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# ***Washoe County School District***

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**Project Title:**  
**Replacement of Two (2) Water Heaters  
at Kendyl Depoali Middle School**

**Quote #:**  
**24-32-Q-10-DA**

**Date:**  
**October 30, 2023**

**Prepared By:**  
**Purchasing Department**  
**14101 Old Virginia Road, Room 0**  
**Reno, NV 89521**  
**Phone: (775) 850-8025**  
**Fax: (775) 857-3175**  
**Email: [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net)**

## SECTION 00090 – REQUEST FOR QUOTE

Quotes for the **Replacement of Two (2) Water Heaters at Kendyl Depoali Middle School** shall be received by the Washoe County School District's (WCSD) Purchasing Department via email ONLY at: [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net) on **November 15, 2023**.

**Scope of Work: Removal and replacement of two (2) water heaters as specified in the Detailed Scope of Work attached.**

Contractors desiring to quote on this work shall be contractors presently licensed by the Nevada State Contractors Board and shall maintain a valid Contractor's License for the duration of the construction project. In addition, any and all Subcontractors that will be utilized by the Contractor shall also be presently licensed by the Nevada State Contractors Board and shall maintain a valid license for the duration of the construction project. All licensing requirements as specified in Nevada Revised Statutes (NRS) [Chapter 624](#) shall also be strictly adhered to.

Contractors shall also carry and provide evidence of required insurance liability coverage as specified in the Liability Insurance Specifications, as identified in Section 00800 – SUPPLEMENTARY GENERAL CONDITIONS.

The physical work is to commence upon issuance of a "Notice of Award." Work shall be completed on or before January 5, 2024.

The right is reserved to reject any and all quotes or accept the quote, which is deemed by WCSD to be in the best interest of the school district. WCSD also reserves the right to waive any irregularities and/or informalities in the submitted quotes.

**Quote #: 24-32-Q-10-DA**

Washoe County School District  
Purchasing Department  
14101 Old Virginia Road, Room #0  
Reno, NV 89521

Phone: 775-850-8025  
Fax: 775-857-3175

Email: [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net)

# **C O N T E N T S**

## **Replacement of Two (2) Water Heaters at Kendyl Depoali Middle School**

### **Division 0**

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### **Forms Required with Quote Submission**

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### **Division 1**

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### **Additional Specifications**

Detailed Scope of Work.....	2 Total Pages
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**Quote #: 24-32-Q-10-DA**

## SECTION 00100 - INSTRUCTION TO BIDDERS

Quotes must be submitted in accordance to the following instructions to be considered for review and award.

Quotes shall be submitted on the provided Quote Form (PUR-F503) only, and all of the blank spaces shall be completed; numbers shall be stated both in writing and in figures, the signature shall be in longhand; and the completed form shall be without interlineation, alteration or erasure. Washoe County School District only accepts signatures done manually (also known as a wet signature) or electronic digital signatures that are certified. Non-certified electronic digital signatures will NOT be accepted. A typed signature, even in cursive font, DOES NOT meet the requirements of an official digital signature. A digital signature must be accompanied by a certified digital stamp issued through programs like Adobe Acrobat, Docu-Sign or other similar programs that produce a digital stamp certifying the electronic digital signature. Any signatures on required forms that do not meet these requirements will not be accepted and the Contractor's submission will be deemed "Non-Responsive" and will be rejected. **Any quote submission will be disqualified and rejected if not signed.** If you have any questions about this requirement, please submit your question by the question deadline, so that it can be answered prior to the bid submission deadline. In the event of a discrepancy on the Quote Form, NRS 104.3114 Contradictory terms of instrument states that, "If an instrument contains contradictory terms, typewritten terms prevail over printed terms, handwritten terms prevail over both, and words prevail over numbers." Only quotes on the form(s) provided will be accepted. No additional pages containing inclusions, exclusions or clarifications will be accepted as part of the quote. Any clarifications, additions or exclusions made by the Owner (WCSD) will be considered incorporated into the specifications.

The Contractor is responsible for ensuring he/she has received and reviewed the entire quote package, including all specifications, plans and any/all issued Addendums.

**QUOTES SHALL BE ACCEPTED VIA EMAIL ONLY** at: [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net). Quotes are requested by **10:00 a.m. (Local Time) on November 15, 2023**. Quotes may be accepted past the date and time requested until opened, but any submissions received after the time stated above shall be at the Contractor's sole risk. Once opened, any quote received shall be rejected and returned to the Contractor. Quotes received via facsimile will be **rejected** and the submitting Contractor will be instructed to resubmit via email.

Contractors desiring to quote on this work shall be Contractors presently licensed by the Nevada State Contractors Board and shall maintain a valid Contractor's license for the duration of the construction project. In addition, any and all Subcontractors that will be utilized by the Contractor shall also be presently licensed by the Nevada State Contractors Board and shall maintain a valid license for the duration of the construction project. All licensing requirements as specified in NRS [Chapter 624](#) shall also be strictly adhered to.

WCSD requires that all Contractors who work on construction projects have in place a Drug and Alcohol Policy and this shall be acknowledged by signature on the Quote Form.

The physical work is to commence upon issuance of an emailed “Notice of Award.” Work shall be completed on or before January 5, 2024.

Contractor must agree that the Owner may retain from the monies due the Contractor Five Hundred Dollars (\$500.00) per day (Liquidated Damages) as a direct result of the Contractor’s delay or for not completing the project in the required time allowance plus approved time extensions.

The right is reserved by WCSD to reject any and all quotes or accept the quote, which is deemed by WCSD to be in the best interest of the school district. WCSD also reserves the right to waive any irregularities and/or informalities in the submitted quotes.

Should a Contractor find discrepancies in, or omissions from, the drawings or documents, or should he/she be in doubt as to the meanings of said documents, he/she should immediately notify the Owner in writing via Email to [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net), whereas the Owner will send written instruction via Addendum to all Contractors. The Owner, Architect/Engineer, Project Manager, Assistant Project Manager, or any other WCSD staff member will not be held responsible for any oral instructions provided during the quote submission process.

Before submitting a quote, Contractors shall carefully examine the scope of work outlined in the quote package and the proposed drawings, specifications, and forms and shall be thoroughly familiar with all existing conditions and expectations of a successful project completion.

No increase in cost or extension in performance time will be considered for failure to know the conditions to be encountered as to the character, quality, and quantity of the work to be performed, materials to be furnished, and as to the requirements of the specifications.

Construction materials are unstable at times and Division 1 of the Spec Book has a provision to assist in managing project costs and to hedge against potential future material price increases. The provision can be found in Section 01027 – Applications for Payment; Part 1 – General; Subpart 1.3 Schedule of Values; B; 5.

A list showing all Subcontractors to be used on the project shall be submitted with the quote on the Quote Form where directed. As a reminder, any and all Subcontractors that will be utilized by the Contractor shall also be presently licensed by the Nevada State Contractors Board and shall maintain a valid license for the duration of the construction project.

Any Addendums issued during the quote solicitation process shall be included in the quote submission and shall be considered incorporated into the project.

All questions shall be submitted in writing directly to WCSD’s Solicitations website at <http://solicitations.washoeschools.net> or via e-mail to [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net) by **4:30 p.m. (Local Time) on November 8, 2023**. During this active solicitation there shall be no personal contact with any WCSD employees or other parties associated with this project directly. All inquiries shall be done in writing as stated above.

Addendums will be distributed by WCSD accordingly and can also be accessed via the WCSD Public Works website at: <http://solicitations.washoeschools.net/>

Modifications to quotes may only be considered if submitted quotes by delivery as previously noted have already been received and said modifications are completed prior to the due date and time for the quote submission.

Quotes may be withdrawn in a written request received from Contractors prior to the due date and time for quote submission.

In cases where the award of the project has not been made, quotes submitted and opened may not be withdrawn for a period of forty-five (45) calendar days from the due date and time of the quote.

## **SPECIAL NOTIFICATIONS**

### Signature Requirements

**Any quote submission will be disqualified and rejected if not signed.**

Washoe County School District only accepts signatures done manually (also known as a wet signature) or electronic digital signatures that are certified. Non-certified electronic digital signatures will NOT be accepted. A typed signature, even in cursive font, DOES NOT meet the requirements of an official digital signature. A digital signature must be accompanied by a certified digital stamp issued through programs like Adobe Acrobat, Docu-Sign or other similar programs that produce a digital stamp certifying the electronic digital signature. Any signatures on required forms that do not meet these requirements will not be accepted and the Contractor's submission will be deemed "Non-Responsive" and will be rejected. If you have any questions about this requirement, please submit your question by the question deadline, so that it can be answered prior to the bid submission deadline.

### Specifications/Addendums

Contractor is responsible to ensure that he/she has received and reviewed the entire quote package, including specifications, plans and any/all issued Addendums. Contractors shall acknowledge by signing any issued Addendum(s) and returning the signed Addendums with his/her quote submission.

### Technical Specifications

Any conflicts between the Architect and WCSD specification, it will be the responsibility of the Contractor to seek clarification for any conflicts or be responsible for all the requirements.

Clarifications and questions must be submitted in writing via email to:

[solicitations@washoeschools.net](mailto:solicitations@washoeschools.net)

### Washoe County School District Structured Cabling Standard – WCSD-SCS-015

The Washoe County School District Structured Cabling Standard – WCSD-SCS-015 dated September 26, 2022 is located on our website. The link to view it is

<https://www.washoeschools.net/cms/lib/NV01912265/Centricity/Domain/70/Cabling/WCSD-SCS-015%209-12-22.pdf>

### Project Completion

The construction contract time allowed for this project is based on a reasonable expectation of how long it takes to do a project of this scope. WCSD recognizes that Contractors often try to finish projects in significantly less time than the construction contract time and, in such cases, develop schedules which are based on everything going smoothly with no delays. While WCSD allow Contractors to submit such accelerated construction schedules, WCSD reserves the right to deny the Contractor's submission. Acceptance of a submittal with a shortened schedule is not an official agreement between WCSD and the Contractor that the project can be done in less time than the construction contract time specified.

### Roof Penetrations

All roof-mounted equipment or penetrations associated with this project are to be flashed by a licensed roofing Contractor. The roofing Contractor shall have experience with the existing roofing membrane. New flashing materials shall be installed to comply with the membrane manufacturer's specifications or details published by the National Roofing Contractors Association Waterproofing Manual. In acceptance of the work, the Owner will make no allowance for lack of skill on the part of the Contractor. The Contractor shall coordinate all aspects of roof work including any penetrations to maintain the building in a totally watertight condition, no exceptions.

### Questions

**All questions shall be submitted in writing directly to WCSD's Solicitations website at <http://solicitations.washoeschools.net/> or via e-mail to [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net) by 4:30 p.m. (Local Time) November 8, 2023.**

### Hours

There is a potential that Summer School, Extended School Year (ESY), Intercession School, After School Care, Parent nights, etc. may be held at the project sites. The Contractor will be required to flex schedule and/or work areas to accommodate school needs during this time frame. In addition, the Contractor may have to alter their normal schedule in order to perform any lead and asbestos attachments and penetrations.

### Working Hours

When School is **Not in Session**: From 7:00 am until 3:30 pm Monday through Friday the project site will be available to the Contractor.

When School is **In Session**: From 3:30 pm until 11:00 pm Monday through Friday the project site will be available to the Contractor.



## **SECTION 00700 – GENERAL CONDITIONS**

The General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition, Articles 1 through 15, are hereby incorporated by reference as the “General Conditions of this Project.” Copies of General Conditions may be examined or obtained through formal request to the WCSD’s Purchasing Department located at the Brown Center, 14101 Old Virginia Road, Room 0, Reno, Nevada, 89521 or by phone at (775) 850-8025.

The information contained in the Supplementary General Conditions (Section 00800), Special Conditions (Section 00820), Instructions to Bidders (Section 00100), and the Quote Form (PUR-F503) shall become a part of the Contract and shall apply to all Contractors and Subcontractors. The information contained in Supplementary General Conditions (Section 00800) may amend, modify, supersede, void or supplement the Articles of the “General Conditions of the Project.” Where any part of an Article of the “General Conditions of the Project” is amended, modified, superseded or voided by a provision of the Supplementary General Conditions (Section 00800) or other Contract documents, all other provisions of such Article shall remain in effect, and the provisions of the Supplementary General Conditions (Section 00800) or other Contract documents shall be considered as added.

## SECTION 00800 – SUPPLEMENTARY GENERAL CONDITIONS

The General Conditions of the Contract for Construction, AIA Document A201, 2017 Edition, Articles 1 through 15, are hereby incorporated by reference as the “General Conditions of this Project.” Copies of General Conditions may be examined or obtained through formal request to the WCSD’s Purchasing Department located at the Brown Center, 14101 Old Virginia Road, Room 0, Reno, Nevada, 89521 or by phone at (775) 850-8025.

The information contained in the Supplementary General Conditions (Section 00800), Special Conditions (Section 00820), Instructions to Bidders (Section 00100), and the Quote Form (PUR-F503) shall become a part of the Contract and shall apply to all Contractors and Subcontractors.

In any instance where no Architect is involved in the project, any and all references contained in this or any other documents to "Architect" shall be deemed to refer to the consulting Engineer, if any, the special project consultant, if any, or, in the event no such individuals are involved, to the Owner.

The following supplements modify, delete and/or add to the “General Conditions of the Project.” Where any Article, Paragraph or Subparagraph in the “General Conditions of the Project” is supplemented by one of the following Paragraphs, the provisions of such Article, Paragraph, or Subparagraph shall remain in effect and the supplemental provisions shall be considered as added. Where any Article, Paragraph, or Subparagraph in the “General Conditions of the Project” is amended, voided or superseded by any of the following paragraphs, the remaining provisions of such Article, Paragraph or Subparagraph not amended, voided, or superseded shall remain in effect.

### 1. LIABILITY INSURANCE SPECIFICATIONS

#### A. INTRODUCTION

The Owner has established specific indemnification and insurance requirements for its construction contracts to help assure that reasonable insurance coverage is purchased and maintained. Insurance, indemnification and hold harmless clauses are intended to assure that a Contractor accepts and is able to pay for the loss or liability related to its activities.

Contractor’s attention is directed to the insurance requirements below. It is recommended that Contractors confer with their respective insurance carriers or brokers to determine **in advance of Quote submission** the availability of insurance certificates and endorsements as described and provided herein.

#### B. INDEMNIFICATION AGREEMENT

The Contractor agrees to hold harmless, indemnify and defend the Owner, its officers, agents, employees and volunteers from any loss or liability, financial or otherwise resulting

from any claim, demand, suit, action or cause of action based on bodily injury, including death, or property damage, including damage to the

Contractor's property or injury to the Contractor's employees, caused by any action, either direct or passive, the omission, failure to act or negligence on the part of the Contractor, employees, agents, representatives or Subcontractors arising out of the performance of work under this Contract by the Contractor, or by others under the direction or supervision of the Contractor.

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

In the event of a lawsuit against the Owner, its officers, agents, employees and volunteers, the Contractor shall reimburse the Owner for costs of the Owner's attorneys' fees and costs, as well as personnel in defending such actions. Reimbursement for the time spent by such personnel shall be at the rate charged for such services by private counsel. The Owner shall not be held liable for any accident, loss or damage to the work prior to its completion and acceptance.

#### C. GENERAL REQUIREMENTS

The Contractor shall purchase Workers Compensation Insurance, General Liability and Automobile Liability as described below. The cost of such insurance shall be included in the Contractor's quote price.

#### D. WORKERS COMPENSATION INSURANCE

It is understood and agreed that there shall be no Workers Compensation Insurance coverage provided for the Contractor or any Subcontractor by the Owner. Contractor agrees, as a precondition to the performance of any work under this Contract and a precondition to any obligation of the Owner to make any payment under this Contract, to provide Owner with certificates issued by an insurer that shows compliance with NRS [Chapters 616A](#), [616B](#), [616C](#) and [616D](#), inclusive, and [Chapter 617](#).

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

Should Contractor be self-funded for Workers Compensation Insurance, Contractor shall notify Owner in writing prior to the acceptance of this Contract. Owner reserves the right to approve said retentions and may request additional documentation, financial or otherwise, for review prior to the acceptance of this Contract as provisioned under NRS [Chapter 616B.627](#).

## E. MINIMUM SCOPE OF LIABILITY INSURANCE

Coverage shall be at least as broad as:

1. Insurance Services Office (ISO) Commercial General Liability Coverage "Occurrence" form CG 0001 12 04 or substitute form providing coverage as broad as CG 0001 12 04. The Commercial General Liability Coverage shall include, but is not limited to, Liability Coverage arising from Operations, Premises, Blanket Contractual Liability, Broad Form Property Damage Liability, Products and Completed Operations, Personal Injury and Advertising Liability, and Stop Gap or Employers Liability. In addition, explosion, collapse, and underground coverage must be included unless Owner waives this requirement in writing prior to execution of Contract.
2. Business Auto Coverage form number ISO CA 0001, CA 00 055, CA00 12, CA 00 20 or an equivalent form covering Automobile Liability Symbol 1 "Any Auto."

## F. MINIMUM LIMITS OF INSURANCE

The Contractor shall maintain limits no less than:

1. General Liability: **\$1,000,000** minimum or the amount customarily carried by the Contractor, whichever is greater, combined single limit per occurrence (with \$2,000,000 Aggregate Limit) for bodily injury, personal injury and property damage. General Liability coverage shall specifically apply to the acts and/or omissions of Contractor and his/her Subcontractors. The above General Liability coverage shall be maintained in full force and effect for five (5) years from the date of completion of the project. The required limits may be met through a combination of primary and excess liability coverage. Any excess liability coverage shall provide coverage at least as broad as the primary coverage and be subject to all of the requirements herein.
2. Automobile Liability: \$1,000,000 minimum or the amount customarily carried by the Contractor, whichever is greater, combined single limit per accident for bodily injury and property damage. No Aggregate Limits may apply. Non-owned and hired automobile liability must be included.
3. Workers Compensation Insurance: \$1,000,000 minimum in limits (Employers Liability) and obtain Statutory Limits of Workers Compensation Insurance for employees engaged on or at the site of the project in accordance with NRS [Chapters 616A](#), [616B](#), [616C](#) and [616D](#), inclusive, and [Chapter 617](#). If an excess policy is utilized, the policy will provide excess coverage for Employers' Liability.

4. Asbestos Environmental Risk Liability Insurance: N/A

G. ASBESTOS COVERAGE

Not Required For This Project.

H. PROPERTY COVERAGES

Not Required For This Project.

I. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the Owner. The Owner reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention's and prior to executing the Contract. Any changes to the deductibles or self-insured retentions made during the term of this Contract or during the term of any policy, must be approved by the Owner prior to the change taking effect. It is also understood that the Contractor is responsible for and shall assume payment of all deductibles and/or self-insured retentions.

J. OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

- a. The Owner, its agents, officers, employees and volunteers are to be included as Additional Insureds for damages and defense arising from: activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, employees or volunteers.
- b. The Contractor's insurance coverage shall be primary insurance with respect to the Owner, its officers, employees and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute to the Contractor's insurance coverage in anyway.
- c. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

- d. The insurance companies issuing the policy or policies shall have no recourse against the Owner payment of any premiums, costs or assessments under any form of policy.
- e. Failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any liabilities under this Contract, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

## 2. All Coverages

- a. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either the Contractor or by the insurer, reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Owner, which must be approved, if acceptable, by the Owner in writing.

Furthermore, Contractor shall provide the Owner thirty (30) days prior notice, in writing when the Contractor elects to change carriers, not to renew the policy, or reduce coverage, which must be approved, if acceptable, by the Owner also in writing.

- b. The Contractor's insurers shall have no right of recovery or subrogation against the Owner or the design professionals which provide work on the project.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, employees or volunteers.
- d. The insurance companies issuing the policy or policies shall have no recourse against the Owner for payment of any premiums, costs or assessments under any form of policy.

## K. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with an A.M. Best's rating of no less than A:X. The Owner may accept coverage with carriers that have lower A.M. Best's ratings upon review of financial information concerning Contractor and insurance carrier. The Owner reserves the right to require that the Contractor's insurer(s) be a licensed and admitted insurer(s) in the State of Nevada, or on the Insurance Commissioner's approved, but not admitted, list.

#### L. VERIFICATION OF COVERAGE

Prior to the commencement of any work on the project, the Contractor shall furnish the Owner with certificates of insurance and with original endorsements affecting coverage required. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the Owner before work commences. The Owner reserves the right to require complete, certified copies of all required insurance policies, at any time should it be deemed in the best interest of the Owner.

#### M. SUBCONTRACTORS

The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein, except that if any Subcontractors maintain limits of insurance less than required in this Contract, Contractor's insurance shall include coverage for acts or omissions of Subcontractor up to the full limits required in this Contract.

#### N. MISCELLANEOUS CONDITIONS

1. The Contractor shall be responsible for and remedy all damage or loss to any property, including property of the Owner, caused in whole or in part by the Contractor, any Subcontractor, or any employed, directed or supervised by the Contractor.
2. Nothing herein contained shall be construed as limiting in any way the extent to which the Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
3. In addition to any other remedies the Owner may have should the Contractor fail to provide or maintain any insurance policies or policy endorsements to the extent and within the time required, the Owner may, at its sole option:
  - a. Purchase such insurance to cover any risk for which the Owner may be liable through the operations of the Contractor under this Contract and deduct or retain the amount of the premiums for such insurance from any sums due to the Contractor under the Contract; or
  - b. Order the Contractor to cease work under this Contract and/or withhold any payments, which became due the Contractor until the Contractor demonstrates compliance with the requirements hereof; or
  - c. Terminate the Contract.

## 2. **GUARANTEE BOND**

Not Required For This Project.

## 3. **INTEREST**

Article 13.5 is hereby supplemented as follows:

Not Required For This Project.

## 4. **CLEANING UP**

Article 3.15 is hereby supplemented as follows:

The Contractor, at all times, shall keep the premises free from accumulation of waste materials or rubbish caused by operations. At the completion of the work, Contractor shall remove all waste materials and rubbish from and about the project as well as all tools, construction equipment, machinery and surplus materials, and shall clean all glass surfaces and leave the work "broom clean" or its equivalent, except as otherwise specified.

## 5. **LIQUIDATED DAMAGES**

Add Article 8.2.4 as follows:

It is hereby understood and mutually agreed that the date of beginning, rate of progress, and the time for completion of the work to be done hereunder are essential conditions of this Contract and that the work embraced in this Contract shall be commenced on the date set forth in the Notice to Proceed issued by the Owner.

The Contractor agrees that all work shall be performed regularly, diligently, and uninterruptedly at a rate of progress that will ensure substantial completion within the time specified. It is expressly understood and agreed, by and between the Contractor and the Owner, that the time for completion of the work described herein is an acceptable time for the completion of the work. If the Contractor should neglect, fail, or refuse to complete the work within the specified Contract time, that has been extended by the Owner, then the Contractor does hereby agree, as a part of the consideration for receiving the award of this Contract, to pay to the Owner, not as a penalty, but as Liquidated Damages, the amount of money specified in the Contract (Section 00100 – Instruction to Bidders and Quote Form (PUR-F503) per day. If the Owner incurs costs in excess of the Liquidated Damages as a result of the Contractor's inability to complete the work by the specified date the additional cost will be deducted from the Contract amount.

If the Contractor fails to complete or correct the work listed on the comprehensive list of deficiencies ("**Punch-List**") within the specified time for performance, the Contractor does hereby agree to pay the Owner **\$250.00** as Liquidated Damages for each calendar day that the completion or correction of the work extends beyond the 45 days for performance



allowed from the date the Contractor receives the Punch List of deficiencies from the Architect and/or his/her consultants and/or the Owner.

## **6. CHANGE ORDERS**

Article 7.2 is hereby modified as follows:

- A. The Owner, without invalidating the contract, may order changes in the work consisting of additions, deletions, or other revisions, the contract sum and contract time being adjusted accordingly. All such changes in the work shall be authorized by Change Order issued by the Owner.
- B. The cost or credit to the Owner resulting from a change in the work shall be determined by the Architect in one or more of the following ways:
  - 1. By unit prices stated in the Contract documents or subsequently agreed upon.
  - 2. By mutual acceptance of a lump sum proposal, properly itemized, to include the following:
    - a. Labor, including fringe benefits, payroll taxes, and workers' compensation insurance;
    - b. Materials entering permanently into the work;
    - c. Equipment costs for equipment utilized to perform the Change Order work; and/or
    - d. Change Order Mark-Up per Schedule.
  - 3. By the actual cost of:
    - a. Labor, including fringe benefits, payroll taxes, and workers' compensation insurance;
    - b. Materials entering permanently into the work;
    - c. Equipment costs for equipment utilized to perform the Change Order work; and/or
    - d. Change Order Mark-Up per Schedule.
- C. The costs under Paragraph 6(B) 1-3 above may be increased to include a fixed fee for Subcontractor profit and overhead, Prime Contractor profit and overhead on Subcontractor work, and profit and overhead on work done by the General/Prime

Contractor's own forces. The total of such fixed fee shall not exceed the amount determined from the Change Order Mark-Up Schedule below for a single Change Order item, or for any group of related items, and shall be full compensation for the cost of supervision (to include Project Manager, Project Coordinator, Superintendent, Administrative Staff, etc.), overhead, profit, insurance, and all other expenses associated with completing the change in the scope of work.

### **CHANGE ORDER MARK-UP SCHEDULE**

<b>1. Additive Changes (for the entity performing the work):</b>	
<u>Total Cost of Change</u> +\$0.01 to +\$9,999.99 +\$10,000.00 and above	<u>Allowable Fee</u> 15% of the Total Cost 10% of the Total Cost
<b>2. Additive Changes (Contractor Markup) Subcontractors work:</b>	
<u>Total Cost of Change</u> Any Amount	<u>Allowable Fee</u> 5% of the Total Subcontractor Fee
<b>3. Deductive Changes:</b>	
<u>Total Credit Cost of Change</u> Any Amount	<u>Credit Fee to be Applied</u> 5% of the Total Credit Cost. ( <i>Deductive</i> )
<i>Example of Deductive Change: Assume &lt;\$5,000.00&gt; to be credited. The Contractor must include a 5% credit for profit and overhead, i.e. \$5,000.00 X 0.05 = &lt;\$5,250.00&gt; total credit to the Contract.</i>	

D. No fees shall be paid for time extensions.

E. All proposals shall be submitted to the Architect in sufficient detail to complete an analysis of all costs. The Contractor shall, upon request by the Owner or the Architect, submit invoices for materials and equipment utilized in Change Order work. Labor rates shall not exceed the applicable Wage Rates (including Prevailing Wage Rates) as published by the State of Nevada Office of the Labor Commissioner. Fringe benefits shall not exceed the cost of fringe benefits normally paid to such personnel or established by the industry in the Northern Nevada area, whichever is lower. Labor rates or additional rates not identified as part of Prevailing Wage Rates shall be identified and approved by WCSD prior to start of construction.

## **7. SUBCONTRACTORS**

Article 5.2.1 is hereby modified as follows:

A. Per NRS [Chapter 338](#):

1. Except as otherwise provided in Subsection 2, each quote submitted to

any officer, department, board or commission for the construction of any public work or improvement must include:

- a. The name of each Subcontractor who will provide labor or a portion of the work or improvement to the Contractor for which he/she will be paid; and
  - b. A description of the portion of the work or improvement which each Subcontractor named in the quote will complete.
2. The Contractor shall list in the Quote Form (PUR-F503) pursuant to Subsection 1 the name of a Subcontractor for each portion of the project that will be completed by him/her.
  3. A Contractor whose quote is accepted, shall not substitute any person for a Subcontractor who is named on the Quote Form (PUR-F503), unless:
    - a. The Owner objects to the Subcontractor, requests in writing a change in the Subcontractor and pays any increase in costs resulting from the change; or
    - b. The substitution is approved by the Owner and:
      1. The Subcontractor, after having a reasonable opportunity, fails or refuses to execute a written contract with the Contractor, which was offered to the Subcontractor with the same terms and conditions that all other Subcontractors on the project were offered; or
      2. The named Subcontractor files for bankruptcy or becomes insolvent; or
      3. The named Subcontractor fails or refuses to perform subcontract within a reasonable time.

## **8. MANDATORY DRUG TESTING PROGRAM**

- A. In order to be eligible to perform work on WCSD construction projects all Contractors who will work on such projects must have a current and valid Drug and Alcohol Policy that is applicable to all workers who will be employed on those projects regardless of tier. This requirement is a reasonable precaution to ensure a safe and drug-free environment on school construction projects that may involve workers being in relatively in close contact with students.
- B. The Policy must meet the minimum requirements as outlined in Exhibit 1. Each Contractor shall demonstrate compliance with this provision by signature on the Quote

Form that the Policy is in place, that it will be actively enforced, and that all workers who will be employed on WCSD projects will have undergone the pre-placement drug testing required by WCSD. The WCSD and/or the Prime Contractor is empowered to review Contractor records of enforcement of its Drug and Alcohol Policy at any time during the construction period up to and including completion of the project in order to determine whether the policy is in fact being enforced. The Contractor shall forthwith deliver to the WCSD any and all records requested to determine compliance with this Drug and Alcohol Policy requirement. Failure to maintain or rigorously enforce the policy or to timely respond to WCSD demands for production of records relating to the Drug and Alcohol Policy may result in termination of the project agreement at no cost to the WCSD.

- C. Refer to Washoe County School District Mandatory Drug and Testing Program Requirements – EXHIBIT 1.

## **EXHIBIT 1**

### **WASHOE COUNTY SCHOOL DISTRICT**

#### **MANDATORY DRUG AND ALCOHOL TESTING PROGRAM REQUIREMENTS**

In order to be eligible to perform work on WCSD construction projects, all Contractors who work on such projects must have a current and valid Drug and Alcohol Policy that meets the following minimum requirements:

1. A statement identifying prohibited conduct regarding employee drug and alcohol use. At a minimum, the policy should address the following areas of prohibited conduct:

- a. Alcohol

Possession of open containers use or being under the influence of alcohol by any employee during normal business hours including lunch breaks, while performing Contractor business, while operating Contractor vehicles or equipment or while on company premises is prohibited. Failure to pass an alcohol test will be grounds for disciplinary action up to and including termination.

- b. Illegal Drugs

The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited. Failure to pass a drug test will be grounds for disciplinary action up to and including termination.

- c. Legal Drugs

Except as provided below, use or being under the influence of any mood-altering legal drug by any employee while on company premises or while performing company

business is prohibited to the extent such use or influence may affect the safety of the employee, co-workers or the public, the employee's job performance or the safe or efficient operation of the Contractor.

An employee under the influence of a mood-altering legal drug has an obligation to inquire and determine whether the mood-altering legal drug he/she is taking may or will affect his/her ability to safely and efficiently perform his/her job duties. If the employee is using a mood-altering legal drug at the direction of a physician, dentist or other licensed practitioner, the employee is required to inform a designated company official. In compliance with the Americans with Disabilities Act (ADA), this policy does not require the employee, physician, dentist or other licensed practitioner to identify the name of the prescription drug or the medical condition for who it is prescribed. For the safety of all employees, the Contractor may place persons using such drugs in a less hazardous job assignment or place them on temporary medical leave until released as fit for duty by the prescribing physician, dentist or other licensed practitioner. An employee taking over-the-counter medications contrary to instructions provided by the manufacturer may be subject to disciplinary action up to and including termination.

d. Drug Paraphernalia

Employee possession of drug paraphernalia on the project site is strictly prohibited.

2. A statement requiring, at a minimum, the following types of drug and/or alcohol testing:

a. Pre-Placement Testing

Prior to the start of employment generally, or employment on any WCSD project, the Contractor must assure that any employee assigned to work on a WCSD project has previously completed a pre-placement drug test before the effective date of the project assignment. In the case of a newly hired employee, he/she must pass a pre-placement drug test prior to being allowed to work on a WCSD project.

b. Reasonable Suspicion Testing

Contractor will require a medical examination, breath test, blood test, and/or urinalysis when there is reasonable suspicion to believe that the employee is using drugs and/or alcohol at work or where circumstances or workplace conditions justify it.

c. Post- Accident Testing

Each employee will be tested for prohibited drugs and alcohol use as soon as possible after a reportable accident. Reportable accident is defined as any incident that results in an employee requiring medical treatment that results in the filing of a Workers Compensation claim, or property damage in excess of five hundred dollars (\$500.00). An employee shall not be relieved of duty pending the receipt of test results except

where there is reasonable evidence that alcohol or illegal drug use was a contributing factor as determined by the treating physician.

d. Return To Duty Testing and Follow-Up Testing

At the Contractor's discretion, employees in violation of the drug and alcohol policy will be subject to a return to duty policy as a condition of continued employment. In essence, this policy states that the Contractor may rehire or retain the employee in return for the employee's promise to remain alcohol and drug free on WCSD project sites, complete an evaluation by a licensed alcohol and drug counselor and follow all professional recommendations, provide a negative drug and/or alcohol test to return to duty and submit to follow-up testing on a random basis to confirm on-going policy compliance. This document will be kept in a confidential file belonging to the Contractor's agency.

3. A statement describing the procedures the Contractor will use to test for the presence of alcohol and controlled substances, protect the integrity of the testing processes, safeguard the validity of the test results and ensure that those results are attributed to the correct employee. To meet this requirement, the Contractor is encouraged to follow the Federal Substance Abuse and Mental Health Services Administration (SAMHSA) Drug and Alcohol Testing Guidelines (49 CFR Part 40). At a minimum, the employer must test for the following drugs of abuse:

- Marijuana
- Cocaine
- Opiates
- Amphetamines/Methamphetamines
- Phencyclidine (PCP)

- a. For the purpose of this policy, a positive drug test means that the employee has ingested a drug(s), which causes the employee's drug threshold level to be above the Federal Substance Abuse and Mental Health Services Administration (SAMHSA) Drug and Alcohol Testing Guidelines (49 CFR Part 40). For the purpose of this policy an employee whose breath/blood alcohol level is .04 or greater is considered to be in violation of the policy. It is recommended that blood alcohol testing only be used when an employee is medically unable to provide a breath alcohol sample.
4. A statement indicating the consequences for employees found to be in violation of the drug and alcohol policy. The Contractor's policy must outline the procedures the Contractor will follow to assure that the employee is fit to return to duty following a policy violation. At a minimum, an employee in violation of the Contractor's drug and alcohol policy must complete an evaluation by a licensed alcohol and drug counselor and follow all professional recommendations, provide a negative drug and/or alcohol test to return to duty and submit to follow-up testing on a random basis to confirm on-going policy compliance.

