

## **GENERAL SPECIFICATIONS** **FOR PROJECTS LESS THAN \$10,000**

### Division 0

Section 00100 - Instruction to Bidders.....	1 Page
Special Notifications .....	1 Page
Sample Purchase Order .....	2 Pages
Section 00800 – Special Conditions .....	21 Pages
Material, Water & Lead Disturbance Permit To Be Provided For Your Reference	

### Division 1

Section 01001 – Construction Procedures for Existing School Sites .....	1 Page
Section 01020 – Personnel Safety Check Application .....	9 Pages
Section 01110 – Prevailing Wage Specifications .....	10 Pages
Federal Labor Standards Provisions .....	5 Pages
Davis Bacon Wage Rates and are available at the following website: <a href="http://www.wdol.gov/dba.aspx">http://www.wdol.gov/dba.aspx</a>	
Section 01700 – Contract Closeout.....	5 Pages
Section 01710 – Final Cleaning.....	2 Pages

***If “Yes” has been indicated on the Request for Quote, then this project includes Davis Bacon Wage Rates and you shall refer to the specifications provided herein pertaining to Davis Bacon Wage requirements.***

## **SECTION 00100 - INSTRUCTION TO BIDDERS**

Proposals shall be made upon the form provided therefore, and all the blank spaces shall be fully filled; the signature shall be in longhand; and the completed form shall be without interlineation, alteration or erasure. Only proposals on the forms provided will be accepted. Any clarifications, additions or exclusions made by the Owner (WCSD) will be considered incorporated into the specifications.

Contractors desiring to submit a quote for this work shall possess appropriate license as required by the Nevada State Contractor Law NRS 624.240.

The Contractor must agree that the Owner may retain, from the monies due the Contractor, Five Hundred Dollars (\$500) per day as a direct result of the Contractor's delay or for not completing the project in the required time allowance plus approved time extensions.

Should a Contractor find discrepancies in, or omissions from, the drawings or documents, or should he/she be in doubt as to their meaning, he/she should at once notify the Owner, who will send written instruction to all solicited Contractors. The Owner or Consultant will not be responsible for any oral instructions.

Before submitting a quote, Contractors shall examine carefully the sites of the work contemplated and the proposed drawings, specifications, and Agreement forms therefore, and shall be thoroughly familiar with all existing conditions before submitting a quote.

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

Quotes may be withdrawn in a written request received from the Contractor prior to the time fixed for award of the project.

## **SPECIAL NOTIFICATIONS**

### Technical Specifications

If there be any conflicts between the Consultant and District specification, it will be the responsibility of the Contractor to seek clarification for any conflicts or be responsible for all the requirements.

### Project Completion

The construction contract time allowed for this project is based on a reasonable expectation of how long it takes to do a project of this scope. We recognize that Contractors often try to finish projects in significantly less time than the construction contract time and, in such cases, develop schedules which are based on everything going smoothly with no delays. While we allow Contractors to submit such accelerated construction schedules, our experience is that in many cases the Contractor is much too optimistic. Acceptance of a submittal with a shortened schedule is not an agreement that the District believes the project can be done in less time than the construction contract time.

### Roof Penetrations

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

### Wage Rates

If "Yes" has been indicated on the Request for Quote, then this project includes Davis Bacon Wage Rates and the Contractor shall refer to the specifications provided herein pertaining to Davis Bacon Wage requirements.

### Commencement of Work

The Contractor shall commence work for this project upon the issuance of a Purchase Order.

**MAIL INVOICES TO:**

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

**ORIGINAL**

DATE:  
PURCHASE ORDER NO.

Ship To:

THIS NUMBER MUST APPEAR ON ALL INVOICES, PACKAGES & CARRIER PRESENT

SPECIAL SHIPPING INSTRUCTIONS:

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

Information Regarding this P O Call:

Delivery Date

Terms of Payment

Issued Pursuant to Bid or Quote Reference:

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

THIS ORDER IS SUBJECT TO THE TERMS AND CONDITIONS STATED ON BACK.

ORDER APPROVED BY:

Buyer

AUTHORIZED PURCHASING AGENT  
Not Valid Unless Signed

## TERMS AND CONDITIONS

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

1. The Washoe County School District (WCSD) will not be responsible for material or services furnished without a bonafide Purchase Order issued by the Purchasing Department.
2. All packages must be marked with our Purchase Order Number and must contain an itemized list of contents. Failure to identify PO# may delay payment.
3. INVOICES AND SHIPPING RECEIPTS must bear the Purchase Order Number and be mailed the same day. Failure to identify PO# may delay payment.
4. The Washoe County School District is exempt from any State or Local sales tax and Federal excise tax (Federal #88-6000-919W).
5. All transactions for goods between the buyer and seller shall not be regulated according to Nevada Revised Statutes Chapter 104, which is the Nevada Uniform Commercial Code.
6. No variations, deletions, price increases, backorders, changes or modifications shall be effective without prior approval.
7. Seller agrees not to use the name of WCSD or to quote the opinion of any WCSD employee in any advertising without prior written consent from the WCSD.
8. By accepting this order, seller will comply with all Federal, State and other governmental laws and regulations imposed upon the seller with respect to merchandise furnished hereunder. All products supplied must comply with current OSHA standards. A Material Safety Data Sheet (MSDS) is required for all hazardous materials.
9. The time computed for discounts will be from the date of delivery at place of acceptance or from receipt of correct invoice at the office specified by WCSD, whichever is later. Payment is considered made, for discount purposes, when check is mailed.

## **SECTION 00800 – SPECIAL CONDITIONS**

### **A. LIABILITY INSURANCE SPECIFICATIONS**

#### **1. INTRODUCTION**

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

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

#### **2. INDEMNIFICATION AGREEMENT**

The Contractor agrees to hold harmless, indemnify and defend the Owner, its officers, agents, employees and volunteers from any loss or liability, financial or otherwise resulting from any claim, demand, suit, action or cause of action based on bodily injury, including death, or property damage, including damage to the Contractor's property or injury to the Contractor's employees, caused by any action, either direct or passive, the omission, failure to act or negligence on the part of the Contractor, its employees, agents, representatives or Subcontractors arising out of the performance of work under this Agreement by the Contractor, or by others under the direction or supervision of the Contractor.

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

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

#### **3. GENERAL REQUIREMENTS**

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

#### 4. WORKERS COMPENSATION INSURANCE

It is understood and agreed that there shall be no Workers Compensation Insurance coverage provided for the Contractor or any Subcontractor by the Owner. Contractor agrees, as a precondition to the performance of any work under this Agreement and a precondition to any obligation of the Owner to make any payment under this Agreement, to provide Owner with certificates issued by an insurer that shows compliance with Nevada Revised Statutes (NRS) 616B.627 and 617.210 requiring that the Contractor comply with the provisions of Chapters 616 and 617, respectively.

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

Should Contractor be self-funded for Workers Compensation Insurance, Contractor shall so notify Owner in writing prior to the acceptance of this Agreement. Owner reserves the right to approve said retentions and may request additional documentation, financial or otherwise, for review prior to the acceptance of this Agreement.

#### 5. MINIMUM SCOPE OF LIABILITY INSURANCE

Coverage shall be at least as broad as:

- a. Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form CG001 12/04 or an equivalent form. The Comprehensive General Coverage shall include but is not limited to, Liability Coverage arising from Operations, Premises, Blanket Contractual Liability, Broad Form Property Damage Liability, Products and Completed Operations, Personal Injury and Advertising Liability, and Stop Gap or Employers Liability. In addition, explosion, collapse, and underground coverage must be included unless OWNER waives this requirement in writing.
- b. ISO Business Auto Coverage form number CA00 01 10/01 covering Automobile Liability Symbol 1 "Any Auto".

#### 6. MINIMUM LIMITS OF INSURANCE

The Contractor shall maintain limits no less than:

- a. General Liability: \$1,000,000 minimum or the amount customarily carried by the Contractor, whichever is greater, combined single limit per occurrence for bodily injury, personal injury and property damage. General Liability coverage shall specifically apply to the acts and/or omissions of Contractor and its subcontractors. Moreover, the above General Liability coverage shall be maintained in full force and effect for five (5) years from the date of completion of the project.

- b. Automobile Liability: \$1,000,000 minimum or the amount customarily carried by the Contractor, whichever is greater, combined single limit per accident for bodily injury and property damage. No aggregate limits may apply. Non-owned and hired automobile liability must be included.
- c. Workers Compensation Insurance. Obtain statutory limits of state industrial and occupational disease insurance for employees engaged on or at the site of the project in accordance with Chapters 616A to 616D, inclusive, and 617 of Nevada Revised Statutes. Employers Liability must be maintained for a minimum of \$1,000,000 in limits. If an excess policy is utilized, the policy will provide excess coverage for Employers' Liability.

