

AB-HAZ ENVIRONMENTAL CORP.



Ab-Haz Environmental Services A fully licensed, insured and certified company will provide all testing equipment, materials and Asbestos Project Inspectors to perform continuous third party asbestos air monitoring and clearance services for Clark County, Division of Facilities Services located 401 South 4th Street in Las Vegas, Nevada. The asbestos consulting and related activity will be performed at the Clark County Centennial Building in Las Vegas, Nevada.

Ab-Haz Environmental will furnish specifications outlining abatement methodology, contractor prequalification, pre-construction submittals, and general requirements.

Ab-Haz Environmental's Asbestos Project Inspector(API) will monitor removal procedures, insurance requirements, applicable federal and state regulations, and disposal procedures, etc. The API will also perform continuous air monitoring and inspection to include work area samples and samples outside of the work area to ensure areas are free from contamination. Acceptable levels outside the work area will be :0.01 fibers/CC or background - Analysis via Phase Contrast Microscopy. Inspection will include checking the engineering controls systems, respiratory protection and decontamination systems, packaging and disposal of asbestos waste, and every aspect of the project which may affect the health and safety of the environment.

Prior to beginning abatement activity the API will collect preliminary air samples for use as background levels to determine the present airborne fiber concentrations.

If at any time during the course of the abatement work airborne fibers exceed the background or 0.01 fibers/CC outside of the work area, Ab-Haz Environmental reserves the right to halt removal activities and require the contractor to take corrective measures to reduce airborne fiber concentrations(misting the air, wet wiping and HEPA vacuuming, etc). Work may not commence until the source of the contamination has been identified

2. Upon completion all abatement projects, Ab-Haz Environmental consultants perform a thorough visual inspection to ensure that work is completed and it is free of dust & debris.
3. Inspections are followed by aggressive air sampling to ensure final microscopy levels are equal to or better than baseline levels found or comparable to outdoor air quality.
4. Preparation of inspection logs and reports of activity during the course of asbestos abatement operations daily.

After all removal is performed and areas are thoroughly cleaned, Ab-Haz Environmental will perform final visual and air testing. Finally, Ab-Haz will submit a written report detailing the method of sampling types of samples taken, decontamination procedure, discussion of work practices, disposal manifest and appendix for all air monitoring. Final reports and certificates will be presented to Clark County, Division of Facilities Services one(1) original and two(2) copies.

Ab-Haz Environmental Services will perform all the aforementioned services for the following fees:

- Continuous Third Party Monitoring.....\$290.00 per day for each six to eight hour shift.
- Analysis of Phase Contrast Microscopy.....\$18.00 per sample
- Project Specifications.....\$800.00

ID NUMBER	BUYER	PROJECT DESCRIPTION	CONTRACTOR	DEPARTMENT	CONTRACT DATE	ALLOTTED COMPLETION TIME (DAYS)	AWARD AMOUNT	REVISED AMOUNT	PROJECTED COMPLETION	PERCENT COMPLETE
739-87	MILCARTY	LIFE SAFETY, PHASE 111B, RETROFIT	MARTIN-HARRIS CONSTRUCTION/ DEL. E. MERR CONSTRUCTION SERVICES, A JOINT VENTURE	PUBLIC WORKS	11/17/87	365 CALENDAR	\$ 6,643,850.00	\$ 6,841,370.26*	12/90	97%
REMARKS: *Change Order No. 5 approved 11/07/89 Punch list in progress. NO UPDATES FROM PUBLIC WORKS FOR SEPTEMBER AND OCTOBER, 1990.										
763-87	MILCARTY	LIFE SAFETY, PHASE 111B ASBESTOS REMOVAL	KEERS ENVIRON- MENTAL, INC.	PUBLIC WORKS	11/17/87	365 CALENDAR	\$ 425,693.00	\$ 447,636.13*	12/90	98%
REMARKS: Close-out in progress. *Includes Change Order Nos. 1, 2 and 3. NO UPDATES FROM PUBLIC WORKS FOR SEPTEMBER AND OCTOBER, 1990.										
829-88	MILCARTY	JONES BOULEVARD IMPROVEMENTS, CARTIER AVENUE TO RANCHO DRIVE	LAS VEGAS PAVING CORP.	PUBLIC WORKS	5/03/88	150 WORKING	\$1,838,619.32	\$ 1,862,772.50	12/90	97%
REMARKS: NO UPDATES FROM PUBLIC WORKS FOR SEPTEMBER AND OCTOBER, 1990.										
914-88	ASHBY	AUTOMATED ACCESS CONTROL SYSTEM	JOHNSON CONTROLS, INC.	AIRPORT	3/21/89	270 DAYS	\$ 2,227,053.00	\$ 2,435,724.47	12/90	99%
REMARKS: (Airport Representative: Tom Korodus) Contractor is working on punchlist and as-builts.										