5. A statement indicating that actions taken under this policy will be confidential within the affected Contractor and employee. At a minimum, the Contractor must inform the employee that test results may be disclosed to another member of management on a need-to-know basis and to the employee upon request. Disclosures, without employee consent may also occur when: (A) the information is compelled by law or judicial or administrative process; (B) the information has been placed at issue in a formal dispute between the employer and the employee or job applicant; (C) the information is used in administering an employee benefit plan or other insurance program; (D) the information is needed by first-aid, safety, or medical personnel for the diagnosis or treatment of an employee who is unable/unwilling to authorize disclosure; (E) for review by the State Worker's Compensation Board or the State Unemployment Security Division in determining a pending claim; or (F) the information is compelled by federal officials investigating compliance with the Americans with Disabilities Act (ADA).
6. A statement indicating that all employees shall participate in a company-sponsored drug/alcohol awareness program. The program shall provide employees with information regarding: (A) the company's drug/alcohol free workplace policy; (B) available counseling, referral agencies and rehabilitation; and (C) the penalties imposed upon employees for violations of this policy.

Each Contractor shall ensure that all supervisors designated to supervise employees on a WCSD project complete a training course on reasonable suspicion testing. This training shall include information on the physical, behavioral, speech and performance indicators of probable employee alcohol or drug abuse and how to effectively intervene per Contractor policy.

7. A statement indicating that Subcontractors, Sub-tiered Contractors, vendors and their employees shall be required to cooperate with the Contractor's policy to achieve a drug/alcohol free workplace.

## END OF EXHIBIT 1

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## 9. ARTICLE 1.1 GENERAL PROVISIONS

Add the following at the end of Subparagraph 1.1.1:

In the event of any conflict among the Contract documents, the documents shall be construed according to the following priorities:

- |                   |   |
|-------------------|---|
| Highest Priority: | Modifications   |
| Second Priority:  | Agreement   |
| Third Priority:   | Addenda—later date to take precedence   |
| Fourth Priority:  | Supplementary General Conditions  |
| Fifth Priority:   | General Conditions  |
| Sixth Priority:   | Specifications with respect to quality and general performance of the Work  |
| Seventh Priority: | Drawings with respect to quantity of materials and general location of the Work. Detail drawings shall take precedence over small scale drawings. |

Add the following at the end of Subparagraph 1.2.1:

All Work mentioned or indicated in the Contract documents shall be performed by the Contractor as part of this Contract unless it is specifically indicated in the Contract documents that such Work is to be done by others. Should the Drawings or the Specifications disagree in themselves or with each other, the Contractor shall provide the better quality or greater quantity of work unless otherwise directed by written addendum to the Contractor.

Add the following to Subparagraph 1.2.2:

The Contractor and all Subcontractors shall refer to all of the Drawings, including those showing primarily the Work of the mechanical, electrical and other specialized trades, and to all of the Sections of the Specifications, and shall perform all Work reasonably inferable therefrom as being necessary to produce the indicated results.

Add new Subparagraphs 1.2.4 through 1.2.11 as follows:

- 1.2.4 All indications or notations which apply to one of a number of similar situations, materials or processes shall be deemed to apply to all such situations, materials or processes wherever they appear in the Work, except where a contrary result is clearly indicated by the Contract documents.
- 1.2.5 Where codes, standards, requirements and publications of public and private bodies are referred to in the Specifications, references shall be understood to be to the latest adopted version used to issue permits, except where otherwise



indicated.

- 1.2.6 Where no explicit quality or standards for materials or workmanship are established for Work, such Work is to be of good quality for the intended use and consistent with the quality of the surrounding Work and of the construction of the Project generally.
- 1.2.7 All manufactured articles, materials, and equipment shall be applied, installed, connected, erected, used, cleaned, and conditioned in accordance with the manufacturer's written or printed directions and instructions unless otherwise indicated in the Contract documents.
- 1.2.8 The Mechanical, Electrical and Fire Protection Drawings are diagrammatic only, and are not intended to precisely show the alignment, physical locations or configurations of such Work. Such Work shall be installed without additional cost to the Owner to clear all obstructions, permit proper clearances for the Work of other trades, and present an orderly appearance where exposed. Prior to beginning such Work, the Contractor shall prepare coordination drawings showing the exact alignment, physical location and configuration of the Mechanical, Electrical and Fire Protection installations and demonstrating to the Contractor's satisfaction that the installations will comply with the preceding sentence.
- 1.2.9 Exact locations of fixtures and outlets shall be obtained from the Architect as provided in Subparagraph 3.2.2 before the Work is roughed in; Work installed without such information from the Architect shall be relocated at the Contractor's expense.
- 1.2.10 Test boring or soil test information included with the Contract documents or otherwise made available to the Contractor was obtained by the Owner for use by the Architect in the design of the Project or Work. The Owner does not hold out such information to the Contractor as an accurate or approximate indication of subsurface conditions, and no claim for extra cost or extension of time resulting from reliance by the Contractor on such information shall be allowed except as provided in Subparagraph 15.1.8.
- 1.2.11 Where the Work is to fit with existing conditions or work to be performed by others, the Contractor shall fully and completely join the Work with such conditions or work, unless otherwise specified.

## **11. ARTICLE 3.1 CONTRACTOR**

Add the following to the end of 3.2.1:

If the Contractor proceeds with the Work without such notice to the Architect, having discovered such errors, inconsistencies or omissions, or if by reasonable

study of the Contract documents the Contractor could have discovered such, the Contractor shall bear all costs arising therefrom.

Add the following to the end of 3.2.2:

The Contractor shall give the Architect timely notice of any additional Drawings, Specifications, or instructions required to define the Work in greater detail or to permit the proper progress of the Work. The Contractor shall not proceed with any Work not clearly and consistently defined in detail in the Contract documents but shall request additional Drawings or instructions from the Architect. If the Contractor proceeds with such Work without obtaining further Drawings, Specifications or instructions, then the Contractor shall correct Work incorrectly done at the Contractor's own expense.

Add the following sentence to the end of Subparagraph 3.4.1:

The word "provide" shall mean furnish and install complete, including connections, unless otherwise specified.

Change the first sentence of Subparagraph 3.5.1 and delete the last (2) two sentences to read as follows:

The Contractor warrants that the materials and equipment furnished under the Contract will be new and of recent manufacture unless otherwise specified, and that all Work will be of good quality, free from faults and defects, and in conformance with the Contract documents.

Add new Subparagraphs 3.5.3 through 3.5.9 as follows:

- 3.5.3 The Contractor shall be responsible for determining that all materials furnished for the Work meet all requirements of the Contract documents. The Architect may require the Contractor to produce reasonable evidence that a material meets such requirements, such as certified reports of past tests by qualified testing laboratories, reports of studies by qualified experts, or other evidence which, in the opinion of the Architect, would lead to a reasonable certainty that any material used, or proposed to be used, in the Work meets the requirements of the Contract documents. All such data shall be furnished at the Contractor's expense. This provision shall not require the Contractor to pay for periodic testing of different batches of the same material, unless such testing is specifically required by the Contract documents to be performed at the Contractor's expense.
- 3.5.4 If the Contractor proposes to use a material which, while suitable for the intended use, deviates in any way from the detailed requirements of the Contract documents, the Contractor shall inform the Architect in writing of the nature of such deviations at the time the material is submitted for approval and shall

request written approval of the deviation from the requirements of the Contract documents.

- 3.5.5 In requesting approval of deviations or substitutions, the Contractor shall provide, upon request, evidence leading to a reasonable certainty that the proposed substitution or deviation will provide a quality of result at least equal to that otherwise attainable. If, in the opinion of the Architect, the evidence presented by the Contractor does not provide a sufficient basis for such reasonable certainty, the Architect may reject such substitution or deviation without further investigation.
- 3.5.6 The Contract documents are intended to produce a building of consistent character and quality of design. All components of the building including visible items of mechanical and electrical equipment have been selected to have a coordinated design in relation to the overall appearance of the building. The Architect shall judge the design and appearance of proposed substitutes based on their suitability in relation to the overall design of the Project, as well as for their intrinsic merits. The Architect will not approve as equal to materials specified proposed substitutes which, in the Architect's opinion, would be out of character, obtrusive, or otherwise inconsistent with the character of quality of design of the Project. In order to permit coordinated design of color and finishes the Contractor shall, if required by the Architect, furnish the substituted material in any color, finish, texture, or pattern which would have been available from the manufacturer originally specified, at no additional cost to the Owner.
- 3.5.7 Any additional cost, or any loss or damage arising from the substitution of any material or any method for those originally specified shall be borne by the Contractor, notwithstanding approval or acceptance of such substitution by the Owner or the Architect, unless such substitution was made at the written request or direction of the Owner or the Architect.
- 3.5.8 The warranty provided in this Paragraph 3.5 shall be in addition to and not in limitation of any other warranty required by the Contract documents or otherwise prescribed by law.
- 3.5.9 The Contractor shall procure and deliver to the Architect, no later than the date claimed by the Contractor as the date of Substantial Completion, all special warranties required by the Contract documents. Delivery by the Contractor shall constitute the Contractor's guarantee to the Owner that the warranty will be performed in accordance with its terms and conditions.

Change the title of Paragraph 3.9 to read "Superintendence."

Change the first sentence of Subparagraph 3.9.1 to read as follows:

The Contractor shall employ a competent superintendent, reasonably acceptable

to the Owner, and necessary assistants who shall be in attendance at the Project site full time during the progress of the Work until the date of Substantial Completion, and for such additional time thereafter as the Architect may determine to be necessary for the expeditious completion of the Work.

Add to end of Subparagraph 3.9.3 as follows:

The Contractor shall remove the superintendent if requested to do so in writing by the Owner and shall promptly replace him with a competent person reasonably acceptable to the Owner.

Add new Subparagraphs 3.9.4 through 3.9.7 as follows:

- 3.9.4 The Contractor shall retain a competent Registered Professional Engineer or Registered Land Surveyor, acceptable to the Architect, who shall establish the exterior lines and required elevations of all buildings and structures to be erected on the site and shall establish sufficient lines and grades for the construction of associated Work such as, but not limited to, roads, utilities and site grading. The Engineer or Land Surveyor shall certify as to the actual location of the constructed facilities in relation to property lines, building lines, easements, and other restrictive boundaries.
- 3.9.5 The Contractor shall establish the building grades, lines, levels, columns, walls and partition lines required by the various Subcontractors in laying out their Work.
- 3.9.6 The Contractor shall coordinate and supervise the Work performed by Subcontractors to the end that the Work is carried out without conflict between trades and so that no trade, at any time, causes delay to the general progress of the Work. The Contractor and all Subcontractors shall at all times afford each trade, any separate contractor, or the Owner, every reasonable opportunity for the installation of work and the storage of materials.
- 3.9.7 The Contractor shall arrange for and attend job meetings with the Architect and such other persons as the Architect may from time-to-time wish to have present. The Contractor shall be represented by a principal, project manager, general superintendent or other authorized main office representative, as well as by the Contractor's own superintendent. An authorized representative of any Subcontractor or Sub-Subcontractor shall attend such meetings if the representative's presence is requested by the Architect. Such representatives shall be empowered to make binding commitments on all matters to be discussed at such meetings, including costs, payments, change orders, time schedules, and manpower. Any notices required under the Contract may be served on such representatives.

Change Subparagraph 3.10.1 to read as follows:

3.10.1 The Contractor shall prepare and submit to the Architect a progress schedule as described in Subparagraphs 8.2.4 through 8.2.10.

Change Subparagraph 3.12.6 to read as follows:

3.12.6 By approving and submitting Shop Drawings, Product Data, Samples, and similar submittals the Contractor thereby represents that the Contractor has determined and verified all dimensions, quantities, field dimensions, relations to existing work, coordination with work to be installed later, coordination with information on previously accepted Shop Drawings, Product Data, Samples, or similar submittals and verification of compliance with all the requirements of the Contract documents. The accuracy of all such information is the responsibility of the Contractor. In reviewing Shop Drawings, Product Data, Samples, and similar submittals the Architect shall be entitled to rely upon the Contractor's representation that such information is correct and accurate.

Add the following at the end of Subparagraph 3.12.9:

Unless such written notice has been given, the Architect's approval of a resubmitted Shop Drawing, Product Data, Sample, or similar submittal shall not constitute approval of any changes not requested on the prior submittal.

Change Subparagraph 3.13 to read as follows:

The right of possession of the premises and the improvements made thereon by the Contractor shall remain at all times with the Owner. The Contractor's right to entry and use thereof arises solely from the permission granted by the Owner under the Contract documents. The Contractor shall confine the Contractor's apparatus, the storage of materials, and the operations of the Contractor's workmen to limits indicated by law, ordinances, the Contract documents and permits and/or directions of the Architect and shall not unreasonably encumber the premises with the Contractor's materials. The Owner shall not be liable to the Contractor, their Subcontractors, their employees or anyone else with respect to the conditions of the premises, except only for a condition caused directly and solely by the negligence of the Owner.

Add the following at the end of Subparagraph 3.15.1:

Immediately prior to the Architect's inspection for Substantial Completion, the Contractor shall completely clean the premises. Concrete and ceramic surfaces shall be cleaned and washed. Resilient coverings shall be cleaned. Woodwork shall be dusted and cleaned. Sash, fixtures and equipment shall be thoroughly cleaned. Stains, spots, dust, marks and smears shall be removed from all surfaces. Hardware and all metal surfaces shall be cleaned and polished. Glass

and plastic surfaces shall be thoroughly cleaned by professional window cleaners. All damaged, broken or scratched glass or plastic shall be replaced by the Contractor at the Contractor's expense.

## **12. ARTICLE 4.1 ADMINISTRATION OF THE CONTRACT**

In Subparagraph 4.2.7, add to the end of the first sentence:

“...and only to the extent which the Architect believes desirable to protect the Owner's interest.”

## **13. ARTICLE 8.1 TIME**

Added new Subparagraphs 8.1.5 through 8.1.11 as follows:

- 8.1.5 Within two (2) weeks after award of the Contract, the Contractor shall submit to the Architect a Progress Schedule showing for each class of work included in the Schedule of Values, the percentage completion to be obtained and the total dollar value of work to be completed as of the first of each month until Substantial Completion. All calculations shall be based on the Work in place, and not include the value of materials delivered, but not in place.
- 8.1.6 The Progress Schedule shall be based on an orderly progression of the Work, allowing adequate time for each operation (including adequate time for submission and review of submittals), and leading to a reasonable certainty of Substantial Completion by the date established in the Agreement. The Progress Schedule will be reviewed by the Architect for compliance with the requirements of this Article and will be accepted by the Architect or returned to the Contractor for revision and resubmittal. Unless specifically required by law, no payment under this Contract shall be due until the Progress Schedule has been approved by the Architect.
- 8.1.7 If in any Application for Payment the total value of the completed Work in place, as certified by the Architect, is less than 90% of the total value of the Work in place estimated in the Progress Schedule, the Owner may, at the Owner's option, require the Contractor to accelerate the progress of the Work without cost to the Owner by increasing the work force or hours of work, or by other reasonable means approved by the Architect.
- 8.1.8 If each of three (3) successive applications, as certified by the Architect, indicate that the actual Work completed is less than 90% of the values estimated in the Progress Schedule to be completed by the respective dates, the Owner may at the Owner's option, treat the Contractor's delinquency as a default justifying the action permitted under Paragraph 14.2.

8.1.9 If the Architect has determined that the Contractor should be permitted to extend the time for completion as provided in Paragraph 8.3, the calendar dates in the Progress Schedule shall be adjusted accordingly to retain the same relationship to the adjusted date of Substantial Completion, and the dollar value of Work to be completed as of the first of each month shall be prorated.

8.1.10 If the Contractor fails to submit any Application for Payment in any month, the Architect shall, for the purpose of this evaluation of progress, certify separately to the actual value of the Work in place completed as of the first of the month to the best of the Architect's knowledge.

8.1.11 Nothing herein shall limit the Owner's right to liquidated or other damages for delays by the Contractor or to any other remedy which the Owner may possess under other provisions of the Contract Documents or by law.

Change Subparagraph 8.3.3 and add new Subparagraph 8.3.4 as follows:

8.3.3 No claim for delay shall be allowed on account of failure of the Architect to furnish Drawings, Specifications or instructions or to return Shop Drawings or Samples until fifteen (15) days after receipt by the Architect by registered or certified mail of written demand for such instructions, Drawings, or Samples, and not then unless such claim be reasonable.

8.3.4 The Contractor hereby agrees that the Contractor shall have no claim for damages of any kind against the Owner or the Architect on account of any delay in the commencement of the Work and/or any delay or suspension of any portion of the Work, whether such delay is caused by the Owner, the Architect, or otherwise. The Contractor acknowledges that the Contractor's sole remedy for any such delay and/or suspension will be an extension of time as provided in this Article.

#### **14. ARTICLE 9.1 PAYMENTS AND COMPLETION**

Add at the end of the second sentence of Subparagraph 9.2:

"and shall be revised if later found by the Architect to be inaccurate."

Add new Subparagraph 9.3.4 as follows:

9.3.4 Each Application for Payment or periodic estimate requesting payment shall at the Owner's option be accompanied by: (1) a waiver of liens from each Subcontractor; or (2) a certificate from each Subcontractor stating that the Subcontractor has been paid all amounts due the Subcontractor on the basis of the previous periodic payment to the Contractor or else stating the amount not so paid and the reason for the discrepancy. In the event of any such discrepancy, the Contractor shall furnish the Contractor's own written explanation to the

Owner through the Architect. Such waiver or certificate shall be in a form acceptable to the Owner.

In Subparagraph 9.5.1, add the new item to the list of .1 through .7 as follows:

- .8 failure of mechanical trade or electrical trade Subcontractors to comply with mandatory requirements for maintaining record drawings. The Contractor shall check record drawings each month. Written confirmation that the record drawings are current will be required by the Architect before approval of the Contractor's monthly payment requisition.

Replace the second sentence of Subparagraph 9.10.2 with the following:

If the Contractor fails to furnish such releases or waivers, as the Owner reasonably requires, to satisfy the Owner that there are not outstanding liens, the Owner may require the Contractor, as a condition of final payment and at the Contractor's expense, to furnish a bond satisfactory to the Owner to indemnify the Owner against any such liens.

## **15. ARTICLE 10.1 PROTECTIONS OF PERSONS AND PROPERTY**

At the end of the Subparagraph 10.1, add the following:

"... including compliance with 29 CFR 1910.132, 1910.133, and 1910.134, and for providing a safe workplace and complying with all codes, bylaws, rules and regulations applicable to the construction site."

In Subparagraph 10.2.1.2 delete the word "and" at the end of the Subparagraph.

In Subparagraph 10.2.1.3 add the word "and" to the end of the Subparagraph.

In Subparagraph 10.2.1, add the new item to the list of .1 through .3 as follows:

- .4 any other property of the Owner, whether or not forming part of the Work, located at the site or adjacent thereto in areas to which the Contractor has access.

Add new Subparagraphs 10.2.9 through 10.2.12 as follows:

- 10.2.9 The Contractor shall provide and maintain in good operating condition suitable and adequate fire protection equipment and services and shall comply with all reasonable recommendations regarding fire protection made by the representatives of the fire insurance company carrying insurance on the Work or by the local Fire Chief or Fire Marshal. The area within the site limits shall be kept orderly and clean, and all combustible rubbish shall be promptly removed from the site.



10.2.10 The Contractor shall, at all times, protect excavations, trenches, buildings and materials, from rainwater, ground water, backup or leakage of sewers, drains and other piping, and from water of any other origin and shall remove promptly any accumulation of water. The Contractor shall provide and operate all pumps, piping and other equipment necessary to this end.

10.2.11 The Contractor shall remove snow and ice which might result in damage or delay.

10.2.12 During the progress of the Work and at all times prior to the date of Substantial Completion of occupancy of the Work by the Owner, whichever is earlier, the Contractor shall provide temporary heat, ventilation, and enclosure, adequate to permit the Work to proceed in a timely fashion, and to prevent damage to completed Work or Work in progress, or to materials stored on the premises. The permanent heating and ventilation systems may be used for these purposes when available unless otherwise provided in the Contract Documents.

#### **16. ARTICLE 11.3 PROPERTY INSURANCE**

Subparagraphs 11.2.2 through 11.5.2 shall be deleted in their entirety.

#### **17. ARTICLE 12.1 UNCOVERING AND CORRECTION OF WORK**

Add at the end of Subparagraph 12.2.1:

“...and any cost, loss, or damages to the Owner resulting from such failure or defect.”

#### **18. ARTICLE 13.1 MISCELLANEOUS PROVISIONS**

Change Subparagraph 13.4.4 to read as follows:

13.5.4 The Contractor shall obtain and deliver promptly to the Architect any occupancy permit and any certificates of final inspection of any part of the Contractor's work and operating permits for any mechanical apparatus, such as elevators, escalators, boilers, air compressors, etc., which may be required by law to permit full use and occupancy of the premises by the Owner. Receipt of such permits or certificates by the Architect shall be a condition precedent to Substantial Completion of the Work.

#### **19. ARTICLE 14.1 TERMINATION OF THE CONTRACT**

Delete “or” from end of Subparagraph 14.1.1.2

Delete Subparagraphs 14.1.1.4 in its entirety.

## **20. ARTICLE 15 CLAIMS AND DISPUTES**

Add the following sentence to the end of Subparagraph 15.1.3.1:

Any change or addition to a previously made Claim shall be made by timely written notice in accordance with this Subparagraph 15.1.3.1.

Delete the second sentence of Subparagraph 15.1.6.1 and substitute the following:

The Contractor shall have the burden of demonstrating the effect of the claimed delay on the Contract Time and shall furnish the Architect with such documentation relating theretos the Architect may reasonably require.

Add the following Subparagraph:

**15.1.6.3** Any extension of time for weather delays shall be considered by the Architect and Owner only when a request for such extension is made in writing by the Contractor and provided further that any such request shall be presented to the Architect or Owner within ten (10) days from the commencement of the period of delay.

Time extensions for weather will only be considered when both the number of reasonably anticipatable days of adverse weather **and** the average precipitation in a given month have been exceeded in accordance with the following table:

<b>Month</b>	<b># of Reasonable Anticipated Days of Weather per Month</b>	<b>Average Precipitation</b>
January	4	1.23
February	4	0.95
March	3	0.62
April	2	0.57
May	1	0.44
June	0	0.52
July	0	0.20
August	1	0.21
September	1	0.26
October	2	0.65
November	3	0.66
December	4	1.37

Monthly precipitation shall be gauged at the Reno/Tahoe International Airport station as posted on the Reno, WFO, Nevada (266791) website located at: <http://www.wrcc.dri.edu/cgi-bin/cliMAIN.pl?nv6791>.

Time extension requests for delays caused by additional adverse weather conditions will be evaluated individually. Inclement weather days in which no work is conducted at the project site will be considered by the Owner for full day time extensions. Inclement weather days in which any trade or worker perform work on the project will be considered by the Owner for a maximum of one-half ( $\frac{1}{2}$ ) daytime extension.

## SECTION 00820 - SPECIAL CONDITIONS

### 1. TIME OF COMPLETION

The physical work is to commence upon issuance of a Notice of Award and shall be completed on or before January 5, 2024.

### 2. EXAMINATION OF SITE

Contractor is requested to visit the project site, compare the Drawings and Specifications with any work in place, and be informed of all conditions, including the work, if any, being performed. Failure to visit the project site will in no way relieve the Contractor from necessity of furnishing any materials or performing any work in accordance with Drawings and Specifications that may be required to complete the work without additional cost to the Owner.

The Contractor shall call the project site and make arrangements for a time to visit. To review the existing premises, contact the Principal and/or Site Facilities Coordinator at the site(s). **Whenever at the site, be sure to check in at the front office.**

### 3. STORAGE

If available as determined by the Capital Projects Department, the Contractor may make arrangements with the Capital Projects Department for an area which the Contractor may use for storage of tools, equipment, and supplies while the project is in progress. Contractor to provide own storage unit for self and any Subcontractors.

### 4. UTILITIES

If available as determined by the Capital Projects Departments, the Contractor may make arrangements with the Capital Projects Department for the use of all water, electricity, lighting, and other utilities necessary for construction purposes. However, the Contractor shall furnish at his/her own expense any lines or equipment, or extensions necessary to bring utilities to construction areas.

### 5. TOILETS

If available as determined by the Capital Projects Department, the Contractor may make arrangements with the Capital Projects Department for toilets as necessary for use of workers. Toilets must be kept in sanitary condition and are the responsibility of the Contractor. Additional toilets may be required to be provided by the Contractor if weekend or after hour work is anticipated.

6. BUILDING CODES

All work in this project shall strictly comply with ordinances and laws, state and local, governing such construction in this locality.

Should the Drawings and/or Specifications in any way conflict with these ordinances and laws, the Contractor shall immediately notify the Owner.

7. WAGES

- a. Wage Rates - There are no wage requirements for this project.
- b. Nondiscrimination - In connection with the performance of the work under this Contract, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex. Such agreement shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontract for standard commercial supplies or raw materials. Any violation of these provisions by a Contractor or Subcontractor shall constitute a material breach of Contract.
- c. Occupational Safety and Health - All applicable provisions of NRS [Chapter 618](#) shall be incorporated in the construction practices for all employees directly engaged in the completion of this project.

Safety: In accordance with generally accepted construction practices, the Contractor will be solely and completely responsible for condition of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

The duty of the Engineer/Architect to conduct construction review of the Contractor's performance is not intended to include review of the adequacy of the Contractor's safety measures.

- d. Hours - No overtime or weekend work on the project will be performed without the written approval of the Owner or Owner's representative except in cases of emergency where life or property is in imminent danger. The Contractor may submit a request for overtime, weekend or holiday work to the Capital Projects Department for review and approval or denial, a minimum of one (1) week prior to such work. It shall be the Contractor's responsibility to pay, as a Deductive Change Order, any overtime costs associated with such work for WCSD personnel to open/close site, provide quality assurance and quality control for such work. WCSD has the right to reject any overtime, holiday or weekend work.

No person shall be employed for more than eight (8) hours in any one day or more than forty (40) hours in any one week without proper overtime compensation being paid.

During occupied periods, the Contractor can only work with the WCSD's permission. During these occupied periods, the Contractor will be responsible for the complete clean-up and weatherproofing of any work each day in order that the space can be utilized for its educational purpose the next day.

The cost of these "off" hours shall be included in the quote.

When School is **Not In Session**: From 7:00 am until 3:30 pm Monday through Friday the site will be available to the Contractor.

When School is **In Session**: From 3:30 pm until 11:00 pm Monday through Friday the site will be available to the Contractor.

- e. Employment – Contractors shall comply with NRS [Chapter 338.125](#) and [Chapter 338.130](#) inclusively. The Contractor expressly agrees to comply with the provisions of [Chapter 338.130](#) and further agrees that if those provisions are not complied, or any failure or refusal to comply with the provisions of [Chapter 338.130](#), shall render this Contract VOID.
- f. Statutes - All applicable provisions of NRS [Chapter 338](#) shall apply to this project and Contract and all Contractor and Subcontractors shall comply therewith.
- g. Workers' Compensation - Workers' Compensation premiums shall be paid as required by law for the duration of the Contract practices delineated under "Occupational Safety and Health" (NRS [Chapter 618](#)) and will be adhered to in all phases of construction.

## 8. PERMITS AND INSPECTIONS

- a. Since the project site is within Washoe County, City of Reno or City of Sparks, the Contractor shall secure a building permit and arrange for all inspections through the appropriate jurisdiction. WCSD is not exempt from the requirements of these authorities.
- b. Any fees charged by Washoe County, City of Reno or City of Sparks, for plan checking, permits and sewer hook-up will be paid by WCSD.
- c. The Contractor shall give all notices as required and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the Specifications and/or Drawings are at variance therewith, the Contractor shall notify the Owner promptly in writing, of any necessary changes in the work. If the Contractor performs any work knowing it to

be contrary to such laws, ordinances, rules and regulations, and without such notice to the Owner, the Contractor shall bear all costs arising therefrom.

- d. The Contractor shall notify the Owner when ready for final inspection.
- e. Final payment shall not be made until the original closed out permit for the work has been turned over to the Owner.

9. EMPLOYEE REGULATIONS

The Contractor shall at all times enforce strict discipline and good order among employees and shall not employ on the work any unfit person or anyone not skilled in the work assigned to him.

The Contractor shall ensure that each and every kind of work shall be performed by workmen, laborers, or mechanics especially skilled in the class of work (trade) required and that workmanship shall be of the best trade practice, regardless of the quality of materials.

The Contractor shall provide at all times sufficient and competent labor to carry on the work properly and ensure completion of each part in accordance with schedule and within the time agreed to.

An employee of the Contractor or Subcontractor, who is deemed incompetent, disorderly, or otherwise objectionable by the Owner, shall be removed promptly by the Contractor, and not reemployed on the work.

10. MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS

Wherever, in these specifications, a particular brand or make of item is specified, the Contractor shall comply strictly with the specifications and recommendations of that manufacturer as to the installation and/or application of that particular item.

11. REFERENCE TO SPECIFICATIONS AND TRADE NAMES

In these Specifications, wherever American Society for Testing Materials or other specifications or standards are mentioned it shall be understood that the materials or methods mentioned therewith shall conform to all requirements of the issue in effect on date of submission of quotes. In these specifications whenever the trade name of a product or the name of a product or the name of a manufacturer appears it shall be understood to specify the product so identified or its "Approved Equal." The words "Or Equal" or "Approved Equal" shall mean equal in the opinion of and approved by the Owner or its representative. Refer to requirements outlined in Section 01631 SUBSTITUTIONS.

12. NOTIFICATION TO CONTRACTOR OF WORK TO BE PERFORMED

After award of the quote, the project shall be initiated by a Notice of Award issued by the WCSD's Purchasing Department.

13. GUARANTEE

The Contractor shall guarantee all work and equipment provided under this Contract to be free from defects of workmanship and material for a period of **one (1) year** from the date of final acceptance of the work, which constitutes the issuance of a Notice of Substantial Completion and shall, at Contractor's own expense, repair and replace all defective work and materials.

14. QUALITY ASSURANCE

It shall be the Contractor's responsibility to use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work.

15. OTHER PROJECTS

The Contractor is hereby informed that other projects may be happening at the school/site at the same time as this project. The Contractor will make every effort to coordinate work with that of other Contractors.

16. EXISTING BUILDING AND CONDITIONS

During construction, it shall be the responsibility of the Contractor to take all reasonable precautions to preserve and protect surrounding buildings and property from damage of all kinds arising from the execution of this Contract. He/she shall repair and/or be responsible for any such damage at no additional cost to the Owner.

It is the Contractor's responsibility to identify and document any building or site damage that exists prior to the start of construction. If undocumented damage is discovered by the Owner that could have been caused as a result of the Contractor's presence it will be the Contractor's responsibility to repair the damage to the Owner's satisfaction without cost to the Owner. If the Contractor does not repair the damage to the Owner's satisfaction the Owner has the right after forty-eight (48) hours of written notification to repair the damage and process an Owner's Deductive Change Order for all expenses associated with the repair.

The Contractor shall provide temporary protective fencing or covering over any open trenching or excavation arising from the execution of this Contract, to keep out unauthorized persons, at no additional cost to the Owner.



The Contractor shall notify the Capital Projects Department's representative forty-eight (48) hours prior to any electrical shutdowns at the project site. Failure to do so could cause freezing and other damage due to shut down of the energy management system.

The Contractor shall bear all costs for damage resulting from any failure to notify designated parties.

The Contractor shall meet with the representative of the Capital Projects Department to establish limits of work and general ground rules. As school may be in session, all safety precautions will be rigidly enforced.

Contractor shall hire a qualified, properly Licensed Contractor to test all natural gas lines within area of work for leaks prior to the start of the project and at project completion. Note all gas leaks at the start of the project and report it to the Capital Projects Department's representative IMMEDIATELY. Contractor shall not proceed with work in area of any leaks until directed by the Capital Projects Department's representative. Gas line leaks at project completion shall be the responsibility of the Contractor and be repaired by a qualified, Licensed Contractor at no cost to the Owner.

Contractor shall assume that all exposed conduit that exists within the work area is fully functional and operational for all wiring that is within the conduit at the start of the project. If at any time during construction, operations utilizing this wiring fail or are disrupted, the Contractor shall be responsible for repairs to make the operations fully functional by a qualified, Licensed Contractor at no cost to the Owner.

#### 17. MATERIAL DISTURBANCE PERMIT

The Building Material Disturbance Permit (MDP) is a Washoe County School District (WCSD) document that identifies asbestos and lead site specific information, and it is issued by the Environmental, Safety & Assessment (ES&A) Department. A site-specific Material Disturbance Permit is required for each project. Each project and facility require a separate Material Disturbance Permit because each facility has specific information and direction regarding asbestos and lead, as each facility is different in that regard. The Material Disturbance Permit is to be requested by the Project Manager, or appointed District representative, in accordance with current Material Disturbance Permit requirements. No work can be done by a Contractor in WCSD without an MDP.

#### 18. WATER SYSTEM DISTURBANCE

Improper closing of valves and other improperly conducted disruptions to District facilities can result in cross connections and back siphoning of chemicals and other contaminants into the water supply. Since these disturbances are very important, the District has added a water system disturbance section to the Material Disturbance Permit (MDP). Work, as a part of this contract, may involve the disturbance of a facilities water distribution system and, as such, the contractor is required to comply with the Water System Disturbance Permit Appendix section of the Material, Water & Lead Disturbance Permit for any work impacting a facility water system.

The contractor shall carefully comply with all requirements of the Material, Water & Lead Disturbance Permit, and shall be aware of this process prior to bid preparation and any construction. The permit requirements are hereby made a part of this specification and contract to the same extent as if bound herein and shall apply to all contractors and subcontractors.

The contractor shall be responsible for all costs incurred by the Washoe County School District, including the consultant, sampling and testing, clean-up, replacement of effected equipment, materials, etc., and any legal action that may result from an unauthorized disturbance of a water system caused by the contractor or his subcontractors, resulting in a cross connection or backflow incident.

If Contractors have any questions regarding the requirements of the Water System Disturbance Permit, please call the ES&A Department for the Regulated Systems Compliance & Safety Officers at (775) 325-8491.

## 19. ASBESTOS

The Washoe County School District has approx. 60% of our facilities that contain asbestos-containing materials. Contractors performing disturbances to asbestos-containing materials must be properly licensed and trained per the EPA AHERA regulation, as well as other Federal, State, and Local regulations.

Since so many of the facilities contain asbestos, minor construction activities many times will involve disturbance of materials which contain asbestos. These projects may involve “small scale-short duration” asbestos disturbances also termed “Attachments & Penetrations” to non-friable materials. As a part of this contract, the successful contractor will be required to include Attachments & Penetrations into the scope of their work.

### a. Asbestos and the Material Disturbance Permit

The Contractor shall carefully comply with all the items of the Building Material Disturbance Permit (MDP) and shall review the permit and become familiar with its contents prior to bid preparation and any construction.

Once a Material Disturbance Permit Request is received for a specific project, building materials that have been identified as being disturbed during construction, and/or demolition, will have been tested for the presence of asbestos. These materials will be identified as asbestos-containing or non-asbestos-containing on the building Material Disturbance Permit(s) by the District’s AHERA Management Planner. The Material Disturbance Permit must be referred to before any work commences. No outside asbestos sampling of building materials, by the Contractor or a Contractor hired asbestos consultant, is allowed.

