

RFP 6060988-22
EXHIBIT B OF THE RFP
CONSTRUCTION SERVICES CONTRACT

CLARK COUNTY, NEVADA
PRE-CONSTRUCTION SERVICES
For

CLARK COUNTY DETENTION CENTER: SOUTH
TOWER FACILITY RENOVATION
RFP NO. 606098-22

RP.D0920057

Sletten Construction of Nevada, Inc.
NAME OF FIRM
Dan Eden, Vice President
DESIGNATED CONTACT AND NAME (Please type or print)
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ADDRESS OF FIRM INCLUDING CITY, STATE AND ZIP CODE
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E-MAIL ADDRESS

CLARK COUNTY DETENTION CENTER: SOUTH TOWER FACILITY RENOVATION

This Contract is made and entered into this _____ day of _____, 2023, by and between CLARK COUNTY, NEVADA (hereinafter referred to as COUNTY), and SLETTEN CONSTRUCTION OF NEVADA, INC. (hereinafter referred to as CMAR), for CLARK COUNTY DETENTION CENTER: SOUTH TOWER FACILITY RENOVATION (hereinafter referred to as Project).

WITNESSETH:

WHEREAS, CMAR has the personnel and resources necessary to accomplish the PROJECT within the required schedule for a not to exceed fee of \$391,085.00, including but not limited to the following: clerical; site visitation; mileage; review and input to the design, drawings, details, elevations, technical specifications and reports; cost estimating; meetings; presentations; exhibits and work product expense, travel, lodging, meals and miscellaneous expenses.

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

WHEREAS, Nevada Revised Statute (NRS) 280.290 provides that the Sheriff is the chief law enforcement and administrative officer of the Las Vegas Metropolitan Police Department (LVMPD) and shall continue to perform all of his duties as Sheriff; and

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

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

NOW, THEREFORE, COUNTY and CMAR agree as follows:

SECTION I: DEFINITIONS

1. **ADA:** Americans with Disabilities Act.
2. **Calendar Days:** Any day of the week, month, or year and does not exclude weekend days (Saturday and/or Sunday) or holidays. All references to a 'day' or to 'days' in the Contract Documents shall be understood to mean calendar days unless specifically indicated otherwise.
3. **CCFD:** Clark County Fire Department.
4. **Construction Contractor:** Firm or Individual that is awarded the Contract for Construction pursuant to the work described in the Contract Documents.
5. **Construction Cost Estimate:** As used herein is a forecast or estimate of the Construction Cost prepared on the basis of detailed analysis of materials and labor for all items of work as prepared by a certified professional estimator.

The Construction Cost will be the total cost or estimated cost to COUNTY of all elements of the Project designed by the CONSULTANT. The Construction Cost will include the cost at current market rates of labor, material, equipment, and services as described in the Construction Documents, plus a reasonable allowance for the Contractor's overhead and profit but will exclude change order or other cost increases encountered after award of the construction contract.

The Construction Cost does not include the compensation of CMAR and subcontractors, the costs of the land, rights-of-way, financing, permits, or other costs that are the responsibility of COUNTY.

May be used interchangeably with the term, Opinion of Probable Cost.

6. **Construction Project Manager (CPM):** Entity or Individual contracted by COUNTY to perform Construction Management services during the Construction Phase of the Project.

7. **Construction Schedule (Schedule):** Document prepared by CMAR and approved by RPM that establishes and defines major work elements, benchmarks and deadlines required to meet the mandated completion date(s) for the construction of the Project.
8. **Construction Manager At Risk (CMAR):** The Construction Manager At Risk and also hereby referred as Contractor, is the person or organization identified as such in the Owner-CMAR Construction Services Contract The term CMAR means the CMAR or their authorized representatives.
9. **CMAR's Contingency:** CMAR's Contingency is an amount the CMAR may use under the following conditions: (1) For increases in the Cost of the Work, subject to prior written approval from COUNTY. (2) with written approval from COUNTY for increases in General Requirements/Conditions Cost. CMAR shall use contingency for Work that could not have been reasonably anticipated by a CMAR at the time the GMP submittal
10. **CONSULTANT:** Design Professional or business entity contracted by COUNTY.
11. **Contract Documents:** The Drawings and Project Manual for the Work which is the legal basis for the Contract for Constructions and the detailed description of the Project requirements.
12. **COUNTY'S Designated Representative:** A member of COUNTY'S staff or Contract Employee of COUNTY who has been given specific limited authority to represent COUNTY during the course of the Project (COUNTY).
13. **Days:** Means calendar days as defined above
14. **Deliverables:** Instruments of Service, versions, revisions and/or modifications of contracted reports; studies; surveys; topographic surveys; maps; parcel maps; legal descriptions; services; meeting minutes; presentation plans and/or drawings; individually rolled, banded, and/or electronic drawings; individually bound, banded, and/or electronic specifications.
15. **Drawings:** The drawings are the graphic and pictorial portions of the Instruments of Service and of the Contract Documents, wherever located and whenever issued, showing the design, location, and dimensions of the Work, generally including plans, elevations, sections, details, schedules and diagrams.
16. **Drawings and Specifications:** As used herein, shall be deemed in all instances to include architectural, structural, mechanical, plumbing, electrical, civil, and landscape drawings and specifications, and any drawing and specification prepared by CONSULTANT and its specialty sub consultants.
17. **Final Completion of Preconstruction Services:** Final Completion of Preconstruction Services is the stage in the project after 100% Construction Documents are completed for submittal to the Authority having Jurisdiction and the COUNTY accepts CMAR's submission of the GMP.
18. **Final Payment for Preconstruction Services:** Final Payment, constituting the entire unpaid balance of the Contract sum, shall be made to CMAR / Construction Contractor by COUNTY, when the Contract has been fully performed and all terms, conditions and deliverables have been performed by CMAR / Construction Contractor and received by COUNTY. Final payment shall be made by COUNTY not more than thirty (30) calendar days after receipt of the final Payment Certificate. The definition applies both to professional services and construction work.
19. **GMP:** The Guaranteed Maximum Price is the maximum cost for the Work as delineated in the CMAR Construction Services Contract and is also referred to as the Contract Sum in various Contract Documents.
20. **Instruments of Service:** Designs, drawings, specifications, design calculations, notes, sketches, presentation boards, renderings, computer-based graphics, video, reports, schedules, or other item(s) produced by CMAR, Subcontractors, CONSULTANT or CONSULTANT'S sub consultant(s) as a part of this Project.
21. **Notice:** 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, electronic mail, or facsimile.
22. **Opinion of Probable Cost (OPC):** A written estimate (calculation) of various levels of detail that itemizes and summarizes anticipated prices and expenses associated with the construction of the work described by the Contract Documents. May be used interchangeably with the term, Construction Cost Estimate.

23. **Owner:** The term 'COUNTY' or 'OWNER' as used throughout this document will mean COUNTY of Clark, Nevada and is the Political subdivision of Southern Nevada listed in CMAR Request for Proposals and shall include COUNTY'S authorized representatives
24. **Owner Contingency:** Owner's Contingency belongs solely to COUNTY for the purpose of being allocated towards stipulated additional work (as itemized in an executed Change Order). Any portion of Owner's Contingency that remains when the Work is completed belongs to COUNTY and shall be returned to COUNTY
25. **Preconstruction Services Fee Proposal:** Fee established by CMAR for furnishing all labor, materials, equipment, tools, and services, and for doing everything required by this agreement including, but not limited to, providing the required Guaranteed Maximum Price Proposal (GMP) and Construction Schedule.
26. **Prime CMAR:** CMAR that is signatory to this Contract.
27. **Project Manual:** The project manual is the volume usually assembled for the Work, which may include the General Conditions, Special Conditions Bond and Insurance Forms, General Requirements, and Technical Specifications.
28. **RPM:** Clark County Real Property Management Department (COUNTY'S representative).
29. **Specifications:** The specifications are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services.
30. **Sub consultant:** Professional or business entity contracted by and under the direct supervision and control of the CONSULTANT for the purposes of providing professional services to the Prime CONSULTANT.
31. **Subcontractor:** A lower-tier contractor who is directly employed by the General Construction Contractor.
32. **Sub-subcontractor:** A Sub-Subcontractor is a person or organization who has a direct or indirect contract with a Subcontractor to perform any of the Work. The term Sub-subcontractor means a Sub-subcontractor or his authorized representative
33. **Working Days:** Means workdays and does not include legal holidays as defined by the Contract.

SECTION II: TERM OF CONTRACT

COUNTY agrees to retain CMAR for the period from date of award through 120 calendar days, unless such date is amended by the COUNTY. During this period, CMAR agrees to provide services as required by COUNTY within the scope of this Contract.

SECTION III: SCOPE OF WORK

Services to be performed by CMAR for the Project shall consist of the work described in the Scope of Work as set forth in **Exhibit A** of this Preconstruction Services Contract, Attached hereto.

SECTION IV: COMPENSATION AND TERMS OF PAYMENT

A. Project Fee

COUNTY agrees to pay CMAR for the performance of Preconstruction services described in the Scope of Work for the not to exceed fee amount of \$391,085.00. COUNTY'S obligation to pay CMAR cannot exceed the fixed fee amount. It is expressly understood that the entire work defined in the Scope of Work must be completed by CMAR and it shall be CMAR'S responsibility to ensure that hours and tasks are properly budgeted, so the entire PROJECT is completed for the said fixed fee. The Preconstruction Services by CMAR cannot exceed the budgeted amount of \$391,085.00.

B. Progress Payments

CMAR shall be entitled to progress payments in accordance with the completion of tasks indicated below:

- | | |
|--|---------------------|
| 1. General Requirements/Conditions Fee: | <u>\$ 43,220.00</u> |
| 2. Preconstruction Field Investigation Allowance*: | <u>\$150,000.00</u> |
| 3. Preconstruction Coordination Fee: | <u>\$133,970.00</u> |
| 4. Subcontractor Participation Fee: | <u>\$ 63,895.00</u> |

Total Preconstruction Services Fee: \$391,085.00

C. **Payment of Invoices**

1. Payment of invoices will be made within thirty (30) calendar days after receipt of an accurate invoice that has been reviewed and approved by COUNTY'S representative.
2. COUNTY'S representative will notify CMAR in writing within fourteen (14) calendar days of any disputed amount included on the invoice. The undisputed amount will be paid in accordance with paragraph C.1 above. Upon resolution of the disputed amount by COUNTY and the CMAR, payment will be made in accordance with paragraph C.1 above. CMAR may invoice for approved and completed work on a monthly basis.

If the payment period exceeds thirty (30) calendar days, CMAR will contact COUNTY representative to resolve any problem or delay. If the resolution of any delay is not satisfactory to the CMAR, CMAR may submit a seven-calendar day written notice to COUNTY. If payment is not received within the seven (7) calendar day period, CMAR may submit a request for approval of the following remedies: (1) Defer progress on the Project, until such time as payment is received and re-adjust the Project schedule accordingly. (2) CMAR may petition COUNTY for an increase in fees, to reimburse the substantiated costs of late payments and extended schedule. Either option to remedy, with concurrence by COUNTY Staff, may be exercised by CMAR.
3. No penalty will be imposed on COUNTY if COUNTY fails to pay CMAR 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 CMAR 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 offers electronic payment to all suppliers. Payments will be deposited directly into your bank account via the Automated Clearing House (ACH) network. CMAR will be provided information on how to enroll at time of award.

D. **Right to Off-Set**

COUNTY'S representative may subtract or offset the unpaid invoice from CMAR any damages, costs and expenses caused by, resulting from, or arising out of the negligent acts or omissions of CMAR in the performance of the Preconstruction Services. COUNTY'S representative shall provide a written statement to CMAR of the damages, costs and expenses, which have been subtracted from any payment to CMAR along with appropriate documentation and receipts, if any, and a description of the errors or deficiencies attributed to CMAR.

E. **COUNTY'S Fiscal Limitations**

1. The content of this section shall apply to the entire Contract and shall take precedence over any conflicting terms and conditions and shall limit COUNTY'S financial responsibility as indicated in Sections 2 and 3 below.
2. Notwithstanding any other provisions of this Contract, this Contract shall terminate and COUNTY'S obligations under it shall be extinguished at the end of the fiscal year in which COUNTY fails to appropriate monies for the ensuing fiscal year sufficient for the payment of all amounts which will then become due.

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 CMAR.

F. **Reimbursable Expenses**

CMAR has included all expenses in the fixed fee compensation for Basic Services. Reimbursable Expenses do not include, such expenses as transportation expenses in connection with authorized out-of-town travel, extensive long distance telephone communications, fees paid for securing approval of authorities having jurisdiction over the Project, expense of reproductions, postage and handling of Drawings and Specifications, expense of renderings, models and mock-ups requested by COUNTY beyond Basic Services, and the expense of overtime work requiring higher than regular rates. Reimbursable Expenses shall not be compensated unless pre-approved and confirmed in writing by COUNTY.

G. **Final Payment**

Upon completion by CMAR of the Preconstruction services required under this Contract, and acceptance of such services by COUNTY (which acceptance will not be unreasonably withheld), CMAR shall, within thirty (30) calendar days of COUNTY'S acceptance, be paid the balance of any money due for such services.

SECTION V: CHANGES TO SCOPE OF WORK/ADDITIONAL SERVICES

A. **Changes to the Scope of Work**

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.

B. **Additional Services**

Hourly Rate Schedule attached hereto as **Exhibit C**. The services described under this Section shall only be provided by CMAR if requested in writing by COUNTY. Additional Services are subject to budgetary appropriations and shall not be compensated unless pre-approved and confirmed in writing by COUNTY.

C. **CMAR Agreement to Changes**

As authorized in writing by COUNTY and at an additional cost, subject to unencumbered budgetary appropriations, CMAR agrees to provide additional Preconstruction Services to assist in the revision of the Contract Documents when such revisions are (i) inconsistent original approvals or instructions previously given by COUNTY, including revisions made necessary by adjustments in COUNTY'S budget for the Project or (ii) required by the enactment or amendment to codes, laws or regulations subsequent to the preparation of such documents, and other situations including, but not limited to:

1. Significant changes in the scope of the Project including, but not limited to the size, quality, complexity, or time schedule.
2. Replacement of that portion of the Project damaged by fire or other cause during construction, and furnishing services required in connection with the replacement of such Work.

SECTION VI: RESPONSIBILITY OF CMAR

A. **Independent Contractor**

It is understood that in the performance of the services here to as **Exhibit A** provided for, CMAR 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, CMAR has and shall retain the right to exercise full control over the employment, direction, compensation, and discharge of all persons employed by CMAR in the performance of the services hereunder. CMAR shall be solely responsible for, and shall indemnify 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. **Employment of Unauthorized Aliens**

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

C. **Non-Discrimination**

CMAR acknowledges that COUNTY has an obligation to ensure that public funds are not used to subsidize private discrimination. CMAR 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 expression, age, disability, national origin, or any other protected status, COUNTY may declare CMAR in breach of the Contract, terminate the Contract, and designate CMAR as non-responsible.

D. **No COUNTY Employee Benefits or Rights**

CMAR acknowledges that CMAR and any subcontractors, agents or employees employed by CMAR 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 CMAR or any of its officers, employees or other agents.

E. **Federal, State and Local Statutes, Codes, Etc.**

CMAR will not produce a work product or provide Preconstruction services, which violates or infringes on any copyright or patent rights, or violates any Federal, State, and Local Statutes, codes, ordinances, or resolutions, or regulations. COUNTY'S review, approval, acceptance, or payment for any of CMAR'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 CMAR shall be and remain liable in accordance with the terms of this Contract and applicable law for all damages to COUNTY caused by CMAR'S performance or failures to perform under this Contract. COUNTY'S review, approval, acceptance, or payment for any of the services performed by CMAR shall not be construed as a waiver of any rights of COUNTY under this Contract.

Prior to each design submittal, CMAR shall check all documents. Each submittal shall be in accordance with the appropriate submittal requirements listed herein. Incomplete submittals shall be rejected. All cost associated with the re-submittal shall be borne by the CMAR.

F. **CMAR Representative(s)**

CMAR shall appoint a representative of their company who will be the primary point of contact and project manager for the performance of services. All of the services specified by this Contract shall be performed by the State of Nevada licensed contractor of CMAR, or by an alternate Manager approved in writing by COUNTY prior to any such substitution. Should the primary point of contact, or any other employee of CMAR or sub CMAR be unable to complete their responsibility for any reason, CMAR shall replace them with a COUNTY-approved qualified person. If CMAR fails to make a COUNTY-required replacement within thirty (30) calendar days, COUNTY may terminate this Contract for default.

G. **Drawings and Specifications**

Drawings and specifications remain the property of CONSULTANT.

H. **Staff Availability**

CMAR 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.

CMAR 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.

I. **Disclosure of Ownership/Principals**

CMAR agrees to provide the information on the attached "Disclosure of Ownership/Principals" form prior to any contract award by the Board of County Commissioners.

J. **Rights and Remedies**

The rights and remedies of COUNTY provided for under this section are in addition to any other rights and remedies provided by law or under other sections of this Contract.

K. **Project Meetings**

Attend meetings, as necessary and defined by the project scope of work, or as otherwise directed by COUNTY'S representative, with the Department of Real Property Management (RPM) and others to review the Work of the Project and the progress thereof. At the initial project meeting, RPM will review all existing and pertinent COUNTY project files and site information; and will confirm the Project Scope, Work of the Project, Project Facilities Program and Project Schedule with CMAR. All meetings shall be chaired by an RPM staff member, and all work shall be directed / supervised by an RPM staff member.

L. **Specifications**

CMAR agrees with the content of Division 1 as provided and takes no exceptions to any provisions.

M. **Meeting Minutes**

CMAR shall review all design progress meetings. Review meeting minutes from sessions, conferences, and public presentations. Minutes shall include but are not limited to the following: date, list of attendees, topics of discussion, direction given for each discussion topic, decisions and any other information discussed that is pertinent to the project.

N. **Site Visits**

CMAR shall prepare field reports for every site visit.

O. **Manufacturer/Brand Names**

In all work produced under this Contract, CMAR shall comply with NRS.338.140 by assisting CONSULTANT in listing multiple manufacturers in the specifications, designated materials, drawings, products, thing or services by specific brand or trade name. CMAR shall evaluate, present and review through the design phase options for selecting items, products, materials, and equipment which are commercially available, standard production and economical efficient which shall meet COUNTY'S project budget. CMAR shall assist CONSULTANT in listing at least two (2) brands or trade names of comparable quality or utility and follow the words "or equal" so that the bidder(s) of the construction project may furnish an equal material, product, thing or service (items) in the specifications. CMAR shall verify current availability of all items, and provide the Manufacturers names, model numbers, product information and points of contact within its work products.

P. **Design Standards**

All work shall be in full compliance with the applicable COUNTY'S "Design & Construction Standards & Guidelines" which can be obtained from COUNTY upon request, incorporated herein by reference, and any failure in this regard shall be at the sole expense of CMAR to correct, specifically including any additional construction costs resulting from such failures in the construction bid documents. CMAR agrees to include this requirement in subcontract contracts providing services for the Project.

Q. **Accuracy of Data**

CMAR shall be responsible to field verify the accuracy of information or data supplied by COUNTY or other sources to the extent such information or data would be relied upon by a reasonably prudent CONTRACTOR.

R. **Responsibility for Construction Cost**

1. Evaluations of COUNTY'S Project budget, preliminary estimates of Construction Cost and detailed estimates of Construction Cost, prepared by CMAR's independent estimator, represent CMAR'S best judgment.
2. Assistance with identifying and reconciling differences between third party cost estimating CONSULTANT'S and/or ARCHITECT'S cost estimates and CMAR'S cost estimate.
3. CMAR shall include in estimates of the Construction Cost, allowances and contingencies for design, estimating, bidding, market factors, and price escalation, in cooperation with COUNTY/CONSULTANT, to determine what materials, equipment, component systems and types of construction are to be included in the Contract Documents, to make reasonable adjustments in the scope of the Project.

S. **Change of Ownership / Key Personnel**

CMAR shall notify COUNTY in writing thirty (30) days prior to any change in ownership of CMAR or any key personnel listed for this PROJECT. The approval of this contract has, to some degree, been based on the participation and qualifications of CMAR and other key personnel, listed in CMAR'S response to the Request for Proposal submitted prior to receiving this Contract. COUNTY has the option to either approve or disapprove any proposed alternate personnel related to the PROJECT. If CMAR fails to notify COUNTY of key personnel changes, COUNTY may terminate this Contract for default.

Significant change in the level of participation may be defined as:

1. CMAR or key personnel not actively participating in the PROJECT for a continuous period of time greater than one month, e.g. sabbatical leave, or a 25% reduction in time devoted to the PROJECT.

SECTION VII: SUBCONTRACTS

A. **Approval to Subcontract**

Services specified by this Contract shall not be subcontracted by CMAR, without prior written approval of COUNTY.

