other requested documentation.

The value of the Price Proposal shall be determined by summing the total of the following calculation for each Pre-Priced Task: Unit Price x quantity x Adjustment Factor, plus the value of all Non-Pre-Priced Tasks. The Job Order Price shall equal the value of the approved Price Proposal.

If the Job Order Proposal is found to be complete and accurate, COUNTY may issue a Job Order to CONTRACTOR.

Each Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. CONTRACTOR will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.

Extra work, credits, and deletions will be contained in a Supplemental Job Order.

#### 1. PERFORMANCE, LABOR AND MATERIAL PAYMENT AND GUARANTEE BOND

- A. CONTRACTOR shall obtain a Performance Bond, Labor and Material Payment Bond and Guaranty Bond in the amount of \$1,000,000 each, **see Exhibit C**. These bonds shall remain in effect for the duration of the Contract. If at any time, the amount of work being performed exceeds \$1,000,000, CONTRACTOR must provide COUNTY with new bonds or rider(s) prior to commencing any work in excess of \$1,000,000.
- B. CONTRACTOR shall obtain the bonds and maintain through the Contract term the insurance coverage required in Exhibit C, incorporated herein by this reference. CONTRACTOR shall comply with the terms and conditions **set forth in Exhibit C**. The cost of the insurance coverage and bonds shall be included in the Adjustment Factor.
- C. CONTRACTOR is strongly urged to fax the bonds, insurance, and insurance certificate to their respective agents before the bid opening. CONTRACTOR must provide these within ten (10) business days from date of COUNTY'S written request for insurance. COUNTY will assess the liquidated damages for submission of incorrect documents that are not corrected and returned by the tenth business day.
- D. Insurance and surety companies issuing certificates of insurance and bonds must be licensed by the State of Nevada Insurance Division and certificates of insurance and bonds must be issued by an appointed producer of insurance pursuant to Nevada Revised Statute Chapter 683A.
- E. CONTRACTOR shall provide all submittals requested in this section within ten (10) business days. If CONTRACTOR does not provide the submittals on or before the tenth business day or fails to keep the bonds or insurance policies in effect or allows them to lapse, CONTRACTOR will pay to COUNTY the amount of \$100 per calendar day as liquidated damages.

## 2. JOB ORDER CONTRACTING SOFTWARE

The OWNER selected The Gordian Group's (Gordian) Job Order Contracting (JOC) Solution for their JOC program. The Gordian JOC Solution™ includes Gordian's proprietary JOC Information Management System ("JOC IMS"), JOC Applications, construction cost data, and Construction Task Catalog® which shall be used by the Contractor solely for the purpose of fulfilling its obligations under this Contract, including the preparation and submission of Job Order Proposals, Price Proposals, subcontractor lists, and other requirements specified by the Owner. The Contractor shall be required to execute Gordian's General Terms of Use and pay a JOC System License Fee to obtain access to the Gordian JOC Solution™. The JOC System License Fee applies to all Job Orders issued to the Contractor under the terms of the Contract.

## 3. JOB ORDER CONTRACTING SYSTEM LICENSE

Gordian hereby grants to the Contractor, and the Contractor hereby accepts from Gordian for the term of this Contract or Gordian's Contract with the Owner, whichever is shorter, a non-exclusive right, privilege, and license to Gordian's proprietary JOC System and related proprietary materials (collectively referred to as "Proprietary Information") to be used for the sole purpose of executing Contractor's responsibilities to the Owner under this Contract. The Contractor hereby agrees that Proprietary Information shall include, but is not limited to, Gordian's JOC Applications and support documentation, Construction Task Catalog®, training materials and other Gordian provided proprietary materials. In the event this Contract expires or terminates as provided herein, or Gordian's Contract with the Owner expires or terminates, this JOC System License shall terminate, and the Contractor shall return all Proprietary Information in its possession to Gordian.

Gordian may terminate this License Agreement in the event of: (1) any breach of a material term of this Agreement by the Contractor which is not remedied within ten (10) days after written notice to the breaching party; or (2) the other party's making an assignment for the benefit of its creditors, or the filing by or against such party of a petition under any bankruptcy or insolvency law, which is not discharged within thirty (30) days of such filing.

The Contractor acknowledges that disclosure of Proprietary Information will result in irreparable harm to Gordian for which monetary damages would be an inadequate remedy and agrees that no such disclosure shall be made to anyone without first receiving the written consent of Gordian. The Contractor further acknowledges and agrees to respect the copyrights, registrations, trade secrets, and other proprietary rights of Gordian in the Proprietary Information during and after the term of this Contract and shall at all times maintain complete confidentiality with regard to the Proprietary Information provided to the Contractor.

In the event of a conflict in terms and conditions between this SaaS Terms of Use and any other terms and conditions of this Contract or any Job Order, Purchase Order or similar purchasing document issued to the Contractor by the Owner, the SaaS Terms of Use shall take precedence.

### CONSTRUCTION TASK CATALOG® AND GORDIAN TECHNICAL SPECIFICATIONS

Use the following URL to access the Construction Task Catalog® and Gordian Technical Specifications:  
<https://fortive.box.com/s/hryv57vznx4f03mxqohwbs8miqdi38if>

Construction Task Catalog®

Using The Construction Task Catalog®

Table of Contents

Technical Specifications

## 4. FEDERAL REGULATIONS

At times COUNTY is a recipient of federal funding. When a Job Order is funded with federal funds, COUNTY will attach any grant terms, conditions and special requirements that will be applicable to the Job Order. PROPOSER agrees to abide by all federal terms and conditions in effect for that Job Order.

## 5. METHOD FOR AWARD OF JOB ORDERS

COUNTY may award an individual Project to any CONTRACTOR. COUNTY will select CONTRACTOR in accordance with the established procedures and based on one or more of the following criteria:

- A. Rotational selection among all contractors, unless otherwise determined by COUNTY.

- B. CONTRACTOR'S experience with similar type work, project size, construction management challenge, construction schedule, etc.
- C. CONTRACTOR'S performance in developing Job Orders and completing Projects.
- D. Balancing Job Order volume among CONTRACTORS.
- E. Limitations posed by bonding capacity and Nevada State Contractor's license monetary limit of CONTRACTORS.
- F. Price, as determined by the Adjustment Factors of CONTRACTORS.
- G. Other appropriate criteria as deemed in the best interest of COUNTY.

6. PROCEDURE FOR ORDERING WORK

- A. Conduct the Joint Scope Meeting
  - 1. As the need exists, COUNTY will notify CONTRACTOR of a potential Project and schedule a Joint Scope Meeting.
  - 2. CONTRACTOR does not have the right to refuse to perform any Project, Pre-Priced Task, or Non-Pre-Priced Task.
  - 3. CONTRACTOR shall attend the Joint Scope Meeting and discuss, at a minimum, the following items:
    - a. The work to be performed
    - b. Presence of hazardous materials
    - c. Job Order specific Insurance (if any)
    - d. Required permits – including drawings for permits
    - e. Long lead time materials
    - f. Protocol for workers entering the site
    - g. Staging area and areas that are off-limits
    - h. Construction schedule and work hours – with critical milestones and phasing requirements
    - i. Controlled inspections, testing requirements
    - j. Value Engineering suggestions
    - k. Organization of Price Proposal – by location, by corner, etc.
    - l. Due Date for Detailed Scope of Work and for Price Proposal

B. Prepare the Detailed Scope of Work

- 1. After the Joint Scope Meeting, CONTRACTOR will prepare a draft Detailed Scope of Work in the JOC system which will reference any drawings, specifications, sketches, photographs and other documents required to accurately describe the work to be performed. COUNTY will review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, COUNTY will issue a Request for Job Order Proposal that will require CONTRACTOR to prepare a Job Order Proposal in the JOC system. The Detailed Scope of Work, unless modified by both CONTRACTOR and COUNTY, will be the basis on which CONTRACTOR will develop its Job Order Proposal and COUNTY will evaluate the same.
- 2. COUNTY may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if CONTRACTOR and COUNTY cannot agree on the quantities required, or for any other reason as determined by COUNTY. In all such cases, COUNTY shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.
- 3. If CONTRACTOR requires additional information to clarify the Detailed Scope of Work before preparing the Job Order Proposal, CONTRACTOR shall make such request quickly so that the Job Order Proposal can be submitted on time.

C. Prepare the Job Order Proposal:

1. CONTRACTOR will prepare a Job Order Proposal in the JOC system that includes:
  - a. Qualifications of Employees and Subcontractors - Job Order Proposal must require:
    - (1) The CONTRACTOR and each subcontractor to pay all workers performing work under this contract, other than apprentices, not less than the prevailing wage required pursuant to NRS 338.020 to 338.090, inclusive.
    - (2) All workers performing work under this contract, other than apprentices, to have:
      - (a) At least 3 years of relevant work experience; or
      - (b) Graduated from an apprenticeship program registered and approved by the State Apprenticeship Council pursuant to chapter 610 of NRS or approved by the United States Department of Labor.
    - (3) Except as otherwise provided in section 14.5 of this act, at least 25 percent of the workers performing work under this contract to be apprentices or to have graduated from an apprenticeship program registered and approved by the State Apprenticeship Council pursuant to chapter 610 of NRS (**Exhibit K – Apprentice Utilization Waiver Request Form**).
  - b. Price Proposal;
  - c. Support documentation for Non-Pre-priced Tasks;
  - d. Construction Schedule;
  - e. List of anticipated Subcontractors including an MBE/WBE/DVBE, etc. Statement Certification;
  - f. Other requested documents.
  - g. Not before work exclusive to one trade for which a license as a specialty contractor is required.
2. CONTRACTOR will prepare Price Proposals in accordance with the following:
  - a. Pre-priced Task: CONTRACTOR shall first select the appropriate Pre-Priced Tasks, enter the accurate quantities, and select the appropriate Adjustment Factor to be used for each such Pre-Priced Task. Use of the Construction Task Catalog® to locate a Pre-Priced Task will be prioritized over the use of a Non-Pre-Priced Task. CONTRACTOR shall use the Adjustment Factors in effect on the date the Price Proposal is due, even though the Job Order may be issued after the Adjustment Factors have been updated.
  - b. Non-Pre-Priced Task: If a Pre-priced Task cannot be located in the Construction Task Catalog®: CONTRACTOR may propose a Non-Pre-Priced Task for approval by COUNTY. If CONTRACTOR will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Pre-Priced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, CONTRACTOR shall submit three independent quotes from subcontractors. CONTRACTOR shall not submit a quote from any subcontractor or materialman that CONTRACTOR is not prepared to use. COUNTY may require additional quotes if the subcontractors are not acceptable or if the prices are not reasonable. If three quotes cannot be obtained, CONTRACTOR shall provide COUNTY with a written explanation. If the explanation is accepted by COUNTY, CONTRACTOR may provide less than three quotes.
  - c. Information submitted in support of Non-Pre-priced Tasks may include catalog cuts, technical data, drawings, or other information as required.
  - d. The final price submitted for Non-Pre-priced Tasks shall be according to the following formula:

**For Non-Pre-Priced Tasks Performed with CONTRACTOR'S own forces:**

A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;

B = The hourly, weekly, or monthly rate for each piece of equipment not in the Construction Task Catalog® multiplied by the quantity;

C = Lowest of three independent quotes for all materials.

**Total for Non-Pre-Priced Tasks performed with CONTRACTOR'S own forces = (A+B+C) x Non-Pre-priced Task Adjustment Factor**

**For Non-Pre-Priced Tasks Performed by subcontractors:**

If the Non-Pre-Priced Task will be subcontracted, CONTRACTOR must submit three independent quotes for the work. Less quotes may be approved by COUNTY, upon their discretion, with a letter of justification.

D = Lowest of three subcontractor quotes

**Total for Non-Pre-Priced Tasks performed by subcontractors = D x Non-Pre-Priced Task Adjustment Factor.**

- e. After the cost for a Non-Pre-Priced Task has been approved, COUNTY may determine that such cost shall be fixed for all future Price Proposals and will not require subcontractor quotes for price determination. COUNTY reserves the right to request CONTRACTOR provide current quotes for any Non-Pre-Priced Task approved previously.
  - f. The value of the Price Proposal shall be calculated by summing the total of the calculations for each Pre-Priced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non-Pre-Priced Tasks.
3. Whenever, because of trade jurisdiction rules or small quantities, the cost of a Pre-Priced Task is less than the actual cost of the labor and material to perform such Pre-Priced Task, COUNTY may permit CONTRACTOR to be paid for such Pre-priced Task as a Non-Pre-priced Task or use Pre-priced Tasks for labor and the material component pricing of the Pre-Priced Task to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or the other work for that trade cannot be scheduled at the same time and the actual cost does not exceed \$1,000.
  4. CONTRACTOR shall make the necessary arrangements for and obtain all filings and permits required to perform the Detailed Scope of Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If CONTRACTOR is required to pay an application fee for filing a Project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by CONTRACTOR for which a receipt is obtained shall be treated as a reimbursable task to be paid without mark-up.
  5. Incidental Engineering and Architectural Services. Incidental engineering and architectural services include project layout drawings, sketches, shop drawings, as-built drawings, professional services by an engineer or architect taking less than four hours, and safety plans. If CONTRACTOR is required to provide drawings stamped by a professional engineer or architect, then CONTRACTOR will be paid through the reimbursable task included in the Price Proposal.
  6. CONTRACTOR'S Job Order Proposal shall be submitted by the date set forth in the Request for Job Order Proposal.
  7. The amount of time allowed for CONTRACTOR to prepare the Job Order Proposal will depend on the complexity of the Detailed Scope of Work and on the date by which COUNTY requires the Detailed Scope of Work to be completed. Generally, CONTRACTOR will be allowed between seven and fourteen days to prepare the Job Order Proposal. For complex Projects or Projects requiring engineering and architectural services to be completed before a Job Order Proposal can be prepared, the amount of time allowed will be increased.
  8. If CONTRACTOR requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.

9. In the event an immediate response is necessary, CONTRACTOR shall be required to follow alternative procedures as established by COUNTY. CONTRACTOR shall begin work as directed notwithstanding the absence of a fully developed Detailed Scope of Work, Request for Job Order Proposal, or Job Order. CONTRACTOR shall be compensated for such work as if the work had been ordered under the standard procedures to develop a Job Order.
10. For purposes of Using the Construction Task Catalog®, the project site is defined as the exterior perimeter of a building. For work not performed in a building, the project site is defined as the limits of the work area.
11. In the event CONTRACTOR is required to work in a secured facility or location where labor, materials, and equipment must be inspected, CONTRACTOR will be permitted to add labor hours to the Job Order Price Proposal to account for lost time as a result of such inspection.
12. Included in the Job Order Proposal a statement regarding whether the subcontractor is a minority-owned business, a woman-owned business, a veteran-owned business, a business enterprise owned by persons with physical disabilities, a business enterprise owned by persons who are a disabled veteran, or a local emerging small business will be required.

D. Review of the Job Order Proposal

1. COUNTY will review the Job Order Proposal.
2. All incomplete Job Order Proposals shall be rejected.
3. COUNTY will review the Price Proposal to determine the accuracy of the Pre-priced Tasks, quantities, Adjustment Factors, and Non-Pre-priced Tasks.
4. CONTRACTOR may choose the means and methods of construction. Provided, however, COUNTY may reject any means and methods proposed by CONTRACTOR that:
  - a. Will constitute or create a hazard to persons or property;
  - b. Will not produce the Detailed Scope of Work in accordance with the terms of the Contract; or
  - c. Unnecessarily increases the Job Order Price when alternative means and methods are available.
5. By submitting a Job Order Proposal to COUNTY, CONTRACTOR is offering to complete the Detailed Scope of Work within the proposed construction schedule for the value of the Price Proposal.
6. It is CONTRACTOR'S responsibility to include the necessary Pre-priced Tasks and Non-Pre-priced Tasks, accurate quantities, and correct Adjustment Factors in the Price Proposal prior to delivering it to COUNTY.
7. CONTRACTOR shall not substitute any subcontractors for itself or the subcontractors listed in the Job Order Proposal without COUNTY'S written approval. All substitutions requested must comply with Nevada Revised Statute 338.141.

E. Issue the Job Order

1. If the Job Order Proposal is found to be complete and accurate, COUNTY may issue a Job Order to CONTRACTOR.
2. The Job Order signed by COUNTY and delivered to CONTRACTOR constitutes COUNTY'S acceptance of CONTRACTOR'S Job Order Proposal.
3. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Job Order Price shall be the value of the approved Price Proposal.

4. All clauses of this Contract shall apply to each Job Order.
5. CONTRACTOR will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.
6. COUNTY, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order. All Supplemental Job Orders shall be developed in accordance with these procedures for ordering work.
7. COUNTY may decide not to issue a Job Order under development, may decide to cancel a Job Order or any portion of a Job Order, or cancel a Project or any portion of a Project, for any reason. In such case, CONTRACTOR shall not recover any costs arising out of or related to the development of the Job Order including but not limited to attending the Joint Scope Meeting, preparing or reviewing the Detailed Scope of Work, preparing a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, or reviewing the Job Order Proposal with COUNTY. COUNTY may perform such work by other means.
8. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work.

F. Changes in the Work

1. COUNTY, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order.
2. All Supplemental Job Orders shall be developed and priced in accordance with the Procedures for Developing All Job Orders.
3. Price Proposals for Supplemental Job Orders shall include credits for deleted Pre-priced Tasks and Non-Pre-priced Tasks. Deleted tasks shall result in a credit equal to 100% of the value at which those tasks were included in the original Price Proposal.

G. At the sole discretion of COUNTY, liquidated damages will be assessed, if at all, on a Job Order-by-Job-Order basis. For each calendar day that the Detailed Scope of Work for a Job Order shall remain incomplete after the Job Order Substantial Completion Time, the amount per calendar day specified in following table, Schedule of Liquidated Damages, will be deducted from any money due CONTRACTOR, not as a penalty but as liquidated damages.

<u>Value of Job Order</u>	<u>Liquidated Damages</u>
<u>\$0 to \$10,000</u>	<u>\$100/Day</u>
<u>\$10,001 to \$50,000</u>	<u>\$250/Day</u>
<u>Over \$50,000</u>	<u>\$500/Day</u>

H. Annual Update of the Construction Task Catalog®

The Construction Task Catalog® issued with the Proposal will be in effect for 12 months.

Every twelve months thereafter, a new Construction Task Catalog® will be furnished. The new Construction Task Catalog® will be effective for the twelve (12) month period after its issuance. The Construction Task Catalogs® shall only apply to Job Orders issued within the 12-month effective period of that specific Construction Task Catalog®. CONTRACTOR will be issued the new Construction Task Catalog® for review prior to accepting new Work. CONTRACTOR shall use the Construction Task Catalog® in effect on the date that the Job Order is issued. However, CONTRACTOR cannot delay the issuance of a Job Order to take advantage of a scheduled update of the Construction Task Catalog®. In that event, CONTRACTOR shall use the Construction Task Catalog® that would have been in effect without the delay.

The Adjustment Factors submitted with the Proposal shall be used for the full term of the Contract, plus any Renewal Terms. The issuance of a revised Construction Task Catalog®, does not affect the Adjustment Factors in the Contract.

I. Key Personnel

1. CONTRACTOR shall assign a full-time person as its representative for this Contract. This person shall be acceptable to COUNTY and shall have a cell phone at which he or she can be reached at all times.
2. CONTRACTOR shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, CONTRACTOR shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation or the like, CONTRACTOR shall notify COUNTY of a substitute Superintendent. At all times, CONTRACTOR shall provide one Superintendent for each Job Order. Whenever, in the sole discretion of COUNTY, CONTRACTOR is not providing a sufficient level of supervision, COUNTY may direct CONTRACTOR to increase the level of supervision for any or all projects, including but not limited to the right to direct CONTRACTOR to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site specific quality control program, all at no cost to COUNTY.

J. License Requirements

CONTRACTOR and its subcontractors must obtain and maintain as current all licenses required by state or local laws, codes, regulations or rules. CONTRACTOR shall upon request at any time during the term of this Contract submit to COUNTY evidence that it and its subcontractors hold the required licenses.

**Nevada State Contractors' Board Licensing**

1. CONTRACTORS for this work must be qualified and properly licensed to perform the particular work pursuant to the provisions of the Nevada Revised Statutes Chapter 624. CONTRACTORS are reminded that, per NRS 624.3015, bidding on a contract for work in excess of its limits or beyond the scope of its license is grounds for disciplinary action by the State Contractors Board.
2. CONTRACTOR, and their Subcontractor/Independent Contractors, shall comply with all provisions of Nevada Revised Statutes, Chapter 624, during the bidding phase and Nevada Administrative Code, Chapter 624, through completion of the project.

**Journeyman and Master Electrician and Plumbing Examination Program**

1. All electricians providing supervision of electrical work on this project must be a qualified individual appropriate to the scope of work being performed. The categories are Master Electrician and Journeyman Electrician, which have passed the International Code Council (ICC) Contractor Examination Services testing at [www2.ICCSAFE.org](http://www2.ICCSAFE.org) or by calling 1-888-422-7233.
2. All plumbers providing supervision of the plumbing work on this project must be a qualified individual appropriate to the scope of work being performed. The categories are Master Plumber and Journeyman Plumber. Tests are administered by the Nevada Board of Plumbing Examiners (NBOPE) at [www.NBOPE.org](http://www.NBOPE.org) or by calling 1-877-457-6482.
3. CONTRACTOR shall validate that their employee(s) or their Subcontractor's employee(s) providing supervision for the scope performed maintain current valid cards throughout the term of this Contract. CONTRACTORS agree to provide within twenty-four (24) hours of a request by COUNTY, proof of current and valid cards for individuals planned or performing the supervision identified herein. Should any of these supervising employee's cards expire, that employee shall be replaced immediately with another qualified valid cardholder without any additional cost to COUNTY.

Clark County staff, including but not limited to, from Building & Fire Prevention, Real Property Management, Public Works and/or their contracted staff may perform unscheduled site visits to validate that the workers performing the electrical and plumbing work are in compliance with these requirements. Employees found performing work without the proper proof of compliance (valid card) shall be immediately replaced as specified above without any additional cost or associated impacts to COUNTY.

K. As-Built Drawings

If CONTRACTOR is provided, or prepares, drawings as part of the Detailed Scope of Work, then as the Detailed Scope of Work progresses CONTRACTOR shall keep a complete and accurate record of changes to, and deviations from, such drawings. The As-Built Drawings will be created in the same medium (paper, electronic) in which they were originally prepared.

L. Order of Precedence

Any inconsistency in Contract Documents shall be resolved by giving precedence in the following order:

1. Permits required by law from other agencies, and/or County, issued to Contractor, and/or County.
2. Supplemental Job Order
3. Job Order (including Detailed Scopes of Work, Job Order Proposals)
4. Division 1 General Requirements
5. COUNTY issued Technical Specifications and Building Standards
6. The Construction Task Catalog®
7. Construction Task Catalog® Technical Specifications
8. Contract Amendments (later takes precedence over earlier)
9. Contract
10. Uniform Standard Drawings for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, and all revisions through date of advertisement.

M. Self- Performance

CONTRACTOR shall perform with its own organization and forces no more than 50 percent (50%) of the estimated cost performed at the Project Site through the working foreperson level. COUNTY has determined that the percentage of self-performance is critical to statute conformance. As such, failure to achieve the self-performance requirements will constitute a reason to terminate the Contract. As requested, CONTRACTOR shall provide a report to COUNTY showing the amount of self-performance achieved by project and total accumulative amount.

N. Material Price Spike Adjustment

Material price spike adjustment: For the purpose of this clause, a "major spike" is defined as a spike in a specific material cost of more than 25% above what the cost of that material was on the date the Construction Task Catalog® was issued.

In the event a major spike occurs in a specific material cost, CONTRACTOR may submit a request for a price modification to a Unit Price or individual Job Order. In order to initiate such a request, CONTRACTOR shall,

1. Identify the specific material that has experienced a major spike,
2. Identify Pre-priced Task(s) or Job Orders that require the material experiencing a major spike, and
3. Demonstrate that the spike exists by submitting a minimum of three quotes on material supplier letterhead to show that the current price meets the "major spike" definition above.

COUNTY, after review of a request, may elect to adjust the Unit Price or Job Order by considering it a Non-Pre-Priced item. The adjustment will be for the difference between the material cost at the time the Construction Task Catalog® was issued times the quantity stated in the Job Order. The adjustment will not include any other markup, and the Non-Pre-Priced adjustment factor will not apply.

COUNTY, at its option, may also determine that a drastic decrease in a material cost warrants the same Non-Pre-Priced adjustment downward in the Unit Price or a Job Order.

M. Prevailing Wages

1. CONTRACTOR and Subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including NRS 338.020 through 338.090. CONTRACTOR shall ensure that all employees on the work are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSIONER, whenever the actual value of the contract totals \$100,000 or more. CONTRACTORS are responsible to identify and use the correct prevailing wage rates, including any addenda, as well as all the forms needed to comply, as specified on the State of Nevada Labor Commissioner's web site: [www.Labor.NV.Gov](http://www.Labor.NV.Gov), or by calling (702) 486-2650. Per NAC 338.040, after a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remains in effect for the duration of the project.
2. In accordance with NRS 338.013.3, CONTRACTOR shall report to the Labor Commissioner and COUNTY the name and address of each subcontractor performing work on the project within 10 days after the subcontractor commences work on the project and the identifying (PWP) number for the public work.
3. In accordance with NRS 338.060 and 338.070, CONTRACTOR shall forfeit as a penalty to COUNTY, amounts specified in NRS 338.060, for each calendar day or portion thereof that each worker employed on COUNTY'S project is paid less than the designated rate for any work done under the contract by CONTRACTOR or any Subcontractor under it. If CONTRACTOR or any Subcontractor on the project fails to submit the certified payroll reports to COUNTY within 15 calendar days after the end of the month, CONTRACTOR shall forfeit as a penalty to COUNTY, amounts specified in NRS 338.060, for each calendar day or portion thereof for each worker employed on the project during the reporting period. The Labor Commissioner shall establish a sliding scale based on the size of CONTRACTOR'S business to determine the amount per worker per day to be imposed. Any Contractor or Subcontractor, or agent or representative thereof, performing work on the project, who neglects to comply with the prevailing wage, is guilty of a misdemeanor. If a penalty is imposed, in addition to any penalties allowed by NRS 338.060, the Prime CONTRACTOR shall reimburse COUNTY for all costs associated with wage complaint investigations for the project, including but not limited to, actual staff time, materials used, and attorneys' fees.
4. In accordance with NRS 338.070 (5) (a) (b) and NRS 338.070 (6), CONTRACTOR and each Subcontractor shall keep or cause to be kept:
  - a. An accurate record showing for each worker employed by CONTRACTOR or Subcontractor;
    1. The name of the worker;
    2. The occupation of the worker;
    3. The gender of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
    4. The ethnicity of the worker, if the worker voluntarily agreed to specify that information pursuant to subsection 4, or an entry indicating that the worker declined to specify such information;
    5. If the worker has a driver's license or identification card, an indication of the state or other jurisdiction that issued the license or card; and
    6. The actual per diem, wages, and benefits paid to the worker.
  - b. An additional accurate record showing for each worker employed by CONTRACTOR or Subcontractor who has a driver's license or identification card;
    1. The name of the worker;
    2. The driver's license or identification card number of the worker; and
    3. The state or other jurisdiction that issued the license or card.

The records maintained pursuant to the requirements indicated above must be open at all reasonable hours to inspection by COUNTY. CONTRACTOR, and all Subcontractors, shall ensure that a copy of each record for each calendar month, together with a cumulative summary of the percentage of workers that hold a valid driver's license or identification card issued by the State of Nevada, is received by COUNTY no later than 15 days after the end of the month. The copy of the record maintained pursuant to paragraph one (1) of this section must be open to public inspection, as provided in NRS 239.010. The copy of the record maintained pursuant to paragraph two (2) of this section is confidential and not open to public inspection. CONTRACTOR, or any Subcontractor or agent or representative thereof, doing work on the Project who neglects to comply with the terms of this provision is guilty of a misdemeanor. A copy of the records of work performed on the Project by CONTRACTOR and each Subcontractor shall be submitted to COUNTY at the following address:

Clark County Government Center  
Purchasing and Contracts Division, 4th Floor  
Attn: Construction Compliance Officer  
500 South Grand Central Parkway  
P.O. Box 551217  
Las Vegas, Nevada 89155-1217

Attached are sample forms that may be used to document the above required information. **See Exhibit D.**

Two years after Project's final payment is made by COUNTY; the records in COUNTY'S possession may be destroyed.

5. CONTRACTOR shall comply with the requirements of NRS 338.020 and post on the site of the public work in a place generally visible place to the workers, the Nevada Prevailing Wage Rates and all addenda.
6. Certified Payroll Reports: Pursuant to NRS 338.070, on any public work contract awarded for more than \$100,000, CONTRACTOR and each Subcontractor are required to keep an accurate record showing the name, the occupation and the actual per diem wages and benefits paid to each worker employed by it in connection with the public work.

Each CONTRACTOR and every lower-tier subcontractor will be required to submit certified payrolls and other labor compliance documentation electronically at the discretion of and the manner specified by COUNTY. Each CONTRACTOR and subcontractor will be given a Log On identification and password to access the Clark County reporting system at [www.LCPtracker.net](http://www.LCPtracker.net). In the event that electronic reporting is not required for a project, CONTRACTOR will be notified after the award of the Job Order.

Use of the LCPtracker system may entail additional data entry of weekly payroll information including; employee identification, labor classification, total hours worked, and hours worked on this project, wage and benefit rates paid, etc. CONTRACTOR'S payroll and accounting software might be capable of generating a 'comma delimited file' that will interface with the software.

This requirement will be 'flowed down' to every lower-tier subcontractor and supplier/vendor required to provide labor compliance documentation.

CONTRACTOR and each Subcontractor are required to submit a copy of the record for each calendar month to COUNTY no later than 15 calendar days after the end of the month for the purposes of public inspection. CONTRACTOR shall be responsible for coordinating the submittal of all the certified payroll reports for the project, including its reports and the reports of all the subcontractors who are performing work on the project. CONTRACTOR shall not withhold from a subcontractor the sums necessary to cover any penalties withheld from CONTRACTOR by the public body because CONTRACTOR failed to submit certified payroll reports within 15 calendar days after the end of the month if the Subcontractor provided certified payroll reports to CONTRACTOR within 10 calendar days after the end of the month or the date agreed upon by CONTRACTOR and Subcontractor. CONTRACTOR shall submit COUNTY'S copy of its certified payroll and the certified payroll of each of the subcontractors performing work on the project, utilizing LCPtracker or CONTRACTOR shall submit paper copies if notified.

Certified Payroll Reports will be available for public viewing. The Construction Compliance Officer may be contacted at (702) 455-5252 to view the reports.

P. Release of Retention

Not more than 95 percent of the amount of any progress payment must be paid until 50 percent of the work required by CONTRACTOR has been performed. The amount of retention with respect to progress payments shall be five percent (5%) until the work is 50 percent complete. After the work is 50 percent complete, no further amount shall be retained from future progress payments, provided CONTRACTOR is making satisfactory progress. In the event of unsatisfactory progress, COUNTY shall retain five percent (5%) from any progress payments. COUNTY, or COUNTY representative shall determine when the work is 50 percent complete.

The specified retention amount will be released following COUNTY'S issuance/approval of the Notice of Completion, provided that the following conditions are met:

1. All punch list items have been completed.
2. A Certificate of Occupancy or temporary Certificate of Occupancy has been received (if applicable).
4. Final record drawings and specifications have been submitted (if applicable).
5. No known premium delinquency exists with CONTRACTOR'S workers' compensation insurer.
6. All required documentation has been submitted to COUNTY and no request has been made to COUNTY by the Labor Commissioner, to hold retention.

COUNTY may at its discretion, withhold only the estimated portion of the retention monies needed to finish any of the five uncompleted conditions as specified above, and only with written notice to CONTRACTOR. The difference of the retention may then be paid.

Q. Use of Apprentices

CONTRACTOR represents that it and its subcontractors will comply with AB43 (2025), Chapter 610 of NRS in regards to the hiring of apprentices from a valid Apprenticeship Program (recognized by the State Apprenticeship Council) for the applicable type of public work (as defined in NRS 338.010).

EXHIBIT B

**Department of Real Property Management  
Design & Construction Division**



**SPECIFICATIONS PREPARED FOR  
RFP No. 607639-25  
JOB ORDER CONTRACTING**

**together better**

**service integrity respect accountability excellence leadership**

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## SECTION 01 11 00

### SUMMARY OF WORK

#### PART 1 GENERAL

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##### 1.02 JOB ORDER DESCRIPTION

- A. **A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price**
- B. A Job Order Contract is an indefinite quantity construction contract pursuant to which the Contractor may perform an ongoing series of individual Projects at different locations and facilities under the jurisdiction of the Owner. Job Order Contracting is typically used for maintenance, repair, alteration, demolition, renovation, remediation or minor construction of a public work.
- C. The work under this agreement will be performed at various Clark County owned or leased properties, buildings, structures, and parks throughout Clark County Nevada on an on-call basis. The work shall include, but not be limited to, the general construction work that may require multiple trades to complete. This contract will be used to complete horizontal and vertical construction involving underground and above ground facility repairs, various small scale tenant improvements, exterior and interior building renovations, small additions, ADA compliance projects, paving projects, installation of modular buildings, and installation of various park amenities, on and offsite utility installation and repairs, etc
- D. **Emergency Repair Projects:** This work will require the immediate mobilization of the Contractor's key project management team to the affected site to assess the emergent situation and collaborate with the County's Representatives to prepare and action plan for as needed selective demolition and repairs caused by unforeseen damage and acts of god including, but not limited to, plumbing failures, mechanical, electrical failures, structural failures, flood damage, storm damage, fire, arson, vandalism, and theft.

- E. Planned Job Order Projects: At the County's discretion, projects initiated under this category will either be designed in advance of job order issuance or will be scoped via a collaborative effort between the County, Contractor, and possibly a consulting Design Professional. Certain projects shall require the cooperation of the Contractor in attending scoping work sessions and design development reviews
- F. The Job Order Documents include a Construction Task Catalog® containing Prepriced Tasks for construction work with preset Unit Prices. All Unit Prices are based on local labor, material and equipment costs and are for the direct cost of construction.
- G. Depending upon the size, scale, and complexity of the project, the County may engage or require the Contractor to engage the services of a licensed design professional to assist with the development of each scope of work and design for permitting and clarification purposes. At the County's discretion, the Contractor may be engaged during various stages of other unrelated projects to assist with developing the scope of work, provide cost estimating, and shall cooperate with the design process by providing design reviews and cost control input.
- H. Extra work, credits, and deletions will be contained in a Supplemental Job Order
- I. The "Project" location and scope of "Work" shall be addressed in the Job Order.
- J. Construction includes all administrative work as outlined in the Division 01 General Requirements and using materials noted on the Construction Documents, Drawings and Specifications issued with the Job Order.
- E. Work hours: Contractor will perform construction activities during the times specified in the Job Order. All dates and times will be outlined in the Project Schedule as required per Section 01 32 16 – Progress Schedule.
- F. Refer to Section 01 30 00 Procure Administrative Requirements.

### 1.03 WORK BY CONTRACTOR

- A. Attend the Joint Scope Meeting for each Job Order issued by the Owner and review Contract Documents and Field Conditions:
  - 1. As the need exists, the Owner will notify the Contractor of a potential Project and schedule a Joint Scope Meeting.
  - 2. The Contractor does not have the right to refuse to perform any Project, Prepriced Task, or Non-Prepriced Task.
  - 3. The Contractor shall attend the Joint Scope Meeting and discuss, at a minimum, the following items:
    - a. The work to be performed
    - b. Presence of hazardous materials
    - c. Job Order specific Insurance (if any)
    - d. Required permits – including drawings for permits
    - e. Long lead time materials
    - f. Protocol for workers entering the site
    - g. Staging area and areas that are off-limits
    - h. Construction schedule and work hours – with critical milestones and phasing requirements
    - i. Controlled inspections, testing requirements
    - j. Value Engineering suggestions
    - k. Organization of Price Proposal – by location, by corner, etc.
    - l. Due Date for Detailed Scope of Work and for Price Proposal

B. Prepare the Detailed Scope of Work

1. After the Joint Scope Meeting, the Contractor shall prepare a draft detailed Scope of Work which will reference any drawings, specifications, sketches, photographs and other documents required to accurately describe the work to be performed. The Owner/County shall review the Detailed Scope of Work and request any required changes or modifications. When an acceptable Detailed Scope of Work has been prepared, the Owner will issue a Request for Job Order Proposal that will require the Contractor to prepare a Job Order Proposal. The Detailed Scope of Work, unless modified by both the Contractor and the Owner, will be the basis on which the Contractor will develop its Job Order Proposal and the Owner will evaluate the same.
2. The Owner may, at its option, include quantities in the Detailed Scope of Work if it helps to define the Detailed Scope of Work, if the actual quantities required are not known or cannot be determined at the time the Detailed Scope of Work is prepared, if the Contractor and the Owner cannot agree on the quantities required, or for any other reason as determined by the Owner. In all such cases, the Owner shall issue a Supplemental Job Order adjusting the quantities appearing in the Detailed Scope of Work to the actual quantities.
3. If the Contractor requires additional information to clarify the Detailed Scope of Work before preparing the Job Order Proposal, the Contractor will make such request quickly so that the Job Order Proposal can be submitted on time.

C. Prepare the Job Order Proposal:

1. The Contractor will prepare a Job Order Proposal including:
  - a. Price Proposal;
  - b. Support documentation for Non-Prepriced Tasks;
  - c. Construction Schedule;
  - d. List of anticipated Subcontractors including a MBE/WBE/DVBE, etc. Statement Certification;
  - e. Other requested documents.
2. The Contractor will prepare Price Proposals in accordance with the following:
  - a. Prepriced Task: Contractor shall first select the appropriate Pre-priced Tasks, enter the accurate quantities, and select the appropriate Adjustment Factor to be used for each such Pre-priced Task. Use of the Construction Task Catalog® to locate a Pre-priced Task will be prioritized over the use of a Non-Pre-priced Task. Contractor shall use the Adjustment Factors in effect on the date the Price Proposal is due, even though the Job Order may be issued after the Adjustment Factors have been updated..
  - b. Non Pre-priced Task: If a Pre-priced Task cannot be located in the Construction Task Catalog®, the Contractor may propose a Non-Pre-Priced Task for approval by the County. If the Contractor will perform the work with its own forces, it shall submit three independent quotes for all material to be installed and shall, to the extent possible, use Prepriced Tasks for labor and equipment from the Construction Task Catalog®. If the work is to be subcontracted, the Contractor shall submit three independent quotes from subcontractors. The Contractor shall not submit a quote from any subcontractor or materialman that the Contractor is not prepared to use. The Owner may require additional quotes if the subcontractors are not acceptable or if the prices are not reasonable. If three quotes cannot be obtained, the Contractor shall provide the Owner

with a written explanation. If the explanation is accepted by the Owner, the Contractor may provide less than three quotes.