All asbestos-containing material must be handled by contractors and/or individuals trained and certified in the removal of asbestos-containing building materials. No asbestos-containing materials shall be disturbed prior to authorization from the owner. If any material is encountered that is not listed on the Material Disturbance Permit, it shall immediately be brought to the attention of the Project Manager before any work continues that might disturb this material. If any building material listed in the disturbance permit as containing asbestos is improperly disturbed, in the opinion of the District, by the Contractor or his sub-contractor/s, the District will immediately hire a third party asbestos consultant to investigate possible asbestos contamination, and an asbestos Contractor to perform any recommended clean-up.

The Contractor shall be responsible for all costs incurred by the District including the consultant, sampling and testing, clean-up, replacement of affected equipment, materials, etc., and any legal action that may result from an asbestos fiber release incident caused by the Contractor or his sub-contractors.

b. Asbestos Abatement (The removal of an asbestos material)

Attachments and Penetrations does not include the removal (other than drilling holes) of asbestos containing materials. Any removal of asbestos-containing materials is not an "Attachment and Penetration" activity, but rather an abatement, and any abatement of asbestos materials must be designed by an EPA AHERA certified Asbestos Project Designer. Any abatement project's design will be the responsibility of the District to design and provide abatement specifications. Asbestos abatement (Removal) must be conducted by an asbestos abatement contractor, which will be supervised by the District and/or a District hired asbestos abatement consultant. The abatement costs will be included into the scope of this project.

c. Asbestos – Attachments & Penetrations

Attachments & Penetrations, for the purpose of this document, is the drilling of holes, installing/removing screws, installing anchors, nails, and staples in non-friable asbestos-containing materials, in which the disturbance may release asbestos fibers. Attachments & Penetrations are minor disturbances that are normal activities such as installing conduits, mounting boxes or brackets, and removing equipment anchors from asbestos containing materials. The Material Disturbance Permit will identify which materials at a specific site can be disturbed, and the minimum requirements to perform an asbestos disturbance.

d. "Small Scale-Short Duration" – WCSD Attachment & Penetration Procedures

The WCSD Attachment & Penetration Procedures that the Contractor must utilize, when identified as being required in the MDP, are available from the Project Manager. The contractor shall submit their WCSD Attachment & Penetration

Procedures to the Project Manager. The Project Manager will submit the documents to the ES&A Department for approval.

The contractor can add additional requirements, but nothing required in the MDP and WCSD Attachment & Penetration Procedures may be omitted. The Contractor must submit their Attachment & Penetration Procedure to their Project Manager to get ES&A approval of these documents **prior to any disturbance.** The ES&A Department will notify the contractor upon approval of these documents.

Once the approval of the WCSD Attachment & Penetration Procedure and training certificates is received, the contractor may schedule the disturbance, but must notify the ES&A Department immediately prior to disturbing the asbestos-containing materials. The Contractor shall provide this notice by calling the ES&A Attachment & Penetration hotline at 325-8490, follow the directions, and leave a message. ES&A Department personnel, Project Managers, Assistant Project Managers/PCI's, and other district personnel may conduct site visits to ensure compliance with the contractor's submitted and approved procedures.

e. Asbestos Training Certificates – Abatement

Abatement of asbestos-containing materials, as allowed and identified in the Material Disturbance Permit, will be done by an Asbestos Abatement Contractor, with workers that have a minimum of 32-hour AHERA asbestos training (Asbestos Worker), and supervised by an abatement supervisor with 40 hour AHERA asbestos training (Contractor/Supervisor). Workers and supervisors must also get an annual refresher certificate if the original training is greater than one year old. Contractor training certificates will be submitted to the Project Manager at least two weeks prior to the start of the project. The ES&A Department will review the submitted training documentation, verify certificates as required, and approve the abatement workers and supervisors, so they can work on the assigned WCSD project. No one that has not been approved by the ES&A Department is authorized to perform any asbestos disturbances within the WCSD.

New workers added after the start of the project will be approved by the ES&A Department within one 8-hour work period of the standard Monday thru Friday work schedule. Certification submittal will be serviced by the ES&A Department on a first come, first served basis. Delays to review the documentation will be anticipated and taken into account on any abatement schedule developed, and asbestos workers and supervisors will not be allowed to work in any way on that project until their documentation has been reviewed and approved.

f. Asbestos Training Certificates – Attachment & Penetration

Contractors performing "Attachment & Penetration" work on non-friable asbestos-

containing materials, as allowed and identified in the Material Disturbance Permit, will be required to have a minimum of 16 hours of AHERA asbestos training (Operations & Maintenance, or O&M), as well as an annual refresher certificate if the original training is greater than one year old. Contractor training certificates will be submitted to the Project Manager at least two weeks prior to the start of the project. The ES&A Department will review the submitted training documentation, verify certificates as required, and approve the Attachment & Penetration technicians, so they can work on the assigned WCSD project. No one that has not been approved by the ES&A Department is authorized to perform any asbestos disturbances within the WCSD.

New workers added after the start of the project will be approved by the ES&A Department within one 8-hour work period of the standard Monday thru Friday work schedule. Certification submittal will be serviced by the ES&A Department on a first come, first served basis. Delays to review the documentation will be anticipated and taken into account on any Attachment & Penetration schedule developed, and Attachment & Penetration technicians will not be allowed to work in any way on that project until their documentation has been reviewed and approved.

g. Asbestos Air Sampling, Respiratory Protection, and Protective Suits

Asbestos personal air sampling is required during any asbestos disturbance. Asbestos air sampling results will be supplied to the ES&A Department, and the Project Manager, within 48 hours of the completion of a disturbance. Laboratory results will be emailed directly to the ES&A Department from the laboratory providing analysis. Handwritten results will not be allowed. Regardless of air sampling results, Contractors will not be allowed to submit a Negative Exposure Assessment so that they can discontinue the use of respirators and personal protective suits. The District reserves the right to require this requirement, to reduce the long-term exposure liability from Contractors and their workers, which have disturbed this owner's asbestos materials.

If training certificates are issued for a class, those training certificates need to be submitted. Wallet cards will not be accepted as a training certificates unless no training certificate is provided by the training provider. In order for a wallet card to be accepted, the contractor will supply a letter from the training provider stating that no training certificate was provided, and only wallet cards were supplied to attendees. Wallet cards are less desirable due to their small size and mitigate the ability to clearly read and verify all the information on the card. Contractors are encouraged to request a full size 8 ½" x 11" training certificate from their training providers.

If Contractors have any questions regarding the requirements of this asbestos section, please call:

John P. Nolan  
Environmental, Safety, and Assessment Director  
Capital Projects & Planning  
Nevada Licensed Asbestos Project Designer, Inspector/Management Planner, & Monitor  
US EPA Certified Risk Assessor  
Washoe County School District  
Phone: 775-325-8492

20. LEAD PAINTS, COATINGS, CERAMIC TILE, AND LEAD-CONTAINING MATERIALS IN WCSD FACILITIES

- a. Lead-containing paints, coatings, ceramic tile, and lead materials are present in WCSD facilities.

Bidders/Contractors that disturb lead-containing or potentially lead-containing paints, coatings, ceramic tile, and lead-containing materials, by law, are required to know all applicable regulations, and comply with all state and federal regulations that apply to the disturbances to lead-containing paints, coatings, ceramic tile, and lead-containing materials they are conducting. The regulations that are recommended by the District for a contractor to be properly trained and knowledgeable related to lead disturbances, includes, but is not limited to, the following:

OSHA Regulation CFR 1926.62 – Lead & Appendix A, B, C, & D – Lead Construction Standard.

OSHA Regulation CFR 1910. 1025 - Lead & Appendix A, B, C, & D – General Industry Standard.

EPA, 40 CFR Part 745 – Lead; Renovation, Repair, and Painting Regulation.

- b. Lead and the Material Disturbance Permit

The Contractor shall carefully comply with all items of the Building Material Disturbance Permit (MDP) and shall review the permit and become familiar with its contents prior to bid preparation and any construction.

Once a Material Disturbance Permit request is received for a specific project, building materials that have been identified as being disturbed during construction, and/or demolition, will have been tested for the presence of lead. These materials will be identified as lead-containing or not lead-containing on the building Material Disturbance Permit(s) by the District's ES&A Staff. The Material Disturbance Permit must be referred to before any work commences. **No outside lead sampling of building materials, by the Contractor or a**

**Contractor hired lead consultant, is allowed.**

All lead-containing materials must be handled by contractors and/or individuals trained and certified to perform lead disturbances. No lead-containing materials shall be disturbed prior to authorization from the owner. If any building material listed in the disturbance permit as lead-containing are improperly disturbed, in the opinion of the District, by the Contractor or his sub-contractor, the District will immediately hire a third party lead consultant to investigate possible lead contamination, and a lead removal Contractor to perform any recommended clean-up.

The Contractor shall be responsible for all costs incurred by the District, including the consultant, sampling and testing, clean-up, replacement of the affected equipment, materials, etc., and any legal action that may result from a lead contamination incident caused by the Contractor or his sub-contractors.

Bidders/Contractors accept and acknowledge, by signing the Material Disturbance Permit, the existence of lead related regulations, and accept all liability related to the disturbance of lead-containing materials, citations resulting from, or any other costs the District may incur by the action of all parties of the bidders company or companies hired by the successful bidder to complete this project.

c. Construction Age of Buildings in the District

At the conception of adding lead information to MDP's, it was thought that lead-containing paints, coatings, and ceramic tile were much more likely to be present on more surfaces in the District's older facilities. However, recent sampling has shown lead containing paints, coatings and ceramic tiles DO routinely exist, even in our newest facilities. Due to that finding, the age of buildings is not as important as was originally thought. We are still providing construction date information in MDP's because lead-based paint >5000 ppm is much less likely in facilities built after 1978.

d. Pre – 1978 WCSD Buildings

Paint and coating sampling have shown that paints and coatings contain some levels of lead in the Districts' Pre-1978 facilities. Therefore, all persons performing any disturbance to coatings or paints in our pre-1978 constructed facilities must utilize lead safe work practices. In addition, any person performing any disturbance to paints, coatings, ceramic tile, and lead-containing materials must have taken an OSHA lead action level training class from a WCSD ES&A Department approved training provider. If identified as lead-containing, the Contractor will be required to perform all disturbances as per the MDP, WCSD provided lead specification, and all local, state, and federal regulations.

e. Post – 1978 WCSD Buildings

While it was originally thought that paints and coatings on materials other than metal surfaces and ceramic tile typically did not contain lead in WCSD post – 1978 constructed facilities, sampling has shown that is not the case. The MDP will provide specific historical sampling that has been conducted in the District facilities.

If past sampling has shown the presence of lead-containing paints and coatings in the facility, the Contractor will be required to treat all painted and coated surfaces as lead-containing. If identified as lead-containing, the Contractor will be required to perform all disturbances as per the MDP, WCSD provided lead specification, and all local, state, and federal regulations.

The MDP will state all buildings identified above were constructed after 1978. While it was originally thought that paints, coatings and ceramic wall tile are less likely to contain lead in newer WCSD facilities, recent sampling has shown lead-containing paints, coatings, and ceramic tiles DO routinely exist, even in our newest facilities. Due to that finding, Contractors must treat all paints, coatings, and ceramic tile as lead-containing unless WCSD project sampling has proven otherwise, and it will be deemed negative within the MDP and the project scope.

**The Bidder/Contractor must comply with all lead-containing or assumed lead-containing paint and coating disturbance instructions and requirements listed in the MDP, District provided lead specifications, and all local, state, and federal regulations, unless the material has been proven, to the satisfaction of the District, that said materials do not contain lead.**

f. Lead Removal (The removal of a lead-containing material)

Attachments and Penetrations does not include any removal, demo, welding, sanding, abrading, sandblasting, cutting, grinding, heating, and torch cutting of lead-containing materials, and is not an “Attachment and Penetration” disturbance. These activities must be designed by an EPA Certified Lead Consultant. The project’s design for the above-listed activities will be the responsibility of the District to design and provide the specs as a part of this bid package. Lead activities listed above must be conducted by a lead removal contractor, which will be supervised by the District and/or District hired EPA Certified Lead Consultant. The lead activities costs will be included into the scope of each project.

g. Lead Attachments & Penetrations

Attachments & penetrations, for the purpose of this document, is the drilling of holes, installing/removing screws, installing anchors, nails, and staples, in which the disturbance may release lead dust. Attachments and Penetrations are minor disturbances that are normal activities such as installing conduits, mounting boxes or brackets, and removing equipment anchors from lead-containing materials. The Material Disturbance Permit will identify which materials at a



specific site can be disturbed, and the minimum requirements to perform a lead disturbance.

h. Lead Safe Work Practices – WCSD Attachment & Penetration Procedures

The WCSD Attachment & Penetration Procedures that the Contractor must utilize, when identified as being required in the MDP, are available from the Project Manager. The contractor shall submit their WCSD Attachment & Penetration Procedures to the Project Manager. The Project Manager will submit the documents to the ES&A Department for approval.

The contractor can add additional requirements, but nothing required in the MDP and WCSD Attachment & Penetration Procedures may be omitted. The Contractor must submit their Attachment & Penetration Procedure to their Project Manager to get ES&A approval of these documents **prior to any disturbance.** The ES&A Department will notify the contractor upon approval of these documents.

Once the approval of the WCSD Attachment & Penetration Procedure and training certificates is received, the contractor may schedule the disturbance, but must notify the ES&A Department immediately prior to disturbing the lead-containing materials. The Contractor shall provide this notice by calling the ES&A Attachment & Penetration hotline at 325-8490, follow the directions, and leave a message. ES&A Department personnel, Project Managers, Assistant Project Managers/PCI's, and other district personnel may conduct site visits to ensure compliance with the contractor's submitted and approved procedures.

i. Lead Training Certificates – Removal and Attachments & Penetrations

The health and safety of all occupants of the WCSD facilities is the number one priority of the District. To that end, technicians performing disturbances to lead-containing materials must have adequate training. Contractors performing lead disturbances, as allowed and identified in the Material Disturbance Permit, will be required to have a minimum of "OSHA Lead Action Level" training, as well as an annual OSHA Lead Action Level training certificate if the original training is greater than one year old, before being approved to perform lead disturbances. OSHA Lead Action Level training will be conducted in accordance with OSHA 1926.62(l)(2)(i) thru (viii) and all required topics identified in this standard will be completed to include:

- 1926.62(l)(2)(i) The content of this standard and its appendices;
- 1926.62(l)(2)(ii) The specific nature of the operations which could result in exposure to lead above the action level;
- 1926.62(l)(2)(iii) The purpose, proper selection, fitting, use, and limitations of respirators;

- 1926.62(l)(2)(iv) The purpose and a description of the medical surveillance program, and the medical removal protection program including information concerning the adverse health effects associated with excessive exposure to lead (with particular attention to the adverse reproductive effects on both males and females and hazards to the fetus and additional precautions for employees who are pregnant);
- 1926.62(l)(2)(v) The engineering controls and work practices associated with the employee's job assignment including training of employees to follow relevant good work practices described in Appendix B of this section;
- 1926.62(l)(2)(vi) The contents of any compliance plan in effect;
- 1926.62(l)(2)(vii) Instructions to employees that chelating agents should not routinely be used to remove lead from their bodies and should not be used at all except under the direction of a licensed physician; and
- 1926.62(l)(2)(viii) The employee's right of access to records under 29 CFR 1910.20.

Certificates of Training showing that technicians have successfully completed an OSHA Lead Action Level course and are required to be properly submitted and approved by the District's ES&A Department prior to any Contractor's technician performing any disturbances to lead-containing or assumed lead-containing paints or coatings, or any other lead-containing materials. The training certificate must have "OSHA Lead Action Level Training" clearly identified on the training certificate and should have a sentence that states that the training topics covered in the class meet or exceed the training topics of OSHA 1926.62(l)(2)(i) thru (viii).

If training certificates are issued for a class, those training certificates need to be submitted. Wallet cards will not be accepted as a training certificates unless no training certificate is provided by the training provider. In order for a wallet card to be accepted, the contractor will supply a letter from the training provider stating that no training certificate was provided, and only wallet cards were supplied to attendees. Wallet cards are less desirable due to their small size and mitigate the ability to clearly read and verify all the information on the card. Contractors are encouraged to request a full size 8 ½" x 11" training certificate from their training providers.

It is important that Contractor's planning on doing the lead work within the District become familiar with the lead training requirements, and spend the time confirming that the lead classes being taken are truly an OSHA Lead Action Level course, and not a lead awareness course as identified above. Many training providers have differing training class titles on their lead classes, but only training certificates that are noted as above will be accepted to fulfill the listed District's training requirements. Contractors requiring training are responsible in providing the training providers a clear understanding of what training is required.

Full Lead worker initial and annual training certificates that comply with adjacent state requirements for lead worker certification, will be accepted in lieu of the

OSHA Lead Action Level training certificate, as long as they are titled “Lead Worker” and then accompanied with a letter from the training provider certifying that the topics identified in OSHA 1926.62(l)(2)(i) thru (viii) were covered in that class. Contractors are responsible with ensuring and verifying training certificates meet the above listed requirements. Training certificates that do not have “OSHA Lead Action Level or Lead Worker” will not be accepted or submitted.

Contractor training certificates will be submitted to the Project Manager at least two weeks prior to the start of the project. The ES&A Department will review the submitted training documentation and must pre-approve workers so they can work on the assigned WCSD project. No one that has not been approved by the ES&A Department is authorized to perform any lead disturbances.

New workers added after the start of the project will be approved by the ES&A Department within one 8-hour work period of the standard Monday thru Friday work schedule. Certification submittal will be serviced by the ES&A Department on a first come, first served basis. Delays to review the documentation will be anticipated and taken into account on any Removal or Attachment & Penetration schedule developed, and Removal and/or Attachment & Penetration technicians will not be allowed to work in any way on that project until their documentation has been reviewed and approved.

j. Renovation, Repair & Painting Regulations (RR&P) - 40 CFR Part 745.81

Effective April 22, 2010, contractors will be required to be trained and registered with the EPA to conduct regulation applicable renovations, repairs and painting (RR&P) in all **elementary schools or child occupied District facilities constructed prior to 1978 when lead-based paints and coatings are being disturbed**. Contractors are reminded that there are some childcare facilities in middle and high school locations, and the RR&P would apply at those locations as outlined in the RR&P regulation requirements. <http://www.epa.gov/lead/pubs/steps.pdf>

In general, all firms that disturb 6 square feet of **lead-based** painted surface per room on the interior, or 20 square feet on the exterior, within a 30-day period in **this** facility, must comply with the EPA's Renovation, Repair and Painting (RR&P) regulation **and** must be registered with the federal EPA. Per the Regulation, the area of disturbance is calculated, by adding up the entire surface areas being removed/disturbed, which then determines the amount of painted surface area disturbed. Work that involves window replacement or demolition of a painted surface, the EPA RR&P regulation applies regardless of size if lead-based paint is present.

The District requires all workers in RR&P projects involving lead disturbances to have, at a minimum, OSHA lead action level training. This regulation also requires

that the contractor must assign an EPA RR&P certified renovator that is responsible for ensuring and documenting all work is conducted in compliance with the EPA RR&P regulation. There are extensive record keeping and notification requirements that the Contractor must perform. All workers with the minimum OSHA lead action level training, but are not EPA RR&P certified renovator trained, must be trained and supervised by the EPA RR&P certified renovator.

On a RR&P project, Contractors must have a minimum of one EPA RR&P certified renovator on-site that has successfully attended and passed a 8-hour EPA accredited renovator training course before working in any elementary schools or child occupied District facilities constructed prior to 1978. The renovator's training certification must remain current. Recertification requirements through the attendance of refresher courses are a requirement of this regulation. The renovator must be on-site throughout the project. The certified renovator is responsible for ensuring that lead safe work practices are utilized per this EPA RR&P regulation, as well as per all District lead requirements and policies that may be more stringent than the EPA and OSHA regulations.

The EPA RR&P regulation requires that personnel disturbing lead containing materials utilize lead safe work practices as identified in the EPA guidance document titled **“steps to lead safe renovation, repair and painting”, pages 12 thru 23.** This document is available electronically at <http://www.epa.gov/lead/pubs/steps.pdf>. The contractor shall submit lead safe work practice procedures, and all RR&P and OSHA lead action level training certificates to the Project Manager at least two weeks prior to the start of the project. The ES&A Department will review the submitted training documentation and must pre-approve workers so they can work on the assigned WCSD project. No one that has not been approved by the ES&A Department is authorized to perform any lead disturbances.

New workers added after the start of the project will be approved by the ES&A Department within one 8-hour work period of the standard Monday thru Friday work schedule. Certification submittal will be serviced by the ES&A Department on a first come, first served basis. Delays to review the documentation will be anticipated and taken into account on any RR&P project schedule developed, and EPA RR&P certified renovators and workers will not be allowed to work in any way on that project until their documentation has been reviewed and approved.

This is a general overview of the regulation, and the contractor must refer to the regulation for additional requirements and information. Fines are expensive and are levied toward the Contractor not the owner, so compliance with this regulation is very important, and it is important that Bidders/Contractors are well versed in this regulation.

k. Lead Air Sampling, Respiratory Protection and Protective Suits

Lead personal air sampling is required during any lead disturbance. Lead air sampling results will be supplied to the ES&A Department, and the Project Manager, within 48 hours of the completion of a disturbance. Laboratory results will be emailed directly to the ES&A Department from the laboratory providing analysis. Handwritten results will not be allowed. Regardless of air sampling results, Contractors will not be allowed to submit a Negative Exposure Assessment so that they can discontinue the use of respirators and personal protective suits. The District reserves the right to require this requirement, to reduce the long-term exposure liability from Contractors and their workers, which have disturbed this owner's lead materials.

If Contractors have any questions regarding the requirements of this lead section, please call:

John P. Nolan  
Environmental, Safety, and Assessment Director  
Capital Projects & Planning  
Nevada Licensed Asbestos Project Designer, Inspector/Management Planner, & Monitor  
US EPA Certified Risk Assessor  
Washoe County School District  
Phone: 775-325-8492

21. INDOOR ENVIRONMENTAL QUALITY

Preventative job site practices will reduce the potential for residual problems with indoor air quality in completed buildings and reduce undue health risks for all workers. The following are the minimum standards required by the WCSD for on-site construction in the district.

a. Existing HVAC System:

When feasible, the HVAC system for the project area will be shut down for the duration of the project. If occupied spaces will be adversely affected by the shut-down of the system, construction area return registers should be sealed with polyethylene sheeting and secured as an alternative. Registers must be sealed prior to the start of work.

b. Separating Occupied Spaces From Non-Occupied:

Keep work areas separate from occupied spaces with polyethylene sheeting (or similar) if there are no other natural barriers in place OR in spaces where air exchange will occur around the barriers.

c. Ventilation:

During the installation of carpet, paints, furnishings and any other VOC emitting products, provide “spot” ventilation during application/installation and for at least 24 hours after the work is completed. In most cases, opening windows and doors will not be enough to effectively exhaust contaminants. It is recommended that an exhaust fan be used to pull polluted air out of the building. This can be accomplished by placing a fan in a window or door and temporarily sealing any opening around the fan with plastic. Additionally, a door or window at the opposite end of the room should be opened to allow fresh, outdoor air to flow across the work area and sweep polluted air out through the exhaust fan. As long as odors are present, the temporary exhaust ventilation must continue to operate. This may include nights and weekends as necessary. Ventilation should continue for a minimum of 24 hours after the completion of the project or until there are no more noticeable odors.

d. Construction Dust:

Minimize the amount of dust in the air and on surfaces. Examples include the use of vacuum assisted drywall sanding equipment and the use of vacuums instead of brooms to clean construction dust from floors.

e. After Hours Scheduling:

Schedule high dust generating operations or extreme noise generating activities for after normal working hours. (i.e. saw cutting, jack hammering) and install temporary barriers to confine dust as necessary.

f. Gasoline/Diesel Powered Equipment:

Electric powered equipment must be used in lieu of diesel or gasoline powered equipment. Gas and diesel equipment may not be used inside a WCSD building or near an outdoor fresh air building intake.

g. Material Safety Data Sheets (MSDS):

MSDS must be made be maintained onsite and made available upon request as required by federal law.

h. Construction Completion:

Prior to the occupancy of the building but after the installation of new furniture, carpet, etc., the building should be flushed with 100% outside air for one to three days.

i. Air Filters:

Replace all filtration media immediately at the conclusion of the job.

j. Monitoring Air Quality:

Indoor air quality monitoring will be conducted randomly throughout the project. Results and any recommendations will be communicated through the building inspector to construction management.

k. Pre-Construction Work Area Inspection:

Any overhead work including roof, the Contractor shall conduct a pre room condition walk through with WCSD Project Manager to determine the level of cleanliness that will be expected at completion of project. Contractor shall be responsible for cleaning all exposed surfaces within the facility beneath the work area. At the completion of the project, the Contractor shall clean all exposed surfaces within the facility beneath the aforementioned work area including but not limited to all shelving, duct, lighting, flooring, furniture, etc.

22. LOCK OUT TAG OUT (LOTO) PROCEDURE

Contractor will be responsible for the isolation and termination of all building systems that may be impacted by the scope of work within this bid. Contractor will coordinate all shut-down processes with the construction manager prior to any shutdowns up to and including Lock Out Tag Out procedures 24 hours prior to any shutdowns. WCSD will make the final determination of which systems and location shall be isolated. All Lock Out Tag Out will be performed at the main service panel.

## SECTION 00830 - TECHNICAL SPECIFICATIONS

### I. SUMMARY OF THE WORK:

The work shall include the furnishing of all labor, tools, equipment, material, transportation and the performance of all operations required for the **Replacement of Two (2) Water Heaters at Kendyl Depoali Middle School** at the site(s) and associated work as specified herein and shall include the cleanup and removal from the site(s) of all debris resulting from the operations performed. It shall also be the Contractor's responsibility to take all necessary safety precautions and to furnish barricades and/or other safety measures as required.

All work shall be performed in strict accordance with the requirements of these specifications and any and all appropriate state, county and local ordinances.

### II. LOCATION OF THE WORK:

The location(s) of the work and contact person(s) is:

**Kendyl Depoali Middle School  
9300 Wilbur May Parkway  
Reno, NV 89521  
Phone #: 775-852-6700  
Principal: Kendra Smith  
Site Facilities Coordinator: Javier Martinez**

The Contractor is urged to examine the site(s) and compare the existing conditions with that of the work outlined. No extra payment will be considered for work additional to that shown or noted if such work would have been apparent in an inspection of the premises.

To review the existing premises, contact the Principal and/or Site Facilities Coordinator at the site(s). **Whenever at the site, be sure to check in at the front office.**

At the above named site(s), school classes and other construction projects may or may not be taking place during the construction phase. It will require coordination between the school site(s), other vendors, and the WCSD's Capital Projects Department.

### III. QUESTIONS & CLARIFICATIONS:

For questions and clarifications regarding the Technical Specifications, Drawings, General Conditions, Special Conditions, Quoting and Contract Information contact the Purchasing Department at [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net). **All questions shall be submitted in writing via email by 4:30 pm (Local Time) on November 8, 2023.**



IV. MANUFACTURERS:

Manufacturers, types, model numbers and execution as detailed on the drawings.

V. ASBESTOS ASSESSMENT:

The Material, Water & Lead Disturbance Permit(s) are included in the Special Conditions section of the Specifications.

**WASHOE COUNTY SCHOOL DISTRICT**  
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**FACILITY AND MATERIAL LOCATION:** Depoali Middle School

**MDP #23-470**

**DESCRIPTION OF WORK TO BE PERFORMED:** Replace Failed Water Heater in the South Mechanical Room.

**IT IS THE RESPONSIBILITY OF THE CONTRACTOR/WORKER TO IDENTIFY MATERIAL TYPE PRIOR TO DISTURBANCE. ONLY MATERIALS LISTED ON THIS PERMIT MAY BE DISTURBED. ANY NEW MATERIAL DISCOVERED OR ANY MATERIAL WHOSE EXACT NATURE OR CHARACTER IS UNCERTAIN REQUIRES A NEW PERMIT PRIOR TO DISTURBANCE. ANY CITATIONS OR ASBESTOS/LEAD CONTAMINATION RESULTING FROM THE IMPROPER OR UNAUTHORIZED DISTURBANCE OF ASBESTOS OR LEAD MATERIALS IS SOLELY THE RESPONSIBILITY OF THE CONTRACTOR. A COPY OF THIS PERMIT MUST BE SIGNED BY THE CONTRACTOR AND SUBMITTED TO THE DISTRICT PRIOR TO STARTING THE PROJECT.**

**REFER TO THE MAP ON THE LAST PAGE OF THIS PERMIT FOR ADDITIONAL INFORMATION ON BLDG/ROOF AREA ALPHABETICAL IDENTIFICATION LETTERS BEING REFERRED TO IN THIS PERMIT. DO NOT USE ANY OTHER SOURCE TO DETERMINE WHAT AREAS ARE IDENTIFIED IN THIS PERMIT. THE BUILDING/ROOF IDENTIFICATION LETTERS USED IN THIS PERMIT MAY NOT NECESSARILY MATCH WHAT IS FOUND OR REFERENCED IN THE FIELD OR IN OTHER CONTRACT DOCUMENTS.**

<b>ITEM #1</b>	<b>MATERIAL DESCRIPTION: GYPSUM BOARD BUILDING SYSTEM</b>
AHERA MATERIAL NUMBER: M-01	CONTAINS ASBESTOS ?: NO
<b><u>MATERIAL DISTURBANCE INSTRUCTIONS:</u></b> THE SHEETROCK, JOINT COMPOUND, & TEXTURE HAS BEEN SAMPLED IN ACCORDANCE WITH AHERA AND ASTM PROTOCOLS AND DOES NOT CONTAIN ASBESTOS. OK TO DISTURB. COMPLETE SURVEY RESULTS AVAILABLE UPON REQUEST.	

<b>ITEM #2</b>	<b>MATERIAL DESCRIPTION: BLOCK/MORTAR</b>
AHERA MATERIAL NUMBER: M-02B	CONTAINS ASBESTOS ?: NO
<b><u>MATERIAL DISTURBANCE INSTRUCTIONS:</u></b> THE BLOCK/MORTAR HAS BEEN SAMPLED IN ACCORDANCE WITH AHERA AND ASTM PROTOCOLS AND DOES NOT CONTAIN ASBESTOS. OK TO DISTURB. COMPLETE SURVEY RESULTS AVAILABLE UPON REQUEST.	

<b>ITEM #3</b>	<b>MATERIAL DESCRIPTION: CONCRETE</b>
AHERA MATERIAL NUMBER: M-02C	CONTAINS ASBESTOS ?: <b>UNKNOWN</b>
<b><u>MATERIAL DISTURBANCE INSTRUCTIONS:</u></b> CONCRETE MAY CONTAIN ASBESTOS. CONTRACTOR MUST TREAT THIS MATERIAL AS ASBESTOS CONTAINING AND IN ACCORDANCE WITH ALL APPLICABLE REGULATIONS AND DISTRICT ASBESTOS MATERIAL DISTURBANCE REQUIREMENTS UNLESS THIS MATERIAL HAS BEEN PROPERLY SAMPLED BY THE DISTRICT TO DETERMINE IT DOES NOT CONTAIN ASBESTOS. IN ADDITION, ALL CONCRETE CONTAINS SILICA SO IF THE CONTRACTOR MUST DRILL, CUT, ABRASE, OR GRIND THIS MATERIAL, THE CONTRACTOR MUST ALSO COMPLY WITH THE FEDERAL SILICA REGULATION AND REQUIREMENTS.	

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<b>ITEM #4</b>	<b>MATERIAL DESCRIPTION: METAL BUILDING MATERIALS</b>	
AHERA MATERIAL NUMBER: M-03		CONTAINS ASBESTOS ?: NO – KNOWN NON-ACBM
<u>MATERIAL DISTURBANCE INSTRUCTIONS:</u> OK TO DISTURB.		

<b>ITEM #5</b>	<b>MATERIAL DESCRIPTION: WOOD BUILDING PRODUCTS</b>	
AHERA MATERIAL NUMBER: M-06		CONTAINS ASBESTOS ?: NO – KNOWN NON-ACBM
<u>MATERIAL DISTURBANCE INSTRUCTIONS:</u> OK TO DISTURB.		

<b>ITEM #6</b>	<b>MATERIAL DESCRIPTION: WOOD/METAL DOOR</b>	
AHERA MATERIAL NUMBER: M-08		CONTAINS ASBESTOS ?: UNKNOWN
<u>MATERIAL DISTURBANCE INSTRUCTIONS:</u> DO NOT DISTURB, AHERA ALLOWS NEW SCHOOLS BUILT AFTER 10/12/88 TO GET A LETTER FROM THE ARCHITECT OF RECORD THAT SAYS THAT TO THE BEST OF THEIR KNOWLEDGE, THAT ASBESTOS MATERIALS WERE NOT USED IN THE CONSTRUCTION OF THIS FACILITY. BASED UPON RECEIVING A LETTER AS NOTED ABOVE FOR THIS SCHOOL, THE DISTRICT IS ABLE TO SAY (FROM AN AHERA INSPECTION STANDPOINT) THAT NO KNOWN ASBESTOS MATERIALS ARE PRESENT IN THIS FACILITY. HOWEVER, IF ANY DEMOLITION OR MEASUREABLE DISTURBANCE OF ANY SUSPECT ASBESTOS CONSTRUCTION MATERIALS IN THIS SCHOOL IS REQUIRED, THOSE MATERIALS WILL NEED TO BE SAMPLED AND VERIFIED AS NON-ASBESTOS CONTAINING OR TREATED AS ASBESTOS CONTAINING PER THE NESHAPS REGULATION PRIOR TO ANY DEMOLITION OR MEASUREABLE DISTURBANCE. SUBMIT A SAMPLE REQUEST FOR ANY MATERIAL SLATED FOR ANY DEMOLITION OR MEASUREABLE DISTURBANCE.		

<b>ITEM #7</b>	<b>MATERIAL DESCRIPTION: CEILING TILE</b>	
AHERA MATERIAL NUMBER: M-09 & M-10		CONTAINS ASBESTOS ?: NO - SAMPLED
<u>MATERIAL DISTURBANCE INSTRUCTIONS:</u> THE CEILING TILE HAS BEEN SAMPLED IN ACCORDANCE WITH AHERA AND ASTM PROTOCOLS AND DOES NOT CONTAIN ASBESTOS. OK TO DISTURB. COMPLETE SURVEY RESULTS AVAILABLE UPON REQUEST.		