B. **CMAR Responsibility**

Approval by COUNTY of CMAR request to subcontract or acceptance of or payment for subcontracted work by COUNTY will not in any way relieve CMAR of responsibility for the adequacy of the work. CMAR shall be and remain liable for all damages to COUNTY caused by negligent performance or non-performance of work under this Contract by CMAR subcontractor.

C. **Compensation**

The compensation due under Section V shall not be affected by COUNTY'S approval of CMAR request to subcontract.

D. **CMAR Coordination**

CMAR shall be responsible for all coordination with its sub subcontractor(s). Deliverable submittals to COUNTY shall be organized by discipline and shall be thoroughly crosschecked to avoid conflicts between documents. Vague references to project requirements on other documents will not be permitted.

CMAR may be required to cooperate and/or coordinate with other COUNTY contracted providers. This cooperation or coordination shall be deemed as part of CMAR'S performance under this Contract.

E. **Meeting Attendance**

Throughout the construction document development phases of the project, CMAR shall participate in regularly scheduled weekly construction document development meetings with COUNTY/CONSULTANT, and coordinate attendance of subcontractors and other parties as appropriate to the progress of the work and to avoid delay.

SECTION VIII: RESPONSIBILITY OF COUNTY

A. **COUNTY'S Cooperation**

COUNTY agrees that its officers and employees will cooperate with CMAR in the performance of services under this Contract and will be available for consultation with CMAR at such reasonable times with advance notice as to not conflict with their other responsibilities.

B. **COUNTY'S Representative**

The services performed by CMAR under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY/CONSULTANT, as specified in attached **Exhibit A**, or their designee. COUNTY'S representative may delegate any or all of its responsibilities under this Contract to appropriate staff members and shall so inform CMAR by written notice before the effective date of each such delegation.

Such authorized representative(s) shall render decisions in a timely manner pertaining to documents submitted by CMAR in order to avoid unreasonable delay in the orderly progress of CMAR'S services.

C. **Documents and Work Review Comments**

COUNTY/CONSULTANT and its designated representative shall examine the studies, reports, sketches, estimates, specifications, proposals, and other documents presented by CMAR providing responses and decisions, promptly, in writing.

The services performed by CMAR under this Contract shall be subject to review for compliance with the terms of this Contract by COUNTY'S designated representative, as specified in attached **Exhibit A**. COUNTY may delegate any or all responsibilities under this Contract to appropriate staff members and shall so inform CMAR by written notice before the effective date of each such delegation.

D. **Project Data**

COUNTY shall, without charge, furnish to or make available for examination or use by CMAR as it may request, any data which COUNTY has available, including as examples only and not as a limitation:

1. Copies of reports, surveys, records, and other pertinent documents.
2. Copies of previously prepared reports, job specifications, surveys, records, ordinances, codes, regulations, other documents, and information related to the services specified by this Contract.
3. COUNTY shall furnish available structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports, as applicable as required by law or the Contract Documents.

CMAR shall return all original data provided by COUNTY.

COUNTY shall assist CMAR in obtaining data on documents from public officers or agencies, and from private citizens and business firms, whenever such material is necessary for the completion of the services specified by this Contract.

CMAR 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 CMAR.

COUNTY will provide CMAR with programmatic information, including a requirement list for current and future needs and operational requirements including all committed facility schedules that impact construction document development and/or construction.

COUNTY will provide CMAR with any other information required to complete the work, as available, which is not in CMAR Scope of Services.

E. **Notification of Faults, Defects, or Nonconformance**

COUNTY shall promptly notify CMAR in writing of any fault or defect in the Project or nonconformance with the Contract Documents.

F. **Project Site Access**

COUNTY will provide access to and make all necessary provisions for CMAR to enter upon the Project site as may be required to perform the service under this Contract.

G. **COUNTY'S Rights**

COUNTY will acquire any required rights to the Project Site or air rights to adjacent Sites as deemed necessary by COUNTY.

SECTION IX: TIME SCHEDULE

1. CMAR shall perform the services required as expeditiously as is consistent with professional skill and care and the orderly progress of the Project. CMAR shall not, except for reasonable cause, exceed time limits established by the schedule approved by COUNTY. If CMAR performance of services is delayed or if CMAR sequence of tasks is changed for any reason, CMAR shall notify COUNTY in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written acceptance.
2. If CMAR performance of services is delayed or if CMAR sequence of tasks is changed, CMAR shall notify COUNTY'S representative in writing of the reasons for the delay and prepare a revised schedule for performance of services. The revised schedule is subject to COUNTY'S written approval.

SECTION X: SUSPENSION AND TERMINATION

A. **Suspension**

COUNTY may suspend performance by CMAR under this Contract for such period of time as COUNTY, at its sole discretion, may prescribe by providing written notice to CMAR at least fourteen (14) calendar days prior to the date on which COUNTY wishes to suspend. Upon such suspension, COUNTY shall pay CMAR its compensation, based on the percentage of the Project completed and earned until the effective date of suspension, less all previous payments. CMAR 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 CMAR for any cause other than the error or omission of CMAR, for an aggregate period in excess of thirty (30) calendar days, CMAR shall be entitled to an equitable adjustment of the compensation payable to CMAR under this Contract to reimburse CMAR 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 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. This Contract may be terminated in whole or in part by COUNTY for its convenience; but only after CMAR is given:
 - a. not less than ten (10) calendar days written notice of intent to terminate; and
 - b. an opportunity for consultation with COUNTY prior to termination.
3. If termination for default is effected by COUNTY, COUNTY will pay CMAR that portion of the compensation which has been earned as of the effective date of termination but:
 - a. no amount shall be allowed for anticipated profit on performed or unperformed services or other work; and
 - b. any payment due to CMAR at the time of termination may be adjusted to the extent of any additional costs occasioned to COUNTY by reason of CMAR default.
4. If termination is for COUNTY'S convenience, COUNTY shall pay CMAR 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.
5. Upon receipt or delivery by CMAR of a termination notice, CMAR 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 I.
6. If after termination for failure of CMAR to fulfill contractual obligations, it is determined that CMAR has not so failed, the termination shall be deemed to have been effected for the convenience of COUNTY.
7. The rights and remedies of COUNTY and CMAR provided in this section are in addition to any other rights and remedies provided by law or under this Contract.
9. 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 CMAR, officers, employees, agents, subcontractors, vendors, or suppliers are expressly recognized to be within CMAR control.

SECTION XI: INSURANCE

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

SECTION XII 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: Clark County Government Center
 Attn: Purchasing Manager
 500 South Grand Central Parkway
 Las Vegas, Nevada 89155

TO CMAR: Sletten Construction of Nevada, Inc.
 Attn: Dan Eden, Vice President
 600 South Las Vegas Boulevard, Suite 700
 Las Vegas, Nevada 89101

SECTION XIII: MISCELLANEOUS

A. Covenant Against Contingent Fees

CMAR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide permanent employees. For breach or violation of this warranty, COUNTY shall have the right to annul this Contract without liability or in its discretion to deduct from the Contract price or consideration or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

B. Assignment

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

C. Indemnity

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

D. Governing Law

Nevada law shall govern the interpretation of this Contract.

E. Gratuities

1. COUNTY may, by written notice to CMAR, 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 CMAR or any agent or representative of CMAR 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 CMAR as it could pursue in the event of a breach of this Contract by CMAR; 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 CMAR 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.

F. Audits

The performance of this Contract by CMAR is subject to review by COUNTY to ensure contract compliance. CMAR 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 CMAR. 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.

G. Covenant

CMAR 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. CMAR further covenants, to its knowledge and ability, that in the performance of said services no person having any such interest shall be employed.

H. Confidential Treatment of Information

CMAR shall preserve in strict confidence any information obtained, assembled, or prepared in connection with the

performance of this Contract.

I. ADA Requirements

All work performed or services rendered by CMAR 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.

J. Subcontractor Information

CMAR 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 H**). The information provided in **Exhibit H** by CMAR is for COUNTY'S information only.

K. 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.

L. Force Majeure

CMAR 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. **Error! Reference source not found.** shall provide COUNTY satisfactory evidence that nonperformance is due to cause other than fault or negligence on its part.

M. 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.

N. Non-Endorsement

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

O. 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.

P. Companies that Boycott Israel

CMAR 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.

Q. Time:

Time shall be of the essence of this Agreement and the CMAR agrees to satisfactorily complete all preconstruction services and work within the time limits established in the incorporated documents. Failure to comply with the time schedule set forth in this Agreement shall be deemed adequate cause for termination of this Agreement.

R. Obligation Limitation:

The COUNTY and the CMAR mutually agree that the fee described herein is for Pre-Construction services only and in no manner obligates the COUNTY to enter into a GMP construction contract with the CMAR.

S. Examination of Documents:

Execution of this Agreement by the CMAR constitutes the CMAR's representation that they have examined the contents of all contract documents, including the CMAR General Conditions of the Contract that they have read and understands the same, and specifically agrees to be bound thereby

T. Ownership and Use of Documents:

Any sketches, reports, studies, photographs, negatives, or other documents prepared by the CMAR in the performance of CMAR's obligations under this Agreement shall be the exclusive property of the COUNTY and all such materials shall be remitted to the COUNTY by the CMAR upon completion, termination, or cancellation of this Agreement. The CMAR shall not use, willingly allow, or cause to have such materials used for any purpose other than the performance of the CMAR's obligations under this Agreement, without the prior written consent of the COUNTY.

U. Permits and Fees

Contractor shall determine and secure and pay for all fees and permits which may include, but not be limited to the following: building permit; plan check fee; dust control permit; sanitation/sewer; storm water pollution, water; tortoise; and other permits, connection and governmental fees; licenses; and all special inspections necessary for proper execution and completion of the work, unless otherwise specified.

V. Utilities

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

W. Standards and Codes

1. Wherever references are made in the Contract to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply to the work of the project, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.
2. Where applicable, reference to the Uniform Standard Specifications shall mean the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Third Edition and revisions thereof, excluding Sections 102 and 103 of Division One, and/or the latest adopted Editions of the Uniform Building Code, Plumbing Code, Electrical Code, Fire Code, and Mechanical Code.
3. In case of conflict among any of the above referenced Specifications standards and codes, or between any referenced standards and codes and the Specifications, reference is made to Section 105, Subsection 105.04 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, Current Edition, and revisions thereto.

X. Taxes

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

Y. Patent Indemnity

1. Contractor hereby indemnifies and shall hold harmless COUNTY, its officers, employees, agents and, if applicable, its construction manager, its officers, and employees, respectively, from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by COUNTY and its construction manager, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any

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

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

Z. Delivery, Unloading and Storage

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

AA. Payment of Material

1. At the discretion of COUNTY, payment for materials on hand may be made when a paid invoice is presented to the Architect/Engineer for inclusion with the estimate, provided the materials meet the requirements of the plans and specifications, and are stored under acceptable storage conditions. Payment for materials on hand does not alter the responsibility of Contractor for all materials until final acceptance of the work.
2. If materials are not specifically purchased for the work, but are taken from Contractor's stock, then in lieu of invoices, there shall be submitted to COUNTY statements accompanied by an affidavit of Contractor, certifying such materials were taken from its stock and the price and transportation claimed represent the actual cost to Contractor.
3. It is understood and agreed that the transfer of title to and COUNTY'S payment of such stored or stockpiled material shall in no way relieve Contractor of its responsibility for furnishing and placing such materials in accordance with the requirements of the Contract, plans, and specifications.

BB. Warranty

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

3. Contractor warrants such redesigned, repaired or replaced work against defective design, materials and workmanship for a period of 12 months from and after date of acceptance thereof. Should Contractor fail to promptly make the necessary redesign, repair, replacement, and tests, COUNTY may perform or cause to be performed the same at Contractor's expense. Contractor and its surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein.

CC. State of Nevada Legal Holidays

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

Martin Luther King's Birthday

Presidents' Day

Memorial Day

Independence Day

Labor Day

Nevada Admission Day

Veteran's Day

Thanksgiving Day and the Friday After

Christmas Day

New Year's Day

Contractor is required to verify dates with COUNTY'S representative prior to commencement of the Project.

DD. Copeland Anti-Kick Back Act

Contractor 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 Contractor or Subcontractor 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 it is otherwise entitled.

EE. Preferential Employment

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

FF. Subcontractor/Independent Contractor

1. Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. Contractor shall act as an independent Contractor and not as the agent of COUNTY in performing the Contract. Contractor shall maintain complete control over its employees and all of its Subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such Subcontractor and COUNTY. Contractor shall perform all work in accordance with its own methods subject to compliance with the Contract.
2. Any subcontract entered into by Contractor and its Subcontractor or Material Supplier shall not create any contractual relationship between COUNTY and Subcontractor or Material Supplier. It is Contractor's responsibility to ensure all subcontract agreements and material supply contracts comply with the terms and conditions set forth in this Contract

and applicable Statutes. If Contractor submitted with its Bid a signed and notarized Affidavit, Contractor must include in each contract between Contractor and Subcontractor the apportionment of Bidder's Preference Liquidated Damages assessed (General Conditions Section 1,1.2(D)).

Contractor shall not substitute a subcontractor for any portion of the Work which was previously indicated would be performed by Contractor unless such substitution meets the requirements of NRS Chapter 338.

GG. Reporting of Alleged Violations of the Law

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

HH. Labor Strife

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

II. Site Safety and Security

1. CONTRACTOR shall at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or damage of other means to any property. CONTRACTOR shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, COUNTY'S property, and the work site. CONTRACTOR shall continuously inspect all its work, materials, equipment, and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination, and correction of any such conditions.
2. CONTRACTOR shall comply with all applicable laws and regulations. CONTRACTOR shall cooperate with COUNTY on all security matters and shall promptly comply with any project security requirements established by COUNTY. Such compliance with these security requirements shall not relieve CONTRACTOR of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner CONTRACTOR'S obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.
3. CONTRACTOR shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to COUNTY in a timely manner.

JJ. Contractor Site Responsibilities

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

KK. Construction Safety

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

1. General

- a. CONTRACTOR shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the Work. CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations and lawful orders of any public authority bearing on the safety of persons or property or their protection from damage, injury or loss.
- b. In an emergency affecting the safety of life or of the Work or of adjoining property, CONTRACTOR shall follow the instructions of COUNTY or Consulting Architect or Engineer and, in the absence of such instruction, shall act at its discretion to prevent such threatened loss or injury.

2. Protection of Persons

- a. CONTRACTOR shall take all reasonable precautions for the safety of all employees on the Work and all other persons who may be affected thereby. CONTRACTOR shall designate a responsible member of its organization at the Project site whose duty shall be prevention of accidents.
- b. Except as otherwise stated in the Contract Documents, it is CONTRACTOR'S responsibility to obtain existing condition information COUNTY may have in its archived files pertaining to asbestos, lead and other hazardous materials prior to commencing with each approved PRICE PROPOSAL form / purchase order. CONTRACTOR shall use this information to inform its employees of any known hazards per OSHA 29 CFR 1926.1101 (k). CONTRACTOR shall also use such information to develop a scope of work to navigate around the work area without disturbing the known hazardous material. If COUNTY does not have the information readily available, it will dispatch its Environmental Consultant to the site to perform a survey limited to the scope of work. The information will be transmitted to CONTRACTOR upon receipt, for use in hazard communication and scope preparation by CONTRACTOR. If hazardous materials cannot be avoided, COUNTY will hire a licensed contractor to remove the hazardous material prior to commencement of work by CONTRACTOR. If CONTRACTOR encounters site material reasonably believed to be asbestos, lead, polychlorinated biphenyl (PCB), or other hazardous substances, CONTRACTOR shall immediately stop work in the area affected and give notice to COUNTY and any other appropriate entity of the condition. Work in the affected area shall not be resumed without written direction by COUNTY.

LL. Cleaning up

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

MM. Fire Prevention

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

NN. Air Pollution

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

OO. Prison Rape Elimination Act Compliance

CMAR must comply with the Prison Rape Elimination Act (PREA) of 2003 (Federal Law 42 U.S.C. 15601 et.seq.), with all applicable PREA standards, with all applicable policies related to PREA and standards related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within Clark County Detention Center (CCDC) or North Valley Complex (NVC) facilities/offices owned, operated or contracted. CMAR acknowledges that, in addition to "self-monitoring requirements" Detention Services Division (DSD) will conduct announced or unannounced, compliance monitoring to include "on-site" monitoring. Failure to comply with PREA, including PREA standards and DSD policies may result in termination of this CONTRACT.

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

CMAR:

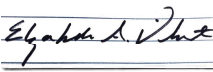
SLETTEN CONSTRUCTION OF NEVADA, INC.

By: 
DAN EDEN
Vice President

11/29/22
DATE

APPROVED AS TO FORM:

STEVEN B. WOLFSON,
DISTRICT ATTORNEY

By: 
ELIZABETH A. VIBERT
Deputy District Attorney

Dec 19, 2022
DATE

EXHIBIT A – SCOPE OF WORK
EXHIBIT B – CLARK COUNTY DIVISION 1
EXHIBIT C – HOURLY RATE SCHEDULE
EXHIBIT D – GMP FEE PROPOSAL
EXHIBIT E – GMP PROPOSAL INSTRUCTIONS
EXHIBIT F – TIME SCHEDULE
EXHIBIT G – INSURANCE REQUIREMENTS
ATTACHMENT 1 – AFFIDAVIT (ONLY REQUIRED FOR A SOLE PROPRIETOR)
EXHIBIT H – SUBCONTRACTOR INFORMATION

**EXHIBIT A
OF THE PRECONSTRUCTION SERVICES CONTRACT
RFP NO. 606098-22
SCOPE OF WORK FOR PRECONSTRUCTION SERVICES
RP.D0920057 CLARK COUNTY DETENTION CENTER: SOUTH TOWER FACILITY RENOVATION**

The "Project" for which the "Work" of the Contract is in part titled CLARK COUNTY DETENTION CENTER: SOUTH TOWER FACILITY RENOVATION and is located at 330 S. Casino Center Blvd., Las Vegas, NV 89101 (APN 139-34-210-044; County owned)

BACKGROUND:

The South Tower of the Clark County Detention Center is approximately 365,000sf and 7 stories and includes a basement. The facility was opened in 2002 and has been in operation at full capacity ever since. JMA Architects, Inc. was engaged in April 2019 to perform a comprehensive evaluation and assessment of both the plumbing and fire sprinkler line systems in the South Tower. It was determined that both the fire sprinkler system and plumbing system are at or beyond their useful service life and are in need of replacement.

Furthermore, Real Property Management has identified additional renovations needed within the facility including the chiller replacement, VAV replacement/repairs, elevator modernization, shower room

SCOPE OF WORK FOR PRE-CONSTRUCTION SERVICES:

In consideration of the mutual covenants and conditions provided herein, the COUNTY does hereby employ CMAR to perform Preconstruction Services, and CMAR agrees to expeditiously perform such services for the reference project. The scope of CMAR'S Preconstruction Services includes, but is not limited to the following;

GENERAL REQUIREMENTS/CONDITIONS

1. Comply with General Conditions/Requirements.
2. Distribution of documents to potential bidders, coordination of pre-bid conferences and bid openings, and determination of the best bids in each category. Prior to issuing requests for proposals to subcontractors, CMAR shall provide COUNTY with a copy of CMAR'S request for subcontractor proposals, including the form that the subcontractors must utilize to submit their proposals, along with all associated instructions.
3. Development of a GMP Proposal based on bids obtained from all necessary subcontractors after reviewing and coordinating the bid results with COUNTY. Along with the GMP Proposal, CMAR shall submit a bound set of documents that includes all subcontractor proposals for which the estimated value is at least 1% of the total cost of the public work, or \$50,000, whichever is greater, and narratives as necessary to describe any changes to the submitted subcontractor proposals.
4. Work with COUNTY in the enhancement of Division 01 General Requirements.

PRECONSTRUCTION COORDINATION

5. CMAR to participation in regularly scheduled design progress/construction document development review meetings with the CONSULTANT and COUNTY.
6. Development of questions (RFI's), review comments, suggestions, and cost estimates at and throughout each of the stipulated phases of design/construction document development: 60%, 95% and 100% phases.
7. Assessment and advisement regarding schedule impacts related to long lead submittals and long lead equipment procurement.
8. Provide Preconstruction Construction Schedule for the GMP. Construction schedule shall describe phasing of work to meet COUNTY's needs. Provide a plan showing how CMAR plans to maintain the project schedule and steps showing how a typical recovery schedule plan would be developed and processed.
9. CMAR will monitor and price all scope change suggestions during the design/construction document development phase.
10. Development of constructability and value engineering suggestions at each design development phase of design (60% and 95%), including final CMAR constructability and value engineering suggestions based upon 100% Construction Documents. CMAR constructability and value engineering suggestions shall be based on relevant first cost, life cycle cost, schedule impact, and constructability issues.
11. Coordinate with the CONSULTANT and OWNER in the development of the construction phasing plan. CMAR shall review CONSULTANT and OWNER provided phasing schedule & plans, suggest changes, alterations, and/or improvements that are in COUNTY's best interest. Final Phasing plan from CMAR shall be reviewed & approved by CONSULTANT and OWNER prior to GMP submittal.
12. Assistance with developing bid alternates as may be appropriate to accommodate the project budget and the current cost estimates.

