



Department of Administrative Services

Purchasing and Contracts

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Sabra Smith Newby, Chief Administrative Officer
Adleen B. Stidhum, Purchasing Manager



CLARK COUNTY, NEVADA BID NO. 603585-15 SHADOW ROCK PARK SOUTH PARKING LOT REPLACEMENT

February 12, 2015

ADDENDUM NO. 1

INVITATION TO BID

1. The bid opening date of February 24, 2015 at 2:15:00 p.m. **remains unchanged.**

SPECIFICATIONS:

2. **Insert** Specification Section 32.12.00 Asphalt Paving.
3. **Delete** the original Specification Section 01 45 00 Quality Control and **replace** with the attached revised Specification Section 01 45 00 Quality Control:

DRAWING

4. **Delete** Original Sheet GP-1 and **replace** with the attached Revised Sheet GP-1.

BID FORM

5. **Discard** the original Bid Form pages 4-1 through 4-4 in their entirety and **replace** with the attached revised Bid Form pages 4-1 through 4-4.

SCHEDULE OF VALUES

6. **Discard** the original Bid Attachment 4, Schedule of Values page 4-9 and **replace** with the attached revised Bid Attachment, Schedule of Values page 4-9.

CLARIFICATIONS

7. Question:

Will AC Oil to be used?

Response:

Yes, AC oil is to be used. Refer to Specification Section 32 12 00 - Asphalt Paving, Section 3.06 provided in this Addendum.

BOARD OF COUNTY COMMISSIONERS
STEVE SISOLAK, Chairman • LARRY BROWN, Vice Chairman
SUSAN BRAGER • TOM COLLINS • CHRIS GIUNCHIGLIANI • MARY BETH SCOW • LAWRENCE WEEKLY
DONALD G. BURNETTE, County Manager

8. Question:

Does work need to be done in phases?

Response:

Yes, work to be done in phases to accommodate park participants. See Specification Section 01 11 00 - Summary of Work, item 1.08 and 1.10.

9. Question:

Is there a fencing requirement?

Response:

Yes, 6'-0" high of approximately 1106 LF fencing is required. See revised Grading Plan, Sheet GP-1 with limits of construction/fence line added for clarification.

10. Question:

Was there any landscape work to do?

Response:

Yes, minor landscaping will be required per the "Existing Landscape Note" on sheet G1. Landscaping Allowance is added to the Bid form.

Except as modified herein all other bid specifications, terms and conditions shall remain the same.

ISSUED BY:



SANDY MOODY-UPTON
Purchasing Analyst II

Attachments: Revised Bid Form, Pages 4-1 through 4-4
Revised Bid Attachment 4, Schedule of Values
Specification Section 32 12 00 Asphalt Paving
Revised Specification 01 45 00 Quality Control
Sheet GP-1

Cc: Chuck James, Real Property Management
Brian Connolly, Real Property Management
Kety Allred, Real Property Management
Treasea Wolf, Walker Engineering, LLC

COUNTY, NEVADA

BID FORM

BID NO. 603585-15
SHADOW ROCK PARK SOUTH PARKING LOT REPLACEMENT
PWP NUMBER: CL-2015-117
REVISED PER ADDENDUM NO. 1

(NAME)

(ADDRESS)

I, THE UNDERSIGNED BIDDER:

1. Agree, if awarded this Contract, I will complete all work for which a Contract may be awarded and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Bidding and Contract Documents.
2. Have examined the Contract Documents and the site(s) for the proposed work and satisfied themselves as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.
3. Have completed all information in the blanks provided and have submitted the following within this Bid:
 - a) Have listed the name of each Subcontractor which will be paid an amount exceeding five percent (5%) of the Total Base Bid amount.
 - b) Attached a bid security (in the form of, at my option, a Cashiers Check, Certified Check, Money Order, or Bid Bond in favor of the Owner in the amount of five percent (5%) of the Total Base Bid amount.
 - c) If claiming the preference eligibility, I have submitted a valid Certificate of Eligibility with this Bid.
4. I acknowledge that if I am one of the three apparent low bidders at the bid opening, and if I have listed Subcontractor(s) pursuant to NRS 338.141, I must submit Bid Attachment 2 within two-hours after completion of the bid opening pursuant to the Instructions to Bidders, forms must be submitted via hand delivery or email to COUNTPURCHASING@CLARKCOUNTYNV.GOV and I understand that hand delivery is recommended, and Owner shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission after the two-hour time limit is not allowed and will be returned to me and the bid will be deemed non-responsive. I acknowledge that for:
 - a) Projects UNDER \$5,000,000
I need to list **only those Subcontractors** that will provide labor/improvements exceeding \$50,000.00.
5. I acknowledge that if I am one of the three apparent low bidders at bid opening, and if I have submitted a valid Certificate of Eligibility as described in 3.c above, I must submit Bid Attachment 3, Affidavit Pertaining to Preference Eligibility, within two-hours after completion of the bid opening pursuant to the General Conditions. The forms must be submitted via hand delivery or email to COUNTPURCHASING@CLARKCOUNTYNV.GOV and I understand hand delivery is recommended. Owner shall not be responsible for lists received after the two-hour time limit, regardless of the reason. I understand that submission of the Certificate after the two-hour time limit is not allowed and it will be returned to me and the bid will be deemed non-responsive.
6. I acknowledge that if notified that I am the low bidder, I must submit the Disclosure of Ownership/Principals form within 24-hours of request.
7. I acknowledge that if I am one of the three apparent low bidder(s) for the base bid at the bid opening, I must submit the Bid Attachment 4, Schedule of Values, by 12:00 Noon of the next business day.
8. I acknowledge that my bid is based on the current State of Nevada prevailing wages.
9. I acknowledge that I have not breached a public work contract for which the cost exceeds \$25,000,000, within the preceding year, for failing to comply with NRS 338.147 and the requirements of a contract in which I have submitted within 2 hours of the bid opening an Affidavit pertaining to preference eligibility.

10. Upon faxed or mailed receipt of a Notice of Intent to Award the Contract, I will provide the following submittals within seven business days from receipt of the Notice:
 - a) Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for 100% of the Contract amount as required.
 - b) Certificates of insurance for Commercial General Liability in the amount of \$1,000,000, Automobile Liability in the amount of \$1,000,000, and Workers' Compensation insurance issued by an insurer qualified to underwrite Workers' Compensation insurance in the State of Nevada, as required by law.
11. I acknowledge that if I do not provide the above submittals on or before the seventh business day after receipt of the Notice of Intent to Award; or do not keep the bonds or insurance policies in effect, or allow them to lapse during the performance of the Contract; I will pay over to the Owner the amount of **\$200** per day as liquidated damages.
12. I confirm this bid is genuine and is not a sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor that the Bidder in any manner sought to secure for themselves an advantage over any bidders.
13. I further propose and agree that if my bid is accepted, I will commence to perform the work called for by the contract documents on the date specified in the Notice to Proceed and I will complete all work within the calendar days **specified in the General Conditions.**
14. I further propose and agree that I will accept as full compensation for the work to be performed the price written in the Bid Schedule below.
15. I have carefully checked the figures below and the Owner will not be responsible for any error or omissions in the preparation or submission of this Bid.
16. I agree no verbal agreement or conversation with an officer, agent or employee of the owner, either before or after the execution of the contract, shall affect or modify any of the terms or obligations of this Bid.
17. I am responsible to ascertain the number of addenda issued, and I hereby acknowledge receipt of the following addenda:

Addendum No. _____ dated, _____	Addendum No. _____ dated, _____
Addendum No. _____ dated, _____	Addendum No. _____ dated, _____
Addendum No. _____ dated, _____	Addendum No. _____ dated, _____
Addendum No. _____ dated, _____	Addendum No. _____ dated, _____
Addendum No. _____ dated, _____	Addendum No. _____ dated, _____

18. I agree to perform all work described in the drawings, specifications, and other documents for the amounts quoted below:

ITEM NUMBER	ITEM DESCRIPTION	LUMP SUM
1.	SHADOW ROCK PARK SOUTH PARKING LOT REPLACEMENT, AS SPECIFIED	\$
2.	LANDSCAPING ALLOWANCE	\$ 5,000
3.	PERMITS AND FEES BID ALLOWANCE	\$ 5,000
4.	CONSTRUCTION CONFLICTS AND ADDITIONAL WORK ALLOWANCE	\$ 10,000
TOTAL BID AMOUNT		\$

19. BUSINESS ENTERPRISE INFORMATION:

The Prime Contractor submitting this Bid is a MBE WBE PBE SBE VET DVET ESB as defined in the Instructions to Bidders.

