

ROOF AND PAVEMENT CONSULTANTS

PROJECT MANUAL

INCLUDING SPECIFICATIONS

BID SET

CARSON CITY SCHOOL DISTRICT 2023 ROOF COATING PROJECT

MARK TWAIN ELEMENTARY SCHOOL
2111 CARRIAGE CREST DRIVE
CARSON CITY, NV 89706
SECTIONS A, C, D, G, H, I, J, K, L, N, O, R, S, T, U, V, W, AND Y

FREMONT ELEMENTARY SCHOOL
1511 FIREBOX ROAD
CARSON CITY, NV 89701
SECTIONS A, C, D, G, H, I, J, K, L, N, O, R, S, T, U, V, W, AND Y

CARSON HIGH SCHOOL
1111 N. SALIMAN ROAD
CARSON CITY, NV 89701
SECTIONS A, B, C, D, E, F, G, M, N, O, P, Q, R, S, AND T

PROJECT NO. 22CSDCARSR006B

CONSULTANT:
CURTIS LISCUM, RRC, RRO
BENCHMARK, INC.
6065 HUNTINGTON COURT NE
CEDAR RAPIDS, IA 52402
319.393.9100

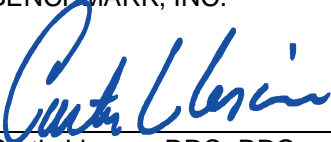
PROJECT MANUAL DATE
3/6/2023



These Bidding Documents, and the ideas, drawings and specifications incorporated herein, as an instrument of professional service, is the property of Benchmark, Inc., and is not to be used, in whole or in part, for any other project without the written authorization of Benchmark, Inc.

These Bidding Documents were prepared for Carson City School District by:

BENCHMARK, INC.



Curtis Liscum, RRC, RRO
Senior Consultant

and reviewed by:

BENCHMARK, INC.



Larry Stein
Senior Consultant

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PROJECT TITLE:

**Carson City School District
2023 Roof Coating Project**

Mark Twain Elementary School
2111 Carriage Crest Drive
Carson City, NV 89706
Sections A, C, D, G, H, I, J, K, L, N, O, R, S, T, U, V, W, and Y

Fremont Elementary School
1511 Firebox Road
Carson City, NV 89701
Sections A, C, D, G, H, I, J, K, L, N, O, R, S, T, U, V, W, and Y

Carson High School
1111 N. Saliman Road
Carson City, NV 89701
Sections A, B, C, D, E, F, G, M, N, O, P, Q, R, S, and T

Project No. 22CSDCARSR006B

OWNER:

Carson City School District
1402 E. King Street
Carson City, Nevada 89703

Mark Johnson
Telephone No. 775.283.2170
E-mail: mjohnson@carson.k12.nv.us

ROOFING CONSULTANT:

Benchmark, Inc.
6065 Huntington Court NE
Cedar Rapids, IA 52402

Curtis Liscum, RRC, RRO
Telephone No. 319.393.9100
E-mail: cliscum@benchmark-inc.com

- End of Section -

- 1. Project:** **Carson City School District
2023 Roof Coating Project**
- Mark Twain Elementary School
2111 Carriage Crest Drive
Carson City, NV 89706
Sections A, C, D, G, H, I, J, K, L, N, O, R, S, T, U, V, W, and Y
- Fremont Elementary School
1511 Firebox Road
Carson City, NV 89701
Sections A, C, D, G, H, I, J, K, L, N, O, R, S, T, U, V, W, and Y
- Carson High School
1111 N. Saliman Road
Carson City, NV 89701
Sections A, B, C, D, E, F, G, M, N, O, P, Q, R, S, and T
Project No. 22CSDCARSR006B
- 2. Project Description:**
- This project is a roof coating project consisting of roof repairs and roof coating work.
- 3. Pre-bid Site Inspection:** See "Invitation to Bid & Instruction to Bidders"
- 4. Contact for Job Site Visits:** Mark Johnson
CCSD Capitol and Special Projects Manager
775.283.2170
mjohnson@carson.k12.nv.us
- 5. Bid Due Date:** See "Invitation to Bid & Instruction to Bidders"
- 6. Deliver Bids To:** Carson City School District
Operations Service Center
398 N. Richmond Avenue
Carson City, Nevada 89703
- 7. Bid Form:** Use Exhibit A, Bid Proposal Form
- 8. Bid Opening:** Carson City School District
Operations Service Center
398 N. Richmond Avenue
Carson City, Nevada 89703
- 9. Insurance** Per the Exhibit F "General Conditions CCSD requirements"
- 10. Performance Bond** One hundred percent (100%) of the contract amount
- 11. Addenda:** Per the Exhibit F "General Conditions CCSD requirements"
- 12. Contract Form:** See Exhibit D "CCSD Owner-Contractor Agreement"
- 13. Start Date:** June 2, 2023 with substantial completion by August 11, 2023
- 14. Schedule:** Bidder to specify construction time in the bid form
- 15. Questions:** See "Invitation to Bid & Instruction to Bidders"

16. Bidding Documents: See "Invitation to Bid & Instruction to Bidders"

- End of Section -



INVITATION TO BID

Sealed bids will be received by the Carson City School District, Operation Services Center, 398 N. Richmond Street, Carson City, Nevada 89703 for the project listed below. Such sealed bids as are received will be opened and read publicly at the listed location, date, and time by a representative of the School District. Bids must be submitted with the Bid Proposal Form supplied.

SCOPE OF WORK

In general, provide all labor, materials, equipment, and supervision to repair and coat the designated roof sections as specified at Mark Twain Elementary School, Fremont Elementary School, and Carson High School.

PROJECT IDENTIFICATION

Project Name:

**Carson City School District
2023 Roof Coating Project**

Mark Twain Elementary School

2111 Carriage Crest Drive
Carson City, NV 89706

Sections A, C, D, G, H, I, J, K, L, N, O, R, S, T, U, V, W, and Y

Fremont Elementary School

1511 Firebox Road
Carson City, NV 89701

Sections A, C, D, G, H, I, J, K, L, N, O, R, S, T, U, V, W, and Y

Carson High School

1111 N. Saliman Road
Carson City, NV 89701

Sections A, B, C, D, E, F, G, M, N, O, P, Q, R, S, and T

Project No. : 00-23-01

Labor Commission PWP No. : CC-2023-253

OWNER CONTACT

Carson City School District (CCSD)
Operations Service Center
Steve West, Director of Operations
398 N. Richmond Street
Carson City, Nevada 89703
swest@carson.k12.nv.us
(775) 283-2181 Office

ROOF CONSULTANT

Benchmark, Inc.
Curtis Liscum, RRC, RRO
6065 Huntington Court N.E.
Cedar Rapids, Iowa 52402
(319) 440-6312
cliscum@benchmark-inc.com

BID OPENING

Bids will be received and opened at the following location, date, and time:

Bid Opening Date: **April 25, 2023**
Time: **2:00 p.m.** (local time)
Place: CCSD, Operations Service Center
398 N. Richmond Avenue
(Richmond & Telegraph Street)
Carson City, Nevada 89703

MANDATORY PRE-PROPOSAL CONFERENCE/JOB WALK

All Prime CONTRACTORS (Bidders) are required to attend the '**Mandatory**' pre-bid meeting in order to be eligible to submit a bid. Major SUBCONTRACTORS are strongly encouraged to attend the mandatory pre-bid meeting, although major SUBCONTRACTORS are not required to attend. The job-site inspection is intended to be a group walk.

Pre-Proposal Meeting Location: Mark Twain Elementary School
2111 Carriage Crest Drive
Carson City, NV 89706

Pre-Proposal Meeting Date: **March 29, 2023**
Pre-Proposal Meeting Time: **10:00 a.m.** (local time)

Following the Mandatory Pre-Proposal Conference Meeting, we will conduct a job walk for the Mark Twain Elementary School, Fremont Elementary School, and Carson High School.

Please email Karen Jackson at kjackson@carson.k12.nv.us with your company name and a maximum number of 3 people per company planning to attend. The format of the conference is to summarize background and procedural information.

BID QUESTIONS

All bid questions & RFI's due to Ray Heisey and Karen Jackson on or before **April 19, 2023, 2:00 p.m.**

local time. Bid questions are to be submitted via email to cliscum@benchmark-inc.com and kjackson@carson.k12.nv.us. An Addendum entitled Questions & Answers will be posted by **Friday, April 21, 2023** on the Bond & Capital bidding opportunity web-site, under the Departments / Bond & Capital Projects “ Bond & Capital Bidding Opportunities” tab.

CONSTRUCTION COST ESTIMATE

The estimated construction cost for the base bid of this project is: **\$1,200,000.00**

BOND REQUIREMENT

Performance Bond Required

PREVAILING WAGES

The CONTRACTOR shall comply strictly with the requirements of NRS Chapter 338 and shall pay, if required by statutes, prevailing wage rates for the appropriate labor positions as outlined in the “Carson City – Prevailing Wage Rates for Public Works, State of Nevada, Carson City” for projects that are \$100,000 or greater. The prevailing wage rate is established and published by the Office of the Nevada Labor Commission. The applicable wage rates must be posted at the site of the Project in a place generally visible to the workers.

APPRENTICESHIP UTILIZATION PROGRAM - NRS 338.01165; SB 207 REQUIREMENTS (2019)

Apprentices-SB207 NRS 338.01165 – Refer to Exhibit D – GENERAL CONDITIONS, Section 5.4.8

After the bids are opened, the apparent successful bidder must provide the Project Workforce Checklist to the OWNER within 24 hours after bid opening along with the SUBCONTRACTOR list, which indicates expected classification of workers on the project and the determination as to whether or not apprentices may be required. **A PROJECT WORKFORCE CHECKLIST MUST BE COMPLETED BY THE CONTRACTOR AND BY EACH SUBCONTRACTOR.**

ACCESS TO BID DOCUMENTS

Bid Documents may be obtained at the following location:

Carson City School District Web-site/Departments/Bond & Capital Bidding Opportunities

(under the Departments / Bond & Capital Projects “ Bond & Capital Bidding Opportunities” tab)

BIDDER QUALIFICATIONS

General CONTRACTORS, SUBCONTRACTORS and/or others desiring to bid on this work shall be licensed for this type of work and qualified by the Nevada State Contractors Board prior to the bid opening. Minority-owned or women-owned business participation is specifically invited.

All bidders submitting bids to the School District must be a Registered Vendor with the School District. If not a current CCSD Vendor please submit a Vendor Application with bid:

<http://www.carsoncityschools.com/common/pages/DisplayFile.aspx?itemId=5025278>

The right is reserved by the OWNER to reject any or all bids, or to accept the bid deemed best for the interest of the Carson City School District.

BID PROTESTS

In accordance with Nevada Revised Statutes Section 338.142, a person who bids on a contract may file a notice of protest regarding the awarding of the contract within 5 business days after the date that the recommendation to award the contract is issued and posted on the Carson City School District website (under the Departments / Bond & Capital Projects “Bond & Capital Bidding Opportunities” tab). The protest must include a written statement specifying the reasons for the protest and the applicable provisions of law that were violated.

A person filing a notice of protest may be required, at the time the notice of protest is filed, to post a bond with a good and solvent surety authorized to do business in this state or submit other security, in a form approved by the public body, to the public body who shall hold the bond or other security until a determination is made on the protest.

A bond posted or other security submitted with a notice of protest must be in an amount equal to the lesser of 25% of the total value of the bid submitted by the person filing the notice of protest; or \$250,000.

NEWSPAPERS

Reno Gazette Journal

NEWSPAPER PUBLISH DATE

Monday, March 20, 2023

INSTRUCTIONS TO BIDDERS

PROJECT: Carson City School District
2023 Roof Coating Project

Mark Twain Elementary School
2111 Carriage Crest Drive
Carson City, NV 89706
Sections A, C, D, G, H, I, J, K, L, N, O, R, S, T, U, V, W, and Y

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Sections A, B, C, D, E, F, G, M, N, O, P, Q, R, S, and T

Project No.: 00-23-01
Labor Commission PWP No.: CC-2023-253

OWNER: Carson City School District
Operations Service Center
398 N. Richmond Avenue
(Richmond & Telegraph Street)
Carson City, Nevada 89703

SECTION 1 DEFINITIONS

1.1 **Bidder:** The person or organization submitting a bid to the Carson City School District in response to an Invitation to Bid. The term Bidder means the CONTRACTOR or his authorized representative.

1.2 **Work:** The term Work includes all labor, materials, services, equipment, tools, transportation, power, water, permanent and temporary utilities, utility connections, provisions for safety, and all incidental and other things necessary to produce the finished construction as described by the Bid Documents.

1.3 **Bid Date:** The day established in the Invitation to Bid (or by subsequent addendum) for the submission of bids to the Carson City School District and for opening of those bids.

1.4 **Bid Time:** The time established in the Invitation to Bid (or by subsequent addendum) for the submission of bids to the Carson City School District and for opening of those bids. The official time governing the bid opening will be announced periodically by a representative of the District at the place of bidding.

1.5 **Bid Documents:** The Bid Documents consist of but not limited to the Invitation to Bid, Scope of Work, Bid Proposal Form, the 5% and 1% SUB-CONTRACTOR Forms, CCSD Communications Systems Construction Standards, copy of OWNER-CONTRACTOR Agreement, CCSD CONTRACTOR Policy and Procedures Dated, May 20, 2020 and these Instructions to Bidders.

1.6 **OWNER:** The OWNER is the Carson City School District (CCSD), and shall include his authorized representatives and the administrator(s) at the specific school site.

1.7 **Consultant:** The Consultant is the person or organization identified as such in the Bid Proposal Form, and shall include his authorized representatives.

1.8 **Place of Bidding:** The specific location established in the Invitation to Bid for the public opening of bids.

SECTION 2 PREQUALIFICATION OF BIDDERS

2.1 Each Bidder shall be properly licensed by the Nevada State Contractors Board prior to the bid opening. The OWNER will not award a contract to any Bidder who, at the time of the bid, is not licensed under the provisions of Nevada Revised Statutes Chapter 624, or if the contract would exceed the limit of his license.

2.2 Prior to the bid opening each Bidder shall be qualified under the terms of Nevada Revised Statutes Section 338.1377 or Nevada Revised Statutes Section 338.1382.

2.3 Each Bidder shall ensure that all sub-bids utilized by him in preparing his bid have been obtained from SUBCONTRACTORS who are properly licensed on the Bid Date by the Nevada State Contractors Board to perform their portion of the work. A SUBCONTRACTOR named by the Bidder who is not properly licensed for that portion of the work shall be DEEMED to be unacceptable. The Bidder shall provide an acceptable SUBCONTRACTOR before the award of the contract at no additional cost to the OWNER.

SECTION 3 PREPARATION OF BIDS

3.1 Each Bidder is solely responsible for the proper and complete preparation of his bid. The failure of a Bidder to comply with any or all provisions of the Instructions to Bidders, or with the requirements of the Bid Documents may result in the rejection of the Bid by the OWNER.

3.2 Each bid shall be submitted on the **Bid Proposal Form** provided with the Bid Documents.

3.3 Where indicated each Bidder shall:

A. Print or type his name and address.

B. If a partnership, print or type the names of all partners.

C. If incorporated, print or type the State in which incorporated, and attach seal.

- D. Clearly and legibly print or type the amount of the base bid and, if applicable, the amount of each bid alternate.
- E. Sign and date the Bid Proposal Form. Print or type the title of the authorized representative(s) signing the form. The signature(s) must be of an authorized officer of the firm.
- F. Enter the Nevada State Contractors Board license number of the Bidder.
- G. Pursuant to Nevada Revised Statutes Section 338.141, which states in pertinent part, each bid the general CONTRACTOR shall also list any portion of the work exceeding 5% of the general CONTRACTOR'S total bid that the general contractor intends to self-perform. If the prime CONTRACTOR substitutes a SUBCONTRACTOR to perform such work, the prime contractor shall forfeit as a penalty to the OWNER the lesser of, excluding change orders;
 - 1. An amount equal to 2.5% of the Contract Sum; or
 - 2. An amount equal to 35% of the estimated cost of the work that the prime CONTRACTOR indicated in his bid that he would perform.
- H. Pursuant to Nevada Revised Statutes Section 338.141, which states in pertinent part, within two hours after the completion of the bid opening, the prime CONTRACTORS who submitted the three lowest bids shall submit a printed or typed list naming each first tier SUBCONTRACTOR who will provide labor or a portion of the work to the prime CONTRACTOR and a description of the portion of the work which each SUBCONTRACTOR named in the bid will complete, for which he will be paid an amount exceeding 1% of the prime CONTRACTOR'S total bid or \$50,000, whichever is greater, and the number of the license issued to the SUBCONTRACTOR by the Nevada State Contractors Board. If a prime CONTRACTOR fails to submit such a list within the required time, his bid shall be deemed non-responsive.

The general CONTRACTOR shall also list any portion of the work exceeding 1% of the general CONTRACTOR'S total bid or \$50,000, whichever is greater, that the general CONTRACTOR intends to self-perform. If the prime CONTRACTOR substitutes a SUBCONTRACTOR to perform such work, the prime CONTRACTOR shall forfeit as a penalty to the OWNER the lesser of, excluding change orders;

 - 1. An amount equal to 2.5% of the Contract Sum; or
 - 2. An amount equal to 35% of the estimated cost of the work that the prime CONTRACTOR indicated in his bid that he would perform.
- I. The prime CONTRACTOR whose bid is accepted shall not substitute a SUBCONTRACTOR who is named in the bid, unless such substitution complies with Nevada Revised Statutes Section 338.141. If the prime CONTRACTOR fails to comply with Nevada Revised Statutes Section 338.141 as amended by Senate Bill No. 268 the prime CONTRACTOR shall forfeit as a penalty to the OWNER an amount equal to 1% of the Contract Sum.

3.4 Within 48 hours after receipt of an Intent to Award letter the Contractor shall submit to the Carson City School District a final and complete list of all SUBCONTRACTORS and SUB-SUBCONTRACTORS who will participate in any portion of the work, along with their Nevada State Contractor's license number, and a description of the work that they will perform. Should the 48 hour time period elapse on a weekend day or on a recognized state holiday the required list may be submitted on the following business day.

The prime CONTRACTOR shall also list any portion of the work that the prime CONTRACTOR intends to self-perform.

3.5 Each bid shall be based on providing the materials and equipment specified in the Bid Documents. The determination of whether material or equipment is equal to that specified is the responsibility of the OWNER, and each Bidder submitting his bid shall agree to abide with his decision if awarded a contract. Bidders are advised not to prepare bids in anticipation of substitutions to specified materials or equipment being accepted.

3.6 Materials and equipment for which there is no installation procedure noted in the specifications shall be installed in conformance with the manufacturer's written instructions.

3.7 Bidders may request interpretations or clarifications of the Bid Documents at any time prior to end of Questions period as stated on timeline by making a written request to the OWNER, who may then issue a written addenda to all Bidders prior to the Bid Time. No interpretation, clarification, or change to the Bid Documents will be binding on the OWNER unless it is included in an Addendum. It is the sole responsibility of each Bidder to ensure that he has received all Addenda issued, and he shall acknowledge his receipt of each Addenda on the Bid Proposal Form.

3.8 Each Bidder shall be solely responsible to inform himself fully of all conditions relating to the Bid Documents and the work prior to submitting a bid.

3.9 All applicable State laws, County ordinances, and the rules and regulations of local and State authorities having jurisdiction over the work, shall apply to the Bid Documents as if repeated in full therein. The Bidder's attention is directed to those portions of the Bid Documents which govern insurance, wage rates, allowances, equal employment opportunity, inspection and testing of materials, liquidated damages, and contract time.

3.10 The prevailing wage rates as established by the Office of the Nevada Labor Commissioner must be paid when noted in the Invitation to Bid, regardless of the size of the project. The wage rates published in the contract documents must be posted at the site of the project in a place generally visible to the workmen.

SECTION 4 NOT USED

SECTION 5 SUBMISSION OF BIDS

5.1 Pursuant to Nevada Revised Statutes Section 338.1389, a Bid submittal shall consist of the

properly completed and signed Bid Proposal Form, a Certificate of Eligibility pursuant to Assembly Bills No. 144 & 574 (when and if the Bidder is eligible), a 5% Bid Bond, the required SUBCONTRACTOR lists (1% and 5%), and acknowledgement receipt of addenda(s). Carson City School District does not provide a form.

5.2 Each Bid shall be delivered to an authorized representative of the Carson City School District at the place of bidding prior to the Bid Time on the Bid Date. Any bid received after that time will be rejected. It is the sole responsibility of the Bidder to ensure that his bid is received by the proper authority at the proper time.

5.3 Each Bid shall be delivered in a sealed envelope bearing on the outside the name of the bidder, his address, and the project name and number for which the Bid is submitted. Any other written or printed information relating to the Bid or the work appearing on the outside of the envelope, except for the address of the Carson City School District, may result in rejection of the Bid.

5.4 In submitting a Bid, the Bidder agrees and certifies that:

- A. He has carefully checked the submitted Bid, and will accept a contract offered in accordance with it, and accordance with the terms and conditions of the Bid Documents.
- B. The Bid is genuine and not a sham or collusive bid, or made in the interest or on behalf of any person other than the Bidder.
- C. He has not induced or solicited any other Bidder to submit a sham bid or to refrain from bidding.
- D. He has read and understands the Bid Documents, and is thoroughly familiar with all requirements of the work.
- E. He has informed himself fully of the conditions relating to the construction of the project. Failure to do so will not relieve a successful bidder of his obligation to furnish all material and labor necessary to carry out the provisions of the contract.
- F. He has informed himself fully that his Nevada State Contractor's License is acceptable to the Nevada State Contractors Board for the type of work covered by the bid. Each Bidder is held responsible for submitting bid proposals only if properly and adequately licensed by the Nevada State Contractors Board prior to submitting his bid.

SECTION 6 OPENING OF BIDS

6.1 All bids received by the representative of the OWNER will be Timed and Date stamped prior to the Bid Time on the Bid Date and will be opened, and read publicly at the specified time and place of bidding.

6.2 Any obvious irregularities in any bid will be announced when the bid is opened.

SECTION 7 NOT USED

SECTION 8 WITHDRAWAL AND MODIFICATION OF BIDS

8.1 Any submitted Bid can be withdrawn or modified, and resubmitted by the Bidder at any time prior to the Bid Time on the Bid Date.

8.2 Once the bid opening commences withdrawal of a submitted Bid will be considered only in a case when all of the following conditions are met:

- A. The bid amount was reached as the result of a bona fide clerical error.
- B. Written notice of the error is received by the OWNER within 24 hours after the bid opening. The written notice fully explains the nature and cause of the error.
- C. The OWNER will review the information submitted by the Bidder concerning the alleged error and the circumstances surrounding the alleged error, and will make a determination as to whether the circumstances justify the withdrawal of the Bid by reason of a bona fide clerical error.

8.3 After the recommendation to award the contract is issued and posted on the School District web-site (pursuant to Section 12 "Notice of Intent to Award") the CONTRACTOR'S bid cannot be withdrawn for any reason without forfeiture of the bid security in accordance with the terms of the bid bond.

8.4 A Bid may be modified by a facsimile sent to the OWNER at the place of bidding, provided such facsimile is received by the representative of the OWNER prior to the Bid Time on the Bid Date. The facsimile shall not reveal the bid price, but shall provide the addition or subtraction to bid amounts or other modifications, such that the final bid amount or terms will not be known until the Bid to be modified is opened.

SECTION 9 RIGHTS OF THE OWNER

9.1 The OWNER specifically reserves the right to reject any and all bids, and to determine the validity of any bid not prepared or submitted in accordance with these instructions. The OWNER reserves the right to award a contract to the Bidder who has, in the judgment of the OWNER, submitted the lowest responsible bid in accordance with the provisions of Section 11, Determination of Low Bidder.

SECTION 10 NOT USED

SECTION 11 DETERMINATION OF LOW BIDDER

The final determination of the low bidder for any Carson City School District Project will be determined on the basis of the base bid plus any bid alternates which are accepted.

11.1 For projects where the estimated construction cost exceeds \$250,000 the terms and conditions of Nevada Revised Statutes Section 338.1389 apply, which states in pertinent part:

- A. A public body shall award a contract for a public work to the CONTRACTOR who submits the best bid.

- B. For the purpose of this section, the lowest bid is a bid provided by the CONTRACTOR who:
1. Has been found to be a responsible and responsive CONTRACTOR by the public body; and
 2. Pursuant to Nevada Revised Statutes Section 338.1389, at the time that he submits his bid, provides a Certificate of Eligibility (when and if the CONTRACTOR is eligible), issued by the Nevada State Contractors Board; and an 'Affidavit of Compliance' certifying compliance with Assembly Bills No. 144 and 574, and
 3. The bid is not more than 5 percent higher than the bid submitted by the lowest responsive and responsible bidder who does not have, at the time he submits his bid, a valid Certificate of Eligibility. In order to be eligible for the 5% bid preference, the Bidder must have a valid Certificate of Eligibility.
- C. Should any Bidder neglect to attach a valid Certificate of Eligibility with their Bid Proposal the Bidder will not receive the associated 5% bid preference until such time that a valid Certificate of Eligibility is received. The Bidder must furnish a valid Certificate of Eligibility to the Carson City School District within 2 hours of the Bid Opening in order to receive the 5% bid preference. After the 2 hour time period has elapsed if a valid Certificate of Eligibility has not been received the Bidder will be deemed ineligible for the 5% bid preference.
- D. If any federal statute or regulation precludes the granting of federal assistance or reduces the amount of that assistance for a particular public work because of the provisions of Section

11.1(B), Those provisions do not apply insofar as their application would preclude or reduce federal assistance for that work.

11.2 When the approved budget permits the acceptance of the base bid and one or more bid alternates, the bid alternates will be selected and awarded by the OWNER in any order or combination and in the best interest of the OWNER.

11.3 The base bid and bid alternates of the low bidder are subject to negotiation in the best interest of the OWNER.

11.4 Pursuant to Nevada Revised Statutes Section 338.1385 any bid received may be rejected if the OWNER or its authorized representative determines that:

- A. The Bidder is not qualified;
- B. The Bid received is not responsive;
- C. The quality of the services, materials, equipment, or labor offered does not conform to the plans and specifications; or
- D. The public interest would be served by such a rejection.

SECTION 12 NOTICE OF INTENT TO AWARD

12.1 Once the Carson City School District reviews and evaluates the bids that were received, notification of the recommendation to award the contract will be posted on the Carson City School District website (under the Departments / Bond & Capital Projects “Bond & Capital Bidding Opportunities” tab) This notification will typically be posted within 1 week after the bid opening. It shall be the responsibility of all interested bidders to check the website as necessary to determine the posting date.

12.2 Once the 5 day bid protest period has elapsed (see Invitation to Bid for details regarding bid protests) and the Carson City School District arrives at a determination of the best bid, the Carson City School District will issue an Intent to Award letter to the recommended CONTRACTOR.

12.3 The Intent to Award letter will include notification as to whether the provisions of Assembly Bills No. 144 and 574 are applicable to the Project.

SCOPE OF WORK

- A. Contract work scope descriptions contained within this section are intended to describe the basic scope of work for the contract. Specific portions of the work have been noted in order to clarify the items that are part of this contract and are not to be construed as a complete listing of the work requirements.
- B. Provide all labor, materials, equipment, and supervision to repair and coat the designated roof sections as specified at Mark Twain Elementary School, Fremont Elementary School, and Carson High School

A MANDATORY PRE-PROPOSAL CONFERENCE/JOB WALK will be required

Wednesday, March 29 2023 at 10:00 a.m.

Mark Twain Elementary School

2111 Carriage Crest Drive

Carson City, NV

Only those attending this Pre-Proposal Conference are eligible to submit a BID

TIMELINE OF EVENTS

<u>BID EVENTS</u>	<u>DATE</u>
BID Released	Monday, March 20, 2023
Mandatory Pre-proposal Conference/Job Walk	Wednesday, March 29, 10:00 a.m. @ Mark Twain Elementary School, meet at Front Office
All Bid Questions Due	Wednesday, April 19, 2023 (by 2:00 p.m. local time)
Responses to Questions Posted as "Addendum"	Friday, April 21, 2023
BIDS DUE & opened	Tuesday, April 25, 2023, 2:00 p.m.
Recommendation for Award Posted	Thursday, April 27, 2023
Award Granted	Thursday, May 4, 2023
Construction Begins **	June 2, 2023
Construction Ends **	August 11, 2023

CONTRACT SCHEDULE **

If this bid is accepted, **Carson City School District 2023 Roof Coating Project** is to start as soon as possible after the Award is granted on or after June 2, 2023 with substantial completion by August 11, 2023. The schedule is to be coordinated with Carson City School District, Benchmark Inc., and the awarded CONTRACTOR.

LIST OF EXHIBITS

- Exhibit A: BID PROPOSAL FORM
- Exhibit B: 5% SUBCONTRACTOR Information Form
- Exhibit C: 1% SUBCONTRACTOR Information Form
- Exhibit D: CCSD OWNER-CONTRACTOR Agreement (sample)
- Exhibit E: CCSD CONTRACTOR Policy & Procedures Dated 05.20.20
- Exhibit F: CCSD General Conditions
- Exhibit G: CCSD Communications Systems Construction Standards
- Exhibit H: Carson City School District, 2023 Roof Coating Project, Project Manual, including Specifications dated: 3/6/2023

BID PROPOSAL FORM

**Carson City School District
2023 ROOF COATING PROJECT**

Mark Twain Elementary School
2111 Carriage Crest Drive
Carson City, NV 89706
Sections A, C, D, G, H, I, J, K, L, N, O, R, S, T, U, V, W, and Y

Fremont Elementary School
1511 Firebox Road
Carson City, NV 89701
Sections A, C, D, G, H, I, J, K, L, N, O, R, S, T, U, V, W, and Y

Carson High School
1111 N. Saliman Road
Carson City, NV 89701
Sections A, B, C, D, E, F, G, M, N, O, P, Q, R, S, and T

Project No.: 00-23-01

Labor Commission PWP No.: CC-2023-253

Having examined the place of the work and having become thoroughly familiar with local conditions affecting the cost and performance of the work and with all requirements of the Contract Documents and related Addenda, Contractor hereby proposes and agrees to provide all labor and materials required to construct and complete the Work in accordance with the Contract Documents and Addenda in the following amounts for contract Work scope as noted above and in the bid package documents.

The undersigned bidder proposes to furnish all labor and materials to repair and coat the designated roof sections at Mark Twain Elementary School, Fremont Elementary School and Carson High School.

Proposal: It is understood and agreed that all blank spaces must be filled in completely, in ink, and in figures.

Bid Forms: Bids must be submitted on forms provided herein for the entire work described. The following forms must be submitted with bid:

1. BID PROPOSAL FORM

Deviation from specifications will not be considered and will be cause for rejection of bids. Owner reserves the right to reject any or all bids, and to waive any minor irregularities.

PART I – Base Bid

2023 ROOF COATING PROJECT

ITEM	QUANTITY	DESCRIPTION OF WORK	UNIT PRICE	TOTAL
1	Lump Sum	<u>Mark Twain Elementary School</u> : furnishing all labor and materials to repair and coat the designated roof sections as specified		\$ _____
2	Lump Sum	<u>Fremont Elementary School</u> : furnishing all labor and materials to repair and coat the designated roof sections as specified		\$ _____
3	Lump Sum	<u>Carson High School</u> : furnishing all labor and materials to repair and coat the designated roof sections as specified		\$ _____
TOTAL BASE BID				\$ _____

4	The above total base bids include stipulated quantity allowances for specific unit prices, this information is provided in Summary of Work notes on the Drawings.			YES / NO Please circle one
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UNIT PRICING

ITEM	DESCRIPTION	UNIT	UNIT PRICE
5	Action Code 2.01 – Repair Damaged Membrane	Square Foot	
6	Action Code 3.01 – Repair Damaged Wall Flashing	Square Foot	
7	Action Code 4.04 – Replace Penetration Flashing	Each	
8	Action Code 4.10 – Replace Pitch Pan	Each	
9	Action Code 6.03 – Replace Drain Flashing	Each	
10	Action Code 7.02 – Prune Adjacent Vegetation	Each	

PART II - BID GUARANTEE

The Bidder guarantees that this Bid shall be firm and may not be withdrawn for a period of sixty (60) days after the schedule closing time of receiving Bids.

PART III - TAXES

This Bid includes all applicable sales or use taxes for the work in accordance with applicable laws.

PART IV - BONDS

Upon receipt of written notice of acceptance of this Bid, the Bidder agrees to execute and deliver the bonds and certificates which are required by the Owner within ten (10) days.

PART V - EVALUATION OF PROPOSALS

Owner reserves the right to reject any or all proposals, to enter into negotiations with any Bidder and to award or enter into a contract for some or all of the work covered by this solicitation package with other than the lowest Bidder or a Contractor not participating in this bidding process. However, it is the desire of Owner to award the contract as a whole to the lowest qualified Bidder, either with or without negotiations, as soon as possible after receipt of proposals pursuant to this invitation.

Amounts and terms of proposals will not be disclosed to other Bidders or the general public. Proposals will be disclosed to agents, consultants, and key personnel of the Owner as necessary for purposes of evaluation and customary Owner contracting procedures.

Proposals will be evaluated on price, time for completion, Bidder qualification, completeness of proposals and other factors within the sole discretion of the Owner and its agents and consultants. The Owner reserves the right to waive any irregularities in proposals; however, exclusions and deviations from the specifications and Bid Proposal forms are discouraged. Any perceived errors or omissions in the specifications, which may affect price or time, should be brought to the attention of the Owner prior to bid opening.

NOTICE: Submittal of the Bid forms constitutes an offer to contract for the work and may be accepted by the Owner as proposed.

PART VI - ADDENDA

The following Addenda have been received. The modifications to the Bid Documents noted therein have been considered, and all costs thereto are included in the Bid Sum(s).

Addenda # _____	Dated _____
Addenda # _____	Dated _____
Addenda # _____	Dated _____
Addenda # _____	Dated _____

PART VII - NON-COLLUSION AFFIDAVIT

The undersigned certifies that this proposal is made in good faith without fraud, collusion, or connection of any kind with any other Bidder for the same work, that he is competing in his own interest and in his own behalf without connection or obligation to any undisclosed person, has made his own examination and estimates and from these presents his own Bid.

Signed this _____ day of _____, 2023.

Company Name _____

Street Address _____

City _____

State, Zip Code _____

Telephone (_____) _____

Fax (_____) _____

Signature _____

Printed Name _____

Title _____

email _____

END OF BID FORM

5% SUBCONTRACTOR INFORMATION

Exhibit B

Carson City School District
2023 ROOF COATING PROJECT

Mark Twain Elementary School
2111 Carriage Crest Drive
Carson City, NV 89706
Sections A, C, D, G, H, I, J, K, L, N, O, R, S, T, U, V, W, and Y

Fremont Elementary School
1511 Firebox Road
Carson City, NV 89701
Sections A, C, D, G, H, I, J, K, L, N, O, R, S, T, U, V, W, and Y

Carson High School
1111 N. Saliman Road
Carson City, NV 89701
Sections A, B, C, D, E, F, G, M, N, O, P, Q, R, S, and T

Project No.: 00-23-01
Labor Commission PWP No.: CC 2023 - 253

Fax or deliver this form within 2 hrs. of bid: Jodi Mason – Fax #775-283-2191

In compliance with NRS 338.141, Bidder submits the following names of First-Tier Subcontractors who will provide to Bidder labor or a portion of the Work or improvements for which Subcontractor will be paid an amount exceeding five percent (5%) of the Bid Price. The Bidder shall list the name of a Subcontractor for each portion of the Work the value of which exceeds five percent (5%) of the Bid Price. If Bidder will perform any of the Work required to be listed, Bidder shall list his name for such Work in the space provided below. Bidder certifies that all Subcontractors listed are eligible to perform the Work.

Table with 3 columns: Subcontractor's Name, Subcontractors Work, Subcontractor's Nevada License No. Includes multiple rows for data entry.

Attach additional sheets if necessary to list all Subcontractors.

Bidder hereby includes his name (Print Name of Bidder), and Nevada Contractor's License No. (Print Contractor's License No.), on this list and represents that

all Work exceeding five percent (5%) of the Bid Price for which a First-Tier Subcontractor is not named above will be performed by Bidder. This representation satisfies the listing requirement specified by NRS 338.141

If no Subcontractors are listed, it will be assumed that no Subcontractors are to be employed meeting the above conditions. The Contractor whose Bid is accepted shall not add a Subcontractor or substitute for a Subcontractor who is named herein, unless the Contractor complies with the requirements of the Nevada Revised Statutes and this Contract.

<p>NOTE: This form shall be submitted by all Bidders with their Bids. Failure to complete this form and submit with the Bid shall result in the Bid being deemed non-responsive.</p>
--

1% SUBCONTRACTOR INFORMATION

Exhibit C

**Carson City School District
2023 ROOF COATING PROJECT**

Mark Twain Elementary School
2111 Carriage Crest Drive
Carson City, NV 89706
Sections A, C, D, G, H, I, J, K, L, N, O, R, S, T, U, V, W, and Y

Fremont Elementary School
1511 Firebox Road
Carson City, NV 89701
Sections A, C, D, G, H, I, J, K, L, N, O, R, S, T, U, V, W, and Y

Carson High School
1111 N. Saliman Road
Carson City, NV 89701
Sections A, B, C, D, E, F, G, M, N, O, P, Q, R, S, and T

**Project No.: 00-23-01
Labor Commission PWP No.: CC-23-253**

Fax or deliver this form within 2 hours of bid: Jodi Mason – Fax #775-283-2191

In compliance with NRS 338.141, Bidder submits the following names of First-Tier Subcontractors who will provide to Bidder labor or a portion of the Work or improvements for which Subcontractor will be paid an amount exceeding one percent (1%) of the Bid or \$50,000, whichever is greater. The Bidder shall list the name of a Subcontractor for each portion of any of the Work the value of which exceeds one percent (1%) of the Bid Price. **If Bidder will perform any of the Work required to be listed, Bidder shall list his name for such Work in the space provided below.** Bidder certifies that all Subcontractors listed are eligible to perform the Work.

Since all Subcontractors listed on the Bidder’s 5% Subcontractor Information Form are over 1% of the Bid amount, those Subcontractors shall automatically be deemed incorporated into this 1% Subcontractor Information form and need not be re-listed below.

Bidder certifies that all Subcontractors listed are eligible to perform the Work.

<u>Subcontractor’s Name</u>	<u>Subcontractors Work</u>	<u>Subcontractor’s Nevada License No.</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Attach additional sheets if necessary to list all Subcontractors.

Bidder hereby includes his name _____, and Nevada Contractor’s License No. _____, on this list and represents that
(Print Name of Bidder)
(Print Contractor’s License No.)

all Work exceeding one percent (1%) of the Bid Price for which a First-Tier Subcontractor is not named above will be performed by Bidder. This representation satisfies the listing requirement specified by NRS 338.141

If no Subcontractors are listed, it will be assumed that no Subcontractors are to be employed meeting the above conditions. The CONTRACTOR whose Bid is accepted shall not add a Subcontractor or substitute for a Subcontractor who is named herein, unless the Contractor complies with the requirements of the Nevada Revised Statutes and this Contract.

NOTE:	This form shall be submitted within 2 hours after the Bid opening by the Bidders who submitted the three lowest Bids. Failure to submit such a list within the required time shall result in the Bid being deemed non-responsive.
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- END OF SECTION -

OWNER-CONTRACTOR AGREEMENT

This Owner-Contractor Agreement, between the Carson City School District, a Nevada public school district, represented by the listed Project Manager, hereinafter referred to as “Owner”, and the Contractor, hereinafter referred to as “Contractor”, is entered into as follows:

Execution Date:

Project Identification

CCSD Project No:	00-23-01
Project Name:	Carson City School District, 2023 Roof Coating Project
Project Location	Mark Twain Elementary School 2111 Carriage Crest Drive Carson City, NV 89706

Fremont Elementary School
1511 Firebox Road
Carson City, NV 89701

Carson High School
1111 N. Saliman Road
Carson City, NV 89701

Labor Commission PWP No.: **CC-2023-253**

Owner and Project Manager

Carson City School District
1402 W. King Street
Carson City, Nevada 89703
(775) 283-2000

Director of Operations:	Steve West
Contact Number:	(775) 283-2181 (Office)
Fax:	(775) 283-2191 (Fax)
Email:	swest@carson.k12.nv.us

Contractor and Project Contact

Firm Name
Contact Name, Title
Address
City, State, Zip Code
(775) Phone Number (Office)
(775) Phone Number (Cell)
(775) Fax Number
Email Address

Roof Consultant

Benchmark, Inc.
Curtis Liscum, RRC, RRO
6065 Huntington Court N.E.

Cedar Rapids, Iowa 52402
319.440.6312
cliscum@benchmark-inc.com

ARTICLE 1: CONTRACT SUM

For furnishing all work, labor, materials, equipment, tools and services and for doing everything required by this Agreement and the Contract Documents, and for completing the Project in accordance with the requirements of the Contract Documents, the Owner will pay and the Contractor shall receive as full compensation therefore, a total sum not to exceed:

Base Bid Amount	\$
Negotiated Revisions	\$ (_____)
Total Contract Amount	\$

ARTICLE 2: INCORPORATED DOCUMENTS

The Owner and the Contractor mutually agree that the following documents (“Contract Documents”) are incorporated into and made a part of this Agreement by reference:

1. *Invitation to Bid*
2. *Instructions to Bidders*
3. *Bid Proposal Form (including all supporting documentation)*
4. *Wage Rates, Carson City County Dated: October 1, 2022 through September 30, 2023*
5. *Performance Bond*
6. *General Conditions of the Contract Effective: December 9, 2022*
7. *Carson City School District, 2023 Roof Coating Project, Project Manual, including Specifications dated: 3/6/2023*
8. *Addenda: Addendum No. 1, dated:
Addendum No. 2, dated:*
9. *Communications Systems Construction Standards, Technology Department, CCSD Dated: March 15, 2021*
10. *CCSD Contractor Policy and Procedures Dated: December 7, 2022*

In the event of any conflict among the Contract Documents and this Agreement, this Agreement shall prevail over the other documents.

ARTICLE 3: CONTRACT TIME

The Contractor shall commence the Work on the Project as directed by the Owner in a written Notice to Proceed. All work shall be substantially completed, as evidenced by a Certificate of Occupancy, Temporary Certificate of Occupancy, Notice of Substantial Completion, or a Certificate of Substantial Completion, executed by Owner’s Architect or design consultant, within the number of calendar days stipulated below, after which time, the stipulated liquidated damages provisions shall apply.

Carson City School District, 2023 Roof Coating Project to start as soon as possible after Award is granted on or after June 2, 2023 with substantial completion by August 11, 2023.

ARTICLE 4: LIQUIDATED DAMAGES

The Contractor agrees that time is of the essence of this Agreement, and Contractor further agrees to satisfactorily complete all Work on the Project in accordance with the Contract Documents within the specified Contract Time plus any adjustments to the Contract Time resulting from approved Change Orders, and failing which, Contractor agrees to pay, not as a penalty but as Liquidated Damages, the sum stipulated below for each calendar day in excess of the Contract Time stipulated in this Agreement. Liquidated Damages shall cease to be assessed on the date of Substantial Completion provided the Contractor completes all punch-list work within the time limit stipulated in the Certificate of Substantial Completion. Liquidated Damages shall resume if the Contractor does not complete all of the work within the time limit stipulated in the Certificate of Substantial Completion.

Liquidated Damages: \$ 500.00

ARTICLE 5: TERMS AND CONDITIONS

The Contractor agrees to provide all labor, materials, equipment, tools, and services, and to do everything required by this Agreement and by the Contract Documents, as necessary to complete all Work required for the Project in a good and workman-like manner, and in accordance with industry standards.

The term Work includes all labor, materials, services, equipment, tools, transportation, power, water, permanent and temporary utilities, connections, provisions for safety, and all incidental and other things necessary to produce the finished construction as described by the Contract Documents.

Only low VOC products shall be used on site, and no material containing asbestos or lead shall be used in the design or construction of this Project.

ARTICLE 6: SCOPE OF AGREEMENT

This Agreement constitutes the entire agreement between the parties and may be modified only by a written Amendment executed by both parties. The Contract Documents form the Agreement between the Owner and the Contractor. The Contract Documents are complementary and what is required by any one shall be as binding as if required by all.

ARTICLE 7: CONTRACT DOCUMENTS

The Contract Documents form the contract. The Contract Documents are complementary and what is required by any one shall be as binding as if required by all.

ARTICLE 8: EXAMINATION OF CONTRACT DOCUMENTS

Execution of this Agreement by each party shall constitute the representation by each party that it has examined the contents of this Agreement and all Contract Documents, including the General Conditions of the Contract, that it has read and understands the same, and specifically agrees to be bound thereby.