#### 7. DEDUCTIBLES AND SELF-INSURED RETENTIONS

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

#### 8. OTHER INSURANCE PROVISIONS

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

##### a. General Liability and Automobile Liability Coverages

1. The Owner, its agents, officers, employees and volunteers are to be included as insureds for damages and defense arising from: activities performed by or on behalf of the Contractor, including the insured's general supervision of the Contractor; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; or automobiles owned, leased, hired or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, employees or volunteers.
2. The Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, employees and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it in any way.



3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
4. The insurance companies issuing the policy or policies shall have no recourse against the Owner for payment of any premiums, costs or assessments under any form of policy.

b. All Coverages

1. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled or non-renewed by either the Contractor or by the insurer, reduced in coverage or in limits except after sixty (60) days prior written notice has been given to the Owner, which must be approved, if acceptable, by the Owner in writing.
2. The Contractor's insurers shall have no right of recovery or subrogation against the Owner or the design professionals which provide work on the project.
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the Owner, its officers, employees or volunteers.
4. The insurance companies issuing the policy or policies shall have no recourse against the Owner for payment of any premiums, costs or assessments under any form of policy.

9. ACCEPTABILITY OF INSURERS

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

10. VERIFICATION OF COVERAGE

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

## 11. SUBCONTRACTORS

The Contractor shall include all Subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to all of the requirements stated herein.

## 12. MISCELLANEOUS CONDITIONS

- a. The Contractor shall be responsible for and remedy all damage or loss to any property, including property of the Owner, caused in whole or in part by the Contractor, any Subcontractor, or any employed, directed or supervised by the Contractor.
- b. Nothing herein contained shall be construed as limiting in any way the extent to which the Contractor may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractor under it.
- c. In addition to any other remedies the Owner may have if the Contractor fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, the Owner may, at its sole option:
  1. Purchase such insurance to cover any risk for which the Owner may be liable through the operations of the Contractor under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement.
  2. Order the Contractor to stop work under this Agreement and/or withhold any payments which became due the Contractor hereunder until the Contractor demonstrates compliance with the requirements hereof; or
  3. Terminate the Agreement.  
Failure of the Contractor to take out and/or maintain any required insurance shall not relieve the Contractor from any liabilities under this Agreement, nor shall the insurance requirements be construed to conflict with or otherwise limit the obligations of the Contractor concerning indemnification.

## **B. MANDATORY DRUG TESTING PROGRAM**

In order to be eligible to perform work on WCSD construction projects all Contractors who will work on such projects must have in existence a Drug and Alcohol Policy that is applicable to all workers who will be employed on those projects regardless of tier. This requirement is a reasonable precaution to ensure a safe and drug-free environment on school construction projects as they may involve workers being in relatively close contact with students.

The Policy must meet the minimum requirements as outlined in Exhibit 1. Each Contractor shall demonstrate compliance with this provision by signature on the Request for Bid form, that the Policy is in place, that it will be actively enforced, and that all workers who will be employed on WCSD projects will have undergone the pre-placement drug testing required by WCSD. The WCSD and/or the Prime Contractor is empowered to review Contractor records of enforcement of its Drug and Alcohol Policy at any time during the construction period up to and including completion of the project in order to determine whether the policy is in fact being enforced. The Contractor shall forthwith deliver to the WCSD any and all records requested to determine compliance with this Drug and Alcohol Policy requirement. Failure to maintain or rigorously enforce the policy or to timely respond to WCSD demands for production of records relating to the Drug and Alcohol Policy may result in termination of the project agreement at no cost to the WCSD.

\*\*\*\*\*

### **Exhibit 1**

## **WASHOE COUNTY SCHOOL DISTRICT**

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

In order to be eligible to perform work on WCSD construction projects, all Contractors who work on such projects must have in existence a drug and alcohol policy that meets the following minimum requirements:

1. A statement identifying prohibited conduct regarding employee drug and alcohol use. At a minimum, the policy should address the following areas of prohibited conduct:
  - a. Alcohol  
Possession of open containers, use or being under the influence of alcohol by any employee during normal business hours including lunch breaks, while performing Contractor business, while operating Contractor vehicles or equipment or while on company premises is prohibited. Failure to pass an alcohol test will be grounds for disciplinary action up to and including termination.
  - b. Illegal Drugs  
The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited. Failure to pass a drug test will be grounds for disciplinary action up to and including termination.
  - c. Legal Drugs  
Except as provided below, use or being under the influence of any mood-altering legal drug by any employee while on company premises or while performing company business is prohibited to the extent such use or influence may affect the safety of the employee, co-workers or the public, the employee's job performance or the safe or efficient operation of the Contractor.

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

d. Drug Paraphernalia

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

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

a. Pre-Placement Testing

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

b. Reasonable Suspicion Testing

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

c. Post Accident Testing

Each employee will be tested for prohibited drugs and alcohol use as soon as possible after a reportable accident. Reportable accident is defined as any incident that results in an employee requiring medical treatment that results in the filing of a workers compensation claim, or property damage in excess of five hundred dollars (\$500.00). An employee shall not be relieved of duty pending the receipt of test results except where there is reasonable evidence that alcohol or illegal drug use was a contributing factor as determined by the treating physician.

d. Return To Duty Testing/Follow-Up Testing

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

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

- a. Marijuana
- b. Cocaine
- c. Opiates
- d. Amphetamines/Methamphetamines
- e. Phencyclidine (PCP)

For the purpose of this policy, a positive drug test means that the employee has ingested a drug(s) which causes the employee's drug threshold level to be above the Federal Substance Abuse and Mental Health Services Administration (SAMHSA) Drug and Alcohol Testing Guidelines (49 CFR Part 40). For the purpose of this policy an employee whose breath/blood alcohol level is .04 or greater is considered to be in violation of the policy. It is recommended that blood alcohol testing only be used when an employee is medically unable to provide a breath alcohol sample.

4. A statement indicating the consequences for employees found to be in violation of the drug and alcohol policy. The Contractor's policy must outline the procedures the Contractor will follow to assure that the employee is fit to return to duty following a policy violation. At a minimum, an employee in violation of the Contractor's drug and alcohol policy must complete an evaluation by a licensed alcohol and drug counselor and follow all professional recommendations, provide a negative drug and/or alcohol test to return to duty and submit to follow-up testing on a random basis to confirm on-going policy compliance.
5. A statement indicating that actions taken under this policy will be confidential within the affected Contractor and employee. At a minimum, the Contractor

must inform the employee that test results may be disclosed to another member of management on a need-to-know basis and to the employee upon request. Disclosures, without employee consent may also occur when: the information is compelled by law or judicial or administrative process; the information has been placed at issue in a formal dispute between the employer and the employee or job applicant; the information is used in administering an employee benefit plan or other insurance program; the information is needed by first-aid, safety, or medical personnel for the diagnosis or treatment of an employee who is unable/unwilling to authorize disclosure; for review by the State Worker's Compensation Board or the State Unemployment Security Division in determining a pending claim; or the information is compelled by Federal officials investigating compliance with the Americans With Disabilities Act.

6. A statement indicating that all employees shall participate in a company-sponsored drug/alcohol awareness program. The program shall provide employees with information regarding: the company's drug/alcohol free workplace policy; available counseling, referral agencies and rehabilitation; and the penalties imposed upon employees for violations of this policy.

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

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

#### END OF EXHIBIT 1

\*\*\*\*\*

### **C. TIME OF COMPLETION**

The physical work is to be commenced upon issuance of a Purchase Order and shall be completed by the date stated on the Request for Quote.

### **D. EXAMINATION OF SITE**

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

The Contractor shall call the site and make arrangements for a time to visit. Please inform the site personnel of the reason for your visit.

## **E. STORAGE**

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

## **F. UTILITIES**

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

## **G. TOILETS**

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

## **H. BUILDING CODES**

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

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

## **I. WAGES**

### **1. NONDISCRIMINATION**

In connection with the performance of the work under this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, or sex. Such agreement shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment, or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontract for standard commercial supplies or raw materials. Any violation of these provisions by a Contractor or subcontractor shall constitute a material breach of Contract.

## 2. HEALTH AND SAFETY IN EMPLOYMENT

All applicable provisions of Chapter 618 of the Nevada Revised Statutes (N.R.S.) shall be incorporated in the construction practices for all employees directly engaged in the completion of this project.

