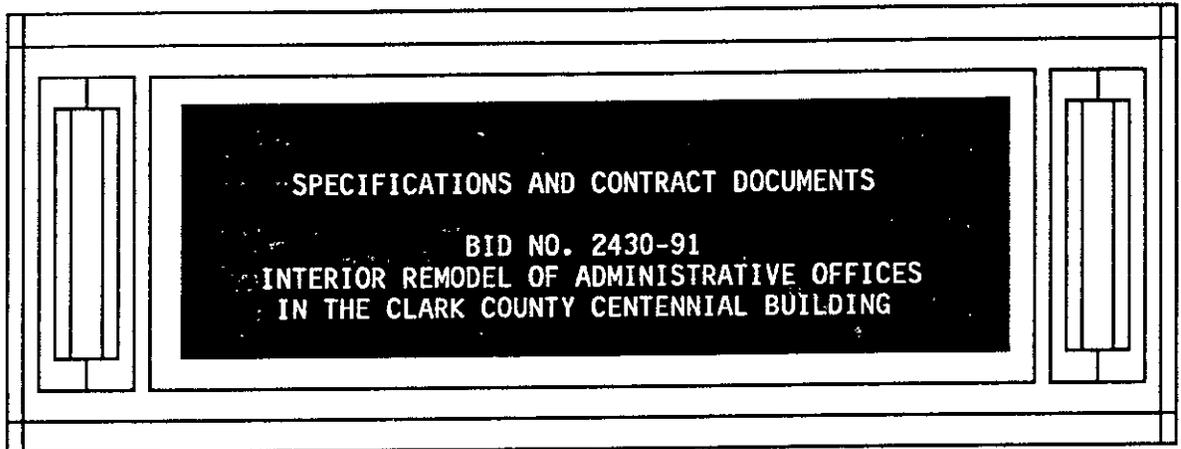


1700

CENTENNIAL
INTERIOR REMOD.



Complete
Bid +
Signed
Contract
documents

CLARK COUNTY, NEVADA

ACORD. CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

8/13/91

PRODUCER

COMMERCIAL WEST INSURANCE
 5180 West Sahara, #C-21
 Las Vegas, Nevada 89102

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

COMPANIES AFFORDING COVERAGE

CODE

SUB-CODE

INSURED

M & H BUILDING SPECIALTIES, INC.
 1902 Western Avenue
 Las Vegas, Nevada 89102

- COMPANY LETTER **A** AETNA CASUALTY AND SURETY COMPANY
- COMPANY LETTER **B**
- COMPANY LETTER **C**
- COMPANY LETTER **D**
- COMPANY LETTER **E**

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING 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. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO TR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS
	GENERAL LIABILITY				GENERAL AGGREGATE \$ 2,000,
X	COMMERCIAL GENERAL LIABILITY CLAIMS MADE X OCCUR.	19 CO 5663061	10-1-90	10-1-91	PRODUCTS-COMP/OPS AGGREGATE \$ 1,000, PERSONAL & ADVERTISING INJURY \$ 1,000, EACH OCCURRENCE \$ 1,000, FIRE DAMAGE (Any one fire) \$ 100, MEDICAL EXPENSE (Any one person) \$ 5,
X	OWNER'S & CONTRACTOR'S PROT.				COMBINED SINGLE LIMIT \$ 1,000,
X	Underground, Explosion & Collapse				BODILY INJURY (Per person) \$
X	Independent Contractor, Contractual				BODILY INJURY (Per accident) \$
	AUTOMOBILE LIABILITY				PROPERTY DAMAGE \$
	ANY AUTO	019 FJ 986026	10-1-90	10-1-91	
	ALL OWNED AUTOS				
	SCHEDULED AUTOS				
	HIRED AUTOS				
	NON-OWNED AUTOS				
	GARAGE LIABILITY				
	EXCESS LIABILITY				EACH OCCURRENCE \$ 10,000, AGGREGATE \$ 10,000,
X	Umbrella Form OTHER THAN UMBRELLA FORM	19 XS 647961	10-1-90	10-1-91	
	WORKER'S COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY \$ (EACH ACCIDENT) \$ (DISEASE-POLICY LIMIT) \$ (DISEASE-EACH EMPLOYEE)
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
 BID NO. 2430-91 BID NAME: Interior Remodel
 of Administrative Offices at the Clark
 County Centennial Building

CLARK COUNTY, ITS OFFICERS, EMPLOYEES AND
 VOLUNTEERS ARE INSURED WITH RESPECTS TO
 LIABILITY ARISING OUT OF THE ACTIVITIES BY OR ON
 BEHALF OF THE NAMED INSURED CONNECTION WITH THIS

CERTIFICATE HOLDER

CLARK COUNTY
 General Services
 Bridger Building, Tenth Floor
 225 Bridger Avenue
 Las Vegas, Nevada 89155

CANCELLATION PROJECT. or coverage reduced

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE

AUTHORIZED REPRESENTATIVE

CERTIFICATE OF INSURANCE
FOR
M & H BUILDING SPECIALTIES INC

CLARK COUNTY
ATTN: PURCHASING & CONTRACTS
225 BRIDGER AVENUE
LAS VEGAS NV 89155

WATTS NO. 2220610
CERTIFICATE ISSUED
AUGUST 14, 1991

THIS IS TO CERTIFY THAT M & H BUILDING SPECIALTIES INC HAS COVERAGE FOR HIS EMPLOYEES UNDER THE NEVADA WORKER'S COMPENSATION ACCOUNT # 86859.2 WHICH BECAME EFFECTIVE APRIL 01, 1978 AND SHALL REMAIN IN FORCE UNTIL FEBRUARY 13, 1992 OR UNTIL YOU HAVE BEEN NOTIFIED OTHERWISE.

THIS DOES NOT RELIEVE YOU OF THE RESPONSIBILITY OF PREMIUM PAYMENT ON THIS SUBCONTRACTOR IN THE EVENT HE FAILS TO PAY PREMIUM DURING THIS PERIOD. IN ORDER TO CLEAR THIS SUBCONTRACTOR FOR FINAL PAYMENT, CONTACT THIS OFFICE FOR A FINAL CERTIFICATE. WHEN YOU RECEIVE THE FINAL CERTIFICATE RETAIN IT IN YOUR FILE UNTIL THE STATE INDUSTRIAL INSURANCE SYSTEM AUDITS YOUR ACCOUNT.

NAME AND ADDRESS OF INSURED
M & H BUILDING SPECIALTIES INC
1902 WESTERN AVE
LAS VEGAS NV 89102

State Industrial Insurance System

Dated at Las Vegas, Nevada AUG 14 1991 By CHERYL FLEMING Title _____

CERTIFICATE OF INSURANCE
FOR
M & H BUILDING SPECIALTIES INC

ANY OUT-OF-STATE CONTRACTORS MEETING THE DEFINITION OF NRS. 624 WORKING TEMPORARILY IN NEVADA MUST OBTAIN NEVADA WORKERS' COMPENSATION INSURANCE PRIOR TO THE START OF ANY PROJECT IF THEY ARE:

1. COMING INTO NEVADA FROM A NON-RECIPROCATING STATE OR
2. COMING FROM A RECIPROCATING STATE AND THE PROJECT AS A WHOLE EXCEEDS \$250,000.

NEVADA EMPLOYERS PLANNING TO WORK TEMPORARILY OUT OF NEVADA SHOULD CONTACT THE WORKERS' COMPENSATION AUTHORITY IN THE STATE WHERE THE WORK IS TO BE PERFORMED, PRIOR TO THE START OF ANY PROJECT, TO ASSURE COMPLIANCE WITH THE STATES' LAWS.

ALL NEVADA JOBS

CLARK COUNTY
PURCH/SING DEPT.
AUG 19 8 51 AM '91
RECEIVED

State Industrial Insurance System

Dated at _____
Las Vegas, Nevada _____ By _____ Title _____



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

8/16/91

PRODUCER CERTIFICATE ISSUED 8/15/91
IS HEREBY NULL & VOID

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.