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<b>ITEM #8</b>	<b>MATERIAL DESCRIPTION: FLOOR TILE AND MASTIC</b>
AHERA MATERIAL NUMBER: M-12	CONTAINS ASBESTOS ?: NO
<p><u>MATERIAL DISTURBANCE INSTRUCTIONS:</u> THE FLOOR TILE AND MASTIC HAS BEEN SAMPLED IN ACCORDANCE WITH AHERA AND ASTM PROTOCOLS AND DOES NOT CONTAIN ASBESTOS. OK TO DISTURB. COMPLETE SURVEY RESULTS AVAILABLE UPON REQUEST.</p>	

<b>ITEM #9</b>	<b>MATERIAL DESCRIPTION: BASE COVE AND MASTIC</b>
AHERA MATERIAL NUMBER: M-13	CONTAINS ASBESTOS ?: NO
<p><u>MATERIAL DISTURBANCE INSTRUCTIONS:</u> THE BASE COVE AND MASTIC HAS BEEN SAMPLED IN ACCORDANCE WITH AHERA AND ASTM PROTOCOLS AND DOES NOT CONTAIN ASBESTOS. OK TO DISTURB. COMPLETE SURVEY RESULTS AVAILABLE UPON REQUEST.</p>	

<b>ITEM #10</b>	<b>MATERIAL DESCRIPTION: SHEET VINYL AND MASTIC</b>
AHERA MATERIAL NUMBER: M-14	CONTAINS ASBESTOS ?: UNKNOWN
<p><u>MATERIAL DISTURBANCE INSTRUCTIONS:</u> DO NOT DISTURB, AHERA ALLOWS NEW SCHOOLS BUILT AFTER 10/12/88 TO GET A LETTER FROM THE ARCHITECT OF RECORD THAT SAYS THAT TO THE BEST OF THEIR KNOWLEDGE, THAT ASBESTOS MATERIALS WERE NOT USED IN THE CONSTRUCTION OF THIS FACILITY. BASED UPON RECEIVING A LETTER AS NOTED ABOVE FOR THIS SCHOOL, THE DISTRICT IS ABLE TO SAY (FROM AN AHERA INSPECTION STANDPOINT) THAT NO KNOWN ASBESTOS MATERIALS ARE PRESENT IN THIS FACILITY. HOWEVER, IF ANY DEMOLITION OR MEASUREABLE DISTURBANCE OF ANY SUSPECT ASBESTOS CONSTRUCTION MATERIALS IN THIS SCHOOL IS REQUIRED, THOSE MATERIALS WILL NEED TO BE SAMPLED AND VERIFIED AS NON-ASBESTOS CONTAINING OR TREATED AS ASBESTOS CONTAINING PER THE NESHAPS REGULATION PRIOR TO ANY DEMOLITION OR MEASUREABLE DISTURBANCE. SUBMIT A SAMPLE REQUEST FOR ANY MATERIAL SLATED FOR ANY DEMOLITION OR MEASUREABLE DISTURBANCE.</p>	

<b>ITEM #11</b>	<b>MATERIAL DESCRIPTION: CARPET, CARPET TILE, AND MASTIC</b>
AHERA MATERIAL NUMBER: M-15	CONTAINS ASBESTOS ?: NO
<p><u>MATERIAL DISTURBANCE INSTRUCTIONS:</u> THE CARPET, CARPET TILE, AND MASTIC HAS BEEN SAMPLED IN ACCORDANCE WITH AHERA AND ASTM PROTOCOLS AND DOES NOT CONTAIN ASBESTOS. OK TO DISTURB. COMPLETE SURVEY RESULTS AVAILABLE UPON REQUEST.</p>	

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<b>ITEM #12</b>	<b>MATERIAL DESCRIPTION: CERAMIC TILE AND GROUT</b>
AHERA MATERIAL NUMBER: M-16	CONTAINS ASBESTOS ?: UNKNOWN
<p><u>MATERIAL DISTURBANCE INSTRUCTIONS:</u> DO NOT DISTURB, AHERA ALLOWS NEW SCHOOLS BUILT AFTER 10/12/88 TO GET A LETTER FROM THE ARCHITECT OF RECORD THAT SAYS THAT TO THE BEST OF THEIR KNOWLEDGE, THAT ASBESTOS MATERIALS WERE NOT USED IN THE CONSTRUCTION OF THIS FACILITY. BASED UPON RECEIVING A LETTER AS NOTED ABOVE FOR THIS SCHOOL, THE DISTRICT IS ABLE TO SAY (FROM AN AHERA INSPECTION STANDPOINT) THAT NO KNOWN ASBESTOS MATERIALS ARE PRESENT IN THIS FACILITY. HOWEVER, IF ANY DEMOLITION OR MEASUREABLE DISTURBANCE OF ANY SUSPECT ASBESTOS CONSTRUCTION MATERIALS IN THIS SCHOOL IS REQUIRED, THOSE MATERIALS WILL NEED TO BE SAMPLED AND VERIFIED AS NON-ASBESTOS CONTAINING OR TREATED AS ASBESTOS CONTAINING PER THE NESHAPS REGULATION PRIOR TO ANY DEMOLITION OR MEASUREABLE DISTURBANCE. SUBMIT A SAMPLE REQUEST FOR ANY MATERIAL SLATED FOR ANY DEMOLITION OR MEASUREABLE DISTURBANCE.</p>	

<b>ITEM #13</b>	<b>MATERIAL DESCRIPTION: FIBERGLASS BUILDING INSULATION</b>
AHERA MATERIAL NUMBER: M-17	CONTAINS ASBESTOS ?: NO – KNOWN NON-ACBM
<p><u>MATERIAL DISTURBANCE INSTRUCTIONS:</u> OK TO DISTURB.</p>	

<b>ITEM #14</b>	<b>MATERIAL DESCRIPTION: MISC. WALL BOARD</b>
AHERA MATERIAL NUMBER: M-19	CONTAINS ASBESTOS ?: UNKNOWN
<p><u>MATERIAL DISTURBANCE INSTRUCTIONS:</u> DO NOT DISTURB, AHERA ALLOWS NEW SCHOOLS BUILT AFTER 10/12/88 TO GET A LETTER FROM THE ARCHITECT OF RECORD THAT SAYS THAT TO THE BEST OF THEIR KNOWLEDGE, THAT ASBESTOS MATERIALS WERE NOT USED IN THE CONSTRUCTION OF THIS FACILITY. BASED UPON RECEIVING A LETTER AS NOTED ABOVE FOR THIS SCHOOL, THE DISTRICT IS ABLE TO SAY (FROM AN AHERA INSPECTION STANDPOINT) THAT NO KNOWN ASBESTOS MATERIALS ARE PRESENT IN THIS FACILITY. HOWEVER, IF ANY DEMOLITION OR MEASUREABLE DISTURBANCE OF ANY SUSPECT ASBESTOS CONSTRUCTION MATERIALS IN THIS SCHOOL IS REQUIRED, THOSE MATERIALS WILL NEED TO BE SAMPLED AND VERIFIED AS NON-ASBESTOS CONTAINING OR TREATED AS ASBESTOS CONTAINING PER THE NESHAPS REGULATION PRIOR TO ANY DEMOLITION OR MEASUREABLE DISTURBANCE. SUBMIT A SAMPLE REQUEST FOR ANY MATERIAL SLATED FOR ANY DEMOLITION OR MEASUREABLE DISTURBANCE.</p>	

<b>ITEM #15</b>	<b>MATERIAL DESCRIPTION: FIBERGLASS PIPE INSULATION</b>
AHERA MATERIAL NUMBER: T-41	CONTAINS ASBESTOS ?: NO
<p><u>MATERIAL DISTURBANCE INSTRUCTIONS:</u> THE FIBERGLASS PIPE INSULATION AND SHEATHING HAS BEEN SAMPLED IN ACCORDANCE WITH AHERA AND ASTM PROTOCOLS AND DOES NOT CONTAIN ASBESTOS. OK TO DISTURB. COMPLETE SURVEY RESULTS AVAILABLE UPON REQUEST.</p>	

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<b>ITEM #16</b>	<b>MATERIAL DESCRIPTION: PLUMBING/MECHANICAL GASKETS</b>
AHERA MATERIAL NUMBER: N/A	CONTAINS ASBESTOS ?: UNKNOWN
<p><b>MATERIAL DISTURBANCE INSTRUCTIONS:</b> DO NOT DISTURB, AHERA ALLOWS NEW SCHOOLS BUILT AFTER 10/12/88 TO GET A LETTER FROM THE ARCHITECT OF RECORD THAT SAYS THAT TO THE BEST OF THEIR KNOWLEDGE, THAT ASBESTOS MATERIALS WERE NOT USED IN THE CONSTRUCTION OF THIS FACILITY. BASED UPON RECEIVING A LETTER AS NOTED ABOVE FOR THIS SCHOOL, THE DISTRICT IS ABLE TO SAY (FROM AN AHERA INSPECTION STANDPOINT) THAT NO KNOWN ASBESTOS MATERIALS ARE PRESENT IN THIS FACILITY. HOWEVER, IF ANY DEMOLITION OR MEASUREABLE DISTURBANCE OF ANY SUSPECT ASBESTOS CONSTRUCTION MATERIALS IN THIS SCHOOL IS REQUIRED, THOSE MATERIALS WILL NEED TO BE SAMPLED AND VERIFIED AS NON-ASBESTOS CONTAINING OR TREATED AS ASBESTOS CONTAINING PER THE NESHAPS REGULATION PRIOR TO ANY DEMOLITION OR MEASUREABLE DISTURBANCE. SUBMIT A SAMPLE REQUEST FOR ANY MATERIAL SLATED FOR ANY DEMOLITION OR MEASUREABLE DISTURBANCE.</p>	

<b>ITEM #17</b>	<b>MATERIAL DESCRIPTION: ROOFING MATERIALS</b>
AHERA MATERIAL NUMBER: N/A	CONTAINS ASBESTOS ?: NO
<p><b>MATERIAL DISTURBANCE INSTRUCTIONS:</b> THE ROOFING MATERIALS AT THIS SCHOOL HAVE BEEN SURVEYED AND SAMPLED BY HMS. THE HMS SURVEY DATED 8/23/13 SHOWS THAT THE ROOFING MATERIALS AT THIS SCHOOL DO NOT CONTAIN ASBESTOS.</p>	

**NOTE: THE ASBESTOS MATERIAL DISTURBANCE INSTRUCTIONS LISTED ABOVE ARE BASED ON THE AHERA REGULATION. THERE MAY EXIST OTHER REGULATIONS THAT MAY BE MORE STRINGENT THEN THESE RECOMMENDATIONS. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO ENSURE COMPLIANCE WITH ALL REGULATIONS THAT ARE APPLICABLE TO THE DISTURBANCE OF ASBESTOS/LEAD CONTAINING MATERIALS. ASBESTOS IS A MICROSCOPIC FIBER AND THE CLEANING OF ASBESTOS DEBRIS MUST BE CONDUCTED TO A MICROSCOPIC LEVEL. IN THE EVENT THAT ANY VISIBLE DEBRIS IS DISCOVERED FROM A DISTURBANCE OR AIR SAMPLING RESULTS ARE NOT PROVIDED TO THE DISTRICT, THE DISTRICT WILL IMMEDIATELY HIRE A THIRD PARTY LEAD/ASBESTOS CONSULTANT TO INVESTIGATE POSSIBLE LEAD/ASBESTOS CONTAMINATION AND AN LEAD/ASBESTOS ABATEMENT CONTRACTOR TO PERFORM ANY RECOMMENDED CLEAN-UP. THE CONTRACTOR WILL BE REQUIRED TO REIMBURSE THE DISTRICT FOR ALL COSTS INCURRED. IF AIR MONITORING IS REQUIRED, AIR MONITORING MUST BE CONDUCTED THROUGHOUT THE PROJECT. AIR MONITORING RESULTS FAXED DIRECTLY FROM THE LAB TO THE ES&A DEPARTMENT @ 851-5695, WITHIN 48 HOURS OF THE DISTURBANCE**

DATE ISSUED: October 12, 2023

# **WASHOE COUNTY SCHOOL DISTRICT**

## **MATERIAL, WATER, AND LEAD DISTURBANCE PERMIT**

### **CONTINUATION PAGE – SCHOOL #352**

#### **Material Water & Lead Disturbance Permit, Water System Disturbance Permit Appendix Page #1**

Contractors, their sub-contractors or workers are responsible in completing all work without impacting the water quality of District facilities and the domestic water supplies which feed district facilities. This Water System Disturbance Permit identifies the minimum requirements that Contractors, their sub-contractors and all workers will utilize to perform disturbance to the Districts water systems.

The following general requirements shall apply to any person who will be disturbing a District water system. In addition, they must contact the Environmental, Safety and Assessment Department (ES&A Dept) prior to any disturbance at 325-8494. This phone number has an answering machine and can be accessed 24 hours a day. These disturbances will be logged in and documented by the ES&A department.

All requirements for isolation are designed to protect the facility's potable water source from existing as well as potential cross-connections and to prevent any backflow occurrences in the form of backpressure or backsiphonage. The Water Disturbance Procedures listed are not site or incident specific and great care must be taken by technicians during all valving and isolation activities within a facility to prevent a potential backflow occurrence. There may be additional requirements that must be utilized to prevent any cross-connection or backflow occurrence, and each entity performing the disturbance is responsible for ensuring none occur and utilizing any additional steps as necessary to ensure none result from the completion of this project.

Any costs to correct any cross-connections and/or any backflow occurrences that result from the performance of this project are solely the responsibility of the Contractor, their sub-contractor and workers and the signing of this ES&A Department Disturbance Permit on acknowledges and agrees to this requirement.

#### **FACILITY ISOLATION MINIMUM REQUIREMENTS**

##### **MECHANICAL ROOMS:**

When turning off or disrupting the water service to a mechanical room all applicable requirements below must be conducted per this permit

1. Remove all hoses from custodial faucets and bibs in location to be effected.
2. Shut down all boiler and chiller circulating pumps. Heating, Cooling and Domestic.
3. Shut down boiler, chiller and cooling tower if present.
4. Isolate boiler, cooling tower, chiller and relieve pressure from boiler.
5. Shut down hot water return pump, isolate any hot water heaters and turn off heating source.
6. Isolate domestic service to mechanical room.
7. Re-establish service to mechanical room in reverse order.

##### **BASIC WING:**

When turning off or disrupting the water service to a facility wing all applicable requirements below must be conducted per this permit

1. Remove all hoses from custodial, art and science faucets along with bibs in location to be effected.
2. Isolate all water utilizing chemical dispensers in location to be effected.
3. Shut down and isolate any water using equipment if applicable. Hot water heaters, domestic make ups for heat exchangers, photo labs, etc.
4. Isolate domestic cold water main to wing.
5. Re-establish service to wing in reverse order. Flush system at the end of each lateral to remove any and all foreign material and air.

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**Material Water & Lead Disturbance Permit, Water System Disturbance Permit Appendix Page #2**

**FACILITY:**

When turning off or disrupting the water service to a facility all applicable requirements below must be conducted per this permit. Turning off or disturbing the waters services to a facility should only be done as a last resort. If it is possible to isolate the area of disturbance without disrupting facilities entire water service that is the way the project is to be accomplished. This will also keep the contractor, his sub-contractors or workers from having to perform all the listed requirements.

1. Remove all hoses from custodial, art and science faucets along with bibs in entire facility.
2. Isolate mechanical room. See above requirements.
3. Isolate each individual wing where possible. See above requirements.
4. Isolate all irrigation laterals connected to the domestic potable water supply.
5. Isolate domestic cold water main at all locations present to allow as little drain back as possible.
6. Re-establish service to facility in reverse order. Flush system at the end of each lateral to remove any foreign material and air.



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**PAINTS AND COATINGS – Material Disturbance Permit Appendix - Lead in Paints and Coatings in WCSD Facilities**

**Lead containing paints and coating are present in WCSO facilities.** Bidders/Contractors that disturb lead containing or potentially lead containing paints or coatings, by law, are required to know all applicable regulations applicable and comply with all state and federal regulations that apply to the disturbances to lead paints and coating they are conducting. The regulations that requires by a contractor to be properly trained and knowledgeable, related to lead disturbance includes, but is not limited to the following:

- **OSHA Regulation CFR 1926.62 – Lead & Appendix A, B, C, & D – Lead Construction Standard.**
- **OSHA Regulation CFR 1910. 1025 - Lead & Appendix A, B, C, & D – General Industry Standard.**
- **EPA, 40 CFR Part 745 – Lead; Renovation, Repair, and Painting Regulation.**

**Bidders/Contractors accept and acknowledge by signing this Material Disturbance Permit, the existence of lead related regulations, and accept all liability related to the disturbance of lead containing materials, citation resulting from, or any other costs the District may incur by the action of all parties of the bidders company or companies hired by the successful bidder to complete this project.**

### CONSTRUCTION AGE OF BUILDINGS AT THIS FACILITY

Lead sampling has shown that lead containing paints, coatings and ceramic tiles DO routinely exist, even in our newest facilities even constructed after 1978. Since age does not determine the presence of lead, Contractors need the date a facility was constructed to determine if the RR&P rule applies. To that end, we are providing construction date information for RR&P applicability. There are 2 lead category's tables addressed in this lead portion of the permit: The category 1 table addresses buildings built before 1978 and Category 2 table addresses buildings built after 1978

LEAD CATEGORY #2	PAINTS, COATINGS & CERAMIC TILE IN BUILDINGS CONSTRUCTED AFTER 1978
CONTAINS LEAD?: YES/NO – for NO see Appendix 1	Buildings: “A”, “B”, & “C”
<p><b><u>Lead Containing or Assumed Lead Containing Paints and Coatings Disturbance Instructions</u></b></p> <p>If Project lead specific paints and coating sampling has been requested by the District Project Manager, and completed by the ES&amp;A department for this project, the results of that lead sampling are attached at the end of this permit. It is titled: <b>Project Specific Lead Sampling Results – Appendix #1.</b></p> <p>The Contractor <b><u>must</u></b> treat all paints and coating as lead containing in the buildings except any paints and coatings listed as lead free on <b>Appendix #1</b> (attached). For all other paints and coatings the Contractor must comply with all lead requirements. Contractor must plan and bid accordingly.</p> <p><b><u>OSHA Requirements</u></b></p> <p>All persons performing <u>any</u> disturbance to coatings or paints to paints and coating in and on the buildings listed above must have taken an OSHA lead action level training class from a WCSD, ES&amp;A department approved training provider, and utilize lead safe work practices. In addition, all work must be completed, as a minimum, utilizing the lead safe work practices identified in the EPA guidance document titled “steps to lead safe renovation, repair and painting”, pages 12 thru 23. This document is available electronically at the following link: <a href="http://www.epa.gov/lead/pubs/steps.pdf">HTTP://WWW.EPA.GOV/LEAD/PUBS/STEPS.PDF</a>.</p> <p><b><u>EPA Renovation, Repair and Painting Regulation (RR&amp;P) Requirements</u></b></p> <p>The Bldgs. listed above were constructed after 1978 so the EPA RR&amp;P rules does not apply to this/these listed buildings.</p>	
– CONTINUED SEE NEXT PAGE #9	

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<b>LEAD CATEGORY #2</b>	<b>PAINTS, COATINGS &amp; CERAMIC TILE IN BUILDINGS CONSTRUCTED BEFORE 1978</b>
CONTAINS LEAD?: <b>YES/NO – for NO see Appendix 1</b>	Building(s): <b>“A” “B”, &amp; “C”</b>
<p>– CONTINUED FROM PAGE #8</p> <p><b><u>WCSD Requirements</u></b></p> <p>In addition to regulatory requirements, the WCSD has requirements that must be met by the Contractor/Bidder. The contractor is responsible for submitting to the ES&amp;A department lead disturbance procedures that outline the lead safe work practices to be utilized and that procedure must comply with the Districts minimum lead disturbance requirements. The current minimum lead disturbance requirements, which will apply to this project, follow these tables.</p> <p>OSHA action level training and RR&amp;P training certification and RR&amp;P firm certification must be submitted to the project manager and they are to submit a copy to the ES&amp;A department. The ES&amp;A department must review, verify, and approve all required documentation <b>prior</b> to the contractor being able to perform any disturbance, so time for review must be taken into account when developing schedules. Once the ES&amp;A department has approved the procedures and training and firm certification, the contractor may proceed but they must notify the ES&amp;A department at 325-8490 of <b>any</b> paint/coating disturbance immediately disturbance prior to the disturbance. ES&amp;A department personnel, project managers and assistant project managers and other district personnel will spot check in the field, to ensure compliance with the contractors submitted and approved procedures. Refer to section listed below regarding lead sampling that may be available.</p>	

**A NOTE ABOUT SAMPLING AND SAMPLING REQUEST PROCEDURES**

Only approximately 20% of the paints and coatings in the District have been found to contain lead. The majority of white and off-white paints on sheetrock and block walls does not contain lead in facilities constructed after approx. 1990. Brighter or more colorful paints/coatings on any surface, or all paints and coatings on metals, are much more likely to be found to contain lead in all facilities. In addition, ceramic tile in any age facility is very likely to contain lead. It is highly recommended that sampling be done to confirm lead content unless time does not allow a delay for processing samples through the WCSD ES&A department. If paints and coatings are not sampled, all paints and coatings must be assumed to be lead containing, above 5000 parts per million (lead based), and treated in accordance with all lead regulations, lead specifications, and requirements identified in this permit.

The process to request lead sampling is for anyone requiring sampling to submit through their project's Project Manager. The designated WCSD Project Manager will submit the required sampling forms, and sampling will be coordinated by the ES&A department. A minimum of 10 days will be allowed before sampling results are provided to the Project Manager for them to be distributed to all interested parties. All lead sampling must be processed through the ES&A department, and sampled by ES&A approved and trained lead professionals.

**If** project lead specific paints and coatings sampling has been requested by the District Project Manager, and completed by the ES&A department, the results of that lead sampling will be attached at the end of this permit. It will be titled: **Project Specific Lead Sampling Results – Appendix #1**. If there is no Project Specific Lead Sampling Results – Appendix #1 attached that means no project specific lead sampling has been requested and the Contractor must utilize only the information provided in the lead instructions of this permit.

Any paints or coatings that are not specifically addressed on this permit, or on the project drawings, has to be assumed to be lead containing, and above 5000 parts per million (lead based) – no exceptions. Any disturbance to those paints and coatings not specifically addressed on this permit or on the project drawings must be done by properly trained (Minimum of OSHA action level training) personnel, and those disturbances must be performed in accordance with all lead requirements listed in this permit, as well as any applicable regulations and local requirements. Many times scope modifications are required after the bid, and new areas of the facility may need to be disturbed. These areas would not have been addressed on this permit, since they were unknown at the time of issuance. Additional sampling could be conducted by requesting lead sampling through their project's Project Manager, but there will be a delay getting sampling requests and a new MDP would be required. The District reserves the right to direct the Contractor to assume new paints and coatings, due to scope changes, are lead containing and the contractor would then be required to treat all paints and coatings as lead containing in compliance with all requirements of this permit.

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**REPLACEMENT PAINTS, COATINGS, CERAMIC TILE, AND OTHER LEAD CONTAINING MATERIALS**

Unless otherwise specifically allowed by this projects specifications, the Contractor shall not reinstall any lead containing paints/coatings in any detectable levels during the process of completing this project. “lead containing” is defined as any paint or coating that has ANY detectable lead level when paint chip sampling is conducted and chip is analyzed by the ICP method. The District may perform sampling of replacement materials and if analysis finds any detectable levels of lead, the Contractor will be liable for all costs to properly remove that material and re-apply paints and coatings with no detectable levels of lead. Contractors are encouraged to pre-sample paints they may be using to determine the actual amount in paint/coatings used.

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## **MINIMUM REQUIREMENTS TO PERFORM ATTACHMENTS AND PENETRATIONS IN WCSD FACILITIES**

Below are the minimum requirements to perform any Attachment and Penetration activity to a known or assumed asbestos and/or lead containing material in Washoe County School District (WCSd) facilities. This document is not provided to address demolition, stabilization, abatement, or removal activities. If any work to known or assumed asbestos or lead materials need to be done on this project, and it is anything other than the installation of screws, the removal of screws, or the drilling of holes, the successful bidder must comply with, in addition to these minimum requirements, all applicable District asbestos and lead specifications and requirements. Regarding these procedures, the District has done its best to provide a complete and regulatory compliant attachment and penetration procedure, but by signing this MDP, the Contractor acknowledges that it is the successful bidder's sole responsibility for compliance with this MDP, as well as any other applicable regulatory requirements.

### **ASBESTOS/LEAD PROCEDURE SUBMISSION PROCESS**

Prior to starting this project, each contractor working on this project is required to submit to the WCSd ES&A department an asbestos/lead procedure that includes all District requirements listed below. To simplify the procedure submittal process, an electronic PDF fillable template of these requirements will be provided to the successful bidder of this project. This document is available by contacting the assigned WCSd Capital Projects Project Manager for this project. Contractors must utilize the most current above-mentioned electronic template and fill out all required information, add company letterhead, sign, and date the document. The completed procedures will be e-mailed to the Project Manager by all contractors working on this project that will performing any applicable disturbances. Once submitted, the WCSd Project Manager will pass the document onto the ES&A department for approval. Successful bidders are required to add time to their project schedule for this procedure submittal and approval process.

The Contractor has the option to submit a site-specific or blanket district-wide applicable procedure. A district-wide blanket procedure applies to a scheduled project, as well as all future sites where a contractor will be performing disturbances. The site specific procedure will apply to just one site or project. District-wide procedures are valid for one year from the date the procedure is signed by the ES&A department. Site specific procedures will be valid for the term of the project. Each Contractor must receive a signed and approved procedure prior to performing any disturbances to all asbestos/lead paint or assumed asbestos/lead paint materials. The procedure is a combined procedure and it addresses both asbestos and lead disturbances. A minimum of one work day will be required by the ES&A department for the review and approval process.

In addition to the Material Disturbance Permit (MDP), the Contractors must also have a copy of the approved procedures on site at all times. The purpose of this procedure is to document the agreement between the Contractor and the District that all lead and asbestos disturbances performed by staff of the Contractor will be done per all noted District requirements, District Specifications, and project specifications. Again, Contractors must ensure that their procedure has been approved, and the approved signed procedure is on site prior to any disturbance.

### **MINIMUM REQUIREMENTS**

1. Receive approved Lead/Asbestos procedures as identified above.
2. Technicians performing disturbances will be required to have a minimum of AHERA 16 Hour O&M training and OSHA action level training per 29 CFR 1926.62 (i) (2) lead training. In addition, as applicable, contractors must comply with the EPA RR&P training and certifications requirements listed in the RR&P section of this appendix. Copies of training certifications, including a refresher within the last 12 months, will be provided to the ES&A Department **prior** to the start of any project. Only personnel with the proper minimum training will be authorized to perform any disturbance to asbestos/lead paint or assumed asbestos/lead paint containing materials, or be in the adjacent area of a disturbance.
3. Notify the ES&A Department at **325-8490** and leave a message with the time, name of the technician doing the work, date and exact locations in the school where they will be performing any disturbance. This call should take place immediately prior to disturbance, this phone number (**325-8490**) will go to voice mail, and the contractors are to provide notifications with above identified information, 24 hours a day. The Contractor is also required to notify their assigned WCSd Construction Department Project Managers and Assistant Project Managers of scheduled disturbances so they can also verify compliance with the contractors approved disturbance procedures.

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4. Contractors must refer to this Material Disturbance Permit to determine what materials contain asbestos or lead and utilize the applicable lead/asbestos procedures. Some materials cannot be disturbed, and each specific material disturbance permit will identify what can be disturbed and provided material disturbance instructions. The minimum disturbance permits in this section of the material permit are in addition to any requirements listed in the material disturbance instructions. Any instance where 100% of the minimum asbestos/lead requirements are not followed, the District will immediately hire an environmental remediation contractor as well as an environmental consultant to properly clean up the contamination and perform air sampling. The contractor will be responsible for reimbursing the District for all costs due to any improper or unauthorized disturbances.
5. Contractors or technicians who are new to performing asbestos/lead paint or assumed asbestos/lead paint disturbances for the District must contact the Capital Projects PM/PCI Department and schedule a disturbance. A Capital Projects PM/PCI employee will be scheduled to review the technician's compliance with the disturbance procedures in the field. Once a technician has demonstrated on a minimum of two (2) occasions to the Capital Projects Department that he has an understanding of the District disturbance requirements and has proper equipment, the ES&A Department will then authorize that technician to perform disturbances without prior approval of the Capital Projects Department. Notifications prior to starting all disturbances as listed above will still be required and technicians should expect unannounced random compliance inspections, from the ES&A Department. A list of approved technicians is available upon request from the ES&A department.
6. Post the appropriate "Danger Lead - Keep Out" or "Danger Asbestos Keep Out" signs on the entry side of all doors leading into classrooms, hallways, bathrooms, offices or mechanical rooms where drilling is to occur. Doors will be closed. It is the contractor /technician's responsibility to take adequate means to keep the public or school staff out of the disturbance area.
7. Large rooms, such as multipurpose rooms, will have yellow caution tape placed across all entries to the room in addition to signage but access to these areas must be restricted to ensure no unprotected person can enter the areas where disturbances are taking place. If unprotected personnel can see the activity, this is not a large enough area of demarcation.
8. A 6 ml plastic drop will be placed under the disturbance in a manner that extends 6' out in all directions from the disturbance area. This poly drop can be reused if properly wet-wiped or HEPA-vacuumed off after use.
9. Worker will don the respiratory protection and a protective suit, (protective suits are optional for lead disturbance, "attachments and penetration" disturbances if the Contractor will not exceed the lead action level) and initiate personal air monitoring procedures per item #10 below. Respiratory protection is required throughout all asbestos/lead paint or assumed asbestos/lead paint disturbances in WCSD regardless of air sampling results.
10. If a Contractor is performing a **lead** attachments and penetrations (see the definition in #20 below), air sampling will be conducted at the start of the project. If air sampling results show the technicians performing the work is below the OSHA Lead Action Level, air sampling can be suspended unless the work being performed is changed. Air sampling will be performed for each type of lead attachment and penetration activity to develop a representative sample for each lead activity. Air sampling will be performed during **all** asbestos disturbances, no exceptions.
11. Drill the hole or holes as required using an HEPA VAC and a shrouded or dust collecting apparatus (i.e. Bit Buddy. A HEPA VAC is to remain running during this whole process to ensure all debris is cleared from hole. All clean-up must be conducted the HEPA Vacuum. If a contractor fails to properly control the asbestos/lead containing dust, the District will then hire an environmental remediation contractor as well as an environmental consultant to properly clean up the contamination. The contractor will be responsible for reimbursing the District for all costs due to improper disturbances that result in debris exiting the area of disturbance.
12. All HEPA vacuums used will have been DOP challenge tested prior to first use and annually thereafter. If this project involves 30 or more disturbances over the span of this project, the HEPA vacuum will be DOP tested on-site prior to the start of the project.
13. If required, to be determined by the technician, an encapsulant material may be sprayed or brushed on to the area of the holes.

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14. A device, backing, box or raceway, or any other equipment will then be mounted using anchors installed per #11 above, with the HEPA VAC running and properly directed at the area of the disturbance.
15. A HEPA VAC or wet methods will be used to clean up any debris on 6mil poly drop, around device box, technician's suit, and any surfaces below holes, such as tops of chalkboards and base boards.
16. The poly drop, if utilized, will be folded into itself in such a manner as to not spread any debris, the HEPA vacuum hose sealed, and personal air monitoring time logged appropriately. This poly drop can be reused if it is properly wet-wiped or HEPA-vacuumed off after use.
17. All signs and equipment are to be removed, and the technician is to move to the next location. The contaminated suit should be removed and a new suit utilized at the new disturbance location, unless the suit can be properly decontaminated.
18. Upon completion of a shift, air samples will be dated and sent in to a properly accredited lab to be analyzed. Results will be forwarded to WCSO. Lab results will be e-mailed directly from the lab to the ES&A Department within 48 hours of the disturbance. All lab results will reference the Material Disturbance Permit (MDP) # located on the top of the first page of this permit. Results without the MDP number prefix will be returned to the lab for clarification and the addition of the MDP tracking number
19. All debris, waste, poly drop, suits, etc. will be placed in 6 mil poly waste bags (double bagged) and disposed of properly.
20. The definition of "Attachment and Penetrations" in this document is **only** the drilling of holes through a HEPA shrouded device, the installation of screws through a HEPA shrouded device, or the removal of screws through a HEPA shrouded device. **Any other activity** that is not attachments and penetrations as listed in item #20 must be designed by an asbestos or lead project designer, done per a lead specification, and supervised by the District or District hired outside asbestos/lead consultant. Contractors cannot perform any work, other than "Attachments and Penetrations" without an onsite District or District hired asbestos or Lead Consultant being present.
21. All asbestos abatement or lead disturbances, other than "Attachment and Penetrations", must be completed in full compliance with applicable regulations, the District's Asbestos Abatement Specifications, and District hired asbestos or lead consultants supplement specifications. If in error, an asbestos abatement bid or quote is put forth without the District Asbestos Abatement Specifications, Contractors are required to request a copy of the most current asbestos abatement specifications from the bid or quote entity through the formal bid inquiry process

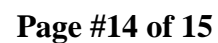
**THE UNDERSIGNED AGREES TO COMPLY WITH THE CONDITIONS OF THIS MATERIAL, WATER & LEAD DISTURBANCE PERMIT, APPENDIXES, & ALL APPLICABLE REGULATIONS. UNDERSIGNED ACKNOWLEDGES LIABILITY FOR ANY COSTS THE DISTRICT MAY INCUR TO INVESTIGATE & CLEAN UP ANY DISCOVERY OF IMPROPER AND/OR UNAUTHORIZED DISTURBANCES DONE BY UNDERSIGNED'S EMPLOYEE(S) OR SUB-CONTRACTOR(S) TO MATERIALS LISTED AS LEAD/ASBESTOS-CONTAINING BY THE DISTRICT. IN ADDITION, THE UNDERSIGNED AGREES TO ALL REQUIREMENTS OF THE WATER & LEAD APPENDIX.**

SIGNED BY (PRINT): \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

COMPANY (PRINT): \_\_\_\_\_

DATE RECEIVED: \_\_\_\_\_

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**Project Specific Lead Sampling Results – Appendix #1.**

A limited project lead-specific paints and coatings survey has been conducted. The sampling has been requested by the District Project Manager, and completed by the ES&A department. The results of that lead sampling are below. The results listed below apply ONLY to the locations and paint and coating colors listed below. This information cannot be applied to other areas that are not specifically addressed below. If additional sampling is required in the Contractor's opinion, the Contractor must relay that information to the District Project Manager. The Project Manager will determine if additional sampling will be conducted. If additional sampling will be done, a new MDP will be required. Contractors or their representatives cannot perform any asbestos or lead sampling.

Any paints or coatings that are not specifically addressed on this permit, or on the project drawings, has to be assumed to be lead containing, and above 5000 parts per million (lead based) – no exceptions. Any disturbance to those paints and coatings not specifically addressed on this permit, or on the project drawings must be done by properly trained (Minimum of OSHA action level training) personnel, and those disturbances must be performed in accordance with all lead requirements listed in this permit, as well as any applicable regulations and local requirements. Many times scope modifications are required after the bid, and new areas of the facility may need to be disturbed. These areas would not have been addressed on this permit, since they were unknown at the time of issuance. Additional sampling could be conducted by requesting lead sampling through their project's Project Manager, but there will be a delay getting sampling requests and a new MDP would be required. The District reserves the right to direct the Contractor to assume new paints and coatings, due to scope changes, are lead containing and the contractor would then be required to treat all paints and coatings as lead containing in compliance with all requirements of this permit.

