

CLARK COUNTY, NEVADA

CONTRACT FOR PURCHASE, INSTALLATION, REPAIRS & MAINTENANCE OF COUNTYWIDE ACCESS CONTROL SYSTEMS

CBE NO. 606007-21

PWP NO. CL-2023-41

JOHNSON CONTROLS, INC.
NAME OF FIRM
William J. Casiere
DESIGNATED CONTACT, NAME AND TITLE (Please type or print)
3645 West Oquendo Road, Suite 100 Las Vegas, Nevada 89118
ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
(702) 873-2200
(AREA CODE) AND TELEPHONE NUMBER
(702) 364-0184
(AREA CODE) AND FAX NUMBER
william.j.casiere@jci.com
E-MAIL ADDRESS

CONTRACT FOR PURCHASE, INSTALLATION, REPAIRS & MAINTENANCE OF COUNTYWIDE ACCESS CONTROL SYSTEMS

This Contract is made and entered into this _____ day of _____, 2022, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and JOHNSON CONTROLS, INC. (hereinafter referred to as PROVIDER), for Contract for Purchase, Installation, Repairs & Maintenance of Countywide Access Control Systems (hereinafter referred to as PROJECT).

WITNESSETH:

WHEREAS, PROVIDER has the personnel and resources necessary to accomplish Access Controls related projects throughout County in accordance with the terms and conditions of this Contract.

WHEREAS, PROVIDER 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.

NOW, THEREFORE, COUNTY and PROVIDER agree as follows:

SECTION I: TERM OF CONTRACT

COUNTY agrees to retain PROVIDER for the period from date of award through November 30, 2023, with the option to renew for 4, one-year -year periods subject to the provisions of Sections II and VIII herein. During this period, PROVIDER agrees to provide services as required by COUNTY within the scope of this Contract.

CONTRACT EXTENSION

COUNTY reserves the option to temporarily extend CONTRACT for up to ninety (90) calendar days from its expiration date for any reason. The current contract pricing shall remain in effect through the contract extension period.

SECTION II: COMPENSATION AND TERMS OF PAYMENT

A. Compensation

COUNTY agrees to pay PROVIDER for the performance of services described in the Scope of Work (Exhibit 1) and the Design Construction Specifications (Exhibit 2) and in accordance with (Exhibit 3) COFA form listed herein. COUNTY'S obligation to pay PROVIDER cannot exceed the amounts noted within the said Fee Schedule. It is expressly understood that the entire work defined in Exhibit 1 and Exhibit 2 must be completed by PROVIDER and it shall be PROVIDER'S responsibility to ensure that hours and tasks are properly budgeted so that each respective PROJECT associated with PROJECT is completed in accordance with the said Fee Schedule.

B. Terms of Payments

1. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved COUNTY.
2. COUNTY, at its discretion, may not approve or issue payment on invoices if PROVIDER fails to provide the following information required on each invoice:
 - a. The title of the PROJECT as stated in Exhibit 1, Scope of Work, COUNTY'S Contract Number, Project Number, Purchase Order Number, Invoice Date, Invoice Period, Invoice Number, and the Payment Remittance Address.
 - b. COUNTY'S representative shall notify PROVIDER in writing within fourteen (14) calendar days of any disputed amount included on the invoice. PROVIDER must submit a new invoice for the undisputed amount which will be paid in accordance with paragraph B.1 above. Upon mutual resolution of the disputed amount PROVIDER will submit a new invoice for the agreed to amount and payment will be made in accordance with paragraph B.1 above.
3. No penalty will be imposed on COUNTY if COUNTY fails to pay PROVIDER within thirty (30) calendar days after receipt of a properly documented invoice, and COUNTY will receive no discount for payment within that period.
4. In the event that legal action is taken by COUNTY or PROVIDER 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.

5. COUNTY shall subtract from any payment made to PROVIDER all damages, costs and expenses caused by PROVIDER'S negligence, resulting from or arising out of errors or omissions in PROVIDER'S work products, which have not been previously paid to PROVIDER. COUNTY shall not provide payment on any invoice PROVIDER submits after six (6) months from the date PROVIDER performs services, provides deliverables, and/or meets milestones, as agreed upon in Exhibit 1, Scope of Work and Exhibit 2- Design and Construction Specifications.
6. Invoices shall be submitted to the address specified on the Purchase Order(s).
7. COUNTY offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. PROVIDER will be provided information on how to enroll at time of award.

C. 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 PROVIDER.

SECTION III: SCOPE OF WORK

Services to be performed by PROVIDER for the PROJECT shall consist of the work described in the Scope of Work as set forth in Exhibit 1 and the Design and Construction Documents as set forth in Exhibit 2 of this Contract, attached hereto.

SECTION IV: CHANGES TO SCOPE OF WORK

- A. COUNTY may at any time, by written order, make changes within the general scope of this Contract and in the services or work to be performed. If such changes cause an increase or decrease in PROVIDER'S cost or time required for performance of any services under this Contract, an equitable adjustment limited to an amount within current unencumbered budgeted appropriations for the PROJECT shall be made and this Contract shall be modified in writing accordingly. Any claim of PROVIDER for the adjustment under this clause must be submitted in writing within thirty (30) calendar days from the date of receipt by PROVIDER of notification of change unless COUNTY grants a further period of time before the date of final payment under this Contract.
- B. No services for which an additional compensation will be charged by PROVIDER shall be furnished without the written authorization of COUNTY.
- C. For scope of work changes (or change orders) related to projects performed pursuant to this Contract, - PROVIDER shall:
 1. PROVIDER shall present to COUNTY for approval of any changes related to the scope of work of a project, including but not limited to, changes to material, completion schedule, and any other pertinent modifications which change the agreed upon scope between the parties. COUNTY reserves the right to request copies of invoices or any other documentation to review and evaluate scope of work changes (or change orders).
 2. No retroactive change to the scope of work (or change orders) will be approved by COUNTY.

SECTION V: RESPONSIBILITY OF PROVIDER

- A. It is understood that in the performance of the services herein provided for, PROVIDER 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, PROVIDER has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by PROVIDER in the performance of the services hereunder. PROVIDER 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.

- B. PROVIDER 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 PROVIDER'S associates and employees under the personal supervision of the Manager. Should the Manager, or any employee of PROVIDER be unable to complete his or her responsibility for any reason, PROVIDER must obtain written approval by COUNTY prior to replacing him or her with another equally qualified person. If PROVIDER fails to make a required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.
- C. PROVIDER has, or will, retain such employees as it may need to perform the services required by this Contract. Such employees shall not be employed by COUNTY.
- D. PROVIDER agrees that its officers and employees will cooperate with COUNTY in the performance of services under this Contract and will be available for consultation with COUNTY at such reasonable times with advance notice as to not conflict with their other responsibilities.
- E. PROVIDER will follow COUNTY'S standard procedures as followed by COUNTY'S staff in regard to programming changes; testing; change control; and other similar activities.
- F. PROVIDER shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all services furnished by PROVIDER, its subcontractors and its and their principals, officers, employees and agents under this Contract. In performing the specified services, PROVIDER shall follow practices consistent with generally accepted professional and technical standards.
- G. It shall be the duty of PROVIDER 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. PROVIDER will not produce a work product which violates or infringes on any copyright or patent rights. PROVIDER 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 PROVIDER shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of its work.
 - 2. COUNTY's review, approval, acceptance, or payment for any of PROVIDER'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 PROVIDER shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by PROVIDER'S performance or failures to perform under this Contract.
- H. All materials, information, and documents, whether finished, unfinished, drafted, developed, prepared, completed, or acquired by PROVIDER 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 PROVIDER 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. PROVIDER 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.
- I. 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.

SECTION VI: SUBCONTRACTS

- A. Services specified by this Contract shall not be subcontracted by PROVIDER, without prior written approval of COUNTY.
- B. Approval by COUNTY of PROVIDER'S request to subcontract, or acceptance of, or payment for, subcontracted work by COUNTY shall not in any way relieve PROVIDER of responsibility for the professional and technical accuracy and adequacy of the work. PROVIDER shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by PROVIDER'S subcontractor or its sub-subcontractor.
- C. The compensation due under Section II shall not be affected by COUNTY'S approval of PROVIDER'S request to subcontract.

SECTION VII: RESPONSIBILITY OF COUNTY

- A. COUNTY agrees that its officers and employees will cooperate with PROVIDER in the performance of services under this Contract and will be available for consultation with PROVIDER at such reasonable times with advance notice as to not conflict with their other responsibilities.
- B. The services performed by PROVIDER under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S representative, Jim Cook, RPM Operations Assistant Manager, telephone number (702) 455-3932, Email james.cook@clarkcountynv.gov or their designee. COUNTY'S representative may delegate any or all of his responsibilities under this Contract to appropriate staff members and shall so inform PROVIDER 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 PROVIDER. It is understood that COUNTY'S representative's review comments do not relieve PROVIDER from the responsibility for the professional and technical accuracy of all work delivered under this Contract.
- D. COUNTY shall assist PROVIDER 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. PROVIDER 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 PROVIDER.

SECTION VIII: TIME SCHEDULE

- A. Time is of the essence of this Contract.

SECTION IX: SUSPENSION AND TERMINATION

A. Suspension

COUNTY may suspend performance by PROVIDER under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to PROVIDER at least ten (10) business days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay PROVIDER its compensation, based on the percentage of the PROJECT completed and earned until the effective date of suspension, less all previous payments. PROVIDER shall not perform further work under this Contract after the effective date of suspension until receipt of written notice from COUNTY to resume performance. In the event COUNTY suspends performance by PROVIDER for any cause other than the error or omission of the PROVIDER, for an aggregate period in excess of thirty (30) business days, PROVIDER shall be entitled to an equitable adjustment of the compensation payable to PROVIDER under this Contract to reimburse PROVIDER for additional costs occasioned as a result of such suspension of performance by COUNTY based on appropriated funds and approval by COUNTY.

B. Termination

- 1. This Contract may be terminated in whole or in part by either party in the event of substantial failure or default of the other party to fulfill its obligations under this Contract through no fault of the terminating party; but only after the other party is given:
 - a. not less than ten (10) calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with the terminating party prior to termination.
- 2. **Termination for Convenience**
 - a. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after PROVIDER is given:
 - i. not less than ten (10) calendar days written notice of intent to terminate; and
 - ii. an opportunity for consultation with COUNTY prior to termination.

- b. If termination is for COUNTY'S convenience, COUNTY shall pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination, but no amount shall be allowed for anticipated profit on performed or unperformed services or other work.
- 3. Termination for Default
 - a. If termination for substantial failure or default is effected by COUNTY, COUNTY will pay PROVIDER that portion of the compensation which has been earned as of the effective date of termination but:
 - i. No amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - ii. Any payment due to PROVIDER at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of PROVIDER'S default.
 - b. Upon receipt or delivery by PROVIDER of a termination notice, PROVIDER shall promptly discontinue all services affected (unless the notice directs otherwise) and deliver or otherwise make available to COUNTY'S representative, copies of all deliverables as provided in Section V, paragraph H.
 - c. If after termination for failure of PROVIDER to fulfill contractual obligations it is determined that PROVIDER has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
- 4. Upon termination, COUNTY may take over the work and execute the same to completion by agreement with another party or otherwise. In the event PROVIDER shall cease conducting business, COUNTY shall have the right to make an unsolicited offer of employment to any employees of PROVIDER assigned to the performance of this Contract.
- 5. The rights and remedies of COUNTY and PROVIDER provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
- 6. Neither party shall be considered in default in the performance of its obligations hereunder, nor any of them, to the extent that performance of such obligations, nor any of them, is prevented or delayed by any cause, existing or future, which is beyond the reasonable control of such party. Delays arising from the actions or inactions of one or more of PROVIDER'S principals, officers, employees, agents, subcontractors, vendors or suppliers are expressly recognized to be within PROVIDER'S control.

SECTION X: INSURANCE

- A. PROVIDER shall obtain and maintain the insurance coverage required in Exhibit B incorporated herein by this reference. PROVIDER shall comply with the terms and conditions set forth in Exhibit B and shall include the cost of the insurance coverage in their prices.
- B. If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate Contract.

SECTION XI: NOTICES

Any notice required to be given hereunder shall be deemed to have been given when received by the party to whom it is directed by personal service, hand delivery, certified U.S. mail, return receipt requested or facsimile, at the following addresses:

TO COUNTY: Purchasing and Contracts
500 South Grand Central Parkway, 4th Floor
Las Vegas, Nevada 89155

TO PROVIDER: Johnson Controls Inc.
3645 W. Oquendo Rd, Suite 100
Las Vegas, Nevada 89118

SECTION XII: MISCELLANEOUS

A. Independent Contractor

PROVIDER acknowledges that PROVIDER and any subcontractors, agents or employees employed by PROVIDER 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 PROVIDER 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, PROVIDER agrees that it will not employ unauthorized aliens in the performance of this Contract.

C. Non-Discrimination/Public Funds

The BCC is committed to promoting full and equal business opportunity for all persons doing business in Clark County. PROVIDER acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. PROVIDER 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 PROVIDER in breach of the Contract, terminate the Contract, and designate PROVIDER as non-responsible.

D. Assignment

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

E. Indemnity

PROVIDER does hereby agree to defend, indemnify, and hold harmless COUNTY and the employees, officers and agents of COUNTY 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 PROVIDER or the employees or agents of PROVIDER in the performance of this Contract.

F. Governing Law

Nevada law shall govern the interpretation of this Contract.

G. Gratuities

1. COUNTY may, by written notice to PROVIDER, 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 PROVIDER or any agent or representative of PROVIDER 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 PROVIDER as it could pursue in the event of a breach of this Contract by PROVIDER; 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 PROVIDER 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 PROVIDER is subject to review by COUNTY to ensure contract compliance. PROVIDER 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 PROVIDER. 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.

I. Covenant

PROVIDER 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. PROVIDER 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

PROVIDER 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 PROVIDER 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. Subcontractor Information

PROVIDER shall provide a list of the Minority-Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Physically-Challenged Business Enterprise (PBE), Small Business Enterprise (SBE), Veteran Business Enterprise (VET), Disabled Veteran Business Enterprise (DVET), and Emerging Small Business Enterprise (ESB) subcontractors for this Contract utilizing the attached format (Exhibit 3). The information provided in Exhibit 3 by PROVIDER is for COUNTY'S information only.

M. Disclosure of Ownership Form

PROVIDER 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.

N. 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.

O. Force Majeure

PROVIDER 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. PROVIDER shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

P. 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.

Q. Non-Endorsement

As a result of the selection of PROVIDER to supply goods or services, COUNTY is neither endorsing nor suggesting that PROVIDER'S service is the best or only solution. PROVIDER 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.

R. 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.

S. LOCAL FACILITY

1. Service Station

PROVIDER shall maintain a local service station. The station shall be capable of servicing, repairing and installing component parts, troubleshooting, repairing and maintaining COUNTY'S equipment, to be verified by COUNTY'S representative. Non-compliance with this Section may result in termination of CONTRACT.

T. SERVICE PROVIDER REQUIREMENTS

1. PROVIDER'S employees performing under CONTRACT shall be qualified and fully certified to maintain equipment properly and to manufacturer's standards and specification, using all reasonable care, and acceptable workman-like practices.
2. PROVIDER'S employees assigned to perform under CONTRACT must have at least three (3) years of experience. Replacement employees must also meet the three (3) years of experience qualification unless PROVIDER receives a waiver in writing from COUNTY to approve an employee with less than three (3) years of experience.
3. PROVIDER is required to maintain all required licensing and certifications to provide services at all of COUNTY'S facilities contained herein.

U. DRUG-FREE WORKPLACE

PROVIDER agrees to comply with all applicable state and federal laws regarding a drug-free workplace. PROVIDER shall make a good faith effort to ensure that all of its employees, while working on COUNTY property, will not purchase, use, be under the influence of, or possess illegal drugs or alcohol or abuse prescription drugs in any way.

V. F.O.B. DESTINATION - FREIGHT PRE-PAID OPTIONAL

PROVIDER shall pay all freight charges. PROVIDER shall file all claims and bears all responsibility for the products from the point of origin to COUNTY'S destination. All prices shall be F.O.B. the delivery points as required. All prices shall include delivery, as well as any necessary unloading.

W. PARTIAL SHIPMENTS

Partial shipments will not be permitted, unless approved by COUNTY'S authorized representative.

X. TITLE AND RISK OF LOSS

The title and risk of loss of material or service shall not pass to COUNTY until material is delivered to the specific location, quantities are verified, and the material is inspected for damage or service is completed as specified.

Y. WARRANTY

PROVIDER warrants that the goods and services covered under this bid will conform to applicable specifications, instructions, drawings, data and samples, will be merchantable and of good material and workmanship, free from defects and will be fit and sufficient for the purposes intended. PROVIDER shall guarantee all workmanship, materials, and equipment they have furnished for a period of one (1) year after the final acceptance of the equipment or materials or for the length of the current manufacturer's warranty, whichever is longer. If during the guarantee period, any defect or faulty materials are found, it shall immediately, upon notification by COUNTY, proceed at its own expense to replace and repair same, together with any damage to all finishes, fixtures, equipment, and furnishings that may be damaged as a result of this defective equipment or workmanship. Acceptance or receipt of payment for goods or services shall not constitute a waiver of any warranty. In addition to the forgoing, PROVIDER will be responsible for the Warranty requirements identified in Exhibit 2, Section 01 78 36, Warranty.

Z. TRAINING

Training, in the form of orientation, shall be provided to COUNTY'S personnel, on an as-needed basis, by a qualified factory representative or the PROVIDER'S personnel, in the proper operation techniques, including care and maintenance of the product. This training shall take place at a location designated by COUNTY, at the PROVIDER'S expense.

AA. DAMAGED OR DEFECTIVE PRODUCTS

PROVIDER shall replace, at no cost to COUNTY, damaged or defective products within three (3) business day(s) after notice. This shall include freight and any and all other associated costs. Failure to do so will cause such products to be procured from another supplier. If the product is procured from another supplier, PROVIDER shall pay COUNTY any difference between the bid price and the price paid to the other supplier.

BB. PERMITS AND FEES

1. The Contract contains a reimbursement allowance for payment of all the permits and fees. The PROVIDER is responsible for obtaining all permits and fees and shall provide proof of payment for each with its payment requests. These items shall be a direct pass through to COUNTY with no added overhead or profit.
2. The PROVIDER 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. PROVIDER shall direct questions to the designated contacts specified in the Contract.

CC. LABOR

1. All labor rate line items in the Contract are for the purposes of securing labor rates for services no longer covered under the warranty period by which PROVIDER shall supply quotes for any services defined herein. All Invoices for repairs, diagnostic, and programming services shall be for actual time only. No minimum billing times for labor or travel time shall be allowed. COUNTY will not compensate PROVIDER for all portal-to-portal costs.
2. All invoices reflecting labor for repairs, diagnostic, and programming shall be prorated to the nearest fifteen (15) minute increment.
3. Materials not specifically identified within the Contract are to be billed at 25.94% percent off list price. Invoices shall reflect the breakout of labor and PROVIDER'S cost for material with allowable percentage discount.

4. All labor rates shall be reflective of services rendered in the contiguous Las Vegas Valley area. For services required outside of the Las Vegas Valley area, billing shall be reflective of actual time billed at the hourly rates contained herein plus mileage.

Mileage under CONTRACT shall be defined and set at the current U.S. GSA's CONUS rates for non-government owned vehicles at the time of travel. Current U.S. GSA CONUS rates breakdowns can be accessed on the following website: <http://www.gsa.gov/Portal/gsa/ep/home.do?tabId=0>.

Ex. (current CONUS rate) \$0.55 x 50 miles = \$27.50

DD. LABOR (SUBCONTRACTORS)

PROVIDER and all subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination. All work necessary to be performed after regular working hours on Saturday, Sundays or legal holidays, shall be performed without additional expense to COUNTY which was not completed in the agreed upon time frame shall be performed.

EE. REMOVAL OF EMPLOYEE

COUNTY reserves the right to request removal of any PROVIDER'S employee upon submitting proper justification, should such action be considered necessary to the best interests of COUNTY.

FF. FURNISHING SUPERVISION OF EMPLOYEES

PROVIDER shall furnish, at PROVIDER'S expense, the supervision required to insure the necessary management of his personnel, and the functions involved in the specifications.

GG. SAFETY REQUIREMENTS

The safety of PROVIDER'S employees or representatives and others in or around the area of repairs or maintenance is the responsibility of PROVIDER. PROVIDER, its employees and its representatives shall comply with the current 29 CFR 1910 OSHA General Industry Regulations. COUNTY will accept no responsibility or liability as a result of improper installation or workmanship. The immediate area, as well as equipment being maintained, will be clean and clear of safety hazards. Any hazard noticed by servicing personnel shall be immediately reported verbally, followed by a written statement to COUNTY'S representative. If barricades are needed to insure safety, the PROVIDER shall provide them at no cost to COUNTY.

1. General

- a. The PROVIDER shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. The PROVIDER 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, the PROVIDER shall follow the instructions of the Owner 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. The PROVIDER shall take all reasonable precautions for the safety of all employees on the Work and all other persons who may be affected thereby. The PROVIDER 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, if the PROVIDER encounters on the Project site material reasonably believed to be asbestos, lead, or polychlorinated biphenyl (PCB), that PROVIDER shall immediately stop work in the area affected and give notice to Owner and any other appropriate entity of the condition. Work in the affected area shall not be resumed without written direction by the Owner.

HH. RESPONSIBILITY FOR WORK SECURITY

1. PROVIDER shall at all times conduct all operations under CONTRACT in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. PROVIDER 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. PROVIDER shall continuously inspect all its work, materials, and equipment facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.
2. PROVIDER shall comply with all applicable laws and regulations. PROVIDER 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 PROVIDER of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner PROVIDER'S obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
3. PROVIDER shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to COUNTY in a timely manner.

II. PROHIBITED ACTIVITIES WHILE ON COUNTY'S PROPERTIES

The activities prohibited by PROVIDER'S employees during performance of services include but are not limited to the following: using COUNTY'S property and equipment (coffee pots, microwaves, radios, televisions, VCR's, refrigerators, calculators, computers, printers, fax machines, copy machines, etc.); eating COUNTY'S employees' food from the break rooms or elsewhere; placing personal or business, long distance and directory assistance phone calls, being under the influence of or use of alcohol or drugs while on COUNTY'S property is prohibited.

JJ. CX INGRESS AND EGRESS OF FACILITIES

PROVIDER'S employees must notify COUNTY'S representative before entering and exiting any of COUNTY'S facilities to perform all services. PROVIDER will be provided with a list of COUNTY'S representatives for each of COUNTY'S facilities.

KK. KEYS / ACCESS CARDS

PROVIDER shall have full responsibility for protection of all keys / access cards furnished to PROVIDER or PROVIDER'S employees. PROVIDER shall also be responsible for ensuring that COUNTY'S facilities are properly secured upon completion of performance of service, if such action is directed by COUNTY'S representative. PROVIDER shall be required to sign COUNTY'S form before the key(s) / access card (s) are issued and upon completion of CONTRACT or at COUNTY'S request shall surrender key(s)/ access card(s) and obtain documentation of compliance. Should PROVIDER fail to surrender all keys / access cards upon completion or termination of CONTRACT, PROVIDER shall be responsible for all costs associated with replacing these items.

LL. DAMAGE TO COUNTY PROPERTY

PROVIDER shall perform all work in such manner that does not damage COUNTY property. In the event damage occurs to COUNTY property or adjacent property by reason of services performed under CONTRACT, PROVIDER shall replace or repair the same at no cost to COUNTY. If damage caused by PROVIDER has to be repaired or replaced by COUNTY, the cost of such work shall be deducted from monies due PROVIDER.

MM. PERFORMANCE REQUIREMENTS

1. COUNTY considers PROVIDER to be an expert in the local, state and federal laws, regulations and codes applicable to the services described herein. When, in the opinion of PROVIDER, COUNTY is not in compliance with applicable laws, regulations, or codes, PROVIDER shall immediately notify COUNTY and make recommendations to bring the buildings, facilities or equipment up to standard. Furthermore the laws, regulations, and codes are to be recognized as a minimum allowable standard of such; and
2. All services performed, parts or material installed, and equipment used in the performance of services under CONTRACT shall be subject to inspection and testing by COUNTY to insure compliance with CONTRACT and industry standard. PROVIDER shall not charge processing fees for any warranty related work. Any services performed that are deemed by COUNTY not in conformity with the specifications of CONTRACT or industry standard shall require PROVIDER to perform services again within 24 hours issuance of notice at no additional cost to COUNTY. Consistent sub-standard performance or quality of work may result in the termination of CONTRACT. Consistent sub-standard performance or lack of adherence to safety standards shall result in the permanent removal of PROVIDER'S employees from performing work on COUNTY'S property.
3. WORK ORDERS
PROVIDER shall be issued work orders by COUNTY'S Facilities Help Desk. The work order in conjunction with a valid purchase order shall serve as PROVIDER'S authorization to perform services.
In the event additional services or repairs outside of those listed in the Service Specifications are required, PROVIDER shall provide COUNTY'S authorized representative with a quote for the services in accordance with the labor rates and material costs structure contained herein. Upon approval, COUNTY'S authorized representative will have a separate corrective work order issued authorizing the additional service(s) or repair(s) to be performed. After completion of ALL services, PROVIDER shall submit a copy of the completed work order(s) as back up to their invoice. The completed work order(s) shall consist of the notes indicating service(s) / repair(s) performed, the actual amount of time (hours/minutes) required to complete the service(s) / repair(s), date, name of technician, and any other pertinent information. All notes on work order form shall be comprehensive and legible. If work order contains illegible notes, a delay in the processing of invoices for payment may occur. All work orders shall be submitted to COUNTY within forty-eight (48) hours of completing services or repairs.

NN. PERFORMANCE STANDARDS

If any services performed are deemed not in conformity with the specifications and requirements of this CONTRACT, COUNTY shall have the right to require PROVIDER to perform the services again in conformity with said specifications and requirements at no additional cost to COUNTY.

OO. BUILDING SECURITY

PROVIDER shall be responsible for securing all buildings, offices, and facilities at the time of their service. Failure to comply shall make PROVIDER responsible for all losses of COUNTY property.

PP. ENFORCEMENT OF "LOCK-DOOR" POLICY

All locked doors are to remain locked at all times. PROVIDER'S employees are not allowed to open any doors for anyone.

QQ. CORRECT USE OF ALARM SYSTEM

At the time the alarm codes are furnished to PROVIDER, COUNTY will give instructions to PROVIDER as to the proper use and procedures of the alarm system. After that time, PROVIDER shall be responsible for the proper utilization of the alarm system during the time they are performing any afterhours services. In the event the alarm is activated through the negligence of PROVIDER, any charges billed to COUNTY for the false alarm shall be charged back to PROVIDER in the form of a credit against their monthly invoice.

