

**PROJECT MANUAL**  
**FOR**  
**Unit Price Lighting Fixture Retrofit**

**CCSD PROJECT MPID # 0012541**

**LOCATED AT**

Various Facilities

**OWNER**

Board of Trustees  
Clark County School District  
Construction Management Department  
4170 McLeod Drive, Las Vegas, Nevada 89121

**Isaac Moubarek, Project Manager**

**May 9, 2011**

**DOCUMENT 00 01 10  
SPECIFICATION INDEX**

**Unit Price Lighting Fixture Retrofit**

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END OF SPECIFICATION INDEX

**DOCUMENT 00 11 13**  
**ADVERTISEMENT FOR BIDS**

Sealed bids will be received at the Clark County School District Modernization Services Facilities Division, 4170 McLeod Drive, Las Vegas, NV, 89121 until 2:30 p.m. local time, May 26, 2011, and then opened and read aloud publicly for the furnishing of all labor and materials to perform the Work in conjunction with the construction of:

Unit Price Lighting Fixture Retrofit

Located at

Various Locations

CCSD Project MPID # 0012541

The Project consists of: The retrofitting of approximately 102,000 lighting fixtures at multiple schools and facilities throughout the District with new lamps and ballasts for improved energy efficiency.

Prime bidders shall have a Nevada Contractor's License with the Classification of a C-2.

The opinion of probable construction cost for the project, per site, is: \$50,000.

The contact person for questions is Isaac Moubarek, Project Manager 702.639.7540.

Bid documents will be available beginning May 16, 2011, from 8:00 a.m. to 3:00 p.m. Monday-Friday from the Clark County School District's Contract and Compliance Services, 4170 McLeod Drive, Las Vegas. No deposit is required. Bid documents may also be reviewed at the offices of Construction Notebook, F. W. Dodge, Sierra Plan Room, Latin Chamber of Commerce, and Urban Chamber of Commerce Plan Center.

Pre-qualified Prime Contractors intending to bid this project must attend the mandatory pre-bid conference to be held on May 17, 2011, at Facilities Administration, 4170 McLeod Drive, Las Vegas. The pre-bid conference will start promptly at 3:00 p.m. Late arrivals shall not be eligible to bid as a Prime Contractor. Prime bidders must provide a copy of the most current letter of pre-qualification issued from the Clark County School District (NRS 338.1379).

Bidders will be required to provide a Security Deposit in the form of a Bid Bond, issued by a surety company licensed to do business in the State of Nevada and acceptable to the Owner, or certified check. Bid Bond or certified check shall be in the sum of five percent (5%) of the total base bid amount.

Bids must be submitted on the Bid Form provided in the Bid Documents and shall be irrevocable for a period of sixty (60) days after bid closing.

Bids shall be on a unit price basis, submitted on the provided Bid Form.

The Owner reserves the right to accept or reject any or all offers and to waive irregularity in the bidding and accept the bid which is determined by the Owner to be in his own best interest.

The Clark County School District is an equal opportunity employer and will not knowingly discriminate in

any area of employment.

The Clark County School District invites all businesses which includes women-owned, minority-owned, and disadvantaged business enterprise companies to participate in our bidding process.

Date of Publication: May 11, 2011 and May 15, 2011

P.O. 3000181146

Bill to 799-7695

**DOCUMENT 00 21 13**  
**INSTRUCTIONS TO BIDDERS**  
**(Qualified Bidders)**

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2. Advertisement
  - 2.1 Bid Submission
  - 2.2 Intent
  - 2.3 Work Identified in the Contract Documents
  - 2.4 Contract Time
3. Bid Documents and Proposed Contract Documents
  - 3.1 Definitions
  - 3.2 Contract Documents Identification
  - 3.3 Availability
  - 3.4 Examination
  - 3.5 Queries/Addenda
  - 3.6 Product/System Substitutions
4. Site Assessment
  - 4.1 Site Examination
  - 4.2 Pre-Bid Conference and Site Walk
5. Qualifications
  - 5.1 Evidence of Pre-qualifications
  - 5.2 Subcontractors/Suppliers/Others
6. Bid Submission
  - 6.1 Submission Procedure
  - 6.2 Bid Ineligibility
7. Bid Enclosures/Requirements
  - 7.1 Security Deposit
  - 7.2 Performance Assurance
  - 7.3 Insurance
  - 7.4 Fees for Changes in the Work
  - 7.5 Bid Form Signature
  - 7.6 Additional Bid Enclosures
8. Offer Acceptance/Rejection
  - 8.1 Duration of Offer
  - 8.2 Acceptance of Offer

## PART 1 SUMMARY OF DOCUMENTS

### 1.1 RELATED DOCUMENTS

- A. Document 00 11 13 – Advertisement for Bids
- B. Document 00 31 00 – Information Available to Bidders
- C. Document 00 41 00 – Bid Form
- D. Document 00 43 36 – Subcontractors Exceeding 5 Percent Listing, including ALL subcontractors that would be required to complete work covered in the base bid.
- E. Document 00 43 36A – Subcontractors Exceeding 1 Percent Listing, including ALL subcontractors that would be required to complete work covered in the base bid.
- F. Document 00 43 36C – Manufacturer and Supplies Listing
- G. Document 00 45 19 – Form of Non–Collusive Affidavit
- H. Document 00 73 00 – Special Conditions
- I. Other Documents as required to include, but not limited to, the Bid Bond.

## PART 2 ADVERTISEMENT

### 2.1 BID SUBMISSION

- A. Bids signed and under seal, executed, and dated will be received by the Owner as stated in the Advertisement for Bids.
- B. Offers submitted after the time set for closing will be returned to the Bidder unopened.
- C. Submit, in order, the following documents in a bound folder: Documents 00 41 00 – Bid Form, 00 43 36 – Subcontractors Exceeding 5 percent Listing, 00 45 19 – Form of Non–Collusive Affidavit, and Bid Bond.
- D. Offer(s) may be withdrawn by the Bidder prior to but not later than the time fixed for the closing of bids.
- E. Amendments to the submitted offer(s) will be permitted if received in writing prior to bid closing and if endorsed by the same party or parties who signed and sealed the offer(s).
- F. No persons, firm or corporation shall be allowed to make or file or be interested in a prime bid for the same work if he has also submitted a sub-proposal to another prime bidder. A person, firm or corporation that has submitted a sub-proposal to a bidder is not hereby disqualified from submitting a sub-proposal or quoting bid prices to other bidders.

## 2.2 INTENT

- A. The intent of this Advertisement for Bid is to obtain an offer to perform work to complete Clark County School District, Unit Price Lighting Fixture Retrofit, in accordance with the Bid Contract Documents.
- B. It is also CCSD's intent to award one contract, whether it is for one or more project to the apparent low, responsive bidder. It is the Contractor's responsibility to submit bids within the single and aggregate bond limits offered by their Surety; it is also the Contractor's responsibility to submit bids that do not exceed the Surety's single bond underwriting limits as listed in the Treasury Listing.

## 2.3 WORK IDENTIFIED IN THE CONTRACT DOCUMENTS

- A. Work of this proposed Contract consists of: The retrofitting of lighting fixtures at multiple schools and facilities throughout the District with new lamps and ballasts as required for improved energy efficiency.

## 2.4 CONTRACT TIME

- A. Perform the Work within 120 calendar days from date of Notice to Proceed.
- B. The Bidder, in submitting an offer, accepts the Contract Time period stated for performing the Work. The completion date in the Agreement shall be the Contract Time added to the date of issuance of the Notice to Proceed.
- C. Liquidated damages will be assessed in accordance with provisions stated in Document 00 73 00 Special Conditions.

## PART 3 BID DOCUMENTS AND PROPOSED CONTRACT DOCUMENTS

### 3.1 DEFINITIONS

- A. **Bid Documents:** proposed Contract Documents supplemented with Advertisement for Bids, Instructions to Bidders, Information Available to Bidders, Bid Form and Appendices, Supplements to Bid Forms and Bid Securities, identified herein.
- B. **Contract Documents:** defined in General Conditions of the Contract for Construction, Article 1.
- C. **Bid, Offer, or Bidding:** act of submitting an offer under seal.
- D. **Bid Sum:** monetary sum as stated by the Bidder in the Bid Form.
- E. **Owner:** Clark County School District; CCSD.
- F. **Provide:** Furnish and install.

### 3.2 CONTRACT DOCUMENTS IDENTIFICATION

- A. The Contract Documents are identified as Unit Price Lighting Fixture Retrofit.

### 3.3 AVAILABILITY

- A. Sets of Bid Documents can be obtained by interested prime contractors as stated in the Advertisement for Bids.

- B. Bid Documents are made available only for the purpose of obtaining offers for this project. Their use does not grant a license for other purposes.

### 3.4 EXAMINATION

- A. Bid Documents are on display at the offices of the following plan rooms.

Construction Notebook  
3131 Meade  
Las Vegas, NV 89102  
Telephone Number 702-876-8660  
Facsimile Number 702-876-5683

F. W. Dodge  
150 North Durango Drive Suite 101  
Las Vegas, NV 89145-5604  
Telephone Number 702-735-2141  
Facsimile Number 702-735-0697

Modernization Services  
4170 McLeod Drive  
Las Vegas, NV 89121

Sierra Plan Room  
3111 S. Valley View Blvd, Suite B120  
Las Vegas, NV 89102  
Telephone Number 702-871-1077  
Facsimile Number 702-871-8220

Latin Chamber of Commerce  
829 S. 6th Street  
Las Vegas, NV 89101  
Telephone Number 702-385-7367  
Facsimile Number 702-385-2614

Urban Chamber of Commerce Plans Center  
1048 W. Owens  
Las Vegas, NV 89106  
Telephone Number 702-648-6222  
Facsimile Number 702-648-6223

- B. Upon receipt of Bid Documents, verify that documents are complete in accordance with the Specification Index in the Project Manual and Index of Drawings.
- C. Immediately notify the Project Manager upon finding discrepancies or omissions in the Bid Documents.

### 3.5 QUERIES/ADDENDA

- A. Clarifications requested by Bidders must be made directly to the Owner in writing, not less than ten (10) calendar days before date set for receipt of Bids. The reply will be in the form of an addendum, a copy of which will be forwarded to all bidders of record.
- B. Addenda may be issued up to seven (7) days prior to the date set for bid. All addenda become part of the Bid/Contract Documents. Include associated costs in the Bid Sum. Acknowledge receipt of addenda on the Bid Form, Document 00 41 00.
- C. Verbal answers are not binding on any party.

### 3.6 PRODUCT/SYSTEM SUBSTITUTIONS

- A. Where only one approved product manufacturer is listed in the specifications, that product shall be included in the base bid price.
- B. Where more than one approved product manufacturer is listed in the specification, the Contractor may submit his bid based on using any one of those listed.
- C. Where the phrase "or equal" or "or approved equal" occurs in the Project Manual, do not assume that the products, materials, or systems will be approved as equal (even if approved for use on previous projects). Submit the request for substitution to the Owner to obtain a determination. Until the item has been specifically so approved for this Work by the Owner and approval has been formally transmitted by the Owner to the Contractor the substitution is not to be used. Transmit requests for substitution approval on Attachment A, Substitution Request Form, a copy of which follows this document.
- D. Provide products as specified unless prior approval to use other products is obtained from the Owner at least ten (10) days prior to bid date, and if it is included in an addendum.
- E. The burden of proof that an "approved equal" product meets or exceeds the standards of the specified product rests with the proposer. An "or equal" item serves the same function; has the same dimensions, appearance, quality, terms of warranty, durability, reliability, cost in service and maintenance; and complies with the same codes and standards as the approved product manufacturers. Further, its substitution will have no effect on project details, cost, and program.

## PART 4 SITE ASSESSMENT

### 4.1 SITE EXAMINATION

- A. Bidders shall schedule a site visit with the Principal, carefully examine the site of the proposed Work and acquaint themselves with the conditions under which Work will be performed and nature and extent of the Work involved. Contractor shall maintain adequate barriers for the entire work area to ensure the safety of students, staff and the public during the construction phase. Where referenced in Project Manual index, refer to sections 00 73 00 or 01 35 26.

- B. In the event that any conflict is discovered between actual conditions existing on site and conditions described or indicated on drawings or in the Project Manual, the bidder shall request clarification before his offer is submitted. Otherwise, it will be assumed that premises have been thoroughly examined by the bidder and the Bid Sum covers all costs of all items necessary to perform the Work as set forth in the Bid Documents.
- C. The currently occupied premises at the project sites are available for examination by the bidders by appointment. Unauthorized visits will not be allowed on the project premises.

#### 4.2 PRE-BID CONFERENCE AND SITE WALK

- A. A mandatory pre-bid conference has been scheduled, as specified in Document 00 11 13 – Advertisement for Bids. Late arrivals may not be eligible to bid as a Prime.
- B. All prime bidders are required to attend the mandatory pre-bid conference and must sign in.
- C. Representatives of the Owner, and Consultants, will be in attendance.
- D. Questions to be reviewed at the pre-bid conference shall be submitted in writing to the Owner 24 hours before the meeting and will be addressed, if required, in addenda only. No verbal answers are binding on any party.
- E. Information relevant to the Bid Documents will be issued to all plan holders of record in an addendum.

### PART 5 QUALIFICATIONS

#### 5.1 EVIDENCE OF PRE-QUALIFICATION

- A. At the time of the Mandatory Pre-Bid Conference bidders are required to submit the following items:
  - 1. Resume for the Project Manager to be assigned to project if project is estimated at \$100,000.00 and over.
  - 2. Resume for the Project Superintendent to be assigned to project if project is estimated at \$100,000.00 and over.
  - 3. Provide a copy of the most current letter of pre-qualification issued from the Clark County School District (NRS 338.1379).
- B. Eligibility of Bidder Preference: Unless a Contractor, provides the Owner with a copy of a certificate of eligibility from the State Contractors' Board for projects estimated at \$250,000.00 or higher, the bidder will not receive a preference in bidding on public works. The certificate of eligibility for bidder preference must be issued by the State Contractor's Board in accordance with NRS 338.147.
- C. A person or entity who believes that a contractor wrongfully holds a certificate of eligibility to receive a preference in bidding and has proof or substantiating evidence to support the belief may file a written objection with the public body not later than 3 business days after the opening of the bids by the public body or

its authorized representative.

## 5.2 SUBCONTRACTORS/SUPPLIERS/OTHERS

- A. The Owner reserves the right to reject a proposed subcontractor for reasonable cause.
- B. Refer to the Article 5 of the Conformed General Conditions.
- C. Document 00 43 36– Subcontractors Exceeding 5% Listing: In accordance with NRS 338.144, each bidder shall provide with his bid, the name of each subcontractor who will provide labor or a portion of the work or improvement to the Contractor for which the subcontractor will be paid an amount exceeding five percent of the contractor’s total bid.
- D. Document 00 43 36A – Subcontractors Exceeding 1% Listing: In accordance with NRS 338.144 within two hours after the completion of the bid opening, the three lowest bidders must provide to the Owner the name of each subcontractor who will provide labor or a portion of the work or improvement to the Contractor for which the subcontractor will be paid an amount exceeding one percent of the Contractor’s total bid or \$50,000, whichever is greater, and the license number issued to the subcontractor.
  - 1. The 1% Listing must include all subcontractors listed on the 5% Listing.
- E. Bidders shall also list ALL portions of the Work to be self-performed.
- F. Failure to provide Document 00 43 36B - Expanded Subcontractor Listing as required may cause the bidder to be deemed non-responsive.
- G. The Owner reserves the right to request Document 00 43 36B – Expanded Subcontractors Listing from any bidder, if the determination of the lowest responsive bid is in doubt.
- H. A bidder who decides to protest the lowest bid shall submit Document 00 43 36B – Expanded Subcontractors Listing along with his protest notice.

## PART 6 BID SUBMISSION

### 6.1 SUBMISSION PROCEDURE

- A. Bidders shall be solely responsible for the delivery of their bids in the manner and time prescribed.
- B. Submit one (1) bound copy in a folder in the order as previously stated in this section; paragraph 2.1 C., of the executed offer on the Bid Form provided, signed and sealed with the required security in a closed opaque envelope, clearly

identified with Bidder's name, project name, date and time bid is required to be submitted, and Owner's name and project number on the outside.

- C. To prevent an untimely opening of mailed bids, sealed bids shall be submitted in a second sealed envelope addressed to the Owner marked as stated above. It is the sole responsibility of the bidder to see that his bid is received on time.
- D. An abstract summary of submitted bids will be made available to all bidders following bid opening.
- E. Bids shall be rounded to the nearest dollar. Any bids, which are not submitted, accordingly shall be rounded to the nearest dollar by the Owner.

## 6.2 BID INELIGIBILITY

- A. Contractors that submit Bids that are unsigned, improperly signed or sealed, conditional, illegible, obscure, contain arithmetical errors, erasures, alterations, or irregularities of any kind, at the discretion of the Owner, may be declared non-responsive.
- B. Contractors that submit Bid Forms, appendices, and enclosures which are improperly prepared, at the discretion of the Owner, may be declared non-responsive.
- C. Failure to provide security deposit and bonding insurance documents will invalidate the bid.
- D. A bid submitted by a contractor who did not attend the Mandatory Pre-Bid Conference shall be rejected and returned unopened.
- E. Contractors who fail to provide Documents 00 43 36 – Subcontractors Exceeding 5 Percent Listing and/or 00 43 36A – Subcontractors Exceeding 1 Percent Listing within the required time limits shall be declared non-responsive.

## PART 7 BID ENCLOSURES/REQUIREMENTS

### 7.1 SECURITY DEPOSIT

- A. Bid Form, Document 00 41 00, shall be accompanied by a security deposit as follows:
  - 1. A Bid Bond, by a surety company licensed to do business in the State of Nevada, or a certified check, in the name of the Owner, in a sum of 5% of the Total Base Bid amount.
- B. Endorse each Bid Bond in the name of the Owner as obligee, signed and sealed by the Contractor as principal and the surety.
- C. The security deposit will be returned after delivery to the Owner of the required Performance and Payment Bond(s) by the accepted bidder.
- D. Include the cost of Security Deposit in the Bid Sum.
- E. After a bid has been accepted, all securities will be returned to the respective bidders upon written request with a self-addressed stamped envelope included.

F. If no contract is awarded, all security deposits will be returned.

## 7.2 PERFORMANCE ASSURANCE

A. Accepted bidder to provide, within five (5) working days after Contract Award, the Performance and Payment Bonds as described in the General Conditions.

B. Include the cost of all required bonds in the Bid Sum.

## 7.3 INSURANCE

A. Successful bidder shall provide, within five (5) working days after Contract Award, an executed "Undertaking of Insurance" on a standard form provided by the insurance company stating their intention to provide insurance to the bidder in accordance with the insurance requirements of the General Conditions of the Contract for construction.

B. Minimum Insurer "AM Best" Rating is "A-" with FSC of V11 or higher of financial size category in the current issue of Best's Key Rating Guide.

## 7.4 FEES FOR CHANGES IN THE WORK

A. Include the fees for overhead and profit on own Work and Work by subcontractors. Refer to Document 00 72 00 General Conditions, and Document 01 26 00 for allowed percentages.