ARTICLE 9: PAYMENT

The Contractor shall submit a Progress Payment Application not more than once each month in

the form required by the Owner. Each Progress Payment Application shall be accompanied by a current Project Schedule, updated to reflect all Change Orders and/or changes in the Work.

Each Progress Payment Application shall correctly set forth the value of all Work satisfactorily performed to date, less five (5%) of that amount as a retained percentage. The Owner may also pay the invoiced value, less retention, of materials properly stored on site or in approved, bonded, and insured facilities. Once the satisfactorily completed Work is more than fifty percent (50%) complete, the Owner may discontinue withholding any additional retention beyond the five (5%) already withheld on the initial fifty percent (50%) of the Project.

ARTICLE 10: FINAL PAYMENT

When the Work and all requirements of the Contract Documents are fully and satisfactorily completed, and a Certificate of Occupancy has been issued by the local governmental authority, the Owner will pay to the Contractor a final payment consisting of the remaining unpaid balance of the Contract Sum due the Contractor. The acceptance of the final payment by the Contractor shall constitute a full and final release and waiver of all Contractor claims and rights of claim against the Owner relating or pertaining to the Work.

Acceptance of the final payment by the Contractor shall terminate the Owner's obligation under this Agreement, after which time the applicable terms and conditions for Warranties and Insurance shall continue to apply.

ARTICLE 11: STATUTORY REQUIREMENTS

The Contractor agrees to all terms and conditions of the Nevada Revised Statutes (NRS) as they apply to this Agreement and to the Work performed under this Agreement and agrees to comply with all such applicable portions of the NRS. This Agreement shall be construed and interpreted according to the laws of the State of Nevada.

ARTICLE 12: INFORMATION ACCESS

The books, records, documents, and accounting procedures and practices of the Contractor relevant to this Agreement shall be subject to inspection, examination and audit by the Owner, its agents, auditors, and representatives.

ARTICLE 13: ASSIGNMENT

The Contractor shall neither assign, transfer, nor delegate any rights, obligations, monies or duties under this Agreement without the prior written consent of the Owner.

ARTICLE 14: USE OF DOCUMENTS

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

ARTICLE 15: INDEMNIFICATION

Indemnification provisions are set forth in Section 3.15 of the Owner's General Conditions of the Contract.

ARTICLE 16: INDEPENDENT CONTRACTOR

The parties agree that the Contractor is an independent contractor and not an employee, agent, or joint venturer of Owner. Accordingly, there shall be **NO**:

1. Withholding of income taxes by the Owner, a Nevada Public School District;
2. Industrial insurance coverage provided by the Owner, a Nevada Public School District;
3. Participation in group insurance plans which may be available to employees of the Owner, a Nevada Public School District;
4. Participation or contribution by either the independent contractor or the Owner, a Nevada Public School District, to the Public Employees Retirement System;
5. Accumulation of vacation leave or sick leave; or
6. Unemployment compensation coverage provided by the Owner, a Nevada Public School District, if the requirements of Nevada Revised Statutes Section 612.085 for independent contractors are met.

Contractor represents that it is fully experienced and properly qualified to perform the class of Work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such Work. Contractor as an independent contractor and not as the agent of Owner, is responsible for maintaining complete control over its employees and all of its suppliers and Subcontractors. Nothing contained in this Contract or any Subcontract awarded by Contractor shall create any contractual relationship between any such supplier or Subcontractor and Owner. However, each subcontract and supplier agreement entered into by Contractor, relative to the Contract, shall bind such Subcontractor or supplier to the same terms and conditions as appear in the Contract. Contractor shall perform all Work in accordance with its own methods subject to strict compliance with this Contract.

ARTICLE 17: FAIR EMPLOYMENT PRACTICES

As outlined in NRS 613.330, in connection with the performance of work under this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age, including, without limitation, with regard to 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, without limitation, apprenticeship.

The Contractor further agrees to insert this provision, as outlined in NRS 613.330, in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Any violation of such provision by the Contractor shall constitute a material breach of contract.

ARTICLE 18 - DISPUTE RESOLUTION

Dispute Resolution provisions are as set forth in Section 3.9 of the General Conditions of the Contract.

ARTICLE 19 - TERMINATION

Termination provisions for both the Owner and Contractor are as set forth in Sections 3.10 and 3.11 of the General Conditions of the Contract.

ARTICLE 20: INSURANCE

A certificate of insurance evidencing the required coverage (as stipulated in Section 8 of the General Conditions of the Contract) shall be filed with the Owner prior to the Contractor mobilizing onto the Project site and prior to commencement of any work on the Project.

DRAFT

SIGNATURE PAGE FOLLOWS

WITNESS WHEREOF, the parties hereto have executed this Agreement.

Owner

Carson City School District

By: _____

Print: Andrew J. Feuling

Title: Superintendent

Date: _____

Contractor

Firm Name

By: _____

Print: _____

Title: _____

Date: _____

Carson City School District

By: _____

Print: Steve West

Title: Director of Operations

Date: _____

(R Russell, 6/18/2020

4844-6491-1168, v. 2

CCSD Project Manager: Mark M. Johnson

(Signed as to Review Only)

By: _____

Date: _____

DRAFT

Distribution

Original - CCSD

- cc: CCSD Project Manager
- Contractor
- Curtis Liscum, Roof Consultant



EXHIBIT E

DEPARTMENT OF OPERATION SERVICES

P. O. Box 603

398 N. Richmond Avenue

Carson City, NV 89703

775.283.2175 Telephone | 775.283.2191 Fax

December 7, 2022

To: All Contractors / Vendors

From: Carson City School District (CCSD), Operation Services Department
(775) 283-2175

Virgil Berry, Energy & Maintenance Manager	690-2706
Dave Silva, Operations Services	283-2186 or 690-2412
Mark Johnson, Project Manager	283-2170 or 301-5343
Karen Jackson, Administrative Secretary II	283-2155

SUBJECT: CCSD CONTRACTOR POLICY AND PROCEDURES

PURPOSE: To communicate the expectations of CCSD of their vendors and contractors, to provide a safe and efficient working environment and to establish an effective communication system, whereby all parties involved are aware of maintenance issues, visitors and/or workers on campus.

SITE ENTRY: All visitors and Contractors are required to check-in, receive a badge and check-out before leaving with the front office (**no exceptions**). Contractors must meet with the Lead/Head custodian, Office Manager or Maintenance personnel to communicate what they are doing and before leaving they must again meet to review job and check-out properly. Contact information for the site contacts is available from the Operation Services Department above. In the event of a lockdown on campus, it's crucial that we know who is in the building.

Contractors will only be permitted access to work on weekends and holidays with permission from the Operation Services Department, with a one-week notice.

RESPONSIBILITIES: The Contractor will make sure that everything is back in its place, holes are patched and the area is clean. Accidents of any kind (injury, wires cut, damage to facility or equipment) must be reported to CCSD immediately. Please be respectful of individual work or instruction areas such as gymnasiums, locker rooms, classrooms, kitchens, etc. These staff must continue to do their job while you do yours, so communication is the key.

CONDUCT: While on school property contractors are expected to conduct themselves in a professional manner which includes following CCSD policies and regulations.

- a. The use or consumption of alcohol or illegal drugs on any school site is strictly prohibited, and offenders may be prosecuted;
- b. School campuses are to be tobacco free. Smoking, tobacco products, smokeless cigarettes, or vapor cigarettes shall not be permitted or tolerated on job site, and is illegal as per Nevada Revised Statutes;
- c. Refrain from using profanity or being discourteous or uncivil to others on the campus or project site or while performing services under these CCSD policies and regulations;
- d. Do not play obnoxious and/or loud music on the project site;
- e. Do not play any music within existing facilities;
- f. Wear shirts with sleeves, wear shoes, and refrain from wearing immodest, offensive, or obnoxious clothing, while on the project site;
- g. Do not bring weapons on any school campus;
- h. Do not interact with students on the project site.

Anyone not following our policies will be asked to leave the premises and their employer will be notified. Remember to be “kid conscience” in schools. Examples: unattended ladders, tools, driving on playgrounds, etc.

INSPECTION BY THE OWNER: The Owners Project Manager or Owners representative has authority to enforce compliance with the contract documents and to direct the contractor to correct non-complying work.

The Project Manager or Owners representative may direct the contractor to stop any unsafe work, any non-complying work, and/or any work that presents a life safety concern. The contractor shall not be entitled to any compensation or to any additional time for such work stoppage. Once the contractor is advised of non-complying work, proceeding with that work or with any related work shall be at the contractor’s risk and at the contractor’s expense.

CONTRACTOR’S RESPONSIBILITIES: The contractor shall supervise and direct all portions of the work. The contractor shall be solely responsible for all construction procedures, methods, techniques, sequences, and safety, and for coordinating all portions of the work to comply with the contract documents. The contractor shall be responsible for the acts and omissions of its employees and subcontractors, their agents and employees, and all other persons performing any of the work.

The contractor and each subcontractor shall have and maintain a State of Nevada contractor’s license in good standing for the entire duration of the work.

The contractor shall at all times, and at its own cost, safely guard and protect the owner's property, the work, and all property adjacent to the project, from damage, injury, or loss in connection with the project and shall replace or make good any such damage, injury, or loss. The required repairs shall be made in accordance with relevant construction

specifications or Carson City School District Standard Specifications, whichever is the more stringent, and in a manner satisfactory to owner. The contractor shall be responsible for the protection of adjacent property and the maintenance of passageways, guard fences, and other protective facilities.

Contractor shall make its own arrangements for disposal of materials outside the project and shall pay all costs involved. Contractor shall remove all excavated material immediately from the job site. No stockpiling of excavated materials shall be allowed at the project site. Materials resulting from demolition and from all excavations shall be removed immediately from job site and hauled to an approved landfill.

CLEANING UP: At all times, keep work areas in a neat, clean, and safe condition. Upon completion of any portion of the work, the contractor shall promptly remove all of its equipment, temporary structures and surplus materials which will not be used at or near the same location during later stages of work. Upon completion of the work and before final payment is made, the contractor shall at its expense, satisfactorily dispose of all rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and the contractor shall leave the job site and premises in a neat, clean, and safe condition.

Complete a final cleaning operations before requesting inspection for certification of Substantial Completion for the entire project or a portion of the project.

HAZARDOUS MATERIALS: During the course of construction, there may be hazardous materials discovered on the construction site. Such materials can be in the form of asbestos in structures, underground fuel storage units, contaminated soil or other unknown hazardous materials. Contractor shall immediately notify owner of any hazardous materials found on the site and shall not remove same without the permission of owner. Owner shall be responsible for removal and abatement of any existing hazardous materials.

If the hazardous material and subsequent contamination was caused by contractor, contractor shall remove said hazardous material and contaminated soils or materials from the site and shall dispose of same in accordance with all Federal, State and Local laws and regulations. Removal of such materials and contamination shall be monitored by a licensed hazardous materials laboratory, and said laboratory shall prepare a written report attesting to the complete removal of the contaminating material and resulting contamination, all to the satisfaction of, and at no cost to, owner.

CALLS: On temperature adjustments/light control that can be done by computer, no work order is required. Before dispatching to the site, call CCSD Operation Services Department for authorization. When calling, please provide who initiated the work, site, room number/location, problem, date and time received. Anything else **MUST** have a work order AND Purchase Order Number. **If this is an emergency, dispatch immediately.** Please notify CCSD Operation Services Department of after-hours contact and phone numbers.

CCSD EQUIPMENT: We prefer that vendors provide their own equipment, however, if a circumstance arises, you must get permission from the Operation Services Department to use the sites equipment and must return it the same day. Any damage to our equipment will be at the expense of the contractor. **Equipment can never be removed from a site by anyone other than CCSD employees.** Arrangements and permission must be made to operate any of our motorized equipment.

WORK ORDERS: Should be completed within 30 days of receiving authorization to do the work, unless other schedule arrangements have been made. If the work cannot be completed within 30 days you must get an extension from the Operation Services Department in writing.

ALARM SYSTEMS: When doing work that may affect the alarm system, you must make sure that the system is put into TEST mode while the work is being done. Please communicate this with the site representative when checking in. This includes creating a lot of dust, moving many ceiling tiles, etc.

KEYS: A GM key should never be checked out to a vendor or contractor unless authorized by the Operation Services Department. No keys should be checked out to a contractor or vendor by a school site. Keys are only checked out by the Operation Services Department as per Key Control Protocol and Regulation.

DELIVERIES: All UPS and USPS deliveries are to be made to CCSD Central Receiving – 398 North Richmond Avenue (Richmond and Telegraph Street), Carson City, NV, 89703, and must be labeled appropriately for redistribution. Direct deliveries may be made to a school site for construction material and equipment if the contractor has means to off-load it and arrangements are made in advance.

Exhibit F

Carson City School District

GENERAL CONDITIONS

OF THE CONTRACT

Revised
12/9/2022

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SECTION 1 DEFINITIONS, RULES, AND REGULATIONS

1.1 THE PROJECT

The Project is the total construction of which the Work performed under the Contract Documents may be the whole or a part. The Project is identified by name, location, and Project number in the OWNER-CONTRACTOR Agreement.

1.2 THE WORK

The term Work includes all labor, materials, services, equipment, tools, transportation, power, water, permanent and temporary utilities, connections, provisions for safety, and all incidental and other things necessary to produce the finished construction as described by the Contract Documents.

1.3 THE OWNER

The OWNER is the person or organization identified as such in the OWNER-CONTRACTOR Construction Agreement. The term OWNER includes the OWNER or its authorized Project Manager, as the context requires.

1.4 THE ARCHITECT

The Architect is the person or organization responsible for the design of the Project and the preparation of the Drawings and Specifications on behalf of the OWNER. The term Architect means the Architect or its authorized representatives.

1.5 THE CONTRACTOR

The CONTRACTOR is the person or organization identified as such in the OWNER-CONTRACTOR Agreement. The term CONTRACTOR means the CONTRACTOR or its authorized representatives.

1.6 SUBCONTRACTOR

A Subcontractor is a person or organization who has a direct contract with the CONTRACTOR to perform any of the Work. The term Subcontractor means a Subcontractor or its authorized representatives.

1.7 SUB-SUBCONTRACTOR

A Sub-Subcontractor is a person or an organization who has a direct or indirect contract with a Subcontractor to perform any of the Work. The term Sub-Subcontractor means a Sub-Subcontractor or its authorized representatives.

1.8 WRITTEN NOTICE

Written notice shall be deemed to have been duly served when delivered in person to the individual or member of the firm or to an officer of the organization for whom it was intended, or when sent by mail to the last known business address, or when sent by e-mail or facsimile to a person or entity at an address provided by such person or entity in writing. Minutes of construction progress meetings and/or Requests for Information do not constitute written notice.

1.9 CALENDAR DAYS

All references to a 'day' or to 'days' in the Contract Documents shall be understood to mean calendar days unless specifically indicated otherwise. A Calendar Day shall be understood to be any day of the year, including weekends and holidays.

1.10 BUILDING OFFICIAL

The Building Official is the Carson City Building Department. Any changes to the Work that could be construed to have a potential code impact shall be reviewed and approved by the Carson

City Building Department.

1.11 THE CONTRACT

All of the Contract Documents form the Contract. The Contract Documents consist of all of the following, when applicable:

- A. OWNER-CONTRACTOR Agreement
- B. General Conditions of the Contract and Supplemental CONTRACTOR General Conditions
- C. Wage Rates, State of Nevada for prevailing wage schedule as adopted by Carson City at the time of construction bid opening.
- D. Change Orders which have been approved and fully executed by the parties and any required third parties.
- E. Addenda to Specifications
- F. Addenda to Drawings
- G. Specifications
- H. Drawings
- I. CCSD CONTRACTOR Policy and Procedures
- J. Proposal/Solicitation
- K. CCSD Communications Systems Construction Standards

1.12 SUBMITTALS AND SHOP DRAWINGS

- 1.12.1 Submittals and shop drawings are drawings, diagrams, illustrations, performance charts, brochures, samples, and other data which are prepared by the CONTRACTOR or any Subcontractor, manufacturer, supplier, or distributor, which illustrate some portion of the Work.
- 1.12.2 Samples are physical examples furnished by the CONTRACTOR to illustrate materials, equipment, finishes, or workmanship, and to establish standards by which the Work will be judged.

1.13 RULES AND REGULATIONS

- 1.13.1 The CONTRACTOR shall comply with all applicable portions of the Nevada Revised Statutes (including, but not limited to, Nevada Revised Statutes Chapter 341).
- 1.13.2 The CONTRACTOR shall comply with Nevada Revised Statutes (NRS) Section 338.125 (which pertains primarily to discrimination against employees and applicants because of race, creed, color, national origin, sex, sexual orientation, gender identity or expression, or age). A violation of any provision contained in NRS Section 338.125 shall constitute a material breach of the Contract.
- 1.13.3 The CONTRACTOR shall comply with NRS Section 338.130 (which requires the preferential employment of honorably discharged veterans and citizens of the State of Nevada in the construction of public works). A violation of any provision contained in NRS Section 338.130 or any failure or refusal to comply with any of the provisions of NRS 338.130 shall render the Contract void.
- 1.13.4 Work Restrictions. The CONTRACTOR shall ensure that the CONTRACTOR, its agents, employees, and Sub-Contractors:
 - A. Do not use or consume alcohol or illegal drugs upon the Project Site (school grounds or adjacent area) or enter upon or perform any services on the Project Site while under their influence;
 - B. Do not use tobacco in any form on the Project Site;
 - C. Do not perform services on the Project Site on Weekend or District Holidays except as approved by the OWNER or for emergency work;
 - D. Refrain from using profanity or being discourteous or uncivil to others on the Project Site or while performing services under this Contract;
 - E. Do not play obnoxious and/or loud music on the Project Site;
 - F. Do not play any music within existing facilities;

- G. Wear shirts with sleeves, wear shoes, and refrain from wearing immodest, offensive, or obnoxious clothing, while on the Project Site;
- H. Do not bring weapons on the Project Site;
- I. Do not interact with students on the Project Site.
- J. Site Entry: All visitors and CONTRACTORS are required without exception to check in, receive a badge and check out before leaving with the front office or make entries in a Daily Site Log (no exceptions), which information will be included in the Daily Site Log.

SECTION 2 THE CONTRACT DOCUMENTS

2.1 INTENT AND INTERPRETATION

2.1.1 The Contract Documents are complementary, and what is required by any one shall be as binding as if required by all. In the event that the terms, provisions, conditions, specifications, or requirements contained in one contract document should conflict with those contained in another contract document, then such conflict shall be resolved in accordance with the following order of precedence:

- A. OWNER-CONTRACTOR Agreement
- B. Supplemental General Conditions and General Conditions of the Contract
- C. Change Orders
- D. Addenda to Specifications
- E. Addenda to Drawings
- F. Specifications
- G. Drawings
- H. CCSD CONTRACTORS Policy and Procedures
- I. CCSD Communications Systems Construction Standards

In the event of an inconsistency between or within any of the Contract Documents or between any of the applicable codes, the better quality or greater quantity of work shall be provided, at no additional cost to the OWNER.

- 2.1.2 Specifications shall take precedence over notes on drawings. Large scale drawings shall take precedence over smaller scale drawings.
- 2.1.3 The Contract Documents are intended to include and require all items which are necessary for the proper execution and completion of the Work.
- 2.1.4 Interpretations of the Drawings and Specifications and their intent, which are necessary to the proper execution and completion of the Work will be made by the Architect. Words which have well known technical or trade meanings are to be interpreted in accordance with such recognized meanings.
- 2.1.5 The organization of the Specifications into divisions and sections, and the arrangement of the Drawings, shall not be construed to establish controls or limitations on the CONTRACTOR with regard to dividing the Work among Subcontractors, or in establishing the extent of work to be performed by any specific trade.

2.2 EXISTING CONDITIONS

- 2.2.1 It is the CONTRACTOR's responsibility to ascertain any existing conditions that may affect the cost of the proposed Work which could have been discovered by reasonable examination of the site. Reasonable examination shall not be construed to mean any sort of examination that requires the physical removal of any permanent improvement or physical barrier or the excavation or testing of any existing soil.
- 2.2.2 No additional costs shall be allowed to the CONTRACTOR for existing conditions which

could have been discovered by reasonable examination of the site. Reasonable examination shall not be construed to mean any sort of examination that requires the physical removal of any permanent improvement or physical barrier or the excavation or testing of any existing soil.

2.2.3 Existing improvements visible at the job site, for which no specific disposition is made in the Contract Documents, but which could reasonably be assumed to interfere with the satisfactory completion of the Work, shall be removed and disposed of by the CONTRACTOR at no additional cost to the OWNER, after written notification is given to the OWNER.

2.2.4 The geotechnical report issued with the Contract Documents is provided for the CONTRACTOR's information and is not a Contract Document. The OWNER does not guarantee the accuracy or completeness of the report and shall not be liable for any additional work or cost arising out of conclusions reached by the CONTRACTOR based upon the geotechnical report. The CONTRACTOR assumes all responsibility for any conclusions reached by the CONTRACTOR based on the geotechnical report.

2.3 REQUESTS FOR INFORMATION (RFI)

2.3.1 The CONTRACTOR shall, upon discovering any discrepancy, conflict, or inconsistency in the Contract Documents, immediately submit a Request for Information (RFI) to the Architect. The Architect, upon receipt of any such request, will promptly investigate the circumstances and give appropriate instructions to the CONTRACTOR, but will take such action only after consultation with the OWNER. Until such written instructions are given, any work done by the CONTRACTOR, either directly or indirectly relating to such discrepancy, conflict, or inconsistency will be at its own risk, and the CONTRACTOR shall bear all costs arising therefrom. The CONTRACTOR shall maintain a sequential log of all RFI's.

2.3.2 No work shall be performed by the CONTRACTOR without adequate drawings or specifications, or that is in conflict with or contrary to the Contract Documents. The CONTRACTOR shall immediately report to the OWNER and the Architect any discrepancy, conflict, or inconsistency that the CONTRACTOR may discover, or should have discovered, in the Contract Documents. If the CONTRACTOR performs any work contrary to the Contract Documents, the CONTRACTOR shall be solely responsible and shall bear all costs attributable thereto.

2.3.3 Requests for Information shall be limited to one specific issue or group of related issues and shall not address multiple issues. The Architect will review and respond to RFI's within five (5) working days from the date that the RFI is received by the Architect. RFI's shall be issued by the CONTRACTOR to the Architect in a reasonable and orderly sequence such that they are not unreasonably grouped together and then delivered to the Architect.

2.4 SUBMITTALS AND SHOP DRAWINGS

2.4.1 The CONTRACTOR shall review, stamp with its approval, and submit to the Architect with reasonable promptness and in an orderly sequence so as to cause no delay in the Work, all submittals and/or shop drawings required by the Contract Documents or subsequently required by the Architect.

2.4.2 The CONTRACTOR's submittals shall provide specific written notice of any deviation from the requirements of the Contract Documents. Failure to specifically identify such deviations shall be adequate grounds for withdrawing or voiding approval of the submittal. The CONTRACTOR shall be responsible for all costs or delays associated with purchase and installation of any work that deviates from the requirements of the Contract Documents.

2.4.3 The CONTRACTOR shall issue all major submittals to the Architect in a reasonable and orderly sequence.

2.4.4 Submittals shall be properly identified as specified, or as the Architect may require. By approving and issuing submittals, the CONTRACTOR thereby represents that he has determined and has verified all field measurements, field construction criteria, materials, catalog numbers

and similar data, and that he has checked and coordinated each submittal with the requirements of the Contract Documents.

- 2.4.5 The Architect will review submittals within seven (7) days from the date that they are received for conformance with the Contract Documents. The review of a separate item shall not indicate approval of an assembly in which the item functions.
- 2.4.6 When a specific manufacturer and model of equipment is scheduled on the drawings and/or in the specifications, and a second or third acceptable manufacturer is also listed in the specifications, it shall be the responsibility of the CONTRACTOR to confirm with the equipment supplier and equipment manufacturer, prior to bidding, that the alternative manufacturer is providing pricing for equipment that is equipped with features and capabilities that are equal to the scheduled and specified item of equipment. The acceptability of an equipment submittal shall be subject to the equipment supplier and manufacturer providing evidence satisfactory to the OWNER and the Architect that the submitted equipment is, in fact, equal to the scheduled and specified equipment.
- 2.4.7 The review and approval of submittals by the Architect shall not relieve the CONTRACTOR of responsibility for any deviation from the requirements of the Contract Documents, nor shall review by the Architect relieve the CONTRACTOR from responsibility for errors or omissions in the submittals.
- 2.4.8 The CONTRACTOR shall correct submittals as required by the Architect and shall resubmit the required number of corrected copies of submittals until the Architect indicates that no further re-submittals are required. The CONTRACTOR shall identify in writing all revisions made, in addition to identifying the corrections requested by the Architect on previous submittals.
- 2.4.9 The number of submittals provided, reviewed, and approved shall include seven (7) sets for use by the OWNER.
- 2.4.10 None of the Work requiring submittals or shop drawings shall commence until the associated submittals have been reviewed and approved by the Architect.

2.5 SUBSTITUTIONS

- 2.5.1 All bids and the Work shall be based on the products specified in the drawings and specifications. The characteristics of the specified products have been utilized in the design of the Project and in the preparation of the Drawings and Specifications, and as such establish minimum standards of function, dimension, appearance, and quality necessary for the Project. Equivalent products of other manufacturers may be acceptable, if, in the judgment of the OWNER and the Architect, they meet the standards of the Contract Documents.
- 2.5.2 The CONTRACTOR shall submit any requests for substitutions in writing to the OWNER and the Architect within the time specified in Section 2.5.3. Submittals and shop drawings do not constitute a request for substitution. Products not specified or accepted in writing as equivalent to those specified shall not be installed. The CONTRACTOR shall be responsible for all costs associated with removal and replacement should the CONTRACTOR proceed with installation of any substituted product without specifically identifying the substitution and obtaining written approval of the substituted product.
- 2.5.3 Requests for substitutions must be submitted to the OWNER and the Architect within thirty (30) days after the Notice to Proceed date. Thereafter, substitutions will be considered only in cases of documented product unavailability or other conditions beyond the control and without the fault of the CONTRACTOR, or in special circumstances when allowed by the OWNER and the Architect.
- 2.5.4 The burden of proof of substituted product equality rests with the CONTRACTOR. Final approval of all substituted products shall be contingent on acceptance of the associated submittals and/or shop drawings, compliance with the Contract Documents, and acceptable installation.

Approval to utilize a substituted product does not relieve the CONTRACTOR of its responsibility to meet the requirements of the Contract Documents.

2.6 AS-BUILT DRAWINGS

2.6.1 The CONTRACTOR shall provide and maintain at the Project site one copy of all Contract Documents, in good order and marked to show clearly all changes and as-built conditions. The CONTRACTOR and its Subcontractors shall indicate daily on these documents all as-built conditions and revisions due to substitutions, field changes, and Change Orders. The location of all concealed piping, conduit, fixtures, pull-boxes, and other similar installations, shall be clearly identified on these documents. Upon completion or termination of the Project, this set of documents shall be delivered to the Architect for utilization in preparation of the record drawings. These drawings shall be available to OWNER for inspection at any time.

2.6.2 Changes:

CONTRACTOR shall add to the Drawings and Specifications all information contained in Answers to Questions, Contract Clarifications, Contract Changes, and approved revised or amended Technical Submittals.

2.6.3 Progress payments may be reduced or withheld by the OWNER in the event that as-built drawings are not kept current.

2.7 INTENTIONALLY NOT USED

2.8 CHANGES IN THE WORK

2.8.1 A Change Order is an amendment to the OWNER-CONTRACTOR Agreement and is a written order to the CONTRACTOR signed by the OWNER and the CONTRACTOR, issued after the execution of the Contract, authorizing a change in the Work and/or an adjustment in the Contract Sum or the Contract Time.

2.8.2 The OWNER and the Architect have the authority to order minor changes in the Work which do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Such changes shall be binding on the CONTRACTOR.

2.8.3 The CONTRACTOR shall not proceed with changes to the Work without a Change Order or a Construction Change Directive. If the CONTRACTOR proceeds with changes to the Work without proper written approval, The CONTRACTOR does so at its own risk.

2.8.4 Should any event or circumstance occur that the CONTRACTOR believes may constitute a change in the Work entitling the CONTRACTOR to an adjustment to the Contract Sum or the Contract Time, the CONTRACTOR shall issue written notice and a request for a Change Order to the OWNER within seven (7) days of the occurrence of such event or circumstance. Such written notice shall be issued by the CONTRACTOR for any event or circumstance that the CONTRACTOR knows, or should have known, to have a potential impact on the Work. The request shall describe in detail the related causes and any potential impact to the Work. The CONTRACTOR shall also identify any anticipated adjustment to the Contract Sum and/or to the Contract Time as a result of such impact. Failure to submit such written notice and a request within the time stipulated and with the information required by this Section shall constitute a waiver by the CONTRACTOR of the right to a Change Order.

2.8.5 The cost or credit to the OWNER resulting from a change in the Work shall be determined in one or more of the following ways:

A. By **unit prices** stated in the Contract Documents or as subsequently agreed upon.

B. By a **lump sum** proposal, which is mutually accepted, is properly itemized, and includes the following:

1. Labor, including benefits, payroll taxes, and workers compensation insurance.

2. Materials entering permanently into the Work, including sales tax.
 3. Costs for equipment utilized to perform the Change Order work.
- C. By a **not-to-exceed maximum cost**, which is based on the actual cost of time and materials, properly itemized and verified, and includes the following:
1. Labor, including benefits, payroll taxes, and workers compensation insurance.
 2. Materials entering permanently into the Work, including sales tax.
 3. Costs for equipment utilized to perform the Change Order work.

2.8.6 The costs for changes in the Work may be increased to include taxes (if applicable), insurance, bonding, and a fixed mark-up for Subcontractor profit and overhead, CONTRACTOR profit and overhead on Subcontractor work, and profit and overhead on work done by the CONTRACTOR's own forces. This fixed mark-up shall not exceed the amounts stipulated below for a single Change Order item, or for any group of related items, and shall be full compensation for the cost of overhead and profit related to the Change Order. CONTRACTOR shall not be entitled to additional costs for supervision or field office personnel due to a change, unless that change includes additional time. In that case, the CONTRACTOR shall be allowed to calculate costs for supervision and field office personnel who are directly attributable to the change. Administration or preparation costs shall not be allowed, and no other costs or expenses are agreed to unless otherwise agreed to in writing.

CHANGE ORDER MARK-UP SCHEDULE	
Additive Changes (for the entity performing the Work):	
Total Cost of Change	Allowable Fee
+\$0.01 to +\$9,999.99	15% of the Total Cost
+\$10,000.00 and above	10% of the Total Cost
Additive Changes (CONTRACTOR Markup) Subcontractors Work:	
Total Cost of Change	Allowable Fee
+\$0.01 to +\$9,999.99	15% of the Total Cost
+\$10,000.00 and above	10% of the Total Cost
Deductive Changes:	
Total Credit Cost of Change	Credit Fee to be Applied
Any amount	5% of the Total Credit Cost (Deductive)
<p><u>Example Deductive Change:</u> Assume <\$5000.00> to be credited. The CONTRACTOR must include a 5% credit for profit and overhead; i.e., \$5,000.00 x 0.05 = <\$5,250.00> total credit to the Contract.</p>	

- 2.8.7 Execution of a Change Order shall be considered complete and final adjustment of the Contract Sum and the Contract Time and represents complete and final resolution of all matters related to, or arising out of, the Change Order. The CONTRACTOR may not reserve the right to make further claims with regard to any executed Change Order. Any attempt by the CONTRACTOR to reserve such a right shall be considered invalid and unenforceable.
- 2.8.8 All requests for changes in the Work shall be submitted to the OWNER and the Architect in sufficient detail to allow a complete analysis of all proposed 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, including fringe benefits, shall be in conformance with the applicable prevailing wage rates for this Project.
- 2.8.9 The CONTRACTOR shall, upon request by the OWNER or the Architect, submit detailed rationale and justification for labor rates utilized in Change Order work.
- 2.8.10 The CONTRACTOR and the OWNER mutually agree that the OWNER shall have the right to issue one or more Change Orders at or near the end of the Project, requiring work to be performed

after the expiration of the Contract Time, without the assessment of liquidated damages to the CONTRACTOR; however, the allowance made for the completion of such incidentals will not negate or affect the Owner's right to assess any liquidated damages that the Owner may be entitled to as a result in the delays of the project in its entirety by fault of the CONTRACTOR. The scope of such Change Orders shall be limited to work that is deemed by the OWNER to be incidental in nature and necessary to allow for proper completion of the Project.

2.9 CONSTRUCTION CHANGE DIRECTIVES

2.9.1 A Construction Change Directive is a written directive to the CONTRACTOR, signed by the OWNER and the Architect, which shall serve as formal and binding direction for the CONTRACTOR to proceed with a defined change in the Work. The directive may be implemented when deemed necessary as an interim action until a Change Order can be formally assessed and executed. Upon receipt of a Construction Change Directive, the CONTRACTOR shall promptly proceed with the directed changes.

2.9.2 The OWNER, without invalidating the Contract, may order changes in the Work utilizing a Construction Change Directive with the Contract Sum and/or the Contract Time being adjusted as deemed appropriate. The CONTRACTOR shall comply with the provisions of Section 2.8.4 in the event that the CONTRACTOR believes that a Construction Change Directive has a potential impact on the Contract Time or the Contract Sum.

2.10 CONTRACTOR'S USE OF CONTRACT DOCUMENTS

2.10.1 Copies of the Contract Documents which are reasonably necessary for the proper execution, progress, and satisfactory completion of the Work shall be provided to the CONTRACTOR by the OWNER. Copies so furnished are not to be used by the CONTRACTOR on any other project, and with the exception of one set for the CONTRACTOR's records, are to be returned to the OWNER at the completion or termination of the Work.

SECTION 3 THE CONTRACT

3.1 GENERAL

3.1.1 The Contract Documents form the Contract for construction. The Contract represents the entire and integrated agreement between the OWNER and the CONTRACTOR and supersedes all prior negotiations, representations or agreements, either written or oral.

3.1.2 The Contract shall not be binding on either the OWNER or the CONTRACTOR until the OWNER-CONTRACTOR Agreement and the Performance and Payment Bonds have been properly executed and submitted, and the OWNER-CONTRACTOR Agreement has been approved and signed by the OWNER or by the OWNER's designated representative.

3.1.3 Execution of the OWNER-CONTRACTOR Agreement shall constitute the CONTRACTOR's representation that it has carefully examined the contents of all Contract Documents, that it has read and understands the same, and specifically agrees to be bound thereby. Additionally, execution of the OWNER-CONTRACTOR Agreement by the CONTRACTOR shall represent that it has inspected the site, familiarized itself with all local conditions, laws, and regulations under which the Work is to be performed and has correlated this knowledge with the requirements of the Contract Documents.

3.1.4 The Contract Documents shall not be construed to create a contractual relationship of any kind between the Architect and the CONTRACTOR; between the OWNER and a Subcontractor; or, between any persons or entities other than the OWNER and the CONTRACTOR. The Architect shall, however, have authority to act on behalf of the OWNER, to the extent provided in the Contract Documents.

3.1.5 The laws of the State of Nevada and the applicable rules and regulations of the Carson City

School District shall govern the Project and the Work. Each and every provision of law and clause required by law to be inserted in the Contract shall be deemed to be inserted therein, and the Contract shall be read and enforced as though such provision were included therein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be physically amended to make such insertion or correction.

- 3.1.6 The Contract Sum is the sum stated in the OWNER-CONTRACTOR Agreement and is the total dollar amount payable by the OWNER to the CONTRACTOR for the complete and approved performance of the Work in strict conformance with the Contract Documents.

3.2 CONTRACT TIME

- 3.2.1 The Contract Time is the period of time, in calendar days, allotted in the Contract Documents for the completion of the Work. A Calendar Day shall be understood to be any day of the year, including weekends and holidays.
- 3.2.2 The date of commencement of the Work is the date established in the Notice to Proceed letter issued by the OWNER.
- 3.2.3 The CONTRACTOR shall begin the Work on the starting date established in the Notice to Proceed letter. He shall perform the Work expeditiously with adequate forces and shall complete the Work within the Contract Time.
- 3.2.4 Unless otherwise agreed upon, normal working days are considered to be Monday through Friday, excluding Carson City School District holidays, between the hours of 7:00 a.m. and 5:00 p.m., or per Carson Ordinance. The CONTRACTOR shall submit to the OWNER its proposed working schedule for approval before commencing Work. **If the CONTRACTOR desires to work on any weekend day, Carson City School District holiday, or during any other hours of the day it shall request and obtain the OWNER's written approval at least five (5) days in advance of the requested deviation.**
- 3.2.5 It is expressly understood and agreed that the Contract Time is a reasonable and acceptable time for completion of the Work considering the requirements of the Contract Documents, the type and scope of the Project, and the usual industrial and labor conditions prevailing in the locality of the Project.
- 3.2.6 It is expressly understood and agreed that the Contract Time includes adequate time to allow for usual weather delays considering the climatic conditions in the area of the Project. No adjustments to the Contract Time will be allowed on the account of usual weather. The CONTRACTOR shall include adequate float or other allowance in its construction schedule to accommodate weather conditions that may be associated with weather dependent work. An extension to the Contract Time will be considered only in a case where an abnormal or unusual weather delay has directly affected the critical path identified in the approved construction schedule.
- 3.2.7 The Contract Sum is based on the Contract Time specified in the OWNER-CONTRACTOR Agreement and shall not be based on an early completion schedule. No additional compensation shall be granted to the CONTRACTOR for delays to an early completion schedule and any such claim is hereby waived.

3.3 CONTRACT TIME EXTENSIONS

- 3.3.1 An extension in the Contract Time for a delay will be allowed only in the case that a full normal working day is lost. Delays will not be allowed for lost partial days or for lost non-working days.
- 3.3.2 All requests by the CONTRACTOR for extensions of the Contract Time due to delays to the Work shall be made in writing to the OWNER and the Architect within seven (7) calendar days after the start of the delay. Each request shall describe in detail the event or events causing the

delay, any related causes, and any impact to the Work. Failure to submit such requests within the stipulated time and with the information required by this paragraph shall constitute a waiver by the CONTRACTOR of its right to an extension of the Contract Time based upon this event or issue.

- 3.3.3 If the CONTRACTOR is delayed at any time in the progress of the Work by any act or neglect of the OWNER or the Architect, or by any employee of either, by any separate contractor employed by the OWNER, or by circumstances that are agreed to be beyond the control and without the fault of the CONTRACTOR and its Subcontractors and suppliers, the Contract Time may be extended by Change Order for such reasonable time as the OWNER may determine.
- 3.3.4 The CONTRACTOR shall not claim or be entitled to any compensation or damages from the OWNER because of delay caused by persons other than the OWNER, or the OWNER's agents and employees, and any entitlement thereto is hereby waived. The CONTRACTOR agrees that its sole remedy in the event of a delay caused directly by the OWNER, or by the OWNER's agents and employees, shall be an extension of Contract Time, except where the delay unreasonably interferes with the CONTRACTOR's ability to complete the Work within the Contract Time, and:
- A. Is so unreasonable in length as to amount to an abandonment of the Work, or
 - B. Is caused by fraud, misrepresentation, concealment, or other bad faith by the OWNER, or
 - C. Is caused by active interference by the OWNER, or
 - D. Is caused by a decision made by the OWNER to add significant scope or duration to the Work.

The CONTRACTOR must submit any request for an extension of Contract Time in strict conformance with Subsection 3.3.2.

- 3.3.5 Should the CONTRACTOR request and be allowed cumulative time extensions which cause the Contract Time to end on a non-working day (on a weekend day or a holiday), the non-working day(s) may, at the OWNER's discretion, be added to the Contract Time such that the Contract Time ends on a working day.
- 3.3.6 Extensions to the Contract Time will only be allowed for delays that affect the critical path for completion of the entire Work as identified in the approved construction schedule.
- 3.3.7 Extensions to the Contract Time will not be allowed for delays which could have been avoided by the exercise of care, prudence, foresight, and/or diligence by the CONTRACTOR, or for delays resulting from correction of work rejected as defective or as failing to conform to the Contract Documents.

3.4 SUBSTANTIAL COMPLETION

- 3.4.1 Substantial Completion is the stage in the progress of the Work, or a designated portion thereof, when construction is sufficiently complete in accordance with the Contract Documents, so that the OWNER can occupy and/or utilize the Work (or portion thereof) for its intended use. The Work will not be considered substantially complete if any of the following conditions exist:
- A. Any of the Work is incomplete or defective (including work identified in the final punch list) which, in the opinion of the OWNER, would prevent or interfere with occupancy and/or full use of the facility.
 - B. The Project's mechanical systems have not been tested, balanced, and accepted as being fully complete (including commissioning when applicable).
 - C. The Project's electrical and life safety systems have not been tested and accepted as being fully complete (including commissioning when applicable).
 - D. A Certificate of Occupancy has not been issued by the Carson City Building Official (either a Temporary/Conditional or a Final/Unconditional Certificate of Occupancy).
 - E. Final clean-up is not complete.

- 3.4.2 The following procedure shall be used in establishing Substantial Completion of the Work, unless otherwise agreed to in writing:
- A. When the CONTRACTOR determines that the Work, or a portion thereof, which the OWNER agrees to accept separately, is substantially complete, the CONTRACTOR shall submit written notice thereof to the OWNER and the Architect, and shall include a punch list of all items which remain to be completed or corrected. Failure to include any items on the list does not alter the CONTRACTOR's responsibility to complete all of the Work in accordance with the Contract Documents.
 - B. Inspections for Substantial Completion may be requested by the CONTRACTOR only after the status of completion has been reviewed and assessed by the OWNER and the Architect. Upon such review the OWNER and/or the Architect will issue a list of any observed deficiencies that affect the issuance of a Certificate of Substantial Completion.
 - C. If the OWNER and the Architect, on the basis of an on-site inspection, agree that the Work is substantially complete, the Architect may provide the CONTRACTOR with a list of additional corrective items which shall be added to the CONTRACTOR's and the OWNER's Inspector's punch lists.
 - D. If the OWNER and the Architect, on the basis of an on-site inspection, determine that the Work is not substantially complete, the Architect will notify the CONTRACTOR in writing, and will provide a list of observed deficiencies. The CONTRACTOR shall remedy the deficiencies and submit another written request for Substantial Completion.
 - E. When the OWNER and the Architect determine that the Work is substantially complete, the OWNER will prepare a Certificate of Substantial Completion, which shall establish the date of Substantial Completion, state the responsibilities of the OWNER and the CONTRACTOR for maintenance, heat, utilities, and insurance, and fix the time within which the CONTRACTOR shall complete the punch list items that are attached to the Certificate of Substantial Completion.
 - F. The Certificate of Substantial Completion, when signed by the OWNER and the CONTRACTOR, shall serve to document the CONTRACTOR's acceptance of the responsibilities assigned to him in such Certificate.
- 3.4.3 No payment, nor any use or occupancy of the Project, or any portion thereof, by the OWNER, shall constitute acceptance of any work that is not completed in accordance with the Contract Documents, nor shall it relieve the CONTRACTOR of full responsibility for correcting defective work or materials found at any time prior to completion of the entire Project or during the warranty period.

3.5 FINAL COMPLETION

- 3.5.1 When the CONTRACTOR considers the Work fully completed, it shall submit written notice to the OWNER and the Architect confirming all of the following:
- A. The Work has been fully completed in accordance with the Contract Documents and is ready for final inspection.
 - B. All punch list items have been corrected or completed.
 - C. All equipment and systems have been tested, adjusted, and balanced and are fully operational.
 - D. All training required by the Contract Documents has been provided.
 - E. All operation and maintenance manuals and as-built drawings have been submitted to the Architect in accordance with the Contract Documents and have been accepted as being complete.
 - F. All surety releases required by the Contract Documents have been submitted to the OWNER.
- 3.5.2 The Architect and OWNER will perform a final inspection of the Work. If the Work is found

to be incomplete or defective, the CONTRACTOR will be notified in writing and provided with a list of observed deficiencies. The OWNER may withhold such payment as deemed appropriate to ensure the correction of the deficiencies. Should the CONTRACTOR fail to promptly correct the deficiencies noted in the final punch list, the OWNER may, upon seven (7) day written notice to the CONTRACTOR, hire another CONTRACTOR to correct such deficiencies, notify the CONTRACTOR's Surety, and/or otherwise complete or correct the listed deficiencies, at the CONTRACTOR's expense.

- 3.5.3 When the Work and all requirements of the Contract Documents are fully and satisfactorily completed, the OWNER will pay to the CONTRACTOR a final payment consisting of the remaining unpaid balance of the Contract Sum due the CONTRACTOR in accordance with a proper pay request. The acceptance of the final payment by the CONTRACTOR shall constitute a full and final release and waiver of all CONTRACTOR claims and rights of claim against the OWNER relating or pertaining to the Work.