RR. PROTECTION OF KEYS AND ALARM CODES

One set of keys will be provided to PROVIDER by COUNTY. PROVIDER shall be fully responsible for the protection of keys and alarm codes. If services at the site are performed after hours, PROVIDER shall be responsible for properly locking the building and to properly set the alarm system.

COUNTY must be notified immediately upon the termination for any reason of an employee performing work under CONTRACT. Should the set of keys allotted to PROVIDER become lost or stolen, or otherwise compromised, PROVIDER shall notify COUNTY immediately. COUNTY reserves the right to have the corresponding locks re-keyed and the alarm codes changed at PROVIDER'S expense.

SS. SERVICE WORKERS' BACKGROUND INVESTIGATION

Within ten (10) calendar days of award, SUCCESSFUL BIDDER shall provide COUNTY'S representative with a list of the names of all personnel who will be working at COUNTY'S facilities, including all of SUCCESSFUL BIDDER'S owners and officers.

SUCCESSFUL BIDDER'S employees working at COUNTY'S buildings or facilities must be able to pass a SCOPE and NCIC background check to perform work, as appropriate. All record checks shall be available immediately upon request by COUNTY'S representative. Requests shall be dated no more than sixty (60) calendar days prior to request. COUNTY reserves the right to deny SUCCESSFUL BIDDER'S employee access to COUNTY'S site because of an unsatisfactory result on the SCOPE or NCIC background check of that employee. COUNTY further reserves the right to reject the low Bidder if Bidder's owner's or officer's record check is unacceptable.

After the Records Check has been given to COUNTY'S representative for review and has been approved by COUNTY, SUCCESSFUL BIDDER shall be responsible for supplying all personnel accessing COUNTY'S facilities, with a Clark County Supplier Identification Badge, which shall be worn in a visible place on the person at all times when on COUNTY'S property. Some facilities may require SUCCESSFUL BIDDER'S employees to swipe their badges for access. SUCCESSFUL BIDDER shall be responsible for obtaining new Record Checks and Clark County Supplier Identification Badge(s) for any new employee that will be assigned to accessing COUNTY'S facilities. The same protocol for approval applies. SUCCESSFUL BIDDER'S employees no longer assigned to perform services shall surrender their identification badge for immediate return to COUNTY for deactivation. SUCCESSFUL BIDDER shall be responsible for all fees associated with obtaining the badges and record checks. Clark County Supplier Identification badges and access cards remain the property of Clark County. Each is separately issued to an individual and cannot be shared or transferred. Misuse of identification and access cards may be cause for termination of CONTRACT.

Clark County Supplier Identification Badge is valid for only one (1) year from date of issue. SUCCESSFUL BIDDER'S employees shall contact designated representative to coordinate SCOPE and NCIC background checks and for Supplier Badge issuance annually. SUCCESSFUL BIDDER'S employees will not be allowed entry into COUNTY'S facilities with an expired Supplier Identification Badge.

Failure to follow this procedure may result in termination of CONTRACT.

TT. INSPECTION OF EQUIPMENT USED

All equipment used to perform the required services, shall be subject to inspection and test prior to and during the performance of CONTRACT by COUNTY to ensure the use of equipment that meets the "standards of the industry," both in safety and suitability as generally recognized and in conformity to established practice in the area of the specific services being performed. Use of unsatisfactory equipment will be considered unsatisfactory performance.

UU. THIRD PARTY INSPECTIONS

Where COUNTY may be limited in access or experience to perform inspections and tests necessary to ascertain that the requirements of CONTRACT are being fulfilled, COUNTY reserves the right to contract with a third party recognized by industry standards as qualified to perform maintenance audits. PROVIDER shall receive a copy of the official findings of all maintenance audits from COUNTY within thirty (30) calendar days of COUNTY'S receipt of documents or prior to COUNTY'S demand for corrective action.

Should the maintenance audit determine that performance by PROVIDER has been below the industry standard or not in compliance with the terms and conditions of CONTRACT, COUNTY reserves the right to seek reimbursement of the third party inspection costs from PROVIDER. Failure of PROVIDER to reimburse COUNTY within thirty (30) calendar days of COUNTY'S demand for reimbursement may result in COUNTY invoking liquidated damages or termination of CONTRACT.

VV. DISPUTES

Any dispute relating to CONTRACT after award shall be resolved through good faith efforts upon the part of PROVIDER and COUNTY. At all times, PROVIDER shall carry on the work and maintain his progress schedule in accordance with the requirements of CONTRACT and the determination of COUNTY, pending resolution of any dispute.

WW. AIR POLLUTION

PROVIDER shall so perform its work as not to discharge into the atmosphere from any source whatever 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 including, but not limited to: Nevada Revised Statute 445: Air Quality Regulation; registering with the Clark County Health Department, Air Pollution Board any equipment requiring operating permits by said Board; and adhering to all Clark County Air Pollution Board Regulations.

XX. STORAGE OF MATERIALS

PROVIDER is responsible for storage of any materials. COUNTY is not responsible for loss or damage to materials, tools, appliances, or work arising from acts of theft, vandalism, malicious mischief or other causes.

YY. CLEANING UP

PROVIDER shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, PROVIDER shall promptly remove all of its equipment, 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 payment is made, PROVIDER shall, at its expense, satisfactorily dispose of all plant, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and PROVIDER shall leave the premises and work site in a neat, clean and safe condition. In the event of PROVIDER'S failure to comply with the foregoing, COUNTY may accomplish the same at PROVIDER'S expense.

ZZ. PREVAILING WAGES

1. All projects performed pursuant to this Contract shall be prevailing wage jobs.
2. The PROVIDER 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. The PROVIDER 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. Bidders 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, 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 first **36 months** of the project. thereafter SUCCESSFUL BIDDER will use the current prevailing rates of wages in effect at the time the work is performed. **Please note that if a change order causes a contract to exceed \$100,000, the Owner will audit the entire contract period.**

3. In accordance with NRS 338.013.3, the PROVIDER shall report to the Labor Commissioner and the Owner the name and address of each subcontractors performing work on the project within 10 days after the subcontractors commences work on the project and the identifying (PWP) number for the public work.
4. In accordance with NRS 338.060 and 338.070, the PROVIDER shall forfeit as a penalty to the Owner, amounts specified in NRS 338.060, for each calendar day or portion thereof that each workman employed on the Owner's project is paid less than the designated rate for any work done under the contract by the PROVIDER or any Subcontractors under it. If the PROVIDER or any Subcontractors on the project fails to submit the certified payroll reports to the Owner within **(15) calendar days** after the end of the month, the PROVIDER shall forfeit as a penalty to the Owner, amounts specified in NRS 338.060, for each calendar day or portion thereof for each workman employed on the project during the reporting period. The Labor Commissioner shall establish a sliding scale based on the size of the PROVIDER's business to determine the amount per worker per day to be imposed.
Any PROVIDER or Subcontractors, 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 PROVIDER shall reimburse Owner for all costs associated with wage complaint investigations for the project, including but not limited to, actual staff time, materials used, and attorney's fees.
5. In accordance with NRS 338.070, PROVIDER and each Subcontractors shall keep or cause to be kept:
 - a. An accurate record showing for each worker employed by the PROVIDER or Subcontractors;
 - i. The name of the worker;
 - ii. The occupation of the worker;
 - iii. 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
 - iv. The actual per diem, wages, and benefits paid to the worker; and
 - b. An additional accurate record showing for each worker employed by the PROVIDER or Subcontractors who has a driver's license or identification card;
 - i. The name of the worker;
 - ii. The driver's license or identification card number of the worker; and
 - iii. 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 the Owner. The PROVIDER, 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 the Owner 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**. The PROVIDER, or any Subcontractors 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 the PROVIDER and each Subcontractors shall be submitted to the Owner 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.

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

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

Each PROVIDER and every lower-tier subcontractors will be required to submit certified payrolls and other labor compliance documentation electronically at the discretion of and the manner specified by Clark County. Each PROVIDER and subcontractors will be given a Log On identification and password to access the Clark County reporting system at www.LCPtracker.net. In the event that electronic reporting is not required for a project, the PROVIDER will be notified after the award of the contract.

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. The PROVIDER'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 subcontractors and supplier/vendor required to provide labor compliance documentation.

The PROVIDER and each Subcontractors are required to submit a copy of the record for each calendar month to the Owner **no later than 15 calendar days** after the end of the month for the purposes of public inspection. PROVIDER 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. A PROVIDER shall not withhold from a subcontractors the sums necessary to cover any penalties withheld from the PROVIDER by the public body because the PROVIDER failed to submit certified payroll reports within 15 calendar days after the end of the month if the Subcontractors provided certified payroll reports to the PROVIDER within 10 calendar days after the end of the month or the date agreed upon by the PROVIDER and Subcontractors. The PROVIDER shall submit the Owner's copy of its certified payroll and the certified payroll of each of the subcontractors performing work on the project, utilizing LCPtracker or the PROVIDER 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.

AAA. LABOR

1. Wages paid under this contract shall conform with Davis-Bacon Act of March 3, 1931 amended (46 Stat.1494, as amended, 40 U.S.C. 276a) as supplemented by Department of Labor Regulations (29-CFR, Part 1, 3 & 5). Where Nevada State Wage Rates and General Wage Rates are not equal, the PROVIDER will be required to pay the higher prevailing rate. A copy of latest State/Federal Wage Decision is attached.
2. The PROVIDER 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. All work necessary to be performed after regular working hours, on Sundays or legal holidays, shall be performed without additional expense to the Owner.
3. The PROVIDER shall comply with the requirements of NRS 338.020 and post in a generally visible place to the workmen, the applicable State/Federal Wage Decision.

4. The PROVIDER hereby agrees to forfeit as a penalty to the Owner, an amount as specified by the Nevada State Labor Commissioner for each workman employed, for each calendar day or portion thereof, that such workman is paid less than the designated rate for any works done under the contract, by their or any subcontractors under them, pursuant to NRS 338.060.
5. The PROVIDER shall comply with the Copeland Anti-Kick Back Act (18 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each PROVIDER or Subcontractors shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.
6. The PROVIDER and each subcontractors are required to submit a copy of their certified payroll reports weekly to the Owner for the purposes of public inspection. The PROVIDER and each subcontractors shall submit the Owner's copy of their certified payroll reports to the following:

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

BBB. MAN HOUR REPORTS

PROVIDER shall provide COUNTY'S authorized representative with documentation identifying actual labor hours for each project attested to by authorized PROVIDER Manager or authorized representative. At a minimum, this documentation shall identify the project name, purchase order number associated with the project, date, full name of employee(s) and the number of hours worked, and description of services performed for that calendar day. This documentation shall be completed prior to the PROVIDER leaving the site. This documentation shall be provided to COUNTY's authorized representative within 24 hours utilizing one of the following methods identified by the COUNTY'S authorized representative: hand deliver, fax, or email. In addition, PROVIDER'S MANAGER/AGENT shall provide the said documentation along with the corresponding invoice(s) for the respective project.

Furthermore, PROVIDER will also be responsible for providing "man hour" type reports, reports to be approved by COUNTY, for services associated with Project Coordination when submitting invoices for costs associated with the foregoing.

CCC. Price Adjustment Requests

Commencing on date of award, prices shall not be subject to change during the initial CONTRACT term, thereafter, there may be price adjustments. All price adjustment requests, including suitable proof, shall be submitted, at least thirty (30) calendar days in advance of PROVIDER'S expectation of price increase commencement, to the Clark County, Nevada, Administrative Services Department, Purchasing Manager, 500 South Grand Central Parkway, Las Vegas, Nevada 89155. Price increases shall not be retroactive. A price adjustment can only occur if PROVIDER has been notified in writing of COUNTY'S approval of the new Price(s). Only one (1) written price adjustment request(s) will be accepted from PROVIDER per CONTRACT renewal term. The reference months/period and indexes to be used to determine price adjustments will be the most recent published index between 14-16 months prior (using the final index) and 2-4 months prior (using the first-published index) to the anniversary date of the Contract, using the price index specified below.

Producer Price Index (PPI): Government Purchased Capital Equipment Series ID: WPUFD41322 will be used as the index for the price adjustments. The price adjustment per year may be the lesser of the percent of CPI or PPI change or three (3) percent for an increase or decrease.

- ☐ Suitable Proof:
Print-out of PPI index and calculated increase, Letter from Manufacturer/ Distributor.
- ☐ Drastic Market Conditions
Should drastic market conditions occur which dictate a significant price increase of any line item(s) during the term of Contract, COUNTY may consider these increases in addition to the allowed increases, providing PROVIDER submits written documentation and suitable proof by line item to COUNTY requesting permission and explaining in detail the unforeseen circumstances predicated the request to increase pricing. Suitable proof shall be required as defined above. A significant price increase means a change in price from the date of the last price increase, to the date of performance by an amount exceeding 10 percent. General industry correspondence with regards to market conditions are not suitable proof.
- ☐ Price Decrease
COUNTY shall receive the benefit of a price decrease to any line item at any time during the initial CONTRACT term and for any subsequent term(s) if the decrease exceeds 10 percent of Contract price. If, at the point of exercising the price adjustment provision, market media indicators show that the prices have decreased, and that PROVIDER has not passed the decrease on to COUNTY, COUNTY reserves the right to place PROVIDER in default, terminate Contract, and such actions will reflect adversely against PROVIDER in determining the responsibility and non-responsibility of PROVIDER in future opportunities.
- ☐ Multiple Line Items
When multiple line items exist, the price adjustment must be justified on a line-by-line basis, not on the grand total.

DDD. Companies that Boycott Israel

PROVIDER 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.

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

PROVIDER:

JOHNSON CONTROLS, INC.

By: _____

Lance Pelton
Lance Pelton
Vice President & Area GM

8/30/2022

DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON
District Attorney

By: _____

Elizabeth A. Vibert

ELIZABETH A. VIBERT
Deputy District Attorney

Oct 15, 2022

DATE

EXHIBIT 1
CONTRACT FOR PURCHASE, INSTALLATION, REPAIRS & MAINTENANCE OF COUNTYWIDE ACCESS
CONTROL SYSTEMS
SCOPE OF WORK

A. GENERAL - COUNTY requires PROVIDER to collectively provide the following services, on an as needed basis:

1. Installation, repairs, maintenance, parts and ancillary services associated with COUNTY's access control system.

B. CUSTOMER SERVICE

1. PROVIDER shall at a minimum comply with the following Customer related services needs of the COUNTY in regard to but not limited to the following and these services shall be provided at no cost to COUNTY:
 - a. Be available by phone or email at a minimum, from **7:00 a.m. to 7:00 p.m. PST Monday through Sunday**.
 - b. At a minimum, shall respond to inquiries within one business day from receipt of message or email.
 - c. Have a thorough understanding of the services and full range of products offerings.
 - d. Be responsible for coordinating with COUNTY representative, visiting COUNTY location(s) (when applicable) and obtaining the appropriate information from COUNTY representative and providing a quote, including any applicable drawings or documentation, for products and services requested by COUNTY representative.
 - e. PROVIDER shall use the "Cost of Forcer Account" COFA (Exhibit 3) form to provide all quotes to County. Reference Attachment A. At a minimum, quotes provided to COUNTY shall clearly identify product, description, unit price, description of each type of labor related service to be provided, estimated number of hours to complete each respective service, building names and address, door number (if available), and any other information deemed necessary or requested by COUNTY authorized representative in the COFA (Exhibit 3).
 - f. Professionally cooperate with COUNTY's key points of contact such as authorized COUNTY representative(s), employees, third party consultants, architects, and PROVIDERs.
 - g. Document, track, and submit all necessary reporting, documentation, critical scheduling dates, status reports and any other additional reporting requirements as requested.
 - h. Be responsible for comprehensive site/conditions review, including logistics, critical field dimensions, building procedures, and advising COUNTY of existing or potential site concerns.
 - i. Provide advance notice of site deliveries and compliance with location delivery requirements.
 - j. On site supervision whenever onsite work is occurring and insuring work is completed in accordance with scope of project and in accordance with Contract. PROVIDER shall be available by cellular phone and/or radio 24-hour a day, 7-day a week basis throughout any project. If PROVIDER is unavailable as identified, PROVIDER shall appoint a lead installer, with the authority and capacity to make decisions or receive instructions and react accordingly, for each specific project and inform the COUNTY's authorized representative of such change.
 - k. Ensuring daily man hour reports are satisfactorily completed and submitted to the COUNTY's authorized representative in accordance with paragraph WW – Man Hour Report.
 - l. Attend all project meetings, i.e., pre-installation, progress, coordination, close out, and other meetings as deemed necessary by COUNTY as identified within Exhibit 2, Section 01 31 19.

C. GENERAL REQUIREMENTS

1. In addition to the requirements herein, PROVIDER shall adhere to the requirements identified within the following Exhibits, incorporated herein by this reference, which are attached hereto for the projected identified herein and all additional respective projects hereafter which are associated with the installation, repairs, maintenance, and all other ancillary services associated with COUNTY's access controls system: Exhibit 2 – Design and Construction Division specifications.

2. Comply with any drawings provided to PROVIDER from COUNTY or Consultant Design Professional
 - a. All personnel engaged in the installation of this Section shall have at least three (3) years direct experience with devices, equipment, programming and system installations of the type and scope specified herein.
 - b. PROVIDER shall provide all labor, material, cables, hardware, and equipment and labeling for the satisfactory completion to repair, maintain, and/or the installation of an Access Controls System, and all incidentals, to provide in accordance with the specification herein and attached hereto, for the completion and the fully operational turnkey Access Controls System collectively as a whole for each of the following locations and all additional locations integrated into the Access Controls System as-needed by COUNTY.
 - c. PROVIDER shall be required to provide all required training on the access controls system required herein.
 - d. PROVIDER shall be flexible and agree to cooperate with the COUNTY'S schedule at all times.
 - e. Installation of Access Control Systems by PROVIDER shall be in accordance with all local and state regulations, ordinances, rules, codes, standards and lawful orders of public authorities bearing on performance of the Work.
 - i. If PROVIDER fails to meet the requirement of Paragraph C (6), above, shall make all necessary corrections to meet said regulations, codes, and standards at no cost to COUNTY. PROVIDER shall complete all applicable corrections within 3 business days from notification from COUNTY or authority having jurisdiction.

D. PROJECT TIME SCHEDULE

1. Time is of the essence of this Contract
2. PROVIDER shall complete COUNTY project(s) in accordance with specification identified herein and any additional requirements of each respective project, and within the timeframe required and mutually agreed upon by all parties.
3. If the PROVIDER performance of services is delayed, PROVIDER shall notify County's representative in writing of the reason(s) for the delay and prepare a revised schedule for the project. The revised schedule is subject to COUNTY's written approval.
4. In the event that PROVIDER fails to complete the PROJECT within the time specified in the Contract, or with such additional time(s) as may be granted by formal Amendment, or fails to execute the work or any separable part thereof, with such diligence as will insure completion within the time(s) specified in the contract or any extensions thereof, PROVIDER shall pay to COUNTY, as liquidated damages, the sum of all expenses incurred by COUNTY due to PROVIDER negligence for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by COUNTY in completing the work.

E. PRODUCT REQUIREMENTS

1. All products offered by PROVIDER to COUNTY shall meet or exceed applicable test, safety, and performance industry standards and any applicable Local, State, and Federal laws, regulations and codes applicable to access control systems.
2. PROVIDER shall guarantee that the product provided to COUNTY shall be new, and of the latest and most improved model of current production and shall be of first quality as to workmanship and materials used in said units. A new product is defined as a product that is made up completely of unused, genuine, original parts. The product shall not have been operated for any purpose other than routine operational testing. A demonstrator product does not meet this definition and is not acceptable.
3. PROVIDER shall notify COUNTY of any discontinuation products in accordance with the PROVIDER'S standard warranty policy or **180 calendar days**, whichever is greater.

F. SERVICE AND INSPECTION INSTRUCTIONS

The product may be inspected at time of delivery, by an authorized representative of COUNTY, for workmanship, appearance, proper functioning of all equipment and systems, and conformance to all other requirements of this specification. In the event deficiencies are detected, the product will be rejected to make the necessary repairs, adjustments or replacements. Payment and the commencement of a discount period (if applicable) will not be made until the corrective action is made and the product is re-inspected and accepted. If the product is accepted at delivery and later rejected because of deficiencies, it shall be the dealer's responsibility to pick up the product, make the necessary corrections and redeliver the product for re-inspection and acceptance at no additional cost to COUNTY.

G. REPAIRS, INSTALLATION, INTEGRATION, PROGRAMMING SERVICES ("Services")

General Requirements:

1. When requested and or required, PROVIDER shall provide repairs, installation, integration, programming and all ancillary services which shall include, but not limited to the following services identified within the Contract and Exhibit 2, where applicable:
2. All labor shall be furnished by PROVIDER. PROVIDER will be reimbursed for labor (other than administrative support) dedicated solely to the particular project and only for the hours rendered at the project site in accordance with **Exhibit 3** COFA form, labor rates, except as otherwise provided elsewhere in the Contract. **SUCCESSFUL PROVIDER** will not be reimbursed for providing estimates, general superintendent, general foreman, field supervision, mobilization or transportation to and from the job site.
3. Services to be performed during COUNTY normal working hours, when applicable, which is **Monday through Thursday, 7:30 a.m. to 5:30 p.m. PST**, excluding COUNTY holidays in accordance with NRS 236.015.
4. PROVIDER shall provide Services in accordance with manufacturer's specifications, supplemental instruction provided by COUNTY or COUNTY's Design Consultant Professional and within the agreed upon timeframe of COUNTY.
5. PROVIDER shall be responsible to ensure that a final cleaning will be completed prior to acceptance or the final walk-through, whichever is applicable, and shall include vacuuming of carpet or broom sweeping of solid surface flooring, and any other cleaning required or has deemed necessary by COUNTY.
6. PROVIDER shall work cooperatively with COUNTY and participate in the final walk-through inspection and provide a punch list of incidental work to be included, when applicable. Punch List shall include, but not limited to, a list of any missing, incorrect, or damaged items and other services that still have not been completed or need revising as deemed necessary by COUNTY's authorized representative.
7. PROVIDER will not be compensated for repairs related services for product which are under warranty.
8. PROVIDER will provide service ticket that identifies arrival/departure times, names of technicians, hours worked, and a thorough description of work performed, and any additional information requested by COUNTY, for repair, installation, integration, and programming services.
9. Before performing repair, installation, integration, and programming work, the PROVIDER shall submit a proposal of the work via electronic email transmission to the COUNTY's representative within seven (7) calendar days or a mutually agreed upon time frame after receiving the request. If the estimate is acceptable, COUNTY will issue a Purchase Order or Work Order including scope of work to the PROVIDER authorizing the work to be completed. Work shall be performed within seven (7) calendar days of the request or a mutually agreed upon time by the parties.
10. If, while performing work, the PROVIDER anticipates that the costs will exceed the total amount of the work order, the PROVIDER shall notify COUNTY and submit a revised proposal via electronic email transmission to the COUNTY's representative for the additional work. If the estimate is acceptable, COUNTY will issue an adjustment to the work order or Purchase Order.

11. In the event of any work that is performed by PROVIDER's employee(s) and subcontractor's employee(s), and is unacceptable to COUNTY's representative, PROVIDER shall perform the work again, at no additional cost to the COUNTY, until acceptable to COUNTY's representative. COUNTY reserves the right to not allow a PROVIDER's employee(s) to work on any of the COUNTY's sites because of poor performance.

H. Specific Requirements:

1. In addition to the requirements herein, PROVIDER shall provide, but not limited to, the following services:
 - a. PARTS AND EQUIPMENT
 - i. Card access Systems parts and equipment must be compatible with COUNTY's existing **PEGASYS 2000 system** and future software updates to the PEGASYS SYSTEM centrally located at the Clark County Government Center, 500 South Grand Central Parkway, Las Vegas, Nevada 89155. COUNTY's authorized representative requires the purchase of parts and equipment in order to support the system, as needed, in accordance with **Exhibit 3 – COFA form**.
 - ii. PROVIDER shall furnish COUNTY Card access Systems parts and equipment, and shall provide, at COUNTY's request, the complete PROVIDER's Access Controls System electronic sales catalog and manufacturer's price list.
 - b. REPAIR SERVICES
 - i. The services requirements provided for repair related services shall be provided at no charge if the system hardware is under Warranty as identified within this Contract.
 - ii. When requested and or required, PROVIDER shall provide repair services, by a P2000-certified personnel which shall show proof of certification to COUNTY's representative prior to performing any work, which shall include, but not limited to the following services identified herein and in **Exhibit 2**, where applicable.
 - c. ON-SITE INSTALLATION, INTEGRATION, AND PROGRAMING WORK
 - i. PROVIDER shall perform all installation, integration, and programming work in accordance with the manufacture's specification and in accordance with the Contract specifications identified herein including Exhibit 2.
 - ii. COUNTY reserves the right to provide any material, products, and equipment associated with COUNTY's Access Control System (e.g. card readers, electronic locking hardware). PROVIDER will install the COUNTY provided materials, products and equipment in accordance with the manufacture's specifications. PROVIDER will receive no payment for any costs, overhead, or profit arising for the value of the COUNTY provided materials, products, and equipment.

I. DIAGNOSTIC AND REPAIR CALL-OUT SERVICES

1. The services requirements provided in this section shall be provided at no charge if the system hardware, and/or the system hardware at fault are under Warranty as identified within this Contract.
2. If Access Controls System is no longer under warranty, PROVIDER shall provide a proposal in accordance with Paragraph B, Customer Service, Item No. 1, subsection E, via facsimile or electronic email transmission to the COUNTY's representative within seven (7) calendar days after receiving the project scope of work or within a mutually agreed upon time frame.
 - a. If the proposal is acceptable, COUNTY will issue a work order to the PROVIDER authorizing repair work. Items shall be repaired to original product specifications, and shall be warranted in accordance with Paragraph V, Warranty. Items that were replaced by PROVIDER shall be returned to COUNTY within five seven (7) calendar days after the work is completed.