## 7.5 BID FORM SIGNATURE

A. The Bid Form shall be signed by the bidder, as follows:

1. Sole Proprietorship: signature of sole proprietor in the presence of a witness who will also sign. Insert the words "Sole Proprietor" under the signature.
2. Partnership, Limited Liability Partnership: signature of all partners in the presence of a witness who will also sign. Insert the word "Partner" under each signature.
3. Corporation, Limited Liability Corporation: signature of a duly authorized signing officer(s) in their normal signatures. Insert the officer's capacity in which the signing officer acts, under each signature. Affix the corporate seal. If the bid is signed by officials other than the president or secretary of the company, or the president/secretary/treasurer of the company, a copy of the by-law resolution of the board of directors authorizing them to do so, must also be submitted with the Bid Form in the bid envelope
4. Joint Venture: each party of the joint venture shall execute the Bid Form under their respective seals in a manner appropriate to such party as described above, similar to the requirements of a partnership.

## 7.6 ADDITIONAL BID ENCLOSURES

A. Submit the following documents with the bid:

1. Document 00 43 36 – Subcontractors Exceeding 5 Percent Listing, including ALL subcontractors that would be required to complete work covered in the base bid.
  2. Document 00 45 19 – Form of Non-Collusive Affidavit.
- B. Submit the following documents after bid opening:
1. Document 00 43 36A – Subcontractors Exceeding 1 Percent Listing (due within 2 hours after bid opening), including ALL subcontractors that would be required to complete work covered in the base bid.

## PART 8 OFFER ACCEPTANCE/REJECTION

### 8.1 DURATION OF OFFER

- A. Bids shall remain open to acceptance and shall be irrevocable for a period of sixty (60) days after the bid closing date.

### 8.2 ACCEPTANCE OF OFFER

- A. The Owner reserves the right to accept or reject any or all offers and to waive irregularity in the bidding and accept the bid, which is most advantageous to the Owner. In addition, bid acceptance shall be subject to provision of NRS 338.147.
- A. After acceptance the Owner will issue to the successful bidder a written notice of Contract Award.
- B. The Owner reserves the right to retain the security of the party awarded the Contract and the next lowest responsive and responsible bidder for sixty (60) days after bid opening.
- C. If any bidder refuses to enter into a Contract, the Owner will retain his Bid Bond as liquidated damages but not as a penalty.

END OF DOCUMENT

**DOCUMENT 00 21 13A**  
**CLARK COUNTY SCHOOL DISTRICT**  
**Substitution Request Form**  
**PROJECT INFORMATION**

Project Name:	PWP-CL- Project #:	Date:
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**FOR CONTRACTOR'S USE**

Contractor's Name:	Tel/Fax:
(Project Manager's Name)	Attention:(Project Manager)

GENTLEMEN:

Please consider for approval the following product or system as an "APPROVED EQUAL" substitution in accordance with the provisions of Divisions 0 and 1 of this Project Manual.

Name & description of SPECIFIED Product or System:

Division \_\_\_\_\_ Section: \_\_\_\_\_  
 Page(s): \_\_\_\_\_ Drawing No.(s): \_\_\_\_\_  
 Detail or Section No.(s): \_\_\_\_\_

Manufacturer:	Address:	Phone:
Vendor:	Address:	Phone:

Reason(s) for not giving priority to specified item: \_\_\_\_\_

Does SUBSTITUTION affect other material or systems? (If yes, attach complete data)	YES	NO
Does SUBSTITUTION require dimensional revision or redesign or structure, mechanical, and/or electrical work? (If yes, attach complete data)	YES	NO

Savings or Credit to Owner for approving SUBSTITUTE (even dollar): \$ \_\_\_\_\_

Written: \_\_\_\_\_

Attached data is furnished for evaluation of the substitution:

CATALOG: \_\_\_\_\_ DRAWINGS: \_\_\_\_\_  
 SAMPLES: \_\_\_\_\_ TESTS: \_\_\_\_\_  
 REPORTS: \_\_\_\_\_ OTHER: \_\_\_\_\_

Manufacturer's guarantees of the Substitute vs. Specified item is:	SAME	DIFFERENT (If different, please explain)
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**THE UNDERSIGNED HEREBY CERTIFIES THAT THIS SUBSTITUTION HAS BEEN FULLY CHECKED AND COORDINATED WITH THE CONTRACT DOCUMENTS.**

Company:	Address:	Phone:
Name:	Title:	Fax:

**FOR PROJECT MANAGER'S USE**

Accepted	Accepted As Noted	Received Too Late
Date Received:	Date of Action:	
Signature: (Project Manager)	Date:	

**DOCUMENT 00 21 13B**  
**Instructions to Bidders**

**Notification of School Construction, Maintenance, and Renovation Activities**

**INTEROFFICE MEMORANDUM**  
**MODERNIZATION**

**To:** Principal and Staff – (School)  
**From:** [Name], Project Manager  
**Subject:** Notice of Modernization  
**Date:**

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A contract is being awarded for your school for \_\_\_\_\_. The projected start date is on or about \_\_\_\_\_. The Contractor will provide the Principal, in advance of starting work, a schedule of where and when he will be working. Contract time will be \_\_\_\_\_ calendar days from Notice to Proceed.

In accordance with CCSD Policy 7510, Notification of School Construction, Maintenance, and Renovation Activities, I request you inform your staff, students, and parents of the impending work.

I do not foresee the use of materials that would be classified environmentally unsafe; however, the Contractor is required to provide Material Safety Data Sheets (MSDS) for materials deemed to be of concern.

\_\_\_\_/\_\_\_\_

cc: File

**DOCUMENT 00 21 13C**  
**Instruction To Bidders**

## **MOBILE EQUIPMENT ON SCHOOL DISTRICT PROPERTIES**

The Clark County School District recognizes the necessity of moving various kinds of equipment on school properties both during school in-session hours and non-school days and hours in order to implement Modernization projects.

Contractors are admonished to exercise all due caution against student or school personnel exposure to danger from equipment presence and/or movement. Barricades or flagging shall be utilized to cordon off areas of vehicular activity if at all feasible.

The District also recognizes that it is not always feasible to remove some items of equipment immediately after each use. A contractor may judge it necessary that equipment be left unattended for a period of time, possibly overnight or over a weekend up to 36 hours. The School District does not encourage, but does not prohibit those instances where contractors feel it impractical to practice immediate removal from District property. However, contractors must assume full responsibility for this practice; any theft, vandalism or public liability claims incurred due to this condition must be the sole responsibility of the contractor.

The School District does insist that parked motorized equipment be effectively demobilized to the extent that motion or start-up by manual means, switch or key ignition, or bypass of ignition systems is not possible. Some means of guarded lock-up or dismantling must be practiced to minimize the chances of injury or damage by tampering. Fuel tanks and fuel lines shall be adequately locked up and/or inaccessible.

**DOCUMENT 00 31 00**  
**INFORMATION AVAILABLE TO BIDDERS**

1. ASBESTOS SURVEY REPORT

- A. A copy of the asbestos Survey Report provided by the Clark County School District Environmental Services Division is provided for your information in accordance with the requirements of 29 CFR 1926.1101 and 40 CFR 763. This report lists the location of types confirmed or presumed asbestos-containing material (ACM and PACM) at the site.

END OF DOCUMENT

**DOCUMENT 00 41 00  
BID FORM**

**MAIL OR HAND CARRY SEALED BIDS TO:**

**CCSD – Modernization Services  
4170 McLeod Drive  
Las Vegas, NV 89121**

Gentlemen:

I, the undersigned, having examined the General Conditions of the Contract, Specifications, Addenda, and all other Contract documents entitled:

"Unit Price Lighting Fixture Retrofit"

at

Various schools and facilities throughout the District.

CCSD Project MPID # 0012541

and the Contract drawings similarly entitled, and having visited the site and examined all conditions affecting the work, hereby propose and agree to furnish all labor, materials, equipment, and appliances to perform all operations necessary to complete the entire work as required by said documents for the estimated total sum of:

Retrofit Description	Unit Cost *	Est. Quant.	Est. Total Cost
1-lamp fix. to 1F32T8HL & reduced power T8 ballast	\$	1000	\$
2-lamp fix. to 2F32T8HL & reduced power T8 ballast	\$	25,000	\$
2-lamp fix. to 2F32T8HL & normal power T8 ballast	\$	100	\$
2-lamp fix. to 2F32T8HL & high power T8 ballast	\$	100	\$
3-lamp fix. to 2F32T8HL & normal power T8 ballast	\$	45,000	\$
4-lamp fix. to 2F32T8HL & normal power T8 ballast	\$	31,000	\$
<b>Total Base Bid</b>			\$
Potential Additional Unit Costs (Quantity TBD)			
PCB Ballast Disposal (per pound)	\$		
Lamp Sockets (per each)	\$		

**\*Note: Includes all materials, labor and trash removal.**

If this bid is accepted, we will complete the work in the specified calendar days (reference Document 00 73 00).

Enclosed please find Bid Bond, Certified Check or Cashier's Check No. \_\_\_\_\_, for five (5) per cent of the amount of the base bid, copy of valid Nevada Contractors' License, and Document 00 45 19 (Non-collusive Affidavit).

Per NRS 338, Document 00 43 36 (5% Subcontractor List) is enclosed, and Document 00 43 36A (1% Subcontractor List) shall be provided within Two (2) hours of bid opening.

The undersigned, per Document 00 21 13, Instructions to Bidders, 6.1, consents that the bids may be opened publicly on the date, time, and place set by the Clark County School District.

Contractor		Authorized Signature	
Street Address Suite No.		Title	
P. O. Box		Witness Signature	
		Phone No.	Fax No.
City	State	Zip	
Dated this _____ day of _____, 20____.		License	Bid Limit Classification
Addendum #1	#2	#3	Rev 6/00

**DOCUMENT 00 43 36**  
**SUBCONTRACTORS EXCEEDING 5% LISTING**  
**(Due at the time of Bid Opening)**

TO: CLARK COUNTY SCHOOL DISTRICT hereinafter called "Owner"

1. Pursuant to bidding requirements for the Work titled: Unit Price Lighting Fixture Retrofit.
2. INSTRUCTIONS: Pursuant to NRS 338.141, the Prime Contractor must include with his bid, the name of each subcontractor and a description of the portion of the Work to be completed by the subcontractor, who will provide labor or a portion of the work or improvement to the Contractor for which he will be paid an amount exceeding five (5) percent of the Prime Contractor's total bid.
3. Further, within two (2) hours after the completion of the opening of the bids, the Prime Contractors who submitted the three (3) lowest bids must submit a list of the name of each subcontractor and the number of the license issued to the subcontractor pursuant to NRS 624, who will be paid an amount exceeding one (1) percent of the Prime Contractor's total bid or \$50,000, whichever is greater. If the undersigned Prime Contractor fails to submit such list within the required time, his bid shall be deemed not responsive. The two (2) hour listing requirement of NRS 338.141 shall be provided on Document 00 43 36A. Subcontractors listed on this Document 00 43 36 shall be re-listed on Document 00 43 36A.
4. ACKNOWLEDGMENT: Signature at the conclusion of this Document certifies that all subcontractors required in accordance with NRS 338.141 are listed.

<b>SUBCONTRACTOR</b>	<b>PORTION OF WORK</b>	<b>LICENSE NUMBER</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PROVIDE SIGNATURE IDENTICAL TO THAT SHOWN ON THE BID FORM

BIDDER NAME: \_\_\_\_\_

SIGNATURE OF ACKNOWLEDGMENT: \_\_\_\_\_

NEVADA CONTRACTOR'S LICENSE #: \_\_\_\_\_ DATE: \_\_\_\_\_

END OF DOCUMENT

**DOCUMENT 00 43 36A**  
**SUBCONTRACTORS EXCEEDING 1% LISTING**  
**(Due within 2 hours after Bid Opening)**

TO: CLARK COUNTY SCHOOL DISTRICT hereinafter called "Owner"

1. Pursuant to bidding requirements for the Work titled: Unit Price Lighting Fixture Retrofit.
2. INSTRUCTIONS: Pursuant to NRS 338.141, within two (2) hours after the completion of the opening of the bids, the Prime Contractors who submitted the three (3) lowest bids must submit a list of the name of each subcontractor and the number of the license issued to the subcontractor pursuant to NRS 624, who will be paid an amount exceeding one (1) percent of the Prime Contractor's total bid or \$50,000, whichever is greater. If the undersigned Prime Contractor fails to submit such list within the required time, his bid shall be deemed not responsive. The two (2) hour listing requirement of NRS 338.141 shall be provided on Document 00 43 36A.
3. Document 00 43 36A shall be sent to the Clark County School District's Compliance Section via fax at 799-0772.
4. Subcontractors previously listed on Document 00 43 36 must be re-listed on this form.
5. ACKNOWLEDGMENT: Signature at the conclusion of this Document certifies that all subcontractors required in accordance with NRS 338.141 are listed.

<b>SUBCONTRACTOR</b>	<b>PORTION OF WORK</b>	<b>LICENSE NUMBER</b>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PROVIDE SIGNATURE IDENTICAL TO THAT SHOWN ON THE BID FORM

BIDDER NAME: \_\_\_\_\_

SIGNATURE OF ACKNOWLEDGMENT: \_\_\_\_\_

NEVADA CONTRACTOR'S LICENSE #: \_\_\_\_\_ DATE: \_\_\_\_\_

END OF DOCUMENT

**DOCUMENT 00 43 36B**  
**EXPANDED SUBCONTRACTORS LISTING**  
**(Due Within 24 Hours After Bid Opening)**

TO: CLARK COUNTY SCHOOL DISTRICT hereinafter called "Owner"

1. INSTRUCTIONS: Pursuant to bidding requirements for the Work titled: Unit Price Lighting Fixture Retrofit, this form must be submitted to the Owner by the three lowest Bidders within 24 hours after bid opening. The form must include all portions of the Work performed by the prime contractor and subcontractors. Bidders who fail to provide Document 00 43 36B – Expanded Subcontractors Listing within the required time limit may be deemed not responsive.
  - A The items below are a representative list of all portions of the Work. Although a comprehensive list of portions of the Work is provided, this list should not be considered entirely inclusive. Should a portion of the Work not be specifically listed, the prime contractor is required to add that portion of Work in the space provided. All listed portions of work must be annotated as required or indicated **Not Applicable**.
  - B. A bidder who wishes to file a protest must submit a completed 00 43 36B form as part of their protest.
  - C: Document 00 43 36B shall be sent to the Clark County School District’s Compliance Section via fax at 799-0772.
2. Using federal guidelines please indicate which subcontractors, if any, qualify as one of the following: Minority Business Enterprise (MBE), Women-owned Business Enterprise (WBE) or Disabled Veteran-owned Business Enterprise (DVBE). **Please note that this column is for informational purposes only.**

DEFINITIONS:

- A. MINORITY BUSINESS ENTERPRISE (MBE) means a business, which is at least fifty-one percent (51%) minority-owned, operated and actively controlled by one or more minorities. In the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be minority-owned and the business must be operated and actively controlled by minorities. Minority categories are NATIVE AMERICAN, BLACK/AFRICAN AMERICAN, ASIAN AMERICAN, AND HISPANIC AMERICAN.
- B. WOMEN-OWNED BUSINESS ENTERPRISE (WBE) means a business which is at least fifty-one percent (51%) women-owned, operated and actively controlled by one or more women, or in the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned and the business operated and actively controlled by a woman or women.
- C. DISABLED VETERAN-OWNED BUSINESS ENTERPRISE (DVBE) means a business which is at least fifty-one percent (51%) disabled veteran-owned, operated and actively controlled by a one or more disabled veterans, or in the case of a publicly-owned business, at least fifty-one percent (51%) of the stock must be owned and the business operated and actively controlled by a disabled veteran. Disabled veteran is defined by the City of Las Vegas as a U.S. veteran of any era with a service-connected minimum disability of ten (10%), certified by the Department of Veterans Affairs.

3. ACKNOWLEDGMENT: 1) Signature at the conclusion of this document certifies that One Hundred Percent (100%) of the portions of the Work are listed; AND 2) Signature at the conclusion of this document certifies that each Subcontractor named by the Contractor is properly licensed for that portion of the work and does not exceed the limit of his license.

<b>PORTION OF THE WORK</b>	<b>SUBCONTRACTOR</b>	<b>LICENSE NUMBER</b>	<b>BID LIMIT</b>	<b>MBE</b>	<b>WBE</b>	<b>DVBE</b>
<u>DIVISION 26</u>						

*By signing this document, the Contractor attests that each Subcontractor named is properly licensed for that portion of the work and has not exceeded the limit of his license. Listing a Subcontractor who exceeds his bid limit, or a non-specified manufacturer may be cause for the Owner to reject the bid and accept the next lowest responsive bid for the Project.*

BIDDER NAME: \_\_\_\_\_

SIGNATURE OF ACKNOWLEDGMENT: \_\_\_\_\_

NEVADA CONTRACTOR'S LICENSE #: \_\_\_\_\_ DATE: \_\_\_\_\_

END OF DOCUMENT

**DOCUMENT 00 43 36C**  
**SUPPLIER AND MANUFACTURER LISTING**  
**(To be submitted at Pre-construction meeting)**

1. Pursuant to bidding requirements for the Work titled: Unit Price Lighting Fixture Retrofit.

**PORTION OF THE WORK**

DIVISION 26 – Interior Luminaries

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*By signing this document, the Contractor attests that each supplier or manufacturer listed above shall provide applicable materials and equipment per Contract Documents*

BIDDER NAME: \_\_\_\_\_

SIGNATURE OF ACKNOWLEDGEMENT \_\_\_\_\_

NEVADA CONTRACTOR'S LICENSE #: \_\_\_\_\_ DATE: \_\_\_\_\_

END OF DOCUMENT

**DOCUMENT 00 45 00  
FORM OF GUARANTEE  
CONTRACTOR**

When required by the specifications written guarantees shall be in the form of the following guarantee, on the Contractor's own letterhead:

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GUARANTEE FOR \_\_\_\_\_

We hereby guarantee that \_\_\_\_\_

which we have installed in \_\_\_\_\_

have been done in accordance with the drawings and specifications and that the Work installed will fulfill the requirements included in the specifications. We agree to repair or replace any or all of our Work, together with any adjacent Work which may be displaced by so doing, that may prove to be defective in its workmanship or materials within a period of one (1) year from date of acceptance of the above-mentioned Work by Owner, ordinary wear and tear, and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within a reasonable period of time, as determined by the Owner, after being notified in writing by the Owner, we, collectively or separately, do hereby authorize the Owner to proceed to have said defects repaired and made good at our expense, and we will honor and pay the costs and charges therefore upon demand.

SIGNED:

Prime contractor \_\_\_\_\_

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

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

Local Representative to be contacted for service:

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone No.: \_\_\_\_\_

END OF DOCUMENT

**DOCUMENT 00 45 19**  
**FORM OF NON-COLLUSIVE AFFIDAVIT**

To Be Typed on Bidders Letterhead

AFFIDAVIT

(Prime Bidder)

State of \_\_\_\_\_)ss.

County of \_\_\_\_\_)

\_\_\_\_\_ being first duly sworn, deposes and says:

That he is (a partner or officer of the firm of, etc.) the party making the foregoing offer or bid, that such offer or bid is genuine and not collusive or sham; that said bidder has not colluded, conspired, connived or agreed, directly or indirectly, with any bidder or person, to put in a sham bid or to refrain from bidding, and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the bid sum of affiant or of any other bidder, or to fix any overhead, profit or cost element of said bid price, or of that of any other bidder, or to secure any advantage against the Owner or any person interested in the proposed contract; and that all statements in said proposal or bid are true.