**WESTERN
TECHNOLOGIES
INC.**

4085 Nevso Drive, Suite G
Las Vegas, Nevada 89103
(702) 252-0580

RECEIVED

DEC 13 1990

FACILITIES SERVICES

December, 11, 1990

Clark County General Services Department
Facilities Services Division
401 South Fourth Street
Las Vegas, Nevada 89101

Attention: Mr. James R. Novak

Proposal No. 7470A219

Reference: Proposal for Development of
Asbestos Containing Material Specifications
310 South Third Street
Las Vegas, Nevada

Dear Mr. Novak:

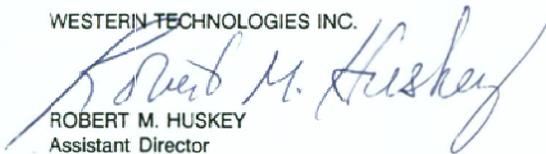
In response to my telephone conversation this date with Ms. Carole Bollinger of the Clark County Purchasing Department, the above referenced proposal is hereby amended as follows:

- o The task described in the scope of work will be completed by January 31, 1991.
- o The cost for the task described in the scope of work will not exceed \$3,750.00.
- o Clark County will issue a purchase order which will become the agreement between Clark County and Western Technologies Inc. for work proposed in Proposal No. 7470A219.
- o The Terms and Conditions paragraph and General Conditions and Indemnity portions of the above referenced proposal hereby deleted.

If these terms meet with your approval, please issue a Purchase Order at your earliest convenience. If you have any questions, or require any additional information, please do not hesitate to contact this office.

Sincerely,

WESTERN TECHNOLOGIES INC.


ROBERT M. HUSKEY
Assistant Director
Environmental Services

/kkp

MEMORANDUM

GENERAL SERVICES DEPARTMENT

EARL HAWKES
Director

TO: DON AIKIN, DIRECTOR OF RISK MANAGEMENT
FROM: JAMES W. MULCAHY, SENIOR BUYER
SUBJECT: CENTENNIAL BUILDING REMODEL (ASBESTOS)
DATE: JUNE 19, 1991

RECEIVED
JUN 20 1991
FACILITIES

Attached is the addendum for the Centennial Building remodel. Please review the insurance clause which I've modified to require asbestos liability, see item 3, paragraph 8.3.10 and the attached sample insurance certificate.

The bid now requires the general contractor to hire a licensed asbestos abatement contractor to perform all removal in compliance with all federal, state and local laws. Your timely review and written comments (if required) are requested by noon, June 24th. This will allow the incorporation of your items into any addendum which may be required. Thank you in advance for your input.

JWM/dl

Attachment

cc: Ralph Bond, Facilities
Kirby Burgess, Budget Analyst
George Cotton, Affirmative Action Manager
Gary Kennard, Facilities
William Lilly, Manager's Office
Jim Novak, Facilities
Alan Pulsipher, Manager's Office
Ron Serger, Budget Analyst
Donald L. Woods, General Services



General Services Department

EARL HAWKER
DIRECTOR

DONALD L. WOODS, J.D.
PURCHASING & CONTRACTS ADMINISTRATOR

BRIDGER BUILDING - 10TH FLOOR
225 BRIDGER AVENUE
LAS VEGAS, NEVADA 89155
(702) 435-4425

CLARK COUNTY, NEVADA
BID NO. 2430-91

INTERIOR REMODEL OF ADMINISTRATIVE OFFICES
IN THE CLARK COUNTY CENTENNIAL BUILDING

June 14, 1991

ADDENDUM NO. 2

BID OVERVIEW:

1. This project was delayed due to asbestos issues. Clark County has determined that the bidders are required to include asbestos abatement and any related cost factors to comply with all federal, state and local laws into their Base Bid. As a registered planholder, you have received this Addendum and are invited to attend a second Prebid Conference and Site Walk-Through. Due to the delay of this Addendum, your firm may request new bid packages up to the equal number of sets originally purchased. To obtain these sets please call the Clark County General Services Department, telephone number (702) 455-4425, state your firm name and the number of sets desired. The requested sets will be available for pickup within two working days from the date of request. Out-of-state bidders' requests shall be mailed within two working days at no additional cost. Failure to call in advance will result in the same waiting periods as identified above. Please note the original specifications and drawings are still in force as amended through Addendum Numbers 1 and 2. A current list of planholders is attached hereto to aid all interested parties.