3. When requested and or required, PROVIDER shall provide diagnostic/troubleshooting services, by a P2000-certified personnel which shall show proof of certification to COUNTY's representative prior to performing any work, which shall include, but not limited to the following services identified herein and in **Exhibit 2**, where applicable: Shall utilize problem solving methods and systematic procedures in accordance with manufacturer's specifications and best practices to determine the source of the problem(s), malfunction(s) or symptom(s) with the access controls system and all system hardware so that it can be solved and in turn restore the system (Access Controls System and all system hardware) to its fully operational state. Any equipment, hardware, or the like that needs to be replaced as a result of the diagnostic check which is no longer under warranty, the pricing and installation of the said items will be in accordance with the COFA form, including the balance of line discount method, which will only be performed by PROVIDER if the Proposal is accepted by COUNTY as identified within Paragraph (2) (a), above.
4. PROVIDER shall have twenty-four (24) hours per day, seven (7) days per week answering service, 365 days a year. PROVIDER'S representative shall contact COUNTY'S designated representative within 15 minutes to acknowledge receipt of emergency call back.
5. Any equipment, hardware, or the like that requires replacement as identified herein will be completed within 24 hours of arriving on site for Normal and Emergency Response Time Requirements
6. PROVIDER will provide service ticket that identifies arrival/departure times, names of technicians, hours worked, and a thorough description of work performed, and any additional information requested by COUNTY.
7. PROVIDER shall maintain the necessary inventory of parts and materials required to meet the performance timeframes of CONTRACT. All invoices for diagnostic services shall have a breakout for labor associated with the said services and all equipment costs (which includes all installation and integration costs) separately. COUNTY recognizes the vast variation of parts required to maintain numerous buildings and facilities for COUNTY. If a service call requires overnight shipping to meet the performance timeframes of CONTRACT, PROVIDER shall obtain approval, in the form of an e-mail or fax, from COUNTY'S designated representative in order for shipping to be reimbursed. The invoice shall breakout, labor costs associated with diagnostic services, parts, shipping in this case. COUNTY will only pay shipping for the items pertinent to the referenced service call.
8. Liquidated Damages - In case of failure on the part of the PROVIDER to deliver the product or service within the time specified within this section, or with such additional time as may be granted by the formal action of COUNTY, PROVIDER shall pay to COUNTY, as liquidated damages, \$100 per occurrence for not meeting the performance requirements in this section. This sum shall be considered as reimbursement, in part, to COUNTY for the loss of the use of the items agreed to in this document. The liquidated damages shall be deducted from the next invoice from PROVIDER or billed to PROVIDER directly. This shall not preclude the recovery of any other damages which can be reasonably estimated.

J. NORMAL RESPONSE TIME FOR DIAGNOSTIC AND REPAIR CALL-OUT SERVICE REQUIREMENTS:

1. Las Vegas Valley Area: Normal Response time for diagnostic call-out services to be on site, for call-out or call-back services in the Las Vegas Valley area shall complete diagnostic services and any applicable repairs within 24 hours from the time COUNTY'S designated representative calls the 24-hour service number. If requested at time of call out or call back, PROVIDER'S representative shall provide an estimated time of arrival to COUNTY'S designated representative.
2. Rural Areas: The response time for rural areas for diagnostic call-out services to be on site, for call-out or call-back services shall be 48 hours to be on site to complete the repair from the time designated representative calls the 24-hour service number. If requested at time of call out or call back, PROVIDER'S representative shall provide an estimated time of arrival to COUNTY'S designated representative.
3. COUNTY will provide PROVIDER with a list of designated COUNTY'S employees authorized to request after hour services.
4. PROVIDER shall ensure that should service call or repair not be completed in a timely manner, PROVIDER shall secure the building or facility until such a time as repair / services can be completed. At all times, PROVIDER shall notify COUNTY'S representative prior to leaving COUNTY'S premises of actions taken.

K. EMERGENCY RESPONSE TIMES FOR DIAGNOSTIC CALL-OUT SERVICE REQUIREMENTS

1. Emergency Response time for Diagnostic call-out services shall be available on a twenty-four (24) hour basis. PROVIDER shall maintain the staff required to respond to multiple call-outs, if required.
2. An emergency request shall be defined as a system or portion of a system failure that affects building safety, security, and operation of critical components or card access failure.
3. PROVIDER shall be on-site to complete diagnostic service requirements and applicable repairs within four (4) hours after being notified by COUNTY that a building or facility, within the Las Vegas Valley and six (6) hours for locations rural areas. If the SUCCESSFUL BIDDER cannot be on-site within the said time, PROVIDER shall notify COUNTY in writing to include estimated time of completion. In these instances, COUNTY reserves the right to procure services from another Supplier. Any additional costs incurred by COUNTY above and beyond PROVIDER'S price will be credited to COUNTY on PROVIDER'S next invoice.
4. PROVIDER shall ensure that should service call or repair not be completed in a timely manner, PROVIDER shall secure the building or facility until such a time as repair / services can be completed. At all times, PROVIDER shall notify COUNTY'S representative prior to leaving COUNTY'S premises of actions taken.

L. SOFTWARE SERVICE REQUIREMENTS

1. PROVIDER shall notify the COUNTY as reasonably possible of any software or firmware updates to the software contained on the COUNTY Access Control System (Pegasus P2000).
2. PROVIDER shall provide to COUNTY complete product documentation that the software or firmware update will have on the COUNTY's Access Control System, or any additional documentation required by COUNTY.
3. No upgrade or releases shall be implemented by PROVIDER to COUNTY's Access Control System. COUNTY will be responsible for installing any software or updates.
4. PROVIDER shall provide technical support services and it shall be inclusive of all related matters associated with the software, which shall be available twenty-four (24) hours per day, seven (7) days per week answering service, 365 days a year.
 - a. PROVIDER shall provide the following Software and Firmware operational documentation, when requested by COUNTY (1) Software operating and upgrade manuals; and (2) Program Software Backup: On electronic flash storage device, complete with data files.

M. INVENTORY OF SPARE PARTS

1. PROVIDER shall be required to maintain sufficient inventory of spare parts to service COUNTY accordingly. Critical devices shall be maintained in PROVIDER'S local facility, which shall at a minimum inventory (3) each of the following items at all times or as mutually agreed upon by the parties:
 - a. Sixteen Reader Panel/NO CK271A SPA0D20012F10
 - b. S300-DIN-I32016 Large IO Board
 - c. Small IO Board S300-DISmall 2 Door Board S300-DIN-RDR2SA
 - d. Small 2 Door Board S300-DIN-RDR2SA
 - e. Large 8 Door Board S300-DIN-RDR8S

N. Balance of Line Discount Defined

The Balance of Line Discount shall be used to establish prices for future unidentified requirements and to set pricing for items that may either be replaced with newer models or developed during the term of Contract. PROVIDER shall include the percentage discount from the manufacturer's published price list(s). All percentage discounts shall be F.O.B. destination and shall include all charges that may be imposed in fulfilling the terms of CONTRACT. The percentage discount shall remain firm for the duration of CONTRACT, but said price list(s) is subject to fluctuation in accordance with changes, as issued by the manufacturer. All price list(s) utilized under the Balance of Line Discount must be current at the time of utilization. If more than one column of pricing is published, Bidder shall indicate to which column the discount shall be applied. The Balance of Line Discount must be equal in value to the discount that is provided for all identified items. In the event that there are discrepancies in part numbers and descriptions or new requirements emerge, COUNTY may use the discount to either clarify said discrepancies or utilize it for determining the basis of award. Balance of Line Discount Pricing for JCI Brand Equipment and Hardware equipment and Hardware only 25.94%.



Real Property Management

DESIGN & CONSTRUCTION DIVISION

SPECIFICATIONS PREPARED FOR:

**CONTRACT FOR PURCHASE
INSTALLATION, REPAIRS, AND
MAINTENANCE OF COUNTYWIDE
ACCESS CONTROL SYSTEMS**

CBE NO. 606007-21

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SECTION 01 11 00

SUMMARY OF WORK

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. CONTRACT Description.
- B. Work by PROVIDER.
- C. Work by COUNTY.
- D. Work by Other PROVIDERS.
- E. COUNTY-Supplied Products.
- F. PROVIDER Use of Site and Premises.
- G. COUNTY Use of Site and Premises.
- H. Future Work.
- I. Work Sequence.
- J. COUNTY Occupancy.
- K. Streamlined Specifications.

1.2 CONTRACT DESCRIPTION

- A. The "Project" of which the "Work" of the CONTRACT is a part titled Contract for Purchase, Installation, Repairs, and Maintenance of Countywide Access Control Systems and is located at various locations throughout Clark COUNTY, Nevada. The general requirements of the "Work" are described in the Divisions 1, Division 26 and Division 28 of the Project Manual.
- B. The Work consists of installation, repairs, maintenance, parts and ancillary services associated with COUNTY's access control system, on an as needed basis.
- C. Construction includes, but not limited to, removing and replacing a portion of the Card Access System. This will include replacement of all Card Readers with HID Proximity Card Readers, all Pegasys RDR2 and STI door controllers, all input/output modules and all Pegasys D620, CK720, and CK721 Supervisory Controllers. All door Controllers shall be replaced with RDR2SA's and all Supervisory Controllers shall be replaced with CK721A's. All Work and/ or Programming for door controllers and supervisory controllers shall be coordinated with COUNTY prior to commencing installation. All Graphical Displays shall be updated with the new point mapping and verified by the PROVIDER. After each supervisory controller and its sub panels have been completed, it shall be verified by COUNTY personnel prior to PROVIDER starting another panel.
- D. PROVIDER is required to obtain and review existing hazardous material surveys information from the COUNTY. If no survey information is available for the material impacted by the specific work order, then the COUNTY will obtain the information from its environmental consultant. If asbestos or other hazardous materials are present, the COUNTY will abate materials. For further instruction, refer to CONTRACT Documents, **Exhibit 1, Paragraph R.**
- E. Work hours will be determined on a job to job basis.

1.3 WORK BY PROVIDER

- A. Review CONTRACT Documents and Field Conditions:
1. Carefully study and compare the CONTRACT Documents with each other and with information furnished by COUNTY and immediately report to COUNTY Representative errors, inconsistencies, or omissions discovered. If PROVIDER performs any construction activity knowing it involves a recognized error, inconsistency, or omission in the CONTRACT Documents without such notice to COUNTY Representative, PROVIDER shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs of correction.
 2. Take field measurements, verify field conditions, and carefully compare field measurements and conditions and other information known to PROVIDER with the CONTRACT Documents before commencing activities. Report errors, inconsistencies, or omissions discovered to COUNTY Representative at once. In the event of a discrepancy, do not scale from drawings and refer to Section 01 26 13 – Requests for Interpretation (RFI).
 3. Perform the Work in accordance with CONTRACT Documents.
- B. Supervision:
1. Submit name of the individual authorized to receive documents and be responsible for informing others in PROVIDER's employ or SubPROVIDERs of changes to the Work.
 2. Furnish in writing within five (5) calendar days after award of the CONTRACT, written phone numbers or instructions on how to contact key personnel. Key personnel shall be:
 - a. Supervisor.
 - b. Project Manager.
 - c. COUNTY or Partner of the construction company under CONTRACT.
 3. PROVIDER shall have on-site supervision whenever work is being performed. Supervisor shall be present at the project site each day that construction work is progressing, or until punch list items have been corrected.
 - a. Supervisor shall also be present at the project site during work performed at other than the above times.
 - b. Arrange to have Supervisor, or an COUNTY 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 24-hour a day, 7-day a week basis throughout this CONTRACT.
 4. At the COUNTY's sole discretion, the COUNTY will request and require, in writing, the replacement of a Supervisor and/or Project Manager.
 5. Supervisor shall not be replaced at PROVIDER's request, except in case of an emergency as approved by COUNTY or upon mutual agreement by COUNTY and PROVIDER. Any subsequent substitution, if approved, will require full time presence on-site of PROVIDER's Project Manager in addition to Supervisor.
 6. If PROVIDER does not respond to a call within one hour, and a situation exists requiring PROVIDER's action; COUNTY may take appropriate action at PROVIDER's expense. PROVIDER, by failing to respond to the call, shall waive any rights to claims caused by COUNTY's action in accordance with the CONTRACT Documents and industry standards.
- C. Performance of the Work:
1. Perform work as may be necessary to complete the CONTRACT in accordance with CONTRACT Documents and industry standards.
 2. Supervise and direct the Work, using PROVIDER's best skills and attention according to the latest industry standards.
 3. PROVIDER shall be solely responsible for and have control over means, methods, techniques, sequences, and procedures and for coordinating all portions of the Work under the CONTRACT.

4. PROVIDER shall be responsible to COUNTY for acts and omissions of PROVIDER's employees, SubPROVIDERS, and their agents and employees, and other persons performing portions of the Work under a CONTRACT.
5. PROVIDER shall not be relieved of obligations to perform the Work in accordance with the CONTRACT Documents either by activities or duties of COUNTY in COUNTY's administration of the CONTRACT, or by tests, inspections, or approvals required or performed by persons other than PROVIDER.
6. In the event damages occur due to non-responsiveness, PROVIDER shall bear the cost for corrective actions.

D. 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 according to latest industry standards.
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.

E. Labor: Enforce strict discipline and good order among PROVIDER's employees and other persons carrying out the CONTRACT. PROVIDER shall not permit employment of persons not skilled in tasks assigned to them.

F. PROVIDER's Responsibilities, where applicable:

1. Review Shop Drawings, Product Data, and Samples; before and after COUNTY's Representative review.
2. Receive and unload Products at site.
3. Inspect for completeness or damage, jointly with COUNTY.
4. Handle, store, install, and finish Products.
5. Repair or replace items damaged after receipt.
6. Other responsibilities in accordance with the CONTRACT Documents.

1.4 WORK BY COUNTY

- A. COUNTY reserves the right to perform construction or operations related to other Clark COUNTY projects with COUNTY's own forces and to award separate CONTRACTS in connection with other Clark COUNTY construction or operations.

COUNTY reserves the right to perform construction or operations related to the Project with COUNTY'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 PROVIDER claims that delay or additional cost is involved because of such action by COUNTY, PROVIDER shall make such claim as provided elsewhere in the CONTRACT Documents under Section 01 26 00 - Contract Modifications Procedures.

- B. When separate CONTRACTS are awarded by the COUNTY for different portions of the project or other construction or operations on the site, the term "PROVIDER" in the CONTRACT Documents in each case shall mean PROVIDER who executes each separate COUNTY- PROVIDER Agreement.

- C. COUNTY will provide for coordination of the activities of COUNTY's own forces and of each separate COUNTY-awarded PROVIDER with the Work of PROVIDER, who shall cooperate with them.

1. PROVIDER shall participate with other separate PROVIDERS and COUNTY in reviewing their construction schedules when directed to do so.

2. PROVIDER 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 PROVIDER, separate PROVIDERS, and COUNTY until subsequently revised.
- D. Unless otherwise provided in the CONTRACT Documents, when COUNTY performs construction or operations related to the Project with COUNTY's own forces, COUNTY will be deemed to be subject to the same obligations and to have the same rights which apply to PROVIDER under the Conditions of the CONTRACT, including, without excluding other, those stated herein and elsewhere in the CONTRACT Documents.
- E. Items noted "COUNTY-Supplied Products" or as directed by COUNTY will be supplied by COUNTY and installed by PROVIDER. These items include but are not limited to:
1. Card Readers
 2. Non-JCI parts
 3. To be determined on a job to job basis.
- F. Items noted NIC (Not in CONTRACT) will be supplied and installed by COUNTY during construction or at a future time. These items include but are not limited to:
1. To be determined on a job to job basis.
- G. PROVIDER shall remove and COUNTY will take possession of the items including but not limited to the following:
1. All access controls and door hardware.
 2. If none listed, PROVIDER shall dispose of all removed items in a legal manner, in accordance with Federal, State and Local laws

1.5 WORK BY OTHER PROVIDERS

- A. COUNTY has awarded separate CONTRACT(s) for supply and installation of the following work:
1. To be determined on a job by job basis.

1.6 COUNTY-SUPPLIED PRODUCTS

- A. COUNTY's Responsibilities:
1. Arrange for and deliver COUNTY reviewed Shop Drawings, Product Data, and Samples as required to PROVIDER.
 2. Arrange and pay for Product delivery to site.
 3. On delivery, inspect Products jointly with PROVIDER.
 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 PROVIDER.
 7. Inspect specified items jointly with PROVIDER and record status and condition of each item.
 8. Cooperate with PROVIDER on scheduling time and method of removal of COUNTY-supplied products from existing location for reinstallation in the Work of the Project.
- B. PROVIDER's Responsibilities:
1. Inspect specified items jointly with COUNTY and record status and condition of each item.
 2. Coordinate with COUNTY on schedule and method of removal of COUNTY-supplied products from their existing location.
 3. Remove, transport, and reinstall specified COUNTY-supplied Products in locations shown on Drawings or as directed by COUNTY.
- C. Information or services under COUNTY's control shall be furnished by COUNTY 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 COUNTY and PROVIDER.

1.7 PROVIDER USE OF SITE AND PREMISES

- A. PROVIDER shall confine operations at the site to areas permitted by law, ordinances, permits, and the CONTRACT Documents and shall not unreasonably encumber the site with materials or equipment.
- B. PROVIDER shall be responsible for protecting the areas adjacent to the project site and shall restore or repair these areas to an equivalent or better condition when damaged by construction activity. See Section 01 31 13 Project Coordination.
- C. Limit use of site and/or premises to allow:
 - 1. COUNTY occupancy.
 - 2. Work by others, work by COUNTY, and work by public utility companies.
 - 3. Use of site and premises by the public.
- D. Maintain emergency exits from existing buildings during construction.
- E. Construction operations shall be limited to areas defined by CONTRACT Documents. Proposed operations outside CONTRACT Document limits must be submitted to COUNTY for approval and PROVIDER shall be responsible for time, cost, and documentation associated with additional permits and approvals that may be required.
- F. Utility Outages and Shutdown: Provide seven (7) calendar days or five (5) work days' notice of scheduled shutdowns and immediate notification of unscheduled utility interruptions to the site or any portion of the site.

1.8 COUNTY USE OF SITE AND PREMISES

- A. COUNTY intends to occupy the existing buildings and facilities on the premises and will conduct public business during the entire period of construction. Schedule the Work to accommodate this requirement.
- B. Cooperate with COUNTY to minimize conflict and to facilitate COUNTY's operations. Schedule the Work to accommodate this requirement.
- C. COUNTY's Access to the Site: Provide COUNTY access to the Work in preparation and progress wherever located.

1.9 FUTURE WORK

- A. All future work directed by COUNTY shall be in accordance with this CONTRACT.

1.10 WORK SEQUENCE

- A. Construct Work in phases to accommodate COUNTY's occupancy requirements during the construction period, coordinate construction schedule and operations with COUNTY.
- B. To be determined on a job by job basis.

1.11 COUNTY OCCUPANCY

- A. COUNTY 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 PROVIDER, 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 COUNTY and PROVIDER 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 PROVIDER considers a portion complete, prepare and submit a list of incomplete work (Punch List) to COUNTY as specified.
 3. Consent of PROVIDER 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 COUNTY and PROVIDER or, if no agreement is reached, by decision of COUNTY.
- B. Immediately prior to such partial occupancy or use, COUNTY and PROVIDER 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.

1.12 STREAMLINED SPECIFICATIONS

- A. These specifications are written in streamlined or declarative style, using incomplete sentences. This imperative language is directed to PROVIDER unless specifically noted otherwise.
- B. Omissions of such words and phrases as "The PROVIDER shall," "in conformity therewith," "shall be," "as shown on the 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 the Drawings.
 2. Omission of such words shall not relieve the PROVIDER from providing the items and work described herein or indicated on the 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

CONTRACT MODIFICATION PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Changes in the Work may be accomplished after execution of the Contract for construction, and without invalidating the Contract for construction, by Supplemental Instruction.
- B. Refer to CONTRACT Documents, Section IV: Changes to Scope of Work.

END OF SECTION

SECTION 01 26 13

REQUESTS FOR INFORMATION/INTERPRETATION (RFI)

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Administrative and procedural requirements for handling and processing Requests for Information/Interpretation (RFI).
- B. RFI form is attached at the end of this section.
- C. Procedures

1.2 DEFINITIONS

- A. RFI: Formal process used during construction phase to facilitate communication between PROVIDER and COUNTY or COUNTY's Authorized Representative with regard to requests for additional information and clarification of intent of CONTRACT Documents (Drawings and Specifications).
- B. Requests for Information: Request made by PROVIDER 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 PROVIDER in accordance with COUNTY's Representative's third party obligations to the CONTRACT for construction.

1.3 PROCEDURES

- A. When conditions require clarification of CONTRACT Documents, comply with following:
 - 1. SubPROVIDERS, manufacturers, and suppliers shall submit request for additional information and clarification to PROVIDER.
 - 2. PROVIDER shall contact COUNTY Representative with requests for interpretation or additional information using the attached form. COUNTY Representative will **not** accept requests for interpretation or information submitted directly from subPROVIDERS, manufacturers, or suppliers.
 - 3. The COUNTY or the COUNTY Representative will provide response to PROVIDER.
 - 4. Generate RFI by one source per project and number accordingly.
 - 5. Submit one request for information or clarification per form.
 - 6. All written communications regarding RFI's shall be copied to the COUNTY or the COUNTY's Authorized Representative at time of issuance.
 - 7. Improper RFIs:
 - a. RFIs that are not properly prepared.
 - b. Improper RFI's will be processed by COUNTY Representative and such costs will be deducted from monies still due the PROVIDER. The PROVIDER will be notified by the COUNTY Representative prior to the processing of improper RFI's.

END OF SECTION

SECTION 01 29 76

APPLICATIONS FOR PAYMENT

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Invoice Preparation

1.2 INVOICE PREPARATION

- A. Invoice shall identify a complete cost breakdown of the project, PROVIDER shall submit all invoices as required per **Section II: Compensation and Term of Payment**.
- B. When COUNTY requires substantiating information, Contractor shall submit such data as COUNTY deems necessary to justify the dollar amounts in question.
- C. Invoice shall be in the format of Cost of Force Account. (COFA)
- D. Invoice shall have Project name, Project Number, CBE Number, Description of work, Scheduled values, Contract Amount, Authorized change orders. Total completed to date, Percentage complete, Net payment, Balance to finish.

END OF SECTION

SECTION 01 31 13

PROJECT COORDINATION

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Provide complete project coordination throughout the duration of the CONTRACT, including the following:
 - 1. Coordination of various Work elements.
 - 2. Contacts.
 - 3. Construction Mobilization.
 - 4. Schedules.
 - 5. Submittals.
 - 6. Coordination Drawings.
 - 7. Closeout Procedures.

1.2 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. Coordinate, in cooperation with COUNTY, work by COUNTY's own forces and/or that of other PROVIDERS as outlined in Section 01 11 00.
 - 1. Provide COUNTY, COUNTY's own forces, and separate PROVIDER(s) reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and connect and coordinate construction and operations with theirs as required by the CONTRACT Documents.
 - 2. If any part of PROVIDER's Work depends for proper execution or results, upon the work of COUNTY or any separate PROVIDER, PROVIDER shall, prior to proceeding with the Work, promptly report to COUNTY'S Representative any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of PROVIDER to so report shall constitute an acceptance of COUNTY's or separate PROVIDER'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 PROVIDER to completed or partially completed construction or to property of COUNTY or separate PROVIDERS as provided in Section 01 45 00.
 - 5. Claims and other disputes and matters in question between PROVIDER and a separate PROVIDER shall be subject to the provisions of the CONTRACT.
- C. In finished areas, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- D. Coordinate completion and cleanup of Work of separate sections in preparation for Substantial Completion.
- E. After COUNTY occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with CONTRACT Documents, to minimize disruption of COUNTY's activities.

1.3 CONTACTS

- A. COUNTY's Authorized Representative
Clark COUNTY Department of Real Property
Management RPM Operations
500 S. Grand Central Pkwy,
5th Floor Las Vegas, Nevada
89155-1733

Name: Jim Cook Phone: 702-455-3932 Fax: 702-455-5817

E-mail: james.cook@clarkcountynv.gov

All questions regarding CONTRACT Documents shall be in written form and sent via e-mail or facsimile to Clark COUNTY Department of Real Property Management – RPM Operations - **Attention: Jim Cook**

1.4 CONSTRUCTION MOBILIZATION

- A. Cooperate with COUNTY 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 COUNTY.
- C. Comply with COUNTY's Representative 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 COUNTY for use of temporary utilities and construction facilities.
- E. Coordinate field engineering and layout work under instructions of the COUNTY Representative.

1.5 SCHEDULES

- A. Submit preliminary progress schedule in accordance with Section 01 32 16. 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 Invoice for payment.

1.6 SUBMITTALS

- A. Submit preliminary shop drawings, product data, and samples in accordance with Section 01 33 00 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 COUNTY Representative.
- C. Submit Requests for Interpretation of CONTRACT Documents (RFI) and obtain instructions through the COUNTY Representative.
- D. Process request for substitutions and revision of WORK ORDER (change order) through the COUNTY Representative.

- E. Deliver closeout submittals and preliminary inspection reports for review to the COUNTY Representative.
- F. Copy COUNTY's Authorized Representative on all correspondence.

1.7 CONTRACT DOCUMENTS ON-SITE

- A. As deemed necessary, COUNTY will furnish one (1) CD of Drawings and Project Manuals. PROVIDER may purchase additional sets.
- B. The following documents shall be retained 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. Work Order
 - 6. Submittals
 - 7. Inspection reports

1.8 COORDINATION DRAWINGS

- A. PROVIDER shall prepare and submit coordination drawings as required to achieve coordination required by 1.02 Coordination. PROVIDER shall be responsible for obtaining information as required from COUNTY Representative for preparation of the PROVIDER's coordination drawings.
- B. Review drawings prepared by others prior to submission to COUNTY Representative.

1.9 CLOSEOUT PROCEDURES

- A. Notify COUNTY Representative when Work is considered ready for Substantial Completion. Accompany COUNTY Representative on preliminary inspection to determine items to be listed for completion or correction in PROVIDER's written notification of Substantial Completion.
- B. Comply with COUNTY's Representative instructions to correct items of Work listed in executed Certificate of Substantial Completion. Coordinate with COUNTY for access to COUNTY- occupied areas.
- C. Notify COUNTY Representative when work is considered finally complete. Accompany COUNTY and COUNTY Representative on preliminary final inspection.
- D. Refer to Section 01 77 00 – Closeout Procedures

END OF SECTION

SECTION 01 31 19

PROJECT MEETINGS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Progress Meetings.
- B. Pre-installation Meetings.
- C. Coordination Meetings.
- D. Closeout Meetings.
- E. Other Meetings.

1.2 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.
- B. Frequency: **Weekly** for the duration of the Work, at a time mutually agreed upon by COUNTY, COUNTY Representative, and PROVIDER.
- C. Location: Job site office, or at a location agreed upon by the COUNTY's Representative and PROVIDER.
- D. Attendees: Team members consisting of:
 - 1. COUNTY Representative.
 - 2. COUNTY's Representative Consultants as applicable for work in progress or under discussion.
 - 3. PROVIDER's Project Manager.
 - 4. PROVIDER's Supervisor.
 - 5. Other parties appropriate to the Work in progress or under discussion.
- E. General Format:
 - 1. During the Progress Schedule Update portion of the meeting, PROVIDER shall provide to each team member a copy of PROVIDER's current Progress Schedule.
 - 2. During the Status of Shop Drawings, Product Data, and Samples portion of the meeting, PROVIDER shall provide to each team member a copy of PROVIDER'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 Reports:
 - 1. Provide daily manpower reports of PROVIDER and all subPROVIDERs 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 COUNTY or COUNTY's Designated Representative and distributed to Team Members within five (5) calendar days following the meeting.