Diana J. Loewe
Alexander & Alexander of Mo
120 So. Central
St. Louis, MO 63105
(314)889-9246

COMPANIES AFFORDING COVERAGE

- COMPANY LETTER **A** United Capitol Co.
- COMPANY LETTER **B** Firemans Fund American Co.
- COMPANY LETTER **C** Libertu Mutual Insurance Company
- COMPANY LETTER **D**
- COMPANY LETTER **E**

INSURED
Value Construction Company &
Superior Systems, Inc.
2620 S. Maryland Parkway
Suite 230
Las Vegas, Nevada 89109

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING 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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE	* GLA1000643	8/12/91	8/12/92	GENERAL AGGREGATE \$ 1,000	
					PRODUCTS-COMP/OPS AGGREGATE \$ 1,000	
					PERSONAL & ADVERTISING INJURY \$	
					EACH OCCURRENCE \$ 1,000	
					FIRE DAMAGE (ANY ONE FIRE) \$	
					MEDICAL EXPENSE (ANY ONE PERSON) \$	
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> ALL OWNED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY	284MXA80101466	3/27/91	3/27/92	CIL \$ 1,000	[REDACTED]
					BODILY INJURY (PER PERSON) \$	
					BODILY INJURY (PER ACCIDENT) \$	
					PROPERTY DAMAGE \$	
					EXCESS LIABILITY \$	
C	<input type="checkbox"/> EXCESS LIABILITY <input type="checkbox"/> OTHER THAN UMBRELLA FORM	WC1341406018011	4/6/91	4/6/92	STATUTORY	
					\$ 1,000 (EACH ACCIDENT)	
					\$ 1,000 (DISEASE-POLICY LIMIT)	
	OTHER				\$ 1,000 (DISEASE-EACH EMPLOYEE)	

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/RESTRICTIONS/SPECIAL ITEMS
 Liability coverage provides coverage for Asbestos Removal and/or Abatement. PE:Bid #2430-91 Project Name Centennial Building, Clark County, its officers, employees, and volunteers are insured with respect to the liability policy only and liability arising out of activities by or on behalf of the named insured Superior Systems, Inc in connection with this

CERTIFICATE HOLDER
 Clark County
 c/o General Services
 Bridger Building, 10th Floor
 225 Bridger Avenue
 Las Vegas, Nevada 89155

CANCELLATION
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE



State Industrial Insurance System

1700 West Charleston Blvd., P.O. Box 26929
Las Vegas, Nevada 89126-0929

Telephone

SOUTHERN OFFICE
702-368-3188

CERTIFICATE OF INSURANCE
FOR
M & H BUILDING SPECIALTIES INC

CLARK COUNTY
ATTN: PURCHASING & CONTRACTS
225 BRIDGER AVENUE
LAS VEGAS NV 89155

PRIME NR 122000.0
CERTIFICATE ISSUED
AUGUST 14, 1991

THIS IS TO CERTIFY THAT M & H BUILDING SPECIALTIES INC
HAS COVERAGE FOR HIS EMPLOYEES UNDER THE NEVADA WORKERS COMPENSATION
ACCOUNT # 88369.2 WHICH BECAME EFFECTIVE APRIL 01, 1978 AND SHALL
REMAIN IN FORCE UNTIL FEBRUARY 13, 1992 OR UNTIL YOU HAVE BEEN
NOTIFIED OTHERWISE.

THIS DOES NOT RELIEVE YOU OF THE RESPONSIBILITY OF PREMIUM PAYMENT ON
THIS SUBCONTRACTOR IN THE EVENT HE FAILS TO PAY PREMIUM DURING THIS
PERIOD. IN ORDER TO CLEAR THIS SUBCONTRACTOR FOR FINAL PAYMENT,
CONTACT THIS OFFICE FOR A FINAL CERTIFICATE. WHEN YOU RECEIVE THE
FINAL CERTIFICATE RETAIN IT IN YOUR FILE UNTIL THE STATE INDUSTRIAL
INSURANCE SYSTEM AUDITS YOUR ACCOUNT.

NAME AND ADDRESS OF INSURED
M & H BUILDING SPECIALTIES INC

1902 WESTERN AVE
LAS VEGAS NV 89102

State Industrial Insurance System

Dated at Las Vegas, Nevada AUG 14 1991 By CHERYL FLEMING Title _____

CERTIFICATE OF INSURANCE
FOR
M & H BUILDING SPECIALTIES INC

ANY OUT-OF-STATE CONTRACTORS MEETING THE DEFINITION OF NRS. 624 WORKING TEMPORARILY IN NEVADA MUST OBTAIN NEVADA WORKERS' COMPENSATION INSURANCE PRIOR TO THE START OF ANY PROJECT IF THEY ARE:

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ALL NEVADA JOBS

CLARK COUNTY
PURCHASING DEPT.
Aug 19 9 51 AM '91
RECEIVED

State Industrial Insurance System

Dated at Las Vegas, Nevada _____ By _____ Title _____



General Services Department

EARL HAWKES
DIRECTOR

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

BRIDGER BUILDING - 10TH FLOOR
225 BRIDGER AVENUE
LAS VEGAS, NEVADA 89155
(702) 455-4425

CLARK COUNTY, NEVADA
BID NO. 2430-91
INTERIOR REMODEL OF ADMINISTRATIVE OFFICES
IN THE CLARK COUNTY CENTENNIAL BUILDING

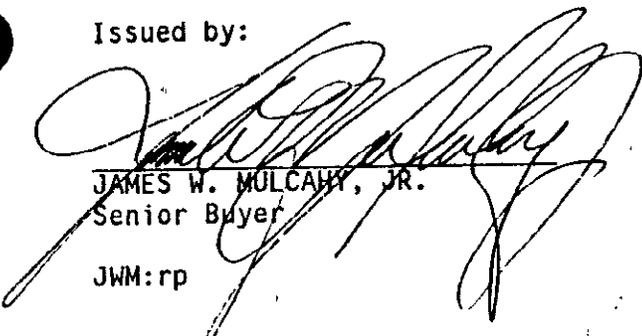
June 28, 1991

ADDENDUM NO. 4

Due to numerous requests for access into the Centennial Building:

1. The Bid Opening date has been changed from July 1, 1991 to July 18, 1991 at 3 PM.
2. The Centennial Building will be open for inspections on the following days: July 9, 9 AM to 12 PM, and again July 15, 9 AM to 12 PM.

Issued by:



JAMES W. MULCAHY, JR.
Senior Buyer

JWM:rp

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



General Services Department

EARL HAWKES
DIRECTOR

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

BRIDGER BUILDING - 10TH FLOOR
225 BRIDGER AVENUE
LAS VEGAS, NEVADA 89155
(702) 455-4425

CLARK COUNTY, NEVADA
BID NO. 2430-91
INTERIOR REMODEL OF ADMINISTRATIVE OFFICES
IN THE CLARK COUNTY CENTENNIAL BUILDING

June 24, 1991

ADDENDUM NO. 3

INSTRUCTIONS TO BIDDERS:

1. Page 3-6, Item 8, Bonds and Insurance, change to read as follows:

"8. **BONDS AND INSURANCE**

8.1 The Contractor shall provide all submittals requested in this section within fifteen (15) calendar days. If the Contractor does not provide the submittals on or before the 15th calendar day, he will pay over to the Owner the amount of **\$100** per day as liquidated damages. If the Contractor does not keep the bonds or insurance policies in effect or allows them to lapse, the Contractor will pay over to the Owner the amount of **\$1,000** per day as liquidated damages.

The Contractor shall furnish bonds covering the faithful performance of the Contract, payment of all obligations arising thereunder and a guaranty bond to take effect upon completion of the project, in such a form and amount as the Owner may prescribe. Bonds may be secured through the Contractor's usual sources provided the surety is authorized and licensed to do business in the State of Nevada.

Prior to execution of a Contract, and not later than fifteen (15) calendar days after notification of award, the successful Bidder shall furnish contract bonds to the Clark County General Services Department as follows:

Labor and Material Payment Bond in the amount of 100 percent of the contract price.

Performance Bond in the amount of 100 percent of the Contract price.

Guaranty Bond in the amount of 100 percent of the Contract price. The Guaranty Bond will go into effect when the Notice of Completion is approved by the Board of County Commissioners.

8.2 Form of Bonds

8.2.1 The Bonds referred to in Section 8.1 shall be written on the Performance Bond, Labor and Material Payment Bond, and Guaranty Bond forms provided by Owner.

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" Shalmy, County Manager

8.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

8.2.3 Any Labor and Material Payment Bond, Performance Bond or Guaranty Bond prepared by a licensed nonresident agent must be countersigned by a resident agent as per the provisions of NRS 680A.300.

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.

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 coverages 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. **If prime Contractor subcontracts the asbestos removal, then the subcontractors must provide insurance and patent protection pursuant to all clauses within this bid document before the prime Contractor will allow the subcontractor on the jobsite. This includes, but is not limited to, the \$2,000,000 aggregate limit, \$1,000,000 per occurrence, naming the Owner as additional insured and asbestos patent.** The Contractor shall include the costs of Asbestos Liability in the Asbestos Abatement section of the Bid Proposal.