3.6 WARRANTY REQUIREMENTS

- 3.6.1 The CONTRACTOR and its Surety shall unconditionally guarantee all workmanship and materials incorporated in the Work to be and remain free of defects for a period of one (1) year from the date of the Certificate of Substantial Completion, or for such longer periods as stipulated in the Contract Documents.
- 3.6.2 When the Work, or a portion thereof, is accepted as being substantially complete, the warranty period will commence on the date of the Certificate of Substantial Completion for the completed portion of the Work.
- 3.6.3 The CONTRACTOR shall perform all service and maintenance on any equipment that is operated prior to the date of the Certificate of Substantial Completion. Such service and maintenance shall be performed in accordance with the equipment manufacturer's written instructions, and as required to maintain the equipment warranty.
- 3.6.4 Within the one (1) year warranty period, and for such longer periods as specified in the Contract Documents, the CONTRACTOR and/or its Surety shall promptly remedy any defects in the Work, and pay for any damage to other work resulting therefrom. The OWNER shall promptly notify the CONTRACTOR in writing of any observed defects. The CONTRACTOR shall ensure that the corrective work is commenced within seven (7) days of such notice and completed in an expeditious and timely manner.
- 3.6.5 The obligations of the CONTRACTOR herein shall be in addition to and not in limitation of any obligation imposed by law.
- 3.6.6 Prior to the end of the one year warranty period (approximately eleven (11) months after the date of the Certificate of Substantial Completion, on a date scheduled by the OWNER) the CONTRACTOR and all requested Subcontractors shall attend a warranty inspection. The CONTRACTOR shall take immediate action to remedy, at no cost to the OWNER, all warranty items identified during the warranty inspection.

3.7 LIQUIDATED DAMAGES

- 3.7.1 It is hereby mutually understood and agreed, by and between the CONTRACTOR and the OWNER, that the Contract Time, as specified in the Contract, is an essential condition of the Contract. It is further mutually understood and agreed that both the Work and the Contract Time shall commence on the starting date established in the Notice to Proceed letter.
- 3.7.2 The CONTRACTOR agrees that all of the Work shall be prosecuted regularly, diligently, and without interruption at a rate of progress that will ensure completion of the Work within the Contract Time.
- 3.7.3 If the CONTRACTOR shall neglect, fail, or refuse to achieve Substantial Completion of the Work

within the Contract Time, then the CONTRACTOR and its Surety do hereby agree, as part of the consideration for the Contract, to pay to the OWNER, not as a penalty, but as liquidated damages, the amount of money specified in the OWNER-CONTRACTOR Agreement for each and every excess calendar day that is required to achieve Substantial Completion of the Work. The specified liquidated damages shall be the OWNER's sole and exclusive remedy for excess calendar days. The CONTRACTOR agrees to and hereby waives any defense as to the validity or enforceability of any liquidated damages payable by the CONTRACTOR under the Contract on the grounds that such damages are a penalty or that such damages are disproportionate to the actual damages sustained by the OWNER.

- 3.7.4 The CONTRACTOR and the OWNER mutually agree that in the event of a delay the actual damages to be suffered by the OWNER are difficult to determine and accurately quantify. Accordingly, the CONTRACTOR, its Surety, and the OWNER agree that the amount specified in the OWNER-CONTRACTOR Agreement for liquidated damages is the appropriate and best estimate of the damages that would actually be incurred by the OWNER should the Work not be completed within the Contract Time.
- 3.7.5 Should the remaining balance of the Contract Sum be insufficient to cover the specified liquidated damages due the OWNER, then the OWNER shall have the right to recover such damages from the CONTRACTOR and/or its Surety.
- 3.7.6 Liquidated damages shall cease to be assessed on the date that Substantial Completion is achieved provided the CONTRACTOR completes all punch list work within the time limit stipulated in the Certificate of Substantial Completion. If the CONTRACTOR does not complete all of the punch list work within the time limit stipulated in the Certificate of Substantial Completion, the assessment of liquidated damages shall resume on the date that the stipulated time limit expires and shall continue until all such punch list work is completed.

3.8 CLAIMS FOR DAMAGES

- 3.8.1 Should either party to the Contract suffer injury or damage to person or property because of any act or omission of the other party or of any of its employees, agents, or others for whose acts it is legally liable, claim shall be made in writing to such other party within seven (7) days after the first knowledge of such injury or damage.
- 3.8.2 Any costs to the OWNER caused by defective or ill-timed work performed by the CONTRACTOR shall be paid by the CONTRACTOR.
- 3.8.3 Except for damages mutually agreed upon by the OWNER and the CONTRACTOR as liquidated damages in accordance with Section 3.7 and excluding losses covered by insurance that is required by the Contract; the OWNER and the CONTRACTOR agree to mutually waive all claims against each other for any consequential damages suffered or incurred by the other party that arise from or relate to the Contract, including, without limitation, rental expenses or other damages resulting from a loss of use or availability of the Work, lost income, lost profit, lost financing or opportunity, lost business or reputation, principle office expenses, and loss of management or employee availability, productivity, opportunity, or services.
- 3.8.4 The provisions of this Section (3.8) shall also apply to termination of the Contract and shall survive such termination. The CONTRACTOR shall require similar waivers in all contracts with its Subcontractors and others retained on the Project.

3.9 DISPUTE RESOLUTION

- 3.9.1 Except as provided in Subsection 3.9.1(A) any controversy or claim arising out of or related to the Contract Documents or the Work shall be subject to all provisions of this Section 3.9 (Dispute Resolution) as a condition precedent to the institution of legal or equitable proceedings by either party.

- A. The provisions of Subsections 3.9.1 through 3.9.7 do not apply if the OWNER has given notice to the Surety under Section 3(A) of the Performance Bond. If the OWNER discovers construction defects after the warranty period has expired, the OWNER has the right to immediately a demand for binding arbitration pursuant to Subsection 3.9.8 or alternatively, file a judicial action in a court of competent jurisdictions. When the CONTRACTOR accepts final payment pursuant to Section 7.3 he waives all rights under this Section (3.9), including the filing of binding arbitration, and any right to file a judicial action.
- 3.9.2 Unless otherwise agreed to in writing, the CONTRACTOR shall continue the Work and maintain the construction schedule of the Work during any dispute resolution proceedings. If the CONTRACTOR continues to perform in accordance with the Contract Documents, the OWNER shall continue to make payments in accordance with the Contract Documents.
- 3.9.3 In the event that a claim, dispute, or controversy arises between the parties, which is related to the Contract Documents or the Work, the party asserting the claim, dispute, or controversy must provide written notice (Notice of Dispute) to the other party within thirty (30) days of notice of its occurrence. The written notice shall set forth with specificity the nature of the claim or controversy, the relief sought, any other pertinent matters relating thereto, and shall comply with Section 1.8 (Written Notice) of these General Conditions. Notice from the CONTRACTOR to the OWNER shall be addressed to the Superintendent of Schools (“Superintendent”). The notice and time requirements set forth herein shall not apply to warranty claims or construction defect claims that the OWNER may have against the CONTRACTOR.
- 3.9.4 Upon receipt of a Notice of Dispute, the Superintendent shall within 5 business days direct the Project Manager to engage in good faith direct negotiations with the CONTRACTOR’s principal field personnel, including but not limited to the CONTRACTOR’s Superintendent and Project Manager. If the OWNER initiates the Notice of Dispute, the direct discussions must take place within 5 days of the date of the Notice of Dispute. If the OWNER and CONTRACTOR representatives are not able to reach a resolution, the Superintendent shall immediately inform the CONTRACTOR’s Principal in writing that resolution was not achieved and arrange for a meeting with the CONTRACTOR’s Principal. Upon receipt of such notice, the CONTRACTOR’s Principal must meet with the Superintendent within five (5) business days, or as otherwise agreed to, and engage in good faith negotiations in an effort to reach a resolution
- 3.9.5 If the dispute remains unresolved after thirty (30) days from the date of the initial meeting between the CONTRACTOR’s Principal and the Superintendent, the dispute must be submitted to the Board of Appeals for review (submitted by either the CONTRACTOR or the arbitration as described in Subsection 3.9.6.
- 3.9.6 Within thirty-five (35) days of the initial meeting with the Superintendent pursuant to Subsection 3.9.4, the CONTRACTOR may serve a written notice requesting arbitration. The Request for Arbitration must set forth the basis for the request and may be accompanied by copies of supporting documents. A Request for Arbitration must be addressed to the Superintendent. In the event that the CONTRACTOR does not file the request, the Superintendent must do so within forty (40) days of the initial meeting (should the dispute remain unresolved at that time). A Request for Arbitration from the Superintendent must be addressed to the CONTRACTOR. Thereupon, the parties shall meet within five (5) business days to select an arbitrator. If the parties are unable to agree upon an arbitrator, the arbitrator shall be appointed by the presiding judge of the First Judicial District Court of the State of Nevada, in and for Carson City. The arbitration shall be conducted pursuant to the Nevada Arbitration Rule, NRS Chapter 38. Unless otherwise agreed by the parties in writing, the decision of the arbitrator shall be final and binding, reversible only for the fraud or manifest error of law in reaching a decision. The arbitrator shall have authority to award attorneys’ fees and costs to the prevailing party. Until and unless such award is made, the parties shall share equally the fees and costs of the arbitrator. The arbitrator shall set

the matter for hearing within sixty (60) days of appointment, and a decision must be made within thirty (30) days thereafter. The decision shall be a reasoned decision, in writing.

3.10 TERMINATION BY THE CONTRACTOR

3.10.1 The CONTRACTOR may, upon seven (7) days written notice, terminate the Contract after the Work is stopped for a period of sixty (60) consecutive calendar days through no act or fault of the CONTRACTOR, of a Subcontractor, or their employees or agents; or due to issuance of a court order or other order from a public authority having jurisdiction.

3.10.2 If the CONTRACTOR terminates the Contract under the terms of the previous paragraph, it may recover from the OWNER payment for work completed and approved, including reasonable overhead, profit, and termination costs. The CONTRACTOR will not be entitled to overhead and profit on any unperformed work.

3.11 TERMINATION BY THE OWNER

3.11.1 If any one of the following occurs, then the OWNER may, without prejudice to any other right or remedy, and after giving the CONTRACTOR and its Surety seven (7) days written notice, terminate the contract with the CONTRACTOR.

A. The CONTRACTOR is adjudged bankrupt.

B. The CONTRACTOR makes a general assignment for the benefit of its creditors.

C. A receiver is appointed on account of the CONTRACTOR's insolvency.

D. The CONTRACTOR persistently or repeatedly refuses or fails to supply an adequate number of properly skilled workers, proper supervision, or proper materials.

E. The CONTRACTOR fails to make prompt payment to Subcontractors or to materials suppliers for materials or labor.

F. The CONTRACTOR disregards any law, ordinance, rule, regulation, or order of any public authority having jurisdiction.

G. The CONTRACTOR otherwise breaches the Contract.

3.11.2 Upon termination by the OWNER, the OWNER may take possession of the site and of all materials, equipment, tools, and machinery thereon owned by the CONTRACTOR and may finish the Work utilizing whatever means and methods the OWNER deems appropriate.

A. Should the OWNER terminate the Contract for any of the aforementioned reasons, the CONTRACTOR shall not be entitled to receive any further payment until the entire Work is fully complete and the actual amount due the CONTRACTOR can be properly determined.

B. If the unpaid balance of the Contract Sum exceeds the costs of finishing the Work, including compensation for any additional professional services, such excess shall be paid to the CONTRACTOR. If such costs exceed the unpaid balance, the CONTRACTOR or its Surety shall promptly pay the difference to the OWNER.

3.11.3 The OWNER expressly reserves the right to terminate the Contract at any time due to a national emergency, court injunction, or for any reason determined to be in the best interest of the OWNER by giving the CONTRACTOR and its Surety seven (7) days written notice. The CONTRACTOR shall be paid for work completed and approved, including reasonable overhead, profit, and termination costs. The CONTRACTOR will not be entitled to overhead and profit on any unperformed work.

3.12 SEPARATE CONTRACTS

3.12.1 The OWNER reserves the right to award other separate contracts in connection with other portions of the Project.

- 3.12.2 The CONTRACTOR shall afford the OWNER's separate CONTRACTORS reasonable opportunity for the introduction and storage of their materials and equipment and the execution of their work, and shall properly interface and coordinate its work with theirs.
- 3.12.3 If any part of the CONTRACTOR's work depends on the proper execution of the work of any separate CONTRACTOR, the CONTRACTOR shall inspect and promptly report to the OWNER and the Architect in writing any discrepancies or defects in such other work. Failure of the CONTRACTOR to so inspect and report shall constitute an acceptance of the separate CONTRACTOR's work as fit and proper to receive its work, except as to defects which are not apparent or observed by the CONTRACTOR and which may develop in the other separate CONTRACTOR's work after the execution of the CONTRACTOR's work.
- 3.12.4 The CONTRACTOR shall do all cutting, fitting, and patching of the Work that may be required to accommodate and incorporate the work of any separate CONTRACTOR, as shown upon or as reasonably implied by the Contract Documents. The CONTRACTOR shall not endanger or alter the work of any separate CONTRACTOR.
- 3.12.5 Should the CONTRACTOR cause damage to the work or property of any separate CONTRACTOR on the Project, the CONTRACTOR shall, upon written notice, settle with the separate CONTRACTOR. If any separate CONTRACTOR asserts any claim against the OWNER on account of any damage alleged to have been sustained, the OWNER shall notify the CONTRACTOR, who shall indemnify, hold harmless, and defend the OWNER against any such claim.
- 3.12.6 If a dispute arises between the CONTRACTOR and a separate CONTRACTOR as to their responsibility for any costs or damages to the Project, the OWNER may assign and charge such costs or damages to the CONTRACTOR and/or the separate CONTRACTOR as the OWNER, in its sole discretion, determines to be appropriate.

3.13 ASSIGNMENT

- 3.13.1 The CONTRACTOR binds itself and each of its partners, successors, assigns and legal representatives to the OWNER and to the OWNER's partners, successors, assigns and legal representatives in respect to all covenants, agreements, and obligations contained in the Contract Documents. The CONTRACTOR shall not assign or sublet the Contract, in whole or in part, without the written consent of the OWNER, nor shall the CONTRACTOR assign any monies due or to become due to it hereunder, without the prior written consent of the OWNER.

3.14 SEVERABILITY

- 3.14.1 The Contract and the various provisions thereof are severable. Should any part, clause, provisions or terms be declared invalid, ineffective, or unenforceable, the remaining provisions of the Contract shall remain in full legal force and effect.

3.15 INDEMNIFICATION

- 3.15.1 To the fullest extent permitted by law, the CONTRACTOR shall defend, indemnify, and hold harmless the OWNER, the Architect, the Architect's consultants, and the agents and employees of any of them from and against all claims, damages, losses, and expenses, including, but not limited to attorneys' fees arising out of or resulting from performance of the Work, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property (other than the Work itself) caused by the negligent acts or omissions of the CONTRACTOR, a Subcontractor, anyone directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether such claim, damage, loss, or expense is caused in part by a party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this paragraph.
- 3.15.2 Intentionally Omitted.

- 3.15.3 In any and all claims against the OWNER or the Architect or any of their officers, agents, or employees by any employee of the CONTRACTOR, any Subcontractor, anyone directly or indirectly employed by any of them, or anyone for whose acts any of them may be liable, the indemnification obligation hereunder shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any Subcontractor under workers compensation acts, disability benefit acts, or other employee benefit acts.
- 3.15.4 Obligations of the CONTRACTOR hereunder shall not extend to the liability of the Architect, its agents or employees arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs or specifications; or the giving of or the failure to give directions or instructions by the Architect, its agents or employees, provided such giving or failure to give is the primary cause of the injury or damage.
- 3.15.5 Obligations of the CONTRACTOR hereunder shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist pertaining to a party or person described herein. This indemnification obligation shall not be diminished or limited in any way by the limits of insurance required in this Contract or otherwise available to the CONTRACTOR or Subcontractors.
- 3.15.6 All indemnification obligations of the CONTRACTOR shall survive final payment.

3.16 COMPLIANCE WITH NRS SECTION 338.0117

- 3.16.1 The provisions of this Section (3.16) only apply if the CONTRACTOR received the 5% preference in the award of the Contract.
- 3.16.2 CONTRACTOR shall comply with all of the requirements listed herein for the duration of the Project as attested to by the CONTRACTOR in its 'Affidavit of Compliance'. The CONTRACTOR shall submit a report substantiating its successful compliance with each listed requirement prior to submitting its final progress payment application.
- A. At least fifty percent(50%) of all workers collectively employed by the CONTRACTOR, including any of those workers employed by its Subcontractors, will hold a valid driver's license or identification card issued by the Nevada Department of Motor Vehicles; and
 - B. All vehicles used primarily for the Project will be registered and partially apportioned to Nevada pursuant to the International Registration Plan, as adopted by the Department of Motor Vehicles pursuant to NRS Section 706.826; or will be registered in the State of Nevada; and
 - C. The CONTRACTOR and all of its Subcontractors will maintain and make available for inspection within this State all payroll records relating to this Work and related Project.
- 3.16.3 In the event that the CONTRACTOR cannot meet the requirements of Subsection 3.16.2, the CONTRACTOR must provide Written Notice to the OWNER within seven (7) days of the CONTRACTOR's discovery of that fact and include a detailed explanation of why the requirements of Subsection 3.16.2(D) cannot be met.
- 3.16.4 If the CONTRACTOR causes a material breach of the Contract as a result of a failure to comply with the requirements of Subsection 3.16.2, the CONTRACTOR is liable to the OWNER for a penalty in the amount of one percent (1%) of the Contract Sum.
- 3.16.5 All contracts between the CONTRACTOR and a Subcontractor or supplier and each contract between a Subcontractor and a Sub-Subcontractor or supplier must provide that:
- A. If a party to a contract causes a material breach of the Contract between the CONTRACTOR and the OWNER as a result of a failure to comply with the requirements of Subsection 3.16.2, the party is liable to the OWNER for a penalty in the amount of 1% of the cost

of the largest contract to which he or she is a party; and

- B. The right to recover the amount determined pursuant to Subsection 3.16.5(A) by the OWNER may be enforced by the OWNER directly against the party that causes the material breach; and
- C. No other party is liable to the OWNER for a penalty as set forth under Section 3.16.

SECTION 4 THE OWNER

4.1 OWNER'S RESPONSIBILITIES

- 4.1.1 The OWNER will provide general administration of the Contract, including performance of the functions described in this Section (Section 4). Such general administration shall not relieve the CONTRACTOR of complete responsibility for the means and methods of construction and performance of the Work in accordance with the Contract Documents.
- 4.1.2 The OWNER shall furnish site surveys describing the topography and physical characteristics, legal limits, and utility locations for the Project site.
- 4.1.3 Except for permits and fees which are the responsibility of the CONTRACTOR under the Contract Documents, the OWNER shall secure and pay for all costs associated with plan checking, building permits, easements, and utility connection fees for permanent structures or for permanent changes in existing facilities.
- 4.1.4 Information or services under the OWNER's control shall be furnished by the OWNER within a reasonable time to avoid delays in the orderly progress of the Work.
- 4.1.5 Prior to the start of construction, the OWNER shall obtain all land and rights-of-way necessary for the carrying out and completion of the Work.
- 4.1.6 In case of termination of the employment of the Architect, the OWNER shall appoint a replacement whose status under the Contract Documents shall be that of the former Architect.
- 4.1.7 The OWNER will issue the Notice to Proceed and Certificate of Substantial Completion.
- 4.1.8 The foregoing are in addition to other duties, responsibilities, and rights of the OWNER enumerated throughout the Contract Documents.

4.2 OWNER'S AUTHORITY

- 4.2.1 The OWNER and its representatives shall have access to the Work at all times. The CONTRACTOR shall provide proper equipment and facilities for such access and inspection. If any work is required to be tested or approved, the CONTRACTOR shall give the OWNER timely notice of its readiness for inspection. Neither the observations of the OWNER or the Architect in the general administration of the Contract, nor any inspections, tests, or approvals shall relieve the CONTRACTOR from its obligation to perform the Work in accordance with the Contract Documents.
- 4.2.2 Should the OWNER or the Architect determine that the CONTRACTOR has proceeded with work that does not comply with the Contract Documents, the CONTRACTOR shall be required to correct such work at the CONTRACTOR's own expense.
- 4.2.3 The OWNER will not be responsible for the acts or omissions of the CONTRACTOR or any Subcontractor, or any of their agents or employees, or any other persons performing any of the Work.
- 4.2.4 If the CONTRACTOR defaults or neglects to carry out the Work in accordance with the Contract Documents or fails to perform any provision of the Contract, the OWNER may, after seven (7) days written notice to the CONTRACTOR, and without prejudice to any other remedy it may have, make good such deficiencies. In such case, an appropriate Change Order shall be issued deducting from the payments then or thereafter due the CONTRACTOR the cost of

correcting such deficiencies, including the cost of the additional professional services made necessary by such default, neglect, or failure. If the payments then or thereafter due the CONTRACTOR are not sufficient to cover such amount, the CONTRACTOR shall immediately pay the difference to the OWNER.

- 4.2.5 If the CONTRACTOR fails to carry out the Work in accordance with the Contract Documents or fails to correct work which is not in accordance with the Contract Documents, the OWNER, by written notice, may order the CONTRACTOR to stop the Work, or any portion thereof, until the cause for such order has been eliminated. The CONTRACTOR shall not be entitled to any compensation or to any additional time for such work stoppage.

4.3 INSPECTION BY THE OWNER AND BUILDING OFFICIAL

- 4.3.1 The OWNER's Construction Project Manager and the Carson City Building Division's Inspector has authority to enforce compliance with the Contract Documents and to direct the CONTRACTOR to correct non-complying work. The Architect will render interpretations of the Drawings and Specifications as may be necessary to assist the Project Manager with proper assessment of non-complying work.
- 4.3.2 The Project Manager or Carson City Building Division's Inspector may direct the CONTRACTOR to stop any unsafe work, any non-complying work, and/or any work that presents a life-safety concern. The CONTRACTOR shall not be entitled to any compensation or to any additional time for such work stoppage.
- 4.3.3 Once the CONTRACTOR is advised of non-complying work, proceeding with that work or with any related work shall be at the CONTRACTOR's risk and at the CONTRACTOR's expense.
- 4.3.4 The CONTRACTOR shall provide the OWNER's Project Manager or the Carson City Building Division's Inspector with a minimum twenty-four (24) hour written notice of all desired inspections. The CONTRACTOR shall be responsible for scheduling all testing inspections with the professional consultant and/or firm doing any testing work, as well as all inspections required by the Carson City Building Division's Inspector for building permit required inspections.
- 4.3.5 The CONTRACTOR will be charged for extra inspection services when any work requiring inspection is performed during time periods other than the normal workday (i.e., during nights, weekends, and holidays). The charges shall be based on the current rate set forth in the Carson City Building Division Rate Schedule, including any applicable travel and per diem expenses. Charges for extra inspection services outside of normal working hours will be processed as deductive changes to the Contract Sum. The necessity for extra inspection services outside of normal working hours will be determined by the OWNER.
- 4.3.6 The OWNER and its authorized representatives shall be permitted to inspect the Work, materials, payroll records, personnel records, invoices for materials, and other relevant data of the CONTRACTOR and Subcontractors. Such inspection by the OWNER or its authorized representatives shall not be considered a warranty as to the fitness or acceptability of the Work, materials, payrolls, records of personnel, invoices for materials and other relevant data and work, and shall not relieve the CONTRACTOR or its Subcontractors of their obligations or duties required by the Contract Documents.

SECTION 5 THE CONTRACTOR

5.1 GENERAL

- 5.1.1 The CONTRACTOR shall carefully study and compare all parts of the Contract Documents with each other and with all information furnished by the OWNER and shall immediately report any discrepancies, conflicts, or inconsistencies that it discovers in writing to the OWNER and the Architect. The CONTRACTOR shall not be liable to the OWNER and/or the Architect for any damages resulting from discrepancies, conflicts, or inconsistencies in the Contract Documents unless the CONTRACTOR recognized, or should have recognized, such discrepancies, conflicts,

or inconsistencies and failed to report them to the OWNER and the Architect.

- 5.1.2 No mobilization shall commence and no work shall be performed until all required insurance certificates have been provided to the OWNER.
- 5.1.3 If the CONTRACTOR performs any work knowing that it involves a recognized discrepancy, conflict, or inconsistency in the Contract Documents, without specific notice to the OWNER and the Architect, the CONTRACTOR shall assume all responsibility for such performance, including but not limited to, any and all costs for correction.
- 5.1.4 The CONTRACTOR shall submit cost proposals, progress schedules, payrolls, reports, estimates, records, and other data as the OWNER or Architect may request concerning work performed, or to be performed under the Contract.

5.2 CONTRACTOR'S RESPONSIBILITIES

- 5.2.1 The CONTRACTOR shall perform and complete the Work in a timely and workmanlike manner and in strict conformance with the Contract Documents.
- 5.2.2 The CONTRACTOR shall prepare and submit daily construction reports to the OWNER and the Architect within (2) two days of the reported day. Reports shall include: list of Subcontractors at the site, exact count of personnel at the site from each CONTRACTOR or Subcontractor workers on site, time spent by each person working on site vs off the job site, work performed, weather conditions, material and equipment deliveries, outstanding issues, accidents and unusual events, stoppages, delays, shortages, and losses, Change Orders received, implemented, services connected, disconnected, equipment or system tests and startups, inspections, Substantial Completions authorized, and pending RFI's.
- 5.2.3 The CONTRACTOR shall supervise and direct all portions of the Work. The CONTRACTOR shall be solely responsible for all construction procedures, methods, techniques, sequences, and safety, and for coordinating all portions of the Work to comply with the Contract Documents. The CONTRACTOR shall be responsible for the acts and omissions of its employees and Subcontractors, their agents and employees, and all other persons performing any of the Work.
- 5.2.4 The CONTRACTOR and each Subcontractor shall have and maintain a State of Nevada CONTRACTOR's license in good standing for the entire duration of the Work.
- 5.2.5 The CONTRACTOR shall at all times enforce good discipline and order among its employees and Subcontractors and shall, at its own cost, provide the security necessary to adequately protect the Work.
- 5.2.6 The CONTRACTOR shall at all times, and at its own cost, safely guard and protect the OWNER's property, the Work, and all property adjacent to the Project, from damage, injury, or loss in connection with the Project and shall replace or make good any such damage, injury, or loss. The CONTRACTOR shall be responsible for the protection of adjacent property and the maintenance of passageways, guard fences, and other protective facilities.
- 5.2.7 The CONTRACTOR shall give all notices and shall comply with all laws, ordinances, rules, orders, and regulations of all public authorities, relating to the performance of the Work.
- 5.2.8 In the event of a temporary suspension of the Work, and/or during inclement weather, the CONTRACTOR shall protect, and shall cause its Subcontractors to protect the Work and materials against damage, injury, or loss. If any work or materials become damaged, injured, or lost due to any cause, such work and materials shall be removed and replaced at the expense of the CONTRACTOR.
- 5.2.9 It shall be the CONTRACTOR's responsibility to ensure that all construction loading of the structural decks complies with the metal deck manufacturer's allowable loading criteria. The

storage of materials and the use of mechanical lifts or other heavy moveable or stationary equipment utilized on elevated concrete slabs to perform work shall be conducted in a safe manner so as to not cause any damage or deformation to steel decks or other portions of the structure. The CONTRACTOR shall take all necessary precautions, including hiring a structural engineer when necessary to evaluate the imposed loadings on elevated slabs from materials, manpower, lifts, and equipment, in order to comply with the deck manufacturer's safe loading criteria and deflection limitations. The CONTRACTOR shall be fully responsible for any damage caused to elevated slabs or other portions of the Work as a result of construction-imposed loads utilized in performing the Work. The CONTRACTOR shall include adequate provisions in its bid to accommodate any limitations, restrictions, or additional costs that are necessary to meet the deck manufacturer's requirements for the metal deck type, spans, and materials specified in the bid documents. The CONTRACTOR shall not be entitled to an increase in the Contract Sum or an extension to the Contract Time for complying with any of the requirements of this Section (Section 5.2).

- 5.2.10 The CONTRACTOR shall ensure that all ductwork either stored on site or installed in the building is thoroughly sealed to protect against dirt and moisture until such time that the building is deemed by the OWNER to be adequately clean to allow for start-up of the associated air handling equipment. Should ductwork not be sealed as specified, then the CONTRACTOR shall have such ductwork professionally cleaned to an as-new condition at no cost to the OWNER.

5.3 SUPERINTENDENT

- 5.3.1 The CONTRACTOR shall employ a competent full-time superintendent and necessary assistants who shall be in attendance at the Project site throughout the progress of the Work. The superintendent and assistants shall be satisfactory to the OWNER, and shall not be changed except with the written consent of the OWNER. The superintendent shall represent the CONTRACTOR and have full authority to act on its behalf.

5.4 LABOR AND MATERIALS

- 5.4.1 Unless otherwise specifically stated in the Contract Documents, the CONTRACTOR shall provide and pay for all labor, materials, tools, equipment, water, light, power, heat, transportation, supervision, temporary construction services, procedures, and facilities of every nature required to properly execute and complete the Work in accordance with the Contract Documents. All materials shall be installed in strict compliance with the Contract Documents and the recommendations of the manufacturer.
- 5.4.2 In any case where the manufacturer's installation instructions conflict with the contract documents the CONTRACTOR shall bring such conflict to the attention of the Owner and the Architect prior to installing the associated materials or equipment, such that the Owner and the Architect may provide direction for an appropriate resolution to the identified conflict. If the CONTRACTOR proceeds with installing any materials or equipment in a manner contrary to the manufacturer's instructions without first notifying the Owner and the Architect, then the CONTRACTOR shall remove and reinstall the materials or equipment in accordance with the manufacturer's instructions at no cost to the Owner.
- 5.4.3 The CONTRACTOR shall not employ or contract with any firm or organization that is unfit or unskilled in the work to be performed. The CONTRACTOR shall not discriminate or allow discrimination against any employee or applicant for employment because of sex, race, color, creed, or national origin. The CONTRACTOR shall comply with and shall require its Subcontractors to comply with all applicable provisions of NRS Title 28 (Public Works and Planning) and NRS Title 53 (Labor and Industrial Relations).
- 5.4.4 The Contractor shall comply strictly with the requirements of **NRS Chapter 338 and the Apprenticeship Utilization Act of 2019**.

A contractor or subcontractor employing a worker as defined in NRS 338.040, shall use one (1) or more apprentices for at least 10% of the total hours on vertical construction and 3% of the total hours for horizontal construction of the total hours of labor worked for each apprenticed craft or type of work to be performed on the public work when more than three (3) employees of each craft are employed at the site of work.

This project is considered a VERTICAL project and is subject to ten percent (10%) apprentice utilization.

A Public Body, upon request of a contractor or subcontractor, may submit a request for a modification or waiver of the percentage of hours of labor of one or more apprentices prior to:

- a. The bid advertisement;
- b. The bid opening; and
- c. The award of the contract.

The Labor Commissioner may also grant a waiver from the requirements of Section 1 of this act after work on the public work has commenced if the public body, contractor or subcontractor submits documentation and evidence that meets the requirements to establish “Good Cause.”

Good Cause means:

- a. There are no apprentices available from an apprenticeship program within the jurisdiction where the public work is to be completed as recognized by the State Apprenticeship Council;
- b. The contractor or subcontractor is required to perform uniquely complex or hazardous tasks on the public work that require the skill and expertise of a greater percentage of journeymen; and
- c. The contractor or subcontractor has requested apprentices from an apprenticeship program and the request has been denied or the request has not been approved within 5 business days. The term does not include the refusal of a contractor or subcontractor to enter into an apprenticeship agreement.

Workforce Information (to comply with Apprentice Utilization Act of 2019):

- a. Upon Request from Carson City School District, the contractor is required to submit the Comprehensive Contractor/Subcontractor List and Project Workforce Checklist.
- b. Contractor is required to submit, within ten (10) business days of request for Project Workforce Checklist, all supporting documentation for waiver(s), including, but not limited to, the Request for Apprentice Availability on A Public Work form.
- c. Submit all requested documentation to [Carson City School District](#)

Failure to submit the required documentation within the required timeframe may delay the award of the contract and/or the Notice to Proceed and will not be cause for contract time extension.

5.4.5 Prevailing Wages: The Contractor shall comply strictly with the requirements of NRS Chapter 338 and shall pay the prevailing wage rates for the appropriate labor positions as outlined in the “Carson City – Prevailing Wage Rates for Public Works, State of Nevada” for projects that are \$100,000 or greater. The prevailing wage rate is established and published by the Office of the Nevada Labor Commission. The applicable wage rates must be posted at the site of the Project in a place generally visible to the workers.

5.4.6 The CONTRACTOR shall ensure that it and all of its Subcontractors comply with the reporting requirements of NRS 338.070.

Certified Payrolls: CONTRACTOR and each of its Subcontractors shall maintain records for each worker employed by CONTRACTOR or its Subcontractors in connection with the Contract in accordance with NRS 338.070. CONTRACTOR shall furnish OWNER with one (1) copy of the State of Nevada Weekly Wage and Hour Report of Public Work Contractors no later than the 15th of the following month. CONTRACTOR shall include all reports for its Subcontractors in this monthly submittal.

5.4.7 All work performed after regular working hours, on weekends or legal holidays, shall be performed without additional expense to the Owner unless previously agreed to otherwise by the Owner.

5.4.8 Unless otherwise specifically required, all materials and equipment incorporated in the Work shall be new, free of faults and defects, and shall conform to the Contract Documents. If required, the CONTRACTOR shall furnish evidence, satisfactory to the Owner, as to the type and quality of all materials and equipment.

5.4.9 No materials or equipment for the Work shall be purchased by the CONTRACTOR, nor shall the CONTRACTOR permit any Subcontractor to purchase materials or equipment, that are subject to any chattel mortgage, or are under a conditional sale contract or other security agreement by which any right, title, or interest is retained by the seller.

5.4.10 All materials and equipment used in the Work shall be subject to inspection and testing in accordance with accepted standards to ensure conformity with the requirements of the Contract Documents, laws, ordinances, rules and regulations, or orders of any public authority having jurisdiction. Where specific certificates concerning materials and/or equipment are required, securing payment for the prompt delivery of such certificates shall be the responsibility of the CONTRACTOR. Such certificates shall be executed by qualified firms acceptable to the Owner, shall include all information required by the Contract Documents, and shall clearly refer specifically to the relevant materials and/or equipment.

5.5 TEMPORARY UTILITIES, HEATING, AND COOLING

5.5.1 The CONTRACTOR shall be solely responsible for providing all necessary temporary utilities. The CONTRACTOR shall pay all costs related thereto, including, but not limited to, applications, fees, permits, engineering, and any other costs as may be required to acquire temporary utilities. The OWNER will not be responsible for any delays or costs related to obtaining temporary utilities.

5.5.2 Temporary utilities may be connected to the OWNER's existing metered utilities only with the OWNER's and utility company's written authorization. Any connection to the OWNER's existing utilities shall be separately metered to allow for proper allocation of utility costs, unless another arrangement is specifically agreed to and authorized by the OWNER in writing.

Temporary meters shall be removed upon completion of the Work.

5.5.3 The CONTRACTOR shall be solely responsible for providing temporary heating, cooling, and/or ventilation as required to prevent degradation or damage to the Work. The permanent heating, cooling, and air handling systems shall not be utilized for the purpose of temporary heating, cooling, or ventilation until the OWNER approves of such use in writing. In no case shall the permanent heating, cooling, or air handling systems be operated until they are complete, including formal start-up, check-out, and testing and balancing. Utilization of any of the permanent heating, cooling, or air handling systems prior to Substantial Completion shall not impact the specified warranty for such equipment which shall begin on the date of Substantial Completion in accordance with Section 3.4 of these General Conditions.

5.5.4 Interruption of Existing Utility Services:

If CONTRACTOR needs to interrupt any existing services, such as, but not limited to electrical power, existing security hardware signals, telephone, water main, sanitary sewer, storm sewer, etc., CONTRACTOR shall notify OWNER, in writing, not less than three (3) full business days (a business day is defined as Monday through Friday, excluding holidays) prior to the planned interruption. OWNER will review such request, coordinate same and reply to CONTRACTOR, in writing, prior to the planned interruption time. CONTRACTOR shall not proceed with any planned utility interruption without written permission to do so from OWNER.

CONTRACTOR shall use the latest technology for locating embedded utilities prior to commencing with saw cutting, drilling or coring operations. CONTRACTOR shall perform the Work for the new plumbing, HVAC, electrical and control systems tie-ins or interruptions to existing facility services between the hours of 10:00 p.m. and 07:00 a.m.

In the event of any accidental interruption of any utility service, CONTRACTOR shall immediately undertake the following:

5.5.5 Make every possible effort to immediately restore the disrupted utility, even if on a temporary basis. Call Project Manager immediately and report and describe the incident. Execute a Report of Utility Interruption within twenty-four (24) hours of the incident and forward the executed report to the Project Manager.

In the event of an accidental utility interruption, after completing the Report of Utility Interruption, CONTRACTOR shall submit to OWNER a proposed permanent repair plan, which, upon execution, will restore the damaged utility to like new in every way. Once the repair plan is approved by OWNER, CONTRACTOR shall proceed with a permanent repair of the interruption.

5.5.6 Transition:

CONTRACTOR shall be solely responsible for providing temporary heating, cooling, and/or ventilation as required to prevent degradation or damage to the Work. The permanent heating, cooling, and air handling systems shall not be utilized for the purpose of temporary heating, cooling, or ventilation until OWNER approves of such use in writing. In no case shall the permanent heating, cooling, or air handling systems be operated until they are complete, including formal start-up, check-out, and testing and balancing. Utilization of any of the permanent heating, cooling, or air handling systems prior to Substantial Completion shall not impact the specified warranty for such equipment which shall begin on the date of Substantial Completion.

5.6 EMERGENCIES

5.6.1 In case of an emergency which threatens loss or damage to property, personal injury, or life safety, the CONTRACTOR shall immediately take all feasible actions to prevent or mitigate such loss, damage, injury or death, without awaiting instructions from the OWNER or the Architect. The CONTRACTOR shall notify the OWNER and the Architect in writing of such emergency at the first feasible opportunity.

5.6.2 The amount of reimbursement claimed by the CONTRACTOR on account of any emergency

action shall be determined in the manner provided herein for claims.

- 5.6.3 The CONTRACTOR shall maintain a current emergency telephone number list at the job site and provide to the OWNER and Architect. The list shall include telephone numbers for the CONTRACTOR's superintendent and for other responsible CONTRACTOR representatives that can be contacted after normal working hours in the event of an emergency. This list shall be prominently posted both inside and outside of the CONTRACTOR's field office.

5.7 CONSTRUCTION SCHEDULE

- 5.7.1 Within thirty (30) days after issuance of the Notice to Proceed and prior to issuing any progress payment application, the CONTRACTOR shall submit a construction schedule to the OWNER and the Architect for review. The schedule shall not exceed the Contract Time, shall be revised at appropriate intervals as required by the progress and conditions of the Work, and shall provide for performance and completion of the Project in accordance with the Contract Documents.
- 5.7.2 The construction schedule shall be organized to show progress for each trade and operation. As a minimum, the schedule shall show the order in which the CONTRACTOR proposes to perform the Work, with the proposed starting and completion dates, and with available float for each activity of the Work. Activities which constitute critical path portions of the Work shall be clearly identified as such. The schedule shall include line items for submittal preparation, submittal review, re-submittal preparation, re-submittal review, and procurement, fabrication, and delivery of materials and equipment. The schedule shall allow for reasonable and orderly issuance of all required submittals to the Architect. The schedule shall be promptly updated as necessary to reflect the work required to implement each change order and/or change in the Work.
- 5.7.3 The construction schedule shall include each of the scheduling line items listed in the Mechanical Systems Commissioning specification.
- 5.7.4 For projects with a Contract Sum of \$10,000,000 or greater, the CONTRACTOR shall utilize Primavera Software (P6 Version 7.0 or later) to create and manage the construction schedule. For smaller projects, software acceptable to the OWNER shall be used. Submitted schedules and associated data shall be provided in both hard copy and electronic file format. Upon written request by the OWNER, the CONTRACTOR shall provide prompt responses to any questions regarding reasons or causes for changes to the construction schedule.
- 5.7.5 For projects with a Contract Sum of \$10,000,000 or greater, the CONTRACTOR shall coordinate and attend a Schedule Coordination Meeting. The meeting shall include appropriate representatives from the CONTRACTOR and the OWNER and shall include review and discussion of all scheduling requirements and/or concerns. The Schedule Coordination Meeting shall take place as soon as possible after the Notice to Proceed is issued.
- 5.7.6 The CONTRACTOR shall submit a current/updated construction schedule with each Progress Payment Application. Failure by the CONTRACTOR to provide a current construction schedule shall be justification for the OWNER to withhold approval or reduce the amount of the payment due the CONTRACTOR.
- 5.7.7 In the event of any failure to adhere to the construction schedule the CONTRACTOR shall, within seven (7) days of written notice from the OWNER, provide a recovery schedule for review by the OWNER and the Architect. The recovery schedule shall identify how the CONTRACTOR proposes, at its sole expense, to overcome the associated delays and complete the Work within the Contract Time. Such notice from the OWNER shall not constitute either actual or implied direction for the CONTRACTOR to accelerate the Work.

5.8 CONSTRUCTION PROGRESS MEETINGS

- 5.8.1 The CONTRACTOR shall attend a weekly coordination meeting at the Project site, to be attended by the CONTRACTOR's Project Manager and Superintendent, the Architect, the OWNER's designated representatives, and appropriate Subcontractors. Such meetings may be scheduled at less frequent intervals, if agreed upon in writing by the OWNER and the CONTRACTOR.
- 5.8.2 The OWNER will conduct the job-site construction progress meetings and will prepare and distribute typed meeting minutes for each such meeting.
- 5.8.3 As soon as practicable after award of Contract and prior to commencing any work, a pre-construction conference will be arranged. The purpose of said conference is to determine procedures related to smooth progress of the Project and to review any items requiring clarification. Procedures for processing and distribution of all documents and correspondence related to the Contract will be established.
- 5.8.4 As deemed necessary by the OWNER or Architect, the CONTRACTOR shall provide a three-week detailed short-interval schedule for each building or area of the Work, at regularly scheduled progress meetings. The format shall be subject to review and approval by the OWNER and Architect.

5.9 PROGRESS PHOTOGRAPHS

- 5.9.1 The CONTRACTOR shall take not less than twelve progress photographs of the Work each month at a minimum resolution of 640 by 480 pixels. The photographs shall be taken with the intent of providing a clear and complete depiction of overall Project progress. Each photograph is to be clearly marked with the time, date, location/view and other details sufficient to identify the subject. Camera view/locations shall be coordinated with and approved by the OWNER or the Architect. Progress photos shall be stored on a digital video disk (DVD disk) or flash drive and issued to the OWNER along with each progress payment application. Other data storage formats may be acceptable to the Owner with prior approval. For larger projects, Owner may specify a webcam.

5.10 TAXES, PERMITS, FEES, AND NOTICES

- 5.10.1 The CONTRACTOR shall pay all sales, consumer, use, and other taxes required by law.
- 5.10.2 CONTRACTOR shall be responsible for coordination and obtaining of any and all permits paid by OWNER and certificates, required by the relevant regulatory agencies, applicable to constructing and, upon completion, utilization of this facility by OWNER including: Plan Check fee(s), Building Permit(s), Grading Permit(s), Drainage/Flood Control Permit(s), Electrical Permit(s), Mechanical Permit(s), Plumbing Permit(s), Dust Control Permit(s), Fire Protection Permit(s), Water/Sanitation Connection Fee(s), Temporary Occupancy Certificate(s), Permanent Occupancy Certificate, and Security Deposits.
- 5.10.3 The CONTRACTOR shall give all notices and comply with all laws, ordinances, rules, regulations, and orders of any public authority bearing on the Work and of the Using Agency. If the CONTRACTOR discovers that any of the Contract Documents are at variance therewith, it shall immediately notify the OWNER and the Architect in writing. If the CONTRACTOR performs any work which it knows or should have known to be contrary to such laws, ordinances, rules, and regulations, or orders, without such written notice and written instruction from the OWNER or Architect, it shall assume full responsibility therefore and shall bear all costs attributable thereto.

5.11 PROJECT SIGN

- 5.11.1 Upon commencing the Work the CONTRACTOR shall erect one painted Project sign no larger than, 4 feet by 8 feet, in the format directed by the OWNER. This sign shall be the only CONTRACTOR sign displayed on the Project site. The sign shall include as a minimum the Project name, the Architect, the CONTRACTOR and major subcontractors.