1.3 PRE-INSTALLATION MEETINGS

- A. Pre-installation Conference will be held prior to start of work as requested by COUNTY.
- B. Purpose:
 - 1. To review all construction and quality control procedures for the Work for which the conference 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.

1.4 COORDINATION MEETINGS

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

1.5 CLOSEOUT MEETINGS

- A. Purpose: To review completeness of closeout documents including, but not limited to; red-lined markups of record drawings.
- B. Time / Frequency: Prior to Substantial Completion, meetings to be held weekly in conjunction with Progress meetings, or at a time mutually agreed upon by COUNTY, COUNTY Representative, and PROVIDER.
- C. Location: Job site office, or at a location agreed upon by the COUNTY's Representative and PROVIDER.
- D. Attendees: Team members consisting of:
 - 1. COUNTY.
 - 2. COUNTY Representative.
 - 3. COUNTY's Representative Consultants as applicable for closeout documents in progress or under discussion. PROVIDER's Project Manager.
 - 4. PROVIDER's Supervisor.
 - 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.
 - 2. Operation and Maintenance Data as specified in Section 01 78 23.

3. Product Warranties as specified in Section 01 78 36.
4. Project Record Documents as specified in Section 01 78 39.

F. Minutes:

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

1.6 OTHER MEETINGS

- A. COUNTY or COUNTY's Designated Representative will coordinate and conduct such additional special purpose meetings as may be required to realize timely problem resolution, at a location agreed upon by the COUNTY's Representative and PROVIDER.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

DESIGN & CONSTRUCTION DIVISION DAILY MANPOWER & ACTIVITY REPORT

PROVIDER _____

Date _____

Subprovider _____

Name of Project _____

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 Supervisor Signature

SECTION 01 32 16

PROGRESS SCHEDULES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal Schedule
- B. Construction Schedule
- C. Weekly Progress Report

1.2 SUBMITTAL SCHEDULE

- A. Prepare and keep current a schedule for the submittal of shop drawings, product data, and samples, including COUNTY-furnished products.
- B. Coordinate Submittal Schedule with PROVIDER's Construction Schedule.
 - 1. Allow COUNTY Representative and COUNTY reasonable time to review and approve submittals.
 - 2. Indicate decision dates for selection of finishes.

1.3 CONSTRUCTION SCHEDULE

- A. PROVIDER shall be responsible for planning, scheduling, and reporting the progress of Work to ensure timely completion of the Contract as agreed upon by PROVIDER and COUNTY's Representative.
- B. PROVIDER shall employ a Certified Microsoft Project/Primavera P6 Scheduler to prepare and maintain the Construction Schedule throughout the duration of the Project. PROVIDER's Scheduler shall be approved by Owner
- D. Prepare and submit for COUNTY/COUNTY's Representative information and review, a Baseline Construction Schedule (Bar Chart and/ or CPM) for the Work at each pre-installation meeting. Baseline Construction Schedule shall be submitted in PDF, and Microsoft Project/Primavera P6 file (.XER) format via email, unless copies on flash drive or CD is requested 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.

1.4 WEEKLY AND MONTHLY PROGRESS REPORT

- A. Update the Construction Schedule **monthly** (with critical path clearly shown) and submit along with monthly request for payment in hard copy and electronic (PDF and Microsoft/Primavera P6 .XER file) format via email, unless copies on flash drive or CD is requested by Owner
- B. PROVIDER shall provide weekly schedule updates with two-week look ahead of activities.
- C. PROVIDER's two-week look ahead shall be directly electronically linked to the overall progress schedule.

- D. 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 COUNTY.
 - 3. Additions and deletions of activities or milestone events shall be approved by COUNTY.
- E. Extra Work or additional work scope shall be shown on an updated schedule.

PART 2 PRODUCTS

- 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

PART 3 EXECUTION

3.1 SUBMITTALS LOG

- A. Include/ incorporate as specified in Section 01 33 00– Submittal Procedures.

3.2 CONSTRUCTION SCHEDULE

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

END OF SECTION

SECTION 01 32 33

PHOTOGRAPHIC DOCUMENTATION

PART 3 GENERAL

3.1 SUMMARY

- A. PROVIDER shall provide existing site digital 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. **Provide minimum two (2) photographs per calendar day for each activity.**
- C. PROVIDER shall provide digital photographs (in electronic format) to COUNTY for any unforeseen conditions prior to commencing work and of completed work.
- D. INCLUDES:
 - 1. Submittals
 - 2. Quality Assurance
 - 3. Electronic
 - 4. Construction Photography
 - 5. Aerial Photography

3.2 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.

3.3 QUALITY ASSURANCE

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

PART 4 PRODUCTS

4.1 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 5 EXECUTION

5.1 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. Construction progress photographs shall include all critical path activities for every month and weekly photos submissions.

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. Shop Drawings, Product Data, 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 PROVIDER proposes to conform to information given and design concept expressed in CONTRACT Documents.
- C. Section Includes:
 - 1. Proposed Products List.
 - 2. Shop Drawings.
 - 3. Product Data.
 - 4. Manufacturer Installation Instructions.
 - 5. Manufacturer Certificates.
 - 6. PROVIDER's Actions.
 - 7. COUNTY's Representative Action.

1.2 DEFINITIONS

- A. Shop Drawings are drawings, diagrams, schedules, and other data specially prepared for the Work by PROVIDER, subPROVIDER, 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 PROVIDER to illustrate materials or equipment for some portion of the Work.

1.3 SHOP DRAWINGS

- A. Submit Shop Drawings in an electronic (PDF) format which will be retained by COUNTY Representative until Project closeout. Provide full-size hard copy printouts when requested by COUNTY Representative or COUNTY for large format drawings.

1.4 PRODUCT DATA

- A. Submit Product Data which PROVIDER requires in an electronic (PDF) format, which will be retained by COUNTY Representative until Project closeout. Provide full-color printed brochures or catalogs when requested by COUNTY Representative or COUNTY 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. After review, distribute in accordance with the Submittal Schedule Article above and for Record comments purposes described in Section 01 78 39.

1.6 MANUFACTURER INSTALLATION INSTRUCTIONS

- A. When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing to COUNTY Representative in quantities specified for Product Data.

- B. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

1.7 MANUFACTURER CERTIFICATES

- A. When specified in individual specification sections, submit certification by Manufacturer to COUNTY Representative, 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 COUNTY Representative.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 PROVIDER'S ACTIONS

- A. Perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, or similar submittals until the respective submittal has been reviewed by COUNTY Representative. Such Work shall be in accordance with approved submittals.
- B. Submittals made by PROVIDER which are not required by the CONTRACT Documents may be returned without action.
- C. Review, approve, and submit to COUNTY Representative Shop Drawings, Product Data, 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 COUNTY or of separate PROVIDERS.
 - 1. Transmit each submittal with the form acceptable to COUNTY Representative.
 - 2. Sequentially number the transmittal form. Revise submittals with original number and a sequential alphabetic suffix.
 - 3. Identify project, PROVIDER, SubPROVIDER, or Supplier, pertinent drawing and detail number and specification section number as appropriate.
 - 4. Apply PROVIDER'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 COUNTY Representative at the location designated by COUNTY Representative. Coordinate submission of related items.
 - 6. For each submittal for review, allow fifteen (15) calendar days excluding delivery time to and from PROVIDER. Longer review times may be required for complex submittals involving major components or systems.
 - 7. Clearly identify any variations from CONTRACT Documents and product or system limitations.
 - 8. Provide space for PROVIDER and COUNTY's Representative review stamps.
 - 9. Revise and resubmit. Identify all changes made since previous submission.
- D. By approving and submitting Shop Drawings, Product Data, and similar submittals, PROVIDER represents that PROVIDER 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.

- E. PROVIDER shall not be relieved of responsibility for deviations from requirements of the CONTRACT Documents by COUNTY's Representative review of Shop Drawings, Product Data, or similar submittals unless PROVIDER has specifically informed COUNTY Representative in writing of such deviation at the time of submittal and COUNTY Representative has given written approval to the specific deviation. PROVIDER shall not be relieved of responsibility for errors or omission in Shop Drawings, Product Data, or similar submittals by COUNTY's Representative approval thereof.
- F. PROVIDER shall direct specific attention, in writing or on resubmitted Shop Drawings, Product Data, or similar submittals, to revisions other than those requested by COUNTY Representative on previous submittals.
- G. Informational submittals upon which COUNTY Representative is not expected to take responsive action may be so identified in CONTRACT Documents.
- H. When professional certification of performance criteria of materials, systems, or equipment is required by CONTRACT Documents, COUNTY Representative shall be entitled to rely upon the accuracy and completeness of such certifications.

3.2 COUNTY'S REPRESENTATIVE ACTION

- A. COUNTY Representative will review or take other appropriate action upon PROVIDER's submittals such as Shop Drawings, Product Data, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the CONTRACT Documents.
 - 1. COUNTY's Representative review of PROVIDER's submittals shall not relieve PROVIDER of the obligations under other requirements of CONTRACT Documents.
 - 2. COUNTY's Representative review of a specific item shall not indicate approval of an assembly of which the item is a component.
- B. COUNTY's Representative review shall not constitute approval of safety precautions or unless otherwise specifically stated by COUNTY Representative, 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 PROVIDER as required by CONTRACT Documents.
- D. COUNTY's Representative 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 COUNTY, PROVIDER, or separate PROVIDERs, while allowing sufficient time to permit adequate review.

END OF SECTION

SECTION 01 35 53

SECURITY PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Security Program
- B. Entry Control
- C. Clark COUNTY Security and Background Investigation Requirements
- D. Tool, Equipment and Material Control

1.2 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 COUNTY's operations.
- B. At Project mobilization, initiate a security program to protect Work and COUNTY's operations from unauthorized entry or a risk of loss, theft, or damage to PROVIDER's property, COUNTY's property, and the Project Site. Security program must be approved by COUNTY.
- 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 PROVIDER's property, COUNTY'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 COUNTY on all security matters and promptly comply with any Project security requirements established by COUNTY. Such compliance with these security requirements shall not:
 - 1. Relieve PROVIDER of PROVIDER's responsibility for maintaining proper security for the above noted items.
 - 2. Be construed as limiting in any manner PROVIDER'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 COUNTY within 24 hours. No security trained dogs will be allowed as part of the PROVIDER's Security Measure for the project

PART 2 PRODUCTS – Not Used

PART 3 EXECUTION

3.1 ENTRY CONTROL

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations
- B. Protect non-owned vehicular traffic, stored materials, site, and structures from damage and theft.
- C. Every employee on the project site shall be identifiable.

3.2 CLARK COUNTY SECURITY REQUIREMENTS (MAY NOT BE REQUIRED ON ALL PROJECTS SUCH AS NEW BUILDING ON NEW OR SEPARATE PROPERTIES. PROVIDER TO COORDINATE WITH COUNTY FOR SPECIFIC PROJECT REQUIREMENTS)

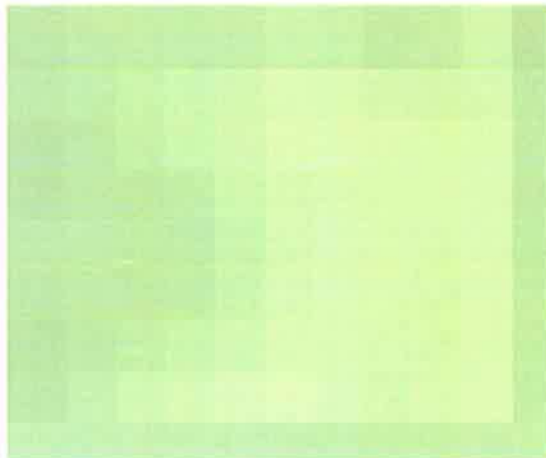
A. Background Check Procedures

1. All PROVIDERS, SubPROVIDERS 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. COUNTY will be processing the initial background checks at no processing cost to the PROVIDER or their Employees.
4. COUNTY's approval process may take approximately six (6) to eight (8) weeks to produce results.
5. COUNTY will notify the PROVIDER Representative when the background investigation is complete by informing the PROVIDER 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 PROVIDER or SubPROVIDER 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. The COUNTY reserves the right to refuse access to any of the PROVIDER's, SubPROVIDER's or tiered subPROVIDER's personnel. The time related labor cost required to schedule, coordinate, and send personnel to their fingerprinting appointments shall be included in PROVIDERS and/or SubPROVIDERS bid. The COUNTY will not reimburse the PROVIDER 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. The PROVIDER shall designate a company representative whose duty is to effectively coordinate with the COUNTY and schedule properly sequenced fingerprint appointments.
10. The PROVIDER shall sequence the scheduling of trade personnel to fingerprint appointments in accordance with the PROVIDER's work flow schedule. Persons requiring access to the project during the initial periods of construction will be processed first.
11. PROVIDER will pay to the COUNTY (via deductive Change Order) an amount not to exceed \$50.00 for every missed and rescheduled appointment that failed to provide the COUNTY Representative or designee with forty-eight (48) hours advance notice in writing.
12. The PROVIDER shall maintain onsite a current list of personnel the COUNTY has granted access to the project and property. This list must be made available to the COUNTY 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, the PROVIDER is responsible to coordinate with the COUNTY 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 the PROVIDER's bid. Provided the scheduled applicant is on time, the average time a scheduled applicant will spend at this appointment is thirty (30) minutes.

14. PROVIDER shall confine daily operations to areas identified on the project drawings, approved project schedules, or as otherwise deemed appropriate by the COUNTY.

B. PROVIDER Employee Badging Procedures

1. Every PROVIDER employee or its SubPROVIDER employees accessing the site shall be identifiable by the COUNTY 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 the COUNTY Representative.
 - b. All PROVIDER employees granted access to the site by the COUNTY 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 the PROVIDER.
 - c. If the project requires the use of a Clark County issued Cardkey badge, then all PROVIDER and SubPROVIDER 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. PROVIDER Generated Identification Badges
 - a. The PROVIDER shall create and issue laminated project identification badges adhering to the following standards if the PROVIDER does not have a County Issued Vendor Badge:
 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. PROVIDER Name
 6. Line 4. SubPROVIDER Name and Trade
 7. Line 5. Employee Name and Craft
 8. Line 6. Issued date and Expiration date.
 9. Line 7. PROVIDER's Project Manager Name and Signature.
 10. Sample Badge



- b. Color of badge shall be Green for Employees who have been granted COUNTY 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 COUNTY 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 the PROVIDER's responsibility to ensure all employees who are no longer on Project site surrender their Identification badge to the PROVIDER. Clark COUNTY vendor badge shall be surrendered to the COUNTY.
- e. Each Clark COUNTY Vendor access Cardkey badge will be programmed or deprogrammed for electronic card key devices at the COUNTY's sole discretion.
- f. COUNTY reserves the option to issue card key type badges to designated Project Managers, Supervisors, and Foreman only and on an as needed basis. These personnel will be required to escort all other authorized employees and/or subPROVIDERs that have been issued PROVIDER issued identification badges to and from the secured work zone(s).
 - 1. PROVIDER will be subject to a fine of Fifty Dollars (\$ 50.00) per each violation and person in violation if the COUNTY observes a PROVIDER or SubPROVIDER employee(s) working on the project site/facility without proper identification. Fines will be assessed by a deductive change order.
- g. PROVIDER must report lost or stolen badges to the COUNTY immediately upon discovery.
- h. Time related labor cost for employees attending badge appointments is to be included as part of the PROVIDER'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. PROVIDER 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 Supervisor and the Project Manager will receive immediate access to project related card key devices upon issuance of a form Notice to Proceed by the COUNTY and successful completion of the Background check investigation.

3.3 TOOL, EQUIPMENT AND MATERIAL CONTROL

- A. Only tools, equipment and materials necessary to each day's activity shall be brought on to the project site during each scheduled shift.
 - 1. The PROVIDER shall coordinate vehicular access and egress within the security perimeter fences of the COUNTY's Property/Building with the designated COUNTY/COUNTY Representative.
 - 2. Equipment and vehicles used to load, off load, or perform work shall exit the secured perimeter area upon completion of the task and/or shift.
- B. PROVIDER's Supervisor shall maintain a daily inventory sheet of each item that enters the project site (i.e. equipment, hand tools, power tools, accessories and parts, supplies, materials, etc.)
- C. COUNTY may require the PROVIDER to remove all tools, equipment, and uninstalled materials from the site upon completion of each work day.
- D. PROVIDER shall not leave any unused materials, materials off cuts, construction debris, or trash in any part of the COUNTY's Project/Building. The PROVIDER shall perform a thorough inspection and clean-up of the entire construction zone, and access route prior to departing the site at the end of each shift.
- E. PROVIDER shall designate one person whose responsibility shall be to perform a thorough inspection of the work areas for items that need to be policed from the site.

- F. PROVIDER shall not leave any unused materials, materials off cuts, construction debris, or trash in any part of Owner's Project/Building. Contractor shall perform a thorough inspection and clean-up of the entire construction zone, and access route prior to departing the site at the end of each shift.
- G. PROVIDER shall designate one (1) person whose responsibility shall be to perform a thorough inspection of the work areas for items that need to be policed from the site.

END OF SECTION

SECTION 01 45 00

QUALITY CONTROL

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. References
- B. Manufacturer's Installation Instructions
- C. Quality Control - Control of Installation.
- D. Labeling
- E. Examination
- F. Uncovering of Work.
- G. Correction of Work.
- H. Nonconforming Work.
- I. COUNTY's Right to Stop the Work.
- J. COUNTY's Right to Carry Out the Work.
- K. Tolerances.
- L. Safety Precautions and Programs.

1.2 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 CONTRACT shall not be altered from the CONTRACT Documents by mention or inference otherwise in any reference document.

1.3 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.
 - 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.

- 1.4 If installation cannot be performed in accordance with manufacturer's instructions, notify COUNTY Representative and await instructions.
- 1.5 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 COUNTY Representative 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.
- 1.6 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 2 PRODUCTS

- 2.1 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

- 3.1 EXAMINATION
- A. Examine and verify specific conditions described in individual specifications sections.
 - B. Verify utility services are available, or correct characteristics, and in correct locations.
- 3.2 UNCOVERING OF WORK
- A. If a portion of the Work is covered contrary to COUNTY's Representative or COUNTY's request or to requirements specifically expressed in the CONTRACT Documents, this Work shall, if required in writing by COUNTY Representative, be uncovered for COUNTY's Representative observation and be replaced at PROVIDER's expense without change in the CONTRACT Time or additional cost to the COUNTY.
 - B. If a portion of the Work has been covered which COUNTY Representative has not specifically requested to observe prior to its being covered, COUNTY Representative may request to see such Work and it shall be uncovered by PROVIDER.

1. If such Work is in accordance with CONTRACT Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to COUNTY after COUNTY authorization.
2. If such Work is not in accordance with CONTRACT Documents, PROVIDER shall pay such costs unless the condition was caused by COUNTY or a separate PROVIDER in which event COUNTY will be responsible for payment of such costs.

3.3 CORRECTION OF WORK

- A. Promptly correct Work rejected by COUNTY Representative or COUNTY or failing to conform to CONTRACT Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. PROVIDER shall bear cost of correcting such rejected Work, including additional testing and inspections and compensation for COUNTY's Representative services and expenses made necessary thereby.
- B. If within one 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, PROVIDER shall correct it promptly after receipt of written notice from COUNTY Representative or COUNTY to do so unless COUNTY Representative or COUNTY has previously given PROVIDER a written acceptance of such condition.
 1. This period of one 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. COUNTY Representative or COUNTY shall give notice promptly after discovery of the condition.
 4. This period of one year shall not limit the COUNTY'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 PROVIDER nor accepted by COUNTY Representative or COUNTY.
- D. If PROVIDER fails to correct nonconforming Work within a reasonable time, COUNTY may correct it.
 1. If PROVIDER does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from COUNTY, COUNTY may remove it and store the salvageable materials or equipment at PROVIDER's expense.
 2. If PROVIDER does not pay costs of such removal and storage within ten (10) days after written notice, COUNTY 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 PROVIDER, including compensation for COUNTY's services and expenses made necessary thereby.
 3. If such proceeds of sale do not cover costs that PROVIDER should have borne, the CONTRACT Sum shall be reduced by the deficiency.
 4. If payments then or thereafter due PROVIDER are not sufficient to cover such amount, PROVIDER shall pay the difference to COUNTY.
- E. PROVIDER shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of COUNTY or separate PROVIDERS caused by PROVIDER's correction or removal of Work which is not in accordance with CONTRACT Documents.

3.4 NONCONFORMING WORK

- A. If COUNTY Representative or COUNTY prefers to accept Work that is not in accordance with CONTRACT Documents, COUNTY Representative or COUNTY 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 affected whether or not final payment has been made.
- B. COUNTY Representative will have authority to reject Work that does not conform to CONTRACT Documents.
 - 1. Whenever COUNTY Representative considers it necessary or advisable for implementation of the intent of CONTRACT Documents, COUNTY Representative 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 COUNTY Representative 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 COUNTY Representative to PROVIDER, SubPROVIDERS, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.
- C. COUNTY Representative will provide PROVIDER with the nature of nonconformance of work through form provided at end of this Section (Non-Conforming Work Notice). PROVIDER shall provide proposed correction on this same form.

3.5 COUNTY'S RIGHT TO STOP THE WORK

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

3.6 COUNTY'S RIGHT TO CARRY OUT THE WORK

- A. If PROVIDER 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 COUNTY to commence and continue correction of such default or neglect with diligence and promptness, COUNTY may after such seven (7) day period give PROVIDER a second written notice to correct such deficiencies within a second seven (7) day period.
- B. If PROVIDER within such second seven (7) day period after the receipt of such second notice fails to commence and continue to correct any deficiencies, COUNTY may, without prejudice to other remedies COUNTY 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 PROVIDER are not sufficient to cover such amounts, PROVIDER shall pay the difference to COUNTY.

3.7 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 COUNTY Representative before proceeding.

- C. Adjust products to appropriate dimensions; position before securing Products in place.

3.8 MANUFACTURER'S FIELD SERVICES AND REPORTS

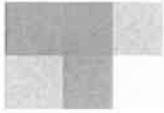
- A. When specified in individual specification sections, require material or Product suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, and start-up of equipment as applicable and to initiate instructions 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 COUNTY and COUNTY Representative seven (7) days prior to the arrival of all manufacturers' field service representatives and provide name of individual and firm they represent.

3.9 SAFETY PRECAUTIONS AND PROGRAMS

- A. PROVIDER 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 PROVIDER or PROVIDER's SubPROVIDERS or Sub-subPROVIDERS.
 - 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 COUNTY 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 PROVIDER, a SubPROVIDER, a Sub-subPROVIDER, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which PROVIDER is responsible, except damage or loss attributable to acts or omissions of COUNTY, COUNTY Representative, 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 PROVIDER.
- G. Designate a responsible member of PROVIDER's organization at the site whose duty shall be the prevention of accidents. This person shall be PROVIDER's Superintendent unless otherwise designated by PROVIDER in writing to COUNTY Representative and COUNTY.
- 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, PROVIDER shall act, at PROVIDER's discretion, to prevent threatened damage, injury or loss.

END OF SECTION



NONCONFORMING WORK NOTICE

Project: _____ Report Number: _____
From: _____
To: _____ Date Observed: _____ Date Reported: _____
COUNTY's Representative 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: ☐ COUNTY ☐ COUNTY Representative ☐ Consultants ☐ _____ ☐ _____: ☐ File

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 Architect/Engineer and Owner.
- 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 76 00

PROTECTING INSTALLED CONSTRUCTION

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Protection of the Work.
- B. Repair and replacement.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 PROTECTION OF INSTALLED WORK

- 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. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- D. Provide protection of adjacent and existing construction as is required to ensure that the adjacent or existing construction is not damaged.

3.2 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 the COUNTY, to the satisfaction of the COUNTY.
 - 2. The PROVIDER 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 the COUNTY and COUNTY Representative.
 - 3. When installed work has been damaged, the PROVIDER shall be responsible for determining the proper repair methods and reviewing these methods with the COUNTY Representative 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 COUNTY move-in will be paid for by COUNTY, but shall be performed by the same sub or supplier that provided the initial installation.

END OF SECTION

SECTION 01 77 00

CLOSEOUT PROCEDURES

PART 1 GENERAL

1.1 SUMMARY

- A. 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 95 percent complete as determined by COUNTY Representative and COUNTY, when measured against the dollar value of the entire Work, or portion in question.
 - 2. The entire Work, or portion in question, can be occupied and used for its intended purpose as determined by COUNTY Representative with coordination through the COUNTY.
 - 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 days**, as determined by COUNTY Representative, of the date of Substantial Completion for the Work, or the portion in question.
 - 4. PROVIDER shall submit and complete the following required items in order for the COUNTY and A/E to issue Substantial Completion:
 - a. O&M Manuals
 - b. Product Warranties and Warranty Matrix
 - c. Maintenance Materials and Tools
 - d. Operations and Maintenance Training
 - e. PROVIDER's Punch List
 - f. Written notification to COUNTY and COUNTY Representative requesting Substantial Completion
 - g. Project Record Documents, and As-Built to COUNTY Representative
 - h. Removal of Temporary Protection
 - i. Substantial Completion Inspection
 - j. Final Cleaning
 - k. Removal of temporary protection
 - l. Maintenance Materials and Tools
 - m. Project Record documents and As-Built
- B. Substantial Completion Procedures:
 - 1. PROVIDER shall prepare and submit to COUNTY Representative a Punch List which is a comprehensive list of items to be completed or corrected.
 - a. Upon receipt of PROVIDER's Punch List, COUNTY Representative will make an inspection to determine whether the Work or designated portion thereof is substantially complete.
 - b. If COUNTY's Representative inspection discloses any item not included on the Punch List, PROVIDER will add it to the Punch List.
 - c. PROVIDER 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 PROVIDER to complete all Work in accordance with CONTRACT Documents.
 - 2. Whenever any portion of the Work performed by PROVIDER is in a condition suitable for use, as determined by COUNTY Representative, COUNTY Representative may initiate a Certificate of Substantial Completion for that portion and COUNTY may take possession of or use such portion.
 - a. Such use by COUNTY will in no case be construed as constituting final acceptance and shall neither relieve PROVIDER of any of PROVIDER's responsibilities under CONTRACT Documents, nor act as a waiver by COUNTY of any of the conditions thereof, provided that PROVIDER 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.