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 Contractors 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."

2. Page 3-11, Item 11.2, Liquidated Damages, please change to read as follows:

"11.2 Liquidated Damages

11.2.1 In case of failure on the part of the Contractor to complete the work within the time(s) specified in the Contract, or with such additional time(s) as may be granted by formal action of the Board of County Commissioners or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specified in the contract or any extensions thereof, the Contractor shall pay to the Owner, as liquidated damages, the sum of **\$1,000 for each calendar day** of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the Owner in completing the work."

GENERAL CONDITIONS:

3. Page 4-12, please add the following paragraph, GC.27, Roofing Penetrations:

"GC.27 ROOFING PENETRATIONS

The Clark County Centennial Building was recently reroofed and is now under warranty. To maintain this warranty, the Owner's roofing contractor shall perform the (FINAL) roof patches after the successful Contractor completes all related roof penetration work (air conditioning, plumbing, flashing and counterflashing). The Contractor is responsible for maintaining water-proofing/protection during the construction phases including scheduling of the final patching through the Owner. The Contractor shall notify the Owner five working days in advance to schedule the final patching. These costs shall be paid by the Owner directly to the roofing contractor."

4. Page 4-12, please add the following paragraph, GC.28, Allowances:

"GC.28 ALLOWANCES

Bidders shall include over and above the cost of the work, as specified, allowances in the amount of \$25,000 for remodeling work, Item 1, and \$5,000 for asbestos abatement work, Item 2. This money is in addition to the monies bid for the work as specified and is intended for the convenience of the Owner to pay for hidden or unforeseen work not discernible prior to the actual tear-off at the start of the work project.

Owner has sole control of the allowances money. Any proposed need for additional work by the Contractor must be submitted in writing to the Owner for approval before any work in this category is begun. (Owner may, at his discretion, give verbal approval of proposed work so as not to hinder continuance of the project, however, a written request and subsequent corroboration is still required to formalize the transaction.)

Any unused money from the allowances will be retained by the Owner and final payment will be adjusted accordingly."

BID PROPOSAL:

5. Pages 5-1 through 5-3, delete and replace with the attached revised pages.

CONTRACT:

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

ASBESTOS SPECIFICATIONS

7. Please incorporate the following into asbestos specifications from Western Technologies, Inc.

a. Page 13, Section 1306.2, Materials Identified in Project Area, Item 4, changes should read as follows:

<u>"Material Types and Amount</u>	<u>Asbestos Content</u>	<u>Location</u>
Brown ceiling tile mastics (total ceiling area approx 8855 square feet)	30% Chrysotile	Between 12" x 12" ceiling tiles and drywall"

b. Page 20, Part 2-Materials and Equipment, Section 2101.5, change should read as follows:

"2101.5 Polyethylene sheeting for walls, covering stationary objects or material wrapping shall be a minimum of six mil thickness."

c. Page 37, Section 3503, change should read as follows:

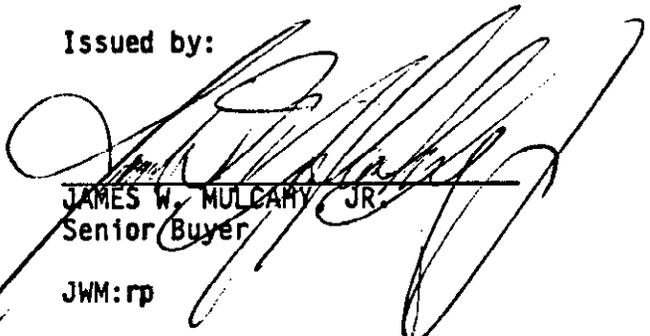
"3503 Removal procedures for Vinyl-Asbestos Floor Tile, Floor Tile Mastic, Baseboard Adhesive and Ceiling Tile Mastic"

d. Include new section, 3503.5 to read as follows:

"3503.5 Removal of ceiling tile mastics shall occur as a complete removal of the ceiling components (12" x 12" ceiling tile, ceiling tile mastic, drywall). Manageable sections shall be cut and lowered to the floor keeping the ceiling components as intact sections, whenever possible, and double bagging or double wrapping the material in polyethylene sheeting. Water misting or spraying shall be performed

during this activity to maintain a high humidity in the work area to assist in fiber settling and reduction of airborne fiber concentrations. Power saws may be used during ceiling tile mastic removal only, provided methods are used to reduce airborne fiber levels."

Issued by:



~~JAMES W. MULCAHY JR.~~
Senior Buyer

JWM:rp

Attachments

REVISED PER ADDENDUM NO. 3

CLARK COUNTY, NEVADA

**BID PROPOSAL
BID NO. 2430-91
INTERIOR REMODEL OF ADMINISTRATIVE OFFICES
IN THE CLARK COUNTY CENTENNIAL BUILDING**

(NAME)

(ADDRESS)

THE UNDERSIGNED PROPOSES AND AGREES:

1. To complete all work for which a contract may be awarded to him and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Proposal and Contract Documents.
2. That he has examined the Contract Documents and the site(s) for the proposed work and satisfied himself as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.
3. That Bid Bond in the amount of Five Percent (5%) of the bid amount is enclosed in a form as specified by the Owner.
4. If awarded the contract, he will provide the following submittals within 15 calendar days from receipt of the Notice of Award:
 - a. Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for one hundred percent (100%) of the contract price as required.
 - b. Certificates of insurance for General Liability in the amount of \$1,000,000, Automobile Liability in the amount of \$1,000,000, Asbestos Liability in the amount of \$1,000,000 and a SIIS certificate as required by law.
 - c. Bid Attachment 2 - Designation of Subcontractors (including minority, disadvantaged business enterprise information)
5. That if he does not provide the submittals on or before the 15th calendar day, he will pay over to the Owner the amount of \$100 per day as liquidated damages.
6. That if he does not keep the bonds or insurance policies in effect or allows them to lapse, he will pay over to the Owner the amount of **\$1,000** per day as liquidated damages.
7. That this Proposal is genuine and is not sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor he in any manner sought to secure for himself an advantage over any other bidder.

REVISED PER ADDENDUM NO. 3
Bid Proposal
Interior Remodel of Administrative
Offices in the Centennial Building

8. He further proposes and agrees that if his bid is accepted he will commence to perform the work called for by the plans and Contract Documents within 10 calendar days after Notice to Proceed is issued and will complete all work within **120 calendar days.**
9. He further proposes and agrees that he will accept as full compensation for the work to be performed the price written in the Bid Schedule below.
10. That he has carefully checked the figures below and that Owner will not be responsible for any error or omissions in the preparation of this Bid.
11. That no verbal agreement or conversation with an officer, agent or employee of the Owner, either before or after the execution of the agreement, shall affect or modify any of the terms or obligations of this Proposal.
12. The bidder hereby acknowledges receipt of the following addenda:

Addendum No. _____, dated _____	Addendum No. _____, dated _____
Addendum No. _____, dated _____	Addendum No. _____, dated _____
Addendum No. _____, dated _____	Addendum No. _____, dated _____
13. The Bidder does hereby state that the Bidder's firm is [], is not [] eligible for preference in accordance with all applicable provisions of NRS 338.147 concerning preference for certain contractors for the award of public works.
14. To perform all work described in the drawings, specifications and other documents for the Interior Remodel of Administrative Offices in the Clark County Centennial Building:

BASE BID SCHEDULE

1.A. CONSISTING OF ALL WORK IN STAIRWELLS, FLOORS 1, 2 AND 3, COMPLETION OF SECOND FLOOR MINUS ALTERNATE NO. 2, COMPLETION OF RESTROOMS ON THE SECOND AND THIRD FLOORS WITH FINISHES AS IDENTIFIED IN THE DRAWINGS WHICH CONTAIN THE TECHNICAL SPECIFICATIONS. \$ _____

(Words)

1.B. ALLOWANCES FOR CONSTRUCTION CONFLICTS \$ 25,000.00

TWENTY-FIVE THOUSAND DOLLARS

TOTAL FOR ITEM 1: \$ _____

REVISED PER ADDENDUM NO. 3
 Bid Proposal
 Interior Remodel of Administrative
 Offices in the Centennial Building

BASE BID SCHEDULE CONTINUED...

2. ASBESTOS ABATEMENT AS SPECIFIED IN THE TECHNICAL SPECIFICATIONS. THE UNIT PRICES QUOTED INCLUDE ALL REMOVAL, MONITORING, DISPOSAL AND ASBESTOS LIABILITY INSURANCE COSTS.