**LEAD CONTAINING PAINTS AND COATING**

<u>LOCATION</u>	<u>TYPE OF PAINTED SURFACE</u>	<u>COLOR</u>	<u>RESULTS</u>
<u>No sampling requested so all paints and coatings must be treated as lead containing</u>			

**NON-LEAD CONTAINING PAINTS AND COATINGS**

<u>LOCATION</u>	<u>TYPE OF PAINTED SURFACE</u>	<u>COLOR</u>	<u>RESULTS</u>
No Sampling Requested			





## 2023-2024 Balanced Calendar

July 2023							No School on Shaded Days						
S	M	T	W	TH	F	S	# of School Days = 0						
						1							
2	3	4	5	6	7	8							
9	10	11	12	13	14	15							
16	17	18	19	20	21	22							
23	24	25	26	27	28	29							
30	31												

August 2023							No School on Shaded Days							
S	M	T	W	TH	F	S	# of School Days = 14							
							August 8 - First Day for Teachers							
			1	2	3	4	5	August 9 -10 - Teacher Professional Dev. Days						
6	7	8	9	10	11	12	August 11 - Teacher Work Day							
13	14	15	16	17	18	19	August 14 - First Day of School for Students							
20	21	22	23	24	25	26	August 14 - 18 - Kindergarten Testing Week							
27	28	29	30	31			August 21 - First Day for Kindergarten Students							

September 2023							No School on Shaded Days						
S	M	T	W	TH	F	S	# of School Days = 20						
					1	2							
3	4	5	6	7	8	9	September 4 - Labor Day						
10	11	12	13	14	15	16							
17	18	19	20	21	22	23							
24	25	26	27	28	29	30							

October 2023							No School on Shaded Days						
S	M	T	W	TH	F	S	# of School Days = 16						
							October 2 - 6 - Fall Break						
1	2	3	4	5	6	7	October 9 - Teacher Professional Dev. Day						
8	*9	10	11	12	13	14	October 13 - End of Grading Period						
15	16	17	18	19	20	21	Conference Week - October 20 & 23 - 26						
22	23	24	25	26	27	28	October 27 - Nevada Day Observance						
29	30	31											

November 2023							No School on Shaded Days						
S	M	T	W	TH	F	S	# of School Days = 18						
			1	2	3	4	November 10 - Veterans Day Observance						
5	6	7	8	9	10	11							
12	13	14	15	16	17	18	November 22 - 24 - Thanksgiving Break						
19	20	21	22	23	24	25							
26	27	28	29	30									

December 2023							No School on Shaded Days						
S	M	T	W	TH	F	S	# of School Days = 15						
					1	2							
3	4	5	6	7	8	9							
10	11	12	13	14	15	16	December 21 - End of Grading Period						
17	18	19	20	21	22	23	December 22 - Teacher Work Day						
24	25	26	27	28	29	30	December 25 - January 5 - Winter Break						
31													

January 2024							No School on Shaded Days						
S	M	T	W	TH	F	S	# of School Days = 17						
	1	2	3	4	5	6	January 1 - 5 - Winter Break						
7	*8	9	10	11	12	13	January 8 - Teacher Professional Dev. Day						
14	15	16	17	18	19	20	January 15 - Martin Luther King, Jr. Day						
21	22	23	24	25	26	27							
28	29	30	31										

February 2024							No School on Shaded Days						
S	M	T	W	TH	F	S	# of School Days = 20						
				1	2	3							
4	5	6	7	8	9	10	* February 12 - 16 - Spring Conference Week for Elementary Schools only.						
11	12	13	14	15	16	17	February 14 - Check with your school if early release is taking place.						
18	19	20	21	22	23	24	February 19 - President's Day						
25	*26	27	28	29			February 26 - Teacher Professional Dev. Day						

March 2024							No School on Shaded Days						
S	M	T	W	TH	F	S	# of School Days = 16						
					1	2							
3	4	5	6	7	8	9	March 5 - College and Career Readiness Assessment for high schools only. Awaiting confirmation from NDE.						
10	11	12	13	14	15	16	March 15 - End of Grading Period						
17	18	19	20	21	22	23							
24	25	26	27	28	29	30	March 25 - April 5 - Spring Break						
31													

April 2024							No School on Shaded Days						
S	M	T	W	TH	F	S	# of School Days = 17						
	1	2	3	4	5	6	April 1 - 5 - Spring Break						
7	8	9	10	11	12	13							
14	15	16	17	18	19	20							
21	22	23	24	25	26	27							
28	29	30											

May 2024							No School on Shaded Days						
S	M	T	W	TH	F	S	# of School Days = 22						
			1	2	3	4							
5	6	7	8	9	10	11							
12	13	14	15	16	17	18							
19	20	21	22	23	24	25							
26	27	28	29	30	31		May 27 - Memorial Day						

June 2024							No School on Shaded Days						
S	M	T	W	TH	F	S	# of School Days = 5						
						1							
2	3	4	5	6	7	8	June 7 - Last Day of School						
9	10	11	12	13	14	15	June 7 - End of Grading Period						
16	17	18	19	20	21	22	June 10, 11, 12 - Contingency Days						
23	24	25	26	27	28	29	June 11 - Primary Election Day						
30							June 19 - Juneteenth						

* October 9, 2023 January 8,& February 26, 2024 are a non-student day used for Teacher Professional development but counted as a day in session per NAC 387.120(4)	Number of Days Per Quarter		39	44	48	49	180
	Number of Days Per Semester		83	97	180		
	Contingency Days: June 10, 11, 12						

Teacher Work Days: August 8-11, December 22	
Teacher Professional Dev Days: October 9, 2023, January 8, & February 26, 2024	

**MAIL INVOICES TO:**

Washoe County School District  
Accounts Payable  
P. O. Box 30425  
Reno, NV 89520-3425  
775-348-0311

**ORIGINAL**

DATE:  
PURCHASE ORDER NO.

Ship To:

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES &amp; CORRESPONDENCE

**SPECIAL SHIPPING INSTRUCTIONS:**

DELIVERIES ACCEPTED ONLY BETWEEN 8:00 AM & 3:00 PM  
UNLESS OTHER ARRANGEMENTS ARE MADE

Information Regarding this P O Call:

Delivery Date:

Terms of Payment:

Issued Pursuant to Bid or Quote Reference:

Item No.	Quantity	Unit	Description/Manufacturer's Part Number	Unit Price	Extended Price
				<b>TOTAL</b>	

**THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS STATED ON BACK.****ORDER APPROVED BY:**

## TERMS AND CONDITIONS

The following terms and conditions and any specifications, drawings, attachments and additional terms and conditions which may be incorporated by reference or appended hereto are part of this purchase order. By accepting the order or any part thereof, the seller agrees to and accepts all conditions.

1. The Washoe County School District (WCSD) will not be responsible for materials or services furnished without a WCSD purchase order (PO) issued by the Purchasing Department.
2. All packages must be marked with the WCSD purchase order number (PO#) and must contain an itemized list of contents. Failure to identify PO# may delay payment.
3. Invoices and shipping receipts must bear the PO# and be mailed the same day. Failure to identify PO# may delay payment.
4. The Washoe County School District is exempt from any state or local sales tax and federal excise tax (Federal #88-6000919).
5. All transactions for goods between the buyer and seller shall be regulated according to Nevada Revised Statutes Chapter 104, which is the Nevada Uniform Commercial Code.
6. No variations, deletions, price increases, backorders, changes or modifications shall be effective without prior approval.
7. Seller agrees not to use the name of WCSD or to quote the opinion of any WCSD employee in any advertising without prior written consent from WCSD.
8. By accepting this order, seller will comply with all federal, state and other governmental laws and regulations imposed upon the seller with respect to merchandise furnished hereunder. All products supplied must comply with current OSHA standards. A Material Safety Data Sheet (MSDS) is required for all hazardous materials.
9. The time computed for discounts will be from the date of delivery at place of acceptance or from receipt of correct invoice at the office specified by WCSD, whichever is later. Payment is considered made, for discount purposes, when check is mailed.

Report Ethics Concerns at [silentwhistle.com](http://silentwhistle.com)

## QUOTE FORM

Washoe County School District - Purchasing Department  
14101 Old Virginia Road - Reno, Nevada 89521  
Phone: 775-850-8025 Email: [solicitations@washoeschools.net](mailto:solicitations@washoeschools.net)

**Quote #: 24-32-Q-10-DA**

Having carefully examined all of the Project Specifications and Drawings entitled **Replacement of Two (2) Water Heaters at Kendyl Depoali Middle School** dated October 30, 2023, and the addenda numbered \_\_\_\_\_, as well as the premises and the conditions affecting the work, the undersigned proposes to furnish for the stipulated sum of:

**Item One:**

Base Bid: All labor and materials for the **REPLACEMENT OF TWO (2) WATER**

**HEATERS AT KENDYL DEPOALI MIDDLE SCHOOL** as drawn and specified, the sum

of \_\_\_\_\_  
\_\_\_\_\_. Dollars(\$\_\_\_\_\_).

Quotes shall be submitted on the provided Quote Form (PUR-F503) only, and all of the blank spaces shall be completed; numbers shall be stated both in writing and in figures, the signature shall be in longhand; and the completed form shall be without interlineation, alteration or *erasure*. Washoe County School District only accepts signatures done manually (also known as a wet signature) or electronic digital signatures that are certified. Non-certified electronic digital signatures will NOT be accepted. A typed signature, even in cursive font, DOES NOT meet the requirements of an official digital signature. A digital signature must be accompanied by a certified digital stamp issued through programs like Adobe Acrobat, Docu-Sign or other similar programs that produce a digital stamp certifying the electronic digital signature. Any signatures on required forms that do not meet these requirements will not be accepted and the Contractor's submission will be deemed "Non-Responsive" and will be rejected. **Any quote submission will be disqualified and rejected if not signed.** If you have any questions about this requirement, please submit your question by the question deadline, so that it can be answered prior to quote submission deadline. In the event of a discrepancy on the Quote Form, NRS 104.3114 Contradictory terms of instrument states that, "If an instrument contains contradictory terms, typewritten terms prevail over printed terms, handwritten terms prevail over both, and WORDS PREVAIL OVER NUMBERS." Only quotes submitted on the form provided will be accepted. No additional pages containing inclusions, exclusions or clarifications will be accepted as part of the quote. Any clarifications, additions or exclusions made by the Owner (WCSD) will be considered incorporated into the specifications.

Bidder shall proofread his/her bid carefully for errors.

WCSD reserves the right to award the quote for the best proposal for each individual item or to award on the best total proposal, whichever is deemed by the Owner to be in their best interests. WCSD also reserves the right to reject any or all quotes and to waive irregularities or informalities in any quote for any reason whatsoever.

If they be notified of the acceptance of this quote within forty-five (45) days of the time set for the due date, Contractor agrees to accept a Purchase Order for the above work for the above-stated compensation and to commence the physical work no fewer than ten (10) days after the execution thereof.

The undersigned agrees, if awarded this project, work is to be commenced upon issuance of a Purchase Order and shall be completed on or before January 5, 2024.

The commencement date for the physical work shall be coordinated by the Capital Projects Department upon the receipt of a WCSD Purchase Order. The undersigned further agrees that the Owner may retain from the monies due the Contractor Five Hundred Dollars (\$500.00) per day as a direct result of the Contractor's delay for not completing the project in the required time allowance plus approved time extensions.

Enclosed, on Page 4, is a complete listing of the names of each subcontractor who will provide labor or a portion of the work or improvement to the Contractor.

I have read and acknowledge that our company is in compliance with all WCSD Drug & Alcohol Requirements specified in Section 00800 – Supplementary General Conditions.

**NOTE:**

**Any quote submission will be disqualified and rejected if not signed.**

Washoe County School District only accepts signatures done manually (also known as a wet signature) or electronic digital signatures that are certified. Non-certified electronic digital signatures will NOT be accepted. A typed signature, even in cursive font, DOES NOT meet the requirements of an official digital signature. A digital signature must be accompanied by a certified digital stamp issued through programs like Adobe Acrobat, Docu-Sign or other similar programs that produce a digital stamp certifying the electronic digital signature. Any signatures on required forms that do not meet these requirements will not be accepted and the Contractor's submission will be deemed "Non-Responsive" and will be rejected. If you have any questions about this requirement, please submit your question by the question deadline, so that it can be answered prior to bid submission deadline.

**QUOTE #: 24-32-Q-10-DA**

FIRM NAME:		NEVADA LICENSE #:
NAME OF AUTHORIZED REPRESENTATIVE:		
ADDRESS:		
PHONE #:	FAX #:	
EMAIL ADDRESS:		DATE:
SIGNATURE:		

**SUBCONTRACTOR LIST**  
*To Be Submitted With Quote*  
*Attach additional sheet, if needed*

PROJECT NAME: **REPLACEMENT OF TWO (2) WATER HEATERS AT KENDYL DEPOALI MIDDLE SCHOOL**

QUOTE #: **24-32-Q-10-DA**

DESCRIPTION OF WORK	SUBCONTRACTOR	LICENSE #

Signature: \_\_\_\_\_  
Authorized Firm Representative

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

**WASHOE COUNTY SCHOOL DISTRICT  
PUBLIC DISCLOSURE FORM**

**VENDOR/CONTRACTOR (B)**

**THIS IS A REQUIRED FORM TO BE COMPLETED, SIGNED, AND SUBMITTED WHEN REQUESTED BY WCSD.**

**VENDOR/CONTRACTOR COMPANY NAME:** \_\_\_\_\_

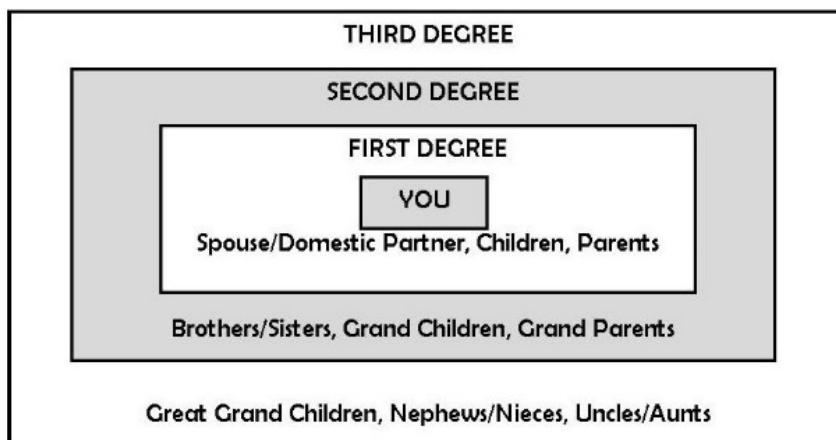
**COMPANY'S AUTHORIZED REPRESENTATIVE NAME (FIRST/LAST):** \_\_\_\_\_

I understand that per NRS 281A.020 a public office is a public trust and shall be held for the sole benefit of the people, and a public officer or employee must commit themselves to avoid conflicts between the private interests of the public officer or employee and those of the general public who the public office or employee serves.

Furthermore, I understand that pursuant to Washoe County School District (WCSD) Board of Trustees Policy 4505 and per NRS 281A.400, WCSD employees (as public officers) shall not seek and/or accept any gift, work/service, favor, employment, engagement, emolument, and/or economic opportunity, including, but not limited to, unlawful compensation, salary, retainer, augmentation, expense allowance, commission, personal profit, pecuniary interest in the course of performing WCSD duties. In addition, WCSD employees (as public officers) shall not use their positions to secure and/or grant unwarranted privileges, preferences, exemptions, and/or advantages for the public officer or employee with any business entity.

I certify and acknowledge by signature below that I am a duly authorized agent of the submitting organization named above and that failure to disclose all facts relative to a conflict and/or potential conflict of interest (ethical standards) with regards to the specific solicitation to which the organization is submitting to WCSD may result in a rejection of said solicitation submission and/or termination of any resulting contract should the above-named organization be awarded.

- A. I certify that I and the principal(s) and/or key personnel of my organization have no pecuniary/financial interests between WCSD, Officers of WCSD, key employees of WCSD, current and former WCSD Board of Trustees members, and any other current and former WCSD personnel.
- B. To the third degree of consanguinity (refer to the chart below), I have listed all of my and the principal(s) and key personnel of my organization's personal relationships, partnerships, correlations, and relatives (by blood and/or marriage) between WCSD, Officers of WCSD, key employees of WCSD, current and former WCSD Board of Trustees members and any other current and former WCSD personnel.





Complete the form below. Additional sheets may be attached if necessary. Please put **N/A** on the first line below if Items A and B on Page 4 of 5 of this form are not applicable. This is a required field even if N/A is the response.

**THIS IS A REQUIRED FORM TO BE COMPLETED, SIGNED, AND SUBMITTED WHEN REQUESTED BY WCSD.**

[illegible]

PRINT NAME: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## **SECTION 01001 – CONSTRUCTION PROCEDURES FOR EXISTING SCHOOL SITES**

### **PART 1 – GENERAL**

#### **1.1 DESCRIPTION**

- A. All work activities under this contract shall be coordinated with the requirements of the Washoe County School District's (WCSD) Facilities Management Department. WCSD shall be contacted prior to any service shutdown and advised when such shutdown shall be commenced. All materials and equipment shall be stored in spaces assigned by WCSD. The Contractor will be required to maintain a neat and orderly operation and to limit or keep noise and nuisance to a minimum.
- B. WCSD reserves the right to remove any person from the property for the safety and security of the facility

#### **1.2 GENERAL REQUIREMENTS FOR WORK INSIDE THE EXISTING PERIMETER AND EXISTING BUILDINGS**

- A. It is a felony to transport any alcoholic beverages, drugs, weapons or ammunition of any kind on WCSD property
- B. Any contact or conversation with students is prohibited.
- C. Smoking is prohibited on all WCSD property.
- D. Working hours inside the existing perimeter and existing building will be coordinated with WCSD.
- E. Storage of materials inside the existing perimeter and buildings will be coordinated with WCSD Facilities Management Department.
- F. Construction operations shall be confined to the areas permitted under the contract. Areas beyond indicated work areas are not to be disturbed. Conform to site rules and regulations affecting the work.
- G. Keep driveways and entrances serving the premises clear and available at all times. Do not use these areas for parking or storage of materials.
- H. Passenger cars, trucks and motorized construction equipment, when parked and unattended, shall be locked and the ignition key removed. Do not leave any such vehicle with the motor running.
- I. Limitations on site usage, as well as specific requirements that impact site utilization are indicated on the drawings and any other contract documents. Allocate available space equitably among sub-contractors needing both access and space so as to produce the best overall efficiency. Schedule deliveries to minimize space and time requirements for storage of materials and equipment.

## **SECTION 01001 – CONSTRUCTION PROCEDURES FOR EXISTING SCHOOL SITES**

J. All refuse will be removed daily.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

**END OF SECTION 01001**

## SECTION 01010 - SUMMARY OF WORK

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including all contract documents and addendums associated with this project shall apply to this section.

#### 1.2 PROJECT DESCRIPTION

- A. Project to entail work as described in scope of work.
- B. The project shall consist of all on and off-site improvements, as shown in the contract documents.

#### 1.3 CONTRACTOR USE OF PREMISES

- A. General: During the construction period the Contractor shall have full use of the premises (construction area) for construction operations. The Contractor's use of the premises (construction area) is limited only by the Owner's right to perform construction operations with its own forces or to employ separate contractors on portions of project.
- B. Keep driveways and entrances serving the premises clear and available to the Owner and the Owner's employees at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment site.

#### 1.4 OWNER OCCUPANCY

- A. Partial Owner Occupancy: The Owner reserves the right to occupy and to place and install equipment in completed areas of the building, prior to substantial completion provided that such occupancy does not interfere with completion of the work. Such placing of equipment and partial occupancy shall not constitute acceptance of the total work.

#### 1.5 OWNER FURNISHED ITEMS

- A. The Owner will provide certain pieces of equipment and accessories that are to be installed and connected by the Contractor.
  - 1. The Owner will arrange and pay for delivery of Owner furnished items in accordance with the Contractor's construction schedule, and will inspect deliveries for damage.
  - 2. If Owner furnished items are damaged, defective or missing, the Owner will arrange for replacement. The Owner will also arrange for manufacturer's field

## **SECTION 01010 - SUMMARY OF WORK**

services and the delivery of manufacturer's warranties and bonds to the Contractor.

3. The Contractor is responsible for designating the delivery dates of Owner furnished items in the Contractor's construction schedule and for receiving, unloading and handling Owner furnished items at the site. The Contractor is responsible for protecting Owner furnished items from damage, including damage from exposure to the elements, and to repair or replace items damaged as a result of the Contractor's operations.
4. Owner furnished and Contractor installed and connected equipment shall be as indicated in the contract documents.

**END OF SECTION 01010**

# WASHOE COUNTY SCHOOL DISTRICT PERSONNEL SAFETY CHECK APPLICATION PROCESS

*The following items summarize  
Section 01020 – Washoe County School District  
Personnel Safety Check Application*

- All Personnel Safety Check Applications will be good for 12 months from date of approval.
- The following forms are required with your submittal:
  - **Attachment A** – Certification of Applicant & Company Regarding Personnel Safety Check Application (English or Spanish version)
  - **Attachment B** – Washoe County School District Personnel Safety Check Application (English or Spanish version)
  - **Photocopy of Government Issued Picture Identification Card** (ie: Driver's License, State Issued ID Card, etc) for each Employee/Applicant
- All submitted forms/photocopies must be submitted in pdf format via Email to [cpbackground@washoeschools.net](mailto:cpbackground@washoeschools.net). The subject line must read "Background Information – Company Name". No hard copies will be accepted via hand delivery or mail.
- Until approval applicants will not be able to work on any WCSD property.

SECTION 01020 – WASHOE COUNTY SCHOOL DISTRICT  
PERSONNEL SAFETY CHECK APPLICATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submittals required for performance of the work for all entities/individuals including, but not limited to, the following:
  - 1. General Contractor
  - 2. Subcontractor
  - 3. Subcontractor of Subcontractor
  - 4. Quality Control Personnel
  - 5. Special Inspection Personnel
  - 6. Security Personnel
  - 7. Consultant Personnel
- B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals.

1.3 SUBMITTAL PROCEDURES

A. Required Submittals

- 1. Each company, engaged on a project, shall report to the Washoe County School District all required information for every employee who will be on a Washoe County School District site. This include all personnel whom he/she engages for work on the project site as defined in 1.2 (A). This information must be submitted within 21 calendar days prior to commencement of the project.

**Such submittals required include Pages 01020-3 thru 01020-8 as noted below:**

- a. **Attachment A** - Certification of Applicant & Company Regarding Personnel Safety Check Application (English or Spanish version)
- b. **Attachment B** - Washoe County School District Personnel Safety Check Application (English or Spanish version)
- c. **Photocopy of Government Issued Picture Identification Card** (ie: Drivers License, etc) for Each Employee/Applicant

- 2. All required forms and copies of Government Issued Picture Identification Cards for each employee/applicant must be submitted in pdf format via Email to [cpbackground@washoeschools.net](mailto:cpbackground@washoeschools.net). The subject line must read "Background Information – Company Name". The Email will be opened and reviewed by Washoe County School District authorized personnel only. **Hand delivered or mailed applications will not be accepted.**

1.4 PERSONNEL SAFETY CHECK APPLICATION REPORTING FORMAT

- A. Complete the Personal Safety Check Application in the section recording the following information in the designated fields of the form.
  - 1. Date
  - 2. Ethnic Code Identification
  - 3. Name – Full Legal Name

4. Alias/Maiden Names
  5. Gender
  6. Date of Birth
  7. Height
  8. Weight
  9. Eye Color
  10. Hair
  11. Government Issued Identification Card
  12. Last Four Digits of Social Security Number
  13. Scars/Tatoos
  14. State/Country of Birth
  15. Country of Citizenship
  16. Home Address
  17. Employer
  18. Occupation
  19. Work Address
  20. Phone
    - a. Home
    - b. Cell
    - c. Work
  21. Disclosure if you have ever been arrested, convicted, pled guilty, or pled nolo contendere no matter how much time has passed to:
    - a. A criminal offense, other than a minor traffic violation, this includes but is not limited to a felony, gross misdemeanor, DUI, etc.
    - b. A drug or sexually related offense or act of violence
    - c. Been reported for child abuse/sexual activities with a minor
      1. Include type(s) of offense(s), location(s), and date(s).
- B. Automatic Disqualification
1. Any applicant with any active Wants/Warrants, or Is a Registered Sex Offender, on a Terrorist list or on Parole and Probation will be disqualified.

#### 1.5 OWNER'S ACTION AND DISCLOSURES

- A. The owner will review each individual application, indicate action taken, and either acceptance or denial of application.
- B. No extension of contract time, overhead, or profit will be authorized because of failure to transmit applications and certifications to the owner sufficiently in advance of project work that requires personnel access and presence on Washoe County School District site(s).

#### PART 2 - PRODUCTS (Not Applicable)

#### PART 3 - EXECUTION (Not Applicable)



**ATTACHMENT A (ENGLISH)**

**CERTIFICATION BY APPLICANT REGARDING PERSONNEL SAFETY CHECK APPLICATION**  
*This form should be accompanied with a copy of your Identification Card (ie: Drivers License, etc)*

The undersigned applicant certifies that:

I certify the information provided on this application is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement on this application can be an automatic disqualification. I hereby release, discharge, exonerate and hold harmless the Washoe County School District, its agents and representatives and persons furnishing information from any and all liability arising out of the disseminating and inspection of my records.

\_\_\_\_\_  
Company Name (Employer)

\_\_\_\_\_  
Employee Name (Print Full Legal Name)

\_\_\_\_\_  
Employee (Applicant) Signature

\_\_\_\_\_  
Date

\*\*\*\*\*

**CERTIFICATION OF COMPANY REGARDING PERSONNEL SAFETY CHECK APPLICATION**

The undersigned authorized representative of the company listed below, certifies to the best of his/her knowledge and belief, that this Personnel Safety Check Application is a true and accurate statement.

\_\_\_\_\_  
Company Name

\_\_\_\_\_  
Name and Title of Authorized Representative

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date



## ATTACHMENT B (ENGLISH) PERSONNEL SAFETY CHECK APPLICATION

(CONFIDENTIAL – Please Print)

I hereby release, discharge, exonerate and hold harmless the Washoe County School District, its agents and representatives and persons furnishing information from any and all liability arising out of the disseminating and inspection of my records.

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

**Ethnic Code Identification:** (Check the code that best represents your ethnic identity)

Alaskan/Indian \_\_\_\_\_ Asian/Pacific \_\_\_\_\_ African American \_\_\_\_\_ Hispanic \_\_\_\_\_ Caucasian \_\_\_\_\_

Name: \_\_\_\_\_  
(Last) (First) (Middle)

Alias/Maiden Names: \_\_\_\_\_ Gender: F / M Date of Birth: \_\_\_\_\_

Height: \_\_\_\_\_ Weight: \_\_\_\_\_ Eye Color: \_\_\_\_\_ Hair: \_\_\_\_\_

Government Issued ID#: \_\_\_\_\_  
(State) (ID Number)

Last four digits of your Social Security Number: \_\_\_\_\_  
(Per NRS 603A.040)

Scars/Tattoo's: \_\_\_\_\_

State/Country of Birth: \_\_\_\_\_ Country of Citizenship: \_\_\_\_\_  
(State) (Country)

Home Address: \_\_\_\_\_  
(Street) (City & State) (Zip Code)

Employer: \_\_\_\_\_ Occupation: \_\_\_\_\_

Work Address: \_\_\_\_\_  
(Street) (City & State) (Zip Code)

Phone: \_\_\_\_\_  
(Home) (Cell) (Work)

**It is a requirement that you must disclose if you have ever been arrested, convicted, pled guilty, or pled nolo contendere no matter how much time has passed to:**

A criminal offense, other than a minor traffic violation, this includes, but is not limited to a felony, gross misdemeanor, DUI, etc. \_\_\_\_\_ Yes \_\_\_ No

A drug or a sexually related offense or act of violence? \_\_\_\_\_ Yes \_\_\_ No

Been reported for child abuse/sexual activities with a minor? \_\_\_\_\_ Yes \_\_\_ No

## ATTACHMENT B (ENGLISH) - CONTINUED

If "**Yes**," please explain the type(s) of Offense(s), Location(s) and Date(s) in the space below. Attach a sheet if necessary.

Note: Any applicant with any active Wants/Warrants, or is a Registered Sex Offender, on a Terrorist list or on Parole and Probation WILL BE DISQUALIFIED

I certify that I have not been arrested or convicted of any disqualifying offenses. The information provided on this application is true, complete, and correct to the best of my knowledge and belief and is provided in good faith. I understand that a knowing and willful false statement on this application can be an automatic disqualification.

**Applicant Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

During the course of this safety check if any discrepancies are established or there is any conflicting information the applicant must be fingerprinted **at the cost of the applicant**. The required fee is \$55.

The WCSD reserves the right to require fingerprinting on any outside employee.

**Fingerprinting Authorization Signature**  
(when required)

### To Be Completed by WCSD Personnel

**Date/Time:** \_\_\_\_\_ **Picture ID Check:** \_\_\_\_\_ (Copy of government issued ID must be attached)

\_\_\_\_ WANTS  
\_\_\_\_ DMV  
\_\_\_\_ NCJIS  
\_\_\_\_ TIB  
\_\_\_\_ MNS-ARMS  
\_\_\_\_ Sex Offender Check  
\_\_\_\_ TPO

☐ Denied  
☐ Approved

**By:** \_\_\_\_\_

**Notes:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**ATTACHMENT A (SPANISH)**

**CERTIFICACIÓN DEL SOLICITANTE CON RESPECTO AL PERSONAL DE SEGURIDAD CH ECK APLICACIÓN**

Este formulario debe ir acompañado de una copia de su tarjeta de identificación (por ejemplo: licencia de conducir, etc.)

Certifico que la información proporcionada en esta solicitud es verdadera, completa y correcta según mi leal saber y entender, y se proporciona de buena fe. Entiendo que una declaración falsa intencional y deliberada en esta solicitud puede ser una descalificación automática. Yo por la presente libero, exonero y mantengo indemne al Distrito Escolar del Condado de Washoe, sus agentes y representantes y personas que dan información de cualquier y toda responsabilidad que surja de la diseminación y la inspección mis expedientes.

\_\_\_\_\_  
Nombre de la empresa (empleador)

\_\_\_\_\_  
Nombre del empleado (Imprimir Nombre legal)

\_\_\_\_\_  
Firma Empleado (Solicitante)

\_\_\_\_\_  
Fecha

\*\*\*\*\*

**CERTIFICACIÓN DE LA EMPRESA EN REFERENCIA A LA SOLICITUD DE VERIFICACIÓN DE SEGURIDAD**

El representante firmante autorizado de la compañía se enumeran a continuación, certifica en lo mejor de su leal conocimiento y creencia: que esta solicitud de seguridad personal es una declaración verdadera y exacta.

\_\_\_\_\_  
Nombre de la Empresa

\_\_\_\_\_  
Nombre y título del Representante Autorizado

\_\_\_\_\_  
Firma del Representante autorizado  
Signature of Authorized Representative

\_\_\_\_\_  
Fecha





**ATTACHMENT B (SPANISH)**  
**SOLICITUD PARA COMPROBAR LA SEGURIDAD PERSONAL**  
(CONFIDENCIAL – Por favor imprima)

Por la presente libero, exonero y eximo al Distrito Escolar del Condado de Washoe, sus agentes y representantes y personas que dan información de cualquiera y toda responsabilidad que surja de la diseminación y la inspección de mis expedientes.

**Fecha:** \_\_\_\_\_

**Código de identificación de su etnicidad:** (Marque el código que mejor represente su etnicidad)

De Alaska/Indio \_\_\_\_\_ Asiático/del Pacífico \_\_\_\_\_ Afro-americano \_\_\_\_\_ Hispano \_\_\_\_\_ Caucásico \_\_\_\_\_

**Nombre:** \_\_\_\_\_  
(Apellido) (Nombre) (del Medio)

**Alias/Apellido de soltera:** \_\_\_\_\_ **Género:** F / M **Fecha de Nacimiento:** \_\_\_\_\_

**Altura:** \_\_\_\_\_ **Peso:** \_\_\_\_\_ **Color de ojos:** \_\_\_\_\_ **Pelo:** \_\_\_\_\_ **DL/ID#:** \_\_\_\_\_  
(Estado) (Número)

**Los últimos cuatro números del Seguro Social:** \_\_\_\_\_  
(Per NRS 603A.040)

**Cicatrices/Tatuajes:** \_\_\_\_\_

**Estado/País de nacimiento:** \_\_\_\_\_ **Ciudadano de qué país:** \_\_\_\_\_  
(Estado) (País)

**Dirección:** \_\_\_\_\_  
(Calle) (Ciudad & Estado) (Código Postal)

**Empleador:** \_\_\_\_\_ **Ocupación:** \_\_\_\_\_

**Dirección del trabajo:** \_\_\_\_\_  
(Calle) (Ciudad & Estado) (Código postal)

**Teléfono:** \_\_\_\_\_  
(Casa) (Cell) (Trabajo)

**Es un requisito que debe revelar si alguna vez ha sido arrestado, condenado, se declaró culpable, o se declaró no lo contendere no importa cuánto tiempo haya pasado.**

*Un delito que no sea una violación menor de tráfico, lo que incluye, pero no es limitado a un delito grave, delito menor, DUI, etc., etc.* ..... ☐ Sí ☐ No

Un delito relacionado a drogas, sexual o un acto de violencia? ..... ☐ Sí ☐ No

Ha sido reportado/a por abuso de niños / actividades sexuales con un menor de edad? .. ☐ Sí ☐ No

## ATTACHMENT B (SPANISH) - CONTINUED

Si respondió "Sí", explique el tipo (s) de la Ofensa (s), ubicación (s) y fecha (s) en el espacio de abajo.  
Adjunte una hoja si es necesario

Nota: Cualquier solicitante con cualquier *Wants* / *Warrants* activo, o es un delincuente sexual registrado, en una lista de terroristas o en Libertad Condicional SERÁ DESCALIFICADO(A)

Certifico que no he sido arrestado o condenado por cualquier delito que descalifiquen. La información proporcionada en esta solicitud es verdadera, completa y correcta según mi mejor conocimiento y creencia y es proporcionada de buena fe. Entiendo que una declaración falsa intencional y deliberada en esta solicitud puede ser una descalificación automática.

Firma del solicitante: \_\_\_\_\_ Fecha: \_\_\_\_\_

Durante el transcurso de esta revisión de seguridad si se establecen las discrepancias o hay alguna información contradictoria, el solicitante deberá tomar las huellas digitales a costa del solicitante. El pago requerido es de \$ 55

El WCSD se reserva el derecho de exigir las huellas digitales a cualquier empleado de afuera.