5.12 ACCESS ROADS

- 5.12.1 The CONTRACTOR shall use designated access roads as directed by the OWNER, and the CONTRACTOR shall keep these roads passable at all times. The CONTRACTOR shall be entirely responsible for any damage to roads, trees, shrubs, gates, fences, grass, curbs, gutters, and driveways due to construction usage. All damaged portions shall be restored by the CONTRACTOR, at its own cost, to the same condition as existed before the commencement of the Work.
- 5.12.2 Dirt roads shall be periodically sprinkled with water when dust conditions create an on site or off site hazard or nuisance to workmen, neighboring properties, or the public in general. The CONTRACTOR shall secure and pay for any dust control permits required by State or local jurisdictions.

5.13 CONTRACTOR'S FIELD OFFICE

- 5.13.1 Upon commencement of the Work, the CONTRACTOR shall provide on the site a temporary field office for its own use (and for use by the OWNER and others as required or appropriate). The CONTRACTOR's field office shall contain as a minimum:
- A. A minimum of two hundred forty (240) square feet of floor area and as appropriate to facilitate the required job site meetings, conference seating for 12.
 - B. Outside door with security lock.
 - C. Minimum of four (4) duplex electrical receptacles.
 - D. Adequate light fixtures and lamps (as necessary to provide a minimum of fifty (50) foot-candles at the desktop and plan table).
 - E. Telephone line and a separate fax line.
 - F. Heating, ventilation, and air conditioning provisions as necessary to maintain an indoor temperature of 72°F.
 - G. Plan rack.
 - H. Plan table (3 feet x 6 feet minimum size).
 - I. Four-drawer file cabinet.
 - J. First aid kit.
 - K. Computer data/network connection (with high speed Internet access).
 - L. Conference table and chairs as necessary to accommodate the required construction progress meetings.
 - M. Multi-function printer (with print, copy, and scan capabilities).
 - N. Bottled water dispenser (with refill service for the duration of the Project).
 - O. Additional hard hats for use by the OWNER, Architect, and OWNER's Project Manager.
- 5.13.2 The CONTRACTOR shall pay the cost of all utilities, including telephone and janitorial service, as required for the maintenance of the temporary field office until the completion of the Project.
- 5.13.3 The temporary field office shall remain the property of the CONTRACTOR, and shall be completely removed at the completion of the Project.

5.14 OWNER'S FIELD OFFICE – NOT REQUIRED

5.15 TOILET FACILITIES

- 5.15.1 The CONTRACTOR shall provide and maintain in a clean and sanitary condition in a weatherproof building satisfactory toilet accommodations for all workmen and for use by the OWNER's representatives. Minimum toilet accommodations shall consist of a frost-proof chemical toilet or water closet with urinal. Temporary or portable toilet accommodations shall be completely removed upon completion of the Project.

5.16 **CONSTRUCTION SURVEYS**

5.16.1 Unless otherwise expressly provided for in the Contract Documents, the CONTRACTOR shall furnish and pay for all construction surveys necessary for execution of the Work or required by the Contract Documents.

5.17 **ARCHAEOLOGICAL FINDINGS**

5.17.1 Any historic, prehistoric, archeological evidence, or artifacts discovered on the site shall remain undisturbed and shall be reported immediately to the OWNER in writing. Any such findings are the property of the OWNER.

5.18 **SUBSURFACE CONDITIONS**

5.18.1 Should the CONTRACTOR encounter subsurface or hidden conditions at the site materially differing from those indicated in the Contract Documents, it shall immediately give written notice to the OWNER and the Architect of such conditions before they are disturbed. The Architect will investigate the conditions, and if it finds that they materially differ, it will, after consultation with the OWNER, make such changes in the Contract Documents as it may deem necessary. Any increase or decrease in cost resulting from such changes will be adjusted by Change Order.

5.18.2 The CONTRACTOR shall perform all work in strict conformance with the current 'Call Before You Dig' program applicable at the location of the Project.

5.19 **PATENTS AND ROYALTIES**

5.19.1 To the fullest extent permitted by law, the CONTRACTOR shall defend and hold harmless the OWNER, its trustees, superintendent, administrators, agents, and its employees harmless from liability of any nature or kind, including cost and expenses for, or on account of claimed infringement of any patented or unpatented invention, process, article, or appliance manufactured or used in the performance of the Work, including its use by the OWNER, unless otherwise specifically stipulated in the Contract Documents. If the CONTRACTOR uses any design, device or materials covered by letters, patent or copyright, it shall provide for such use by suitable agreement with the OWNER of such patented or copyrighted design, device or material. It is mutually agreed and understood, that without exception, the Contract Sum includes all royalties or costs arising from the use of any such design, device, or materials in the Work.

5.20 **MATERIALS TESTING**

5.20.1 Testing of construction materials delivered to the job site shall be carried out by the OWNER unless otherwise required in the Contract Documents. The OWNER shall select the testing laboratory or inspection agency to carry out this work. The purpose of such testing is to verify conformity of materials and/or equipment with the Contract Documents. Where tests indicate conformity, costs of testing will be paid by the OWNER; where tests indicate non-conformance, costs of re-testing will be paid by the CONTRACTOR by deductive Change Order.

5.20.2 If special inspection or testing requirements are established by any of the Contract Documents, performance of and payment for such inspection or testing shall be as specifically stated therein. If the manner of payment is not specified or if there is no mention of such inspection or testing in the Contract Documents, but such inspection is judged necessary by the OWNER, then the OWNER shall pay the cost thereof. The CONTRACTOR shall cooperate toward minimizing the cost of such inspection and testing.

5.20.3 All testing and inspection carried out by the OWNER is for the benefit of the OWNER and not the CONTRACTOR. Lack of performance or failure on the part of any testing laboratory or inspection agency retained by the OWNER shall not relieve the CONTRACTOR of its responsibility to complete the Work in accordance with the Contract Documents.

5.21 OPERATION AND MAINTENANCE MANUALS

5.21.1 Prior to substantial completion of the Project, the CONTRACTOR shall submit to the Architect, a sample of each Operation and Maintenance Manual for equipment and/or materials incorporated into the Work. Upon approval by the Architect, the CONTRACTOR shall furnish to the OWNER, two (2) bound and indexed copies of the approved Operation and Maintenance Manuals. Operation and Maintenance Manuals shall be incorporated into three-ring binders with a typed index and tabbing as necessary for identification of all appropriate sections. CONTRACTOR shall provide separate volumes for General, Mechanical and Electrical portions of the Work. Each volume shall be a three-inch (3"), three-ring binder. The cover and spine of each volume shall be imprinted with name of Project, OWNER, description of contents and date. All data shall be indexed as per the index of the Technical Specifications. All pages shall be 8-1/2 x 11 inches except for fold out pages of diagrams and manufacturer's literature. Include manufacturer's supplier's and Subcontractor's names, addresses and telephone numbers, model numbers, proportions of mixes, furnish numbers and all pertinent information required for replacement ordering or duplication for each incorporated material, equipment and finishes installed under this Contract.

All data to be included in the O&M Manuals shall be included in CONTRACTOR's submittals under these General Condition.

5.21.2 In addition to the printed manuals the CONTRACTOR shall also provide electronic/scanned copies of all operation and maintenance manuals in pdf file format on a DVD disc or flash drive.

5.21.3 The CONTRACTOR shall provide DVD video disks of operating and maintenance instructions for all major equipment whenever they are available from the equipment manufacturer.

5.22 CORRECTION OF WORK

5.22.1 If any work is covered prior to either a specified or a requested inspection, the CONTRACTOR shall uncover the work for observation and if found to be defective or non-conforming shall replace the work at no cost to the OWNER.

5.22.2 If any work has been covered which the OWNER or the Architect has not specifically requested to observe prior to being covered, the OWNER may request to see such work and it shall be uncovered by the CONTRACTOR. If the uncovered work is found to be in accordance with the Contract Documents, the cost of uncovering and replacement shall, by appropriate Change Order, be charged to the OWNER. If the uncovered work is not in accordance with the Contract Documents, the CONTRACTOR shall pay such costs.

5.22.3 The CONTRACTOR shall promptly correct all work rejected as defective or as failing to conform to the Contract Documents, whether observed before or after the Certificate of Substantial Completion is issued, and whether or not fabricated, installed, or completed. The CONTRACTOR shall bear all costs of correcting such rejected work, including, but not limited to, the cost for additional professional services.

5.22.4 The CONTRACTOR shall bear all costs associated with making good all work of separate contractors destroyed or damaged by removal or correction.

5.22.5 If the CONTRACTOR does not remove defective or non-conforming work immediately upon written notice, the OWNER may remove it and may store the materials or equipment at the expense of the CONTRACTOR. If the CONTRACTOR does not pay the cost of such removal and storage immediately upon written notice, the OWNER may sell such work at auction or at private sale to recover the related costs. If such proceeds do not cover all related costs incurred by the OWNER the difference shall be charged to the CONTRACTOR and an appropriate Change Order shall be issued.

5.22.6 If the CONTRACTOR fails to correct defective or non-conforming work, the OWNER may correct it at the CONTRACTOR's expense.

5.22.7 If the OWNER prefers to accept non-conforming work, it may do so instead of requiring its removal or correction, in which case an appropriate reduction will be made to the Contract Sum, or, if the amount is determined after final payment, such amount shall be paid to the OWNER by the CONTRACTOR immediately upon written notice.

5.22.8 All damage or loss to any property caused in whole or in part by the CONTRACTOR, any Subcontractor, Sub-Subcontractor, anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable, shall be remedied by the CONTRACTOR, except damage or loss attributable to errors and/or omissions in the Contract Documents.

5.23 SUBCONTRACTORS

5.23.1 After submitting the required Subcontractor information to the OWNER, the CONTRACTOR shall not contract with any other Subcontractor nor change Subcontractors without proper justification and without the prior written approval of the OWNER.

5.23.2 Should the CONTRACTOR decide for any reason to substitute a Subcontractor for work that it listed to be self-performed, the CONTRACTOR shall provide a written explanation of why the Subcontractor was not utilized in the original list and why the substitution is in the best interest of the OWNER. The OWNER reserves the right to either approve or deny such requests.

5.23.3 If the OWNER has a reasonable objection to any Subcontractor, and requests in writing a change in Subcontractors, the CONTRACTOR shall submit an acceptable substitute, and the Contract Sum may be increased or decreased by any reasonable costs directly caused by such substitution.

5.23.4 The CONTRACTOR shall cause appropriate provisions to be inserted in all subcontracts relative to the Work to bind Subcontractors to the CONTRACTOR by the terms of the General Conditions and the other Contract Documents. These provisions shall include, but shall not be limited to, the following:

A. Require that the Subcontractor's work be performed in accordance with the requirements of the Contract Documents and be guaranteed for a period of one year after the date of Substantial Completion, or as may be required in the Contract Documents.

B. Require that the Subcontractor's work be performed in accordance with the CONTRACTOR's construction schedule to ensure completion within the Contract Time.

C. Require that all claims by the Subcontractor for additional costs or extensions of time with respect to subcontracted portions of the Work shall be submitted to the CONTRACTOR in the time and manner provided in the Contract Documents for like claims by the CONTRACTOR upon the OWNER.

5.23.5 The CONTRACTOR shall pay each Subcontractor, within ten(10) calendar days after receipt of payment from the OWNER, an amount equal to the percentage of completion allowed to the CONTRACTOR on account of each Subcontractor's work. The CONTRACTOR shall also require that each Subcontractor make similar payments to each Sub-Subcontractor. The CONTRACTOR shall obtain lien releases.

5.23.6 The CONTRACTOR shall be as fully responsible to the OWNER for the acts and omissions of its Subcontractors, and of persons either directly or indirectly employed by them, as it is for the acts and omissions of the persons directly employed by it. If, through acts or neglect on the part of the CONTRACTOR, any Subcontractor suffers loss or damage, the CONTRACTOR agrees to settle with such Subcontractor. If such Subcontractor asserts any claim against the OWNER on account of any damage alleged to have been sustained, the OWNER shall notify the CONTRACTOR, who shall indemnify, hold harmless, and defend the OWNER against any such claim.

5.23.7 If the CONTRACTOR fails to make appropriate payments to any Subcontractor, worker, or supplier, then the OWNER may pay unpaid bills and/or withhold from the CONTRACTOR's unpaid compensation a sum of money deemed reasonably sufficient to reimburse the OWNER or

pay any and all such claims until satisfactory evidence is furnished that all such liabilities have been fully discharged by the CONTRACTOR, but in no event shall the provisions of this paragraph be construed to impose any obligations upon the OWNER to the CONTRACTOR, its Surety, Subcontractors, worker, or suppliers. In paying any unpaid bills of the CONTRACTOR, the OWNER shall be deemed the agent of the CONTRACTOR, and any payment so made by the OWNER, shall be considered as a payment made under the Contract by the OWNER to the CONTRACTOR, and the OWNER shall not be liable to the CONTRACTOR for any such payment made in good faith.

- 5.23.8 The CONTRACTOR shall be responsible for the proper distribution of all insurance recoveries resulting from an insured loss under the Contract.
- 5.23.9 The OWNER may furnish to a Subcontractor or supplier, information regarding payments to the CONTRACTOR on account of work done by such Subcontractor or supplier, if requested.
- 5.23.10 Neither the OWNER nor the Architect shall have any obligation to pay or to see to the payment of any monies to any Subcontractor, worker, or supplier, except as may otherwise be required by law.
- 5.23.11 Prior to receiving or accepting any payment, each Subcontractor must have a valid Nevada business license, pursuant to NRS Section 338.072.

5.24 JOB SAFETY

- 5.24.1 The CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. All costs in connection with meeting all the requirements of this General Condition shall be borne by CONTRACTOR.
- 5.24.2 All work shall be performed in strict accordance with the most current edition of the State of Nevada Occupational Safety and Health Standards.
- 5.24.3 The CONTRACTOR shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury or loss to:
 - A. All employees on the Project and all other persons who may be affected thereby;
 - B. All of the Work, whether in storage on or off the site; and,
 - C. All property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities.
- 5.24.4 The CONTRACTOR shall comply with all applicable laws, ordinances, rules, and regulations of any public authority having jurisdiction for the safety of persons or property, or to protect them from damage, injury, or loss. The CONTRACTOR shall erect and maintain, as required by existing conditions and by the progress of the Work, all necessary safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying OWNERS and users of adjacent properties.
- 5.24.5 The CONTRACTOR shall designate a responsible member of its organization at the site whose duty shall be supervision of a safety program and the prevention of accidents. This person shall be the CONTRACTOR's superintendent unless otherwise designated in writing by the CONTRACTOR to the OWNER.
- 5.24.6 In any emergency affecting the safety of persons or property, the CONTRACTOR shall act, at its discretion, to prevent threatened damage, injury, or loss.
- 5.24.7 The CONTRACTOR shall be responsible for the safe operation of all equipment, for utilizing safe construction methods, and for any damage which may result from failure or from improper construction, maintenance, or operation.
- 5.24.8 The CONTRACTOR shall securely fence, barricade, cover, or otherwise adequately protect all excavations, holes, shafts, or other hazards to guard against danger to persons or

animals and shall properly maintain such protection until the completion of the Project.

5.24.9 The CONTRACTOR shall immediately notify the OWNER, and shall take immediate action to prevent damage, injury or loss, should any suspected hazardous materials be encountered during the course of work on the Project.

5.24.10 Prior to conducting any hot work (welding, brazing, soldering, cutting, grinding, etc.) in an existing building the CONTRACTOR shall complete and submit to the OWNER a Hot Work Permit (utilizing the associated form as issued by Factory Mutual or Global Risk Consultants).

5.24.11 Smoking:

Jobsite is to be tobacco free. Smoking, tobacco products, smokeless cigarettes, or vapor cigarettes shall not be permitted or tolerated on jobsite.

5.24.12 Pumping and Drainage:

Surface or sub surface water or other fluid shall not be permitted to accumulate in excavations or under any structure. Should such conditions develop or be encountered, the water or other fluid shall be controlled and suitably disposed of by means of temporary pumps, piping, drainage lines and ditches, dams or other methods approved by OWNER and other public agencies having jurisdiction.

5.24.13 Fire Prevention:

CONTRACTOR shall conform to all Federal, State, and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the jobsite. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of CONTRACTOR. This includes keeping the jobsite area clear of all trash at all times.

All tarpaulins used for any purpose during construction of any work shall be made of material resistant to fire, water and weather and shall bear UL labels. Lighting of any fires on the jobsite and inside any buildings on the jobsite is strictly forbidden.

The CONTRACTOR shall provide portable fire extinguishers compatible with the hazard of each work area and shall instruct its personnel in their location and use. Wherever welding and burning are conducted, no inflammable materials shall be allowed and a fire watch shall be provided by the CONTRACTOR to be present during the burning and welding operation to ensure that protective measures are taken and that no fires result from such operation. The fire watch shall have fire extinguisher equipment readily available and know-how for proper use.

5.24.14 Hazardous Materials:

During the course of construction, there may be hazardous materials discovered on the construction site. Such materials can be in the form of asbestos in structures, underground fuel storage units, contaminated soil or other unknown hazardous materials. CONTRACTOR shall immediately notify OWNER of any hazardous materials found on the site and shall not remove same without the permission of OWNER. OWNER shall be responsible for removal and abatement of any existing hazardous materials.

If the hazardous material and subsequent contamination was caused by CONTRACTOR, CONTRACTOR shall remove said hazardous material and contaminated soils or materials from the site and shall dispose of same in accordance with all Federal, State and Local laws and regulations. Removal of such materials and contamination shall be monitored by a licensed hazardous materials laboratory, and said laboratory shall prepare a written report attesting to the complete removal of the contaminating material and resulting contamination, all to the satisfaction of, and at no cost to, OWNER.

5.24.15 Illumination:

When any work is performed at night or where daylight is shut off or obscured, CONTRACTOR

shall, at its expense, provide artificial light sufficient to permit work to be carried on efficiently, satisfactorily and safely, and to permit thorough inspection. During such time periods access to the place of work shall also be clearly illuminated. All wiring for electric light and power shall be installed and maintained in compliance with local codes, securely fastened in place at all points, and shall be kept as far as possible from telephone wires, and signal wires.

Lighting circuits in buildings and for parking lots and outdoor walkways must be functional at all times, even if this requires temporary wiring (and temporary power source) to be installed by CONTRACTOR as part of the Work.

5.24.16 **Cleaning Up:**

CONTRACTOR shall, at all times, keep its work areas in a neat, clean, and safe condition. Upon completion of any portion of the Work, CONTRACTOR shall promptly remove all of its equipment, construction plant, temporary structures and surplus materials which will not be used at or near the same location during later stages of Work. Upon completion of the Work and before final payment is made, CONTRACTOR shall at its expense, satisfactorily dispose of all plant, buildings, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the Work, and CONTRACTOR shall leave the jobsite and Premises in a neat, clean, and safe condition. In the event of CONTRACTOR's failure to comply with the foregoing, the same may be accomplished by OWNER at CONTRACTOR's expense.

5.24.17 **Hazard Communication:**

CONTRACTOR shall be aware of OSHA Federal Standard 29 CFR 1910.1200, Hazard Communication and 29 CFR 1910.1020, Access to Employee Exposure and Medical Records. CONTRACTOR's Safety Program shall address and include all aspects of the preceding OSHA rules, as well as any local or State hazard communication laws.

CONTRACTOR shall furnish to OWNER the MSDS Sheet on any material requiring same, for OWNER review and approval prior to said material being delivered to the site. CONTRACTOR shall specifically follow all the safety requirements listed on the MSDS Sheet.

5.25 SITE MANAGEMENT AND CLEANUP PROCEDURES

5.25.1 The CONTRACTOR shall confine operations at the site to areas permitted by law, ordinances, permits, and the Contract Documents, and shall not unreasonably encumber the site. The CONTRACTOR shall at all times keep the site and the Work free from accumulation of waste materials and rubbish resulting from its operations.

5.25.2 The CONTRACTOR shall obtain any required dust control permit and shall implement a dust control program prior to beginning any activity at the Project site. The CONTRACTOR's dust control program shall comply with all applicable state and local requirements. As a minimum, the CONTRACTOR shall periodically sprinkle the entire construction site with water as required to prevent blowing dust from becoming a hazard or nuisance to workers, neighboring properties, or the public.

5.25.3 The CONTRACTOR shall develop and implement a storm water pollution prevention plan complying with the most current version of the federal Environmental Protection Agency Construction General Permit, or with applicable state or local storm water pollution prevention requirements, whichever is more stringent.

5.25.4 The CONTRACTOR shall develop, document, and implement a waste management plan that ensures recycling of at least 50% of all construction waste material.

5.25.5 Upon completion of the Work the CONTRACTOR shall remove all waste materials, rubbish, tools, construction equipment and machinery, and surplus materials from the Project site. The CONTRACTOR shall clean all surfaces and leave the Work in a finished, cleaned, washed, waxed, and polished condition. The aforementioned cleanup requirements are also specifically applicable to all mechanical equipment and to all mechanical equipment rooms.

5.26 ROOFING INSTALLATION AND PROTECTION

- 5.26.1 No work including staging or access to other portions of the Work shall be permitted on the finished membrane.
- 5.26.2 All roofing work shall commence at the furthest point from the workers' access and progress back towards the access point.
- 5.26.3 If staging, access, or work is required on the finished membrane, the CONTRACTOR shall provide protection along the access path and under the work extending forty-eight inches (48") beyond the required work area. Protection shall consist of three-quarter inch (3/4") plywood over a heavy canvas tarp with sand bag ballasts as required to prevent the plywood from becoming airborne during strong winds.

5.27 QUALITY ASSURANCE/QUALITY CONTROL

- 5.27.1 The CONTRACTOR shall develop and implement an appropriate quality assurance/quality control program for the Project. A detailed description of the program shall be furnished to the OWNER and the Architect for review prior to submitting the first progress payment application.
- 5.27.2 All contractors who perform work on CCSO Projects, regardless of tier, shall have in place a Drug and Alcohol Policy applicable to all workers who will be employed on those Projects. The Policy must meet the minimum requirements of the CCSO. Each contractor shall demonstrate compliance with this provision by submitting a certification under penalty of perjury that the Policy is in place, that it will be actively enforced, and that all workers who will be employed on Owner projects will have undergone the pre-placement drug testing required by Owner. The Owner and/or the CONTRACTOR is empowered to review contractor records of enforcement of its Drug and Alcohol Policy at any time during the period following award of the contract 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 Owner 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 Owner demands for production of records relating to the Drug and Alcohol Policy may result in termination of the contract at no cost to the Owner.

5.28 DELIVERY, UNLOADING AND STORAGE

- 5.28.1 CONTRACTOR shall receive, unload, store in a secure place, and deliver from storage to the construction site all materials and plant equipment required for the performance of the Contract. The storage facilities and methods of storing shall meet OWNER's approval. Materials and equipment subject to degradation by outside exposure shall be stored in a weather tight enclosure provided by CONTRACTOR.

5.29 CONTRACTOR'S WORK AREA

- 5.29.1 All CONTRACTOR's work areas on the jobsite will be assigned by OWNER. CONTRACTOR shall confine its office, shops, storage, assembly and equipment and vehicle parking to the areas so assigned. Before commencing work, CONTRACTOR shall provide a temporary office on the site of the Work, which shall have a telephone where a representative of CONTRACTOR may be reached at all times during normal working hours.
- 5.29.2 Because movement to and from a work area is limited, CONTRACTOR shall have in the Work area all equipment it determines necessary, as well as a first aid station, drinking water facilities, radio communications, restroom facilities and any other items to support CONTRACTOR activities.
- 5.29.3 Should CONTRACTOR find it necessary or advantageous to use any additional land outside the Project site for any purpose whatever, CONTRACTOR shall, at its expense, provide and make its own arrangements for the use of such additional land.

5.30 RESPONSIBILITY FOR WORK SECURITY

- 5.30.1 CONTRACTOR shall at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft or damage by vandalism, sabotage or other means to any property. CONTRACTOR shall promptly take all reasonable precautions, which are necessary and adequate against any conditions, which involve a risk of loss, theft or damage to any property. CONTRACTOR shall continuously inspect all its work, materials, equipment and facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.
- 5.30.2 CONTRACTOR shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to OWNER in a timely manner.
- 5.30.3 CONTRACTOR shall be responsible to obtain from OWNER copies of applicable school site security regulations, and shall comply with said regulations for the jobsite and all applicable laws and regulations. Any costs associated with appropriate badging of personnel shall be borne solely by CONTRACTOR.
- 5.30.4 CONTRACTOR shall cooperate with OWNER on all security matters and shall promptly comply with any Project security requirements established by OWNER. Such compliance with these security requirements shall not relieve CONTRACTOR of its responsibility for maintaining proper security for the above noted items, nor shall it be construed as limiting in any manner CONTRACTOR's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

5.31 PROTECTION OF WORK IN PROGRESS, MATERIALS, EQUIPMENT AND PROPERTY

- 5.31.1 CONTRACTOR shall be responsible for and shall bear any and all risk of loss or damage to work in progress, all materials delivered to the site, and all materials and equipment involved in the Work until completion and final acceptance of Work under this Contract. Excluded from CONTRACTOR's responsibility is any loss or damage, which results from the gross negligence or intentional misconduct of OWNER.
- 5.31.2 Permanent openings or thoroughfares for the introduction of work and materials to the structure and construction site shall be protected so that upon completion, the entire work will be delivered to OWNER in proper, whole, and unblemished condition.

5.32 PROTECTION OF EXISTING PROPERTY

- 5.32.1 CONTRACTOR shall so conduct its operations as not to damage, close, or obstruct any utility installation, highway, road, or other property until permits therefore have been obtained. If facilities are closed, obstructed, damaged or rendered unsafe by CONTRACTOR's operations, CONTRACTOR shall, at its expense, make such repairs and provide such temporary guards, lights, and other signals as necessary or required for safety and as will be acceptable to OWNER.
- 5.32.2 Unless otherwise specifically provided in the Contract, CONTRACTOR shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch, or other structure, nor enter upon lands in their natural state until approved by OWNER. Thereafter, and before it begins such work, CONTRACTOR shall give due notice to OWNER of its intention to start such work. CONTRACTOR shall not be entitled to any extension of time or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch, or structure on or adjacent to the site of work.
- 5.32.3 CONTRACTOR shall preserve and protect all cultivated and planted areas, and vegetation such as trees, plants, shrubs, and grass on or adjacent to the premises, which, as determined by OWNER, do not unreasonably interfere with the performance of this Contract. CONTRACTOR shall be responsible for damage to any such areas and vegetation and for unauthorized cutting of trees and vegetation, including without limitation damage arising from the performance of its

work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage or unauthorized cutting shall be borne by CONTRACTOR.

5.33 PROJECT SITE PROTECTION

- 5.33.1 CONTRACTOR shall be responsible for repairs to any wall, floor, or ceiling surface within the existing Building(s) that is damaged by CONTRACTOR's construction operations. The required repairs shall be made in accordance with relevant construction specifications or Carson City School District Standard Specifications, whichever is the more stringent, and in a manner satisfactory to OWNER. OWNER will be sole judge as to whether or not any areas have been damaged by CONTRACTOR and which specification is applicable.
- 5.33.2 If CONTRACTOR damages OWNER's property and CONTRACTOR fails to take corrective action within five (5) days after receiving written notice of same, OWNER reserves the right to correct the violation. The cost of such correction shall be to the account of CONTRACTOR.

5.34 DISPOSAL OF MATERIAL OUTSIDE JOBSITE PROPERTY

- 5.34.1 CONTRACTOR shall make its own arrangements for disposal of materials outside the Project and shall pay all costs involved.
- 5.34.2 CONTRACTOR shall remove all excavated material immediately from the jobsite. No stockpiling of excavated materials shall be allowed at the Project site. Materials resulting from demolition and from all excavations shall be removed immediately from jobsite and hauled to an approved landfill.
- 5.34.3 When any material is to be disposed of outside the jobsite property, CONTRACTOR shall first obtain a written permit from the property OWNER on whose property the disposal is to be made and it shall file in writing with OWNER said permit or the certified copy thereof together with a written release from the property OWNER absolving OWNER of any and all responsibility in connection with the disposal of material on said property.
- 5.34.4 When material is disposed of as above provided and the disposal location is visible from the Project, CONTRACTOR shall dispose of the material in a neat and uniform manner to the satisfaction of OWNER.
- 5.34.5 Full compensation for all costs involved in disposing of material as specified in this Article, including all costs of hauling, shall be considered as included in the price paid for the Contract items of work involving such material and no additional compensation will be allowed therefore.
- 5.34.6 No material that is to be disposed of outside the jobsite property shall be stockpiled on OWNER's property longer than seven (7) days, unless otherwise approved by OWNER.
- 5.34.7 Recycling: when possible, the CONTRACTOR will recycle demo items; Recycled demo items not limited to metal, wood, plastic, and etc. Report the proceeds to the OWNER and proceeds may be used for the Project.

5.35 CONTRACTOR -FURNISHED MATERIALS, EQUIPMENT AND WORKMANSHIP

- 5.35.1 Only new items of recent manufacture, of designated but in no event less than standard quality, free from defects, will be permitted on the Work. Rejected items shall be removed immediately from the Work and replaced with items of quality specified. Failure by OWNER to order removal of rejected materials and equipment shall not relieve CONTRACTOR from responsibility for quality and character of items used or from any other obligation under the Contract.
- 5.35.2 CONTRACTOR shall continuously check architectural and structural clearances for accessibility of equipment and mechanical and electrical systems. No allowance of any kind will be made for CONTRACTOR's negligence to foresee means of installing equipment into position inside structures.

- 5.35.3 No work defective in construction or quality or deficient in any requirement of the drawings and specifications will be acceptable regardless of OWNER's failure to discover or to point out defects or deficiencies during construction; nor will the presence of inspectors on the Work relieve CONTRACTOR from responsibility for securing the quality and progress of work as required by the Contract. OWNER shall notify CONTRACTOR of defective or unacceptable work as soon as OWNER discovers such defective work. Defective work revealed within the time required by warranties shall be remedied in accordance with the Warranty. No payment, whether partial or final, shall be construed as an acceptance of defective work or improper materials.
- 5.35.4 CONTRACTOR shall waive "common practice" and "common usage" as construction criteria wherever details and specifications or governing codes and ordinances require greater quantity or better quality than common practices and common usage would require.
- 5.35.5 CONTRACTOR shall order and schedule delivery of materials in reasonable time to avoid delays in construction. If an item is found to be unavailable, CONTRACTOR shall notify OWNER immediately of recommended substitute(s) to permit OWNER's selection of a suitable substitute (see Section 2.5).

5.36 CUTTING AND PATCHING

- 5.36.1 Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio. 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.

- 5.36.2 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.

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.

- 5.36.3 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 areas in a visually unsatisfactory manner. 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.

- 5.36.4 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.
- 5.36.5 Materials, General: 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.
- 5.36.6 Inspection: 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.

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.

- 5.36.7 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.
 - A. 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.
 - B. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
 - C. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
 - D. Where services are required to be removed, relocated, or abandoned, by-pass 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 by-passing and cutting.
- 5.36.8 Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.
 - A. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
 - B. 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.
 - C. Where removing walls or partitions extends from 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.
 - D. Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.
- 5.36.9 Cleaning: 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.

5.37 FINAL CLEANING

- 5.37.1 The CONTRACTOR is responsible for coordinating the final cleaning of an area or piece of equipment where more than one Subcontractor is involved, and for the Project in general.

- 5.37.2 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. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains. Burning or burying of debris, rubbish, or other waste material on the premises is not permitted.
- 5.37.3 Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.
- 5.37.4 General: Provide final-cleaning operations when indicated. 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.
- 5.37.5 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.
 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.
 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.

SECTION 6 THE ARCHITECT

6.1 ARCHITECT'S RESPONSIBILITIES

- 6.1.1 The Architect will provide construction administration services for the duration of the Project. The Architect is the OWNER's representative and will advise and consult with the OWNER for the duration of the Project.
- 6.1.2 The Architect will be the interpreter of the Drawings and Specifications and will render interpretations as may be necessary for proper execution of the Work.
- 6.1.3 The Architect will review and respond to all Requests for Information (RFI) issued by the CONTRACTOR within the time period stipulated in Section 2.3.
- 6.1.4 The Architect shall have complete access to the Work at all times.
- 6.1.5 The Architect will make periodic visits to the site to observe the progress and quality of the Work and to determine if the Work is proceeding in accordance with the Contract Documents.
- 6.1.6 The Architect will review all shop drawings, samples, and submittals required by the Contract Documents.
- 6.1.7 The Architect will not be responsible for acts or omission for the CONTRACTOR or any Subcontractor, or any of its or their agents or employees, or any other persons performing any of the Work.
- 6.1.8 Based upon site observations and the CONTRACTOR's progress payment applications, the Architect will review and make recommendations to the OWNER, regarding the amounts claimed by the CONTRACTOR in each progress payment application.
- 6.1.9 The Architect will have authority to reject work which does not conform to the Contract Documents.
- 6.1.10 The Architect will prepare Change Orders and Construction Change Directives for review and approval by the OWNER.
- 6.1.11 The Architect will have authority to order minor changes in the Work which do not involve a change in the Contract Sum or the Contract Time.
- 6.1.12 The Architect shall attend all scheduled construction progress meetings at the Project site.
- 6.1.13 The Architect's decisions on matters relating to aesthetics will be final if consistent with the intent expressed in the Contract Documents.

SECTION 7 PAYMENT

7.1 SCHEDULE OF VALUES

- 7.1.1 Within fourteen (14) calendar days after the issuance of the Notice to Proceed, the CONTRACTOR shall submit to the OWNER and the Architect a schedule of values of the various portions of the Work, aggregating to the total Contract Sum, divided to facilitate payments to Subcontractors, prepared in a form acceptable to the OWNER, and supported by such data to substantiate its correctness as the OWNER may require. General Contractor's general conditions, profit, and bond costs shall be separately itemized. This schedule, when approved by the OWNER and the Architect, shall be the basis for each Progress Payment Application.

7.2 PROGRESS PAYMENT APPLICATIONS

- 7.2.1 The CONTRACTOR shall submit a Progress Payment Application not more than once each month in the form required by the OWNER. Each Progress Payment Application shall be accompanied

by a current construction schedule, updated to reflect all change orders and/or changes in the Work, and by a copy of the documentation for construction waste recycling (as required by Section 5.25 'Site Management and Cleanup Procedures').

- 7.2.2 Each Progress Payment Application shall correctly set forth the value of all Work satisfactorily performed to date, less five percent (5%) of that amount as a retained percentage. Each Application for Payment shall be consistent with previous applications and payments as certified by the Architect and OWNER's Project Manager and paid for by the OWNER. The OWNER may also pay the invoiced value, less retention, of materials properly stored on site or in approved, bonded, and insured facilities. Once the satisfactorily completed Work is more than five percent (50%) complete, the OWNER will discontinue withholding any additional retention beyond the five percent (5%) already withheld on the initial fifty percent (50%) of the completed Project.
- 7.2.3 If payment is requested for materials or equipment not yet incorporated in the Work, but delivered and properly stored at the site or at a bonded and insured facility previously approved by the OWNER in writing, such payment shall be conditioned upon submission by the CONTRACTOR of documentation, satisfactory to the OWNER as deemed necessary to protect the OWNER's interest, including photographs and evidence of applicable insurance. The risk of loss for such materials or equipment shall remain with the CONTRACTOR until final completion and acceptance of the Work.
- 7.2.4 The CONTRACTOR guarantees that title to all work, materials, and equipment covered by a Progress Payment Application, whether incorporated into the Project or not, has passed to the OWNER prior to issuing the Progress Payment Application, free and clear of all liens, claims, security interests, or encumbrances, and that no work, materials, or equipment covered by a Progress Payment Application has been acquired by the CONTRACTOR, or by any other person, subject to an agreement under which an interest therein, or an encumbrance thereon is retained by the seller or otherwise imposed by the CONTRACTOR or such other person. This provision shall not be construed to relieve the CONTRACTOR of its sole responsibility for the care and protection of the Work, and to restore all damages thereto, nor shall serve as a waiver of the right of the OWNER to require the fulfillment of all terms of the Contract Documents.
- 7.2.5 Within ten (10) days of receipt of each Progress Payment Application, the OWNER and the Architect will either approve the Progress Payment Application, modify the Progress Payment Application for such amount as is determined to be properly due, or reject the Progress Payment Application.
- 7.2.6 The OWNER or the Architect may decline to approve any Progress Payment Application, or, because of subsequently discovered evidence or subsequent inspections, may nullify any part of a Progress Payment Application previously paid to such extent as may be necessary to protect the OWNER from loss based on any of the following grounds:
- A. Defective work not remedied.
 - B. Claims filed or reasonable evidence indicating the probable filing of claims.
 - C. Failure of the CONTRACTOR to make proper payments to Subcontractors or Suppliers.
 - D. Reasonable doubt that the Work can be completed for the unpaid balance of the Contract Sum.
 - E. Damage to a separate CONTRACTOR.
 - F. Reasonable indication that the Work will not be completed within the Contract Time.
 - G. Unsatisfactory execution of the Work by the CONTRACTOR.
 - H. Failure to maintain any insurance required by the Contract Documents.
 - I. Any other breach of the Contract.

When the grounds for declining or revising any part of a Progress Payment Application are removed payment shall be approved for the associated amount withheld.

- 7.2.7 If the OWNER should fail to pay the CONTRACTOR within thirty (30) calendar days after the date that a Progress Payment Application is signed and approved for payment by the OWNER, then the CONTRACTOR may, after seven (7) additional calendar days, give written notice to the OWNER and stop the Work until payment is received.
- 7.2.8 No payment by the OWNER shall constitute an acceptance of any work not in accordance with the Contract Documents, nor shall it relieve the CONTRACTOR of full responsibility for correcting defective work or materials found at any time prior to completion of the entire Work or during the warranty period.

7.3 FINAL PAYMENT

- 7.3.1 When the OWNER has received satisfactory evidence that all claims and obligations of the CONTRACTOR have been paid, discharged, or waived, the OWNER will make final payment to the CONTRACTOR of all monies retained on all properly completed and accepted work.
- 7.3.2 As a condition of requesting or receiving final payment, the CONTRACTOR shall submit all operation and maintenance manuals, as-built drawings, surety release, and all other close-out documents as may be applicable under the Contract Documents.
- 7.3.3 Issuance of final payment shall constitute a waiver of all claims by the OWNER except those arising from any of the following:
- A. Unsettled claims.
 - B. Warranty issues.
 - C. Faulty or defective work.
 - D. Failure of the Work to comply with the requirements of the Contract Documents.
 - E. Latent defects in the Work.
 - F. Weekly Prevailing Wage Reports must have been submitted in a timely manner and in good standing with no outstanding issues.

If any such claims remain unsatisfied after final payment is made, the CONTRACTOR shall refund to the OWNER all monies the OWNER may be compelled to pay in discharging such claims and any costs related thereto.

- 7.3.4 The acceptance by the CONTRACTOR of final payment shall constitute a full and complete release to the OWNER of all claims by, and all liability to, the CONTRACTOR for all things done or furnished in connection with the Work and for every act and neglect of the OWNER and any others for whom the OWNER is or may be responsible relating to or arising out of performance of the Work by the CONTRACTOR. No payment, final or otherwise, shall operate to release the CONTRACTOR or its Surety from any obligations under the Contract, or under the Performance and Payment Bonds.

7.4 INTENTIONALLY OMITTED

SECTION 8 INSURANCE AND BONDING

8.1 GENERAL REQUIREMENTS

- 8.1.1 Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall, at its sole expense, procure, maintain, and keep in force the amounts and types of insurance conforming to the minimum requirements set forth in this Section, unless otherwise agreed to by the OWNER in writing. The required insurance coverage shall be

procured before any work commences on the Project and shall be maintained continuously in force at all times. If the CONTRACTOR fails to comply with this Section, the CONTRACTOR shall be considered in default of the Contract. The OWNER shall be named as additional insured on all liability policies required in this Section.

8.1.2 Without limiting any of the other obligations or liabilities of the CONTRACTOR, the CONTRACTOR shall, at the CONTRACTOR's sole expense, cause each Subcontractor and each Sub-Subcontractor involved with the work of construction under the direction and control of the CONTRACTOR for this contract, to procure, maintain, and keep continuously in force, the amounts and types of insurance conforming to the minimum requirements set forth in this section, unless otherwise agreed to beforehand by the OWNER in writing. The required insurance coverage shall be procured before any work commences on the Project and shall be maintained continuously in force at all times. The required limits of insurance for Subcontractors shall be based on the value of their portion of the work as listed in the Subcontractor's contract with the CONTRACTOR. If the CONTRACTOR fails to comply with this Section, the CONTRACTOR shall be considered to be in default of Contract.

8.1.3 Unless specified herein or otherwise agreed to by the OWNER, the required insurance shall be in effect prior to the commencement of work by the CONTRACTOR and shall continue in force until the latter of the following two conditions:

- A. Final acceptance by the OWNER of the completed Work and acceptance of final payment by the CONTRACTOR.
- B. At such time that the insurance is no longer required by the OWNER under the terms of the Contract Documents.

8.1.4 As evidence of compliance with the insurance required by Section 8 (Insurance and Bonding), the CONTRACTOR shall furnish the OWNER with all certificates of insurance (ACORD form 25-S or equivalent form approved by the OWNER) prior to the award of the contract. The CONTRACTOR shall maintain original copies of Subcontractor insurance certificates for the duration of the Project and throughout the warranty period. Such records shall be furnished to the OWNER upon request. The certificates for each insurance policy shall be signed by a person authorized by the insurer to bind coverage on the insurer's behalf. All certificates along with the required endorsements shall be received and approved by the OWNER before any work commences. The OWNER's Project number and Project description shall be noted on each certificate of insurance. Upon renewal of any of the listed policies the OWNER shall be furnished with replacement certificates immediately.

Contractor shall furnish Carson City School District Risk Manager with certificates of insurance (ACORD form or equivalent) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and any required endorsements are to be received and approved by Carson City School District Risk Manager before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the Project. Failure to maintain the insurance policies as required by this Contract or to provide evidence of renewal is a material breach of contract.

All certificates required by this Contract shall be sent directly to:

Carson City School District/ Risk Manager
1402 West King Street
P.O. Box 603
Carson City, NV 89703/89702

The Project/contract number and Project description shall be noted on the certificate of insurance at any time.

- 8.1.5 The OWNER reserves the right to require and obtain complete, certified copies of any insurance policies required by the Contract Documents at any time. Complete copies of policies shall be furnished by the CONTRACTOR and by any Subcontractor or Sub-Subcontractor within ten (10) days after a written request is issued by the OWNER. In lieu of a required certificate of insurance the CONTRACTOR may furnish an original binder signed by an authorized representative of the insurer(s) for a maximum of sixty (60) days from the date of inception of the associated policy(ies).
- 8.1.6 With respect only to the bonds required by Section 8.6 (Performance and Payment Bonds), the CONTRACTOR shall furnish the OWNER with properly executed bonds on forms acceptable to the OWNER and shall have affixed to each bond a certified copy of a current power of attorney of the attorney-in-fact who executed the bond on behalf of the surety.
- 8.1.7 All insurance policies must be specifically endorsed to provide the OWNER with forty-five (45) days written notice of cancellation, non-renewal or restriction of coverage. Until such time as the insurance is no longer required by the OWNER, the CONTRACTOR shall provide the OWNER with renewal or replacement evidence of insurance in the manner described herein no less than thirty (30) days before the expiration or replacement of the required insurance.
- 8.1.8 All insurance policies shall contain a waiver of subrogation against the OWNER, the OWNER's officers, agents and employees, and the Architect, the Architect's officers, agents and employees, for losses arising from the Work.
- 8.1.9 Insurers or sureties shall have and maintain throughout the period for which coverage is required, an A.M. Best Company Rating of "A-" or better and an A.M. Best Company Financial Size Category of "VII" or better, unless specifically waived by the OWNER.
- 8.1.10 Insurers or sureties providing the insurance or providing the bonds required by this Contract must be either:
- A. Authorized by certificates of authority issued by the Department of Insurance of the State of Nevada; or
 - B. With respect only to the coverage required by Section 8.2 (Workers Compensation), be authorized as a self-insurer under NRS Section 616.291.
- 8.1.11 The insurance provided by the CONTRACTOR and its Subcontractors pursuant to this Contract shall apply on a primary basis and any other insurance or self-insurance maintained by the OWNER or an OWNER's official, officer, agent or employee shall be in excess of and not contributing to the insurance provided by or on behalf of the CONTRACTOR. Coverage maintained by the CONTRACTOR or its Subcontractors shall apply first, before any other insurance, on a primary basis, and without application of a deductible or self-insured retention unless otherwise specifically agreed to by the OWNER. Such approval shall not relieve the CONTRACTOR from payment of any deductible or self-insured retention.
- Deductibles and Self-Insured Retentions:
- Any deductible or self-insured retention shall not exceed \$100,000.00 per occurrence, unless otherwise approved by the OWNER in writing.
- 8.1.12 If at any time during the period when insurance is required by the Contract, an insurer or surety shall fail to comply with any of the foregoing minimum requirements, as soon as the CONTRACTOR has knowledge of any such failure, the CONTRACTOR shall immediately notify the OWNER and immediately replace such insurance or bond with an insurer or surety meeting the requirements.
- 8.1.13 Neither approval by the OWNER nor failure to disapprove the insurance furnished by the CONTRACTOR or its Subcontractors shall relieve the CONTRACTOR of the CONTRACTOR's full responsibility to provide the insurance and bonds required by the Contract. Further, compliance with the insurance and bond requirements of this Contract shall not limit the liability

of the CONTRACTOR or its Subcontractors, employees or agents to the OWNER or others, and shall be in addition to and not in lieu of any other remedy available to the OWNER under this Contract or otherwise, including, but not limited to, the indemnity provisions stipulated in Subsection 3.15.