	<u>Description</u>	<u>Unit of Measure</u>	<u>Estimated Quantity</u>	<u>Unit Price</u>	<u>Extended Total</u>
2.A.	MUDDER PIPE FITTINGS, T's, ELBOWS AND VARIOUS FITTINGS	Each	120	\$ _____	\$ _____
	Unit Price in Words:	_____			
2.B.	9" x 9" VINYL ASBESTOS FLOOR TILE INCLUDING FLOOR TILE MASTIC	SQ FT	1,880	\$ _____	\$ _____
	Unit Price in Words:	_____			
2.C.	BROWN CEILING TILE MASTIC INCLUDING CEILING DRYWALL	SQ FT	8,855	\$ _____	\$ _____
	Unit Price in Words:	_____			
2.D.	BASEBOARD MASTIC	SQ FT	1,180	\$ _____	\$ _____
	Unit Price in Words:	_____			
2.E.	ALLOWANCES FOR CONSTRUCTION CONFLICTS	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00
	Unit Price in Words:	FIVE THOUSAND DOLLARS			

TOTAL ITEM 2: \$ _____

(TOTAL ITEM 2 IN WORDS)

BASE BID LUMP SUM (ITEMS 1 AND 2): \$ _____

(BASE BID LUMP SUM IN WORDS)

C O N T R A C T

THIS CONTRACT, made and entered into this _____ day of _____, 19____, between CLARK COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as the "OWNER" and _____ (a Corporation organized and existing under the laws of the State of _____), (a Partnership consisting of _____), (an Individual trading as _____), of the City of _____, in the State of _____), hereinafter referred to as the "CONTRACTOR".

WITNESSETH: That the said CONTRACTOR having been awarded the contract for the

**INTERIOR REMODEL OF ADMINISTRATIVE OFFICES
IN THE CLARK COUNTY CENTENNIAL BUILDING**

in accordance with the proposal therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the CONTRACTOR and the OWNER, the CONTRACTOR hereby covenants and agrees to and with the OWNER to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish all the materials and all the tools, labor, and equipment necessary to properly perform and complete the work ready for use, in strict accordance with all the provisions of the Contract including all Bid Documents attached hereto and made a part hereof and to accept as full compensation for the satisfactory performance of this Contract the sum of _____ (\$ _____).

The prices named in the Bid are for the completed work, and include the furnishing of all materials and all labor, equipment, tools and appliances and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it has been accepted by the Board of County Commissioners.

Time is of the essence. The CONTRACTOR shall commence the work to be performed under this Contract on the date set by the OWNER in the written notice to proceed, continuing the work with diligence and shall complete the entire work within **120 calendar days** after the date of receipt of the notice to proceed. Further, in the event milestone completion dates are established for separable portions of the work, the CONTRACTOR agrees to complete said separable portions of the work in accordance with said milestone dates.

REVISED PER ADDENDUM NO. 3
Contract
Interior Remodel of Administrative
Offices in the Centennial Building

In case of failure on the part of the CONTRACTOR to complete the work within the time(s) specified in the Contract, or with such additional time(s) as may be granted by formal action of the Board of County Commissioners or fails to prosecute the work, or any separable portions thereof, with such diligence as will insure its completion within the time(s) specified in the Contract or any extensions thereof, the CONTRACTOR shall pay to the OWNER, as liquidated damages, the sum of \$1,000 for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the OWNER in completing the work.

IN WITNESS WHEREOF, the Board of County Commissioners of Clark County, Nevada, has made and executed this contract on behalf of the said OWNER and caused the seal of the said OWNER to be affixed hereto, and the CONTRACTOR has hereunto set his hand the day and year above written.

CLARK COUNTY, NEVADA

BY:

Chairman, Board of County Commissioners

ATTEST:

LORETTA BOWMAN, County Clerk

BY:

-seal-

CONTRACTOR:

BY:

-seal-



General Services Department

EARL HAWKES
DIRECTOR

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

BRIDGER BUILDING - 10TH FLOOR
225 BRIDGER AVENUE
LAS VEGAS, NEVADA 89155
(702) 455-4425

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" Shalmy, 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 coverages 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 Contractors 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."

BID PROPOSAL:

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

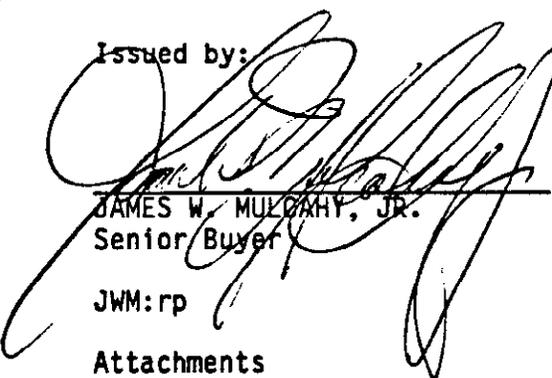
CONTRACT:

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. MULCAHY, JR.~~
Senior Buyer

JWM:rp

Attachments

COO Certificate of Insurance

ISSUE DATE (MM/DD/YY)

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, NOTWITHSTANDING 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. LTR.	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	ALL LIMITS IN THOUSANDS	
					AGGREGATE	PER OCCURRENCE
	GENERAL LIABILITY					
<input checked="" type="checkbox"/>	COMMERCIAL GENERAL LIABILITY				GENERAL AGGREGATE	\$
<input type="checkbox"/>	CLAIMS WAIVER <input checked="" type="checkbox"/> OVERSIGHT				PRODUCTS-COMPLIANCE AGGREGATE	\$
<input checked="" type="checkbox"/>	WORKERS' & CONTRACTORS' PRODUCTS				PERSONAL & ADVERTISING INJURY	\$
<input checked="" type="checkbox"/>	ASBESTOS LIABILITY INSURANCE				FAULT OCCURRENCE	\$
<input checked="" type="checkbox"/>	INDEPENDENT CONTRACTOR				FIRE DAMAGE (ANY ONE FIRE)	\$
	AUTOMOBILE LIABILITY				MEDICAL EXPENSE (ANY ONE PERSON)	\$
<input checked="" type="checkbox"/>	ANY AUTO				COLL.	\$
<input type="checkbox"/>	ALL OWNED AUTOS				BODILY INJURY (PER PERSON)	\$
<input type="checkbox"/>	SCHEDULED AUTOS				BODILY INJURY (PER ACCIDENT)	\$
<input type="checkbox"/>	LOANED AUTOS				PROPERTY DAMAGE	\$
<input type="checkbox"/>	NON-OWNED AUTOS					\$
<input type="checkbox"/>	CARTRIDGE LIABILITY					\$
	EXCESS LIABILITY					\$
<input type="checkbox"/>	ULTIMATE UMBRELLA FORM					\$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
					\$	(EACH ACCIDENT)
					\$	(EXCEEDS POLICY LIMIT)
					\$	(DISEASE EACH EMPLOYEE)
	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.**

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

CANCELLATION or coverage reduced
 SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE 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

CLARK COUNTY, NEVADA

BID PROPOSAL
BID NO. 2430-91
INTERIOR REMODEL OF ADMINISTRATIVE OFFICES
IN THE CLARK COUNTY CENTENNIAL BUILDING

(NAME)

(ADDRESS)

THE UNDERSIGNED PROPOSES AND AGREES:

1. To complete all work for which a contract may be awarded to him and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Proposal and Contract Documents.
2. That he has examined the Contract Documents and the site(s) for the proposed work and satisfied himself as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.
3. That Bid Bond in the amount of Five Percent (5%) of the bid amount is enclosed in a form as specified by the Owner.
4. If awarded the contract, he will provide the following submittals within 15 calendar days from receipt of the Notice of Award:
 - a. Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for one hundred percent (100%) of the contract price as required.
 - b. Certificates of insurance for General Liability in the amount of \$1,000,000, Automobile Liability in the amount of \$1,000,000, Asbestos Liability in the amount of \$1,000,000 and a SIIS certificate as required by law.
 - c. Bid Attachment 2 - Designation of Subcontractors (including minority, disadvantaged business enterprise information)
5. That if he does not provide the submittals on or before the 15th calendar day, he will pay over to the Owner the amount of \$100 per day as liquidated damages.
6. That if he does not keep the bonds or insurance policies in effect or allows them to lapse, he will pay over to the Owner the amount of \$500 per day as liquidated damages.
7. That this Proposal is genuine and is not sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor he in any manner sought to secure for himself an advantage over any other bidder.