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

## J. CHANGE ORDERS

Article 7.2 is hereby modified as follows:

1. The Owner, without invalidating the Agreement, may order changes in the work consisting of additions, deletions, or other revisions, the Agreement sum and time being adjusted accordingly. All such changes in the work shall be authorized by Change Order.
2. The cost or credit to the Owner resulting from a change in the work shall be determined by the Owner in one or more of the following ways:
  - a. By unit prices stated in the Agreement or subsequently agreed upon.
  - b. By mutual acceptance of a lump sum quote, properly itemized, to include the following:
    1. Labor, including fringe benefits, payroll taxes, and workers' compensation insurance.
    2. Materials entering permanently into the work.
    3. Equipment costs for equipment utilized to perform the Change Order work.
    4. Change Order Mark-Up per Schedule
  - c. By the actual cost of:
    1. Labor, including fringe benefits, payroll taxes, and workers' compensation insurance.
    2. Materials entering permanently into the work.
    3. Equipment costs for equipment utilized to perform the Change Order work.
    4. Change Order Mark-Up per Schedule
3. The costs under Paragraph J, (2), a, b, & c above may be increased to include a fixed fee for subcontractor profit and overhead, General Contractor profit and overhead on subcontractor work, and profit and overhead on work done by the General Contractor's own forces. The total of such fixed fee shall not exceed the amount determined from the Change Order Mark-up Schedule below for a single Change Order item,



or for any group of related items, and shall be full compensation for the cost of supervision (to include Project Manager, Project Coordinator, Superintendent, Secretary, etc.), overhead, profit, insurance, and all other expenses associated with completing the change in the scope of work.

#### CHANGE ORDER MARK-UP SCHEDULE

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

4. No fees shall be paid for time extensions.

5. All proposals shall be submitted to the Architect in sufficient detail to complete an analysis of all costs. The CONTRACTOR shall, upon request by the OWNER or the Architect, submit invoices for materials and equipment utilized in Change Order work. Labor rates shall not exceed the applicable Prevailing Wage Rates as published by the State of Nevada Office of the Labor Commissioner. Fringe benefits shall not exceed the cost of fringe benefits normally paid to such personnel or established by the industry in the Northern Nevada area, whichever is lower.

#### **K. PERMITS AND INSPECTIONS**

1. Since the project site is within Washoe County, City of Reno or City of Sparks, the Contractor shall secure a building permit, including any necessary application, design, engineering, or work if not already provided by the WCSD, and arrange for all inspections through the appropriate jurisdiction. WCSD is not exempt from the requirements of these authorities.
2. Any fees charged by Washoe County, City of Reno or City of Sparks, for plan checking, permits and sewer hook-up will be paid by WCSD.
3. The Contractor shall give all notices as required and comply with all laws, ordinances, rules and regulations bearing on the conduct of the work as drawn and specified. If the Contractor observes that the plans and specifications are at variance therewith, the contractor shall notify the

Owner promptly in writing, of any necessary changes in the work. If the Contractor performs any work knowing it to be contrary to such laws ordinances, rules and regulations, and without such notice to the Owner, the contractor shall bear all costs arising therefrom.

4. The Contractor shall notify the Owner when ready for final inspection.

5. Final payment shall not be made until the original closed out permit for the work has been turned over to the Owner.

#### **L. EMPLOYEE REGULATIONS**

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

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

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

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

#### **M. REFERENCE TO SPECIFICATIONS AND TRADE NAMES**

In these specifications, wherever American Society for Testing Materials or other specifications or standards are mentioned it shall be understood that the materials or methods mentioned therewith shall conform to all requirements of the issue in effect on date of submission of quotes. In these specifications whenever the trade name of a product or the name of a product or the name of a manufacturer appears it shall be understood to specify the product so identified or its "Approved Equal." The words "Or Equal" or "Approved Equal" shall mean equal in the opinion of, and approved by the Owner or his representative. Any substitutions for products or manufacturer's mentioned in these specifications shall be submitted by the Contractor to the Owner or his representative for approval within seven (7) calendar days following the Notice of Award of Agreement by the WCSD to said Contractor or as stated in the Scope of Work.

#### **N. GUARANTEE**

The Contractor shall guarantee all work and equipment provided under this Agreement to be free from defects of workmanship and material for a period of **one (1) year** from the date of final acceptance of the work, which constitutes the

issuance of a notice of substantial completion and shall, at his/her own expense, repair and replace all defective work and materials.

**O. QUALITY ASSURANCE**

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

**P. OTHER PROJECTS**

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

**Q. EXISTING BUILDING AND CONDITIONS**

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

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

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

Further, the Contractor shall notify the representative of the Capital Projects Department forty-eight (48) hours prior to any electrical shut downs at the project site. Failure to do so could cause freezing and other damage due to shut down of the energy management system. The Contractor shall bear all costs for damage resulting from his/her failure to notify.

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

Contractor shall hire a qualified, licensed contractor to test all natural gas lines within area of work for leaks prior to the start of the project and at project

completion. Note all gas leaks at the start of the project and report it to Capital Projects Department IMMEDIATELY. Contractor shall not proceed with work in area of any leaks until directed by WCSD Construction Project Manager. Gas line leaks at project completion shall be the responsibility of the Contractor and be repaired by a qualified, licensed contractor at NO cost to WCSD.

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

#### **R. WATER SYSTEM DISTURBANCE**

The work may involve the disturbance of a facilities water distribution system and, as such, the Contractor is required to comply with the Water System Disturbance Permit Appendix section of the Material, Water & Lead Disturbance Permit for any work impacting a facility water system.

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

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

If Contractors have any questions regarding the requirements of the Water System Disturbance Permit please call: Environmental Compliance Officer at (775) 851-5675.

#### **S. ASBESTOS DISTURBANCE**

The work may involve disturbance of materials which contain asbestos as such, the project may involve "small scale, short duration" asbestos disturbance also termed "attachments and penetrations". In these instances, the Contractor is required to use a hole saw or drill with the appropriate tools as specified. In the event the Contractor cannot use a hole saw or drill, said Contractor shall notify the Capital Projects Department. If the Owner finds that the information provided by the Contractor to be accurate and true, the Owner will make the necessary arrangements to abate the area needed. It will be the Contractor's responsibility to clearly mark the area needed for abatement and to accommodate the necessary schedule and work areas needed for the Owner to complete the abatement. If the Owner finds that the attachment and penetration can be

completed with a hole saw or drill, it shall be the Contractor's responsibility to either perform said work if qualified or have the option to hire a qualified subcontractor. The Asbestos Hazard Emergency Response Act of 1986 required a minimum of sixteen (16) hours of "awareness" training for personnel performing the disturbance. The Contractor shall be responsible for assurances that the personnel doing the work have been properly trained. The Contractor shall submit to the Owner copies of Certificates of Completion of training for those personnel doing the work. These certificates will not be returned, but rather kept for the Owner's records.

The Contractor shall carefully comply with all items of the Material, Water & Lead Disturbance Permit and shall review the permit and become familiar with its contents prior to quote preparation and any construction. The permit as well as the Asbestos Hazard Emergency Response Act (AHERA) Management Plan are hereby made a part of this specification and agreement to the same extent as if bound herein and shall apply to all Contractors and subcontractors.

Building materials that may be disturbed during the course of construction and/or demolition will be tested for the presence of asbestos. These materials have been identified as asbestos containing or non-asbestos containing on the Material, Water & Lead Disturbance permit(s) by the RS&A Manager. This sheet(s) must be referred to before any work commences. All asbestos containing material must be handled by Contractors and/or individuals trained and certified in the removal of asbestos containing building materials. No asbestos containing materials shall be disturbed prior to authorization from the Owner. If any material is encountered that is not listed on sheet(s) it shall immediately be brought to the attention of the RS&A Manager of the WCSD [(775) 851-5675] before any work continues that might disturb this material. If any building material listed in the disturbance permit as containing asbestos is improperly disturbed, in the opinion of the Owner, by the Contractor or their subcontractor, the Owner will immediately hire a third party asbestos consultant to investigate possible asbestos contamination and an asbestos Contractor to perform any recommended clean-up.

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

Air Sampling results, if required by the Material Disturbance Permit will be supplied to the RS&A Department and the Capital Projects Project Manager within seventy-two (72) hours of the completion of a disturbance. Laboratory results will be faxed to (775) 851-5695 directly from the laboratory providing analysis within the seventy-two (72) hour period. Hand written results will not be allowed.

The Material, Water & Lead Disturbance Permit shall be in the following form. The pages of the permit are also located on one sheet of the drawings. The Contractor and his/her workers shall be responsible to compare the materials

listed and follow the instruction given.