- C. However, if such use increases the cost or delays the completion of remaining portions of Work, PROVIDER shall be entitled to an equitable adjustment. Certificate of Substantial Completion: When the Work or designated portion thereof is substantially complete, as determined by COUNTY Representative, COUNTY Representative will prepare a Certificate of Substantial Completion, and submit it to PROVIDER for written acceptance, which:
1. Shall indicate the date of Substantial Completion.
 2. Shall establish responsibilities of COUNTY and PROVIDER for security, maintenance, heat, utilities, damage to the Work, and insurance.
 3. Shall fix the time within which PROVIDER shall finish all items on the Punch List accompanying the Certificate.

1.2 FINAL COMPLETION

- A. Final Completion is the stage in the progress of Work completion when the Work is complete as determined by COUNTY Representative and meets the full definition of Section 01 42 16, Part 1.01, Definitions, A.19. The date of final acceptance of the Project by COUNTY Representative shall be the date upon which the COUNTY issues a Notice of Final Completion. If, after Substantial Completion of the Work, Final Completion thereof is materially delayed through no fault of PROVIDER or by issuance of additional COFAs affecting final completion, COUNTY will, upon application by PROVIDER, and without terminating the CONTRACT for Construction, make payment of the balance due for that portion of the Work fully completed and accepted.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 78 23

OPERATION AND MAINTENANCE DATA

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Format of hardcopy manuals.
- C. Format of electronic manuals.
- D. Content of manuals (hardcopy and electronic).
- E. Equipment and Systems Manuals.

1.2 SUBMITTAL PROCEDURES FOR MANUALS

- A. Submit two (2) copies of preliminary draft or proposed formats and outlines of contents before start of Work. COUNTY Representative will review draft and return one copy with comments.
- B. For equipment or component parts of equipment put into service during construction and operated by COUNTY, submit documents within ten (10) days after acceptance.
- C. Submit manual to COUNTY Representative for review prior to training.
- D. Submit one (1) copy of completed volumes and set up training in accordance with Section 01 77 00 after review by COUNTY Representative. This copy will be reviewed and returned with COUNTY's comments after demonstrations and training of COUNTY's personnel. Revise content of all document sets as required prior to final submission.
- E. Submit one (1) set and electronic (PDF) copy of revised final volumes in accordance with Section 01 77 00.

1.3 FORMAT OF HARDCOPY MANUALS

- A. Prepare data in the form of an instructional manual.
- B. Binders:
 - 1. Commercial quality, 8-1/2-inch by 11-inch, three D side ring binders with durable plastic covers; 2-inch maximum ring size.
 - 2. When multiple binders are used, correlate data into related consistent groupings.
 - 3. Pages shall be punched with 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 20-pound paper.

1.4 FORMAT OF ELECTRONIC MANUAL

- A. Prepare data in a consistent format (PDF) throughout to match the format of the hard copy manual.
1. Video files may be in format other than PDF, as acceptable to the COUNTY.
 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 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.

1.5 CONTENTS OF MANUALS (HARDCOPY AND ELECTRONIC)

- A. Arrange content by systems under 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 parts as follows:
1. Part 1: Directory, listing names, addresses, and telephone numbers of COUNTY Representative, COUNTY Representative's Consultant, PROVIDER, SubPROVIDERs, 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 SubPROVIDERs 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.
 3. Part 3: Project Documents and Certificates, including the following.
 - a. Shop drawings and product data.
 - b. Certificates of Compliance, e.g. DAQ, NDEP, SNHD, SNMHD, SNBI, DOA, SNEI (all authorities having jurisdiction)
 - c. Photocopies of warranties and bonds.
 - d. Copy of Final pay application
 - e. Copy of Permit card with final inspection
 - f. Certification of Occupancy or Completion (N/A)
 - g. Photocopy of Warranty Matrix Spread Sheet
 - h. Letter of Completion for Offsite Construction (N/A)

- 4. Part 4: Operations and Maintenance Instructions Manual (in PDF format on CD)
 - a. Provide one set of CD's 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 subPROVIDERs 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.

1.6 EQUIPMENT AND SYSTEMS MANUALS

- A. Each Item of Equipment and Each System: Include description of unit or system and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves with engineering data and tests, and complete nomenclature and model number of replaceable parts. Include all equipment and systems on Warranty Matrix Spread Sheet, in accordance with Section 01 78 36, paragraph 1.02.C.
- B. Panelboard Circuit-Directories: Provide electrical service characteristics, controls, and communications by label machine.
- C. Include color-coded wiring diagrams as installed.
- D. Include sequence of operation by controls manufacturer.
- E. Provide original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- F. Provide control diagrams by controls manufacturer as installed.
- G. Provide PROVIDER's coordination drawings with color-coded piping diagrams as installed.
- H. Additional Requirements: As specified in individual Product specification sections.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 78 36

PRODUCT WARRANTIES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Warranties.
- B. PROVIDER's one-year warranty.
- C. Product and services warranties.
- D. Form of submittals.
- E. Preparation of submittals.
- F. Time of submittals.

1.2 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 three (3) sets of volumes 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, subPROVIDER contact information and whether or not warranty meets or exceeds specification.
 - 1. Draft of spreadsheet prepared by COUNTY Representative 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 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, PROVIDER shall correct it promptly after receipt of written notice from COUNTY to do so unless COUNTY has previously given PROVIDER a written acceptance of such condition.
 - 1. This period of one 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. COUNTY 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 year as described herein relates only to the specific obligation of PROVIDER 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 PROVIDER's liability with respect to PROVIDER's obligations other than specifically to correct the Work.

1.3 PROVIDER'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 COUNTY.
- B. Unless otherwise provided in the CONTRACT, PROVIDER warrants all equipment, materials, and labor furnished or performed under this CONTRACT against defects in design, materials, and workmanship (unless furnished by COUNTY), 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 PROVIDER or by any of PROVIDER's subPROVIDERs 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 PROVIDER at a time acceptable to COUNTY.
- C. PROVIDER 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 necessary to gain access, shall be borne by PROVIDER.
- D. PROVIDER 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. PROVIDER shall notify COUNTY in writing the status of a warranty work order within seven (7) days of receipt of a warranty correction.
 - 2. Should PROVIDER fail to promptly make the necessary redesign, repair, replacement, and tests, COUNTY may perform or cause to be performed the same at PROVIDER's expense.
 - 3. PROVIDER 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 (N/A).
 - 4. PROVIDER and PROVIDER'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 (N/A).
 - 5. COUNTY reserves the right to schedule weekly warranty work sessions during the one (1) year correction period, where PROVIDER, third party M.E.P., Chemical Treatment Consultant, and Building Controls Systems PROVIDER shall attend.

1.4 PRODUCT AND SERVICES WARRANTIES

- A. PROVIDER warrants to COUNTY 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 PROVIDER, improper or insufficient maintenance, improper operation, or evidence as to the kind and quality of materials and equipment.

PART 2 PRODUCTS

2.1 FORM OF SUBMITTALS

- A. Bind in commercial quality 8-1/2-inch three D side ring binders with durable plastic covers.
- B. Cover: Identify each binder with typed or printed title WARRANTIES with title of Project; name, address, and telephone number of PROVIDER 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 index tab sheets keyed to the Table of Contents listing. Provide full information, using separate typed sheets as necessary. List subPROVIDER, supplier, and manufacturer with name, address, and telephone number of responsible principal.

PART 3 EXECUTION

3.1 PREPARATION OF SUBMITTALS

- A. Obtain warranties, notarized and executed in duplicate by responsible subPROVIDERS, suppliers, and manufacturers within ten (10) days after completion of the applicable item of work. Except for items put into use with COUNTY'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.

3.2 TIME OF SUBMITTALS

- A. For equipment or component parts of equipment put into service during construction with COUNTY'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

1.1 SECTION INCLUDES

- A. Working copy of CONTRACT Documents and As-Built Drawings
- B. Record Documents Requirements and Preparation.

1.2 SUBMITTALS

- A. Submit Project Record Documents to COUNTY as specified below.

PART 2 PRODUCTS

2.1 WORKING COPY OF CONTRACT DOCUMENTS AND AS-BUILT DRAWINGS

- A. Working copy of CONTRACT Documents (hardcopy and/or electronic copy) is for use by PROVIDER and COUNTY. Protect from damage and repair if damaged. PROVIDER shall post all addendums and prepare a working copy of CONTRACT Documents for field use by PROVIDER and COUNTY.
- B. Use working copy to record actual conditions and changes during the course of the Work. As the work progresses, the PROVIDER 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 the Drawings, and Shop Drawings and a copy of the Project Manual (Specifications) Information contained in the record documents shall include, but not be limited to:
 - 1. 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 (N/A).
 - 2. 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 6 inches. By notation, describe the vertical location of the item such as "below slab," "above ceiling," etc (N/A).
 - 3. Modifications made to accommodate field conditions.
 - 4. Location and function of mechanical and electrical control devices and shut-off valves (N/A).
 - 5. Revise Drawings and panel schedules to show final circuiting of electrical fixtures and equipment.
- C. Working copy set shall be separate from the set PROVIDER may provide for use by SubPROVIDERS.
- D. Store the Working Copy of the CONTRACT Documents separate from documents used for construction.

2.2 RECORD DOCUMENTS REQUIREMENTS

- A. For the entire course of PROVIDER's work, maintain on Site one set of the following Record Documents:
 - 1. Drawings.

2. Specifications (Bid Requirements, General Requirements, Technical Requirements).
3. Addenda.
4. Reviewed Shop Drawings, Product Data, and other submittals.
5. Manufacturers' instructions for assembly, installation, and adjusting.
6. 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 COUNTY.
- 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 manufacturer's and products which were not used shall be stricken out.
- E. Record Drawings and Specifications:
 1. Progress Records: During construction, keep a marked-up, up-to-date working copy of CONTRACT Documents 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 monthly progress meetings.
 2. Final Records:
 - a. Obtain from COUNTY Representative 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, PROVIDER shall prepare an marked-up, updated digital PDF record set of drawings, of the complete original bidding documents, at PROVIDER's expense.
 - c. Expenses for procurement and updating of electronic documents shall be at no additional cost to COUNTY.
 - d. Incorporate changes on record set in a neat readable manner acceptable to the COUNTY. Deletions shall be made clearly indicating the information deleted. Record information in adequate size lettering and notation to be legible at half size reproduction. PROVIDER shall provide a sample of the method of incorporating changes to the COUNTY's Authorized Representative for review and acceptance.
 - e. Markups/updates shall be performed by an experienced, competent technician.
 - f. Identify documents as "RECORD DRAWINGS."
 3. Record Drawings are required for this project and will be turned over to COUNTY prior to final payment.
 4. COUNTY requires "RECORD DRAWINGS" in PDF Format on view only CDs or other COUNTY acceptable electronic format.
- F. Documents at the Site:
 1. Maintain at the site for COUNTY, one progress record copy of 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, and similar required submittals.
 2. These shall be available to COUNTY and delivered to COUNTY upon completion of the Work.

END OF SECTION

SECTION 26 05 10

BASIC ELECTRICAL REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Basic Electrical Requirements specifically applicable to Division 16 Sections, in addition to Division 1 General Requirements.

1.2 ALTERNATES

- A. Alternates quoted on Bid Forms will be reviewed and accepted or rejected at the Owner's option. Accepted Alternates will be identified in Owner-Contractor Agreement.
- B. Coordinate related work and modify surrounding work as required.

1.3 REFERENCES

- A. ANSI/NFPA 70 - National Electrical Code.

1.4 SUBMITTALS

- A. Proposed Products List: Include Products specified in the following Sections:
 - 1. Section 26 05 19 – Low-Voltage Electrical Power Conductors and Cables.
- B. Submit shop drawings and product data grouped to include complete submittals of related systems, products, and accessories in a single submittal.
- C. Mark dimensions and values in units to match those specified.

1.5 REGULATORY REQUIREMENTS

- A. Conform to Uniform Building Code.
- B. Electrical: Conform to NFPA 70.
- C. Electrical: Conform to local electrical ordinance.
- D. Obtain permits, and request inspections from authority having jurisdiction.

1.6 PROJECT/SITE CONDITIONS

- A. Install Work in locations shown on Drawings, unless prevented by Project conditions.
- B. The drawings are diagrammatic unless indicated otherwise. The drawings reflect circuiting only and are not depicting exact conduit routing unless specifically noted otherwise. Homerun circuits may be combined per requirements of NEC. Do not share neutral conductors in Homeruns unless specifically noted on Drawings.
- C. Prepare drawings showing proposed rearrangement of Work to meet Project conditions, including changes to Work specified in other Sections. Obtain permission of Architect before proceeding.
- D. Data presented on these drawings are as accurate as planning can determine, but field verification of all dimensions, locations, levels, etc., to suit field conditions is required. Review all architectural, interior, structural, civil, and mechanical drawings; and adjust all

work to meet the requirements of conditions shown. Discrepancies between different plans, or between drawings and specifications, or regulations and codes governing the installation shall be brought to the attention of the engineer in writing before the date of bid opening. If discrepancies are not reported, the contractor shall bid the greater quantity or better quality, and appropriate adjustments will be made after contract award. Contractor shall be responsible to field measure and confirm mounting heights and location of electrical equipment with respect to counters, radiation, etc. Do not scale distances off the electrical drawings. Use actual building and site dimensions.

- E. Guarantee all material furnished and all workmanship performed for a period of one year from the date of final acceptance of the work. Any defects developing within this period, traceable to material furnished as a part of this section or workmanship performed hereunder, shall be made good at no additional expense to the project.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 26 05 19

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.1 SUMMARY

- A. Section includes building wire and cable; and wiring connectors and connections.

1.2 REFERENCES

- A. International Electrical Testing Association:
 - 1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.

1.3 SYSTEM DESCRIPTION

- A. Product Requirements: Provide products as follows:
 - 1. Solid conductor for feeders and branch circuits 10 AWG and smaller.
 - 2. Stranded conductors for control circuits.
 - 3. Conductor not smaller than 12 AWG for power and lighting circuits.
 - 4. Conductor not smaller than 16 AWG for control circuits.
 - 5. 10 AWG conductors for 20 ampere, 120 volt branch circuits longer than 75 feet.
 - 6. 10 AWG conductors for 20 ampere, 277 volt branch circuits longer than 200 feet.
- B. Wiring Methods: Provide the following wiring methods:
 - 1. Concealed Dry Interior Locations: Use only building wire, Type THHN, in raceway.
 - 2. Exposed Dry Interior Locations: Use only building wire, Type THHN, in raceway.
 - 3. Above Accessible Ceilings: Use only building wire, Type THHN, in raceway.
 - 4. Wet or Damp Interior Locations: Use only building wire, Type THW or THWN.
 - 5. Exterior Locations: Use only building wire, Type THW, in raceway.
 - 6. Underground Locations: Use only building wire, Type THW, in raceway.

1.4 DESIGN REQUIREMENTS

- A. Conductor sizes are based on copper.

1.5 SUBMITTALS

- A. Section 01 33 00 - Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit for building wire.

1.6 CLOSEOUT SUBMITTALS

- A. Section 01 78 23 – Operation and Maintenance Data.
- B. Project Record Documents: Record actual locations of components and circuits.

1.7 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this section with minimum three years experience.

1.8 FIELD MEASUREMENTS

- A. Verify field measurements are as indicated on Drawings.

1.9 COORDINATION

- A. Where wire and cable destination is indicated and routing is not shown, determine routing and lengths required.
- B. Wire and cable routing indicated is approximate unless dimensioned. Include wire and cable lengths within 10 ft of length shown.

PART 2 PRODUCTS

2.1 BUILDING WIRE

- A. Product Description: Single conductor insulated wire.
- B. Conductor: Copper.
- C. Insulation Voltage Rating: 600 volts.
- D. Insulation: NFPA 70; Type THW XHHW insulation for feeders and branch circuits larger than #2 AWG; Type THW THHN/THWN XHHW insulation for feeders and branch circuits #2 AWG and smaller.

2.2 WIRING CONNECTORS

- A. Split Bolt Connectors:
- B. Solderless Pressure Connectors:
- C. Spring Wire Connectors:
- D. Compression Connectors:

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify interior of building has been protected from weather.
- B. Verify mechanical work likely to damage wire and cable has been completed.
- C. Verify raceway installation is complete and supported.

3.2 PREPARATION

- A. Completely and thoroughly swab raceway before installing wire.

3.3 INSTALLATION

- A. Route wire and cable to meet Project conditions.
- B. Neatly train and lace wiring inside boxes, equipment, and panelboards.

3.4

WIRE COLOR

- A. Identify and color code wire and cable under provisions of Section 26 05 53. Identify each conductor with its circuit number or other designation indicated.
- B. Special Techniques--Building Wire in Raceway:
 - 1. Pull conductors into raceway at same time.
 - 2. Install building wire 4 AWG and larger with pulling equipment.
- C. Special Techniques - Wiring Connections:
 - 1. Clean conductor surfaces before installing lugs and connectors.
 - 2. Make splices, taps, and terminations to carry full ampacity of conductors with no perceptible temperature rise.
 - 3. Tape uninsulated conductors and connectors with electrical tape to 150 percent of insulation rating of conductor.
 - 4. Install split bolt connectors for copper conductor splices and taps, 6 AWG and larger.
 - 5. Install solderless pressure connectors with insulating covers for copper conductor splices and taps, 8 AWG and smaller.
 - 6. Install insulated spring wire connectors with plastic caps for copper conductor splices and taps, 10 AWG and smaller.
 - 7. Install solid conductor for feeders and branch circuits 10 AWG and smaller.
- D. General
 - 1. For wire sizes 10 AWG and smaller, install wire colors in accordance with the following:
 - a. Black and red for single phase circuits at 120/240 volts.
 - b. Black, red, and blue for circuits at 120/208 volts single or three phase.
 - 2. For wire sizes 8 AWG and larger, identify wire with colored tape at terminals, splices and boxes. Colors are as follows:
 - a. Black and red for single phase circuits at 120/240 volts.
 - b. Black, red, and blue for circuits at 120/208 volts single or three phase.
- E. Neutral Conductors: White. When two or more neutrals are located in one conduit, individually identify each with proper circuit number.
- F. Branch Circuit Conductors: Install three or four wire home runs with each phase uniquely color coded.
- G. Feeder Circuit Conductors: Uniquely color code each phase.
- H. Ground Conductors:
 - 1. For 6 AWG and smaller: Green.
 - 2. For 4 AWG and larger: Identify with green tape at both ends and visible points including junction boxes.

3.5

FIELD QUALITY CONTROL

- A. Section 01 45 00 – Quality Control.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.3.1.

END OF SECTION

SECTION 26 05 26

GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Rod electrodes.
 - 2. Wire.
 - 3. Grounding well components.
 - 4. Mechanical connectors.
 - 5. Exothermic connections.

1.2 REFERENCES

- A. Institute of Electrical and Electronics Engineers:
 - 1. IEEE 142 - Recommended Practice for Grounding of Industrial and Commercial Power Systems.
 - 2. IEEE 1100 - Recommended Practice for Powering and Grounding Electronic Equipment.
- B. International Electrical Testing Association:
 - 1. NETA ATS - Acceptance Testing Specifications for Electrical Power Distribution Equipment and Systems.
- C. National Fire Protection Association:
 - 1. NFPA 70 - National Electrical Code.
 - 2. NFPA 99 - Standard for Health Care Facilities.

1.3 SYSTEM DESCRIPTION

- A. Grounding systems use the following elements as grounding electrodes:
 - 1. Metal building frame.
 - 2. Concrete-encased electrode.
 - 3. Rod electrode.

1.4 PERFORMANCE REQUIREMENTS

- A. Grounding System Resistance: 5 ohms maximum.

1.5 SUBMITTALS

- A. Section 01 33 00 – Submittal Procedures and Section 01 45 00 Quality Control.
- B. Product Data: Submit data on grounding electrodes and connections.
- C. Test Reports: Indicate overall resistance to ground.
- D. Manufacturer's Installation Instructions: Submit for active electrodes.

1.6 CLOSEOUT SUBMITTALS

- A. Section 01 78 23 – Operation and Maintenance Data.
- B. Project Record Documents: Record actual locations of components and grounding electrodes.

1.7 QUALITY ASSURANCE

- A. Provide grounding materials conforming to requirements of NEC, IEEE 142, and UL labeled.

1.8 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years experience.
- B. Installer: Company specializing in performing work of this section with minimum three years experience.

1.9 DELIVERY, STORAGE, AND HANDLING

- A. Section 01 60 00 – Product Requirements.
- B. Accept materials on site in original factory packaging, labeled with manufacturer's identification.
- C. Protect from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original packaging.
- D. Do not deliver items to project before time of installation. Limit shipment of bulk and multiple-use materials to quantities needed for immediate installation.

1.10 COORDINATION

- A. Complete grounding and bonding of building reinforcing steel prior concrete placement.

PART 2 PRODUCTS

2.1 ROD ELECTRODES

- A. Product Description:
 - 1. Material: Copper.
 - 2. Diameter: 3/4 inch (19 mm).
 - 3. Length: 8 feet 2.4 m).
- B. Connector: Connector for exothermic welded connection.

2.2 WIRE

- A. Material: Stranded copper.
- B. Foundation Electrodes: 3/0 AWG.
- C. Grounding Electrode Conductor: Copper conductor bare.
- D. Bonding Conductor: Copper conductor bare.

2.3 GROUNDING WELL COMPONENTS

- A. Well Pipe: 8 inches NPS (DN200) by 24 inches (600 mm) long concrete pipe with belled end.
- B. Well Cover: Cast iron with legend "GROUND" embossed on cover.

2.4 MECHANICAL CONNECTORS

- A. Description: Bronze connectors, suitable for grounding and bonding applications, in configurations required for particular installation.

2.5 EXOTHERMIC CONNECTIONS

- A. Manufacturers:
 - 1. Cadweld, Erico, Inc.
 - 2. Erico.
- B. Product Description: Exothermic materials, accessories, and tools for preparing and making permanent field connections between grounding system components.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify final backfill and compaction has been completed before driving rod electrodes.

3.2 PREPARATION

- A. Remove paint, rust, mill oils, surface contaminants at connection points.

3.3 INSTALLATION

- A. Install in accordance with IEEE 142.
- B. Install rod electrodes at locations. Install additional rod electrodes to achieve specified resistance to ground.
- C. Install grounding and bonding conductors concealed from view.
- D. Install grounding well pipe with cover at each rod location. Install well pipe top flush with finished grade.
- E. Install grounding electrode conductor and connect to reinforcing steel in foundation footing. Electrically bond steel together.
- F. Equipment Grounding Conductor: Install separate, insulated conductor within each feeder and branch circuit raceway. Terminate each end on suitable lug, bus, or bushing.
- G. Permanently ground entire light and power system in accordance with NEC, including service equipment, distribution panels, lighting panelboards, switch and starter enclosures, motor frames, grounding type receptacles, and other exposed non-current carrying metal parts of electrical equipment.
- H. Install branch circuits feeding isolated ground receptacles with separate insulated grounding conductor, connected only at isolated ground receptacle, ground terminals, and at ground bus of serving panel.
- I. Accomplish grounding of electrical system by using insulated grounding conductor installed with feeders and branch circuit conductors in conduits. Size grounding conductors in accordance with NEC. Install from grounding bus of serving panel to ground bus of served panel, grounding screw of receptacles, lighting fixture housing, light switch outlet boxes or metal enclosures of service equipment. Ground conduits by means of grounding bushings on terminations at panelboards with installed number 12 conductor to grounding bus.

- J. Permanently attach equipment and grounding conductors prior to energizing equipment.

3.4 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Grounding and Bonding: Perform inspections and tests listed in NETA ATS, Section 7.13.
- C. Perform ground resistance testing in accordance with IEEE 142.
- D. Perform leakage current tests in accordance with NFPA 99.
- E. Perform continuity testing in accordance with IEEE 142.
- G. When improper grounding is found on receptacles, check receptacles in entire project and correct. Perform retest.

END OF SECTION

SECTION 26 05 53

IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Nameplates.
 - 2. Labels.
 - 3. Wire markers.
 - 4. Underground Warning Tape.

1.2 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years experience.
- B. Installer: Company specializing in performing Work of this section with minimum three years experience.

1.3 DELIVERY, STORAGE, AND HANDLING

- A. Accept identification products on site in original containers. Inspect for damage.
- B. Accept materials on site in original factory packaging, labeled with manufacturer's identification, including product density and thickness.
- C. Protect insulation from weather and construction traffic, dirt, water, chemical, and mechanical damage, by storing in original wrapping.

1.4 ENVIRONMENTAL REQUIREMENTS

- A. Section 01 60 00 – Product Requirements.
- B. Install labels and nameplates only when ambient temperature and humidity conditions for adhesive are within range recommended by manufacturer.

PART 2 PRODUCTS

2.1 NAMEPLATES

- A. Product Description: Laminated three-layer plastic with engraved white letters on black contrasting background color.
- B. Letter Size:
 - 1. 1/8 inch high letters for identifying individual equipment and loads.
 - 2. 1/4 inch high letters for identifying grouped equipment and loads.
- C. Minimum nameplate thickness: 1/8 inch.

2.2 LABELS

- A. Labels: Embossed adhesive tape, with 3/16 inch white letters on black background.

2.3 WIRE MARKERS

- A. Description: Split sleeve, or tubing type wire markers.
- B. Legend:
 - 1. Power and Lighting Circuits: Branch circuit or feeder number as indicated on Drawings.
 - 2. Control Circuits: Control wire number as indicated on shop drawings.

2.4 UNDERGROUND WARNING TAPE

- A. Description: 4 inch wide plastic tape, detectable type, colored red with suitable warning legend describing buried electrical lines.

PART 3 EXECUTION

3.1 PREPARATION

- A. Degrease and clean surfaces to receive adhesive for identification materials.

3.2 INSTALLATION

- A. Install identifying devices after completion of painting.
- B. Nameplate Installation:
 - 1. Install nameplate parallel to equipment lines.
 - 2. Install nameplate for each electrical distribution and control equipment enclosure with corrosive-resistant mechanical fasteners, or adhesive.
 - 3. Install nameplates for each control panel and major control components located outside panel with corrosive-resistant mechanical fasteners, or adhesive.
 - 4. Secure nameplate to equipment front using screws or rivets.
 - 5. Secure nameplate to inside surface of door on recessed panelboard in finished locations.
 - 6. Install nameplates for the following:
 - a. Switchboards
 - b. Panelboards.
 - c. Disconnects.
- C. Label Installation:
 - 1. Install label parallel to equipment lines.
 - 2. Install label for identification of individual control device stations, and wiring devices.
 - 3. Install labels for permanent adhesion and seal with clear lacquer.
- D. Wire Marker Installation:
 - 1. Install wire marker for each conductor at panelboard gutters, pull boxes, outlet and junction boxes, and each load connection.
 - 2. Mark data cabling at each end. Install additional marking at accessible locations along the cable run.
 - 3. Install labels at data outlets identifying patch panel and port designation as indicated on Drawings.
- E. Underground Warning Tape Installation:
 - 1. Install underground warning tape along length of each underground conduit, raceway, or cable 6 to 8 inches below finished grade, directly above buried conduit, raceway, or cable.