REVISED PER ADDENDUM NO. 2
Bid Proposal
Interior Remodel of Administrative
Offices in the Centennial Building

8. He further proposes and agrees that if his bid is accepted he will commence to perform the work called for by the plans and Contract Documents within 10 calendar days after Notice to Proceed is issued and will complete all work within **120 calendar days.**
9. He further proposes and agrees that he will accept as full compensation for the work to be performed the price written in the Bid Schedule below.
10. That he has carefully checked the figures below and that Owner will not be responsible for any error or omissions in the preparation of this Bid.
11. That no verbal agreement or conversation with an officer, agent or employee of the Owner, either before or after the execution of the agreement, shall affect or modify any of the terms or obligations of this Proposal.
12. The bidder hereby acknowledges receipt of the following addenda:

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

13. The Bidder does hereby state that the Bidder's firm is [], is not [] eligible for preference in accordance with all applicable provisions of NRS 338.147 concerning preference for certain contractors for the award of public works.
14. To perform all work described in the drawings, specifications and other documents for the Interior Remodel of Administrative Offices in the Clark County Centennial Building:

BASE BID SCHEDULE

1. CONSISTING OF ALL WORK IN STAIRWELLS, FLOORS 1, 2 AND 3, \$ _____
COMPLETION OF SECOND FLOOR MINUS ALTERNATE NO. 2,
COMPLETION OF RESTROOMS ON THE SECOND AND THIRD FLOORS
WITH FINISHES AS IDENTIFIED IN THE DRAWINGS WHICH CONTAIN
THE TECHNICAL SPECIFICATIONS.

(Words)

2. ASBESTOS ABATEMENT AS SPECIFIED IN THE TECHNICAL \$ _____
SPECIFICATIONS.

(Words)

BASE BID LUMP SUM: \$ _____

(Words)

REVISED PER ADDENDUM NO. 2
 Bid Proposal
 Interior Remodel of Administrative
 Offices in the Centennial Building

ADDITIVE ALTERNATE ITEMS

THE OWNER MAY AWARD, IN SEQUENTIAL ORDER, THE FOLLOWING ADDITIVE ALTERNATES WITH THE BASE BID. EXPLANATION OF EACH ITEM IS INCLUDED WITH THE DRAWINGS, WHICH ALSO CONTAIN THE TECHNICAL SPECIFICATIONS.

ADDITIVE ALTERNATE 1

COMPLETION OF WORK ON THIRD FLOOR, AS SPECIFIED IN THE DRAWINGS AND TECHNICAL SPECIFICATIONS

\$ _____
 (Figures) (Words)

ADDITIVE ALTERNATE 2

CONSTRUCTION AND INSTALLATION OF ALL CASEWORK AND WINDOWS, AS SPECIFIED IN THE DRAWINGS AND TECHNICAL SPECIFICATIONS

\$ _____
 (Figures) (Words)

ADDITIVE ALTERNATE 3

FURRING AND INSULATION OF NORTH WALL AND RESTROOM FINISHES

\$ _____
 (Figures) (Words)

15. IS THIS FIRM A MINORITY, WOMEN OR DISADVANTAGED BUSINESS ENTERPRISE?
 NO YES. IF YES, SPECIFY MBE WBE DBE.

HAS THIS FIRM BEEN CERTIFIED AS A MINORITY, WOMEN OR DISADVANTAGED BUSINESS ENTERPRISE BY ANY GOVERNMENTAL AGENCY? NO YES. IF YES, SPECIFY GOVERNMENTAL AGENCY: _____
 DATE OF CERTIFICATION: _____

16.

 Signature of Bidder Legal Name of Firm as it would appear in Contract

 Name of Bidder (Print or Type) Phone Number

 Address of Firm Nevada State Contractor's License No.

 City, State, and Zip Code Classification Monetary Limitations, if any

 Today's Date Business License:
 Clark County - No. _____
 City of LV - No. _____

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____ as Principal, and _____ as Surety, are hereby held and firmly bound unto CLARK COUNTY, NEVADA as OWNER in the penal sum of _____ for the payment of which, well and truly to be made, were hereby jointly and severally bind ourselves, successors and assigns.

Signed, this _____ day of _____, 19__.

The condition of the above obligation is such that whereas the Principal has submitted to CLARK COUNTY, NEVADA a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the INTERIOR REMODEL OF ADMINISTRATIVE OFFICES IN THE CENTENNIAL BUILDING,

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto properly completed in accordance with said BID, and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect: it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Bond must be acceptable to Clark County.

Principal (L.S.) Surety

by: _____

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE WHERE THE PROJECT IS LOCATED.

DESIGNATION OF SUBCONTRACTORS AND MINORITY, DISADVANTAGED BUSINESS ENTERPRISES

THE SUCCESSFUL BIDDER SHALL TURN THIS FORM INTO THE CLARK COUNTY GENERAL SERVICES DEPARTMENT WITH ALL SUBMITTALS IDENTIFIED IN THE BID PROPOSAL WITHIN FIFTEEN DAYS AFTER RECEIPT OF NOTICE OF AWARD.

The undersigned certifies that he has used the subbids of the following listed subcontractors in making up his Bid and that the subcontractors listed will be used for the work on which they bid.

<u>ITEM OF WORK</u>	<u>SUBCONTRACTOR</u>	<u>NEVADA STATE CONTRACTOR'S LICENSE NUMBER</u>	<u>ADDRESS</u>	<u>MINORITY, DISADVANTAGED BUSINESS ENTERPRISE</u>	
<u>ASBESTOS ABATEMENT</u>	_____	_____	_____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
_____	_____	_____	_____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
_____	_____	_____	_____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
_____	_____	_____	_____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
_____	_____	_____	_____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
_____	_____	_____	_____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
_____	_____	_____	_____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
_____	_____	_____	_____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
_____	_____	_____	_____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
_____	_____	_____	_____	<input type="checkbox"/> YES	<input type="checkbox"/> NO
_____	_____	_____	_____	<input type="checkbox"/> YES	<input type="checkbox"/> NO

If no subcontractors, please insert "self."

I AM NOT USING ANY MBE/WBE SUBCONTRACTORS.

C O N T R A C T

THIS CONTRACT, made and entered into this _____ day of _____, 19____, between CLARK COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as the "OWNER" and _____ (a Corporation organized and existing under the laws of the State of _____), (a Partnership consisting of _____), (an Individual trading as _____), of the City of _____, in the State of _____), hereinafter referred to as the "CONTRACTOR".

WITNESSETH: That the said CONTRACTOR having been awarded the contract for the

INTERIOR REMODEL OF ADMINISTRATIVE OFFICES
IN THE CLARK COUNTY CENTENNIAL BUILDING

in accordance with the proposal therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the CONTRACTOR and the OWNER, the CONTRACTOR hereby covenants and agrees to and with the OWNER to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish all the materials and all the tools, labor, and equipment necessary to properly perform and complete the work ready for use, in strict accordance with all the provisions of the Contract including all Bid Documents attached hereto and made a part hereof and to accept as full compensation for the satisfactory performance of this Contract the sum of _____ (\$ _____).

The prices named in the Bid are for the completed work, and include the furnishing of all materials and all labor, equipment, tools and appliances and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it has been accepted by the Board of County Commissioners.

Time is of the essence. The CONTRACTOR shall commence the work to be performed under this Contract on the date set by the OWNER in the written notice to proceed, continuing the work with diligence and shall complete the entire work within **120 calendar days** after the date of receipt of the notice to proceed. Further, in the event milestone completion dates are established for separable portions of the work, the CONTRACTOR agrees to complete said separable portions of the work in accordance with said milestone dates.

REVISED PER ADDENDUM NO. 2
Contract
Interior Remodel of Administrative
Offices in the Centennial Building

In case of failure on the part of the CONTRACTOR to complete the work within the time(s) specified in the Contract, or with such additional time(s) as may be granted by formal action of the Board of County Commissioners or fails to prosecute the work, or any separable portions thereof, with such diligence as will insure its completion within the time(s) specified in the Contract or any extensions thereof, the CONTRACTOR shall pay to the OWNER, as liquidated damages, the sum of \$500 for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the OWNER in completing the work.

IN WITNESS WHEREOF, the Board of County Commissioners of Clark County, Nevada, has made and executed this contract on behalf of the said OWNER and caused the seal of the said OWNER to be affixed hereto, and the CONTRACTOR has hereunto set his hand the day and year above written.