- c. Information submitted in support of Non-Prepriced Tasks may include catalog cuts, technical data, drawings, or other information as required.
  - d. The final price submitted for Non-Prepriced Tasks shall be according to the following formula:  
**For Non-Prepriced Tasks Performed with Contractor's own forces:**  
A = The hourly rate for each trade classification not in the Construction Task Catalog® multiplied by the quantity;  
B = The hourly, weekly, or monthly rate for each piece of equipment not in the Construction Task Catalog® multiplied by the quantity;  
C = Lowest of three independent quotes for all materials.  
**Total for Non-Prepriced Tasks performed with Contractor's own forces = (A+B+C) x Non-Prepriced Task Adjustment Factor**  
**For Non-Prepriced Tasks Performed by subcontractors:**  
If the Non-Prepriced Task will be subcontracted, the Contractor must submit three independent quotes for the work. Less quotes may be approved by the Owner, upon their discretion, with a letter of justification.  
D = Lowest of three subcontractor quotes  
**Total for Non-Prepriced Tasks performed by subcontractors = D x Non-Prepriced Task Adjustment Factor.**
  - e. After the cost for a Non Prepriced Task has been approved, the Owner may determine that such cost shall be fixed for all future Price Proposals and will not require subcontractor quotes for price determination. The Owner reserves the right to request the Contractor provide current quotes for any Non Prepriced Task approved previously.
  - f. The value of the Price Proposal shall be calculated by summing the total of the calculations for each Prepriced Tasks (Unit Price x quantity x Adjustment Factor) plus the value of all Non Pre-priced Tasks.
3. Whenever, because of trade jurisdiction rules or small quantities, the cost of a Prepriced Task is less than the actual cost of the labor and material to perform such Prepriced Task, the Owner may permit the Contractor to be paid for such Prepriced Task as a Non-Prepriced Task or use Prepriced Tasks for labor and the material component pricing of the Prepriced Task to cover the actual costs incurred. Provided, however, that there is no other work for that trade on the Project or the other work for that trade cannot be scheduled at the same time and the actual cost does not exceed \$1,000.
  4. Contractor shall make the necessary arrangements for and obtain all filings and permits required to perform the Detailed Scope of Work, including the preparation of all drawings, sketches, calculations and other documents and information that may be required therefor. If the Contractor is required to pay an application fee for filing a Project, a fee to obtain a building permit, or any other permit fee to the City, State or some other governmental or regulatory agency, then the amount of such fee paid by the Contractor for which a receipt is obtained shall be treated as a reimbursable task to be paid without mark-up.
  5. Incidental Engineering and Architectural Services. Incidental engineering and architectural services include project layout drawings, sketches, shop drawings, as-built drawings, professional services by an engineer or architect taking less than four hours, and safety plans. If the Contractor is required to provide drawings stamped by a professional engineer or architect, then the Contractor will be paid through the reimbursable task included in the Price Proposal.

6. The Contractor's Job Order Proposal shall be submitted by the date set forth in the Request for Job Order Proposal.
7. The amount of time allowed for the Contractor to prepare the Job Order Proposal will depend on the complexity of the Detailed Scope of Work and on the date by which the Owner requires the Detailed Scope of Work to be completed. Generally, the Contractor will be allowed between seven and fourteen days to prepare the Job Order Proposal. For complex Projects or Projects requiring engineering and architectural services to be completed before a Job Order Proposal can be prepared, the amount of time allowed will be increased.
8. If the Contractor requires clarifications or additional information regarding the Detailed Scope of work in order to prepare the Job Order Proposal, the request must be submitted so that the submittal of the Job Order Proposal is not delayed.
9. In the event an immediate response is necessary, the Contractor shall be required to follow alternative procedures as established by the Owner. The Contractor shall begin work as directed notwithstanding the absence of a fully developed Detailed Scope of Work, Request for Job Order Proposal, or Job Order. The Contractor shall be compensated for such work as if the work had been ordered under the standard procedures to develop a Job Order
10. For purposes of Using the Construction Task Catalog®, the project site is defined as the exterior perimeter of a building. For work not performed in a building, the project site is defined as the limits of the work area.
11. In the event the Contractor is required to work in a secured facility or location where labor, materials, and equipment must be inspected, the Contractor will be permitted to add labor hours to the Job Order Price Proposal to account for lost time as a result of such inspection.
12. Included in the Job Order Proposal a statement regarding whether the contractor is a minority-owned business, a woman-owned business, a veteran-owned business, a business enterprise owned by persons with physical disabilities, a business enterprise owned by persons who are disabled veterans, or a local emerging small business will be required.

D. Review of the Job Order Proposal:

1. The Owner will review the Job Order Proposal.
2. All incomplete Job Order Proposals shall be rejected.
3. The Owner will review the Price Proposal to determine the accuracy of the Prepriced Tasks, quantities, Adjustment Factors, and Non-Prepriced Tasks.
4. The Contractor may choose the means and methods of construction. Provided, however, the Owner may reject any means and methods proposed by the Contractor that:
  - a. Will constitute or create a hazard to persons or property;
  - b. Will not produce the Detailed Scope of Work in accordance with the terms of the Contract; or
  - c. Unnecessarily increases the Job Order Price when alternative means and methods are available.

5. By submitting a Job Order Proposal to the Owner, the Contractor is offering to complete the Detailed Scope of Work within the proposed construction schedule for the value of the Price Proposal.
6. It is the Contractor's responsibility to include the necessary Prepriced Tasks and Non-Prepriced Tasks, accurate quantities, and correct Adjustment Factors in the Price Proposal prior to delivering it to the Owner.

E. Key Personnel:

1. The Contractor shall assign a full-time person as its representative for this Contract. This person shall be acceptable to the Owner and shall have a cell phone at which he or she can be reached at all times.
2. The Contractor shall also have at all times an Office Manager and a Superintendent assigned to this Contract. Additional staff will be provided depending on the volume of work. For each Job Order issued, the Contractor shall identify the Superintendent responsible for that Job Order. The Superintendent shall be reachable 24 hours a day, seven days a week. If the named Superintendent is not available because of illness or vacation or the like, the Contractor shall notify the Owner of a substitute Superintendent. At all times, the Contractor shall provide one Superintendent for each Job Order. At the Owner's discretion, and where appropriate based on the nature, proximity and scope of the work, a Floating Superintendent may be allowed with prior Owner's written approval to oversee multiple Job Orders in lieu of a full-time, dedicated Superintendent for each. Whenever, in the sole discretion of the Owner, the Contractor is not providing a sufficient level of supervision, the Owner may direct the Contractor to increase the level of supervision for any or all projects, including but not limited to the right to direct the Contractor to assign a full time, dedicated Superintendent for any project; submit daily management, inspection, activity, and planning reports; substitute subcontractors; submit daily photographs of the work in place and the work areas prepared for the next day's work; and develop a site-specific quality control program, all at no cost to the Owner.

F. Supervision:

1. Submit name of the individual authorized to receive documents and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
2. Furnish in writing within five (5) calendar days after the issuance of the Job Order, written phone numbers or instructions on how to contact key personnel. Key personnel shall be:
  - a. Superintendent.
  - b. Project Manager.
  - c. Owner or Partner of the construction company under Contract.
3. Contractor shall have on-site supervision whenever work is being performed. Superintendent shall be present at the Project Site for a minimum of eight (8) hours each day that construction work is progressing, or that is a normal business day until Punch List items have been corrected.
  - a. Superintendent shall also be present at the Project Site during work performed at other than the above times.
  - b. Arrange to have Superintendent, or an Owner approved alternate, with the daily knowledge of the Work, authority and capacity to make decisions or receive instructions and react accordingly, available by cellular phone on a twenty-four (24) hour a day, seven (7) day a week basis throughout this Contract.
4. At Owner's sole discretion, Owner will request and require, in writing, the replacement of a Superintendent and/or Project Manager.

5. Superintendent shall not be replaced at Contractor's request, except in case of an emergency, as approved by Owner, or upon mutual agreement by Owner and Contractor. Any subsequent substitution, if approved, will require full time presence on-site of Contractor's Project Manager in addition to Superintendent.
  6. If Contractor does not respond to a call within one hour, and a situation exists requiring Contractor's action; Owner may take appropriate action at Contractor's expense. Contractor, by failing to respond to the call, shall waive any rights to claims caused by Owner's action in accordance with the Contract Documents and industry standards.
- G. Performance of the Work:
1. Perform work as may be necessary to complete the Job Order in accordance with Contract Documents and industry standards.
  2. Supervise and direct the Work, using Contractor's best skills and attention.
  3. Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the Contract.
  4. Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under a contract.
  5. Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of Owner in Owner's administration of the Contract, or by tests, inspections, or approvals required or performed by persons other than Contractor.
  6. In the event damages occur due to non-responsiveness, Contractor shall bear the cost for corrective actions.
- H. Materials, Labor, and Equipment:
1. Furnish and pay for transportation, material, equipment, tools, labor, and incidentals necessary to complete the Work in the best possible and most expeditious manner.
  2. Provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work.
- I. Labor: Enforce strict discipline and good order among Contractor's employees and other persons carrying out the Contract. Contractor shall not permit employment of persons not skilled in tasks assigned to them.
- J. Contractor's Responsibilities:
1. Review Shop Drawings, Product Data, and Samples; before and after Owner's and/or Architect's/Engineer's review.
  2. Receive and unload Products at site.
  3. Inspect for completeness or damage, jointly with Owner.
  4. Handle, store, install, and finish Products.
  5. Repair or replace items damaged after receipt.
  6. Utilize Owner's construction management software Procore.
  7. Other responsibilities in accordance with the Job Order Contract Documents.

#### 1.04 WORK BY OWNER

##### A. Issue the Job Order:

1. If the Job Order Proposal is found to be complete and accurate, the Owner may issue a Job Order to the Contractor.

2. The Job Order signed by the Owner and delivered to the Contractor constitutes the Owner's acceptance of the Contractor's Job Order Proposal.
  3. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time and the Job Order Price. The Job Order Price shall be the value of the approved Price Proposal.
  4. All clauses of this Contract shall apply to each Job Order.
  5. The Contractor will be paid the Job Order Price for completing the Detailed Scope of Work within the Job Order Completion Time.
  6. The Owner, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order. All Supplemental Job Orders shall be developed in accordance with these procedures for ordering work.
  7. The Owner may decide not to issue a Job Order under development, may decide to cancel a Job Order or any portion of a Job Order, or cancel a Project or any portion of a Project, for any reason. In such case, the Contractor shall not recover any costs arising out of or related to the development of the Job Order including but not limited to attending the Joint Scope Meeting, preparing or reviewing the Detailed Scope of Work, preparing a Job Order Proposal (including incidental architectural and engineering services), subcontractor costs, or reviewing the Job Order Proposal with the Owner. The Owner may perform such work by other means.
  8. A Job Order will reference the Detailed Scope of Work and set forth the Job Order Completion Time, and the Job Order Price. A separate Job Order will be issued for each Project. Extra work, credits, and deletions will be contained in a Supplemental Job Order. The Job Order Price shall be a lump sum, fixed price for the completion of the Detailed Scope of Work.
- B. Owner reserves the right to perform construction or operations related to the Project with Owner's own forces and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under conditions of the Contract identical or substantially similar to these, including those portions related to insurance and waiver of subrogation. If Contractor claims that delay or additional cost is involved because of such action by Owner, Contractor shall make such claim as provided elsewhere in the Contract Documents under Section 01 26 00 – Job Order Modifications Procedures.
- C. When separate contracts are awarded by Owner for different portions of the Project or other construction or operations on the site, the term "Contractor" in the Contract Documents in each case shall mean Contractor who executes each separate Owner-Contractor Agreement.
- D. Owner will provide for coordination of the activities of Owner's own forces and of each separate Owner-awarded contractor with the Work of Contractor, who shall cooperate with them.
1. Contractor shall participate with other separate contractors and Owner in reviewing their construction schedules when directed to do so.
  2. Contractor shall make any revisions to the Construction Schedule and Contract Sum deemed necessary after a joint review and mutual agreement.
  3. The Construction Schedules shall then constitute the schedules to be used by Contractor, separate contractors, and Owner until subsequently revised.
- E. Unless otherwise provided in the Job Order Documents, when Owner performs construction or operations related to the Project with Owner's own forces, Owner will be deemed to be subject to the same obligations and to have the same rights which apply to Contractor under the Conditions of the Contract, including, without excluding other, those stated herein and elsewhere in the Job Order Contract Documents.

- F. Refer to Job Order for Items noted "Owner-Supplied Products" that will be supplied by Owner and installed by Contractor.
  - G. Refer to Job Order for Items noted NIC (Not in Contract) that will be supplied and installed by Owner during construction or at a future time. :
  - H. Refer to Job Order for items that Contractor shall remove, and Owner will take possession of the items during construction. If none are listed in the Job Order, Contractor shall dispose of all removed items in a legal manner, in accordance with Federal, State and Local laws.
- 1.05 WORK BY OTHER CONTRACTORS
- A. Owner may award separate Job Order, or Contracts to other Contractors for other Work on the Project.
- 1.06 OWNER-SUPPLIED PRODUCTS
- A. Owner's Responsibilities:
    - 1. Arrange for and deliver Owner reviewed Shop Drawings, Product Data, and Samples as required to Contractor.
    - 2. Arrange and pay for Product delivery to site.
    - 3. On delivery, inspect Products jointly with Contractor.
    - 4. Submit claims for transportation damage and replace damaged, defective, or deficient items.
    - 5. Arrange for manufacturers' warranties, inspections, and service.
    - 6. Provide access to specified items for inspection by Contractor.
    - 7. Inspect specified items jointly with Contractor and record status and condition of each item.
    - 8. Cooperate with Contractor on scheduling time and method of removal of Owner-supplied Products from existing location for reinstallation in the Work of the Project.
  - B. Contractor's Responsibilities:
    - 1. Inspect specified items jointly with Owner and record status and condition of each item.
    - 2. Coordinate with Owner on schedule and method of removal of Owner-Supplied Products from their existing location.
    - 3. Carefully remove, transport, and reinstall specified Owner-Supplied Products in locations shown on Drawings or as directed by Owner.
  - C. Information or services under Owner's control shall be furnished by Owner with reasonable promptness to avoid delay in orderly progress of the Work.
  - D. The above delineated responsibilities are in addition to other duties and responsibilities of Owner and Contractor.
- 1.07 CONTRACTOR USE OF SITE AND PREMISES
- A. Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Job Order or as directed by Owner and shall not unreasonably encumber the site with materials or equipment.
  - B. Limit use of site and/or premises to allow:
    - 1. Owner occupancy.
    - 2. Work by others, work by Owner, and work by public utility companies.
    - 3. Use of site and premises by the public.
  - C. Maintain emergency exits from existing buildings during construction where applicable.

- D. Construction operations shall be limited to areas defined by Job Order Documents. Proposed operations outside Job Order limits must be submitted to Owner for approval and Contractor shall be responsible for time, cost, and documentation associated with additional permits and approvals that may be required.
  - E. Utility Outages and Shutdown: Provide seven (7) calendar days or five (5) workdays notice of scheduled shutdowns and immediate notification of unscheduled utility interruptions to the site or any portion of the site.
- 1.08 OWNER USE OF SITE AND PREMISES
- A. Owner intends to occupy the existing buildings, parks, trails, fields and facilities on the premises unless otherwise noted in the Job Order and will conduct public business during the entire period of construction. Schedule the Work to accommodate this requirement.
  - B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations. Schedule the Work to accommodate this requirement.
  - C. Owner's Access to the Site: Provide Owner access to the Work in preparation and progress wherever located.
- 1.09 WORK SEQUENCE
- A. Construct Work in phases to accommodate Owner's occupancy requirements during the construction period, coordinate Construction Schedule and operations with Owner.
- 1.10 OWNER OCCUPANCY
- A. Owner may occupy or use any complete or partially completed portion of the Work at any stage when such portion is designated by separate letter agreement with Contractor, provided such occupancy or use is consented to by the insurer as required herein and authorized by public authorities having jurisdiction over the Work.
    - 1. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, retainage if any, security, maintenance, heat, utilities, damage to the Work, and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents.
    - 2. When Contractor considers a portion substantially complete, prepare and submit a list of incomplete work (Punch List) to Owner as specified.
    - 3. Consent of Contractor to partial occupancy or use shall not be unreasonably withheld.
    - 4. The stage of the progress of the Work shall be determined by written agreement between Owner and Contractor or, if no agreement is reached, by decision of Owner.
  - B. Immediately prior to such partial occupancy or use, Owner and Contractor shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
  - C. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

## 1.11 STREAMLINED SPECIFICATIONS

- A. These specifications are written in streamlined or declarative style, using incomplete sentences. This imperative language is directed to Contractor unless specifically noted otherwise.
- B. Omissions of such words and phrases as "Contractor shall," "in conformity therewith," "shall be," "as shown on Drawings," "a," "an," "the," and "all" are intentional in streamlined sections.
  - 1. Omitted words shall be supplied by inference in the same manner as when a note appears on Drawings.
  - 2. Omission of such words shall not relieve Contractor from providing the items and work described herein or indicated on Drawings.
  - 3. Words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

Not Used.

END OF SECTION

## SECTION 01 26 00

### JOB ORDER MODIFICATION PROCEDURES

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. The Owner, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a **Supplemental Job Order**
- B. Changes in the Job Order Work may be accomplished after issuance of the Job Order by Supplemental Instruction, by Supplemental Job Order subject to the limitations stated in this section and elsewhere in the Job Order Contract Documents.
- C. SECTION INCLUDES
  - 1. Definitions
  - 2. Modifications
  - 3. Supplemental Instructions
  - 4. Supplementary Joint Scope Meetings
  - 5. Supplemental Instructions Procedures
  - 6. Supplementary Job Order Procedures
  - 7. Correlation of Contractor Submittals

##### 1.02 DEFINITIONS

- A. A Modification is:
  - 1. Supplemental Instruction (SI);
  - 2. Supplemental Job Order (SJO);
  - 3. Or a written amendment to the Job Order Contract signed by Owner and Contractor.
- B. **Supplemental Instruction** is an order for a minor change in the Work issued by Owner involving no changes in the Contract Amount or Contract Time.
- C. **Supplemental Job Order** - A secondary Job Order developed after the initial Job Order has been issued to change, delete, or add work to the initial Detailed Scope of Work, or to change the Job Order Completion Time.
  - 1. The Owner, without invalidating the Job Order, may order changes in the Detailed Scope of Work by adding to, changing, or deleting from the Detailed Scope of Work, by issuing a Supplemental Job Order.
  - 2. All Supplemental Job Orders shall be developed in accordance with these procedures for ordering work.
  - 3. Price Proposals for Supplemental Job Orders shall include credits for deleted Prepriced Tasks and Non Pre-priced Tasks. Deleted tasks shall result in a credit equal to 100% of the value at which those tasks were included in the original Price Proposal.

### 1.03 MODIFICATIONS

- A. Changes in the Job Order Work shall be performed under applicable provisions of the Job Order Contract Documents, and Contractor shall proceed promptly, unless otherwise provided in the Supplemental Instruction or Supplemental Job Order.

### 1.04 SUPPLEMENTAL INSTRUCTIONS

- A. Owner or Owner's representative has the authority to order minor changes in the Work not involving adjustment in Job Order Contract Sum or extension of Contract Time and not inconsistent with intent of Contract Documents.
- B. Such minor changes shall be affected by written order from Owner or Owner's representative in the form of an Supplemental Instructions (SI) and shall be binding on Owner and Contractor with Owner concurrence.
- C. Contractor shall carry out such written orders promptly.

### 1.05 SUPPLEMENTARY JOINT SCOPE MEETINGS

- A. Owner or Contractor may initiate Supplementary Joint Scope meetings to propose a change in Job Order Work and prepare modifications to the Detailed Scope of Work.
- B. Contractor shall follow the same procedures as outlined on Section 01 11 00 Summary of Work, Article 1.03 Work by Contractor.
- C. All Supplemental Job Orders shall be developed and priced in accordance with the Procedures for Developing All Job Orders
- D. Within seven (7) calendar days of the Supplementary Joint Scope meeting unless the project has been deemed an emergency, Contractor shall prepare a Supplemental Job Order Proposal and Supplemental Price Order Proposal for Owner or Owner's representative for consideration and issuance of Supplementary Job Order.
- E. Order prepared by Owner or Owner's representative and executed by all parties.

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

### 3.01 SUPPLEMENTAL INSTRUCTIONS PROCEDURES

- A. Owner or Owner's representative shall issue a Supplemental Instruction to Contractor describing minor changes in the Work not involving adjustment in Contract Sum or extension of Contract Time and not inconsistent with the intent of the Contract Documents.
- B. Contractor shall carry out such written orders promptly.

### 3.02 SUPPLEMENTAL JOB ORDER PROCEDURES

- A. Contractor shall follow the same procedures as outlined on Section 01 11 00 Summary of Work, Article 1.03 Work by Contractor.
- B. All Supplemental Job Orders shall be developed and priced in accordance with the procedures for developing All Job Orders

3.03 CORRELATION OF CONTRACTOR SUBMITTALS

- A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Amount.
- B. Promptly revise Progress Schedules to reflect any change in Contract Time. Revise sub-schedules to adjust time for other items of Work affected by the change and resubmit.
- C. Promptly enter changes in Project Record Documents.

END OF SECTION

## SECTION 01 26 13

### REQUESTS FOR INFORMATION/INTERPRETATION (RFI)

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Definitions.
- B. Owner's Procore RFI Form.
- C. Procedures.
- D. Related Section 01 30 00 Procore Administrative Requirements

##### 1.02 DEFINITIONS

- A. RFI: Formal process used during construction phase to facilitate communication between Contractor and Architect/Engineer or Owner's Authorized Representative with regard to requests for additional information and clarification of intent of Job Order Contract Documents (Drawings and Specifications).
- B. Requests for Information: Request made by Contractor concerning items not indicated on Drawings or contained in Project Manual that is required to properly perform the Work.
- C. Requests for Interpretation: Request made by Contractor in accordance with Owner's Representative's third-party obligations to the contract for construction.

##### 1.03 Owner's PROCORE RFI FORM

- A. Contractor shall create RFIs through Owner's Procore Project Tools: RFI. Architect/Engineer will not respond unless a proper form is used and submitted.
- B. If submittal form or format does not provide space needed for complete information, additional sheets may be attached.

#### PART 2 PRODUCTS

Not Used.

#### PART 3 EXECUTION

##### 3.01 PROCEDURES

- A. When conditions require clarification of Job Order Contract Documents, comply with following:
  - 1. Subcontractors, manufacturers, and suppliers shall submit request for additional information and clarification to Contractor.
  - 2. Contractor is responsible for reviewing, numbering sequentially, and forwarding all RFI's to Owner's representative /Architect/Engineer with copy to Owner.
    - a. RFI's from Subcontractors, manufacturer, or material suppliers shall be reviewed by and signed by Contractor prior to submittal to Architect/Engineer.
    - b. RFI's from Subcontractors, manufacturers or material suppliers sent directly to Owner's Representative, Architect/Engineer, or Architect/Engineer Consultants **shall not** be accepted.

3. Contractor shall contact Owner's representative/Architect/Engineer with Requests for Interpretation or additional information using the attached form.
  4. Submit one Request for Information or clarification per form provided at the end of this section.
  5. A properly prepared Request for Information/Interpretation shall include a detailed written statement that indicates the specific Drawing or Specification and photographs of site conditions in need of clarification and the nature of the clarification requested.
    - a. Drawings shall be identified by sheet number and detail number or location on Drawing sheet.
    - b. Specifications shall be identified by Section number, article, paragraph and page number.
    - c. Photograph shall clearly show the site conditions in question from multiple angles.
    - d. Include a detailed, legible description of item needing interpretation and the following:
      - 1) Contractor's suggested solution(s):
        - a) If Contractor's solution(s) impact the Contract Time, Contractor shall state impact in the RFI.
        - b) All RFI's must have potential schedule and budget impact noted, when applicable.
      - 2) Attachments: Include Drawings, descriptions, measurements, photos, Product Data, Shop Drawings, and other information necessary to fully describe items needing interpretation.
        - a) Supplementary drawings prepared by Contractor shall include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments.
    - e. Clouding of the specific item on Drawings or within the Specification in question is excepted.
    - f. Forms shall be completely filled in; all requests shall be typed.
    - g. Generate RFI by one source per project and number accordingly.
      - 1) If an RFI is resubmitted, it MUST have the same number as the original RFI with a suffix identifying it as a resubmittal, for example RFI-0002-R1.
- B. Owner/Owner's representative/Architect/Engineer will review RFI from Contractor with reasonable promptness and Contractor will be notified in writing of decisions made.
1. Owner/Owner's representative /Architect/Engineer will endeavor to respond in a timely fashion to RFI's
  2. RFI's shall state requested date/time for response. However, this requested date/time for response is not a guarantee that the RFI will be answered by that date/time if that date/time is too expeditious.
- C. Owner/Owner's representative Architect's/Engineer's written response to RFI shall not authorize changes in Contract Sum or Contract Time.
1. Owner/Owner's representative Architect/Engineer will provide response to Contractor.
    - a. Owner/Owner's representative Architect/Engineer will respond to RFI's on one of the following forms:
      - 1) Properly prepared RFI's:
        - a) Response directly upon Request for Information/Interpretation Form.
        - b) Architect's Supplemental Instruction
        - c) Request for Proposal
        - d) Construction Change Directive
      - 2) Improper or Frivolous RFI's
        - a) RFI's will be processed by Architect/Engineer at Architect's/Engineer's standard hourly rate and Architect/Engineer will charge Owner, and such cost will be deducted from monies still due to Contractor. Contractor will be notified by Architect/Engineer prior to the processing of frivolous or improper RFI's.
- D. In the event Contractor believes that an RFI response by the Architect/Engineer results in additional cost or time, Contractor shall not proceed with the work indicated by the RFI until a

Construction Change Directive (CCD) or Change Order is prepared and approved. RFI's shall not automatically justify a cost increase in the work or a change in the Contract Time.

- E. Contractor shall maintain a log of RFIs sent to and responses from Owner/Owner's representative/Architect/Engineer.
  - 1. Contractor shall furnish copies of the log showing outstanding RFI's. Contractor shall note unanswered RFI's in the log. Logs shall be reviewed as part of weekly Construction Meetings.
- F. RFI's are to be submitted to Owner/Owner's representative/Architect/Engineer through Owner's Procure, unless hard copies are requested by Owner Representative.

END OF SECTION

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Project: \_\_\_\_\_ R.F.I. Number: \_\_\_\_\_  
From: \_\_\_\_\_  
To: \_\_\_\_\_ Date: \_\_\_\_\_  
Project Number: \_\_\_\_\_  
Re: \_\_\_\_\_ Contract for: \_\_\_\_\_

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Specification Section:                  Paragraph:                  Drawing Reference:                  Detail:

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Request:

Signed by:

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Response:

Attachments

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Response From:                          To:                          Date Rec'd:                          Date Ret'd:

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Signed by:

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Copies:     Owner  Consultants     \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  \_\_\_\_\_  File

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Page 1 of \_\_\_

**SECTION 01 29 76**  
**APPLICATIONS FOR PAYMENT**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Schedule of Values Format and Submittal
- B. Applications for Payment Preparation and Submittal
- C. Retention
- D. Application for Payment Preparation and Submittal Procedures
- E. Application for Payment for Completion of the Work
- F. Application for Payment of Retention
- G. Substantiating Data
- H. Related Section 01 30 00 Procure Administrative Procedures.

**1.02 SCHEDULE OF VALUES**

- A. Contractor shall submit to Owner a Schedule of Values allocated to various portions of the Work, prepared in the form provided and supported by such data to substantiate its accuracy as Owner may require.
- B. This schedule shall be used as a basis for reviewing Contractor's Applications for Payment.

**1.03 APPLICATIONS FOR PAYMENT**

- A. Certificates of Insurance:
  - 1. As a condition precedent to receiving payments, Contractor shall have on file with Owner current certificates of insurance evidencing required coverage.
  - 2. Insurance certificates for Owner shall contain the information shown on the sample certificates provided in the Contract Documents.
- B. Payment for stored materials may be made as specified in the General Conditions.

**1.04 RETENTION**

- A. Not more than Ninety-five (95%) percent of the amount of any Progress Payment must be paid until fifty (50%) percent of the Work required by Contractor has been performed. The amount of retention with respect to Progress Payments shall be five (5%) percent until the Work is fifty (50%) percent complete. After the Work is fifty (50%) percent complete, no further amount shall be retained from future Progress Payments, provided Contractor is making satisfactory progress. In event of unsatisfactory progress, Owner shall retain five (5%) percent from any Progress Payments. Owner or Owner's Representative shall determine when the Work is fifty (50%) percent complete.
- B. Release of Retention: The specified retention amount will be released following Owner's issuance of the Notice of Final Completion, provided that the following conditions are met:

1. All punch list items have been completed.
  2. A Certificate of Occupancy or temporary Certificate of Occupancy has been received (if applicable).
  3. Final record drawings and specifications have been submitted (if applicable).
  4. No known premium delinquency exists with CONTRACTOR'S workers' compensation insurer.
  5. All required documentation has been submitted to COUNTY and Nevada State Labor Commissioner and no request has been made to COUNTY by the Labor Commissioner, to hold retention.
- C. Owner may, at its discretion, withhold only the estimated portion of the retention monies needed to finish any of the uncompleted conditions as specified above, and only with written notice to Contractor. The difference of the retention may then be paid.

## PART 2 PRODUCTS

### 2.01 SCHEDULE OF VALUES

- A. Format:
1. Subsequent Submittals are same as Continuation Sheet for Application of Payment.
  2. Fill in left-most three columns (Item Number, Description of Work, and Scheduled Value).
- B. Schedule of Values shall include a scheduled value for each division of construction listed in the Table of Contents of the Project Manual, including separate line items for Permits and Fees, and Construction Conflicts.
- C. Owner reserves the right to request further breakdown of any and each subsection item as required.

### 2.02 APPLICATION FOR PAYMENT

- A. Format:
1. Application for Payment forms shall be a format similar to AIA G702 - Application and Certificate for Payment and AIA G703 - Continuation Sheet.
  2. Contractor's electronic media driven forms including continuation sheets in the same format will be considered.
- B. Continuation sheet(s): For each item, provide a column for listing each of the following:
1. Item Number.
  2. Description of work.
  3. Scheduled Values.
  4. Previous Applications.
  5. Work in place under this application.
  6. Authorized Change Orders.
  7. Total completed to date of application.
  8. Percentage of completion.
  9. Balance to finish.
  10. Retainage.

## PART 3 EXECUTION

### 3.01 SCHEDULE OF VALUES PREPARATION AND SUBMITTAL PROCEDURES

- A. Submit a Schedule of Values of the various portion of the Work, aggregating the total Contract Amount, divided so as to facilitate payments to Subcontractors and materials suppliers in accordance with the Project requirements.

- B. Each item in the Schedule of Values shall be identified with the Specification Section number that applies.

### 3.02 APPLICATION FOR PAYMENT PREPARATION AND SUBMITTAL PROCEDURES

- A. Draft Copy of Application:
  - 1. Seven (7) calendar days before the date established for each Progress Payment, Contractor shall prepare and submit to Owner, Owner's representative and/or Architect/Engineer a draft copy of the continuation sheets listing total percentage of completed Work for each item to date and the percentage complete for the previous approved application.
  - 2. Support this draft by such data substantiating Contractor's right to payment as Owner, Owner's representative and/or Architect/Engineer may require, such as copies of requisitions for Subcontractors and material suppliers.
  - 3. Progress Payments shall include:
    - a. Updated Progress Schedule. See Section 01 32 16 – Progress Schedules.
    - b. Monthly photographic documentation. See Section 01 32 33 – Photographic Documentation
    - c. Daily Manpower & Activity Reports
- B. Use data from approved Schedule of Values. Provide dollar value in each column for each line item for portion of Work performed.
- C. Site Visit to Review Draft:
  - 1. Owner, Owner's representative/Architect/Engineer, and Contractor shall meet at the site to review Contractor's draft copy of Application for Payment.
  - 2. If Owner and Contractor cannot agree on percentage of Work complete, Owner will pay the amount for which Owner's representative or Architect/Engineer is able to substantiate to Owner.
- D. Submit Complete Copy: After working through the draft Application for Payment with the Project Team, and upon Owner's and/or Architect's/Engineer's acceptance of the percentage amount complete for each item, Contractor shall complete the entire application form with the date as the same date emailed, and **submit the final version of the Application for Payment via email to [rpmdcinvoices@clarkcountynv.gov](mailto:rpmdcinvoices@clarkcountynv.gov) and upload to Owner's Procore with Architect/Engineer and RPM D&C project representative CC'd:**
  - 1. Present required information in typewritten form.
  - 2. Execute certification by signature of authorized officer of Contractor.
  - 3. List each authorized Change Order as an extension on AIA G703 - Continuation Sheet, listing Change Order number and dollar amount as for an original item of Work.
  - 4. Payment Period: Submit at intervals stipulated in the Agreement but not more than one (1) Submittal per calendar month unless approved by Owner.
  - 5. Submit with transmittal letter listing all required items.
  - 6. Submit notarized Application for Payment in PDF format via email, unless hardcopies are requested by Owner.
  - 7. Do NOT email the draft Application for Payment to the central email. Work out the draft with the Project Team before creating a final version of the Application for Payment.
  - 8. Do send the final version of the Application for Payment with all required deliverables:
    - a. Updated Construction Schedule
    - b. Monthly photo documentation, See Section 01 32 22 – Photographic Documentation
    - c. Owner may require submission of lien waivers.
    - d. Daily Manpower & Activity Reports
- E. Following Owner and/or Architect/Engineer review and approval of the completed application, the application will be processed for payment.

- F. Contractor shall promptly pay each Subcontractor, upon receipt of payment from Owner, out of the amount paid to Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to Contractor on account of such Subcontractor's portion of the Work. Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.
- G. Owner shall have no obligation to pay or to see to the payment of money to a Subcontractor or material supplier except as may otherwise be required by law.
- H. Decisions to Withhold Certification:
  - 1. Owner may decide not to make payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in Owner's opinion to protect Owner from loss because of:
    - a. Defective Work not remedied.
    - b. Third party claims filed or reasonable evidence indicating probable filing of such claims.
    - c. Failure of Contractor to make payments properly to Subcontractors or for labor, materials, or equipment.
    - d. Reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum.
    - e. Damage to Owner or another contractor.
    - f. Reasonable evidence that the Work will not be completed within the Contract Time and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay.
    - g. Persistent failure to carry out the Work in accordance with the Contract Documents.
  - 2. Progress Payments may be withheld if Progress Record Documents are not current at the time of Application for Payment.
  - 3. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.
- I. Failure of Payment:
  - 1. If Owner does not pay Contractor within thirty (30) days after the date established in the Contract Documents the amount agreed to by Contractor, Owner, or awarded by arbitration, then Contractor may, upon seven (7) additional days' written notice to Owner, stop the Work until payment of the amount owing has been received.
  - 2. Contract Time shall be extended appropriately, and Contract Amount shall be increased by the amount of Contractor's reasonable costs of shut-down, delay, and start-up, which shall be accomplished as provided in Section 01 26 00 – Job Order Modification Procedures.

### 3.03 APPLICATION FOR PAYMENT FOR COMPLETION OF THE WORK

- A. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application and Certificate for Payment, Owner, Owner's representative and/or Architect/Engineer will promptly make such inspection and, when Owner, Owner's representative and/or Architect/Engineer find the Work acceptable under the Job Order Contract Documents and the Contract fully performed, Owner will approve a final Application for Payment signifying that to the best of Owner's knowledge, information and belief, and on the basis of Owner's representative /Architect's/Engineer's observations and inspection, the Work has been completed in accordance with terms and conditions of the Job Order Contract Documents and that the entire balance found to be due to Contractor and noted in said Final Certificate is due and payable.
- B. Final Payment for any retained percentage shall not become due until Contractor submits to Owner:

1. An affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which Owner or Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied.
  2. A certificate evidencing that insurance required by the Job Order Contract Documents to remain in force after Final Payment is currently in effect and will not be canceled or allowed to expire until at least thirty (30) days' prior written notice has been given to Owner.
  3. A written statement that Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the Job Order Contract Documents.
  4. Consent of surety, if any, to Final Payment.
  5. If required by Owner, other data establishing payment or satisfaction of obligations, such as receipts, releases and waivers of liens, claims, security interests or encumbrances arising out of the contract, to the extent and in such form as may be designated by Owner.
- C. If a Subcontractor refuses to furnish a release or waiver required by Owner, Contractor may furnish a bond satisfactory to Owner to indemnify Owner against such lien. If such lien remains unsatisfied after payment is made, Contractor shall refund to Owner all money that Owner may be compelled to pay in discharging such lien, including all cost and reasonable attorneys' fees.
- D. If, after Substantial Completion of the Work, final completion thereof is materially delayed through no fault of Contractor or by issuance of Change Orders affecting final completion, Owner shall, upon application by Contractor, and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted.
1. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in the Contract Documents, and if bonds and the written Consent of Surety has been furnished, Contractor shall submit to Owner or Owner's representative or Architect/Engineer an Application for Payment for that portion of the Work fully completed and accepted.
  2. Such payment shall be made under terms and conditions governing Final Payment, except that it shall not constitute a waiver of claims.
- E. Acceptance of Final Payment by Contractor, a Subcontractor, or material supplier shall constitute a waiver of claims by the payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment.

### 3.04 APPLICATION FOR PAYMENT OF RETENTION

- A. Application for any payment of retention shall be submitted on an Application for Payment separate from Progress Payments for Work completed.
- B. Procedure same as interim application process.
- C. Application only after Project acceptance by governing board.
- D. A Certificate for Payment, a Progress Payment, or partial or entire use or occupancy of the Project by Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
- E. Such applications may not include requests for payment on account of changes in the Work which have been properly authorized by Construction Change Directives but not yet included in Change Orders.
- F. Such applications may not include requests for payment of amounts Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.
- G. Contractor warrants that title to all Work covered by an Application and Certificate for Payment will pass to Owner no later than the time of payment. Contractor further warrants that upon

submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from Owner shall, to the best of Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

3.05 SUBSTANTIATING DATA

- A. When Owner requires substantiating information, Contractor shall submit such data as Owner deems necessary to justify the dollar amounts in question.
- B. Provide one (1) copy of data with cover letter for each copy of Submittal. Show application number and date, and line item by number and description.