13. CMAR assessment and assistance with CONSULTANT provided design schedule for Preconstruction services. Participate in the preparation of design schedule with CONSULTANT and COUNTY. Identify critical design decision dates with CONSULTANT.
14. CMAR shall certify final contract documents prior to GMP submittal. Certification indicates CMAR has reviewed all contract documents for constructability, scheduling, and quality and that no additional information is required for GMP and COUNTY-CMAR Construction Agreement award.
15. Assistance with identifying and reconciling differences between third party cost estimating consultant's and/or CONSULTANT's cost estimates and CMAR'S cost estimates.
16. CMAR shall utilize Virtual Construction and Building Information Modeling (BIM) throughout the design and construction process.

SUBCONTRACTOR PARTICIPATION

17. CMAR shall employ subcontractors for each trade as appropriate to the project scope.
18. CMAR advertisements, pre-qualification procedures, and contracts with all subcontractors for GMP construction services shall be conducted in accordance with NRS Sections 338.16991, 338.16995 and all other applicable statutes with regards to soliciting and contracting with subcontractors for a CMAR project, and 338.01165. Advertisement for subcontractor applications must comply with NRS 338.1385 (1) (a). Subcontractor qualifications and involvement shall also be coordinated as described in Request for Proposals 'Project Implementation Plan.'
19. CMAR shall develop potential bidder lists for all trades where the estimated value of the subcontract is at least 1% of the total cost of the public work, or \$50,000, whichever is greater. The complete list of subcontractors that CMAR intends to solicit bids from for GMP construction services shall be provided to COUNTY prior to issuing the request for proposals to subcontractors. CMAR must comply with NRS 338.1696.
20. CMAR shall coordinate the date and time of the bid opening with COUNTY to ensure that COUNTY is represented at the bid opening. CMAR shall provide COUNTY with a bound copy of all documentation submitted by subcontractors and suppliers immediately after the bid opening concludes. The bound copy shall also include CMAR'S summary tabulation of the bid results.
21. Coordination of input and questions from subcontractors with regard to the project scope described herein.
22. CMAR shall review all subcontractor proposals to determine completeness of scope, adherence to project schedule, and commitment to quality and safety before making the final recommendation to COUNTY. CMAR'S recommendation shall be based on what is deemed to be the best value for COUNTY.
23. CMAR shall employ appropriate subcontractors and require appropriate subcontractors to attend and participate in regularly scheduled design progress/construction document review meetings with CONSULTANT and COUNTY to provide ongoing input with respect to constructability, construction cost, construction duration, sequence of construction, and construction means and methods.

PRECONSTRUCTION FIELD INVESTIGATION

24. CMAR shall furnish all materials, equipment, permits, and labor required in order to conduct destructive and non-destructive investigations, with participation by appropriate subcontractors, of all existing site and building conditions, and all off-site conditions as appropriate for each project. CMAR must comply with NRS 338.16935.



DESIGN & CONSTRUCTION DIVISION

PRECONSTRUCTION SERVICES

DIVISION 01 -GENERAL REQUIREMENTS

PREPARED FOR:

**CLARK COUNTY DETENTION CENTER:
SOUTH TOWER FACILITY RENOVATION**

RFP NO. 606098-22

RPM Project No. RP.D0920057

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SECTION 01 11 00

SUMMARY OF WORK

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Contract Description
- B. Work by Contractor
- C. Contractor Use of Site and Premises
- D. Owner Use of Site and Premises
- E. Work Sequence
- F. Streamlined Specifications

1.02 CONTRACT DESCRIPTION

- A. The "Project" of which the "Work" of the Contract is a part titled Clark County Detention Center: South Tower Facility Renovation located at 330 S. Casino Center Blvd., Las Vegas, Nevada 89101. The "Work" is described Exhibit A.

1.03 WORK BY CONTRACTOR

- A. Supervision:
 - 1. Contractor shall have on-site supervision whenever work is being performed.
 - 2. If Contractor does not respond to a call within one hour, and a situation exists requiring Contractor's action; Owner may take appropriate action at Contractor's expense. Contractor, by failing to respond to the call, shall waive any rights to claims caused by Owner's action in accordance with the Contract Documents and industry standards.
- B. Performance of the Work:
 - 1. Perform work as may be necessary to complete the Preconstruction Service in accordance with the Preconstruction Services Agreement.
 - 2. Supervise and direct the Work, using Contractor's best skills and attention.
 - 3. Contractor shall be responsible for and have control over construction means, methods, techniques, sequences, and for coordinating all portions of the Work under the Contract with COUNTY.
 - 4. Contractor shall be responsible to Owner for acts and omissions of Contractor's employees, Subcontractors, and their agents and employees, and other persons performing portions of the Work under a contract.
 - 5. In the event damages occur due to non-responsiveness, Contractor shall bear the cost for corrective actions.
- C. Materials, Labor, and Equipment:
 - 1. Furnish and pay for transportation, material, equipment, tools, labor, and incidentals necessary to complete the Work in the best possible and most expeditious manner.
 - 2. Provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated in the Work.

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

1.04 CONTRACTOR USE OF SITE AND PREMISES

- A. Contractor shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents or as directed by Owner and shall not unreasonably encumber the site with materials or equipment.
- B. Limit use of site and/or premises to allow:
 - 1. Owner occupancy.
 - 2. Work by others, work by Owner, and work by public utility companies.
 - 3. Use of site and premises by the public.
- C. Maintain emergency exits from existing buildings during construction.
- D. Construction operations shall be limited to areas defined by the Preconstruction Services Agreement. Proposed operations outside the Preconstruction Services Agreement limits must be submitted to Owner for approval and Contractor shall be responsible for time, cost, and documentation associated with additional permits and approvals that may be required.
- E. Utility Outages and Shutdown: Provide seven (7) calendar days or five (5) workdays notice of scheduled shutdowns and immediate notification of unscheduled utility interruptions to the site or any portion of the site.

1.05 OWNER USE OF SITE AND PREMISES

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

1.06 WORK SEQUENCE

- A. Perform Work as outlined in the Preconstruction Services Agreement under Project Scope to accommodate Owner's occupancy requirements during the Preconstruction Services period. Contractor shall work with Architect and Owner to develop final approved phasing plan during Preconstruction and GMP development stages.

1.07 STREAMLINED SPECIFICATIONS

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

3. Words "shall be" are included by inference where a colon (:) is used within sentences or phrases.

END OF SECTION

SECTION 01 26 13

REQUESTS FOR INFORMATION/INTERPRETATION (RFI)

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Definitions.
- B. RFI Form.
- C. Procedures.

1.02 DEFINITIONS

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

1.03 RFI FORM

- A. RFIs shall be submitted on the form provided in this section. Architect/Engineer will not respond unless a proper form is used and submitted.
- B. If submittal form or format does not provide space needed for complete information, additional sheets may be attached.
- C. RFI's shall be limited to one specific issue or group of related issues and shall not address multiple issues.
- D. RFI's shall be issued by the Contractor to the Architect in a reasonable and orderly sequence such that they are not unreasonably grouped together and then delivered to the Architect.

PART 2 NOT USED

PART 3 EXECUTION

3.01 PROCEDURES

- A. When conditions require clarification of Contract Documents, comply with following:
 - 1. Subcontractors, manufacturers, and suppliers shall submit request for additional information and clarification to Contractor.
 - 2. Contractor is responsible for reviewing, numbering sequentially, and forwarding all RFI's to Architect/Engineer with copy to Owner.
 - a. RFI's from Subcontractors, manufacturer, or material suppliers shall be reviewed by and signed by Contractor prior to submittal to Architect/Engineer.

- D. In the event Contractor believes that an RFI response by the Architect/Engineer results in additional cost or time, Contractor shall not proceed with the work indicated by the RFI until a Construction Change Directive (CCD) or Change Order is prepared and approved. RFI's shall not automatically justify a cost increase in the work or a change in the Contract Time.
- E. Until written instructions are given via an RFI response issued by the Architect/Engineer any work done by the Contractor, either directly or indirectly relating to such discrepancy, conflict, or inconsistency will be at his own risk, and he shall bear all costs arising therefrom. Contractor shall remain liable for costs and time associated with any errors, omissions, discrepancies, conflicts, or inconsistencies which he should have discovered.
- F. Contractor shall maintain a log of RFIs sent to and responses from Architect/Engineer.
 - 1. Contractor shall furnish copies of the log showing outstanding RFI's. Contractor shall note unanswered RFI's in the log. Logs shall be reviewed as part of weekly Construction Meetings.
- G. RFI's are to be submitted to Architect/Engineer by E-Mail in PDF format, unless hardcopies are requested by Owner Representative.
 - 1. Address for E-Mail will be distributed by Architect/Engineer at the Pre-Construction Conference.

END OF SECTION

CLARK COUNTY
Real Property Management

REQUEST FOR
INFORMATION/INTERPRETATION

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

Specification Section: Paragraph: Drawing Reference: Detail:

Request:

Signed by:

Response:

☐ Attachments

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

Signed by:

Copies: ☐ Owner ☐ Consultants ☐ _____ ☐ _____ ☐ _____ ☐ _____ ☐ File



Based on CSI Form 13.2A

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601 Madison Street, Alexandria, VA 22314-1791

Page 1 of __

SECTION 01 31 13

PROJECT COORDINATION

PART 1 GENERAL

1.01 SUMMARY

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

B. SECTION INCLUDES

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

1.02 COORDINATION

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

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

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

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

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

1. Provide Owner, Owner's own forces, and separate contractor(s) reasonable opportunity for introduction and storage of their materials and equipment, performance of their activities, and connect and coordinate construction and operations with Contractor's as required by the Contract Documents.
2. If any part of Contractor's Work depends on proper execution or results upon the work of Owner or any separate contractor, Contractor shall, prior to proceeding with the Work, promptly report to Owner's Coordinator any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of Contractor to so report shall constitute an acceptance of Owner's or separate contractor's work as fit and proper to receive the Work, except as to defects which may subsequently become apparent in such work by others.
3. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.
4. Promptly remedy damage wrongfully caused by Contractor to completed or partially completed construction or to property of Owner or separate contractors as provided in Section 01 45 00 – Quality Control.

5. Claims and other disputes and matters in question between Contractor and a separate contractor shall be subject to the provisions of Construction Contracts.

- E. In finished areas, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.
- F. Coordinate completion and cleanup of Work of separate sections in preparation for Substantial Completion.
- G. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.03 CONTACTS

- A. Owner's Authorized Representative/Coordinator:
Clark County Department of Real Property Management
Design and Construction Division
500 S. Grand Central Pkwy, 4th Floor
Las Vegas, Nevada 89155-1733

Name: Danielle Vickerman
Phone: (702) 455-2310 Cell: (702) 401-7051 Fax: (702) 455-5817
E-mail: danielle.vickerman@clarkcountynv.gov

Alternate Contacts:

Name: Tom Grippe
Phone: (702) 455-0319 Cell: (702) 809-5203 Fax: (702) 455-5817
E-mail: tpg@clarkcountynv.gov

Alternate Contacts:

Chat Patel, Construction Project Management Supervisor
Phone: (702) 455-0447 Fax: (702) 455-5817
Email: chat.patel@clarkcountynv.gov

All questions regarding Contract Documents shall be in written form and sent via e-mail or facsimile:

Consultant Contact:

Erik Tuomy
JMA Architecture Studios
Phone: 702-966-9030 Fax: 702-731-2039
E-mail: etuomy@mbakerintl.com

With a copy to Clark County Department of Real Property Management – Design and Construction Division – **Attention: Danielle Vickerman**

1.04 CONSTRUCTION MOBILIZATION

- A. Cooperate with Owner in allocation of mobilization areas of site, for field offices and sheds, and for job site access, traffic, and parking facilities.
- B. During construction, coordinate use of site and facilities through Owner.

- C. Comply with Architect's/Engineer's procedures for intra-project communications; Submittals, reports and records, schedules, coordination drawings, and recommendations; and resolution of ambiguities and conflicts.
- D. Comply with instructions of Owner for use of temporary utilities and construction facilities.
- E. Coordinate field engineering and layout Work under instructions of Architect/Engineer.

1.05 SCHEDULES

- A. Submit preliminary Progress Schedule in accordance with Section 01 32 16 – Progress Schedule. Coordinate with Project Construction Schedule.
- B. After review, revise, and resubmit schedule to comply with revised Project Schedule.
- C. During progress of Work, revise and resubmit Project Schedule with each Application for Payment.

1.06 SUBMITTALS

- A. Submit preliminary Shop Drawings, Product Data, and Samples in accordance with Section 01 33 00 – Submittal Procedures 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 Architect/Engineer.
- C. Submit Requests for Interpretation of Contract Documents (RFI) and obtain instructions through Architect/Engineer.
- D. Process Request for Substitutions and Change Orders through Architect/Engineer.
- E. Deliver closeout Submittals and preliminary inspection reports for review to Architect/Engineer.
- F. Copy Owner's Authorized Representative on all correspondence.

1.07 CONTRACT DOCUMENTS ON-SITE

- A. Owner will furnish one (1) CD of Drawings and Project Manuals. Contractor 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. Change Orders
 6. Submittals
 7. Inspection reports

1.08 COORDINATION DRAWINGS

- A. Contractor shall prepare and submit coordination drawings as required to achieve coordination required by this section Article 1.02 Coordination. Contractor shall be responsible for obtaining

information as required from Architect/Engineer for preparation of Contractor's coordination drawings.

- B. Review drawings prepared by others prior to submission to Architect/Engineer.

1.09 CLOSEOUT PROCEDURES

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

1.10 HOT WORK PERMIT / OSHA part 1910.252

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



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


READING PREPARATION CHECKLIST

- Verify procedures listed at night for department with the trunk).
- Complete and retain Part 1.
- Bring Part 2 to person doing job.

Wade Fletcher

100

2. Completed and Unsigned.



HOT WORK PERMIT

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

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

INSTRUCTIONS	PART 1 REQUIRED PRECAUTIONS CHECKLIST								
<p>1. Firesafety supervisor:</p> <p>A. Verify precautions listed at right (or do not proceed with the work).</p> <p>B. Complete and retain Part 1.</p> <p>C. Issue Part 2 to person doing job.</p> <p>HOT WORK BEING DONE BY</p> <p><input type="checkbox"/> EMPLOYEE</p> <p><input checked="" type="checkbox"/> CONTRACTOR <u>Sound Plumbing</u></p> <p>DATE <u>12/21/12</u> JOB NUMBER _____</p> <p>LOCATION/BUILDING AND FLOOR <u>Lewis Building - 6th Floor</u></p> <p>NATURE OF JOB <u>Plumbing Copper Piping</u></p> <p>NAME OF PERSON DOING HOT WORK <u>Terry</u></p> <p>I verify the above location has been examined, the precautions checked on the Required Precautions Checklist have been taken to prevent fire, and permission is authorized for this work.</p> <p>SIGNED (Firesafety Supervisor/Operations Supervisor) <u>Edward Frasier III</u></p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <tr> <td style="width: 30%; text-align: center;">PERMIT EXPIRES</td> <td style="width: 30%; text-align: center;">DATE</td> <td style="width: 30%; text-align: center;">TIME</td> <td style="width: 10%; text-align: center;">AM PM</td> </tr> <tr> <td style="height: 30px;"></td> <td></td> <td></td> <td></td> </tr> </table> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <p>NOTE: EMERGENCY NOTIFICATION ON BACK OF FORM. USE AS APPROPRIATE FOR YOUR FACILITY.</p> </div>	PERMIT EXPIRES	DATE	TIME	AM PM					<div style="float: right; border: 1px solid black; padding: 5px; writing-mode: vertical-rl; transform: rotate(180deg);"> <p>2000913-02</p> </div> <p><input checked="" type="checkbox"/> Available sprinklers, hose streams and extinguishers are in service/operable.</p> <p><input checked="" type="checkbox"/> Hot Work equipment in good repair.</p> <p>Requirements within 35 ft (11 m) of work</p> <p><input checked="" type="checkbox"/> Flammable liquids, dust, lint and oily deposits removed.</p> <p><input checked="" type="checkbox"/> Explosive atmosphere in area eliminated.</p> <p><input checked="" type="checkbox"/> Floors swept clean.</p> <p><input checked="" type="checkbox"/> Combustible floors wet down, covered with damp sand or fire-resistive sheets.</p> <p><input checked="" type="checkbox"/> Remove other combustibles where possible. Otherwise protect with fire-resistive tarpaulins or metal shields.</p> <p><input checked="" type="checkbox"/> All wall and floor openings covered.</p> <p><input checked="" type="checkbox"/> Fire-resistive tarpaulins suspended beneath work.</p> <p><input checked="" type="checkbox"/> Protect or shut down ducts and conveyors that might carry sparks to distant combustibles.</p> <p>Work on walls, ceilings or roofs</p> <p><input checked="" type="checkbox"/> Construction is noncombustible and without combustible covering or insulation.</p> <p><input checked="" type="checkbox"/> Combustibles on other side of walls, ceilings or roofs are moved away.</p> <p>Work on enclosed equipment</p> <p><input checked="" type="checkbox"/> Enclosed equipment cleaned of all combustibles.</p> <p><input checked="" type="checkbox"/> Containers purged of flammable liquids/vapors.</p> <p><input checked="" type="checkbox"/> Pressurized vessels, piping and equipment removed from service, isolated and vented.</p> <p>Fire watch/Hot Work area monitoring</p> <p><input checked="" type="checkbox"/> Fire watch will be provided during and for 60 minutes after work, including any coffee or lunch breaks.</p> <p><input checked="" type="checkbox"/> Fire watch is supplied with suitable extinguishers, and where practical, a charged small hose.</p> <p><input checked="" type="checkbox"/> Fire watch is trained in use of equipment and in sounding alarm.</p> <p><input checked="" type="checkbox"/> Fire watch may be required in adjoining areas, above and below.</p> <p><input type="checkbox"/> Monitor Hot Work area for 4 hours after job is completed.</p> <p>Other Precautions Taken:</p> <p><input type="checkbox"/> _____</p>
PERMIT EXPIRES	DATE	TIME	AM PM						

3. Blank Form – First Page.



WARNING!


HOT WORK IN PROGRESS WATCH FOR FIRE!

IN CASE OF EMERGENCY:

CALL: _____

AT: _____

WARNING!



HOT WORK PERMIT

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

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

INSTRUCTIONS	PART 1 REQUIRED PRECAUTIONS CHECKLIST
<p>1. Firesafety supervisor:</p> <p>A. Verify precautions listed at right (or do not proceed with the work).</p> <p>B. Complete and retain Part 1.</p> <p>C. Issue Part 2 to person doing job.</p> <p>HOT WORK BEING DONE BY</p> <p><input type="checkbox"/> EMPLOYEE</p> <p><input type="checkbox"/> CONTRACTOR</p> <p>DATE _____ JOB NUMBER _____</p> <p>LOCATION/BUILDING AND FLOOR _____</p> <p>NATURE OF JOB _____</p> <p>NAME OF PERSON DOING HOT WORK _____</p> <p>I verify the above location has been examined, the precautions checked on the Required Precautions Checklist have been taken to prevent fire, and permission is authorized for this work.</p> <p>SIGNED (Firesafety Supervisor/Operations Supervisor) _____</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> <div style="border: 1px solid black; padding: 5px; width: 20%;"> PERMIT EXPIRES </div> <div style="border: 1px solid black; padding: 5px; width: 20%;"> DATE </div> <div style="border: 1px solid black; padding: 5px; width: 20%;"> TIME </div> <div style="border: 1px solid black; padding: 5px; width: 20%;"> AM PM </div> </div> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> NOTE: EMERGENCY NOTIFICATION ON BACK OF FORM. USE AS APPROPRIATE FOR YOUR FACILITY. </div>	<div style="float: right; border: 1px solid black; padding: 5px; transform: rotate(90deg); transform-origin: right top; width: 50px; text-align: center;">20000913</div> <p><input type="checkbox"/> Available sprinklers, hose streams and extinguishers are in service/operable.</p> <p><input type="checkbox"/> Hot Work equipment in good repair.</p> <p>Requirements within 35 ft (11 m) of work</p> <p><input type="checkbox"/> Flammable liquids, dust, lint and oily deposits removed.</p> <p><input type="checkbox"/> Explosive atmosphere in area eliminated.</p> <p><input type="checkbox"/> Floors swept clean.</p> <p><input type="checkbox"/> Combustible floors wet down, covered with damp sand or fire-resistive sheets.</p> <p><input type="checkbox"/> Remove other combustibles where possible. Otherwise protect with fire-resistive tarpaulins or metal shields.</p> <p><input type="checkbox"/> All wall and floor openings covered.</p> <p><input type="checkbox"/> Fire-resistive tarpaulins suspended beneath work.</p> <p><input type="checkbox"/> Protect or shut down ducts and conveyors that might carry sparks to distant combustibles.</p> <p>Work on walls, ceilings or roofs</p> <p><input type="checkbox"/> Construction is noncombustible and without combustible covering or insulation.</p> <p><input type="checkbox"/> Combustibles on other side of walls, ceilings or roofs are moved away.</p> <p>Work on enclosed equipment</p> <p><input type="checkbox"/> Enclosed equipment cleaned of all combustibles.</p> <p><input type="checkbox"/> Containers purged of flammable liquids/vapors.</p> <p><input type="checkbox"/> Pressurized vessels, piping and equipment removed from service, isolated and vented.</p> <p>Fire watch/Hot Work area monitoring</p> <p><input type="checkbox"/> Fire watch will be provided during and for 60 minutes after work, including any coffee or lunch breaks.</p> <p><input type="checkbox"/> Fire watch is supplied with suitable extinguishers, and where practical, a charged small hose.</p> <p><input type="checkbox"/> Fire watch is trained in use of equipment and in sounding alarm.</p> <p><input type="checkbox"/> Fire watch may be required in adjoining areas, above and below.</p> <p><input type="checkbox"/> Monitor Hot Work area for 4 hours after job is completed.</p> <p>Other Precautions Taken:</p> <p><input type="checkbox"/> _____</p>

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 31 19
PROJECT MEETINGS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 PRE-CONSTRUCTION CONFERENCE

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

1.03 PROGRESS MEETINGS

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

2. During the Status of Shop Drawings, Product Data, and Samples portion of the meeting, Contractor shall provide to each team member a copy of Contractor's current Submittals Log, Request for Interpretation Log, and Request for Proposal Log.