8.2 WORKERS COMPENSATION

8.2.1 The CONTRACTOR's Workers Compensation insurance shall comply with all statutory requirements of the State of Nevada. The CONTRACTOR's insurance or authorized self-insurance shall cover the CONTRACTOR, and to the extent not otherwise insured, its Subcontractors of every tier for those sources of liability which would be covered by the standard Workers Compensation Policy as prescribed in NRS Chapter 616 and Employers Liability coverage without restrictive endorsements. Where appropriate, coverage shall be included for any other applicable federal or state law, including but not limited to, the Longshore and Harbor Workers Compensation Act, Maritime including Jones Act, and Federal Employers Liability Act.

8.2.2 Subject to the restrictions of coverage found in the Nevada Industrial Insurance Act (NRS Chapter 616), there shall be no maximum limit on the amount of coverage for liability imposed by this Act, the Longshore and Harbor Workers Compensation Act, or any other coverage customarily insured under Part One of a standard Workers Compensation Policy. The minimum amount of coverage for those coverages insured under Part Two of the Standard Workers Compensation Policy (inclusive of any amounts provided by an umbrella or excess policy) shall be those amounts stated under Subsection 8.7 (Required Limits of Insurance).

8.2.3 Workers' Compensation and Employer's Liability Insurance is always required for any CONTRACTOR who uses employees or Subcontractors.

Nevada law allows the following to reject workers' compensation coverage if they do not use employees or Subcontractors in the performance of work under the contract:

- Sole proprietors (NRS 616B.627 and NRS 617.210)
- Unpaid officers of quasi-public, private or nonprofit corporations (NRS 616B.624 and NRS 617.207)
- Unpaid managers of limited liability companies (NRS 616B.624 and NRS 617.207)
- An officer or manager of a corporation or limited liability company who owns the corporation or company (NRS 616B.624 and NRS617.207)

If a contractor has rejected workers' compensation coverage under applicable Nevada law, the contractor must indicate the basis for the rejection of coverage and complete, sign and have notarized an Affidavit of Rejection of Coverage. The Affidavit must be completed, signed and notarized prior to performance of any work.

8.3 COMMERCIAL GENERAL LIABILITY

8.3.1 The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Commercial General Liability Coverage Form CG-00-01 or a substitute form providing equivalent coverage at least as broad as filed for use in the State of Nevada by the Insurance Services Office, without the attachment of restrictive endorsements except that coverage for Medical Payments and Fire Damage Legal Liability may be eliminated. The policy shall cover all liability arising from premises-operations; broad form contractual liability; products and completed operations; use of CONTRACTORs and Subcontractors, personal injury; broad form property damage, and explosion, collapse, and underground work (XCU) if the Project involves such hazards.

8.3.2 The CONTRACTOR shall maintain per Project coverage with separate limits of coverage applicable only to the work performed under the Contract. The minimum limits to be maintained

by the CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall be those that would be provided with the attachment of ISO endorsement - Amendment of Limits of Insurance (Designated Project or Premises) - to a Commercial General Liability Policy with the minimum amounts stated under Section 8.7 (Required Limits of Insurance).

8.3.3 The CONTRACTOR shall continue to maintain the required Commercial General Liability coverage along with Products/Completed Operations coverage, without restrictive endorsements, for a period of three years after the date that the Certificate of Substantial Completion is issued. The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall be the amounts stated under Section 8.7 (Required Limits of Insurance).

8.3.4 Carson City School District, its trustees, administrators, managers, directors and officers, employees and agents shall be named as Additional Insured's under the General Liability using the applicable ISO endorsement CG form (Additional Insured-OWNERS, Lessees, or Contractors Completed Operations Forms CG-20-10-10-01 and CG-20-37-10-01). Alternative Insured-OWNERS, Lessees, or CONTRACTORS endorsements may be acceptable when approved beforehand in writing by the OWNER.

NOTE: Endorsement Form must be included with the Certificate of Insurance

8.4 COMMERCIAL AUTO LIABILITY

8.4.1 The CONTRACTOR's insurance shall cover the CONTRACTOR for bodily injury and property damage as afforded under a standard commercial auto liability policy, including coverage for liability contractually assumed. Coverage shall be provided for owned, non-owned, and hired autos used in connection with this Contract.

8.4.2 The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall be the amounts stated under Section 8.7 (Required Limits of Insurance).

8.5 PROPERTY INSURANCE

8.5.1 If the Contract includes construction of or additions to buildings or structures, the CONTRACTOR shall provide all risk Builders Risk insurance on a form which is no more restrictive than that afforded by the latest editions of Insurance Services Office Builders Risk Coverage Form and Causes of Loss-Special Form, and including coverage for Collapse During Construction. If the Contract includes both construction of or additions to buildings or structures and the installation of machinery or equipment, Builders Risk insurance shall include coverage during transit and during post-installation testing. If the Contract is solely for the purpose of installation of machinery or equipment in existing buildings or structures, the CONTRACTOR shall provide an all risk Installation Floater including coverage during transit and during post-installation testing.

8.5.2 For Builders Risk the amount of insurance is to be one hundred percent (100%) of the completed value of such addition(s), building(s) or structure(s), and recovery shall be based on completed replacement value of the entire structure. In the case of a remodel or renovation project, the replacement value shall be deemed to be \$500,000.

8.5.3 The amount of insurance for an Installation Floater shall be one hundred percent (100%) of the installed replacement cost value, and recovery shall be based on the installed replacement cost.

8.5.4 The Builders Risk Policy or the Installation Floater must not be subject to any limitation or exclusion of coverage because of occupancy of the building(s), addition(s) or structure(s) in the course of construction or the putting to use of the machinery or equipment. The policy must be endorsed to provide that, subject to the notice of cancellation requirement, coverage will continue to apply until the Certificate of Substantial Completion is issued by the OWNER for the building(s), building addition(s) or structure(s), or the machinery or equipment.

8.5.5 The OWNER shall be named on the policy as additional insured.

8.6 PERFORMANCE AND PAYMENT BONDS

8.6.1 Performance and Payment Bonds are required for all contracts in excess of \$100,000 (per NRS 339.025). The CONTRACTOR is responsible for furnishing the required Performance and Payment Bonds (including those required for Subcontractors) in a form acceptable to the OWNER for one hundred percent (100%) of the Contract Sum. Performance and Payment Bonds shall be furnished within the time stipulated in the CONTRACTOR Bid Proposal Instructions.

8.6.2 Each Subcontractor who will perform work in excess of \$50,000 or 1% of the Contract Sum, whichever is greater, shall furnish Performance and Payment Bonds, each in the amount of 100% of the Subcontractor's bid (per NRS Section 339.025). The required bonds shall be procured and furnished to the OWNER prior to the Subcontractor performing any work on the Project. Failure of a Subcontractor to furnish the required bonds shall be sufficient justification for the OWNER to require that the CONTRACTOR replace the Subcontractor, with another Subcontractor that is acceptable to the OWNER, at no additional cost to the OWNER.

8.7 REQUIRED LIMITS OF INSURANCE

Work under this contract will not be authorized until the contractor has provided evidence of insurance that meets the following requirements:

8.7.1 The minimum amounts of insurance (inclusive of any amounts provided by an umbrella or excess policy) shall be as follows:

Commercial General Liability Insurance:

Minimum limits for all contract amounts are to be applicable only to work performed under this Contract and shall be those that would be provided with the attachment of the Amendment of Limits (Designated Project or Premises) endorsement.

Commercial General Liability (MINIMUM LIMITS)

Each Occurrence	\$1,000,000
Products/Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
General Aggregate	\$2,000,000

Although Builders Risk insurance currently is not being provided by the CONTRACTOR, in the event OWNER requests such insurance to be provided by CONTRACTOR, the extent, coverage, deductibles, etc., shall be discussed and agreed upon in writing.

8.7.2 Business Automobile Liability: (MINIMUM LIABILITY LIMITS)

Owned, Non-Owned, or Hired Automobiles \$1,000,000 per accident, combined single limit.

8.7.3 Workers Compensation/Employers Liability Insurance

Provide Workers Compensation/Employers Liability insurance as may be required by applicable federal or state laws.

8.7.4 Umbrella or Excess Liability Insurance:

Umbrella or excess liability insurance may be used to achieve the above minimum liability limits. The Umbrella or excess liability insurance policy must be endorsed to the Carson City School District as being "As Broad as Primary Policy".

8.7.5 Cross-Liability:

All required liability policies shall provide cross-liability coverage.

8.7.6 General Insurance Requirements:

The Risk Manager may make exceptions (for higher or lower limits) if it is determined that the exposure is more or less than contemplated by these requirements.

(R. Russell 06-18-2020)



DEPARTMENT OF INNOVATION & TECHNOLOGY

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COMMUNICATIONS SYSTEMS CONSTRUCTION STANDARDS

PURPOSE:

To ensure that the districts communications networks are treated as an essential component of all new and renovated district buildings. As such, networks should be designed and funded as part of the basic building infrastructure, just as electrical wiring and plumbing are presently funded. This will also ensure that all faculty, staff, and students in new or renovated buildings will receive readily accessible network connectivity.

To ensure that all new or renovated district networks can reliably communicate with all other networks and ensure common standards throughout the district.

Implementation of these network standards is straightforward. Anytime an area is involved in planning a network, renovating an existing network, building a new building, or renovating an existing space, The CCSD Technology Department must be consulted, prior to the start of the project. Our staff will work with you to smooth out the details, including complying with CCSD networking standards in all phases of your project. We will also assist you in ensuring that all appropriate network costs are included in your project budgets.

1 GENERAL:

- a. The Director of Information Technology or his/her designee must approve in advance all Data/Telecommunication network designs and installations as well as verify upon completion of the project that all CCSD standards have been met.
- b. This document outlines the minimum standards. Whenever and wherever OSHA and/or federal, state, and/or local laws or regulations and/or design require higher standards than is included in this document, then these laws and/or regulations and/or design shall be followed.
- c. All work shall be executed by persons certified/skilled in the work to which they are assigned; this shall include all copper and fiber connections, including testing.
- d. All materials and equipment in the project shall be new (unless specified otherwise), and produced by manufactures of recognized reputation.
- e. The CCSD IT Department reserves the right to specify any and all materials, parts and equipment used in the project. For a list of specified cabling, components, and other items, please refer to Appendix A. We reserve the right to, without notice, change or replace any items on this list. Please be sure to obtain the most recent revision of this document prior to beginning the project. Items not listed in Appendix A, that are needed to complete a project, need to be submitted for approval prior to use.

2 COPPER DIGITAL (DATA/VOIP) – PREMISE WIRING:

- a. This section shall govern products and installation of copper data communication premise wiring (Vertical, Horizontal, Patch, Etc...).
 - i. Cabling installations must comply with TIA/EIA-568 standards.
 - ii. Cabling must be CAT6 UTP certified and grey in color.
 - iii. Minimum of 6 ft. service loop at all wiring closet termination points for all horizontal and vertical premise cabling.
 - iv. Modular connectors, patch panels, and all other connection points must be CAT6 rated.
 - v. Data/VOIP Modular CAT6 jacks must be grey in color.
 - vi. Cables must not be booted.
 - vii. Patch panels must be utilized for all wiring closet terminations.
 1. 24 port “quickport” patch panels are required. If a higher port density is called for, multiple 24 port quickport patch panels can be used, but they must be spaced 1U apart to allow for networking equipment to be inserted.
 2. 48 port panels of any kind are strictly prohibited
 - viii. All premise cabling installations must be performed by a certified/skilled cable installer, certified by Berk-Tek.
 - ix. All premise cabling ends must be labeled in accordance with CCSD labeling standards.
 - x. All cabling termination points (Patch Panels, Modular Jacks, and Modular Connectors) must be labeled in accordance with CCSD labeling standards.
 - xi. All premise wiring must be tested after installation to verify that it is working and in compliance with CAT6 ANSI/TIA/EIA 568 standards.
 - xii. T568B pin assignments must be used
 - xiii. Patch cables must not exceed 5 meters at the patch panel or between the network jack and the endpoint device.
 - xiv. Cable management panels, wire ties, velcro, wall anchors, and other applicable cable management methods must be used where applicable to contain excess cabling.
 - xv. Installations must include a 15 year manufacturer warranty on all associated cables and components.
 - xvi. For high availability and expansion purposes, a minimum of two CAT6 cables shall be installed at each network drop (wall port) location.

3 COPPER ANALOG (VOICE) – PREMISE WIRING:

- b. This section shall govern products and installation of copper analog voice communication premise wiring (Vertical, Horizontal, Patch, Etc...).
 - i. Cabling installations must comply with ANSI/TIA standards.
 - ii. Cabling must be CAT6 UTP certified and grey in color.
 - iii. Minimum of 6 ft. service loop at all wiring closet termination points for all horizontal and vertical premise cabling.
 - iv. Modular connectors, patch panels, and all other connection points must be CAT6 rated.
 - v. Analog Modular jacks must be white in color.
 - vi. Cables must not be booted.
 - vii. Patch panels must be utilized for all wiring closet terminations.
 - 1. 24 port patch panels are required. If a higher port density is called for, multiple 24 port patch panels can be used.
 - viii. All premise cabling installations must be performed by a certified/skilled cable installer, certified by Berk-Tek.
 - ix. All premise cabling ends must be labeled in accordance with CCSID labeling standards.
 - x. All cabling termination points (Patch Panels, Modular Jacks, and Modular Connectors) must be labeled in accordance with CCSID labeling standards.
 - xi. All premise wiring must be tested after installation to verify that it meets specifications.
 - xii. Cable management panels, wire ties, velcro, wall anchors, and other applicable cable management methods must be used where applicable to contain excess cabling.
 - xiii. Installations must include a 15 year manufacturer warranty on all associated cables and components.

4 FIBER - PREMISE CABLING:

- a. This section shall govern products and installation of fiber data communication premise wiring (Vertical, Horizontal, Patch, Etc...).
 - i. Cable must be 50/125 multimode, Aqua in color, and not exceed 150 meters, unless otherwise specified.
 - ii. Must comply with OM4 standard.
 - iii. Connectors, patch panels, and all other fiber connection/termination points must be OM4 50/125 multimode fiber rated.
 - iv. Minimum of 6 ft. service loop at all wiring closet termination points for all horizontal/vertical premise cabling.
 - v. Wall mounted fiber distribution/termination boxes must be used at both ends of all horizontal and vertical fiber cable runs, unless otherwise specified.
 - vi. Rack mounted fiber distribution/termination panels may also be required depending on the installation location and shall be coordinated with the CCSD IT Department.
 - vii. Connectors will generally be LC, or LC-Duplex, but may vary depending on the project and shall be coordinated with the CCSD IT Department prior to ordering.
 - viii. Fiber patch cable length will vary by project and shall be coordinated with the CCSD IT Department prior to ordering.
 - ix. All premise cabling ends must be labeled in accordance with CCSD labeling standards.
 - x. All fiber distribution/termination boxes and distribution panels must be labeled in accordance with CCSD labeling standards.
 - xi. Cable management panels, wire ties, velcro, wall anchors, and other applicable cable management methods must be used where applicable to contain excess cabling.
 - xii. The installation of all fiber optic cabling and related terminations and equipment shall be by a trained technician with a minimum of (2) years of experience and certified by Berk-Tek. The contractor/installer shall be responsible for furnishing all specialized tools required for proper installation.
 - xiii. Installations must include a 15 year manufacturer warranty on all associated cables and components.

5 EQUIPMENT RACKS:

- a. This section shall govern the products and installation of equipment racks.
 - i. Rack width must be 19 inches and comply with EIA 310-E standards.
 - ii. Rack type will depend on application and shall be coordinated with the CCSD IT Department.
 - iii. Racks will not contain pre-drilled holes, only cage-nuts.
 - iv. Rack height will vary by project and shall be coordinated with the CCSD Technology Department.
 - v. Enclosed lockable racks shall be used in all circumstances and shall be coordinated with the CCSD Technology Department.
 - vi. Dependent upon the situation, enclosed racks must be equipped with a functioning exhaust fan. Coordinate with CCSD Technology for further instruction.
 - vii. Wall mount racks must be equipped with front and rear swing hinges to allow access from both ends.
 - viii. Racks must have a minimum of 21 inches of usable depth.
 - ix. A single 4-plex power outlet shall be installed directly above and outside of the rack. A knockout or other opening must be provided for power cable routing.
 - x. Power and data cables must be routed through separate openings.
 - xi. A rack mount surge protector, specifically APC #NET9RMBLK must be used.
 - xii. Nothing shall be installed in the rack that would limit the usable depth, such as Type-66 Telco Splice Blocks, power outlets, fiber distribution boxes, etc.
 - xiii. A "25-pair" cable and associated Type-66 Telco Splice Block is required to be installed with each rack in most cases and shall be run back to the main phone panel. Since circumstances will vary, this shall be coordinated with the CCSD Technology Department.

6 DOCUMENTATION:

- a. This section shall govern the documentation required to be provided to the CCSD Technology Department.
 - i. Contractor is to submit to the CCSD Technology Department a complete documentation package prior to commencement of the project. The package shall include:
 1. Drawings – must show all network drop locations digital/analog and general cable routing.
 2. Any item of work not clearly included, specified or shown, and any errors or conflict between project drawings, specifications, codes and field conditions shall be clarified by a written request to the CCSD Technology Department.
 3. Materials listing – a complete list of all materials used, including manufacturer, part number, and distributor (name, address and phone number), unless the components are on the Specified Equipment List in Appendix A.
 4. Cut-sheets of all proposed components are required, unless the components are on the Specified Equipment List in Appendix A.
 5. Qualifications summary – must detail the experience, training, and certification(s) of all personnel who will be working on the project.

Should the contractor commence work prior to approval of submittals, any additional costs shall be borne by the contractor.

- ii. Contractor is to provide to the CCSD Technology Department a complete network documentation package upon completion of the project. The package shall include:
 1. As built drawings – must show all network drop locations digital/analog and general cable routing.
 2. Materials listing – a complete list of all materials used, including manufacturer, part number, serial number if applicable, IP address, DNS name, distributor (name, address and phone number), and user/service manuals if applicable, unless the components are on the Specified Equipment List in Appendix A.
 3. Printed test certifications on all installed copper and fiber cable runs, to verify compatibility with ANSI/TIA/EIA, or ISO/IEC standards.

7 LABELING:

- a. This section shall govern the identification and labeling of the communications cabling system.

Identification/Labeling Identifier Table:

Identifier	Description of Identifies
Bld## (Bld01-Bld99)	Building Number
cs (01-99)	Communications space
R## (R01-R99)	Communications Rack
pp (A-Z)	Patch Panel
P## (01-24)	Patch Panel Port
uid	Unique ID Number

Identification/Labeling Example Table:

Description	Identifier	Example
Horizontal Link ID	[cs][R##]-[pp][P##]	01R01-B24
Vertical Link ID	[cs][R##]-[pp][P##]	01R01-B24
Intra-Building Back Bone Link ID	[cs]/[cs]-[uid]	01/07-01
Inter-Building Back Bone Link ID	[Bld##-cs]/[Bld##-cs]-[uid]	Bld03-01/Bld01-07-03
Wall Jack ID	[cs][R##]-[pp][P#]	01R01-B24

- i. All labels shall be machine-printed, crisp, clear, non-smearing and extremely legible.
- ii. Label color shall be black lettering on white background.
- iii. Labels shall be durable for the life of the system (the 15+ year manufacturer system warranty); Labels which can be easily removed shall not be utilized.
- iv. Labels should be sized according to cable diameter, faceplate, and readability.
- v. Labels shall be thermal-transfer type, and utilize self-adhesive labels.
- vi. Handheld labelers such as; Brady - IDXPRT, Dymo - Rhino, Hellermann Tyton - Spirit 2100, Panduit - LS8E or LS9 are acceptable.
- vii. Install labels in such a way as to be physically and visually accessible.
- viii. Labels must be installed within 6 inches of cable ends, in the case of wall jacks and patch panels, directly above the modular jack or in the designated labeling area.
- ix. Remove any temporary/superseded labels and ensure no permanent labels were damaged during construction.

8 CLEANING:

- a. This section shall govern the minimum cleaning requirements
 - i. At the completion of the work required and prior to acceptance by the CCSD Technology Department, thoroughly clean all exposed equipment, fittings, fixtures and accessories.
 - ii. Old copper cables, fiber cables, and equipment that is no longer in service must be completely removed.
 - iii. At the completion of work each day, the contractor shall clean all work areas of debris, trash, dust, etc.
 - iv. All ceiling tiles shall be reinstalled and materials placed in the designated storage area(s).
 - v. During work, all computers, bookshelves, desks, televisions, etc. shall be covered with drop cloths to protect from dust and debris. Drop cloths shall be removed at the end of each day of work.
 - vi. All areas shall be restored to a normal condition, as found, at the end of each day of work, unless prior district approved arrangements have been made.

APPENDIX A

SPECIFIED EQUIPMENT LIST

Part Number	Manufacturer	Color	Quantity	Description
CAT6 COPPER CABLE				
11096490	Berk-Tek	Dark Grey	1000 Ft.	LANmark 1000 Enhanced CAT6 Riser Cable - Box
11091087	Berk-Tek	Dark Grey	1000 Ft.	LANmark 1000 Enhanced CAT6 Plenum Cable - Box
10032678	Berk-Tek	Dark Grey	1000 Ft.	LANmark 1000 Enhanced CAT6 Patch Cable - Box
WALL PLATE				
42080-[?]WS	Leviton	White	1	QuickPort - Single-Gang, With ID Window, Up To 4 Ports
42080-[?]WP	Leviton	White	1	QuickPort - Dual-Gang, With ID Window, Up To 4 Ports
WALL JACK				
61110-RG6	Leviton	Grey	1	eXtreme 6+ QuickPort Connector CAT6
61110-BG6	Leviton	Grey	25	eXtreme 6+ QuickPort Connector CAT6
PATCH PANEL - FLAT				
49255-H24	Leviton	Black	1	1RU 24 Port QuickPort Flat Panel (Empty)
69270-U24	Leviton	Black	1	1RU 24 Port QuickPort Flat Panel (Full)
WALL-MOUNT ENCLOSED PACK				
11840-724	CPI	Black	1	Cube-iT Plus Cabinet System, (Physical Dimensions - 24"h x 24"w x 24"d), (Usable Dimensions Height 12RU, width 19" EIA-310-D, Depth 22.8")
11900-736	CPI	Black	1	Cube-iT Plus Cabinet System, (Physical Dimensions - 36"h x 24"w x 24"d), (Usable Dimensions Height 18RU, Width 19" EIA-310-D, Depth 22.8")
12804-701	CPI	Black	1	Cube-iT Cabinet System Fan Kit, 100CFM, 115VAC, 50/60Hz
4 POST ENCLOSED RACK AND VENTILATION				
RACK-151-42U	RackSolutions	Black	1	Server Cabinet Enclosure Model - 1000mm depth x 600mm width
RACK-151-FANTRAY-6	RackSolutions	Black	1	Server Cabinet Roof Fan Tray
SURE PROTECTOR				
NET9RMBLK	APC	Black	1	1RU Black Rack-mount SurgeArrest 9 Outlet 120V 1700 Joules
RACK-MOUNT FIBER DISTRIBUTION HOUSING				
5R1UM-S03	Leviton	Black	1	1RU, empty, with sliding tray, accepts 3 adapter plates
5F100-2QL	Leviton	Aqua	1	Plate (aqua), 50 µm LOMM (OM 3 & 4) Duplex, 12-fiber, zirconia ceramic sleeve
OM4 FIBER OPTIC CABLE				
PDR006FB3010/F5-I/O	Berk-Tek	Aqua	6 F	OM4 50/125 Multimode Tight-Buffered Cable, Indoor Riser
PDP006FB3010/F5-I/O-C4	Berk-Tek	Aqua	6 F	OM4 50/125 Multimode Tight-Buffered Cable, Indoor Plenum
PDRK006FB3010/F5	Berk-Tek	Aqua	6 F	OM4 50/125 Multimode Tight-Buffered Cable, Indoor Riser Armored
PDPK006FB3010/F5	Berk-Tek	Aqua	6 F	OM4 50/125 Multimode Tight-Buffered Cable, Indoor Plenum Armored

PART ONE - GENERAL**1.01 Description**

- A. Work to be performed and reimbursed on a unit price basis, and quantity allowances associated with specific unit prices are described on the Drawings and in pertinent sections of the Bidding Documents.

1.02 Related Documents

- A. Refer to the Contract Agreement, Instructions to Bidders, Bid Form, Specifications, and Drawings for information related to unit prices and performance of the associated work.

1.03 Definitions

- A. Unit price is a price per unit of measurement for a specific part of the work, added to or deducted from the contract sum by appropriate modification, if the expended quantities of work are more than or less than the quantities required by the Bidding Documents for that specific type of work.
 - 1. Unit prices shall include associated materials, installation, labor, equipment, delivery, taxes, insurance, services, overhead, and profit.
 - 2. The unit of measurement for each unit price shall be as specified.
 - 3. A single price is established for each unit price bid item, which shall apply for either more than or less than the quantity of work required by the Bidding Documents.
- B. Quantity allowance is a stipulated quantity of a specific part of the work, which is to be accounted for on a unit price basis during the performance of the work. Quantity allowances may be stipulated for some, or all of the unit prices defined by the Bidding Documents and shall be distributed within the Base Bid or Alternate Bid items as described.
 - 1. Where bids are to include stipulated quantity allowances for specific unit prices, this information is provided in Summary of Work notes on the Drawings.

1.04 Procedures

- A. Each quantity allowance and the associated value shall be separately listed on the Contractor's schedule of values, to be tracked individually when processing applications for payment. Allowances shall be distributed by roof section to match the specified quantities.
- B. The total value of each quantity allowance line item shall be calculated by multiplying the corresponding unit price from the Contract Agreement times the stipulated quantity allowance.
- C. Progress payment applications shall only include expended, documented, and approved draws against the total of each applicable line item.
- D. Methods of measurement, reporting and approval processes, and reimbursement for unit price-based work shall be as specified elsewhere in the Bidding Documents.
- E. Performance of any unit price-based work that could increase the contract sum, whether or not there is an associated quantity allowance, shall be authorized by the Owner prior to proceeding. Failure to obtain the Owner's approval may result in rejection of any associated requests for reimbursement.

- F. Contract change orders shall be issued to increase or decrease the contract sum and/or contract schedule, based on the actual approved unit price work performed compared to quantities defined by the Bidding Documents. When the unit price-based parts of the project scope of work have been completed, the Owner will deduct unexpended quantity allowances from the contract sum via change order.
- G. If the Contractor fails to facilitate the specified reporting, tracking, and/or Owner approval of unit price-based work, the Owner shall then have the right to reject the Contractor's request for reimbursement of additional work; or may execute a unilateral change order to deduct the value of any quantity allowance work that is unsubstantiated.

PART TWO – PRODUCTS

2.01 No products are required in this section.

PART THREE – EXECUTION

3.01 Schedule of Unit Prices and Units of Measurement

Item number matches items listed on Bid Proposal Form – Exhibit A

<u>Item No.</u>	<u>Description and Unit of Measure</u>
No. 1	Description: Add or delete Acton Code 2.01 – Repair of Damaged Membrane to/from the scope of work. Refer to the Drawings and Section 07 01 50.62 – Repair of Existing Roof System. Unit of Measure: Per square foot
No. 2	Description: Add or delete Acton Code 3.01 – Repair of Damaged Wall Flashing to/from the scope of work. Refer to the Drawings and Section 07 01 50.62 – Repair of Existing Roof System. Unit of Measure: Per square foot
No. 3	Description: Add or delete Acton Code 4.04 – Replace Penetration Flashing to/from the scope of work. Refer to the Drawings and Section 07 01 50.62 – Repair of Existing Roof System. Unit of Measure: Each
No. 4	Description: Add or delete Acton Code 4.10 – Replace Pitch Pan to/from the scope of work. Refer to the Drawings and Section 07 01 50.62 – Repair of Existing Roof System. Unit of Measure: Each
No. 5	Description: Add or delete Acton Code 6.03 – Replace Drain Flashing to/from the scope of work. Refer to the Drawings and Section 07 01 50.62 – Repair of Existing Roof System. Unit of Measure: Each

<u>Item No.</u>	<u>Description and Unit of Measure</u>
No. 6	Description: Add or delete Acton Code 7.02 - Prune Adjacent Vegetation to/from the scope of work. Refer to the Drawings and Section 07 01 50.62 – Repair of Existing Roof System. Unit of Measure: Each

- End of Section -

PART ONE – GENERAL**1.01 Description**

- A. This section outlines the administrative procedures and requirements in effect under this contract. The Contractor shall advise all their administrative personnel, field personnel, and subcontractors of the requirements of this section.

PART TWO – PRODUCTS**2.01 No products are required in this section.****PART THREE – EXECUTION****3.01 Project Meetings**

- A. Preconstruction Meeting
 - 1. Preconstruction meeting will be scheduled within 14 days after the Owner has issued notice to proceed. Attendance by authorized representatives of the Contractor and all major subcontractors is required. The Owner's Representative will advise other interested parties and request their attendance, unless the specifications assign this responsibility to others.
 - 2. Minimum Agenda – Review and discuss the following:
 - a. Introduce Representatives of the Owner, Consultant, Contractor, subcontractors, and Manufacturer
 - b. Organizational arrangement and responsibilities of Contractor's and subcontractor's personnel
 - c. Channels and procedures for communication
 - d. Contractor's preliminary construction schedule including bar chart schedule, graphic schedule and sequence plans, and critical path items
 - e. Owner-furnished scope of work and/or coordination items that require action by Owner's Representative
 - f. Scheduling of project meetings
 - g. Status of submittals, shop drawings and other data submitted to the Owner for review
 - h. Invoicing procedures, schedule of values, unit prices, and quantity allowances
 - i. Contractor's daily reports and unit price work tracking/verification
 - j. Processing of field decisions, change directives, and change orders
 - k. Rules and regulations governing performance of the work

- l. Logistics, staging, access, parking, protection, rain day activities, interior responsibilities, and other related matters
 - m. Procedures for safety and first aid, security, emergency procedures, housekeeping, and other related matters
 - n. Manufacturer inspections and quality control
 - o. Final inspection and project closeout
 - p. Review project scope, including project manual, addenda, and drawings
 - q. Address questions or clarifications regarding the project
- B. Progress Meetings
- 1. Progress meeting shall be held in conjunction with site visits by the Consultant, when requested by the Owner, Consultant, or Owner's Representative.
 - 2. Unless otherwise approved by the Owner's Representative, the Contractor shall assign the same person or persons to represent the Contractor and major subcontractors at project meetings throughout progress of the work. Subcontractors, material suppliers, and others may be invited to attend those project meetings in which their aspects of the work are involved.
 - 3. Typical Agenda
 - a. Review, revise as necessary, and approve minutes of previous meeting.
 - b. Review progress of the work since last meeting including bar chart schedule and graphic schedule and sequence plans.
 - c. Identify problems that impede planned progress and critical path, if applicable.
 - d. If necessary, discuss Contractor's recommended strategy and corrective measures to complete the work within the timeframe set forth in the contract agreement.
 - e. Review and plan future activities, including coordination by Owner's Representative and/or Contractor.
 - f. Review status and deadlines for administrative processes.
 - g. Review any outstanding action items and establish procedures and dates for resolution.
 - h. Complete other current business.
 - 4. The proceedings of these meetings will be recorded by the Owner's Representative and distributed to meeting attendees and other project team members.
 - 5. The Owner's Representative conducting meetings, recording and distributing meeting minutes on behalf of the Owner will not be construed as coordinating or scheduling Contractor's work.

3.02 Submittals**A. Submittal Requirements**

1. Transmit each submittal with transmittal letter indicating date, project title, project number, Contractor's name and address and description of content.
2. Required submittals are listed in Section 01 33 24 – Schedule of Pre-Job Submittals.
3. Submittal requirements are found here and in the technical sections of the specifications. Contractor shall complete submittals as required by the Contract Documents and revise and resubmit as necessary to establish compliance with the specified requirements.
4. Prior to each submittal, Contractor shall carefully review and coordinate all aspects of each item being submitted, and check each submittal to verify conformance with the requirements of the Contract Documents. Certify this coordination has been performed by affixing the Contractor's review stamp and signature to each submittal.
5. Contractor shall electronically transmit submittals to the Owner's Representative, as Portable Document Format (PDF) files. **Contractor shall not secure or password protect electronic files.**
6. Submittals shall be organized in the Portable Document Format (.pdf) file with a divider page for each section of the specifications, as indicated on the schedule of pre-job submittals. All submittals required under each tab shall be placed in the same order as indicated on the schedule. The Contractor's transmittal letter shall be provided as the first page of the document.
7. Delays caused by tardiness in receipt of submittals, or caused by not providing submittals in the specified format, will not be an acceptable basis for extension of the contract completion date.
8. Review by the Owner's Representative will not be construed as a complete check but only that the general method of construction and detailing is satisfactory. Review will not relieve the Contractor from responsibility for errors that may exist.
9. The Owner reserves the right to delay the project start and/or withhold payment until pre-job submittals are complete and reviewed.

B. Submittal Schedule

1. Contractor shall transmit submittals allowing the Owner's Representative 14 calendar days of review time. All submittals shall be made far enough in advance of scheduled dates for installation to provide all time required for reviews, for possible revisions and resubmittals, and for placing orders and securing delivery.

C. Shop Drawings and Coordination Drawings

1. Submitting shop drawings is a project requirement. Shop drawings are required for:
 - a. Any proposed deviations from project drawings (submittal does not constitute approval). Clearly mark all such deviations as "proposed change to Contract Documents."

- b. Tapered insulation layout, cross sections of profiles, and details of fabrication.
 - c. Sheet metal fabrication, metal type and gauge, joining methods, fastener types, fastener placement, and sealant joint installation.
 - d. As required elsewhere in the Contract Documents.
2. Shop drawings shall have the following attributes:
- a. All shop drawings shall be of sufficient scale to show all pertinent aspects of the item.
 - b. Provide one copy of each sheet.
 - c. Shop drawings shall show dimensions of fabricated items, joining methods, fastener type and frequency, and relationships of building components.
 - d. Shop drawings shall show more detail, not less, than the Contract Documents.
- D. Manufacturer's Literature
1. Submit Manufacturer's literature for materials being incorporated into the work. Where contents of submitted literature from Manufacturer include data not pertinent to the submittal, clearly indicate which portion of the contents is being submitted for review.
- E. Samples
1. Samples need not be submitted for items specified by product name and Manufacturer unless a decision is required regarding color, style, or finish. Samples shall be of the precise article proposed to be furnished.
2. Unless the precise color is specifically described in the Contract Documents, submit accurate color charts to the Owner's Representative for review and selection whenever a choice of color is available in a specified product.
- a. If providing electronic submittals, provide supplemental color charts and/or physical material samples for color selection under separate cover. Color selections will not be determined from electronic versions of color charts or samples, unless specifically allowed by the Owner's Representative.
 - b. Unless otherwise specified, submit two copies and/or samples.
3. Submit other samples as called for in individual specification sections.
- F. Notice of Award/Guarantee Application
1. Submit copy of notice of award or guarantee application to the roof system Manufacturer and accessory Manufacturers, as required to deliver all specified warranties.
- a. All project information shall be accurately and completely filled out by the Contractor, and shall be based on the specified requirements.

- b. Roof section identification references (e.g. numbering or lettering tags) shall match those referenced in the Contract Documents so the Manufacturer's records and final warranty documents are properly coordinated with the project areas.
 - c. Benchmark, Inc. shall be noted as the designer of record where this information is requested on the Manufacturer's forms.
 2. When available, submit written approval of notice of award or guarantee application from the Manufacturer(s).
 - a. Prior to submitting this information to the Owner's Representative for review, Contractor shall review for conformance with the requirements of the Contract Documents and coordinate the revision of any deviations.
- G. Substitutions
 1. Do not substitute alternative products, equipment, or installation procedures unless allowed by the Contract Documents, and then only after the Owner's Representative has provided written authorization.
 2. Evaluation of proposed substitutions will be based on the standards of quality established in the Contract Documents. If standards are not referenced, then the current published standards by the Manufacturer of the basis of design product shall be used for comparison of proposed substitutions.
 3. As part of any proposed substitution, the Contractor shall furnish a detailed and complete analysis and comparison of the proposed product(s) and/or system(s) to the associated basis of design product(s) or system(s).
 4. Substitutions shall be proposed during the project bidding process, at least seven days prior to the established bid due date. No guarantee of approval of any proposed substitutions is implied, unless documented by an Addendum to the Contract Documents during the bidding process.
 5. Where the phrase "or equal" or "or Owner approved equal" occurs in the Contract Documents, do not assume alternative materials, equipment, or installation procedures will be approved as equal, unless the Owner's Representative has authorized the substitution.
 6. The decision of the Owner's Representative will be final.
- H. Contact/Subcontractor List
 1. Submit contact list to the Owner's Representative.
 2. The contact list shall include the following information for the Contractor and all subcontractors:
 - a. Trade
 - b. Company Name and Address
 - c. Project Manager
 - d. Field Supervisor

- e. Safety Manager
 - f. Telephone Numbers
 - g. E-mail Addresses
 - h. Two 24-Hour Emergency Contact Phone Numbers
 - i. Safety Director 24-Hour Emergency Contact Phone Number
- I. Building Permit
- 1. The Contractor shall secure a building permit and arrange for all applicable third-party services and inspections required by authorities having jurisdiction. The Contractor shall deliver to the Owner a copy of the final approval of the permit.
 - 2. If a building permit is not necessary, the Contractor shall provide a letter of explanation with the project submittals, with supporting documentation from authorities having jurisdiction.
- J. State License
- 1. Submit photocopy of Contractor's and Subcontractors' State Licenses.
 - 2. If the state in which the project is located does not license Contractors, the Contractor shall provide a letter of explanation with documentation.
- K. Payment Application and Schedule of Values
- 1. Submit proposed payment application and schedule of values to be used in project invoicing.
 - 2. Payment application shall be provided on AIA Document G702, unless otherwise directed or approved by the Owner.
 - 3. Schedule of values shall be provided on AIA Document G703, unless otherwise directed or approved by the Owner.
 - 4. Schedule of values shall itemize the following, at a minimum (the total of all items shall equal the contract sum):
 - a. Project Administration (submittals, Manufacturer support services, warranties, reporting, and closeout)
 - b. Mobilization and Safety
 - c. Roofing Materials
 - d. Sheet Metal Materials
 - e. Demolition and Disposal (Itemize by Roof Section)
 - f. Roofing Construction (Itemize by Roof Section)
 - g. Sheet Metal Construction (Itemize by Roof Section)

- h. Demobilization and Final Cleanup
 - i. Individually list all Subcontracts and Value for Each
 - j. Individually list all Quality Allowances and Value for Each (Itemize by Roof Section if requested by the Owner's Representative)
 - k. Individually approved Contract Change Orders and Value for Each
- L. No Asbestos Statement
- 1. Contractor shall submit on letterhead, a written statement certifying that no products containing asbestos or asbestos-related materials will be used on this project. Include date, project, and project number on statement.
- M. Preconstruction Damage Report
- 1. Prior to beginning the contract work, the Contractor shall inspect the site with the Owner and document any pre-existing damage to the interior and exterior. Report shall be generated using the form provided.

3.03 Review and Transmission of Submittals

- A. The Owner's Representative will review all submittals and indicate the following on the Schedule of Pre-job Submittals:
- 1. "No Exceptions" This notation indicates the Contractor may proceed with fabrication or purchase of the item.
 - 2. "Make Corrections Noted" This notation indicates the submittal is considered to be complete, if the Contractor agrees with and makes the noted corrections. If the Contractor does not agree with the noted corrections and wishes to make other changes not contemplated in the first review, then resubmittal is required. Otherwise, resubmittal is not required.
 - 3. "Revise and Resubmit" Contractor shall make indicated changes necessary to comply with Contract Documents and review notes, and then resubmit. Make resubmittals as required prior to fabricating or purchasing items.
 - 4. "Rejected" Submittal does not comply with Contract Documents. Review project requirements and resubmit item. Make resubmittals as required prior to fabricating or purchasing items.
- B. The Owner's Representative will electronically transmit the reviewed submittals to the Contractor and owner, with comments made accordingly.
- C. Make all revisions required by the Owner's Representative. If the Contractor considers any required revision to be a change, the Owner's Representative shall be notified as provided for under "Changes" in the Owner-Contractor Agreement.
- D. Show each drawing revision by number, date, and subject in a revision block on the drawing, make only those revisions directed by the Owner's Representative.
- E. When the submittal process has been completed for a given item, resubmittal for substitution of materials, equipment, or installation procedure will not be considered, unless accompanied by an acceptable explanation as to why the substitution is necessary.

3.04 Construction Scheduling

- A. To assure adequate planning and execution of the work so the work is completed within the number of calendar days allowed in the contract, and to assist the Owner in evaluating the progress of the work, prepare and maintain the schedules and reports described in this section.
- B. Definitions
 - 1. "Day" used throughout the contract, unless otherwise stated, means "calendar day."
- C. If any activity is not completed on or before the stated scheduled date, the Owner's Representative will have the right to order the Contractor to expedite completion of the activity by whatever means the Owner deems appropriate and necessary, without additional compensation to the Contractor.
- D. If any activity is 30 or more days behind schedule, the Owner will have the right to perform the activity or have the activity performed by whatever means the Owner deems appropriate.
- E. Costs incurred by the Owner, Owner's Representative, or Consultant in connection with expediting construction activity under this article may be deducted from the contract sum by the Owner.
- F. It is expressly understood and agreed that failure by the Owner to exercise the option to either order the Contractor to expedite an activity or to expedite the activity by other means will not be considered precedent-setting for any other activities.
- G. Construction Schedule Submittal
 - 1. As part of the pre-job submittal process, develop and submit a preliminary construction schedule, which shall consist of a bar chart schedule and coordinated graphic schedule and sequence plans. This submittal will be used as the basis for discussion at the preconstruction meeting.
 - 2. The bar chart schedule format shall sequentially list all key activities in rows (from top to bottom), with all calendar days listed in columns (from left to right).
 - 3. A complete list of activities shall be provided for each roof section in the project scope, arranged in the proposed sequence of completion.
 - 4. Activities shown on the bar chart schedule shall include, but are not necessarily limited to:
 - a. Submittals, shop drawings, and samples, and 14 calendar day review period by Owner's Representative.
 - b. Preconstruction meeting
 - c. Procurement of equipment and materials
 - d. Project mobilization and safety setup
 - e. Interior protection
 - f. Roof construction

- g. Sheet metal
 - h. Miscellaneous work
 - i. Final cleanup
 - j. Substantial completion
 - k. Final inspection by Manufacturer
 - l. Final inspection by Owner and Owner's Representatives
 - m. Punch list completion
 - n. Project closeout/warranties
 - o. Final completion
- 5. Provide a graphic schedule and sequence plan, coordinated with the bar chart schedule, depicting the Contractor's planned daily progress of the work. Plan shall be provided on roof plans from the Contract Documents or an aerial image.
 - 6. Refer to Sample Bar Chart Schedule and Sample Graphic Schedule and Sequence Plans after this section, for acceptable formats and additional requirements.
 - 7. Following the preconstruction meeting, Contractor shall revise the bar chart schedule and graphic schedule and sequence plans within seven business days, and resubmit to the Owner's Representative. Following review, Contractor shall distribute the schedule to all interested parties.
 - 8. Contractor shall update and distribute bar chart schedule and graphic schedule and sequence plans on a weekly basis, with submittals occurring on the day of week requested by the Owner's Representative. If the progress of the work does not vary from the prior issuance of the schedule, the prior schedule may be re-dated and resubmitted. If the progress of the work varies from the prior schedule, the updated submittal shall depict and describe the Contractor's plan to complete the work either on or before the contract completion date, including excusable delays as allowed by the terms of the Contract Agreement.
 - 9. The Owner reserves the right to withhold payment for failure to submit specified schedule information.