SECOND PREBID CONFERENCE AND BID OPENING DATES:

2. A second Prebid Conference and Site Walk-Through is scheduled for June 21, 1991 at 9 AM. General contractors and Nevada State Contractor's Board licensed contractors are encouraged to attend the Prebid Conference and the walk-through that will be conducted immediately after the Prebid Conference.

The Bid Opening date is scheduled for July 1, 1991 at 3 PM.

INSTRUCTIONS TO BIDDERS:

3. Page 3-6, Item 8.3, Insurance, change to read as follows:

***8.3 Insurance:**

8.3.1 Prior to execution of a Contract, and not later than fifteen (15) calendar days after notification of award, the successful Bidder shall furnish certificates of insurance as indicated below. The certificates for each insurance policy are to be signed by a person authorized by that insurer and licensed by the State of Nevada.

COMMISSIONERS

Jay Bingham, Chairman • Karen Hayes, Vice-Chairman
Paul J. Christensen, Thalia M. Dondero, William U. Pearson, Don Schlesinger, Bruce L. Woodbury
Donald L. "Pat" Shelmy, County Manager

8.3.2 As a condition precedent to receiving payments, Contractor shall have on file with the Owner current certificates of insurance evidencing the required coverage. Insurance certificates for the Owner should contain the information shown on the sample certificates attached.

8.3.3 Each insurance company's rating as shown in the latest Best's Key Rating Guide shall be fully disclosed and entered on the required certificate of insurance. The adequacy of the insurance supplied by the Contractor, including the rating and financial health of each insurance company providing coverage, is subject to the approval of the Owner.

8.3.4 Contractor shall furnish renewal certificates for the required insurance during the period of coverage required by the contract. Contractor will furnish renewal certificates for the same minimum coverage as required in this Contract. The notice for renewal will be submitted to the Contractor 30 days in advance of the expiration date shown on the certificate of insurance. A second request will be mailed if the certificate is not received within 10 days. If, within 20 days from the date of the notice of renewal, the certificate has still not been provided, the Owner may declare the Contractor in default of its obligation under this paragraph.

8.3.5 Owner, its officers, employees and volunteers must be expressly covered as insureds with respect to liability arising out of the activities by or on behalf of the named insured in connection with this project.

8.3.6 The Contractor's insurance shall be primary as respects Owner, its officers, employees and volunteers. Any other coverage (insurance or otherwise) available to Owner, its officers, employees and volunteers shall be excess over the insurance required of the Contractor and shall not contribute with it.

8.3.7 Each insurance policy supplied by the Contractor must be endorsed to provide that the coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice by certified mail "return receipt requested" has been given to the Owner. This notice requirement does not waive the insurance requirements contained herein.

8.3.8 All deductibles and self-insured retentions shall be fully disclosed in the Certificate of Insurance. No deductible or self-insured retention may exceed \$10,000.

8.3.9 If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than **\$2,000,000** per occurrence or per accident. All aggregates must be fully disclosed and the amount entered on the required certificate of insurance. Contractor's insurer must notify the Owner of any erosion of the aggregate limits. The "per occurrence" limits of insurance required herein must be maintained in full, irrespective of any erosion of aggregate.

8.3.10 The Contractor shall obtain and maintain, for the duration of the Contract or longer period if specified herein, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors of any tier. The cost of such insurance shall be included in Contractor's bid. The Contractor is required to obtain and maintain the following coverages:

8.3.10.1 General Liability: General liability coverage shall be on "occurrence" basis only and not "claims made". The coverage must be provided either on an ISO Commercial General Liability form or an ISO Broad Form Comprehensive General Liability form. Any exceptions to coverages must be fully disclosed on the required certificate. If other than these forms are submitted as evidence of compliance, complete copies of such policy forms must be submitted to Owner within 10 days after notice of award. Policies must include, but need not be limited to, coverages for bodily injury, property damage, personal injury, Broad Form property damage, premises and operations, severability of interest, products and completed operations, contractual and independent contractors. Contractor shall maintain limits of no less than **\$1,000,000** combined single limit per occurrence for bodily injury (including death), personal injury and property damages.