20. BUSINESS ETHNICITY INFORMATION:

The Prime Contractor submitting the Bid Ethnicity is Caucasian (CX) African American (AA) Hispanic American (HA) Asian Pacific American (AX) Native American (NA) Other as defined in the Instructions to Bidders.

21. BIDDERS' PREFERENCE Is the Bidder claiming Bidders' Preference?

Yes If yes, the Bidder acknowledges that he/she is required to follow the requirements set forth in the Affidavit (Bid Attachment 3).

No I do not have a Certificate of Eligibility to receive preference in bidding.

22.

LEGAL NAME OF FIRM AS IT WOULD APPEAR IN CONTRACT

ADDRESS OF FIRM

CITY, STATE, ZIP CODE

TELEPHONE NUMBER

FAX NUMBER

NEVADA STATE CONTRACTORS' BOARD LICENSE INFORMATION:

I certify that the license(s) listed below will be the license(s) used to perform the majority of the work on this project.

LICENSE NUMBER: _____

LICENSE CLASS: _____

LICENSE LIMIT: _____

ONE TIME LICENSE LIMIT INCREASE \$ _____ IF YES, DATE REQUESTED _____

CLARK COUNTY BUSINESS LICENSE NO. _____

STATE OF NEVADA BUSINESS LICENSE NO. _____

AUTHORIZED REPRESENTATIVE
(PRINT OR TYPE)

E-MAIL ADDRESS

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TODAY'S DATE

BID ATTACHMENT 4 SCHEDULE OF VALUES

THE THREE (3) APPARENT LOWEST BIDDERS FOR THE TOTAL BID AMOUNT SHALL SUBMIT THIS FORM INTO THE PURCHASING AND CONTRACTS DIVISION VIA HAND DELIVERY OR BY EMAIL TO COUNTYPURCHASING@CLARKCOUNTYNV.GOV BY 12:00 P.M., OF THE NEXT BUSINESS DAY.

THE BIDDER SHALL INDICATE THE TOTAL BID AMOUNT FOR THE ITEMS SPECIFIED BELOW. THIS LIST SHALL NOT BE CONSIDERED ENTIRELY INCLUSIVE. BIDDER(S) AGREES TO PROVIDE, UPON REQUEST, ADDITIONAL INFORMATION THAT MAY INCLUDE BUT NOT BE LIMITED TO DETAILED BREAKDOWN OF AMOUNTS, MANUFACTURER'S PRODUCTS, LITERATURE, EQUIPMENT MODEL NUMBERS, OR AS INFORMATION IS REQUIRED TO SUPPORT AND/OR SUBSTANTIATE THE WORK, IN ACCORDANCE WITH NRS 338.

TOTAL BID AMOUNT

DIVISION / ITEMS	DESCRIPTION	DOLLAR AMOUNTS
00	LANDSCAPING ALLOWANCE	\$ 5,000
00	PERMITS AND FEES BID ALLOWANCE	\$ 5,000
00	CONSTRUCTION CONFLICTS AND ADDITIONAL WORK	\$ 10,000
01	GENERAL REQUIREMENTS/OVERHEAD AND PROFIT INCLUDING SUPERVISION.	\$
02	EXISTING CONDITIONS	\$
03	CONCRETE	\$
04	MASONRY	\$
05	METALS	\$
06	WOOD, PLASTICS AND COMPOSITES	\$
07	THERMAL AND MOISTURE PROTECTION	\$
08	OPENINGS	\$
09	FINISHES	\$
10	SPECIALTIES	\$
11	EQUIPMENT	\$
12	FURNISHINGS	\$
13	SPECIAL CONSTRUCTION	\$
14	CONVEYING EQUIPMENT	\$
21	FIRE SUPPRESSION	\$
22	PLUMBING	\$
23	HEATING VENTILATING AND AIR CONDITIONING	\$
25	INTEGRATED AUTOMATION	\$
26	ELECTRICAL	\$
27	COMMUNICATIONS	\$
28	ELECTRONIC SAFETY AND SECURITY	\$
31	EARTHWORK	\$
32	EXTERIOR IMPROVEMENTS	\$
33	UTILITIES	\$
34	TRANSPORTATION	\$
35	MARINE AND WATERWAYS	\$
TOTAL BID AMOUNT		\$