John Nolan, Regulated Systems and Assessment Supervisor  
Washoe County School District  
(775) 851-5675

## **T. LEAD**

### **Lead in Paints and Coatings in WCSD facilities**

#### **1. PRE-1978**

Paint and coating sampling has shown that most paints and coatings contain some levels of lead in the WCSD's Pre-1978 facilities. Therefore, all persons performing any disturbance to coatings or paints in our Pre-1978 constructed facilities must utilize lead safe work practices. In addition, any person performing any disturbance to paints or coatings must have taken an OSHA lead action level training class from a WCSD RS&A Department approved training provider. If the facility is a kindergarten through 6<sup>th</sup> grade elementary school, the Contractor must also comply with the Renovation, Repair and Painting Regulation Section listed below.

Lead safe work practices are identified in the EPA guidance document titled "Steps to lead safe renovation, repair and painting", pages 12 thru 23. This document is available electronically at <http://www.epa.gov/lead/pubs/steps.pdf>. The Contractor shall submit lead safe work practice procedures and all OSHA action level training certificates to the Capital Projects Department. The Capital Projects Department must submit a copy to the RS&A Department for approval of these documents prior to any disturbance. The RS&A Department will notify the Contractor upon approval of these documents.

Once this approval is received, the Contractor may schedule work, but must notify the RS&A Department immediately prior to conducting work that disturbs lead containing materials. The Contractor shall provide this notice by calling the RS&A Department at (77) 851-5675. RS&A Department personnel, Capital Projects Department personnel, and other WCSD personnel may conduct site visits to ensure compliance with the Contractor's submitted and approved procedures.

#### **2. POST – 1978 WCSD BUILDING**

Paints and coatings on materials other than metal surfaces and ceramic wall tile, typically do not contain significant amounts of lead in the WCSD Post – 1978 constructed facilities. It is ok to disturb these materials without sampling unless the Contractor determines sampling is in their best interest. Such sampling will be paid for by the Contractor.

Ceramic wall tile glaze typically contains high lead concentrations. Paint or coatings on metal surfaces typically contain lead in WCSD facilities; therefore ceramic tile and paints/coatings on metal will be treated as

containing lead unless sampling proves otherwise. Contractor is responsible for paying for any sampling necessary to prove these materials do not contain lead. The Contractor must submit sampling results to the Capital Projects Department who then must submit the results to the RS&A Department for approval prior to any disturbance of the material. The Contractor has the option to assume the paint on metal surfaces and ceramic tile glaze contains lead instead of sampling.

The Contractor must utilize lead safe work practices if lead is present or assumed to be present in materials to be disturbed. The Contractor must ensure all persons performing any disturbance of lead containing materials must have taken an OSHA lead action level training class from a WCSD RS&A Department approved training provider.

Lead safe work practices are identified in the EPA guidance document titled "steps to lead safe renovation, repair and painting", pages 12 thru 23. This document is available electronically at <http://www.epa.gov/lead/pubs/steps.pdf>. The Contractor shall submit lead safe work practice procedures and all OSHA action level training certificates to the Capital Projects Department. The Capital Projects Department must submit a copy to the RS&A Department for approval of these documents prior to any disturbance. RS&A Department will notify the Contractor upon approval of these documents.

Once this approval is received the Contractor may schedule work but must notify the RS&A Department immediately prior to conducting work that disturbs lead containing materials. Contractor shall provide this notice by calling the RS&A Department at (775) 851-5675. RS&A Department personnel, Capital Projects Department personnel, and other WCSD personnel may conduct site visits to ensure compliance with the Contractor's submitted and approved procedures.

### 3. RENOVATION, REPAIR & PAINTING REGULATIONS – 40 CFR PART 745.81

Effective April 22, 2010 Contractors will be required to be trained and registered with the EPA to conduct regulation applicable renovations, repairs and painting in all elementary schools or child occupied WCSD facilities constructed prior to 1978.

In addition, Contractors must have a minimum of one supervisor on-site that has successfully attended and passed a one (1) day Lead Renovation, Repair and Painting (RR&P) course before working in any elementary schools or child occupied WCSD facilities constructed prior to 1978. The supervisors training certification must remain current. Recertification requirements through the attendance of refresher courses are a requirement of this regulation. The supervisor must be on-site throughout the project. The certified supervisor is responsible for ensuring that lead safe work practices are utilized per this regulation as

well as per all WCSD lead requirements and policies that may be more stringent than the EPA and OSHA regulations.

Lead safe work practices are identified in the EPA guidance document titled "steps to lead safe renovation, repair and painting", pages 12 thru 23. This document is available electronically at <http://www.epa.gov/lead/pubs/steps.pdf>. The Contractor shall submit lead safe work practice procedures and all RR&P, and OSHA action level training certificates to the Capital Projects Department. The Capital Projects Department must submit a copy to the RS&A Department for approval of these documents prior to any disturbance. The RS&A Department will notify the Contractor upon approval of these documents.

Once this approval is received the Contractor may schedule work but must notify the RS&A Department immediately prior to conducting work that disturbs lead containing materials. The Contractor shall provide this notice by calling (775) 851-5675. RS&A Department personnel, Capital Projects Department Personnel and other WCSD personnel may conduct site visits to ensure compliance with the Contractor's submitted and approved procedures.

#### **U. INDOOR ENVIRONMENTAL QUALITY**

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

##### **1. EXISTING HVAC SYSTEM**

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

##### **2. SEPARATING OCCUPIED SPACES FROM NON-OCCUPIED**

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

##### **3. VENTILATION**

During the installation of carpet, paints, furnishings and any other VOC emitting products, provide "spot" ventilation during application/installation and for at least twenty-four (24) hours after the work is completed. In most cases, opening windows and doors will not be enough to effectively exhaust contaminants. It is recommended that an exhaust fan be used to pull polluted air out of the building. This can be accomplished by placing a fan in a window or door and temporarily sealing any opening around the fan with plastic. Additionally, a door or window at the opposite end of the room should be opened to allow fresh, outdoor air to flow across the work



area and sweep polluted air out through the exhaust fan. As long as odors are present, the temporary exhaust ventilation must continue to operate. This may include nights and weekends as necessary. Ventilation should continue for a minimum of twenty-four (24) hours after the completion of the project or until there are no more noticeable odors.

**4. CONSTRUCTION DUST**

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

**5. AFTER HOURS SCHEDULING**

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

**6. GASOLINE/DIESEL POWERED EQUIPMENT**

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

**7. MATERIAL SAFETY DATA SHEETS (MSDS)**

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

**8. CONSTRUCTION COMPLETION**

Prior to the occupancy of the building but after the installation of new furniture, carpet, etc the building should be flushed with 100% outside air for one (1) to three (3) days.

**9. AIR FILTERS**

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

**10. MONITORING AIR QUALITY**

Indoor air quality monitoring will be conducted randomly throughout the project. Results and any recommendations will be communicated through the Capital Projects Department.

**11. PRE CONSTRUCTION WORK AREA INSPECTION**

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

## **V. LOCK OUT TAG OUT (LOTO) PROCEDURE**

Contractor will be responsible for the isolation and termination of all building systems that may be impacted by the scope of work within this quote.

Contractor will coordinate all shut-down processes with the Capital Projects Department prior to any shut downs up to and including Lock Out Tag Out procedures twenty-four (24) hours prior to any shut downs. WCSD will make the final determination of which systems and location shall be isolated. All Lock Out Tag Out will be performed at main service panel.

## SECTION 01001 – CONSTRUCTION PROCEDURES FOR EXISTING SCHOOL SITES

### PART 1 – GENERAL

#### 1.1 DESCRIPTION

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

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

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

### PART 2 PRODUCTS (Not Applicable)

### PART 3 EXECUTION (Not Applicable)

END OF SECTION 01001

# WASHOE COUNTY SCHOOL DISTRICT PERSONNEL SAFETY CHECK APPLICATION PROCESS

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

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

SECTION 01020 – WASHOE COUNTY SCHOOL DISTRICT  
PERSONNEL SAFETY CHECK APPLICATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

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

1.3 SUBMITTAL PROCEDURES

A. Required Submittals

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

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

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

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

1.4 PERSONNEL SAFETY CHECK APPLICATION REPORTING FORMAT

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

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

#### 1.5 OWNER'S ACTION AND DISCLOSURES

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

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

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

**ATTACHMENT A (ENGLISH)**

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

The undersigned applicant certifies that:

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

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

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

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

\_\_\_\_\_  
Date

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

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

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

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

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

\_\_\_\_\_  
Date



## ATTACHMENT B (ENGLISH) PERSONNEL SAFETY CHECK APPLICATION

(CONFIDENTIAL – Please Print)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



## ATTACHMENT B (ENGLISH) - CONTINUED

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

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

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

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

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

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

**Fingerprinting Authorization Signature**  
(when required)

### To Be Completed by WCSD Personnel

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

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

☐ Denied  
☐ Approved

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

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

**ATTACHMENT A (SPANISH)**

**CERTIFICACIÓN DEL SOLICITANTE CON RESPECTO AL PERSONAL DE SEGURIDAD CHECK  
APLICACIÓN**

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

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

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

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

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

\_\_\_\_\_  
Fecha

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

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

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

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

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

\_\_\_\_\_  
Fecha



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## ATTACHMENT B (SPANISH) - CONTINUED

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

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

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

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

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

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

Firma de Autorización de Huellas Digitales  
(Cuando sea requerida)

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

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

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

☐ Denied  
☐ Approved

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

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

SECTION 01110 – WASHOE COUNTY SCHOOL DISTRICT  
PREVAILING WAGE SPECIFICATION

***This section only applies if the project has Davis Bacon Wage requirements***

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. General provisions of the Contract, including general and supplementary conditions and other Division 1 Specifications Sections, apply to this section.