8.3.10.2 Auto Liability: Automobile Liability must provide coverage for claims for damage because of bodily injury or death of any person, or property damage arising out of the ownership, maintenance or use of any motor vehicles whether owned, hired or non-owned. Contractor shall maintain limits of no less than **\$1,000,000** combined single limit "per accident" for bodily injury and property damage.

8.3.10.3 Asbestos Liability: Asbestos liability insurance policy with the minimum limit of **\$1,000,000** per occurrence. A separate insurance certificate shall be provided. A sample certificate is attached hereto as Page 3-11.

8.3.10.3.1 By initiating work in this project the Contractor acknowledges and accepts full responsibility for advising his current insurance carrier(s) of the fact that he is engaging in asbestos abatement work.

8.3.10.3.2 All bidders shall show proof of Nevada Abatement Contractor License and registration with the Nevada Registrar of Contractors. Such proof shall be submitted as a part of the the successful bidder's submittals.

8.3.10.3.3 All bidders shall show proof of and maintain **\$1,000,000** Asbestos Specific (True) per occurrence insurance that will protect the Contractor and Owner from claims that may arise out of or result from the Contractor's activities under this Contract, whether those activities are performed by himself or by any subcontractor or by anyone directly or indirectly employed by any of them or by anyone for whom acts any of them be

liable. The policy shall specifically name the Owner as an additional insured under the policy. Insurance Pools will not be acceptable for this requirement. Insurance must specifically include and state coverage for claims resulting from asbestos abatement work.

8.3.11 If the Contractor fails to maintain any of the insurance coverages required herein, then the Owner will have the option to declare the Contractor in breach, or may purchase replacement insurance or pay the premiums that are due on existing policies in order that the required coverages may be maintained. The Contractor is responsible for any expenses paid by the Owner to maintain such insurance and the Owner may collect the same from the Contractor or deduct the amount paid from any sums due the Contractor under the contract.

8.3.12 The insurance requirements specified herein do not relieve the Contractor of his responsibility or limit the amount of his liability to the Owner or other persons and the Contractor is encouraged to purchase such additional insurance as he deems necessary.

8.3.13 Contractor is responsible for and must remedy all damage or loss to any property, including property of Owner, caused in whole or in part by the Contractor, any subcontractor or anyone employed, directed or supervised by Contractor. The Contractor is responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work.

8.3.14 The Contractor will pay all premiums and costs of insurance.

8.3.15 Regardless of the coverage provided by any insurance policy, the Contractor shall indemnify, defend and hold Owner harmless from any and all claims, demands, actions, attorneys' fees, costs, and expenses based upon or arising out of any acts, errors, omissions, fault or negligence of Contractor or its principals, employees, subcontractors or other agents while performing services under this Contract. Contractor shall indemnify, defend and hold harmless the Owner for any attorney's fees or other costs of defense, even if the allegations of the claim are groundless, false or fraudulent."

4. Page 3-8, Item 10.1, Time: Completion of Project, change to read as follows:

*10. **TIME: COMPLETION OF PROJECT**

10.1 The successful bidder, upon becoming the Contractor after having entered into a contract with the Owner, shall commence the work to be performed under the Contract on the date set by the Owner in the written Notice to Proceed, continuing the work in accordance with the approved schedule and shall complete the entire work within **120 calendar days** after the date of receipt of the Notice to Proceed. Further, separable portions of the work may be subject to milestone or specific dates as established and

described on an attachment to the Bid Form. The successful Bidder shall complete all work or separable portions of work in accordance with specified milestones or specific dates and in accordance with these specifications.

10.1.1 In addition, where applicable, reference to Time shall be in accordance with Section 108, "Prosecution and Progress" of the Uniform Standard Specifications for Public Works Construction Off-Site Improvements, Clark County Area, Nevada, 1986 Edition, and revisions thereto."

5. Page 3-9, Section 11, add 11.4, which reads as follows:

"11.4 Asbestos Abatement

The successful bidder is required to provide asbestos abatement for this project utilizing a licensed Nevada State Contractor with all work in compliance with all federal, state and local laws. Additional insurance coverage specifically for this abatement work shall be provided and the total cost for the removal, insurance and all related costs for asbestos work shall be quoted as a separate lump sum amount on the Bid Proposal. Bidders failing to provide this information shall be deemed nonresponsive and not considered for award."