F. Weekly Progress Photos:

1. Provide weekly photographs in accordance with Section 01 32 33 – Photographic Documentation.
2. Weekly Progress Photos are to be included in meeting minutes.

G. Daily Manpower & Activity Reports:

1. Provide completely filled out Daily Manpower & Activity Reports of all Subcontractors to be turned in at each Weekly Progress Meeting.
2. Use the form provided at the end of this section.

H. Minutes:

1. Meeting minutes will be written by Owner or Owner's Designated Representative and distributed to Team Members within five (5) calendar days following the meeting.

1.04 PRE-INSTALLATION MEETINGS

- A. Pre-Installation Meetings will be held prior to start of work in certain Specification Sections (i.e., roofing) and as requested by Owner.

B. Purpose:

1. To review all construction and quality control procedures for the Work for which the meeting is required.
2. To coordinate and sequence the Work with the Work of all related sections.

- C. Time: Not less than ten (10) days prior to the start of the Work or the preparatory work.

- D. Attendees: As listed above for the Progress Meetings.

1.05 COORDINATION MEETINGS

- A. Purpose: To coordinate the efforts of Contractor and others performing work on the Project. For example: Owner's additional contractors.

- B. Attendees: As listed above for the Progress Meetings plus the new party with work to perform.

- C. Contractor shall have a Coordination Meeting before Contractor starts work on each Specification Division and/or trade.

- D. Attendees: As listed above for the Progress Meeting including appropriate Subcontractor(s).

1.06 CLOSEOUT MEETINGS

- A. Purpose: To review completeness of closeout documents including, but not limited to; red-lined markups of Record Drawings.

- B. Time / Frequency: Beginning thirty (30) days prior to Substantial Completion. Meetings to be held weekly in conjunction with Progress Meetings, or at a time mutually agreed upon by Owner, Architect/Engineer, and Contractor.

- C. Location: Job site office.

D. Attendees: Team members consisting of:

1. Owner.
2. Architect/Engineer.
3. Architect's/Engineer's Consultants as applicable for closeout documents in progress or under discussion.
4. Contractor's Project Manager.
5. Contractor's Superintendent.
6. Other parties appropriate to the closeout documents in progress or under discussion.

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

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

F. Minutes:

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

1.07 OTHER MEETINGS

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

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION



CLARK COUNTY DEPARTMENT OF REAL PROPERTY MANAGEMENT
DESIGN & CONSTRUCTION DIVISION



DAILY MANPOWER & ACTIVITY REPORT

General Contractor _____ Date _____
Subcontractor _____
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 Superintendent Signature

SECTION 01 32 16

PROGRESS SCHEDULES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittal Schedule
- B. Construction Schedule
- C. Weekly and Monthly Progress Report
- D. Cash Flow Plan
- E. Owner Suggested Certified Primavera P6 Trainers/Project Manager
- F. Detail Network Schedule
- G. Detail Network Schedule Monthly Report
- H. Submittal Logs
- I. Detail Network Schedule and Monthly Report
- J. Schedule Progress and Payment Validation

1.02 SUBMITTAL SCHEDULE

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

1.03 CONSTRUCTION SCHEDULE

- A. Contractor shall be responsible for planning, scheduling, and reporting the progress of Work to ensure timely completion of the Contract.
- B. Contractor shall employ a Primavera P6 Scheduler to prepare and maintain the Construction Schedule throughout the duration of the Project. Contractor's Scheduler shall be approved by Owner.
- C. Prepare and submit for Owner/Architect's/Engineer's information and review, a Baseline Construction Schedule (bar chart and CPM) for the Work at the Pre-Construction Conference. Baseline Construction Schedule shall be submitted in PDF, and 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.
- D. Contractor's Schedule shall be cost-loaded to reflect the bid amount. Perform Work according to the approved schedule.

1.04 WEEKLY AND MONTHLY PROGRESS REPORT

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

1.05 CASH FLOW PLAN

- A. Prepare and submit in duplicate to Owner and Architect/Engineer at the Pre-Construction Conference, a Cash Flow Plan for the entire performance period of the Contract.

1.06 OWNER SUGGESTED CERTIFIED PRIMAVERA P6 TRAINERS/PROJECT MANAGERS

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

PART 2 PRODUCTS

2.01 CONSTRUCTION SCHEDULE

- A. Prepare a Construction Schedule for the Contract and submit to Owner at the Pre-Construction Conference.
- B. Construction Schedule shall be:
 - 1. A Precedence Diagram, showing, as a minimum, the Schedule of Values in the Contract as "Summary Activities."
 - 2. Cost loaded at the Schedule of Values level to provide a comparison of progress to the Application for Payment.
 - 3. Detailed sufficiently for tracking quantity of Work performed and the quantity of Work remaining. Schedule shall detail compliance with Contract Documents, compliance with completion dates, and all milestones as reviewed and accepted by Owner.
- C. Monthly Reports shall include, as a minimum:
 - 1. Actual Start Date.
 - 2. Percent Complete.
 - 3. Remaining Duration.
 - 4. Actual Finish Date.
 - 5. Earned-Value as compared to the Baseline Cost (Contract Schedule of Values).
- D. Monthly Reports shall include a tabular status and a Gantt view providing a comparison of the current schedule with the target schedule.

2.02 DETAIL NETWORK SCHEDULE

- A. In addition to the Construction Schedule, provide a Detail Network Schedule. Contractor's Schedule, submitted and accepted by Owner, shall reflect a total completion time allowed by the Contract under General Conditions Article 1.2 titled Time: Completion of Project.

- B. Detail Network Schedule shall include:
 - 1. Complete Critical Path schedule to cover Contractor's anticipated time schedule.
 - 2. Detailed Precedence Diagram acceptable to Owner.
- C. Accepted Precedence Diagram shall be used as a baseline to evaluate progress. Criteria for acceptance shall include the following features for the Precedence Diagram:
 - 1. Time-scaled in calendar days.
 - 2. Plot all activities on their anticipated early start and finish dates.
 - 3. Show activities in sufficient detail to allow monitoring.
 - 4. Show the order and interdependence of activities and the sequence of work as reflected in the Schedule Report specified below.
 - 5. Prominently distinguish critical activities on all reports by using color or symbols.
 - 6. Include, in addition to all construction activities, such tasks as:
 - a. Mobilization and demobilization.
 - b. Submittal and approval of Samples of materials and Shop Drawings.
 - c. Procurement of significant or long-lead time materials and equipment.
 - d. Fabrication of special items.
 - e. Installation and testing.
 - f. Permits.
 - g. Interfacing with utilities.
 - h. Interfacing with other projects.
- D. Activities shall be sufficiently detailed so that a reviewer can follow the sequence. For example, the activities shall show forming, reinforcing, and placement of concrete on the calendar days they are scheduled to be performed.
- E. Precedence Diagram shall show for each activity the preceding and following event numbers or activity numbers, the activity description, the total float, if any, and the anticipated duration of the activity in working days.
- F. Organize and describe activities to conform to the Contract Bid items as closely as possible. Activity descriptions shall be unique and specific with respect to the type of work and location.
- G. Each activity representing the Schedule of Values shall be loaded with the bid cost as "Budgeted Cost." Manpower (by Craft or Subcontractor) or material quantities shall be loaded as activities at least one level below the Schedule of Values Activity.
- H. Accompany Precedence Diagram by a Schedule Report of the network with a tabulation of the following data for each activity:
 - 1. Activity Number
 - 2. Activity Description
 - 3. Activity Duration
 - 4. Earliest start date
 - 5. Earliest finish date
 - 6. Latest start date
 - 7. Latest finish date
 - 8. Total float times
 - 9. Responsibility for activity – e.g., Contractor, Subcontractor, supplier, and so forth.
 - 10. A balanced resource loading for each activity listing personnel, equipment, and anticipated revenue.

2.03 DETAIL NETWORK SCHEDULE - MONTHLY REPORTS

- A. Monthly Report shall:

1. Show the activities or portions of activities completed during the one month reporting period and the portion completed on the Project to date, showing actual start and finish dates plus all future activities.
 2. Include the percent complete and remaining duration at the activity level.
 3. State the actual quantity-to-date of materials or manpower expended and the amount or percentage of revenue actually earned compared to the baseline as of the report date.
 4. Include a summary of all activities sequenced by a total float from least to greatest float and ordered by early start.
 5. Include a detailed predecessor/successor analysis showing the predecessors, successors, logic ties, and constraints for each activity scheduled. These activities shall be sorted by event numbers or activity numbers in ascending order.
- B. Monthly Report shall be accompanied by a narrative description of job progress, problem area, current and anticipated delaying factors and their expected effect, and any corrective actions proposed or taken.
1. Narrative description shall also clearly identify any departures from earlier schedules including, but not limited to, changes in logical sequence or logical times, constraints, changes in activity durations, and changes, additions, or deletions in event numbers, activity numbers, and activity descriptions.
 2. Include the reasons for each departure in the narrative description; corrective action to return to the original schedule shall be approved by Owner.
 3. Additions and deletions of activities or milestone events shall be approved by Owner.
- C. Extra Work or additional Work scope shall be shown on an updated schedule.
- D. The Cash Flow Plan shall be Contractor's best estimate of monthly billings.

PART 3 EXECUTION

3.01 SUBMITTALS LOG

- A. Include/ incorporate as specified in Section 01 33 00 – Submittal Procedures.
- B. The required schedules and reports shall be submitted to Owner as follows:
 1. Construction Schedule – electronic (PDF) copies.
 2. Detail Network Schedule – electronic (PDF) copies.
 3. Revision to Detail Network Schedule – electronic (PDF) copies.
 4. Monthly Reports - electronic (PDF) copies.
 5. Cash Flow Plan – electronic (PDF) copies may be requested by Owner

3.02 CONSTRUCTION SCHEDULE

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

3.03 DETAIL NETWORK SCHEDULE AND MONTHLY REPORT

- A. Submit the Detail Network Schedule for Owner's acceptance within seven (7) calendar days after the Construction Schedule in Part 2 is accepted.
- B. Submit a Monthly Report of actual construction progress with the monthly Application for Payment by updating the Schedule Report to reflect complete and in progress activities on the Project. Negative float shall be explained in detail. If the detailed Precedence Diagram requires revision, either wholly or

in part, Owner shall so direct Contractor and Contractor shall submit such revision within ten (10) calendar days.

- C. Provide one electronic backup of the Precedence Diagram with each Monthly Report. The automated system software used by Owner will be Primavera P6. If Contractor uses software other than Primavera P6, Contractor shall furnish an unopened licensed disc package of the software to Owner for use during the duration of the Project. The software shall be IBM PC compatible and shall calculate "Earned-Value" compared to the Baseline Budget as opposed to Current Estimated Budget.
- D. Update Cash Flow Plan and submit monthly to incorporate actual expenditures to date with the Application for Payment.
- E. Provide a revised Cash Flow Plan for each executed Change Order.

3.04 SCHEDULE PROGRESS AND PAYMENT VALIDATION

- A. No measurement or direct payment will be made for Contractor's costs relating to preparation and submission of schedules and reports and revisions thereto, the cost being considered as included in the prices paid for Contract items.
- B. Failure of Contractor to comply with the monthly updated schedule requirements specified herein will be grounds for Owner to withhold an additional ten (10%) percent of the monthly Progress Payments, in addition to the normal retention, until Contractor is in compliance. Upon compliance, additional money withheld will be paid to Contractor in the next scheduled monthly payment.
- C. Activities denoting the completion of System or Equipment installations will be considered complete only after verified receipt of Operation & Maintenance Manuals, Certifications, Manufacturer's Documents, and completed Owner provided Inventory Forms.
 - 1. Failure to provide the required documentation will result in the withholding of retention of ten (10%) percent of that month's Payment Request until documentation is provided.
 - 2. Upon compliance, retained monies will be paid with the next payment.
- D. Acceptance of Contractor's schedules by Owner is not to be construed as relieving Contractor of the obligation to complete the Work within the Contract Time; or as granting, rejecting, or in any other way acting upon Contractor's requests for adjustments to the date for completing Contract Work, or claims for additional compensation. Such requests shall be processed in strict compliance with other relevant provisions of the Contract.
- E. Contractor shall participate in a review and evaluation of the proposed Construction Schedule, Detailed Network Schedule, and Monthly Updated Schedule by Owner. Revisions necessary as a result of the review shall be submitted to Owner within ten (10) calendar days after the review. The accepted Detail Network Schedule shall then be used by Contractor for planning, organizing, executing, and directing the Work and for reporting progress of Work accomplished.
- F. Contractor shall provide a schedule of anticipated adverse weather delays based on National Oceanic and Atmospheric Administration (NOAA) / National Weather Service or similar data for the Project location, which will constitute the baseline for the total Contract Time adverse weather delay evaluations.
 - 1. Contractor's Progress Schedule shall assume to anticipate this degree of adverse weather delays in all weather dependent activities.
 - 2. Monthly Report shall record actual weather delay days and correct the forecasted schedule for anticipated delay days not used.
- G. Provide written notification to Owner of the occurrence of adverse weather delay days and resultant impact to normally scheduled work, within ten (10) calendar days of each occurrence, when such

weather prevents Work on critical activities for fifty (50%) percent or more of Contractor's scheduled workday.

1. A time extension may be granted when the number of actual adverse weather days calculated from the Notice to Proceed (NTP) date to the date Contractor asserts the request exceeds the total normally anticipated adverse weather delays.
2. Request for "Time Extension" will be governed by the Contract.
3. If Contractor wishes to assert additional claim(s) for time adjustment at a later date(s), each succeeding claim shall address the time period from NTP date to the date of the request.
4. No compensation will be made for monetary damages due to adverse weather delay(s).
5. Supporting data from Daily Reports and Equipment Utilization Reports shall accompany requests for additional time due to weather delays.

END OF SECTION

SECTION 01 32 33

PHOTOGRAPHIC DOCUMENTATION

PART 1 GENERAL

1.01 SUMMARY

- A. Contractor shall provide existing 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.
- C. Provide monthly digital photographs (in electronic format) showing overview progress of site and construction throughout Work. **Provide minimum two (2) photographs per calendar day for each activity.**
- D. Contractor shall provide digital photographs (in electronic format) to Architect/Engineer and Owner of any unforeseen conditions prior to commencing work and of completed work.
- E. SECTION INCLUDES:
 - 1. Submittals
 - 2. Quality Assurance
 - 3. Electronic
 - 4. Construction Photography

1.02 SUBMITTALS

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

1.03 QUALITY ASSURANCE

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

PART 2 PRODUCTS

2.01 ELECTRONIC

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

PART 3 EXECUTION

3.01 CONSTRUCTION PHOTOGRAPHY

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

END OF SECTION

SECTION 01 35 53
SECURITY PROCEDURES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Submittals
- B. Security Program
- C. Construction Security Fence
- D. Entry Control
- E. Clark County Detention Center, Las Vegas Metro Police Department (LVMPD) Security Program Requirements

1.02 SUBMITTALS

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

1.03 SECURITY PROGRAM

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

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

PART 2 PRODUCTS

2.01 CONSTRUCTION SECURITY FENCE

- A. Provide perimeter fence around the construction site:
 - 1. Fence: Commercial grade six (6') foot high chain-link panelized fence equipped with vehicle gates.
 - 2. Gates shall have locks.
 - 3. Contractor shall furnish Shop Drawings for approval before installing construction security fence.
 - 4. Chain link fence panels shall be supported with minimum two (2') feet long metal stakes.
 - 5. Sandbags shall not be used for construction security fence unless approved by Owner.

PART 3 EXECUTION

3.01 ENTRY CONTROL

- A. Install and maintain a perimeter fence around the construction site.
- B. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- C. Provide security at any construction entrance that is not currently monitored by CCDC Control Room (i.e. Construction Elevator). The security personnel will be required to check all personnel entering and exiting for proper identification, as well as log individuals on and offsite.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage and theft.

3.02 CLARK COUNTY DETENTION CENTER, LAS VEGAS METRO POLICE DEPARTMENT (LVMPD) SECURITY PROGRAM REQUIREMENTS

- A. At all times, Design-Team and Contractor **MUST** comply with security requirements of the Clark County Detention Center. Additionally, Contractor **MUST** demonstrate accountability and compliance for **ALL** aspects of security.
- B. Contractor must submit a security plan for review and approval by the Clark County Detention Center Projects Section and Owner not less than ten (10) days after the Notice to Award or the Pre-Construction Conference, whichever is sooner.
 - 1. Work onsite will not commence until the security plan is reviewed and approved by the Clark County Detention Center Projects Section.
- C. Contractor shall enter the facility from the Secured Main entrance on South Casino Center. Unless otherwise determined, approved or escorted by the Clark County Detention Center Projects Team.
 - 1. An accurate account of personnel working on a daily basis, within the building **MUST** be kept. A copy of the list will be emailed to the Clark County Detention Center Projects Team by 9:00 a.m. on Monday morning for the previous week.
- D. Each individual who will work in the facility must go through multiple security background checks and attend a Construction Security Briefing Class (CSBC) given by the Clark County Detention Center Projects Team **PRIOR** to being allowed on the jobsite. This includes anyone expected to

work in the facility for any amount of time. Contractor must coordinate security background checks and attendance at **MANDATORY** CSBC with the Clark County Detention Center Projects Section.

1. All workers will be required to submit an initial work site application provided to Contractor by the Clark County Detention Center Projects Section.
 - a. Failure to properly complete and/or omit any information on the application **WILL** result in the applicant being permanently denied access to the work site.
 - b. Clark County Detention Center Projects Section **WILL** notify Contractor of each applicant's status prior to the CSBC. Typical background clearance can take 5 to 10 business days, once the application is received from the Contractor.
 - c. If a worker is denied and believes he/she has a valid reason to be granted access to the Project, he/she may contact Contractor who in turn will contact the Clark County Detention Center Projects Section for consideration. The Clark County Detention Center Projects Section **WILL NOT** accept calls, emails, or other forms of communication without going through Contractor.
 - 1) Decisions with regards to access of the facility rest with the Clark County Detention Center Projects Section, no other entity can grant access. However, any LVMPD Bureau/Section may deny access to any individual for any reason.
 - 2) LVMPD guidelines for granting access to Metro facilities are strict and tightly adhered to.
2. Attend the Clark County Detention Center CSBC.
 - a. Individuals already in possession and cleared to work within LVMPD buildings are NOT able to work within the confines of the Clark County Detention Center until they have completed the CSBC.
3. Submit a Final LVMPD Work Card application and a successful fingerprint check through the Las Vegas Metropolitan Police Department Fingerprint Bureau.
4. CSBC classes will be held bi-weekly for the first two (2) months once the Project has been awarded, and once per month thereafter.
 - a. All attempts will be made by the Clark County Detention Center Projects Section to establish a set day and time of the week that each class will be held.