END OF SECTION

SECTION 28 13 11

PHYSICAL ACCESS CONTROL SYSTEM (PACS)

PART 1 – GENERAL

1.1 DESCRIPTION

Provide and install a complete Physical Access Control System, hereinafter referred to as the PACS. PROVIDER shall coordinate with COUNTY to determine the project scope for each project and shall be responsible for determine the specification of the PACS at each project location. PROVIDER shall only be responsible for furnishing and installing products and equipment requested by COUNTY. PROVIDER shall be responsible to ensure that the system is functional accordingly and meets the specification requirements herein, regardless of whether or not the products/equipment was furnished and or installed by COUNTY and or COUNTY's contracted vendor.

A. When to use Mercury Control Panels vs. JCI Control Panels:

PROVIDER shall review said facility in question of installing Access Control System if no Access Control System exist then the PROVIDER shall provide a new system providing Mercury Control Panels and associated equipment that is outlined in Access Control Fee Schedule. If the facility in question has a pre-existing system that is less than 49% of the new work to be added, then then the PROVIDER shall provide a new system providing Mercury Control Panels and associated equipment that is outlined in Access Control Fee Schedule. If the facility in question has a pre-existing system that is more than 51% of the new work to be added, then the PROVIDER shall provide a new system providing JCI Control Panels and associated equipment that is outlined in Access Control Fee Schedule Bid document. At COUNTY's discretion, the forgoing requirements within this paragraph may be omitted by PROVIDER, if COUNTY provides written confirmation to PROVIDER of such requirements.

1.2 RELATED WORK

A. For Warranty of Construction, Section 01 78 36, PRODUCT WARRANTIES

B. For General Requirements, Division 01, GENERAL REQUIREMENTS.

1.3 QUALITY ASSURANCE

A. The PROVIDER shall be responsible for providing, installing, and the operation of the PACS as shown. The PROVIDER shall also provide certification as required.

B. The security system will be installed and tested to ensure all components are fully compatible as a system and can be integrated with all associated security subsystems, whether the security system is stand-alone or a part of a complete Information Technology (IT) computer network.

C. The PROVIDER or security sub-PROVIDER shall be a licensed security PROVIDER as required within the state or jurisdiction of where the installation work is being conducted.

1.4 SUBMITTALS

A. Submit below items in conjunction with Master Specification Sections 01 33 00 SUBMITTAL REQUIREMENTS. PROVIDER shall be responsible for the coordination and management of engineering drawings of the COUNTY'S electrical and door PROVIDERS. Provide certificates of compliance with Section 1.3, Quality Assurance.

- B. Provide a complete and thorough pre-installation and as-built design package in both electronic format and on paper, minimum size 24 X36 inches; drawing submittals shall be per the established project schedule.
- C. Pre-installation design and as-built packages shall include, but not be limited to:
1. Index Sheet that shall:
 - a. Define each page of the design package to include facility name, building name, floor, and sheet number.
 - b. Provide a complete list of all security abbreviations and symbols.
 - c. Reference all general notes that are utilized within the design package.
 - d. Provide a complete list of all security abbreviations and symbols.
 - e. Reference all general notes that are utilized within the design package.
 - f. Specification and scope of work pages for all individual security systems that are applicable to the design package that will:
 - 1) Outline all general and job specific work required within the design package.
 - 2) Provide a detailed device identification table outlining device Identification (ID) and use for all security systems equipment utilized in the design package.
 2. Drawing sheets that will be plotted on the individual floor plans or site plans shall:
 - a. Include a title block as defined above.
 - b. Clearly define the drawings scale in both standard and metric measurements.
 - c. Provide device identification and location.
 - d. Address all signal and power conduit runs and sizes that are associated with the design of the electronic security system and other security elements (e.g., barriers, etc.).
 - e. Identify all pull box and conduit locations, sizes, and fill capacities.
 - f. Address all general and drawing specific notes for a particular drawing sheet.
 3. A detailed riser drawing for each applicable security subsystem shall:
 - a. Indicate the sequence of operation.
 - b. Relationship of integrated components on one diagram.
 - c. Include the number, size, identification, and maximum lengths of interconnecting wires.
 - d. Wire/cable types shall be defined by a wire and cable schedule. The schedule shall utilize a lettering system that will correspond to the wire/cable it represents (example: A = 18 AWG/1 Pair Twisted, Unshielded). This schedule shall also provide the manufacturer's name and part number for the wire/cable being installed.
 4. A detailed system drawing for each applicable security system shall:
 - a. Clearly identify how all equipment within the system, from main panel to device, shall be laid out and connected.
 - b. Provide full detail of all system components wiring from point-to-point.
 - c. Identify wire types utilized for connection, interconnection with associate security subsystems.

- d. Show device locations that correspond to the floor plans.
 - e. All general and drawing specific notes shall be included with the system drawings.
 - 5. A detailed schedule for all of the applicable security subsystems shall be included. All schedules shall provide the following information:
 - a. Device ID.
 - b. Device Location (e.g. site, building, floor, room number, location, and description).
 - c. Mounting type (e.g. flush, wall, surface, etc.).
 - d. Power supply or circuit breaker and power panel number.
 - e. In addition, for the PACS, provide the door ID, door type (e.g. wood or metal), locking mechanism (e.g. strike or electromagnetic lock) and control device (e.g. card reader or biometrics).
 - 6. Detail and elevation drawings for all devices that define how they were installed and mounted.
- D. Pre-installation design packages shall go through a full review process conducted by the PROVIDER along with a owners representative to ensure all work has been clearly defined and completed. All reviews shall be conducted in accordance with the project schedule. There shall be four (4) stages to the review process:
- 1. 50 percent
 - 2. 100 percent
- E. Provide manufacturer security system product cut-sheets. Submit for approval at least 45 days prior to commencement of formal testing, a Security System Operational Test Plan. Include procedures for operational testing of each component and security subsystem, to include performance of an integrated system test.
- F. Submit manufacture's certification of Underwriters Laboratories, Inc. (UL) listing as specified. Provide all maintenance and operating manuals per Section 01 00 00, GENERAL REQUIREMENTS.

1.5 APPLICABLE PUBLICATIONS

- A. The publications listed below (including amendments, addenda, revisions, supplement, and errata) form a part of this specification to the extent referenced. The publications are referenced in the text by the basic designation only.
- B. American National Standards Institute (ANSI)/ Security Industry Association (SIA):
 - AC-01.....Access Control: Wiegand Card Reader Interface Standard
 - AC-03.....Access Control: Badging Techniques
- C. American National Standards Institute (ANSI)/ International Code Council (ICC): A117.1Standard on Accessible and Usable Buildings and Facilities
- D. Department of Justice American Disability Act (ADA)
 - 28 CFR Part 36-90.....ADA Standards for Accessible Design
- E. Government Accountability Office (GAO):
 - GAO-03-8-02Security Responsibilities for Federally Owned and Leased Facilities

- F. National Electrical PROVIDERs Association
303-2005.....Installing Closed Circuit Television (CCTV) Systems
- G. National Electrical Manufactures Association (NEMA):
250-03.....Enclosures for Electrical Equipment (1000 Volts Maximum)
- H. National Fire Protection Association (NFPA):
70-05..... Article 780-National Electrical Code
- I. Underwriters Laboratories, Inc. (UL):
294-99.....Standard for Access Control
305-97.....Standard for Panic Hardware
639-97.....Standard for Intrusion-Detection Units
752-05.....Standard for Bullet-Resisting Equipment
827-96.....Central Station Alarm Services
1076-95.....Standards for Proprietary Burglar Alarm Units and Systems
1981-03.....Central Station Automation System
2058-05.....High Security Electronic Locks
- J. Homeland Security Presidential Directive (HSPD):
HSPD-12Policy for a Common Identification Standard for Federal
Employees and PROVIDERs
- K. Federal Information Processing Standards (FIPS):
FIPS-201-2Personal Identity Verification (PIV) of Federal Employees
and PROVIDERs
- L. National Institute of Standards and Technology (NIST):
IR 6887 V2.1Government Smart Card Interoperability Specification (GSC-
IS) Special Pub 800-96PIV Card Reader Interoperability Guidelines
Special Pub 800-76-2.....Biometric Specifications for Personal Identity Verification
- M. Institute of Electrical and Electronics Engineers (IEEE):
C62.41IEEE Recommended Practice on Surge Voltages in Low-
Voltage AC Power Circuits
- N. International Organization for Standardization (ISO):
7810.....Physical Characteristics of Credit Card Size Document
7811.....Physical Characteristics for Magnetic Stripe Cards
7816-1.....Physical Characteristics of the Card
7816-2.....Dimensions and Contact Position of the card
7816-3.....Electrical Signals and Transmission Protocols
7816-4.....Inter-Industry Command for Interchange
14443.....RFID cards; Contactless Proximity Cards Operating at
13.56 MHz in up to 5 inches distance
15693.....RFID cards; Contactless Vicinity Cards Operating at 13.56
MHz in up to 50 inches distance
- O. Uniform Federal Accessibility Standards (UFAS) 1984
- P. ADA Standards for Accessible Design 1994

PART 2 – PRODUCTS

2.1 EQUIPMENT AND MATERIALS

- A. All equipment associated within the PACS shall be UL 294 compliant and rated for continuous operation. Environmental conditions (i.e. temperature, humidity, wind, and seismic activity) shall be taken under consideration at each facility and site location prior to installation of the equipment.
- B. All equipment shall operate on a 120 volts alternating current (VAC); 60 Hz AC power system unless documented otherwise in subsequent sections listed within this specification. All equipment shall have a back-up source of power that will provide a minimum of 72 hours of run time in the event of a loss of primary power to the facility.
- C. The system shall be designed, installed, and programmed in a manner that will allow for easy of operation, programming, servicing, maintenance, testing, and upgrading of the system.
- D. All PACS components located in designated "HAZARDOUS ENVIRONMENT" areas where fire or explosion could occur due to the presence of natural gases or vapors, flammable liquids, combustible residue, or ignitable fibers or debris, shall be rated Class II, Division I, Group F, and installed in accordance with NFPA 70, Chapter 5.
- E. All equipment and materials for the system will be compatible to ensure correct operation as outlined in FIPS 201-2, August 2013 and HSPD-12.

2.2 MANUFACTURERS

ACCEPTABLE MANUFACTURERS:

- A. Subject to owner's final approval of documentation submitted by PROVIDER, the following manufacturer's products will be considered acceptable for County projects; and as compliant to these technical specifications. In order to assure achievement of maximum system performance, individual components must be performance-certified to match interfacing and interactive components. Products must not be mixed and matched between different vendors. Vendor solutions must be implemented as single vendor end-to-end engineered systems to assure compatibility.
- B. Equipment Racks and Cabinets (PROVIDER to specify type of cabinet and enclosure and provide specification/cut-sheets to COUNTY and COUNTY's contracted vendor who will furnish and install said equipment)
 - 1. Middle Atlantic Products
 - 2. Winsted
 - 3. CPI Chatsworth
 - 4. Or Owner approved equal
- C. Cable (to be installed/furnished by COUNTY or COUNTY's contracted vendor)
 - 1. Belden
 - 2. Commscope
 - 3. The Siemon Co.
 - 4. Or Owner approved equal
- D. Control Panel / Hardware System
 - 1. (Mercury Control Panels)
 - a. EP-2500
 - b. EP-1501
 - c. EP-1502

- E. Network Switching Gear (to be installed/furnished by COUNTY or COUNTY's contracted vendor)
 - 1. Cisco
 - 2. Extreme
 - 3. Brocade
 - 4. Or approved equal

- F. Door Hardware (to be installed/furnished by COUNTY or COUNTY's contracted vendor. All door prep shall be performed by COUNTY or COUNTY's contracted vendor)
 - 1. Maglocks / Strikes / Mortise Locks All keyed Mortise locks shall be, 7 pin, Small Format Interchangeable Core (SFIC) compatible.
 - a. ASSA Abloy
 - b. SDC
 - c. Allegion
 - d. Stanley
 - e. Or approved equal
 - 2. Credential Readers
 - a. HID (no substitute)
 - 3. Power Transfer / Hinges
 - a. ASSA Abloy
 - b. Stanley
 - c. Allegion
 - d. Or approved equal
 - 4. REX Devices / Contacts
 - a. ASSA Abloy
 - b. Honeywell
 - c. Bosch
 - d. Interlogix
 - e. Or approved equal

- E. Access Control Software
 - 1. Existing Johnson Controls Pegasys P2000

2.3 EQUIPMENT ITEMS

- A. The security system characteristics listed in this section will serve as a guide in selection of equipment and materials for the PACS. If updated or more suitable versions are available, then the COUNTY's authorized representative will approve the acceptance of prior to an installation.
- B. PACS equipment shall meet or exceed all requirements listed below.
- C. A PACS shall be comprised of, but not limited to, the following components:
 - 1. Control/Communications Panels
 - 2. Electronic Security Management System
 - 3. Card Reader and Credential Cards
 - 4. Picture ID and Badging Station
 - 5. Biometrics
 - 6. Portal Control Devices
 - 7. Traffic Lights
 - 8. Blue Pulls
 - 9. Door Status Indicators
 - 10. Entry Control Device

11. Sirens / Horns
12. Power Supplies
13. Wires and Cables

D. Control/Communication Panels:

1. Shall connect to a central point provided for monitoring, controlling, and programming.
2. Shall provide a means of controlling 64 Readers per Controller, with networked Controller system capability of more than 2000 Doors.
3. Shall be expandable and provide a means of networking multiple control panels via serial or TCP/IP to provide overall control of all doors on the PACS via the primary PEGASYS P2000 control server.
4. Shall have capability for individual units to maintain operational status via onboard configuration memory in the event of communication loss.
5. Shall be system specific addressable, Internet Protocol (IP) addressable, and programmable via a computer.
6. Shall be able to be interfaced directly from a computer or via the Internet or Intranet. Access to the panels shall be password protected. All individuals with access to the panels shall have a user specific password.
7. Shall be of the same manufacturer to ensure full compatibility within the system.
8. The operating system for the panel must utilize a single seamlessly integrated relational database for all functionality. This integration shall be provided with one operating environment. The operating environment shall be minimum of the following:
 - a. Microsoft Windows 10 Enterprise
 - b. Microsoft Server 2012 or higher (Not supported after 2022)
 - c. Microsoft Server 2016 or higher
9. The panel's web enabled client applications shall be capable of running on independent client operating systems including, Windows 10, Windows 10 Enterprise, Macintosh OS 10, Android 11 or higher. The web-enabled applications shall utilize the same common database as the other system modules and operate within standard Browser applications including Chrome, Firefox, and Safari.
10. The panel programming shall be written so that all system modules (e.g. access control, alarm monitoring, credential management, digital video, visitor management, intrusion detection, asset management, etc.) are developed and built from a unified 32-bit or higher source code set. There absolutely shall not be separate source code bases for the individual modules of the PACS.
11. The Control Panel Module shall:
 - a. Provide for full distributed processing of access control and alarm monitoring operations.
 - b. Store the following information and function using a high speed, local 32-bit or higher microprocessor:
 - 1) access levels
 - 2) hardware configurations
 - 3) programmed alarm outputs assigned at an administration client workstation
 - c. Process all access granted/denied decisions to provide fast responses to card reader transactions.
 - d. Meet the following minimum requirements:
 - 1) FCC Part 15 Class A, NIST Certified Encryption

- 2) Open Supervised Device Protocol (OSDP) Compliant.
 - 3) Multiple card format support by reader.
 - 4) Paired Reader Support
 - 5) Card Issue code, ADA and VIP flags (up to 32 bits); PIV(75bits); Smart Card (200bits)
 - 6) Communications RJ-45 10/100 Ethernet
 - 7) Downframe communications 2-wire RS-485
 - 8) Peripheral Interface including OSDP 2-wire RS-485
 - 9) Support direct network connections.
 - 10) Have remote network connection support.
 - 11) Minimum on-board memory of (32) MB.
 - 12) Local Area Network (LAN) Support RJ45 (100/1000baseT) IPv4 / IPv6 Protocol
 - 13) Minimum memory storage of up to 600,000 cardholders and 50,000 events.
 - 14) Supervised Communications with PACS system software.
 - 15) Biometric Interface Support.
 - 16) Powered via 12-24 volts direct current (VDC) input power via a UL certified step-down transformer or power supply.
 - 17) Individual Shunt Times
 - 18) Up to (15) Digit PIN Codes.
 - 19) Status LED's to identify normal component and communication status.
- e. Control connected doors utilizing input and output relays that are fully programmable via network software.
- f. Dedicated input for tamper status.
- g. Input points shall meet the following minimum requirements:
- 1) Provide UL 1076 analog unsupervised alarm input zones to monitor and report alarm conditions, power faults, and tampers.
 - 2) Operate independently and in conjunction with output relays, which will send an output signal to a corresponding output device upon alarm input activation. Once an alarm has been received, the input relay shall activate any or all alarm outputs.
 - 3) Contain the following features:
 - a) Alarm contact status scanning at up to 120 times per second for each zone.
 - b) A low power Complementary-symmetry/metal-oxide semiconductor (CMOS) microprocessor.
 - c) Filtered data for noise rejection to prevent false alarms.
- h. Output relays shall meet the following minimum requirements:
- 1) Shall be capable of controlling a corresponding output device upon any input activation or on command from the PACS.
 - 2) Shall be capable of responding to:
 - a) Input alarms.
 - b) Commands from a System Operator.
 - c) Time zone control commands for automatic operation.
 - 3) Shall be capable of:
 - a) Pulsing for a predetermined duration. Duration shall be programmable for each relay individually.

- b) Responding on command from the System Operator to pulse, command on, command off, or reset to normal state.
- c) Operating outputs rated at 5 amps (A) @ 30 VDC.

E. Security Management Software (SMS):

1. Shall allow the configuration of operator privileges, alarm and event monitoring, individual and group access profiles, administrative reporting, asset management, digital video retrieval and live viewing, intrusion detection, User and visitor badging, remote client management, and integrated client workstations or any combination of all or some.
2. Shall be expandable to support an unlimited number of individual module or integrated client workstations.
3. Shall support client workstations within a Windows 10 / 10 OS.
4. Shall have the ability to compose, file, maintain, update, and print reports for either individuals or the system as follows.
 - a. Individual reports that consist of an employee's name, office location, phone number or direct extension, and normal hours of operation. The report shall provide a detail listing of the employee's daily events in relation to accessing points within a facility.
 - b. System reports shall be able to produce information on a daily/weekly/monthly basis for all events, alarms, and any other activity associated with a system user.
 - c. All reports shall be in a date/time format and all information shall be clearly presented.
5. Shall provide full interface and control of the PACS to include the following subsystems within the PACS:
 - a. Public Key Infrastructure
 - b. Card Management
 - c. Identity and Access Management
 - d. Personal Identity Verification
6. Shall have the following features or compatibilities:
 - a. The ability to be operated locally or remotely via a LAN, WAN, internet, or intranet.
 - b. Event and Alarm Monitoring
 - c. Database Partitioning
 - d. Ability to fully integrate with all other security subsystems
 - e. Enhanced Monitoring Station with Split Screen Views
 - f. Alternate and Extended Shunt by Door
 - g. Escort Management
 - h. Enhanced IT-based Password Protection
 - i. N-man Rule and Occupancy Restrictions
 - j. Automated Personnel Import
 - k. ODBC Support
 - l. Windows 7 Professional SP1, Windows 10 Enterprise, Windows Server 2012
 - m. Field-Level Audit Trail
 - n. Cardholder Access Events

7. For the SMS network a server, including client workstation shall be required and must meet the following minimum technical characteristics:

a. Server:

Processor	3.6 GHz Core i7 or higher
Free Hard Disk Space	1.0 TB
Memory	8.0 GB
Network Card	100/1000 Base-T
DVD/RW Drive	10X
Video Adapter (dual out min)	DVI / HDMI 2GB RAM
Operating System	Windows 10 Enterprise / Windows Server 2016
Ports	2 USB 3.0
Backup	USB 3.0

b. Client Workstation:

Processor	3.6 GHz Core i7 or higher
Free Hard Disk Space	1 TB
Memory	8 GB RAM
Network Card	100/1000 Base-T
Ports	2 USB 3.0
Video Adapter (dual out min)	DVI / HDMI 2GB RAM
Operating Systems	Windows 10 or higher

F. Card Readers and Credential Cards and Tokens:

1. Shall be utilized for controlling the locking hardware on a door and allows for reporting back to the main control panel with the time/date the door was accessed, the name of the person accessing the point of entry, and its location.
2. Readers will be hardwired to the system via individual homerun cable to control panel.
3. Readers shall be installed in a manner that they comply with:
 - a. The Uniform Federal Accessibility Standards (UFAS)
 - b. The Americans with Disabilities Act (ADA)
 - c. The ADA Standards for Accessible Design
4. Readers Shall support 13.56Mhz MiFare+ and DESFire encryption. The PACS may combine any of the card readers described below for installations requiring multiple types of card reader capability (i.e., card only, card and/or PIN, card and/or biometrics, card and/or pin and/or biometrics, supervised inputs, etc.). These card readers shall be available in the approved technology to meet FIPS 201-2 and is ISO 14443 A or B compliant. The reader output may be Wiegand, RS-485 or TCP/IP.
5. Shall contain read head electronics, and a sender to encode digital door control signals.
6. LED's shall be utilized to indicate card reader status and access status.
7. Shall provide audible feedback to indicate access granted/denied decisions. All keypad buttons shall provide tangible audible feedback.
8. All card readers that utilize keypad controls along with a reader and shall meet the following specifications:

- a. Entry control keypads shall use a unique combination of alphanumeric and other symbols as an identifier. Keypads shall contain an integral alphanumeric/special symbols keyboard with symbols arranged in ascending ASCII code ordinal sequence. Communications protocol shall be compatible with the local processor.
 - b. Shall include a Light Emitting Diode (LED) or other type of visual indicator in order to provide visual and audible status indications whether user passage requests have been accepted or rejected.
 - c. Shall respond to passage requests by generating a signal to the local processor. The response time shall be 800 milliseconds or less from the time the last alphanumeric symbol is entered until a response signal is generated.
 - d. Shall be powered from the source as designed and shall not dissipate more than 150 Watts.
 - e. Shall be suitable for surface, semi-flush, pedestal, or weatherproof mounting as required.
 - f. Shall provide a means for users to indicate a duress situation by entering a special code.
9. Card readers shall come in the following formats:
- a. Contactless Smart Cards and Readers:
 - 1) Smart card readers shall read credential cards whose characteristics of size and technology meet those defined by ISO/IEC 7816, 14443, 15693.
 - 2) The readers shall have "flash" download capability to accommodate card format changes.
 - 3) The card reader shall have the capability of reading the card data and transmitting the data to the main monitoring panel.
 - 4) The card reader shall be contactless and meet or exceed the following technical characteristics:
 - a) Data Output Formats: FIPS 201-2 low outputs the FASC-N in an assortment of Wiegand bit formats from 40 – 200 bits. FIPS 201-2 medium outputs a combination FASC-N and HMAC in an assortment of Wiegand bit formats from 32 – 232 bits. All Wiegand formats or the upgradeability from Low to Medium Levels can be field configured with the use of a command card.
 - b) FIPS 201-2 readers shall be able to read, but not be limited to, DESfire and iCLASS cards.
 Reader range shall comply with ISO standards 7816, 14443, and 15693, and also take into consideration conditions, are at a minimum 1" to 2" (2.5 – 5 cm).
 - b. Credential Cards and Tokens: Shall be in accordance with FIPS 201-2 and controlled by the PIV enrollment and issuance system.
- G. Picture ID and Badging Station:
1. Shall be FIPS 201-2 compliant and will be controlled by the PIV enrollment and issuance system.
 2. Shall provide a form-based interface for the entry of badge holder data and access information. All data, including images, shall be stored on the system server.

3. Shall allow image and signature capture for use in badge production, and provides tools for badge design. Both video and digital cameras may be utilized.
 4. Shall meet the following minimum characteristics:
 - a. Windows 10 or higher
 - b. Support for all ID Cards, Reader and Printer Technologies
 - c. Centralized User Enrollment
 - d. Password Protected
 - e. High Speed Photo Capture
 - f. Signature and/or Biometric Data Capture
 - g. Digital Certificate Management
 - h. Report Generator
 - i. Photo Capture via Digital Camera
 - j. In-line Encoding of Magnetic Stripe and Barcode
 - k. ZD (PDF-417) Barcode Support
 - l. Image Compression Control
 - m. Image FX Gallery
 - n. Program Badge
- H. Biometrics:
1. Shall be FIPS 201-2 and NIST SP 800-76-2 compliant.
 2. Shall utilize hand/palm, fingerprint, retinal, or voice/facial verification and could be utilized as secondary authentication in conjunction with card readers in high security areas.
 3. Shall be programmable, addressable, and hardwired directly to the main control panel and individually home run to the main control panel.
 4. Shall be installed in a manner that they comply with:
 - a. The Uniform Federal Accessibility Standards (UFAS)
 - b. The Americans with Disabilities Act (ADA)
 - c. The ADA Standards for Accessible Design
 5. Shall include a means to construct individual templates or profiles based upon measurements taken from the person to be enrolled. This template shall be stored as part of the System Reference Database Files. The stored template shall be used as a comparative base by the personnel identity verification equipment to generate appropriate signals to the associated local processors.
 6. Shall interface with PACS and SMS and provide the employee's name, contact information, and point of access.
 7. Shall allow for surface, flush, or pedestal mounting.
 8. Shall have communications protocol in place that shall allow for communications with the SMS.
 9. Shall determine when multiple attempts were made for verification, and shall automatically prompt the user for additional attempts up to a maximum of three tries. After a third failed attempt the unit shall generate an entry control alarm. This alarm will report to the SMS and the video management system. The camera viewpoint for where the alarm was generated shall automatically be called up onto a monitor and be recorded via the recording equipment. An alarm within the SMS shall also be generated recording, at a minimum, the date, time, and attempted point of entry.
 10. Hand/Palm Geometry Verification:
 - a. Shall utilize unique human hand measurements to identify authorized, enrolled personnel.