END OF SECTION

## SECTION 01 30 00

### PROCORE ADMINISTRATIVE REQUIREMENTS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Software Description
- B. Work by Contractor

##### 1.02 RELATED SECTIONS

- A. Division 01 – 48 General Requirements

#### PART 2 PRODUCT

##### 2.01 SOFTWARE DESCRIPTION

- A. The intent of utilizing a web based construction management application, Procore, is to reduce the cost and schedule risk, improve quality and safety and maintain a healthy team dynamic by improving information flow, reducing non-productive activities, reducing re-work and decreasing turnaround times.
- B. Utilize Owner's Procore web based construction management application, Procore ([www.procore.com](http://www.procore.com)) to submit, track, distribute and collaborate on project documentation and action items. Owner's Procore to provide Contractor project access at issuance of Administrative Notice to Proceed.
- C. Procore is available on mobile applications for iOS and Android phones that provide access to relevant project documentation, including as-built versions of Drawings and Specifications, even when there is no internet access.
- D. Online support, self-paced learning videos and interactive webinars for the software is available on <https://support.procore.com/>

#### PART 3 EXECUTION

##### 3.01 WORK BY CONTRACTOR

- A. Contract Modification Procedures
  - 1. Contractor shall submit Owner's Change Order Request Summary through Owner's Procore Project Tools – Forms application per Section 01 26 00 – Contract Modification Procedures.
- B. Closeout
  - 1. Contractor shall upload close out related documents to Owner's Procore Project Tools – Documents (Closeout Folder).
  - 2. Refer to Section 01 77 00 – Closeout Procedures.
- C. Dashboards
  - 1. Dashboard to show the status of all currently assigned items with drill down capability to see the subject, assignee, and due date of each item. Contractor shall monitor and respond to Procore dashboard assignments during the course of the contract.
- D. Daily Log (Daily Manpower and Activity Report)

1. Contractor shall complete Owner's Procore Project Tools – Daily Log for daily entries.
  2. Daily log should include entries for manpower (name, classification, hours, and description of activities performed), equipment, inspections that have taken place, brief description of the day's activities.
  3. Manpower
    - a. Contractor shall enter the subcontractor under Comments, not Company.
    - b. Contractor shall identify each worker's classification and pay rate.
  4. Equipment
    - a. Contractor shall identify equipment used by subcontractor in the Comments text box.
- E. Project Directory
1. Contractor shall provide list of project subcontractors through Owner's Procore Project Tools – Forms.
- F. Documents
1. Contractor shall utilize Procore Project Tools - for document storage location with the ability to have a folder hierarchy and privacy settings on folders issued by Owner's Procore.
  2. Provide the ability to revision and check out files, with access to all previous revisions.
  3. Contractor shall upload all project related documents.
- G. Drawings
1. Contractor shall have access to the current set of Construction Documents on Procore, with access to all previous revisions as well.
  2. Contractor shall link RFIs, Submittals, Punchlist Items, Photos and Project Documents to the drawings.
- H. Meetings
1. Contractor shall create, edit and view meeting minutes on Owner's Procore such as Contractor led pre-installation and coordination meetings.
  2. Architect/Engineer of Record and Owner Representative shall have the ability to create action items with due dates assigned to Contractor.
- I. Non-Conforming Work Notice
1. Contractor shall respond to Architect/Engineer's Non-Conformance Work Notice through Owner's Procore Project Tools - Observation.
- J. Pay Application
1. Contractor shall submit project pay application through Owner's Procore Project Tools – Invoicing per Section 01 29 76 – Applications for Payment.
- K. Photos
1. Contractor shall utilize Owners' Procore Project Tools – Photos.
  2. Contractor shall upload daily progress photos as specified in 01 32 33 Photographic Documentation.
  3. Contractor shall link photos to specific locations on drawings.
- L. Punchlist
1. Contractor shall utilize the Procore Project Tools - Punch List. Provide ability to create punch list items from web and mobile and link them to specific locations on the drawings.
  2. Contractor shall upload corrected punch item photos and the status changed to "Ready for Review" for final approval (by Architect/Engineer/Owner's Representative).
- M. Request for Information (RFIs)
1. Contractor shall create RFIs with assignees, due dates and attachments on Procore Project Tools – RFI.
  2. The assigned RFI Manager (Architect/Engineer/Owner's Representative) shall have the final authority to mark official RFI response.
  3. Contractor shall distribute the official RFI with subcontractors and notify Architect/Engineer/Owner's Representative of any cost impact within seven (7) calendar days.

- N. Schedule
  - 1. Contractor shall upload Microsoft Project or Primavera P6 schedules to Owner's Procore Project Tools - Schedule.
  - 2. Contractor shall continue to email P6 XER and PDF files to Owner; Refer to Section 01 32 16 – Progress Schedules.
- O. Submittals
  - 1. Architect/Engineer shall prepare project submittal register (log) on Owner's Procore Project Tools – Submittals.
  - 2. Contractor shall upload all required project submittals to Owner's Procore.
  - 3. Architect/Engineer shall review and respond to Contractor provided submittals to Owner's Procore.
  - 4. Contractor shall be responsible for accessing and distributing of reviewed submittals from Owner's Procore.
  - 5. Refer to Section 01 33 00 – Submittal Procedures.
- P. Substitution Request
  - 1. Contractor shall submit Owner's Substitution Request through Owner's Procore Project Tools – Forms per Section 01 25 00 – Substitution Procedures.

END OF SECTION

## SECTION 01 31 13

### PROJECT COORDINATION

#### PART 1 GENERAL

##### 1.01 SUMMARY

A. Provide complete project coordination throughout the duration of the Contract.

B. SECTION INCLUDES

1. Coordination
2. Contacts
3. Construction Mobilization
4. Schedules
5. Submittals
6. Construction Documents On-Site
7. Coordination Drawings
8. Closeout Procedures
9. Hot Work Permit / OSHA part 1910.252

##### 1.02 COORDINATION

A. Coordinate scheduling, Submittals, and Work of the various sections of the Project Manual to ensure efficient and orderly sequence of installation of interdependent construction elements.

B. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate Work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

C. Coordinate space requirements and installation of mechanical and electrical work which are indicated diagrammatically on Drawings.

1. Follow routing shown for pipes, ducts, and conduit as closely as practicable; place runs parallel with line of building and in concert with accepted industry standards.
2. Utilize spaces efficiently to maximize accessibility for other installation, for maintenance, and for repairs.

D. Coordinate, in cooperation with Owner, work by Owner's own forces and/or that of other contractors as outlined in Section 01 11 00 – Summary of Work and Section 01 30 00 – Procure Administrative Requirements.

1. Provide Owner, Owner's own forces, and separate contractor(s) reasonable opportunity for introduction and storage of their materials and equipment, performance of their activities, and connect and coordinate construction and operations with Contractor's as required by the Job Order Contract Documents.
2. If any part of Contractor's Work depends on proper execution or results upon the work of Owner or any separate contractor, Contractor shall, prior to proceeding with the Work, promptly report to Owner's Coordinator any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of Contractor to so report shall constitute an acceptance of Owner's or separate contractor's work as fit and proper to receive the Work, except as to defects which may subsequently become apparent in such work by others.
3. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

4. Promptly remedy damage wrongfully caused by Contractor to completed or partially completed construction or to property of Owner or separate contractors as provided in Section 01 45 00 – Quality Control.
  5. Claims and other disputes and matters in question between Contractor and a separate contractor shall be subject to the provisions of Construction Contracts.
- E. In finished areas, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and cleanup of Work of separate sections in preparation for Substantial Completion.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- 1.03 CONTACTS
- A. **Owner's Authorized Representative/Coordinator and their Contact information shall be listed in the Job Order for each Job Order Project.**
- B. All questions regarding Job Order Contract Documents shall be in written form and sent via e-mail to Owner and Owner's representative as specified in the Job Order for each Job Order Project:
- 1.04 CONSTRUCTION MOBILIZATION
- A. Cooperate with Owner in allocation of mobilization areas of site, for field offices and sheds, and for job site access, traffic, and parking facilities.
- B. During construction, coordinate use of site and facilities through Owner.
- C. Comply with Owner's representative / Architect's/Engineer's procedures for intra-project communications; Submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- D. Comply with instructions of Owner for use of temporary utilities and construction facilities.
- E. Coordinate field engineering and layout Work under instructions of Architect/Engineer.
- 1.05 SCHEDULES
- A. Submit preliminary Progress Schedule in accordance with Section 01 32 16 – Progress Schedule and Section 01 30 00 - Procore Administrative Requirements. Coordinate with Project Construction Schedule.
- B. After review, revise, and resubmit schedule to comply with revised Project Schedule.
- C. During progress of Work, revise and resubmit Project Schedule with each Application for Payment.
- 1.06 SUBMITTALS
- A. Submit preliminary Shop Drawings, Product Data, and Samples in accordance with Section 01 33 00 – Submittal Procedures and Section 01 30 00 - Procore Administrative Requirements

for review and compliance with Contract Documents, for field dimensions and clearances, for relation to available space, and for relation to work of separate contracts. Revise and resubmit as required.

- B. Submit Applications for Payment Forms for review and for transmittal to Owner or Owner's Representative.
- C. Submit Requests for Interpretation of Contract Documents (RFI) and obtain instructions through Owner's representative /Architect/Engineer.
- D. Deliver closeout Submittals and preliminary inspection reports for review to Owner's representative/Architect/Engineer.
- E. Copy Owner's Authorized Representative on all correspondence.

#### 1.07 CONTRACT DOCUMENTS ON-SITE

- A. The following documents shall be retained on Owner's Procore, on-site and maintained in an orderly and secure manner throughout construction:
  - 1. Building Permit
  - 2. Contract Documents
  - 3. As-built Drawings
  - 4. Requests for Information
  - 5. Change Orders
  - 6. Submittals
  - 7. Inspection reports

#### 1.08 COORDINATION DRAWINGS

- A. Contractor shall prepare and submit coordination drawings as required to achieve coordination required by this section Article 1.02 Coordination. Contractor shall be responsible for obtaining information as required from Architect/Engineer for preparation of Contractor's coordination drawings.
- B. Review drawings prepared by others prior to submission to Owner/Owner's representative/ Architect/Engineer.

#### 1.09 CLOSEOUT PROCEDURES

- A. Notify Owner/Owner's representative Architect/Engineer when Work is considered ready for Substantial Completion. Accompany Owner, Owner's representative and/or d Architect/Engineer on preliminary inspection to determine items to be listed for completion or correction in Contractor's written notification of Substantial Completion.
- B. Comply with Owner, Owner's representative and/or Architect's/Engineer's instructions to correct items of Work listed in executed Certificate of Substantial Completion. Coordinate with Owner for access to Owner-occupied areas.
- C. Notify Owner, Owner's representative and/or Architect/Engineer when Work is considered finally complete. Accompany Owner Owner's representative and/or Architect/Engineer on preliminary final inspection.
- D. Refer to Section 01 77 00 – Closeout Procedures.
- E. Refer to Section 01 30 00 – Procore Administrative Requirements.

1.10 HOT WORK PERMIT / OSHA part 1910.252

- A. Contractor shall comply with U.S. Department of Labor and OSHA regulations part 1910-252 for Fire Prevention and Protection.
- B. Contractors are required to file a "Hot Work" Permit with Clark County Department of Real Property Management, Design and Construction Division, twenty-four (24) hours prior to start to work. See attachment for Permit Application.
- C. Contractors shall provide adequate ventilation during Hot Work Construction.
- D. Samples of Hot Work Permits:
  - 1. Completed Sample.



# HOT WORK PERMIT

**BEFORE INITIATING HOT WORK, CAN THIS JOB BE AVOIDED?  
IS THERE A SAFER WAY?**

This Hot Work Permit is required for any temporary operation involving open flames or producing heat and/or sparks. This includes, but is not limited to: Brazing, Bending, Grinding, Soldering, Torch Applied Roofing and Welding.

INSTRUCTIONS	PART 1 REQUIRED PRECAUTIONS CHECKLIST
<p>1. Timely supervisor:</p> <p>A. Verify precautions listed at right for job and permit with the worker.</p> <p>B. Complete and retain Part 1.</p> <p>C. Issue Part 2 to person doing job.</p> <p>NOT FORBIDDEN TO:</p> <p><input type="checkbox"/> EMPLOYEE</p> <p><input checked="" type="checkbox"/> CONTRACTOR</p> <p>NAME: <b>MMC Contractors West, Inc.</b></p> <p>DATE: <b>2/17/13</b> PERMIT NO: <b>RP.D0912017</b></p> <p>LOCATION: <b>330 S. 3rd St, Las Vegas, NV 89101</b></p> <p>TYPE OF WORK: <b>Copper Sweating/Torch</b></p> <p>NAME OF PERSON DOING WORK: <b>Wade Fletcher</b></p> <p>I verify the above location has been examined, the precautions checked on the Required Precautions Checklist have been taken or prevented, and permission is authorized for this work.</p> <p>Signature: <i>[Signature]</i></p> <p>PERMIT EXPIRES: <b>2/18/13</b> FEE: <b>3.00</b></p> <p style="font-size: x-small;">NOTE: EMERGENCY NOTIFICATION ON BACK OF FORM. USE AS APPROPRIATE FOR YOUR FACILITY.</p>	<div style="float: right; border: 1px solid black; padding: 2px; writing-mode: vertical-rl; transform: rotate(180deg);">                 20000002-06             </div> <p><input checked="" type="checkbox"/> All fire extinguishers, fire buckets and extinguishers are in satisfactory condition.</p> <p><input checked="" type="checkbox"/> Hot work operations are performed within 35 ft (11 m) of work.</p> <p><input checked="" type="checkbox"/> Noncombustible fire-resistant and fire-resistant materials are used.</p> <p><input checked="" type="checkbox"/> Explosive atmosphere is not encountered.</p> <p><input checked="" type="checkbox"/> Flammable gases are not present.</p> <p><input checked="" type="checkbox"/> Gravel or loose material is covered with tarp and a fire-resistant cover.</p> <p><input checked="" type="checkbox"/> Remove other combustibles where possible. Otherwise protect with fire-resistant tarpaulins or metal shields.</p> <p><input checked="" type="checkbox"/> All well and floor openings are covered.</p> <p><input checked="" type="checkbox"/> Hot surfaces are protected with fire-resistant blankets or shields.</p> <p><input checked="" type="checkbox"/> Protect or shut down ducts and conveyors that might carry sparks to distant areas.</p> <p>Work on walls, ceilings or roofs:</p> <p><input checked="" type="checkbox"/> Construction is adequate and in that condition covering or insulating.</p> <p><input checked="" type="checkbox"/> Combustibles on other side of walls, ceilings or roofs are removed.</p> <p>Work on enclosed equipment:</p> <p><input checked="" type="checkbox"/> Enclosed equipment cleaned of all combustibles.</p> <p><input checked="" type="checkbox"/> Combustion source of flames is adequately extinguished.</p> <p><input checked="" type="checkbox"/> Pressurized vessels, piping and equipment removed from service, isolated and drained.</p> <p>Fire watch/Hot Work area monitoring:</p> <p><input checked="" type="checkbox"/> Fire watch will be provided during and for 30 minutes after work including any hot spots or torch banks.</p> <p><input checked="" type="checkbox"/> Fire watch is supplied with suitable extinguishers and alerted immediately in case of emergency.</p> <p><input checked="" type="checkbox"/> Fire watch is trained in use of equipment and in emergency action.</p> <p><input checked="" type="checkbox"/> Fire watch may be required in adjoining areas, above and below.</p> <p><input checked="" type="checkbox"/> Control Hot Work area for 4 hours after job is completed.</p> <p>Other Precautions Taken:</p> <p><input type="checkbox"/></p>

2. Completed and Unsigned.

3086, 27-2



# HOT WORK PERMIT

**BEFORE INITIATING HOT WORK, CAN THIS JOB BE AVOIDED?  
IS THERE A SAFER WAY?**

**This Hot Work Permit is required for any temporary operation involving open flames or producing heat and/or sparks. This includes, but is not limited to: Brazing, Cutting, Grinding, Soldering, Torch Applied Roofing and Welding.**

INSTRUCTIONS	PART 1 REQUIRED PRECAUTIONS CHECKLIST				
<p>1. Firesafety supervisor:</p> <p>A. Verify precautions listed at right (or do not proceed with the work).</p> <p>B. Complete and retain Part 1.</p> <p>C. Issue Part 2 to person doing job.</p>	<p><input checked="" type="checkbox"/> Available sprinklers, hose streams and extinguishers are in service/operable.</p> <p><input checked="" type="checkbox"/> Hot Work equipment in good repair.</p> <p><b>Requirements within 35 ft (11 m) of work</b></p> <p><input checked="" type="checkbox"/> Flammable liquids, dust, lint and oily deposits removed.</p> <p><input checked="" type="checkbox"/> Explosive atmosphere in area eliminated.</p> <p><input checked="" type="checkbox"/> Floors swept clean.</p> <p><input checked="" type="checkbox"/> Combustible floors wet down, covered with damp sand or fire-resistive sheets.</p> <p><input checked="" type="checkbox"/> Remove other combustibles where possible. Otherwise protect with fire-resistive tarpaulins or metal shields.</p> <p><input checked="" type="checkbox"/> All wall and floor openings covered.</p> <p><input checked="" type="checkbox"/> Fire-resistive tarpaulins suspended beneath work.</p> <p><input checked="" type="checkbox"/> Protect or shut down ducts and conveyors that might carry sparks to distant combustibles.</p> <p><b>Work on walls, ceilings or roofs</b></p> <p><input checked="" type="checkbox"/> Construction is noncombustible and without combustible covering or insulation.</p> <p><input checked="" type="checkbox"/> Combustibles on other side of walls, ceilings or roofs are moved away.</p> <p><b>Work on enclosed equipment</b></p> <p><input checked="" type="checkbox"/> Enclosed equipment cleaned of all combustibles.</p> <p><input checked="" type="checkbox"/> Containers purged of flammable liquids/vapors.</p> <p><input checked="" type="checkbox"/> Pressurized vessels, piping and equipment removed from service, isolated and vented.</p> <p><b>Fire watch/Hot Work area monitoring</b></p> <p><input checked="" type="checkbox"/> Fire watch will be provided during and for 60 minutes after work, including any coffee or lunch breaks.</p> <p><input checked="" type="checkbox"/> Fire watch is supplied with suitable extinguishers, and where practical, a charged small hose.</p> <p><input checked="" type="checkbox"/> Fire watch is trained in use of equipment and in sounding alarm.</p> <p><input checked="" type="checkbox"/> Fire watch may be required in adjoining areas, above and below.</p> <p><input type="checkbox"/> Monitor Hot Work area for 4 hours after job is completed.</p> <p><b>Other Precautions Taken:</b></p> <p><input type="checkbox"/> _____</p>				
<p><b>HOT WORK BEING DONE BY</b></p> <p><input type="checkbox"/> EMPLOYEE</p> <p><input checked="" type="checkbox"/> CONTRACTOR <u>Sound Plumbing</u></p> <p><b>DATE</b> <u>12/21/12</u>      <b>JOB NUMBER</b> _____</p> <p><b>LOCATION/BUILDING AND FLOOR</b></p> <p><u>Lewis Building - 6th Floor</u></p> <p><b>NATURE OF JOB</b></p> <p><u>Plumbing Copper Piping</u></p> <p><b>NAME OF PERSON DOING HOT WORK</b></p> <p><u>Terry</u></p> <p>I verify the above location has been examined, the precautions checked on the Required Precautions Checklist have been taken to prevent fire, and permission is authorized for this work.</p> <p><b>SIGNED (Firesafety Supervisor/Operations Supervisor)</b></p> <p><u>Edward Frasier III</u></p>	<div style="border: 1px solid black; padding: 5px; text-align: center; width: fit-content; margin: 0 auto;"> <p>2000913-02</p> </div>				
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 30%;"><b>PERMIT EXPIRES</b></td> <td style="width: 20%;">DATE</td> <td style="width: 20%;">TIME</td> <td style="width: 30%;">AM PM</td> </tr> </table>	<b>PERMIT EXPIRES</b>	DATE	TIME	AM PM	<p><b>NOTE: EMERGENCY NOTIFICATION ON BACK OF FORM. USE AS APPROPRIATE FOR YOUR FACILITY.</b></p>
<b>PERMIT EXPIRES</b>	DATE	TIME	AM PM		

3. Blank Form – First Page.



# WARNING!

## HOT WORK IN PROGRESS WATCH FOR FIRE!

**IN CASE OF EMERGENCY:**

**CALL:** \_\_\_\_\_

**AT:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

# WARNING!

# HOT WORK PERMIT

**BEFORE INITIATING HOT WORK, CAN THIS JOB BE AVOIDED?  
IS THERE A SAFER WAY?**

This Hot Work Permit is required for any temporary operation involving open flames or producing heat and/or sparks. This includes, but is not limited to: Brazing, Cutting, Grinding, Soldering, Torch Applied Roofing and Welding.

**INSTRUCTIONS**

1. Firesafety supervisor:
  - A. Verify precautions listed at right (or do not proceed with the work).
  - B. Complete and retain Part 1.
  - C. Issue Part 2 to person doing job.

HOT WORK BEING DONE BY

EMPLOYEE

CONTRACTOR

DATE \_\_\_\_\_ JOB NUMBER \_\_\_\_\_

LOCATION/BUILDING AND FLOOR \_\_\_\_\_

NATURE OF JOB \_\_\_\_\_

NAME OF PERSON DOING HOT WORK \_\_\_\_\_

I verify the above location has been examined, the precautions checked on the Required Precautions Checklist have been taken to prevent fire, and permission is authorized for this work.

SIGNED (Firesafety Supervisor/Operations Supervisor) \_\_\_\_\_

PERMIT EXPIRES	DATE	TIME	AM PM

**NOTE: EMERGENCY NOTIFICATION ON BACK OF FORM. USE AS APPROPRIATE FOR YOUR FACILITY.**

**PART 1**

**REQUIRED PRECAUTIONS CHECKLIST**

- Available sprinklers, hose streams and extinguishers are in service/operable.
  - Hot Work equipment in good repair.
- Requirements within 35 ft (11 m) of work**
- Flammable liquids, dust, lint and oily deposits removed.
  - Explosive atmosphere in area eliminated.
  - Floors swept clean.
  - Combustible floors wet down, covered with damp sand or fire-resistive sheets.
  - Remove other combustibles where possible. Otherwise protect with fire-resistive tarpaulins or metal shields.
  - All wall and floor openings covered.
  - Fire-resistive tarpaulins suspended beneath work.
  - Protect or shut down ducts and conveyors that might carry sparks to distant combustibles.

- Work on walls, ceilings or roofs**
- Construction is noncombustible and without combustible covering or insulation.
  - Combustibles on other side of walls, ceilings or roofs are moved away.

- Work on enclosed equipment**
- Enclosed equipment cleaned of all combustibles.
  - Containers purged of flammable liquids/vapors.
  - Pressurized vessels, piping and equipment removed from service, isolated and vented.

- Fire watch/Hot Work area monitoring**
- Fire watch will be provided during and for 60 minutes after work, including any coffee or lunch breaks.
  - Fire watch is supplied with suitable extinguishers, and where practical, a charged small hose.
  - Fire watch is trained in use of equipment and in sounding alarm.
  - Fire watch may be required in adjoining areas, above and below.
  - Monitor Hot Work area for 4 hours after job is completed.

**Other Precautions Taken:**

\_\_\_\_\_

2000913

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

**SECTION 01 31 19**  
**PROJECT MEETINGS**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Pre-Construction Conference
- B. Progress Meetings
- C. Pre-Installation Meetings
- D. Coordination Meetings
- E. Closeout Meetings
- F. Other Meetings

**1.02 PRE-CONSTRUCTION CONFERENCE**

- A. Purpose of Conference: Following Owner's issuance of the Job Order to Contractor, Owner shall issue an Administrative Notice to Proceed and following Owner's receipt, review, and acceptance of Contractor's post award Submittals, a Pre-Construction Conference will be called by Owner for the purpose of reviewing the Contract Documents in detail, to set expectations of performance of all parties, and to set the date of the Construction Notice to Proceed.
- B. Comply with requirements for Pre-Construction Conference.

**1.03 PROGRESS MEETINGS**

- A. Purpose: To review Project progress, update schedule, clarify questions concerning Work underway, and plan for the future. Review ongoing progress of red-lined markups of Record Drawings and Weekly Progress Photos.
- B. Frequency: **Weekly** for the duration of the Work, at a time mutually agreed upon by Owner / Owner's representative and Contractor.
- C. Location: Job site office, or location mutually agreed upon by Owner / Owner's representative, and Contractor.
- D. Attendees: Team members consisting of:
  - 1. Owner.
  - 2. Owner's representative (Architect's/Engineer & Consultants as applicable)
  - 3. Contractor's Project Manager.
  - 4. Contractor's Superintendent.
  - 5. Other Subcontractors/parties appropriate to the Work in progress or under discussion.
- E. General Format:
  - 1. During the Progress Schedule Update portion of the meeting, Contractor shall provide to each team member a copy of Contractor's current Progress Schedule.
  - 2. During the Status of Shop Drawings, Product Data, and Samples portion of the meeting, Contractor shall provide to each team member a copy of Contractor's current Submittals Log, Request for Interpretation Log, and Request for Proposal Log.

- F. Weekly Progress Photos:
  1. Provide weekly photographs in accordance with Section 01 32 33 – Photographic Documentation.
  2. Weekly Progress Photos are to be included in meeting minutes.
- G. Daily Manpower & Activity Reports:
  1. Provide completely filled out Daily Manpower & Activity Reports of all Subcontractors to be turned in at each Weekly Progress Meeting.
  2. Use the form provided at the end of this section.
- H. Minutes:
  1. Meeting minutes will be written by Owner or Owner's Designated Representative and distributed to Team Members within five (5) calendar days following the meeting.

1.04 PRE-INSTALLATION MEETINGS

- A. Pre-Installation Meetings will be held prior to start of work in certain Specification Sections (i.e., roofing) and as requested by Owner.
- B. Purpose:
  1. To review all construction and quality control procedures for the Work for which the meeting is required.
  2. To coordinate and sequence the Work with the Work of all related sections.
- C. Time: Not less than ten (10) days prior to the start of the Work or the preparatory work.
- D. Attendees: As listed above for the Progress Meetings.

1.05 COORDINATION MEETINGS

- A. Purpose: To coordinate the efforts of Contractor and others performing work on the Project. For example: Owner's additional contractors.
- B. Attendees: As listed above for the Progress Meetings plus the new party with work to perform.
- C. Contractor shall have a Coordination Meeting before Contractor starts work on each Specification Division and/or trade.
- D. Attendees: As listed above for the Progress Meeting including appropriate Subcontractor(s).

1.06 CLOSEOUT MEETINGS

- A. Purpose: To review completeness of closeout documents including, but not limited to; red-lined markups of Record Drawings.
- B. Time / Frequency: Beginning thirty (30) days prior to Substantial Completion. Meetings to be held weekly in conjunction with Progress Meetings, or at a time mutually agreed upon by Owner, Owner's representative, and Contractor.
- C. Location: Job site office.
- D. Attendees: Team members consisting of:
  1. Owner.
  2. Owner's representative (Architect's/Engineer & Consultants as applicable)
  3. Contractor's Project Manager.

4. Contractor's Superintendent.
5. Other parties appropriate to the closeout documents in progress or under discussion.

E. General format: During the review of closeout documents the requirements for the following shall be discussed and verified.

1. Closeout Procedures as specified in Section 01 77 00 – Closeout Procedures.
2. Operation and Maintenance Data as specified in Section 01 78 23 – Operation and Maintenance Data.
3. Product Warranties and Bonds as specified in Section 01 78 36 – Product Warranties.
4. Project Record Documents as specified in Section 01 78 39. – Project Record Documents.

F. Minutes:

1. Meeting minutes will be written by Owner or Owner's Designated Representative and distributed to Team Members.

#### 1.07 OTHER MEETINGS

- A. Owner or Owner's Designated Representative will coordinate and conduct such additional special purpose meetings, as may be required, to realize timely problem resolution.

#### PART 2 PRODUCTS

Not Used.

#### PART 3 EXECUTION

Not Used.

END OF SECTION



**CLARK COUNTY DEPARTMENT OF REAL PROPERTY MANAGEMENT  
DESIGN & CONSTRUCTION DIVISION**



**DAILY MANPOWER & ACTIVITY REPORT**

General Contractor \_\_\_\_\_  
 Subcontractor \_\_\_\_\_  
 Name of Project \_\_\_\_\_

Date \_\_\_\_\_  
 Page \_\_\_\_\_

Specification or Description	Specification Number
A. _____	_____
B. _____	_____
C. _____	_____
D. _____	_____
E. _____	_____

	Employee Names	Hours	Classification	Pay Rate
1.	_____	_____	_____	_____
2.	_____	_____	_____	_____
3.	_____	_____	_____	_____
4.	_____	_____	_____	_____
5.	_____	_____	_____	_____
6.	_____	_____	_____	_____
7.	_____	_____	_____	_____
8.	_____	_____	_____	_____
9.	_____	_____	_____	_____
10.	_____	_____	_____	_____

**Brief Description of the Day(s) Activities**

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

X \_\_\_\_\_  
 Construction Project Manager/General Superintendent Signature

**SECTION 01 32 16**  
**PROGRESS SCHEDULES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Submittal Schedule
- B. Construction Schedule
- C. Weekly and Monthly Progress Report
- D. Owner Suggested Certified Primavera P6 Trainers/Project Manager
- E. Monthly Reports
- F. Submittal Logs
- G. Detailed Monthly Reports
- H. Schedule Progress and Payment Validation

**1.02 SUBMITTAL SCHEDULE**

- A. Prepare and keep current a schedule for the submittal of Shop Drawings, Product Data, and Samples, including Owner-furnished products.
- B. Coordinate Submittal Schedule with Contractor's Construction Schedule.
  - 1. Allow Owner, Owner's representative and/or Architect/Engineer reasonable time to review submittals.
  - 2. Indicate decision dates for selection of finishes.

**1.03 CONSTRUCTION SCHEDULE**

- A. Contractor shall be responsible for planning, scheduling, and reporting the progress of Work to ensure timely completion of the Contract.
- B. Contractor shall employ a Certified Microsoft Project/Primavera P6 Scheduler to prepare and maintain the Construction Schedule throughout the duration of the Project. Contractor's Scheduler shall be approved by Owner.
- C. Prepare and submit for Owner, Owner's representative, and/or Architect/Engineer information and review, a Baseline Construction Schedule (bar chart and CPM) for the Work at the Pre-Construction Conference. Baseline Construction Schedule shall be submitted in PDF, and Microsoft Project/Primavera P6 file (.XER) format uploaded to Owner's Procore, unless is requested via email by Owner. Construction Schedule shall:
  - 1. Not exceed time limits currently under the Contract Documents.
  - 2. Be related to the entire Project to the extent required by the Contract Documents.
  - 3. Provide for expeditious and practicable execution of the Work.

#### 1.04 WEEKLY AND MONTHLY PROGRESS REPORT

- A. Update the Construction Schedule **monthly** (with critical path clearly shown) **and submit** along with monthly Application for Payment in electronic (PDF and Microsoft Project/Primavera P6 .XER file) format on Owner's Procore and via email.
- B. Contractor shall provide weekly schedule updates with three (3)-week look ahead of activities.
- C. Contractor's three (3) week look ahead shall be directly electronically linked to the overall progress schedule.

#### 1.05 OWNER SUGGESTED CERTIFIED PRIMAVERA P6 TRAINERS/PROJECT MANAGERS (as needed based on project scope)

- A. Encore Group of Professionals, LLC: (800) 991-7029 or (702) 354-1315
- B. Rock Solid Project Solutions: (702) 272-2378
- C. O'Conner Construction Management Co.: (702) 896-6926
- D. Rider Levett Bucknall (RLB): (702) 237-1074

### PART 2 PRODUCTS – NOT USED

#### 2.01 CONSTRUCTION SCHEDULE

- A. Bar Chart: Prepare and submit a computer-generated horizontal bar chart with separate line for each section of Work, identifying first workday of each week.
- B. Sequence of listings:
  - 1. Show complete sequence of construction by Specification Section and subdivided as required by activity.
  - 2. Coordinate contents with Schedule of Values.
  - 3. Identify each item with the applicable Specification Section number.
- C. Illustrate:
  - 1. Order and interdependence of activities and sequence of work.
  - 2. How the start of a given activity depends on completion of preceding activities.
  - 3. How completion of the activity may restrain start of subsequent activities.
  - 4. Complete sequence of construction by activity, identifying work of separate stages.

#### 2.02 MONTHLY REPORTS

- A. Monthly Report shall:
  - 1. Show the activities or portions of activities completed during the one (1) month reporting period and the portion completed on the Project to date, showing actual start and finish dates plus all future activities.
  - 2. Include the percent complete and remaining duration at the activity level.
  - 3. State the actual quantity-to-date of materials or manpower expended and the amount or percentage of revenue actually earned compared to the baseline as of the report date.
  - 4. Include a summary of all activities sequenced by a total float from least to greatest float and ordered by early start.

5. Include a detailed predecessor/successor analysis showing the predecessors, successors, logic ties, and constraints for each activity scheduled. These activities shall be sorted by event numbers or activity numbers in ascending order.
- B. Monthly Report shall be accompanied by a narrative description of job progress, problem area, current and anticipated delaying factors and their expected effect, and any corrective actions proposed or taken.
    1. Narrative description shall also clearly identify any departures from earlier schedules including, but not limited to, changes in logical sequence or logical times, constraints, changes in activity durations, and changes, additions, or deletions in event numbers, activity numbers, and activity descriptions.
    2. Include the reasons for each departure in the narrative description; corrective action to return to the original schedule shall be approved by Owner.
    3. Additions and deletions of activities or milestone events shall be approved by Owner.
  - C. Extra Work or additional Work scope shall be shown on an updated schedule.

### PART 3 EXECUTION

#### 3.01 SUBMITTALS LOG

- A. Include/ incorporate as specified in Section 01 33 00 – Submittal Procedures.
- B. The required schedules and reports shall be submitted to Owner as follows:
  1. Construction Schedule – electronic (PDF) copies.
  2. Detailed Monthly Reports - electronic (PDF) copies.

#### 3.02 CONSTRUCTION SCHEDULE

- A. Following submittal of a Construction Schedule, Owner will advise Contractor of the acceptability of the Construction Schedule.
- B. If the Contract requires only a Construction Schedule, Contractor shall monitor the actual progress of the Contract against the schedule.

#### 3.03 DETAIL MONTHLY REPORTS

- A. Submit a Monthly Report of actual construction progress with the monthly Application for Payment by updating the Schedule Report to reflect complete and in progress activities on the Project. Negative float shall be explained in detail.

#### 3.04 SCHEDULE PROGRESS AND PAYMENT VALIDATION

- A. No measurement or direct payment will be made for Contractor's costs relating to preparation and submission of schedules and reports and revisions thereto, the cost being considered as included in the prices paid for Contract items.
- B. Failure of Contractor to comply with the monthly updated schedule requirements specified herein will be grounds for Owner to a Non-Conformance Notice per incident. Upon compliance, the Non-Conformance Notice(s) will be cleared.
- C. Acceptance of Contractor's schedules by Owner is not to be construed as relieving Contractor of the obligation to complete the Work within the Contract Time; or as granting, rejecting, or in any other way acting upon Contractor's requests for adjustments to the date for completing Contract

Work, or claims for additional compensation. Such requests shall be processed in strict compliance with other relevant provisions of the Contract.

- D. Contractor shall participate in a review and evaluation of the proposed Construction Schedule, Detailed Network Schedule, and Monthly Updated Schedule by Owner. Revisions necessary as a result of the review shall be submitted to Owner within ten (10) calendar days after the review. The accepted Detail Network Schedule shall then be used by Contractor for planning, organizing, executing, and directing the Work and for reporting progress of Work accomplished.
- E. Contractor shall provide a schedule of anticipated adverse weather delays based on National Oceanic and Atmospheric Administration (NOAA) / National Weather Service or similar data for the Project location, which will constitute the baseline for the total Contract Time adverse weather delay evaluations.
  - 1. Contractor's Progress Schedule shall assume to anticipate this degree of adverse weather delays in all-weather dependent activities.
  - 2. Monthly Report shall record actual weather delay days and correct the forecasted schedule for anticipated delay days not used.
- F. Provide written notification to Owner of the occurrence of adverse weather delay days and resultant impact to normally scheduled work, within ten (10) calendar days of each occurrence, when such weather prevents Work on critical activities for fifty (50%) percent or more of Contractor's scheduled workday.
  - 1. A time extension may be granted when the number of actual adverse weather days calculated from the Notice to Proceed (NTP) date to the date Contractor asserts the request exceeds the total normally anticipated adverse weather delays.
  - 2. Request for "Time Extension" will be governed by the Contract.
  - 3. If Contractor wishes to assert additional claim(s) for time adjustment at a later date(s), each succeeding claim shall address the time period from NTP date to the date of the request.
  - 4. No compensation will be made for monetary damages due to adverse weather delay(s).
  - 5. Supporting data from Daily Reports and Equipment Utilization Reports shall accompany requests for additional time due to weather delays.

END OF SECTION

## SECTION 01 32 33

### PHOTOGRAPHIC DOCUMENTATION

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Contractor shall provide existing digital site photographs (in electronic format) prior to site disturbance and other pre-construction photographs as necessary to show the character of the existing conditions.
- B. Provide weekly digital photographs (in electronic format) showing detailed progress of site and construction throughout Work. Photographs shall be reviewed at Weekly Progress Meetings.
- C. Provide monthly digital photographs (in electronic format) showing overview progress of site and construction throughout Work. **Provide minimum two (2) photographs per calendar day for each activity.**
- D. Contractor shall provide digital photographs (in electronic format) to Architect/Engineer and Owner of any unforeseen conditions prior to commencing work and of completed work.
- E. Contractor shall provide digital photographs and Video of Project Site and adjacent areas monthly.
- F. SECTION INCLUDES:
  - 1. Submittals
  - 2. Quality Assurance
  - 3. Electronic
  - 4. Construction Photography
  - 5. Aerial Photography

##### 1.02 SUBMITTALS

- A. Weekly Progress Photos:
  - 1. Weekly Progress Photos are to show detailed progress of each construction activity with date and time stamped and embedded on face of photo without obstructing the view.
  - 2. Provide a minimum of one (1) overview photograph indicating location/orientation of activity within work site, and a minimum of two (2) closeup, detailed photographs of different views per activity.
  - 3. Deliver in electronic format, unless hardcopy is requested by Owner, prior to Weekly Progress Meeting.
  - 4. Weekly Progress Photos are to be reviewed at each Weekly Progress Meeting and included in Meeting Minutes. Refer to Section 01 31 19 - Project Meetings.
- B. Monthly Progress Photos:
  - 1. Monthly Progress Photos are to show the overall site and construction progress and labeled according to Article 2.01 of this section.
  - 2. Provide a minimum two (2) photographs per calendar day for each activity.
  - 3. Deliver in electronic, PDF format with Application for Payment.

##### 1.03 QUALITY ASSURANCE

- A. Qualifications: Photographs shall be produced by someone experienced in construction photography.

## PART 2 PRODUCTS

### 2.01 ELECTRONIC

- A. Full color. Provide in original format as produced by camera and also as PDF.
- B. Resolution: Minimum eight (8) megapixels with date and time stamp on electronic photograph.
- C. Contrast: High.
- D. Identify each photograph (both electronic format and PDF) with:
  - 1. Name of Project
  - 2. Project RP Number
  - 3. Phase of project
  - 4. Orientation of view
  - 5. Date and time of view (**Must be embedded on face of photos without obstructing critical field of view**). TIME STAMP Camera App is recommended for easy timestamping.

## PART 3 EXECUTION

### 3.01 CONSTRUCTION PHOTOGRAPHY

- A. Take photographs of site and construction as evidence of existing Project conditions and documentation of critical steps in the construction progress.
- B. Submit copies of each photo as specified above under Section 01 33 00 – Submittal Procedures.
- C. Technique:
  - 1. Provide factual presentation.
  - 2. Provide correct exposure and focus, high resolution and sharpness, maximum depth of field and minimum distortion.
- D. Views: Provide a minimum of eight different views throughout the documentation of monthly progress photos.
- E. Construction progress photographs shall include all critical path activities for every month and weekly photos submissions..

### 3.02 **AERIAL PHOTOGRAPHY: Refer to Job Order Detailed Scope of Work if Aerial Photography is required on the Projects.**

END OF SECTION

## SECTION 01 33 00

### SUBMITTAL PROCEDURES

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Shop Drawings, Product Data, Samples, and similar Submittals are not Contract Documents.
- B. Purpose of submittal items is to demonstrate for those portions of the Work for which Submittals are required, the way Contractor proposes to conform to information given and design concept expressed in Contract Documents.
- C. Related Section 01 30 00 – Procore Administrative Requirements
- D. SECTION INCLUDES:
  - 1. Definitions
  - 2. Delegated-Design Services
  - 3. Proposed Products List
  - 4. Submittal Schedule/Log
  - 5. Shop Drawings
  - 6. Product Data
  - 7. Samples
  - 8. Manufacturer Installation Instructions
  - 9. Manufacturer Certificates
  - 10. Contractor's Actions
  - 11. Owner and/or Architect's/Engineer's Action
  - 12. Engineered Submittal Under Sperate Permit (Deferred Submittals)

##### 1.02 DEFINITIONS

- A. Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by Contractor, Subcontractor, manufacturer, supplier, or distributor to illustrate some portion of the Work.
- B. Product Data are illustrations, standard schedules, performance charts, instruction brochures, diagrams, and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.
- C. Samples are physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.
- D. Engineered Submittal Under Separate Permit (Deferred Submittal): Per 2018 International Building Code (IBC) (Section 107.3.4.1), portions of the design that are not submitted at the time of the (permit) application and that are to be submitted to the building official within a specified period.