3.05 Progress Reporting and Unit Price Work Documentation

- A. The Contractor shall complete a daily progress report. Progress reports shall be generated using the form provided, to provide a continuous record of the progress of the work.
- B. Contractor shall complete one form for each workday, including work days canceled or shortened due to weather, material shortages, or labor conditions.
- C. Forms shall be legibly filled out in ink with all pertinent items completed.
- D. Progress reports are to be filled out on a daily basis by the Contractor's job site representative, who shall be in a supervisory position. The Owner's Representative shall receive all progress reports on a weekly basis. Provide one hard copy or an electronically transmitted Portable Document Format (.pdf) file.

- E. The Owner reserves the right to withhold payment for failure to submit specified progress reports.
- F. Where the Contract Documents require specific parts of the work to be performed on a unit price basis, the Contractor shall document expended quantities on a daily basis, and obtain verification and signature by the Owner's Representative where indicated. Where the Contract Documents define quantity allowances for specific unit price work, a running total shall be maintained by the Contractor for each unit price work item, as indicated on the progress report form. Provide supplemental documentation of unit price work quantities and locations, as may be required by the Owner's Representative, and attach to the progress reports as instructed. The Owner reserves the right to deny reimbursement for unit price work if the Contractor fails to provide the specified documentation.

3.06 Changes to the Work

- A. All changes to the work shall be documented with Change Directives, approved in writing by the Owner, Contractor, and Roofing Consultant (Owner's Representative).

3.07 Project Closeout

- A. Project Completion
 - 1. When the Contractor is complete, Contractor shall:
 - a. Submit written certification to the Owner through the Owner's Representative that the project, or designated portion of the project, is complete and ready for inspection.
 - b. Submit list of major items to be completed or corrected.
 - c. Submit written certification that the Manufacturer has inspected the roof and that it complies with all provisions for issuance of the warranty.
 - 2. Owner and/or Owner's Representative will make an inspection within 10 days after receipt of certification. Contractor shall provide access to all roofs for inspection, where a permanent means of access does not exist.
 - 3. If Owner's Representative considers the work to be complete:
 - a. Owner's Representative will prepare and submit to Contractor a Completion Punch List, listing all items to be completed or corrected as determined by the inspection.
 - b. Contractor shall then complete work listed for completion or correction, sign the Completion Punch List forms, and return one signed hard copy or an electronically transmitted Portable Document Format (.pdf) file to the Owner's Representative.
 - 4. If Owner's Representative considers the work not to be complete:
 - a. The Owner's Representative will notify Contractor in writing stating reasons.
 - b. Contractor shall then complete work and send second written notice to Owner's Representative certifying that the project is complete.

- c. Owner's Representative will reinspect work within 10 calendar days after receipt of certification. Contractor shall provide access to all roofs for inspection, where a permanent means of access does not exist. Consultant (Owner's Representative) will then prepare and submit to Contractor a completion punch list.
 - d. Contractor shall then complete work listed for completion or correction, sign the Completion Punch List forms, and return one signed hard copy or an electronically transmitted Portable Document Format (.pdf) file to the Owner's Representative.
- B. Completion Inspection
1. At the discretion of the Owner and the Owner's Representative, the Owner's Representative may make a final inspection within 10 calendar days after receipt of the signed Completion Punch List. Contractor shall provide access to all roofs for inspection, where a permanent means of access does not exist.
 2. If Owner's Representative considers the work to be finally complete in accordance with the requirements of the contract documents, Owner's Representative will request Contractor to make project closeout submittals.
 3. If Owner's Representative does not consider the work to be finally complete:
 - a. Owner's Representative will notify Contractor in writing stating reasons.
 - b. Contractor shall take immediate steps to remedy the stated deficiencies and shall send written notice to Owner's Representative certifying that work is complete.
 - c. Owner's Representative will reinspect work within 10 calendar days after receipt of certification. Contractor shall provide access to all roofs for inspection, where a permanent means of access does not exist.
- C. Reinspection Costs
1. If Owner's Representative is required to perform a second (or subsequent) inspection(s) because of failure of work to comply with certifications of Contractor, Owner will deduct amount for additional inspection services from final payment to Contractor.
- D. Closeout submittals shall be one hard copy, or an electronically transmitted Portable Document Format (.pdf) file consisting of the following:
1. Warranties, Manufacturer's punch lists, documentation of punch list completion, and Manufacturer's current published roof maintenance directives as specified in Section 01 78 36 - Warranties.
 2. AIA G706 – Contractor's Affidavit of Payment of Debts and Claims.
 3. AIA G706A – Contractor's Affidavit of Release of Liens, including supporting documentation from the Contractor, subcontractors, suppliers, and others who may have lien rights against the Owner.
 4. Evidence of payment and release of liens from the Contractor, subcontractors, and suppliers.

5. AIA G707 – Consent of Surety to Final Payment
6. Evidence that the jurisdictional authorities that issued permits have accepted the project and closed-out the respective permits.
7. Final adjustment of accounts including:
 - a. Original contract sum
 - b. Additions and deductions resulting from (if applicable):
 - 1) Previous Change Orders
 - 2) Adjustment of Contract Allowances
 - 3) Unit Price Work
 - 4) Other adjustments
 - 5) Deductions for uncorrected work
 - 6) Deductions for reinspection payments
 - 7) Deductions for actual damages
 - c. Total contract sum as adjusted
 - d. Previous payments
 - e. Sum remaining due
- E. Owner's Representative will prepare final Change Order, reflecting approved adjustments to contract sum not previously made by Change Order.
- F. Final Application for Payment
 1. Contractor shall submit final application in accordance with conditions of the contract.

- End of Section -

PRECONSTRUCTION DAMAGE REPORT

Project: Carson City School District
2023 Roof Coating Project
Mark Twain Elementary School
Fremont Elementary School
Carson High School

Contractor:

Project No.: 23CSDCARSR006C

Date: _____

Owner: Carson City School District
1402 E. King Street
Carson City, NV 89703

Anticipated
Start Date: _____

Upon inspection of the above-mentioned premises, we are in agreement that existing visible damage to the facility consists of the following: (Itemize damages, listing item descriptions, quantities, locations, and extent of damages. Provide photo or video documentation where appropriate and authorized by the Owner).

INTERIOR:

EXTERIOR:

The above-mentioned items should be excluded from any future claims for damages related to the construction project.

OWNER:

CONTRACTOR:

Date:

Date:

Photo or video documentation provided Yes No

DAILY PROGRESS REPORT

Project: Carson City School District
 2023 Roof Coating Project
 Mark Twain Elementary School
 Fremont Elementary School
 Carson High School

Date: _____
 Day: S M T W TH F S

Project No.: 23CSDCARSR006C

Weather: CLEAR P/C OVERCAST RAIN FOG

Owner: Carson City School District
 1402 E. King Street
 Carson City, NV 89703

Temperature: 0-31 32-40 41-60 61-80 81-100 100+

Wind: STILL LIGHT MODERATE HIGH

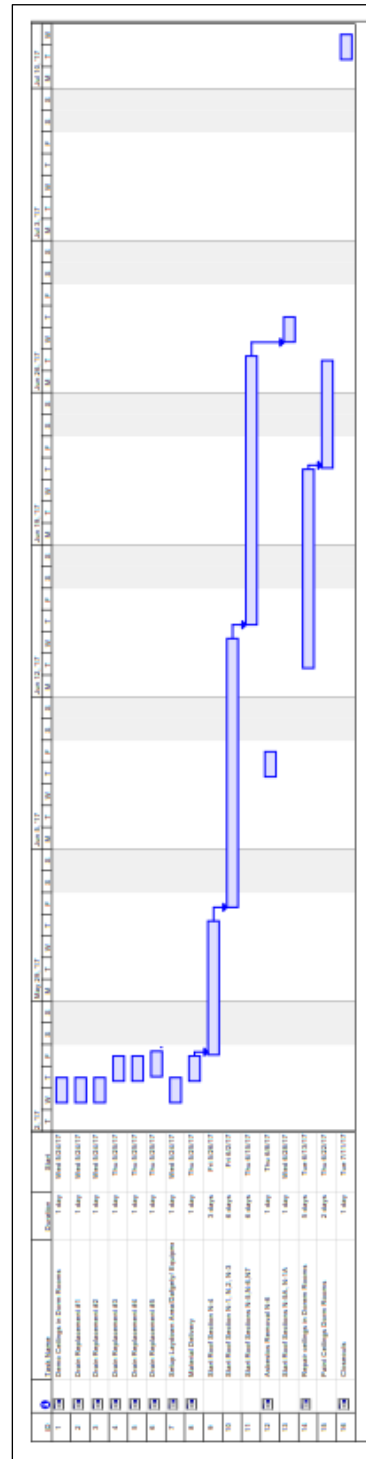
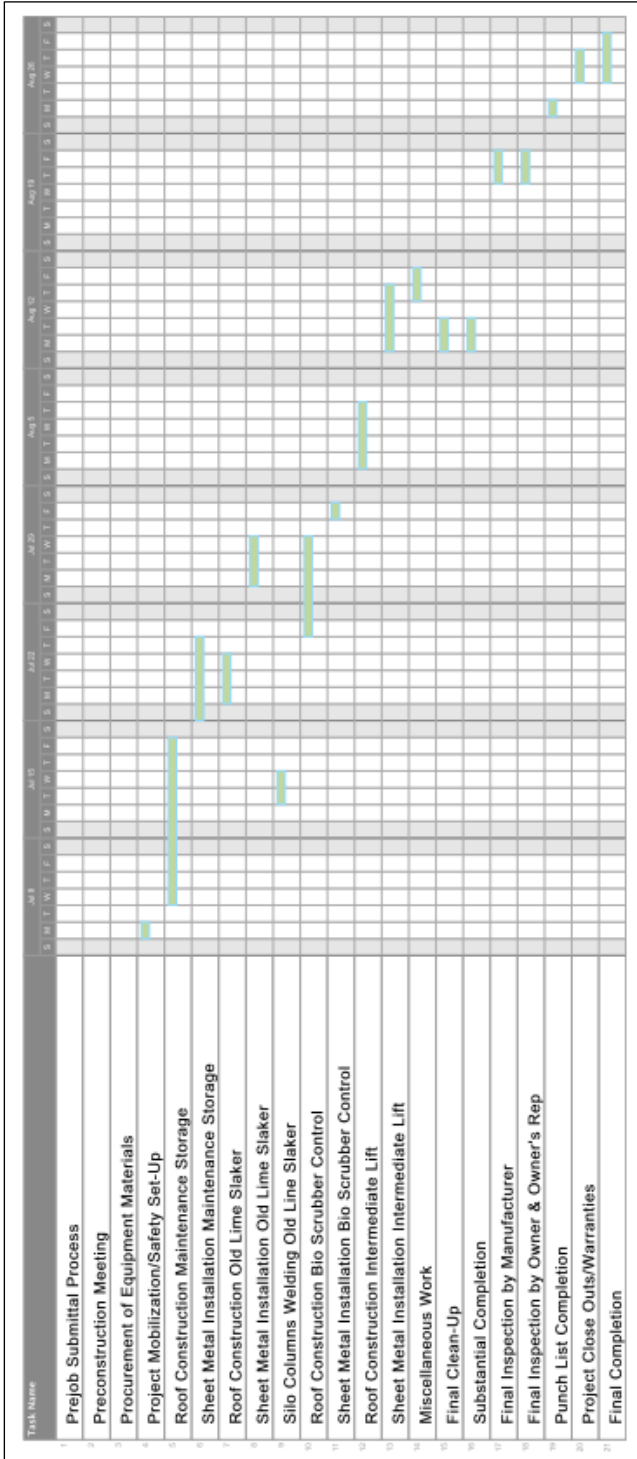
Humidity: DRY LIGHT MODERATE HUMID

Entity	Trade	Hours Worked	Start Time	Stop Time
[General Contractor]	[e.g. Roofing Contractor]			
[Subcontractor A]	[e.g. Sheet Metal]			
[Subcontractor B]	[e.g. Plumbing]			
[Subcontractor C]	[e.g. Mechanical]			

Unit Price Description	Unit (Quantity Allowance)	Quantity Today	Quantity To Date	Verified By:
Action Code 2.01 – Repair Damaged Membrane	Square Feet			
Mark Twain Elementary School	100			
Fremont Elementary School	100			
Carson High School	200			
Action Code 3.01 – Repair Damaged Wall Flashing	Square Feet			
Mark Twain Elementary School	50			
Fremont Elementary School	50			
Carson High School	50			
Action Code 4.04 – Repair Penetration Flashing	Each			
Carson High School	2			
Action Code 4.10 – Replace Pitch Pan	Each			
Carson High School	1			
Action Code 6.03 – Replace Drain Flashing	Each			
Fremont Elementary School	1			
Action Code 7.02 – Prude Adjacent Vegetation	Each			
Mark Twain Elementary School	1			
Fremont Elementary School	1			
Carson High School	1			

Type of Roof System: _____
 Roof Section(s) Worked on: _____
 Materials Delivered Today: _____
 Total Squares Installed Today: _____

SAMPLES: BAR CHART SCHEDULE



Miscellaneous Bar Chart Schedule Requirements:

1. At a minimum, schedule shall list all specified activities for each roof section.
2. Activities shall closely match the scope of work for each roof section.
3. Coordinate bar chart schedule with graphic schedule and sequence plan.
4. Contractor shall revise and resubmit on a weekly basis to reflect any changes to the project schedule and/or work sequence.
5. If requested by the Owner's Representative, the Contractor shall post a copy of the current schedule for reference by the project team, in a mutually agreed upon location.

SAMPLE: GRAPHIC SCHEDULE AND SEQUENCE PLAN



Miscellaneous Graphic Schedule and Sequence Plan Requirements:

1. Roof plans from Contract Documents or an aerial image shall be used as background.
2. Projects with multiple phases shall have one plan provided for each individual phase.
3. Daily production areas shall be marked DAY 1, DAY 2, etc. so the information remains relevant in the event of weather delays and/or weekend work.
4. Contractor shall revise and resubmit on a weekly basis to reflect any changes to the project schedule and/or work sequence.
5. If requested by the Owner's Representative, Contractor shall post a full-sized copy of the current schedule and sequence plan for reference by the project team, in a mutually agreed upon location.

PROJECT NO.: 23CSDCARSR006C

PROJECT: Carson City School District
2023 Roof Coating Project - Multiple Facilities
Carson City, NV 89701

CONTRACTOR: _____

SUBMITTED BY: _____

DATE: _____

SUBMITTAL NO: _____

This review is only for general conformance with the design concepts and information given in the Contract Documents, and does not relieve the Contractor of responsibility for conformance with the Contract Documents and applicable Codes; all of which have priority over the submittals. Contractor shall be responsible for accuracy and completeness of submitted information. Corrections or comments made on the submittals by the reviewer do not relieve the Contractor from being responsible for compliance with the Contract Documents. Review of a specific item does not constitute review of an assembly of which the item is a component. The Contractor is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication process or to means, methods, techniques, sequences, and procedures of construction; for coordination of the work of all trades; and performing all work in a safe and satisfactory manner.

REVIEWED BY: _____

DATE: _____

NOTES:

1. Contractor shall submit transmittal letter and all items listed in the schedule in accordance with Section 01 30 01 - Project Administration, allowing 14 days for review by the Owner's Representative.
2. Contractor shall clearly indicate which information on each submittal is pertinent to the project.
3. Contractor shall refer to Section 01 30 01 - Project Administration and submittal requirements in each specification section for additional information.

General Information		Transmittal No.					Action			
Specification Section	Submittal	"X" If Included					No Exceptions	Make Corrections Noted	Revise and Resubmit	Rejected
		1	2	3	4	5				

DIVISION 01 - GENERAL REQUIREMENTS

01 30 01

Project Administration

Notice of Award or Guarantee Application to Roof Manuf.											
Roof Manufacturer's Approval of NOA or Guarantee App.											
Contact/Subcontractor List											
Building Permit											
Copy of Contractor's State License											
Proposed Schedule of Values											
Bar Chart Schedule											
Coordinated Graphic Sequence and Schedule Plans											
No Asbestos Statement											
Preconstruction Damage Documentation											

General Information		Transmittal No.					Action			
Specification Section	Submittal	"X" If Included					No Exceptions	Make Corrections Noted	Revise and Resubmit	Rejected
		1	2	3	4	5				
01 35 24	Construction Project Safety									
	Pre-Job Site Safety Plan/Assessment									
	Safety Data Sheets									
DIVISION 07 - THERMAL AND MOISTURE PROTECTION										
07 01 50.62	Repair of Existing Roof Systems									
	List of Materials									
07 56 10	Fluid Applied Acrylic Roof Coating									
	List of Materials									
	Manufacturer's Recommended Installation Methods									
	Field Adhesion Tests									

PART ONE – GENERAL**1.01 Description**

- A. This section is intended to assure adequate planning and execution of the project, to maintain proper facility security and to assist the Owner with eliminating workplace hazards, production disruptions, product damage, and inconvenience.
- B. The Contractor shall advise all administrative and field personnel, Subcontractors, and material suppliers of the requirements of this section.
- C. Any delays experienced due to the Contractor's negligence in providing proper notifications and coordination shall be at the Contractor's expense.
- D. If any conflict should arise over a specific provision of this section, the Owner's decision shall be final.
- E. Coordinate the requirements of this section with related requirements specified elsewhere in the Contract Documents. Immediately inform the Owner's Representative of any conflicts.
- F. Refer to related information on the drawings.

1.02 Qualifications of Project Supervisors

- A. Individuals supervising the work included in this specification section shall be competent and qualified persons.
- B. Contractor shall have a foreman or superintendent present on the project site throughout the entire construction project, who is fluent in the English language (both written and verbal), and is capable of clear communications with all crew members, tenants, and Owner's Representatives.

PART TWO – PRODUCTS**2.01 Not Used****PART THREE – EXECUTION****3.01 Coordination with Facility Operations**

- A. The Contractor shall note that the building will be occupied and in use at all times during this work. The Contractor shall provide and maintain all OSHA or Owner required danger signs, guards, and/or obstructions necessary to protect the public and workers from dangers associated with the work.
- B. Coordinate all work throughout the duration of the project as to minimize disruption of facility operations.
- C. Schedule and coordinate all aspects of the work to maintain the building in a totally watertight condition, no exceptions.
- D. Contractor shall provide a minimum of 48-hours notice for all activities requiring coordination or action on the part of the Owner or Owner's Representative.

- E. Coordinate roofing work around school events, as directed by the Owner.

3.02 Temporary Facilities and Utilities

- A. Temporary facilities provided by the contractor shall include, but are not limited to:
 - 1. Utilities such as heat, water, electricity, and telephone as required.
 - 2. Contractor's facilities.
 - 3. Temporary sanitary facilities.
- B. Project Requirements
 - 1. Make all required connections to existing utility systems with minimum disruption to services in the existing utility systems. When disruption of the existing service is required, do not proceed without the Owner's approval. Provide alternate temporary service when required.
 - 2. If required utility is not available from the Owner, Contractor shall provide alternate temporary service for the duration of the work.
 - 3. Furnish and install all necessary temporary wiring, and upon completion of the work, remove all such temporary wiring.
 - 4. Owner will provide 110v power. Contractor shall provide all other required electricity. Contractor shall verify if Owner's power supply is sufficient for the required equipment, and provide alternative source of power if needed.
 - 5. Contractor's access to electricity is to be from supply designated by Owner.
 - 6. The on-site project supervisor shall carry a reliable cellular phone on the project site at all times.
 - 7. Contractor shall provide temporary sanitary facilities in the quantity required for use of all personnel. Maintain in a sanitary condition at all times.
- C. Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the work.
- D. Remove all such temporary facilities and controls as rapidly as progress of the work will permit or as directed by the Owner's Representative.
- E. In situations where the Contractor uses an Owner-supplied power source, the Contractor remains responsible for completing all work on a daily basis should an outage occur.

3.03 Staging Areas

- A. Contractor shall perform all material storage and staging activities within those locations approved by the Owner's Representative.
- B. Staging area(s) shall be as identified at the pre-bid meeting

- C. Contractor shall barricade all adjacent roof areas. Contractor shall prohibit traffic on all adjacent roof areas; unless approved by the Owner and protected by the Contractor as specified. At the Owner's discretion, any damage to adjacent roof areas caused by the Contractor shall be repaired by an approved applicator at no additional cost to the Owner.
- D. All roads and doorways shall remain open, unless approved otherwise by the Owner's Representative.
- E. Contractor shall not block access to dumpsters, and shall maintain safe clearance from all equipment, tanks, and valves.
- F. Contractor shall implement measures to protect the staging areas from damage. At the Owner's discretion, any damage to staging areas caused by the Contractor shall be repaired to match the pre-existing conditions at no additional cost to the Owner.

3.04 Roof Damage Control

- A. Contractor shall be responsible for protection of new and existing roof surfaces from construction traffic damage]. Contractor shall be responsible to implement additional roof protection and related activities as they may deem necessary to prevent construction-related damage.
- B. Contractor shall inspect all areas on a daily basis, and repair any areas of damage before leaving the job site that day.
- C. Contractor shall be responsible for damage to the roof system caused by cleaning and preparation procedures such as, but not limited to, power washing. Contractor shall also be responsible for any damage to the roof system from adjacent work such as, but not limited to, cutting, grinding, welding, scaffolding, moving equipment and materials, wall and flashing work, as well as materials and/or chemicals introduced onto the roof system. Any damage shall be promptly made watertight before leaving the job site that day. Permanent repairs or replacements shall be subsequently performed by the Contractor in an Owner-approved manner, at no additional cost to the Owner. Contractor shall obtain written approval of repair methods prior to proceeding with corrective work, and shall coordinate schedule of corrective work with the Owner and Owner's Representatives.

3.05 Access and Logistical Requirements

- A. Protect the building from staining or damage where ladders, scaffolding, and chutes are set up against the building.
- B. Ladders must be removed and secured on a daily basis.
- C. Protect the building from staining and damage where hoisting operations occur.
- D. Roof access for Contractor's personnel shall be via the building exterior.
- E. If a crane is used, blocking of the street may be required. Bidders shall research associated permit requirements, barricade/traffic control procedures, pedestrian protection, and time restrictions. All applicable costs shall be included in the Contractor's bid.
- F. Contractor employees shall be required to wear clean footwear whenever inside the building.
- G. The use of Owner's facilities, such as the cafeteria or washrooms will not be allowed.

- H. Roofing personnel shall not enter the building, except to perform their contractual duties, or where approved by the Owner to access the roof.
- I. Roof access shall be as approved by the Owner.
- J. Contractor shall protect and properly barricade all access and staging areas.
- K. Contractor shall only park in the Owner-approved areas.
- L. Contractor is responsible for all of their employee's parking.

3.06 Protection of Rooftop Units

- A. Prevent overspray, dust and airborne debris from collecting in and on equipment by wrapping the equipment with plastic sheeting in advance of tear-off. Promptly remove the plastic when no longer needed. When covered, shut-down mechanical equipment. Coordinate shut-down with the Owner's Representative.

3.07 Work Hours

- A. Work hours shall be defined at the pre-bid meeting.

3.08 Noise Control

- A. Construction activities that result in noise shall be performed between the hours of 9:00 a.m. to 6:00 p.m., Monday through Friday.

3.09 Rain Day Activities

- A. The Contractor shall visit the project site on all rain days and make all necessary corrections to ensure watertightness of the building and roof system, and proper protection of all materials.
- B. The Contractor's representative shall contact the Owner's Representative prior to leaving the project site on such days.

3.10 Labor Forces and Completion of Work

- A. The project shall be fully staffed with qualified and trained personnel at all times.
- B. Once established, the crew size shall not be reduced by more than 20% without prior approval of the Owner.
- C. All work shall be completed within two weeks of the last day of field membrane installation, and before the required completion date.

3.11 Employee Conduct

- A. All Contractor employees shall conduct themselves in a professional manner at all times.
- B. Tobacco use, including smoking, e-cigarettes, or chewing tobacco, shall not occur on the roof or in the facility. Comply with Owner's requirements with respect to tobacco use in all other areas of the Owner's property.

- End of Section -

PART ONE – GENERAL**1.01 Description**

- A. Work Included: To assure the work site environment is safe for the employees of all Contractors, Subcontractors, Consultants, Manufacturer's Representatives, Owner's Representatives, and building occupants, this section has been written to identify and emphasize the importance of safe working conditions. If any conflict arises over a specific provision or rule, the laws and rules governing that specific location shall be followed.
- B. The Contractor shall be solely responsible for construction project safety.

1.02 Related Work

- A. Additional safety-related items may be found elsewhere in the contract documents.

1.03 Standards

- A. Standards: Comply with all pertinent standards specified in the contract documents, including those listed below. If the building code references a specific edition or revision of an individual standard, then comply with that edition or revision. Otherwise, comply with the latest published edition or revision available on the date the Contractor submits its price proposal to the Owner.
 - 1. Occupational Safety and Health Act of 1970.
 - 2. State, County, and City requirements, as applicable.

1.04 Quality Assurance

- A. Per OSHA 29 CFR 1926.20(b), the Contractor shall make frequent and regular job site safety inspections to ensure compliance with all applicable standards and site-specific safety requirements.
- B. The first inspection shall be performed no later than the first week of the project. After the first inspection, subsequent inspections shall be performed a minimum of every 30 days, or as required by the standard.
- C. A qualified person designated by the Contractor, who has the authorization to take prompt corrective measures, shall perform all inspections. This may be an employee of the Contractor or a Subcontractor. Proof of the qualified person's education, training, and qualifications must be provided for verification, upon the request of the Owner's Representative.
- D. The Contractor's qualified person making safety inspections shall prepare a report for each job site safety inspection. The Contractor shall submit each report to the Owner's Representative within five calendar days of the inspection.
- E. Contractor shall have sole responsibility for maintaining the job site in compliance with all applicable regulations, Owner requirements, and the Contractor's pre-job site safety plan/assessment. This responsibility shall apply whether or not the Owner or Consultant is present on the job site.

- F. Contractor shall appoint a competent person to be present at all times on the project site, who shall have authority to make decisions regarding safety and health issues on the Contractor's behalf. The competent person shall speak fluent English, and must be able to communicate with Contractor's employees, Subcontractor's employees, and Owner's employees.
- G. The Contractor's competent person, Owner, or Owner's Representative shall all have the authority to stop any witnessed unsafe work practices.
- H. At a minimum, Contractor shall maintain Safety Data Sheets (SDS) at the job site in accordance with OSHA requirements.
- I. One full copy of SDS shall be located on the roof, in addition to other copies that the Contractor maintains on site.

1.05 Submittals

- A. Contractor shall submit a pre-job site safety plan/assessment, which is prepared by the Contractor's qualified safety professional. This plan/assessment shall outline specific safety considerations for each individual section or level of roof included in the project. Examples of items that shall be included in the safety plan/assessment include:
 - 1. Laydown/staging areas
 - 2. Crane/hoist
 - 3. Setup/material storage
 - 4. Fall protection
 - 5. Skylights and roof openings
 - 6. Hot work/fire protection
 - 7. Pedestrian/vehicular safety
 - 8. Interior safety
 - 9. Any other pertinent, site-specific issue(s) not listed
- B. Contractor shall submit SDS for all construction materials and other substances to be used on the project.
 - 1. Benchmark's review of the Contractor's SDS submittal is for general conformance only. Contractor shall be responsible to ensure that the set of SDS is complete, up to date, and accurate.
 - 2. After completion of the pre-job submittal process, Contractor shall accurately maintain all sets of SDS on the project site with updated SDS when issued by the Manufacturer(s), or if materials or substances are brought to the project site that were not anticipated prior to the job start.

PART TWO – PRODUCTS**2.01 Materials and Equipment**

- A. General: Contractor shall supply all necessary materials and equipment required to complete the work in a manner consistent with a safe work site and as required by regulatory agencies.
- B. All equipment used on the project shall be in safe operating condition and shall be maintained in a safe condition for the project duration. Equipment found to be unsafe or in disrepair shall be repaired and made safe or shall be removed from the job site and replaced, if necessary, at no cost to the Owner.
- C. Disposal of any solvents, containers, and other regulated materials shall meet all applicable laws.

PART THREE – EXECUTION**3.01 General**

- A. The specified safety requirements are broad in nature, by design. The Contractor shall augment the information contained in this section as necessary; with more specific information from OSHA, Owner's safety requirements, material and equipment Manufacturers' safety recommendations, and roofing industry requirements and standards.

3.02 Contractor Employee Training

- A. Contractor shall provide adequate training for employees to ensure their safety and the safety of others on the project site. Contractor shall provide instruction in the proper operation of power tools, hoisting equipment, and other pieces of equipment employees will be required to use in completion of the work.
- B. Contractor shall ensure each worker is aware of job and site-specific hazards and of the safety precautions appropriate to each.
- C. Contractor shall present a safety and loss prevention orientation program to each new employee before that employee starts work.
- D. Contractor and Subcontractors shall inform their employees of all safety and health rules pertaining to their particular job.
- E. Contractor and Subcontractors shall inform their employees of location and use of safety devices such as first aid kits, phones, fire extinguishers, etc.
- F. Contractor shall implement a regular system of work inspection to detect and correct hazardous conditions, safety rule violations, and unsafe working practices.
- G. Contractor shall ensure that their workers and any Subcontractor's workers participate in any safety orientations or training programs required by the Owner.
- H. Employees shall be trained regarding any job site alarms, code signals, evacuation warnings, appropriate responses, and requirements for actions that will need to be taken.

3.03 Accident Investigation and Reporting

- A. Investigating and reporting of accidents is necessary for all Contractors and Subcontractors. An accident investigation and report shall be immediately made by the Contractor's designated competent person on site. Contractor shall provide to the Owner's Representative a copy of the completed Accident Report, Employer's First Report of Injury or Illness, or such other similar reports required by federal, state, county and municipal or local safety laws. All reporting and record keeping requirements shall be in accordance with OSHA regulations.
- B. Perform investigation and reporting of accidents as required by the Owner's safety requirements and policies, where applicable.

3.04 First Aid

- A. Contractor and Subcontractors shall be responsible for providing first aid and medical treatment for their employees. The names, addresses and telephone numbers of nearby urgent care, hospital and ambulance services shall be conspicuously posted, as required by law.
- B. A suitable first aid kit shall be located at all times on the roof, and shall be conspicuously located and readily accessible at all times. The first aid kit shall be of an appropriate size for the roofing crew.

3.05 Individual Conduct and Safety

- A. Contractor's and Subcontractors' employees shall be made aware of and comply with the following rules that will be in effect on all job sites:
 - 1. Alcoholic beverages and illegal drugs will not be permitted.
 - 2. Prescription drugs with side effects that impair an Employees' ability to perform their work duties in a safe manner, will not be permitted.
 - 3. Employees entering job site under the influence or possession of alcohol or drugs will be subject to removal from the job site.
 - 4. The carrying of firearms and all other weapons is prohibited.
 - 5. Fighting, gambling, stealing, soliciting, and horseplay will not be tolerated.
 - 6. Abusive language or disrespectful behavior in public areas will not be tolerated.

3.06 Personal Protective Equipment (PPE) and Clothing

- A. The Contractor shall furnish and require the use and wearing of PPE and protective clothing by its employees and any Subcontractor's employees.
- B. Approved eye and face protection are required to be worn when warranted by the exposure, or where mandated by facility safety requirements. Safety glasses with side shields are required in all circumstances where there is an exposure to flying particles. Plastic face shields are required to be worn for guarding against flying particles and spraying liquids or corrosives.
- C. Appropriate clothing shall be worn at all times.

- D. Hard hats must be worn at all times whenever there is a possibility of head injury from impact, flying or falling objects, or where mandated by facility safety requirements.
- E. Hearing protection shall be utilized where mandated by OSHA regulations or facility safety requirements.
- F. Protective footwear shall be used where mandated by OSHA regulations or facility safety requirements.

3.07 Housekeeping

- A. The Contractor or Subcontractors shall maintain good housekeeping standards at all times as an integral part of the work. Daily cleanup of work, lay-up, and personnel areas is required and must be performed.
- B. Materials shall be piled so that safe clearances are maintained and tipping or movement is prevented. Loose materials on the roof must be secured so that they cannot be blown or bumped off.
- C. Accumulation of material that may create a fire hazard is not permitted. Never store excessive amounts of material in one place, so as to potentially overload the roof.
- D. Roof areas are to be "watertight at night" at all times during the job. Contractor's or Subcontractors' failure to do so can be grounds for dismissal.

3.08 Signs and Barricades

- A. When it is necessary to barricade an area for overhead work, to protect personnel from hazardous operations, or to move equipment or cranes, barricades are to be provided by the Contractor or Subcontractors. Barricades must be erected before the work requiring them begins. If the barricades are in a roadway or walkway, blinking lights must be used after dark. When the work is completed, the barricades must be removed from the job site.
- B. Contractor or Subcontractors are forbidden to remove posted signs.
- C. Traffic control signage shall be constructed of metal and conform to the latest edition of *Manual of Uniform Traffic Control Devices (MUTCD)*.

3.09 Fall Protection

- A. The Contractor shall select and implement one of the following methods of fall protection, in compliance with OSHA regulations.
 - 1. Fall restraint (motion stopping) system.
 - 2. Personal fall arrest system with warning lines.
 - 3. Safety monitor system with warning lines.
- B. The three fall protection methods are listed in order of Benchmark, Inc. preference, with a fall restraint (motion stopping) system being the most preferred and the safety monitor system being the least preferred.
- C. All plastic domed skylights or smoke hatches, open mechanical curbs, openings in the roof deck, and similar openings or holes which could be potential fall hazards shall be guarded at all times to prevent accidental falls.

3.10 Ladders

- A. Contractor and Subcontractor provided ladders shall be free of defects. Ladders with split or cracked side rails, damaged rungs, missing feet, or other defects shall not be brought to the project site. Ladders set up near doorways, walkways, or other congested areas must be barricaded or guarded.
- B. Ladders shall be of adequate length and must extend at least 3' or 4 rungs above the upper landing.
- C. Place straight ladders on solid, level footings with the foot of the ladder a minimum distance from the wall equal to 1/4 the length of the ladder from the resting point.
- D. Straight ladders shall have non-skid feet and be securely tied off.
- E. Face the ladder and use both hands going up or down.
- F. Do not climb or descend ladders with tools, equipment, or material in your hands.
- G. Metal ladders shall not be used.
- H. Roofs not able to be accessed using a 40 foot or shorter ladder must be accessed by alternative means. If access cannot be achieved from other roofs or through the building interior, then an OSHA approved scaffolding tower with access ladder shall be erected and maintained by the Contractor.

3.11 Fire Protection

- A. Fully charged, inspected and tagged fire extinguishers must be located at all times on all occupied roof sections and staging areas. All fire extinguishers shall be minimum 20 lb., type ABC. At a minimum, one fire extinguisher shall be provided for each 3,000 square feet of roof area under construction. Travel distance from any point of the protected area to the nearest fire extinguisher shall not exceed 50 feet.
- B. The Contractor shall ensure that all required fire extinguishers are maintained in a fully charged and operable condition, including testing, inspections, and tagging. Fire extinguishers with out-of-date inspection tags shall be removed and replaced immediately.
- C. Smoking may be prohibited on the job site for various reasons. Employees will be expected to obey all "No Smoking" signs.
- D. Store all flammable liquids in approved safe containers. Contents will be described and marked flammable.
- E. Flammable liquids in excess of 10 gallons must not be stored on the roof overnight, unless specific written authorization is provided in advance by the Owner.
- F. When using flammable liquids to clean, dispose of the rags in approved containers or remove them from the roof daily to prevent possible spontaneous combustion.
- G. Never store bulk flammable material or liquids closer than 25' from open flames or other source of ignition.
- H. All hot work must be done in accordance with permit procedures in use at the facility. Obtain all necessary approvals prior to proceeding with any work that result in a flame or spark.

3.12 Electrical Safety

- A. All electrical circuits shall utilize ground-fault circuit interrupters (GFCI) to protect workers from injury.
- B. Regularly inspect all power cords. Any defective power cords shall be taken out of service and removed from the job site immediately.
- C. Only double insulated power tools shall be used.
- D. Regularly inspect all power tools. Any defective tools, including tools with damaged or repaired power cords, shall be taken out of service and removed from the job site immediately.
- E. When working on powered equipment, and power must be disconnected to perform the required work, the Contractor shall implement lock-out and tag-out procedures to protect workers from injury.
- F. Do not set up ladders or stage construction operations adjacent to power lines. If the only available locations are near power lines, implement measures to prevent injury, and coordinate any required outages with the Owner's Representative in advance.

3.13 Crane and Hoist

- A. Contractor shall comply with the Manufacturer's specifications and limitations. Rated load capacities, recommended operating speeds, and special hazard warnings or instructions shall be conspicuously posted on all equipment. Instructions or warnings shall be visible from the operator's station.
- B. Accessible areas within the swing radius of the rear of the rotating superstructure shall be properly barricaded to prevent the public or employees from being struck or crushed by the crane.
- C. All crawler or truck cranes in use shall meet the requirements as prescribed in the ANSI B30-5-1968 Safety Code for Crawler and Truck Cranes.
- D. Inspect all rigging equipment prior to use (chains, ropes, slings, shackles, etc.). Remove any defective equipment from the job site.

3.14 Public Liability

- A. Unauthorized persons are not allowed access to the roof at any time. Contractor shall control access to the roof.
- B. Barricades and signs shall be posted on the ground around the work area to warn the public.
- C. Locate air intake ducts, air conditioners, or air pumps. Notify Owner's Representative when dust or fumes may be drawn into the facility so that the unit may be shutdown and/or covered.
- D. At night, lock trucks, deactivate hoisting equipment, and take down ladders.
- E. Park vehicles so that they do not pose a hazard to other traffic moving around the job site. Trucks and equipment should not block sidewalks or other pedestrian travel ways without providing a clear, well-marked, alternate route of travel.

- End of Section -

PART ONE – GENERAL**1.01 General Requirements**

- A. Upon completion of work and prior to final payment, Contractor shall pay all required fees, secure all required inspections, and complete any other actions necessary to secure and deliver the specified warranties and related documents to the Owner.
- B. The warranty start date shall be no earlier than the date the Contractor certifies completion of all Manufacturer final inspection punchlist(s). In instances where the Manufacturer requires reinspection of the final inspection punchlist, the warranty start date shall be no earlier than the date the Manufacturer certifies that the Contractor completed all punchlist items to the Manufacturer's satisfaction.
- C. Manufacturers' warranties shall cover defects in materials and workmanship, shall not include any buy-out clauses, and shall not be prorated.
- D. All warranties shall contain written provisions stating that they will be fully transferable at any time during the specified warranty period.
- E. Warranties issued prior to the Manufacturer's final inspection, such as offered under the Manufacturer's pre-issue or early bird warranty programs, are not approved.
- F. This section includes Contractor's participation in a roof inspection prior to Contractor warranty expiration, to be included in the proposed contract price.

1.02 Manufacturer's Warranties

- A. The Contractor shall make all necessary notices for warranty purposes to the Manufacturer(s), as required to secure timely inspections and issuance of the specified warranties.
- B. After Manufacturers' final inspections, submit Manufacturers' final inspection reports and/or punch lists, and Contractor's certification that all identified corrective work has been corrected as required by the Manufacturers. If a Manufacturer requires reinspection of an issued punch list, submit certification from the Manufacturer that punchlist items have been completed to the Manufacturer's satisfaction.
- C. The following roofing Manufacturer's warranty shall be provided:
 - 1. Primary roofing coating Manufacturer's 10-year, limited material warranty.

1.03 Contractor Warranty

- A. The Contractor shall guarantee all materials and workmanship for a period of two years from the date of acceptance of the completed work by the Owner. The Contractor shall make good any defects in materials or workmanship that may develop during the two-year period by repairing or replacing such defects at without cost to the Owner.
- B. Contractor's warranty shall be prepared and submitted using the form provided in this section.

1.04 Maintenance Directives

- A. Manufacturer's warranty submittal shall include the Manufacturer's current published roof maintenance directives for the specified roof system type(s).

1.05 Contractor's Warranty Inspection

- A. Contractor shall attend an inspection of all roofs included under the Contractor's Warranty, in coordination with the Owner and/or Roof Consultant, between three to six months prior to the warranty expiration.
- B. Contractor shall provide access to all roofs for inspection, where a permanent means of access does not exist.

PART TWO – MATERIALS**2.01 Not Used****PART THREE – EXECUTION****3.01 Not Used**

CONTRACTOR'S WARRANTY

Trade: Roof Repair and Coating Work

Manufacturer and Roof System Installed: _____

Contractor: _____

Contractor Address: _____

Contractor Phone: _____

Contractor E-mail: _____

Contract Number and Date: _____

Project and Location 2023 Roof Coating Project
Mark Twain Elementary School
2111 Carriage Crest Drive
Carson City, NV 89706

Area of Roof Installation: Sections A, C, D, G, H, I, J, K, L, N, O, R, S, T, U, V, W, and Y

Date of Acceptance (Effective Warranty Date): _____

1. Contractor guarantees to Owner that the work identified above has been installed in accordance with the Contract Documents for the above referenced project, and meets the minimum requirements of the Manufacturers of all materials used in performance of the work.
2. Contractor guarantees to Owner that Contractor for a period of two years commencing with the date of Owner's acceptance of the installation, will make good any deficiencies that develop as a direct result of workmanship defects, by repairing or replacing such defects. All corrective work shall utilize materials and installation procedures in strict accordance with the Contract Documents.
3. Contractor guarantees to Owner that Contractor for a period of two years commencing with the date of Owner's acceptance of the installation, will maintain all sheet metal flashing in a watertight condition without cost to the Owner.
4. Contractor's liability hereunder shall be limited to the repair or necessary replacement of any defective component of the work without cost to Owner and shall not include incidental or consequential damages.

* By: _____

Title: _____

Company: _____

Date Executed: _____

** Warranty must be signed by a Company Officer*

CONTRACTOR'S WARRANTY

Trade: Roof Repair and Coating Work

Manufacturer and Roof System Installed: _____

Contractor: _____

Contractor Address: _____

Contractor Phone: _____

Contractor E-mail: _____

Contract Number and Date: _____

Project and Location 2023 Roof Coating Project
Fremont Elementary School
1511 Firebox Road
Carson City, NV 89701

Area of Roof Installation: Sections A, C, D, G, H, I, J, K, L, N, O, R, S, T, U, V, W, and Y

Date of Acceptance (Effective Warranty Date): _____

1. Contractor guarantees to Owner that the work identified above has been installed in accordance with the Contract Documents for the above referenced project, and meets the minimum requirements of the Manufacturers of all materials used in performance of the work.
2. Contractor guarantees to Owner that Contractor for a period of two years commencing with the date of Owner's acceptance of the installation, will make good any deficiencies that develop as a direct result of workmanship defects, by repairing or replacing such defects. All corrective work shall utilize materials and installation procedures in strict accordance with the Contract Documents.
3. Contractor guarantees to Owner that Contractor for a period of two years commencing with the date of Owner's acceptance of the installation, will maintain all sheet metal flashing in a watertight condition without cost to the Owner.
4. Contractor's liability hereunder shall be limited to the repair or necessary replacement of any defective component of the work without cost to Owner and shall not include incidental or consequential damages.

* By: _____

Title: _____

Company: _____

Date Executed: _____

** Warranty must be signed by a Company Officer*

CONTRACTOR'S WARRANTY

Trade: Roof Repair and Coating Work

Manufacturer and Roof System Installed: _____

Contractor: _____

Contractor Address: _____

Contractor Phone: _____

Contractor E-mail: _____

Contract Number and Date: _____

Project and Location 2023 Roof Coating Project

Carson High School

1111 N. Saliman Road

Carson City, NV 89701

Area of Roof Installation: Sections A, B, C, D, E, F, G, M, N, O, P, Q, R, S, and T

Date of Acceptance
(Effective Warranty Date): _____

1. Contractor guarantees to Owner that the work identified above has been installed in accordance with the Contract Documents for the above referenced project, and meets the minimum requirements of the Manufacturers of all materials used in performance of the work.
2. Contractor guarantees to Owner that Contractor for a period of two years commencing with the date of Owner's acceptance of the installation, will make good any deficiencies that develop as a direct result of workmanship defects, by repairing or replacing such defects. All corrective work shall utilize materials and installation procedures in strict accordance with the Contract Documents.
3. Contractor guarantees to Owner that Contractor for a period of two years commencing with the date of Owner's acceptance of the installation, will maintain all sheet metal flashing in a watertight condition without cost to the Owner.
4. Contractor's liability hereunder shall be limited to the repair or necessary replacement of any defective component of the work without cost to Owner and shall not include incidental or consequential damages.