Signature of \_\_\_\_\_

Bidder, if the bidder is an individual;

Partner, if the bidder is a partnership;

Officer, if the bidder is a corporation.

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_ .

\_\_\_\_\_

My commission expires \_\_\_\_\_, 20 \_\_\_\_ .

END OF DOCUMENT

**DOCUMENT 00 50 00**  
**ADMINISTRATION FORMS**

**PART 1 ADMINISTRATION FORMS**

**1.1 DOCUMENTS INCLUDED**

A. Administration forms referenced in this Project Manual are listed below. These documents are available for purchase at the office of Construction Notebook located at 3131 Meade, Las Vegas, Nevada and AIA Office located at Old Town Mall, Upper Level (G1), Reno, Nevada 89502. These documents are available for review at the office of the Owner located at 4170 McLeod Drive, Building B, Monday through Friday during office hours.

1. AIA A101 – Standard Form of Agreement Between Owner and Contractor
2. AIA A201 – Conformed General Conditions of the Contract for Construction
3. AIA A310 – Bid Bond
4. AIA A312 – Performance and Payment Bonds
5. AIA G702 – Application and Certificate for Payment
6. AIA G703 – Continuation Sheet for Application and Certificate for Payment
7. AIA G706 – Contractor’s Affidavit of Payment of Debts and Claims
8. AIA G706A – Contractor’s Affidavit of Release of Liens
9. AIA G707 – Consent of Surety Company to Final Payment
10. AIA G707A – Consent of Surety to Reduction in or Partial Release of Retainage

B. Other forms required by the Owner for use by the Contractor are as follows, and are included in the Project Manual:

1. 00 41 00 – Bid Form
2. 00 43 36 – Subcontractors Exceeding 5 Percent Listing
3. 00 43 36A – Subcontractors Exceeding 1 Percent Listing
4. 00 43 36B – Expanded Listing
5. 00 43 36C – Manufacturer and Supplier Listing
6. 00 45 00 – Form of Guarantee (Prime contractor)
7. 00 45 19 – Form of Non-Collusive Affidavit
8. 00 50 00B – Sworn Statement
9. 01 33 00A – Submittal Routing Form
10. 00 65 39A – Non-Use of Asbestos Certificates

**1.2 USE OF ADMINISTRATION FORMS**

A. See various Sections for required use of the administration forms.

END OF DOCUMENT

THE AMERICAN INSTITUTE OF ARCHITECTS

A/A Document A312

# Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):                      SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:  
Amount:  
Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):  
Amount:  
Modifications to this Bond:                       None                       See Page 6

CONTRACTOR AS PRINCIPAL                      SURETY  
Company:                      (Corporate Seal)                      Company:                      (Corporate Seal)

Signature: \_\_\_\_\_                      Signature: \_\_\_\_\_  
Name and Title:                      Name and Title:

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY—Name, Address and Telephone)  
AGENT or BROKER:                      OWNER'S REPRESENTATIVE (Architect,  
Engineer or other party):

THE AMERICAN INSTITUTE OF ARCHITECTS

A/A DOCUMENT A312

# Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): SURETY (Name and Principal Place of Business):

OWNER (Name and Address):

CONSTRUCTION CONTRACT

Date:  
Amount:  
Description (Name and Location):

BOND

Date (Not earlier than Construction Contract Date):  
Amount:  
Modifications to this Bond:  None  See Page 6

CONTRACTOR AS PRINCIPAL SURETY  
Company: (Corporate Seal) Company: (Corporate Seal)

Signature: \_\_\_\_\_ Signature: \_\_\_\_\_  
Name and Title: Name and Title:

(Any additional signatures appear on page 6)

(FOR INFORMATION ONLY-Name, Address and Telephone)

AGENT or BROKER: OWNER'S REPRESENTATIVE (Architect, Engineer or other party):

**DOCUMENT 00 50 00B  
SWORN STATEMENT**

State of \_\_\_\_\_  
County of \_\_\_\_\_

being duly sworn under oath, deposes and says that he is

\_\_\_\_\_ of  
(owner, partner, officer, etc.)

\_\_\_\_\_  
(name and location of business)

and that the said Contractor per NRS 338.550, has paid in full all obligations for equipment, materials, work, labor, services in connection with Work performed at \_\_\_\_\_.

Exceptions (if any) are as follows which Owner may require bonding from Contractor:

Deponent further says that he (they) have no moneys to become due for labor, subcontractors or materials for said building other than the sums set forth above.

\_\_\_\_\_  
Contractor's Name

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

Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

Notary in and for \_\_\_\_\_ County.

\_\_\_\_\_  
My Commission Expires \_\_\_\_\_

END OF DOCUMENT

**DOCUMENT 00 52 00  
AGREEMENT**

This agreement, made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_ in the year of \_\_\_\_\_,  
between the Clark County School District, Clark County, Nevada, hereinafter called "Owner" and  
\_\_\_\_\_ hereinafter called "Contractor."

This Contract consists of the entire work of the following project: \_\_\_\_\_

MPID#

The Owner and Contractor agree as set forth below:

**ARTICLE 1**

The Work of this Contract

- 1.1 The Contractor shall execute the entire work set forth in the Contract Documents, except that specifically indicated in the Contract Documents to be the responsibility of others, or as follows:

**ARTICLE 2**

Commencement; Substantial Completion and Liquidated Damages

- 2.1 The date of commencement is the date from which the Contract Time of Paragraph 2.2 is measured, and shall be the date of this agreement, as first written above, unless a different date is stated below or the date is to be fixed by a Notice to Proceed issued by the Owner.
- 2.2 The Contractor shall achieve substantial completion of the entire work not later than \_\_\_\_\_ and is subject to adjustments of this Contract Time as provided in the Contract Documents.
- 2.3 In the event the Contractor fails to complete the Work within the specified or adjusted Time for Performance, the Contractor does hereby agree to (1) pay the Owner \$ \_\_\_\_\_ per day (per site) of the bid amount as liquidated damages for each calendar day that the Contract for the Work extends beyond the Time for Performance, and (2) pay per site for costs the Owner may incur as a result of additional storage and handling of equipment non-deliverable because the Contractor failed to substantially complete the Work as specified.
- 2.4 In the event the Contractor fails to complete or correct the Work on the comprehensive list of deficiencies within the specified or adjusted Time for Performance, the Contractor does hereby agree to (1) pay the Owner \$ \_\_\_\_\_ per day (per site) as liquidated damages for each calendar day that the completion or correction of the Work extends beyond the \_\_\_\_\_ days for performance allowed from the date of Substantial Completion and (2) pay per site for any additional architectural and/or legal fees incurred by the Owner as a result of the delay.
- 2.5 Liquidated damages may also be assessed at \$ \_\_\_\_\_ per day (per site) of contract cost, for Contractor's failure to provide Owner all required submittals per Contract Documents within the specified time periods.

**ARTICLE 3**  
Contract Sum

- 3.1 The Owner shall pay to the Contractor, in consideration for the Contractor's performance of the Contract, the total Contract Sum of: \_\_\_\_\_ and 00/100 Dollars \$\_\_\_\_\_, subject to additions and deductions as provided in the Contract Documents. Each project's stipulated portion of the contract sum is: \_\_\_\_\_
- 3.2 The Contract Sum is based upon the following alterations, if any, which are described in the Contract Documents and are hereby accepted by the Owner.
- 3.3 Unit prices, if any, are as follows: \_\_\_\_\_

**ARTICLE 4**  
Payments

- 4.1 Progress payments to the Contractor shall be made during the course of the Work not to exceed one (1) payment per month. Payment shall be in accordance with the Schedule of Values and based on installed Work approved and deemed acceptable by the Owner, plus materials properly stored and accounted for. The date established for the period ending for each Application for Payment shall be mutually determined at the Pre-Construction Conference by the Owner and Contractor. During the first fifty percent (50%) of the Work no payment may exceed ninety percent (90%) of the value of labor and materials incorporated in the Work during the preceding month. Upon satisfactory performance and completion of the first fifty percent (50%) of the Work, payments equal to one hundred percent (100%) of the value of the labor and materials incorporated in the Work thereafter may be made to the Contractor at the discretion of the Owner. The Application for Payment shall be reviewed and certified by the Owner for payment the next regularly scheduled opportunity. Retainage shall be paid to the Contractor at substantial completion in accordance with the provisions of the General Conditions.
- 4.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due in accordance with Nevada Revised Statutes NRS 338.515.

**ARTICLE 5**  
Final Payment

- 5.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when the entire Work has been completed, the Contract fully performed, and final releases, from Worker's Compensation Insurance, Labor Commission, (if applicable), and Consent of Surety for final payment, Subcontractors and Suppliers, have been received by the Owner.

**ARTICLE 6**  
Enumeration of Contract Documents

- 6.1 The Contract Documents, except for Modifications issued after execution of this agreement are enumerated as follows:
- 6.1.1 The Agreement is this executed agreement – Document 00500

6.1.2 The General Conditions, Special Conditions and other Conditions of the Contract are those contained in the Project Manual dated \_\_\_\_\_, and are as follows:

Document	Title	Pages
----------	-------	-------

6.1.3 The Specifications are those contained in the Project Manual as dated in Subparagraph 6.1.2, and are as follows:

Section	Title	Pages
---------	-------	-------

6.1.4 The drawings are as follows, and are dated \_\_\_\_\_ unless a different date is shown below:

6.1.5 The Addenda, if any, are as follows:

Number	Date	Pages
--------	------	-------

6.1.6 Other documents, if any, which form a part of the Contract Documents are as follows:

**ARTICLE 7**

Termination or Suspension

7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of the General Conditions.

7.2 The Work may be suspended by the Owner as provided in Article 14 of the General Conditions.

**ARTICLE 8**

Conflict of Interest/Nepotism

8.1 Pursuant to CCSD Regulation 3312, the Owner will not enter into a contract or agreement for an amount in excess of \$1,000.00 with any person related within the third degree of consanguinity or affinity to a member of the Board of School Trustees, or to a person acting as the Authorizing Official for the Owner, except as fully disclosed and authorized in advance. Authorizing Official being defined for this purpose as the person who has final authority to administer budgets, or their designee.

8.2 Pursuant to CCSD Regulation 4371, "Cooling Off Period", the Owner may not enter into any contract, agreement, or consulting arrangement directly or indirectly with any employee or former employee for a period of one (1) year from the date of termination of employment other as a member of a recognized bargaining unit or as a substitute employee, unless there is full disclosure, or the matter is acted upon before the CCSD Board of School Trustees.

8.3 The Contractor is hereby put on notice, by this clause, that it is the Contractor's responsibility to disclose any relationship or affinity with a Board of School Trustee or an Authorizing Official in writing to the Associate Superintendent, Facilities Division. Failure to properly disclose a relationship will result in termination of the construction contract and may jeopardize the Contractor's future business with the Owner.

**ARTICLE 9**

Miscellaneous Provisions

9.1 Where reference is made in this Agreement to a provision of the General Conditions or another Contract Document the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

9.2 The Owner's designated contact for construction matters shall be (Name) (Either – Project Manager– Coordinator). For the purpose of formal contract notice requirements, the Parties' designated representatives are as follows:

Owner

Contractor

This Agreement is entered into as of the day and year first written above.

Owner

Contractor

---

J.P. Gerner, Associate Superintendent  
Facilities Division, Clark County School District

**DOCUMENT 00 65 39**  
**NON-UTILIZATION OF ASBESTOS MATERIAL**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Restrictions on the use of asbestos containing products and requirements for certification by Contractor and subcontractors.

**1.2 NON-USE OF ASBESTOS CONTAINING MATERIAL**

- A. No asbestos or asbestos-containing products shall be used in this construction or in any tools, devices, clothing or equipment used to affect this construction. Specific exceptions to this exclusion are as follows: vehicles with asbestos containing material (ACM) brake linings; elevator brake linings; laboratory muffle furnaces with interior ACM insulation.

**1.3 DEFINITION AND TESTING**

- A. Asbestos and/or asbestos-containing products shall be defined as all items containing chrysotile, crocidolite, amosite, anthophyllite, tremolite or actinolite.
  - 1. Any or all material containing greater than one tenth of one percent (0.1%) asbestos shall be defined as asbestos-containing material (ACM).
  - 2. Any disputes involving the question of whether or not material contains asbestos shall be settled by electron microscopy; the costs of any such tests which confirm the presence of ACM shall be paid by the Contractor; if no ACM is found, the cost of such tests shall be borne by the Owner.

**1.4 REMEDIATION**

- A. All work or materials found to contain asbestos or work or material installed with asbestos-containing equipment will be immediately rejected upon discovery and this Work will be remediated at no additional cost to the Owner. Such cost for remediation shall include, but is not limited to, cost of: the asbestos contractor, insurance, asbestos consultant, analytical and laboratory fees, waste disposal, and any other additional cost as may be incurred by Owner.
  - 1. Remediation of work found to contain asbestos or work installed with asbestos-containing equipment shall be designed, supervised and conducted by an asbestos removal contractor who is licensed in the State of Nevada and knowledgeable, qualified, and experienced in asbestos abatement and accredited in accordance with 40 CFR Part 763 Appendix C to Subpart E (EPA AHERA Model Accreditation Program).
  - 2. The asbestos removal contractor shall be chosen and approved by the Owner or Owner's asbestos consultant, who shall have sole discretion and final determination in this matter.
  - 3. The work will not be accepted until asbestos contamination is removed to level deemed acceptable to Owner or Owner's asbestos consultant, and in accordance with clearance levels specified in the AHERA Regulations.
  - 4. Procedures for Handling Asbestos Cement "Transite" Pipe (ACP) When transite is encountered in the scope of a CCSD construction project (whether known or discovered) it should be removed by a licensed asbestos contractor. ACP may be removed by non-asbestos licensed workers if they have been specifically trained to remove ACP and the work is supervised by an asbestos competent person. Transite pipe shall not be crushed, crumbled or pulverized. ACP must be

disposed of as asbestos waste. An asbestos licensed representative of CCSD must sign all asbestos waste manifests.

The waste material must be placed in an area separate from other construction waste where it will not be crushed or pulverized.

The Construction Supervisor shall contact the Project Manager or Safety & Environmental Services at 799-0985 to arrange for the waste material to be picked-up and disposed of as asbestos waste.

**1.5 CERTIFICATION**

- A. The Contractor shall certify, on Attachment A to be submitted with closeout documents, that to the best of his knowledge no asbestos-containing material (ACM) was used as a building material in the construction of the Project. The Contractor shall obtain a similar certification, Attachment B, from all subcontractors. Attachments A and B shall be submitted together in a separate folder with closeout documents.

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

Not Used

END OF SECTION

**DOCUMENT 00 65 39A  
CONTRACTORS/ARCHITECTS CERTIFICATION  
OF NON-USE OF ASBESTOS CONTAINING BUILDING MATERIAL  
Attachment A**

PROJECT NAME: \_\_\_\_\_

PROJECT ADDRESS: \_\_\_\_\_

PROJECT MPID#: \_\_\_\_\_

PROJECT ARCHITECT: \_\_\_\_\_

CONSTRUCTION DATES: \_\_\_\_\_

NOTICE TO PROCEED (START): \_\_\_\_\_

SQUARE FEET: \_\_\_\_\_  
(BUILDING OR PROJECT AREA)

SUBSTANTIAL COMPLETION DATE: \_\_\_\_\_

\*\*\*\*\*

I certify that for the project described above, to the best of my knowledge, no asbestos-containing material (ACM) was used as a building material in the construction of this project.

Construction Company's Name: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

\*\*\*\*\*

I certify that for the project described above, to the best of my knowledge, no asbestos-containing material (ACM) was used as a building material in the construction of this project.

Architect's Company Name: \_\_\_\_\_

Name & Title: \_\_\_\_\_

Signature: \_\_\_\_\_

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

\*\*\*\*\*

END OF FORM

**DOCUMENT 00 72 00  
GENERAL CONDITIONS**

**ARTICLE 1** – GENERAL PROVISIONS

1.1 CONTRACT DOCUMENTS

1.1.1 The Contract Documents consist of the agreement, specifications, and drawings and addenda which are complementary. The documents provide for the furnishing of all labor, materials, equipment and transportation necessary to carry the project to its completion.

1.2 INSTRUCTIONS AND DRAWINGS

1.2.1 No work shall be performed without instructions and proper drawings. Such information, as is needed for the proper execution of the Work, will be furnished by the Owner.

1.3 FIELD MEASUREMENTS

1.3.1 Check and verify all field measurements as any omissions shall not relieve the Contractor from responsibility for deviations from drawings or specifications.

1.4 SPECIAL CONDITIONS

1.4.1 Separate Special Conditions, if a part of these documents, presuppose use of general conditions in full and are a supplement or amend general conditions as the case may be.

**ARTICLE 2** – OWNER

2.1 EXTRA WORK AND CHANGES

2.2 Refer to Document 01 26 00, Change Order Procedures.

2.2.1 The Owner may make changes by adding or deducting from the Work without invalidating the Contract. No change shall be made nor charges for extras considered unless requested and approved in writing by the Owner. The Contract sum and/or time shall be adjusted accordingly.

2.2.2 The cost of the Work is defined as the cost of labor and materials only.

2.2.3 for Work performed by the Contractor's own forces – 10% of the cost of the Work up to \$10,000 dollars.

2.2.4 for Work performed by the Contractor's own forces – 5% of the cost of the Work over \$10,000 dollars.

2.2.5 for Work performed by the Subcontractor or sub subcontractor, the Contractor is allowed 5% of the cost of the Work performed by the Subcontractor or sub subcontractor up to \$10,000 dollars.

2.2.6 for Work performed by the Subcontractor or sub subcontractor's own forces – the subcontractor is allowed 10% of the cost of the Work up to \$10,000.

2.2.7 for work performed by the Subcontractor or sub subcontractor's own forces – the Subcontractor or sub subcontractor is allowed 5% of the cost of the Work over \$10,000 dollars.

2.2.8 The overhead and profit allowed above shall include the cost of all bonds and insurance.

2.2.9 The School District, its officers and employees shall be immune for any breach of this Contract caused by an incorrect date being produced, calculated or generated by a computer or other information system that is owned or operated by the District, its officers or employees, regardless of the cause of the error.

2.3 OTHER CONTRACTS

2.3.1 The Owner reserves the right to let other contracts in connection with this Work and requests the cooperation and coordination of this Contractor with others involved in the execution and installation of their work.

**ARTICLE 3** – CONTRACTOR

3.1 SUPERVISION

3.1.1 The Contractor shall be directly in charge of the project and shall provide a competent supervisor at each project site as project representative and all directions given to him shall be as binding as if given to the Contractor. Such directions shall be confirmed in writing to the Contractor. The assigned Clark County School District Project Manager shall be the sole spokesman for the Owner in all matters pertaining to the Contract.

3.2 PERMITS

3.2.1 Inspection permits are required by CCSD Inspection Services for work on school district property. Contractor shall obtain permits (without charge) for all work. Offsite improvement permits and inspections shall be at the discretion of the appropriate local Department of Public Works. Fees for offsite permits and inspections shall be paid by the Contractor and included in their bid.