##### 1.03 DELEGATED-DESIGN SERVICES

- A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.
  - 1. If criteria indicated are not sufficient to perform services or certification required, submit written request for additional information to Owner and/or Architect/Engineer.

- B. Delegated-Design Services Certification: In addition to Shop Drawings, Product Data, and other required Submittals, submit digitally, signed PDF, unless hard copies are requested by Owner, of certificate, signed, and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional.
  - 1. Indicate that products and systems comply with performance and design criteria in the Contract Documents. Include list of codes, loads, and other factors used in performing these services.
- C. Refer to Article 3.03 – Engineered Submittal Under Separate Permit (Deferred Submittals).

#### 1.04 PROPOSED PRODUCTS LIST

- A. Within seven (7) days after Pre-Construction Conference, using Owner's Procore, provide to Owner and/or Architect/Engineer a list of the major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

#### 1.05 SUBMITTAL SCHEDULE/LOG

- A. Within seven (7) days after Pre-construction Conference, prepare and submit to Owner and/or Architect/Engineer a list for the submittal of Shop Drawings, Samples, and Product Data, including Owner-furnished products. This list shall include:
  - 1. Expected time for delivery to Owner and/or Architect/Engineer of each submittal.
  - 2. Time allowed for Owner and/or Architect's/Engineer's review.
  - 3. Dates reviewed Submittals will be required from Owner and/or Architect/Engineer.
- B. Keep this list current for the submittal of Shop Drawings, Product Data, and Samples, including Owner-furnished products on Owner's Procore.
  - 1. List of Submittal of Shop Drawings shall be reviewed at Project Meetings.
  - 2. Coordinate this list with Contractor's Construction Schedule.
  - 3. Allow Owner and/or Architect/Engineer reasonable time (up to fifteen (15) calendar days) to review Submittals in accordance with Paragraph D of Article 3.02 Owner/Architect's/Engineer's Action of this section.
  - 4. Indicate decision dates for selection of finishes.
- C. Conform to the most recent schedule.

#### 1.06 SHOP DRAWINGS

- A. Submit Shop Drawings in an electronic (PDF) format through Owner's Procore which will be retained by Owner and/or Architect/Engineer until Project Closeout. Provide full-size hard copy printouts when requested by Owner and/or Architect/Engineer for large format drawings.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

#### 1.07 PRODUCT DATA

- A. Submit Product Data which Contractor requires in an electronic (PDF) format, through Owner's Procore, which will be retained by Owner and/or Architect/Engineer until Project Closeout. Provide full-color printed brochures or catalogs when requested by Owner and/or Architect/Engineer for large format drawings.

- B. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information unique to this Project.
- C. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- D. After review, distribute in accordance with the Submittal Schedule Article above and for Record Documents purposes described in Section 01 78 39 – Project Record Documents.

#### 1.08 SAMPLES

- A. Submit Samples to illustrate functional and aesthetic characteristics of the product with integral parts and attachment devices. Coordinate Sample Submittals for interfacing work.
- B. Submit Samples of finishes from the full range of manufacturers' standard colors, or in custom colors selected, textures, and patterns for Owner and/or Architect's/Engineer's selection.
- C. Include identification on each Sample with full Project Information.
- D. Submit the number of Samples specified in individual Specification Sections, but not less than two (2) which will be retained by Owner and/or Architect/Engineer.
- E. Reviewed Samples which may be used in the Work are indicated in individual Specifications Sections.

#### 1.09 MANUFACTURER INSTALLATION INSTRUCTIONS

- A. When specified in individual Specification Sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing to Owner and/or Architect/Engineer in quantities specified for Product Data.
- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

#### 1.10 MANUFACTURER CERTIFICATES

- A. When specified in individual Specification Sections, submit certification by manufacturer to Owner and/or Architect/Engineer, in quantities specified for Product Data.
- B. Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Certificates may be recent or previous test results on material or product but must be acceptable to Owner and/or Architect/Engineer.

### PART 2 PRODUCTS

Not Used.

### PART 3 EXECUTION

#### 3.01 CONTRACTOR'S ACTIONS

- A. Related Section 01 30 00 – Procure Administrative Services

- B. Perform no portion of the Work requiring Submittal and review of Shop Drawings, Product Data, Samples, or similar Submittals until the respective Submittal has been reviewed by Owner and/or Architect/Engineer. Such work shall be in accordance with approved Submittals.
- C. Submittals made by Contractor which are not required by the Contract Documents may be returned without action.
- D. Review, approve, and submit to Owner and/or Architect/Engineer Shop Drawings, Product Data, Samples, and similar Submittals required by Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of Owner or of separate contractors.
1. Transmit each Submittal using Owner's Procure to Architect/Engineer.
  2. Sequentially number the transmittal form, as well as, indicating the related Specification Section. Revise Submittals with original number and a sequential alphabetic suffix.
  3. Identify project, Contractor, Subcontractor, or supplier, pertinent drawing and detail number and Specification Section number as appropriate.
  4. Apply Contractor's stamp, signed or initialed certifying that review, verification of products required, field dimension, adjacent construction work, and coordination of information is in accordance with the requirements of the Work and Contract Documents.
  5. Schedule Submittals to expedite the Project and deliver to Owner and/or Architect/Engineer at the location designated by Owner and/or Architect/Engineer. Coordinate submission of related items.
  6. For each Submittal for review, allow fifteen (15) calendar days excluding delivery time to and from Contractor. Longer review times may be required for complex Submittals involving major components or systems.
  7. Clearly identify any variations from Contact Documents and product or system limitations.
  8. Provide space for Contractor and Owner and/or Architect's/Engineer's review stamps.
  9. Revise and resubmit.
    - a. For each resubmittal, allow for ten (10) days excluding time to and from Contractor.
    - b. Contractor shall make any corrections required by the Owner and/or Architect/Engineer and resubmit.
      - 1) Contractor shall direct specific attention in writing or on the resubmitted Shop Drawings to revisions other than the corrections(s) required by Owner and/or Architect/Engineer on previous submissions.
      - 2) When revised for resubmission, identify all changes made since previous submission.
      - 3) The revised Submittal will be identified with the original Submittal number plus a suffix to mark it as a resubmittal, i.e. 005-09-9900-R1. If not so identified, the resubmittal will be returned for revision and resubmit with proper number.
  10. Submittals shall be marked-up as follows:
    - a. Contractor Comments: Make all Contractor comments in "Blue" ink,
    - b. Design Team will make all comments in "Red" ink.
- E. By approving and submitting Shop Drawings, Product Data, Samples, and similar Submittals, Contractor represents that Contractor has determined and verified materials, field measurements, and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.
- F. Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by Owner and/or Architect's/Engineer's review of Shop Drawings, Product Data, Samples, or similar Submittals unless Contractor has specifically informed Owner and/or Architect/Engineer in writing of such deviation at the time of submittal and Owner and/or Architect/Engineer has given written approval to the specific deviation. Contractor shall not be relieved of responsibility for errors or omission in Shop Drawings, Product Data, Samples, or similar Submittals by Owner and/or Architect's/Engineer's approval thereof.

- G. Contractor shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, Samples, or similar Submittals, to revisions other than those requested by Owner and/or Architect/Engineer on previous Submittals.
- H. Informational Submittals upon which Owner and/or Architect/Engineer is not expected to take responsive action may be so identified in Contract Documents.
- I. All Submittals NOT made through Contractor will be rejected.
- J. No portion of the Work which requires Shop Drawing or Sample submissions shall be commenced until the submission has been received and returned as approved by Owner and/or Architect/Engineer.
- K. When professional certification of performance criteria of materials, systems, or equipment is required by Contract Documents, Owner and/or Architect/Engineer shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.
- L. Substitutions will not be considered when they are indicated or implied on Shop Drawings, Product Data Submittals, or Samples without a separate written request complying to the requirements in Section 01 25 00 – Substitution Procedures.

### 3.02 OWNER AND/OR ARCHITECT'S/ENGINEER'S ACTION

- A. Owner and/or Architect/Engineer will review or take other appropriate action upon Contractor's Submittals such as Shop Drawings, Product Data, and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.
  - 1. Owner and/or Architect's/Engineer's review of Contractor's Submittals shall not relieve Contractor of the obligations under other requirements of Contract Documents.
  - 2. Owner and/or Architect's/Engineer's review of a specific item shall not indicate approval of an assembly of which the item is a component.
- B. Owner and/or Architect's/Engineer's review shall not constitute approval of safety precautions or unless otherwise specifically stated by Owner and/or Architect/Engineer, of any construction means, methods, techniques, sequences, or procedures.
- C. Review of such Submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities, or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of Contractor as required by Contract Documents.
- D. Owner and/or Architect's/Engineer's action will be taken with such reasonable promptness and in conformance with approved Submittal Log as to cause no delay in the Work or in the activities of Owner, Contractor, or separate contractors, while allowing sufficient time to permit adequate review.

### 3.03 ENGINEERED SUBMITTAL UNDER SEPARATE PERMIT (DEFERRED SUBMITTALS)

- A. Documents for Deferred Submittal items shall be submitted to the registered design professional, in responsible charge, who shall review the documents and forward them through Contractor, to the building official with a notation indicating that the deferred documents have been reviewed and found to be in general conformance to the design.
- B. Contractor is responsible for making all Submittals of deferred items to the building officials (AHJ).

- C. Refer to Deferred Submittal items on the Contract Documents.
- D. Deferred Submittals include, but are not limited to, the following list. Provide as applicable to the Project.
  - 1. Auxiliary power systems.
  - 2. Electrical System plans, Specifications, and calculations.
  - 3. Emergency call system
  - 4. Exit illumination
  - 5. through-penetration fire stop systems and spray fireproofing Submittal Data.
  - 6. Glazing systems
  - 7. Curtain wall systems, window wall systems or storefronts with spans greater than ten (10) feet.
  - 8. HVAC system plans, Specifications, and calculations
  - 9. Plumbing system plans, Specifications, and calculations
  - 10. Skylights (do not defer if engineering reports, or complete information is available).
  - 11. Wooden, steel, or composite floor or roof trusses.
  - 12. Type I Hood and Fire Suppression systems.
- E. Deferred Submittal documents and Drawings must be submitted and approved prior to construction/installation of the deferred item.
- F. All pre-engineered, pre-fabricated, pre-manufactured, or other products designed after issuance of a permit must be designed for loads and deflected criteria as required by the applicable edition of the International Building Code (IBC)..

END OF SECTION

**SECTION 01 35 16**  
**ALTERATION PROJECT PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Products for Patching and Extending Work
- B. Examination
- C. Preparation
- D. Installation
- E. Transitions
- F. Adjustments
- G. Repair of Damaged Surfaces
- H. Finishes
- I. Cleaning

**PART 2 PRODUCTS**

**2.01 PRODUCTS FOR PATCHING AND EXTENDING WORK**

- A. New Materials: As specified in Product Specification Sections. Match existing products and Work for patching and extending Work.
- B. Type and Quality of Existing Products: Determine by inspecting and testing products where necessary, referring to existing work as a standard.

**PART 3 EXECUTION**

**3.01 EXAMINATION**

- A. Verify that demolition is complete and areas are ready for installation of new work.
- B. Beginning of restoration work means acceptance of existing conditions.

**3.02 PREPARATION**

- A. Cut, move, or remove items as necessary for access to alteration work. Comply with requirements of Section 01 73 29 – Cutting and Patching. Replace and restore at completion.
- B. Remove unsuitable material not marked for salvage, such as rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished work.
- C. Remove debris and abandoned items from area and from concealed spaces.

- D. Prepare surface and remove surface finishes to provide for proper installation of new work and finishes.
- E. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity. Insulate ductwork and piping to prevent condensation in exposed areas.

### 3.03 INSTALLATION

- A. Coordinate work of alterations to expedite completion sequentially and to accommodate Owner occupancy.
- B. Remove, cut, and patch work in a manner to minimize damage and to provide a means of restoring products and finishes to original or specified condition.
- C. Refinish visible existing surfaces to remain in renovated rooms and spaces, to specified condition for each material with a neat transition to adjacent finishes.
- D. Recover and refinish exposed mechanical and electrical work exposed accidentally during the Work.
- E. Install products as specified in individual Specification Sections.

### 3.04 TRANSITIONS

- A. Where new work abuts or aligns with existing, perform a smooth and even transition. Patch work to match existing adjacent work in texture and appearance.
- B. When finished surfaces are cut so that a smooth transition with new work is not possible, terminate existing surface along a straight line at a natural line of division and make recommendation to Owner and /or Architect/Engineer

### 3.05 ADJUSTMENTS

- A. Where removal of partitions or walls results in adjacent spaces becoming one, rework floors, walls, and ceilings to a smooth plane without breaks, steps, or bulkheads.
- B. Where a change of plane of 1/4 inch or more occurs, submit recommendation for providing a smooth transition for Owner and/or Architect's/Engineer's review.
- C. Trim existing doors as necessary to clear new floor finish. Refinish trim as required. Refer to Drawings.

### 3.06 REPAIR OF DAMAGED SURFACES

- A. Patch or replace portions of existing surfaces that are damaged, lifted, discolored, or showing other imperfections resulting from work being performed.
- B. Repair substrate prior to patching finish.

### 3.07 FINISHES

- A. Finish surfaces as specified in individual Product Specification Sections.

- B. Finish patches to produce uniform finish and texture over entire area. When finish cannot be matched, refinish entire surface to nearest intersections.

3.08 CLEANING

- A. In addition to cleaning specified in Section 01 74 00- Cleaning and Waste Management, clean Owner-occupied areas of Work immediately adjacent to alteration area and any other Owner-occupied areas affected by alteration work..

END OF SECTION

## SECTION 01 35 33

### ENVIRONMENTAL PROCEDURES

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. References
- B. Indoor Air Quality (IAQ) Requirements
- C. Emission Rate Standards
- D. Air Quality, Water Quality, Hydrology, and Geology and Soils
- E. Recreation, Noise, Transportation and Visual Resources
- F. Human Health and Safety and Resource Protection
- G. Clark County, NV Energy Reduction Goal
- H. Refrigerant Compliance
- I. Carcinogenic and Toxic Materials
- J. Dry Materials
- K. Emission Rate Test Methods

##### 1.02 REFERENCES

- A. National Ambient Air Quality Standard (U.S. EPA, Code of Federal Regulations, Title 40, Part 50).
- B. Industrial Workplace Standard (Reference: American Conference of Governmental Industrial Hygienists, 1330 Kemper Meadow Drive, Cincinnati, OH 45240).
- C. International Agency for Research on Cancer List of Chemical Carcinogens.
- D. Carcinogen List of the National Toxicology Program.
- E. Reproductive Toxin List of the Catalog of Teratogenic Agents.
- F. U.S. Environmental Protection Agency (EPA-600/8-89-074).

##### 1.03 INDOOR AIR QUALITY (IAQ) REQUIREMENTS

- A. Interior construction materials, finishes, and furnishing including partitions, partition coverings, floor coverings, wall covering, ceiling tiles, adhesives, sealants, glazes, paints, and similar materials shall be designed, manufactured, handled, and installed in such a manner to produce the least harmful or annoying effects on the occupants of the building.
- B. Make written notification of these requirements to all appropriate suppliers of these materials to ensure that compliance is obtained from the manufacturers.

- C. All materials shall emit the lowest, yet technologically achievable, emissions of particles and chemical vapors.
  - 1. As a minimum, materials shall meet emission rate standards set forth below.
  - 2. All emission rate calculations shall assume nine hundred (900 ft<sup>3</sup>) cubic feet (25.49 m<sup>3</sup>) to be the workstation volume for determination of product loading.

#### 1.04 EMISSION RATE STANDARDS

- A. Formaldehyde Emission Rate Standard: Product emission rate measured in mg/m<sup>2</sup>/hr shall not result in an indoor air concentration level of formaldehyde greater than 0.1 ppm at the anticipated loading (m<sup>2</sup>/m<sup>3</sup> within the building) within thirty (30) days of installation.
- B. Total Volatile Organic Content (VOC) Emission Rate Standard: Product emission rate measured in mg/m<sup>2</sup>/hr shall not result in an indoor air concentration level greater than 0.5 mg/m<sup>3</sup> of the total volatile organic compounds at the anticipated loading (m<sup>2</sup>/m<sup>3</sup> within the building) within thirty (30) days of installation.
- C. 4 Phenyl Cyclohexene (4-PC) Emission Rate Standard: Product emission rate measured in mg/m<sup>2</sup>/hr shall not result in an indoor air concentration level of 4-PC greater than 0.1 ppb at the anticipated loading (m<sup>2</sup>/m<sup>3</sup> within the building) within thirty (30) days of installation.
- D. Regulated Pollutant Standard: Any pollutant regulated as a primary or secondary outdoor air pollutant shall meet an emission rate that will not generate an air concentration greater than that promulgated by the National Ambient Air Quality Standard.
- E. Otherwise Unmentioned Pollutant Standard: Any pollutant not specified above shall meet an emission rate standard that will not produce an air concentration level greater than 1/10 the Threshold Limit Value (TLV) Industrial Workplace Standard at the anticipated loading (m<sup>2</sup>/m<sup>3</sup> within the building) within thirty (30) days of installation.

#### 1.05 AIR QUALITY, WATER QUALITY, HYDROLOGY, AND GEOLOGY AND SOILS

- A. Follow Clark County Department of Environment and Sustainability (CCDES), Division of Air Quality valley-wide controls for vehicular emissions (e.g. wintertime cleaner burning gasoline and the oxygenated fuels program).
- B. Follow Best Management Practices (BMPs) in accordance with the dust control permit required by CCDES, Division of Air Quality.
- C. Install signage and barriers to prevent visitors from straying off established trails/roads.

#### 1.06 RECREATION, NOISE, TRANSPORTATION AND VISUAL RESOURCES

- A. Post signs including speed limit signs, trail markers, and educational signage.
- B. Limit construction activities taking place within five hundred (500') feet of active residences and businesses to standard business hours.
- C. Paint or coat a color to blend in with environment.

#### 1.07 HUMAN HEALTH AND SAFETY AND RESOURCE PROTECTION

- A. Follow the Clark County Vector Control abatement protocol.

1.08 CLARK COUNTY, NV ENERGY REDUCTION GOAL

- A. Clark County's goal is to reduce energy intensity, as measured in BTU per square foot, twenty (20%) percent by 2023.
- B. To ensure this goal is met, Project should adhere to ASHRAE Standard 90.1-2019 – Energy Standard for Buildings Except for Low-Rise Residential Buildings.
- C. This standard provides the minimum requirements for energy-efficient requirements for design and construction of new buildings and their systems, new systems, and equipment in existing buildings, as well as, criteria for determining compliance with these requirements.

1.09 REFRIGERANT COMPLIANCE

- A. Contractor shall complete the Clark County Service Order Form, which is a requirement by the EPA. Owner to provide copy of form.

PART 2 PRODUCTS

2.01 CARCINOGENIC AND TOXIC MATERIALS

- A. For all interior design materials, furnishings, and finishes, disclose in writing to Owner prior to installation of such materials, furnishings, and finishes any detectable amounts of substances emitted into the indoor air which are listed on any of the following.
  - 1. International Agency for Research on Cancer List of Chemical Carcinogens
  - 2. Carcinogen List of the National Toxicology Program
  - 3. Reproductive Toxin List of the Catalog of Teratogenic Agents.

2.02 DRY MATERIALS

- A. "Dry" Materials:
  - 1. Do not install "dry" furnishing and finishing materials, such as carpet, acoustical panels, textiles, and so forth, until "wet" materials (adhesives, sealants, glazes, caulks, paint, and so forth) have been applied and allowed to dry to the extent feasible and in accordance with good building practices.
  - 2. Choose drying times so that pollutant emission rates as specified for IAQ are achieved prior to installation of the "dry" furnishing and finishing materials.
- B. Pre-Conditioning: All dry furnishing and finishing materials shall be allowed to "air out" or pre-condition prior to installation in the building.

2.03 EMISSION RATE TEST METHODS

- A. All emission rate testing specified shall be completed according to the dynamic environmental chamber technology as prescribed by the U.S. EPA.
- B. Make data available to Owner for review and approval.

PART 3 EXECUTION

Not Used.

END OF SECTION



## Clark County Real Property Management Refrigerant Compliance Form

Project #: \_\_\_\_\_ Facility Name: \_\_\_\_\_  
Bid/RFQ #: \_\_\_\_\_ Location Address: \_\_\_\_\_  
Date Completed: \_\_\_\_\_ Specific Location: \_\_\_\_\_  
Contractor: \_\_\_\_\_ Unit #: \_\_\_\_\_  
Sub-Contractor: \_\_\_\_\_  
Technician Name: \_\_\_\_\_ EPA Certification#: \_\_\_\_\_  
Technician Name: \_\_\_\_\_ EPA Certification #: \_\_\_\_\_

Service Description: New Construction

Manufacturer: \_\_\_\_\_ Model #: \_\_\_\_\_ Serial #: \_\_\_\_\_  
Refrigerant Type: \_\_\_\_\_ Charge: \_\_\_\_\_ lbs \_\_\_\_\_ oz

Service Description: Replacement

Old Manufacturer: \_\_\_\_\_ Model #: \_\_\_\_\_ Serial #: \_\_\_\_\_  
Refrigerant Type: \_\_\_\_\_ Charge: \_\_\_\_\_ lbs \_\_\_\_\_ oz

New Manufacturer: \_\_\_\_\_ Model #: \_\_\_\_\_ Serial #: \_\_\_\_\_  
Refrigerant Type: \_\_\_\_\_ Charge: \_\_\_\_\_ lbs \_\_\_\_\_ oz

Service Description: Repair

Manufacturer: \_\_\_\_\_ Model #: \_\_\_\_\_ Serial #: \_\_\_\_\_

Leak Found: \_\_\_\_\_ Leak Repaired: \_\_\_\_\_ Leak Verification Method: \_\_\_\_\_

Leak Notes: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Refrigerant Type: \_\_\_\_\_ Recovered: \_\_\_\_\_ lbs \_\_\_\_\_ oz

Refrigerant Type: \_\_\_\_\_ Charge: \_\_\_\_\_ lbs \_\_\_\_\_ oz

Refrigerant Compliance - Clark County Service Order Form.

**SECTION 01 35 53**  
**SECURITY PROCEDURES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Submittals
- B. Security Program
- C. Construction Security Fence
- D. Entry Control
- E. Clark County Security Requirements

**1.02 SUBMITTALS**

- A. Submit a detailed security plan outlining Contractor's methods to control unauthorized entry to Owner's building, and related construction areas.
- B. Submit Shop Drawings for construction security fence.
- C. Submit to Owner a list of personnel by Name, Organization, and Trade assigned to the Project

**1.03 SECURITY PROGRAM**

- A. At all times, conduct operations under the Contract Documents to avoid unauthorized entry and to avoid the risk of loss, theft, or damage by vandalism, sabotage, or other means to the Work or Owner's operations.
- B. At Project mobilization, initiate a security program to protect Work and Owner's operations from unauthorized entry or a risk of loss, theft, or damage to Contractor's property, Owner's property, and the Project Site. Security program must be approved by Owner.
- C. Promptly take all reasonable precautions that are necessary and adequate against any conditions that involve unauthorized entry or a risk of loss, theft, or damage to Contractor's property, Owner's property, and the Project Site.
- D. Continuously inspect Work, materials, equipment, and facilities to discover and determine any such conditions and be solely responsible for discovery, determination, and correction of any such condition.
- E. Cooperate with Owner on all security matters and promptly comply with any Project security requirements established by Owner. Such compliance with these security requirements shall not:
  - 1. Relieve Contractor of Contractor's responsibility for maintaining proper security for the above noted items.
  - 2. Be construed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the Site.

- F. Prepare and maintain accurate reports of incidents of loss, theft, or vandalism and furnish these reports to Owner within twenty-four (24) hours. No security trained dogs will be allowed as part of Contractor's Security Measure for the Project

## PART 2 PRODUCTS

### 2.01 CONSTRUCTION SECURITY FENCE – REFER TO JOB ORDER FOR REQUIREMENTS

## PART 3 EXECUTION

### 3.01 ENTRY CONTROL

- A. Install and maintain a perimeter fence around the construction site per Job Order requirements.
- B. **REFER TO JOB ORDER DETAILED SCOPE OF WORK FOR LEVEL OF SECURITY REQUIREMENTS.**

### 3.02 CLARK COUNTY SECURITY REQUIREMENTS

#### A. Background Check Procedures

1. All Contractors, Subcontractors and their personnel/employees required to access the site to perform work must submit to a thorough Clark County Background Investigation, which will be conducted by Clark County, and shall comply with this section.
2. Each applicant must submit to Fingerprinting and provide their legal name, current address, date of birth, and Social Security Number at the time of their scheduled appointment.
3. Clark County will schedule fingerprinting appointments between the hours of 8:00 AM to 5:00 PM, Monday to Friday, excluding weekends and holidays. Owner will be processing the initial background checks at no processing cost to Contractor or their employees.
4. Owner's approval process may take approximately six (6) to eight (8) weeks to produce results.
5. Owner will notify Contractor Representative when the background investigation is complete by informing Contractor of Pass or Fail results. No specific reasons or justifications for the Pass or Fail determinations will be provided. A pass will result in granted access to the site and/or building as applicable. A fail will result in denied access to the property, site, and building.
6. No Contractor or Subcontractor employee with a felony conviction or gross misdemeanor will be granted access to the Project Site or building.
7. Personnel with lesser offenses will be considered on a case-by-case basis.
8. Owner reserves the right to refuse access to any of Contractor's, Subcontractor's or tiered subcontractor's personnel. The time related labor cost required to schedule, coordinate, and send personnel to their fingerprinting appointments shall be included in Contractors and/or Subcontractors bid. Owner will not reimburse Contractor for the travel time or personnel time used to attend the fingerprint appointments. Provided the scheduled applicant is on time, the average time a scheduled applicant will spend at this appointment is thirty (30) minutes.
9. Contractor shall designate a company representative whose duty is to effectively coordinate with Owner and schedule properly sequenced fingerprint appointments.
10. Contractor shall sequence the scheduling of trade personnel to fingerprint appointments in accordance with Contractor's workflow schedule. Persons requiring access to the Project during the initial periods of construction will be processed first.
11. Contractor will pay to Owner (via deductive Change Order) an amount not to exceed fifty (\$50.00) dollars for every missed and rescheduled appointment that failed to provide Owner Representative or designee with forty-eight (48) hours advance notice in writing.

12. Contractor shall maintain onsite a current list of personnel Owner has granted access to the Project and property. This list must be made available to Owner Representative upon request.
13. The initial background check approval is valid for one (1) year from the date the individual passed the background investigation. For projects that exceed one (1) year duration, Contractor is responsible to coordinate with Owner to renew the background investigation for personnel that must remain on the Project. The time related labor cost for the renewal process shall be included with Contractor's Price Proposal. Provided the scheduled applicant is on time, the average time a scheduled applicant will spend at this appointment is thirty (30) minutes.
14. Contractor shall confine daily operations to areas identified on the Project Drawings, approved Project Schedules, or as otherwise deemed appropriate by Owner.

**B. Contractor Employee Badging Procedures**

1. Every Contractor employee or its Subcontractor employees accessing the site shall be identifiable by Owner at all times and in compliance with this section.
  - a. Only employees that have passed the Clark County background investigation check will have access to the Project Site unless written approval otherwise has been granted by Owner Representative.
  - b. All Contractor employees granted access to the site by Owner shall be wearing clothing or equipment such as Company uniform, T-Shirt with Company logo, hard hat with Company logo, safety vest with Company logo **AND** a laminated Identification Badge furnished by Contractor.
  - c. If the Project requires the use of a Clark County issued Cardkey Badge, then all Contractor and Subcontractor employees are required to properly display the badge on their person at all times when on Project Site. Lost badges must be reported immediately.
2. Contractor Generated Identification Badges
  - a. Contractor shall create and issue laminated project identification badges adhering to the following standards:
    - 1) Size: 4"x4" minimum.
    - 2) Font Type: 16 point Arial at 1.0 line spacing
    - 3) Line 1. Project Name
    - 4) Line 2. Project Number
    - 5) Line 3. Contractor Name
    - 6) Line 4. Subcontractor Name and Trade
    - 7) Line 5. Employee Name and Craft
    - 8) Line 6. Issued date and Expiration date.
    - 9) Line 7. Contractor's Project Manager Name and Signature.
    - 10) Sample Badge

Project Name:  
 Project Number:  
 Contractor Name:  
 Subcontractor/Trade:  
 Employee Name/Craft:  
 Issue Date/Exp. Date:  
 Contractor's P.M.  
 P.M.'s Signature:  
 Phone No.:

- b. Color of badge shall be Green for employees who have been granted Owner access to the County Project facility and site. Badge color will be determined by the scope of work individual employees are performing.
- c. Color of badge shall be Red for Employees who have been granted Owner access to the County Project Site only. Badge color will be determined by the scope of work the individual employees are performing.
- d. It is Contractor's responsibility to ensure all employees who are no longer on the Project Site surrender their Identification badge to Contractor. Clark County vendor badge shall be surrendered to Owner.
- e. Each Clark County Vendor access Cardkey badge will be programmed or deprogrammed for electronic card key devices at Owner's sole discretion.
- f. Owner reserves the option to issue card key type badges to designated Project Managers, Superintendents, and Foreman only and on an as needed basis. These personnel will be required to escort all other authorized employees and/or Subcontractors that have been issued Contractor issued identification badges to and from the secured work zone(s).
  - 1) Contractor will be subject to a fine of fifty dollars (\$ 50.00) per each violation and person in violation if Owner observes a Contractor or Subcontractor employee(s) working on the Project site/facility without proper identification. Fines will be assessed by a deductive Change Order.
- g. Contractor must report lost or stolen badges to Owner immediately upon discovery.
- h. Time related labor cost for employees attending badge appointments is to be included as part of Contractor's bid. Provided the scheduled applicant is on time, the average time a scheduled applicant will spend at this appointment is thirty (30) minutes.
- i. Contractor shall be responsible to surrender all issued vendor cardkey identification badges prior to submitting an Application for Payment of retention, with a spreadsheet listing of ID badges issued to date.
- j. The Project Superintendent and the Project Manager will receive immediate access to Project related card key devices upon issuance of a form Notice to Proceed by Owner and successful completion of the Background Check Investigation.

3.03 TOOL, EQUIPMENT AND MATERIAL CONTROL: (This section shall apply to Secured Facilities)

A. **REFER TO JOB ORDER DETAILED SCOPE OF WORK FOR TOOL, EQUIPMENT AND MATERIAL CONTROL REQUIREMENTS**

END OF SECTION

SECTION 01 42 13

ABBREVIATIONS AND ACRONYMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Abbreviations and Acronyms

1.02 ABBREVIATIONS AND ACRONYMS

- A. Abbreviations and acronyms used in the Specifications shall have the meanings indicated in the following list:

- 1. 4-PC 4 Phenyl Cyclohexene
- 2. AHC Architectural Hardware Consultant
- 3. AHJ Authority Having Jurisdiction
- 4. AI Analog Input
- 5. AO Analog Output
- 6. AWG American Wire Gauge
- 7. BAS Building Automation System
- 8. BMP Best Management Practices
- 9. BTU British Thermal Unit
- 10. CCDAQ Department of Air Quality Clark County, Nevada.
- 11. CCU Central Control System
- 12. CD Conduit Distribution
- 13. CDs Construction Documents
- 14. CDC Certified Door Consultant
- 15. CEC Cation Exchange Capacity
- 16. COM Central Output Module
- 17. COS Change of State
- 18. CPVC Chlorinated Poly Vinyl Chloride
- 19. CRW Concrete Retaining Walls units
- 20. CTC Construction Task Catalog
- 21. CV Constant Volume
- 22. DDC Direct Digital Control
- 23. DI Digital Input
- 24. DO Digital Output
- 25. EDP Electronic Data Processing
- 26. EMS Energy Management System
- 27. EPA Environmental Protection Agency
- 28. EPD Environmental Product Division
- 29. ER Equipment Room
- 30. ET Evapotranspiration
- 31. FCI Fire Control Instruments
- 32. FACP Fire Alarm Control Panel
- 33. FCR Fire Control Room
- 34. FLP Fail to Last Position
- 35. FMS Facility Management System
- 36. GUI Graphic User Interface
- 37. HVAC Heating, Ventilating & Air-Conditioning
- 38. IAQ Indoor Air Quality
- 39. IDC Initiation Device Circuits
- 40. I/O Input/Output

41. IP	Internet Protocol
42. IPS	Iron Pipe Size
43. JOC	Job Order Contracting
44. LAN	Local Area Network
45. LCD	Liquid Crystal Display
46. LED	Light Emitting Diodes
47. MC	Main Cross-connect
48. MDF	Main Distribution Frame
49. MM	Multi Mode
50. MNI	Metasys Network Integrator
51. MSDS	Material Safety Data Sheet
52. MSIP	Multi-System Integration Platform
53. MZ	Multizone
54. NAC	Notification Appliance Circuit
55. NCM	Network Control Module
56. NDEP	Nevada Division of Environmental Protection
57. NDL	No Dollar Limit
58. NEXT	Near End Cross Talk
59. NPDES	National Pollutant Discharge Elimination System
60. NRP	Non-Removable Pins
61. NTP	Notice to Proceed
62. OID	Operator Interface Device or Operator Interface Display
63. OPC	OLE for Process Control
64. P&ID's	Process and Instrumentation Diagrams
65. PCBs	Polychlorinated biphenyls
66. PICS	Protocol Implementation Conformance Statement
67. PID	Proportional-Integral-Derivative
68. PLC	Programmable Logic Controller
69. PMP	Pressure Maintenance Pump
70. PMW	Pulse Width Modulation
71. PSI	Pounds per Square Inch
72. PVC	Poly Vinyl Chloride
73. OWS	Operator Workstation
74. QAA	Quality Assurance Associate
75. RCDD	Registered Communication Distribution Designer
76. RFI	Request for Information/Interpretation
77. RT	Ring-Tite
78. SCR	Signal-to-Crosstalk Ratio
79. SLC	Signal Line Circuits
80. SM	Single Mode
81. SRW	Segmental Retaining Wall units
82. STI	Smart Terminal Interface
83. STP	Shielded Twisted Pair
84. SWPPP	Stormwater Pollution Prevention Plan
85. TC	Telecommunication Closets
86. TCLP	Toxic Characteristic Leaching Procedures
87. TCP	Transmission Control Protocol
88. TR	Telephone Room/Telecommunication Room
89. UTP	Unshielded Twisted Pair
90. VDC	Volts of Continuous Current
91. VFD	Variable Frequency Drive
92. VOC	Volatile Organic Content
93. WAN	Wide Area Network

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

## SECTION 01 42 16

### DEFINITIONS

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. This section supplements the definitions contained in the General Conditions.
- B. Other definitions are included in individual Specifications Sections.

##### C. SECTION INCLUDES

- 1. Definitions

##### 1.02 DEFINITIONS

- A. Terms used in the Specifications shall have the meanings indicated in the following list:

1. **Adjustment Factor:** A competitively bid adjustment to be applied to the Unit Prices listed in the Construction Task Catalog®.
2. **Aggregate Mix Testing:** Gradation testing shall be conducted by the approved testing firm. Two (2) samples shall be taken from stockpile of material for approval before placement of aggregate begins. The testing firm shall also determine the maximum density per ASTM D1557. During placement of aggregate, one (1) sample per day shall be taken for gradations.
3. **Approved Equal, or Equal:** shall mean as approved and accepted by Owner and /or Architect/Engineer. .
4. **As Directed:** As directed, in writing, by Owner.
5. **As Selected or As Approved or Words of Similar Import:** Means as selected by, as approved by, or as accepted by Architect/Engineer and/or Owner
6. **Award Criteria Figure:** The sum of the extended totals as calculated on the Proposal Form, which is used for the purpose of determining the lowest proposal
7. **Backbone:** Cabling and/or pathways used to interconnect equipment rooms.
8. **Calendar Day:** Any day of the week, month or year, and does not exclude weekend days (Saturday and/or Sunday) or holidays.
9. **Category 3:** Cabling and components which comply with all the applicable mechanical and electrical specifications for Category 3 cabling and connecting hardware as defined in ANSI/TIA/EIA568A *Commercial Building Telecommunications Cabling Standard* and TIA/EIA TSB67 *Field Testing of Unshielded Twisted Pair Cabling Systems*, as applicable.
10. **Category 6:** Cabling and components which comply with all the applicable mechanical and electrical specifications for Category 6 cabling and connecting hardware as defined in ANSI/TIA/EIA 568A *Commercial Building Telecommunications Cabling Standard* and TIA/EIA TSB67 *Field Testing of Unshielded Twisted Pair Cabling Systems*, as applicable.
11. **Channel:** End-to-end cabling from the desk top equipment to the equipment port in the equipment room, including all cabling, cross connects, patched, connectors, termination hardware, and patch cables.
12. **Clear:** Shall mean to hold to a dimension certain.
13. **Committee:** "Committee" shall mean the Design Review Committee made up of End User and Real Property Management Project Representative.
14. **Concealed:** Embedded in masonry or other construction, installed behind walls, furrings, or within double partitions or installed within hung ceilings or under raised floors.
15. **Conduit or Cable Tray or Ladder Rack or Ladder Rack:** The inclusion of all fittings, couplings, brushing, hangers, supports, sleeves, grounding hardware, etc.

16. **Connect:** To make the complete necessary utility connection (water, sewer, gas, electricity, etc.) from the building utility to the piece of equipment to allow that piece of equipment to function as intended (e.g., a gas connection for an oven or cooktop).
17. **Construction Task Catalog®:** A comprehensive listing of Construction related tasks together with a specific unit of measurement and a published Unit Price.
18. **Days:** Means calendar days as defined above.
19. **Design Criteria:** "Design Criteria" shall mean "Design Guidelines for Clark County Owned Facilities" as established and as amended from time to time.
20. **Detailed Scope of Work:** A document setting forth the work the Contractor is obligated to complete for a particular Job Order.
21. **Drip and Emitter Irrigation:** Defined as being the same process and procedure. The terms may be used interchangeably.
22. **Enhanced Performance:** Cabling, termination hardware, basic links, and channels for which electrical characteristics are specified or otherwise defined to exceed the requirements for such characteristics defined in ANSI/TIA/EIA 568A *Commercial Building Telecommunications Cabling Standard* and TIA/EIA TSB67 *Field Testing of Unshielded Twisted Pair Cabling Systems*, as applicable.
23. **Equipment Rooms:** Service Entrance Rooms, Telecommunications Closets, Data Closets, Telephone Closets, Server Rooms, IDF Closets, Computer Rooms, etc.
24. **Exposed:** Not installed underground or CONCEALED as defined above, visible in the finished work.
25. **Extended Frequency:** Cabling, termination hardware, basic links, and channels for which electrical characteristics are specified or otherwise defined for frequency ranges beyond those defined in ANSI/TIA/EIA 568A *Commercial Building Telecommunications Cabling Standard* and TIA/EIA TSB67 *Field Testing of Unshielded Twisted Pair Cabling Systems*, as applicable.
26. **Final Completion (Entire Work):** The stage in the progress of the Work of the Project, when all Work items and/or facility elements included in the Project is/are totally, complete, such that OWNER can occupy or utilize the Work for its intended use, including all "Punch List" and corrective work required of Construction Contractor and receipt and acceptance of all required documents. The date of approval of Final Completion will establish the official Final Approval Date of the Project; and initiate the authorization for **Final Payment** to Contractor.
27. **Front Yard:** "Front Yard" shall mean the area between the building setback and property line which parallels any street.
28. **Floor Area:** "Floor Area" shall be gross floor area inclusive of all occupiable levels.
29. **High Fiber Count Cable:** Cabling which contains four (4) individual optical fibers under a common outer jacket.
30. **High Pair Count Cable:** Cabling which contains five (5) or more individual pairs of conductors under a common outer jacket.
31. **In-Place Dry Density:** Wherever the term "in-place dry density" is used, it shall mean the dry density as determined by (a) the ASTM D1556 methods for determining the density of soil by the sand cone method, or by (b) the ASTM D2922 method for determining the density of soil-in-place by the nuclear method and D3017 method for determining moisture content of soil-in-place by nuclear methods.
32. **Install:** To move from property line, set in place, join, unite, fasten, link, attach, set up, or otherwise connect together before testing and turning over to Owner or provider of equipment supplied under another division. Installations shall be complete and ready for regular operation.
33. **Job Order:** A written order issued by the Owner, such as a Purchase Order requiring the Contractor to complete the Detailed Scope of Work within the Job Order Completion Time for the Job Order price. A project may consist of one or more Job Orders.