Firma de Autorización de Huellas Digitales  
(Cuando sea requerida)

### To Be Completed by WCSD Personnel (A ser completado por el personal)

Date/Time: \_\_\_\_\_ Picture ID Check: \_\_\_\_\_ (Copy of government ID must be attached)

\_\_\_\_ WANTS  
\_\_\_\_ Valid ID  
\_\_\_\_ NCJIS  
\_\_\_\_ TPO  
\_\_\_\_ Sex Offender Check  
\_\_\_\_ MNS-ARMS  
\_\_\_\_ Tiburon

☐ Denied  
☐ Approved

By: \_\_\_\_\_

Notas: \_\_\_\_\_

## SECTION 01027 – APPLICATIONS FOR PAYMENT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including all bid documents and addendums associated with this project shall apply to this section.

#### 1.2 SUMMARY

- A. This section specifies administrative and procedural requirements governing the Contractor's Applications for Payment.
- B. Related Sections: The following sections contain requirements that relate to this section.
  - 1. Schedules: The Contractor's Construction Schedule and Submittal Schedule are specified in SECTION 01300 - SUBMITTALS.

#### 1.3 SCHEDULE OF VALUES

- A. Coordination: Coordinate preparation of the Schedule of Values with preparation of the Contractor's Construction Schedule.
  - 1. Correlate line items in the Schedule of Values with other required administrative schedules and forms, including:
    - a. Contractor's Construction Schedule
    - b. Application for Payment forms, including continuation sheets
    - c. List of all tier Sub-Contractors
    - d. List of products
    - e. List of principal suppliers and fabricators
    - f. Schedule of Submittals
    - g. Schedule of Allowances
    - h. Schedule of Alternates
  - 2. Submit the Schedule of Values to the Architect at the earliest possible date but no later than seven (7) calendar days before the date scheduled for submittal of the initial Application for Payment.
  - 3. Sub-schedules: Where Work is separated into phases requiring separately phased payments, provide sub-schedules showing values correlated with each phase of payment.
- B. Format and Content: Use the Project Manual Table of Contents as a guide to establish the format for the Schedule of Values. Provide at least one line item for each Specification Section.

## SECTION 01027 – APPLICATIONS FOR PAYMENT

1. Identification: Include the following Project identification on the Schedule of Values:
  - a. Project name and location
  - b. Name of the Architect
  - c. Project Number
  - d. Contractor's name and address
  - e. Date of submittal
2. Arrange the Schedule of Values in tabular form with separate columns to indicate the following for each item listed:
  - a. Related Specification Section or Division including general conditions broken down categorically.
  - b. Description of Work
  - c. Name of Sub-Contractor
  - d. Name of manufacturer or fabricator
  - e. Generic Name of supplier
  - f. Change Orders (numbers) that affect value
  - g. Dollar value
    1. Percentage of Contract Sum to nearest one-hundredth percent, adjusted to total 100 percent.
3. Provide a breakdown of the Contract Sum in sufficient detail to facilitate continued evaluation of Application for Payment and progress reports. Coordinate with the Project Manual Table of Contents. Break principal subcontract amounts down into several line items. Include a line item for Force Accounts and unit price items, as applicable.
4. The total shall equal the Contract Sum.
5. For each part of the work where an Application for Payment may include materials or equipment, purchased or fabricated and stored on or off-site, provide separate line items on the Schedule of Values for cost of those materials.
  - a. If the Contractor is requesting payment for materials or equipment that are stored off-site, those materials must be stored in a bonded and insured third party warehouse, and they must be segregated from other stored materials and they shall be identified according to project name, material and/or equipment description, and quantity. These materials must be observed in their stored condition by either the Architect or the Owner's representative prior to approval of the Application for Payment. In lieu of bond for stored materials offsite the contractor/subcontractor may provide an appropriate insurance policy approved by the owner to provide for the full replacement cost coverage for all materials stored. Any coverage for materials or equipment



## SECTION 01027 – APPLICATIONS FOR PAYMENT

stored off-site shall include Owner as loss payee with respect to its interests. These materials must be observed in their stored condition by either the Architect or the Owner's representatives prior to approval of the Application for Payment.

- b. All stored material payment requests shall include material supplier invoicing and shall not include labor or delivery costs.
- 6. Temporary facilities and other major cost items that are not direct cost of actual work-in-place shall be shown as separate line items in the Schedule of Values
  - a. General Conditions shall be broken down by major cost items and categories including breakout of labor and material.
  - b. General Conditions performed by subcontract work shall be broken down to individual categories on the schedule of values. No internal changes to subcontracts shall be allowed without formal Change Order Documentation and reflected on the schedule of values.
- 7. Schedule Updating: Update and resubmit the Schedule of Values prior to the next Application for Payment when Change Orders or Construction Change Directives result in a change in the Contract Sum.

### 1.4 APPLICATIONS FOR PAYMENT

- A. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and Owner's representative and paid for by the Owner.
  - 1. The initial Application for Payment, the Application for Payment at time of Substantial Completion, and the final Application for Payment involve additional requirements
- B. Each application for payment shall include sufficient documentation to substantiate completed work including but not limited to: subcontractor invoicing, all tiers; general conditions cost breakdown, etc.
- C. Payment Application Times: The date for each progress payment is as indicated in the Contract. The period covered by each Application for Payment is the period indicated in the Contract.
- D. Payment Application Forms: Use Washoe County School District Certificate for Payment form only. This form is available in both hard copy format or electronic format.
- E. Application Preparation: Complete every entry on the form. The execution of this form shall be by a person authorized to sign legal documents on behalf of the Contractor. The Owner will return incomplete applications without action.

## SECTION 01027 – APPLICATIONS FOR PAYMENT

1. Entries shall match data on the Schedule of Values and the Contractor's Construction Schedule. Use updated schedules if revisions were made.
  2. Include amounts of Change Orders and Construction Change Directives issued prior to the last day of the construction period covered by the application.
- F. Pre-Approval of Application: Percentages of completed work are to be verified by the Owner's Representative and Architect prior to transmittal to the Architect.
1. It shall be established at the Pre-Construction meeting the protocols that are acceptable to each party for the review of payment application percentages.
- G. Record Drawings and Record Specifications: Prior to transmittal of the Application for Payment, Record Drawings and Record Specifications must be reviewed and approved by the Owner's Representative and Architect.
1. It shall be established at the Pre-Construction meeting the protocols that are acceptable to each party for the review of Record Drawings and Specifications.
- H. Transmittal: Submit one (1) signed original copy of each Application for Payment to the Architect by a method ensuring receipt within twenty-four (24) hours. The submitted copy shall be complete, including waivers of lien and similar attachments, when required.
1. Transmit each copy with a transmittal form listing attachments and recording appropriate information related to the application, in a manner acceptable to the Architect.
  2. Obtain Owner's Representative's initials as established during the Pre-Construction meeting and in sub-section 1.4, items E & F above.
- I. Waivers of Mechanic's Lien: With each Application for Payment, submit conditional waivers of mechanic's lien from every entity who is lawfully entitled to file a mechanic's lien arising out of the Contract and related to the work covered by the payment.
1. Waiver Forms: Submit waivers of lien on forms, and executed in a manner, acceptable to the Owner.
- J. Initial Application for Payment: Administrative actions and submittals, that must precede or coincide with submittal of the first Application for Payment, include the following:
1. List of Sub-Contractors (all tiers)

## **SECTION 01027 – APPLICATIONS FOR PAYMENT**

2. List of principal suppliers and fabricators
3. Schedule of Values
4. Contractor's Construction Schedule
5. Schedule of principal products
6. Submittal Schedule
7. List of Contractor's staff assignments
8. List of Contractor's principal consultants
9. Copies of Building Permits
10. Copies of authorizations and licenses from governing authorities for performance of the work
11. Initial Progress Report
12. Report of Pre-Construction meeting
13. Data needed to acquire the Owner's insurance
14. Initial settlement survey and damage report, if required, (existing facility condition)
15. Record Drawings \*
16. Record Specifications\*

\* Record Drawings and Specifications must be reviewed and approved by the Owner's Representative prior to the Application for Payment.

K. Continuing Application for Payments: Administrative actions and submittals, that must precede or coincide with submittal of the Application for Payment, include the following:

1. Updated Contractor's Construction Schedule
2. Progress report
3. Record Drawings\*
4. Record Specifications\*

## SECTION 01027 – APPLICATIONS FOR PAYMENT

\*Record Drawings and Specifications must be reviewed and approved by the Owner's Representative prior to the Application for Payment.

L. Application for Payment at Substantial Completion: Following issuance of the Certificate of Substantial Completion, submit an Application for Payment.

1. This application shall reflect Certificates of Partial Substantial Completion issued previously for Owner occupancy of designated portions of the work.
2. Administrative actions and submittals that shall precede or coincide with this application include:
  - a. Occupancy permits and similar approvals
  - b. Changeover information related to Owner's occupancy, use, operation, and maintenance
  - c. Final cleaning
  - d. Application for reduction of retainage and consent of surety
  - e. Advice on shifting insurance coverages
  - f. List of incomplete work, recognized as exceptions to Architect's Certificate of Substantial Completion
  - g. Record Drawings\*
  - h. Record Specifications\*
  - i. Meter Readings
  - j. Change of door locks to Owner's access

\*Record Drawings and Specifications must be reviewed and approved by the Owner's Representative prior to the Application for Payment.

M. Final Payment Application: Administrative actions and submittals that must precede or coincide with submittal of the final Application for Payment include the following:

1. Completion of project closeout requirements
2. Completion of items specified for completion after Substantial Completion
3. Ensure that unsettled claims will be settled
4. Ensure that incomplete work is not accepted and will be completed without undue delay
5. Completion and final reporting of all prevailing wage and apprentice utilization including unsettled prevailing wage and apprentice utilization claims
6. Transmittal of required project construction records to the Owner
7. Proof that taxes, fees, and similar obligations were paid

## **SECTION 01027 – APPLICATIONS FOR PAYMENT**

8. Removal of temporary facilities and services
9. Removal of surplus materials, rubbish, and similar elements
10. Certified property survey
11. Warranties (Guarantees) and Maintenance Agreements
12. Test/adjust/balance records
13. Operation and Maintenance Manuals
14. Startup performance reports
15. Final progress photographs

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

**END OF SECTION 01027**

## **SECTION 01035 - MODIFICATION PROCEDURES**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including all bid documents and addendums associated with this project shall apply to this section.

#### **1.2 SUMMARY**

- A. This section specifies administrative and procedural requirements for handling and processing contract modifications.
- B. Related Sections: The following sections contain requirements that relate to this Section:
  - 1. Division 1 SECTION 01300 – SUBMITTALS for requirements for the Contractor's Construction Schedule.
  - 2. Division 1 SECTION 01027 – APPLICATIONS FOR PAYMENT for administrative procedures governing Applications for Payment.
  - 3. Division 1 SECTION 01631 – SUBSTITUTIONS for administrative procedures for handling requests for substitutions made after award of the Contract.

#### **1.3 MINOR CHANGES IN THE WORK**

- A. The Architect will issue supplemental instructions authorizing minor changes in the work, not involving adjustment to the contract sum or contract time, as an Architect's Supplemental Instruction.

#### **1.4 CHANGE ORDER PROPOSAL REQUESTS**

- A. Owner-Initiated Proposal Requests: The Architect will issue a detailed description of proposed changes in the work that will require adjustment to the contract sum or contract time. If necessary, the description will include supplemental or revised drawings and specifications.
  - 1. Proposal requests issued by the Architect are for information only. Do not consider them as an instruction either to stop work in progress or to execute the proposed change.
  - 2. Within fourteen (14) working days of receipt of a proposal request, submit an estimate of cost necessary to execute the change to the Architect for the Owner's review.

## SECTION 01035 - MODIFICATION PROCEDURES

- a. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
  - b. Indicate applicable taxes, delivery charges, equipment rental and amounts of trade discounts.
  - c. Include a statement indicating the effect the proposed change in the work will have on the contract time.
  - d. Include all subcontractor and contractor overhead and profit per contract documents.
- B. Contractor-Initiated Proposals: When latent or unforeseen conditions require modifications to the Contract, the Contractor may propose changes by submitting a request for a change to the Architect.
1. Include a statement outlining the reasons for the change and the effect of the change on the work. Provide a complete description of the proposed change. Indicate the effect of the proposed change on the contract sum and contract time.
  2. Include a list of quantities of products required and unit costs, with the total amount of purchases to be made. Where requested, furnish survey data to substantiate quantities.
  3. Indicate applicable taxes, delivery charges, equipment rental, and amounts of trade discounts.
  4. Comply with requirements in SECTION 01631 – SUBSTITUTIONS if the proposed change requires substitution of one product or system for a product or system specified.
  5. Include a list of all associated cost that would be incurred, including subcontractor and contractor overhead and profit per contract documents.
- C. The Contractor shall prepare his response in accordance with the requirements set forth in the General Conditions.
- D. Proposal Request Form: Use AIA Document G709-2001 for Change Order Proposal Requests or Change Order Request Form (CP-F107).

### 1.5 CONSTRUCTION CHANGE DIRECTIVE

- A. Construction Change Directive: When the Owner and the Contractor disagree on the terms of a Proposal Request, the Owner and Architect may issue a Construction

## **SECTION 01035 - MODIFICATION PROCEDURES**

Change Directive. The Construction Change Directive instructs the Contractor to proceed with a change in the work, for subsequent inclusion in a Change Order. The Construction Change Directive will be approved upon email confirmation from the Owner.

1. The Construction Change Directive contains a complete description of the change in the work. It also designates the method to be followed to determine change in the contract sum or contract time.
- B. Documentation: Maintain detailed records on a time and material basis of work required by the Construction Change Directive.
1. After completion of the change, submit an itemized account and supporting data necessary to substantiate cost and time adjustments to the Contract.
- C. Notification: Contractor shall notify Owner prior to any "Not to Exceed" items being over run. Additional Construction Change Directive may be required for over run work.

### **1.6 CHANGE ORDER PROCEDURES**

- A. Upon the Owner's approval of a Proposal Request, the Architect will issue a Change Order for signatures of the Owner and the Contractor on AIA Form G701-2000/2001 or WCSD's Change Order Form (CP-F107).

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

**END OF SECTION 01035**



**SECTION 01035 - MODIFICATION PROCEDURES**

**ARCHITECT / OWNER**  
**SAMPLE PRICE REQUEST**

Date: \_\_\_\_\_ Price Request # \_\_\_\_\_

Contractor: \_\_\_\_\_

Bid/Quote #: \_\_\_\_\_

Project: \_\_\_\_\_

Please submit a Price Quotation for the following changes being considered. Quote the change within fourteen (14) calendar days - ADD or DEDUCT - in the Contract Sum and any change in the Contract Time. Also, please state how long the price quoted is effective before job conditions warrant an increase in price. This is NOT authorization to proceed with this work.

REFERENCE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CHANGE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

REASON: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 01035 - MODIFICATION PROCEDURES**

**CONTRACTOR / OWNER**  
**SAMPLE CHANGE ORDER REQUEST**

Date: \_\_\_\_\_ Price Request # \_\_\_\_\_

Contractor: \_\_\_\_\_

Bid/Quote #: \_\_\_\_\_

Project: \_\_\_\_\_

Please submit a Price Quotation for the following changes being considered. Quote the change within five (14) calendar days - ADD or DEDUCT - in the Contract Sum and any change in the Contract Time. Also, please state how long the price quoted is effective before job conditions warrant an increase in price. This is NOT authorization to proceed with this work.

REFERENCE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CHANGE: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

REQUESTED BY: \_\_\_\_\_

REASON: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**SECTION 01035 - MODIFICATION PROCEDURES**

**SAMPLE CLARIFICATION**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

SUBJECT: \_\_\_\_\_

REFERENCE: \_\_\_\_\_

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

CLARIFICATION: \_\_\_\_\_

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

THIS INFORMATION IS PROVIDED FOR CLARIFICATION ONLY AND DOES NOT INVOLVE ANY CHANGE IN CONTRACT PRICE OR TIME.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ CLAR. NO.: \_\_\_\_\_

**SECTION 01035 - MODIFICATION PROCEDURES**

**SAMPLE REQUEST FOR INFORMATION**

DATE: \_\_\_\_\_

TO: \_\_\_\_\_

FROM: \_\_\_\_\_

SUBJECT: \_\_\_\_\_

REFERENCE:

Specification Section: \_\_\_\_\_ Paragraph: \_\_\_\_\_

Drawing Number: \_\_\_\_\_ Details: \_\_\_\_\_

INFORMATION REQUIRED: \_\_\_\_\_

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

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

\_\_\_\_\_

REPLY TO ABOVE RFI: \_\_\_\_\_

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

THIS INFORMATION IS PROVIDED FOR CLARIFICATION ONLY AND DOES NOT INVOLVE ANY CHANGE IN CONTRACT PRICE OR TIME.

SIGNATURE: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_ CLAR. NO.: \_\_\_\_\_

## **SECTION 01040 – COORDINATION**

### **PART 1 – GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including all bid documents and addendums associated with this project shall apply to this section.

#### **1.2 SUMMARY**

- A. This section includes administrative and supervisory requirements necessary for coordinating construction operations including, but not necessarily limited to, the following:
  - 1. General project coordination procedures
  - 2. Conservation
  - 3. Coordination Drawings
  - 4. Administrative and supervisory personnel
  - 5. Cleaning and protection
- B. Related Sections: The following sections contain requirements that relate to this Section:
  - 1. Division 1 Section 01050 – FIELD ENGINEERING specifies procedures for field engineering services, including establishment of benchmarks and control points.
  - 2. Division 1 Section 01200 – PROJECT MEETING for progress meetings, coordination meetings, and pre-installation conferences.
  - 3. Division 1 Section 01300 – SUBMITTALS for preparing and submitting the Contractor's construction schedule.
  - 4. Division 1 Section 01600 – MATERIALS AND EQUIPMENT for coordinating general installation.
  - 5. Division 1 Section 01700 – CONTRACT CLOSEOUT for coordinating contract closeout.

#### **1.3 COORDINATION**

- A. Coordinate construction operations included in various sections of these Specifications to assure efficient and orderly installation of each part of the work.

## SECTION 01040 – COORDINATION

Coordinate construction operations included under different sections that depend on each other for proper installation, connection, and operation.

1. Schedule construction operations in the sequence required to obtain the best results where installation of one part of the work depends on installation of other components, before or after its own installation.
  2. Coordinate installation of different components to assure maximum accessibility for required maintenance, service, and repair.
  3. Make provisions to accommodate items scheduled for later installation.
- B. Where necessary, prepare memoranda for distribution to each party involved, outlining special procedures required for coordination, include such items as required notices, reports, and attendance at meetings.
1. Prepare similar memoranda for the Owner and separate contractors where coordination of their work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and assure orderly progress of the work. Such administrative activities include, but are not limited to, the following:
1. Preparation of schedules
  2. Installation and removal of temporary facilities
  3. Delivery and processing of submittals
  4. Progress meetings
  5. Project closeout activities
- D. Conservation: Coordinate construction operations to assure that operations are carried out with consideration given to conservation of energy, water, and materials.
1. Salvage materials and equipment involved in performance of, but not actually incorporated in, the work.
- E. Coordinate the installation of all motor starters. General Contractor is responsible for costs associated with supplying and installing all required motor starters.

## SECTION 01040 – COORDINATION

- F. Dimensions: The Structural drawings are to be used in conjunction with the Architectural, Mechanical and Electrical drawings. Primary structural elements are dimensioned on the structural plans and details. Not all secondary dimensions are shown, such as exact door and window locations, wall configurations, slab slopes, depressions, curbs, etc. Coordination of the structure of the dimensions as shown on the drawings and architectural items to be embedded into, or attached to the structure, is the responsibility of the Contractor. Any dimensions discrepancies between the Architectural, Civil Structural, Mechanical and Electrical drawings shall be reported to the Owner's Representative and Architect before proceeding with the work.
- G. Intent of Drawings:
1. The work of the Contractor and subcontractor shall conform to the intent of the architectural and coordination drawings as reviewed by the Architect. Drawings are partly diagrammatic and do not intend to show in details all features of work. The Contractor shall carefully review the work to be performed by other trades, compare related drawings and shall thoroughly understand the building conditions affecting their work.
  2. All changes required in the work caused by failure to do so shall be at no expense to the Owner.
- H. Interfaces and Right-of-Way:
1. Make proper provisions to avoid interfaces.
  2. Where conflicts occur, architectural and structural has right-of-way over mechanical and electrical work; concealed mechanical work has right-of-way over concealed electrical work; exposed electrical fixtures have right-of-way over mechanical fixtures.
  3. Submit conflicts which cannot be resolved by right-of-way to the Owner for direction.
  4. Submit reflected ceiling coordination plans showing work by all applicable trades for review and approval by the Architect.
- I. Masonry Wall Coordination Drawings:
1. Contractor shall be responsible for providing masonry wall coordination drawings for all concrete masonry unit walls. Drawings shall consist of wall elevations drawn to scale at not less than  $\frac{1}{4}" = 1'0"$ .
  2. Wall elevations shall include dimensioned sizes and locations for all door, window and mechanical openings and penetrations, beam and joist

## SECTION 01040 – COORDINATION

bearing pockets, ledger angles, embedded plate connections, and anchor bolts. All miscellaneous steel to be embedded in the masonry unit wall shall be referenced by show drawing mark number or structural detail number.

3. Masonry wall coordination drawings shall be reviewed and approved by interfacing trades prior to submittal to the Architect. Shop drawings for masonry reinforcement shall be an 'overlay' of the masonry wall coordination drawings. Detail, fabricate and place per ACI 315. Reinforcing shop drawings elevations shall show all vertical and horizontal reinforcing layouts; special reinforcement at lintels and jams at doors, windows, mechanical openings and as called out on Structural drawings.

### 1.4 SUBMITTALS

- A. Coordination Drawings: Prepare coordination drawings where careful coordination is needed for installation of products and materials fabricated by separate entities. Prepare coordination drawings where limited space availability necessitates maximum utilization of space of efficient installation of different components.
  1. Show the relationship of components shown on separate Shop drawings.
  2. Indicate required installation sequences.
  3. Comply with requirements contained in Section 01300 - SUBMITTALS.
- B. Staff Names: Within 15 days of commencement of construction operations, submit a list of the Contractor's principal staff assignments, including the Superintendent and other personnel in attendance at the project site. Identify individuals and their duties and responsibilities. List their addresses and telephone numbers.
  1. Post copies of the list in the Project Meeting Room, the temporary field office and each temporary telephone.

### PART 2 – PRODUCTS (Not Applicable)

### PART 3 – EXECUTION

#### 3.1 GENERAL COORDINATION PROVISIONS

- A. Inspection of Conditions: Require the Installer of each major component to inspect both the substrate and conditions under which work is to be performed. Do not proceed until unsatisfactory conditions have been corrected in an acceptable manner.



## SECTION 01040 – COORDINATION

- B. Coordinate temporary enclosures with required inspections and tests to minimize the necessity of uncovering completed construction for that purpose.

### 3.2 CLEANING AND PROTECTION

- A. Clean and protect construction in progress and adjoining materials in place, during handling and installation. Apply protective covering where required to assure protection from damage or deterioration at Substantial Completion.
- B. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to assure operability without damaging effects.
- C. Limiting Exposures: Supervise construction operations to assure that no part of the construction completed or in progress, is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period. Where applicable, such exposures include, but are not limited to, the following:
  - 1. Excessive static or dynamic loading
  - 2. Excessive internal or external pressures
  - 3. Excessively high or low temperatures
  - 4. Thermal shock
  - 5. Excessively high or low humidity
  - 6. Air contamination or pollution
  - 7. Water or ice
  - 8. Solvents
  - 9. Chemicals
  - 10. Light
  - 11. Radiation
  - 12. Puncture
  - 13. Abrasion
  - 14. Heavy traffic
  - 15. Soiling, staining and corrosion
  - 16. Bacteria
  - 17. Rodent and insect infestation
  - 18. Combustion
  - 19. Electrical current
  - 20. High-speed operation
  - 21. Improper lubrication
  - 22. Unusual wear or other misuse
  - 23. Contact between incompatible materials
  - 24. Destructive testing
  - 25. Misalignment
  - 26. Excessive weathering
  - 27. Unprotected storage

## **SECTION 01040 – COORDINATION**

- 28. Improper shipping or handling
- 29. Theft
- 30. Vandalism

**END OF SECTION 01040**

## SECTION 01045 - CUTTING AND PATCHING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including all contract documents and addendums associated with this project shall apply to this section.

#### 1.2 SUMMARY

- A. This section includes administrative and procedural requirements for cutting and patching.
- B. Related Sections: The following sections contain requirements that relate to this section:
  - 1. Division 1 SECTION 01040 - COORDINATION for procedures for coordinating cutting and patching with other construction activities.
  - 2. Division 2 SELECTIVE DEMOLITION for demolition of selected portions of the building for alterations.
  - 3. Refer to other sections for specific requirements and limitations applicable to cutting and patching individual parts of the work.
    - a. Requirements of this section apply to mechanical and electrical installations. Refer to Division 15 and 16 sections for other requirements and limitations applicable to cutting and patching mechanical and electrical installations.

#### 1.3 SUBMITTALS

- A. Cutting and Patching Proposal: Submit a proposal describing procedures well in advance of the time cutting and patching will be performed if the Owner requires approval of these procedures before proceeding. Request approval to proceed. Include the following information, as applicable, in the proposal:
  - 1. Describe the extent of cutting and patching required. Show how it will be performed and indicate why it cannot be avoided.
  - 2. Describe anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in the building's appearance and other significant visual elements.
  - 3. List products to be used and firms or entities that will perform work.

## SECTION 01045 - CUTTING AND PATCHING

4. Indicate dates when cutting and patching will be performed.
5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
6. Approval by the Architect to proceed with cutting and patching does not waive the Architect's right to later require complete removal and replacement of unsatisfactory work.

### 1.4 QUALITY ASSURANCE

- A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.
  1. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:
    - a. Foundation construction
    - b. Bearing and retaining walls
    - c. Structural steel
    - d. Lintels
    - e. Miscellaneous structural metals
    - f. Piping, ductwork, vessels, and equipment
- B. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.
  1. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:
    - a. Primary operational systems and equipment
    - b. Air or smoke barriers
    - c. Water, moisture or vapor barriers
    - d. Membranes and flashings
    - e. Fire protection systems
    - f. Noise and vibration control elements and systems
    - g. Control systems
    - h. Communication systems
    - i. Electrical wiring systems
    - j. Operating systems of special construction in Division 13 sections

## SECTION 01045 - CUTTING AND PATCHING

- C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Architect's opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.
  - 1. If possible, retain the original installer or fabricator to cut and patch the exposed work. If it is impossible to engage the original installer or fabricator, engage another recognized experienced and specialized firm.

### 1.5 WARRANTY

- A. Existing Warranties: Replace, patch and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties, required or existing.

## PART 2 - PRODUCTS

### 2.1 MATERIALS, GENERAL

- A. Use materials identical to existing materials. For exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible if identical materials are unavailable or cannot be used. Use materials whose installed performance will equal or surpass that of existing materials.

## PART 3 - EXECUTION

### 3.1 INSPECTION

- A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.
  - 1. Before proceeding, meet at the Project Site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

### 3.2 PREPARATION

- A. Temporary Support: Provide temporary support of work to be cut.
- B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.

## SECTION 01045 - CUTTING AND PATCHING

- C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.
- D. Avoid cutting existing pipe, conduit, or ductwork serving the building but scheduled to be removed or relocated until provisions have been made to bypass them.

### 3.3 PERFORMANCE

- A. General: Employ skilled workers to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.
  - 1. Cut existing construction to provide for installation of other components or performance of other construction activities and the subsequent fitting and patching required to restore surfaces to their original condition.
- B. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining construction. Where possible, review proposed procedures with the original installer; comply with the original installer's recommendations.
  - 1. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
  - 2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
  - 3. Cut through concrete and masonry using a cutting machine, such as a carborundum saw or a diamond-core drill.
  - 4. Comply with requirements of applicable Division 2 sections where cutting and patching requires excavating and backfilling.
  - 5. Where services are required to be removed, relocated or abandoned, bypass utility services, such as pipe or conduit, before cutting. Cut-off pipe or conduit in walls or partitions to be removed. Cap, valve or plug and seal the remaining portion of pipe or conduit to prevent entrance of moisture or other foreign matter after bypassing and cutting.
- C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
  - 1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.

## **SECTION 01045 - CUTTING AND PATCHING**

2. Restore exposed finishes of patched areas and extend finish restoration into retained adjoining construction in a manner that will eliminate evidence of patching and refinishing.
3. Where removing walls or partitions extends one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform color and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.
  - a. Where patching occurs in a smooth painted surface, extend final paint coat over entire unbroken surface containing the patch after the area has received primer and second coat.
4. Patch, repair or rehang existing ceilings as necessary to provide an even plane surface of uniform appearance.

### **3.4 CLEANING**

- A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty and similar items. Thoroughly clean piping, conduit and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

**END OF SECTION 01045**

## **SECTION 01200 - PROJECT MEETINGS**

### **PART 1- GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including all bid documents and addendums associated with this project shall apply to this section.

#### **1.2 SUMMARY**

- A. This section includes administrative and procedural requirements for project meetings including, but not limited, to the following:
  - 1. Pre-Construction Conference
  - 2. Pre-Installation Conferences
  - 3. Coordination Meetings
  - 4. Progress Meetings
  - 5. Start-up / Training
  - 6. Service, maintenance, warranty review.
- B. Construction Schedules are specified in Division 1 SECTION 01310-A – PROGRESS SCHEDULES.

#### **1.3 PRE-CONSTRUCTION CONFERENCE**

- A. The Contractor shall schedule a pre-construction conference and organizational meeting at the project site or other convenient location no later than fifteen (15) days after execution of the Contract and prior to commencement of any construction activities. The Contractor shall conduct the meeting to review scope, responsibilities, personnel assignments, Permits, submittals, safety, emergency action plans, contacts, schedule, etc.
- B. Attendees: Owner; Architect, and their consultants; Contractor and their Superintendent and major sub-contractors; and manufacturers, suppliers and other concerned appropriate parties shall each be represented at the conference by persons familiar with and authorized to conclude matters relating to the work.
- C. Agenda: Discuss items of significance that could affect progress including such topics as:
  - 1. Construction schedule



## SECTION 01200 - PROJECT MEETINGS

2. Critical work sequencing
3. Designation of responsible personnel
4. Procedures for processing field decisions and change orders
5. Procedures for processing Applications for Payment
6. Submittal of Shop Drawings, product data and samples
7. Preparation of Record Documents
8. Use of the premises
9. Office, work and storage areas
10. Equipment deliveries and priorities
11. Safety and Security, emergency procedures
12. Housekeeping
13. Working hours

### 1.4 PRE-INSTALLATION CONFERENCES

- A. Conduct a pre-installation conference at the site before each major construction activity that requires coordination with other construction. The installer and representatives of manufacturers and fabricators involved in or affected by the installation, and its coordination of integration with other materials and installations that have preceded or will follow, shall attend the meeting. The Contractor shall advise the Architect of scheduled meeting dates.
- B. Review the progress of other construction activities and preparations for the particular activity under consideration at each pre-installation conference, including requirements for:
  1. Contract Documents
  2. Options
  3. Related Change Orders
  4. Purchases
  5. Deliveries

## SECTION 01200 - PROJECT MEETINGS

6. Shop Drawings, products data and quality control samples
  7. Possible conflicts
  8. Compatibility problems
  9. Time schedules
  10. Weather limitations
  11. Manufacturer's recommendations
  12. Compatibility of materials
  13. Acceptability of substrates
  14. Temporary facilities
  15. Space and access limitations
  16. Governing regulations
  17. Inspection and testing requirements
  18. Required performance results
  19. Recording requirements
  20. Protections
- C. Record significant discussions and agreements and disagreements of each conference, along with the approved schedule. Distribute the minutes of the meeting to everyone concerned, promptly, including the Owner and the Architect.
- D. Do not proceed if the conference cannot be successfully concluded. Initiate whatever actions are necessary to resolve impediments to performance of work and reconvene the conference at the earliest feasible date.

### 1.5 PROGRESS MEETINGS

- A. Conduct a weekly progress meeting at the project site at regularly scheduled intervals. Coordinate with the Owner and the Architect of scheduled meeting dates. Coordinate dates of meetings with preparation of the payment request, Change Order request, mockup reviews, etc.

## SECTION 01200 - PROJECT MEETINGS

- B. Attendees: In addition to representatives of the Owner, Architect, Construction Manager each sub-contractor, supplier or other entity concerned with current progress or involved in planning, coordination or performance of future work shall be represented at these meetings by persons familiar with the project and authorized to conclude matters relating to progress.
- C. Agenda: Review and correct or approve minutes of the previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to the current status of the project.
  - 1. Contractor's Construction Schedule: Review progress since the last meeting. Determine where each activity is in relation to the Contractor's construction schedule, whether on time or ahead or behind schedule. Determine how construction that is behind schedule will be expedited; and secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the allotted contract time.
  - 2. Review the present and future needs of each entity present, including such items as:
    - a. Interface requirements
    - b. Time
    - c. Sequence
    - d. Deliveries
    - e. Off-site fabrication problems
    - f. Access
    - g. Site utilization
    - h. Temporary facilities
    - i. Hours of work
    - j. Hazards of work
    - k. Housekeeping
    - l. Quality and work standards
    - m. Change Orders
    - n. Documentation of information for payment requests
- D. Reporting: No later than three (3) days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to other parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
  - 1. Schedule Updating: update the construction progress schedule after each progress meeting where modifications to the schedule have been made or recognized. Issue the updated schedule concurrently with the report of each meeting.

## **SECTION 01200 - PROJECT MEETINGS**

### **1.6 GUARANTEE/WARRANTIES; BONDS; AND SERVICE AND MAINTENANCE CONTRACTS REVIEW MEETING:**

- A. Eleven (11) months following the date of Substantial Completion of the work, hold a meeting for the purpose of review of guarantees/warranties; bonds; and service and maintenance contracts for materials and equipment.
- B. Meeting location shall be at a mutually agreed upon site, as convenient as possible for all parties.
- C. Attending shall be representatives of the following:
  - 1. Owner
  - 2. Architect
  - 3. Owner's and Architect's Consultants, as appropriate to the agenda
  - 4. Construction Manager
  - 5. Commissioning Agent
  - 6. Contractor
  - 7. Sub-contractors, as appropriate to the agenda
  - 8. Suppliers, as appropriate to the agenda
  - 9. Others, as appropriate to the agenda
- D. Owner will prepare an agenda for the meeting and distribute it to the attendees a minimum of seven (7) calendar days in advance of the scheduled meeting date.
- E. The Contractor shall take action as appropriate to implement repair or replacement of defective items and to extend service and maintenance contracts.
- F. Owner or Owners Representative shall take meeting notes and distribute them to all attendees. Attendees taking exception to anything in the meeting notes shall state in writing to the Owner within five (5) working days, following receipt of meeting notes.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

**END OF SECTION 01200**

## SECTION 01300 – SUBMITTALS

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including all bid documents and addendums associated with this project shall apply to this section.