1.2 SUMMARY

- A. This section includes administrative and procedural requirements for submittals required for performance of the work, including the following:
1. Subcontractor Notification
  2. Completion Notification
  3. Weekly Wage and Hour Report of Public Works Contractors.
  4. Weekly Wage and Hour Report submittal log.
  5. Certification of bidder regarding penalties for noncompliance
  6. Certification of bidder, proposed contractor or subcontractor regarding debarment, suspension, ineligibility of voluntary exclusion.
- B. Related Sections: the following Section(s) may contain requirements that relate to this section if included:
1. Section 01027 Applications for Payments
  2. Section 01300 Submittals

1.3 SUBMITTAL PROCEDURES

- A. Compensation:
1. No extension of contract time, overhead, or profit will be authorized because of failure to transmit payroll report submittals to the owner sufficiently in advance of progress payment submittals.
- B. Required Submittals

SUBCONTRACTOR NOTIFICATION

1. Each contractor engaged on a public work project shall report to Washoe County School District the name and address of each subcontractor, including subcontractors to the subcontractor, whom he engages for work on the project within 5 calendar days after award by Washoe County School District.

COMPLETION NOTIFICATION

1. The contractor shall notify Washoe County School District when completion of all work performed under the contract is complete.

WEEKLY WAGE AND HOUR REPORTING OF PUBLIC WORKS CONTRACTORS

1. The contractor and all subcontractors are required to submit Certified Weekly Wage and Hour Reports of Public Work Contractors for each weekly payroll to Washoe County School District on the Washoe County School District



form included in this specification. All forms submitted shall contain a certification similar to that on the back of the Wage Report of the State Labor Commissioner. The first weekly report will begin on the Notice to Proceed date and conclude on the following Saturday. If the Notice to Proceed date falls on a Saturday, the first report will only include reporting for that day. All successive reports will begin with the following Sunday and conclude on the following Saturday. All subcontractor report numbers shall coincide with the General Contractors report numbers. If the contractor or subcontractors do not work during any weekly reporting period they still must submit a report indicating no public work project hours were performed for that weekly period. When contract scope of work is completed, the last report is to be clearly marked "FINAL REPORT."

2. Weekly Wage and Hour Report of Public Works Contractors and Weekly Wage and Hour Report submittal log must be turned into Washoe County School District within 15 calendar days following the end of the month being reported.
3. The contractor is required to submit the Weekly Wage and Hour Report submittal log on a monthly basis on the form provided in this specification. It must include every report number and Weekly Wage and Hour Report ending date provided by each contractor and subcontractor. If the Weekly Wage and Hour Reports submittal log is not complete and Weekly Wage and Hour Reports of Public Work Contractors for each weekly payroll have not been provided, then the monthly progress payment will not be provided until these submittals are completed, transmitted and approved by Washoe County School District.

#### CERTIFICATION OF BIDDERS

1. The Contractor shall sign and submit the forms located at the end of this section prior to award of the contract.
  - Certification of bidder regarding penalties for noncompliance with Nevada prevailing wage requirements.
  - Certification of bidder, proposed contractor or subcontractor regarding debarment, suspension, ineligibility of voluntary exclusion.

#### 1.4 WEEKLY WAGE AND HOUR REPORT OF PUBLIC WORKS CONTRACTORS REPORTING FORMAT

- A. Prepare Weekly Wage and Hour Reports of Public Works recording the following information concerning Public Work Project Hours performed by the contractor and all Subcontractors. The following information must be provided for each employee on this public works project:
  1. Employee Name
  2. Work Classification
    - Level and Characteristics
    - Group
    - Zone pay amount
    - Equipment type if applicable
  3. Hours worked by day, standard and overtime
  4. Total hours for the week
  5. Hourly rate of pay, standard and overtime
  6. Prevailing hourly fringe benefit, broken down into categories
  7. Total hourly rate of pay plus prevailing hourly fringe benefit paid
  8. Applicable hourly prevailing wage rate
- B. Prepare the Weekly Wage and Hour Report submittal log recording the following information concerning weekly reports from the contractor and all Subcontractors.

1. Report Number
2. Ending date for the Payroll Period
3. Contractors name and the date the report was submitted to Washoe County.
4. Subcontractors name and the date the report was submitted to the Contractor.

#### 1.5 OWNER'S ACTION

- A. The owner will review each submittal, mark to indicate action taken, and provide review and acceptance.
1. Compliance with submittal requirements is the Contractors' responsibility.

#### 1.6 POSTINGS/SIGNAGE

1. Each contractor engaged on a public work must post the applicable prevailing rate of wages for the project on the site of the public work in a generally visible place to workmen.
2. Each contractor engaged on a public work must provide a sign with a white background and 6" black lettering stating "Posted prevailing wages apply to this public works project". This sign must be posted on the site of the public work in a generally visible place to workmen. This will be maintained by the Contractor throughout the construction phase from the Notice to Proceed date through completion of the project.

#### PART 2 - PRODUCTS (NOT APPLICABLE)

#### PART 3 - EXECUTION (NOT APPLICABLE)

CERTIFICATION OF BIDDER, PROPOSED CONTRACTOR OR SUBCONTRACTOR  
REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY OR VOLUNTARY EXCLUSION

The undersigned bidder, proposed contractor or subcontractor certified, to the best of his knowledge and belief, that:

1. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this contract by any Federal department, agency, or program.
2. Neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in public works contracts by the Nevada Labor Commissioner.
3. Where either the bidder or subcontractor is unable to certify to any of the above statements, the bidder or subcontractor shall attach an explanation as to why a certification cannot be submitted.

---

Name of Bidder, Proposed Contractor or Subcontractor

---

Name and Title of Authorized Representative

---

Signature

---

Date



CERTIFICATION OF BIDDER REGARDING PENALTIES FOR NONCOMPLIANCE WITH  
NEVADA PREVAILING WAGE REQUIREMENTS

The undersigned bidder, proposed contractor or subcontractor certifies that:

1. This contract is for a public work as set forth in Nevada Revised Statutes Chapter 338.
2. A contractor engaged on a public work shall forfeit, as a penalty to the public body in behalf of which the contract has been made and awarded to the contractor, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed on the public work
  - A. Is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under him.
  - B. For which the Contractor or Subcontractor willfully included inaccurate or incomplete information in the monthly record required to be submitted to the public body.
  - C. Is not reported accurately to the public body awarding the contract as required pursuant to subsection 5 of NRS 338.070.
  - D. If a violation of more than one provision of this section involves the same workman, the Contractor shall forfeit the penalty set forth in each subsection that was violated.
3. If a penalty is imposed pursuant to this section, the costs of the proceeding, including investigative costs and attorney's fees, may be recovered by the labor commissioner.