34. **Joint Scope Meeting:** A meeting at the site to discuss the work to be performed before the Detailed Scope of Work is finalized
35. **Job Order Price:** The value of the approved Job Order Price Proposal and the amount the Job Order Contractor will be paid for completing the Detailed Scope of Work within the Job Order Completion Time.  
**Job Order Proposal:** A set of documents including at least: (a) Job Order Price Proposal; (b) required drawings or sketches; (c) list of anticipated Subcontractors and Materialmen; (d) Construction schedule; and e) other requested documents.
36. **Latent Defect:** A latent defect is one which has been concealed in the works and may not become apparent for many years.
37. **Link or Basic Link:** End-to-end cabling from the Work area outlet to the initial termination hardware in the equipment
38. **Owner:** "Owner" shall mean the Clark County.
39. **Owner's Authorized (or Designated) Representative:** A member of OWNER'S staff or Contract Employee of OWNER who has been given specified limited authority to represent OWNER during the course of the Project.
40. **Mixing Dampers:** Includes Outside Air, Return Air, and Exhaust Air Dampers within an AH.
41. **Modification:** A Supplemental Instruction; a Supplemental Job Order or a written amendment to the Job Order Contract signed by Owner and Contractor.
42. **Net Parcel Area:** "Net Parcel Area" shall mean the area of a Parcel as measured to the property line or right-of-way limits of any public or private street, railroad, or highway.
43. **Non-Prepriced Task** - A task that is not set forth in the Construction Task Catalog®.
44. **Normal Working Hours (General Facilities Zone 1)** - Includes the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, except for COUNTY holidays when work is to be performed in facilities deemed as General by COUNTY and located within Zone 1.
45. **Normal Working Hours (General Facilities Zone 2)** - Includes the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, except for COUNTY holidays when work is to be performed in facilities deemed as General by COUNTY and located within Zone 2.
46. **Normal Working Hours (Secured Facilities Zone 1)** - Includes the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, except for COUNTY holidays when work is to be performed in facilities deemed as Secured by COUNTY and located within Zone 1.
47. **Normal Working Hours (Secured Facilities Zone 2)** - Includes the hours from 7:00 a.m. to 6:00 p.m. Monday through Friday, except for COUNTY holidays when work is to be performed in facilities deemed as Secured by COUNTY and located within Zone 2.
48. **Other Than Normal Working Hours (General Facilities Zone 1)** - Includes the hours of 6:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and COUNTY holidays when work is to be performed in facilities deemed as General by COUNTY and located within Zone 1.
49. **Other Than Normal Working Hours (General Facilities Zone 2)** - Includes the hours of 6:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and COUNTY holidays when work is to be performed in facilities deemed as General by COUNTY and located within Zone 2.
50. **Other Than Normal Working Hours (Secured Facilities Zone 1)** - Includes the hours of 6:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and COUNTY holidays when work is to be performed in facilities deemed as Secured by COUNTY and located within Zone 1.
51. **Other Than Normal Working Hours (Secured Facilities Zone 2)** - Includes the hours of 6:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and COUNTY holidays when work is to be performed in facilities deemed as Secured by COUNTY and located within Zone 2.
52. **Notice of Final Completion:** Notice provided to Contractor by Owner upon Final Completion of the Work.

53. **Other Than Normal Working Hours (General Facilities):** Includes the hours of 6:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and Owner holidays when work is to be performed in facilities deemed as General by the County.
54. **Other Than Normal Working Hours (Secured Facilities):** Includes the hours of 6:01 p.m. to 6:59 a.m. Monday through Friday and all day Saturday, Sunday, and Owner holidays when work is to be performed in facilities deemed as Secured by the County.
55. **Optimum Moisture:** Wherever the term "optimum moisture" is used, it refers to that moisture content determined to be the optimum for compaction by the ASTM D1557 compaction test method.
56. **Pathways:** Conduits, cable trays, ladder racks, cable ladders, in-ceiling, under floor, riser or backbone cable routes, etc.
57. **Pre-priced Task:** A task set forth in the Construction Task Catalog®, which includes a description of the task, a unit of measure, and a unit price.
58. **Price Proposal:** A document prepared by the Contractor that includes Prepriced Tasks, quantities, appropriate Adjustment Factors, and Non-Prepriced Tasks required to complete the Detailed Scope of Work.
59. **Product:** Material, machinery, components, equipment, fixtures, and systems forming the Work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the Work result. Products may be new, never before used, or re-used materials or equipment.
60. **Product Data:** Illustrations, standard schedules, performance charts, instruction brochures, diagrams, and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.
61. **Project:** The collective improvements to be constructed by the Contractor pursuant to a Job Order or a series of related Job Orders
62. **Project Manual:** The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the Specifications.
63. **Provide or Furnish:** To supply, purchase, transport, place, erect, connect, test and turn over to Owner, complete and ready for regular operation, the particular work referred to.
64. **Punch List:** Report prepared by Contractor, inclusive of all disciplines, to be supplemented by Owner and A/E, compiling all deficiencies and repairs of the Project to be made and/or corrected by Contractor prior to the Final Completion, acceptance of the construction of the Project and Final Payment.
65. **Rear Yard:** "Rear Yard" shall mean the area between the building setback and property line which is opposite of the Front Yard. When two Front Yards occur on a corner Parcel, the Rear Yard shall be opposite of the longest Front Yard.
66. **Relative Compaction:** Wherever the term "relative compaction" is used, it refers to the required in-place dry density of soil expressed as a percentage of the maximum dry density of the same soil type as determined by the ASTM D1557 compaction test method.
67. **Relative Density:** Wherever the term "relative density" is used, it refers to the required in-place density of a granular soil expressed as the ratio of (1.) difference between the void ratio of cohesion less soil in the loosest state and any given void ratio of (2.) the difference between its void ratios in the loosest and densest states.
68. **Request for Information (RFI):** Formal process used during construction phase to facilitate communication between Contractor and Owner, Architect/Engineer or Owner's Representative with regard to requests for additional information and clarification of intent of the Contract Documents (Drawings and Specifications).
69. **Request for Job Order Proposal:** A written request to the Contractor to prepare a Job Order Proposal for the Detailed Scope of Work referenced therein.
70. **Samples:** Physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.
71. **Service Areas:** "Service Areas" shall mean areas and yards used for loading facilities, vehicle and trailer storage, storage of materials, products, or waste products and trash on developed Parcels. (Also known as outdoor storage.)

72. **Shall:** Means mandatory.
73. **Shop Drawings:** Drawings, diagrams, schedules, and other data specially prepared for the Work by Contractor, Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work
74. **Side Yard:** "Side Yard" shall mean the area between the building setback and property line which is generally perpendicular to the Front Yard. When two Front Yards occur on a corner Parcel, the Side Yard shall be generally perpendicular to the longest Front Yard.
75. **Substantial Completion:** The stage in the progress of the Work of the Project, when all Work items and/or facility elements included in the Project, or designated portion thereof, is/are sufficiently complete in accordance with the Contract Documents and such that OWNER can occupy or utilize the Work for its intended use, and that any remaining activity of Construction Contractor shall not interfere with such use. The date of approval of Substantial Completion will establish the official Substantial Completion Date, and initiate the preparation of the Project Punch List, for final and corrective work to be accomplished by Contractor.
76. **Supplemental Instruction:** An order for a minor change in the Work issued by Owner or Owner's representative (Architect/Engineer) involving no changes in the Contract Amount or Contract Time.
77. **Supplemental Job Order:** A secondary Job Order developed after the initial Job Order has been issued to change, delete, or add work to the initial Detailed Scope of Work, or to change the Job Order Completion Time.
78. **Supply:** To purchase, procure, acquire, and deliver complete with related accessories.
79. **System Workstation/Printer:** The computer and printer utilized to access the system. This will be on-site if an on-site computer/printer is specified; otherwise, it describes the head-end equipment located at the EMS department.
80. **Technical Specifications:** The written requirements for materials, equipment, systems, standards and workmanship for the Work, and performance of related services
81. **Telecommunications Cabling System:** Includes all cables, connectors, termination hardware, supports, cable trays, ladder racks, equipment cabinets, and cable termination frames described herein and in the associated Specifications Sections.
82. **Termination Hardware:** Jacks, plugs, connectors, couplers, patch panels, and punch down blocks for copper or optical fiber cabling.
83. **Unit Price:** The unit price published in the Construction Task Catalog® for a Prepriced Task
84. **Wiring or Cabling:** The inclusion of all conductors, connectors, connections, terminations and termination hardware, and all other items necessary and/or required in connection with such work.
85. **Work:** All materials, labor and use of tools, equipment, and services necessary by the Contractor and/or Subcontractor to complete the Job Order.
86. **Work Area:** The area defined in the Contract Documents by the limits of construction.
87. **Working Days:** Means workdays and does not include legal holidays as defined by the Contract.
88. **Zone 1** – All Clark County areas within a 45 mile circumference of Las Vegas, NV. See Zone Map, Attachment.
89. **Zone 2** – All Clark County areas outside of a 45 mile circumference of Las Vegas, NV. See Zone Map, Attachment

## PART 2 PRODUCTS

Not Used

## PART 3 EXECUTION

Not Used

END OF SECTION

## SECTION 01 42 19

### REFERENCE STANDARDS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Requirements in General
- B. Quality Assurance
- C. Schedule of References
- D. Statutory Requirements for Construction Contracts and Subcontracts

##### 1.02 REQUIREMENTS IN GENERAL

- A. Comply with and give notices required by laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on performance of the Work.
- B. It is not Contractor's responsibility to ascertain that the Contract Documents are in accordance with applicable laws, statutes, ordinances, building codes, and rules and regulations. However, if Contractor observes that portions of the Contract Documents are at variance therewith, Contractor shall promptly notify Architect/Engineer and Owner in writing, and necessary changes shall be accomplished by appropriate Modification.
- C. If Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to Architect/Engineer and Owner, Contractor shall assume full responsibility for such Work and shall bear the attributable costs.
- D. Permits and Fees: Comply with requirements specified in the General Conditions.
- E. Taxes: Comply with requirements specified in the General Conditions.
- F. Business Regulations:
  - 1. Comply with all federal, state, and local laws relative to conducting business in Clark County including, but not limited to, licensing, labor, and health laws, and including NRS 338.010 through 338.180, as amended, if applicable.
  - 2. The laws of the State of Nevada will govern as to the interpretation, validity, and effect of this bid, its award, and any contract entered into.

##### 1.03 QUALITY ASSURANCE

- A. For products or workmanship specified by association, trades, or federal standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standard by date of issue current on date of Contract Documents unless a date is specified in a technical section.
- C. Should specified reference standards conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

D. Contractual relationship of the parties to the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

1.04 SCHEDULE OF REFERENCES

A. The following are definitions of abbreviations that occur, or may occur, elsewhere in these general requirements and technical requirements. Inclusion here of a reference to an industry standards group is for the purpose of the definition of the abbreviation. Inclusion in the Work of this construction contract industry's standards group is referenced elsewhere in these general requirements and/or technical requirements.

AA Aluminum Association  
1400 Crystal Drive Suite 430  
Arlington, VA 22202  
[www.aluminum.org](http://www.aluminum.org)

AABC Associated Air Balance Council  
2401 Pennsylvania Avenue NW, Suite 330  
Washington, DC 20037  
[www.aabc.com](http://www.aabc.com)

AAMA American Architectural Manufacturers Associations  
1900 E Golf Rd, Suite 1250  
Schaumburg, IL 60173  
[www.aamanet.org](http://www.aamanet.org)

AASHTO American Association of State Highway and Transportation Officials  
555 12<sup>th</sup> Street NW, Suite 1000  
Washington, DC 20004  
[www.transportation.org](http://www.transportation.org)

ACI American Concrete Institute  
38800 Country Club Drive  
Farmington Hills, MI 48331  
[www.concrete.org](http://www.concrete.org)

ACGIH American Conference of Governmental Industries Hygienists  
1330 Kemper Meadow Drive 6500  
Cincinnati, OH 45240  
[www.acgih.org](http://www.acgih.org)

ADA Americans with Disabilities Act of 1990  
950 Pennsylvania Ave., N.W.  
Civil Rights Division  
Disability Right Section – HYA  
Washington, DC 20530  
[www.ada.gov](http://www.ada.gov)

ADC Air Duct Council (formerly known as Air Diffusion Council)  
1901 N. Roselle Road, Suite 800  
Schaumburg, IL 60195  
[www.flexibleduct.org](http://www.flexibleduct.org)

AF&PA	American Forest & Paper Association 1101 K Street, NW, Suite 700 Washington, DC 20005 <a href="http://www.afandpa.org">www.afandpa.org</a>
AGC	The Construction Association (formerly known as Associated General Contractors of America) 2300 Wilson Blvd., Suite 300 Arlington, VA 22201 <a href="http://www.agc.org">www.agc.org</a>
AHA	American Hardwood Association 665 Rodi Road, Suite 305 Pittsburgh, PA 15235 <a href="http://www.hardwoodinfo.com">www.hardwoodinfo.com</a>
AHRI	Air-Conditioning, Heating, and Refrigeration Institute 2311 Wilson Boulevard, Suite 400 Arlington, VA 22201 <a href="http://www.ahrinet.org">www.ahrinet.org</a>
AI	Asphalt Institute 2696 Research Park Dr. Lexington, KY 40511 <a href="http://www.asphaltinstitute.org">www.asphaltinstitute.org</a>
AIA	American Institute of Architects 1735 New York Avenue N. W. Washington, DC 20006 <a href="http://www.aia.org">www.aia.org</a>
AISC	American Institute of Steel Construction 130 East Randolph, Suite 2000 Chicago, IL 60601 <a href="http://www.aisc.org">www.aisc.org</a>
AISI	American Iron and Steel Institute 25 Massachusetts Ave, NW Suite 800 Washington, DC 20001 <a href="http://www.steel.org">www.steel.org</a>
AITC	American Institute of Timber Construction 6980 S.W. Varns Tigard, OR 97223 <a href="http://www.aitc-qlulam.org">www.aitc-qlulam.org</a>
ALI	Automotive Lift Institute PO Box 85 Cortland, NY 13045 <a href="http://www.autolift.org">www.autolift.org</a>

- AMCA Air Movement and Control Association  
30 West University Drive  
Arlington Heights, IL 60004  
[www.amca.org](http://www.amca.org)
- ANSI American National Standards Institute  
25 West 43<sup>rd</sup> Street, 4<sup>th</sup> Floor  
New York, NY 10036  
[www.ansi.org](http://www.ansi.org)
- APA American Plywood Association  
7011 S. 19<sup>th</sup> St  
Tacoma, WA 98466  
[www.apawood.org](http://www.apawood.org)
- ASABE American Society of Agricultural and Biological Engineers  
2950 Niles Road  
St. Joseph, MI 49085  
[www.asabe.org](http://www.asabe.org)
- ASCE/SEI American Society of Civil Engineers  
Structural Engineering Institute  
1801 Alexander Bell Drive  
Reston, VA 20191  
[www.asce.org](http://www.asce.org)
- ASHRAE American Society of Heating, Refrigeration and Air Conditioning Engineers  
1791 Tullie Circle N. E.  
Atlanta, GA 30329  
[www.ashrae.org](http://www.ashrae.org)
- ASME American Society of Mechanical Engineers  
Two Park Avenue  
New York, NY 10016  
[www.asme.org](http://www.asme.org)
- ASPA Turfgrass Producers Internationals  
(formerly American Sod Producers Association)  
444 E. Roosevelt Road #346  
Lombard, IL 60148  
[www.turfgrasssod.com](http://www.turfgrasssod.com)
- ASTM ASTM Internationals (formerly American Society for Testing and Materials)  
100 Barr Harbor Drive  
PO Box C700  
West Conshohocken, PA 19428  
[www.astm.org](http://www.astm.org)
- AWC I The Association of the Wall and Ceiling Industries International  
513 West Broad Street, Suite 210  
Fall Church, VA 22046  
[www.awci.org](http://www.awci.org)

AWI	Architectural Woodwork Institute 46179 Westlake Drive Suite 120 Potomac, Falls, VA 20165 <a href="http://www.awinet.org">www.awinet.org</a>
AWPA	American Wood Protection Association PO Box 361784 Birmingham, AL 35236-1784 <a href="http://www.awpa.com">www.awpa.com</a>
AWS	American Welding Society 8669 NW 36 Street, #130 Miami, FL 33166 <a href="http://www.aws.org">www.aws.org</a>
AWWA	American Water Works Association 6666 West Quincy Avenue Denver, CO 80235 <a href="http://www.awwa.org">www.awwa.org</a>
BIA	The Brick Industry Association 12007 Sunrise Valley Drive, Suite 430 Reston, VA 22191 <a href="http://www.bia.org">www.bia.org</a>
BHMA	Builders Hardware Manufacturers Association 355 Lexington Avenue, 15 <sup>th</sup> Floor New York, NY 10017 <a href="http://www.buildershardware.com">www.buildershardware.com</a>
BICSI	Building Industry Consulting Services International Standards 8610 Hidden River Parkway Tampa, FL 33637 <a href="http://www.bicsi.org">www.bicsi.org</a>
CDA	Copper Development Association 57th Floor, Chrysler Building 405 Lexington New York, NY 10174 <a href="http://www.copper.org">www.copper.org</a>
CGSB	Canadian General Standards Board 11 Laurier St., Phase III, Place du Portage Gatineau, QC, Canada K1A 0S5 <a href="http://www.tpsgc-pwgsc.gc.ca">www.tpsgc-pwgsc.gc.ca</a>
CLFMI	Chain Link Fence Manufacturers Institute 10015 Old Columbia Road, Suite B-215 Columbia, MD 21046 <a href="http://www.chainlinkinfo.org">www.chainlinkinfo.org</a>

CRSI	Concrete Reinforcing Steel Institute 933 Plum Grove Road Schaumburg, IL 60195 <a href="http://www.crsi.org">www.crsi.org</a>
CSA	Canadian Standards Association 5060 Spectrum Way, Suite 100 Mississauga, Ontario, L4W 5N6 Canada <a href="http://www.csagroup.org">www.csagroup.org</a>
CPSC	Consumer Product Safety Commission 4330 East West Highway Bethesda, MD 20814 <a href="http://www.cpsc.gov">www.cpsc.gov</a>
CSSB	Cedar Shake and Shingle Bureau PO Box 1178 Sumas, WA 98295 <a href="http://www.cedarbureau.org">www.cedarbureau.org</a>
DASMA	Door and Access Systems Manufacturers Association International 1300 Sumner Avenue Cleveland, OH 44115 <a href="http://www.dasma.com">www.dasma.com</a>
DHI	Door and Hardware Institute 2025 M Street NW, Suite 800 Washington, DC 20036 <a href="http://www.dhi.org">www.dhi.org</a>
DOL	U.S. Department of Labor c/o Superintendent of Documents U.S. Government Printing Office Washington, DC 20402 <a href="http://www.dol.gov">www.dol.gov</a>
DOT	U.S. Department of Transportation c/o Superintendent of Documents U.S. Government Printing Office Washington, DC 20402 <a href="http://www.dot.gov">www.dot.gov</a>
EJCDC	Engineers' Joint Contract Documents Committee American Consulting Engineers Council 1015 15th Street N. W., 8 <sup>th</sup> floor Washington, DC 20005 <a href="http://www.ejcdc.org">www.ejcdc.org</a>
EJMA	Expansion Joint Manufacturers Association 25 North Broadway Tarrytown, NY 10591 <a href="http://www.ejma.org">www.ejma.org</a>

EPA	Environmental Protection Agency 1200 Pennsylvania Avenue NW Washington, DC 20004 <a href="http://www.epa.gov">www.epa.gov</a>
FEMA	Federal Emergency Management Agency Federal Center Plaza 500 C Street S.W. Washington, DC 20472 <a href="http://www.fema.gov">www.fema.gov</a>
FCC	Federal Election Commission 1050 First Street, NE Washington, DC 20463 <a href="http://www.fec.gov">www.fec.gov</a>
FGMA	National Glass Association with GANA (NGA) (formerly, Glass Association of North America (GANA), Flat Glass Marketing Association) 1945 Old Gallows Road, Suite 750 Vienna, VA 22182 <a href="http://www.glass.org">www.glass.org</a>
FM	FM Global 6320 Canoga Ave, Suite Woodland Hills, CA 91367 <a href="http://www.FMGlobal.com">www.FMGlobal.com</a>
FS	Federal Specification General Services Administration Specifications and Consumer Information, Distribution Section (WFSIS) Washington Navy Yard, Bldg. 197 Washington, DC 20407 <a href="http://www.gsa.gov">www.gsa.gov</a>
GA	Gypsum Association 6525 Belcrest Road, Suite 480 Hyattsville, MD 20782 <a href="http://www.gypsum.org">www.gypsum.org</a>
HPVA	Decorative Hardwoods Association (formerly known as Hardwood Plywood Veneer Association) 42777 Trade West Dr. Sterling, VA 20166 <a href="http://www.decorativehardwoods.org">www.decorativehardwoods.org</a>
ICBO	International Conference of Building Officials
ICC	International Code Council, Inc. 500 New Jersey Ave., NW 6 <sup>th</sup> Floor Washington, DC 20001 <a href="http://www.iccsafe.org">www.iccsafe.org</a>

- IEEE Institute of Electrical and Electronics Engineers  
3 Park Avenue, 17<sup>th</sup> Floor  
New York, NY 10016  
[www.ieee.org](http://www.ieee.org)
- IFCI International Fire Code Institute  
ICC Headquarters  
500 New Jersey Ave., NW  
6<sup>th</sup> Floor  
Washington, DC 20001
- IGMA Insulating Glass Manufacturer's Alliance  
(formerly Sealed Insulating Glass Manufacturers Association)  
1900 E Golf Rd, Suite 1250  
Schaumburg, IL 60173  
[www.igmaonline.org](http://www.igmaonline.org)
- IMIAC International Masonry Industry All-Weather Council  
International Masonry Institute  
17101 Science Drive  
Bowie, MD 20715  
[www.imiweb.org](http://www.imiweb.org)
- IPEMA International Play Equipment Manufacturers Association  
2207 Forest Hills Drive  
Harrisburg, PA 17112  
[www.ipema.org](http://www.ipema.org)
- ISO International Standards Organization  
ISO central Secretariat, Chemin de Blandonnet 8  
CP 401 1214 Vernier Geneva, Switzerland  
[www.iso.org](http://www.iso.org)
- ITA Intertek Testing Services  
Intertek Caleb Brett US Headquarters  
Deerwood glen 1, Suite 220  
4400 Highway 225  
Deer Park, TX 77536  
[www.intertek.com](http://www.intertek.com)
- MBMA Metal Building Manufacturer's Association  
1300 Sumner Ave.  
Cleveland, OH 44115  
[www.mbma.com](http://www.mbma.com)
- MFMA Maple Flooring Manufacturers Association  
1425 Tri State Parkway, Suite 110  
Gumee, IL 60031  
[www.maplefloor.org](http://www.maplefloor.org)

MIL	<p>Defense Technical Information Center  (formerly, Military Specification Naval Publications and Forms Center)  8725 John J. Kingman Road  Fort Belvoir, VA 22060  <a href="https://discover.dtic.mil/">https://discover.dtic.mil/</a></p>
NAAMM	<p>National Association of Architectural Metal Manufacturers  800 Roosevelt Rd.  Bldg. C, Suite 312  Glen Ellyn, IL 60137  <a href="http://www.naamm.org">www.naamm.org</a></p>
NADCA	<p>National Air Duct Cleaners Association  1120 Route 73, Suite 200  Mt Laurel, NJ 08054  <a href="http://www.nadca.com">www.nadca.com</a></p>
NAAQS USEPA	<p>National Ambient Air Quality Standards  109 TW Alexander Drive  Research Triangle Park, NC 27709  <a href="http://www.epa.gov/criteria-air-pollutants/naaqs-table.html">www.epa.gov/criteria-air-pollutants/naaqs-table.html</a></p>
NCMA	<p>National Concrete Masonry Association  13750 Sunrise Valley Drive  Herndon, VA 20171  <a href="http://www.ncma.org">www.ncma.org</a></p>
NEMA	<p>National Electrical Manufacturer's Association  1300 North 17<sup>th</sup> Street, Suite 900  Arlington, VA 22209  <a href="http://www.nema.org">www.nema.org</a></p>
NEC	<p>National Electric Code  National Fire Protection Association  1 Batterymarch Park  Quincy, MA 02269  <a href="http://www.nfpa.org/70">www.nfpa.org/70</a></p>
NECA	<p>National Electrical Contractors Association  3 Bethesda Metro Center, Suite 1100  Bethesda, MD 20814  <a href="http://www.necanet.org">www.necanet.org</a></p>
NFPA	<p>National Fire Protection Association  1 Batterymarch Park  Quincy, MA 02269  <a href="http://www.nfpa.org">www.nfpa.org</a></p>

NOAA	National Oceanic and Atmospheric Administration 1401 Constitution Avenue, NW Room 5128 Washington, DC 20230 <a href="http://www.noaa.gov">www.noaa.gov</a>
NRCA	National Roofing Contractors Association 10255 W. Higgins Rd., Suite 600, Rosemont, IL 60018-5607 <a href="http://www.nrca.net">www.nrca.net</a>
NTMA	The National Terrazzo and Mosaic Association, Inc. 209 N. Crockett Street, Ste #2 PO Box 2605 Fredericksburg, TX 78624 <a href="http://www.ntma.com">www.ntma.com</a>
NWRA	National Waste & Recycling Association (formerly known as National Solid Wastes Management Association) 1550 Crystal Drive, Suite 804 Arlington, VA 22202 <a href="http://www.wasterecycling.org">www.wasterecycling.org</a>
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 <a href="http://www.cement.org">www.cement.org</a>
PCI	Precast/Pre-stressed Concrete Institute 200 West Adams St, Suite 2100 Chicago, IL 60606 <a href="http://www.pci.org">www.pci.org</a>
PIMA	Polyisocyanurate Insulation Manufacturers Association 3330 Washington Blvd, Suite 200 Arlington, VA 22201 <a href="http://www.polyiso.org">www.polyiso.org</a>
PS	Product Standard US Department of Commerce 1401 Constitution Ave., N.W. Washington, DC 20203 <a href="http://www.commerce.gov">www.commerce.gov</a>
PTI	Post-Tensioning Institute 38800 Country Club Drive Farmington Hills, MI 48331 <a href="http://www.post-tensioning.org">www.post-tensioning.org</a>

RCSHSB	Red Cedar Shingle and Handsplit Shake Bureau PO Box 1178 Sumas, WA 98295 <a href="http://www.cedarbureau.org">www.cedarbureau.org</a>
RIS	Redwood Inspection Service Western Wood Products Association 1500 SW First Ave, STE 870 Portland, OR 97201 <a href="https://www.wvpa.org/about-wvpa/redwood-inspection-service">https://www.wvpa.org/about-wvpa/redwood-inspection-service</a>
RMI	Rack Manufacturers Institute 8720 Red Oak Boulevard, Suite 201 Charlotte, NC 28217 <a href="http://www.mhi.org/rmi">www.mhi.org/rmi</a>
SFIA	Steel Framing Industry Association 513 W. Broad Street, Suite 210 Falls Church, VA 22046 <a href="https://sfia.memberclicks.net/">https://sfia.memberclicks.net/</a>
SDI	Steel Deck Institute P. O. Box 426 Glenshaw, PS 15116 <a href="http://www.sdi.org">www.sdi.org</a>
SDI	Steel Door Institute 30200 Detroit Avenue Westlake, OH 44145 <a href="http://www.steeldoor.org">www.steeldoor.org</a>
SJI	Steel Joist Institute 140 West Evans Street, Suite 203 Florence, SC 29501 <a href="http://www.steeljoist.org">www.steeljoist.org</a>
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association 4201 Lafayette Center Drive Chantilly, VA 20151 <a href="http://www.smacna.org">www.smacna.org</a>
SPRI	Single-Ply Roofing Institute 465 Waverly Oaks Road, Suite 421 Waltham, MA 02452 <a href="http://www.spri.org">www.spri.org</a>
SSPC	Society for Protective Coatings (formerly Steel Structures Painting Council) 800 Trumbull Dr. Pittsburgh, PA 15205 <a href="http://www.sspc.org">www.sspc.org</a>

TCNA or TCA	Tile Council of North America, Inc. 100 Clemson Research Blvd. Anderson, SC 29625 <a href="http://www.tcnatile.com">www.tcnatile.com</a>
TIA/EIA	Electronic Industries Alliance/Telecommunications Industries Association 2500 Wilson Boulevard Arlington, VA 22201 <a href="http://www.eia.org">www.eia.org</a>
TDMM	Telecommunications Distribution Methods Manual BCSI 8610 Hidden River Parkway Tampa, FL 33637 <a href="https://www.bicsi.org/education-certification/education-@-bicsi-learning-academy/technical-publications/new-telecommunications-distribution-methods-manual">https://www.bicsi.org/education-certification/education-@-bicsi-learning-academy/technical-publications/new-telecommunications-distribution-methods-manual</a>
TMS	The Masonry Society 105 South Sunset Street, Suite Q Longmont, CO 80501 <a href="http://www.masonrysociety.org">www.masonrysociety.org</a>
TPI	Truss Plate Institute 2670 Crain Highway, Ste 203 Waldorf, MD 20601 <a href="http://www.tpinst.org">www.tpinst.org</a>
UBC	Uniform Building Code International Code Council 500 New Jersey Ave., N.W. 6 <sup>th</sup> Floor Washington, DC 20001 <a href="http://www.iccsafe.org">www.iccsafe.org</a>
UFC	Uniform Fire Code National Fire Protection Association 1 Batterymarch Park Quincy, MA 02269 <a href="http://www.nfpa.org">www.nfpa.org</a>
UL	Underwriters' Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062 <a href="http://www.ul.com">www.ul.com</a>
USC	United States Code c/o Superintendent of Documents U.S. Government Printing Office Washington, DC 20402 <a href="https://uscode.house.gov/">https://uscode.house.gov/</a>

WCLIB	West Coast Lumber Inspection Bureau 6980 S. W. Varns Road, Tigard, OR 97223 PO Box 23145 Portland, OR 97281 <a href="http://www.wclib.org">www.wclib.org</a>
WDMA	Window and Door Manufacturer Association 2025 M Street NW, Suite 800 Washington, DC 20036 <a href="http://www.wdma.com">www.wdma.com</a>
WHI	Warnock Hersey Incorporated Deerwood glen 1, Suite 220 4400 Highway 225 Deer Park, TX 77536 <a href="https://www.intertek.com/marks/wh/">https://www.intertek.com/marks/wh/</a>
WI	Woodwork Institute 1455 Response Road, Suite 110 Sacramento, CA 95815 <a href="https://woodworkinstitute.com/">https://woodworkinstitute.com/</a>
WRI	Wire Reinforcement Institute, Inc. 942 Main Street, Suite 300 Hartford, CT 06103 <a href="http://www.wirereinforcementinstitute.org">www.wirereinforcementinstitute.org</a>
WWPA	Western Wood Products Association 1500 SW First Avenue, STE 870 Portland, OR 97201 <a href="http://www.wwpa.org">www.wwpa.org</a>

Arboriculture, The Care of Trees, Shrubs, and Vines, 1983, Richard W. Harris, Prentice-Hall, Pruning Standards.

Applicable Electric Utility - Electric Service Requirements

American Standard for Nursery Stock; Latest edition by American National Standards Institute, Inc. (Z60.1) ISBN 1-890148-06-7

Applicable Telephone Utility - Outside Plant Engineering/Contract Work/Underground Construction Requirements.

Building Distribution Standards/Guidelines

Carcinogen List of the National Toxicology Program

Clark County Applicable Cable Television Utility - Service requirements (Cox or other).

Clark County Cable Administration Standards – Obtain latest edition from CCRPM.

Clark County Department of Environment and Sustainability, Division of Air Quality, Air Pollution Control Regulations

Clark County Labeling Standards for IT Cabling - Obtain latest edition from CCRPM.

Clark County Uniform Standard Specifications for Public Works Construction, Off-Site Improvements

Hortus Third, 1976; Cornell University- plant nomenclature.

Industrial Workplace Standard (OSHA 29 CFR 1926)

International Agency for Research on Cancer list of Chemical Carcinogens

Nevada Work Zone Traffic Control for Public Works' Construction, Off-site Improvements, Clark County Area, Nevada

Southern Nevada Health District

[www.southernnevadahealthdistrict.org](http://www.southernnevadahealthdistrict.org)

Southern Nevada Water Authority ([snwa.com](http://snwa.com)) for drought tolerant landscape design reference.

Recommended Tree Specifications, Arizona Nursery Association Grower's Committee, latest edition, Arizona Nursery Association.

Reproductive Toxin List of the Catalog of Teratogenic Agents

Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada

Uniform Traffic Devices Manual, 1988

#### 1.05 STATUTORY REQUIREMENTS FOR CONSTRUCTION CONTRACTS AND SUBCONTRACTS

- A. Each Contractor or Subcontractor shall comply with laws and all applicable standards, orders, or regulations issued pursuant thereto; including but not limited to, the following:
1. The Copeland "Anti-Kickback" Act, as amended (18 USC 874) as supplemented in Department of Labor regulations (41 CFR Chapter 60).
  2. Nondiscrimination, Title VI of the Civil Rights Act of 1964 (PL 88-352), as amended, (42 USC 2000d) and the requirements imposed by the regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to that title.
  3. The Flood Disaster Protection Act of 1973 (PL 93-234), as amended.
  4. Architectural Barriers Act (PL 90-480), 42 USC 4151, as amended.
  5. Rehabilitation Act of 1973, 29 USC 794, Executive Order 11914.
  6. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646, as amended) 15 CFR Part 916.
  7. The National Environmental Policy Act of 1979 (PL 90-1890); the National Historic Preservation Act of 1966 (80 Stat 915, 16 USC 470); and Executive Order No. 11593 of May 31, 1971.
  8. Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
  9. Certification of Non-segregated Facilities as Required by the May 9, 1967, Order (32 FR 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor.
  10. The Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.
  11. The Power Plant and Industrial Fuel Use Act of 1978 (92 Stat. 3318. PL 95-620) relating to the conservation of petroleum and natural gas..

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

**SECTION 01 45 00**

**QUALITY CONTROL**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. References
- B. Design Data and Calculations
- C. Test Reports and Certifications
- D. Manufacturer's Installation Instructions
- E. Quality Control - Control of Installation
- F. Mockups
- G. Labeling
- H. Examination
- I. Preparation
- J. Control of Installation
- K. Uncovering of Work
- L. Correction of Work
- M. Nonconforming Work
- N. Owner's Right to Stop the Work
- O. Owner's Right to Carry Out the Work
- P. Tolerances
- Q. Inspection and Testing Laboratory Services
- R. Manufacturers' Field Services and Reports
- S. Safety Precautions and Programs
- T. Special Inspector or Third-Party Special Inspector
- U. Refer to Section 01 30 00 – Procore Administrative Requirements

**1.02 REFERENCES**

- A. For products or workmanship specified by association, trades, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.

- B. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.
- C. Wherever references are made in the Contract Documents to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the date for receiving bids shall apply, unless otherwise expressly set forth.
- D. The contractual relationship, duties, and responsibilities of the parties in the Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.

#### 1.03 DESIGN DATA AND CALCULATIONS

- A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide design data and calculations.
- B. Accuracy of design data and calculations are the responsibility of Contractor.
- C. When so specified, prepare design data and calculations under the direction of a professional engineer licensed in the state in which the Project is located. Affix engineer's seal to Submittals.

#### 1.04 TEST REPORTS AND CERTIFICATIONS

- A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide test reports and manufacturer's certifications.
- B. Indicate that material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
- C. Submittal may be recent or previous test results on material or product but must be acceptable to Owner, Owner's representative and/or Architect/Engineer.

#### 1.05 MANUFACTURER'S INSTALLATION INSTRUCTIONS

- A. When Contract Documents require that products be installed in accordance with manufacturer's instructions:
  - 1. Submit manufacturer's most recent printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing as applicable.
    - a. Submit with Product Data in accordance with requirements of Section 01 33 00 – Submittal Procedures.
    - b. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
    - c. Identify conflicts between manufacturer's instructions and requirements of Contract Documents.
  - 2. Perform installation of products to comply with requirements of manufacturer's instructions.
  - 3. If installation cannot be performed in accordance with manufacturer's instructions, notify Owner, Owner's representative and/or Architect/Engineer and await instructions.

#### 1.06 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality.
- B. Comply with manufacturers' instructions including each step in sequence.

- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Owner, Owner's representative and/or Architect/Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

#### 1.07 MOCKUPS

- A. Definition:
  - 1. Mockups are field samples constructed, applied, or assembled at the Project Site for review by Owner and Owner, Owner's representative and/or Architect/Engineer that illustrate materials, equipment, or workmanship.
  - 2. Approved mockups establish the standard of quality by which the Work will be judged.
- B. Construct, apply, or assemble specified items, with related attachment and anchorage devices, flashings, seals, and finishes.
- C. Perform work in accordance with applicable Specification Sections, using the same workman who will provide the actual work.
- D. Erect at Project Site at location acceptable to Owner, Owner's representative and/or Architect/Engineer and Owner. Protect from damage.
- E. Removal:
  - 1. Mockups may remain as part of the Work only when so designated in individual Specification Sections.
  - 2. Do not remove mockups until removal is approved by Owner, Owner's representative and/or Architect/Engineer or upon Final Completion.
  - 3. Where mockup is not permitted to remain as part of the Work, clear area after removal of mockup has been approved by Owner, Owner's representative and/or Architect/Engineer.

### PART 2 PRODUCTS

#### 2.01 LABELING

- A. Attach label at manufacturing facility from agency approved by AHJ for products, assemblies, and systems required to be labeled by applicable code. Labels required by AHJ shall not be installed in the field.
- B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label.
  - 1. Model number
  - 2. Serial number
  - 3. Performance characteristics

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual Specifications Sections.
- D. Verify utility services are available, or correct characteristics, and in correct locations.

### 3.02 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufactured required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

### 3.03 CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. Should manufactures' instructions conflict with Contract Documents, request clarification from Owner, Owner's representative and/or Architect/Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Have Work performed by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated in Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and fixed to withstand stresses, vibration, physical distortion, and disfigurements.