#### 1.2 SUMMARY

- A. This section includes administrative and procedural requirements for submittals required for performance of the work, including the following:
  - 1. Submittal Schedule
  - 2. Daily Construction Reports
  - 3. Shop Drawings
  - 4. Product Data
  - 5. Samples
  - 6. Quality Assurance Submittals
  - 7. Record Drawings
  - 8. Record Specifications
- B. Administrative Submittals: Refer to other Division 1 Sections and other contract documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:
  - 1. Permits
  - 2. Applications for Payment
  - 3. Performance and Labor & Material Bonds
  - 4. Insurance Certificates
  - 5. List of Sub-Contractors
- C. Related Sections: The following sections contain requirements that relate to this section:

## SECTION 01300 – SUBMITTALS

1. Division 1 SECTION 01027 – APPLICATION FOR PAYMENT specifies requirements for submittal of the Schedule of Values.
2. Division 1 SECTION 01040 - COORDINATION specifies requirements governing preparation and submittal of required coordination drawings.
3. Division 1 SECTION 01200 – PROJECT MEETING specifies requirements for submittal and distribution of meeting and conference minutes.
4. Division 1 SECTION 01400 – QUALITY CONTROL specifies requirements for submittal of inspection and test reports.
5. Division 1 SECTION 01700 – CONTRACT CLOSEOUT specifies requirements for submittal of project Record Documents and warranties at project closeout.

### 1.3 DEFINITIONS

- A. Coordination drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.
  1. Preparation of coordination drawings is specified in Division 1 SECTION 01040 - COORDINATION and may include components previously shown in detail on Shop Drawings or Product Data.
- B. Field samples are full size physical examples erected onsite to illustrate finishes, coatings or finish materials. Field samples are used to establish the standard by which the work will be judged.
- C. Mockups are full size assemblies for review of construction, coordination, testing or operation; they are not samples.

### 1.4 SUBMITTAL PROCEDURES

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.
  1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals and related activities that require sequential activity.
  2. Coordinate transmittal of different types of submittals for related elements of the work so processing will not be delayed by the need to review submittals concurrently for coordination.

## SECTION 01300 – SUBMITTALS

- a. The Architect reserves the right to withhold action on a submittal requiring coordination with other submittals until all related submittals are received.
3. Processing: To avoid the need to delay installation as a result of the time required to process submittals, allow sufficient time for submittal review, including time for resubmittals.
  - a. Allow three (3) weeks for initial review. Allow additional time if the Architect must delay processing to permit coordination with subsequent submittals, or needs additional information to complete review.
  - b. If an intermediate submittal is necessary, process the same as the initial submittal.
  - c. Allow two (2) weeks for reprocessing each submittal.
  - d. No extension of contract time, overhead or profit will be authorized because of failure to transmit submittals to the Architect sufficiently in advance of the work to permit processing.
  - e. Allow four (4) weeks for initial review of any submittal requiring review by Authority Having Jurisdiction (AHJ). A listing of these known submittals is indicated on the contract drawings, but this is not necessarily exhaustive.
- B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.
  1. Provide a space approximately 4" x 5" (100 x 125 mm) on the label or beside the title block on the Shop Drawings to record the Contractor's review and approval markings and the action taken.
  2. Include the following information on the label for processing and recording action taken:
    - a. Project Name
    - b. Date
    - c. Name and Address of the Architect
    - d. Name and Address of the Contractor
    - e. Name and Address of Sub-Contractor
    - f. Name and Address of Supplier
    - g. Name of the Manufacturer
    - h. Number and Title of appropriate specification section
    - i. Drawing Number and detail references, as appropriate
- C. Submittal Transmittal: Package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Architect using a transmittal form. The Architect will not accept submittals received from sources other than the Contractor.

## SECTION 01300 – SUBMITTALS

1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from contract document requirements, including variations and limitations. Include Contractor's certification that information complies with contract document requirements.
2. Transmittal Form: Use AIA Document G810.

### 1.5 SUBMITTAL SCHEDULE

- A. After development and acceptance of the Contractor's construction schedule, prepare a complete schedule of submittals. Submit the schedule within ten (10) days of the date required for submittal of the Contractor's construction schedule.
  1. Coordinate submittal schedule with the list of sub-contracts, schedule of values and the list of products as well as the Contractor's construction schedule.
  2. Prepare the schedule in chronological order. Provide the following information:
    - a. Scheduled date for the first submittal
    - b. Related section number
    - c. Submittal category (Shop Drawings, Product Data or Samples)
    - d. Name of the Sub-Contractor
    - e. Description of the part of the work covered
    - f. Scheduled date for resubmittal
    - g. Scheduled date for the Architect's final release or approval
- B. Distribution: Following response to the initial submittal, print and distribute copies to the Architect, Owner, Sub-Contractors and other appropriate parties required to comply with submittal dates indicated. Post copies in the project meeting room and field office.
  1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the work and are no longer involved in construction activities.
- C. Schedule Updating: Revise the schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

### 1.6 DAILY CONSTRUCTION REPORTS

- A. Prepare a daily construction report recording the following information concerning events at the site and submit duplicate copies to the Architect and Owner daily:



## SECTION 01300 – SUBMITTALS

1. List of sub-contractors at the site
2. Exact count of personnel at the site from each contractor or sub-contractor
3. Time spent by each person working on site vs off the job site
4. High and low temperatures, general weather conditions
5. Accidents and unusual events
6. Meetings and significant decisions
7. Stoppages, delays, shortages and losses
8. Emergency procedures
9. Orders and requests of governing authorities
10. Change Orders received, implemented
11. Services connected, disconnected
12. Equipment or system tests and startups
13. Partial Completions, occupancies
14. Substantial Completions authorized
15. Record Drawing identified changes
16. Record Specification identified changes

### 1.7 SHOP DRAWINGS

- A. Submit newly prepared information drawn accurately to scale. Highlight, encircle or otherwise indicate deviations from the contract documents. Do not reproduce contract documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the project is not a Shop Drawing.
- B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:
  1. Dimensions

## SECTION 01300 – SUBMITTALS

2. Identification of products and materials included by sheet and detail number
3. Compliance with specified standards
4. Notation of coordination requirements
5. Notation of dimensions established by field measurement
6. Sheet Size: Except for templates, patterns and similar full size drawings, submit Shop Drawings on sheets at least 8½" x 11" but, no larger than 30" x 42".
7. Submit in the quantity the Contractor requires to be returned, together with four (4) additional copies each of brochures, catalog cuts and similar material for mechanical, electrical, hardware and elevator items; and three (3) additional copies for all others.
8. Do not use Shop Drawings without an appropriate final stamp indicating action taken.

### 1.8 PRODUCT DATA

- A. Collect Product Data into a single submittal for each element of construction or system. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing in diagrams and templates, standard wiring diagrams and performance curves.
  1. Mark each copy to show applicable choices and options. Where printed, Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
    - a. Manufacturer's printed recommendations
    - b. Compliance with trade association standards
    - c. Compliance with recognized testing agency standards
    - d. Application of testing agency labels and seals
    - e. Notation of dimensions verified by field measurement
    - f. Notation of coordination requirements
  2. Do not submit Product Data until compliance with requirements of the contract documents has been confirmed.
  3. Preliminary Submittal: Submit a preliminary single copy of Product Data where selection of options is required.

## SECTION 01300 – SUBMITTALS

4. Submittals: Submit three (3) copies of each required submittal; submit four (4) copies where required for maintenance manuals. The Architect will retain one and will return one (1) marked with action taken and corrections or modifications required. One (1) copy with review comments will be supplied to the Owner.
  - a. Unless non-compliance with contract document provisions is observed, the submittal may serve as the final submittal.
5. Distribution: Furnish copies of final submittal to installers, sub-contractors, suppliers, manufacturers, fabricators and others required for performance of construction activities. Show distribution on transmittal forms.
  - a. Do not proceed with installation until a copy of Product Data is in the installer's possession.
  - b. Do not permit use of unmarked copies of Product Data in connection with construction.

### 1.9 SAMPLES

- A. Submit full size, fully fabricated samples cured and finished as specified and physically identical with the material or product proposed. Samples include partial sections of manufactured or fabricated components, cuts or containers of materials, color range sets and swatches showing color, texture and pattern.
  1. Mount or display samples in the manner to facilitate review of qualities indicated. Prepare samples to match the Architect's sample. Include the following:
    - a. Specification section number and reference
    - b. Generic description of the sample
    - c. Sample source
    - d. Product name or name of the manufacturer
    - e. Compliance with recognized standards
    - f. Availability and delivery time
  2. Submit samples for review of size, kind, color, pattern, texture, and lead content testing for all paints and painted materials. Submit Samples for a final check of these characteristics with other elements and a comparison of these characteristics between the final submittal and the actual component as delivered and installed.
    - a. Where variation in color, pattern, texture or other characteristic is inherent in the material or product represented, submit at least three (3) multiple units that show approximate limits of the variations.

## SECTION 01300 – SUBMITTALS

- b. Refer to other specification sections for requirements for samples that illustrate workmanship, fabrication techniques, details of assembly, connections, operation and similar construction characteristics.
  - c. Refer to other sections for samples to be returned to the Contractor for incorporation in the work. Such samples must be undamaged at time of use. On the transmittal, indicate special requests regarding disposition of sample submittals.
  - d. Samples not incorporated into the work, or otherwise designated as the Owner's property, are the property of the Contractor and shall be removed from the site prior to Substantial Completion.
  - e. Samples that are tested by WCSD to have any lead content shall be rejected.
- 3. Preliminary Submittals: Submit a full set of choices where samples are submitted for selection of color, pattern, texture or similar characteristics from a range of standard choices.
  - a. The Architect will review and return preliminary submittals with the Architect's notation, indicating selection and other action.
- 4. Submittals: Except for samples illustrating assembly details, workmanship, fabrication techniques, connections, operation and similar characteristics, submit three (3) sets. The Architect will return one set marked with the action taken.
- 5. Maintain sets of samples, as returned, at the project site, for quality comparisons throughout the course of construction.
  - a. Unless non-compliance with contract document provisions is observed, the submittal may serve as the final submittal.
  - b. Sample sets may be used to obtain final acceptance of the construction associated with each set.
- B. Distribution of Samples: Prepare and distribute additional sets to sub-contractors, manufacturers, fabricators, suppliers, installers and others as required for performance of the work. Show distribution on transmittal forms.
  - 1. Field samples are full size examples erected on site to illustrate finishes, coatings or finish materials and to establish the project standard.
    - a. Comply with submittal requirements to the fullest extent possible. Process transmittal forms to provide a record of activity.

### 1.10 QUALITY ASSURANCE SUBMITTALS

## SECTION 01300 – SUBMITTALS

- A. Submit quality control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports and other quality control submittals as required under other sections of the specifications.
- B. Certifications: Where other sections of the specifications require certification that a product, material or installation complies with specified requirements, submit a notarized certification from the manufacturer certifying compliance with specified requirements.
  - 1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.
- C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 SECTION 01400 – QUALITY CONTROL.

### 1.11 ARCHITECT'S ACTION

- A. Except for submittals for the record or information, where action and return is required, the Architect will review each submittal, mark to indicate action taken and return promptly.
  - 1. Compliance with specified characteristics is the Contractor's responsibility.
- B. Action Stamp: The Architect will stamp each submittal with a uniform, action stamp. The Architect will mark the stamp appropriately to indicate the action taken, as follows:
  - 1. Final Unrestricted Release: When the Architect marks a submittal "No Exceptions Taken," the work covered by the submittal may proceed provided it complies with requirements of the contract documents. Final payment depends on that compliance.
  - 2. Final-But-Restricted Release: When the Architect marks a submittal "Implement Exception Noted," the work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the contract documents. Final payment depends on that compliance.
  - 3. Returned for Resubmittal: When the Architect marks a submittal "Not Approved, Revise and Resubmit," do not proceed with work covered by the submittal, including purchasing, fabrication, delivery or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.

## **SECTION 01300 – SUBMITTALS**

- a. Do not use, or allow others to use, submittals marked "Not Approved, Revise and Resubmit" at the project site or elsewhere where work is in progress.
  - b. When the submittal review action stamp is marked "Rejected", do not proceed with that portion of the work covered by the submittal including, but not limited to, purchasing, fabrication, delivery or other activity. Make a new submittal in accordance with the review notations on the submittal and resubmit without delay in the same manner and number as for the original submittal. Resubmit as often as necessary as required to obtain an unrestricted or restricted release action. "Rejected" review action stamp notation shall not be construed by the Contractor as a valid reason for an increase in contract time.
4. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Architect will return the submittal marked "Action Not Required."
- C. Unsolicited Submittals: The Architect will return unsolicited submittals to the sender without action.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

**END OF SECTION 01300**

## **SECTION 01310A – PROGRESS SCHEDULES**

### **PART 1 - GENERAL**

#### **1.1 THIS SECTION INCLUDES:**

- A. Schedule Submittal Requirements
- B. Schedule Submittal Format
- C. CPM Schedule Structural Requirements
- D. Updating Schedules
- E. Schedule Revisions
- F. Time Extensions
- G. Three (3) Week Projection Schedule

#### **1.2 RELATED SECTIONS**

- A. Division 1 SECTION 01010 – SUMMARY OF WORK
- B. Schedule of Values
- C. Division 1 SECTION 01027 – APPLICATION FOR PAYMENT
- D. Change Order Procedures
- E. Division 1 SECTION 01300 – SUBMITTALS

#### **1.3 SCHEDULE SUBMITTAL REQUIREMENTS**

- A. Submit, in duplicate, as described in Part 1.5 A., to the Owner and the Architect at the Pre-Construction Conference the following preliminary documents defining planned operations:
  - 1. Baseline Schedule
- B. The Architect and the Owner will review schedule submittals; such review shall not constitute an approval or acceptance of the Contractor's construction means, methods, sequencing or its ability to complete the work in a timely manner.
- C. The preliminary documents will illustrate, at a minimum, a detailed baseline schedule for those activities commencing within the first ten (10) calendar days after the Notice to Proceed is issued by the Owner.

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- D. The Contractor shall submit the completed Baseline documents to the Architect within thirty (30) calendar days from the Notice of Award. The schedules shall integrate the activities of the preliminary schedules, and include all activities required for contract completion.
  - 1. Within fifteen (15) calendar days after receipt of the complete Baseline Schedule, the Owner and Architect will communicate in writing their comments and concerns to the Contractor. Within five (5) working days, the Contractor shall adjust the schedule and progress curve to incorporate comments from the Owner and Architect and resubmit.
  - 2. Upon Owner and Architect receipt and acknowledgment of revisions to the Baseline Schedule, it shall become part of the contract documents. Payment to the Contractor shall be withheld until such schedule, satisfactory in form and substance to the Owner and Architect, has been received.
- E. Changes in logic and/or durations shall not be made without first noticing on the need to change with the Owner and Architect. Changes will be accepted where they are reasonable. Changes will be accepted or denied without liability. Changes to simply accommodate a perception of still being on schedule will not be accepted. At the discretion of the Architect and the Owner, the Baseline Schedule no longer represents the actual prosecution and progress of the work, the Architect and Owner will require a Recovery Schedule.
- F. Failure to provide the required schedule information at the required times will result in denial of the relative portion of progress payments until such time that the schedule information is submitted in the correct format at the sole option of the Owner.

### 1.4 SCHEDULE SUBMITTAL FORMAT

- A. Follow the guidelines below when submitting a baseline, update, or projection schedule.
  - 1. Required Diagrams:
    - a. Gantt/Bar Chart or Time Scaled Logic Diagram; sheet size to be a maximum of 30 x 42 inches, organized by building and/or area, sorted by early start and early finish dates.
    - b. The formatting of the (hard copy submission) Baseline Schedule, schedule updates and three (3) week projection schedules shall include the following information (order and content of columns):
      - i. Activity Description
      - ii. Original Duration



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- iii. Remaining Duration
  - iv. Percent Complete
  - v. Total Float
  - vi. Target Early Start (except on Baseline Schedule)
  - vii. Target Early Finish (except on Baseline Schedule)
  - viii. On all updates and projections, show Baseline Schedule as Target (with Target Early Start and Target Early Finish dates)
  - ix. Format title block to include (at a minimum) the Contractor's name, school name, project number, file name, data date and run date.
- c. The Contractor will be responsible for planning, scheduling, managing, and reporting the progress of the work in accordance with all of the specific methods and submittals described in this section.
- d. The construction schedule shall be prepared by a competent scheduler, and used by the Contractor to plan, prosecute and coordinate the work in an orderly and expeditious manner. The schedule will be used by the Owner and the Architect to evaluate progress and status at the various stages of the project, allocate funds, determine the impact of any changes to the Contract and establish the basis for progress payments.

### 1.5 CPM SCHEDULE STRUCTURAL REQUIREMENTS

- A. The following requirements have been defined in an effort to create consistency across all project schedules for purpose of analysis.

1. Structure of Schedule:

- a. The schedule should be broken down into logical areas of work. We suggest separate areas of the building and that sitework be divided into appropriate areas. We expect to see, at a minimum, the following areas (where applicable):
- i. Milestones
  - ii. Prepare & Issue Submittals
  - iii. Review Submittals
  - iv. Material Procurement & Delivery
  - v. On Site Work
  - vi. Off Site Work
  - vii. Area A
  - viii. Area B
  - ix. Area C
  - x. Area D
  - xi. Plant

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- xii. Etc.
- b. Tasks related to the submittal/procurement of material or equipment shall be included as separate activities in the project schedule. Examples of procurement activities include, but are not limited to:
  - i. Material/Equipment submittal preparation
  - ii. Submittal and approval of material/equipment
  - iii. Delivery of O&M manuals
  - iv. Material/equipment fabrication and delivery
  - v. Delivery of extra parts/extra stock/special tools
  - vi. Notification of Owner furnished materials/equipment delivery requirements
  - vii. Contractor's original network diagram submittal shall become the Baseline Schedule, once it is found acceptable by the Owner. The Baseline Schedule shall be duplicated and utilized as the Current Schedule and shown graphically over the Baseline.
- c. Construction activities shall include at a minimum, but are not limited to:
  - i. Tasks corresponding to each specification section covered in the Specification Index in Divisions 2 through 16
  - ii. Tasks related to mobilization / demobilization
  - iii. Tasks related to Owner; Owner provide materials, FFE delivery and setup, Move in prior to substantial and final completion
  - iii. The installation of temporary or permanent work by tradesman
  - iv. Testing and inspections of installed work by technicians, inspectors, or engineers
  - v. System utility outages and tie ins
  - vi. Start up and testing of equipment, commissioning of building and related systems
  - vii. Scheduling of specified manufacturer's representatives
  - viii. Final clean up
  - ix. Training to be provided
  - x. Punch list completion
  - xi. Maintenance period
  - xii. Administrative tasks necessary to start, proceed with, accomplish or finalize the contract

### 1.6 UPDATING SCHEDULES

- A. Updated Schedules shall accompany the monthly Application for Payment, reflecting progress since previous month's submittal.

## SECTION 01310A – PROGRESS SCHEDULES

- B. The schedule update shall show the status of all activities, including those in progress, completed or not started, indicated by start and finish dates, whether forecasted or actual, completion percentages based on time, original and remaining durations, any changes in network logic or activity durations and any other relevant information. Refer to Part 1.8 for revisions to the Schedule.
- C. Identify activities modified since previous submittal, major changes in work, changes associated with approved Change Orders and any other identifiable changes.
- D. Actual start and finish dates shall not be automatically updated by default mechanisms that may be included in the CPM scheduling software system. Actual start and actual finish dates on the CPM schedule shall match the dates of actual work accomplished in the field and not on projected completion dates. Out of sequence progress (if applicable) shall be handled through Retained Logic, not the option of Progress override.
- E. With each updated schedule submission, the Contractor shall submit a brief narrative report, including descriptions of schedule revisions such as changes in network logic, planned activity start dates, duration or in the critical path. The report will include a description of the amount of progress during the last month, a description of any problem areas, current or anticipated delays and their estimated schedule impacts. In the narrative report, the Contractor shall provide explanation for any slippage in contractual completion or other milestone dates. Additionally, the Contractor shall propose remedial measures necessary to recover any lost time, whether actual or forecasted. Contractor shall take such additional steps as are necessary in order to effectively eliminate or minimize such delays and to comply with the contract schedule.

### 1.7 SCHEDULE REVISIONS

- A. Updating the schedule to reflect actual progress made up to the data date of a schedule update shall not be considered revisions to the Baseline Schedule.
- B. If, as a result of a schedule update, it appears the baseline schedule no longer represents the actual prosecution and progress of the work, the Architect or Owner shall request a revised schedule from the Contractor. The revision shall address the Contractor's current construction plan for completing the work without impacting contract time and cost. Approved  
  
revisions to the schedule shall be incorporated into the Baseline Schedule at the next schedule update submission.
- C. If the Architect or Owner recognizes at any time, regardless of, reason that the work has fallen behind the scheduled contract time, milestone, phase dates or for work activity on the latest schedule that indicates more than a critical five (5) day delay to

## SECTION 01310A – PROGRESS SCHEDULES

the project, the Contractor shall submit a written and documented Recovery Schedule within seven (7) calendar days of the Architect's/Owner's written request. The Contractor will document in the Recovery Schedule and narrative, all additional resources, including materials equipment and labor and modifications of operations which will be provided so as to meet the schedule. The Contractor will provide all such additional resources and modifications of operations without additional cost to the Owner. Such additional resources and modifications shall include but not be limited to:

1. Required overtime for the Contractor's personnel
2. Increased construction manpower in such quantities as will substantially eliminate the backlog of work and put the project back on schedule
3. Increase numbers of shifts per working day, working days per week or the amount of construction equipment or any combination of the foregoing which will put the project back on schedule
4. Reschedule activities to achieve the maximum practical concurrence of accomplishment of activities to put the project back on schedule
5. Supplemental progress schedules detailing the specific operation changes instituted to regain the contract schedule

The Contractor will implement the Recovery Schedule without additional cost to the Owner and provide for completion of the work in accordance with the remaining milestone dates without a time extension. Should the logic and/or durations of the Recovery Schedule not receive acceptance of the Architect and the Owner, the Contractor is responsible to use concurrent operations, additional manpower, additional shifts, overtime, etc., including 24 hour production work day, seven (7) day work week operation, as required to put the project back on schedule at no additional cost to the Owner.

- D. The Contractor may also request revisions to the Baseline Schedule in the event the Contractor's planning for the work is revised. If the Contractor desires to make changes in the Baseline Schedule to reflect revisions in its method of operating and scheduling of the work, the Contractor shall notify the Architect and Owner in writing stating the reason for the proposed revisions and accompanied by a copy of the Contractor's electronic CPM Schedule. The revision shall address the Contractor's current construction plan for completing the work without impacting contract time and cost. Accepted revisions to the schedule shall be incorporated into the Baseline Schedule at the next schedule update submission.
- E. If changes in the method of operation and scheduling are desired, the Owner and/or Architect shall be notified in writing stating the reasons for the change. If the Owner and/or Architect considers these changes to be of a major nature, the Contractor

## SECTION 01310A – PROGRESS SCHEDULES

may be required to revise and submit for acceptance, without additional cost to the Owner, the network diagrams and required sorts. A change may be considered of a major nature if the estimated time required or actually used for an activity or the network logic is varied from the original plan to a degree that there is a reasonable doubt as to the effect on the contract completion date(s) (or phase completion dates). Changes that affect activities with adequate float time shall be considered a major change when their cumulative effect could extend the contract completion dates.

- F. Use of float suppression techniques, such as:
1. Preferential sequencing (arranging critical path through activities more susceptible to Owner and/or Architect caused delay);
  2. Special lead/lag logic restraints;
  3. Zero total or free float constraints;
  4. Extended activity times, or imposing constraint dates other than as required by the contract;

shall be cause for rejection of the project schedule or its updates. The use of resource Leveling (or similar software features) used for the purpose of artificially adjusting activity durations to consume float and influence the critical path is expressly prohibited.

- G. Definitions of Float or Slack
1. Free float is the length of time the start of an activity can be delayed without delaying the start of a successor activity.
  2. Total float is the length of time along a given network path that the actual start and finish of activity(ies) can be delayed without delaying the project completion date.
  3. Project float is the length of time between the Contractor's early completion (or Substantial Completion) and the contract completion date.
  4. Project float is for the benefit of the project and for the mutual use of the Owner and the Contractor.
  5. Contractor's non-work weather days bank of time activity shall not be defined as "Float or Slack" for this project. It is Contractor time identified in item 1.9.G which follows.
- H. Negative float will not be a basis for requesting time extensions. Any extension of time will be addressed in accordance with item 1.9 Time Extensions. Scheduled

## SECTION 01310A – PROGRESS SCHEDULES

completion dates(s) that extend beyond the contract (or phase) completion date(s) (evidenced by negative float) may be used in computation for assessment of payment withholdings. The use of this computation is not to be construed as a means of acceleration.

### 1.8 TIME EXTENSIONS

- A. Extensions of time to the Contract may be granted only for delays to activities on the critical path that actually delay the project completion beyond the date of Substantial Completion or for delays to activities that transform that activity onto the critical path, and, as a result, delay completion beyond the contract Substantial Completion date.
- B. Seasonal weather conditions and resulting impacts shall be included in the planning and scheduling of all work influenced by wind, cold or warm weather, smoke, snow, and/or precipitation to ensure completion of all work within the Contract time.

If all the work, or the portion(s) of the work which are the currently controlling operation(s), are suspended for weather so as not to prosecute the work, a time extension at the Owners discretion, **may be awarded if the following conditions are satisfied**

- a. The weather shall actually be the delay to the Substantial Completion Date of the project and the delay must be beyond the control and without the fault or negligence of Contractor; weather will be evaluated based on the original baseline schedule without revision if revision is the result of contractor performance; **and**
- b. The weather recorded by NOAA / NWS (WS Form: F6) website: ([www.weather.gov/climate/index](http://www.weather.gov/climate/index)), Reno location or owner approved location of work during the Contract period shall be found to occur more frequently than the weather normally recorded by NOAA / NWS to be anticipated is documented more frequently occurring than 5 Year NOAA / NWS (WS Form: F6) Averages for all project locations; or
- c. Owner/Architect orders the stoppage or suspension of the work in the interest of public safety or health or due to specification requirements.

Weather is defined for the purposes of this Contract to be compared to current recorded National Oceanic and Atmospheric Administration (NOAA) / National Weather Service Preliminary Local Climatological Data (WS FORM: F-6) for Station: Reno, Nevada, or for owner approved alternate project location, as follows:

- **PRECIPITATION** water equivalent of greater than or equal to 0.1 inch

## SECTION 01310A – PROGRESS SCHEDULES

- recorded for the 24-hour period, of the date, and /or
- **AVERAGE** wind speed of greater than or equal to 20 miles per hour recorded for the 24-hour period for the date of occurrence. **NOT** 2 Minute Sustained or Gusts as recorded in (WS FORM:F6).

The schedule of anticipated weather delays is based on current National Oceanic and Atmospheric Administration (NOAA) / National Weather Service (NWS) records kept as Preliminary Local Climatological Data (WS FORM: F-6) for Station: Reno, Nevada, (e.g. 5 Year NOAA / NWS (WS Form: F6) Averages) for all project locations **and will constitute the baseline for the total Contract Time weather delay evaluations.** Contractor's CPM schedule shall be understood to include as a minimum, the amount of weather delay days lost in all Contractors' weather dependent activities occurring during the activity.

### 1.9 THREE (3) WEEK PROJECTION SCHEDULE

- A. As deemed necessary by the Owner or Architect, the Contractor shall provide a three (3) week detailed short interval schedule for each building story, and area of the work, at regularly scheduled progress meetings. The format shall be satisfactory to the Owner and Architect. Short interval schedules shall be based upon the most current precedence Network Diagram and will indicate the actual progress achieved the previous week as well as the detailed activities scheduled for the next two (2) weeks and will show anticipated durations, start and completion dates for activities, and how the schedule tracks to the baseline schedule. All projection schedules shall be derived from the baseline schedule.

PART 2 – PRODUCTS (NOT USED)

PART 3 – EXECUTION (NOT USED)

**END OF SECTION 01310A**

## SECTION 01400 – QUALITY CONTROL

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including all contract documents and addendums associated with this project shall apply to this section.

#### 1.2 SUMMARY

- A. This section includes administrative and procedural requirements for quality control services.
- B. Quality control services include inspections, tests and related actions, including reports performed by the Contractor, by independent agencies and by governing authorities. They do not include contract enforcement activities performed by the Architect.
- C. Inspection and testing services are required to verify compliance with requirements specified or indicated. These services do not relieve the Contractor of responsibility for compliance with contract document requirements.
- D. Requirements of this section relate to customized fabrication and installation procedures, not production of standard products.
  - 1. Specific quality control requirements for individual construction activities are specified in the sections that specify those activities. Requirements in those sections may also cover production of standard products.
  - 2. Specified inspections, tests and related actions do not limit the Contractor's quality control procedures that facilitate compliance with contract document requirements.
  - 3. Requirements for the Contractor to provide quality control services required by the Architect, Owner or Authorities Having Jurisdiction (AHJ) are not limited by provisions of this section.
- E. Related Sections: The following sections contain requirements that relate to this section:
  - 1. Division 1 SECTION 01045 – CUTTING AND PATCHING specifies requirements for repair and restoration of construction disturbed by inspection and testing activities.
  - 2. Division 1 SECTION 01300 – SUBMITTALS specifies requirements for development of a schedule of required tests and inspections.



## SECTION 01400 – QUALITY CONTROL

### 1.3 RESPONSIBILITIES

- A. Owners Responsibilities: Unless otherwise indicated as the responsibility of another identified entity, the Owner or Owners representatives/agents, project managers, QA/QC inspectors, coordinators etc. shall provide inspections, tests and other quality control services specified elsewhere in the contract documents and required by AHJ.
  - 1. Where individual sections specifically indicate that certain inspections, tests and other quality control services are the Contractor's responsibility, the Contractor shall employ and pay a qualified independent testing agency to perform quality control services. Costs for these services are included in the contract sum.
  - 2. Where individual sections specifically indicate that certain inspections, tests and other quality control services are the Owner's responsibility, the Owner will employ and pay a qualified independent testing agency to perform those services.
    - a. Where the Owner has engaged a testing agency for testing and inspecting part of the work and the Contractor is also required to engage an entity for the same or related element, the Contractor shall not employ the entity engaged by the Owner, unless agreed to in writing by the Owner.
- B. Retesting: The Contractor is responsible for retesting where results of inspections, tests or other quality control services prove unsatisfactory and indicate non-compliance with contract document requirements, regardless of whether the original test was the Contractor's responsibility.
  - 1. The cost of retesting construction, revised or replaced by the Contractor, is the Contractor's responsibility where required tests performed on original construction indicated non-compliance with contract document requirements.
- C. Associated Services: Cooperate with agencies performing required inspections, tests and similar services and provide reasonable auxiliary services as requested. Notify the agency sufficiently in advance of operations to permit assignment of personnel. Auxiliary services required include, but are not limited to, the following:
  - 1. Provide access to the work.
  - 2. Furnish incidental labor and facilities necessary to facilitate inspections and tests.

## SECTION 01400 – QUALITY CONTROL

3. Take adequate quantities of representative samples of materials that require testing or assist the agency in taking samples.
  4. Provide facilities for storage and curing of test samples.
  5. Deliver samples to testing laboratories.
  6. Provide the agency with a preliminary design mix proposed for use for materials mixes that require control by the testing agency.
  7. Provide security and protection of samples and test equipment at the project site.
- D. Duties of the Testing Agency: The independent agency engaged to perform inspections, sampling and testing of materials and construction specified in individual sections shall cooperate with the Architect and the Contractor in performance of the agency's duties. The testing agency shall provide qualified personnel to perform required inspections and tests.
1. The agency shall notify the Architect and the Contractor promptly of irregularities or deficiencies observed in the work during performance of its services.
  2. The agency is not authorized to release, revoke, alter or enlarge requirements of the contract documents or approve or accept any portion of the work.
  3. The agency shall not perform any duties of the Contractor.
- E. Coordination: Coordinate the sequence of activities to accommodate required services with a minimum of delay. Coordinate activities to avoid the necessity of removing and replacing construction to accommodate inspections and tests.
1. The Contractor is responsible for scheduling times for inspections, tests, taking samples and similar activities. The Contractor will also be responsible for standby charges from the Owner's laboratory if they are due to a scheduling error by the Contractor.

### 1.4 SUBMITTALS

- A. Unless the Contractor is responsible for this service, the independent testing agency shall submit a certified written report, in duplicate, of each inspection, test or similar service to the Architect. If the Contractor is responsible for the service, submit a certified written report, in duplicate, of each inspection, test or similar service through the Contractor.

## SECTION 01400 – QUALITY CONTROL

1. Submit additional copies of each written report directly to the governing authority, when the authority so directs.
2. Report Data: Written reports of each inspection, test, or similar service include, but are not limited to, the following:
  - a. Date of issue
  - b. Project title and number
  - c. Name, address and telephone number of testing agency
  - d. Dates and locations of samples and tests or inspections
  - e. Names of individuals making the inspection or test
  - f. Designation of the work and test method
  - g. Identification of product and specification section
  - h. Complete inspection or test data
  - i. Test results and an interpretation of test results
  - j. Ambient conditions at the time of sample taking and testing
  - k. Comments or professional opinion on whether inspected or tested work complies with the contract document requirements
  - l. Name and signature of laboratory inspector
  - m. Recommendations on retesting

### 1.5 QUALITY ASSURANCE

- A. Qualifications for Service Agencies: Engage inspection and testing service agencies, including independent testing laboratories, that are prequalified as complying with the American Council of Independent Laboratories' *Recommended Requirements for Independent Laboratory Qualification* and that specialize in the types of inspections and tests to be performed.
  1. Each independent inspection and testing agency engaged on the project shall be authorized by AHJ to operate in the State of Nevada.

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION

#### 3.1 REPAIR AND PROTECTION

- A. General: Upon completion of inspection, testing, sample taking and similar services, repair damaged construction and restore substrates and finishes. Comply with the contract document requirements for Division 1 SECTION 01045 – CUTTING AND PATCHING
- B. Protect construction exposed by or for quality control service activities and protect repaired construction.

## **SECTION 01400 – QUALITY CONTROL**

- C. Repair and protection is the Contractor's responsibility, regardless of the assignment of responsibility for inspection, testing or similar services.

**END OF SECTION 01400**

## SECTION 01420 – REFERENCES

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

- A. This section includes abbreviations and acronyms, additional definitions, and reference standards used in the contract documents.
- B. Refer to Drawings and general provisions of the Contract, including all contract documents and addendums associated with this project for further information.