E. At a minimum:

1. Marked vests stating company name and project name are required for everyone working on the Project. Individual ID Numbers will be provided by the Clark County Detention Center Projects Section and coordinated with Contractor. Vest with corresponding number will be provided by Contractor.
 - a. Contractor is required to carry an accurate tool log on their person at **ALL TIMES** while within the facility or on any part of CDC's property. Any and all incidents of lost tools, inaccurate tool logs, or no tool log will result in **liquidated damages of one thousand (\$1,000.00) dollars**, as this violation can lead to severe security risks and issues.
 - b. Contractor **MUST** provide an accurate and updated list of all personnel assigned vest/hang badge and company. This list **WILL** be provided to the Clark County Detention Center Projects at any time a change is made to the approved personnel list.
 - 1) Lost ID hang badges **MUST** be reported immediately.
 - 2) Contractor shall notify the Clark County Detention Center Projects Section if a Security Badge is misplaced, lost, or stolen. Liquidated damages of **one thousand (\$1,000.00) dollars** will be billed to Contractor for any lost or unreturned hang badge.
 - 3) Any security violation of a serious nature will result in the employee's hang badge being confiscated and that employee being permanently removed from the Project Site.
2. Each toolbox **MUST** be numbered and inventoried on a daily basis. Additional tools required by unions to be carried and used by their members must also be listed and accounted for. Tool Control List for each toolbox, including a separate supplemental list to be filled out by each employee must be filled out and submitted weekly at Construction Progress Meeting.
 - a. Contractor shall maintain control of all tools, providing a list of tools to Clark County Detention Center Projects Section and shall label all tools with the Contractor's name for identification purposes, with the exception of small hand tools. **ALL** tool inventory sheets **MUST** be checked and signed off by each trades' foreman on a weekly basis to

confirm accountability by employees. Any tools found outside the immediate control of the employee will be confiscated and the employee responsible for the said tools will be removed.

- 1) Each incident and employee will be evaluated by the CCDC Projects Section.
 3. All doors utilized by Contractor during their daily work hours **MUST** be secured anytime the employee leaves that area of work. All doors determined by the Clark County Detention Center Projects Section needing an escort **MUST BE** coordinated at a minimum of forty-eight (48) hours in advance.
 4. Contractor will be required to walk all areas of work and access points in the facility at the end of the workday and ensure all doors and tools are properly secured in job box.
- F. Contractor is to pay Owner **one thousand (\$1,000.00) dollars in liquidated damages** for each instance security programs and procedures required by the Clark County Detention Center are breached or failed.
- G. CCDC is accredited by the ACA, NCCHC, and CALEA. It is Contractor's responsibility to ensure that all standards are met. A violation of any standard or provision will result in a **one thousand (\$1,000.00) dollars fine**.
- H. Contractor is to pay Owner **five thousand (\$5,000.00) dollars in liquidated damages** for each failure to maintain Clark County Detention Center accreditations.
- I. Contractor **SHALL** notify Clark County Detention Center Projects Section fourteen (14) days prior to any construction that will have a negative effect on the daily operations of the facility. The notification will include a work plan and a timeline, if the Project will have any adverse effect on the operation.
1. All work plans are subject to approval by the Project's Team.
 2. Contractor will work any hours to accommodate operations.
 3. Any work plan involving system shutdowns and/or inmate relocation must be **AUTHORIZED** two (2) weeks in advance by the Project's Team.
 4. Any tool used by Contractor that creates a projectile, needs prior approval by the Clark County Detention Center Projects Team, before use.
- J. **CONTRACTOR** will provide their own parking and lay down area. This area will be secured by Contractor prior to work commencing on the Clark County Detention Center and will not be provided by Clark County Detention Center or Owner.
1. It will be the responsibility of Contractor to fence or rope off the designated lay down area, as well as, provide their own security.

3.03 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. Contractor shall coordinate vehicular access and egress within the security perimeter fences of Owner's Property/Building with the designated Owner/End User 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. Contractor's Superintendent 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. Owner may require Contractor to remove all tools, equipment, and uninstalled materials from the site upon completion of each workday.
- D. Contractor 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.

- E. Contractor 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 42 13

ABBREVIATIONS AND ACRONYMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Abbreviations and Acronyms

1.02 ABBREVIATIONS AND ACRONYMS

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

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

40.	
41.	IP Internet Protocol
42.	IPS Iron Pipe Size
43.	LAN Local Area Network
44.	LCD Liquid Crystal Display
45.	LED Light Emitting Diodes
46.	MC Main Cross-connect
47.	MDF Main Distribution Frame
48.	MM Multi Mode
49.	MNI Metasys Network Integrator
50.	MSDS Material Safety Data Sheet
51.	MSIP Multi-System Integration Platform
52.	MZ Multizone
53.	NAC Notification Appliance Circuit
54.	NCM Network Control Module
55.	NDEP Nevada Division of Environmental Protection
56.	NDL No Dollar Limit
57.	NEXT Near End Cross Talk
58.	NPDES National Pollutant Discharge Elimination System
59.	NRP Non-Removable Pins
60.	NTP Notice to Proceed
61.	OID Operator Interface Device or Operator Interface Display
62.	OPC OLE for Process Control
63.	P&ID's Process and Instrumentation Diagrams
64.	PCBs Polychlorinated biphenyls
65.	PICS Protocol Implementation Conformance Statement
66.	PID Proportional-Integral-Derivative
67.	PLC Programmable Logic Controller
68.	PMP Pressure Maintenance Pump
69.	PMW Pulse Width Modulation
70.	PSI Pounds per Square Inch
71.	PVC Poly Vinyl Chloride
72.	OWS Operator Workstation
73.	QAA Quality Assurance Associate
74.	RCDD Registered Communication Distribution Designer
75.	RFI Request for Information/Interpretation
76.	RT Ring-Tite
77.	SCR Signal-to-Crosstalk Ratio
78.	SLC Signal Line Circuits
79.	SM Single Mode
80.	SRW Segmental Retaining Wall units
81.	STI Smart Terminal Interface
82.	STP Shielded Twisted Pair
83.	SWPPP Stormwater Pollution Prevention Plan
84.	TC Telecommunication Closets
85.	TCLP Toxic Characteristic Leaching Procedures
86.	TCP Transmission Control Protocol
87.	TR Telephone Room/Telecommunication Room
88.	UTP Unshielded Twisted Pair
89.	VDC Volts of Continuous Current
90.	VFD Variable Frequency Drive
91.	VOC Volatile Organic Content
92.	WAN Wide Area Network

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 42 16

DEFINITIONS

PART 1 GENERAL

1.01 SUMMARY

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

1. Definitions

1.02 DEFINITIONS

- A. Terms used in the Specifications shall have the meanings indicated in the following list:
 - 1. **Aggregate Mix Testing:** Gradation testing shall be conducted by the approved testing firm. Two (2) samples shall be taken from stockpile of material for approval before placement of aggregate begins. The testing firm shall also determine the maximum density per ASTM D1557. During placement of aggregate, one (1) sample per day shall be taken for gradations.
 - 2. **Allowance:** An allowance is a specific value designated by the Owner for use to accommodate work that could not be identified adequately for bidding purposes in the original construction documents. Any portion of an allowance that remains when the Work is completed belongs to the Owner
 - 3. **Approved Equal, or Equal:** shall mean as approved and accepted by Architect/Engineer and/or Owner.
 - 4. **As Directed:** As directed, in writing, by Owner.
 - 5. **As Selected or As Approved or Words of Similar Import:** Means as selected by, as approved by, or as accepted by Architect/Engineer and/or Owner
 - 6. **Backbone:** Cabling and/or pathways used to interconnect equipment rooms.
 - 7. **Building Official:** The building Official is the Clark County Department & Fire Prevention Building Official. Any changes to the Work that could be construed to have a potential code impact shall be reviewed and approved by the Clark County Department of Building & Fire Prevention Building Official.
 - 8. **Calendar Day:** Any day of the week, month or year, and does not exclude weekend days (Saturday and/or Sunday) or holidays. All references to a 'day' or to 'days' in the Contract Documents shall be understood to mean calendar days unless specifically indicated otherwise.
 - 9. **Category 3:** Cabling and components which comply with all the applicable mechanical and electrical specifications for Category 3 cabling and connecting hardware as defined in ANSI/TIA/EIA568A *Commercial Building Telecommunications Cabling Standard* and TIA/EIA TSB67 *Field Testing of Unshielded Twisted Pair Cabling Systems*, as applicable.
 - 10. **Category 6:** Cabling and components which comply with all the applicable mechanical and electrical specifications for Category 6 cabling and connecting hardware as defined in ANSI/TIA/EIA 568A *Commercial Building Telecommunications Cabling Standard* and TIA/EIA TSB67 *Field Testing of Unshielded Twisted Pair Cabling Systems*, as applicable.
 - 11. **Change Order:** A written instrument prepared by Owner and signed by Owner, Contractor and Architect/Engineer, stating their agreement upon a change in the Work which results in a change in the Contract Time and/or Contract Amount.

12. **Channel:** End-to-end cabling from the desk top equipment to the equipment port in the equipment room, including all cabling, cross connects, patched, connectors, termination hardware, and patch cables.
13. **Clark County Detention Center (CCDC):** Project site and herein abbreviated as 'CCDC'
14. **Clear:** Shall mean to hold to a dimension certain.
15. **Committee:** "Committee" shall mean the Design Review Committee made up of End User and Real Property Management Project Representative.
16. **Concealed:** Embedded in masonry or other construction, installed behind walls, furrings, or within double partitions or installed within hung ceilings or under raised floors.
17. **Conduit or Cable Tray or Ladder Rack or Ladder Rack:** The inclusion of all fittings, couplings, brushing, hangers, supports, sleeves, grounding hardware, etc.
18. **Connect:** To make the complete necessary utility connection (water, sewer, gas, electricity, etc.) from the building utility to the piece of equipment to allow that piece of equipment to function as intended (e.g. a gas connection for an oven or cooktop).
19. **Construction Change Directive:** A written order prepared by Architect/Engineer and signed by Owner and Architect, directing a change in the Work. Construction Change Directive allows the Work to proceed when Owner and Contractor do not agree upon a change to the Contract Sum or Contract Time required by a Change Order. Construction Change Directive requires agreement by Owner and Architect/Engineer and may or may not be agreed to by Contractor.
20. **Construction Manager At Risk (CMAR):** The Construction Manager At Risk and also hereby referred as Contractor, is the person or organization identified as such in the Owner-CMAR Construction Agreement. The term CMAR means the CMAR or his authorized representatives.
21. **CMAR's Contingency:** The CMAR's contingency is an approved amount that may be utilized by the CMAR, at their discretion, to cover the cost of the Work described in the Contract Documents and or to cover the cost of the CMAR's General Conditions.
22. **Days:** Means calendar days as defined above.
23. **Design Criteria:** "Design Criteria" shall mean "Design Guidelines for Clark County Owned Facilities" as established and as amended from time to time.
24. **Drip and Emitter Irrigation:** Defined as being the same process and procedure. The terms may be used interchangeably.
25. **Enhanced Performance:** Cabling, termination hardware, basic links, and channels for which electrical characteristics are specified or otherwise defined to exceed the requirements for such characteristics defined in ANSI/TIA/EIA 568A *Commercial Building Telecommunications Cabling Standard* and TIA/EIA TSB67 *Field Testing of Unshielded Twisted Pair Cabling Systems*, as applicable.
26. **Equipment Rooms:** Service Entrance Rooms, Telecommunications Closets, Data Closets, Telephone Closets, Server Rooms, IDF Closets, Computer Rooms, etc.
27. **Exposed:** Not installed underground or CONCEALED as defined above, visible in the finished work.
28. **Extended Frequency:** Cabling, termination hardware, basic links, and channels for which electrical characteristics are specified or otherwise defined for frequency ranges beyond those defined in ANSI/TIA/EIA 568A *Commercial Building Telecommunications Cabling Standard* and TIA/EIA TSB67 *Field Testing of Unshielded Twisted Pair Cabling Systems*, as applicable.
29. **Final Completion:** The stage in the progress of the Work of the Project, when all Work items and/or facility elements included in the Project is/are totally, complete, such that OWNER can occupy or utilize the Work for its intended use, including all "Punch List" and corrective work required of Construction Contractor and receipt and acceptance of all required documents. The date of approval of Final Completion will establish the official Final Approval Date of the Project; and initiate the authorization for **Final Payment** to Contractor.
30. **Front Yard:** "Front Yard" shall mean the area between the building setback and property line which parallels any street.

31. **Floor Area:** "Floor Area" shall be gross floor area inclusive of all occupiable levels.
32. **GMP:** The Guaranteed Maximum Price is the maximum cost for the Work as delineated in the Owner-CMAR Construction Agreement and is also referred to as the Contract Sum in various Contract Documents including the Contractor General Conditions of the Contract.
33. **High Fiber Count Cable:** Cabling which contains four (4) individual optical fibers under a common outer jacket.
34. **High Pair Count Cable:** Cabling which contains five (5) or more individual pairs of conductors under a common outer jacket.
35. **In-Place Dry Density:** Wherever the term "in-place dry density" is used, it shall mean the dry density as determined by (a) the ASTM D1556 methods for determining the density of soil by the sand cone method, or by (b) the ASTM D2922 method for determining the density of soil-in-place by the nuclear method and D3017 method for determining moisture content of soil-in-place by nuclear methods.
36. **Install:** To move from property line, set in place, join, unite, fasten, link, attach, set up, or otherwise connect together before testing and turning over to Owner or provider of equipment supplied under another division. Installations shall be complete and ready for regular operation.
37. **Latent Defect:** A latent defect is one which has been concealed in the works and may not become apparent for many years.
38. **Link or Basic Link:** End-to-end cabling from the Work area outlet to the initial termination hardware in the equipment
39. **Owner:** "Owner" shall mean the County.
40. **Owner's Authorized (or Designated) Representative:** A member of OWNER'S staff or Contract Employee of OWNER who has been given specified limited authority to represent OWNER during the course of the Project.
41. **Mixing Dampers:** Includes Outside Air, Return Air, and Exhaust Air Dampers within an AH.
42. **Modification:** A Supplemental Instruction; a Change Order; a Construction Change Directive; or a written amendment to the Contract signed by Owner, Architect/Engineer, and Contractor.
43. **Net Parcel Area:** "Net Parcel Area" shall mean the area of a Parcel as measured to the property line or right-of-way limits of any public or private street, railroad, or highway.
44. **Notice of Final Completion:** Notice provided to Contractor by Owner upon Final Completion of the Work.
45. **Optimum Moisture:** Wherever the term "optimum moisture" is used, it refers to that moisture content determined to be the optimum for compaction by the ASTM D1557 compaction test method.
46. **Owner's Contingency:** The owner's contingency belongs solely to the Owner for the purpose of being allocated towards stipulated additional work (as itemized in an executed Change Order). Any portion of the Owner's Contingency that remains when the work is complete belongs to the Owner.
47. **Pathways:** Conduits, cable trays, ladder racks, cable ladders, in-ceiling, under floor, riser or backbone cable routes, etc.
48. **Product:** Material, machinery, components, equipment, fixtures, and systems forming the Work result. Not materials or equipment used for preparation, fabrication, conveying, or erection and not incorporated into the Work result. Products may be new, never before used, or re-used materials or equipment.
49. **Product Data:** Illustrations, standard schedules, performance charts, instruction brochures, diagrams, and other information furnished by Contractor to illustrate materials or equipment for some portion of the Work.
50. **The Project:** The project is the total construction of which the Work performed under the Contract Documents may be the whole or a part. The Project is identified by name, location, and project number in the Owner-CMAR Construction Agreement.
51. **Project Manual:** The book-sized volume that includes the procurement requirements (if any), the contracting requirements, and the Specifications.

52. **Provide or Furnish:** To supply, purchase, transport, place, erect, connect, test and turn over to Owner, complete and ready for regular operation, the particular work referred to.
53. **Punch List:** Report prepared by Contractor, inclusive of all disciplines, to be supplemented by Owner and A/E, compiling all deficiencies and repairs of the Project to be made and/or corrected by Contractor prior to the Final Completion, acceptance of the construction of the Project and Final Payment.
54. **Rear Yard:** "Rear Yard" shall mean the area between the building setback and property line which is opposite of the Front Yard. When two Front Yards occur on a corner Parcel, the Rear Yard shall be opposite of the longest Front Yard.
55. **Relative Compaction:** Wherever the term "relative compaction" is used, it refers to the required in-place dry density of soil expressed as a percentage of the maximum dry density of the same soil type as determined by the ASTM D1557 compaction test method.
56. **Relative Density:** Wherever the term "relative density" is used, it refers to the required in-place density of a granular soil expressed as the ratio of (1.) difference between the void ratio of cohesion less soil in the loosest state and any given void ratio of (2.) the difference between its void ratios in the loosest and densest states.
57. **Request for Information (RFI):** Formal process used during construction phase to facilitate communication between Contractor and Architect/Engineer or Owner's Representative with regard to requests for additional information and clarification of intent of the Contract Documents (Drawings and Specifications).
58. **Samples:** Physical examples which illustrate materials, equipment, or workmanship and establish standards by which the Work will be judged.
59. **Service Areas:** "Service Areas" shall mean areas and yards used for loading facilities, vehicle and trailer storage, storage of materials, products, or waste products and trash on developed Parcels. (Also known as outdoor storage.)
60. **Shall:** Means mandatory.
61. **Shop Drawings:** Drawings, diagrams, schedules, and other data specially prepared for the Work by Contractor, Subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work
62. **Side Yard:** "Side Yard" shall mean the area between the building setback and property line which is generally perpendicular to the Front Yard. When two Front Yards occur on a corner Parcel, the Side Yard shall be generally perpendicular to the longest Front Yard.
63. **Subcontractor:** A subcontractor is a person or organization who has a direct contract with the CMAR to perform any of the Work. The term Subcontractor means a Subcontractor or his authorized representatives.
64. **Sub-Subcontractor:** A Sub-Subcontractor is a person or organization who has a direct or indirect contract with a Subcontractor to perform any of the Work. The term Sub-subcontractor means a Sub-subcontractor or his authorized representative.
65. **Substantial Completion:** The stage in the progress of the Work of the Project, when all Work items and/or facility elements included in the Project, or designated portion thereof, is/are sufficiently complete in accordance with the Contract Documents and such that OWNER can occupy or utilize the Work for its intended use, and that any remaining activity of Construction Contractor shall not interfere with such use. The date of approval of Substantial Completion will establish the official Substantial Completion Date, and initiate the preparation of the Project Punch List, for final and corrective work to be accomplished by Contractor.
66. **Supplemental Instruction:** An order for a minor change in the Work issued by Architect/Engineer involving no changes in the Contract Amount or Contract Time.
67. **Supply:** To purchase, procure, acquire, and deliver complete with related accessories.
68. **System Workstation/Printer:** The computer and printer utilized to access the system. This will be on-site if an on-site computer/printer is specified; otherwise it describes the head-end equipment located at the EMS department.