### 3.04 UNCOVERING OF WORK

- A. If a portion of the Work is covered contrary to Owner's representative or Architect's/Engineer's or Owner's request or to requirements specifically expressed in the Contract Documents, this Work shall, if required in writing by Owner's representative or Architect/Engineer, be uncovered for Owner's representative or Architect's/Engineer's observation and be replaced at Contractor's expense without change in the Contract Time or additional cost to Owner.

- B. If a portion of the Work has been covered which Owner's representative or Architect/Engineer has not specifically requested to observe prior to it being covered, Owner's representative or Architect/Engineer may request to see such work and it shall be uncovered by Contractor.
1. If such work is in accordance with Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to Owner.
  2. If such work is not in accordance with Contract Documents, Contractor shall pay such costs unless the condition was caused by Owner or a separate contractor in which event Owner will be responsible for payment of such costs.

### 3.05 CORRECTION OF WORK

- A. Promptly correct Work rejected by Owner's representative or Architect/Engineer or failing to conform to Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear cost of correcting such rejected Work, including additional testing and inspections and compensation for Owner's representative or Architect's/Engineer's services and expenses made necessary thereby.
- B. If within one (1) year after the commencement of warranties or by terms of an applicable special warranty required by Contract Documents, any of the Work is found to be not in accordance with Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner's representative or Architect/Engineer to do so unless Owner's representative or Architect/Engineer has previously given Contractor a written acceptance of such condition.
1. This period of one (1) year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.
  2. This obligation shall survive acceptance of the Work under the Contract and the actual performance of the Work.
  3. Owner's representative or Architect/Engineer shall give notice promptly after discovery of the condition.
  4. This period of one (1) year shall not limit Owner's rights with respect to latent defects, gross mistakes, or fraud.
- C. Remove from the site, portions of the Work which are not in accordance with Contract Documents and are neither corrected by Contractor nor accepted by Owner's representative or Architect/Engineer.
- D. If Contractor fails to correct nonconforming Work within a reasonable time, Owner may correct it.
1. If Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from Owner, Owner may remove it and store the salvageable materials or equipment at Contractor's expense.
  2. If Contractor does not pay costs of such removal and storage within ten (10) days after written notice, Owner may, upon ten (10) additional days' written notice, sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by Contractor, including compensation for Owner's services and expenses made necessary thereby.
  3. If such proceeds of sale do not cover costs that Contractor should have borne, the Contract Sum shall be reduced by the deficiency.
  4. If payments then or thereafter due to Contractor are not sufficient to cover such amount, Contractor shall pay the difference to Owner.
- E. Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of Owner or separate contractors caused by Contractor's correction or removal of Work which is not in accordance with Contract Documents.

3.06 NONCONFORMING WORK

- A. If Owner's representative or Architect/Engineer or Owner prefers to accept Work that is not in accordance with Contract Documents, Owner's representative or Architect/Engineer may do so instead of requiring its removal and correction, in which case the Contract Sum will be reduced as appropriate and equitable. Such adjustment shall be effected whether or not Final Payment has been made.
- B. Owner, Owner's representative or Architect/Engineer will have authority to reject Work that does not conform to Contract Documents.
  - 1. Whenever Owner, Owner's representative or Architect/Engineer considers it necessary or advisable for implementation of the intent of Contract Documents, Owner, Owner's representative or Architect/Engineer will have authority to require additional inspection or testing of the Work, whether or not such work is fabricated, installed, or completed.
  - 2. However, neither this authority of Owner, Owner's representative or Architect/Engineer nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of Architect/Engineer to Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.
- C. Owner, Owner's representative or Architect/Engineer will provide Contractor with the nature of nonconformance of work through Owner's Procure. Contractor shall provide proposed correction on this same form.

3.07 OWNER'S RIGHT TO STOP THE WORK

- A. If Contractor fails to correct Work which is not in accordance with Contract Documents or persistently fails to carry out Work in accordance with Contract Documents, Owner, by written order signed personally or by an agent specifically so empowered by Owner in writing, may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.
- B. Right of Owner to stop the Work shall not give rise to a duty on the part of Owner to exercise this right for the benefit of Contractor or any other person or entity.

3.08 OWNER'S RIGHT TO CARRY OUT THE WORK

- A. If Contractor defaults or neglects to carry out the Work in accordance with Contract Documents and fails within a seven (7) day period after receipt of written notice from Owner to commence and continue correction of such default or neglect with diligence and promptness, Owner may after such seven (7) day period give Contractor a second written notice to correct such deficiencies within a second seven (7) day period.
- B. If Contractor within such second seven (7) day period after the receipt of such second notice fails to commence and continue to correct any deficiencies, Owner may, without prejudice to other remedies Owner may have, correct such deficiencies.
  - 1. In such case an appropriate Change Order shall be issued deducting from payments, then or thereafter, services and expense made necessary by such default, neglect, or failure.
  - 2. If payments then or thereafter due to Contractor are not sufficient to cover such amounts, Contractor shall pay the difference to Owner.

3.09 TOLERANCES

- A. Monitor tolerance control of installed products to produce acceptable Work. Do not permit tolerances to accumulate.

- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Owner, Owner's representative or Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.10 INSPECTION AND TESTING LABORATORY SERVICES

- A. Owner will, as needed or required, appoint, employ, and pay for specified services of an independent firm to perform inspecting and testing as specified herein and in accordance with the requirements specified in Section 01 45 29 – Testing Laboratory Services.
- B. The independent firm will perform inspections, tests, and other services specified in individual Specification Sections and as required by Owner, Owner's representative or Architect/Engineer or AHJ.
- C. Inspecting, testing, and source quality control may occur on or off the Project Site. Perform off-site inspecting or testing as required by Owner, Owner's representative or Architect/Engineer or AHJ.
- D. Reports will be submitted by the independent firm to Owner, Owner's representative or Architect/Engineer, Owner, and Contractor indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- E. Contractor shall cooperate with independent firm. Furnish Samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
  - 1. Notify Owner, Owner's representative or Architect/Engineer and independent firm forty-eight (48) hours prior to expected time of operations requiring services.
  - 2. Make arrangements with independent firms and pay for additional samples and tests required for Contractor's use.
- F. Testing or inspecting does not relieve Contractor of responsibility to perform Work to Contract requirements.
- G. Retesting required because of non-conformance to specified requirements shall be paid by Contractor.

3.11 MANUFACTURER'S FIELD SERVICES AND REPORTS

- A. When specified in individual Specification Sections, require material or product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, start-up of equipment, test, adjust and balance of equipment and others as applicable and to initiate instructions when necessary.
- B. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
- C. Notify Owner and Architect/Engineer seven (7) days prior to the arrival of all manufacturers' field service representatives and provide name of individual and firm they represent.

3.12 SAFETY PRECAUTIONS AND PROGRAMS

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.

- B. Take reasonable precautions for safety of, and provide reasonable protection to prevent damage, injury, or loss to:
    - 1. Employees on the Work and other persons who may be affected thereby.
    - 2. The Work and materials and equipment to be incorporated therein, whether in storage on- or off-site, under care, custody, or control of Contractor or Contractor's Subcontractors or Sub-subcontractors.
    - 3. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
  - C. Give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.
  - D. Erect and maintain, as required by existing conditions and performance of Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.
  - E. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, exercise utmost care and carry on such activities under supervision of properly qualified personnel.
  - F. Promptly remedy damage and loss (other than damage or loss insured under property insurance required by Contract Documents) to property caused in whole or in part by Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which Contractor is responsible, except damage or loss attributable to acts or omissions of Owner, Architect/Engineer, or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of Contractor.
  - G. Designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's Superintendent unless otherwise designated by Contractor in writing to Owner, Owner's representative or Architect/Engineer..
  - H. Do not load or permit any part of the construction or site to be loaded so as to endanger its safety.
  - I. Emergencies: In an emergency affecting safety of persons or property, Contractor shall act, at Contractor's discretion, to prevent threatened damage, injury, or loss.
- 3.13 SPECIAL INSPECTOR OR THIRD-PARTY SPECIAL INSPECTOR
- A. County/City requires special inspections of portions of the Work as specified in the current Building Code, including but not limited to:
    - 1. Foundation work
    - 2. Structural concrete and steel work
    - 3. Masonry work
    - 4. Fireproofing application
    - 5. Soils and grading
  - B. Special inspection by County/City will consist of a Special Inspector assigned by County/City. This inspector shall be on-site when any work under the special inspection provisions of the County/City is undertaken.

- C. This inspector shall be employed by Owner from an approved County/City Building Department List. Contractor shall establish the construction sequence, schedule, and duration of the Work requiring special inspections by the County/City and coordinate his/her requirements with the Special Inspector. Abide by all requirements of the County/City for these special inspections.
- D. Provide temporary facilities for the County/City Inspector as specified in Section 01 51 00 – Temporary Utilities, during those times when the inspector is on-site on a full-time or permanent basis.
- E. Owner will include in agreement with the County/City, a requirement that copies of all inspection reports provided by the Special Inspector be provided to Architect/Engineer, Contractor, and Owner.
- F. At Project Completion and prior to Final Payment to Contractor, the Third-Party Inspector or materials testing laboratory shall provide a QAA (Quality Assurance Associate) report that has been reviewed and approved by the County/City's Building Department. This approved report shall be given to Owner and Architect/Engineer.

END OF SECTION



**NONCONFORMING  
WORK NOTICE**

Project: \_\_\_\_\_ Report Number: \_\_\_\_\_  
 \_\_\_\_\_ From: \_\_\_\_\_  
 To: \_\_\_\_\_ Date Observed: \_\_\_\_\_ Date Reported: \_\_\_\_\_  
 \_\_\_\_\_ Architect's/Engineer's Project Number: \_\_\_\_\_  
 Re: \_\_\_\_\_ Contract for: \_\_\_\_\_

Specification Section: \_\_\_\_\_ Paragraph: \_\_\_\_\_ Drawing Reference: \_\_ Detail: \_\_\_\_\_

Nature of Nonconformance:

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_ Date Response Needed: \_\_\_\_\_

Proposed Correction (Response):

Amount of Time for Correction:

Attachments.

Response From: \_\_\_\_\_ To: \_\_\_\_\_ Date Received: \_\_\_\_\_ Date Ret'd: \_\_\_\_\_

Signed by: \_\_\_\_\_ Date: \_\_\_\_\_

Copies:  Owner  Architect/Engineer  Consultants  \_\_\_\_\_  \_\_\_\_\_:  File

## SECTION 01 45 29

### TESTING LABORATORY SERVICES

#### PART 1 GENERAL

##### 1.01 SUMMARY

- A. Owner will employ and pay for service of an independent testing laboratory to perform inspecting and testing as required by AHJ or Owner and as required by the various sections of the Specifications. Retesting of failed tests and testing to verify compliance with Specification requirements (which is not specified) shall be at Contractor's expense.
- B. Employment of testing laboratory in no way relieves Contractor of obligation to perform Work in accordance with requirements of Contract Documents.
- C. SECTION INCLUDES
  - 1. References
  - 2. Quality Control
  - 3. Laboratory Responsibilities
  - 4. Laboratory Reports
  - 5. Limits on Testing Laboratory Authority
  - 6. Contractor Responsibilities
  - 7. Schedule of Inspections and Tests

##### 1.02 REFERENCES

- A. ASTM C802 - Standard Practice for Conducting an Interlaboratory Test Program to Determine the Precision of Test Methods for Construction Materials.
- B. ASTM C1021 - Standard Practice for Laboratories Engaged in Testing of Building Sealants.
- C. ASTM C1077 - Standard Practice for Agencies Testing Concrete and Concrete Aggregates for Use in Construction and Criteria for Testing Agency Evaluation.
- D. ASTM C1093 - Standard Practice for Accreditation of Testing Agencies for Masonry.
- E. ASTM D3740 - Standard Practice for Minimum Requirements for Agencies Engaged in Testing and/or Inspection of Soil and Rock as Used in Engineering Design and Construction.
- F. ASTM D4561 - Standard Practice for Organizations Producing and Applying Bituminous Paving Materials.
- G. ASTM E329 - Standard Specification for Agencies Engaged in Construction Inspection, Testing, or Special Inspection.
- H. ASTM E543 - Standard Practice for Agencies Performing Nondestructive Testing.

##### 1.03 QUALITY CONTROL

- A. Comply with ASTM C802, ASTM C1021, ASTM C1077, ASTM C1093, ASTM D3740, ASTM D4561, and ASTM E329.
- B. Laboratory: Authorized to operate in state in which Project is located.

- C. Testing Equipment: Calibrated at reasonable intervals with devices of accuracy traceable to either National Bureau of Standards or accepted values of natural physical constants.

#### 1.04 LABORATORY RESPONSIBILITIES

- A. Test samples of mixes submitted by Contractor.
- B. Provide qualified personnel at site. Cooperate with Owner and /or Architect/Engineer and Contractor in performance of services.
- C. Perform specified inspecting, sampling, and testing of Products in accordance with specified standards.
- D. Ascertain compliance of materials and mixes with requirements of Contract Documents.
- E. Promptly notify Owner and/or Architect/Engineer and Contractor of observed irregularities or non-conforming Work or Products.
- F. Perform additional inspections and tests as required by Owner and/or Architect/Engineer.
- G. Attend Pre-Construction Conferences and Progress Meetings as required.

#### 1.05 LABORATORY REPORTS

- A. After each inspection and test, promptly submit a copy of laboratory report to Owner and/or Architect/Engineer and Owner via Owner's Procure.
- B. Include:
  - 1. Date issued
  - 2. Project title and number
  - 3. Name of inspector
  - 4. Date and time of sampling or inspection
  - 5. Identification of product and Specifications Section
  - 6. Location in the Project
  - 7. Type of inspection or test
  - 8. Date of test
  - 9. Results of test
  - 10. Conformance with Contract Documents
- C. When requested by Owner and/or Architect/Engineer, provide interpretation of test results.

#### 1.06 LIMITS ON TESTING LABORATORY AUTHORITY

- A. Laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
- B. Laboratory may not approve or accept any portion of the Work.
- C. Laboratory may not assume any duties of Contractor.
- D. Laboratory has no authority to stop the Work.

#### 1.07 CONTRACTOR RESPONSIBILITIES

- A. Deliver to laboratory at designated location, adequate samples of materials proposed to be used which require testing, along with proposed mix designs.

- B. Cooperate with laboratory personnel and provide access to the Work and to manufacturers' facilities.
- C. Provide incidental labor and facilities:
  - 1. To provide access to Work to be tested
  - 2. To obtain and handle samples at the site or at source of Products to be tested
  - 3. To facilitate tests and inspection
  - 4. To provide storage and curing of test samples
- D. Notify Owner and laboratory twenty-four (24) hours prior to expected time for operations requiring inspecting and testing services.

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

### 3.01 SCHEDULE OF INSPECTIONS AND TESTS

- A. Comply with inspection and testing requirements specified in the individual Specification Sections..

END OF SECTION

## SECTION 01 55 00

### VEHICULAR ACCESS AND PARKING

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Access Roads
- B. Parking Areas

#### PART 2 PRODUCTS

Not Used.

#### PART 3 EXECUTION

##### 3.01 ACCESS ROADS

- A. Provide and maintain access to fire hydrants free of obstructions.
- B. Provide the means of removing and remove mud from vehicle wheels before vehicles enter streets.
- C. Contractor to provide street cleaning to remove vehicular track-out.
- D. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- E. Coordinate access and haul routes with governing authorities and Owner.
- F. **PARKING AREAS** Provide temporary parking areas to accommodate construction personnel. When site space is not adequate, provide additional offsite parking.
- G. Maintain vehicular access to and through parking areas, access by emergency vehicles, and Owner's operations.
- H. Develop a parking plan based upon Construction Schedule.
- I. Limit parking by construction personnel to area designated by Owner.
- J. Control vehicular parking to prevent interference with public traffic and parking, prevent parking on or adjacent to access roads, on existing pavement, or in non-designated areas.
- K. Parking fees at Owner authorized parking will be reimbursed. Parking fees for unauthorized parking, violation fees, towing, and/or vehicle recover fees are the responsibility of the Contractor and will not be reimbursed by Owner.

END OF SECTION

## SECTION 01 58 00

### PROJECT IDENTIFICATION

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Submittals
- B. Prohibition Against Other Signs
- C. Project Construction Sign

##### 1.02 SUBMITTALS

- A. Submittals: Comply with Section 01 33 00 – Submittal Procedures.
- B. Submit for review and approval by Owner and/or Architect/Engineer, Drawings and Specifications for Project Construction Signs, Dedication Plaques, and Project Identification Monument Signs.
  - 1. Show content, layout, lettering, color, foundation, structure, sizes, and grades of members.
  - 2. Comply with attached examples for formatting. **Update signs with current pertinent Project information.**
- C. Refer to Section 01 30 00 – Procore Administrative Requirements.

##### 1.03 PROHIBITION AGAINST OTHER SIGNS

- A. No other sign(s) shall be allowed without permission from Owner; except those required by this section or by law.

#### PART 2 PRODUCTS

##### 2.01 Project Construction Sign

- A. Project Construction Sign(s): Comply with attachments for manufacture and installation of required sign(s).

#### PART 3 EXECUTION

##### 3.01 PROJECT CONSTRUCTION SIGN

- A. Project Construction Sign(s): At Owner's request on a Job Order by Job Order basis, Contractor shall provide, install at location(s) designated by Owner, maintain through the construction period, remove at the completion of construction, and properly dispose of off-site; a standard design, Project Construction Sign(s) as shown in the drawings and installation details attached to this section.
- B. Contractor shall pay for Project Construction Sign(s), including but not limited to the following:
  - 1. Ordering
  - 2. Pick-up and Delivery
  - 3. Installation
  - 4. Maintenance
  - 5. Removal
  - 6. Disposal

- C. When requested, Contractor shall have the Project Construction Sign(s) constructed and installed within ten (10) calendar days of the Notice to Proceed.
- D. Contractor shall have the Project Construction Sign(s), framing, supports, and foundations removed from the Project Site at the completion of the Project, within seven (7) calendar days after notification by Owner.

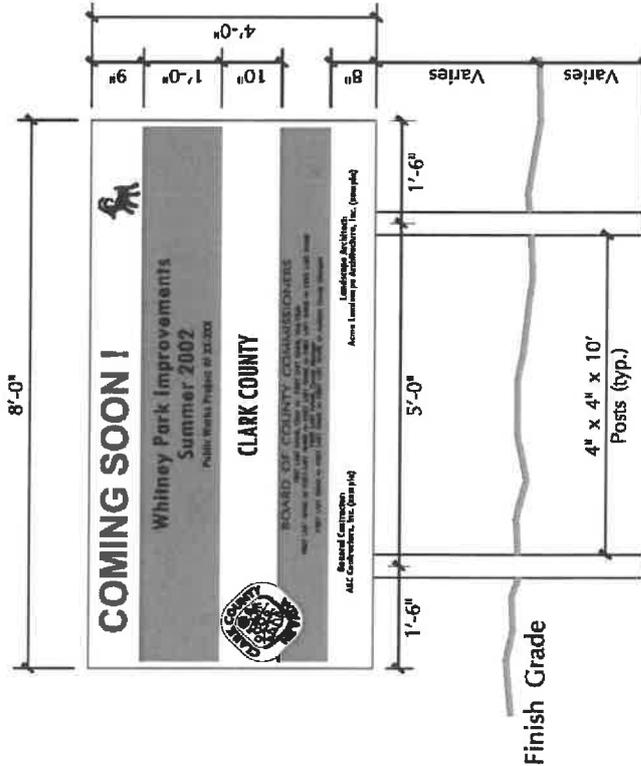
END OF SECTION

# Project Construction Sign

## COMING SOON SIGN - SPECIFICATIONS AND INSTALLATION

### DIVISION 1 - SECTION 015800

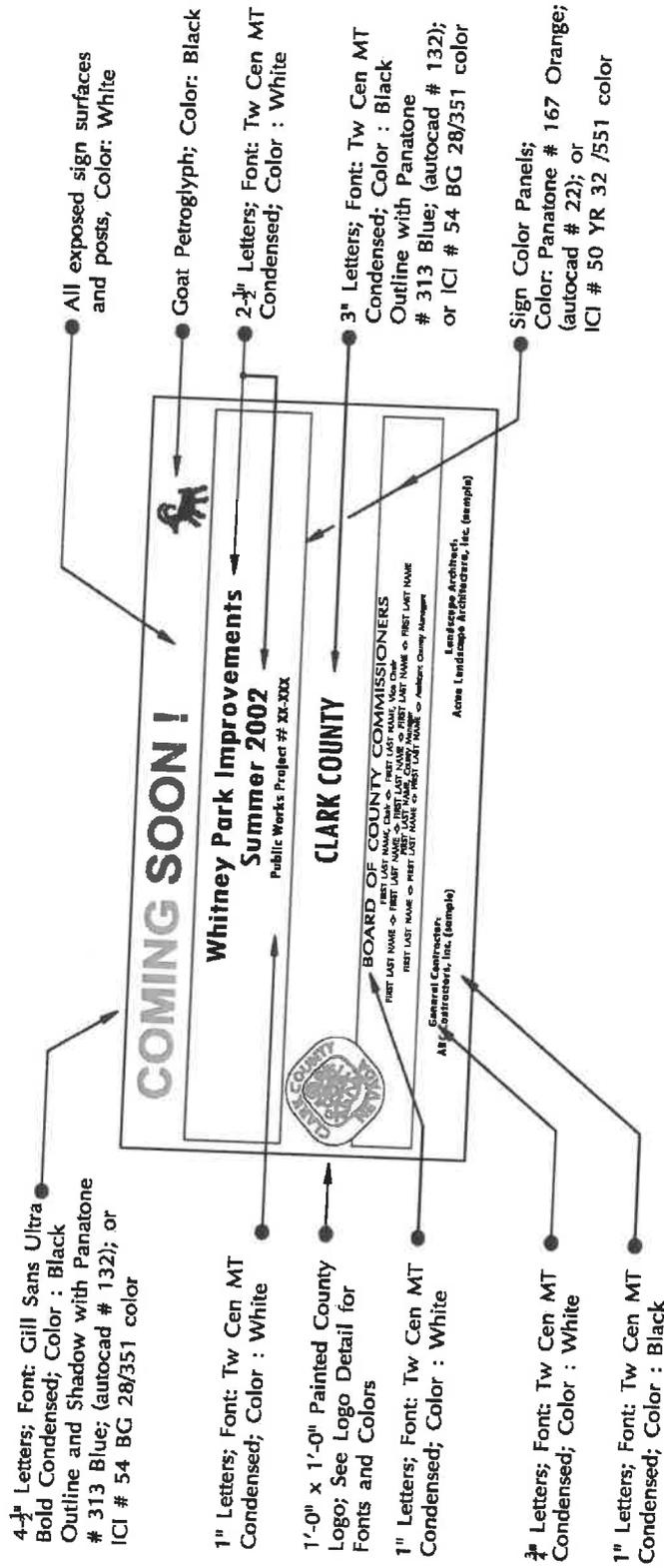
- Notes:
1. Sign(s) shall be located such that sight distances or pedestrain ways are not obstructed.
  2. Project sign location(s) shall be determined by the Contractor and approved by the Owner's Representative
  3. Project signs shall be single-sided, with the sign face to be 4'x8'x $\frac{3}{8}$ " exterior grade plywood. All exposed sign surfaces and supports shall be painted with two (2) coats of quality exterior paint, as required to withstand weathering, fading and chipping for the duration of the project. The project sign shall be able to withstand weather conditions for one (1) year without deterioration of the sign appearance.
  4. Sign(s) shall be mounted on two (2) 4"x4"x 10' painted wood posts; or two 2"x2"x10' perforated steel traffic sign posts with driven mounting sleeves . Color : White
  5. Signs shall be pre-drilled and affixed to posts with  $\frac{3}{8}$ " carriage bolts; and a minimum of two (2) bolts per leg with each bolt being installed as double nutted with lock washer.
  6. Sign shown is a "Sample Only". The Contractor shall be responsible for securing the proper Project Name; Public Works Project Number and for the verification of the names with accurate spelling of those individuals to be included on the Project sign.



# Project Construction Sign

## COMING SOON SIGN - FRONT FACE

DIVISION 1 - SECTION 015800



See COMING SOON ! Project Sign - Reverse Face drawing, for additional signage requirements

**Notes:**

1. Font names refer to Microsoft Word fonts
2. ICI # refers to International Color Index reference system
3. Panatone # refers to Panatone color matching system (PMS)

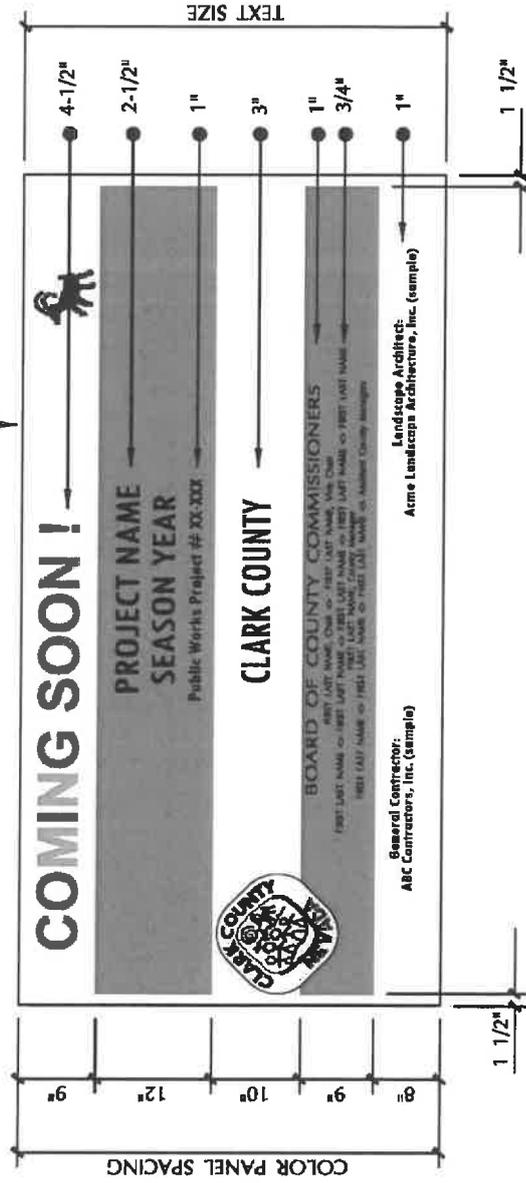
# Project Construction Sign

## COMING SOON SIGN - TEXT LAYOUT

DIVISION 1 - SECTION 015800

See COMING SOON ! Project Sign - Reverse Face drawing, for additional signage requirements

All exposed sign surfaces and posts, Color: White



4-1/2" Letters; Font: Gill Sans Ultra Bold Condensed; Color: Black Outline and Shadow with Pantone # 313 Blue; (autocad # 132); or ICI # 54 BG 28/351 color

# Project Construction Sign – HUD Projects ONLY

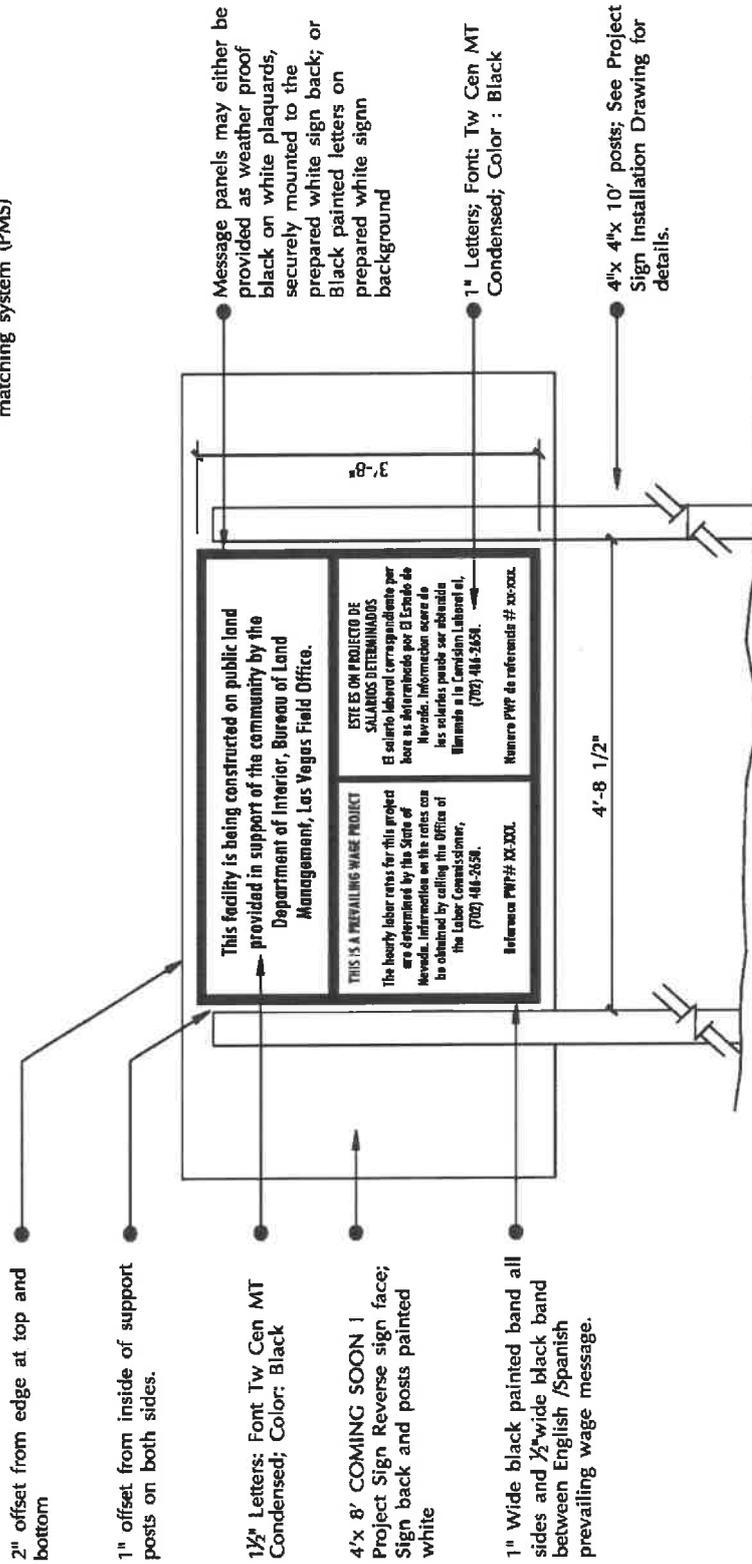
## COMING SOON SIGN - REVERSE FACE

### DIVISION 1 - SECTION 015800

Notes:  
1. Font names refer to Microsoft Word fonts

2. ICI # refers to International Color Index reference system

3. Pantone # refers to Pantone color matching system (PMS)



# Project Construction Sign – HUD Projects ONLY

## Project Construction Sign

### REVERSE SIDE OF CONSTRUCTION SIGN

Top Panel text (Verify with Owner if applicable):

This facility is being constructed on public land provided in support of the community by Clark County/the Department of the Interior, Bureau of Land Management, Las Vegas Field Office.

Left Panel Text:

#### **THIS IS A PREVAILING WAGE PROJECT (USE FOR PROJECTS OVER \$ 100,000)**

The hourly labor rates for this project are determined by the State of Nevada. Information on the rates can be obtained by calling the Office of the Labor Commissioner at (702) 486-2650. Reference PWP# \_\_\_\_\_.

Right Panel Text:

#### **ESTE ES UN PROYECTO DE SALARIOS DETERMINADOS**

El salario laboral correspondiente por hora es determinado por El Estado de Nevada. Información acerca de los salarios puede ser obtenida llamando a la Comisión Laboral al (702) 486-2650.

Numero PWP de referencia \_\_\_\_\_.

#### **USE THE BELOW TEXT FOR FEDERALLY FUNDED PROJECTS**

Left Panel Text:

#### **This is a Federally Funded Project governed by Davis Bacon Wage Decision and Section 3 Provisions**

The hourly labor rates for this project are determined by the U.S. Department of Labor Wage and Hour Division. Information on the rates can be obtained by calling the Department of Labor at (702) 388-6001 or [www.dol.gov](http://www.dol.gov)

Right Panel Text:

#### **ESTE ES UN PROYECTO GOBERNADO CON FONDOS FEDERALES POR LA DECISION DE DAVIS BACON AND LAS PROVISIONES DE LA SECCION 3.**

El salario laboral correspondiente por hora es determinado por El Departamento de Labor De Los Estados Unidos Division de Labor y Ingresos. Información acerca de los salarios puede ser obtenida llamando a el Departamento De Labor De Los Estados Unidos al (702) 388-6001 o en la red en el sitio: [www.dol.gov](http://www.dol.gov)

## SECTION 01 60 00

### PRODUCT REQUIREMENTS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. VOC Regulations
- B. Safety Data Sheets (SDS)
- C. Transportation and Handling
- D. Storage and Protection
- E. Asbestos Containing Building Materials (ACBM)

##### 1.02 VOC REGULATIONS

- A. Materials shall comply with the current, applicable regulations of the Environmental Protection Agency (EPA), state, and local jurisdictions governing permissible content of Volatile Organic Compounds (VOC).

##### 1.03 SAFETY DATA SHEETS (SDS)

- A. Contractor shall furnish Safety Data Sheets (SDS) (formerly MSDS) for all materials to be incorporated in the Work. A file drawer or drawers shall be provided in Contractor's field office (or other acceptable location) for the filing of all SDS. SDS shall be filed in accordance with Specification Section numbers and shall be readily available to Owner, AHJ, and all personnel engaged in the Work.
- B. SDS for materials that are flammable or otherwise hazardous shall be posted on a bulletin board provided for this specific purpose. This bulletin board shall be located at the site, sheltered from rain and wind, and shall be readily accessible to all personnel engaged in the Work.

##### 1.04 TRANSPORTATION AND HANDLING

- A. Deliver manufactured materials in the original packages, containers or bundles, with the seals unbroken, identified by the name and mark of the manufacturer.
- B. Transport, handle, receive, and unload products in accordance with manufacturer's instructions.
- C. Promptly inspect shipments to ensure that:
  - 1. Products comply with requirements
  - 2. Quantities are correct
  - 3. Products are undamaged
- D. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, and/or damage.
- E. Package products for shipment in manner to prevent damage; for equipment, package to avoid loss of factory calibration.
- F. If special precautions are required, attach instructions prominently and legibly on outside of packaging.

- G. Coordinate schedule of product delivery to designated prepared areas in order to minimize site storage time and potential damage to store materials.

#### 1.05 STORAGE AND PROTECTION

- A. Materials and equipment required for performance of the Work:
  - 1. Store and protect in a secure place in accordance with manufacturer's instructions, with seals and labels visible, intact, and legible. Provide photo of labels in electronic format to Owner.
  - 2. Deliver from storage to construction site according to Contract Documents.
- B. Store sensitive products in weather tight, climate-controlled enclosures. Store materials and equipment subject to degradation by exposure in a suitable enclosure provided by Contractor.
- C. For exterior storage of fabricated products, place on sloped supports, above ground.
- D. Cover products subject to deterioration with impervious sheet covering. Prevent mixing with foreign matter.
- E. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- F. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.
- G. Provide insured/bonded off-site storage and protection when site does not permit on-site storage or protection. Provide "property of others" certificate of insurance as required by Owner.
- H. When a room or area in the Project is used as a shop or storeroom, Contractor shall be responsible for repairs, patching, or cleaning necessary due to such use. Location of such storage space shall be subject to approval of Owner and /or Architect/Engineer.
- I. Designate receiving/storage areas for incoming products so that they are delivered according to installation schedule and placed convenient to work area in order to minimize waste due to excessive materials handling and misapplication.
- J. Protect products from damage or deterioration due to construction operations, weather, precipitation, humidity, temperature, sunlight, ultraviolet light, dirt, dust, and other contaminants.
- K. Comply with manufacturers' warranty conditions, if any.
- L. Prevent contact with material that may cause corrosion, discoloration, or staining.

#### PART 2 PRODUCTS

##### 2.01 ASBESTOS CONTAINING BUILDING MATERIALS (ACBM)

- 1. No Asbestos Containing Building Materials (ACBM) shall be incorporated into the Work.
- 2. All SDS sheets shall contain the phrase or similar phrase "Does not contain asbestos"
- 3. Materials that are not verified through the SDS as not containing asbestos fibers shall be verified by Contractor, by way of a licensed Asbestos Inspector in the State of Nevada.

#### PART 3 EXECUTION

Not Used.

END OF SECTION

**SECTION 01 73 29**  
**CUTTING AND PATCHING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Submittals
- B. Requirements and Limitations
- C. Payment for Costs
- D. Materials
- E. Examination
- F. Preparation
- G. Cutting
- H. Patching

**1.02 SUBMITTALS**

- A. Refer to Section 01 30 00 – Procore Administrative Requirements.
- B. Submit written request in advance of cutting or alteration which is not part of scope which affects:
  - 1. Structural integrity of any element of Project.
  - 2. Integrity of weather exposed or moisture resistant element.
  - 3. Efficiency, maintenance, or safety of any operational element.
  - 4. Visual qualities of sight exposed elements.
  - 5. Work of Owner or separate contractor.
- C. Include in request:
  - 1. Identification of Project.
  - 2. Location and description of affected Work.
  - 3. Necessity for cutting or alteration.
  - 4. Description of proposed Work and products to be used.
    - a. Scope of cutting, patching, alterations, or excavation.
    - b. Trades which will execute work.
    - c. Products proposed to be used.
    - d. Extent of refinishing to be done.
  - 5. Alternatives to cutting and patching.
  - 6. Effect on work of Owner or separate contractor.
  - 7. Cost proposal, when applicable.
  - 8. Written permission of affected separate contractor.
  - 9. Date and time Work will be executed.

**1.03 REQUIREMENTS AND LIMITATIONS**

- A. Do not damage or endanger a portion of the Work or fully or partially completed construction of Owner or separate contractors by cutting, patching, excavation, or otherwise altering such construction.

- B. Do not cut or otherwise alter such construction by Owner or a separate contractor except with written consent of Owner and of such separate contractor.
  - 1. Such consent will not be unreasonably withheld.
  - 2. Do not unreasonably withhold from Owner or a separate contractor, Contractor's consent to cutting or otherwise altering the Work.

#### 1.04 PAYMENT FOR COSTS

- A. Cost caused by ill-timed or defective Work or Work not conforming to Contract Documents, including costs for additional services of Owner's representative and Architect/Engineer shall be paid by Contractor.
- B. Cost of Work done on written instructions of Owner's representative and Architect/Engineer, other than defective or nonconforming Work, will be paid by Owner on approval of written Change Order. Provide written cost proposals prior to proceeding with cutting and patching proposed by Owner's representative and/or Architect/Engineer.

### PART 2 PRODUCTS

#### 2.01 MATERIALS

- A. Primary Products: Those required for original installation.
- B. Where required patch materials are not specified, use materials which will result in equal or better Work than Work being cut and patched in terms of performance characteristics and visual effects.

### PART 3 EXECUTION

#### 3.01 EXAMINATION

- A. Examine existing conditions prior to commencing Work, including elements subject to damage or movement during cutting and patching.
- B. After uncovering existing work, assess conditions affecting performance of Work.
- C. Beginning of cutting or patching means acceptance of existing conditions.

#### 3.02 PREPARATION

- A. Provide protection from elements for areas that may be exposed by uncovering Work.
- B. Provide temporary supports to ensure structural integrity of the Work. Provide devices and methods to protect other portions of Project.
- C. Maintain excavations free of water.

#### 3.03 CUTTING

- A. Execute cutting and fitting including excavation and fill to complete the Work.
- B. Uncover Work to install improperly sequenced Work.
- C. Remove and replace defective or non-conforming Work.