PLEASE PHOTOCOPY THIS FORM SHOULD ADDITIONAL SPACES BE REQUIRED

This Schedule of Values for the various portions of the work, aggregating the total contract Amount, shall be divided to facilitate payments to the Contractor in accordance with the Contract Documents.

Legal Name of Firm as it would appear on Contract

Nevada State Contractor's License Number

Address including City, State and Zip Code

Authorized Signature

SECTION 32 12 00

ASPHALT PAVING

PART 1 – GENERAL

- 1.01 DESCRIPTION OF WORK: Provide complete Asphalt paving system.
- A. Related Documents: Earthwork is specified in Section 31 22 00.
- 1.02 SUBMITTALS:
- A. Certificate: Provide copies of material certificates signed by material producer and the Contractor, certifying that each material item complies with or exceeds specified requirements.
- 1.03 QUALITY ASSURANCE:
- A. Codes and Standards: Comply with State Highway or Transportation Department standard specifications, latest edition and with local governing regulations if more stringent than herein specified.
- B. Reference Standard: AASHTO and local State Highway Specifications.
- C. The Contractor shall employ the services of a licensed Surveyor and shall be responsible for all line and grade staking.
- D. Refer to civil drawings for complete requirements.
- 1.04 PROJECT CONDITIONS: Apply tack coats when ambient temperature is above 50 degrees F (10 degrees C) and when temperature has not been below 35 degrees F (1 degree C) for 12 hours immediately prior to application. Do not apply when base is wet or contains an excess of moisture. Construct asphalt concrete surface course when atmospheric temperature is above 40 degrees F (4 degrees C), and when base is dry. Base course may be placed when air temperature is above 30 degrees F (-1 degree C) and rising.

PART 2 – PRODUCTS

- 2.01 MATERIALS: Use locally available materials and gradations which exhibit a satisfactory record of previous installations.
- A. Asphalt Concrete: Hot mix, full-depth asphalt concrete pavement. No type of slag will be permitted as an aggregate for either base course or asphalt concrete.
1. Base course aggregate: Sound angular crushed stone or crushed gravel, sand or stone screenings. Uncrushed gravel may be used in base course mixture if required to suit local material availability.
 2. Surface Course Aggregate: Crushed gravel and sharp-edged natural sand.
 3. Mineral Filler: Rock dust, hydraulic cement, or other inert material complying with AASHTO M 17 (ASTM D 242) for penetration-graded material.
 4. Asphalt Cement: AASHTO M 226 (ASTM D 3381) for viscosity-graded material and AASHTO M 20 (ASTM D 946) for penetration-graded material.
- B. Soil Sterilization: Monobar-Chlorate or Polyborchlorate, as manufactured by United States Borax and Chemical Corp., Los Angeles, California.
- C. Tack Coat: Emulsified asphalt; AASHTO M 140 (ASTM D 977) or M 208 (D 2397); SS-1, SS-1H, CSS-1 or CSS-1H, diluted with one part water or one part emulsified asphalt.

SECTION 32 12 00

ASPHALT PAVING

- D. Lane Marking Paint: Chlorinated rubber-alkyd type, AASHTO M 248 (FS TT-P-115), Type III.
- E. Pavement Sealer: Fog seal SS-1H asphalt emulsion diluted 50%-50% with water.
- F. Headers and Stakes: 2x6 foundation grade redwood, except that headers on curves shall be 2 layers laminated 1x6, unless noted otherwise on drawings.