3.3 CODE COMPLIANCE

3.3.1 The Contractor is not responsible for assuring that the plans and specifications are in accordance with the Authority Having Jurisdiction's Ordinances and Building Codes. Should the Contractor observe any portion of the plans and specifications that varies from such ordinances and building codes, the Contractor shall promptly notify the Owner's representative.

3.3.2 Any work knowingly performed by the Contractor that is contrary to such building codes and ordinances without notice to the Project Manager shall be made to conform at no expense to the Owner.

3.4 REMEDY OF DEFECTS

3.4.1 The Contractor shall remedy any defects due to faulty materials or workmanship and pay for any damage to other work resulting therefrom, during the period of the Contract and for a period of one year from the date of final payment.

3.5 COORDINATION

3.5.1 The Contractor shall coordinate his work with other contractors. He shall confine his operations, the placement and storage of equipment and materials, to limits directed by the Project Manager. The premises shall be kept free from accumulation of waste materials or rubbish caused by the work or his employees.

**ARTICLE 4** – ARBITRATION

4.1 CONTROVERSY OR CLAIM

4.1.1 Any controversy or claim arising out of or relating to this contract which cannot be resolved by mutual agreement shall be settled in accordance with the Construction Industry Arbitration Rules as offered by the United States Arbitration and Mediator or the American and/or Nevada Arbitration Association.

**ARTICLE 5** – NOT USED

**ARTICLE 6** – CONSTRUCTION BY OWNER

6.1 ACKNOWLEDGMENT

- 6.1.1 The Contractor acknowledges the right of the Owner to enter upon the premises and install furnishings, furniture, supplies, and equipment in any portions of the building which are ready to receive the same and occupy such portions if it is to the advantage of the Owner, provided that such use and occupancy does not reasonably interfere with the Contractor's work. Such occupancy does not imply final acceptance of the work; however, any damage to finished work within the occupied areas will be the responsibility of the Owner.

**ARTICLE 7** – NOT USED

**ARTICLE 8** – TIME – (refer to Special Conditions)

**ARTICLE 9** – PAYMENTS AND COMPLETIONS

9.1 PAY REQUESTS

- 9.1.1 The Contractor shall submit to the Owner an itemized payment request for approval. The Owner will process one request for payment each month for work completed during the preceding month.
- 9.1.2 List each authorized Change Order as an extension, listing Change Order number and dollar amount as for an original item of Work.
- 9.1.3 Final invoice shall include a copy of the approved final inspection report from CCSD's Inspections. Contractor shall also include all applicable lien releases as determined by the Owner.
- 9.1.4 The Contractor acknowledges that this project is a public works project and, under Nevada law, (NRS 339.025) the statutory provisions governing mechanic's liens do not apply to public works projects.

**ARTICLE 10** – PROTECTION OF PERSONNEL AND PROPERTY

10.1 COMPLIANCE TO SAFETY STANDARDS

- 10.1.1 Compliance shall be made with all applicable provisions of Federal, State and Municipal life safety standards and ordinances, to prevent accidents or injury to persons on, about, or adjacent to the premises where the Work is being performed. The Contractor shall continuously maintain adequate protection of all his work from damage and shall protect the Owner's property from injury or loss arising with this contract.

**ARTICLE 11** – INSURANCE AND BONDS

11.1 INSURANCE AND BONDS

- 11.1.1 The Contractor shall furnish satisfactory evidence of Workmen's Compensation Insurance, Project specific Liability Insurance, Project Specific Installation Floater Coverage for the Contract amount, and Project specific Auto Insurance necessary to provide adequate protection against damage claims which may arise from operations of this contract.
- 11.1.2 Payment and performance bonds shall be provided by the Contractor for all projects exceeding \$50,000.

**ARTICLE 12** – NOT USED

**ARTICLE 13** – NOT USED

**ARTICLE 14** – TERMINATION OF CONTRACT

14.1 TERMINATION BY THE CONTRACTOR

14.1.1 The Contractor may terminate the Contract if the Work is stopped for a period of 30 days through no act or fault of the Contractor or a Subcontractor for any of the following reasons:

14.1.1.1 Because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents.

14.1.1.2 Repeated suspensions, delays or interruptions by the Owner.

14.1.1.3 The Owner has failed to furnish to the Contractor promptly, upon the Contractor's request, reasonable evidence as stated under Termination by the Owner for Cause.

14.2 TERMINATION BY THE OWNER FOR CAUSE

14.2.1 The Owner may terminate the Contract if the Contractor:

14.2.1.1 Persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials.

14.2.1.2 Fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors.

14.2.1.3 Persistently disregards laws, ordinances, regulations, or orders of the Authority Having Jurisdiction.

14.2.1.4 Otherwise is guilty of substantial breach of a provision of the Contract Documents.

14.2.2 When any of the above reasons exist, the Owner, may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety, take possession of the site and of all materials, and finish the Work by whatever reasonable method the Owner may deem expedient.

14.3 SUSPENSION BY THE OWNER FOR CONVENIENCE

14.3.1 The Owner may, without cause, order the Contractor in writing to suspend, delay, interrupt the Work in whole or in part for such period of time as the Owner may determine.

14.3.2 An adjustment shall be made for payment on completed work, including profit. No adjustment shall be made to the extent that performance is, was or would have been so suspended, delayed or interrupted by another cause for which the Contractor is responsible.

14.4 CONFLICT OF INTEREST/NEPOTISM

14.4.1 The District may not enter into any contract, agreement, or consulting arrangement directly or indirectly with any employee or former employee for a period of one (1) year from the date of termination of employment other than as a member of a recognized bargaining unit or as a substitute employee, unless:

14.4.1.1 There is a full disclosure of the nature and extend of the employee or former employee's interest in the matter.

14.4.1.2 The contract, agreement, or arrangement is noticed and acted upon in an open session before the Clark County Board of School Trustees and approved by a majority of the Board of School Trustees.

- 14.4.2 This prohibition shall apply to the employee, former employee, and to any company, business, or enterprise in which the employee or former employee acts as an officer, director, or has a significant pecuniary interest.
- 14.4.3 Any contract or transaction prohibited by this regulation may be declared void at the insistence of the District.
- 14.4.4 This regulation shall be made a condition to all District Contracts.

END OF DOCUMENT

**DOCUMENT 00 73 00**  
**SPECIAL CONDITIONS**

1.1 DESCRIPTION AND LOCATION OF WORK

- A. The property upon which the Work is to be performed is located at:  
Unit Price Lighting Fixture Retrofit at various school and facility locations throughout the District as identified in Attachment A.  
CCSD Project MPID No.
- B. Description of Work: The retrofitting of lighting fixtures at multiple schools and facilities throughout the District with new lamps and ballasts as required for improved energy efficiency.

1.2 TIME FOR PERFORMANCE AND LIQUIDATED DAMAGES

- A. All Work shall be completed in 120 calendar days from the date of the Notice to Proceed.
- B. All time limits stated in the Contract Documents are the essence of the Contract.
- C. Contractor shall obtain a no cost inspection permit from the Clark County School District Building Department and submit a copy of executed permit. **Please call the Building Department prior to picking up permit.**
- CCSD Building Department  
4190 McLeod Drive  
Las Vegas, NV 89121  
Phone: (702) 799-7605  
Fax: (702) 799-7717
- D. Within five (5) working days of issuance of Notice of Award, the successful bidder shall:
- 1) Provide Performance and Payment Bonds in the amount of \$500,000 each.
  - 2) Provide copy of current Certificate of Workers' Compensation Insurance coverage.
  - 3) Provide (\$1,000,000.00) one million dollars comprehensive general and automobile liability for each policy and \$5,000,000.00 excess liability insurance certificate(s) naming the Clark County School District as additional insured. The comprehensive general liability insurance must cover medical expenses in an amount not less than \$10,000 per person, and automobile liability must cover any/all autos. Project ID number shall be indicated on Insurance Certificate(s).
  - 4) Provide copy of executed Inspection Permit.
  - 5) Provide Project Specific Installation Floater Coverage for the Contract amount.
- E. The Owner shall issue or authorize to be issued a Notice to Proceed. Work shall commence within seven (7) days after such Notice, and Time of Performance shall be calculated from date of issuance of such Notice if no specific date is included therein.
- F. Any extension or diminishing of the Time for Performance shall be by Change Order. Any time limit established by Change Order shall become the essence of the Contract.
- G. In the event the Contractor fails to complete the Work within the specified or adjusted Time for Performance, the Contractor does hereby agree to (1) pay the Owner \$30 per

facility per day as liquidated damages for each calendar day that the Contract for the Work extends beyond the Time for Performance, and (2) pay for costs the Owner may incur as a result of additional storage and handling of equipment non-deliverable because the Contractor failed to substantially complete the Work as specified.

- H. In the event the Contractor fails to complete or correct the Work listed on the comprehensive list of deficiencies within the specified or adjusted Time for Performance, the Contractor does hereby agree to (1) pay the Owner \$30 per facility as liquidated damages for each calendar day that the completion or correction of the Work extends beyond the 10 days for performance allowed from the date of Substantial Completion and (2) pay for any additional architectural and/or legal fees incurred by the Owner as a result of the delay.
- I. Liquidated damages may also be assessed at \$30 per facility per day for Contractor's failure to provide Owner all required submittals per Contract Documents within the specified time periods.
- J. Forty-eight (48) hours prior to start of project, Project Manager and the Building Department shall receive written notice from the Contractor of the project start date.

CCSD Building Department  
4190 McLeod Drive  
Las Vegas, NV 89121  
Phone: (702) 799-7605/7696  
Fax: (702) 799-7717

Project Manager: Isaac Moubarek  
3425 Cliff Shadows PKWY  
Las Vegas, NV 89129  
Phone: (702) 639-7540

### 1.3 COORDINATION REQUIREMENTS

- A. Contractor shall coordinate their activities with school administration and will arrange acceptable working hours for the work, which does not conflict with the normal operation of the school.
- B. Contractor shall protect all adjacent areas from damage during this work. All debris from this contract shall be removed, hauled away, and disposed of in a legal fashion. **Contractors shall not use the owner's trash dumpsters.** Daily clean-up is required.

### 1.4 CONTRACTOR'S RESPONSIBILITY FOR HIS PERSONNEL WHILE ON SITE

- A. Contractor shall identify his personnel with an I.D. badge and/or shirt indicating the Contractor's name and the name of the employee.
- B. Break Area: The principal shall identify one location for the Contractor to take lunch, and break. All CCSD campuses are a "Non-Smoking" area. All cigarette smoking will have to take place off of the main school campus.
- C. Restroom and elevators: The Contractor's forces shall have access to the site's existing restroom facilities and elevators for their use.
- D. Contractor is responsible for workers safety and security of his tools, materials, and equipment while on campus. Contractor shall maintain a safe work environment for worker(s), school staff, and students.
- E. Contractor shall supply and maintain his own storage unit for his tools, materials and equipment, to be sited by the Principal.
- F. Contractor shall ensure the energy conservation procedures are met. All doors are to be closed while air conditioning units are in operation, turning lights and equipment off for the weekends when nobody is working.

- G. Contractor is subject to videotaping by District's security systems any time they are performing work on CCSD property.

#### 1.5 SPECIFICATION LANGUAGE

- A. These specifications are written in imperative and streamlined form. This imperative language is directed to the Contractor, unless specifically noted otherwise. The words "shall be" shall be included by inference where a colon (:) is used within sentences or phrases.

#### 1.6 NOT IN CONTRACT

- A. Certain items of equipment listed or shown on the drawings are not to be included in the Contract and are marked "not in contract," "NIC." Such items shall be furnished by the Owner and installed under a separate contract or arrangement. Items supplied under this arrangement shall have proper required "rough-in" of utility services made as part of this Contract and of sizes and locations for future installation of items marked "NIC."
- B. Should a condition of the Contract require that the items marked "SUPPLIED BY OWNER" be properly and completely installed, the Contractor shall connect or install the items the same as if the items were to be furnished and installed by him under the Contract.

#### 1.7 PUBLIC WORKS PROJECT IDENTIFYING NUMBER: Not applicable.

#### 1.8 MANPOWER REPORT, MONETARY LIMIT AND LAWS AND REGULATIONS

- A. **Document 00 73 00B, Daily Manpower Report form shall be filled out daily and submitted weekly.**
- B. Per provisions of Nevada Revised Statutes Chapter 338.080, if the state contractors' board has established a monetary limit on the license of a contractor pursuant to NRS 624.220, the amount of any penalty imposed against the contractor will be pursuant to NRS 338.060.
- C. If the Contractors' board has not established a monetary limit on the license of a contractor or has removed a monetary limit established on his license, the amount of the penalty imposed against the contractor pursuant to NRS 338.60 shall be \$50.00 for each calendar day or portion thereof.
- D. Contractor shall give all notices and comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, the Owner shall not be responsible for monitoring Contractor's compliance in any Laws or Regulations.
- E. Contractor performs any Work knowing or having reason to know that it is contrary to Laws and Regulations, Contractor shall bear all claims, costs, losses, and damages (include but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such Work.

#### 1.9 COLLECTION AND PAYMENT OF SALES TAX

- A. Any Bidder that sells tangible personal property to any commercial business in the State of Nevada is required to possess a Nevada Sales Tax Permit and shall collect and pay the taxes as defined in NRS Chapters 372 and 374. Permit information can be obtained by contacting the Nevada State Department of Taxation at (702) 486-2300.

- B. Each contractor, subcontractor and other person who provides labor, equipment, materials, supplies or services for the public work are to comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxes on equipment, materials and supplies provided for public work defined in NRS Chapters 372 and 374.
- 1.10 STORM WATER POLLUTION PREVENTION PERMIT (SPPP) – NOT APPLICABLE
- 1.11 DESERT TORTOISE – NOT APPLICABLE
- 1.12 OFF–SITE IMPROVEMENT PAYMENTS – IF APPLICABLE
- A. Final payment for off–site improvements shall be made upon approval by the department or authority having jurisdiction over the off–site improvements.
- 1.13 UTILITY COMPANIES – IF APPLICABLE
- A. If proper execution of any part of the Contractors Work depends on the requirements shown on utility companies plans or Work performed by the utility companies (gas, electric, telephone, etc.) the Contractor shall, prior to the bid date, coordinate the extent of his Work with the utility companies and prepare his bid accordingly. The Contractor, prior to the bid date, shall promptly report to the Architect, any apparent discrepancies or defects and such other information and data that render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acceptance of the utility companies plans or Work as fit and proper to receive his Work. During the course of construction, the Contractor shall be responsible for coordinating and scheduling the Work of the utility companies.
- 1.14 PEST CONTROL – NOT APPLICABLE
- 1.15 IDENTIFICATION LABELS – IF APPLICABLE
- A. All manufacturers’ and/or installers’ identification labels must be approved by the Architect for size, color and location.
- 1.16 OFFSITE PERMITS – NOT APPLICABLE
- 1.17 SYSTEMS INSPECTIONS – IF APPLICABLE
- A. Prior to the start of construction activities, Contractor, in the presence of the Owner/Architect designated representative, shall test existing systems to verify proper operation. Any system found to be non–operational during the initial inspection shall be returned to service by the Owner before the Contractor begins work. Any system damaged during construction shall be returned to service by the Contractor. Contractor shall test systems monthly during the course of the Work to ensure continuing operation. Initial and monthly reports shall be submitted to the Project Manager. Systems include, but are not limited to, electrical power and outlets, lighting fixtures, water service, existing plumbing fixtures, and HVAC existing finished areas.
- 1.18 FIRE WATCH – IF APPLICABLE
- A. A fire watch must be maintained when school staff or students are present in the facility. A fire watch must be initiated when any part of the fire alarm system is disabled. When a fire watch is required, the following criteria apply: the Contractor must employ two people per elementary school, three people per middle school, and four people per high school, whose sole responsibility is to patrol the premises in search of fire or signs of fire. The people maintaining fire watch must have in their possession a phone or two–way radio to communicate with the local authorities. Qualification of Fire Watch Personnel are subject to review and approval of the fire authority.

1.20 UNDERGROUND UTILITY REPAIR – IF APPLICABLE

- A. All repairs must be coordinated and approved by the CCSD Maintenance Department responsible for that utility.

1.21 ASBESTOS

- A. If any suspect asbestos containing material (ACM) is discovered during demolition and/or renovation, the Clark County School District Environmental Services Department (799-0985), and the Site Manager shall be contacted immediately. No work that has the potential to disturb the suspect ACM shall proceed until the suspect material(s) and the area has been inspected by CCSD Safety Environmental Services. Upon inspection, CCSD Safety Environmental Services will provide direction.

1.22 FIRE DEPARTMENT NOTIFICATION

- A. If during construction the Fire Alarm and/or Sprinkler system on existing schools is out of service the local fire department(s) MUST be informed. The following jurisdictions contact #'s are as follows:

City of Las Vegas Fire Dept - 229-0291

Clark County Fire Dept- 455-7311

North Las Vegas Fire Dept-

During normal business hours (M-F 0700-1700): 633-1102

Outside of normal business hours: 229-0291

Henderson Fire- 267-2222 (Monday – Thursday 7:30 am.-5:30 pm.)

Notification of Replacement Modification or Repairs on Alarm/Sprinkler System

267-4900 or 267-4913 - Alarm/Sprinkler System is being tested or serviced

Boulder City Fire- 293-9228

Mesquite Fire-1-702-346-2690

- B. The following information will need to be available:

Name of School

Address

Major Cross Streets

Estimated dates the system will be out of service

Plan in place for protection of occupants i.e. fire watch personnel

Contact name and phone #

- C. Upon completion of the work and final sign off from the State Fire Marshal, the local fire dept will need to be contacted to inform them the system is functioning and reporting.

1.23 RED TAG PERMIT SYSTEM

- A. During construction in an existing CCSD building, if at any time the Fire Sprinkler system is placed out of service, the Contractor shall ensure that the FM Global “Red Tag Permit” notification process is followed in addition to all other request notifications. Instructions for the FM Global process to be followed can be found posted adjacent to the fire sprinkler riser.

1.24 EPA RENOVATION RULES

- A. Per EPA Renovation, Repair and Painting Program Rule – 40 CRF Part 745, effective April 22, 2010, Contractor shall use one of the properly licensed and EPA certified lead abatement contractors listed below to perform lead paint removal, including welding operations.