- D. Remove samples of installed Work for testing when requested.
- E. Provide openings in the Work for penetration of mechanical and electrical work.
- F. Employ original installer to perform cutting for weather exposed and moisture resistant elements and sight-exposed surfaces.
- G. Cut rigid materials using masonry saw or core drill. Pneumatic tools not allowed without prior approval.

#### 3.04 PATCHING

- A. Execute patching to complement adjacent Work.
- B. Fit products together to integrate with other Work.
- C. Execute Work by methods to avoid damage to other Work, and which will provide appropriate surfaces to receive patching and finishing.
- D. Employ original installer to perform patching for weather exposed and moisture resistant elements and sight exposed surfaces.
- E. Restore Work with new products in accordance with requirements of Contract Documents.
- F. Fit Work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- G. At penetrations of walls, partitions, ceiling, or floor construction completely seal voids with fire-rated material to full thickness of penetrated element.
- H. Refinish surfaces to match adjacent finish. For continuous surfaces, refinish to nearest intersection or natural break. For an assembly, refinish entire unit.

END OF SECTION

## SECTION 01 74 00

### CLEANING AND WASTE MANAGEMENT

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Submittals
- B. Owner's Right to Cleanup
- C. Solid Waste Management
- D. Progress Cleaning and Waste Removal
- E. Final Cleaning

##### 1.02 SUBMITTALS

- A. Solid Waste Management Plan: Not less than ten (10) days before the Pre-Construction Conference, prepare and submit a Solid Waste Management Plan including, but not limited to, the following:
  - 1. List of the recycling facilities, reuse facilities, municipal solid waste landfills, and other disposal area(s) to be used. Include:
    - a. Name, location, and phone number.
    - b. Copy of permit or license for each facility.
  - 2. Identify materials that cannot be recycled or reused. Provide explanation or justification.
  - 3. Revise and resubmit Plan as required by Owner.
    - a. Approval of Contractor's Plan will not relieve Contractor of responsibility for compliance with applicable environmental regulations.
  - 4. Refer to Section 01 30 00 – Procore Administrative Requirements

##### 1.03 OWNER'S RIGHT TO CLEANUP

- A. If Contractor fails to clean up as provided in Contract Documents, Owner may do so and the cost thereof shall be charged to Contractor.
- B. If a dispute arises among Contractor, separate contractors, and Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Contract Documents, Owner may clean up and allocate the cost amount to those responsible as Owner determines to be just.

#### PART 2 PRODUCTS

Not Used.

#### PART 3 EXECUTION

##### 3.01 SOLID WASTE MANAGEMENT

- A. Develop and implement a waste management program in accordance with ASTM E1609 and as specified herein.

- B. Collection: Implement a recycling/reuse program that includes separate collection of waste materials of the following types as appropriate to the Project waste and to the available recycling and reuse programs in the Project area:
1. Land clearing debris.
  2. Asphalt.
  3. Concrete and Masonry.
  4. Metal.
    - a. Ferrous.
    - b. Non-ferrous.
  5. Wood, nails and staples allowed.
  6. Debris.
  7. Glass, colored glass allowed.
  8. Paper.
    - a. Bond.
    - b. Newsprint.
    - c. Cardboard and paper packaging materials.
  9. Plastic.
    - a. Type 1: Polyethylene Terephthalate (PET, PETE).
    - b. Type 2: High Density Polyethylene (HDPE).
    - c. Type 3: Vinyl (Polyvinyl Chloride or PVC).
    - d. Type 4: Low Density Polyethylene (LDPE).
    - e. Type 5: Polypropylene (PP).
    - f. Type 6: Polystyrene (PS).
    - g. Type 7: Other. Use of this code indicates that the package in question is made with a resin other than the six (6) listed above or is made of more than one (1) resin listed above and used in a multi-layer combination.
  10. Gypsum.
  11. Non-hazardous paint and paint cans.
  12. Flooring.
    - a. Carpet.
    - b. Resilient Flooring.
  13. Insulation.
  14. Ceiling Tiles
  15. Others as appropriate.

### 3.02 PROGRESS CLEANING AND WASTE REMOVAL

- A. At all times, keep the Work area in a neat, clean, orderly, and safe condition.
1. Keep Work area free from accumulation of waste materials, debris, and/or rubbish caused by operations under the Contract Documents.
  2. Upon completion of any portion of the Work, promptly remove equipment, construction debris, temporary structures, and surplus materials not to be used at or near the same location during later stages of Work.
- B. Remove debris and rubbish from pipe chases, plenum, attics, crawl spaces, and other closed or remote spaces, prior to enclosing the space. Provide temporary screens or other means of preventing trash and debris from getting into floor and roof drains during the course of construction.
- C. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from site weekly and dispose of off-site.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

- F. If Contractor fails to comply with the foregoing, the same may be accomplished by Owner at Contractor's expense.

### 3.03 FINAL CLEANING

- A. At completion of the Work, remove from and about the Project waste materials, rubbish, tools, construction equipment, machinery, and surplus materials.
- B. Upon completion of the Work and before Final Payment is made:
  - 1. Satisfactorily dispose of all plant, buildings, rubbish, unused materials, and other equipment and materials belonging to Contractor or used in the performance of the Work.
  - 2. Leave the premises and work site in a neat, clean, and safe condition.
- C. Execute final cleaning prior to final Project assessment.
- D. Clean interior and exterior glass; remove temporary labels, stains, and foreign substances from surfaces exposed to view; polish transparent and glossy surfaces; and vacuum carpeted and soft surfaces.
- E. Clean equipment and fixtures to a sanitary condition with cleaning materials appropriate to the surface and material being cleaned.
- F. Replace filters of operating equipment.
- G. Clean debris from roofs, gutters, downspouts, and drainage systems.
- H. Clean site. Sweep paved areas. Rake clean landscaped surfaces.
- I. Remove waste and surplus materials, rubbish, and construction facilities from the site.
- J. If Contractor fails to comply with the above, the same may be accomplished by Owner at Contractor's expense.

END OF SECTION

**SECTION 01 75 00**  
**STARTING AND ADJUSTING**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Quality Assurance
- B. Contractor's Use of Systems
- C. Owner's Use of Systems
- D. Starting Systems
- E. Testing, Adjusting, and Balancing (TAB)
- F. Demonstration and Instruction of Owner's Personnel

**1.02 QUALITY ASSURANCE**

- A. Independent testing and balancing firm shall be a member in good standing of the Associated Air Balance Council (AABC).
- B. Technicians performing the testing and balancing shall be certified by the AABC.

**1.03 CONTRACTOR'S USE OF SYSTEMS**

- A. Contractor shall not use permanently installed equipment without approval by Owner in writing prior to use or planned use.
- B. Where Contractor's written request is granted for the use of certain equipment, Contractor shall properly use and maintain the equipment, and upon completion of its use, recondition such equipment to the satisfaction of Owner and at no additional cost to Owner.

**1.04 OWNER'S USE OF SYSTEMS**

- A. If Owner desires to continue the operation of certain systems prior to Substantial Completion, Owner will furnish an operator for such equipment.
- B. Such operator's services shall be performed under the complete direction and control of Contractor's employee for all purposes other than the payment of such operator's wages, workers' compensation, or other benefits which will be paid directly or indirectly by Owner.

**PART 2 PRODUCTS**

Not Used.

**PART 3 EXECUTION**

**3.01 STARTING SYSTEMS**

- A. Coordinate the schedule for startup of various equipment and systems, including providing required fuel; notify Architect/Engineer and Owner fourteen (14) days prior to startup of each item.

- B. Verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, or other conditions that may cause damage.
  - 1. Verify that tests, meter readings, and specified electrical characteristics agree with those required by the equipment or system manufacturer.
  - 2. Verify that wiring and support components for equipment are complete and tested.
- C. Execute start-up under supervision of applicable manufacturer's representative and Contractor's personnel in accordance with manufacturers' instructions. At Owner's option, Architect/Engineer and Owner will be present. When specified in individual Specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up and to supervise placing equipment or system in operation.
- D. Review contents of Operation and Maintenance Manual with Owner two (2) weeks prior to date of Substantial Completion in detail to explain all aspects of operation and maintenance.
- E. Submit a startup report certified by manufacturer's qualified personnel for all systems in accordance with Section 01 45 00 – Quality Control and Section 01 30 00 – Procure Administrative Requirements that equipment or system has been properly installed and is functioning correctly.

### 3.02 TESTING, ADJUSTING, AND BALANCING (TAB)

- A. Contractor shall appoint, employ, and pay for services of an independent firm to perform testing, adjusting, and balancing as specified in the mechanical Specifications.
- B. At the recommendation of the Testing, Adjusting, and Balancing firm, Contractor shall change, replace, and/or modify belt driven equipment and belt/gear drive equipment, and provide balancing devices and/or flow measuring devices as required, at no additional cost to Owner.
- C. Reports will be submitted by the independent firm to Architect/Engineer and Owner indicating observations and results of tests and indicating compliance or non-compliance with the requirements of the Contract Documents.
- D. Review contents of TAB report with Owner and Architect/Engineer two (2) weeks prior to date of Substantial Completion in detail to explain all aspects of the TAB report.

### 3.03 DEMONSTRATION AND INSTRUCTION OF OWNER'S PERSONNEL

- A. Demonstrate operation and maintenance of products to Owner's personnel prior to date of Substantial Completion.
- B. Demonstrate start up, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed time and at designated location acceptable to Owner and Contractor.
- C. Use draft of Operation and Maintenance Manuals (hard copy to facilitate markups) as basis for instruction. Provide two (2) weeks prior to date of Substantial Completion. Instruction of Owner's personnel shall be by a qualified manufacturer's representative who is knowledgeable about the Project.
- D. Prepare and insert additional data in electronic copy of Operation and Maintenance Manual when need for such data becomes apparent during instruction.

- E. Prepare instructions and data by personnel experienced in maintenance and operation of described products.
- F. Before final inspection, instruct Owner's designated personnel in operation, adjustment, and maintenance of products, equipment, and systems at agreed upon times.
- G. For equipment or systems requiring seasonal operation, perform demonstrations and training for other seasons within six (6) months.
- H. General Contractor shall submit audio visual digitally record training as it progresses and shall provide an edited copy of the training for use by Owner for training of new personnel in the future.

END OF SECTION

## SECTION 01 76 00

### PROTECTING INSTALLED CONSTRUCTION

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Protection of Installed Work
- B. Repair and Replacement

#### PART 2 PRODUCTS

Not Used.

#### PART 3 EXECUTION

##### 3.01 PROTECTION OF INSTALLED WORK (Where applicable)

- A. Protect installed work and provide special protection where specified in individual Specification Sections.
- B. Provide temporary and removable protection for installed Products. Control activity in immediate work area to prevent damage.
- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Protection: Protect specially finished concrete slabs from damage. Provide planking whenever scaffolding or wheeled equipment may be required to be erected over slabs. Damage to slabs prior to acceptance of the Work will be cause for rejection of slabs and replacement will be required.
- F. Prohibit traffic or storage upon waterproofed or roofed surfaces. If traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- G. Prohibit traffic from landscaped areas.
- H. Protection of existing utilities shall be in accordance with Section 01 71 33 – Protection of Adjacent Construction.
- I. Provide protection of adjacent and existing construction as is required to ensure that the adjacent or existing construction is not damaged.
- J. Elevator cars shall be protected to the fullest extent if they are part of the Project or Premises.

##### 3.02 REPAIR AND REPLACEMENT

- A. Repairs to Installed Work:
  - 1. Installed work which has been damaged by subsequent work by other trades shall be repaired at no expense to Owner, to the satisfaction of Owner.

2. Contractor shall be observant of the Work being performed within locations where installed work has been completed and shall immediately report damages to installed work to Owner and Architect/Engineer.
  3. When installed work has been damaged, Contractor shall be responsible for determining the proper repair methods and reviewing these methods with Owner and Architect/Engineer prior to start of repair work.
  4. Repairs shall be made in a timely fashion, in particular installed work which affects the water-tight, weatherproof integrity of the building.
- B. Damage to Work that occurs during Owner move-in will be paid for by Owner but shall be performed by the same Subcontractor or supplier that provided the initial installation.

END OF SECTION

## SECTION 01 77 00

### CLOSEOUT PROCEDURES

#### PART 1 GENERAL

##### 1.01 SUMMARY

A. Start preparing Closeout Documents thirty (30) days in advance.

B. SECTION INCLUDES

1. Closeout Submittals and Procedures
2. Substantial Completion
3. Final Completion

##### 1.02 CLOSEOUT SUBMITTALS AND PROCEDURES – [SOME SUBPARAGRAPHS MAY NOT APPLY TO THE PROJECT. REVIEW JOB ORDER DETAILED SCOPE OF WORK FOR REQUIREMENTS]

A. The events for the Closeout of the Contract for Construction include, but are not limited to, the following.

1. Submit to Owner the Operation and Maintenance Manuals as specified in Section 01 78 23 - Operation and Maintenance Data after approval by Owner's representative or Architect/Engineer.
2. Submit to Owner the Maintenance Materials and Tools as specified in Section 01 78 23 - Operation and Maintenance Data.
3. Refer to Section 01 30 00 – Procure Administrative Requirements
4. Adjust operating products and equipment to ensure smooth and unhindered operation as specified in Section 01 75 00 – Starting and Adjusting.
5. Systems start up as specified in Section 01 75 00 – Starting and Adjusting.
6. Training of Owner's personnel as specified in Section 01 75 00 – Starting and Adjusting.
7. Removal of temporary protection (fences, barricades, etc.).
8. Certificate of Occupancy, or equivalent showing that all required final permit inspections have been approved by AHJ.
9. Contractor's preparation of Punch List, and notification to Owner and Architect/Engineer of Substantial Completion.
10. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and Work is complete in accordance with Contract Documents and ready for Owner and/or Architect's/Engineer's review.
11. Inspection for Substantial Completion
12. Provide Submittals to Owner and/or Architect/Engineer that are required by governing or other authorities, including completion of the Service Order Form and Equipment if required in Specifications.
13. Certificate of Substantial Completion
14. Keys to Owner
15. Submit Product Warranties, Bonds, and Warranty Matrix as specified in Section 01 78 36 - Product Warranties.
16. Final Cleaning as specified in Section 01 74 00 – Cleaning and Waste Management.
17. Final inspection of completed Punch List
18. Submit to Owner and/or Architect/Engineer Project Record Documents including complete set of approved Submittals as specified in Section 01 78 39 – Project Record Documents.
19. Submit Final Application for Payment identifying total adjusted Contract Sum, previous payment, and sum remaining due as specified in Section 01 29 76 – Applications for Payments.

20. Proof that temporary utilities are paid and transferred to Owner
21. Refrigerant Compliance Forms if applicable
22. Return vendor badges
23. Acceptance of Project by Owner.
24. Submit Application for Payment of Retention as specified in Section 01 29 76 – Applications for Payments.

### 1.03 SUBSTANTIAL COMPLETION

- A. The stage in the progress of the Work of the Project, when all Work items and/or facility elements included in the Project, or designated portion thereof, is/are sufficiently complete in accordance with the Contract Documents and such that OWNER can occupy or utilize the Work for its intended use, and that any remaining activity of Contractor shall not interfere with such use. The date of approval of Substantial Completion will establish the official Substantial Completion Date, and initiate the preparation of the Project Punch List, for final and corrective work to be accomplished by Contractor.
- B. **Substantial Completion shall be achieved within the number of calendar days specified in the Job Order from the issuance of the written Notice to Proceed.**
- C. Substantial Completion is the stage in the progress of work completion when the Work, or designated portion thereof, meets the following criteria:
  1. The Work, or portion in question, is ninety-five (95%) percent complete as determined by Owner's representative or Architect/Engineer and Owner, when measured against the dollar value of the entire Work, or portion in question.
  2. The Work, or portion in question, can be occupied and used for its intended purpose as determined by Owner's representative or Architect/Engineer with coordination through Owner.
  3. The remaining items of the Work contained in the Punch List for the entire Work, or the portion in question, can be completed within **thirty (30) calendar day**, as determined by Owner's representative or Architect/Engineer, of the date of Substantial Completion for the Work, or the portion in question.
  4. The Work, or portion in question, has received a Certificate of Occupancy from the governing authority.
  5. Contractor shall submit and complete and upload to Owner's Procore the following required items, in order, for Owner and A/E to issue Substantial Completion:
    - a. Certification of Occupancy, Temporary Certificate of Occupancy, or equivalent notification from Authority Having Jurisdiction that all required inspections are passed/approved.
    - b. Written notification to Owner and A/E requesting Substantial Completion
    - c. Contractor's Punch List
    - d. Substantial Completion Inspection
    - e. System Startup Report and TAB Report
    - f. Refrigerant Compliance Form
    - g. QAA Reports
    - h. O&M Manuals
    - i. Warranty Matrix
    - j. Product Warranties
    - k. Operations and Maintenance Training
    - l. Final Cleaning
    - m. Submit Keys and Cores to Owner and install Knox box per AHJ
    - n. Removal of Temporary Protection
    - o. Maintenance Materials and Tools
    - p. Project Record Documents and As-Builts

- D. Substantial Completion Procedures:
1. Contractor shall prepare and submit through Owner's Procure to Architect/Engineer a Punch List which is a comprehensive list of items to be completed or corrected.
    - a. Upon receipt of Contractor's Punch List, Owner and/or Architect/Engineer will make an inspection to determine whether the Work, or designated portion thereof, is substantially complete.
    - b. If Owner and /or Architect's/Engineer's inspection discloses any item not included on the Punch List, Contractor will add it to the Punch List.
    - c. Contractor shall proceed promptly to complete and correct items on the Punch List. Failure to include an item on such list does not alter the responsibility of Contractor to complete all Work in accordance with Contract Documents.
  2. Whenever any portion of the Work performed by Contractor is in a condition suitable for use, as determined by Owner and/or Architect/Engineer, Owner and/or Architect/Engineer may initiate a Certificate of Substantial Completion for that portion and Owner may take possession of or use such portion.
    - a. Such use by Owner will in no case be construed as constituting final acceptance and shall neither relieve Contractor of any of Contractor's responsibilities under Contract Documents, nor act as a waiver by Owner of any of the conditions thereof, provided that Contractor shall not be liable for the cost of repairs, rework, or renewals which may be required due to ordinary wear and tear resulting from such use.
    - b. However, if such use increases the cost or delays the completion of remaining portions of Work, Contractor shall be entitled to an equitable adjustment.

- E. Certificate of Substantial Completion: When the Work, or designated portion thereof, is substantially complete, as determined by Owner and/or Architect/Engineer, Owner will prepare a Certificate of Substantial Completion, and submit it through Owner's Procure, to Contractor for written acceptance, which:
1. Shall indicate the date of Substantial Completion.
  2. Shall establish responsibilities of Owner and Contractor for security, maintenance, heat, utilities, damage to the Work, and insurance.
  3. Shall fix the time within which Contractor shall finish all items on the Punch List accompanying the Certificate.

1.04 FINAL COMPLETION (ENTIRE WORK)

- A. **Final Completion shall be achieved within thirty (30) calendar days from the acceptance of Substantial Completion by Owner and/or Architect/Engineer.**
- B. Final Completion is the stage in the progress of Work completion when the Entire Work is complete as determined by Owner's representative and/or Architect/Engineer and meets the full requirements of the Construction Documents. The date of final acceptance of the Project by Owner and/or Architect/Engineer shall be the date upon which Owner issues a Notice of Final Completion. If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of Contractor or by issuance of Change Orders affecting Final Completion, Owner will, upon application by Contractor, and without terminating the Contract for Construction, make payment of the balance due for that portion of the Work fully completed and accepted.
1. Contractor shall submit through Owner's Procure and complete the following required items in order for the Owner and/or Architect/Engineer to issue the Notice of Final Completion and release final retention:
    - a. All items required for Substantial Completion must have been received per Article 1.03 above.
    - b. Final Commissioning Report if applicable
    - c. Completed Punch List
    - d. Proof of paid Temporary Utilities
    - e. Coordinate transfer of utilities to Owner if applicable
    - f. Approved Submittals

- g. Field Survey if applicable
- h. Consent of Surety
- i. Return ALL County issued vendor badges
- j. If a Temporary Certificate of Occupancy was obtained for Substantial Completion, then provide the Certificate of Occupancy.

C. If the remaining balance for Work not fully completed or corrected is less than retainage stipulated in Contract Documents, and if bonds and a written Consent of Surety have been furnished, Contractor shall submit to Owner and/or Architect/Engineer an Application for Payment for that portion of the Work fully completed and accepted. Such payment shall be made under terms and conditions governing Final Payment, except that it shall not constitute a waiver of claims.

## PART 2 PRODUCTS

Not Used.

## PART 3 EXECUTION

Not Used.

END OF SECTION

# GUIDELINES FOR CONTRACTOR CLOSE OUT PROCEDURES

The purpose of these guidelines is to assist the team in the process of closing out the Project by giving typical timelines and deliverables in order to accomplish a timely Substantial Completion and Final Completion.

## **Closeout Meeting # 01**

**Timeline:** Day 1 – Thirty (30) days until Substantial Completion

**Deliverables Due:**

- 90% Draft (Section 01 78 23)
  - Operation & Maintenance Manuals
  - Product Warranties
  - Warranty Matrix
- Third Party Inspection QAA Reports (Section 01 45 00)

## **Closeout Meeting # 02**

**Timeline:** Day 8 – Twenty-two (22) days until Substantial Completion

**Deliverables Due:**

- Notice of Termination for Stormwater Pollution Prevention if applicable

## **Closeout Meeting # 03**

**Timeline:** Day 15 – Fifteen (15) days until Substantial Completion

**Deliverables Due:**

- Systems Start-Up Report and TAB Report if applicable
- Final Operations & Maintenance Manuals
- Final Product Warranties
- Final Warranty Matrix

## **Closeout Meeting # 04**

**Timeline:** Day 22 – Eight (8) days until Substantial Completion

**Deliverables Due:**

- Maintenance Materials and Tools (Section 01 78 23)
- Operation & Maintenance Training (Section 01 75 00)
- Certificate of Occupancy or Equivalent
- Contractor Prepared Punch List
- Notification to Owner & Architect/Engineer of Substantial Completion
- Project Record Document and As-Builts to Architect/Engineer
- 95% Commissioning Report if applicable

# GUIDELINES FOR CONTRACTOR CLOSE OUT PROCEDURES

## **Closeout Meeting # 05 (On Site)**

**Timeline:** Day 29 – One day until Substantial Completion

### **Deliverables Due:**

- Removal of Temporary Protection
- Notice of termination of SWPP if applicable
- Substantial Completion Inspection
- Final Cleaning (Section 01 74 00)
- Submit Keys and Cores to Owner

## **Closeout Meeting # 06**

**Timeline:** Day 30 – Substantial Completion

### **Deliverables Due:**

- Certificate of Substantial Completion and attached Punch List

## **Before Final Completion Meeting**

- Written Notice Ready for Final Inspection

## **Pre-Final Completion Meeting – Day 59**

- Final Inspection of Completed Punch List
- Proof of paid Temporary Utilities
- Proof of utilities transferred to Owner
- Complete set of approved Submittals
- Field survey

## **Final Completion Meeting – Day 60**

- Final Application for Payment (Section 01 29 76) 100% of contracted Work
- Consent of Surety
- Clark County Issued Badges Returned
- Acceptance of Project by Owner (Owner to issue Notice of Final Completion which allows Contractor to submit their Final Application of Payment for retention)

## SECTION 01 78 23

### OPERATION AND MAINTENANCE DATA

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Submittal Procedures for Manuals
- B. Maintenance Materials, Tools, Spare Parts, and Extra Stock
- C. Format of Hardcopy Manuals
- D. Format of Electronic Manual
- E. Contents of Manuals (Hardcopy and Electronic)
- F. Materials and Finishes Manual
- G. Equipment and Systems Manuals

##### 1.02 SUBMITTAL PROCEDURES FOR MANUALS

- A. Submit one (1) electronic copy of preliminary draft or proposed formats and outlines of contents via Owner's Procore before start of Work. Owner's representative and/or Architect/Engineer will review the draft and return with comments.
- B. For equipment or component parts of equipment put into service during construction and operated by Owner, submit documents within ten (10) days after acceptance.
- C. Submit manual to Owner and/or Architect/Engineer for review prior to training.
- D. Submit one (1) electronic copy of completed volumes via Owner's Procore and set up training in accordance with Section 01 77 00 – Closeout Procedures, after review by Owner, Owner's representative and/or Architect/Engineer. This copy will be reviewed and returned with Owner's comments after demonstrations and training of Owner's personnel. Revise content of all document sets as required prior to final submission.
- E. Submit one (1) electronic (PDF) copy via Owner's Procore of revised final volumes in accordance with Section 01 77 00 – Closeout Procedures and Section 01 30 00 – Procore Administrative Requirements.

##### 1.03 MAINTENANCE MATERIALS, TOOLS, SPARE PARTS, AND EXTRA STOCK

- A. Provide products, spare parts, maintenance, and extra materials in quantities specified in individual Specification Sections.
  - 1. Provide inventory sheet with extra stock. Include floor plan that identifies the location where specific materials are intended for future use.
  - 2. Clearly label with project name, material identification, location for intended use, and corresponding item number on inventory sheet.
  - 3. Upload a copy of provided maintenance materials, tools spare parts and extra stock through Owner's Procore.

- B. Coordinate with Owner for delivery location within Clark County. Owner will obtain receipt of materials prior to Final Payment.
- 1.04 FORMAT OF HARDCOPY MANUALS (AS REQUESTED BY OWNER; REVIEW REQUIREMENTS OF EACH INDIVIDUAL JOB ORDER)
- A. Prepare data in the form of an instructional manual.
  - B. Binders:
    1. Commercial quality, 8-1/2-inch by 11-inch, three (3) D side ring binders with durable plastic covers; two (2") inch maximum ring size.
    2. When multiple binders are used, correlate data into related consistent groupings.
    3. Pages shall be punched with half (1/2") inch diameter holes (not 3/8 inch).
  - C. Cover:
    1. Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS.
    2. Identify title of Project.
    3. Identify subject matter of contents.
  - D. Provide tabbed indexes for each separate product and system, with typed description of product and major component parts of equipment.
  - E. Provide list of Preventive Maintenance (PM) items at front of binder. Cross-reference PM items list to text, tab, page, and paragraph.
  - F. Text: Manufacturer's printed data or typewritten data on twenty (20) pound paper.
- 1.05 FORMAT OF ELECTRONIC MANUAL
- A. Prepare data in a consistent format (PDF) throughout to match the format of the hardcopy manuals.
    1. Video files may be in format other than PDF, as acceptable to Owner, uploaded to Owner's Procure.
    2. Separate information into individual files with filenames that allow for identification or by bookmarks that correspond with tabs in hardcopy manuals. If separate files are used, include a number at the beginning of the file name to put the files in the same order as per the Table of Contents.
  - B. Media:
    1. Compact Discs (CD) with crystal case or flash drives are acceptable.
    2. Crystal case shall have cover
      - a. Identify each binder with typed or printed title OPERATION AND MAINTENANCE INSTRUCTIONS.
      - b. Identify title of Project.
      - c. Identify subject matter of contents.
    3. Flash drive shall have permanent marking with title of Project.
    4. When multiple CD's or flash drives are used, correlate data into related consistent groupings.
  - C. Provide folders for each separate division, product, and system with short description of product and major component parts of equipment.
  - D. Provide list of Preventive Maintenance (PM) items as a separate file. Cross-reference PM items list to folder name, file, page, and paragraph.

1.06 CONTENTS OF MANUALS (HARDCOPY AND ELECTRONIC)

- A. Arrange content by systems under Specification Section numbers and sequence of Table of Contents of the Project Manual.
- B. Table of Contents: Prepare a Table of Contents for each volume, with each product or system description identified, in three (3) parts as follows:
  - 1. Part 1: Directory, listing names, addresses, and telephone numbers of Architect/Engineer, Architect's/Engineer's Consultant, Contractor, Subcontractors, and major equipment suppliers.
  - 2. Part 2: Operation and Maintenance Instructions arranged by system and subdivided by Specification Section. For each category, identify names, addresses, and telephone numbers of Subcontractors and suppliers. Identify the following:
    - a. Significant design criteria e.g.
    - b. List of equipment.
    - c. Parts list for each component.
    - d. Operating instructions.
    - e. Maintenance instructions for equipment and systems.
    - f. Maintenance instructions for special finishes, including recommended cleaning methods and materials and special precautions identifying detrimental agents.
  - 3. Part 3: Project Documents and Certificates, including the following.
    - a. Shop Drawings and Product Data.
    - b. Air and water balance reports.
    - c. Certificates of Compliance, e.g. DAQ, NDEP, SNHD, SNMHD, SNBI, DOA, SNEI (all authorities having jurisdiction)
    - d. Photocopies of warranties and bonds.
    - e. Copy of Final Application of Payment
    - f. Copy of Consent of Surety
    - g. Copy of Permit card with final inspection
    - h. Certification of Occupancy or Completion
    - i. Photocopy of Warranty Matrix Spread Sheet
    - j. Letter of Completion for Offsite Construction.
  - 4. Part 4: Operations and Maintenance Instructions Manual (in PDF format on CD)
    - a. Provide one (1) set of CD's or flash drives in each hardcopy O&M Manual.
    - b. Text: Electronic media shall be bookmarked and tabbed to replicate hardcopy manuals.
- C. Typed Text: As required to supplement Product Data. Provide logical sequence of instructions for each procedure, incorporating manufacturer's instructions.
- D. Drawings: Supplement Product Data to illustrate relations of component parts of equipment and systems, to show control and flow diagrams. Do not use Project Record Documents as maintenance drawings.
- E. For each product or system: List names, addresses, and telephone numbers of Subcontractors and suppliers, including local source of supplies and replacement parts.
- F. Product Data: Mark each sheet to clearly identify specific products and component parts and data applicable to installation. Delete inapplicable information.

1.07 MATERIALS AND FINISHES MANUAL

- A. Building Products, Applied Materials, and Finishes: Include Product Data with catalog number, size, composition, color, and texture designations. Provide information for re-ordering custom manufactured products.

- B. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- C. Moisture Protection and Weather Exposed Products: Include Product Data listing applicable reference standards, chemical composition, and details of installation. Provide recommendations for inspections, maintenance, and repair.
- D. Additional Requirements: As specified in individual Product Specification Sections.
- E. Provide a listing in Table of Contents for design data with tabbed fly sheet and space for insertion of data.

#### 1.08 EQUIPMENT AND SYSTEMS MANUALS

- A. For each item of equipment and each system, include the following information:
  1. Description of unit or system and component parts
  2. Identify function, normal operating characteristics, and limiting conditions.
  3. Performance curves with engineering data and tests, and complete nomenclature and model number of replaceable parts.
  4. All equipment and systems on Warranty Matric Spreadsheet, in accordance with Section 01 78 36 – Product Warranties, Article 1.02, Warranties Paragraph C.
- B. Panelboard Circuit-Directories: Provide electrical service characteristics, controls, and communications by label machine.
- C. Include color-coded wiring diagrams as installed.
- D. Operating Procedures: Include the following information:
  1. Start-up, break-in, and routine normal operating instructions and sequences.
  2. Regulation, control, stopping, shut-down, and emergency instructions.
  3. Summer, winter, and any special operating instructions.
- E. Maintenance Requirements:
  1. Include routine procedures and guide for troubleshooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
  2. Provide servicing and lubrication schedule, and list of lubricants required.
  3. Include manufacturer's printed operation and maintenance instructions.
  4. Water treatment chemicals; include all start up reporting and periodic maintenance requirements.
- F. Include sequence of operation by controls manufacturer.
- G. Provide original manufacturer's parts list, illustrations, assembly drawings, and information required for maintenance.
- H. Provide control diagrams by control's manufacturer as installed,
- I. Provide Contractor's coordination drawings with color-coded piping diagrams as installed.
- J. Provide charts of valve tag numbers with location and function of each valve, keyed to flow and control diagrams.
- K. Provide list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.

- L. Include test and balancing reports and final commissioning report.
- M. Additional Requirements: As specified in individual Product Specification Sections.
- N. Provide a listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

**SECTION 01 78 36**  
**PRODUCT WARRANTIES**

**PART 1 GENERAL**

**1.01 SECTION INCLUDES**

- A. Warranties
- B. Contractor's One-Year Warranty
- C. Product and Services Warranties
- D. Form of Submittals
- E. Preparation of Submittals
- F. Time of Submittals
- G. Refer to Section 01 30 00 – Procore Administrative Requirements

**1.02 WARRANTIES**

- A. Warranties required by Contract Documents shall commence on the date of Substantial Completion of the Work, or designated portion thereof, unless otherwise provided in the Certificate of Substantial Completion.
- B. Submit one (1) set of volume containing written warranties and related documents required by Contract Documents.
- C. Submit Warranty Spreadsheet listing each warranted item, reference Specification number, serial number, warranty start/end/length, supplier/manufacturer/contact information, Subcontractor contact information and whether or not warranty meets or exceeds Specification.
  - 1. Draft of spreadsheet prepared by Owner is provided at the end of this section.
  - 2. Warranty Spreadsheet shall include sub-listing of separate warranties as they may apply to various components, parts, and labor within a particular piece of equipment (e.g. pumps, motors, coils, etc.) which have different time periods from the overall piece of equipment.
- D. If, within one (1) year after the date of Substantial Completion of the Work, or designated portion thereof, or after the date for commencement of warranties established herein, or by terms of an applicable special warranty required by Contract Documents, any of the Work is found to be not in accordance with the requirements of Contract Documents, Contractor shall correct it promptly after receipt of written notice from Owner to do so unless Owner has previously given Contractor a written acceptance of such condition.
  - 1. This period of one (1) year shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual performance of the Work.
  - 2. This obligation shall survive acceptance of the Work under the Contract and termination of the Contract.
  - 3. Owner will give such notice promptly after discovery of the condition.
- E. Nothing contained in the section shall be construed to establish a period of limitation with respect to other obligations within Contract Documents.

- F. Establishment of the time period of one (1) year as described herein relates only to the specific obligation of Contractor to correct the Work and has no relationship to the time within which the obligation to comply with Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish Contractor's liability with respect to Contractor's obligations other than specifically to correct the Work.

#### 1.03 CONTRACTOR'S ONE-YEAR WARRANTY

- A. Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any Work covered by the Contract shall be new and where not specified, of the most suitable grade of their respective kinds for their intended use and all workmanship shall be in accordance with construction practices acceptable to Owner.
- B. Unless otherwise provided in the Contract, Contractor warrants all equipment, materials, and labor furnished or performed under this Contract against defects in design, materials, and workmanship (unless furnished by Owner), for a period of twelve (12) months (unless longer guarantees or warranties are provided for elsewhere in Contract Documents in which case the longer periods of time shall prevail) from and after final acceptance under the Contract, regardless of whether the same were furnished or performed by Contractor or by any of Contractor's Subcontractors of any tier. Upon receipt of written notice from Owner of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials, or workmanship, the affected item or parts thereof shall be redesigned, repaired, or replaced by Contractor at a time acceptable to Owner.
- C. Contractor shall perform such tests as Owner may require verifying that such redesign, repairs, and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement, and testing, including the removal necessary to gain access, shall be borne by Contractor.
- D. Contractor warrants such redesigned, repaired, or replaced work against defective design, materials, and workmanship for a period of twelve (12) months from and after date of acceptance thereof.
  - 1. Contractor shall notify Owner in writing the status of a warranty work order within seven (7) days of receipt of a warranty correction.
  - 2. Should Contractor fail to promptly make the necessary redesign, repair, replacement, and tests, Owner may perform or cause to be performed the same at Contractor's expense.
  - 3. Contractor shall employ professional third party M.E.P. and Chemical Treatment Consultants to document that mechanical, electrical, and plumbing systems are functioning per Contract Documents.
  - 4. Contractor and Contractor's surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein. Any warranty work orders not completed within seven (7) days may be forwarded to Surety Company.
  - 5. Owner reserves the right to schedule weekly warranty work sessions during the one (1) year correction period, where Contractor, third party M.E.P., Chemical Treatment Consultant, and Building Controls Systems Contractor shall attend.

#### 1.04 PRODUCT AND SERVICES WARRANTIES

- A. Contractor warrants to Owner that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and the Work will conform to the requirements of Contract Documents.

- B. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.
- C. The Contract warranty excludes remedy for damage or defect caused by abuse, modifications not executed by Contractor, improper or insufficient maintenance, improper operation, or evidence as to the kind and quality of materials and equipment.

## PART 2 PRODUCTS

### 2.01 FORM OF SUBMITTALS

- A. Submit one (1) electronic copy via Owner's Procure.
- B. Cover: Identify each section with title WARRANTIES with title of Project; name, address, and telephone number of Contractor and equipment supplier; and name of responsible company principal.
- C. Table of Contents: Neatly typed, in the sequence of the Table of Contents of the Project Manual, with each item identified with the number and title of the Specification Section in which specified, and the name of product or work item.
- D. Separate each warranty with bookmarks keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List Subcontractor, supplier, and manufacturer with name, address, and telephone number of responsible principal.

## PART 3 EXECUTION

### 3.01 PREPARATION OF SUBMITTALS

- A. Obtain warranties, notarized and executed in duplicate by responsible Subcontractors, suppliers, and manufacturers within ten (10) days after completion of the applicable item of work. Except for items put into use with Owner's permission, leave date of beginning of time of warranty until the date of Substantial Completion is determined.
- B. Verify that documents are in proper form, contain full information, and are notarized.
- C. Co-execute Submittals when required.
- D. Retain warranties until time specified for Submittal.

### 3.02 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with Owner's permission, submit documents within ten (10) days after acceptance.
- B. Make other Submittals within ten (10) days after Date of Substantial Completion, prior to final Application for Payment.
- C. For items of Work for which acceptance is delayed beyond Date of Substantial Completion, submit within ten (10) days after acceptance, listing the date of acceptance as the beginning of the warranty period.

END OF SECTION



## SECTION 01 78 39

### PROJECT RECORD DOCUMENTS

#### PART 1 GENERAL

##### 1.01 SECTION INCLUDES

- A. Submittals
- B. Working Copy of Contract Documents and As-Built Drawings
- C. Record Documents Requirements
- D. Record Documents Preparation

##### 1.02 SUBMITTALS

- A. Submit Project Record Documents to Owner as specified below.
- B. Refer to Section 01 30 00 – Procure Administrative Requirements

#### PART 2 PRODUCTS

##### 2.01 WORKING COPY OF CONTRACT DOCUMENTS AND AS-BUILT DRAWINGS

- A. Working copy of Contract Documents (hardcopy and/or electronic copy) is for use by Contractor and Owner. Protect from damage and repair if damaged. Contractor shall post all addendums and prepare a working copy of Contract Documents for field use by Contractor and Owner.
- B. Use working copy to record actual conditions and changes during the course of the Work. As the Work progresses, Contractor shall maintain a complete and accurate record of changes or deviations from the Contract Documents and Shop Drawings, indicating the Work as actually installed. Record information in the appropriate locations on working copy of Drawings, Shop Drawings, and a copy of the Project Manual (Specifications) Information contained in the Record Documents shall include, but not be limited to:
  - 1. Modifications made by Supplemental instructions or Supplemental Job Order shall be transferred to the Record Documents.
  - 2. Location of site underground pipes, conduits, ducts, cables and similar work, dimensioned horizontally to permanent points of reference and located vertically by indicating depth of burial in accordance with Section 01 71 23 – Field Engineering.
  - 3. Location of building plumbing piping, sprinkler piping, control valves, heating and air conditioning equipment, mechanical piping, ductwork, major conduit runs, power, control and alarm wiring, etc., dimensioned horizontally to permanent points of reference. Dimensions shall be accurate within six (6") inches. By notation, describe the vertical location of the item such as "below slab," "above ceiling," etc.
  - 4. Modifications made to accommodate field conditions.
  - 5. Location and function of mechanical and electrical control devices and shut-off valves.
  - 6. Revise Drawings and panel schedules to show final circuiting of electrical fixtures and equipment.
- C. Working copy set shall be separate from the set Contractor may provide for use by Subcontractors.