* By: _____

Title: _____

Company: _____

Date Executed: _____

** Warranty must be signed by a Company Officer*

- End of Section -

PART ONE – GENERAL**1.01 Description**

- A. This section is, by design, general in scope. The specified methods herein apply to the majority of conditions present, however minor adjustments to the scope may be required based upon encountered conditions and configurations of existing components.
- B. Furnish all work as specified herein and as shown on the drawings.
- C. The contractor shall examine the project area(s) and shall be responsible for verifying all configurations of existing components. The owner will make no allowance to the contractor for not adequately examining the project area.
- D. The Roof Plan shows the project area(s) to be included and the general locations of work to be performed.
- E. Action Codes on the Roof Plan identify the general location and provide a brief description of work to be performed. Action Codes are cross-referenced with the standards specified in subsection 3.03 Required Work by Action Code.
- F. Where phrases are shown adjacent to an Action Code on the Roof Plan, the Contractor shall be responsible to identify all locations within the project area(s) requiring the applicable Action Code.
- G. Refer to additional key work notes on the Roof Plan and Details.
- H. Comply with the standards specified in this section and as listed in Summary of Work on the drawings.
- I. Damages to the building or grounds caused by the Contractor shall be corrected to the approval of the Owner's Representative at no additional cost to the Owner.
- J. References to bituminous membranes shall include built-up and modified bitumen membranes.
- K. References to single-ply membranes shall include thermoset and thermoplastic membranes.

1.02 The following roof system type is included in this specification section:**Roof Section**

All Roof Sections

Roof System Type

Acrylic coated asphalt built-up

1.03 References

- A. Standards: Comply with all pertinent standards specified in the contract documents, including those listed below. If the building code references a specific edition or revision of an individual standard, then comply with the specific edition or revision. Otherwise, comply with the latest published edition or revision available on the date the Contractor submits its price proposal to the Owner.
 - 1. *The NRCA Roofing and Waterproofing Manual*, National Roofing Contractors Association.
 - 2. *Annual Book of ASTM Standards*, ASTM International.

3. Manufacturer's published specifications, product data sheets, application instructions, and technical bulletins.
 4. *International Building Code*, ICC.
 5. *Repair Manual for Low Slope Membrane Roof Systems*, National Roofing Contractors Association.
 6. *Architectural Sheet Metal Manual*, Sheet Metal and Air Conditioning Contractors National Association.
 7. Certified Roofing Torch Welding Applicator (CERTA) Program, Midwest Roofing Contractors Association.
- B. References: Materials specified in this section shall be listed in the reference(s) below. The reference(s) used shall be the latest published edition available on the date the Contractor submits its price proposal to the Owner.
1. *Roofing Materials and Systems Directory and Fire Resistance Directory*, Underwriters Laboratories, Inc.

1.04 Quality Assurance

- A. Qualification of Contractors:
1. Use an adequate number of skilled workers who are thoroughly trained and experienced in the necessary crafts, and who are completely familiar with the means and methods needed for proper completion of the work in this section.
 2. In acceptance or rejection of the work, the Owner will make no allowance for lack of skill on the part of the Contractor's employees or subcontractors.
 3. All work involving a propane torch shall be performed by personnel who have successfully completed the MRCA CERTA program, or equivalent NRCA training program.
 4. Where existing roof system(s) are covered under warranty the Contractor shall be an approved applicator by the warranting roof system Manufacturer, as required to prevent voiding the warranty terms.
- B. The Contractor shall not subcontract the direct roof work covered under this specification to an individual or firm which is not a full-time employee of the Contractor's company.
1. Exceptions to this standard may include:
 - a. Plumbing Work
 - b. Masonry Work
 - c. Vegetation Pruning / Removal
 - d. Glazing Work
 - e. Skylight Work

- C. Provide materials bearing Underwriters Laboratories (U.L.) classification label on bundle, package, or container indicating materials have been produced under U.L.'s classification and follow-up services.
- D. The NRCA recommended methods of installation, unless superseded by this specification or Manufacturer recommendations shall be the basis for inspecting and acceptance, or rejection of the installation procedures used for this project.
- E. For all work requiring replacement of the perimeter or penetration flashings and where a detail drawing is not referenced or specified, the standard flashing details by the NRCA will be the basis for acceptance of work by the Owner's Representative, unless superseded by other standards in this section or by the Manufacturer's requirements.
- F. For all work requiring replacement of the existing base sheet and/or roof insulation, the minimum attachment of new materials shall be as recommended by the supplying Manufacturer and will be the basis for acceptance of work by the Owner's Representative, unless superseded by other standards in this section or by the Manufacturer's requirements.
- G. For work performed when the Owner's Representative is not onsite, document all work with digital photos. Submit as directed by the Owner's Representative.
- H. Adhesion Testing: Perform field adhesion testing of specified coating system in accordance with the Manufacturer's recommended procedures. Manufacturer shall prepare and/or approve report with photographic documentation.

1.05 Warranties

- A. The Contractor shall warrant all materials and workmanship, regardless of any active Manufacturer warranty, for a period of two years from the date of acceptance of the completed work by the Owner. The Contractor shall correct any defects in materials or workmanship which develop during the two-year period by repairing or replacing such defects at the Contractor's own expense.
- B. Refer to Section 01 78 36 – Warranties.

1.06 Submittals

- A. Comply with requirements of Section 01 30 01 – Project Administration.
- B. 14 calendar days prior to project start date, submit the following:
 - 1. Materials list of all items proposed to be furnished and installed under this section.

1.07 Delivery Storage and Handling

- A. Use all means to protect the materials to be installed under this section before, during, and after installation and protect the work of all other trades.
- B. Deliver materials to the job site in original, unopened packaging no sooner than seven calendar days prior to the start of the project.
- C. Package labels shall indicate material name, production date, lot number, and/or production code.

- D. Materials shall be stored elevated off the roof or ground and covered completely with weatherproof tarps securely anchored to resist displacement by wind.
- E. Space materials apart on the roof as to not overstress the deck.
- F. Follow recommendations for storage of temperature sensitive materials as published by the supplying Manufacturer.
- G. Materials shall be stored only in approved areas designated by the Owner.

PART TWO – PRODUCTS

2.01 General

- A. All products shall be manufactured or supplied by a producer who has an established record of 10 years or greater of successful application without alteration to the formulation of specified products.
- B. Manufacturer supplied V.O.C. compliant products shall be bid and used if V.O.C. regulations are in effect at the project location at the time of bidding.
- C. All products shall be 100 percent asbestos free.
- D. Products shall be of like materials currently installed unless otherwise specified or existing materials are substandard/incompatible products.
- E. Intermediate products, i.e. primers and cleaners, shall be supplied by or approved by the finished material Manufacturer.
- F. The specified materials shall be as listed in this section, unless amended by addendum. Exceptions are as follows:
 - 1. Substitute materials shall require submittal of product information for the proposed equal product and herein specified product at least five business days prior to the time set for the opening of bids. The Contractor shall state the specific use of each proposed substitute product and area of use. Approval by the specifier is required before any substitute materials are installed.

2.02 Approved Materials

- A. Asphalt Roof Cement
 - 1. Shall conform to ASTM D 4586
- B. Bitumen Reinforcing Mesh Fabric (Asphalt and Coal-Tar Pitch)
 - 1. Shall conform to ASTM D 1668, Type I
- C. Mineral Surfaced Cap Sheet
 - 1. Shall conform to ASTM D 3909
- D. Acrylic Patching Compound
 - 1. QUIK-SHIELD 1881 or approved equal

- E. Primer
 - 1. QUIK-SHIELD 1020 or approved equal
- F. SBS Modified Bitumen Membrane/Flashing
 - 1. Shall conform to ASTM D 6163, Type I
- G. SBS Modified Bitumen Membrane Adhesive
 - 1. Shall conform to ASTM D 3019, Type III
- H. SBS Modified Bitumen Flashing Adhesive
 - 1. Shall conform to ASTM D 4586, Type I
- I. Modified Bitumen Cement
 - 1. Shall conform to ASTM D 3409, Type I
- J. Wood Fiberboard
 - 1. Shall conform to ASTM C 208, Type II
 - 2. Grade 1 for bituminous materials
 - 3. Shall be supplied in 4' x 4' boards.
- K. Cant Strip
 - 1. Cant strip shall be 4.0"
- L. General Purpose Caulking
 - 1. Shall conform to ASTM C 920, Type S
- M. Two-Component Pourable Sealant
 - 1. Shall conform to ASTM C 1536
 - 2. Shall conform to ASTM C 1643
- N. Polyester Reinforcement Scrim
 - 1. Shall conform to ASTM D 1628
- O. Accessory Components
 - 1. Roof Drains and Strainers
 - a. The existing interior roof drains shall be used whenever practical.
 - b. Drain strainers shall be cast iron or aluminum and fit to match existing drain clamping rings.

PART THREE – EXECUTION**3.01 Installation – General**

- A. Perform all work in compliance with the latest existing material Manufacturer specifications and NRCA installation techniques along with the following requirements. These specific minimum requirements must be included in the bid and are not to be altered.
- B. Examine the areas and conditions under which work in this section will be installed. Correct conditions detrimental to the proper and timely completion of the work. Do not proceed until such conditions have been corrected.
- C. Perform all related work necessary for the installation of the specified work.
- D. The Contractor shall provide all measures necessary to protect adjacent structures, equipment, and surfaces from spills, overspray, contamination, etc., as required, and at no additional cost to the Owner.
- E. Ensure materials, bitumen, and debris do not enter the building interior.
- F. Ensure fasteners or other mechanical attachments do not penetrate conduits or other nonstructural items located beneath the roof deck.
- G. Strictly follow all Manufacturers' guidelines for storage, preheating, and application of temperature sensitive materials. Do not apply materials beyond the temperature range specified by the supplying Manufacturer.
- H. Minimum patch size for bituminous systems shall be 12" x 12" (field) and 8" x 8" (flashings).
- I. References to a "three-course" as applies to a coated roof section shall be as follows.
 - 1. Install a layer of acrylic patching compound.
 - 2. Embed one ply of reinforcing fabric.
 - 3. Install a layer of acrylic patching compound.

3.02 Surface Preparation

- A. Surfaces to receive materials shall be free of standing water, snow, ice, dew, condensate, dirt, debris, rust, deleterious materials, and contaminants.
- B. Surfaces and substrates shall be cleaned, prepared, and/or primed in accordance to this specification and the finished material Manufacturers' recommended preparation procedures prior to application of finish materials.
- C. Remove surfacing to facilitate work. Restore surfacing once work has been completed.
- D. Displace sheet metal components to facilitate work. Reinstall sheet metal components once work has been completed.
- E. Coated Asphalt Roof Systems:
 - 1. Remove loose surfacing materials 12" beyond damaged area.
 - 2. Prime smooth-surfaced areas 6" beyond damaged area.

3. Remove all blistered, loose, damaged, wet, or eroded materials to a sound substrate.

3.03 Required work by Action Code Reference

- A. The following numbers correspond to Action Codes located on the Roof Plan.
- B. Conform to Sections 3.01 and 3.02 prior to proceeding with the referenced work.
- C. Refer to the associated detail drawings at the end of this Bid Document regarding further specific aspects with the referenced work.

1.0 Leak History/Damage

General:

- A. Permanent tie-ins shall be installed per the existing system Manufacturer's requirements.
- B. Fill insulation shall be slightly higher than the adjacent roof membrane surface.
- C. The contractor shall notify the Owner's Representative immediately upon discovery of any deteriorated decking identified during tear-off work. Do not proceed until deteriorated decking has been corrected.

2.0 Field Membrane

For Coated Bituminous Roofing

- 2.01 In areas of split / cracked mole runs, membrane ridges and membrane punctures, damage or "soft spots" install new acrylic three-course repair 6" beyond damaged materials onto the existing membrane,

3.0 Perimeter Flashings

For Coated Bituminous Roofing:

- 3.01 In areas of cracked, split, open, or torn flashing, install acrylic three-course repair field and flashing membrane. Lap the new flashing repair 4" minimum beyond removed materials onto the primed existing field and flashing membranes. Mechanically secure top edges of all base flashings with a termination bar attached 8" o.c. maximum and three-course. Resecure any displaced metalwork.

4.0 Penetration Flashings

For Coated Bituminous Roofing:

- 4.04 Install modified bitumen flashing membrane onto the existing flashings. Lap the new flashing membrane 4" minimum onto the roof membrane and existing flashings. Mechanically secure the top edge of the flashing membrane with a termination bar attached 8" o.c. maximum and three-course. Resurface to match existing, including metalwork.

- 4.10** Remove existing pitch pan and replace with a stainless-steel pitch pan. Thoroughly clean all penetration surfaces sufficient to receive new sealant. Install quickset non-shrink cementitious grout to a depth of 2" below the top edge of the pitch pan. Install two-component polyurethane pourable sealant to a level slightly higher than the edge of the pitch pan sloped to shed water. Strip-in the bottom flange of the pitch pan using system appropriate materials.

6.0 Drainage

For Coated Bituminous Roofing:

- 6.03** Displace drain ring to facilitate work. Remove existing drain flashing to a bondable surface, replace all damaged insulation, prime roof and substrate or embed granules and prime substrate. Install 4 lb lead flashings and water block. Install a tapered insulation sump with positive slope, fastened per Manufacturer recommendations. Install modified bitumen membrane 4" beyond removed materials onto the existing membrane, resurface to match existing.
- 6.01** For all roof sections included in the project (included in the base bids) Remove all debris in and around the drainage device. Dispose of the debris as directed by the Owner's Representative.

7.0 Miscellaneous/Adjacent Conditions

- 7.01** For all roof sections included in the project (included in the base bids) Remove all debris from the roof surfaces, structures, and equipment. Dispose of debris as directed by the Owner's Representative.
- 7.02** Prune vegetation to eliminate damage to roof system or accumulation of fallen organic debris.

3.04 Verification

- A. Contractor shall inspect the work described by this section of the specification and shall verify that all components are complete and properly installed.
- B. Contractor shall correct any deficient work prior to installing subsequent work or notification of completion.

3.05 Cleaning

- A. Contractor shall return the surrounding area and grounds to a pre-existing or better condition.
- B. Contractor shall remove all packing material, scraps, and debris from the job site.
- C. Contractor shall follow the requirements of Section 02 41 20 – Roof Demolition and Cleanup.

- End of Section -

PART ONE - GENERAL**1.01 Description**

- A. Furnish and install weather and watertight fluid-applied acrylic coating system complete, in place, per the drawings and specifications.
- B. Manufacturer is responsible for conducting and/or approving adhesion tests to verify coating compatibility.

1.02 Quality Assurance

- A. Standards: Comply with all pertinent standards specified in the contract documents, including those listed below. If the building code references a specific edition or revision of an individual standard, then comply with that edition or revision. Otherwise, comply with the latest published edition or revision available on the date the Contractor submits its price proposal to the Owner.
 - 1. *The NRCA Roofing and Waterproofing Manual*, National Roofing Contractors Association
 - 2. Manufacturer's published specifications, product data sheets, application instructions, and technical bulletins.
 - 3. *Annual Book of ASTM Standards*, ASTM International
- B. Qualifications of Installers: Use adequate number of skilled workers who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and methods needed for proper performance of the work in this section. In acceptance or rejection of the work, the Owner will make no allowance for lack of skill on the part of the workers.
- C. Roofing Inspections: Make all required notifications and secure all required inspections by the manufacturer of the approved materials to facilitate issuance of the specified roof warranty.
- D. U.L. Listing: Provide materials bearing Underwriters Laboratories (U.L.) marking on bundle, package or container indicating that materials have been produced under U.L.'s classification and follow-up service.
- E. The Roofing Contractor shall not subcontract the installation of the roof system covered under this specification to an individual or a firm that is not a full-time employee of the Roofing Contractor's company.
- F. The roofing contractor shall be certified by the manufacturer to install the products listed under this section.
- G. Adhesion Testing: Perform field adhesion testing of specified coating system in accordance with the Manufacturer's requirements.

1.03 References

- A. References: Materials used in this section shall be listed in the reference(s) below. The reference(s) used shall be the latest published edition available on the date the Contractor submits its price proposal to the Owner.
 - 1. *Roofing Materials and Systems Directory and Fire Resistance Directory*, Underwriters Laboratories, Inc.

1.04 Submittals

- A. General: Comply with the provisions of Section 01 30 01.
- B. Product Data: 14 days prior to starting work, submit:
 - 1. Complete material list of all items proposed to be furnished and installed under this section.
 - 2. Manufacturer's recommended methods of installation.
 - a. When approved by the Owner, the manufacturer's recommended methods of installation, unless superseded by the specification, will become the basis for inspecting and acceptance or rejection of the actual installation procedures used in this work.
- C. Manufacturer-approved field adhesion testing report for specified coating system.

1.05 Product Handling

- A. Protection: Use all means to protect the materials of this section before, during and after installation and to protect the work and materials of all other trades.
- B. Delivery and Storage: Deliver materials to the job site in original, unopened containers no sooner than 14 days prior to start of job. Package labels shall indicate material name, production date, lot number and/or product code. Materials shall be stored up, off of the roof deck or ground and covered completely with weatherproof canvas tarpaulins that are securely anchored so as to resist wind blow-off. Do not over stress the deck, when storing materials on the roof.
- C. Replacements: In the event of damage, immediately make all repairs and replacements to the approval of the Owner and at no additional cost to the Owner.
- D. Follow the manufacturer's recommendations for storage of temperature sensitive materials. Store materials in a dry area above 40°F and protect from water and direct sunlight.

1.06 Scheduling

- A. Work is to be performed on a daily basis with each section completed before progressing to the next day's work unless specifically directed otherwise by the Owner's Representative.
- B. Mechanical units (blowers, HVAC) should be prevented from distributing chemical solvent fumes into the building.
- C. Coatings should be protected from traffic and other abuse until completely cured and installation is complete.
- D. Application shall proceed to dry, clean surfaces only. In planning work, consider environment and weather-related conditions such as frost, mist, dew, condensation, humidity, and temperature. Temperature should be above 50°F, and more than 5°F above the dew point and rising.

1.07 Warranty

- A. Warranty: See Section 01 78 36.

PART TWO - PRODUCTS**2.01 General**

- A. Minimum product requirements have been listed. All of these components must be used and bid. Products not supplied by the manufacturer are to be purchased from a manufacturer-approved source.
- B. Manufacturer supplied V.O.C. compliant products shall be bid and used if V.O.C. regulations are in effect at the project location at the time of bidding.
- C. No product shall contain any asbestos or asbestos-related products.

2.02 Acceptable Manufacturers

- A. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
- B. Manufacturers: Subject to compliance with requirements, provide products by one of the following:
 - 1. Acrylic Coating
 - a. QUICK-SHIELD 1929F Flame Retardant Acrylic Coating by SWD Urethane or approved equal
 - 2. Primer
 - a. QUICK-SHIELD 1020 Acrylic Primer by SWD Urethane or approved equal

PART THREE - EXECUTION**3.01 Adhesion Tests**

- A. Prior to beginning work, the contractor shall examine adhesion between specified coating materials and all prepared substrates using the following qualitative method:
 - 1. Perform tests using the 180-degree peel test method in accordance with ASTM C794:
 - 2. Conduct three (3) representative test per school.
 - 3. Clean, rinse and prepare the substrate as specified, allow to dry.
 - 4. Apply primer as specified. Allow primer to fully dry.
 - 5. Cut 1-inch-wide x 12-inch-long strips of specified polyester reinforcing fabric (see Section 07 10 50.62 – Repair of Existing Roof System for polyester reinforcement specification)
 - 6. Apply specified liquid-applied coating material to the prepared substrate.
 - 7. Use specified coating materials to fully encapsulate an 8- to 9-inch-long section of the 12-inch strip of reinforcing fabric, allow a 3 to 4 inch "dry tail" to remain un-coated.

8. Based on environmental conditions, allow up to 2 weeks for samples to fully cure for optimum results.
 9. Grip the "dry tail" end of the reinforcing fabric and pull 180 degrees, parallel with the surface. Use a small fish scale or similar scale to measure quantitative results in pounds of resistance
 10. Record results with digital photos for reference
- B. Do not proceed with coating work until after adhesion testing report is reviewed by the Owner's Representative and Consultant.

3.02 Inspection

- A. Verify that all surfaces are clean, dry, and free of dust, dirt, debris, oil, solvents, and all materials that may adversely affect the adhesion of the coating. The surface to receive the coating shall be stable, secure, and repaired as specified prior to coating application.
- B. Perform all specified repair work prior to coating application.

3.03 Installation – General

- A. Examine the areas and conditions under which work in this section will be installed. Correct conditions detrimental to the proper and timely completion of the work. Do not proceed until such conditions have been corrected.
- B. Perform all related work necessary for the installation of the specified work.
- C. Ensure materials, and debris do not enter the building interior.

3.04 Surface Preparation

- A. Protection of Surfaces
 1. The Contractor shall provide all measures necessary to protect adjacent structures, equipment, and surfaces from spills, overspray, contamination, etc., as required, and at no additional cost to the Owner.
 2. Contractor shall "mask" and protect all metal counterflashings, equipment, metal equipment covers, roof top utilities, painted wall or pipe surfaces, drainage devices, metal flashings and walk pads from coating overspray. The coating termination edge in all areas shall have masked edges that are neat, straight and uniform.
 3. All coating shall cover the roof and flashing membrane. Coating shall extend as follows:
 - a. To the metal counterflashing, coping or equipment cover
 - b. Over the cementitious coping to the outer edge of the wall
 - c. 8" above the field membrane when no metal termination exists

- B. Surface Cleaning
 - 1. Clean the existing surface by power washing, scrubbing, and/or brooming to remove all contaminants. Use cleaning agents as recommended by manufacturer if required. Surface shall be smooth, clean, and dried prior to proceeding with repairs.
 - 2. Roof surface must be completely dry prior to coating application.
- C. Priming
 - 1. Once the surface is clean and dry, apply Primer at approximately 1 gallon per 300ft² over the prepared substrates. Allow Primer to dry.
 - 2. Top coat Primer within 24 hours.

3.04 Fluid Applied Acrylic Coating Application

- A. Ensure primers, sealants and repairs are completely dry and cured.
- B. Over the properly prepared surface, apply a coat of the Acrylic Coating at an approximate rate of 2 1/2 gallons per 100 square feet to achieve 24 dry mils final total thickness. If accomplished in multiple coats, allow 4 to 6 hours between layers.
 - 1. Periodically check the coating thickness during installation using a wet mil gauge. Apply additional coating where necessary to meet thickness requirements.
- C. Allow coating to cure

3.05 Cleaning

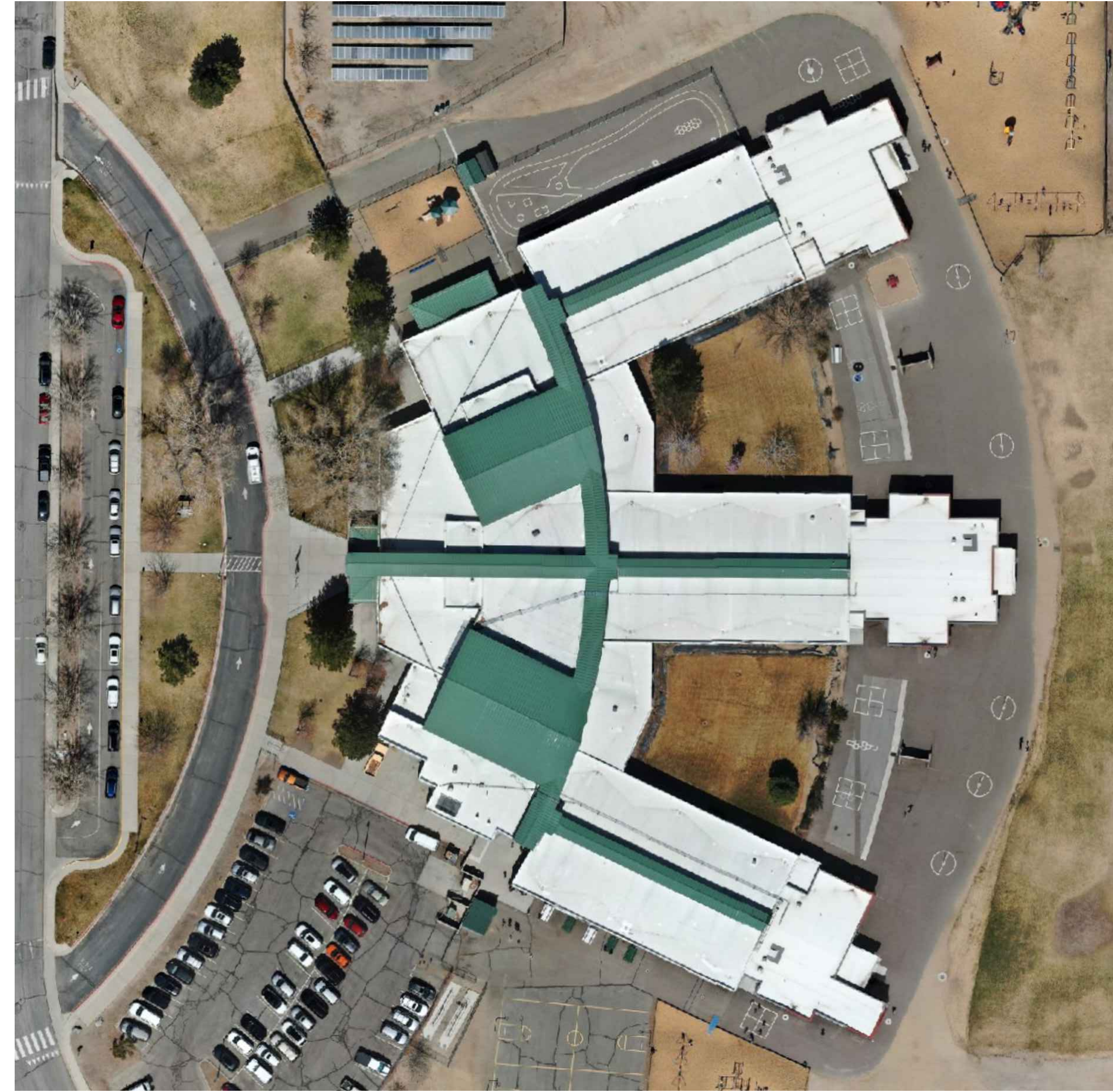
- A. Clean up and properly dispose of waste and debris resulting from these operations each day as required to prevent damages and disruptions to operations.

- End of Section -

CARSON CITY SCHOOL DISTRICT

2023 ROOF COATING PROJECT

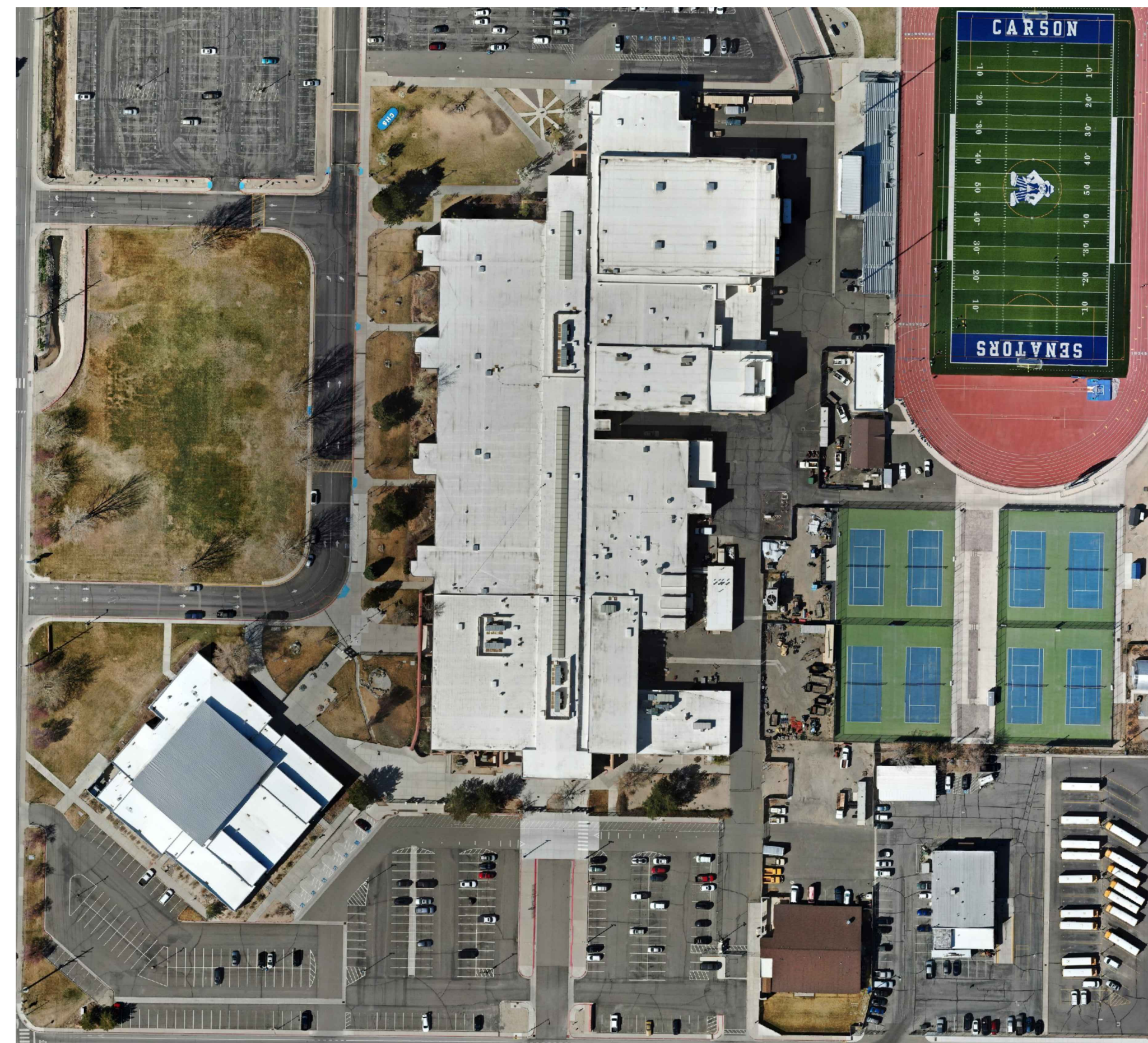
MARK TWAIN ELEMENTARY SCHOOL
 SECTIONS A, C, D, G, H, I, J, K, L, N, O, R, S, T, U, V, W, AND Y
 2111 CARRIAGE CREST DRIVE
 CARSON CITY, NV 89706



FREMONT ELEMENTARY SCHOOL
 SECTIONS A, C, D, G, H, I, J, K, L, N, O, R, S, T, U, V, W, AND Y
 1511 FIREBOX ROAD
 CARSON CITY, NV 89701



CARSON HIGH SCHOOL
 SECTIONS A, B, C, D, E, F, G, M, N, O, P, Q, R, S, AND T
 1111 N. SALIMAN ROAD
 CARSON CITY, NV 89701



SHEET INDEX

- R0.01 TITLE SHEET
- R0.02 SUMMARY OF WORK AND DESIGN DATA
- R1.01 2023 ROOF COATING PLAN - MARK TWAIN ELEMENTARY SCHOOL
- R1.02 2023 ROOF COATING PLAN - FREMONT ELEMENTARY SCHOOL
- R1.03 2023 ROOF COATING PLAN - CARSON HIGH SCHOOL

AERIAL IMAGES
 SCALE: NONE

DRAWING RECORD			
REV. NO.	DESCRIPTION	DATE	BY
NA	BD SET	03/02/23	CLM

DATE	03/02/23
DESIGNED BY	M. YEAGER
CHECKED BY	C. LISOMI
PROJECT NO.	22CSDCARS0006B
DRAWING NO.	22CSDCARS0006B

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 Phone: 319.393.9100
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CARSON CITY SCHOOL DISTRICT

PROJECT: MARK TWAIN ELEMENTARY SCHOOL, FREMONT ELEMENTARY SCHOOL, AND CARSON HIGH SCHOOL
 CARSON CITY, NV

BENCHMARK PROJECT NO.: 22CSDCARS0006B
 SHEET NUMBER: R0.01

R0.01

TITLE SHEET

ORIGINAL SHEET SIZE: 42 x 30

File: C:\Design\2023\SSD - Carson City, NV\Design\22CSDCARS0006B.dwg Time: Mar 06, 2023 2:27pm

REV. NO.	DESCRIPTION	DATE	BY
NA	BID SET	03/02/23	CLM/T

SUMMARY OF WORK

- 1.01 GENERAL**
- A. THIS SUMMARY OF WORK IS FOR THE CONVENIENCE OF THE CONTRACTOR ONLY AND SHALL NOT BE CONSTRUED AS A COMPLETE ACCOUNTING OF ALL WORK TO BE PERFORMED.
- B. THE EXTENT OF THE SCOPE OF WORK IS INDICATED ON THE DRAWINGS AND BY THE REQUIREMENTS OF EACH SECTION OF THE SPECIFICATIONS.
- C. THE CONTRACTOR SHALL EXAMINE THE SITE AND SHALL BE RESPONSIBLE FOR VERIFYING ALL EXISTING CONSTRUCTION AND CONDITIONS. REFER TO DIVISION 00 REQUIREMENTS.
- 1.02 APPLICABILITY OF MANUFACTURER REQUIREMENTS DURING BIDDING AND CONSTRUCTION**
- A. THE CONTRACT DOCUMENTS MAY REQUIRE MATERIALS OR INSTALLATION PRACTICES THAT EXCEED THE MANUFACTURER'S MINIMUM REQUIREMENTS FOR THE SPECIFIED WARRANTY. THE REQUIREMENTS OF THE CONTRACT DOCUMENTS SUPERSEDE THE MANUFACTURER'S REQUIREMENTS IN THESE INSTANCES. THESE REQUIREMENTS MAY NOT BE ALTERED DURING BIDDING OR INSTALLATION OF THE WORK, UNLESS FORMAL MODIFICATIONS ARE ISSUED DURING BIDDING OR CONSTRUCTION BY THE OWNER OR OWNER'S REPRESENTATIVE.
- B. IF THE MANUFACTURER'S MINIMUM REQUIREMENTS FOR THE SPECIFIED WARRANTY REQUIRE PRACTICES THAT EXCEED THE REQUIREMENTS OF THE CONTRACT DOCUMENTS, OR IF THE CONTRACT DOCUMENTS DO NOT REFERENCE A MANUFACTURER'S REQUIREMENT PERTINENT TO SUCCESSFUL PERFORMANCE OF THE WORK, THE ASSOCIATED MANUFACTURER'S REQUIREMENTS SHALL BE FOLLOWED IN THESE INSTANCES.
- C. THE MANUFACTURER'S REQUIREMENTS MAY CONTAIN MORE DETAIL ABOUT WORK EXECUTION-RELATED PROCEDURES THAN THE CONTRACT DOCUMENTS. WHERE THESE ADDITIONAL REQUIREMENTS DO NOT CONFLICT WITH THE CONTRACT DOCUMENTS, THEY SHALL GUIDE THE PERFORMANCE OF RELATED ASPECTS OF THE WORK.
- 1.03 EXISTING ROOF SYSTEM INFORMATION**
- A. REFER TO INFORMATION BELOW FOR A DESCRIPTION OF THE EXISTING ROOF ASSEMBLY COMPONENTS AS THEY ARE BELIEVED TO EXIST, LISTED TOP TO BOTTOM.
1. ROOF SECTION - ALL ROOF SECTIONS:
- | | |
|---------------|--------------------|
| SURFACING | ACRYLIC COATING |
| ROOF MEMBRANE | 3-PLY ASPHALT BUR |
| UNDERLAYMENT | 1-PLY ORGANIC FELT |
| ROOF DECK | PLYWOOD |
- B. CONTRACTOR SHALL BE RESPONSIBLE FOR FIELD VERIFICATION PRIOR TO BASING BIDS ON THE PROVIDED INFORMATION.
- C. TEST CUTTING AND IMMEDIATE PATCHING BY THE CONTRACTOR WILL BE ALLOWED AT THE PRE-BID MEETING. PROVIDED THE ASSOCIATED WORK IS PERFORMED BY QUALIFIED PERSONNEL, WITH SUITABLE COMPATIBLE MATERIALS, CONTRACTOR SHALL POSSESS ALL ASSOCIATED SDS AND APPROPRIATE PPE.
- 1.04 DEMOLITION AND ROOF PREPARATION**
- A. COORDINATE ALL ASPECTS OF DEMOLITION WORK WITH OWNER'S REPRESENTATIVE AND ALL OTHER TRADES.
- B. PROVIDE PROTECTIVE MEASURES AROUND THE ROOF AND BUILDING AS SPECIFIED, PRIOR TO BEGINNING WORK.
- C. WATER TEST ALL DRAINS TO ENSURE PROPER OPERATION PRIOR TO BEGINNING WORK.
- D. REMOVE DEBRIS FROM ROOF AREA AND PROPERLY DISPOSE OF ALL MATERIALS OFF SITE.
- E. AT THE END OF EACH DAY, ENSURE THAT ALL DRAINS ARE IN PROPER WORKING ORDER AND THAT DRAIN LINES ARE TOTALLY UNRESTRICTED. IMPLEMENT ANY REQUIRED CORRECTIVE MEASURES BEFORE LEAVING THE JOB SITE THAT DAY.
- 1.05 LIQUID APPLIED COATING SURFACE PREPARATION**
- A. REMOVE ALL LOOSE AND DETERIORATED COATING TO BONDABLE BASE.
- B. POWER WASH ALL SURFACES TO RECEIVE LIQUID APPLIED COATING TO REMOVE SURFACE CONTAMINANTS.
- 1.06 LIQUID APPLIED ROOF COATING SYSTEM**
- A. PRIOR TO STARTING WORK, VERIFY ACCEPTABLE FIELD ADHESION TESTING RESULTS HAVE BEEN ACHIEVED, AND REQUIRED REPORTS HAVE BEEN RECEIVED BY THE OWNER'S REPRESENTATIVE. SEE SPECIFICATIONS.
- B. CLEAN AND PREPARE EXISTING ROOF MEMBRANE AND MEMBRANE FLASHINGS. CONDUCT HIGH PRESSURE WASH WITH CLEAN WATER AS REQUIRED BY MANUFACTURER.
- 1.07 ROOF REPAIR WORK**
- A. PROVIDE ROOF REPAIR WORK AS SPECIFIED.
- 1.08 ROOF COATING WORK**
- A. PROVIDE ROOF COATING WORK AS SPECIFIED.
- 1.09 QUANTITY ALLOWANCES**
- A. THE BID AND CONTRACT PRICE SHALL INCLUDE THE FOLLOWING STIPULATED QUANTITY ALLOWANCES, TO BE ADJUSTED BY THE ESTABLISHED UNIT PRICES. REFER TO DIVISION 00 AND 01 SPECIFICATIONS FOR UNIT PRICE DESCRIPTIONS AND RELATED REQUIREMENTS.
- | ABBREVIATED DESCRIPTION | QTY | U.O.M. | ROOF SECTION |
|---|-----|---------|----------------|
| ACTION CODE 2.01 - REPAIR DAMAGED MEMBRANE | 100 | SQ. FT. | MARK TWAIN ES |
| ACTION CODE 2.01 - REPAIR DAMAGED MEMBRANE | 100 | SQ. FT. | FREMONT ES |
| ACTION CODE 2.01 - REPAIR DAMAGED MEMBRANE | 200 | SQ. FT. | CARSON HS |
| ACTION CODE 3.01 - REPAIR DAMAGED WALL FLASHING | 50 | SQ. FT. | MARK TWAIN ESL |
| ACTION CODE 3.01 - REPAIR DAMAGED WALL FLASHING | 50 | SQ. FT. | FREMONT ES |
| ACTION CODE 3.01 - REPAIR DAMAGED WALL FLASHING | 50 | SQ. FT. | CARSON HS |
| ACTION CODE 4.04 - REPLACE PENETRATION FLASHING | 2 | EACH | CARSON HS |
| ACTION CODE 4.10 - REPLACE PITCH PAN | 1 | EACH | CARSON HS |
| ACTION CODE 6.03 - REPLACE DRAIN FLASHING | 1 | EACH | FREMONT ES |
| ACTION CODE 7.02 - PRUNE ADJACENT VEGETATION | 1 | EACH | MARK TWAIN ES |
| ACTION CODE 7.02 - PRUNE ADJACENT VEGETATION | 1 | EACH | FREMONT ES |
| ACTION CODE 7.02 - PRUNE ADJACENT VEGETATION | 1 | EACH | CARSON HS |
- B. THE VALUE WITHIN THE CONTRACT ASSOCIATED WITH EACH ALLOWANCE ITEM SHALL BE SEPARATELY LISTED ON THE SCHEDULE OF VALUES SUBMITTED WITH EACH APPLICATION FOR PAYMENT. REFER TO DIVISION 01 ADMINISTRATIVE INSTRUCTIONS FOR FURTHER INFORMATION.