GENERAL CONDITIONS:

6. Page 4-11, change to read as follows:

"GC.26 GOVERNING ORDER OF BIDDING AND CONTRACT DOCUMENTS

The bidding and contract documents include various divisions, sections and conditions which are essential parts for the work to be provided by the successful Bidder. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, the following precedence will govern:

Contract
General Provisions
Instructions to Bidders
General Conditions
Special Provisions
Technical Specifications
Asbestos Abatement Specifications
Drawings

Addenda, Change Orders and Supplemental Agreements will take precedence over any of the above. Detailed drawings shall have precedence over general drawings.

Bidders shall take no advantage of any apparent error or omission in the bidding documents. In the event the Bidders discover such an error or omission, they shall immediately notify the Owner. The Owner will then make such corrections and interpretations as may be deemed necessary for fulfilling the intent of the bidding documents."

ADDENDUM NO. 2
BID NO. 2430-91
PAGE SIX

BID PROPOSAL:

6. Pages 5-1 through 5-5, delete and replace with the attached revised pages. This includes Bid Attachments 1 and 2.

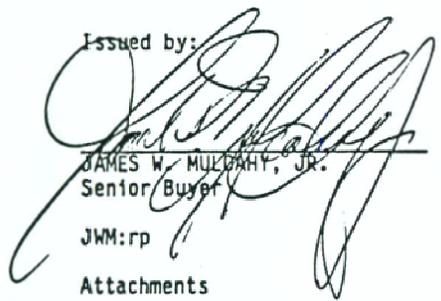
CONTRACT:

7. Pages 6-1 and 6-2, delete and replace with the attached revised pages.

TECHNICAL SPECIFICATIONS AND DRAWINGS:

8. Please incorporate the following pages:
 - a. Pages AD2-1 through AD2-3, containing items 1 through 12 which incorporates the asbestos specifications from Western Technologies, Inc., pages 6 through 40.
 - b. Electrical addendum containing Items 1 through 3, Page ER-1, lighting fixture schedule Page ER-2, drawings ER-3 and ER-4.
 - c. Two blueprints, 24" x 36", SK-1 and M-2.

Issued by:



JAMES W. MULBAHY, JR.
Senior Buyer

JWM:rp

Attachments

CERTIFICATE OF INSURANCE

ISSUE DATE (MO/D/Y)

PRODUCER

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

INSURED

COMPANIES AFFORDING COVERAGE	BEST'S RATING
COMPANY LETTER A	
COMPANY LETTER B	
COMPANY LETTER C	
COMPANY LETTER D	
COMPANY LETTER E	

COVERAGES
THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOT WITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES.

CO LI	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MO/D/Y)	POLICY EXPIRATION DATE (MO/D/Y)	ALL LIMITS IN THOUSANDS																		
X	GENERAL LIABILITY COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> HOMEOWNERS & CONDOMINIUM OWNERS <input checked="" type="checkbox"/> ASBESTOS LIABILITY INSURANCE <input checked="" type="checkbox"/> INDEPENDENT CONTRACTOR				<table border="1"> <tr><td>GENERAL AGGREGATE</td><td>\$</td></tr> <tr><td>PERMANENT INCOME LOSS AGGREGATE</td><td>\$</td></tr> <tr><td>PROPERTY & ADJUTANT DAMAGES</td><td>\$</td></tr> <tr><td>PERSONAL AUTO DAMAGE</td><td>\$</td></tr> <tr><td>LIABILITY (PER PERSON)</td><td>\$</td></tr> <tr><td>LIABILITY (PER OCCASION)</td><td>\$</td></tr> <tr><td>LIABILITY (PER OCCASION)</td><td>\$</td></tr> <tr><td>LIABILITY (PER OCCASION)</td><td>\$</td></tr> <tr><td>LIABILITY (PER OCCASION)</td><td>\$</td></tr> </table>	GENERAL AGGREGATE	\$	PERMANENT INCOME LOSS AGGREGATE	\$	PROPERTY & ADJUTANT DAMAGES	\$	PERSONAL AUTO DAMAGE	\$	LIABILITY (PER PERSON)	\$	LIABILITY (PER OCCASION)	\$						
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	OTHER IF CONTRACT REQUIRES BUILDER'S RISK OR INSTALLATION FLOATER																						

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS: CLARK COUNTY, ITS OFFICERS, EMPLOYEES AND VOLUNTEERS ARE INSURED WITH RESPECT TO LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON BEHALF OF THE NAMED INSURED IN CONNECTION WITH THIS PROJECT.