---

Name of Bidder

---

Name and Title of Authorized Representative

---

Signature

---

Date

## Washoe County School District

## WEEKLY WAGE AND HOUR REPORT SUBMITTAL LOG

[illegible]



**Washoe County  
School District**

**WEEKLY WAGE AND HOUR REPORT OF PUBLIC WORK CONTRACTORS FOR THE PAYROLL PERIOD ENDING**

Month and Day \_\_\_\_\_ Year \_\_\_\_\_

PAY DATE

Month and Day \_\_\_\_\_ Year \_\_\_\_\_

Report # \_\_\_\_\_ ☐ Regular Weekly Report ☐ Final Report

Project Title \_\_\_\_\_ Public Body Awarding Contract **Washoe County School District**

Washoe County School District Bid # \_\_\_\_\_

☐ Prime Contractor Name & Address \_\_\_\_\_ License # \_\_\_\_\_

☐ Subcontractor Name & Address \_\_\_\_\_ License # \_\_\_\_\_

Employee Name & State/Jurisdiction on that Issued Identification	Work Classification	Hours Worked By Day							Total Hours For Week	Hourly Rate Of Pay including fringe	Hourly Fringe Benefit Contribution				Gross Amount Earned For Week	Net Wage Paid For Week
		S	M	T	W	T	F	S			H & W	Pen.	Vac.	App. Trg	Other	
	S															
	O															
	S															
	O															

Report Hours For Above Referenced Public Works Project Only

Report Hours For Above Referenced Public Works Project Only

[illegible]

Date \_\_\_\_\_

I, \_\_\_\_\_ (Name of Signatory Party) \_\_\_\_\_ (Title)

do hereby state:

(1) That I pay or supervise the payment of the persons employed by

\_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ on the \_\_\_\_\_  
(Building or Work) \_\_\_\_\_ that during the payroll period commencing on the \_\_\_\_\_

\_\_\_\_\_ day of \_\_\_\_\_, and ending the \_\_\_\_\_ day of \_\_\_\_\_,  
all persons employed on said project have been paid the full weekly wages earned, that no rebates have been or will be made either directly or indirectly to or on behalf of said

\_\_\_\_\_ (Contractor or Subcontractor) \_\_\_\_\_ from the full

weekly wages earned by any person and that no deductions have been made either directly or indirectly from the full wages earned by any person, other than permissible deductions as defined in Regulations, Part 3 (29 C.F.R. Subtitle A), issued by the Secretary of Labor under the Copeland Act, as amended (48 Stat. 948, 63 Stat. 108, 72 Stat. 967; 76 Stat. 357; 40 U.S.C. § 3145), and described below:

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

(2) That any payrolls otherwise under this contract required to be submitted for the above period are correct and complete; that the wage rates for laborers or mechanics contained therein are not less than the applicable wage rates contained in any wage determination incorporated into the contract; that the classifications set forth therein for each laborer or mechanic conform with the work he performed.

(3) That any apprentices employed in the above period are duly registered in a bona fide apprenticeship program registered with a State apprenticeship agency recognized by the Bureau of Apprenticeship and Training, United States Department of Labor, or if no such recognized agency exists in a State, are registered with the Bureau of Apprenticeship and Training, United States Department of Labor.

(4) That:  
(a) WHERE FRINGE BENEFITS ARE PAID TO APPROVED PLANS, FUNDS, OR PROGRAMS

☐ -- in addition to the basic hourly wage rates paid to each laborer or mechanic listed in the above referenced payroll, payments of fringe benefits as listed in the contract have been or will be made to appropriate programs for the benefit of such employees, except as noted in section 4(c) below.

to

(b) WHERE FRINGE BENEFITS ARE PAID IN CASH

☐ -- Each laborer or mechanic listed in the above referenced payroll has been paid, as indicated on the payroll, an amount not less than the sum of the applicable basic hourly wage rate plus the amount of the required fringe benefits as listed in the contract, except as noted in section 4(c) below.

(c) EXCEPTIONS

EXCEPTION (CRAFT)	EXPLANATION

REMARKS:

NAME AND TITLE	SIGNATURE
THE WILLFUL FALSIFICATION OF ANY OF THE ABOVE STATEMENTS MAY SUBJECT THE CONTRACTOR OR SUBCONTRACTOR TO CIVIL OR CRIMINAL PROSECUTION. SEE SECTION 1001 OF TITLE 18 AND SECTION 231 OF TITLE 31 OF THE UNITED STATES CODE.	



**NON-PERFORMANCE PAYROLL REPORT FOR PUBLIC WORKS PROJECTS**

Report # \_\_\_\_\_ Regular Weekly Report \_\_\_\_\_ Final Report for Project \_\_\_\_\_

Bid/Project # \_\_\_\_\_

Project Title \_\_\_\_\_

Prime Contractor Name \_\_\_\_\_

Subcontractor Name \_\_\_\_\_

Public Body Awarding Contract \_\_\_\_\_

Payroll period \_\_\_\_\_ to \_\_\_\_\_  
Month and Day Year Month and Day Year

I hereby certify that no employees or owner/operators were used on the construction of this Public Works project during the payroll period above.

Name/Print \_\_\_\_\_ Signature \_\_\_\_\_ Title \_\_\_\_\_

\_\_\_\_\_  
Date

## Federal Labor Standards Provisions

## U.S. Department of Housing and Urban Development Office of Labor Relations

### Applicability

The Project or Program to which the construction work covered by this contract pertains is being assisted by the United States of America and the following Federal Labor Standards Provisions are included in this Contract pursuant to the provisions applicable to such Federal assistance.

**A. 1. (i) Minimum Wages.** All laborers and mechanics employed or working upon the site of the work, will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR Part 3), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the contractor and such laborers and mechanics. Contributions made or costs reasonably anticipated for bona fide fringe benefits under Section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of 29 CFR 5.5(a)(1)(iv); also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs, which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period.

Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: Provided, That the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under 29 CFR 5.5(a)(1)(ii) and the Davis-Bacon poster (WH-1321) shall be posted at all times by the contractor and its subcontractors at the site of the work in a prominent and accessible, place where it can be easily seen by the workers.

**(ii) (a)** Any class of laborers or mechanics which is not listed in the wage determination and which is to be employed under the contract shall be classified in conformance with the wage determination. HUD shall approve an additional classification and wage rate and fringe benefits therefor only when the following criteria have been met:

**(1)** The work to be performed by the classification requested is not performed by a classification in the wage determination; and

**(2)** The classification is utilized in the area by the construction industry; and

**(3)** The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

**(b)** If the contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and HUD or its designee agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken shall be sent by HUD or its designee to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, D.C. 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB control number 1215-0140.)

**(c)** In the event the contractor, the laborers or mechanics to be employed in the classification or their representatives, and HUD or its designee do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), HUD or its designee shall refer the questions, including the views of all interested parties and the recommendation of HUD or its designee, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise HUD or its designee or will notify HUD or its designee within the 30-day period that additional time is necessary. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**(d)** The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii)(b) or (c) of this paragraph, shall be paid to all workers performing work in the classification under this contract from the first day on which work is performed in the classification.

**(iii)** Whenever the minimum wage rate prescribed in the contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the contractor shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

**(iv)** If the contractor does not make payments to a trustee or other third person, the contractor may consider as part

of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, Provided, That the Secretary of Labor has found, upon the written request of the contractor, that the applicable standards of the Davis-Bacon Act have been met. The Secretary of Labor may require the contractor to set aside in a separate account assets for the meeting of obligations under the plan or program. (Approved by the Office of Management and Budget under OMB Control Number 1215-0140.)

**2. Withholding.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the contractor under this contract or any other Federal contract with the same prime contractor, or any other Federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held by the same prime contractor so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees and helpers, employed by the contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee or helper, employed or working on the site of the work, all or part of the wages required by the contract, HUD or its designee may, after written notice to the contractor, sponsor, applicant, or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased. HUD or its designee may, after written notice to the contractor, disburse such amounts withheld for and on account of the contractor or subcontractor to the respective employees to whom they are due. The Comptroller General shall make such disbursements in the case of direct Davis-Bacon Act contracts.

**3. (i) Payrolls and basic records.** Payrolls and basic records relating thereto shall be maintained by the contractor during the course of the work preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work. Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in Section 1(b)(2)(B) of the Davis-bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29 CFR 5.5 (a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in Section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been

communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs. (Approved by the Office of Management and Budget under OMB Control Numbers 1215-0140 and 1215-0017.)

**(ii) (a)** The contractor shall submit weekly for each week in which any contract work is performed a copy of all payrolls to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i) except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g., the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at <http://www.dol.gov/esa/whd/forms/wh347instr.htm> or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker, and shall provide them upon request to HUD or its designee if the agency is a party to the contract, but if the agency is not such a party, the contractor will submit the payrolls to the applicant sponsor, or owner, as the case may be, for transmission to HUD or its designee, the contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. It is not a violation of this subparagraph for a prime contractor to require a subcontractor to provide addresses and social security numbers to the prime contractor for its own records, without weekly submission to HUD or its designee. (Approved by the Office of Management and Budget under OMB Control Number 1215-0149.)

**(b)** Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the contractor or subcontractor or his or her agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

**(1)** That the payroll for the payroll period contains the information required to be provided under 29 CFR 5.5 (a)(3)(ii), the appropriate information is being maintained under 29 CFR 5.5(a)(3)(i), and that such information is correct and complete;



(2) That each laborer or mechanic (including each helper, apprentice, and trainee) employed on the contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR Part 3;

(3) That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of work performed, as specified in the applicable wage determination incorporated into the contract.

(c) The weekly submission of a properly executed certification set forth on the reverse side of Optional Form WH-347 shall satisfy the requirement for submission of the "Statement of Compliance" required by subparagraph A.3.(ii)(b).