- 69. **Telecommunications Cabling System:** Includes all cables, connectors, termination hardware, supports, cable trays, ladder racks, equipment cabinets, and cable termination frames described herein and in the associated Specifications Sections.
- 70. **Termination Hardware:** Jacks, plugs, connectors, couplers, patch panels, and punch down blocks for copper or optical fiber cabling.
- 71. **Wiring or Cabling:** The inclusion of all conductors, connectors, connections, terminations and termination hardware, and all other items necessary and/or required in connection with such work.
- 72. **Work Area:** The area defined in the Contract Documents by the limits of construction.
- 73. **Working Days:** Means workdays and does not include legal holidays as defined by the Contract.
- 74. **Written Notice:** Written notice shall be deemed to have been duly served when delivered in person to the individual or member of the firm or to an officer of the organization for whom it was intended, or when sent by mail to the last known business address, or when sent by e-mail or facsimile. Minutes of construction progress meetings and/or Requests for Information do not constitute written notice

PART 2 PRODUCTS

Not Used

PART 3 EXECUTION

Not Used

END OF SECTION

SECTION 01 42 19

REFERENCE STANDARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 REQUIREMENTS IN GENERAL

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

1.03 QUALITY ASSURANCE

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

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

1.04 SCHEDULE OF REFERENCES

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

AA	Aluminum Association 1400 Crystal Drive Suite 430 Arlington, VA 22202 www.aluminum.org
AABC	Associated Air Balance Council 2401 Pennsylvania Avenue NW, Suite 330 Washington, DC 20037 www.aabc.com
AAMA	American Architectural Manufacturers Associations 1900 E Golf Rd, Suite 1250 Schaumburg, IL 60173 www.aamanet.org
AASHTO	American Association of State Highway and Transportation Officials 555 12 th Street NW, Suite 1000 Washington, DC 20004 www.transportation.org
ACI	American Concrete Institute 38800 Country Club Drive Farmington Hills, MI 48331 www.concrete.org
ACGIH	American Conference of Governmental Industries Hygienists 1330 Kemper Meadow Drive 6500 Cincinnati, OH 45240 www.acgih.org
ADA	Americans with Disabilities Act of 1990 950 Pennsylvania Ave., N.W. Civil Rights Division Disability Right Section – HYA Washington, DC 20530 www.ada.gov
ADC	Air Duct Council (formerly known as Air Diffusion Council) 1901 N. Roselle Road, Suite 800 Schaumburg, IL 60195 www.flexibleduct.org

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

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

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

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

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

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

MIL	<p>Defense Technical Information Center (formerly, Military Specification Naval Publications and Forms Center) 8725 John J. Kingman Road Fort Belvoir, VA 22060 https://discover.dtic.mil/</p>
NAAMM	<p>National Association of Architectural Metal Manufacturers 800 Roosevelt Rd. Bldg. C, Suite 312 Glen Ellyn, IL 60137 www.naamm.org</p>
NADCA	<p>National Air Duct Cleaners Association 1120 Route 73, Suite 200 Mt Laurel, NJ 08054 www.nadca.com</p>
NAAQS USEPA	<p>National Ambient Air Quality Standards 109 TW Alexander Drive Research Triangle Park, NC 27709 www.epa.gov/criteria-air-pollutants/naaqs-table.html</p>
NCMA	<p>National Concrete Masonry Association 13750 Sunrise Valley Drive Herndon, VA 20171 www.ncma.org</p>
NEMA	<p>National Electrical Manufacturer's Association 1300 North 17th Street, Suite 900 Arlington, VA 22209 www.nema.org</p>
NEC	<p>National Electric Code National Fire Protection Association 1 Batterymarch Park Quincy, MA 02269 www.nfpa.org/70</p>
NECA	<p>National Electrical Contractors Association 3 Bethesda Metro Center, Suite 1100 Bethesda, MD 20814 www.necanet.org</p>
NFPA	<p>National Fire Protection Association 1 Batterymarch Park Quincy, MA 02269 www.nfpa.org</p>
NOAA	<p>National Oceanic and Atmospheric Administration 1401 Constitution Avenue, NW Room 5128 Washington, DC 20230 www.noaa.gov</p>

NRCA	National Roofing Contractors Association 10255 W. Higgins Rd., Suite 600, Rosemont, IL 60018-5607 www.nrca.net
NTMA	The National Terrazzo and Mosaic Association, Inc. 209 N. Crockett Street, Ste #2 PO Box 2605 Fredericksburg, TX 78624 www.ntma.com
NWRA	National Waste & Recycling Association (formerly known as National Solid Wastes Management Association) 1550 Crystal Drive, Suite 804 Arlington, VA 22202 www.wasterecycling.org
PCA	Portland Cement Association 5420 Old Orchard Road Skokie, IL 60077 www.cement.org
PCI	Precast/Pre-stressed Concrete Institute 200 West Adams St, Suite 2100 Chicago, IL 60606 www.pci.org
PIMA	Polyisocyanurate Insulation Manufacturers Association 3330 Washington Blvd, Suite 200 Arlington, VA 22201 www.polyiso.org
PS	Product Standard US Department of Commerce 1401 Constitution Ave., N.W. Washington, DC 20203 www.commerce.gov
PTI	Post-Tensioning Institute 38800 Country Club Drive Farmington Hills, MI 48331 www.post-tensioning.org
RCSHSB	Red Cedar Shingle and Handsplit Shake Bureau PO Box 1178 Sumas, WA 98295 www.cedarbureau.org
RIS	Redwood Inspection Service Western Wood Products Association 1500 SW First Ave, STE 870 Portland, OR 97201 https://www.wppa.org/about-wppa/redwood-inspection-service

RMI	Rack Manufacturers Institute 8720 Red Oak Boulevard, Suite 201 Charlotte, NC 28217 www.mhi.org/rmi
SFIA	Steel Framing Industry Association 513 W. Broad Street, Suite 210 Falls Church, VA 22046 https://sfia.memberclicks.net/
SDI	Steel Deck Institute P. O. Box 426 Glenshaw, PS 15116 www.sdi.org
SDI	Steel Door Institute 30200 Detroit Avenue Westlake, OH 44145 www.steeldoor.org
SJI	Steel Joist Institute 140 West Evans Street, Suite 203 Florence, SC 29501 www.steeljoist.org
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association 4201 Lafayette Center Drive Chantilly, VA 20151 www.smacna.org
SPRI	Single-Ply Roofing Institute 465 Waverly Oaks Road, Suite 421 Waltham, MA 02452 www.spri.org
SSPC	Society for Protective Coatings (formerly Steel Structures Painting Council) 800 Trumbull Dr. Pittsburgh, PA 15205 www.sspc.org
TCNA or TCA	Tile Council of North America, Inc. 100 Clemson Research Blvd. Anderson, SC 29625 www.tcnatile.com
TIA/EIA	Electronic Industries Alliance/Telecommunications Industries Association 2500 Wilson Boulevard Arlington, VA 22201 www.eia.org

TDMM	Telecommunications Distribution Methods Manual BICSI 8610 Hidden River Parkway Tampa, FL 33637 https://www.bicsi.org/education-certification/education-@-bicsi-learning-academy/technical-publications/new-telecommunications-distribution-methods-manual
TMS	The Masonry Society 105 South Sunset Street, Suite Q Longmont, CO 80501 www.masonrysociety.org
TPI	Truss Plate Institute 2670 Crain Highway, Ste 203 Waldorf, MD 20601 www.tpinst.org
UBC	Uniform Building Code International Code Council 500 New Jersey Ave., N.W. 6 th Floor Washington, DC 20001 www.iccsafe.org
UFC	Uniform Fire Code National Fire Protection Association 1 Batterymarch Park Quincy, MA 02269 www.nfpa.org
UL	Underwriters' Laboratories, Inc. 333 Pfingsten Road Northbrook, IL 60062 www.ul.com
USC	United States Code c/o Superintendent of Documents U.S. Government Printing Office Washington, DC 20402 https://uscode.house.gov/
WCLIB	West Coast Lumber Inspection Bureau 6980 S. W. Varns Road, Tigard, OR 97223 PO Box 23145 Portland, OR 97281 www.wclib.org
WDMA	Window and Door Manufacturer Association 2025 M Street NW, Suite 800 Washington, DC 20036 www.wdma.com

WHI	Warnock Hersey Incorporated Deerwood glen 1, Suite 220 4400 Highway 225 Deer Park, TX 77536 https://www.intertek.com/marks/wh/
WI	Woodwork Institute 1455 Response Road, Suite 110 Sacramento, CA 95815 https://woodworkinstitute.com/
WRI	Wire Reinforcement Institute, Inc. 942 Main Street, Suite 300 Hartford, CT 06103 www.wirereinforcementinstitute.org
WWPA	Western Wood Products Association 1500 SW First Avenue, STE 870 Portland, OR 97201 www.wwpa.org

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

Applicable Electric Utility - Electric Service Requirements

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

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

Building Distribution Standards/Guidelines

Carcinogen List of the National Toxicology Program

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

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

Clark County Department of Air Quality Management Air Pollution Control Regulations

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

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

Hortus Third, 1976; Cornell University- plant nomenclature.

Industrial Workplace Standard (OSHA 29 CFR 1926)

International Agency for Research on Cancer list of Chemical Carcinogens

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

Southern Nevada Water Authority (snwa.com) for drought tolerant landscape design reference.

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

Reproductive Toxin List of the Catalog of Teratogenic Agents

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

Uniform Traffic Devices Manual, 1988

1.05 STATUTORY REQUIREMENTS FOR CONSTRUCTION CONTRACTS AND SUBCONTRACTS

A. Each Contractor or Subcontractor shall comply with laws and all applicable standards, orders, or regulations issued pursuant thereto; including but not limited to, the following:

1. The Copeland "Anti-Kickback" Act, as amended (18 USC 874) as supplemented in Department of Labor regulations (41 CFR Chapter 60).
2. Nondiscrimination, Title VI of the Civil Rights Act of 1964 (PL 88-352), as amended, (42 USC 2000d) and the requirements imposed by the regulations of the Department of Commerce (15 CFR Part 8) issued pursuant to that title.
3. The Flood Disaster Protection Act of 1973 (PL 93-234), as amended.
4. Architectural Barriers Act (PL 90-480), 42 USC 4151, as amended.
5. Rehabilitation Act of 1973, 29 USC 794, Executive Order 11914.
6. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (PL 91-646, as amended) 15 CRF Part 916.
7. The National Environmental Policy Act of 1979 (PL 90-1890); the National Historic Preservation Act of 1966 (80 Stat 915, 16 USC 470); and Executive Order No. 11593 of May 31, 1971.
8. Equal Employment Opportunity, Executive Order 11246, as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Chapter 60).
9. Certification of Non-segregated Facilities as Required by the May 9, 1967, Order (32 FR 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor.
10. The Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251 et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.
11. The Power Plant and Industrial Fuel Use Act of 1978 (92 Stat. 3318. PL 95-620) relating to the conservation of petroleum and natural gas.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 45 00

QUALITY CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 REFERENCES

- A. For products or workmanship specified by association, trades, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.

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

1.03 DESIGN DATA AND CALCULATIONS

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

1.04 TEST REPORTS AND CERTIFICATIONS

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

1.05 MANUFACTURER'S INSTALLATION INSTRUCTIONS

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

1.06 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce work of specified quality.
- B. Comply with manufacturers' instructions including each step in sequence.
- C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.

- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform work by persons qualified to produce workmanship of specified quality.
- F. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.07 MOCKUPS

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

PART 2 PRODUCTS

2.01 LABELING

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

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.

- C. Examine and verify specific conditions described in individual Specifications Sections.
- D. Verify utility services are available, or correct characteristics, and in correct locations.

3.02 PREPARATION

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

3.03 CONTROL OF INSTALLATION

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

3.04 UNCOVERING OF WORK

- A. If a portion of the Work is covered contrary to Architect's/Engineer's or Owner's request or to requirements specifically expressed in the Contract Documents, this Work shall, if required in writing by Architect/Engineer, be uncovered for Architect's/Engineer's observation and be replaced at Contractor's expense without change in the Contract Time or additional cost to Owner.
- B. If a portion of the Work has been covered which Architect/Engineer has not specifically requested to observe prior to it being covered, Architect/Engineer may request to see such work and it shall be uncovered by Contractor.
 - 1. If such work is in accordance with Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to Owner.
 - 2. If such work is not in accordance with Contract Documents, Contractor shall pay such costs unless the condition was caused by Owner or a separate contractor in which event Owner will be responsible for payment of such costs.

3.05 CORRECTION OF WORK

- A. Promptly correct Work rejected by Architect/Engineer or Owner or failing to conform to Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed, or completed. Contractor shall bear cost of correcting such rejected Work,

including additional testing and inspections and compensation for Architect's/Engineer's services and expenses made necessary thereby.

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

3.06 NONCONFORMING WORK

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

- C. Architect/Engineer will provide Contractor with the nature of nonconformance of work through form provided at end of this section (Non-Conforming Work Notice). Contractor shall provide proposed correction on this same form.

3.07 OWNER'S RIGHT TO STOP THE WORK

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

3.08 OWNER'S RIGHT TO CARRY OUT THE WORK

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

3.09 TOLERANCES

- A. Monitor tolerance control of installed products to produce acceptable Work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. Should manufacturers' tolerances conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

3.10 INSPECTION AND TESTING LABORATORY SERVICES

- A. Owner will, as needed or required, appoint, employ, and pay for specified services of an independent firm to perform inspecting and testing as specified herein and in accordance with the requirements specified in Section 01 45 29 – Testing Laboratory Services.
- B. The independent firm will perform inspections, tests, and other services specified in individual Specification Sections and as required by Architect/Engineer or AHJ.
- C. Inspecting, testing, and source quality control may occur on or off the Project Site. Perform off-site inspecting or testing as required by Architect/Engineer or AHJ.
- D. Reports will be submitted by the independent firm to Architect/Engineer, Owner, and Contractor indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.

- E. Contractor shall cooperate with independent firm. Furnish Samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Architect/Engineer, Owner and independent firm forty-eight (48) hours prior to expected time of operations requiring services.
 - 2. Make arrangements with independent firms and pay for additional samples and tests required for Contractor's use.
- F. Testing or inspecting does not relieve Contractor of responsibility to perform Work to Contract requirements.
- G. Retesting required because of non-conformance to specified requirements shall be paid by Contractor.

3.11 MANUFACTURER'S FIELD SERVICES AND REPORTS

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

3.12 SAFETY PRECAUTIONS AND PROGRAMS

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
- B. Take reasonable precautions for safety of, and provide reasonable protection to prevent damage, injury, or loss to:
 - 1. Employees on the Work and other persons who may be affected thereby.
 - 2. The Work and materials and equipment to be incorporated therein, whether in storage on- or off-site, under care, custody, or control of Contractor or Contractor's Subcontractors or Sub-subcontractors.
 - 3. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- C. Give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.
- D. Erect and maintain, as required by existing conditions and performance of Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.
- E. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- F. Promptly remedy damage and loss (other than damage or loss insured under property insurance required by Contract Documents) to property caused in whole or in part by Contractor, a

Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which Contractor is responsible, except damage or loss attributable to acts or omissions of Owner, Architect/Engineer, or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of Contractor.

- G. Designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's Superintendent unless otherwise designated by Contractor in writing to Architect/Engineer and Owner.
- H. Do not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- I. Emergencies: In an emergency affecting safety of persons or property, Contractor shall act, at Contractor's discretion, to prevent threatened damage, injury, or loss.

3.13 SPECIAL INSPECTOR OR THIRD-PARTY SPECIAL INSPECTOR

- A. County/City requires special inspections of portions of the Work as specified in the current Building Code, including but not limited to:
 - 1. Foundation work
 - 2. Structural concrete and steel work
 - 3. Masonry work
 - 4. Fireproofing application
 - 5. Soils and grading
- B. Special inspection by County/City will consist of a Special Inspector assigned by County/City. This inspector shall be on-site when any work under the special inspection provisions of the County/City is undertaken.
- C. This inspector shall be employed by Owner from an approved County/City Building Department List. Contractor shall establish the construction sequence, schedule, and duration of the Work requiring special inspections by the County/City and coordinate his/her requirements with the Special Inspector. Abide by all requirements of the County/City for these special inspections.
- D. Provide temporary facilities for the County/City Inspector as specified in Section 01 51 00 – Temporary Utilities, during those times when the inspector is on-site on a full-time or permanent basis.
- E. Owner will include in agreement with the County/City, a requirement that copies of all inspection reports provided by the Special Inspector be provided to Architect/Engineer, Contractor, and Owner.
- F. At Project Completion and prior to Final Payment to Contractor, the Third-Party Inspector or materials testing laboratory shall provide a QAA (Quality Assurance Associate) report that has been reviewed and approved by the County/City's Building Department. This approved report shall be given to Owner and Architect/Engineer.

END OF SECTION



NONCONFORMING WORK NOTICE

Project: _____	Report Number: _____
_____	From: _____
To: _____	Date Observed: _____ Date Reported: _____
_____	Architect's/Engineer's Project Number: _____
Re: _____	Contract for: _____
Specification Section: _____ Paragraph: _____ Drawing Reference: __ Detail: _____	

Nature of Nonconformance:

Signed by: _____	Date: _____	Date Response Needed: _____
------------------	-------------	-----------------------------

Proposed Correction (Response):

Amount of Time for Correction:

☐ Attachments

Response From: _____	To: _____	Date Received: _____	Date Ret'd: _____
Signed by: _____		Date: _____	
Copies: <input type="checkbox"/> Owner <input type="checkbox"/> Architect/Engineer <input type="checkbox"/> Consultants <input type="checkbox"/> _____ <input type="checkbox"/> _____; <input type="checkbox"/> File			

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CSI Form 9.8A

SECTION 01 51 00

TEMPORARY UTILITIES

PART 1 GENERAL

1.01 SUMMARY

- A. Arrange for, develop, and maintain all utilities in Work areas to meet the requirements of the Contract Documents, at no additional cost to Owner unless otherwise specified in the Contract Documents.
- B. SECTION INCLUDES
 - 1. Submittal
 - 2. Temporary Electricity
 - 3. Temporary Lighting for Construction Purposes
 - 4. Temporary Heat/Air Conditioning
 - 5. Temporary Ventilation
 - 6. Temporary Telephone/Computer Service/TV Monitor
 - 7. Temporary Water Service
 - 8. Temporary Sanitary Facilities
 - 9. Removal of Utilities, Facilities, and Controls
 - 10. Protection of Property (Fire Prevention)
- C. Do not disrupt Owner's need for continuous utility services. Contractor shall coordinate all outages and utility interruptions with Owner Representative per Section 01 11 00 – Summary of Work Article 1.07 Paragraph E.

1.02 SUBMITTAL

- A. Contractor shall submit detailed temporary utilities plans reflecting the requirements of this section for Owner and Architect/Engineer review.

1.03 TEMPORARY ELECTRICITY

- A. Cost: By Contractor. Provide and pay for power service required from utility service.
- B. Contractor shall not use electrical service without Owner's authorization.
- C. Complement existing power service capacity and characteristics as required.
- D. Provide power outlets for construction operations, with branch wiring and distribution boxes located as required. Provide flexible power cords as required.
- E. Provide meter, main service disconnects, and overcurrent protection at convenient location.
- F. Permanent convenience receptacles may not be used during construction.
- G. Provide adequate distribution equipment, wiring, and outlets to provide single phase branch circuits for power and lighting.
 - 1. Provide minimum twenty (20) ampere duplex outlets, single phase circuits for power tools.
 - 2. Provide minimum twenty (20) ampere, single phase branch circuits for lighting.
- H. Contractor shall generate power, **only** when utility service is not available and use of Owner's electrical is not authorized.

- I. Contractor shall provide temporary power for construction from nearest Utility Transformer. Contractor shall **not** use generators for temporary power.

1.04 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES

- A. Provide and maintain lighting for construction operations to achieve a minimum lighting level of twenty-five (25) foot-candles.
- B. Provide and maintain lighting level of one (1.0) foot-candles for exterior staging and storage areas after dark for security.
- C. Provide and maintain lighting of one (1.0) foot-candles for interior work areas after dark for security purposes.
- D. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps as required.
- E. Maintain lighting and provide routine repairs.

1.05 TEMPORARY HEAT/AIR CONDITIONING

- A. Provide and pay for heat and air conditioning as needed to maintain specified conditions for construction operations.
- B. Contractor shall not use new or existing permanent HVAC equipment for temporary cooling and heating purposes.
- C. Maintain ambient temperatures of sixty (60) degrees F and a maximum eighty (80) degrees F in areas where construction is in progress, unless indicated otherwise in Specifications.

1.06 TEMPORARY VENTILATION

- A. Ventilate enclosed areas to assist cure of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.
- B. Use existing ventilation equipment with the permission of Owner's Representative. Extend and supplement equipment with temporary fan units as required to maintain clean air for construction operations.

1.07 TEMPORARY TELEPHONE/COMPUTER SERVICE/TV MONITOR

- A. Provide, maintain, and pay for telephone service to Contractor's field office at time of Project mobilization. Telephone shall be conference call capable with speakerphone capabilities.
- B. Printer/Scanner: Provide a printer/scanner in the field office with adequate capabilities as may be required to print documents required during construction from laptops.
- C. Computer and Internet Access: Provide computer with secure internet access in field office.
 - 1. Provide DSL or Cable modem access with five (5) Mbps minimum.
 - 2. Computer shall be made available to Contractors, Architect/Engineer, Owner, and Site Visitors for use throughout construction.
 - 3. Provide static IP address for Architect/Engineer use for the duration of the Project at the field office. Secure Wi-Fi can be provided in lieu of the static IP address.
 - 4. Contractor shall consider providing temporary Wi-Fi throughout the Project Site to accommodate mobile technologies.

5. Field office shall have one (1) seventy-five (75") inch or larger TV monitor with HDMI and USB capability for connecting laptops to review and present construction drawings and documents.

1.08 TEMPORARY WATER SERVICE

- A. Provide, maintain, and pay for suitable quality water service required for construction operations.
- B. Extend branch piping with outlets located so water is available by hoses with threaded connections. Provide temporary pipe insulation to prevent freezing.

1.09 TEMPORARY SANITARY FACILITIES

- A. Provide and maintain required facilities and enclosures.
- B. Existing facility use is not permitted.

1.10 REMOVAL OF UTILITIES, FACILITIES, AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials prior to the inspection for Final Completion.
- B. Remove underground installations to a minimum depth of five (5') feet. Grade site as indicated.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

1.11 PROTECTION OF PROPERTY (FIRE PREVENTION)

- A. Comply with all federal, state, and local laws and regulations pertaining to burning, fire prevention, and control within or adjacent to the Project. Take necessary precautions to avoid and eliminate fire hazards.
- B. Tarpaulins used for any purpose during construction shall be made of material resistant to fire, water, and weather and shall bear UL labels. Lighting of fires on premises is strictly forbidden.
- C. Provide portable fire extinguishers compatible with the hazard of each work area and instruct personnel in their location and use.
- D. Wherever welding and burning are conducted, protect flammable materials and provide a fire watch during burning and welding operation to ensure that protective measures are taken and no fires result from such operation. Fire watch shall have fire extinguisher equipment readily available and the know-how for proper use.
- E. Contractor shall work with Owner's requirements for obtaining and closing hot work permits. Refer to Section 01 31 13 – Project Coordination, Part 3, Article 1.10 Hot Work Permit/OSHA part 1910.252.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01 55 00
VEHICULAR ACCESS AND PARKING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Access Roads
- B. Parking Areas

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 ACCESS ROADS

- A. Construct and maintain temporary roads accessing public thoroughfares to serve Project Site.
 - 1. Extend and relocate these roads as the Work progress requires.
 - 2. Provide detours as necessary for unimpeded traffic flow.
- B. Provide and maintain access to fire hydrants free of obstructions.
- C. Provide the means of removing and remove mud from vehicle wheels before vehicles enter streets.
- D. Contractor to provide street cleaning to remove vehicular track-out.
- E. Comply with regulations relating to use of streets and sidewalks, access to emergency facilities, and access for emergency vehicles.
- F. Coordinate access and haul routes with governing authorities and Owner.