A&B Environmental	Mike Slough	795-2681
American Technologies, Inc.	Aaron Murray	568-0800
Central Environmental, Inc.	Dave Fujimoto	362-5470
LVI Environmental of NV	Bob Springs	220-4848
Walker Specialty Construction	Brett Unbedacht	243-6052

SPECIAL CONDITIONS – ATTACHEMENT A, FACILITIES INCLUDED

Antonello, Lee ES	Hewetson, Halle ES	Simmons, Eva G. ES
Beckley, Will ES	Hollingsworth ES	Smith, J. D. MS
Bilbray ES	Iverson, Mervin ES	Smith, Hal ES
Biltmore Cont. HS	Jeffrey Academic MS/HS	Snyder, William E. ES
Bracken, Walter ES	Keller, Duane D. MS	Stanford ES
Bridger, Jim MS	Kelly, Matt ES	Stewart, Helen J. SS
Brookman, Eileen B. ES	King, Martin L. ES	Sunrise Acres ES
Bruner ES	Las Vegas HS	Swainston MS
Cadwallader MS	Lied MS	Tate, Myrtle ES
Cahlan, Marion ES	Lincoln ES	Ullom, J. M. ES
Cambeiro, Arturo ES	Long, Walter V. ES	Valley HS
Canyon Springs HS	Lowman ES	
Carl ES	Lunt, Robert ES	Ward, Gene ES
Carson, Kit ES	Mackey, Jo ES	Watson, Fredric W. ES
Cecile Walnut SS	Martinez CDC SS	Wengert, Cyril ES
Cheyenne HS	Martinez, R. ES	Wilheim, Elizabeth ES
Cortez, Manuel J. ES	McCall, Quannah ES	Williams, Wendell ES
Cortney MS	Mendoza, John F. ES	Wolfe, Eva ES
Cox, Clyde C. ES	Miley Achievement SS	Adult English SF
Cozine, Steve ES		Adult ED. SF
Craig, Lois ES	Miller, Sandy S. ES	ASC 1 (Mojave) SF
Cram, Brian & Teri MS	Mojave HS	ASC SS (Valley) SF
Crestwood ES	Monaco, Mario C. MS	Food Service SF
Cunningham, C. ES	Moore, William K. ES	Curric. Prof. Dev. SF
Dearing, Laura ES	Morris Behavior MS/HS	RPDP SF
Desert Pines HS	Mountain View ES	Tate Trans. SF
Desert Rose Adult HS	Neal ES	Eldorado Events Ctr. Crisis
Earl, Ira J. ES	O'Callaghan, Mike MS	Eldorado Events Ctr. AIS SF
Edwards, Elbert ES	Orr, William E. MS	Purchasing SF
Elizondo, Raul P. ES	Paradise ES	Robertson Trans. SF
Ferron, William E. ES	Park, John S. ES	User Support SF
Findlay, Clifford MS	Petersen, Dean ES	Warehouse 1 SF
Fitzgerald, H. P. ES	Priest, Richard C. ES	Warehouse 2 SF
Goldfarb, Daniel ES	Rhodes ES	
Gragson, Oran K. ES	Robison, Dell H. MS	
Guy ES	Ronnow, C. C. ES	
Harney, Kathleen MS	Rundle, Richard ES	
Harris, George E. ES	Saville MS	
Heard, Lonnie G. ES	Sedway, Marvin M. MS	
Hechethorn ES	Sherkenback ES	

END OF SECTION



**SECTION 01 11 00  
SUMMARY OF WORK**

**PART 1      GENERAL**

**1.1      SECTION INCLUDES**

- A.      Project Description
- B.      Work by Owner
- C.      Contractor use of site and premises
- D.      Work sequence
- E.      Owner occupancy
- F.      Owner salvage rights

**1.2      PROJECT DESCRIPTION**

- A.      Project consists of: The retrofitting of lighting fixtures at multiple schools and facilities throughout the District with new super T8 lamps and ballasts for improved energy efficiency.
- B.      Contractor shall protect all adjacent areas from damage and restore to existing conditions all areas adjacent to the work. All debris from this contract shall be removed, hauled away and disposed of in a legal fashion. **Do Not Use CCSD Dumpsters.**

**1.3      WORK BY OWNER**

- A.      The Owner will perform all necessary asbestos abatement.

**1.4      OWNER SUPPLIED PRODUCTS**

- A.      Not Applicable

**1.5      CONTRACTOR USE OF SITE AND PREMISES**

- A.      Limit use of site to allow Owner occupancy, work by public utilities and use of existing facilities by the public. Construction operations shall be limited to areas noted on drawings.
- B.      Maintain Emergency exits from existing building during construction.
- C.      Maintain fire lanes and other access routes required by the Owner.
- D.      Utility Outages and Shutdown: Provide seven (7) day notice of scheduled shutdowns and immediate notification of unscheduled utility interruptions to site. Scheduled shutdowns will not be permitted during normal school hours between 7 a.m. to 4 p.m. when school is in session.
- E.      If any suspect asbestos containing material (ACM) is discovered during demolition and/or renovation, the Clark County School District Environmental Services

Department (799-0985), and the CCSD Project Manager shall be contacted immediately. No work that has the potential to disturb the suspect ACM shall proceed until the suspect material(s) and the area has been inspected by CCSD Environmental Services. Upon inspection, the CCSD Environmental Services will provide direction. Following this section as Attachment A is a sample notice, which should be posted prominently at the project site.

## **1.6 WORK SEQUENCE**

- A. Construct Work and accommodate Owner's occupancy requirements during the construction period, coordinate construction schedule and operations with Owner.
- B. Contractor shall take into account the various items of work and the time schedule in each phase when preparing and submitting shop drawings and other required submittals. The Contractor shall provide sufficient manpower and equipment during each phase to meet the various phase completion deadlines.
- C. Coordinate with the Owner's asbestos manager and the site manager for removal of furnishings and accomplishment of any pre-abatement demolition. Owner's asbestos crew will be allowed two calendar days to abate asbestos and two days to perform air clearance in each classroom where it occurs.
- D. Allow seven days to abate asbestos and two (2) days for air clearance testing in each area such as administration, library and multi-purpose buildings. Upon completion of the asbestos removal, CCSD Safety Environmental services will perform air clearance testing of the abated areas. The Contractor and the CCSD Project Manager will be notified immediately once the area has been cleared for re-occupancy.
- E. Phase the work as follows to allow for continued use of the facility. While allowing a suitable amount of time for submittals and procurement, modernization will proceed and be completed as outlined herein.
- F. Work in mechanical spaces, electrical rooms and other ancillary spaces to be accomplished in conjunction with work in adjacent of affected areas as scheduled by the Contractor and approved by the Owner.
- G. Punch list corrections will be completed before each area is to be returned to Owner occupancy.
- H. The remainder of the Work shall commence with the Notice to Proceed and shall be substantially completed by the Contract Completion Date.

## **1.7 OWNER OCCUPANCY**

- A. The Owner will occupy the existing buildings on the premises and will conduct public business during the entire period of construction.
- B. Cooperate with Owner to minimize conflict and to facilitate Owner's operations. Schedule the Work to accommodate this requirement.
- C. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces and to award separate contracts in connection with other portions of the Project or other construction or operations on the site.

## **1.8 OWNER SALVAGE RIGHTS**

- A. Unless otherwise directed by the Owner, during the execution of the Contract the Contractor shall be responsible for, and bear all costs for the removal and disposal of all equipment. The Owner retains salvage rights to mechanical equipment, HVAC system components, electrical system components and plumbing system components, which are appropriately marked for this purpose. It is the Owner's responsibility to identify all equipment accurately. All equipment/components/items, to be salvaged, will be identified prior to the pre-bid site walk. The Owner identified equipment will be removed by the Contractor and delivered to the Owner's Maintenance facility.

END OF SECTION

**SECTION 01 25 00  
PRODUCT SUBSTITUTIONS**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Contractor's selection of products
- B. Requests for substitution of products

**1.2 RELATED SECTIONS (IF APPLICABLE, REFER TO INDEX)**

- A. Document 00 21 13 – Instructions to Bidders
- B. Document 00 72 00 – AIA A201 Conformed General Conditions
- C. Section 01 33 00 – Submittals
- D. Section 01 33 23 – Shop Drawings, Product Data, and Samples
- E. Section 01 77 00 – Contract Closeout Procedures
- F. Section 01 78 23 – Operation and Maintenance Data
- G. Section 01 78 39 – Project Record Documents

**1.3 SELECTION OF PRODUCTS**

- A. Contractor(s) bid shall be based on the products, materials, or systems specified in the project manual to establish the standard of quality required and a uniform basis for evaluating the bids.
- B. For products specified by naming only one manufacturer, that manufacturer is to be included in the base bid.
- C. For products specified by naming more than one manufacturer, any of the listed manufacturers of that section may be used in the base bid.
- D. When product or manufacturer's names are not specifically specified, provide products, materials, or systems in strict accord with performance requirements and install such products in strict accordance with the material manufacturer's recommendations.
- E. "Or Equal"
  - 1. For any listing of products and manufacturers found in the specification, it is understood that the phrase "or equal" will apply to that listing except as otherwise noted.
  - 2. a). Any product submitted as an "or equal" must be submitted to the Owner prior to bid opening. Specific justification substantiating the "or equal" must be submitted to the Owner at least ten (10) days prior to bid date. An "or equal" submission will not be used as a basis for bid.  
b). "Or Equal" substitutions may be submitted up to 7 days after award of the Contract per NRS 338.140.

3. Where the phrase “or equal” or “or approved equal” occurs in the project manual, do not assume that the products, materials, or system will be approved as equal (even if approved for use on previous projects) until the item has been specifically so approved for this work by the Owner.
  4. Approval or rejection of a request for an “or equal” will be based on the Owner’s opinion, as concurred by the Owner, to the adaptability, durability, quality, aesthetics, and contract amount change, compared to the specified or noted items.
  5. The decision of the Owner shall be final.
- F. Subsequent request for Substitutions will be considered in case of product unavailability.
1. Submit a letter to this effect written by the manufacturer. If, in the opinion of the Owner, any product specified:
    - a. Cannot be delivered during the progress of the Work.
    - b. Will no longer be available during the progress of the Work, or
    - c. If the quality of the material, as specified, no longer meets the Specifications, the Owner shall specify a substitute. The material cost differential (credit or extra) “substitute,” will be reflected in a Change Order to the Contractor.
    - d. The contractor may submit request for subsequent substitutions no later than 50 days after the preconstruction conference.
  2. The request for a subsequent substitution constitutes a representation that the Contractor has investigated the proposed product and has determined that it is equal to or superior in all respects to the specified product. In addition the contractor:
    - a. Will provide same warranty for substitution as for specified product.
    - b. Will coordinate installation of accepted substitute, making such changes as may be required for Work to be complete in all respects.
    - c. Will certify that cost data presented is complete and includes all related costs under this Contract.
    - d. Waives claims for additional costs related to substitution, which may later become apparent.
  3. Approval, or rejection, of a request for a “Substitution” will be based on the Owner’s opinion to adaptability, durability, quality, aesthetics, and Contract Amount change, compared to the specified or noted items.
  4. For accepted products, submit shop drawings, product data, and samples under provisions of Sections 01 33 00 and 01 33 23.

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

Not Used

END OF SECTION

**SECTION 01 26 00  
CHANGE ORDER PROCEDURES**

**PART 1 GENERAL**

**1.1 SECTION INCLUDES**

- A. Procedures for processing Change Orders

**1.2 RELATED SECTIONS (IF APPLICABLE, REFER TO INDEX)**

- A. Document AIA A101 – Agreement Form
- B. Document 00 72 00 -AIA A201 – Conformed General Conditions
- C. Section 01 29 00 – Applications for Payment
- D. Section 01 32 16 – Progress Schedules

**1.3 SUBMITTALS**

- A. Contractor agrees to provide and requires all Subcontractors to submit labor and labor burden cost information as outlined in the Labor Burden form following this section. This form can be accessed on the web at [www.facilities.ccsd.net](http://www.facilities.ccsd.net).
- B. Submit name of the individual authorized to accept changes, and to be responsible for informing others in Contractor's employ of changes in the Work. Refer to Document 00 21 13, Instructions to Bidders, subparagraph 7.4.
- C. DOCUMENTATION OF CHANGE IN CONTRACT SUM AND CONTRACT TIME
- D. Maintain detailed records of Work done on a time and material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs of changes in the Work.
- E. Document each quotation for a change in cost or time with sufficient data to allow evaluation of the quotation.
- F. On request, provide additional data to support computations:
  - 1. Quantities of products, labor, and equipment.
  - 2. Taxes.
  - 3. Overhead and profit.
  - 4. Justification for any change in Contract Time according to CPM schedule.
  - 5. Credit for deletions from Contract, similarly documented.
- G. Support each claim for additional costs, and for Work done on a time and material basis, with additional information.
  - 1. Origin and date of claim.
  - 2. Dates and times Work was performed, and by whom.
  - 3. Time records and wage rates paid.
  - 4. Invoices and receipts for products, equipment, and subcontracts, similarly documented.
  - 5. Any RFI, NOC, RFP, COR, or COA which effected claim
    - a. RFI – Request For Information
    - b. NOC – Notice Of Clarification

- c. RFP – Request For Proposal
- d. COR – Change Order Request
- e. Change Order Authorization

The issuance of a Change Order Authorization (COA) document shall be the Owner's mechanism of approving responses to RFP's and approving COR's. A signed COA by the CCSD Construction Management Coordinator is authorization to proceed with the Work described in the COA, for the money and/or time stated. COAs will then be included in the next regularly scheduled Change Order.

#### **1.4 PRELIMINARY PROCEDURES**

- A. Owner may submit a proposal request which includes: detailed description of change with supplementary or revised drawings and specifications, the projected time for executing the change with a stipulation of any overtime work required, and the period of time during which the requested price will be considered valid.
- B. Contractor may initiate a change by submittal of a request to the Owner describing the proposed change with a statement of the reason for the change, and the effect on Contract Sum and Contract Time with full documentation.
- C. Transmit each Request For Information (RFI) on a separate RFI Form. Sample follows this section.

#### **1.5 WORK DIRECTIVE CHANGE**

- A. Owner may issue a directive instructing Contractor to proceed with a change in the Work, for subsequent inclusion in a Change Order.
- B. Directive will describe changes in the Work, and will designate method of determining any change in Contract Sum or Contract Time.
- C. Promptly execute the change in Work.

#### **1.6 LUMP SUM CHANGE ORDER**

- A. Will be based on proposal request and agreed upon Contractor's lump sum quotation.

#### **1.7 TIME AND MATERIAL CHANGE ORDER**

- A. Submit itemized account and supporting data after completion of change, within time limits in Conditions of the Contract.
- B. Owner will determine the change allowable in Contract Sum and Contract Time as provided in Conditions of the Contract.

#### **1.8 EXECUTION OF CHANGE ORDERS**

- A. Owner will issue Change Orders for signatures of parties as provided in Conditions of the Contract.

#### **1.9 CORRELATION OF CONTRACTOR SUBMITTALS**

- A. Promptly revise Schedule of Values and Application for Payment forms to record each authorized Change Order as a separate line item and adjust the Contract Sum as shown on Change Order.

- B. Promptly revise CPM Schedules to reflect any change in Contract Time, revise sub schedules to adjust times for other items of Work affected by the change, and resubmit.
- C. Promptly enter changes in Project Record Documents.

**1.10 OVERHEAD AND PROFIT FEES APPLICABLE FOR CHANGES IN THE WORK**

- A. Refer to Article 7 of the AIA201 General Conditions.
  - 1. The cost of the Work is defined as the cost of labor and materials only.
    - a) for work performed by the Contractor's own forces – 10% of the cost of the Work up to \$10,000 dollars.
    - b) for Work performed by the Contractor's own forces – 5% of the cost of the Work over \$10,000 dollars.
    - c) for Work performed by the Subcontractor or sub subcontractor, the Contractor is allowed 5% of the cost of the Work performed.
    - d) for Work performed by the subcontractor or sub subcontractor's own forces, the subcontractor is allowed 10% of the cost of the Work up to \$10,000 dollars.
    - e) for Work performed by the subcontractor or sub subcontractor is allowed 5% of the cost of the work over \$10,000.
    - f) The overhead and profit allowed above shall include the cost of all bonds and insurance.

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

Not Used

END OF SECTION





**SECTION 01 29 00**  
**APPLICATIONS FOR PAYMENT**

**PART 1      GENERAL**

**1.1      SECTION INCLUDES**

- A.      Procedures for preparation and submittal of Applications for Payment.

**1.2      RELATED SECTIONS (IF APPLICABLE, REFER TO INDEX)**

- A.      Administration Forms – 00 50 00 – AIA A101 – Standard Form of Agreement Between Owner and Contractor: Contract Sum amounts of Progress Payments and Retainages and time schedule for submittals.
- B.      Administration Forms – 00 50 00 – AIA A201 – Conformed General Conditions of the Contract for Construction: Progress Payments and Final Payment.
- C.      Document AIA A201 – Conformed General Conditions
- D.      Section 01 29 73 – Schedule of Values
- E.      Section 01 26 00 – Change Order Procedures
- F.      Section 01 33 00 – Submittals
- G.      Section 01 74 13 – Construction Cleaning
- H.      Section 01 77 00 – Contract Closeout Procedures: Final Payment
- I.      Section 01 78 39 – Project Record Documents

**1.3      FORMAT**

- A.      AIA G702 – Application and Certificate for Payment, including continuation sheets AIA Form G703, examples are available for review at the Owner’s office. Contractor shall submit Application and Certificate for Payment on original AIA document.

**1.4      PREPARATION OF APPLICATIONS**

- A.      Present required information in typewritten form.
- B.      Make reference to Capital Fund Expenditure Authorization Number (SF#), and CCSD Project MPID No.
- C.      Execute certification by signature of authorized representative.
- D.      Provide detail data from Owner approved Schedule of Values. Provide dollar value in each column for each line item for portion of work performed.
- E.      List each authorized Change Order as an extension on continuation sheet, listing Change Order number and dollar amount as for an original item of Work.
- F.      Prepare Application for Final Payment as specified in Section 01 77 00.

## **1.5 SUBMITTAL PROCEDURES**

- A. Submit to the owner three (3) copies of each Application for Payment with original wet signature on each copy.
- B. Submit an updated Construction Progress Schedule with each Application for Payment.
- C. Payment Period: Submit at intervals stipulated in the agreement.
- D. Submit under transmittal.
- E. Submit executed Sworn Statement form with each Application for Payment, a copy of form included in Project Manual as Document 00 50 00B.
- F. Applications for Payment from Contractor shall be neatly typed, with no erasures, strike-outs, white-outs, or handwritten entries.

## **1.6 SUBSTANTIATING DATA**

- A. When the Owner requires substantiating information, submit data justifying dollar amounts in question.
- B. Provide one (1) copy of data with cover letter for each copy of submittal. Show application number and date, and line item by number and description.

## **1.7 QUALITY ASSURANCE**

- A. Verify that as-built drawings are up to date.
- B. Verify that Project has been maintained in a clean condition.

## **PART 2 PRODUCTS**

Not Used

## **PART 3 EXECUTION**

Not Used

END OF DOCUMENT

**SECTION 01 31 13  
COORDINATION**

**PART 1      GENERAL**

**1.1      SECTION INCLUDES**

- A.      Coordination of Work

**1.2      RELATED SECTIONS (IF APPLICABLE, REFER TO INDEX)**

- A.      Document 00 72 00 - AIA A201 – General Conditions
- B.      Section 01 11 00 – Summary of Work
- C.      Section 01 73 29 – Cutting and Patching
- D.      Section 01 33 00 – Submittals
- E.      Section 01 32 16 – Progress Schedules
- F.      Section 01 33 23 – Shop Drawings, Product Data, and Samples
- G.      Section 01 40 00 – Quality Control
- H.      Section 01 66 00 – Material and Equipment
- I.      Section 01 25 00 – Product Substitutions
- J.      Section 01 77 00 – Contract Closeout Procedures

**1.3      DESCRIPTION**

- A.      Coordinate scheduling, submittals, and Work of the various sections of specifications to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items to be installed later.
- B.      Coordinate with Owner on Work to be furnished and installed by Owner.

**1.4      MEETINGS**

- A.      Hold coordination meetings and pre-installation conferences with personnel and subcontractors to assure coordination of Work.