(d) The falsification of any of the above certifications may subject the contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The contractor or subcontractor shall make the records required under subparagraph A.3.(i) available for inspection, copying, or transcription by authorized representatives of HUD or its designee or the Department of Labor, and shall permit such representatives to interview employees during working hours on the job. If the contractor or subcontractor fails to submit the required records or to make them available, HUD or its designee may, after written notice to the contractor, sponsor, applicant or owner, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records available may be grounds for debarment action pursuant to 29 CFR 5.12.

#### **4. Apprentices and Trainees.**

(i) **Apprentices.** Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship Training, Employer and Labor Services, or with a State Apprenticeship Agency recognized by the Office, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Office of Apprenticeship Training, Employer and Labor Services or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who

is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringes shall be paid in accordance with that determination. In the event the Office of Apprenticeship Training, Employer and Labor Services, or a State Apprenticeship Agency recognized by the Office, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(ii) **Trainees.** Except as provided in 29 CFR 5.16, trainees will not be permitted to work at less than the predetermined rate for the work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination which provides for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate who is not registered and participating in a training plan approved by

the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any trainee performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

**(iii) Equal employment opportunity.** The utilization of apprentices, trainees and journeymen under 29 CFR Part 5 shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

**5. Compliance with Copeland Act requirements.** The contractor shall comply with the requirements of 29 CFR Part 3 which are incorporated by reference in this contract

**6. Subcontracts.** The contractor or subcontractor will insert in any subcontracts the clauses contained in subparagraphs 1 through 11 in this paragraph A and such other clauses as HUD or its designee may by appropriate instructions require, and a copy of the applicable prevailing wage decision, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in this paragraph.

**7. Contract termination; debarment.** A breach of the contract clauses in 29 CFR 5.5 may be grounds for termination of the contract and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

**8. Compliance with Davis-Bacon and Related Act Requirements.** All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract

**9. Disputes concerning labor standards.** Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the contractor (or any of its subcontractors) and HUD or its designee, the U.S. Department of Labor, or the employees or their representatives.

**10. (i) Certification of Eligibility.** By entering into this contract the contractor certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be

awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(ii)** No part of this contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of Section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1) or to be awarded HUD contracts or participate in HUD programs pursuant to 24 CFR Part 24.

**(iii)** The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001. Additionally, U.S. Criminal Code, Section 1 01 0, Title 18, U.S.C., "Federal Housing Administration transactions", provides in part: "Whoever, for the purpose of . . . influencing in any way the action of such Administration..... makes, utters or publishes any statement knowing the same to be false..... shall be fined not more than \$5,000 or imprisoned not more than two years, or both."

**11. Complaints, Proceedings, or Testimony by Employees.** No laborer or mechanic to whom the wage, salary, or other labor standards provisions of this Contract are applicable shall be discharged or in any other manner discriminated against by the Contractor or any subcontractor because such employee has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or relating to the labor standards applicable under this Contract to his employer.

**B. Contract Work Hours and Safety Standards Act.** The provisions of this paragraph B are applicable where the amount of the prime contract exceeds \$100,000. As used in this paragraph, the terms "laborers" and "mechanics" include watchmen and guards.

**(1) Overtime requirements.** No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which the individual is employed on such work to work in excess of 40 hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of 40 hours in such workweek.

**(2) Violation; liability for unpaid wages; liquidated damages.** In the event of any violation of the clause set forth in subparagraph (1) of this paragraph, the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in subparagraph (1) of this paragraph, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of 40 hours without payment of the overtime wages required by the clause set forth in subparagraph (1) of this paragraph.

**(3) Withholding for unpaid wages and liquidated damages.** HUD or its designee shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contract, or any other Federally-assisted contract subject to the Contract Work Hours and Safety Standards Act which is held by the same prime contractor such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in subparagraph (2) of this paragraph.

**(4) Subcontracts.** The contractor or subcontractor shall insert in any subcontracts the clauses set forth in subparagraph (1) through (4) of this paragraph and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in subparagraphs (1) through (4) of this paragraph.

**C. Health and Safety.** The provisions of this paragraph C are applicable where the amount of the prime contract exceeds \$100,000.

**(1)** No laborer or mechanic shall be required to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his health and safety as determined under construction safety and health standards promulgated by the Secretary of Labor by regulation.

**(2)** The Contractor shall comply with all regulations issued by the Secretary of Labor pursuant to Title 29 Part 1926 and failure to comply may result in imposition of sanctions pursuant to the Contract Work Hours and Safety Standards Act, (Public Law 91-54, 83 Stat 96). 40 USC 3701 et seq.

**(3)** The contractor shall include the provisions of this paragraph in every subcontract so that such provisions will be binding on each subcontractor. The contractor shall take such action with respect to any subcontractor as the Secretary of Housing and Urban Development or the Secretary of Labor shall direct as a means of enforcing such provisions.

## SECTION 01700 - CONTRACT CLOSEOUT

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout including, but not limited to, the following:
  - 1. Inspection procedures.
  - 2. Project record document submittal.
  - 3. Operation and maintenance manual submittal.
  - 4. Submittal of warranties.
  - 5. Final cleaning.
- B. Closeout requirements for specific construction activities are included in the appropriate Sections in Divisions 2 through 16.

#### 1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for certification of Substantial Completion, complete the following. List exceptions in the request.
  - 1. In the Application for Payment that coincides with, or first follows, the date Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
    - a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
    - b. If 100 percent completion cannot be shown, include a list of incomplete items, the value of incomplete construction, and reasons the Work is not complete.
  - 2. Advise the Owner of pending insurance changeover requirements.
  - 3. Submit specific warranties, workmanship bonds, maintenance agreements, final certifications, and similar documents.
  - 4. Obtain and submit releases enabling the Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  - 5. Submit record drawings, maintenance manuals, final project photographs, damage or settlement surveys, property surveys, and similar final record information.
  - 6. Deliver tools, spare parts, extra stock, and similar items.
  - 7. Make final changeover of permanent locks and transmit keys to the Owner. Advise the Owner's personnel of changeover in security provisions.
  - 8. Complete startup testing of systems and instruction of the Owner's operation and maintenance personnel. Discontinue and remove temporary facilities from the site, along with mockups, construction tools, and similar elements.
  - 9. Complete final cleanup requirements, including touchup painting.

10. Touch up and otherwise repair and restore marred, exposed finishes.

B. Inspection Procedures: On receipt of a request for inspection, the Architect will either proceed with inspection or advise the Contractor of unfilled requirements. The Architect will prepare the Certificate of Substantial Completion following inspection or advise the Contractor of construction that must be completed or corrected before the certificate will be issued.

1. The Architect will repeat inspection when requested and assured that the Work is substantially complete.
2. Results of the completed inspection will form the basis of requirements for final acceptance.

#### 1.4 FINAL ACCEPTANCE

A. Preliminary Procedures: Before requesting final inspection for certification of final acceptance and final payment, complete the following. List exceptions in the request.

1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and completed operations where required.
2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
3. Submit a certified copy of the Architect's final inspection list of items to be completed or corrected, endorsed and dated by the Architect. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance and shall be endorsed and dated by the Architect.
4. Submit consent of surety to final payment.
5. Submit a final liquidated damages settlement statement.
6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
7. Submit final meter readings for utilities a measured record of stored fuel, and similar data as of the date of Substantial Completion or when the Owner took possession of and assumed responsibility for corresponding elements of the work.

B. Reinspection Procedure: The Architect will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Architect.

1. Upon completion of reinspection, the Architect will prepare a certificate of final acceptance. If the Work is incomplete, the Architect will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
2. If necessary, reinspection will be repeated.
3. The Cost for any Architectural services for reinspection is the contractor's sole responsibility.

#### 1.5 RECORD DOCUMENT SUBMITTALS

A. General: Do not use record documents for construction purposes. Protect record documents from deterioration and loss in a secure, fire-resistant location. Provide access to record documents for the Architect's reference during normal working hours.

B. Record Drawings: Maintain a clean, undamaged set black line white-prints of Contract Drawings and Shop Drawings. Mark the set to show the actual installation where the installation varies from the Work as originally shown. Mark which drawing is most capable of showing conditions fully and accurately. Where Shop Drawings are used, record a cross-reference at the corresponding location on the Contract Drawings. Give particular attention to concealed elements that would be difficult to measure and record at a later date. At the conclusion of the project, this record set of prints shall be submitted to the architect

for his review and comment. If the record set of prints is found to be complete and accurate, the prints shall be returned to the Contractor, and the Contractor shall then transcribe those change and revisions onto a set of reverse sepia mylar reproducible prints. The changes and revisions shall be transcribed onto the mylar reproducible prints by competent draftsman skilled in drafting on mylar. The Contractor shall submit both the blue line prints and the reproducible mylars to the Architect, and if in the opinion of the Architect, the work has been suitably completed, he shall forward the reverse sepia mylar reproducible prints to the Owner and the blue line prints shall be returned to the Contractor.