CLARK COUNTY
C/O GENERAL SERVICES
BRIDGER BUILDING, TENTH FLOOR
225 BRIDGER AVENUE
LAS VEGAS NV 89155

or coverage reduced
SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED OR FOR THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, AUTHORIZED REPRESENTATIVE

3-11



**WESTERN
TECHNOLOGIES
INC.**

4085 Nevso Drive, Suite G
Las Vegas, Nevada 89103
(702) 252-0580

October 30, 1990

Clark County General Services Department
Facilities Services Division
401 South Fourth Street
Las Vegas, Nevada 89101

Attention: Mr. James R. Novak

Proposal No. 7470A219

Reference: Proposal For Development of
Asbestos Containing Material Specifications
Centennial Building
310 South Third Street
Las Vegas, Nevada

Dear Mr. Novak:

Western Technologies Inc. (WT) is pleased to present to the Clark County General Services Department (Department) this proposal for the performance of the following services as requested for the above referenced site:

- o Development of ACM abatement specifications and related services at the above referenced site.

This proposal consists of the narrative, scope of work, cost estimates, General Conditions, and Indemnity Agreement. This proposal is submitted pursuant to a verbal request from Mr. James R. Novak on October 26, 1990.

SCOPE OF WORK

The scope of work is based on materials determined to be asbestos-containing as identified in a survey performed by WT on October 5, 1990 and identified as tentatively scheduled for removal by Mr. Novak.

The following task was developed to address the six types of ACM found in the building:

- 1) Mudded pipe fittings (TSI),
- 2) Floor tile,
- 3) Floor tile mastics,
- 4) Ceiling tile mastic (brown mastic only),
- 5) Baseboard mastic.

TASK 1 - DEVELOPMENT OF ASBESTOS REMOVAL SPECIFICATIONS:

Abatement specifications are unique sets of standards and procedures tailored to individual projects. The proposed specification document will be based on industry practices and established asbestos abatement techniques and will be in accordance with all applicable laws and regulations, including Nevada Department of Occupational Safety and Health (NDOOSH) requirements and Environmental Protection Agency (EPA) 40 CFR, Section 61.140 through 61.156.

The following activities will be conducted under the guidelines set forth for the development of removal specifications.

- o WT will mobilize to the site and verify quantities of asbestos containing materials (ACMs) for each type of ACM to be removed. WT will develop asbestos removal specifications which are specifically tailored to this project. The specifications will address, as a minimum, the following items:
 - specific bidding requirements
 - contractor license, bonding and insurance requirements
 - contractor qualifications
 - scope and description of work
 - project coordination and contacts
 - scheduling and staging of work, including any special site conditions
 - applicable standards and guidelines
 - contractor submittals, site security and emergency planning
 - materials and equipment to be used
 - work area preparation including establishment of enclosure and decontamination systems
 - detailed removal procedures for each type of ACM to be removed
 - personnel protection requirements
 - monitoring, inspection and air testing guidelines
 - clean-up procedures and clearance air monitoring
 - waste handling and disposal procedures
 - abatement closeout and certification of compliance

A draft copy of specifications will be transmitted for approval prior to sending the document to WT's list of pre-qualified asbestos abatement contractors (minimum of 4). The final specifications will include floor plans and/or drawings as necessary to adequately inform the bidding contractors of the scope of work.

- o Contract specifications will be designed using one or more abatement specification programs tailored to the materials to be removed from these facilities. The three programs are:

- Model Asbestos Abatement Guide
 - National Institute of Building Standards Model Guide Specifications
 - United States Government Master Asbestos Abatement Specifications
- o WT will conduct a pre-bid walk-thru, scheduled at the Department's convenience, for the prospective bidders and will be available to the prospective bidders for answering questions via telephone.
 - o WT will review the bids and assist the Department in evaluating and selecting an abatement contractor to remove ACMs from the building. Contractor evaluation will be based upon the following items:
 - amount of bid and completeness of bid package
 - verification of training certifications and Nevada licenses
 - verification of compliance with specified bonding and insurance requirements
 - past contractor work histories on similar jobs
 - verification of past compliance with all applicable rules and regulations
 - o WT will assist the Department in selecting a disposal site, and will provide the Department with an opinion as the suitability of such site for this disposal of ACM.
 - o WT will assist the Department in complying with applicable USEPA notification requirements.