CLARK COUNTY, NEVADA

BY: _____
Chairman, Board of County Commissioners

ATTEST:

LORETTA BOWMAN, County Clerk

BY: _____
-seal-

CONTRACTOR:

BY: _____
-seal-

CLARK COUNTY, NEVADA
BID NO. 2430-91
INTERIOR REMODEL OF
ADMINISTRATIVE OFFICES
IN THE
CLARK COUNTY CENTENNIAL BUILDING

TECHNICAL SPECIFICATIONS

ITEM NO. 1: Please incorporate the attached Technical specification as prepared by:

Western Technology, Inc. Pages 1, 2 and 6 through 40
4085 Nevso Drive, Suite G
Las Vegas, NV 89103
(702) 252-0580

dated January 28, 1991 and prepared by Valerie S. Mitchell.

Sections include:

Part-1 Contract Documents

1200 through 1900

Part-2 Materials and Equipment

2100 through 2900

Part-3 Execution of Work

3100 through 3900

Part-4 Project Closeout

The asbestos abatement costs for the Centennial Building shall be identified as a separate line item cost on the bid proposal form.

- ITEM NO. 2: Please incorporate the attached drawings revisions SK-1 and M-2 with revision 1 as part of your bid document. These drawings show a floor plan revision for the Second Floor.
- ITEM NO. 3: Please incorporate attached sketches ER-1, ER-2, ER-3, ER-4 showing the electrical revisions for the Second Floor.
- ITEM NO. 4: All existing carpet shall be removed by the Contractor.
- ITEM NO. 5: Delete any reference to "providing and installing new carpet." All new carpet installation will be completed by Owner.
- ITEM NO. 6: 2" thick rigid polystyrene insulation shall extend from existing floor slab to the underside of the metal deck above. Typical exterior walls. Metal "Z" channels may be used in lieu of 2 x 2 wood furring strips.

- ITEM NO. 7: Contractor shall provide and install eight (8) additional fire extinguisher cabinets and fire extinguishers as specified. Location as directed by Architect.
- ITEM NO. 8: All light switches, fire alarm pull stations, fire extinguishers, thermostats shall be installed no higher than 48" above finish floor.
- ITEM NO. 9: The center line of all duplex receptacles shall not be installed lower than 16" above finish floor.
- ITEM NO. 10: Butts - Substitute Stanley FBB 179 NRP 260 Finish or Hager BB750 Steel NRP in lieu of that specified
- Thresholds - Substitute 172A in lieu of 172B specified
- Closers - Cover to be molded plastic with sprayed aluminum finish in lieu of that specified
- Weatherstripping - Substitute 306AV in lieu of 379AR
- Door Shoe - Substitute 315CN in lieu of 211AV
- Exit Device - Substitute Von Duprin 99TB in lieu of specified item and delete Entrance Lock
- All finishes to be equal to US26D
- Provide "lever type" handles on all doors specified with "knob" type.
- ITEM NO. 11 All fire alarm horns to be combination visual and audible.
- ITEM NO. 12 All open risers on existing concrete filled pan stairways shall be closed with a 16 gauge sheet metal plate welded to the existing treads.

txt: Arch: Cent Tech
02/26/91

CENTENNIAL BUILDING
PLUMBING ADDENDUM
AND
AIR CONDITIONING

- ITEM NO. 1 SHEET P-2: Owner furnished WC's Number Eight Total. Only (2) are handicap models. Provide "lift seat" to modify two units to handicap height.
- ITEM NO. 2 SHEET P-2: L1-H. In addition to offset P-trap for handicap access, include insulating offset P-traps per Federal Accessibility Standards.
- ITEM NO. 3 SHEET P-2: Dayton B.S. model is D-11721 not the model number shown on plans. Provide with offset, insulated P-trap per Federal Accessibility Standards. Change faucet set to Delta #3579LGSHDF (3GPM) or equal wing handle or single lever type per Uniform Federal Accessibility Standards.
- ITEM NO. 4 SHEET M-1: Owner furnished units must be retrieved by the Contractor from the Clark County Electrical Storage Yard (near Horseman's Park and transported by him for installation by him at the job site.

dsk: Arch: CENT ADD
02/26/91



**Clark County General Services Department
ASBESTOS ABATEMENT SPECIFICATIONS FOR
Centennial Building - Las Vegas**

PART 1 - GENERAL

PROJECT/WORK IDENTIFICATION

Part 1 - General: Project name is Clark County Centennial Building ACM Abatement as shown on Contract Documents prepared by Western Technologies Inc. (WT). Specifications are dated 01-28-91.

Specifications prepared by: Valerie S. Mitchell, CIH Date: 01-28-91 License No. IJMPO114 (Nevada)

Contract Documents: Indicate the work of the Contract and related requirements and conditions that have an impact on the project. Related requirements and conditions that are indicated on the Contract Documents include, but are not necessarily limited to the following:

1100	Project Specific Bidding Requirements	
1101	Bid Submittal Deadline	
1102	Site Investigation	
1103	Patents/License	Deleted Sections 1100 through 1109
1104	Discrepancies	
1105	Modifications and Bid Withdrawals	
1106	Bonding Requirements	
1107	Licenses and Insurance Requirements	
1108	Qualifications	
1109	Rejection of Bids	
1200	Definitions	
1300	Scope of Work	Commencing on page 6 through page 40
1400	Description of Work	
1500	Schedule of Work	
1600	Applicable Standards and Guidelines	
1700	Submittals and Notices	
1800	Site Security	
1900	Emergency Planning	

Part 2 - Materials and Equipment

2100	Materials
2200	Equipment
2300	Substitutions

Part 3 - Execution of Work

- 3100 Preparation**
 - 3101 Work Area-General Requirements**
 - 3102 Worker Decontamination Systems**
 - 3103 Waste Container Pass-Out Enclosure/Emergency Exits**
 - 3104 Maintenance of Barriers/Enclosures**
 - 3105 Testing Enclosures**
 - 3106 Emergency Exits**
 - 3107 Removal of Fixtures**
 - 3108 Commencement of Work**

- 3200 Work Place Entry and Exit Procedures**
- 3300 Waste Container Pass-Out Procedures**
- 3400 Personnel Protection Requirements**
- 3500 Removal Procedures**
- 3600 Clean-up Procedures**
- 3700 Clearance Inspections/Air Monitoring**
- 3800 Waste Disposal Procedures**
- 3900 Reestablishment of Work Area**

Part 4 - Project Closeout

1100

Rejection of Bids

~~A bid may be rejected if it is found incomplete or in non-compliance with any provisions of these specifications, or for any other reason, in owner's sole discretion. The contract may be terminated if any information supplied by Bidder pursuant to Sections 1107 and 1108 is found to be incorrect.~~

1200

Definitions

General: Definitions contained in this Article are not necessarily complete, but are general to the extent that they are not defined more explicitly elsewhere in the Contract Documents.

Regulations: The term "Regulations" includes laws, statute, ordinances, rules, regulations, requirements, guidance documents and similar guidelines and lawful orders issued by authorities having jurisdiction, as well as rules, conventions and agreements within the

construction industry that control performance of the Work, whether they are lawfully imposed by authorities having jurisdiction or not.

Furnish: The term "furnish" is used to mean "supply and deliver to the project site, ready for unloading, unpacking, assembly, installation, and similar operations."

Install: The term "install" is used to describe operations at project site including the actual "unloading, unpacking, assembly, erection, placing, anchoring, applying, working to dimension, finishing, curing, protecting, cleaning and similar operations."

Provide: The term "provide" means "to furnish and install, complete and ready for the intended use."

Installer: An "Installer" is an entity engaged by the Contractor, either as an employee, subcontractor or sub-subcontractor for performance of a particular construction activity, including installation, erection, application and similar operations. Installers are required to be experienced in the operations they are engaged to perform.

Project Site: The space available to the Contractor for performance of the work, either exclusively or in conjunction with others performing other construction as part of the project. The extent of the project site will be identified at the pre-bid walk-through.

Testing Laboratories: A "testing laboratory" is an entity certified by the appropriate federal, state and/or local agencies engaged to perform specific analysis of asbestos bulk or air samples, either at the project site, or elsewhere, and to report on, and, if required, to interpret, results of those analyses.

Owner's Representative: This is Western Technologies, Inc. or any employee of WT who will represent the Owner during construction and until final completion of the work. WT will advise and consult with the Owner. The Owner's instructions to the contractor will be forwarded through the Owner's Representative.

Project Administrator: The Project Administrator is a WT employee and is a full time representative of the Owner at the job site with authority to stop the work upon verbal order to Contractor, if requirements of the Contract Documents are not met, or if in the sole judgement of the Project Administrator, Owner's Representative, Owner, the interests of the Owner, safety of any person or the Owner's property are jeopardized by the work.

General Superintendent: This is the Contractor's Representative at the work site. This person shall be the Competent Person required by OSHA in 29 CFR 1926, and licensed as a supervisor in Nevada.