**Record drawings must be reviewed and approved prior to each pay request by the Owners representative. The drawings should reflect the work that has been accomplished during the time period of the pay request. Lack of Record Drawings approval at a pay request will result in delay in pay request.**

1. Mark record sets with red erasable pencil. Use other colors to distinguish between variations in separate categories of the Work.
2. Mark new information that is important to the Owner but was not shown on Contract Drawings or Shop Drawings.
3. Note related change-order numbers where applicable.
4. Organize record drawing sheets into manageable sets. Bind sets with durable-paper cover sheets; print suitable titles, dates, and other identification on the cover of each set.
5. Provide record drawings using electronic media, Auto Cadd compatible. Original media will be provided for Contractor to make required Record Drawing Notations.

- C. Record Specifications: Maintain one complete copy of the Project Manual, including addenda. Include with the Project Manual one copy of other written construction documents, such as Change Orders and modifications issued in printed form during construction. **Record specifications must be reviewed and approved prior to each pay request by the Owners representative. The specifications should reflect the work that has been accomplished during the time period of the pay request. Lack of Record Specification approval at a pay request will result in delay in pay request.**

1. Mark these documents to show substantial variations in actual Work performed in comparison with the text of the Specifications and modifications.
2. Give particular attention to substitutions and selection of options and information on concealed construction that cannot otherwise be readily discerned later by direct observation.
3. Note related record drawing information and Product Data.
4. Upon completion of the Work, submit record Specifications to the Architect for the Owner's records.

- D. Record Product Data: Maintain one copy of each Product Data submittal. Note related Change Orders and markup of record drawings and Specifications.

1. Mark these documents to show significant variations in actual Work performed in comparison with information submitted. Include variations in products delivered to the site and from the manufacturer's installation instructions and recommendations.
2. Give particular attention to concealed products and portions of the Work that cannot otherwise be readily discerned later by direct observation.
3. Upon completion of markup, submit complete set of record Product Data to the Architect for the Owner's records.

- E. Record Sample Submitted: Immediately prior to Substantial Completion, the Contractor shall meet with the Architect and the Owner's personnel at the Project Site to determine which Samples are to be transmitted to the Owner for record purposes. Comply with the Owner's instructions regarding delivery to the Owner's Sample storage area.

- F. Miscellaneous Record Submittals: Refer to other Specification Sections for requirements of miscellaneous record keeping and submittals in connection with actual performance of the Work. Immediately prior to the date or dates of Substantial Completion, complete miscellaneous records and place in good order. Identify miscellaneous records properly and bind or file, ready for continued use and reference. Submit to the Architect for the Owner's records.
- G. Maintenance Manuals: Organize operation and maintenance data into suitable sets of manageable size. Bind properly indexed data in individual, heavy-duty, 2-inch-, 3-ring, vinyl-covered binders, with pocket folders for folded sheet information. Mark appropriate identification on front and spine of each binder. Include the following types of information:
1. Emergency instructions.
  2. Spare parts list.
  3. Copies of warranties.
  4. Wiring diagrams.
  5. Recommended "turn-around" cycles.
  6. Inspection procedures.
  7. Shop Drawings and Product Data.
  8. Fixture lamping schedule.

## PART 2 - PRODUCTS (Not Applicable)

## PART 3 - EXECUTION

### 3.1 CLOSEOUT PROCEDURES

- A. Operation and Maintenance Instructions: Arrange for each Installer of equipment that requires regular maintenance to meet with the Owner's personnel to provide instruction in proper operation and maintenance. Provide instruction by manufacturer's representatives if installers are not experienced in operation and maintenance procedures. Include a detailed review of the following items:
1. Maintenance manuals.
  2. Record documents.
  3. Spare parts and materials.
  4. Tools.
  5. Lubricants.
  6. Fuels
  7. Identification systems.
  8. Control sequences.
  9. Hazards.
  10. Cleaning.
  11. Warranties and bonds.
  12. Maintenance agreements and similar continuing commitments.
- B. As part of instruction for operating equipment, demonstrate the following procedures:
1. Startup.
  2. Shutdown.
  3. Emergency operations.
  4. Noise and vibration adjustments.
  5. Safety procedures.
  6. Economy and efficiency adjustments.

7. Effective energy utilization.

### 3.2 FINAL CLEANING

- A. General: The General Conditions require general cleaning during construction. Regular site cleaning is included in Division 1 Section "Construction Facilities and Temporary Controls."
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to the condition expected in a normal, commercial building cleaning and maintenance program. Comply with manufacturer's instructions.
  1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion.
    - a. Remove labels that are not permanent labels.
    - b. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials.
    - c. Clean exposed exterior and interior hard-surfaced finishes to a dust-free condition, free of stains, films, and similar foreign substances. Restore reflective surfaces to their original condition. Leave concrete floors broom clean. Vacuum carpeted surfaces.
    - d. Wipe surfaces of mechanical and electrical equipment. Remove excess lubrication and other substances. Clean plumbing fixtures to a sanitary condition. Clean light fixtures and lamps.
    - e. Clean the site, including landscape development areas, of rubbish, litter, and other foreign substances. Sweep paved areas broom clean; remove stains, spills, and other foreign deposits. Rake grounds that are neither paved nor planted to a smooth, even-textured surface.
- C. Removal of Protection: Remove temporary protection and facilities installed for protection of the Work during construction.
- D. Compliance: Comply with regulations of authorities having jurisdiction and safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on the Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from the site and dispose of lawfully.
  1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.
- E. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the project of rodents, insects and other pests.

END OF SECTION 01700



## SECTION 01710 - FINAL CLEANING

### PART 1 - GENERAL

#### 1.1 RELATED DOCUMENTS

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

#### 1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for final cleaning at Substantial Completion.
- B. Related Sections: The following Sections contain requirements that relate to this Section:
  - 1. Division 1 Section "Construction Facilities and Temporary Controls" specifies general cleanup and waste-removal requirements.
  - 2. Division 1 Section "Contract Closeout" specifies general contract closeout requirements.
  - 3. Special cleaning requirements for specific construction elements are included in appropriate Sections of Divisions 2 through 16.
- C. Multiple Prime Contracts: Each prime contractor is responsible for final cleaning his own Work. The Contractor for General Construction is responsible for coordinating final cleaning of an area or piece of equipment where more than one prime contractor is involved.
- D. Environmental Requirements: Conduct cleaning and waste-disposal operations in compliance with local laws and ordinances. Comply fully with federal and local environmental and antipollution regulations.
  - 1. Do not dispose of volatile wastes, such as mineral spirits, oil, or paint thinner, in storm or sanitary drains.
  - 2. Burning or burying of debris, rubbish, or other waste material on the premises is not permitted.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by the manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

### PART 3 - EXECUTION

#### 3.1 FINAL CLEANING

- A. General: Provide final-cleaning operations when indicated. Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit of Work to the condition expected from a commercial building cleaning and maintenance program. Comply with manufacturer's instructions.

B. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for the entire Project or a portion of the Project.

1. Clean the Project Site, yard and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and foreign substances.
2. Sweep paved areas broom clean. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
3. Remove petrochemical spills, stains, and other foreign deposits.
4. Remove tools, construction equipment, machinery, and surplus material from the site.
5. Remove snow and ice to provide safe access to the building.
6. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural weathering of exterior surfaces. Restore reflective surfaces to their original condition.
7. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
8. Broom clean concrete floors in unoccupied spaces.
9. Vacuum clean carpet and similar soft surfaces, removing debris and excess nap. Shampoo, if required.
10. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other substances that are noticeable vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
11. Remove labels that are not permanent labels.
12. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
  - a. Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
13. Wipe surfaces of mechanical and electrical equipment, elevator equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
14. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
15. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
16. Clean ducts, blowers, and coils if units were operated without filters during construction.
17. Clean food-service equipment to a sanitary condition, ready and acceptable for its intended use.
18. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs and defective and noisy starters in fluorescent and mercury vapor fixtures.
19. Leave the Project clean and ready for occupancy.

C. Pest Control: Engage an experienced, licensed exterminator to make a final inspection and rid the Project of rodents, insects, and other pests. Comply with regulations of local authorities.

D. Removal of Protection: Remove temporary protection and facilities installed during construction to protect previously completed installations during the remainder of the construction period.

E. Compliances: Comply with governing regulations and safety standards for cleaning operations. Remove waste materials from the site and dispose of lawfully.

1. Where extra materials of value remain after completion of associated Work, they become the Owner's property. Dispose of these materials as directed by the Owner.

END OF SECTION 01710