**1.5      COORDINATION OF SUBMITTALS**

- A.      Schedule and coordinate submittals specified in Sections 01 33 00 and 01 33 23A.
- B.      Coordinate Work of various sections having interdependent responsibilities for installing, connecting to, and placing in service, such equipment.

**1.6 COORDINATION OF SPACE**

- A. Coordinate use of project space and sequence of installation of electrical Work.

**1.7 COORDINATION OF CONTRACT CLOSEOUT**

- A. Coordinate completion and cleanup of Work of separate sections in preparation for Substantial Completion.
- B. After Owner occupancy of premises, coordinate access to site by various sections for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
- C. Assemble and coordinate closeout submittals specified in Section 01 77 00.

**PART 2 PRODUCTS**

Not Used

**PART 3 EXECUTION**

Not Used

END OF SECTION

## **SECTION 01 33 00 SUBMITTALS**

### **PART 1 GENERAL**

#### **1.1 SECTION INCLUDES**

- A. Procedures
- B. Construction Progress Schedules
- C. Manufacturers' Instructions

#### **1.2 RELATED SECTIONS (IF APPLICABLE, REFER TO INDEX)**

- A. Document 00 21 13 – Instructions to Bidders
- B. Document AIA A201 – Conformed General Conditions
- C. Document 00 73 00 – Special Conditions
- D. Section 01 32 16 – Progress Schedules
- E. Section 01 33 23 – Shop Drawings, Product Data, and Samples
- F. Section 01 25 00 – Product Substitutions
- G. Section 01 78 43 – Spare Parts and Maintenance Material
- H. Divisions 2 through 33

#### **1.3 PROCEDURES**

- A. Deliver submittals to the Project Manager at address listed in the Project Manual.
- B. Transmit each item with a separate Submittal Routing Form and a Submittal Review Comments Sheet. Samples follow this section. Identify project, contractor, subcontractor, major supplier; identify pertinent drawing sheet and detail number, specification section number, and individual product or other descriptive data as appropriate. Identify deviations from Contract Documents.
- C. Coordinate submittals of related items.
- D. Reviewed submittals will be returned to the Contractor by transmittal for mailing or pickup at Owner's office.
- E. All technical product submittals shall be to the Owner as specified in Section 01 33 23, Subparagraph 1.7.

#### **1.4 EXPANDED SUBCONTRACTORS AND MATERIAL SUPPLIERS LISTING**

- A. Submit the expanded list of subcontractors and material suppliers on Document 00 43 36B-Expanded Subcontractors Listing within 24 hours after bid opening. List on this document all subcontractors and material suppliers.

## **1.5 MANUFACTURERS' INSTRUCTIONS**

- A. When required in individual specification section, submit manufacturers' printed instructions for delivery, storage, assembly, installation start-up, adjusting, and finishing, in quantities specified for product data, in Section 01 33 23.
- B. When required in individual specification sections, any software and/or hardware unique to components, equipment or systems supplied under this Contract required to setup, operate, maintain, calibrate, trouble shoot or repair such components and equipment or systems shall be provided by the Contractor/Manufacturer/Vendor. In consideration of the propriety nature of such disclosure, Contractor and Owner shall cause to be executed a Confidential Disclosure Agreement between the originator and the Clark County School District (See Attachment A).

## **1.6 HAZARDOUS MATERIALS**

- A. All Contractors and Subcontractors bringing hazardous materials to an Owner's facility must submit a Material Safety Data Sheet (MSDS) along with the Submittal Routing Form. Submit a MSDS for each hazardous material prior to use. Include information pertaining to the hazardous material with the MSDS.

END OF SECTION



**SECTION 01 35 26**  
**SAFETY AND ENVIRONMENTAL REQUIREMENTS**

**PART 1 GENERAL**

**1.1 SUBMITTALS**

- A. The Contractor shall submit, within thirty (30) days following Notice to Proceed, a work-site-specific safety program that includes the following:
  - 1. A site-specific Injury and Illness Prevention Program (IIPP) covering all work and Contractor and subcontractor employees at the site.
  - 2. The name of the Contractor's on-site safety representative.
  - 3. A written Emergency Action and Fire Protection Plan covering all work and Contractor and subcontractor employees at the site.
- B. In addition to the reports that the Contractor is required to file under the provisions of Nevada State Industrial Insurance System, the Contractor shall file a report with the Owner on or before the 10th calendar day of each month giving:
  - 1. The total force employed on the Contract in work days during the previous calendar month.
  - 2. The number and character of all accidents resulting in loss of time, medical treatment and first aid treatment.
  - 3. Any other information or classification of employee injuries received on the work and disabilities resulting there from that may be required by the Owner.

**1.2 LAWS, ORDINANCES, AND REGULATIONS**

- A. The Contractor shall comply with the Construction Safety Orders and other applicable safety orders described within the Regulations for the Nevada Occupational Safety and Health Enforcement Program and the Nevada Occupational Safety and Health Act, and such other rules, regulations, and laws applicable during the progress of the work.
- B. The Contractor shall have copies of the following at the work site. The required information shall be made available to the Owner for review upon request:
  - 1. A copy of the Nevada Occupational Safety and Health Act, and Regulations for the Nevada Occupational Safety and Health Enforcement Program.
  - 2. Material Safety Data Sheets for all chemicals or potentially hazardous materials being used or stored at the site.
  - 3. Permits as required for the work.

**1.3 SAFETY AND HEALTH**

- A. The Contractor shall have and implement a written site-specific IIPP and Code of Safe Work Practices covering site work to be performed under the Contract. The IIPP shall be in compliance with the specific requirements of the Nevada Occupational Safety and Health Act and Regulations for the Nevada Occupational Safety and Health Enforcement Program.
- B. All persons shall be required to wear hard hats and suitable hard soled work shoes in good repair (safety style steel or fiberglass toe shoes are recommended) while at the work site. Sandals, athletic shoes, and other soft footwear may not be worn on the work site.

- C. The Contractor’s Emergency Action and Fire Protection Plan shall be in compliance with the specific requirements of 29 CFR Part 1926, § 1926.35.
- D. The Contractor shall publish an alcohol and drug–free work site policy statement notifying all employees that the unlawful manufacture, distribution, dispensing, possession, or use of alcohol or a controlled substance is prohibited at the work site and specifying the actions that will be taken against employees for violation of such prohibition. Additionally, the Contractor shall publish a “no smoking on the construction site” policy statement notifying all employees that smoking will not be allowed on the construction site.
  - 1. The Contractor shall report to the Owner any violations of the substance abuse program and the disposition of the violation within 24 hours of Contractor becoming aware of the violation.
- E. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.
- F. The Contractor shall continually monitor and audit its compliance and adherence with its safety program.
- G. The Contractor shall make every effort to ensure the safety of all inspectors and other employees, consultants, and agents of Clark County School District personnel. The Contractor shall not permit inspectors, employees, consultants, and agents to enter any unsafe place for the purpose of making inspections, except where an inspection is required to determine if previously detected unsafe conditions have been corrected. Where work is required to be inspected by the Owner and the inspection is not performed due to the existence of an unsafe condition, such work is subject to rejection, or the work may be suspended in accordance with Document AIA A201, Conditions of the contract.
- H. When sufficient time is available, the Contractor shall notify the Owner in advance of safety inspections by Nevada or Federal/OSHA, the fire department, or other governmental agencies. The Owner may attend safety inspections when notice is given sufficiently in advance for the Owner to be present. When the Owner is not present during a safety inspection, the Contractor shall immediately report to the Owner that an inspection has taken place, and describe any violations, or citations, and the Contractor’s abatement actions or salient events arising from the inspection.
- I. Whenever deficiencies are noted that have not previously been addressed by the Contractor, the Owner will give the Contractor written notice to correct the deficiency. Noted deficiencies shall be corrected immediately upon observation or notification. Where deficiencies cannot be corrected immediately, the Contractor shall develop a corrective action plan outlining the steps to be taken and when each step will be completed. The next working day following the Contractor’s receipt of the notice, the Contractor shall provide the Owner with a written statement either describing the corrective action taken or corrective action plan developed.

#### **1.4 CONTRACTOR'S SAFETY REPRESENTATIVE**

- A. The Contractor’s designated safety representative shall be on–site when any work is in progress.

- B. The Contractor's safety representative shall have the authority to correct unsafe conditions and unsafe practices, and shall be responsible for directing the required safety programs. The safety representative shall have the authority to suspend work until safe conditions or practices are corrected.
- C. The Contractor's safety representative shall be charged with the responsibility of daily on-site safety coordination and inspections and shall record the results of the inspections on a weekly report. The weekly report shall be submitted to the Owner not later than the first working day following the work week covered by the report.

## **1.5 SAFETY TRAINING**

- A. The Contractor shall conduct a meeting with its employees and subcontractor employees on general safe work practices or on a topic from the Contractor's Code of Safe Work Practices weekly. The meetings shall be scheduled on the same day of the week and at a fixed time. A record of the session including who was in attendance and subjects discussed shall be prepared and made available for review by the Owner.

## **1.6 EMERGENCY PROCEDURES**

- A. The Contractor shall designate responsible personnel to make emergency calls. Should an emergency occur, the Contractor shall:
  - 1. Immediately secure the area and implement the Contractor's emergency action plan.
  - 2. Notify the Owner or his representative.
  - 3. Provide information regarding the emergency to the appropriate authorities and authorized Owner representatives only. Questions from others including the press and media shall be referred to the Owner.
- B. Emergency procedures shall ensure that the Contractor's most senior supervisor present takes charge and directs the handling of the emergency.
- C. The Contractor shall immediately notify the Owner of the existence of hazardous conditions. However, it shall be the Contractor's responsibility to take necessary precautions against injury to persons or damage to property from such hazardous conditions until corrected by the responsible party.

END OF SECTION



**SECTION 01 43 26B  
CLARK COUNTY SCHOOL DISTRICT  
INSPECTION PERMIT**

This form is intended to be used for the construction of all types of structures, as well as for additions, alterations and relocations. All construction of work for which this permit is issued shall be subject to inspection and all such construction or work shall remain accessible and exposed for inspection purposes until approved.

Work requiring this permit shall not be commenced until the contractor or his agent has obtained the authorization of the Inspection Services Section. At the time of authorization an inspector will be assigned.

This form shall be maintained and available by the permit holder until final approval, at which time the assigned inspector will sign and date the appropriate line and return the form to the Inspection Services for verification of final inspection. If this is not processed, final payment may be held up.

Requests for inspections, allowing four (4) working days, can be made by calling 799-7605/7696 prior to 7:00 a.m. Monday through Friday.

Project \_\_\_\_\_ Facility \_\_\_\_\_

Contractor \_\_\_\_\_ SF# \_\_\_\_\_

MPID# \_\_\_\_\_

Approximate Date Work to Begin \_\_\_\_\_

Assigned Inspector \_\_\_\_\_

Coordinator, Inspection Services \_\_\_\_\_ Date \_\_\_\_\_

---

Final Approval \_\_\_\_\_

Inspector \_\_\_\_\_ Date \_\_\_\_\_

END OF SECTION

**SECTION 01 77 00**  
**CONTRACT CLOSEOUT PROCEDURES**

**PART 1        GENERAL**

**1.1        SECTION INCLUDES**

- A.        Administrative provisions for Substantial Completion and for final acceptance

**1.2        RELATED SECTIONS (IF APPLICABLE, REFER TO INDEX)**

- A.        Document 00 72 00 – Conformed General Conditions: Fiscal provisions, and additional administrative requirements
- B.        Section 01 11 00 – Summary of Work
- C.        Section 01 40 00 – Quality Control
- D.        Section 01 43 26 – Testing Laboratory/Agency Services
- E.        Section 00 65 39 – Non-Utilization of Asbestos Material
- F.        Section 01 74 23 – Final Cleaning
- G.        Section 01 78 39 – Project Record Documents
- H.        Section 01 78 23– Operation and Maintenance Data
- I.        Section 01 78 43 – Spare Parts and Maintenance Materials

**1.3        SUBSTANTIAL COMPLETION**

- A.        When Contractor considers Work or designated portion of Work is nearly or substantially complete, he shall submit written notice and request a courtesy inspection by the Owner.
  - 1.        Courtesy Inspection: Owner will walk through the project with the Contractor selecting various rooms or portions of the project at random, pointing out typical deficiencies and describing quality and level of work which will be required at the time of substantial completion inspection.
  - 2.        Substantial Completion Inspection: upon written notice, Owner will inspect the project with the Contractor. Deficiencies will be noted and a comprehensive list of items to be completed or corrected, shall be prepared by the Contractor and submitted to the Owner for consideration and for attachment to the Certificate of Substantial Completion.
  - 3.        During the inspection, should the list become too extensive in the judgment of the Owner to constitute Substantial Completion, the inspection may be terminated and the Contractor notified in writing.
  - 4.        Should the Owner find the Work is substantially complete, after receiving the list, he will prepare a Certificate of Substantial Completion in accordance with provisions of the General Conditions of the Contract Documents (Refer to section 9.8 of the

AIA, A201). The list of deficiencies shall be attached to the Certificate of Substantial Completion.

- B. Should the Owner's inspection find Work that is not substantially complete, he will promptly notify Contractor in writing, listing observed deficiencies.
- C. Contractor shall remedy deficiencies and send a second written notice of substantial completion.
- D. When the Owner finds the Work is substantially complete he will prepare a Certificate of Substantial Completion in accordance with provisions of Contract Documents.
- E. Submit certificates of Contractor and Subcontractors, certifying that products furnished and installed do not contain asbestos per Section 00 65 39.

#### **1.4 FINAL COMPLETION**

- A. When Contractor considers Work is complete, submit written certification:
  - 1. Contract Documents have been reviewed.
  - 2. Work has been inspected for compliance with Contract Documents.
  - 3. Work has been completed in accordance with Contract documents, and deficiencies listed with Certificate of Substantial Completion have been corrected.
  - 4. Equipment and systems have been tested, adjusted, and balanced, and are fully operational.
  - 5. Operation of systems has been demonstrated to Owner's personnel.
  - 6. Work is complete and ready for final inspection.
- B. Should the Owner's inspection find Work incomplete, he will promptly notify Contractor in writing listing observed deficiencies.
- C. Contractor shall remedy deficiencies and send a second certification of final completion.
- D. When the Owner finds work is complete, he will consider closeout submittals.

#### **1.5 REINSPECTION FEES**

- A. Should status of completion of Work require re-inspection by the Owner due to failure of Work to comply with Contractor's claims on initial inspection, Owner will deduct the amount of Owner compensation for re-inspection services from final payment to Contractor.

#### **1.6 CLOSEOUT SUBMITTALS**

- A. Evidence of Compliance with Requirements of governing authorities, governing entities, and governing utility companies:
  - 1. Final Inspection Certificate
  - 2. Letter of Acceptance from the school administrator.
  - 3. Record Submittals and As Builts.
  - 4. Completion of Final Inspection Punch list items.
- B. Project record documents: under provisions of Section 01 78 39.
- C. Operation and Maintenance Data: under provisions of Section 01 78 23.

- D. Warranties and Bonds.
- E. Spare Parts and Maintenance Materials: under provisions of Section 01 78 43.
- F. Keys and Keying Schedule: under provisions of Section 08 06 70 – Hardware Schedule
- G. Evidence of Payment and Release of Liens: AIA G706A affidavit including releases from Contractor, Subcontractors, and Material Suppliers.
- H. Consent of Surety to Final Payment.
- I. Certificates of Insurance for Products and Completed Operations.

## **1.7 STATEMENT OF ADJUSTMENT OF ACCOUNTS**

- A. Submit final statement reflecting adjustments to Contract Sum indicating:
  - 1. Original Contract Sum.
  - 2. Previous change orders.
  - 3. Changes under unit prices.
  - 4. Deductions for uncorrected work.
  - 5. Deductions for liquidated damages.
  - 6. Deductions for re-inspection fees.
  - 7. Other adjustments to Contract Sum.
  - 8. Total Contract Sum as adjusted.
  - 9. Previous payments.
  - 10. Sum remaining due.
- B. Owner will issue a final Change Order reflecting approved adjustments to Contract Sum not previously made by change orders.

## **1.8 APPLICATION FOR FINAL PAYMENT**

- A. Submit application for final payment in accordance with provisions of the Contract Documents.
- B. Final payment will be made to the Contractor after all listed deficiencies have been corrected, all closeout submittals have been received, all certification(s) and/or authorization(s) from the Nevada State Labor Commission, and the Employers Insurance Company of Nevada (worker's compensation insurance) have been received and approved by the Owner.

END OF SECTION

**SECTION 02 81 00**  
**TRANSPORTATION AND DISPOSAL OF MISCELLANEOUS HAZARDOUS MATERIALS**

**PART 1        GENERAL**

**1.1        SUMMARY**

- A. Section Includes:
  - 1. Removal and disposal of non-asbestos containing hazardous materials, including, but not limited to:
    - a. Removal of fluorescent light ballasts containing polychlorinated biphenyls (PCBs) and associated wiring.
    - b. Removal of fluorescent light tubes.
    - c. Disposal of lead based paint (LBP) debris.
    - d. Disposal of thermostats containing mercury ampules.
- B. Related Sections:
  - 1. Section 01 35 16 - Alteration Project Procedures.
  - 2. Section 01 74 13 - Construction Cleaning
  - 3. Section 02 41 13 - Selective/Minor Demolition.
  - 4. Division 2 – 02 82 13 - Asbestos Abatement
  - 5. Division 26 - Electrical Work.
- C. All information and instructions specified in this section may be found in the Owner's hazardous materials management program.
  - 1. This section refers to removal of light ballasts containing PCBs; fluorescent light tubes, lead based paint debris, and thermostats containing 3mercury ampules. Notify Owner immediately if other non-asbestos hazardous materials are encountered.

**1.2        QUALITY ASSURANCE**

- A. Regulatory Requirements:
  - 1. Comply with applicable federal, state, and local codes for hazardous materials removal including but not limited to:
    - a. 40 CFR Part 761 - Polychlorinated Biphenyls;
    - b. 49 CFR Department of Transportation regulations related to transport, licensing, packaging of hazardous materials and waste;
    - c. 40 CFR Parts 260, 261 and 273 - Hazardous materials, hazardous waste and universal waste regulations;
    - d. State of Nevada regulations for transport, handling, disposal and recycling of hazardous materials and hazardous waste.
- B. Certification: The contractor shall certify that all hazardous materials were handled in accordance with this section. See paragraph 3.5.
- C. Sampling
  - 1. CCSD Safety & Environmental Services (SES) personnel will be present at all sampling events to obtain split samples for laboratory quality assurance.
  - 2. Notify SES at least 48 hours prior to any sampling event.

**1.3        PROJECT CONDITIONS**

- A. Handle PCB-containing fluorescent light ballasts as PCB solid waste in accordance with the requirements of this section.
  - 1. Fluid-filled ballasts which do not have a label designation of "Non-PCB" or "Contains No PCBs" shall be handled as PCB solid waste in accordance with this section.
  - 2. Accompany each shipment with a Bill of Lading or manifest. Transporter shall have a valid driver's license.
  - 3. Provide copies of the Bills of Lading or manifests to the Owner's Hazardous Materials Section.
  - 4. Non-PCB ballasts may be disposed as construction waste.
- B. Handle fluorescent light tubes in accordance with the requirements of this section.
- C. At least one (1) specified disposal drum, packing material and sufficient fluorescent tube containers shall be on site prior to removal of any existing light fixtures.