DEFINITIONS RELATIVE TO ASBESTOS ABATEMENT

Accredited or Accreditation: (when referring to a person or laboratory): A person or laboratory accredited in accordance with section 206 of Title II of the Toxic Substance Control Act (TSCA) and other federal, state and local laws applicable to the work.

Adequately Wet: Adequately wet means sufficiently mix or penetrate with liquid to prevent the release of particulates. If visible emissions are observed coming from asbestos-containing material, then that material has not been adequately wetted. However, the absence of visible emissions is not sufficient evidence of being adequately wet.

Aerosol: A system consisting of particles, solid or liquid, suspended in air.

Air Monitoring: The process of measuring the fiber content of a specific volume of air.

Amended Water: Water to which a surfactant has been added to decrease the surface tension to 35 dynes or less.

Asbestos: The asbestiform varieties of serpentine (chrysotile), riebeckite (crocidolite), cummingtonite, grunerite, anthophyllite, and actinolite-tremolite. For purposes of determining respiratory and worker protection both the asbestiform and non-asbestiform varieties of the above minerals and any of these materials that have been chemically treated and/or altered shall be considered as asbestos.

Asbestos-Containing Material (ACM): Any material containing more than 1% by weight of asbestos of any type or mixture of types.

Asbestos-Containing Building Material (ACBM): Surfacing ACM, thermal system insulation ACM, or miscellaneous ACM that is found in or on structural members or other parts of a building.

Asbestos-Containing Waste Material: Asbestos-containing waste materials means mill tailings or any waste that contains commercial asbestos and is generated by a source subject to the provisions of this subpart. This term includes filters from control devices, friable asbestos waste material, and bags or other similar packaging contaminated with commercial asbestos. As applied to demolition and renovations operations, this term also includes regulated asbestos-containing material waste and materials contaminated with asbestos including disposable equipment and clothing.

Asbestos Debris: Pieces of ACBM that can be identified by color, texture, or composition, or dust, if the dust determined by an accredited inspector to be ACM.

Authorized Visitor: The Owner, the Owner's Representative, testing lab personnel, the Architect/Engineer, emergency personnel or a representative of any federal, state or local regulatory or other agency having authority over the project or the work.

Barrier: Any surface that seals off the work area to inhibit the movement of fibers.

Breathing Zone: A hemisphere forward of the shoulder with a radius of approximately 6 to 9 inches.

Category I Nonfriable Asbestos-Containing Material: Category I nonfriable asbestos-containing material (ACM) means asbestos-containing packings, gaskets, resilient floor covering, and asphalt roofing products containing more than 1 percent asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy.

Category II Nonfriable ACM: Category II nonfriable ACM means any material, excluding Category I nonfriable ACM, containing more than 1 percent asbestos as determined using the methods specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Ceiling Concentration: The concentration of an airborne substance that shall not be exceeded.

Certified Industrial Hygienist (C.I.H.): An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene.

Disposable Bag: A properly labeled 6 mil thick leak-tight plastic bag used for transporting asbestos waste from work areas to the disposal site.

Encapsulant: A material that surrounds or embeds asbestos fibers in an adhesive matrix, to prevent release of fibers.

Bridging encapsulant: An encapsulant that forms a discrete layer on the surface of an in-situ asbestos matrix.

Penetrating encapsulant: An encapsulant that is absorbed by the in-situ asbestos matrix without leaving a discrete surface layer.

Removal encapsulant: A penetrating encapsulant specifically designed to minimize fiber release during removal of asbestos-containing materials rather than for in-situ encapsulation.

Filter: A media component used in respirators or ventilation equipment to remove solid fibers and particles from the processed air.

Friable Asbestos Material: Friable asbestos material means any material containing more than 1 percent asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763 Section 1. Polarized Light Microscopy, that, when dry, can be crumbled, pulverized, or reduced to powder by hand pressure. If the asbestos content is less than 10 percent as determined by a method other than point counting by polarized light microscopy (PLM), verify the asbestos content by point counting using PLM.

Glovebag: Glove bag means a sealed compartment with attached inner gloves used for the handling of asbestos-containing materials, properly installed and used, glove bags provide a small work area enclosure typically used for small-scale asbestos stripping operations.

HEPA Filter: A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97% of asbestos fibers greater than 0.3 microns in diameter.

HEPA Filter Vacuum Collection Equipment (or Vacuum Cleaner): High efficiency particulate air filtered vacuum collection equipment with a filter system capable of collecting and retaining asbestos fibers. Filters should be of 99.97% efficiency for retaining fibers of 0.3 microns or larger.

High-Efficiency Particulate Air Filter: HEPA refers to a filtering system capable of trapping and retaining 99.97% of all monodispersed particles 0.3 micron in diameter or larger.

Negative Pressure Respirator: A respirator in which the air pressure inside the respiratory-inlet covering is positive during exhalation in relation to the air pressure of the outside atmosphere and negative during inhalation in relation to the air pressure of the outside atmosphere.

Negative Pressure Ventilation System: A pressure differential air ventilation system.

Nonfriable Asbestos-Containing Material: Nonfriable asbestos-containing material means any material containing more than 1 percent asbestos as determined using the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1. Polarized Light Microscopy, that, when dry, cannot be crumbled, pulverized, or reduced to powder by hand pressure.

Owner: Clark County General Services Department, Facilities Services Division, 401 South 4th Street, Las Vegas, Nevada 89101.

Pressure Differential and Ventilation System: A local exhaust system, utilizing HEPA filtration capable of maintaining a pressure differential with the inside of the Work Area at a lower pressure than any adjacent area, and which cleans recirculated air or generates a constant air flow from adjacent areas into the Work Area.

Protection Factor: The ratio of the ambient concentration of an airborne substance to the concentration of the substance inside the respirator at the breathing zone of the wearer. The protection factor is a measure of the degree of protection provided by a respirator to the wearer.

Regulated Asbestos-Containing Material (RACM): Regulated asbestos-containing material (RACM) means (a) Friable asbestos material. (b) Category I nonfriable ACM that has become friable. (c) Category I nonfriable ACM that will be or has been subjected to sanding, grinding, cutting, or abrading, or (d) Category II nonfriable ACM that has a high probability of becoming or has become crumbled, pulverized, or reduced to powder by the forces expected to act on the material in the course of demolition or renovation operations regulated by this subpart.

Remove: Remove means to take out RACM or facility components that contain or are covered with RACM from any facility.

Resilient Floor Covering: Resilient floor covering means asbestos-containing floor tile, including asphalt and vinyl floor covering containing more than 1 percent asbestos as determined using polarized light microscopy according to the method specified in Appendix A, Subpart F, 40 CFR Part 763, Section 1, Polarized Light Microscopy.

Respirator: A device to protect the wearer from the inhalation of harmful atmospheres.

Strip: Strip means to take off RACM from any part of a facility or facility components.

Surfactant: A chemical wetting agent added to water to improve penetration, thus reducing the quantity of water required for a given operation or area.

Transite: Cement asbestos products, e.g. shingle, pipe, panel.

Time Weighted Average (TWA): The average concentration of a contaminant in air during a specific time period.

Visible Emissions: Any emissions containing particulate asbestos material that are visually detectable without the aid of instruments. This does not include condensed uncombined water vapor.

Waste Shipment Record: Waste shipment record means the shipping document, required to be originated and signed by the waste generator, used to track and substantiate the disposition of asbestos-containing waste material.

Wet Cleaning: The process of eliminating asbestos contamination from building surfaces and objects by using cloth, mops, or other cleaning utensils which have been dampened with amended water or diluted removal encapsulant and afterwards thoroughly decontaminated or disposed of as asbestos-contaminated waste.

Work Area: The area where asbestos-related work or removal operations are performed which is defined and/or isolated to prevent the spread of asbestos dust, fibers or debris, and entry by unauthorized personnel. Work area is a Regulated Area as defined by 29 CFR 1926.

Working Day: Working day means Monday through Friday and includes holidays that fall on any of the days Monday through Friday.