PART 3 – EXECUTION

3.01 SURFACE PREPARATION:

- A. Subgrade shall be scarified as directed by the Soils Report in paved areas and sprinkled. The entire area shall be thoroughly compacted to not less than 95% density in paved areas in accordance with ASTM D 1557. Roll to obtain a uniform, hard, proven surface of the required bearing to receive the base course and surfacing. The subgrade shall be finished to the required grades with allowance for the thickness of base course and asphaltic concrete, with a tolerance of 0.04'.
- B. Replace all soft and unstable material of the subgrade which will not compact readily.
- C. Areas where re-grading of parking lot is required, remove and replace asphalt and base course in kind.

3.02 SOIL STERILIZATION: Apply sterilant evenly at a rate to distribute chemical to a depth of 3" into the subgrade, at 2 to 4 lbs to each 100 square feet, according to manufactures instructions. Keep sterilant a minimum of 2 feet away from all planting areas. Do not apply during windy or rainy weather. If prepared base course will not be immediately covered with asphalt on the same day and wind-blown seeds may contaminate the area, the sterilant shall be reapplied prior to paving.

3.03 WOOD HEADERS: Place top of headers flush with asphalt finish grade. Install with 18" long stakes nailed with 16d galvanized common nails. Place stakes away from asphalt surface.

3.04 BASE COURSE (CLASS A): Place base material to the required thickness. Wet surface and compact by use of roller. Apply optimum moisture required to result in a relative compaction of not less than 95%. Finished surface shall be hard, uniform and smooth conforming to the lines and grades required.

3.05 ASPHALTIC CONCRETE MIX: All construction shall be in accordance with current AASHTO and local State Highway construction specifications for traffic category selected.

- A. Hauling: Bring mixture onto the site in suitable dump trucks. Provide canvases or burlap covers for cold weather. Mixture shall be maintained at not less than 280 degrees F (137 degrees C) or more than 320 degrees F (160 degrees C).
- B. Placement: The hot mix asphalt concrete surface shall be a minimum of 2 ½" thick, applied in two lifts, consisting of a 1 ½" minimum thickness binder course and a 1" minimum thickness wearing course. Place in strips not less than 10' wide, unless otherwise acceptable to Clark County. Place inaccessible and small areas by hand. Make joints between old and new pavements, or between successive days Work, to ensure continuous bond between adjoining Work. Construction joints to have the same texture, density and smoothness as other sections of asphalt course. Clean contact surfaces and apply tack coat.

SECTION 32 12 00

ASPHALT PAVING

- C. Rolling: Begin rolling when mixture will bear weight without excessive displacement. Compact mixture with hot hand tampers or vibrating plate compactors in areas inaccessible to rollers. Roll mixture in at least two directions. Lap all rollings so that no roller marks remain. Finish surface shall have no variation greater than ¼" in 10', except where grade breaks are required. Finish asphalt surface to grades shown on drawings in thicknesses indicated. Complete all rolling before mixture temperature drops below 180 degrees F (82 degrees C).
- D. Compaction: The bituminous mixture shall have a total compacted thickness as specified and shall be compacted to a minimum of 97% of the maximum unit weight as determined by the Marshall Mix Design Procedure ASTM D 1559 with the design asphalt content.
- 3.06 PAVEMENT SEALER: Upon completion and acceptance of the top course of the asphalt concrete, apply a fog seal at the rate of 0.10 gallon per square yard evenly over the surface. Flood the completed surface with water. Fill all depressions where water ponds more than ¼" deep with AC oil. Smooth patch edges so that joint is even and uniform.
- 3.07 PARKING LOT STRIPING: Apply as shown on drawings. Clean all areas to be painted. Provide two coats, 7 ½ mils wet film thickness each. Apply a minimum of 30 minutes between each coat. Minimum 8 mils dry thickness. All striping shall be applied using striping machines and shall be uniform in width. All directional arrows, signs, symbols, etc., shall be applied using stencils. Quick passes with the striping machine will not be acceptable. Clark County will reserve the right to accept or not accept the Work. Should the painting work be found to be not acceptable, the Contractor shall be responsible to apply an additional coat without additional cost to Clark County.
- 3.08 CLEAN-UP: Before grand opening of business, sweep and wash all paving areas, both on-site and off-site.