3.02 PARKING AREAS NO PARKING AVAILABLE ONSITE

- A. **Owner has no onsite or offsite parking available for Contractor's use. It shall be Contractor's responsibility to coordinate, obtain, and pay for available offsite parking for the duration of the Project. Owner will reimburse the cost of Contractor's offsite parking dollar for dollar with no mark up. Payments will be made for the amounts verified through submitted receipts from a licensed parking vendor in the City of Las Vegas.**
- B. Maintain vehicular access to and through parking areas and access by emergency vehicles.
- C. **Parking fees, violation fees, unauthorized parking towing, or vehicle recover fees are the responsibility of Contractor and will be reimbursed by Owner as outlined above.**

END OF SECTION

SECTION 01 57 00

TEMPORARY CONTROLS

PART 1 GENERAL

1.01 SUMMARY

- A. Provide and maintain methods, equipment, and temporary construction, as necessary to provide control over environmental conditions at Construction Site and related areas under Contractor's control.
- B. Remove physical evidence of temporary facilities upon completion of Work.
- C. SECTION INCLUDES:
 - 1. References
 - 2. Water Control/Dewatering
 - 3. Dust Control
 - 4. Noise Control
 - 5. Pest Control
 - 6. Pollution Control
 - 7. Exterior and Interior Enclosures
 - 8. Indoor Air Quality Control

1.02 REFERENCES

- A. Air Pollution Regulations: *Clark County Department of Air Quality Rules and Regulations and Section 94 - Permitting and Dust Control for Construction Activities*, most recent edition.
 - 1. Available online:
<http://www.clarkcountynv.gov/depts/AirQuality/Pages/RulesCurrentRulesandRegulations.aspx>.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 WATER CONTROL/DEWATERING

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment. Protect site from puddling or running water.
- B. Plan and execute construction by methods to control surface drainage from cuts, fills, borrow, and waste disposal areas. Minimize amount of bare soil exposed at one time.
- C. Take measures necessary to control surface water and prevent damage to Project, site, and adjoining properties.
- D. Prevent erosion and sedimentation. Provide water barriers as required to protect site from soil erosion. Provide temporary measures such as berms, dikes, and drains to prevent water flow.
- E. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.

- F. Periodically inspect earthwork to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- G. Water control shall comply with local, state, and federal requirements.

3.02 DUST CONTROL

- A. Perform construction operations so 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:
 - 1. Nevada Revised Statute 445: Air Quality Regulation.
 - 2. Registering with the Clark County Department of Air Quality, any equipment requiring operating permits by said department.
 - 3. Adhering to all Clark County Department of Air Quality Regulations.
 - 4. Adhere to ASHRAE Standard 62.1-2010, section 7.1.4: Ventilation for Acceptable Indoor Air Quality.
- B. Provide positive methods and application of dust control materials as necessary to minimize dust from construction operations.
- C. For projects located in Clark County, Nevada, provide positive means to prevent airborne dust from dispersing into atmosphere.
 - 1. Contact the Clark County Department of Air Quality regarding special considerations concerning air quality requirements in Clark County, including the most current dust control regulations and permit procedures.
 - 2. Comply with rules, regulations, special stipulations, and laws pertaining to air quality.
- D. Adhere to the latest edition of the *Clark County Department of Air Quality Rules and Regulations and Section 94 - Permitting and Dust Control for Construction Activities* as published by the Clark County Department of Air Quality.
 - 1. If a Dust Control Permit is required, obtain an approved Dust Control Permit and, if applicable, an approved Dust Mitigation Plan prior to commencing construction.
 - 2. The cost of the Dust Control Permit and, if applicable, a Dust Mitigation Plan shall be considered as included in the price paid for other items of Work and no separate payment will be made for dust control measures.
 - 3. No time extension shall be granted for time lost due to the suspension of the Work for any violation.
- E. Specific Control Measures and Best Management Practices are outlined in *Section 94*.
 - 1. Determine the applicability of any and all Control Measures to ensure compliance with the latest edition of the Air Pollution Control Regulations and *Section 94*.
 - 2. Conduct the Work to control fugitive dust and employ the necessary control measures to maintain disturbed soil twenty-four (24) hours per day, seven (7) days per week for the duration of the Project, as required by the Air Pollution Control Regulations.
- F. Comply with all mitigation requirements for dust control and indemnify Owner against any and all liability arising out of this responsibility and for any and all Clark County Department of Air Quality-imposed fines that may be assessed for violating the Dust Control Permit or Air Pollution Control Regulations.
- G. Obtain Owner's approval of a designated area for storage of materials and equipment during the term of the Contract. Provide effective dust control measures in the designated area during the Contract, including application of Best Available Control Measures (BACM) as necessary to

minimize fugitive dust from the site. Measures to be used include one or a combination of the following methods:

1. Maintain sufficiently damp soil conditions to prevent visible fugitive dust emissions.
2. Develop and maintain soil surface crust by water application or other appropriate methods.
3. Cover soil with clean gravel to treat with a dust suppressant.

3.03 NOISE CONTROL

- A. Provide methods, means, and facilities to minimize noise produced by construction operations including but not limited to radios.
- B. Adhere to OSHA section 1926, which relates to construction noise.

3.04 PEST CONTROL

- A. Provide methods, means, and facilities to prevent pests, insects, and rodents from accessing or invading the site and/or damaging the Work.

3.05 POLLUTION CONTROL

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.

3.06 EXTERIOR AND INTERIOR ENCLOSURES

- A. Provide temporary weather tight closure of exterior openings, including temporary roofing to accommodate acceptable working conditions and protection for products, to allow for temporary heating and maintenance of required ambient temperatures identified in individual Specification Sections, and to prevent entry of unauthorized person. Provide access doors with self-closing hardware and locks.
- B. Provide temporary partitions and/or ceilings as indicated and/or required below under Indoor Air Quality Control to:
 1. Separate work areas from Owner-occupied areas.
 2. Prevent penetration of dust and moisture into Owner-occupied areas.
 3. Prevent damage to existing materials and equipment.

3.07 INDOOR AIR QUALITY CONTROL

- A. Installation of Temporary Vapor and Particulate Barriers:
 1. Construct a 6-mil (minimum) plastic barrier secured to floor and ceiling in a manner that essentially creates an airtight barrier between construction zone and occupied zone.
 2. Continue barrier into the open return air plenum when such a system is in place. If the area does not use an open return air plenum, then a barrier in the plenum cavity above the drop ceiling is usually not necessary.
 3. Thoroughly investigate all pollutant pathways and temporarily seal with a barrier to prevent pollutant migration.
- B. Negative Pressure Differential:
 1. Adjust the existing air system to effectively create a negative pressure differential between the construction zone and the occupied zone.
 2. This could be achieved by shutting down the A/C system servicing the construction area during the entire remodel process.

3. If A/C in the construction zone cannot be shut down because it is also servicing the occupied zones, implement a means to provide a negative differential by acquiring the expertise of a mechanical subcontractor, at no additional cost to Owner.
 4. Task the subcontractor to modify existing supply and return air values so that the construction zone has a negative pressure differential as compared to the occupied zones.
 5. Pressure differential shall be configured to prevent odors and particles from migrating to occupied portions of the building via various voids in the building system.
 6. Negative pressure may also be achieved by installing and using temporary exhaust fans, installed in the construction zone and vented to the outdoors. This method is the least energy efficient and shall be approved by Owner prior to implementation.
 7. Provide negative pressure differential prior to beginning demolition and construction activity.
- C. Chemical Use and Submittal Review:
1. Carefully select all chemical solvents, adhesives, paints, lacquers, and so forth intended for use during remodel projects.
 2. At no additional cost to Owner, provide for the review of Safety Data Sheets and Product Data information by a qualified environmental consultant or safety professional, acceptable to Owner, trained to recognize chemicals that may off gas long after the Project's completion and pose a subsequent health risk to occupants.
 3. Avoid the misuse and subsequent migration of odors associated with chemicals used in construction by carefully selecting environmentally safe chemicals.
- D. HVAC System Protection and Cleaning:
1. Protect HVAC against contamination by drywall dust, demolition dust, paint and texture overspray, and similar sources by implementing effective engineering controls acceptable to Owner.
 2. If construction activities cause contamination of the HVAC system with foreign matter, Contractor shall provide for completely cleaning the entire system by a duct cleaning organization certified by the National Air Duct Cleaners Association (NADCA) and replace controls damaged by the lack of adequate protection.

END OF SECTION

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 71 33

PROTECTION OF ADJACENT CONSTRUCTION

PART 1 GENERAL

1.01 SUMMARY

- A. Protect existing utilities and improvements not designated for removal onsite and offsite, including but not limited to; Owner's electrical distribution system branch circuits, fiber optic communications, cable televisions, sewer, water, natural gas, storm sewer, and irrigation.
- B. Restore damaged or temporarily relocated utilities and improvements to condition equal to or better than condition prior to such damage or temporary relocation in accordance with Contract Documents.
- C. Verify exact locations and depths of utilities shown and make exploratory excavations of utilities that may interfere with Work.
 - 1. Perform exploratory excavations as soon as practicable after award of Contract and in sufficient time in advance of construction to avoid possible delays to Contractor's work.
 - 2. When exploratory excavations show utility location as shown to be in error, notify Owner.
 - 3. Exploratory excavations shall be performed using non-destructive vacuum excavation methods.
- D. Number of exploratory excavations shall be sufficient to determine alignment and grade of existing utilities.
- E. Contractor shall be responsible for locating and marking onsite utilities in and around the limits of construction.
- F. SECTION INCLUDES
 - 1. References
 - 2. Submittals
 - 3. Construction Interferences
 - 4. Overhead Power Line Safety Law
 - 5. Protection of Street or Roadway Markers
 - 6. Restoration of Pavement

1.02 REFERENCES

- A. Standard Specifications: *Uniform Standard Specifications for Public Works' Construction, Off-Site Improvements, Clark County Area, Nevada*, most recent edition.
 - 1. Comply with referenced sections and subsections of Standard Specifications.
 - 2. Contractual, measurement, and payment provisions of Standard Specifications do not apply.

1.03 SUBMITTALS

- A. Contractor shall include all located utilities in their coordination drawings.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 CONSTRUCTION INTERFERENCES

- A. Contractor's responsibilities regarding existing utilities and construction interferences shall be in accordance with Subsection 105.06 of the Standard Specifications, with the following additional provisions.
- B. Construction interferences include:
 - 1. Utility or service connections within limits of excavation or over-excavation required for Work under Contract.
 - 2. Utility or service connections located in space required by Work under Contract.
 - 3. Utility or service connections required to be disturbed or removed to permit construction as specified under Contract.
 - a. Disturb or remove only with approval of Owner and following notification to Owner of interfering utility or service connection and lines.
 - b. Promptly reconstruct removed or disturbed utility or service connections in original or other authorized location in condition at least as good as prior to such removal or disturbance, subject to inspection of Owner of same.
- C. Contractor's responsibility to remove or replace shall apply even in the event that damage or destruction occurs after backfilling. Notify Owner of utility or service connection immediately after damage or destruction occurs or is discovered.
- D. During performance of Work, owner of utility affected by Work shall have right to enter when necessary upon any portion of Work for purpose of maintaining service and of making changes in or repairs to said utility.
- E. Contractor shall:
 - 1. Exercise extreme care so as not to damage existing utilities and/or new and existing facilities.
 - 2. Use equipment of such weights throughout construction operations that existing buried utilities and/or new and existing facilities are not damaged by excessive loadings thereon.
 - 3. Be responsible for costs of repair and/or replacement of new or existing facilities damaged by construction operations.
 - 4. Make repairs and include appropriate warranties for that portion of utility deemed damaged.
- F. Prior to trenching, contact "CALL BEFORE YOU DIG" 811 or 1-800-227-2600 to determine location of existing utilities. Call between hours of 6:00 am and 7:00 pm and at least two (2) days before digging.
 - 1. Contractor shall coordinate with Owner Representative to obtain an "Owner Provided" onsite utility location inspection.
- G. Contractor acknowledges that utility companies may not be members of Dig USA System and, therefore, not automatically contacted by referenced telephone number. See utilities drawings for contact information.
 - 1. Be aware of utility company facilities not reported by Dig USA System, and bear damages stemming from repair or delay costs or other expenses resulting from unanticipated discovery of underground utilities.

2. Notify utilities at least two (2) working days in advance of commencement of Work at site to examine construction site and mark location of utilities' respective facilities. Verify that each utility has responsibly responded to notification.

3.02 OVERHEAD POWER LINE SAFETY LAW

- A. Overhead Power Line Safety Law: The Nevada Legislature enacted NRS 455.200 to 455.250 requiring utilities be notified and give consent before Work is performed near overhead power lines.
- B. Call NV Energy at 702-227-2929 prior to working with hand tools or operating equipment near overhead power lines.
- C. If necessary, additional conditions may be required by NV Energy before consent to do the Work is given; these could include:
 1. Reasonable limits on the time, place, and manner of the Work.
 2. Placing barriers to prevent contact with the lines.
 3. Temporarily disconnecting the power to the lines.
- D. Work to be done by NV Energy as a result of these conditions shall be started within five (5) working days of:
 1. Receiving notice of Work planned near an overhead line, or
 2. Executing an agreement on payment for preventative work needed to meet these conditions.
- E. Penalties of up to One Thousand (\$1,000) Dollars per day could be imposed for violation of this law. Contact Public Safety Department of Nevada Energy at 702-227-2671 with questions regarding this law.
- F. Contractor performing the Work in the vicinity of the overhead line carrying high voltage shall pay actual expenses incurred by the public utility in carrying out the preventative measures required.

3.03 PROTECTION OF STREET OR ROADWAY MARKERS

- A. Do not destroy, remove, or otherwise disturb existing survey markers or other existing street or roadway markers without proper authorization.
- B. Do not start pavement breaking or excavation until survey or other permanent marker points that will be disturbed by construction operations have been properly referenced for easy and accurate restoration.
- C. Survey markers or points disturbed by Contractor without proper authorization shall be accurately restored at Contractor's expense after street or roadway resurfacing has been completed.

3.04 RESTORATION OF PAVEMENT

- A. Replace paved areas, including asphaltic concrete berms cut or damaged during construction, with similar materials and of equal thickness to match existing adjacent undisturbed areas, except where specific resurfacing requirements have been called for in Contract Documents or in requirements of agency issuing permit.
- B. Temporary and permanent pavement shall conform to requirements of Owner of affected pavement.

- C. Neatly saw cut in straight lines pavements which are subject to partial removal.
- D. Comply with Subsection 208.03.21 of the Standard Specifications.

END OF SECTION

SECTION 01 73 29

CUTTING AND PATCHING

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 SUBMITTALS

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

1.03 REQUIREMENTS AND LIMITATIONS

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

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

1.04 PAYMENT FOR COSTS

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

PART 2 PRODUCTS

2.01 MATERIALS

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

PART 3 EXECUTION

3.01 EXAMINATION

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

3.02 PREPARATION

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

3.03 CUTTING

- A. Execute cutting and fitting including excavation and fill to complete the Work.
- B. Uncover Work to install improperly sequenced Work.
- C. Remove and replace defective or non-conforming Work.
- D. Remove samples of installed Work for testing when requested.

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

3.04 PATCHING

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

END OF SECTION

SECTION 01 74 00

CLEANING AND WASTE MANAGEMENT

PART 1 GENERAL

1.01 SECTION INCLUDES

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

1.02 SUBMITTALS

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

1.03 OWNER'S RIGHT TO CLEANUP

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

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.01 SOLID WASTE MANAGEMENT

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

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

3.02 PROGRESS CLEANING AND WASTE REMOVAL

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

- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.
- F. If Contractor fails to comply with the foregoing, the same may be accomplished by Owner at Contractor's expense.

3.03 FINAL CLEANING

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

END OF SECTION

(FOR ADDITIONAL SERVICES AND REIMBURSABLE EXPENSES)
CLARK COUNTY DETENTION CENTER: SOUTH TOWER FACILITY RENOVATION
(TO BE COMPLETED BY CMAR PRECONSTRUCTION SERVICES FIRM ONLY)

The following rates are to be used as the basis for negotiation of additional services as required. These labor rates are valid for the duration of the Project and include salary costs, overhead, administration and profit.

CMAR HOURLY RATES:

*SEE ATTACHED EXHIBIT A OF THE RFP
REVISION 2 - OCTOBER 24, 2022 FOR FEE PROPOSAL

As established in RFP response EXHIBIT A PRECONSTRUCTION SERVICES FEE PROPOSAL.

CMAR Preconstruction Services Personnel: Includes Key Personnel & Subcontractors

[illegible]

ADDITIONAL SERVICES:

As defined in Preconstruction Agreement SECTION V: CHANGES TO SCOPE OF WORK/ADDITIONAL SERVICES: Changes to the Scope of Work & Additional Services.

REIMBURSABLE EXPENSES:

As defined in Preconstruction Agreement SECTION IV: COMPENSATION AND TERMS OF PAYMENT: Reimbursable Expenses.

EXHIBIT A
OF THE RFP
RFP NO. 606098-22
REVISION 2 – OCTOBER 24, 2022
PRECONSTRUCTION SERVICES FEE PROPOSAL
RP.D0920057 CLARK COUNTY DETENTION CENTER: SOUTH TOWER FACILITY RENOVATION
(TO BE COMPLETED BY CMAR SHORT-LIST FIRMS ONLY)

PROJECT LOCATION:

330 South Casino Center Blvd., Las Vegas, Nevada 89101

OWNER:

County of Clark, Purchasing & Contracts Division
500 S Grand Central Pkwy., 4th Floor
Las Vegas, NV 89155-1825
Telephone Number: 702-455-6277
Fax Number: 702-868-2536
Contact: Geraldine Cruz, Purchasing Analyst II
Email: Geraldine.cruz@clarkcountynv.gov

CMAR:

Firm Name: Sletten Construction of Nevada, Inc.
Address: 600 South Las Vegas Blvd, Suite 700
City, State, Zip Code: Las Vegas, NV 89101
Phone: 702-739-8770

CMAR PRECONSTRUCTION SERVICES KEY PERSONNEL:

Provide a listing of the CMAR personnel, the anticipated hours of involvement (for the duration of the services required under the COUNTY-CMAR Preconstruction Services Agreement), and the billable hourly pay rate for each person that will be involved in the CMAR's Preconstruction Services scope of work.

NOTE: Preconstruction Services Agreement is a lump sum fee, not a time and material contract.

Trade	Name	Job Title	Hourly Pay Rate	Hours
General Contractor	Josh Guisti	Project Executive	\$145.00	56
General Contractor	Zach Woodward	Sr Project Manager	\$125.00	285
General Contractor	John Bales	General Superintendent	\$140.00	197
General Contractor	Stephanie Hable	Preconstruction Director	\$135.00	141
General Contractor	Bracken Hanson	Superintendent	\$130.00	199
General Contractor	Zach Carter	Project Engineer	\$90.00	447
General Contractor	Chase Garrett	Virtual Construction	\$100.00	29
General Contractor	Anthony Keyes	Lead Estimator	\$100.00	120
General Contractor	Joey Ficklin	MEP Coordinator	\$130.00	83
General Contractor	Tom Morano	Safety Coordinator	\$100.00	28

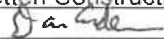
*Allowance: An allowance is a specified value designated by COUNTY for use to accommodate work that could not be identified adequately for bidding purposes in the original RFP documents. Any portion of an allowance that remains when the Preconstruction Services scope of work is completed belongs to COUNTY and shall be returned to COUNTY.

The CMAR's proposed fee above is based on the Scope of Work provided in Exhibit A of the Preconstruction Services Agreement.

CMAR SIGNATURE

Construction Manager at Risk

Firm Name: Sletten Construction of Nevada, Inc.

Signature: 

Print: Dan Eden

Title: Vice President, Corrections Division Director

Date: November 10, 2022

EXHIBIT D
OF THE PRECONSTRUCTION SERVICES CONTRACT
RFP NO. 606098-22
GUARANTEED MAXIMUM PRICE (GMP) FEE PROPOSAL
RP.D0920057 CLARK COUNTY DETENTION CENTER: SOUTH TOWER FACILITY RENOVATION
(TO BE COMPLETED BY CMAR PRECONSTRUCTION SERVICES FIRM ONLY)

PROJECT IDENTIFICATION:

Project Name: Clark County Detention Center: South Tower Facility Renovation
Project Address: 330 South Casino Center Blvd., Las Vegas, Nevada 89101
RPM Project No.: RP.D0920057

OWNER:

County of Clark, Purchasing & Contracts Division
500 S Grand Central Pkwy., 4th Floor
Las Vegas, NV 89155-1825
Telephone Number: 702-455-6277
Fax Number: 702-868-2536
Contact: Geraldine Cruz, Purchasing Analyst II
Email: Geraldine.cruz@clarkcountynv.gov

SUBMITTAL:

The CMAR GMP Proposal shall be submitted at the following location, date, and time:

Clark County Purchasing and Contracts Division
Government Center
500 S Grand Central Pkwy., 4th Floor
Las Vegas, NV 89106
Phone: 702-455-4917
Fax: 702-455-5817
Date: TBD
Time: TBD AM/PM Local Time
And EMAILED to: Geraldine Cruz, Purchasing Analyst II
Email: Geraldine.cruz@clarkcountynv.gov

ARTICLE 1 GUARANTEED MAXIMUM PRICE & SPLIT OF POTENTIAL SAVINGS

In accordance with CMAR GMP Proposal Instructions, which are attached and incorporated herein by this reference, CMAR shall provide its Guaranteed Maximum Price (GMP) for the entire Work per the Contract Documents.