If the scope of work changes or is extended, the Department will be contacted for verbal authorization followed by written documentation before WT proceeds with the extra work.

COST ESTIMATE

The estimated cost for the task described in the Scope of Work of this proposal is \$3,750. Actual project costs will be billed on a time and materials basis in accordance with the WT current rate schedule (attached). Cost estimates do not include client/contractor meetings outside the normal scope for such services, addendums, change orders, or other services not specifically stated in this proposal. Charges for such services will be additional in accordance with our standard fee schedule in use and effective at the time of the request.

TERMS AND CONDITIONS

Should Western Technologies Inc. be requested to enter a contract agreement, this proposal and attachments shall modify the scope of work. They shall also define the contract price set forth in said contract agreement. Should any provisions of the Contract Agreement conflict in any way with the provisions of this proposal, then the provisions and language of this proposal shall be controlling, unless modified in writing and signed by both parties.

This proposal is valid for 30 calendar days from the date of issuance. Execution of a work agreement after 30 days will require review and possible revision to this proposal.

CONFIDENTIALITY

The relationship between Western Technologies Inc. and the Department or their assigned parties shall be regarded as strictly confidential. All work performed and any reports produced under the proposed scope of work will be treated as strictly confidential property. None of the information generated during this project -- including technical information, experience, or data -- may be disclosed to others without the prior written consent of the Department or their assigned parties, unless such disclosure is required by law or subpoena.

WT appreciates the opportunity to the Department. If the foregoing narrative and scope of work are acceptable, please sign the acceptance block below and the attached General Conditions and Indemnity statements to acknowledge that this proposal and all attachments have been read and are hereby accepted. Return one signed copy to WT and retain two for your files.

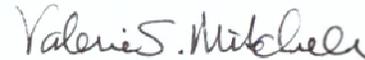
Please call me at (702) 252-0580 if you need additional information.

Respectfully Submitted,

WESTERN TECHNOLOGIES INC.

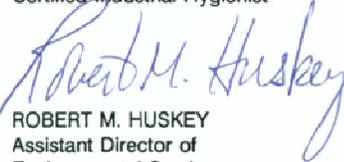
Accepted for:

CLARK COUNTY GENERAL SERVICES DEPARTMENT


VALERIE S. MITCHELL, CIH
Certified Industrial Hygienist

By: _____

Title: _____


ROBERT M. HUSKEY
Assistant Director of
Environmental Services

Date: _____

/kkp

Attachments: General Conditions
Indemnity
Fee Schedule

GENERAL CONDITIONS

PROJECT: CLARK COUNTY CENTENNIAL BUILDING REFERENCE NO.: 7470A219

- 1.0 **Workmanship**
Western Technologies Inc. (hereinafter called WT) will perform its services in accordance with local generally accepted engineering and testing practices. No other expressed or implied warranty or representation, either written or oral is made, included or intended in our proposals, contracts, or reports.
- 1.1 **Utilities**
When performing its work, WT will take all reasonable precautions to avoid damage or injury to subterranean structures or utilities. Client agrees to hold WT harmless for any damages to such subterranean structures or utilities which are not called to WT's attention and correctly shown on the plans furnished.
- 1.2 **Safety**
Work will be performed only under safe conditions. Client may be charged for safety or security measures required by hazardous job conditions.
- 1.3 **Samples**
WT will discard all samples thirty (30) days after submission of our final report. Further storage or transfer of samples after that time can be made upon written request and at Client's expense.
- 1.4 **Manner of Payment**
Invoices are due and payable upon receipt and are delinquent thirty (30) days after date of invoice. Work in progress will be billed monthly for portions completed and upon job completion for final balance. If payments are not made in full prior to delinquency, Client agrees to pay interest on the unpaid amount at the highest allowable rate from delinquency date. All payments received shall first be credited to payment of interest, and then to the principal balance.
- 1.5 **Ownership of Documents**
WT will consider all reports to be confidential property of Client. Upon payment of its charges WT will distribute reports to those persons, organizations or agencies specifically designated by Client or his authorized representative.
- 1.6 **Insurance**
For your benefit, WT maintains the following insurance and amounts: Workman's Compensation, statutory limits; General Liability Insurance, \$500,000, Blanket Excess Liability, \$10,000,000; Automobile Liability, \$500,000; Professional Liability, \$1,000,000, with \$2,000,000 aggregate.
- 1.7 **Limits of Liability**
WT shall not be liable for loss, damage, injury or harm occasioned by or rising from any acts by the Client, the Client's officers, employees, agents, or subcontractors. Client agrees that WT shall not be liable for any of Client's losses, damages, injury, harm of claims, and costs, regardless of origin, and however caused, beyond the limits and amounts of insurance set forth in 1.6 above.
- 1.8 **Litigation**
In the event of litigation between the parties to this Agreement, WT shall be entitled to all reasonable costs incurred, including staff time, court costs, attorney fees, and other related expenses, if it is found to be the prevailing party.
- 1.9 **Subpoenas**
The Client is responsible, after notification, for payment of time and expenses resulting from our required response to subpoenas issued in conjunction with our work. Compensation will be based on schedules in effect at the time the subpoena is served.
- 1.10 **Assigns**
Neither Client nor WT may delegate, assign or transfer its duties or interest in this Agreement without the written consent of the other party.