#### 1.2 ABBREVIATIONS AND ACRONYMS

- A. The following abbreviations and acronyms may be used in the contract documents. Refer uncertainties to the Architect for a decision before proceeding.

AA	Aluminium Association
AAADM	American Association of Automatic Door Manufacturers
AAMA	Architectural Aluminum Manufacturers' Association
AASHTO	American Association of State Highway and Transportation Officials
AATCC	American Association of Textile Chemists and Colorists
ACI	American Concrete Institute
ADA	Americans with Disabilities Act
AFPA	American Forest and Paper Association
AIA	American Institute of Architects
AIMA	Acoustical and Insulation Materials Association
AISC	American Institute of Steel Construction
AMCA	American Movement and Control Association
ANSI	American National Standards Institute
APA	The Engineered Wood Association (formerly the American Plywood Association)
ARI	Air Conditioning and Refrigeration Institute
ASA	American Standards Association
ASHRAE	American Society of Heating, Refrigerating, and Air-Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASTM	American Society for Testing and Materials
AWI	Architectural Woodwork Institute
AWPA	American Wood Preservers' Association
AWWA	American Water Works Association
AWS	American Welding Society
BHMA	Builders Hardware Manufacturers' Association
BIA	Brick Institute of America
CAL/OSHA	State of California Construction Safety Orders
CALTRANS	State of California, Business and Transportation Agency,

## SECTION 01420 – REFERENCES

	Department of Transportation, <i>Standard Specifications</i>
CCR	California Code of Regulations
CDA	Copper Development Association
CISCA	Ceilings and Interior Systems Construction Association
CFFA	Chemical Fabrics and Film Association, Inc.
CFMG	Cabinet and Fixture Manufacturers Guild
CLFMI	Chain Link Fence Manufacturers' Institute
CPA	Composite Panel Association (formerly the National Particleboard Association)
CRI	Carpet and Rug Institute
CRSI	Concrete Reinforcing Steel Institute
CPSC	United States Consumer Products Safety Commission
CS	Commercial Standard, United States Department of Commerce
CSA	Canadian Standards Association
DASMA	Door and Access Systems Manufacturers Association International
EIMA	EIFS Industry Members Association
EPA	Environmental Protection Agency
ESO	Electrical Safety Orders
FAA	Federal Aviation Administration, United States Department of Transportation
FCC	Federal Communications Commission
FGMA	Flat Glass Marketing Association (now the GANA)
FM	Factory Mutual System, Factory Mutual Engineering Corporation
FS	Federal Specification Unit
GA	Gypsum Association
GANA	Glass Association of North America (formerly the Flat Glass Marketing Association and Glass Tempering Association)
GRI	Geosynthetic Research Institute
GTA	Glass Tempering Association (now the GANA)
HMA	Hardwood Manufacturers Association
HPMA	Hardwood Plywood Manufacturers Association
HPVA	Hardwood Plywood and Veneer Association
HUD	United States Department of Housing and Urban Development
IEEE	Institute of Electrical and Electronic Engineers
IGCC	Insulating Glass Certification Council
ITS-WH	Intertek Testing Service - Warnock Hersey
LSGA`	Laminator's Safety Glass Association
MIA	Marble Institute of America or the Masonry Institute of America

## SECTION 01420 – REFERENCES

MIL	Military Standardization Document, United States Department of Defense
MIW	Masonry Institute of Washington
ML/SFA	Metal Lath/Steel Framing Association
MM	"Materials Manual", State of California, Business and Transportation Agency, Department of Transportation
NAAMM	National Association of Architectural Metal Manufacturers
NBGQA	National Building Granite Quarries Association, Inc.
NBS	National Bureau of Standards (now the NIST)
NCMA	National Concrete Masonry Association
NEC	National Electrical Code
NEMA	National Electric Manufacturers' Association
NFPA	National Fire Protection Association
NFPA	National Forest Products Association (now the AFPA)
NFRC	National Fenestration Rating Council
NHLA	National Hardwood Lumber Association
NIST	National Institute of Standards and Technology, United States Department of Commerce (formerly the National Bureau of Standards)
NOFMA	National Oak Flooring Manufacturers Association
NPDES	National Pollutant Discharge Elimination System
NRCA	National Roofing Contractors Association
NSF	NSF International (formerly National Sanitary Foundation)
NTMA	National Terrazzo and Mosaic Association
NWWDA	National Wood Window and Door Association (now WDMA)
OSA	Office of the State Architect, State of California
OSHPD	Office of Statewide Health Planning and Development, State of California
PCI	Precast / Prestressed Concrete Institute
PS	Product Standard, United States Department of Commerce
RCW	Revised Code of Washington, State of Washington
RIS	Redwood Inspection Service
SDI	Steel Deck Institute or the Steel Door Institute
SFM	Office of State Fire Marshal, State of California
SIGMA	Sealed Insulated Glass Manufacturer's Association
SMACNA	Sheet Metal and Air Conditioning Contractors National Association
SSPC	Society for Protective Coatings (formerly the Steel Structures Painting Council)
SWI	Steel Window Institute
TCA	Tile Council of America

## SECTION 01420 – REFERENCES

UBC	Uniform Building Code
UFC	Uniform Fire Code
UL	Underwriters Laboratories, Inc.
UMC	Uniform Mechanical Code
UPC	Uniform Plumbing Code
USPS	United States Postal Service
USS	United States Standard
WAC	Washington Administrative Code, State of Washington
WCLIB	West Coast Lumber Inspection Bureau
WDMA	Window and Door Manufacturers Association (formerly the National Wood Window and Door Association)
WIC	Woodwork Institute of California
WLPDIA	Western Lath Plaster /Drywall Industries Association (now the WWCCA)
WSDOT	Washington State Department of Transportation
WWCCA	Western Wall & Ceiling Contractors Association
WWPA	Woven Wire Products Association or Western Wood Products Association

- B. Additional abbreviations, used only on the drawings, are listed and defined thereon.

USE SECTION 1.03 ONLY IF THESE DEFINITIONS ARE NOT INCLUDED IN THE GENERAL CONDITIONS FOR THE SPECIFIC CONTRACT.

### 1.03 ADDITIONAL DEFINITIONS

- A. In addition to the terms defined in the General Conditions, the following terms are used in the contract documents and are defined as follows:

Accepted Equal	As accepted by the Architect as being of equivalent quality, utility and appearance.
Addenda	Written or graphic instruments issued by the Owner/Architect prior to the execution of the Contract which modify or interpret the bidding documents by additions, deletions, clarifications or corrections.
By Owner	Work on this project that will be performed by the Owner or its agents, at the Owner's cost.
By Others	Work on this project that is outside the Scope of Work to be performed by the Contractor under this Contract, but that will be performed by the Owner, other contractors or other means.
Consultant Directed	A consultant to the Architect Directed by the Architect



**SECTION 01420 – REFERENCES**

Furnish	Supply only; do not install
Indicated	As shown and/or noted on the drawings
Install	Install or apply only; do not furnish
Owner-Furnished,	The Owner will furnish at their cost and the Contractor
Contractor-Installed	shall install under their contract for this work.
Project Manual	The Project Manual consists of two volumes: Volume 1 includes the bidding and contract requirements and Specifications; and Volume 2 includes the details and schedules. One volume which includes the bidding and contract requirements and specifications and the details and schedules.
Provide	Furnish and install
Site	Geographical location of the project
Specified	As written in the specifications

**1.4 REFERENCE STANDARDS**

- A. Specified standards of the construction industry shall have the same force and effect on the performance of the work as if bound or copied directly into the contract documents. Such standards are made a part of the contract documents by reference.
- B. Each entity or person engaged in the work shall be familiar with the industry standards applicable to its construction activity.
- C. Where compliance with two (2) or more standards is specified and the standards establish different or conflicting requirements for minimum qualities or quality levels, comply with the most stringent requirement. Refer uncertainties and requirements that are different, but apparently equal, to the Architect for a decision before proceeding.
- D. Copies of applicable standards are not bound with the contract documents. Where copies are required for proper performance of the work, obtain and pay for authorized copies directly from publication source and maintain at the site during submittals, planning and performance of work until final acceptance by the Owner. Make such copies of standards available to the Owner and Architect for review upon request.
- E. For products or quality of installation specified by association, trade, military, federal or other reference standards, comply with requirements of the standard, except when more rigid requirements are specified in the contract documents or are required by applicable codes and/or public Authorities Having Jurisdiction (AHJ).
  - 1. Except as otherwise indicated or specified, where compliance with a reference standard is required, comply with the standard in effect as of the

## **SECTION 01420 – REFERENCES**

date established for the receipt of bids. Where a reference standard has been revised and reissued after the date established for the receipt of bids and before performance of the work affected, notify the Architect in writing and request a decision on how to proceed. The Architect may issue a contract modification or an Architect's Supplemental Instruction (ASI) for proceeding in accordance with the updated standard.

2. The contractual relationship of the parties to the Contract shall not be altered from the contract documents by mention or inference otherwise in a reference standard. The provisions of the bidding requirements; contract documents including, but not limited to all issued addendums; and the Contract shall void the general, but not technical, provisions of a reference standard in conflict therewith.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION (Not Used)

**END OF SECTION 01420**

## SECTION 01600 – MATERIALS AND EQUIPMENT

### PART 1 – GENERAL

#### 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including all contract documents and addendums associated with this project shall apply to this section.

#### 1.2 SUMMARY

- A. This section includes administrative and procedural requirements governing the Contractor's selection of products for use in the project.
- B. Related Sections: The following sections contain requirements that relate to this Section:
  - 1. Division 1 SECTION 01420 - REFERENCES specifies the applicability of industry standards to products specified.
  - 2. Division 1 SECTION 01300 – SUBMITTALS specifies requirements for submittal of the Contractor's construction schedule and the submittal schedule.
  - 3. Division 1 SECTION 01631 – SUBSTITUTIONS specifies administrative procedures for handling requests for substitutions made after award of the contract.

#### 1.3 DEFINITIONS

- A. Definitions used in this section are not intended to change the meaning of other terms used in the contract documents such as *Specialties*, *Systems*, *Structure*, *Finishes*, *Accessories* and similar terms. Such terms are self-explanatory and have well recognized meanings in the construction industry.
  - 1. *Products* are items purchased for incorporation in the work, whether purchased for the project or taken from previously purchased stock. The term *Product* includes the terms *Material*, *Equipment*, *System* and terms of similar intent.
    - a. *Named Products* are items identified by the Manufacturer's product name, including make and model number or other designation, shown or listed in the Manufacturer's published product literature that is current as of the date of the contract documents.
    - b. *Foreign Products* as distinguished from domestic products are items substantially manufactured fifty percent [(50%) or more of value] outside the United States and its possessions. Products produced or supplied by entities substantially owned [more than fifty percent (50%)] by persons who are not citizens of, nor living within, the United States and its possessions.

## SECTION 01600 – MATERIALS AND EQUIPMENT

2. *Materials* are products substantially shaped, cut worked, mixed, finished, refined or otherwise fabricated, processed or installed to form a part of the work.
3. *Equipment* is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

### 1.4 SUBMITTALS

- A. Product List: A list of products required is included at the end of this section. Prepare a schedule in tabular form showing each product listed. Include the Manufacturer's name and proprietary product names for each item listed.
  1. Coordinate product list with the Contractor's construction schedule and the schedule of submittals.
  2. Form: Prepare product list with information on each item tabulated under the following column headings:
    - a. Related Specification Section Number
    - b. Generic name used in the contract documents
    - c. Proprietary Name, Model Number and similar designations
    - d. Manufacturer's Name and Address
    - e. Supplier's Name and Address
    - f. Installer's Name and Address
    - g. Projected Delivery Date or time span of delivery period
  3. Initial Submittal: Within thirty (30) days after date of commencement of the work, submit three (3) copies of an initial product list. Provide a written explanation for omissions of data and for known variations from the contract requirements.
    - a. At the Contractor's option, the initial submittal may be limited to product selections and designations that must be established early in the contract period.
  4. Completed List: Within sixty (60) days after date of commencement of work, submit three (3) copies of the completed product list. Provide a written explanation for omissions of data and for known variations from the contract requirements.
  5. Architect's Action: The Architect will respond in writing to Contractor within two (2) weeks of receipt of the completed product list. No response within this period constitutes no objection to listed manufacturers or products but does not constitute a waiver of the requirement that products comply with the contract documents. The Architect's response will include a list of unacceptable product selections containing a brief explanation of reasons for this action.

## SECTION 01600 – MATERIALS AND EQUIPMENT

### 1.5 QUALITY ASSURANCE

- A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.
  - 1. When specified products are available only from sources that do not, or cannot, produce a quantity adequate to complete project requirements in a timely manner, consult with the Architect to determine the most important product qualities before proceeding. Qualities may include attributes, such as visual appearance, strength, durability or compatibility. When a determination has been made select products from sources producing products that possess these qualities to the fullest extent possible.
- B. Compatibility of Options: When the Contractor is given the option of selecting between two (2) or more products for use on the project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.
  - 1. Each Prime Contractor is responsible for providing products and construction methods that are compatible with products and construction methods of other prime or separate contractors.
  - 2. If a dispute arises between Prime Contractors over concurrently selectable, but incompatible products, the Architect will determine which products shall be retained and which are incompatible and must be replaced.
- C. Foreign Product Limitations: Except under one or more of the following conditions, provide domestic products, not foreign products, for inclusion in the work:
  - 1. No available domestic product complies with the contract documents.
  - 2. Domestic products that comply with the contract documents are available only at prices or terms substantially higher than foreign products that comply with the contract documents.
- D. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturers or producer's nameplate or trademarks on exposed surfaces of products that will be exposed to view in occupied spaces or on the exterior.
  - 1. Labels: Locate required product labels and stamps on concealed surfaces, or where required for observation after installation, on accessible surfaces that are not conspicuous.
  - 2. Equipment Nameplates: Provide a permanent nameplate on each item of service connected or power operated equipment. Locate on an easily accessible

## SECTION 01600 – MATERIALS AND EQUIPMENT

surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential operating data:

- a. Name of Product and Manufacturer
- b. Model and Serial Number
- c. Capacity
- d. Speed
- e. Ratings

### 1.6 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Deliver, store and handle products according to the Manufacturer's recommendations, using means and methods that will prevent damage, deterioration and loss, including theft.

1. Schedule delivery to minimize long term storage at the site and to prevent overcrowding of construction spaces.
2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged or sensitive to deterioration, theft and other losses.
3. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting and installing.
4. Inspect products upon delivery to ensure compliance with the contract documents and to ensure that products are undamaged and properly protected.
5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.
6. Store heavy materials away from the project structure in a manner that will not endanger the supporting construction.
7. Store products subject to damage by the elements above ground, under cover in a weather tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

## PART 2 – PRODUCTS

### 2.1 PRODUCT SELECTION

## SECTION 01600 – MATERIALS AND EQUIPMENT

- A. General Product Requirements: Provide products that comply with the contract documents that are undamaged and, unless otherwise indicated, new at the time of installation.
1. Provide products complete with accessories, trim, finish, safety guards, and other devices and details needed for a complete installation and the intended use and effect.
  2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.
- B. Product Selection Procedures: The contract documents and governing regulations govern product selection. Procedures governing product selection include the following:
1. Proprietary Specification Requirements: Where specifications name only a single product or manufacturer, provide the product indicated. No substitutions will be permitted.
  2. Semi Proprietary Specification Requirements: Where specifications name two (2) or more products or manufacturers, provide one (1) of the products indicated. No substitutions will be permitted.
    - a. Where specifications specify products or manufactures by name, accompanied by the term “or equal” or “or approved equal.” Comply with the contract document provisions concerning *Substitutions* to obtain approval for use of an unnamed product.
  3. Non-Proprietary Specifications: When specifications list products or manufacturers that are available and may be incorporated in the work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with contract requirements. Comply with contract document provisions concerning *Substitutions* to obtain approval for use of an unnamed product.
  4. Descriptive Specification Requirements: Where specifications describe a product or assembly, listing exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with contract requirements.
  5. Performance Specification Requirements: Where specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated.

## SECTION 01600 – MATERIALS AND EQUIPMENT

- a. Manufacturer's recommendations may be contained in published product literature or by the Manufacturer's Certification of Performance.
6. Compliance with Standards, Codes, and Regulations: Where specifications only require compliance with an imposed code, standard or regulation, select a product that complies with the standards, codes or regulations specified.
7. Visual Matching: Where specifications require matching an established sample, the Architect's decision will be final on whether a proposed product matches satisfactorily.
  - a. Where no product available within the specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the contract documents concerning *Substitutions* for selection of a matching product in another product category.
8. Visual Selection: Where specified product requirements include the phrase "...as selected from Manufacturer's standard colors, patterns, textures..." or a similar phrase, select a product and Manufacturer that comply with other specified requirements. The Architect will select the color, pattern and texture from the product line selected.
9. Allowances: Refer to individual specification sections and *Allowance* provisions in Division 1 for allowances that control product selection and for procedures required for processing such selections.

### PART 3 – EXECUTION

#### 3.1 INSTALLATION OF PRODUCTS

- A. Comply with Manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other work.
  1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

**END OF SECTION 01600**



## **SECTION 01631 - SUBSTITUTIONS**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including all bid documents and addendums associated with this project shall apply to this section.

#### **1.2 SUMMARY**

- A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract.
- B. Related Sections: The following sections contain requirements that relate to this Section:
  - 1. Division 1 SECTION 01420 - REFERENCES specifies the applicability of industry standards to products specified.
  - 2. Division 1 SECTION 01300 - SUBMITTALS specifies requirements for submitting the Contractor's Construction Schedule and the Submittal Schedule.

#### **1.3 DEFINITIONS**

- A. Definitions in this article do not change or modify the meaning of other terms used in the contract documents.
- B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the contract documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:
  - 1. Substitutions requested during the bidding period, and accepted by addendum prior to award of the Contract, are included in the contract documents and are not subject to requirements specified in this section for substitutions.
  - 2. Revisions to the Contract Documents requested by the Owner or Architect.
  - 3. Specified options of products and construction methods included in the contract documents.
  - 4. The Contractor's determination of and compliance with governing regulations and orders issued by governing authorities.

#### **1.4 SUBMITTALS**

## SECTION 01631 - SUBSTITUTIONS

- A. Substitution Request Submittal: The Architect will consider requests for substitution if received within sixty (60) days after commencement of the work. Requests received more than sixty (60) days after commencement of the work may be considered or rejected at the discretion of the Architect.
1. Submit three (3) copies of each request for substitution for consideration. Submit requests in the form and according to procedures required for change-order proposals and include the Product Evaluation Questionnaire (CP-F116) found within these bid documents.
  2. Identify the product or the fabrication or installation method to be replaced in each request. Include related specification section and drawing numbers.
  3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate:
    - a. Coordination information, including a list of changes or modifications needed to other parts of the work and to construction performed by the Owner and separate contractors, that will be necessary to accommodate the proposed substitution.
    - b. A detailed comparison of significant qualities of the proposed substitution with those of the work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
    - c. Product Data, including drawings and descriptions of products and fabrication and installation procedures.
    - d. Samples, where applicable or requested.
    - e. A statement indicating the substitution's effect on the Contractor's Construction Schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract Time.
    - f. Cost information, including a proposal of the net change, if any in the Contract Sum.
    - g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
    - h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

## SECTION 01631 - SUBSTITUTIONS

4. Architect's Action: If necessary, the Architect will request additional information or documentation for evaluation within one (1) week of receipt of a request for substitution. The Architect will notify the Contractor of acceptance or rejection of the substitution within three (3) weeks of receipt of the request, or two (2) weeks of receipt of additional information or documentation, whichever is later. Acceptance will be in the form of a change order.
  - a. Use the product specified if the Architect cannot make a decision on the use of a proposed substitute within the time allocated.

## PART 2 - PRODUCTS

### 2.1 SUBSTITUTIONS

- A. Conditions: The Architect will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Architect. If the following conditions are not satisfied, the Architect will return the requests without action except to record noncompliance with these requirements.
  1. Extensive revisions to the contract documents are not required.
  2. Proposed changes are in keeping with the general intent of the contract documents.
  3. The request is timely, fully documented, and properly submitted.
  4. The specified product or method of construction cannot be provided within the Contract Time. The Architect will not consider the request if the product or method cannot be provided as a result of failure to pursue the work promptly or coordinate activities properly.
  5. The request is directly related to an "or-equal" clause or similar language in the contract documents.
  6. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the Architect for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.
  7. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.

## **SECTION 01631 - SUBSTITUTIONS**

8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.
  9. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.
  10. The specified product or method of construction cannot provide a warranty required by the contract documents and where the Contractor certifies that the proposed substitution provides the required warranty.
- B. The Contractor's submittal and the Architect's acceptance of shop drawings, product data, or samples for construction activities not complying with the contract documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

PART 3 - EXECUTION (Not Applicable)

**END OF SECTION 01631**

## SECTION 01631 - SUBSTITUTIONS

### PRODUCT EVALUATION QUESTIONNAIRE

When proposing to substitute products for those specified or proposing a product to meet a specified performance standard, please furnish the following information to assist the Owner and Architect in evaluating the proposed product.

Bid/Quote #: \_\_\_\_\_

Project: \_\_\_\_\_

Specification Section: \_\_\_\_\_

Division: \_\_\_\_\_

Article #: \_\_\_\_\_

Name of Product: \_\_\_\_\_

Manufacturer's Name and Address: \_\_\_\_\_

1. Attach manufacturer's complete technical data and all information relating to limitations of the product information requiring further testing be deemed necessary by the Architect, the cost of the prescribed test shall be borne by the Contractor. Contractor shall send product samples upon request.
2. Attach a list of projects where comparable use has been made of this product. List the name and location of the project, name of Owner or Architect, Engineer, General Contractor, and Subcontractor (if applicable), and the year installed.
3. List any problems encountered with this product on projects where it has been used. What corrective measures were required?
4. Provide a detailed comparison of the proposed substitute product with that of the specified product. Differences are to be highlighted and called out.
5. Submit a detailed specification, conforming to the format of the technical specifications herein contained, tailored to this project for installation of this product.
6. Will the services of an expert field representative be furnished to supervise the installation of this product?

## SECTION 01631 - SUBSTITUTIONS

7. Describe maintenance requirements for this product and availability of expert repair service, if needed.
8. Will the proposed substitution result in a change in Contract price or time of completion? If so, submit itemization of price change and explain effect on time of completion.
9. Will the use of the proposed product necessitate a change in the contract drawings or specifications?
10. Will the use of this product necessitate the payment of any license fees or royalties?
11. Furnish information establishing financial responsibility of the manufacturer. (Number of years in business, volume of business, Dunn & Bradstreet rating, etc.)
12. The Contractor certifies that he or she understands the conditions of use to which this product will be put and he/she warrants this product as stipulated in the General Conditions.

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Name of Contractor

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Signature of Officer, Owner or Partner

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Date

## **SECTION 01700 - CONTRACT CLOSEOUT**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including all bid documents and addendums associated with this project shall apply to this section.

#### **1.2 SUMMARY**

- A. This section includes administrative and procedural requirements for Contract closeout including, but not limited to, the following:
  - 1. Inspection Procedures
  - 2. Submittal of Project Record Document
  - 3. Submittal of Operation and Maintenance Manual
  - 4. Submittal of Warranties
  - 5. Final Cleaning
  - 6. Submittal of Regulated Systems [ACBM (Asbestos Containing Building Materials) & Lead] Closeout Documents
  - 7. Submittal of any Final Prevailing Wage Reports
- B. Closeout requirements for specific construction activities are included in the appropriate sections in Divisions 2 through 16.

#### **1.3 SUBSTANTIAL COMPLETION**

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
  - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show one hundred percent (100%) completion for the portion of the work claimed as substantially complete.
    - a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the contract sum.
    - b. If one hundred percent (100%) completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the work is not complete.

## SECTION 01700 - CONTRACT CLOSEOUT

- c. Provide a list of all warranties, provide warranty duration, complete contract information of firm, and name of individual who will be performing work – post one (1) year.
  2. Advise the Owner of pending insurance changeover requirements.
  3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
  4. Obtain and submit releases enabling the Owner unrestricted use of the work and access to services and utilities.
  5. Include occupancy permits, operating certificates, and similar releases.
  6. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
  7. Submit all required training meeting minutes and video recordings of all trainings.
  8. Deliver tools, spare parts, extra stock, and similar items.
  9. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
  10. Complete startup testing of systems and videoed training instruction of/for the Owner's Operation and Maintenance personnel.
  11. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
  12. Complete final clean-up requirements, including touch up painting.
  13. Touch-up and otherwise repair and restore marred, exposed finishes.
- B. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.
1. The Architect will repeat inspection when requested and assured that the work is substantially complete.



## SECTION 01700 - CONTRACT CLOSEOUT

2. Results of the completed inspection will form the basis of requirements for final acceptance.
3. The cost for any Architectural services for reinspection is the Contractor's sole responsibility.

### 1.4 FINAL ACCEPTANCE

- A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.
  1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
  2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
  3. Submit a certified copy of the WCSD's, Architect's & Engineer's final inspection lists of items to be completed or corrected, endorsed, and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Architect.
  4. Submit consent of surety to final payment.
  5. Submit a final liquidated damages settlement statement.
  6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
  7. Submit final meter readings for utilities, a measured record of stored fuel, and similar data as of the date of Substantial Completion or when the Owner took possession of and assumed responsibility for corresponding elements of the work.
- B. Reinspection Procedure: The Architect will reinspect the work upon receipt of notice that the work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.
  1. Upon completion of reinspection, the Architect will prepare a Certificate of Final Acceptance. If the work is incomplete, the Architect will advise the Contractor of work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.

## SECTION 01700 - CONTRACT CLOSEOUT

2. If necessary, reinspection will be repeated.

### 1.5 RECORD DOCUMENT SUBMITTALS

- A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire resistant location. Provide access to record documents for the Architect's reference during normal working hours.
- B. Record Drawings: Maintain a clean, undamaged set black line white prints of Contract Drawings and Shop Drawings or continuous live electronic as built drawings with appropriate mark ups. Mark the set to show the actual installation where the installation varies from the work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date. At the conclusion of the project, this record set of prints shall be submitted to the Architect for his/her review and comment. If the record set of prints is found to be complete and accurate, the prints shall be returned to the Contractor for submittal to the Owner with other closeout documents.

Record drawings must be reviewed and approved prior to each pay request by the Owner's representative. The drawings should reflect the work that has been accomplished during the time period of the pay request. Lack of record drawings approval at the time of submittal of a pay request will result in a potential delay in the processing of the pay request.

1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the work.
  2. Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.
  3. Note related change order numbers where applicable.
  4. Organize record drawing sheets into manageable sets. Bind sets with durable paper cover sheets; print suitable titles, dates and other identification on the cover of each set.
  5. Provide record drawings using electronic media, Auto Cad compatible. Original media will be provided for Contractor to make required record drawing notations.
- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda. Include with the Project Manual, one copy of other written construction

## SECTION 01700 - CONTRACT CLOSEOUT

documents, such as Change Orders and modifications issued in printed form during construction.

Record specifications must be reviewed and approved prior to each pay request by the Owner's representative. The specifications should reflect the work that has been accomplished during the time period of the pay request. Lack of record specification approval at the time of submittal of a pay request will result in a potential delay in the processing of the pay request.

1. Mark these documents to show substantial variations in actual work performed in comparison with the text of the specifications and modifications.
  2. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
  3. Note related record drawing information and product data.
  4. Upon completion of the work, submit an electronic record specifications to the Architect for the Owner's records.
- D. Record Product Data: Maintain one (1) copy of each Product Data submittal. Note related Change Orders and markup of record drawings and specifications.
1. Mark these documents to show significant variations in actual work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.
  2. Give particular attention to concealed products and portions of the work that cannot otherwise be readily discerned later by direct observation.
  3. Upon completion of markup, submit complete set of record Product Data to the Architect for the Owner's records.
- E. Record Sample Submitted: Immediately prior to Substantial Completion, the Contractor shall meet with the Architect and the Owner's personnel at the project site to determine which samples are to be transmitted to the Owner for record purposes. Comply with the Owner's instructions regarding delivery to the Owner's sample storage area.
- F. Miscellaneous Record Submittals: Refer to other specification sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify

## SECTION 01700 - CONTRACT CLOSEOUT

miscellaneous records properly and bind or electronic file, ready for continued use and reference. Submit to the Architect for the Owner's records.

- G. Maintenance Manuals: Organize operation and maintenance data into suitable sets of manageable size. Bind 2 copies (1 hard copy / 1 electronic) properly indexed data in individual, heavy duty, 2-inch, 3-ring, vinyl covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:

1. Emergency instructions
2. Spare parts list
3. Copies of warranties
4. Wiring diagrams
5. Recommended turn around cycles
6. Inspection procedures
7. Shop Drawings and Product Data
8. Fixture lamping schedule
9. Any other applicable information

### PART 2 - PRODUCTS (Not Applicable)

### PART 3 - EXECUTION

#### 3.1 CLOSEOUT PROCEDURES

- A. Operation and Maintenance Instructions: Arrange for each installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Film Document each training and demonstration. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:

1. Maintenance manuals
2. Record documents
3. Spare parts and materials

## **SECTION 01700 - CONTRACT CLOSEOUT**

4. Tools
  5. Lubricants
  6. Fuels
  7. Identification systems
  8. Control sequences
  9. Hazards
  10. Cleaning
  11. Warranties and bonds
  12. Maintenance agreements and similar continuing commitments
- B. As part of instruction for operating equipment, demonstrate the following procedures:
1. Start-up
  2. Shut down
  3. Emergency operations
  4. Noise and vibration adjustments
  5. Safety procedures
  6. Economy and efficiency adjustments
  7. Effective energy utilization

**END OF SECTION 01700**

## **SECTION 01710 - FINAL CLEANING**

### **PART 1 - GENERAL**

#### **1.1 RELATED DOCUMENTS**

- A. Drawings and general provisions of the Contract, including all contract documents and addendums associated with this project shall apply to this section.

#### **1.2 SUMMARY**

- A. This section includes administrative and procedural requirements for final cleaning at Substantial Completion.
- B. Related Sections: The following sections contain requirements that relate to this Section:
  - 1. Division 1 SECTION 01500 – CONSTRUCTION FACILITIES AND TEMPORARY CONTROLS specifies general cleanup and waste removal requirements.
  - 2. Division 1 SECTION 1700 – CONTRACT CLOSEOUT specifies general contract closeout requirements.
  - 3. Special cleaning requirements for specific construction elements are included in appropriate sections of Divisions 2 through 16.
- C. Multiple Prime Contracts: Each Prime Contractor is responsible for final cleaning their own work. The Contractor for General Construction is responsible for coordinating final cleaning of an area or piece of equipment where more than one (1) Prime Contractor is involved.
- D. Environmental Requirements: Conduct cleaning and waste disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and antipollution regulations.
  - 1. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.
  - 2. Burning or burying of debris, rubbish, or other waste material on the premises is not permitted.

### **PART 2 - PRODUCTS**

#### **2.1 MATERIALS**

- A. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents

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that are potentially hazardous to health or property or that might damage finished surfaces.

### PART 3 - EXECUTION

#### 3.1 FINAL CLEANING

- A. General: Provide final-cleaning operations to all work spaces and any adjacent spaces affected by the work performed. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
- B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.
  - 1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and foreign substances.
  - 2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
  - 3. Remove petrochemical spills, stains, and other foreign deposits.
  - 4. Remove tools, construction equipment, machinery, and surplus material from the site.
  - 5. Remove snow and ice to provide safe access to the building.
  - 6. Clean exposed exterior and interior hard surfaced finishes to a dirt free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition. Wax any required flooring to the District standard.
  - 7. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
  - 8. Broom clean concrete floors in unoccupied spaces.
  - 9. Vacuum clean carpet and similar soft surfaces, removing debris and excess nap. Shampoo, if required.

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10. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
  11. Remove labels that are not permanent labels.
  12. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
    - a. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
  13. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
  14. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
  15. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
  16. Clean ducts, blowers, and coils if units were operated without filters during construction.
  17. Clean food-service equipment to a sanitary condition, ready and acceptable for its intended use.
  18. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs and defective and noisy starters in fluorescent and mercury vapor fixtures.
  19. Leave the Project clean and ready for occupancy.
- C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests. Comply with regulations of local authorities. This section is only applicable for a new facility or an addition to an existing facility.
- D. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.



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- E. Compliances: Comply with regulations of Authorities Having Jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.
- 1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

**END OF SECTION 01710**

**DETAILED SCOPE OF WORK**  
**Removal and Replacement of Two (2) Water Heaters**  
**at Kendyl Depoali Middle School**

- Remove two (2) failed water heaters at Kendyl Depoali Middle School.
- Contact WCSD representative before disposing of water heaters to save any usable parts for the maintenance department.
- Replace the failed water heaters with new properly sized units to match existing water heater loads.
- Tie in and properly connect new units to meet current building codes.
- Re-install any insulation removed during removal/installation.
- Provide and install (2) new 1" ASCO CSA solenoid gas valves on two (2) existing water heaters, gas valves to be interlocked with E stop.
- Provide and install two (2) lockable disconnects for two (2) existing water heaters.
- Provide and install one (1) E stop and one (1) 2 pole contactor for water heater shutdown.
- Provide and install one (1) 120V Carbon Monoxide detector in mechanical room.
- Test to ensure proper operation and function.
- Contractor responsible for obtaining boiler operation permit from state boiler inspector.
- Upon finish of project supply an O&M packet.
- All work shall be performed within strict conformance to the minimum standards of the current edition of the adopted building codes of the authority having Jurisdiction and all applicable national, state, and local laws, regulations, and Ordinances.
- The Awarded Contractor shall be responsible for the general safety during construction and all work shall conform to pertinent safety regulations.
- The Contractor shall supervise and direct the work, using their best skill and attention. They shall be solely responsible for all construction means, methods, techniques, sequences and procedures and for coordinating all portions of the work under the contract.
- The Awarded Contractor shall be responsible for the acts and omissions of their employees.
- The Awarded Contractor shall pursue work in a continuous and diligent manner to ensure a timely completion of the project.
- The Awarded Contractor at all times shall keep the premises free from accumulation of waste materials or rubbish caused by their operations. At the completion of the work, they shall remove all his waste materials and rubbish from and about the project as well as all their tools, construction equipment, machinery, and surplus materials.

- Where pre-manufactured or prefabricated items and/or materials are to be installed - the Awarded Contractor shall verify rough or finished dimensions in the field prior to purchase or fabrication.
- The Awarded Contractor shall guarantee all work and materials to be free from defects for a minimum of one (1) year from date of final acceptance, and promptly remedy such defects and any subsequent damage caused by the defects or repair thereof, at no expense to the owner. Guarantee periods of greater than one (1) year may be required and contained within the contract documents.
- The Awarded Contractor is to coordinate with WCSD for scheduling.
- The Awarded Contractor is responsible to review all MDPs and handle all materials appropriately.