- b. During the scan process the hand geometry device, which shall allow the user's hand to remain in full view during the scanning process, a three (3) dimensional measurement of the user's hand identifying its size and shape.
 - c. This scan process shall start automatically once the user's hand is positioned. The hand geometry device shall be able to use either left or right hands for enrollment and verification.
 - d. Shall include an LED or other type of visual indicator display and provide visual or visual and audible status indications and user prompts. The display shall indicate power on/off, and whether user passage requests have been accepted or rejected.
 - e. Shall only be updated at the unit itself and automatic updates via the SMS shall not be allowed.
 - f. Any significant change to the user's hand, scars, loss of digit, or any other change that will alter the three-dimension view of the hand shall require an update to the unit and SMS.
 - g. Shall provide an enrollment, recognition, and code/credential verification mode. The enrollment mode shall create a hand template for new personnel and enter the template into the entry control database file created for that person. Template information shall be compatible with the system application software. The operating mode shall be selectable by the system manager/operator from the central processor. When operating in recognition mode, the hand geometry device shall allow passage when the hand scan data from the verification attempt matches a hand geometry template stored in the database files. When operating in code/credential verification mode, the hand geometry device shall allow passage when the hand scan data from the verification attempt matches the hand geometry template associated with the identification code entered into a keypad; or matches the hand geometry template associated with credential card data read by a card reader.
11. Fingerprint Verification:
- a. Shall use a unique human fingerprint pattern to identify authorized, enrolled personnel.
 - b. Shall allow the user's hand to remain in full view during the scanning process, shall incorporate positive measures to establish that the hand or fingers being scanned by the device belong to a living human being.
 - c. Shall provide an optical or other type of scan of the user's fingers. The fingerprint verification scanner shall automatically initiate the scan process provided the user's fingers are positioned.
 - d. LED or other type of visual indicator displays shall provide a visual or visual and audible status indication and enrollee prompts. The display shall indicate power on/off, and whether user passage requests have been accepted or rejected.
 - e. Any significant change to the user's finger such as scars, loss of digit, or any other change that will alter the finger print shall require an update to the unit and SMS.
 - f. Shall provide an adjustable acceptance tolerance or template match criteria under system manager/operator control.
 - g. Shall respond to passage requests by generating signals to the local processor. The verification time shall be 2.0 seconds or less from the moment the finger print analysis scanner initiates the scan process until the fingerprint analysis scanner generates a response signal.

- h. Shall:
 - 1) Provide an enrollment mode, recognition mode, and code/credential verification mode. The enrollment mode shall create a fingerprint template for new personnel and enter the template into the system database file created for that person.
 - 2) Template information shall be compatible with the system application software.
 - 3) The operating mode shall be selectable by the system manager/operator from the central station.
 - i. When operating in recognition mode, the fingerprint analysis scanner shall allow passage when the fingerprint data from the verification attempt matches a fingerprint template stored in the database files.
 - j. When operating in code/credential verification mode, the fingerprint analysis scanner shall allow passage when the fingerprint data from the verification attempt matches a fingerprint template associated with the identification code. When entered into a keypad or it matches the fingerprint template associated with credential, the card data will then be recognized by the card reader.
 - k. Shall store template transactions involving fingerprint scans. The template match scores shall be stored in the matching personnel data file in a format compatible with the system application software, and shall be used for report generation.
12. Iris Verification:
- a. Shall utilize unique patterns within the human eye to identify authorized, enrolled personnel.
 - b. Shall use ambient light to capture an image of the iris of the person presenting themselves for identification. The resulting video image shall be compared against a stored template that was captured during the enrollment process.
 - c. Shall utilize a threshold for identification. The efficiency and accuracy of the device shall not be adversely affected by enrollees who wear contact lenses or eye glasses.
 - d. Shall provide a means for enrollees to align their eye for identification that does not require facial contact with the device.
 - e. Initiation for the scan should be automatic, but push-button could be provided to initiate the scan process. The device shall include adjustments to accommodate differences in enrollee height and mounting height shall be UFAS compliant.
 - f. The LED or other type of visual indicator displays shall provide a visual or visual and audible status indication and enrollee prompts. The display shall indicate power on/off, and whether user passage requests have been accepted or rejected.
 - g. Verification time for the retinal verification unit shall be no greater than 1.5 seconds from the moment the action is initiated until a response signal has been generated.
 - h. Shall provide an enrollment mode, recognition mode, and code/credential verification mode:
 - 1) The enrollment mode shall create an iris template for new personnel and enter the template into the system database file created for that person. Template information shall be compatible with the system application software.
 - 2) When operating in recognition mode, the retinal verification unit shall allow passage when the retinal verification data from the verification attempt matches an iris template stored in the database files.

- 3) When operating in code/credential verification mode, the iris scanner shall allow passage when the retinal verification data from the verification attempt matches the retinal verification template. This will occur when the associated information matches the identification code entered into a keypad or matches the retinal verification template associated with the credential card data when recognized by a card reader.
 - i. Shall store template transactions involving retinal verifications. The template match scores shall be stored in the matching personnel data file in a file format compatible with the system application software, and shall be used for report generation.
13. Voice Verification:
- a. Shall utilize unique patterns within the human speech pattern to identify authorized, enrolled personnel.
 - b. Shall digitize a profile of a person's speech to produce a stored model voice print, or template. Users shall record their full names utilizing their natural voice tendencies. This process shall be initiated by a push to talk button on the voice verification device.
 - c. Shall utilize a threshold for identification. The efficiency and accuracy of the device shall not be adversely affected by enrollees who have a speech impediment.
 - d. Shall provide a means for enrollees to align their voice for identification that does not require contact with the device.
 - e. The LED or other type of visual indicator displays shall provide a visual or visual and audible status indication and enrollee prompts. The display shall indicate power on/off, and whether user passage requests have been accepted or rejected.
 - f. Verification time for the voice verification unit shall be no greater than 1.5 seconds from the moment the action is initiated until a response signal has been generated.
 - g. Shall provide an enrollment mode, recognition mode, and code/credential verification mode:
 - 1) The enrollment mode shall create a voice template for new personnel and enter the template into the system database file created for that person. Template information shall be compatible with the system application software.
 - 2) When operating in recognition mode, the voice verification unit shall allow passage when the voice verification data from the verification attempt matches a voice template stored in the database files.
 - 3) When operating in code/credential verification mode, the voice verifier shall allow passage when the voice verification data from the verification attempt matches the voice verification template. This will occur when the associated information of the identification code entered into a keypad matches the voice verification template associated with a credential card data is recognized by a card reader.
 - h. Shall store template transactions involving voice verifications. The template match scores shall be stored in the matching personnel data file in a file format compatible with the system application software, MPEG or equivalent, and shall be used for report generation.

I. Portal Control Devices:

1. Shall be used to assist the PACS.
2. Such devices shall:
 - a. Provide a means of monitoring the doors status.
 - b. Allow for exiting a space via either a push button, request to exit, or panic/crash bar.
 - c. Provide a means of override to the PACS via a keypad or key bypass.
 - d. Assist door operations utilizing automatic openers and closures.
 - e. Provide a secondary means of access to a space via a keypad.
3. Shall be connected to and monitored by the main PACS panel.
4. Shall be installed in a manner that they comply with:
 - a. The Uniform Federal Accessibility Standards (UFAS)
 - b. The Americans with Disabilities Act (ADA)
 - c. The ADA Standards for Accessible Design
5. Shall provide a secondary means of access control within a secure area.
6. Remote Push-Button Switches:
 - a. Shall be momentary contact with double-break silver contacts; and stainless steel switch enclosures for each push button. Buttons are to be utilized for secondary means of releasing a locking mechanism.
 - b. In an area where a push button is being utilized for remote access of the locking device then no more than two (2) buttons shall operate one door from within one secure space.
 - c. In an area where locally stationed guards control entry to multiple secure points via remote switches. An interface board shall be designed and constructed for only the amount of buttons it shall house. These buttons shall be flush mounted and clearly labeled for ease of use.
 - d. All buttons shall be connected to the PACS via individual homerun cables attached to individual input points on an expansion module for system supervision.
7. Crash Bar:
 - a. Emergency Exit with Alarm (Panic):
 - 1) Entry control portals shall include panic bar emergency exit hardware as designed. Panic bar emergency exit hardware shall provide an alarm shunt signal to the PACS and SMS.
 - 2) The panic bar shall include a conspicuous warning sign with one (1) inch (2.5 cm) high, red lettering notifying personnel that an alarm will be annunciated if the panic bar is operated.
 - 3) Operation of the panic bar hardware shall generate an intrusion alarm that reports to both the SMS and Intrusion Detection System. The use of a micro switch installed within the panic bar shall be utilized for this.
 - 4) The panic bar shall have a fully mechanical connection only and shall not depend upon electric power for operation.
 - 5) The panic bar shall be compatible with mortise or rim mount door hardware and shall operate by retracting the bolt manually by either pressing the panic bar or with a key by-pass.
 - b. Normal Exit:
 - 1) Entry control portals shall include panic bar non-emergency exit hardware as designed.

- 2) Panic bar non-emergency exit hardware shall be monitored by and report to the SMS.
 - 3) Operation of the panic bar hardware shall not generate a locally audible or an intrusion alarm within the IDS.
 - 4) When exiting, the panic bar shall depend upon a mechanical connection only. The exterior, non-secure side of the door shall be provided with an electrified thumb latch or lever to provide access after the credential I.D. authentication by the SMS.
 - 5) The panic bar shall be compatible with mortise or rim mount door hardware and shall operate by retracting the bolt manually by either pressing the panic bar or with a key by-pass. Refer to Section 2.2.1.9 for key-bypass specifications. The strikes/bolts shall include a micro switch to indicate to the system when the bolt is not engaged or the strike mechanism is unlocked. The signal switches shall report a forced entry to the system in the event the door is left open or accessed without the identification credentials.
8. Key Bypass:
- a. Shall be utilized for all doors that have a mortise or rim mounted door hardware.
 - b. Each door shall be individually keyed with one master key per secured area.
 - c. Cylinders shall be six (7)-pin small format interchangeable core (SFIC) and made of brass or equivalent. Keys for the cylinders shall be constructed of solid material and produced and cut by the same distributor. Keys shall not be purchased, cut, and supplied by multiple dealers.
 - d. All keys shall have a serial number cut into the key. No two serial numbers shall be the same.
 - e. All keys and cylinders shall be stored in a secure area that is monitored by the Intrusion Detection System.
9. Automatic Door Opener and Closer:
- a. Shall be low energy operators.
 - b. Door closing force shall be adjustable to ensure adequate closing control.
 - c. Shall have an adjustable back-check feature to cushion the door opening speed if opened violently.
 - d. Motor assist shall be adjustable from 0 to 30 seconds in five (5) second increments. Motor assist shall restart the time cycle with each new activation of the initiating device.
 - e. Unit shall have a three-position selector mode switch that shall permit unit to be switched "ON" to monitor for function activation, switched to "H/O" for indefinite hold open function or switched to "OFF," which shall deactivate all control functions but will allow standard door operation by means of the internal mechanical closer.
 - f. Door control shall be adjustable to provide compliance with the requirements of the Americans with Disabilities Act (ADA) and ANSI standards A117.1.
 - g. All automatic door openers and closers shall:
 - 1) Meet UL standards.
 - 2) Be fire rated.
 - 3) Have push and go function to activate power operator or power assist function.
 - 4) Have push button controls for setting door close and door open positions.

- 5) Have open obstruction detection and close obstruction detection built into the unit.
- 6) Have door closer assembly with adjustable spring size, back-check valve, sweep valve, latch valve, speed control valve and pressure adjustment valve to control door closing.
- 7) Have motor start-up delay, vestibule interface delay; electric lock delay and door hold open delay up to 30 seconds. All operators shall close door under full spring power when power is removed.
- 8) Are to be hard wired with power input of 120 VAC, 60Hz and connected to a dedicated circuit breaker located on a power panel reserved for security equipment.

J. Door Status Indicators:

1. Shall monitor and report door status to the Control Panel.
2. Door Position Sensor:
 - a. Shall provide an open or closed indication for all doors operated on the PACS via hardwired inputs on Control Panels.
 - b. Shall also provide alarm input to the Intrusion Detection System for all doors operated by the PACS and all other doors that require monitoring by the intrusion detection system.
 - c. Switches for doors operated by the PACS shall be double pole double throw (DPDT). One side of the switch shall monitor door position and the other side if the switch shall report to the intrusion detection system. For doors with electromagnetic locks a magnetic bonding sensor (MBS) can be used in place of one side of a DPDT switch, in turn allowing for the use of a single pole double throw (SPDT) switch in it place of a DPDT switch.
 - d. Switches for doors not operated by the PACS shall be SPDT and report directly to the IDS.
 - e. Shall be recessed and flush mounted and wide gap with the ability to operate at a maximum distance of up to 2" (5 cm).
3. Request-to-Exit (RTE):
 - a. Shall be utilized to de-energize the locking hardware on a door to allow for exiting a secure area.
 - b. If the door is considered a life safety exit the RTE shall be wired to directly in- line of lock power before lock termination to disengage the locking hardware by mechanically removing completion of power circuit.
 - c. Shall be either an infrared sensor or a push button. Refer to contract drawings for a per door requirement.
 - d. Infrared sensors shall meet the following minimum technical characteristics:

Alarm Output	2 Form "C" relay contacts
Indicators	1 activation LED
Power Requirements	12 VDC, 26 mA @ 12 VDC
Relay Latch	Time Adjustable to 60 seconds

K. Entry Control Devices:

1. Shall be hardwired to the PACS main control panel and operated by either a keypad, card reader or a biometric device via a relay on the main control panel.

2. Shall have option of fail-safe / fail-secure in the event of power failure to the PACS system to be configured in accordance with Authority Having Jurisdiction.
3. Shall operate at 12/24 VDC, with the exception of turnstiles and be powered by a separate power supply dedicated to the door control system. Each power supply shall be rated to operate a minimum of two doors simultaneously without error to the system or overload the power supply unit.
4. Shall have a diode or metal-oxide varistor (MOV) installed at the device to protect the controller and power supply from reverse current surges or back-check.
5. Electric Strikes/Bolts: Shall be:
 - a. Made of heavy-duty construction and tamper resistant design.
 - b. Tested to over one million cycles.
 - c. Rated for a minimum of 1000 lbs. holding strength.
 - d. Utilize an actuating solenoid for the strike/bolt. The solenoid shall move from fully open to fully closed position and back in not more than 500 milliseconds and be rated for continuous duty.
 - e. Utilize a signal switch that will indicate to the system if the strike/bolt is not engaged or is unlocked when it should be secured.
 - f. Flush mounted within the door frame.
6. Electric Mortise Locks:
 - a. Shall be installed within the door and an electric transfer hinge shall be utilized to allow the wires to be transferred from the door frame to the lock. If utilized with a double door then the lock shall be installed inside the active leaf.
 - b. Shall contain internal switches and wiring for RTE signaling to the main control panel.
7. Electromagnetic Locks:
 - a. Single Direction Swing Doors
 - 1) These locks shall be without mechanical linkage utilizing no moving parts, and securing the door to its frame solely on electromagnetic force.
 - 2) Shall be comprised of two pieces, the mag-lock and the door plate. The mag-lock shall be surface mounted to the door frame and the door plate shall be surface mounted to the door.
 - 3) Ensure a diode or MOV is installed in line with the DC voltage supplying power to the unit in order to prevent back-check on the system when the mag-lock is powered.
 - 4) Shall utilize a magnetic bonding sensor (MBS) to monitor the door status and report that status to the Control Panel.
 - b. Sliding Doors
 - 1) These locks shall be without mechanical linkage utilizing no moving parts, and securing the door to its frame solely on electromagnetic force.
 - 2) Shall be comprised of two pieces, the mag-lock and the door plate. The mag-lock shall be surface mounted to the door frame, and the door plate shall be surface mounted to the door.
 - 3) Ensure a diode or MOV is installed in line with the DC voltage supplying power to the unit in order to prevent back-check on the system when the mag-lock is powered.
 - 4) Shall utilize a magnetic bonding sensor (MBS) to monitor the door status and report that status to the Control Panel.

c. Bi-Directional Swinging Doors

- 1) These locks shall be with mechanical linkage utilizing a movable contact plate with shear pins to prevent horizontal movement, drawn to the magnet and securing the door to its frame solely on electromagnetic force.
- 2) Shall be comprised of two pieces, the fixed mag-lock, and the movable door plate. The mag-lock shall be recess mounted within the door frame or surface mounted and the door plate shall be flush or surface mounted to the door in a manner such as to allow free operation in both directions.
- 3) Ensure a diode or MOV is installed in line with the DC voltage supplying power to the unit in order to prevent back-check on the system when the mag-lock is powered.
- 4) Shall utilize a magnetic bonding sensor (MBS) to monitor the door status and report that status to the Control Panel.

d. Electromagnetic locks shall meet the following minimum technical characteristics:

Operating Voltage		24 VDC
Current Draw		.5A
Holding Force	Single Swing Doors	1000 lbs
	Sliding Doors	500 lbs
	Bi-Swing Doors	2000 lbs

8. Turnstiles:

- a. Shall operate at 110 VAC, 60 Hz supplied from a dedicated circuit breaker on a security power panel.
- b. Shall be utilized as a means of monitoring and controlling access into a high traffic area such as a lobby or employee entrance.
- c. Shall meet the following minimum requirements:
 - 1) Be UFAS compliant.
 - 2) Provide either an audible or visual confirmation that access has been granted to a cleared individual.
 - 3) Provide an audible alarm in the event a non-cleared individual is attempting to gain access.
 - 4) Interface with the SMS and utilize a card reader for accessing and exiting a facility, and provide a recorded event of personnel accessing these points.
 - 5) Have a built-in step-down transformer to provide power to peripheral devices.
 - 6) Have built-in signal wiring chassis to allow for plug and play capabilities with the PACS.
 - 7) Have the ability to detect tailgating within one quarter of an inch to prevent unauthorized access to a facility.

L. Power Supplies:

1. Shall be UL rated and able to adequately power two entry control devices on a continuous base without failure.
2. Shall meet the minimum technical characteristics based on lock manufacturers specifications with no more than (8) strike or Maglock devices, or (2) Powered Crash bar or high amperage in-rush devices per power supply.
3. Shall have internal charging circuit with back-up battery to maintain 14Ah according to output voltage.

M. Wires and Cables

1. Shall meet or exceed the manufactures recommendations for power and signal.
2. Shall be carried in an enclosed conduit system, utilizing electromagnetic tubing (EMT) to include the equivalent in flexible metal, rigid galvanized steel (RGS) to include the equivalent of liquid tight, polyvinylchloride (PVC) schedule 40 or 80.
3. All conduits will be sized and installed per the NEC. All security system signal and power cables that traverse or originate in a high security office space will contained in either EMT or RGS conduit.
4. All conduit, pull boxes, and junction boxes shall be clearly marked or otherwise colored with permanent tape or paint that will allow it to be distinguished from all other conduit and infrastructure.
5. Conduit fills shall not exceed 40 percent unless otherwise documented.
6. A pull rope shall be pulled along with signal and power cables to assist in future work.
7. At all locations where core drilling is conducted to allow for conduit to be installed, then fire stopping shall be applied to that area.
8. High power and signal cables shall not share the same conduit and shall be kept separate up to the point of connection. High power for the security system shall be defined as any cable or sets of cables carrying 50 VDC/VAC or higher.
9. Signal cables shall meet or exceed all specifications and requirements called out by the hardware and device manufacturers.
10. High Voltage Power Cables:
 - a. Shall be rated for either 110 VAC 60 Hz, and shall be sized according and compliance with the NEC.
 - b. High voltage power cables will be a minimum of three conductors, 14 AWG, stranded, and coated with a non-conductive polyvinylchloride (PVC) jacket.
11. Low Voltage Power Cables:
 - a. All cables shall be a minimum of 18 AWG, Stranded and have a polyvinylchloride outer jacket.
 - b. Specific cable size shall be determined using a basic voltage over distance calculation and shall comply with the NEC's requirements for low voltage cable.
12. All equipment connected to AC power shall be protected from surges. Equipment protection shall withstand surge test waveforms described in IEEE C62.41. Fuses shall not be used as a means of surge protection.

2.4 INSTALLATION KIT

- A. The PROVIDER shall provide a Design-Build turnkey fully operational Access Control system by providing all necessary equipment as required by the COUNTY Specifications and Requirements documents. The following sections outlined are the minimum required installation guides:
1. Access Control System: Access Control door control panel with enclosures, Card Readers, Biometrics, Portal Control Devices, Door Status indicators, Entry Control Devices, Exit Devises, Power Supplies and etc.
 2. Wire and Cable: The wire and cable shall include all connectors and terminals, audio spade lugs, barrier straps, punch blocks, wire wrap strips, heat shrink tubing, tie wraps, solder, hangers, clamps, labels etc., required to accomplish a neat and orderly installation.
 3. Equipment Interface: The equipment shall include any item or quantity of equipment, cable, mounting hardware and materials needed to interface the systems with the identified sub-system(s) according to the OEM requirements and this document.

4. Labels: The labeling shall include any item or quantity of labels, tools, stencils, and materials needed to label each subsystem according to the OEM requirements, as- installed drawings, and this document.
5. Documentation: The documentation shall include any item or quantity of items, computer discs, as installed drawings, equipment, maintenance, and operation manuals, and OEM materials needed to provide the system documentation as required by this document and explained herein.

PART 3 - EXECUTION

3.1 INSTALLATION

- A. System installation shall be in accordance with UL 294, manufacturer and related documents and references, for each type of security subsystem designed, engineered and installed.
- B. Components shall be configured with appropriate "service points" to pinpoint system trouble in less than 30 minutes.
- C. The PROVIDER shall install all system components including End-User furnished equipment, and appurtenances in accordance with the manufacturer's instructions, documentation listed in Sections 1.4 and 1.5 of this document, and shall furnish all necessary connectors, terminators, interconnections, services, and adjustments required for an operable system.
- D. The PACS will be designed, engineered, installed, and tested to ensure all components are fully compatible as a system and can be integrated with all associated security subsystems, whether the system is a stand alone or a network.
- E. For integration purposes, the PACS shall be integrated where appropriate with the following associated security subsystems:
 1. Video Management System:
 - a. Provide 24-hour coverage of all entry points to the perimeter and agency buildings. As well as all emergency exits utilizing a high resolution fixed color camera.
 - b. Be able to monitor, control and record cameras on a 24-hour basis.
 - c. Be programmed automatically call up a camera when an access point is but into an alarm state.
 2. IDS:
 - a. Be able monitor door control sensors.
 - b. Be able to monitor and control the IDS on a 24-hour basis.
 - c. Be programmed to go into an alarm state when an IDS device is put into an alarm state, and notify the operator via an audible alarm.
 3. EPPS:
 - a. Be programmed to go into an alarm state when an emergency call box or duress alarm/panic device is activated, and notify the Access Control System and Database Management of an alarm event.
- F. Integration with these security subsystems shall be achieved by computer programming or the direct hardwiring of the systems.
- G. For programming purposes refer to the manufacturers requirements for correct system operations. Ensure computers being utilized for system integration meet or exceed the minimum system requirements outlined on the systems software packages.

- H. The PROVIDER shall visit the site and verify that site conditions are in agreement with the design package or COUNTY provided documentation, when applicable. The PROVIDER shall report all changes to the site or conditions that will affect performance of the system. The PROVIDER shall not take any corrective action without written permission from the Consultant.
- I. The PROVIDER shall visit the site and verify that site conditions are in agreement/compliance with the design package or COUNTY provided documentation, when applicable. The PROVIDER shall report all changes to the site or conditions that will affect performance of the system to the Contracting Officer in the form of a report. The PROVIDER shall not take any corrective action without written permission received from the COUNTY's authorized representative.
- J. Existing Equipment:
1. The PROVIDER shall connect to and utilize existing door equipment, control signal transmission lines, and devices as outlined in the design package or as directed by COUNTY. Door equipment and signal lines that are usable in their original configuration without modification may be reused with COUNTY's authorized representative approval.
 2. The PROVIDER shall perform a field survey, including testing and inspection of all existing door equipment and signal lines intended to be incorporated into the PACS, and furnish a report to the COUNTY's authorized representative as part of the site survey report. For those items considered nonfunctioning, provide (with the report) specification sheets, or written functional requirements to support the findings and the estimated cost to correct the deficiency. As part of the report, the PROVIDER shall include a schedule for connection to all existing equipment.
 3. The PROVIDER shall make written requests and obtain approval prior to disconnecting any signal lines and equipment, and creating equipment downtime. Such work shall proceed only after receiving COUNTY's authorized representative approval of these requests. If any device fails after the PROVIDER has commenced work on that device, signal or control line, the PROVIDER shall diagnose the failure and perform any necessary corrections to the equipment.
 4. The PROVIDER shall be held responsible for repair costs due to PROVIDER negligence, abuse, or improper installation of equipment.
 5. The COUNTY's authorized representative shall be provided a full list of all equipment that is to be removed or replaced by the PROVIDER, to include description and serial/manufacture numbers where possible. The PROVIDER shall dispose of all equipment that has been removed or replaced based upon approval of the COUNTY's authorized representative after reviewing the equipment removal list. In all areas where equipment is removed or replaced the PROVIDER shall repair those areas to match the current existing conditions.
- K. Enclosure Penetrations: Penetrations of interior enclosures involving transitions of conduit from interior to exterior, and all penetrations on exterior enclosures shall be sealed with rubber silicone sealant to preclude the entry of water. The conduit riser shall terminate in a hot-dipped galvanized metal cable terminator. The terminator shall be filled with an approved sealant as recommended by the cable manufacturer and in such a manner that the cable is not damaged.
- L. Cold Galvanizing: All field welds and brazing on factory galvanized boxes, enclosures, and conduits shall be coated with a cold galvanized paint containing at least 95 percent zinc by weight.

- M. Control Panels:
1. Connect power and signal lines to the controller.
 2. Program the panel as outlined by the design and per the manufacturer's programming guidelines.
- N. SMS:
1. Coordinate with the End-User's IT personnel to place the computer on the local LAN or Intranet and provide the security system protection levels required to insure only authorized personnel have access to the system.
 2. Program and set-up the SMS to ensure it is in fully operation.
- O. Card Readers:
1. Connect all signal inputs and outputs as shown and specified.
 2. Terminate input signals as required.
 3. Program and address the reader as per the design package or as directed by COUNTY.
 4. Readers shall be surface or flushed mounted and all appropriate hardware shall be provided to ensure the unit is installed in an enclosed conduit system.
- P. Biometrics:
1. Connect all signal input and output cables along with all power cables.
 2. Program and ensure the device is in operating order.
- Q. Portal Control Devices:
1. Install all signal input and output cables as well as all power cables.
 2. Devices shall be surface or flush mounted as per the design package or as directed by COUNTY.
 3. Program all devices and ensure they are working.
- R. Door Status Indicators:
1. Install all signal input and output cables as well as all power cables.
 2. RTE's shall be surface mounted and angled in a manner that they cannot be compromised from the non-secure side of a windowed door, or allow for easy release of the locking device from a distance no greater than 6 feet from the base of the door.
 3. Door status shall use at a minimum of a 1K Ohm resistor for end of line protection installed at the field device where the device is to be used for intrusion detection.
 4. Door position sensors shall be flush mounted, color matched with door frame and wide gap with the ability to operate at a maximum distance of up to 2" (5 cm).
- S. Entry Control Devices:
1. Install all signal input and power cables.
 2. Strikes and bolts shall be mounted within the door frame.
 3. Mortise locks shall be mounted within the door and an electric transfer hinge shall be utilized to transfer the wire from within the door frame to the mortise lock inside the door.
 4. Electromagnetic locks shall be installed with the mag-lock mounted to the door frame and the metal plate mounted to the door.
 5. All entry control devices shall have a diode install at the field device to protect the system from voltage spikes.