ACCEPTED FOR: CLARK COUNTY GENERAL SERVICES DEPARTMENT

BY: _____

TITLE: _____

DATE: _____

INDEMNITY

PROJECT: CLARK COUNTY CENTENNIAL BUILDING

REFERENCE NO.: 7470A219

Projects involving environmental hazards, hazardous waste and hazardous materials address an existing problem and possibly an existing liability. Western Technologies, Inc., (hereinafter called WT) has neither created the problem nor contributed to it, and therefore, it is unreasonable to ask or expect WT to assume the liability that has been created. For this reason, standard contracts and indemnification clauses are inappropriate. We will agree to be liable for our own acts, but require the following Indemnity Clause as a part of our contract with all hazardous waste and materials project clients.

It is understood and agreed that, by the terms of this Agreement, the Client is engaging the services of WT on matters involving the presence of potential presence of hazardous chemicals, substances, materials, or wastes, and it is further understood and agreed that WT is not assuming or undertaking any of the Client's obligations or obligations for the Client's benefit. Therefore, Client hereby covenants and agrees to hold harmless, indemnify and defend WT, its Officers, Directors, Stockholders, Employees and Agents, from and against any and all claims, losses, damages, and liability, of whatsoever kind or nature, whether to persons, including death, or property, and costs, including but not limited to attorney's fees and costs of defense, arising out of or in any way connected with the presence, sudden or gradual dispersal, discharge, escape, or release of contaminants of any kind which shall include, but not be limited to, smoke, vapors, soot, fumes, acids, alkalis, toxic chemicals, liquids, or pollutants, into or upon land, the atmosphere, or any water course or body of water arising out of or in any way connected with the condition of the property.

However, WT does hereby indemnify and hold Client harmless from all liability for damages, of whatsoever kind and nature, occasioned by WT's negligent or willful acts, errors or omissions in the performance of its work under this agreement.

ACCEPTED FOR: CLARK COUNTY GENERAL SERVICES DEPARTMENT

BY: _____

TITLE: _____

DATE: _____

WESTERN TECHNOLOGIES INC.
ENVIRONMENTAL SERVICES
LAS VEGAS, NEVADA

FEE SCHEDULE

PROJECT MANAGER	\$70.00 per hour
CERTIFIED INDUSTRIAL HYGIENIST	\$70.00 per hour
INDUSTRIAL HYGIENE TECHNICIAN	\$40.00 per hour
CLERICAL SUPPORT	\$30.00 per hour
OTHER EXPENSES AND MATERIALS	WT COST + 15%

LABORATORY SERVICES:

POLARIZED LIGHT MICROSCOPY (PLM)

Standard Turnaround (3-5 working days)	\$16.00 per sample
Rush Turnaround (24 hours)	\$20.00 per sample
Emergency Rush Turnaround (less than 24 hours)	\$27.50 per sample

PHASE CONTRAST MICROSCOPY (PCM)

Standard Turnaround (3-5 working days)	\$15.00 per sample
Rush Turnaround (24 hours)	\$20.00 per sample
Emergency Rush Turnaround (8 hours)	\$23.00 per sample