GUARANTEED MAXIMUM PRICE (GMP)

1. Cost of the Work (Excluding General Requirements/Conditions):	
2. CMAR's General Conditions:	
3. CMAR's Fee:	
4. CMAR's Contingency:	
5. Owner's Contingency:	\$3,000,000.00
6. Total Guaranteed Maximum Price:	

SPLIT OF POTENTIAL SAVINGS**Owner****CMAR**

- | | | |
|--|------|-----|
| 1. Percentage of Cost of Work Savings: | 70% | 30% |
| 2. Percentage of CMAR's Contingency Savings: | 70% | 30% |
| 3. Percentage of unused Owner's Contingency: | 100% | 0% |
| 4. Percentage of unused Allowance (when applicable): | 100% | 0% |

ARTICLE 2: NOT USED**ARTICLE 3: CONTRACT TIME:**

Refer to Exhibit F of the Preconstruction Agreement.

ARTICLE 4: LIQUIDATED DAMAGES:

Refer to COUNTY CMAR Construction Agreement.

ARTICLE 5: ADDENDA ACKNOWLEDGEMENT:

Receipt of the addenda acknowledged:

Addenda Numbered: _____ Addenda Numbered: _____

Addenda Numbered: _____ Addenda Numbered: _____

Addenda Numbered: _____ Addenda Numbered: _____

ARTICLE 6: GMP PROPOSAL AFFIRMATION:

In accordance with the Contract Documents, and CMAR GMP Proposal Instructions, the undersigned CMAR, being duly licensed to perform such work by the Nevada State Contractor's Board, and being thoroughly familiar with all local conditions affecting the cost of the Project, having carefully examined the site, the Contract Documents, drawings, specifications, and any addenda thereto, CMAR proposed to provide, and to furnish for the costs set forth in GUARANTEED MAXIMUM PRICE, all labor and material, tools, utilities, transportation, equipment, and services required to perform and to complete in a workmanlike manner, all of the Work from the date of the Notice to Proceed, within the established Contract Time, subject to liquidated damages for any excess calendar days as established in the OWNER-CMAR Construction Agreement.

CMAR SIGNATURE:

Firm Name: _____

Address: _____

City, State, Zip Code: _____

Phone: _____

Signature: _____

Print: _____

Title: _____

Date: _____

EXHIBIT E
OF THE PRECONSTRUCTION SERVICES CONTRACT
RFP NO. 606098-22
CMAR GMP PROPOSAL INSTRUCTIONS
CLARK COUNTY DETENTION CENTER: SOUTH TOWER FACILITY RENOVATION
(For CMAR Final Selection ONLY)

SECTION 1: DEFINITIONS

- 1.1 Architect: The Architect is the person or organization identified as such in CMAR Request for Proposals and shall include their authorized representatives.
- 1.2 Calendar Days: Any day of the week, month, or year, and does not exclude weekend days (Saturday and/or Sunday) or holidays. All references to a 'day' or to 'days' in the Contract Documents shall be understood to mean calendar days unless specifically indicated otherwise.
- 1.3 Contract Documents: CMAR shall base the Guaranteed Maximum Price (GMP) upon the Contract Documents, including, CMAR Fee Proposal, CMAR GMP Proposal, COUNTY-CMAR Construction Agreement, the Performance and Payment Bonds, CMAR General Conditions of the Contract, the Supplemental General Conditions, the final Construction Documents (Drawings and Specifications), the Wage Scales, the Addenda, and these CMAR GMP Proposal Instructions.
- 1.4 CMAR: The firm or organization submitting a GMP Proposal to the Nevada State Public Works Division in response to a GMP Request for Proposals. The term CMAR means the Construction Manager at Risk or their authorized representatives.
- 1.5 CMAR Acknowledgement: CMAR acknowledges that the GMP Proposal is based on the Contract Documents listed in COUNTY-CMAR Construction Agreement.
- 1.6 CMAR's Contingency: CMAR's Contingency is an amount the CMAR may use under the following conditions: (1) For increases in the Cost of the Work, subject to prior written approval from COUNTY. (2) with written approval from COUNTY for increases in General Requirements/Conditions Cost. CMAR shall use contingency for Work that could not have been reasonably anticipated by a CMAR at the time the GMP submittal.
- 1.7 First Tier Subcontractor: A person or organization who has a direct contract with the prime contractor to perform any of the Work.
- 1.8 GMP Delivery Date: The day established in CMAR GMP Proposal Form for the submission of the proposal to the Nevada State Public Works Division.
- 1.9 GMP Delivery Time: The time established in CMAR GMP Proposal Form for the submission of the proposal to the Nevada State Public Works Division.
- 1.10 Owner: The term 'COUNTY' or 'OWNER' as used throughout this document will mean COUNTY of Clark, Nevada and is the Political subdivision of Southern Nevada listed in CMAR Request for Proposals and shall include COUNTY'S authorized representatives.
- 1.11 Owner's Contingency: OWNER'S Contingency belongs solely to COUNTY for the purpose of being allocated towards stipulated additional work (as itemized in an executed Change Order). Any portion of Owner's Contingency that remains when the Work is completed belongs to COUNTY and shall be returned to COUNTY.
- 1.12 Owner Oversight of CMAR Bidding Procedures: CMAR acknowledges all of the requirements of Exhibit B of CMAR General Conditions of the Contract (Owner Oversight of CMAR Bidding Procedures), the requirements of Nevada Revised Statutes Sections 338.16991, 338.16995 and 338.01165, and the requirements of Nevada Administrative Code Section 338.
- 1.13 Work: The term Work includes all labor, materials, services, equipment, tools, transportation, power, water, permanent and temporary utilities, utility connections, provisions for safety, and all incidental and other things necessary to produce the finished construction as described by the final Construction Documents.
- 1.14 Working Days: Means workdays and does not include legal holidays as defined by the Contract.

SECTION 2: QUALIFICATIONS OF CMAR AND SUBCONTRACTORS:

- 2.1 CMAR shall be properly licensed by the Nevada State Contractors Board and shall be prequalified by COUNTY Public Works Division prior to responding to the Request for Proposals.
- 2.2 CMAR shall ensure that all sub-bids utilized in preparing their GMP Proposal have been obtained from subcontractors who are properly qualified to perform their portion of the Work pursuant to Nevada Revised Statutes Sections 338.16991 thru 338.16995. A subcontractor named by CMAR who is not properly qualified for that portion of the work shall be deemed to be unacceptable. No additional compensation shall be paid to CMAR if CMAR must substitute a qualified subcontractor for an

unqualified subcontractor.

- 2.3 CMAR shall demonstrate to the satisfaction of COUNTY that they have adequate previous experience in any work that he intends to self-perform and shall also provide evidence that their proposed cost for such work is lower than the other bids received for that work.
- 2.4 Prior to receiving or accepting any payment, each subcontractor must have a valid Nevada business license, pursuant to Nevada Revised Statutes Section 338.072.

SECTION 3: PREPARATION OF GMP PROPOSAL

- 3.1 CMAR is solely responsible for the proper, complete, and accurate preparation of their GMP Proposal. The failure of CMAR to comply with these CMAR GMP Proposal Instructions or with the requirements of the other Contract Documents may result in the rejection of the GMP Proposal by COUNTY.
- 3.2 CMAR shall submit a complete, itemized, and detailed list of all General Conditions consistent with their Fee Proposal, with their GMP Proposal.
- 3.3 The GMP Proposal shall be submitted on the GMP Proposal Form provided by COUNTY (EXHIBIT D of the RFP).
- 3.4 Where indicated on the GMP Proposal Form CMAR shall:
 - A. Print or type their name and address.
 - B. List the number of each Addendum received and acknowledged.
 - C. Clearly and legibly print or type the amount of the Guaranteed Maximum Price.
 - D. Sign and date the GMP Proposal Form. Print or type the title of the authorized representative(s) signing the form. The signature(s) must be of an authorized officer of the firm.
 - E. CMAR shall submit a printed or typed list naming each subcontractor who will provide labor or a portion of the Work to CMAR and a description of the portion of the Work which each subcontractor named in the GMP Proposal will complete, with an estimated value of at least 1% of the total cost of the public work, or \$50,000, whichever is greater, and the number of the license issued to the subcontractor by the Nevada State Contractors Board. CMAR shall also list any portion of the work with an estimated value of at least 1% of the total cost of the public work or \$50,000, whichever is greater, that CMAR intends to self-perform.
 - F. CMAR shall not substitute a subcontractor who is named in the GMP Proposal, unless such substitution complies with Nevada Revised Statutes Section 338.16995.
- 3.5 CMAR shall submit a complete list of the subcontractors with a scope of work with an estimated value that is at least 1% of the total cost of the public work or \$50,000, whichever is greater with the GMP Proposal. Upon request, CMAR must submit a Request for Waiver form, provided by the Office of the Labor Commissioner, for CMAR and all named (used) subcontractors. All supporting documentation for waiver(s) must be submitted with the Request for Waiver form. The Request for Waiver form and supporting documentation must be sent via email to Geraldine Cruz, geraldine.cruz@clarkcountynv.gov. CMAR must submit their waiver request and any subcontractors' waiver requests as a single packet of documents.
- 3.6 The GMP shall be based on providing the materials and equipment specified in the Contract Documents. The determination of whether material or equipment is equal to that specified is the responsibility of the Architect or Engineer, and CMAR agrees to abide with their decision if their GMP Proposal is accepted. CMAR shall not prepare a GMP Proposal in anticipation of substitutions to specified materials or equipment being accepted.
- 3.7 Materials and equipment for which there is no installation procedure noted in the Contract Documents shall be installed in conformance with the manufacturer's written instructions.
- 3.8 CMAR may request interpretations or clarifications of the Final Construction Documents at any time prior to seventy-two (72) hours before the GMP Delivery Time by making a written request to the Architect, who may then issue a written addendum to CMAR prior to the stipulated GMP Proposal Delivery Time. No interpretation, clarification, or change in the Final Construction Documents will be binding on COUNTY unless it is included in an addendum. It is the sole responsibility of CMAR to ensure that they have received all addenda issued, and they shall acknowledge receipt of each addenda on the GMP Proposal Form.
- 3.9 CMAR shall be solely responsible to inform themselves fully of all conditions relating to the Contract Documents and the Work prior to submitting their GMP Proposal.
- 3.10 All applicable State laws, County ordinances, and the rules and regulations of local and State authorities having jurisdiction over the Work, shall apply to the Work as if repeated in full in the Contract Documents. CMAR's attention is directed to those portions of the Contract Documents which govern insurance, wage rates, allowances, equal employment opportunity, inspection and testing of materials, liquidated damages, and contract time.
- 3.11 Prevailing wage rates as established by the Office of the Nevada Labor Commissioner shall be paid on this Project. The applicable wage rates must be posted at the site of the Project in a place generally visible to the workmen.

SECTION 4: SUBMISSION OF GMP PROPOSAL

4.1 The GMP Proposal shall consist of the properly completed GMP Proposal Form and the required Subcontractor list.

4.2 In submitting a GMP Proposal, CMAR represents that:

- A. CMAR has carefully checked the GMP Proposal and will enter into COUNTY-CMAR Construction Agreement in accordance with its terms and conditions and in accordance with the terms and conditions of the other Contract Documents.
- B. The GMP Proposal is genuine and not a sham or collusive bid or made in the interest of or on behalf of any person other than CMAR.
- C. CMAR has read and understands the Contract Documents and is thoroughly familiar with all requirements of the Work.
- D. CMAR has informed themselves fully of the conditions relating to the construction of the Project. Failure to do so will not relieve CMAR of their obligation to furnish all material and labor necessary to carry out the Work in accordance with the Contract Documents.
- E. CMAR is responsible for knowing and maintaining the required Nevada State Contractors License(s) acceptable to the Nevada State Contractors Board for the type of work covered by the GMP Proposal. The right is reserved by COUNTY to reject the GMP Proposal should it be deemed not to be best for the interest of the COUNTY.

SECTION 5: PRINTING OF DOCUMENTS FOR CMAR'S USE

5.1 CMAR will be responsible for all costs associated with printing and distributing sets of the documents for their use and for the use of all subcontractors and suppliers. Determining the appropriate number of sets will be CMAR's responsibility (to ensure appropriate distribution as required for successful completion of the work). The electronic files (in pdf file format) will either be the documents originally issued by COUNTY or may be updated or conformed documents provided by the Architect that include addendum items and/or negotiated scope items.

EXHIBIT F
OF THE PRECONSTRUCTION SERVICES
RFP NO. 606098-22
PROPOSED TIME SCHEDULE FOR PRECONSTRUCTION SERVICES CONTRACT
RP.D0920057 CLARK COUNTY DETENTION CENTER: SOUTH TOWER FACILITY RENOVATION

ACTIVITY	DURATION
CMAR Preconstruction Services Award	Start: Month 0
CMAR Document review and initial RFI Period	Months 0-1
30-60% Construction Document Development : CMAR/Design Team coordination	Months 1-2
60-95% Construction Document Development : CMAR/Design Team coordination	Months 2-3
95%-Final Construction Document Development : CMAR/Design Team coordination	Months 3-4
GMP Delivery by CMAR	End of Month 4
TOTAL PRECONSTRUCTION SERVICES TIME:	4 MONTHS

EXHIBIT G
OF THE PRECONSTRUCTION SERVICES CONTRACT
CBE NO. 606098-22
CLARK COUNTY DETENTION CENTER: SOUTH TOWER FACILITY RENOVATION

INSURANCE REQUIREMENTS

TO ENSURE COMPLIANCE WITH THE BID DOCUMENT, BIDDERS SHOULD FORWARD THE FOLLOWING INSURANCE CLAUSE AND SAMPLE INSURANCE FORM TO THEIR INSURANCE AGENT PRIOR TO BID SUBMITTAL

1. FORMAT / TIME

CMAR shall provide COUNTY with Certificates of Insurance, per the sample format (page G-4), for coverage as listed below, and endorsements affecting coverage required by this bid 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 CONTRACT and any renewal periods.

2. BEST KEY RATING

COUNTY requires insurance carriers to maintain during CONTRACT term, a Best Key Rating of A.VII or higher, which shall be fully disclosed and entered on the certificate of insurance.

3. COUNTY COVERAGE

COUNTY, its officers and employees must be expressly covered as additional insured's except on Workers' Compensation and professional liability insurance coverage. CMAR'S insurance shall be primary as respects to COUNTY, its officers and employees.

4. ENDORSEMENT / CANCELLATION

CMAR commercial general liability and automobile liability insurance policy shall be endorsed to recognize specifically CMAR'S contractual obligation of additional insured to COUNTY. All policies 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. **Separate copies of additional insured endorsements are required and must be attached to any certificate of insurance. Policy number must be referenced on endorsement, or the form number must be referenced on certificate.**

5. 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.**

6. 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.**

7. COMMERCIAL GENERAL LIABILITY

Subject to paragraph 6 of this attachment, CMAR 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.**

8. AUTOMOBILE LIABILITY

Subject to paragraph 6 of this attachment, CMAR 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 CMAR and **any auto** used for the performance of services under 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.**

9. PROFESSIONAL LIABILITY

CMAR shall maintain limits of no less than **\$1,000,000 aggregate.** If the professional liability insurance provided is on a Claims Made Form, then the insurance coverage required must continue for a period of 2 years beyond the completion or termination of CONTRACT. Any retroactive date must coincide with or predate the beginning of CONTRACT and may not be advanced without the consent of COUNTY.

10. WORKERS' COMPENSATION

CMAR shall obtain and maintain for the duration of CONTRACT, a work certificate 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 Bidder who is a Sole Proprietor shall be required to submit an affidavit (Attachment 3) indicating that Bidder 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.

11. FAILURE TO MAINTAIN COVERAGE

If CMAR fails to maintain any of the insurance coverage required herein, COUNTY may withhold payment, order CMAR to stop the work, declare CMAR in breach, suspend or terminate CONTRACT, assess liquidated damages as defined herein, or may purchase replacement insurance or pay premiums due on existing policies. COUNTY may collect any replacement insurance costs or premium payments made from CMAR or deduct the amount paid from any sums due CMAR under CONTRACT.

12. ADDITIONAL INSURANCE

CMAR is encouraged to purchase any such additional insurance as it deems necessary.

13. DAMAGES

CMAR is required to remedy all injuries to persons and damage or loss to any property of COUNTY, caused in whole or in part by CMAR, their subcontractors or anyone employed, directed or supervised by CMAR.

14. COST

CMAR shall pay all associated costs for the specified insurance. The cost shall be included in the bid price(s).

15. INSURANCE SUBMITTAL ADDRESS

All Insurance Certificates requested shall be sent to the Clark County Purchasing and Contracts Division, Attention: Insurance Coordinator. See the "Submission of Bids" clause in the Instruction to Bidders section of this bid for the appropriate mailing address.

16. INSURANCE FORM INSTRUCTIONS

The following information must be filled in by CMAR Insurance Company representative:

1. Insurance Broker's name, complete address, contacts name, phone and fax numbers.
2. CMAR 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) Damage to Rented Premises (N/A)
 - (F) Medical Expenses (N/A)
 - (G) Personal & Advertising Injury (\$1,000,000)
 - (H) General Aggregate (\$2,000,000)
 - (I) Products - Completed Operations Aggregate (N/A)
5. Automobile Liability (Any Auto)
 - (J) Policy Number
 - (K) Policy Effective Date
 - (L) Policy Expiration Date
 - (M) Combined Single Limit (\$1,000,000)
6. Worker's Compensation
7. Professional Liability
 - (N) Policy Number
 - (O) Policy Effective Date
 - (P) Policy Expiration Date
 - (Q) Aggregate (\$1,000,000)

8. Description: CBE NO. 606098-22; CLARK COUNTY DETENTION CENTER: SOUTH TOWER FACILITY RENOVATION (must be identified on the initial insurance form and each renewal form).
9. 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
10. 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		CONTACT NAME:	
1. INSURANCE BROKER'S NAME		PHONE	FAX
ADDRESS		(A/C No. Ext): BROKER'S PHONE NUMBER	(A/C No.): BROKER'S FAX NUMBER
		E-MAIL ADDRESS: BROKER'S EMAIL ADDRESS	
		INSURER(S) AFFORDING COVERAGE	
		NAIC #	
INSURED		INSURER A:	3. CARRIER'S
2. CMARS NAME		INSURER B:	BEST KEY
ADDRESS		INSURER C:	RATING
PHONE & FAX NUMBERS		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 WVD	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						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$(E) N/A
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR.						MED EXP (Any one person)	\$(F) N/A
							PERSONAL & ADV INJURY	\$(G) 1,000,000
							GENERAL AGGREGATE	\$(H) 2,000,000
							PRODUCTS - COMP/OP AGG	\$(I) N/A
							DEDUCTIBLE MAXIMUM	\$ 25,000
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	N/A
ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N		E.L. EACH ACCIDENT	\$					
describe under DESCRIPTION OF OPERATIONS below		E.L. DISEASE - E.A. EMPLOYEE	\$					
		E.L. DISEASE - POLICY LIMIT	\$					
7.	PROFESSIONAL LIABILITY			(N)	(O)	(P)	AGGREGATE	\$(Q) 1,000,000

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

8. CBE NO. 606098-22; CLARK COUNTY DETENTION CENTER: SOUTH TOWER FACILITY RENOVATION.**9. 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.

10. AUTHORIZED REPRESENTATIVE

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ACORD 25 (2010/05)

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POLICY NUMBER: _____

COMMERCIAL GENERAL AND AUTOMOBILE LIABILITY

CBE NUMBER AND PROJECT 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
PRECONSTRUCTION SERVICES CONTRACT

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. 606098-22, entitled CLARK COUNTY DETENTION CENTER: SOUTH TOWER FACILITY RENOVATION;
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.

PP. 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 _____, 200__, by _____
(name of person making statement).

Notary Signature

STAMP AND SEAL

**EXHIBIT H
OF PRECONSTRUCTION SERVICES CONTRACT
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.

NEVADA BUSINESS ENTERPRISE (NBE): Any Nevada business which has the resources necessary to sufficiently perform identified County projects, and is owned or controlled by individuals that are not designated as socially or economically disadvantaged.

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 this 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

 4. 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.