- D. Dispose of lead based paint debris as determined by laboratory analytical results.
  - 1. Analytical shall be done by EPA method 1311 for TCLP.
  - 2. Material with TCLP results greater than 5mg/L shall be disposed of as hazardous waste.
  - 3. Material with TCLP results less than 5 mg/L may be disposed of as regular solid waste in a MSWLF or non-hazardous solid waste landfill (e.g., C & D landfill).
- E. Handle thermostats containing mercury ampules as Universal Waste in accordance with this section.

#### 1.4 SUBMITTALS

- A. Schedule: Submit sequence of operations showing light fixture removal and estimated quantity of fluorescent tubes and PCB ballasts for each area for review prior to start of work.
- B. Name(s) and license(s) for transporter(s).
- C. Documents, forms and certification specified in this section.
- D. Name and statement of qualifications of laboratory used for TCLP analysis (lead based paint debris disposal only).
- E. Disposal facility (lead based paint debris only).

### PART 2 PRODUCTS

- A. PCB Ballast Packaging
  - 1. DOT-approved 1A2 open head steel drums.
    - a. Contractor to provide new or reconditioned drums (reconditioned per 49 CFR 173). Drums shall be in good condition; i.e., no paint or visible rust on the exterior or interior of the drum, no dents, leaks or breaches.
    - b. Rings and closing bolts shall be the proper size for the lid and drum. Lids shall NOT be taped shut.
    - c. Owner reserves the right to reject any drums not conforming to Part 2 PRODUCTS, A.1.a and A.1.b.
  - 2. Packing material shall be clay-type and non-combustible. Vermiculite is NOT acceptable.
  - 3. UltraSorb 248, SurePak or equal are acceptable.
- B. Fluorescent Tube Packaging
  - 1. Fiberboard or cardboard drums and boxes for 2 ft., 4 ft., or 8 ft. tubes.
- C. Thermostats containing mercury ampules.
  - 1. DOT-approved 1H2 open head poly drums.
    - a. Contractor to provide new or reconditioned drums (reconditioned per 49 CFR 173). Drums shall be in good condition; i.e., no paint or visible rust on the exterior or interior of the drum, no dents, leaks or breaches.
    - b. Rings and closing bolts shall be the proper size for the lid and drum. Lids shall NOT be taped shut.
    - c. Owner reserves the right to reject any drums not conforming to Part 2 PRODUCTS, A.1.a and A.1.b.
  - 2. DOT-approved 4G fiberboard box.
- D. Labels
  - 1. Provide and complete labels for all containers. See examples of labels paragraph 3.6.

### PART 3 EXECUTION

#### 3.1 PCB BALLAST REMOVAL

- A. Remove ballasts from fixture, cutting wires as close to ballast as possible. Wire to remain with the fixture which shall be disposed of as specified. Segregate PCB ballasts from non-PCB ballasts. Package PCB ballasts and packing immediately upon removal from fixtures.
- B. Place PCB ballasts in drums. Place minimum base of 2 inches of packing material at the bottom of the drum prior to placing ballasts in drum. Place a layer of ballasts on packing material and cover with minimum 2 inches of packing material. Load drums to maximum 75 percent (3/4 full) capacity with ballasts. (Exhibit G)

- C. Continue to add packaging material until the drum is at least 90 percent full.
- D. Properly label drums. Write information on labels in water resistant black marker; ink pen is not acceptable. Refer to paragraph 3.6.
  - a. The two (2) PCB drum Labels; Exhibit E “Caution Contains PCB’s (40 CFR 761) and Exhibit F - Dept. Of Transportation (DOT) “Hazard Class 9” shall all be placed on the SIDE of each drum. Note: Do not place any labels on the top of drum(s).
- E. Containers shall be stored in a secure location until shipped offsite.
- F. Fixtures (removed from structure) containing ballasts and fluorescent tubes shall not be allowed to accumulate on-site in excess of forty-eight (48) hours prior to removal of ballasts and tubes.

### 3.2 FLUORESCENT TUBE PACKAGING

- A. Remove tubes from fixtures. Fixtures to be disposed of as specified.
- B. Segregate tubes by size; i.e., 2 ft., 4 ft., or 8 ft. for packaging.
- C. Place tubes in appropriate fiberboard containers for shipment. Exercise care when placing tubes in containers to avoid breakage. Do not stack containers. Seal containers with tape to prevent opening. Do not use masking tape to seal containers. (Exhibit I)
- D. Mark containers. Write information on containers in water resistant black marker; ink pen is not acceptable. Mark each container with the following information: name of the facility; project number; amount and size of tubes; and date filled. For example:
 

Blue Diamond E.S. Project No. 0751  
196 4-ft. fluorescent light tubes  
July 12, 1996.
- E. Containers shall be stored in a secure indoor location until shipped offsite.

#### 3.2.1 BROKEN FLUORESCENT TUBES

- A. Broken tubes are to be removed and packaged separately. The box is to be marked with the words “**BROKEN LIGHT TUBES**”, in addition to the information required by section 3.2 D.
- B. Debris (small pieces of glass, sweepings, etc.) is to be put into an appropriate sized poly drum and labeled as “**BROKEN LIGHT TUBE DEBRIS**” in addition to the information required in section 3.2 D

### 3.3 SAMPLING AND DISPOSAL OF LEAD BASED PAINT DEBRIS

- A. Paint chips and dust will be segregated and sampled separately from other demolition debris.
- B. Contractor must fill out a Sampling Data Sheet (Exhibit H) for each sample at the time of the sampling event and submit it to the Hazardous Materials Section.
- C. Contractor will provide photographs of material sampled, submitted with Sampling Data Sheet.
- D. Analytical results **MUST** be sent to the Hazardous Materials Section prior to disposal. Waste profiles from the disposal facility will not be approved without a formal analytical report from the laboratory.
- E. Material shall be disposed of in an appropriate facility dependant upon the results of TCLP analysis.
- F. Material disposed of as hazardous waste must be put on a uniform hazardous waste manifest per DOT 49CFR.
- G. Debris must be at the disposal facility within 180 days of generation.

### 3.4 THERMOSTATS

- A. Thermostats will be removed as a complete manufactured unit.
- B. Mercury ampules will remain in place.
- C. Any and all connecting wires will be disconnected.
- D. Thermostats will be placed in either:
  - 1. An appropriately sized plastic (poly) drum, OR
  - 2. A heavy-duty plastic garbage bag (lawn type) which will then be placed into an appropriately sized fiberboard box.
  - 3. Drum lids will be secured (method dependant on drum type) and boxes taped shut using duct tape or reinforced packaging tape only.
  - 4. Properly mark packaging in accordance with section 3.6.B4 using water resistant black marker. Ink pen is not acceptable.
- E. Breakage and EMERGENCY MERCURY SPILL RESPONSE
  - 1. If while removing or handling the thermostat a mercury ampule is broken, STOP what you are doing; put the thermostat down and leave the room or immediate area at once.
  - 2. Place 'DO NOT ENTER - MERCURY SPILL' sign on all doors.
  - 3. If mercury has splattered on your clothes or shoes, DO NOT venture into other areas of the facility.
  - 4. Call CCSD's HAZARDOUS MATERIALS SECTION at **799-0990** to report the spill and to receive further guidance.

### 3.5 CONTAINER REMOVAL

- A. Contractor shall remove filled drums and containers promptly from the site.
- B. Complete a Bill of Lading and the CCSD Waste Acceptance Form for each shipment. Complete a separate form for each type of material shipped; i.e., only one type of material per form.
- C. Contact CCSD Safety and Environmental Services, Hazardous Materials Section (799 - 0990) at least one (1) working day prior to delivery of containers. Deliver the filled drums and containers to CCSD Safety and Environmental Services, 1700 Galleria Drive, Building C, Henderson, Nevada. Before off-loading drums, go into Building C and contact the Hazardous Materials Section. Hazardous Materials Section personnel will inspect the containers prior to off-loading. A copy of Bill of Lading, Contractor Certification Form and CCSD Waste Acceptance Form must be provided to Hazardous Materials Section staff. Containers not packaged, labeled, and documented to specifications may be rejected by Hazardous Materials personnel.

### 3.6 FORMS, LABELING AND MARKING

- A. Forms
  - 1. Straight Bill of Lading - Exhibit A
  - 2. Waste Acceptance Form - Exhibit B
  - 3. Contractor Certification Form - Exhibit C
  - 4. Sampling Data Form - Exhibit H

B. Labels And Markings

1. PCB Drum Label - Placement - Exhibit D
2. PCB Drum Label - 40 CFR 761 PCB Label - Exhibit E
3. PCB Drum Label - DOT - Hazard Class 9 - Exhibit F. Note: Refer to Part 3.1.D (PCB Ballast Removal).
4. Thermostat Drum or Box Markings – Exhibit J

END OF SECTION

**Exhibit A**  
**STRAIGHT BILL OF LADING**

ORIGINAL - NOT NEGOTIABLE

SHIPPER NO. \_\_\_\_\_

ANYTIME TRUCKING, INC.

CARRIER NO. \_\_\_\_\_

DATE May 11, 2011

\_\_\_\_\_  
(NAME OF CARRIER)

**SAMPLE**

Unit Price Lighting Fixture Retrofit  
CCSD MPID # 0012541

FOR ORIGIN AND DISPOSAL OF HAZARDOUS MATERIALS

Revision 13-0  
02 81 00 - 5

<b>TO:</b> CONSIGNEE  CLARK COUNTY SCHOOL DISTRICT		<b>FROM:</b> SHIPPER  SOMEWHERE MIDDLE SCHOOL			
STREET 1700 GALLERIA DRIVE, BLDG. C		STREET 123 WHATEVER STREET			
DESTINATION HENDERSON, NV 89014		ORIGIN LAS VEGAS, NV 89109			
ROUTE			VEHICLE NUMBER		
NO SHIPPING UNITS	K HM	KIND OF PACKAGING, DESCRIPTION OF ARTICLES, SPECIAL MARKS AND EXCEPTIONS	WEIGHT (SUBJECT TO CORRECTION)	RATE	CHARGES (FOR CARRIER USE ONLY)
	X	RQ POLYCHLORINATED BIPHEYNLS, 9, UN2315, PG II (LIGHT BALLAST)			
		FLUORESCENT LIGHT TUBES			
	X	UNIVERSAL WASTE MERCURY THERMOSTATS			
<b>IMPORTANT!</b> When shipping hazardous materials, this information must be provided:		EMERGENCY CONTACT: _____ 24 HOUR PHONE NUMBER: _____			
<b>REMIT:</b> <b>C.O.D. TO:</b>  <b>ADDRESS</b>		<b>COD</b> AMT: \$ _____  ~ PREPAID ~ COLLECT		<b>C.O.D FEE: \$</b>  ~ PREPAID ~ COLLECT	
NOTE: Where the rate is dependent on value shippers are required to state specifically in writing the agreed or declared value of the property. The agreed or declared value of the property is hereby specifically stated by the shipper to be not exceeding  \$ _____ PER _____		Subject to Section 7 of the conditions if this shipment is to be delivered to the consignee without recourse on the part of the consignor, the consignor shall sign the following statement: The carrier shall not make delivery of this shipment without payment of freight and other lawful charges.  <b>SAMPLE</b> (SIGNATURE OF CONSIGNOR)		<b>TOTAL CHARGES: \$</b> ----- <b>FREIGHT CHARGES</b> (CHECK APPROPRIATE BOX)  FREIGHT ~ PREPAID ~ COLLECT	
RECEIVED, subject to the classifications and lawfully filed tariffs in effect on the date of the issue of the Bill of Lading, the property described above in apparent good order, except as noted (contents and condition of contents of packages unknown), marked, consigned, and destined as indicated above which said carrier (the word carrier being understood throughout this contract as meaning any person or corporation in possession of the property under the contract) agrees to carry to its usual place of delivery at said destination, if on its route, otherwise to deliver to another carrier on the route to said destination. It is mutually agreed as to each carrier of all or any of said property over all or any portion of said route to destination and as to each party at the time interested in all or any said property, that every service to be performed hereunder shall be subject to all the bill of lading terms and conditions in the governing classification on the date of shipment. Shipper hereby certifies that he is familiar with all of the bill of lading terms and conditions in the governing classification and the said terms and conditions as hereby agreed to by the shipper and accepted by himself and his assigns.					
<b>SHIPPER</b>		<b>CARRIER</b>			
<b>PER</b>		<b>PER</b>		<b>DATE</b>	
K Mark with an "X" to designate Hazardous Materials as defined in the Department of Transportation Regulation governing the transportation of hazardous materials. The use of this column is an optional method for identifying hazardous materials on bills of lading per Section 172.201 (a)(1)(iii) of Title 49, Code of Federal Regulations. Also when shipping hazardous materials, the shipper's certification statement prescribed in Section 172.204(a) of the Federal Regulations must be indicated on the bill of lading, unless a specific exception from the requirement is provided in the Regulations for a particular material.					

**Exhibit B  
WASTE ACCEPTANCE FORM**

CLARK COUNTY SCHOOL DISTRICT HAZARDOUS MATERIALS SECTION  <b>ACCEPTANCE FORM</b>
Date: _____

Location: \_\_\_\_\_

**Check One:** Light Ballasts: \_\_\_\_\_ Fluorescent Light Tubes: \_\_\_\_\_

Packages: # Drums: \_\_\_\_\_ # Ballasts: \_\_\_\_\_ 2 Ft: \_\_\_\_\_ BOXES 4 Ft: \_\_\_\_\_ BOXES 8 Ft: \_\_\_\_\_ BOXES

**CONTRACTOR INFORMATION**

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

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Contact Person: \_\_\_\_\_

**OFFICE USE ONLY**

Inventory Tag Number : P- \_\_\_\_\_

**BALLASTS**

*Acceptance Check List*

Drum Labeled \_\_\_\_\_

Drum Clean \_\_\_\_\_

Dents or Leaks \_\_\_\_\_

Other Visible Damage \_\_\_\_\_

Packaged 90% Full \_\_\_\_\_

**FLUORESCENT LIGHT TUBES**

*Acceptance Check List*

Boxes Taped \_\_\_\_\_

Labels w/School Name \_\_\_\_\_

Bulbs Broken \_\_\_\_\_

Boxes Partially Packed \_\_\_\_\_

Comments: \_\_\_\_\_

Corrective Action: \_\_\_\_\_

Accepted By: \_\_\_\_\_ Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Exhibit C**  
**WASTE CERTIFICATION FORM.**

CLARK COUNTY SCHOOL DISTRICT  
HAZARDOUS MATERIALS SECTION

**CONTRACTOR CERTIFICATION FORM**

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

PROJECT INFORMATION

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

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

Project No: \_\_\_\_\_ Project Square Footage: \_\_\_\_\_

Notice To Proceed (Start) Date: \_\_\_\_\_

Substantial Completion Date: \_\_\_\_\_

CONTRACTOR CERTIFICATION

I certify that for the project described above, to the best of my knowledge, all PCBs, fluorescent light tubes, lead based paint debris, and other non-asbestos containing hazardous materials have been handled in strict accordance with Section 02 81 00.

Miscellaneous Hazardous Materials: \_\_\_\_\_

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

Authorized Representative:

Name: \_\_\_\_\_  
Print or Type

Title: \_\_\_\_\_  
Print or Type

Signature: \_\_\_\_\_

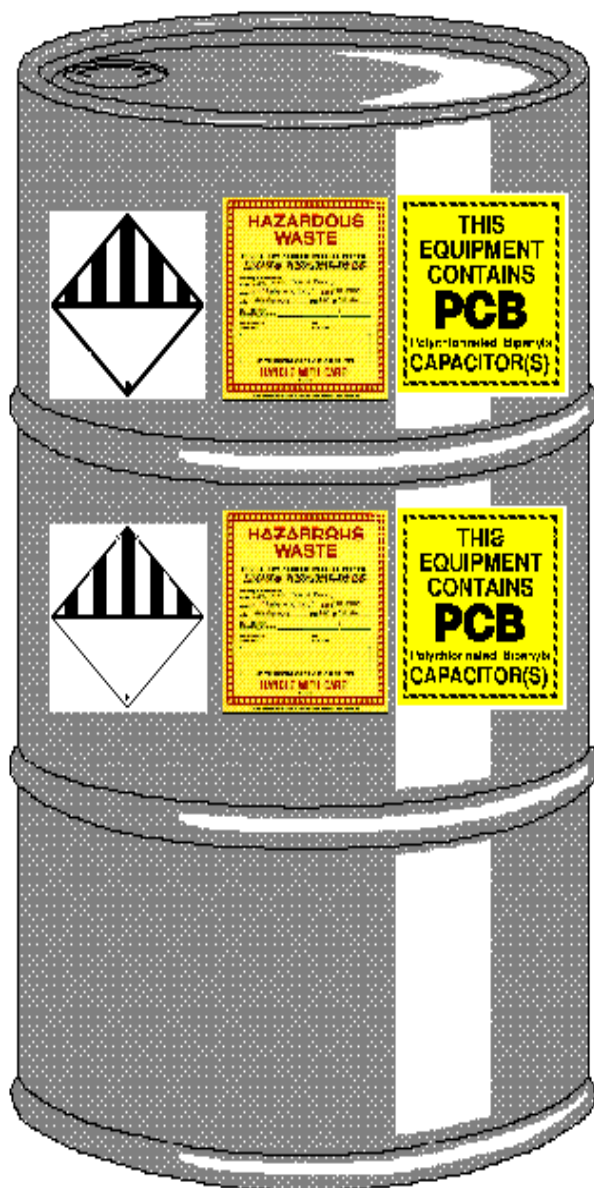
Date: \_\_\_\_\_

**Exhibit D**

# LABEL PLACEMENT

ON

# BALLASTS DRUMS



**7 PLACE HERE**

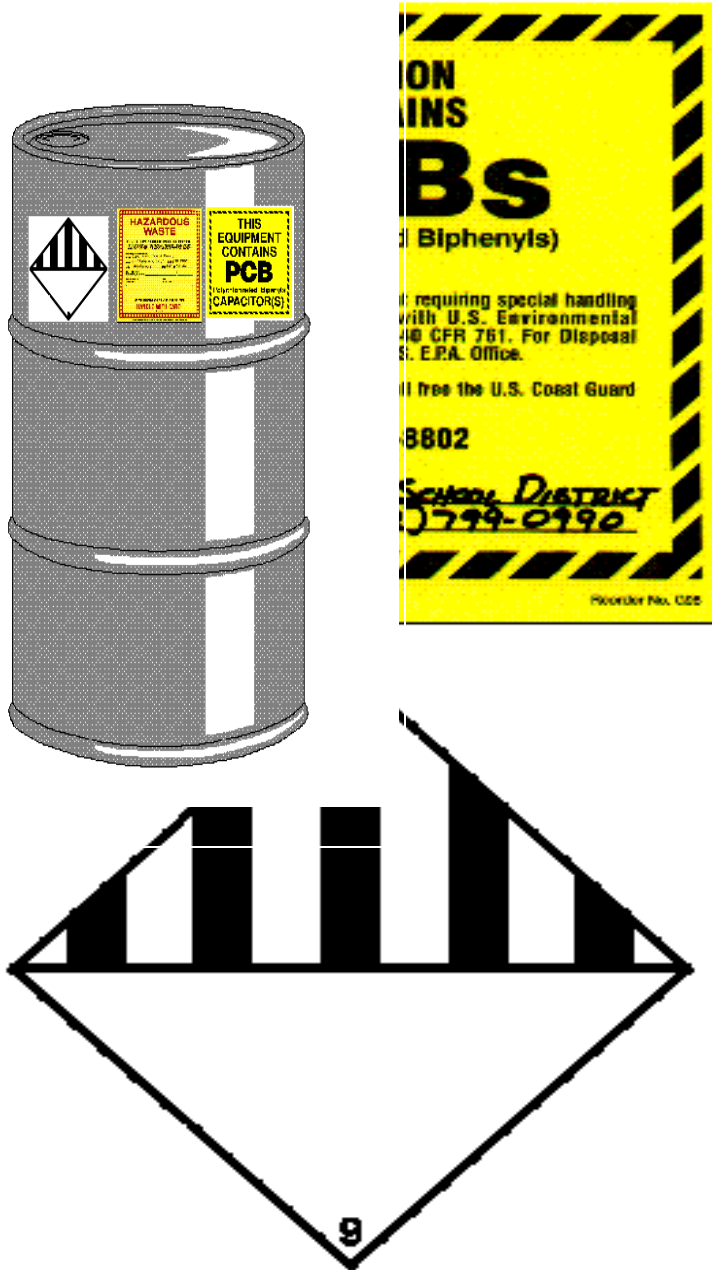
*OR*

**7 HERE**

**Exhibit E  
PCB DRUM LABEL  
40 CFR 761  
and**

**Exhibit F  
DOT LABEL  
CLASS 9 HAZARD**

# PACKING BALLAST DRUM



≈ ----- **90 %**

*ABSORBENT*

≈ ----- **75 %**

**BALLASTS**

≈ -----

*ABSORBENT*

≈ -----

**BALLASTS**

≈ -----

*ABSORBENT*

≈ -----

**BALLASTS**

≈ -----

*ABSORBENT*

Note: NOT TO SCALE

1. Cover bottom of drum with 2 inches of absorbent.
2. Place layer of ballasts.
3. Cover with absorbent.
4. Repeat until 3/4 (75%) full with ballasts.
5. Fill remainder of drum with absorbent.