END OF SECTION

SECTION 01 45 00
QUALITY CONTROL

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. References
- B. Design Data and Calculations
- C. Test Reports and Certifications
- D. Manufacturer's Installation Instructions
- E. Quality Control - Control of Installation.
- F. Mockups
- G. Labeling
- H. Examination
- I. Preparation
- J. Uncovering of Work.
- K. Correction of Work.
- L. Nonconforming Work.
- M. Owner's Right to Stop the Work.
- N. Owner's Right to Carry Out the Work.
- O. Tolerances.
- P. Inspection and Testing Laboratory Services.
- Q. Manufacturers' Field Services and Reports.
- R. Safety Precautions and Programs.
- S. Clark County Special Inspector or Third Party Inspector.

1.02 REFERENCES

- A. For products or workmanship specified by association, trades, or other consensus standards, comply with requirements of the standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.
- C. Wherever references are made in the Contract Documents to standards or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the date for receiving bids shall apply, unless otherwise expressly set forth.

- D. The contractual relationship, duties, and responsibilities of the parties in Contract shall not be altered from the Contract Documents by mention or inference otherwise in any reference document.
- 1.03 DESIGN DATA AND CALCULATIONS
- A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide design data and calculations.
 - B. Accuracy of design data and calculations are the responsibility of the Contractor.
 - C. When so specified, prepare design data and calculations under the direction of a professional engineer licensed in the state in which the Project is located. Affix Engineer's seal to submittals.
- 1.04 TEST REPORTS AND CERTIFICATIONS
- A. When specified in individual specification Sections, require material or Product suppliers or manufacturers to provide test reports and manufacturer's certifications
 - B. Indicate that material or Product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.
 - C. Submittal may be recent or previous test results on material or Product, but must be acceptable to the Architect/Engineer.
- 1.05 MANUFACTURER'S INSTALLATION INSTRUCTIONS
- A. When Contract Documents require that Products be installed in accordance with manufacturer's instructions:
 - 1. Submit manufacturer's most recent printed instructions for delivery, storage, assembly, installation, start-up, adjusting and finishing as applicable.
 - a. Submit with Product Data in accordance with requirements of Section 01 33 00.
 - b. Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.
 - c. Identify conflicts between manufacturer's instructions and requirements of Contract Documents.
 - 2. Perform installation of Products to comply with requirements of manufacturer's instructions.
 - 3. If installation cannot be performed in accordance with manufacturer's instructions, notify Architect/Engineer and await instructions.
- 1.06 QUALITY CONTROL AND CONTROL OF INSTALLATION
- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship to produce Work of specified quality.
 - B. Comply with manufacturers' instructions including each step in sequence.
 - C. Should manufacturers' instructions conflict with Contract Documents, request clarification from Architect/Engineer before proceeding.
 - D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
 - E. Perform work by persons qualified to produce workmanship of specified quality.
 - F. Secure Products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.07 MOCKUPS

A. Definition:

1. Mockups are field samples constructed, applied or assembled at the project site for review by the Owner and Architect/Engineer that illustrate materials, equipment or workmanship.
2. Approved mockups establish the standard of quality by which the Work will be judged.

B. Construct, apply or assemble specified items, with related attachment and anchorage devices, flashings, seals and finishes.

C. Perform work in accordance with applicable specification sections, using the same workman who will provide the actual work.

D. Erect at project site at location acceptable to Architect/Engineer and Owner. Protect from damage.

E. Removal:

1. Mockups may remain as part of the Work only when so designated in individual specification sections.
2. Do not remove mockups until removal is approved by Architect/Engineer or upon Final Completion.
3. Where mockup is not permitted to remain as part of the Work, clear area after removal of mockup has been approved by Architect/Engineer.

PART 2 PRODUCTS

2.01 LABELING

A. Attach label at manufacturing facility from agency approved by AHJ for products, assemblies and systems required to be labeled by applicable code. Labels required by AHJ shall not be installed in the field.