DESIGN DATA

- 1.01 GENERAL NOTES**
- A. THIS SHEET IS INTENDED TO COMMUNICATE BUILDING CODE INFORMATION, DESIGN STANDARDS, AND DESIGN DATA.
- 1.02 PROJECT REQUIREMENTS**
- A. THE COMPLETED ROOF SYSTEM SHALL MEET THE FOLLOWING REQUIREMENTS AT A MINIMUM:
- | | |
|-----------------------|---|
| BUILDING CODE: | 2018 INTERNATIONAL BUILDING CODE |
| ENERGY CODE: | 2018 INTERNATIONAL ENERGY CONSERVATION CODE |
| WIND DESIGN STANDARD: | ASCE 7-16 |
- 1.03 ROOF SECTION SPECIFIC REQUIREMENTS**
- A. THE COMPLETED ROOF SYSTEM SHALL MEET THE FOLLOWING DESIGN WIND LOAD PRESSURES:
1. ROOF SECTIONS - ALL ROOF SECTIONS:
- | | |
|--------|------------|
| ZONE 1 | NOT USED |
| ZONE 2 | -45.38 PSF |
| ZONE 3 | -57.45 PSF |
| ZONE 4 | -75.63 PSF |
- B. THE COMPLETED ROOF SYSTEM SHALL MEET THE FOLLOWING EXTERNAL FIRE RATING:
1. ROOF SECTIONS - ALL ROOF SECTIONS:
- | | |
|----|---------|
| UL | CLASS A |
|----|---------|
- 1.04 PROJECT DESIGN DATA**
- A. WIND DESIGN DATA:
- | | |
|---|---------|
| BASIC DESIGN WIND SPEED (V): | 105 MPH |
| ALLOWABLE STRESS DESIGN WIND SPEED (V _{all}): | 82 MPH |
| SAFETY FACTOR: | 2.0 |
- B. ROOF DRAINAGE:
- | | |
|----------------------------|-----------------|
| RAIN INTENSITY (i): | 1.1 INCHES/HOUR |
| MODIFICATIONS TO DRAINAGE: | NO |
- 1.05 ROOF SECTION-SPECIFIC DESIGN DATA**
- A. WIND LOAD DESIGN DATA:
- NOTE: ROOF HEIGHT INFORMATION FURNISHED SHALL NOT BE USED FOR THE PURPOSES OF DETERMINING AND/OR BIDDING CONSTRUCTION LOGISTICS.
1. ROOF SECTIONS - ALL ROOF SECTIONS:
- | | |
|---|------------------|
| RISK CATEGORY: | III |
| EXPOSURE CATEGORY: | B |
| INTERNAL PRESSURE COEFFICIENT: | 0.55 |
| MEAN ROOF HEIGHT: | 30 FEET |
| ROOF SLOPE: | 1/4" IN 12" |
| APPROXIMATE EXISTING ROOF SYSTEM WEIGHT: | 5.4 PSF |
| APPROXIMATE NEW ROOF SYSTEM WEIGHT: | 5.6 PSF |
| APPROXIMATE CHANGE IN ROOF SYSTEM WEIGHT: | 4 % INCREASE |
| APPROXIMATE NET CHANGE IN ROOF SYSTEM WEIGHT: | 0.2 PSF INCREASE |



CLIENT: **CARSON CITY SCHOOL DISTRICT**

PROJECT: **MARK TWAIN ELEMENTARY SCHOOL, FREMONT ELEMENTARY SCHOOL, AND CARSON HIGH SCHOOL, CARSON CITY, NV**

BENCHMARK PROJECT NO.: **22CSDCARSR000B**

SHEET NUMBER: **R0.02**

DRAWING TITLE: **SUMMARY OF WORK AND DESIGN DATA**

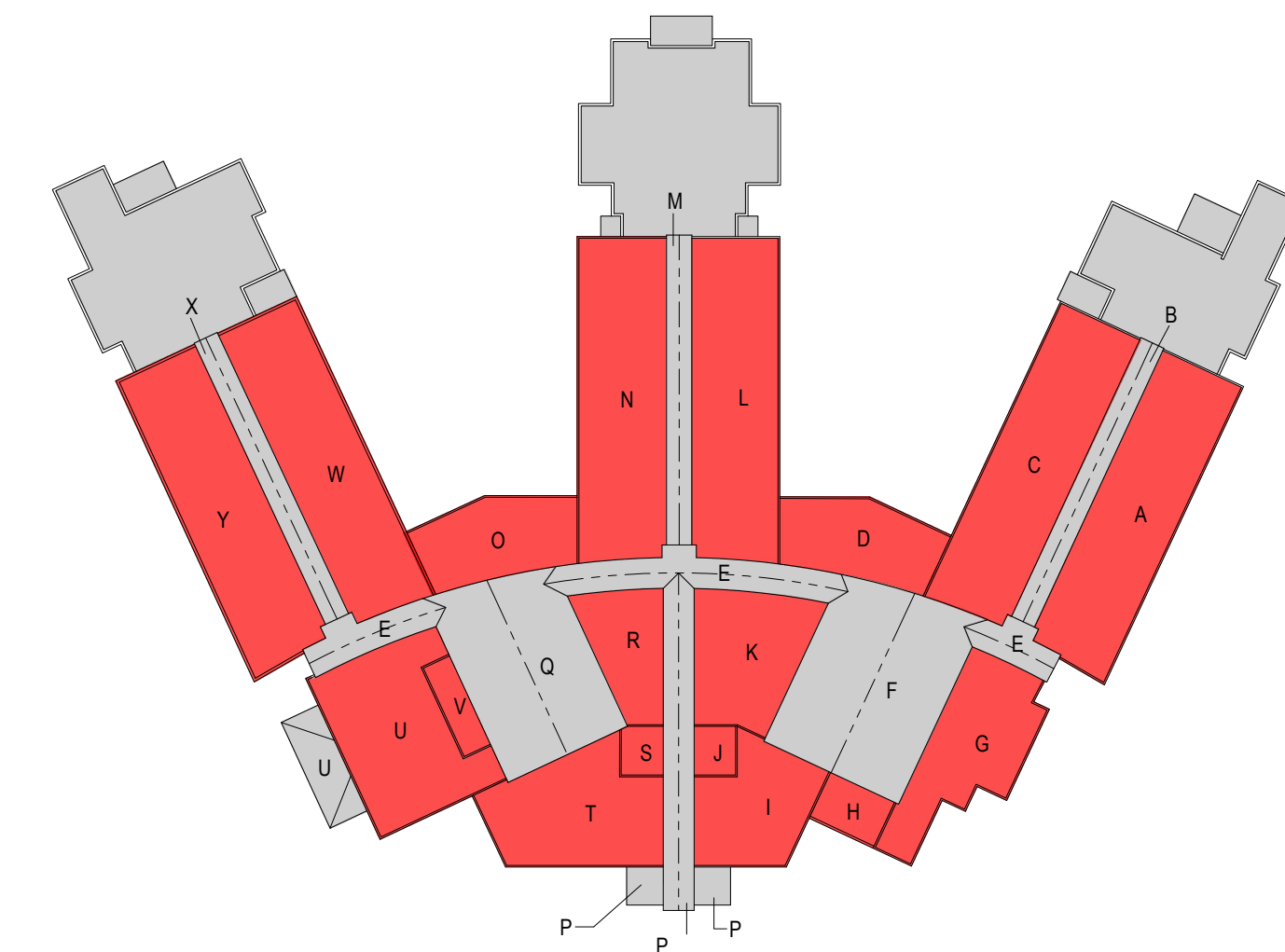
DATE	03/02/23
DESIGNED BY	M. YEAGER
CHECKED BY	C. LEBLANC
IN CHARGE	D. BRUDYNE
PROJECT NO.	22CSDCARSR000B

GENERAL NOTES

- A. THIS DRAWING IS INTENDED FOR ORIENTATION, APPROXIMATE CONFIGURATION, AND LOCATION OF DETAILS AND NOTES. CONTRACTOR SHALL FIELD VERIFY ALL ITEMS FOR BIDDING AND INSTALLATION PURPOSES.
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- C. IF A GIVEN CONDITION IS NOT REPRESENTED BY A DETAIL DRAWING, AND THE WORK CANNOT BE DEFINED BY REFERRING TO SIMILAR DETAIL, SUBMIT A REQUEST FOR CLARIFICATION TO THE OWNER'S REPRESENTATIVE. PROCEED BASED ON FULLY EXECUTED CHANGE DIRECTIVE OR CHANGE ORDER. REGARDLESS OF SPECIFIED WARRANTY, BID SHALL INCLUDE VALUE OF INSTALLING ALL WORK, COMPLETE, PER ROOFING MANUFACTURER'S REQUIREMENTS FOR A 10-YEAR MINIMUM WARRANTY. UNAUTHORIZED DETAIL CHANGES ARE SUBJECT TO REJECTION BY THE OWNER'S REPRESENTATIVE.
- D. REFER TO SUMMARY OF WORK DRAWING SHEET FOR BASIC SCOPE OF WORK, INCLUDING PRESUMED EXISTING ROOF SYSTEM COMPONENTS, QUANTITY ALLOWANCES FOR UNIT PRICE WORK AND PROPERTY INSURANCE COMPANY REQUIREMENTS WHERE APPLICABLE.
- E. FOR ROOF DESIGN DATA, REFER TO THE CORRESPONDING DESIGN DATA DRAWING SHEET.

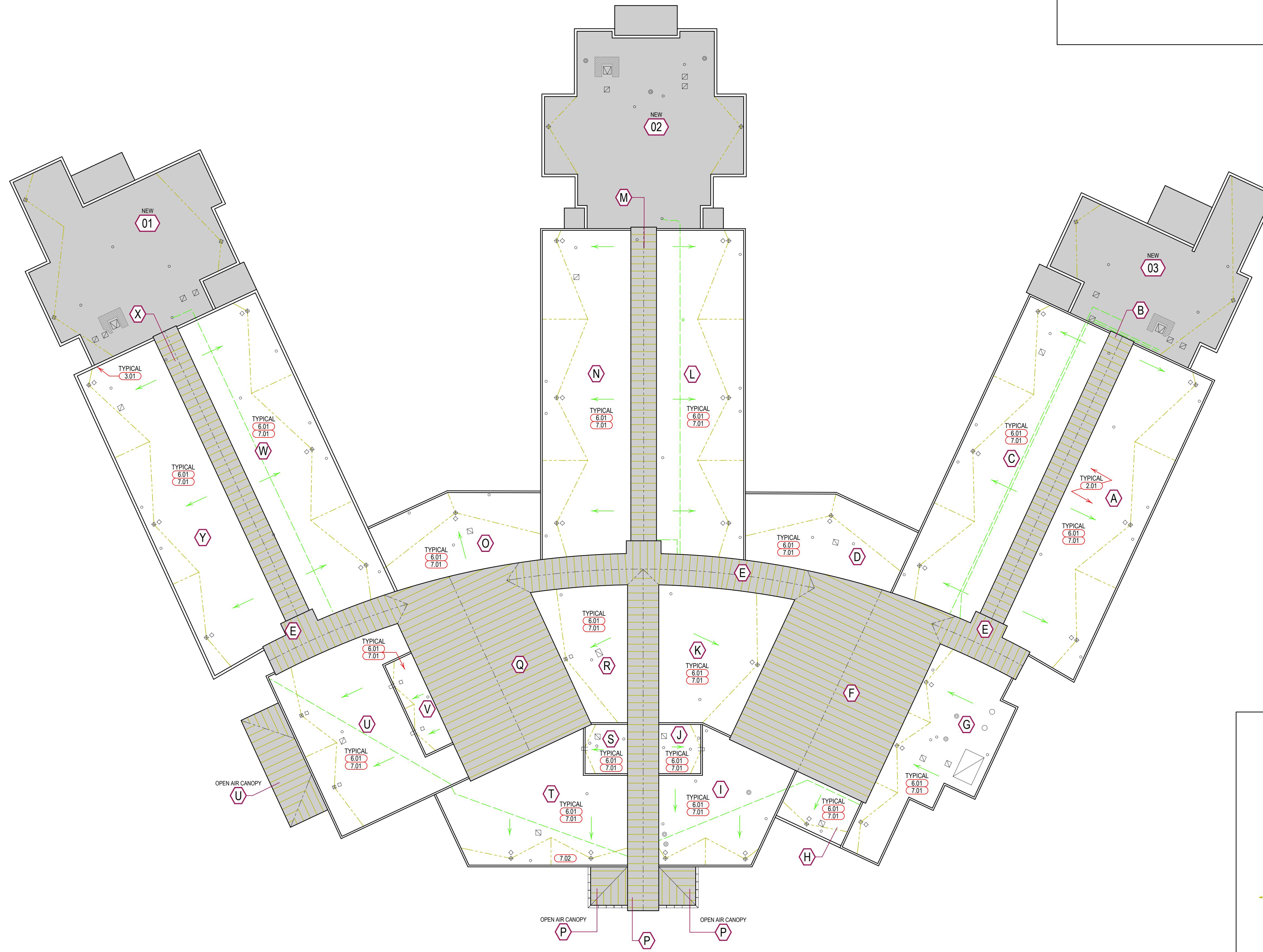
ACTION CODE LEGEND

- 2.01 REPAIR DAMAGED MEMBRANE IN AREAS OF VISIBLE SPLIT / CRACKED MOLE RUNS, MEMBRANE RIDGES, MEMBRANE PUNCTURES, AND DAMAGE OR "SOFT SPOTS" - WORK TO BE PERFORMED ON A UNIT COST BASIS
- 3.01 REPAIR DAMAGED WALL FLASHING IN AREAS OF CRACKED, SPLIT, OPEN, OR TORN FLASHING - WORK TO BE PERFORMED ON A UNIT COST BASIS
- 4.04 REPLACE PENETRATION FLASHING - WORK TO BE PERFORMED ON A UNIT COST BASIS
- 4.10 REPLACE PITCH PAN - WORK TO BE PERFORMED ON A UNIT COST BASIS
- 6.01 REMOVE DEBRIS FROM DRAINAGE DEVICE - WORK TO BE INCLUDED IN THE BASE BID AND APPLIES TO ALL ROOF SECTIONS
- 6.03 REPLACE DRAIN FLASHING - WORK TO BE PERFORMED ON A UNIT COST BASIS
- 7.01 REMOVE DEBRIS FROM ROOF - WORK TO BE INCLUDED IN THE BASE BID AND APPLIES TO ALL ROOF SECTIONS
- 7.02 PRUNE ADJACENT VEGETATION - WORK TO BE PERFORMED ON A UNIT COST BASIS

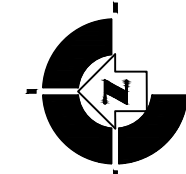
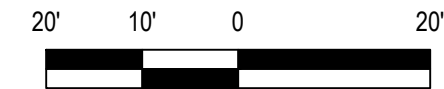


PROJECT AREA
ADJACENT AREA - NOT IN CONTRACT

KEY PLAN
SCALE: NONE



ROOF PLAN



SYMBOL LEGEND

	PARQUET MILL
	METAL EDGE
	GUTTER
	SCUPPER
	PIPE PENETRATION
	FLANGED PENETRATION
	ROOF DRAIN
	OVERFLOW DRAIN
	ROOF CURB
	ROOF HATCH
	METAL ROOF
	SHINGLED ROOF
	PIILING ON SUPPORTS
	CRACKET/SADDLE
	RIIDGE/VALLEY LINE
	RIIDGE/VALLEY LINE (PITCHED)
	SLOPE DIRECTION
	ROOF SECTION
	ACTION CODE
	NOT IN CONTRACT

DRAWING RECORD			
REV. NO.	DESCRIPTION	DATE	BY
NA	BID SET	03/06/23	CLM/T

DATE: 03/06/23	PROJECT: 22CSDCARSR006B
DRAWN BY: M. YEAGER	CHECKED BY: C. LISDAM
DESIGNED BY: C. LISDAM	SCALE: AS SHOWN
PROJECT NO: 22CSDCARSR006B	SHEET NO: 22CSDCARSR006B.002

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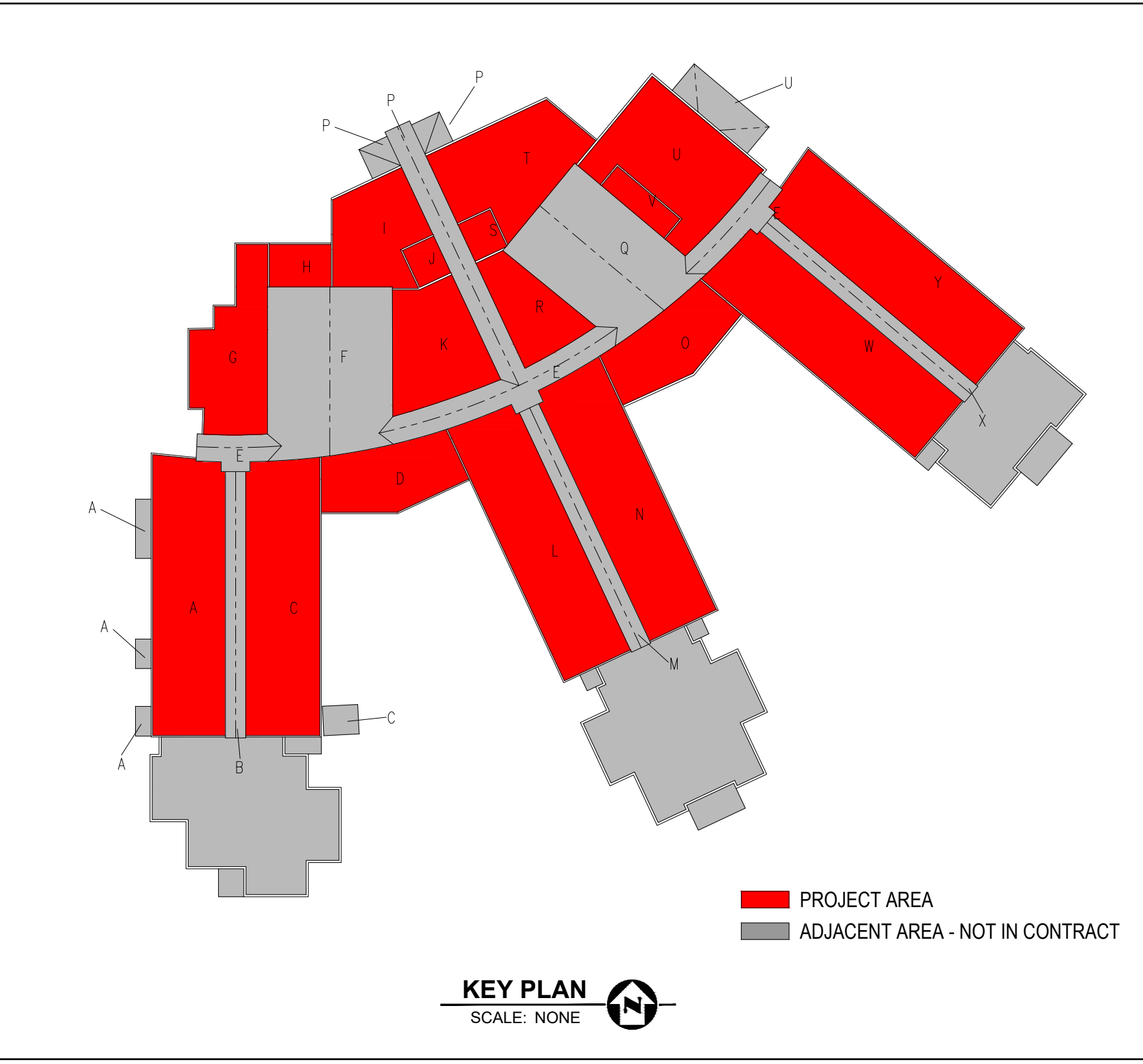
CLIENT: CARSON CITY SCHOOL DISTRICT
PROJECT: MARK TWAIN ELEMENTARY SCHOOL
2111 CARRIAGE CREST DRIVE
CARSON CITY, NV 89706
DRAWING TITLE: 2023 ROOF COATING PLAN

BENCHMARK PROJECT NO: 22CSDCARSR006B
SHEET NUMBER: **R1.01**

ORIGINAL SHEET SIZE: 42 x 30

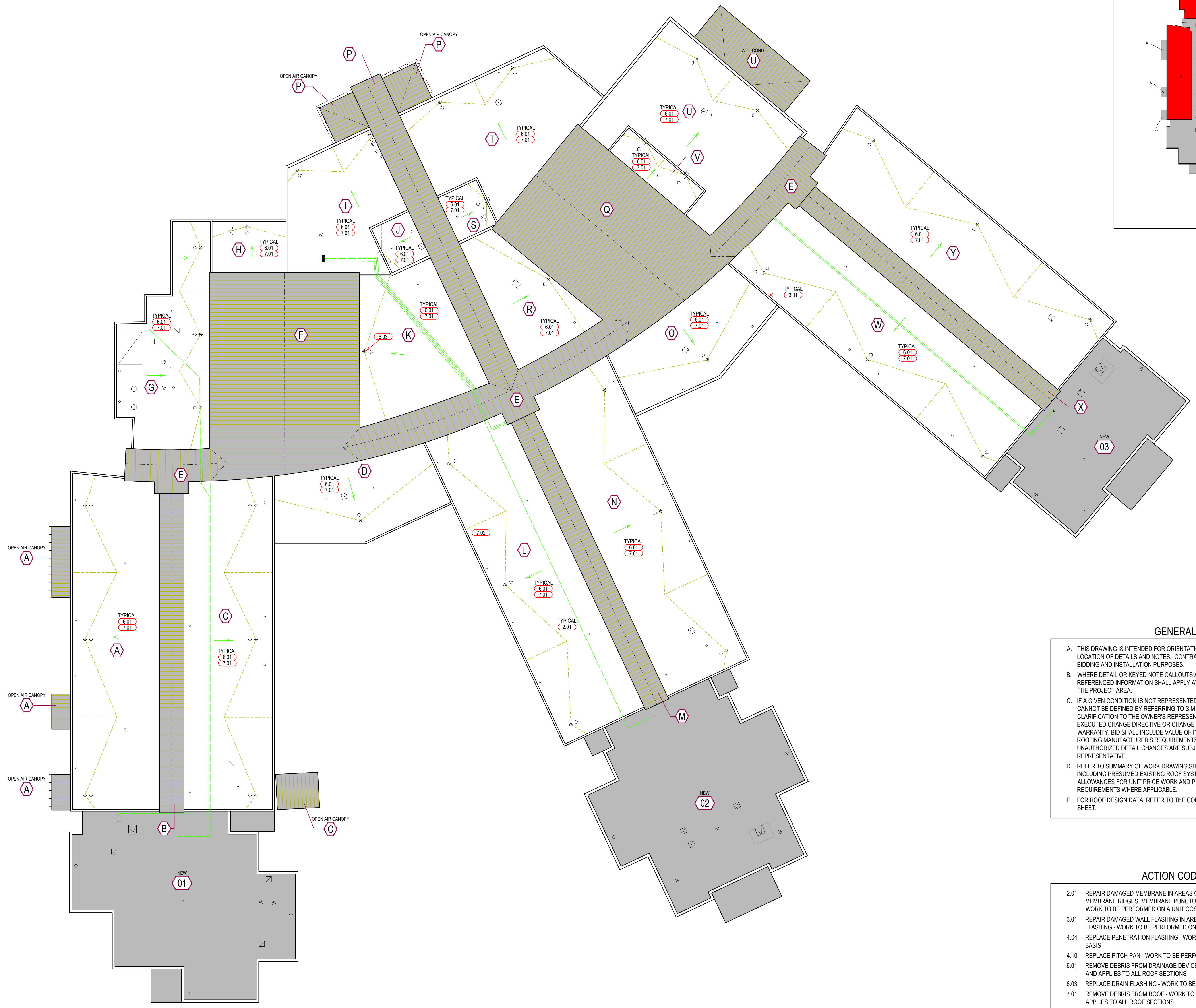
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DRAWING RECORD			
REV. NO.	DESCRIPTION	DATE	BY
NA	BD SET	03/06/23	CLM



SYMBOL LEGEND

	PARAPET WALL
	METAL EDGE
	GUTTER
	SCUPPER
	PIPE PENETRATION
	FLANGED PENETRATION
	PITCH PAN
	ROOF DRAIN
	OVERFLOW DRAIN
	ROOF CURB
	ROOF HATCH
	METAL ROOF
	PIPING ON SUPPORTS
	CROCKET/SADDLE
	RIIDGE/VALLEY LINE
	RIIDGE/VALLEY LINE (PITCHED)
	SLOPE DIRECTION
	ROOF SECTION
	ACTION CODE
	NOT IN CONTRACT

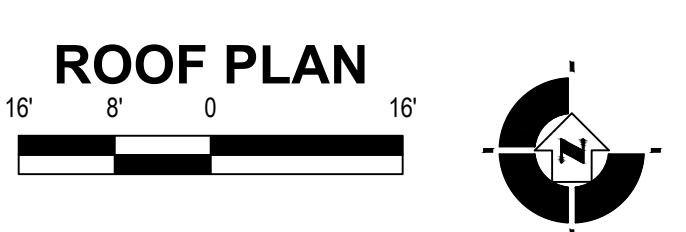


GENERAL NOTES

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- IF A GIVEN CONDITION IS NOT REPRESENTED BY A DETAIL DRAWING, AND THE WORK CANNOT BE DEFINED BY REFERRING TO SIMILAR DETAIL, SUBMIT A REQUEST FOR CLARIFICATION TO THE OWNER'S REPRESENTATIVE. PROCEED BASED ON FULLY EXECUTED CHANGE DIRECTIVE OR CHANGE ORDER. REGARDLESS OF SPECIFIED WARRANTY, BID SHALL INCLUDE VALUE OF INSTALLING ALL WORK, COMPLETE, PER ROOFING MANUFACTURER'S REQUIREMENTS FOR A 10-YEAR MINIMUM WARRANTY. UNAUTHORIZED DETAIL CHANGES ARE SUBJECT TO REJECTION BY THE OWNER'S REPRESENTATIVE.
- REFER TO SUMMARY OF WORK DRAWING SHEET FOR BASIC SCOPE OF WORK, INCLUDING PRESUMED EXISTING ROOF SYSTEM COMPONENTS, QUANTITY ALLOWANCES FOR UNIT PRICE WORK AND PROPERTY INSURANCE COMPANY REQUIREMENTS WHERE APPLICABLE.
- FOR ROOF DESIGN DATA, REFER TO THE CORRESPONDING DESIGN DATA DRAWING SHEET.

ACTION CODE LEGEND

- REPAIR DAMAGED MEMBRANE IN AREAS OF VISIBLE SPLIT / CRACKED MOLE RUNS, MEMBRANE RIDGES, MEMBRANE PUNCTURES, AND DAMAGE OR "SOFT SPOTS" - WORK TO BE PERFORMED ON A UNIT COST BASIS
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- REMOVE DEBRIS FROM ROOF - WORK TO BE INCLUDED IN THE BASE BID AND APPLIES TO ALL ROOF SECTIONS
- PRUNE ADJACENT VEGETATION - WORK TO BE PERFORMED ON A UNIT COST BASIS



DATE	03/06/23
PROJECT	FREEMONT ELEMENTARY SCHOOL
CLIENT	CARSON CITY SCHOOL DISTRICT
DESIGNER	BENCHMARK INC.
DRAWN BY	CLM
CHECKED BY	CLM
DATE	03/06/23

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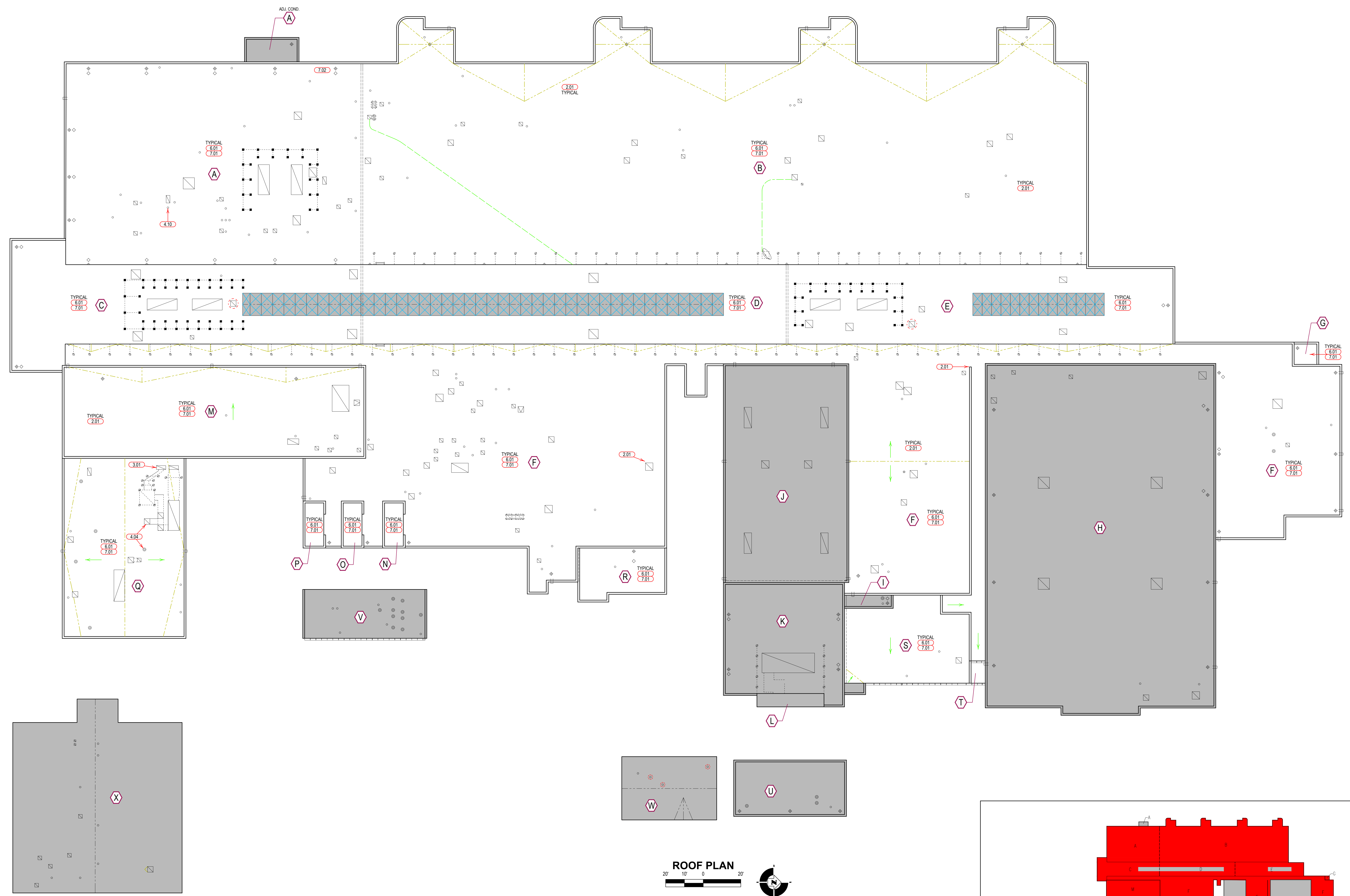
CLIENT: CARSON CITY SCHOOL DISTRICT
PROJECT: FREEMONT ELEMENTARY SCHOOL
1511 FIREBOX ROAD
CARSON CITY, NV 89701
DRAWING TITLE: 2023 ROOF COATING PLAN

BENCHMARK PROJECT NO.: 22CSDCARSR006B
SHEET NUMBER: **R1.02**

ORIGINAL SHEET SIZE: 42 x 30

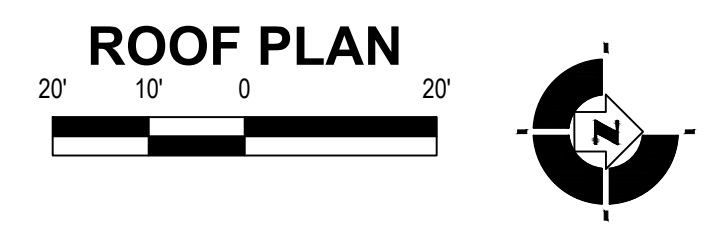
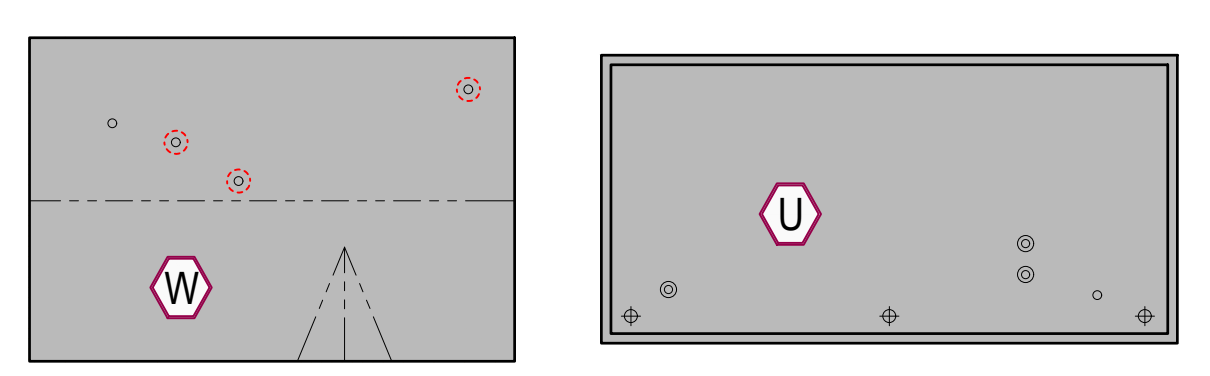
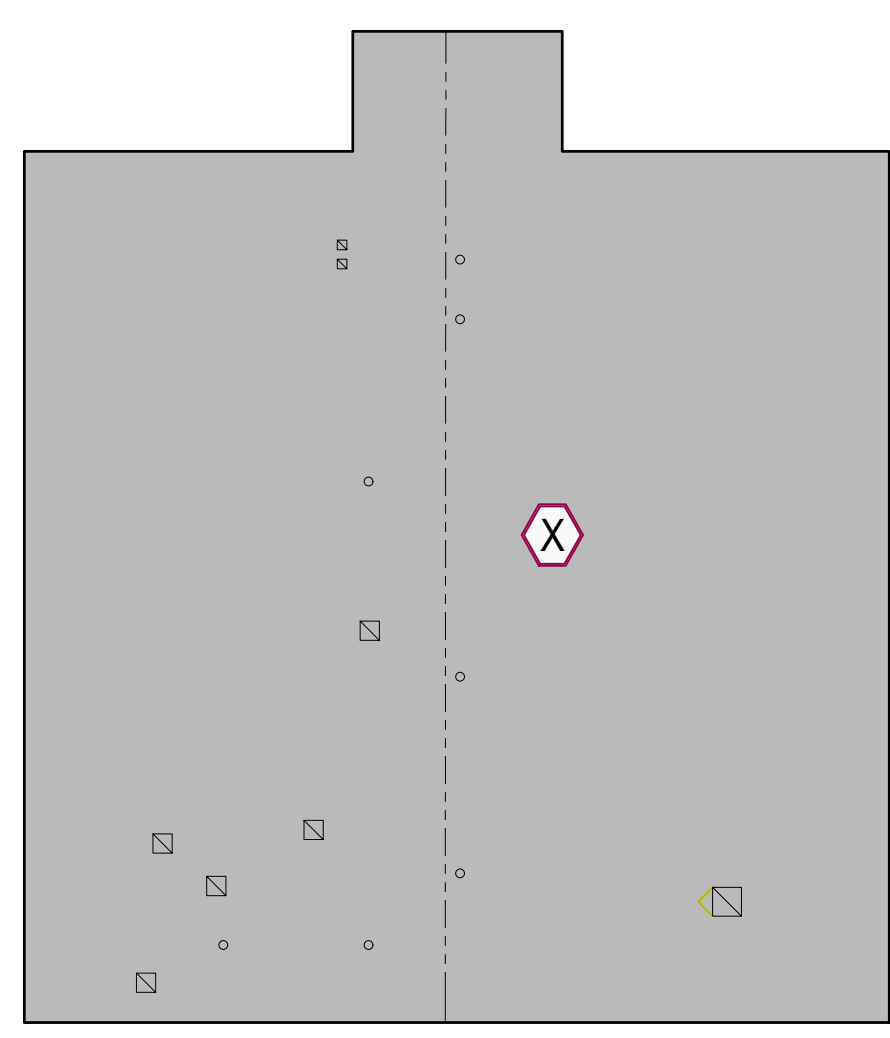
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REV. NO.	DESCRIPTION	DATE	BY
NA	BD SET	03/06/23	CLM/T



SYMBOL LEGEND	
[Symbol]	PARAPET WALL
[Symbol]	METAL EDGE
[Symbol]	EXPANSION JOINT
[Symbol]	WALL EXPANSION JOINT
[Symbol]	GUTTER
[Symbol]	SCUPPER
[Symbol]	PITCH PAN
[Symbol]	PIPE PENETRATION
[Symbol]	FLANGED PENETRATION
[Symbol]	ROOF DRAIN
[Symbol]	WALL DRAIN
[Symbol]	OVERFLOW DRAIN
[Symbol]	ROOF CURB
[Symbol]	ROOF HATCH
[Symbol]	ELEVATED UNIT/EQUIPMENT
[Symbol]	OBsolete HARDWARE
[Symbol]	SATELLITE DISH
[Symbol]	SLEEPER
[Symbol]	LADDER
[Symbol]	SUPPORT LESS
[Symbol]	METAL ROOF
[Symbol]	SHINGLED ROOF
[Symbol]	SKYLIGHT
[Symbol]	PIPING ON SUPPORTS
[Symbol]	CROCKET/SADDLE
[Symbol]	RIDGE/VALLEY LINE
[Symbol]	RIDGE/VALLEY LINE (PRICHED)
[Symbol]	SLOPE DIRECTION
[Symbol]	ROOF SECTION
[Symbol]	ACTION CODE
[Symbol]	NOT IN CONTRACT

DATE	03/06/23
DESIGNED BY	M. YEAGER
CHECKED BY	C. LISBOM
PROJECT NO.	22CSDCARSR006B
DRAWING TITLE	2023 ROOF COATING PLAN

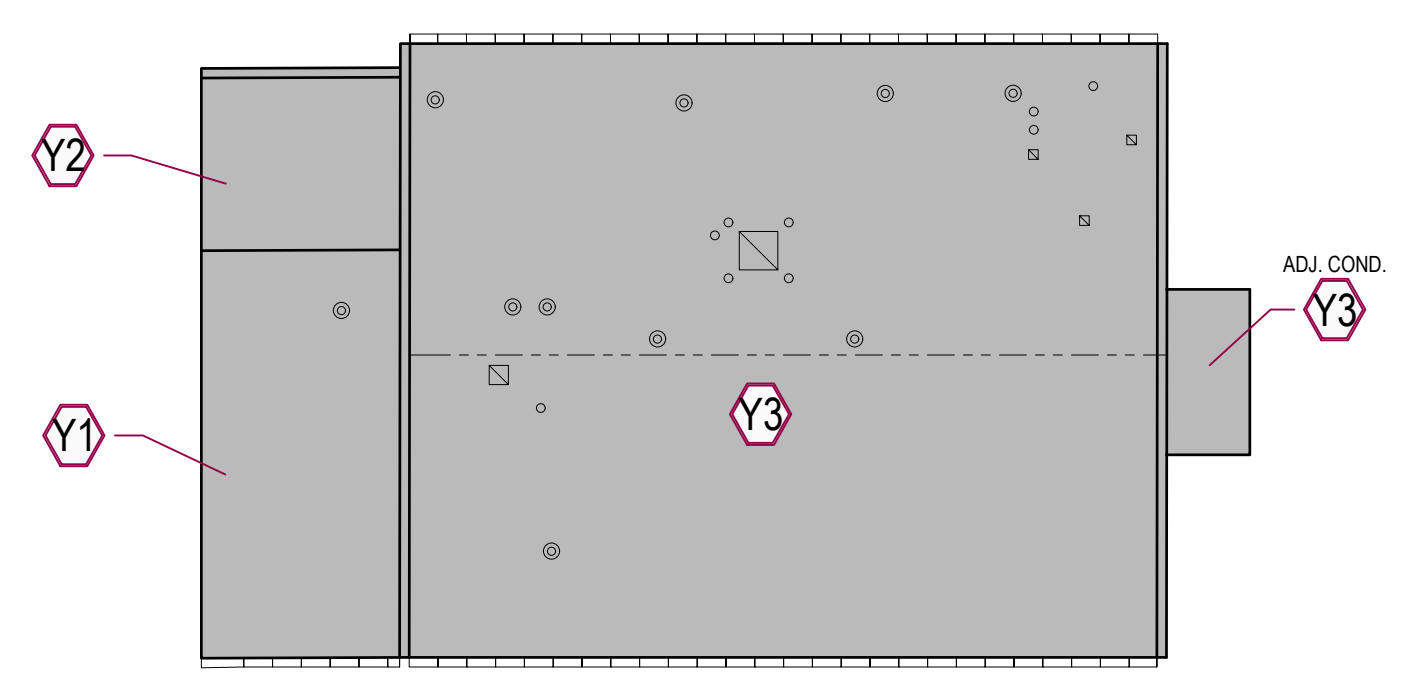
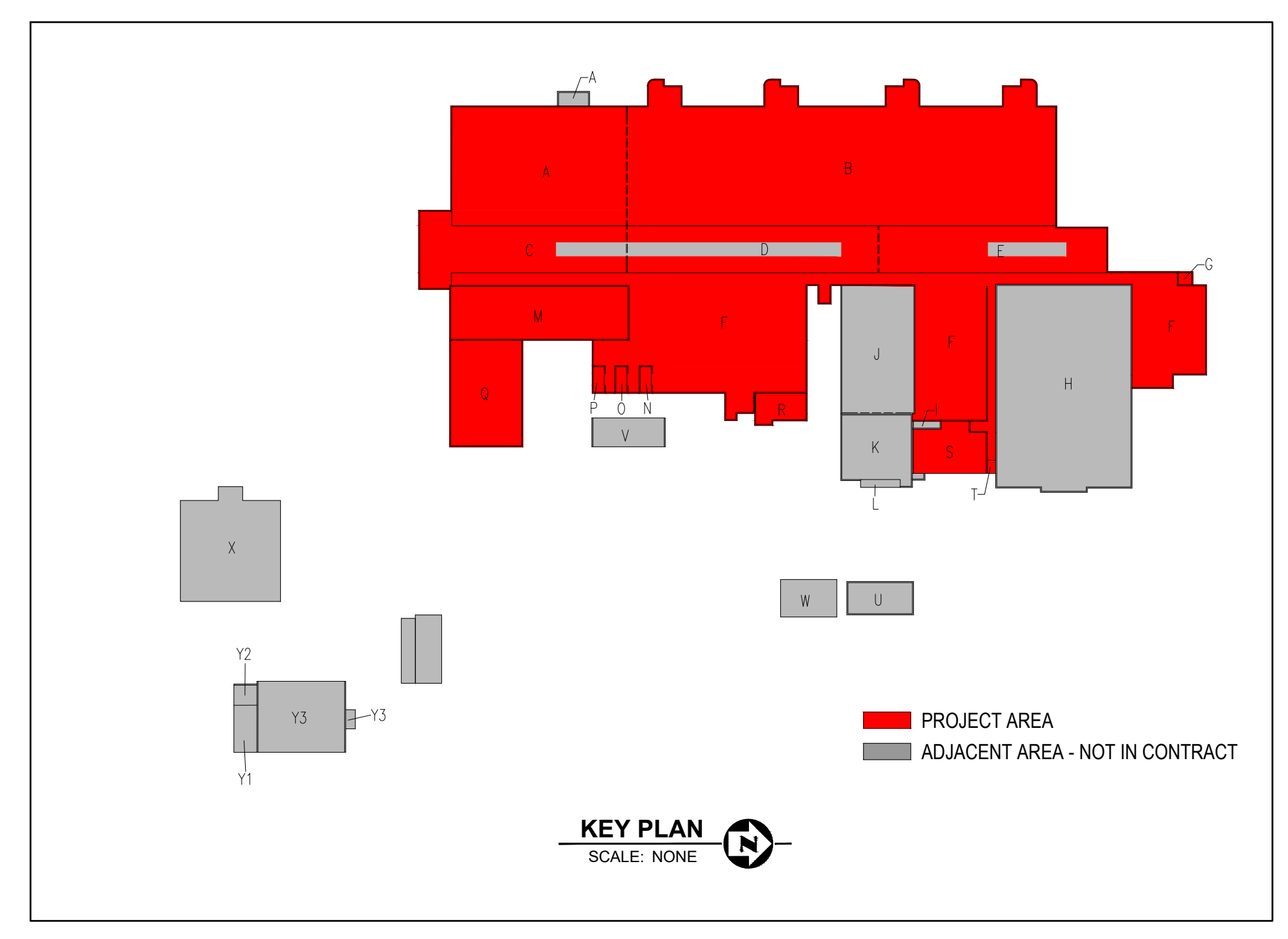


GENERAL NOTES

- THIS DRAWING IS INTENDED FOR ORIENTATION, APPROXIMATE CONFIGURATION, AND LOCATION OF DETAILS AND NOTES. CONTRACTOR SHALL FIELD VERIFY ALL ITEMS FOR BIDDING AND INSTALLATION PURPOSES.
- WHERE DETAIL OR KEYED NOTE CALLOUTS ARE NOTED AS "TYPICAL", THE REFERENCED INFORMATION SHALL APPLY AT ALL SIMILAR LOCATIONS THROUGHOUT THE PROJECT AREA.
- IF A GIVEN CONDITION IS NOT REPRESENTED BY A DETAIL DRAWING, AND THE WORK CANNOT BE DEFINED BY REFERRING TO SIMILAR DETAIL, SUBMIT A REQUEST FOR CLARIFICATION TO THE OWNER'S REPRESENTATIVE. PROCEED BASED ON FULLY EXECUTED CHANGE DIRECTIVE OR CHANGE ORDER. REGARDLESS OF SPECIFIED WARRANTY, BID SHALL INCLUDE VALUE OF INSTALLING ALL WORK, COMPLETE, PER ROOFING MANUFACTURER'S REQUIREMENTS FOR A 10-YEAR MINIMUM WARRANTY. UNAUTHORIZED DETAIL CHANGES ARE SUBJECT TO REJECTION BY THE OWNER'S REPRESENTATIVE.
- REFER TO SUMMARY OF WORK DRAWING SHEET FOR BASIC SCOPE OF WORK, INCLUDING PRESUMED EXISTING ROOF SYSTEM COMPONENTS, QUANTITY ALLOWANCES FOR UNIT PRICE WORK AND PROPERTY INSURANCE COMPANY REQUIREMENTS WHERE APPLICABLE.
- FOR ROOF DESIGN DATA, REFER TO THE CORRESPONDING DESIGN DATA DRAWING SHEET.

ACTION CODE LEGEND

- REPAIR DAMAGED MEMBRANE IN AREAS OF VISIBLE SPLIT / CRACKED MOLE RUNS, MEMBRANE RIDGES, MEMBRANE PUNCTURES, AND DAMAGE OR "SOFT SPOTS" - WORK TO BE PERFORMED ON A UNIT COST BASIS
- REPAIR DAMAGED WALL FLASHING IN AREAS OF CRACKED, SPLIT, OPEN, OR TORN FLASHING - WORK TO BE PERFORMED ON A UNIT COST BASIS
- REPLACE PENETRATION FLASHING - WORK TO BE PERFORMED ON A UNIT COST BASIS
- REPLACE PITCH PAN - WORK TO BE PERFORMED ON A UNIT COST BASIS
- REMOVE DEBRIS FROM DRAINAGE DEVICE - WORK TO BE INCLUDED IN THE BASE BID AND APPLIES TO ALL ROOF SECTIONS
- REPLACE DRAIN FLASHING - WORK TO BE PERFORMED ON A UNIT COST BASIS
- REMOVE DEBRIS FROM ROOF - WORK TO BE INCLUDED IN THE BASE BID AND APPLIES TO ALL ROOF SECTIONS
- PRUNE ADJACENT VEGETATION - WORK TO BE PERFORMED ON A UNIT COST BASIS



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CLIENT: CARSON CITY SCHOOL DISTRICT
PROJECT: CARSON HIGH SCHOOL
1111 N. SALIMAN ROAD
CARSON CITY, NV 89701
BENCHMARK PROJECT NO.: 22CSDCARSR006B
SHEET NUMBER: R1.03

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ORIGINAL SHEET SIZE: 42 x 30