- T. System Start-Up:
1. The PROVIDER shall not apply power to the PACS until the following items have been completed:
 - a. PACS equipment items and have been set up in accordance with manufacturer's instructions.
 - b. A visual inspection of the PACS has been conducted to ensure that defective equipment items have not been installed and that there are no loose connections.
 - c. System wiring has been tested and verified as correctly connected as indicated.
 - d. All system grounding and transient protection systems have been verified as installed and connected as indicated.
 - e. Power supplies to be connected to the PACS have been verified as the correct voltage, phasing, and frequency as indicated.
 2. Satisfaction of the above requirements shall not relieve the PROVIDER of responsibility for incorrect installation, defective equipment items, or collateral damage as a result of PROVIDER work efforts.
- U. Supplemental PROVIDER Quality Control:
1. The PROVIDER shall provide the services of technical representatives who are familiar with all components and installation procedures of the installed PACS; and are approved by the COUNTY's authorized representative.
 2. The PROVIDER will be present on the job site during the preparatory and initial phases of quality control to provide technical assistance.
 3. The PROVIDER shall also be available on an as needed basis to provide assistance with follow-up phases of quality control.
 4. The PROVIDER shall participate in the testing and validation of the system and shall provide certification that the system installed is fully operational as all construction document requirements have been fulfilled.

3.2 TESTING AND TRAINING FOR NEW LOCATIONS

- A. All testing and training shall be performed by a factory-authorized representative and this training shall be videotaped and shall accommodate no less than 8 attendees and all training shall be on-site. The time, date and location of this training shall be identified by the Owner.
- B. All training shall include demonstrations of the key elements and components of the PACS system, and provide a videotape of the training session.
- C. The PROVIDER shall submit, for review and approval a listing of all demonstration and training that is to take place. This listing shall include subject matter and time frames for each of the recommended subjects. This training shall be compliant with the General Requirements.
- D. Any revisions/updates to the software by PROVIDER of the PACS, PROVIDER will provide training suitable to review and provide appropriate training to COUNTY for the said revision/updates as needed.

END OF SECTION

EXHIBIT 3 – COST OF FORCE ACCOUNT FORM

Service Specifications
CBE No. 606007-21
Contract for Countywide Access Control Systems

ANNUAL REQUIREMENTS CONTRACT FOR CBE NO.606007-21; COUNTYWIDE ACCESS CONTROL SYSTEMS Daily Labor, Equipment and Material Costs					
RPM Work Order No.		Date Provided:			
Contract No./OA No.	CBE 606007-21	ARC / Site RPM Project Nos.:			
Revision No.		Contractor Name:	Johnson Controls		
HAZMAT Assessment		Estimated Time of Start/Completion/(Number of Days):			
DESCRIPTION OF WORK:					
(LABOR) NAME	STATE OF NEVADA PREVAILING WAGE CLASSIFICATION	HOURS	HOURLY RATE	EXTENDED AMOUNTS	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
Current Wage Rates Verified by:	Total Prevailing Wage Labor \$			\$0.00	
Fixed Percentage Set in Contract	Total Labor Multiplier @ 42 %			\$0.00	
Total Cost of Labor			(A)	\$0.00	
(EQUIPMENT)	DESCRIPTION	HOURS	RATE	EXTENDED AMOUNTS	
				\$0.00	
				\$0.00	
				\$0.00	
Rental Rates Obtained From:				\$0.00	
Total Cost of Equipment		0	(B)	\$0.00	
MATERIALS & SUBCONTRACTORS (see attached Bill of Materials/Service Invoice)		Items	Cost Per Item	EXTENDED AMOUNTS	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
				\$0.00	
MATERIALS TOTAL (Less Sales Tax)			(C)	\$0.00	

EXHIBIT 3 – COST OF FORCE ACCOUNT FORM

ANNUAL REQUIREMENTS CONTRACT FOR CBE NO.606007-21; COUNTYWIDE ACCESS CONTROL SYSTEMS Daily Labor, Equipment and Material Costs			
JCI Equipment Balance of Line Discount 25.94% (list below this line)	Items	Cost Per Item	EXTENDED AMOUNTS
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
			\$0.00
Lead Time to Acquire Material:		(Number of Days or Weeks)	
MATERIALS TOTAL (Less Sales Tax)		(D)	\$0.00

REIMBURSABLE FEES, PERMITS AND ENGINEERING COSTS	Items	Cost Per Item	EXTENDED AMOUNTS
			\$0.00
			\$0.00
			\$0.00
Lead Time to Acquire Permits		(Number of Days or Weeks)	
REIMBURSABLE FEES, PERMITS AND ENGINEERING COSTS (Less Sales Tax)		(E)	\$0.00

TOTAL (A+B+C)		\$0.00
Bidder's Surcharge - 20 % Fixed	(F)	\$0.00
TOTAL (D+E)		\$0.00
Reimbursed Sales Tax Amount (if Paid)		\$0.00
TOTAL DUE CONTRACTOR	\$0.00	

APPROVED

Countywide Access Control System Representative

Title

Clark County Representative

Title

Rates and Extensions checked by:

Title

EXHIBIT B
CONTRACT FOR PURCHASE, INSTALLATION, REPAIRS & MAINTENANCE OF COUNTYWIDE
ACCESS CONTROL SYSTEMS
INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE CONTRACT DOCUMENT, PROVIDER SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO PROPOSAL SUBMITTAL.

- A. **Format/Time:** PROVIDER shall provide COUNTY with Certificates of Insurance, per the sample format (page B-3), for coverage as listed below, and endorsements affecting coverage required by this Contract within **ten (10) business days** after COUNTY'S written request for insurance. All policy certificates and endorsements shall be signed by a person authorized by that insurer and who is licensed by the State of Nevada in accordance with NRS 680A.300. All required aggregate limits shall be disclosed and amounts entered on the Certificate of Insurance and shall be maintained for the duration of the Contract and any renewal periods.
- B. **Best Key Rating:** COUNTY requires insurance carriers to maintain during the Contract term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the Certificate of Insurance.
- C. **Owner Coverage:** COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation. PROVIDER'S insurance shall be primary with respect to COUNTY, its officers and employees.
- D. **Endorsement/Cancellation:** PROVIDER'S general liability and automobile liability insurance policy shall be endorsed to recognize specifically PROVIDER'S contractual obligation of additional insured to COUNTY and must note that COUNTY will be given thirty (30) calendar days advance notice by certified mail "return receipt requested" of any policy changes, cancellations, or any erosion of insurance limits. Either a copy of the additional insured endorsement, or a copy of the policy language that gives COUNTY automatic additional insured status must be attached to any certificate of insurance. ***Policy number must be referenced on endorsement or the form number must be referenced on certificate.***
- E. **Deductibles:** All deductibles and self-insured retentions shall be fully disclosed in the Certificates of Insurance and may not exceed \$25,000. ***If the deductible is "zero" it must still be referenced on the certificate.***
- F. **Aggregate Limits:** If aggregate limits are imposed on bodily injury and property damage, then the amount of such limits must not be less than \$2,000,000.
- G. **Commercial General Liability:** Subject to Paragraph F of this Exhibit, PROVIDER 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. Commercial general liability coverage shall be on a "per occurrence" basis only, not "claims made," and be provided either on a Commercial General Liability or a 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. ***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.***
- H. **Automobile Liability:** Subject to Paragraph F of this Exhibit, PROVIDER shall maintain limits of no less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage to include, but not be limited to, coverage against all insurance claims for injuries to persons or damages to property which may arise from services rendered by PROVIDER and **any auto** used for the performance of services under this Contract. ***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.***
- I. **Workers' Compensation:** PROVIDER shall obtain and maintain for the duration of this Contract, 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-616D, inclusive, provided, however, a PROVIDER that is a Sole Proprietor shall be required to submit an affidavit (Attachment 1) indicating that PROVIDER has elected not to be included in the terms, conditions and provisions of Chapters 616A-616D, inclusive, and is otherwise in compliance with those terms, conditions and provisions.
- J. **Failure to Maintain Coverage:** If PROVIDER fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order PROVIDER to stop the work, declare PROVIDER in breach, suspend or terminate the Contract.
- K. **Additional Insurance:** PROVIDER is encouraged to purchase any such additional insurance as it deems necessary.
- L. **Damages:** PROVIDER is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by PROVIDER, their subcontractors or anyone employed, directed or supervised by PROVIDER.
- M. **Cost:** PROVIDER shall pay all associated costs for the specified insurance. The cost shall be included in the price(s).

- N. **Insurance Submittal Address:** All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator at 500 South Grand Central Parkway, 4th Floor, Las Vegas, Nevada 89155
- O. **Insurance Form Instructions:** The following information must be filled in by PROVIDER'S Insurance Company representative:
1. Insurance Broker's name, complete address, phone and fax numbers.
 2. PROVIDER'S name, complete address, phone and fax numbers.
 3. Insurance Company's Best Key Rating
 4. Commercial General Liability (Per Occurrence)
 - (A) Policy Number
 - (B) Policy Effective Date
 - (C) Policy Expiration Date
 - (D) Each Occurrence (\$1,000,000)
 - (E) Medical Expenses (\$5,000)
 - (F) Personal & Advertising Injury (\$1,000,000)
 - (G) General Aggregate (\$2,000,000)
 5. Automobile Liability (Any Auto)
 - (H) Policy Number
 - (I) Policy Effective Date
 - (J) Policy Expiration Date
 - (K) Combined Single Limit (\$1,000,000)
 6. Worker's Compensation
 7. Description: CBE Number and Name of Contract (must be identified on the initial insurance form and each renewal form).
 8. Certificate Holder:
Clark County, Nevada
c/o Purchasing and Contracts Division
Government Center, Fourth Floor
500 South Grand Central Parkway
P.O. Box 551217
Las Vegas, Nevada 89155-1217
 9. Appointed Agent Signature to include license number and issuing state.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER 1. INSURANCE BROKER'S NAME ADDRESS	CONTACT NAME:	
	PHONE (A/C No. Ext): BROKER'S PHONE NUMBER	FAX (A/C No.): BROKER'S FAX NUMBER
	E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
	INSURER(S) AFFORDING COVERAGE	
INSURED 2. PROVIDER'S NAME ADDRESS PHONE & FAX NUMBERS	INSURER A:	3. Company's Best Key Rating
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES**CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD'L INSR	SUBR VWD	POLICY NUMBER	POLICY EFF (MM/DD/YY)	POLICY EXP (MM/DD/YY)	LIMITS
4.	GENERAL LIABILITY	X		(A)	(B)	(C)	EACH OCCURRENCE \$(D) 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY						
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR						
	GEN'L AGGREGATE LIMIT APPLIES PER:						
	<input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC						
5.	AUTOMOBILE LIABILITY	X		(J)	(K)	(L)	COMBINED SINGLE LIMIT (Ea accident) \$(M) 1,000,000
	<input checked="" type="checkbox"/> ANY AUTO						BODILY INJURY (Per person) \$
	<input type="checkbox"/> ALL OWNED AUTOS						BODILY INJURY (Per accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS						PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> HIRED AUTOS						\$
	<input type="checkbox"/> NON-OWNED AUTOS						DEDUCTIBLE MAXIMUM \$ 25,000
6.	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY Y/N	N/A					WC STATUTORY LIMITS OTHER \$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) describe under DESCRIPTION OF OPERATIONS below <input type="checkbox"/>						E.L. EACH ACCIDENT \$
							E.L. DISEASE - E.A. EMPLOYEE \$
							E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101. Additional Remarks Schedule, if more space is required)

7. CBE NO. 606007-21; **CONTRACT FOR PURCHASE, INSTALLATION, REPAIRS & MAINTENANCE OF COUNTYWIDE ACCESS CONTROL SYSTEMS.**

8. CERTIFICATE HOLDER**CANCELLATION**

CLARK COUNTY, NEVADA
C/O PURCHASING AND CONTRACTS DIVISION
GOVERNMENT CENTER, FOURTH FLOOR
500 S. GRAND CENTRAL PARKWAY
P.O. BOX 551217
LAS VEGAS, NV 89155-1217

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

9. AUTHORIZED REPRESENTATIVE

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POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND CONTRACT NAME:

THIS ENDORSEMENT CHANGED THE POLICY. PLEASE READ IT CAREFULLY
ADDITIONAL INSURED – DESIGNATED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY AND AUTOMOBILE LIABILITY COVERAGE PART.

SCHEDULE

Name of Person or Organization:

CLARK COUNTY, NEVADA
C/O PURCHASING & CONTRACTS DIVISION
500 S. GRAND CENTRAL PKWY 4TH FL
PO BOX 551217
LAS VEGAS, NEVADA 89155-1217

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

WHO IS AN INSURED (Section II) is amended to include as an insured the person or organization shown in the Schedule as an insured but only with respect to liability arising out of your operations or premises owned by or rented to you.

CLARK COUNTY, NEVADA, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

ATTACHMENT 1

AFFIDAVIT

(ONLY REQUIRED FOR A SOLE PROPRIETOR)

I, _____, on behalf of my company, _____, being duly sworn,

(Name of Sole Proprietor)

(Legal Name of Company)

depose and declare:

1. I am a Sole Proprietor;
2. I will not use the services of any employees in the performance of this Contract, identified as CBE No. 606007-21, entitled **CONTRACT FOR PURCHASE, INSTALLATION, REPAIRS & MAINTENANCE OF COUNTYWIDE ACCESS CONTROL SYSTEMS**;
3. I have elected to not be included in the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive; and
4. I am otherwise in compliance with the terms, conditions, and provisions of NRS Chapters 616A-616D, inclusive.

I release Clark County from all liability associated with claims made against me and my company, in the performance of this Contract, that relate to compliance with NRS Chapters 616A-616D, inclusive.

Signed this _____ day of _____, _____.

Signature _____

State of Nevada)
)ss.
County of Clark)

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

Notary Signature

STAMP AND SEAL

**EXHIBIT C
SUBCONTRACTOR INFORMATION**

DEFINITIONS:

- **MINORITY OWNED BUSINESS ENTERPRISE (MBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **WOMEN OWNED BUSINESS ENTERPRISE (WBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **PHYSICALLY CHALLENGED BUSINESS ENTERPRISE (PBE):** An independent and continuing **Nevada** business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **SMALL BUSINESS ENTERPRISE (SBE):** An independent and continuing **Nevada** 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.
- **VETERAN OWNED ENTERPRISE (VET):** A Nevada business at least 51% owned/controlled by a veteran.
- **DISABLED VETERAN OWNED ENTERPRISE (DVET):** A Nevada business at least 51% owned/controlled by a disabled veteran.
- **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.

It is our intent to utilize the following MBE, WBE, PBE, SBE, VET, DVET and ESB subcontractors in association with CONTRACT:

1. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
☐ DVET ☐ ESB

2. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
☐ DVET ☐ ESB

3. Subcontractor Name: _____
Contact Person: _____ Telephone Number: _____
Description of Work: _____
Estimated Percentage of Total Dollars: _____
Business Type: ☐ MBE ☐ WBE ☐ PBE ☐ SBE ☐ VET
☐ DVET ☐ ESB

☐ No MBE, WBE, PBE, SBE, VET, DVET, or ESB subcontractors will be used.

INSTRUCTIONS FOR COMPLETING THE DISCLOSURE OF OWNERSHIP/PRINCIPALS FORM

Purpose of the Form

The purpose of the Disclosure of Ownership/Principals Form is to gather ownership information pertaining to the business entity for use by the Board of County Commissioners ("BCC") in determining whether members of the BCC should exclude themselves from voting on agenda items where they have, or may be perceived as having a conflict of interest, and to determine compliance with Nevada Revised Statute 281A.430, contracts in which a public officer or employee has interest is prohibited.

General Instructions

Completion and submission of this Form is a condition of approval or renewal of a contract or lease and/or release of monetary funding between the disclosing entity and the appropriate Clark County government entity. Failure to submit the requested information may result in a refusal by the BCC to enter into an agreement/contract and/or release monetary funding to such disclosing entity.

Detailed Instructions

All sections of the Disclosure of Ownership form must be completed. If not applicable, write in N/A

Business Entity Type – Indicate if the entity is an Individual, Partnership, Limited Liability Company, Corporation, Trust, Non-profit Organization, or Other. When selecting "Other", provide a description of the legal entity.

Non-Profit Organization (NPO) - Any non-profit corporation, group, association, or corporation duly filed and registered as required by state law.

Business Designation Group – Indicate if the entity is a Minority Owned Business Enterprise (MBE), Women-Owned Business Enterprise (WBE), Small Business Enterprise (SBE), Physically-Challenged Business Enterprise (PBE), Veteran Owned Business (VET), Disabled Veteran Owned Business (DVET), or Emerging Small Business (ESB). This is needed in order to provide utilization statistics to the Legislative Council Bureau, and will be used only for such purpose.

- **Minority Owned Business Enterprise (MBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more minority persons of Black American, Hispanic American, Asian-Pacific American or Native American ethnicity.
- **Women Owned Business Enterprise (WBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more women.
- **Physically-Challenged Business Enterprise (PBE):** An independent and continuing business for profit which performs a commercially useful function and is at least 51% owned and controlled by one or more disabled individuals pursuant to the federal Americans with Disabilities Act.
- **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.
- **Veteran Owned Business Enterprise (VET):** An independent and continuing Nevada business for profit which performs a commercially useful function and is at least 51 percent owned and controlled by one or more U.S. Veterans.
- **Disabled Veteran Owned Business Enterprise (DVET):** A Nevada business at least 51 percent owned/controlled by a disabled veteran.
- **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.

Business Name (include d.b.a., if applicable) – Enter the legal name of the business entity and enter the "Doing Business As" (d.b.a.) name, if applicable.

Corporate/Business Address, Business Telephone, Business Fax, and Email – Enter the street address, telephone and fax numbers, and email of the named business entity.

Nevada Local Business Address, Local Business Telephone, Local Business Fax, and Email – If business entity is out-of-state, but operates the business from a location in Nevada, enter the Nevada street address, telephone and fax numbers, point of contact and email of the local office. Please note that the local address must be an address from which the business is operating from that location. Please do not include a P.O. Box number, unless required by the U.S. Postal Service, or a business license hanging address.

Number of Clark County Nevada Residents employed by this firm. (Do not leave blank. If none or zero, put the number 0 in the space provided.)

List of Owners/Officers – Include the full name, title and percentage of ownership of each person who has ownership or financial interest in the business entity. If the business is a publicly-traded corporation or non-profit organization, list all Corporate Officers and Directors only.

For All Contracts – (Not required for publicly-traded corporations)

- 1) Indicate if any individual members, partners, owners or principals involved in the business entity are a Clark County full-time employee(s), or appointed/elected official(s). If yes, the following paragraph applies.

In accordance with NRS 281A.430.1, a public officer or employee shall not bid on or enter into a contract between a government agency and any private business in which he has a significant financial interest, except as provided for in subsections 2, 3, and 4.

- 2) Indicate if any individual members, partners, owners or principals involved in the business entity have a second degree of consanguinity or affinity relation to a Clark County full-time employee(s), or appointed/elected official(s) (reference form on Page 2 for definition). If **YES**, complete the Disclosure of Relationship Form. Clark County is comprised of the following government entities: Clark County, Department of Aviation (McCarran Airport), and Clark County Water Reclamation District. Note: The Department of Aviation includes all of the General Aviation Airports (Henderson, North Las Vegas, and Jean). **This will also include Clark County Detention Center.**

A professional service is defined as a business entity that offers business/financial consulting, legal, physician, architect, engineer or other professional services.

Signature and Print Name – Requires signature of an authorized representative and the date signed.

Disclosure of Relationship Form – If any individual members, partners, owners or principals of the business entity is presently a Clark County employee, public officer or official, or has a second degree of consanguinity or affinity relationship to a Clark County employee, public officer or official, this section must be completed in its entirety.

DISCLOSURE OF OWNERSHIP/PRINCIPALS

Business Entity Type (Please select one)						
<input type="checkbox"/> Sole Proprietorship	<input type="checkbox"/> Partnership	<input type="checkbox"/> Limited Liability Company	<input type="checkbox"/> Corporation	<input type="checkbox"/> Trust	<input type="checkbox"/> Non-Profit Organization	<input type="checkbox"/> Other
Business Designation Group (Please select all that apply)						
<input type="checkbox"/> MBE	<input type="checkbox"/> WBE	<input type="checkbox"/> SBE	<input type="checkbox"/> PBE	<input type="checkbox"/> VET	<input type="checkbox"/> DVET	<input type="checkbox"/> ESB
Minority Business Enterprise	Women-Owned Business Enterprise	Small Business Enterprise	Physically Challenged Business Enterprise	Veteran Owned Business	Disabled Veteran Owned Business	Emerging Small Business
Number of Clark County Nevada Residents Employed:						
Corporate/Business Entity Name:						
(Include d.b.a., if applicable)						
Street Address:				Website:		
City, State and Zip Code:				POC Name:		
				Email:		
Telephone No:				Fax No:		
Nevada Local Street Address:				Website:		
(If different from above)						
City, State and Zip Code:				Local Fax No:		
Local Telephone No:				Local POC Name:		
				Email:		

All entities, with the exception of publicly-traded and non-profit organizations, must list the names of individuals holding more than five percent (5%) ownership or financial interest in the business entity appearing before the Board.

Publicly-traded entities and non-profit organizations shall list all Corporate Officers and Directors in lieu of disclosing the names of individuals with ownership or financial interest. The disclosure requirement, as applied to land-use applications, extends to the applicant and the landowner(s).

Entities include all business associations organized under or governed by Title 7 of the Nevada Revised Statutes, including but not limited to private corporations, close corporations, foreign corporations, limited liability companies, partnerships, limited partnerships, and professional corporations.

Full Name	Title	% Owned (Not required for Publicly Traded Corporations/Non-profit organizations)

This section is not required for publicly-traded corporations. Are you a publicly-traded corporation? ☐ Yes ☐ No

1. Are any individual members, partners, owners or principals, involved in the business entity, a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes ☐ No (If yes, please note that County employee(s), or appointed/elected official(s) may not perform any work on professional service contracts, or other contracts, which are not subject to competitive bid.)

2. Do any individual members, partners, owners or principals have a spouse, registered domestic partner, child, parent, in-law or brother/sister, half-brother/half-sister, grandchild, grandparent, related to a Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District full-time employee(s), or appointed/elected official(s)?

☐ Yes ☐ No (If yes, please complete the Disclosure of Relationship form on Page 2. If no, please print N/A on Page 2.)

I certify under penalty of perjury, that all of the information provided herein is current, complete, and accurate. I also understand that the Board will not take action on land-use approvals, contract approvals, land sales, leases or exchanges without the completed disclosure form.

Signature	Print Name
Title	Date

DISCLOSURE OF RELATIONSHIP

List any disclosures below:
(Mark N/A, if not applicable.)

NAME OF BUSINESS OWNER/PRINCIPAL	NAME OF COUNTY* EMPLOYEE/OFFICIAL AND JOB TITLE	RELATIONSHIP TO COUNTY* EMPLOYEE/OFFICIAL	COUNTY* EMPLOYEE'S/OFFICIAL'S DEPARTMENT

* County employee means Clark County, Department of Aviation, Clark County Detention Center or Clark County Water Reclamation District.

"Consanguinity" is a relationship by blood. "Affinity" is a relationship by marriage.

"To the second degree of consanguinity" applies to the candidate's first and second degree of blood relatives as follows:

- Spouse – Registered Domestic Partners – Children – Parents – In-laws (first degree)
- Brothers/Sisters – Half-Brothers/Half-Sisters – Grandchildren – Grandparents – In-laws (second degree)

For County Use Only:

If any Disclosure of Relationship is noted above, please complete the following:

☐ Yes ☐ No Is the County employee(s) noted above involved in the contracting/selection process for this particular agenda item?

☐ Yes ☐ No Is the County employee(s) noted above involved in any way with the business in performance of the contract?

Notes/Comments:

Signature

Print Name
Authorized Department Representative



AGENDA SYNOPSIS

TITLE: CBE 606007-22, ARC for Purchase, Repairs & Maintenance of Countywide Access Control Systems.		PR NO: Entered Annually
AGENDA TYPE: Award of CBE		
ACTION/PURPOSE: Approve		
FISCAL IMPACT: \$750,000.00		
<input type="checkbox"/> FIXED AMOUNT <input checked="" type="checkbox"/> ANNUAL ESTIMATE <input type="checkbox"/> NOT AT THIS TIME		
CONTRACT TERM: date of award thru 6/30/2023		RENEWAL OPTIONS: 4 one-year

ISSUES: None
RESOLUTION:
CONTRACT TOTALS: \$4,281,851.86

STAFF RECOMMENDATIONS: Approve	
--------------------------------	--

SYNOPSIS OF CONTRACT VALUE FOR CBE 606007-21

SUCCESSFUL BIDDER	Johnson Controls, Inc.		
INITIAL TERM/BID AMOUNT	\$ 750,000.00	\$ 750,000.00	Initial Term Total
ANNUAL SPEND	\$ 750,000.00		
NUMBER OF YEARS WITH A	4		
PRICE INCREASE			
NUMBER OF YEARS WITH A	4		
USER INCREASE			

PRICE INCREASE (put in percentage price increase as a whole numbers)			
1.03			
1st YEAR RENEWAL TOTAL COST	\$ 772,500.00		
2nd YEAR RENEWAL TOTAL COST	\$ 795,675.00		
3rd YEAR RENEWAL TOTAL COST	\$ 819,545.25		
4th YEAR RENEWAL TOTAL COST	\$ 844,131.61		
Total Increase Per Renewal	\$ 3,231,851.86	\$ 3,231,851.86	Price Increase Total

USER INCREASE (put in percentage user increase as a whole numbers)			
0.1			
1st YEAR RENEWAL TOTAL COST	\$ 75,000.00		
2nd YEAR RENEWAL TOTAL COST	\$ 75,000.00		
3rd YEAR RENEWAL TOTAL COST	\$ 75,000.00		
4th YEAR RENEWAL TOTAL COST	\$ 75,000.00		
Total Increase Per Renewal	\$ 300,000.00	\$ 300,000.00	User Increase Total

Initial Term	\$ 750,000.00	\$ 750,000.00	Initial Term Total
Price Increase Total	\$ 3,231,851.86	\$ 3,231,851.86	Price Increase Total
User Increase Total	\$ 300,000.00	\$ 300,000.00	User Increase Total
Grand Total per Line Item	\$ 4,281,851.86	\$ 4,281,851.86	Grand Total for this Bid