B. Label Information: Include manufacturer's or fabricator's identification, approved agency identification, and the following information, as applicable, on each label.

1. Model number.
2. Serial number.
3. Performance characteristics.

PART 3 EXECUTION

3.01 EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions

B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.

C. Examine and verify specific conditions described in individual specifications sections.

D. Verify utility services are available, or correct characteristics, and in correct locations.

3.02 PREPARATION

A. Clean substrate surfaces prior to applying next material or substance.

B. Seal cracks or openings of substrate prior to applying next material or substance.

- C. Apply manufactured required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

3.03 UNCOVERING OF WORK

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

3.04 CORRECTION OF WORK

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

- E. Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of Owner or separate contractors caused by Contractor's correction or removal of Work which is not in accordance with Contract Documents.

3.05 NONCONFORMING WORK

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

3.06 OWNER'S RIGHT TO STOP THE WORK

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

3.07 OWNER'S RIGHT TO CARRY OUT THE WORK

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

3.08 TOLERANCES

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

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

3.09 INSPECTION AND TESTING LABORATORY SERVICES

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

3.10 MANUFACTURER'S FIELD SERVICES AND REPORTS

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

3.11 SAFETY PRECAUTIONS AND PROGRAMS

- A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
- B. Take reasonable precautions for safety of, and provide reasonable protection to prevent damage, injury, or loss to:
 - 1. Employees on the Work and other persons who may be affected thereby.
 - 2. The Work and materials and equipment to be incorporated therein, whether in storage on- or off-site, under care, custody, or control of Contractor or Contractor's Subcontractors or Sub-subcontractors.
 - 3. Other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

- C. Give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.
 - D. Erect and maintain, as required by existing conditions and performance of Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying Owners and users of adjacent sites and utilities.
 - E. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, exercise utmost care and carry on such activities under supervision of properly qualified personnel.
 - F. Promptly remedy damage and loss (other than damage or loss insured under property insurance required by Contract Documents) to property caused in whole or in part by Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which Contractor is responsible, except damage or loss attributable to acts or omissions of Owner, Architect/Engineer, or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of Contractor.
 - G. Designate a responsible member of Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be Contractor's Superintendent unless otherwise designated by Contractor in writing to Architect/Engineer and Owner.
 - H. Do not load or permit any part of the construction or site to be loaded so as to endanger its safety.
 - I. Emergencies: In an emergency affecting safety of persons or property, Contractor shall act, at Contractor's discretion, to prevent threatened damage, injury or loss.
- 3.12 CLARK COUNTY SPECIAL INSPECTOR OR THIRD PARTY INSPECTOR
- A. Clark County requires special inspections of portions of the Work as specified in the current Building Code, including but not limited to:
 1. Foundation work.
 2. Structural concrete and steel work.
 3. Masonry work.
 4. Fireproofing application.
 5. Soils and grading.
 - B. Special inspection will consist of a Special Inspector approved by Clark County. This inspector shall be on-site when any work under the special inspection provisions of the County is undertaken.
 - C. Costs of this inspector shall be paid by Owner. Contractor shall establish the construction sequence, schedule, and duration of the work requiring special inspections by the County and coordinate his requirements with the Special Inspector. Abide by all requirements of the County for these special inspections.
 - D. Owner will include an agreement with the County. It is a requirement that copies of all inspection reports provided by the Special Inspector be provided to Architect/Engineer, Contractor, and Owner.
 - E. At project completion and prior to final payment to Contractor, the Third Party Inspector or materials testing laboratory shall provide a QAA (Quality Assurance Associate) report that has been reviewed and approved by the Clark County Building Department. This approved report shall be given to Owner and Architect/Engineer.



NONCONFORMING WORK NOTICE

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

Specification Section: _____ Paragraph: _____ Drawing Reference: _____ Detail: _____

Nature of Nonconformance:

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

Proposed Correction (Response):

Amount of Time for Correction:

Attachments

Response From: _____ To: _____ Date Received: _____ Date Ret'd.: _____

Signed by: _____ Date: _____

Copies: Owner Architect/Engineer Consultants _____ _____: File