- D. Store the working copy of the Contract Documents separate from documents used for construction.

## 2.02 RECORD DOCUMENTS REQUIREMENTS

- A. For the entire course of Contractor's work, maintain on site one (1) set of the following Record Documents:
  - 1. Job Order
  - 2. Drawings.
  - 3. Specifications (Bid Requirements, General Requirements, Technical Requirements).
  - 4. Addenda.
  - 5. Modifications (Supplemental Instructions, Supplemental Job Orders) .
  - 6. Reviewed Shop Drawings, Product Data, and Samples and other Submittals.
  - 7. Manufacturers' instructions for assembly, installation, and adjusting.
  - 8. As-Built Drawings

## PART 3 EXECUTION

### 3.01 RECORD DOCUMENTS PREPARATION

- A. Store Record Documents separate from documents used for construction.
- B. Record information in the Record Documents concurrent with construction progress.
- C. Ensure entries are complete and accurate, enabling future reference by Owner.
- D. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
  - 1. Manufacturer's name and product model number.
  - 2. Product substitutions or alternates used.
  - 3. Changes made by Addenda and Modifications.
  - 4. Names of manufacturers and products which were not used shall be stricken out.
- E. Drawings and Shop Drawings: Legibly mark each item to record actual construction in accordance with requirements specified in Section 01 71 23 – Field Engineering and Section 01 30 00 – Procure Administrative Requirements, including but not limited to:
  - 1. Measured depths of foundations in relation to finish first floor datum.
  - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
  - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
  - 4. Field changes of dimension and detail.
  - 5. Details not on original Contract Drawings. Show number of all air handling units, VAV boxes, and fan coil units on the Record Drawings.
- F. Record Drawings and Specifications:
  - 1. Progress Records: During construction, keep a marked-up, up-to-date working copy of Contract Documents on Owner's Procure and on site as specified herein showing as-built conditions on the site as an accurate record of all deviations between Work as shown and Work as installed. Working copy will be reviewed/checked at Weekly Progress Meetings.
  - 2. Final Records:
    - a. Obtain from Owner and/or Architect/Engineer a complete set of Contract Documents in electronic format. Seals and signatures of Registrants shall be completely removed and/or permanently obscured.

- b. Upon completion of the Project, Contractor shall prepare a marked-up, updated digital PDF record set of drawings, of the complete original bidding documents, at Contractor's expense.
  - c. Expenses for procurement and updating of electronic documents shall be at no additional cost to Owner.
  - d. Incorporate changes on record set in a neat readable manner acceptable to Owner. Deletions shall be made clearly indicating the information deleted. Record information in adequate size lettering and notation to be legible at half size reproduction. Contractor shall provide a sample of the method of incorporating changes to Owner's Authorized Representative for review and acceptance.
  - e. Markups/updates shall be performed by an experienced, competent technician.
  - f. Identify documents as "RECORD DRAWINGS" with date stamped.
3. Record Drawings are required for this Project and will be turned over to Owner prior to Final Payment.
  4. Owner requires "RECORD DRAWINGS" in PDF Format uploaded to Owner's Procore unless requested otherwise by Owner.
- G. Documents and Samples at the Site:
1. Maintain on Owner's Procore and on-site for Owner, one progress record copy of Job Order, Drawings, Specifications, Addenda, , and other Modifications in good order and marked currently to record changes and selection made during construction; additionally, maintain approved Shop Drawings, Product Data, Samples, and similar required Submittals.
  2. These shall be available to Owner and delivered to Owner upon completion of the Work.

END OF SECTION

## EXHIBIT C

### BONDS AND INSURANCE REQUIREMENTS AND FORMS

1. BONDS
  - A. Contractor shall furnish bonds covering the faithful performance of the Contract, payment of all obligations arising thereunder and a Guaranty Bond to take effect upon substantial completion of the project, utilizing the bond forms thereunder and a Guaranty Bond to take effect upon substantial completion of the project, utilizing the bond forms. Bonds may be secured through Contractor's usual sources, provided that the surety is authorized and licensed to do business in the State of Nevada. All bonds specified shall indicate the State of Nevada Insurance Division license number, the surety company name, address, telephone number, and include the appointed agent of record who issued the bond. Surety Bonds issued by an individual are not acceptable to Clark County.
  - B. Not later than **ten (10) business days** after COUNTY'S written request for insurance, Contractor shall furnish contract bonds to the Purchasing and Contracts Division as follows:
    1. Labor and Material Payment Bond in the amount of \$1,000,000 of the Contract price.
    2. Performance Bond in the amount of \$1,000,000 of the Contract price.
    3. Guaranty Bond in the amount of \$1,000,000 of the Contract price. The Guaranty Bond will go into effect from the date of Notice of Substantial Completion.Award will become final after the Governing Body has authorized the award and Contractor has submitted its required bonds utilizing COUNTY'S Bond forms.
  - C. Form of Bonds
    1. The bonds referred to herein **shall be written on the Performance Bond, Labor and Material Payment Bond, and Guaranty Bond forms provided by COUNTY.**
    2. Contractor shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.
    3. **Any Performance Bond, Labor and Material Payment Bond, or Guaranty Bond prepared by an appointed agent must provide their license number and the issuing state.**
    4. The bonds specified in this section must be issued by a certified surety which is listed in the Department of the Treasury, Fiscal Service, (Department Circular 570; Current Revision) companies holding certificates of authority as acceptable sureties on Federal Bonds and as acceptable reinsuring companies.
2. INSURANCE
  - A. Contractor further agrees, as a precondition to the performance of any work under this contract and as a precondition to any obligation of COUNTY to make any payment under this contract, to provide COUNTY with a work certificate and/or a certificate issued by an insurer qualified to underwrite workers' compensation insurance in the state of Nevada in accordance with Nevada Revised Statutes Chapters §616A through 616D, inclusive, whether or not Contractor has employees.
  - B. Contractor agrees to maintain required workers' compensation coverage throughout the entire term of the contract. If Contractor does not maintain coverage throughout the entire term of the contract, Contractor agrees that COUNTY may, at any time the coverage is not maintained by Contractor, order Contractor to stop work, assess liquidated damages as defined herein, suspend the contract, or terminate the contract.
  - C. Contractor shall furnish not later than **ten (10) business days** after COUNTY'S written request for insurance, the insurance as indicated below. The certificates for each insurance policy shall be signed by a person authorized by that insurer and licensed by the State of Nevada.
  - D. As a condition precedent to receiving payments, Contractor shall have on file with COUNTY current certificates of insurance evidencing the required coverage. Insurance certificates for COUNTY should contain the information shown on the sample certificates attached.

- E. Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. COUNTY requires insurance carriers to maintain a Best's Key Rating of A.VII or higher (i.e., A.VII, A.VIII, A.IX, A.X, etc.). The adequacy of the insurance supplied by Contractor, including the rating and financial health of each insurance company providing coverage, is subject to the approval of COUNTY.
- F. COUNTY, its officers, employees, agents, and volunteers, NV Energy, **additionally, State of Nevada, Department of Transportation, Las Vegas Valley Water District (LVVWD), Regional Flood Control District (RFCD), U.S. Bureau of Land Management (BLM), Clark County Water Reclamation District (CCWRD), Clark County School District (CCSD), City of Las Vegas (CLV)**, must be expressly covered as insured's with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project.
1. Contractor's insurance shall be primary as respects COUNTY, its officers, employees, agents, and volunteers, NV Energy, **additionally, State of Nevada, Department of Transportation, Las Vegas Valley Water District (LVVWD), Regional Flood Control District (RFCD), U.S. Bureau of Land Management (BLM), Clark County Water Reclamation District (CCWRD), Clark County School District (CCSD), City of Las Vegas (CLV)**, any other coverage (insurance or otherwise) available to COUNTY, its officers, employees and volunteers shall be excess over the insurance required of Contractor and shall not contribute with it.
- G. Contractor's commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically Contractor's contractual obligation of additional insured to COUNTY. All policies must note that COUNTY will be given 30-calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. **Separate copies of additional insured endorsements are required and must be attached to any certificate of insurance. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
- H. All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$25,000. **If the deductible is "zero" it must still be referenced on the certificate.**
- I. If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than **\$2,000,000** per occurrence or per accident. All aggregates must be fully disclosed, and the amount entered on the required certificate of insurance. Contractor's insurer must notify COUNTY of any erosion of the aggregate limits. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate.
- J. Contractor shall obtain and maintain, for the duration of the Contract or longer period if specified herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents, representatives, employees or subcontractors of any tier. The cost of such insurance shall be included in Contractor's Bid. Contractor is required to obtain and maintain the following coverage:
1. **Commercial General Liability:** Commercial General Liability, to include Contractors Pollution Liability which includes Asbestos Liability or include an additional Asbestos Liability endorsement in the amount of \$1,000,000 coverage shall be on "occurrence" basis only and not "claims made." The coverage must be provided on either an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability (including a Broad Form CGL Endorsement) insurance form. Policies must contain a primary and non-contributory clause and must contain a waiver of subrogation endorsement. Any exceptions to coverage must be fully disclosed on the required certificates. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to COUNTY within **ten (10) business days** after COUNTY'S written request of insurance. Policies must include, but need not be limited to, coverage for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors, whether the insurance for Asbestos Liability or Asbestos Abatement Liability Coverage is supplied as an endorsement, or under a separate policy of insurance, the coverage must be evidenced on the Certificate of Insurance required in the contract. Contractor shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages. **A separate copy of the waiver of subrogation endorsement must be provided. A separate copy of the additional insured endorsement is required and must be provided for Commercial General Liability. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
  2. **Auto Liability:** Auto Liability must provide coverage for claims for damage due to bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of **any motor vehicles whether owned, hired or non-owned**. Contractor shall maintain limits of no less than **\$1,000,000** combined single limit "per accident" for bodily injury and property damage. **A separate copy of the additional insured endorsement is required and must be provided for Automobile Liability policies. Policy number must be referenced on endorsement or the form number must be referenced on certificate.**
- K. If Contractor fails to maintain any of the insurance coverage required herein, then COUNTY will have the option to declare Contractor in breach or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverage may be maintained. Contractor is responsible for any expenses paid by COUNTY to maintain such insurance and COUNTY may collect the same from Contractor or deduct the amount paid from any sums due Contractor under the contract.

- L. The insurance requirements specified herein do not relieve Contractor of its responsibility or limit the amount of the liability to COUNTY or other persons and Contractor is encouraged to purchase such additional insurance, as it deems necessary.
- M. Contractor is responsible for and must remedy all damage or loss to any property, including property of COUNTY caused in whole or in part by Contractor, any subcontractor or anyone employed, directed or supervised by Contractor. Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.
- N. Contractor shall pay all premiums and costs of insurance.
- O. Regardless of the coverage provided by any insurance policy, Contractor shall indemnify, defend and hold COUNTY NV Energy, **additionally, State of Nevada, Department of Transportation, Las Vegas Valley Water District (LVVWD), Regional Flood Control District (RFCD), U.S. Bureau of Land Management (BLM), Clark County Water Reclamation District (CCWRD), Clark County School District (CCSD), City of Las Vegas (CLV)**, harmless from any and all claims, demands, actions, attorneys' fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of Contractor or its principals, employees, subcontractors or other agents while performing services under this Contract. Contractor shall indemnify, defend and hold harmless COUNTY and others specified from any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent.

NOTWITHSTANDING CONTRACTOR'S REQUIREMENT TO OBTAIN AND MAINTAIN BUILDER'S RISK OR COURSE OF CONSTRUCTION INSURANCE AS PRIMARY INSURANCE, COUNTY MAINTAINS BUILDER'S RISK OR COURSE OF CONSTRUCTION INSURANCE AS SUPPLEMENTAL INSURANCE FOR THE CONSTRUCTION OF NEW STRUCTURES, ADDITIONS, ALTERATIONS, OR REPAIRS TO COUNTY REAL PROPERTY. COUNTY'S SUPPLEMENTAL BUILDER'S RISK OR COURSE OF CONSTRUCTION INSURANCE IS IN EXCESS OVER THE BUILDER'S RISK OR COURSE OF CONSTRUCTION INSURANCE REQUIRED OF CONTRACTOR AND SHALL NOT CONTRIBUTE WITH THE CONTRACTOR'S BUILDER'S RISK OR COURSE OF CONSTRUCTION INSURANCE, WHICH IS PRIMARY.

1. **During the term of this Contract COUNTY shall provide insurance as follows:**

Builder's Risk or Course of Construction Insurance, insuring on an "all risk" basis, subject to policy(s) exclusions, equal to a maximum of \$1,000,000 covering the project and all materials and equipment to be incorporated therein, including property in transit or elsewhere and insuring the interests of COUNTY, Contractors, and their Subcontractors of any tier providing equipment, materials, or services for the project. Coverage is as follows:

PRODUCER COMPANY	Leavitt Insurance Agency 7881 W. Charleston Blvd. #140 Las Vegas, NV 89117	The Travelers Insurance Co., c/o Leavitt Insurance Agency 7881 W. Charleston Blvd. #140 Las Vegas, NV 89117
Telephone Number:	(702) 947-4016	
Fax Number:	(702) 947-4010	
Email:	<a href="mailto:guy-cottino@leavitt.com">guy-cottino@leavitt.com</a>	

**INSURED:**

Clark County, Nevada; Its Contractors and Subcontractors of any tier: Clark County Risk Management, 500 South Grand Central Parkway, 5<sup>th</sup> Floor, PO Box 551711, Las Vegas Nevada 89155-1711.

**DEDUCTIBLES:**

Each loss shall be adjusted separately for any one Insured Project and any one Occurrence, and from the amount of each adjusted loss, the amount as stated below shall be deducted:

- A. In respect of losses arising from all other insured perils: \$25,000 per each occurrence.
- B. In respect of losses arising from the peril of flood: \$150,000 per each occurrence.
- C. In respect of losses arising from the peril of earthquake, volcanic eruption, landslide or mine subsidence: \$500,000 per each occurrence.

2. **Contractor will be responsible for the deductible amounts, per each occurrence, as shown above, or as adjusted by COUNTY'S Builders Risk policy from year to year.** COUNTY will make every attempt to maintain the deductibles from year to year, but Contractor will be responsible for the deductibles as they are negotiated. COUNTY will give Contractor 30 calendar days' notice of any change in the existing deductibles. Contractor shall have the right, upon notice of an increase in the deductibles as shown, to justify a change order to help compensate Contractor for costs associated with an increase in deductibles as shown.

- A. It is Contractor's responsibility to be familiar with the current coverage described in this section.
- B. Contractor shall immediately report any incident or claim, no later than 24 hours after occurrence, against any insurance furnished by COUNTY, to COUNTY'S Risk Management representative in writing of details of incident. Contractor shall, at the same time, forward to COUNTY'S Risk Management representative a copy of the executed form(s) to COUNTY and COUNTY'S insurance agent.
- C. Contractor shall provide any and all documentation relative to loss and damage via delivery receipts, bills of lading, material invoices, acknowledgment forms, etc.
- D. In the event of a claim, Contractor shall meet with COUNTY to determine the quantities of replacement materials and/or equipment. Contractor shall be responsible for the reordering of all items upon direction of COUNTY'S authorized representative. COUNTY'S payment for these materials and equipment shall not be made until delivered to be job site. The payment(s) are subject to the deductible amount as identified within this section.
- E. COUNTY reserves the right to have Contractor furnish the actual insurance policies for examination.

**PERFORMANCE BOND**

**IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.**

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_, as Principal Contractor, and \_\_\_\_\_, as Surety, are held and firmly bound unto CLARK COUNTY, NEVADA, hereinafter called COUNTY, in the sum of \$1,000,000 dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said COUNTY to perform all work required under the Bidding Schedule(s) **RFP NO. 607639-25** of COUNTY'S specifications, entitled **JOB ORDER CONTRACTING**.

NOW THEREFORE, if said Contractor shall perform all the requirements of said contract required to be performed on their part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the contract is hereby waived by said Surety.

SIGNED this _____ day of _____, 20 _____	(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)
	_____ (Principal Contractor)
	_____ (Authorized Representative and Title)
	By: _____ (Signature)
	Surety: _____
_____ (Appointed Agent Name)	_____ (State of Nevada, License Number)
By: _____ (Signature)	_____ (Appointed Agent Name)
_____ (License Number and Issuing State)	By: _____ (Signature)
Address: _____	Address: _____
_____	_____
Telephone: _____	Telephone: _____

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

**LABOR AND MATERIAL PAYMENT BOND**

**IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683A. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.**

KNOW ALL MEN BY THESE PRESENTS,

That \_\_\_\_\_, as Contractor, and \_\_\_\_\_, as Surety, are held and firmly bound unto CLARK COUNTY, NEVADA, hereinafter called COUNTY, in the sum of \$1,000,000 dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been recommended for award and shall enter into the contract with said COUNTY to perform all work required under the Bid Schedule(s), **RFP NO. 607639-25, JOB ORDER CONTRACTING.**

NOW THEREFORE, if said Contractor, or subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any change order(s), alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such change order(s), alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED this _____ day of _____, 20____	(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)
_____	_____ (Principal Contractor)
	_____ (Authorized Representative and Title)
	By: _____ (Signature)
	Surety: _____
_____	_____ (State of Nevada, License Number)
(Appointed Agent Name)	
By: _____	_____ (Appointed Agent Name)
(Signature)	
_____	By: _____
(License Number and Issuing State)	(Signature)
Address: _____	Address: _____
_____	_____
Telephone: _____	Telephone: _____

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

BOND NUMBER: \_\_\_\_\_  
RFP No. 607639-25  
CLARK COUNTY, NEVADA

## GUARANTY BOND

**IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE LICENSED TO ISSUE SURETY BY THE STATE OF NEVADA INSURANCE DIVISION PURSUANT TO NEVADA REVISED STATUTE 683A AND ISSUED BY AN APPOINTED PRODUCER OF INSURANCE PURSUANT TO NEVADA REVISED STATUTE 683. INDIVIDUAL SURETY BONDS ARE NOT ACCEPTABLE.**

GUARANTEE for \_\_\_\_\_  
\_\_\_\_\_  
(Name and Address of Prime Contractor)

We hereby guarantee that the **RFP NO. 607639-25, JOB ORDER CONTRACTING**, which we have constructed, has been done in accordance with the plans and specifications; that the work as constructed will fulfill the requirements of the guarantee included in the Contract Documents. We agree to repair or replace any or all of our work together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of the Notice of Substantial Completion of the above named work by the County of Clark, State of Nevada, without any expense whatsoever to said County of Clark, State of Nevada, ordinary wear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above mentioned conditions within 14 calendar days after being notified in writing by Clark County, Nevada, we collectively or separately, do hereby authorize Clark County, Nevada to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction work is started, it shall be carried through to completion.

SIGNED this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

\_\_\_\_\_  
(Principal Contractor)

\_\_\_\_\_  
(Authorized Representative and Title)

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

Surety: \_\_\_\_\_  
(State of Nevada, License Number)

\_\_\_\_\_  
(Appointed Agent Name)

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

\_\_\_\_\_  
(License Number and Issuing State)

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_  
(Appointed Agent Name)

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

Address: \_\_\_\_\_

Telephone: \_\_\_\_\_

ISSUING COMPANY MUST HOLD CERTIFICATES OF AUTHORITY AS ACCEPTABLE SURETY ON FEDERAL BONDS AND AS ACCEPTABLE REINSURING COMPANY WITH LISTING IN THE DEPARTMENT OF TREASURY, FISCAL SERVICE, (DEPARTMENT OF CIRCULAR "570," CURRENT REVISIONS).

**EXHIBIT D  
SAMPLE FORM  
WORKERS EMPLOYED REPORT (A) (PER N.R.S. 338.070)**

Project Number: \_\_\_\_\_ Date: \_\_\_\_\_  
 Project Name: \_\_\_\_\_ PWP Number: \_\_\_\_\_  
 General Contractor: \_\_\_\_\_ Subcontractor: \_\_\_\_\_  
 Prepared by: \_\_\_\_\_ Contact Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

	Worker Name	Workers Occupation	Has a Drivers License or Identification Card	State Issued	Wages	Per Diem	Benefits
1			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
2			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
3			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
4			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
5			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
6			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
7			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
8			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
9			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
10			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
11			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
12			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
13			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
14			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
15			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
16			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
17			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
18			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
19			<input type="checkbox"/> YES or <input type="checkbox"/> NO				
20			<input type="checkbox"/> YES or <input type="checkbox"/> NO				

**EXHIBIT D  
SAMPLE FORM  
DO NOT INCLUDE ANY LICENSE OR I.D. NUMBERS  
WORKERS EMPLOYED REPORT (B) (PER N.R.S. 338.070)**

Project Number: \_\_\_\_\_ Date: \_\_\_\_\_  
 Project Name: \_\_\_\_\_ PWP Number: \_\_\_\_\_  
 General Contractor: \_\_\_\_\_ Subcontractor: \_\_\_\_\_  
 Prepared by: \_\_\_\_\_ Contact Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

	Worker Name	Driver's License No. or Identification No.	State Issued	First day on Project	Last day on Project
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					

**EXHIBIT E  
SAMPLE FORM  
NON-APPORTIONED VEHICLE REPORT - CONFIDENTIAL**

Project Number: \_\_\_\_\_ Date: \_\_\_\_\_

Project Name: \_\_\_\_\_ PWP Number: \_\_\_\_\_

General Contractor: \_\_\_\_\_ Subcontractor: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

	Owner Name	Vehicle Description	License No. and State
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			

**EXHIBIT F  
SAMPLE FORM  
MATERIALS PURCHASED REPORT**

Project Number: \_\_\_\_\_ Date: \_\_\_\_\_  
 Project Name: \_\_\_\_\_ PWP Number: \_\_\_\_\_  
 General Contractor: \_\_\_\_\_ Subcontractor: \_\_\_\_\_  
 Prepared by: \_\_\_\_\_ Contact Number: \_\_\_\_\_  
 Email Address: \_\_\_\_\_

	Material Supplier Name	Address	Materials Purchased
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
20			

## EXHIBIT G MEDIATOR AGREEMENT

This Agreement ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, by and between the County of Clark ("COUNTY"), \_\_\_\_\_ ("Contractor") and \_\_\_\_\_ ("Mediator"). COUNTY and \_\_\_\_\_ are collectively referred to as "Parties".

WHEREAS, \_\_\_\_\_ was awarded the Bid No. \_\_\_\_\_ for the \_\_\_\_\_ Project, and COUNTY and \_\_\_\_\_ entered into a contract entitled \_\_\_\_\_ ("Contract");

WHEREAS, a claim, dispute or controversy relating to the Contract has arisen between the Parties;

WHEREAS, the Parties have been unsuccessful in resolving the claim, dispute or controversy by informal negotiations as required in section \_\_\_\_\_ of the Contract,

WHEREAS, \_\_\_\_\_ has submitted a demand to \_\_\_\_\_ for non-binding informal mediation of the claim, dispute or controversy, pursuant to section \_\_\_\_\_ of the Contract;

WHEREAS, the Contract requires the Parties to mutually agree upon a private independent mediator to mediate the claim, dispute or controversy;

WHEREAS, the Parties have mutually agreed to hire Mediator in this matter;

WHEREAS, Mediator is willing to accept this appointment;

NOW THEREFORE, COUNTY, Contractor and Mediator agree as follows:

1. Scope of Services

The Parties hereby retain and appoint Mediator to mediate the above-referenced claim, dispute or controversy arising out of the Contract. Mediator agrees to conduct a mediation in accordance with section 7 of the General Conditions of the Contract and consistent with the most current version of "The Model Standards of Conduct for Mediators" as approved by the American Arbitration Association. Additionally, Mediator agrees to conduct the mediation consistent with sections addressing "Mediator's Impartiality and Duty to Disclose", "Duties and Responsibilities of the Mediator" and "Confidentiality" of the current version of the "Construction Industry Mediation Procedures" as approved by the American Arbitration Association.

2. Mediator's Fees and Expenses

Mediator will charge an hourly rate of \$\_\_\_\_\_ for his services as a mediator. The Parties are equally responsible for the cost of the Mediator. COUNTY is responsible for fifty percent (50%) of the fees of Mediator and Contractor is responsible for fifty-percent (50%) of the cost of Mediator.

COUNTY and Contractor agree to reimburse Mediator for reasonable expenses including, but not limited to, long distance telephone calls, photocopying and mailing fees.

3. Billing

Mediator will provide, on a monthly basis, invoices to COUNTY and Contractor itemizing all services provided. Mediator agrees to bill COUNTY for its fifty-percent (50%) share and Mediator agrees to bill Contractor for its fifty-percent (50%) share. Mediator understands and agrees that the Parties are only responsible for their respective fifty-percent (50%) shares. If Contractor does not pay Mediator its fifty-percent (50%) share of the fees, then COUNTY is not responsible. Likewise, if COUNTY does not pay Mediator its fifty-percent (50%) share of the fees, then Contractor is not responsible.

COUNTY and Contractor agree to make payment for Mediator's fees and expenses within sixty (60) days after receipt of such billings.

4. Term

The term of this Agreement shall commence on the date of this Agreement and shall continue until Mediator concludes the above-referenced matters on which he is serving as the Parties' Mediator.

## EXHIBIT H

### CONFIDENTIALITY AGREEMENT

**THIS CONFIDENTIALITY AGREEMENT** (hereinafter referred to as ("Confidentiality Agreement")) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_ by and between the County of Clark, a political subdivision of the State of Nevada, ("COUNTY"), and \_\_\_\_\_ ("\_\_\_\_\_"). County and \_\_\_\_\_ are collectively referred to as "Parties".

#### RECITALS

WHEREAS, \_\_\_\_\_ was awarded RFP No. 607639-25 for the \_\_\_\_\_ Project, and COUNTY and \_\_\_\_\_ entered into a contract entitled Job Order Contracting. ("Contract");

WHEREAS, a claim, dispute or controversy relating to the Contract has arisen between the Parties;

WHEREAS, the Parties have been unsuccessful in resolving the claim, dispute or controversy by informal negotiations as required in section \_\_\_\_\_ of the Contract,

WHEREAS, \_\_\_\_\_ has submitted a demand to \_\_\_\_\_ for non-binding informal mediation of the claim, dispute or controversy, pursuant to section \_\_\_\_\_ of the Contract;

WHEREAS, pursuant to section \_\_\_\_\_ of the Contract, the Parties are required to enter into this Confidentiality Agreement as a condition of the informal nonbinding mediation prior to the commencement of the mediation;

NOW THEREFORE, in consideration of the premises and covenants herein contained, it is mutually agreed by and between the parties hereto as follows:

#### AGREEMENT

IT IS HEREBY AGREED by and between the Parties, their directors, officers, representatives and employees to maintain the confidentiality of the mediation and not disclose any statements, documents or information of merit or substance relating to the mediation. The Parties agree not to rely upon or introduce as evidence in any arbitral, judicial or other proceedings the following:

- a) views expressed or suggestions or offers made by another party or the mediator in the course of the mediation proceedings, with respect to a possible settlement of a dispute, and with respect to negotiations that preceded the mediation;
- b) admissions made by another party in the course of the mediation proceedings and negotiations that preceded the mediation relating to the merits of the dispute;
- c) written and oral statements made or documents exchanged;
- d) proposals made or views expressed by the mediator; or
- e) the fact that another party had or had not indicated willingness to a proposal for settlement made by another party or the mediator.

The confidentiality of this provision is waived in the event the disclosure constitutes probative evidence in a pending action alleging negligence or willful misconduct of the mediator.

IT IS FURTHER AGREED by and between the Parties, their directors, officers, representatives and employees that no cause of action may be asserted based upon the manner in which the mediation is conducted or what transpires during the mediation proceeding.

**EXHIBIT I  
CLOSEOUT DOCUMENTATION SUMMARY REPORT OF SUBCONTRACTORS**

Project Number: \_\_\_\_\_ Date: \_\_\_\_\_

Project Name: \_\_\_\_\_ PWP Number: \_\_\_\_\_

General Contractor: \_\_\_\_\_ Subcontractor: \_\_\_\_\_

Prepared by: \_\_\_\_\_ Contact Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

	Subcontractor Name	*BEG	Ethnicity	Address	Bid Item or Work Performed	Value of Contract
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
11						
12						
13						
14						
15						

**EXHIBIT J  
JOB ORDER CONTRACTING  
ADJUSTMENT FACTOR PROPOSAL FORM**

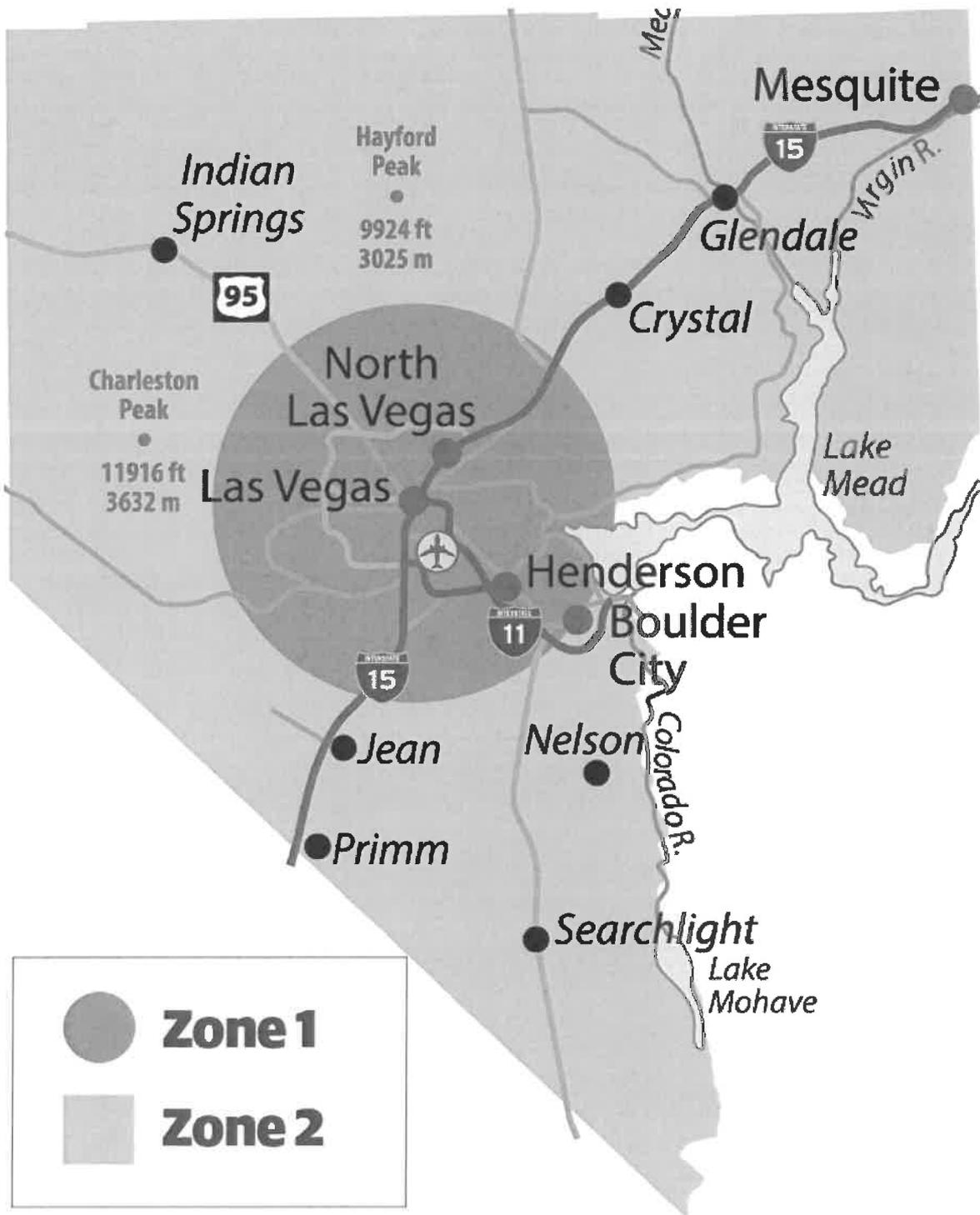
ATTACHED HERETO

**RFP 607639-25**  
**RFP ATTACHMENT 2 – REVISED PER ADDENDUM NO. 1**  
**ADJUSTMENT FACTOR PROPOSAL FORM**

PROPOSER shall enter the Adjustment Factors in legible figures in the spaces provided below. Failure to enter all Adjustment Factors will result in the Proposal being deemed non-responsive.

	<b>Adjustment Factor Name</b>	<b>Adjustment Factor Proposed</b>	<b>X Multiplier</b>	<b>=Extended Total</b>
1.	Normal Working Hours Adjustment Factor (General Facilities Zone 1)	<u>1</u> <u>2</u> <u>0</u> <u>9</u> <u>9</u>	X 0.15	= <u>  </u> <u>  </u> <u>  </u> <u>  </u> <u>  </u>
2.	Other Than Normal Working Hours Adjustment Factor (General Facilities Zone 1)	<u>1</u> <u> </u> <u>2</u> <u>4</u> <u>9</u> <u>9</u>	X 0.10	= <u>  </u> <u>  </u> <u>  </u> <u>  </u> <u>  </u>
3.	Normal Working Hours Adjustment Factor (Secured Facilities Zone 1)	<u>1</u> <u> </u> <u>2</u> <u>2</u> <u>8</u> <u>8</u>	X 0.10	= <u>  </u> <u>  </u> <u>  </u> <u>  </u> <u>  </u>
4.	Other Than Normal Working Hours Adjustment Factor (Secured Facilities Zone 1)	<u>1</u> <u> </u> <u>2</u> <u>8</u> <u>9</u> <u>9</u>	X 0.10	= <u>  </u> <u>  </u> <u>  </u> <u>  </u> <u>  </u>
5.	Normal Working Hours Adjustment Factor (General Facilities Zone 2)	<u>1</u> <u> </u> <u>3</u> <u>1</u> <u>9</u> <u>9</u>	X 0.15	= <u>  </u> <u>  </u> <u>  </u> <u>  </u> <u>  </u>
6.	Other Than Normal Working Hours Adjustment Factor (General Facilities Zone 2)	<u>1</u> <u> </u> <u>3</u> <u>6</u> <u>8</u> <u>8</u>	X 0.10	= <u>  </u> <u>  </u> <u>  </u> <u>  </u> <u>  </u>
7.	Normal Working Hours Adjustment Factor (Secured Facilities Zone 2)	<u>1</u> <u> </u> <u>3</u> <u>3</u> <u>3</u> <u>9</u>	X 0.10	= <u>  </u> <u>  </u> <u>  </u> <u>  </u> <u>  </u>
8.	Other Than Normal Working Hours Adjustment Factor (Secured Facilities Zone 2)	<u>1</u> <u> </u> <u>3</u> <u>8</u> <u>8</u> <u>8</u>	X 0.10	= <u>  </u> <u>  </u> <u>  </u> <u>  </u> <u>  </u>
9.	Non Pre-Priced Task Adjustment Factor	<u>1</u> <u> </u> <u>1</u> <u>0</u> <u>0</u> <u>0</u>	X 0.10	= <u>  </u> <u>  </u> <u>  </u> <u>  </u> <u>  </u>
10.	<b>Sum the Extended Total column.</b>  <b>The Sum is the Award Criteria Figure.</b>			= <u>  </u> <u>  </u> <u>  </u> <u>  </u> <u>  </u>

1. Adjustment Factors and extended totals should be rounded to four (4) decimal places. Use conventional rounding methodology (i.e., if the number in the 5th decimal place is 0-4, the number in the 4th decimal remains unchanged; if the number in the 5th decimal place is 5-9, the number in the 4th decimal is rounded upward).
2. **The Other Than Normal Working Hours Adjustment Factor(s) must be greater than or equal to the Normal Working Hours Adjustment Factor(s).**
3. **The Non Pre-Priced Task Adjustment Factor must be greater than or equal to 1.0000.**
4. COUNTY reserves the right to correct arithmetic errors in the event of a discrepancy, the Adjustment Factors listed in the column titled "Adjustment Factor Proposed" shall take precedence and be used to calculate the extended totals.
5. The weighted percentages (x multiplier) presented above are only for calculating the Award Criteria Figure. There is no guarantee that the work ordered will be consistent with the weighted percentages. The Award Criteria Figure is only used to compare proposals. It is not used to prepare Price Proposals. When preparing Price Proposals, PROPOSER shall use one or more of the Adjustment Factors written above.
6. **PROPOSERS are hereby noticed that the CTC unit pricing does not include any overhead and profit.** PROPOSERS shall take this into account when submitting their Adjustment Factor(s). The Adjustment Factors must provide for PROPOSERS' overhead, profit, subcontracting costs, bonds, taxes, fringe benefits, financing, business risk, and any other costs other than the direct construction item in the catalog.



**ZONE 1** – All Clark County areas **WITHIN** a 20 mile radius from Clark County Government Center, 500 S. Grand Central Parkway, Las Vegas, NV 89155

**ZONE 2** – All Clark County areas **OUTSIDE** a 20 mile radius from Clark County Government Center, 500 S. Grand Central Parkway, Las Vegas, NV 89155

**EXHIBIT K  
APPRENTICE UTILIZATION WAIVER REQUEST FORM**

ATTACHED HERETO

RFP NO. 607639-25  
JOB ORDER CONTRACTING  
ATTACHMENT 6  
APPRENTICE UTILIZATION WAIVER REQUEST FORM

An apprentice utilization waiver must be submitted for approval at the time of project closeout. All waiver requests must include complete supporting documentation demonstrating a good faith effort to meet the applicable apprenticeship utilization requirements.

**Project & Contractor Information:**

Project Title:	
RPM Project Number:	
Purchase Order Number:	
PWP Number:	
General Contractor:	
Subcontractor:	
Nevada Contractor License #:	
Primary Contact Name:	
Phone:	Email:

**Waiver Request**

Pursuant to Section 14.5 of AB43, I hereby request a waiver from the requirement that at least 25% of the workers performing work under this job order contract be enrolled in or have graduated from a registered apprenticeship program.

**Justification for Waiver (Attach Supporting Documentation)**

Describe all efforts undertaken to recruit apprentices or recent graduates. Supporting documentation is required. Please be advised that contractors are required to request apprentices at least once every 30 days until one is obtained. Waiver requests will only be considered if accompanied by verifiable documentation demonstrating a good faith effort to comply with this requirement.

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Explain barriers encountered in meeting the requirement:

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**Certification**

I certify that the information provided above and in any attachments is true and complete to the best of my knowledge. I understand that submitting false or misleading information may result in the denial of this waiver and/or further action under NRS Chapter 338.

**AUA Compliance Acknowledgment**

I understand that approval of this apprenticeship waiver under the Job Order Contracting contract does not exempt me from compliance with the Apprenticeship Utilization Act as set forth in **NRS 338.01165**.

I acknowledge that all labor hours worked under this Job Order Contract must comply with the Apprenticeship Utilization Act requirements and will be reported to the Labor Commissioner for compliance monitoring. I understand that while apprentices used on this project may count toward AUA requirements, this waiver will not be recognized by the Labor Commissioner for AUA compliance.

Signature of Contractor Representative: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Title: \_\_\_\_\_

**For Public Body Use Only**

Waiver Approved     Waiver Denied

Reviewed by: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Comments:

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