(Refer to Part 3.1.C)

**Exhibit H**  
**SAMPLING DATA FORM**

**CLARK COUNTY SCHOOL DISTRICT**  
**SAMPLING DATA - LEAD BASED PAINT DEBRIS**

***FACILITY INFORMATION***

Facility Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_, Nevada

Zip: \_\_\_\_\_

CCSD Project Number: \_\_\_\_\_

***LABORATORY INFORMATION***

Laboratory Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Contact Person: \_\_\_\_\_

***SAMPLE INFORMATION***

Description Of Item Sampled: \_\_\_\_\_ Door \_\_\_\_\_ Paint Chips \_\_\_\_\_ Other \_\_\_\_\_ Sample ID: \_\_\_\_\_

Describe Other: \_\_\_\_\_

Sample Location: \_\_\_\_\_

Sampled by: \_\_\_\_\_

Company: \_\_\_\_\_

Date Sampled: \_\_\_\_\_ Time: \_\_\_\_\_

**Exhibit I  
FLUORESCENT LIGHT TUBE PACKAGING**

# USED FLUORESCENT LIGHT TUBE PACKAGING

Package lamps tightly without separators or any other packaging.

Place box on its side to load bulbs. You should be able to fit approximately 36 four foot bulbs per box.

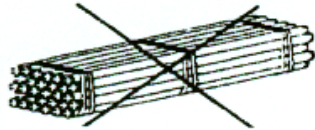


Empty boxes of all packing materials before filling.

Boxes **MUST** be marked with the words "UNIVERSAL WASTE LAMPS" and the date on the end flap and the side.



**DO NOT** pack different size (length) bulbs together...



**DO NOT** tape lamps together...



**DO NOT** leave boxes out in the rain or let them get wet...

**DO NOT** put debris of any kind in the boxes..



**SEAL ENDS WITH DUCT TAPE OR PACKAGING TAPE ONLY !!!!**

**DO NOT USE MASKING TAPE !!**

**REMOVE ALL BROKEN BULBS and PACKAGE SEPARATELY**

**BOXES MUST BE READILY ACCESSABLE FOR PICKUP**

**DO NOT STORE BOXES ON TOP OF CABINETS**

If You Have Any Questions, Call 799-0990

Rev. 5/08

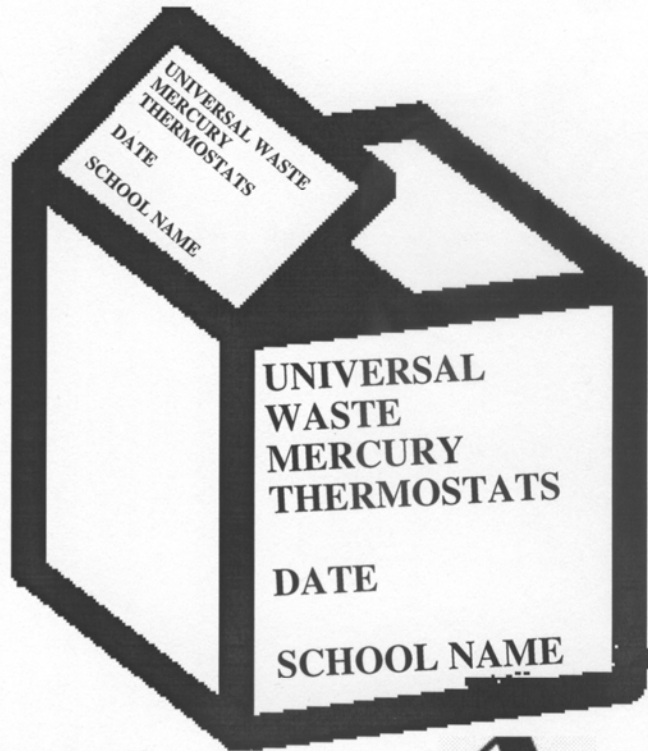
**Exhibit J**  
**THERMOSTAT PACKAGING**

**LABEL WITH THE  
FOLLOWING  
INFORMATION:**

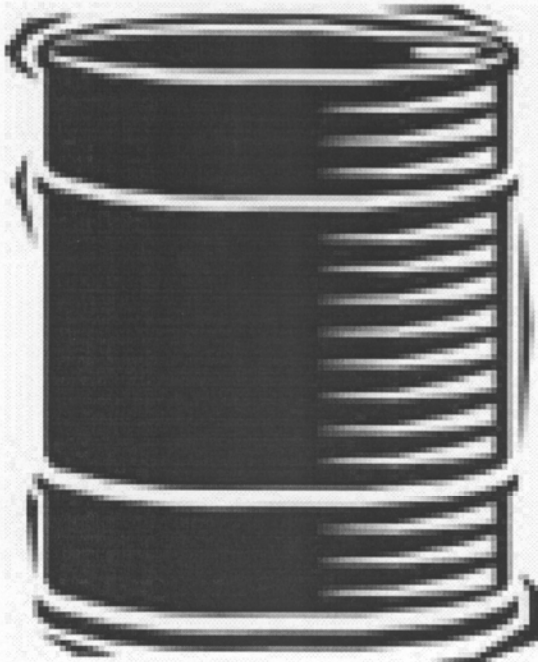
**"UNIVERSAL  
WASTE MERCURY  
THERMOSTATS"**

**DATE**

**SCHOOL NAME  
PROJECT #**



**Write On Top  
Of Drum**



**Place  
Information  
On One  
Side and  
Top Of  
Box**

SECTION 26 51 00

INTERIOR LUMINARIES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Interior luminaries and accessories.
- B. Emergency lighting units.
- C. Ballasts.
- D. Lamps.

1.02 RELATED SECTIONS – Not Used

1.03 REFERENCES

- A. ANSI C82.1 - Ballasts for Fluorescent Lamps -Specifications.
- B. ANSI/NFPA 70 - National Electrical Code.
- C. ANSI/NFPA 101 - Life Safety Code.
- D. NEMA WD 6 - Wiring Devices-Dimensional Requirements.

1.04 SUBMITTALS

- A. Submit under provisions of Section 01 33 00.
- B. Product Data: Provide dimensions, ratings, and performance data.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency specified under Regulatory Requirements.
- D. Manufacturer's Instructions: Include instructions for storage, handling, protection, examination, preparation, and installation of product.

1.05 PROJECT RECORD DOCUMENTS

- A. Accurately record actual quantities of each fixture type.
- B. The Contractor shall document the exact number and location of each type of fixture retrofitted and provide spreadsheets that document these upgrades. These spreadsheets shall be of sufficient detail that a measurement and verification (M & V) contractor will be able to use them to select a statistically relevant, random sampling for post-inspection purposes. A sample spreadsheet indicating the minimum required information will be provided at the pre-construction conference.

- C. The fixture count spreadsheets shall be submitted to the project manager (PM) at substantial completion of each school, and the Contractor shall walk the building with the PM to determine that fixture counts are correct.

1.06 OPERATION AND MAINTENANCE DATA

- A. Warranty: Provide letter from manufacturer and letter from contractor acknowledging warranty.

1.07 BIDDER QUALIFICATIONS

- A. Time is of the essence in the completion of this project, and, therefore, consideration of the award will include the ability, capacity and past performance of the Contractor to complete the project as quickly as possible and by the deadlines described below.

1.08 REGULATORY REQUIREMENTS

- A. Conform to requirements of ANSI/NFPA 70.
- B. Conform to requirements of NFPA 101.
- C. Furnish products listed and classified by Underwriters Laboratories, Inc. as suitable for purpose specified and shown.

1.09 PROJECT DESCRIPTION

- A. This project involves the replacement of lamps and ballasts, with related hardware as needed, in approximately 102,000 lighting fixtures as described below. The quantities listed are approximate only, and the actual quantities may vary approximately +/- 10%. The fixtures are located in school buildings and support facilities in the District as shown in Special Conditions Attachment A (00 73 00).
- B. All fixtures containing eight (8) foot lamps are specifically excluded from this project and shall not be retrofitted.
- C. This is a turn-key project, and, therefore the Contractor shall provide all equipment, materials, labor, supplies, delivery, transportation, storage, staging, clean-up, disposal, recycling, and any other items necessary to complete the project as further outlined below. The Contractor shall also provide adequate supervision, quality-controls, and coordination to minimize the impact on and labor requirements of the District. Completion of the work shall not disrupt use of the District buildings; therefore, all work performed during the school year must be completed during evenings/nights and on weekends to avoid overlap with school activities. The District will provide schedules and access for the buildings.
- D. Bidders shall provide unit pricing on a per fixture basis as described on the Bid Form. Fixture upgrade completion will be verified by the PM or his designee.

PART 2

PRODUCTS

2.01 BALLASTS

A. High Performance Fluorescent (Super T8) Electronic Ballast:

1. General: All electronic ballasts shall be instant start, NEMA premium performance ballasts (as determined by inclusion on the Consortium for Energy Efficiency (CEE) listing for High Performance (HP) Qualifying Ballasts), meet the requirements of UL 935, and bear the appropriate UL label.
2. Submittals: Provide manufacturers' data for each type of electronic ballast installed. Also provide nationally recognized independent test laboratory data verifying compliance with the specifications herein.
3. Warranty: All ballasts shall have a replacement warranty of five years (labor and materials for the first year, materials only for the remaining 4 years).
4. Electrical Characteristics: The electronic ballast shall withstand input power line transients as defined in ANSI C62.41. The ballast shall tolerate a line voltage frequency variation of +/- 10%.
  - a. Multi-Volt Ballasts, if the contractor chooses to use them, shall operate from a line voltage range of 108-305 volts, 50/60 HZ.
5. The electronic ballast shall be Class "A" sound rated and UL Class P thermally protected.
6. The electronic ballast shall comply with FCC rules and regulations, Part 18 concerning the generation of both EMI (electromagnetic interference) and RFI (radio frequency interference).
7. The electronic ballast shall operate the lamp at a frequency of 42 KHZ or greater to both improve lamp efficiency and reduce the effects of lamp flicker. Lamp Flicker Index shall be less than 3%.
8. The ballast shall start and operate standard lamps at 50 degrees F. and energy - saving lamps at 60 degrees F. Ballast case temperature shall not exceed 25 degrees C. rise above a 40 degrees C. ambient.
9. The ballast shall be provided with an internal fuse to protect the electrical power supply from internal component failure. The ballast shall also be short circuit protected in the event of mis-wiring.
10. Approvals: Each ballast/lamp combination will be considered separately. Blanket approval of a manufacturer's line of ballasts will not be given.
11. Performance Evaluation: All evaluations will be based upon independent laboratory test data. All ballasts must be approved prior to individual project bidding.
12. Ballast shall allow for Independent Lamp Operation which allows for remaining lamps to maintain full light output if one or more lamps fail.
13. Ballast factors:
  - a. Reduced Light Output (RLO) -  $< 0.85$
  - b. Normal Light Output (NLO) -  $0.85 < BF < 0.95$
  - c. High Light Output (HLO) -  $0.85 - 1.1$
14. New ballasts for 1 and 2-lamp pre-retrofit fixtures shall be RLO. New ballasts

- for 3 and 4-lamp pre-retrofit fixtures shall be NLO.
15. The Contractor shall specify model number and input wattage of their specified ballasts. This shall be approved by the PM before ordering materials.

## 2.02 LAMPS

- A. The following lamps (or equal as determined by inclusion on the Consortium for Energy Efficiency (CEE) list of High Performance T8 Qualifying Lamps) shall be acceptable :
1. Sylvania – Xtreme XPS EcoLogic (FO32/841/XPS/ECO).
  2. General Electric – High Lumen ECO (F32T8/XL/SPX841/HL/ECO).
  3. Philips – Advantage ALTO (F32T8/ADV/841/ALTO).
- B. Super T8 fluorescent lamps shall be 230ma with an initial lumen output of 3100 lumens (with an NLO ballast), 85 CRI, and color temperature of 4100 Kelvin.
- C. All lamps shall have a materials replacement warranty of three years.

## 2.03 LAMP SOCKETS

- A. Where lamp sockets (tombstones) are damaged and unable to perform properly, the Contractor shall replace with new sockets. The quantities of damaged sockets are to be documented by the Contractor and verified by the Project Manager.

## PART 3 EXECUTION

### 3.01 EXAMINATION

- A. Examine each luminaire to determine suitability for lamps specified.

### 3.02 INSTALLATION

- A. Replace all project lamps and ballasts in accordance with manufacturer's instructions.
- B. Install specified lamps and ballasts in each luminaire and emergency lighting unit, as identified by the PM.
- C. All lamps and ballasts in the buildings of the schools in this project shall be replaced with super T8 lamps and electronic ballasts unless direction is received from the PM to leave an existing fixture as is.
- D. Except as noted below, all pre-retrofit 1 and 2-lamp fixtures shall be retrofitted with one RLO ballast and an equivalent number of high-output (3,100 lumens) F32 T8 lamps. All 3 and 4-lamp pre-retrofit fixtures with 8-10 foot ceilings, shall be retrofitted with one NLO ballast and two new T8 lamps positioned at the outer sockets.
- E. In kitchens, 2X4 fixtures shall be retrofitted with one NLO ballast and the same number of lamps as found in the existing fixture, using high-output (3,100 lumens) F32 T8 lamps.
- F. In science/art classrooms with built-in counter space around the perimeter of the room

and identified by the project manager, the non-perimeter 2X4 fixtures shall be retrofitted as described in D. above. The remaining fixtures over the perimeter counters shall be retrofitted with one premium-efficiency HLO electronic ballast and two high-output (3,100 lumens) F32 T8 lamps. Determination of which fixtures are covered in this section is at the discretion of the PM.

- G. Tandem wiring: Where tandem wiring options exist, it is left to the discretion of the Contractor whether to install fewer ballasts with additional wiring. Proposals to achieve additional energy savings through tandem wiring, however, will receive consideration during proposal evaluations.
- H. Dual switching: Rooms with fixtures connected to two circuits on two lighting switches shall be retrofitted to maintain the use of both switches. Since each new fixture will only have one ballast, the fixtures shall be connected to the two switches in a checkerboard pattern with the inboard and outboard circuits connected to each alternating fixture.
- I. Install, in each lighting fixture retrofitted, a self adhesive label reading, "Install only Super T8 fluorescent lamps with an initial lumen output of 3100 lumens, 85 CRI, and color temperature of 4100 Kelvin."
- J. Exceptions: Where exceptions are found—such as an 8-12 lamp configuration in a single large fixture or low light levels in hallways with a single-lamp configuration behind a valance—the Contractor shall check with the Project Manager before retrofitting these areas to determine the ballast factor to be used for each area. To facilitate quantity purchases of ballasts for the whole project before retrofits start, the exceptions will not total more than 5% of all ballasts.
- K. For purposes of the schedule, "substantially complete" for lighting fixtures is defined as the point at which all equipment and material are installed, the lighting fixtures are operational, and clean-up and waste disposal or transport to a recycling container is completed. "Substantially complete" for a location (e.g. building, campus) or for the entire project is defined as the point at which 99% of the known and designated fixtures are completed and material storage and waste is removed from the site. Miscellaneous project and "punch-list" items are not included in the definition of "substantially complete".

### 3.03 FIELD QUALITY CONTROL

- A. Operate each luminaire after installation and connection. Inspect for proper connection and operation.

### 3.04 ADJUSTING

- A. Relamp luminaries that have failed lamps at Substantial Completion.

### 3.05 CLEANING

- A. Clean electrical parts to remove conductive and deleterious materials.
- B. Clean finishes and touch up damage.

- C. Wipe clean all sides of each prismatic diffuser with a damp cloth.
- D. Daily clean up: The contractor shall clean all work spaces and replace room furniture in original location each day so no sign of installation work is noticeable to occupants.

3.06 WORK SITE

- A. Equipment storage: All lamps and ballasts (Equipment) shall be shipped to a secure, fenced location within the District where the Equipment shall be kept in the Contractor's shipping containers until used in each school. The District will provide storage space for containers in the fenced area for the Equipment during this retrofit project and will provide access 24/7 for the Contractor to pick up equipment. The Contractor is responsible for all equipment handling.
- B. Recycling and Waste: **The disposal of all lamps and non-PCB containing ballast will be the responsibility of the Clark County School District.** All lamps and non-PCB containing ballasts, removed from fixtures, shall be properly packaged and stored in the designated location at each school or support facility for pickup by District staff. The Contractor is responsible for any other waste removal. School district trash containers/dumpsters are not to be used by the contractor. The disposal of any PCB containing ballasts will be the responsibility of the Contractor and shall be in compliance with Section 02 81 00 Transportation and Disposal of Hazardous Materials. The contractor will be paid for the proper disposal of PCB ballasts according to the unit price specified in the contractor's Bid Form.
- C. Work hours: All work may be performed as follows:  
  
Summer break when school is not in session: 24 hours a day Monday through Friday and 7:00 a.m. to 3:30 p.m. on weekends/holidays.  
  
When school is in session: between 3:30 p.m. and 6:00 a.m., Monday through Friday, and 7:00 a.m. to 3:30 p.m. on weekends/holidays.

END OF SECTION