Abbreviations and Names: Trade association names and titles of general standards are frequently abbreviated. The following acronyms or abbreviations as referenced in Contract Documents are defined to mean associated names. Names and addresses are subject to change, and are believed to be, but are not assured to be, accurate and up-to-date as of date of Contract Documents:

AIHA American Industrial Hygiene Association
475 Wolf Ledges Parkway
Akron, OH 44311
(216) 762-7294

- ANSI** American National Standards Institute
1430 Broadway
New York, NY 10018
(212) 354-3300
- ASTM** American Society for Testing and Materials
1916 Race Street
Philadelphia, PA 19103
(215) 299-5400
- CFR** Code of Federal Regulations
Available from Government Printing Office:
Washington, D.C. 20402
(usually first published in Federal Register)
(202) 783-3238
- CS** Commercial Standards of NBS
(U.S. Dept. of Commerce)
Government Printing Office
Washington, D.C. 20402
(202) 377-2000
- DOT** Department of Transportation
400 Seventh St., SW
Washington, D.C. 20509
(202) 382-3949
- EPA** Environmental Protection Agency
401 M. St., SW
Washington, D.C. 20460
(202) 382-4000
- NIST** National Institute of Standards and Technology
(U.S. Department of Commerce)
Gaithersburg, MD 20899
(301) 975-4016
- OSHA** Occupational Safety & Health Administration
(U.S. Dept. of Labor)
Government Printing Office
Washington, D.C. 20402
(202) 783-3238
- UL** Underwriters Laboratories
333 Pfingten Road
Northbrook, IL 60062
(312) 272-8800
- WT** Western Technologies
4085 Nevso Drive., Suite G
Las Vegas, Nevada 89103
(702) 252-0580

1300

Scope of Work

1301

This specification covers the abatement of exposure to asbestos hazards from building components listed in 1306. It is the intent of the Contract Documents to show all of the work necessary to complete the project.

1302

The Contractor will furnish all labor, materials, services, insurance and equipment necessary for the total removal of all areas of ACM listed in 1306.2 and ACM debris associated with those portions of the project site. The Contractor will consult the general job descriptions (1400) and the ACM listing in 1306 as a guide and will visit the building to assess the exact amounts of ACM present as well as the extent of physical difficulty involved in its complete removal. There will be an Owner's Representative (WT representative) at the job site throughout all phases of the work. The Contractor will seal off the internal work zones with 6 mil polyethylene containment barriers according to the provisions of Section 3101, erect decontamination facilities and air-locks, install negative air systems capable of changing all air in the containment area at least once each fifteen (15) minutes, and conduct comprehensive personnel air sampling tests during all phases of the work.

1303

The Contractor shall dispose of all ACM and asbestos debris in a certified landfill in a safe and approved manner in compliance with all applicable Federal, State and Local statutes, laws, rules, regulations and requirements, and provide Owner with records of the same. In the event procedural questions not covered by this job specification arise, the Contractor will be guided by the overall purpose of Section 1302. Intentional or willful violations of these job specifications will be grounds for immediate termination of the contract and possible assessment of damages.

1304

The Contractor shall remove all ACM from the areas specified in Section 1306.2 and leave those areas of the site in a condition free of ACM.

1305

Supplemental General Conditions: a) The Contractor shall after removing the asbestos-containing materials, spray the exposed substrates with a bridging encapsulant.

1306

Asbestos-Containing Materials:

1306.1

If, at any time during the specified scope of work, the Contractor encounters any suspect, friable ACMs which are not characterized by the original specifications as containing or not containing asbestos, or if the Contractor encounters any other material which might contain friable asbestos as a matter of common knowledge in the asbestos abatement industry and which is not characterized by the original specifications as containing or not containing friable asbestos, then the Contractor shall stop work immediately. The Contractor also shall immediately give notice to WT, in person or by telephone, describing the nature and location of the discovery. By the end of the next business day, the Contractor shall confirm the notices in writing. WT shall determine whether testing is necessary and shall make any test results available to the Contractor. The Contractor shall not resume work in these areas until WT has given written notice to the Contractor to proceed in all, or specified parts, of the work as indicated, with or without change order. Where a change order is indicated, Contractor shall not proceed with respect to that part of the work until the execution of the change order.

1306.2

The following friable asbestos-containing materials and amounts (± 10%) are scheduled for removal at the project site.

MATERIALS IDENTIFIED IN PROJECT AREA:

<u>MATERIAL TYPE & AMOUNT</u>	<u>ASBESTOS CONTENT</u>	<u>LOCATION</u>
Mudded pipe fittings (approximately 120)	50-60% Chrysotile	above ceiling throughout building
9"x 9" Vinyl asbestos floor tile (approximately 1880 sq. ft.)	5% Chrysotile	various areas throughout building
Floor tile mastic (approximately 1880 sq. ft.)	20% Chrysotile	beneath 9"x 9" VAT various areas throughout building
Brown ceiling tile mastic (approximately 2400 sq. ft. total)	30% Chrysotile	under 12"x 12" ceiling tiles various areas throughout building
Baseboard mastic (1180 lineal feet)	20-30% Chrysotile	various areas throughout building

1307 General Removal Procedures The following general abatement procedures will be utilized.

1307.1 Mudded Pipe Fittings - Critical barriers and negative pressure glovebags.

1307.2 Carpeted Areas w/ACM Ceiling Tile Mastic - Full containment with two layers of 6-mil polyethylene on walls and floors.

1307.3 For Areas With ACM Floor Tile, (and mastic), ACM Ceiling Tile Mastic and Baseboard Mastic - Critical barriers and two layers of 6-mil polyethylene sheeting on walls to within 2 inches of top of baseboards.

1307.4 For Areas With ACM Floor Tile (and mastic) and Baseboard Mastic Only - Critical barriers and two layers of 6-mil polyethylene sheeting on walls extending from approximately 2 inches above baseboards to at least 4 feet above floor.

1400 Description of Work

1401 The work specified herein shall be the complete licensed removal of all specified asbestos-containing materials (Section 1306.2) and associated ACM debris by competent licensed persons trained, knowledgeable and qualified in the techniques of abatement, handling and disposal of asbestos-containing and asbestos-contaminated materials and the subsequent cleaning of internal contaminated areas, who comply with all applicable Federal, State and Local regulations and are capable of and willing to perform the work of this Contract. All such persons shall be properly licensed, certified and accredited. The Contractor will be responsible for verifying the validity of each workers licensing, certification, and accreditation.

1402 The Contractor shall supply all labor, materials, services, insurance, permits and equipment necessary to carry out the work in accordance with all applicable Federal, State and Local regulations and these specifications.

- 1403 Contractor shall examine the site and verify that there are no known "special conditions" which must be considered by the Contractor when performing the asbestos abatement (e.g. high temperatures equipment that must remain in operation, other toxic substances in the air, running through pipes or contaminated surfaces or fixtures). Any failure by the Contractor to identify "special conditions" will not relieve him from the responsibility for estimating properly the difficulty or cost of successfully performing the work.
- 1404 Throughout the removal and subsequent cleaning operations, the Contractor is responsible for all personal air-monitoring as required under OSHA regulations for the protection of his employees. Samples shall be taken to establish an 8 hour Time-Weighted Average and exposure for each type of employee operation. Sampling and analysis shall be conducted in strict accordance w/ applicable OSHA regulations. Analytical results of personal air samples shall be made available to the Owner's representative on a 24 hour maximum turnaround basis. Written reports shall be sent directly to the Owner's representative from the laboratory. A minimum of 25% of the workers in each type of work operation shall be monitored continuously. All air samples submitted by the Contractor for analysis shall be submitted to a laboratory currently enrolled in the AIHA/NIOSH Proficiency Analytical Testing (PAT) program. The microscopist responsible for asbestos analysis shall have successfully completed the NIOSH 582 course and shall be listed in the AIHA Asbestos Analysts Registry.
- 1405 Baseline, removal and final clearance area air sampling will be conducted by the Owner's representative. The results of this air sampling will be made available to the Contractor as a part of his copy of the final report. Should the Contractor desire this information earlier, he shall make a written request to the Owner's representative. Area air monitoring samples will be analyzed by PCM, NIOSH Method 7400.
- 1500 Schedule of Work
- 1501 ~~Upon verbal award of the Contract,~~ Contractor shall ~~immediately~~ file all necessary notifications with the State of Nevada, Department of Industrial Relations and NESHAPS notifications, to EPA Region IX and the Clark County Health District.
- 1502 ~~Abatement work on this project shall commence on~~
~~Successful bidder shall be notified of award of contract at least 10 days in advance.~~
- 1503 ~~Abatement work on this project shall be completed and all abatement areas shall be ready for final visual inspection and/or clearance air monitoring no later than~~
- 1504 Contractor shall schedule abatement work on this project in such a manner so as to complete work by the scheduled completion date without requiring any Contractor employees to work more than 40 hours in any single work week, nor more than 8 hours in any single working day. Any overtime by Contractor's employees will require advance approval by the Owner's representative.

- 1600 Applicable Standards and Guidelines
- 1601 General Requirements
- 1601.1 All work under this contract shall be done in strict accordance with all applicable Federal, State and Local regulations, standards and codes governing asbestos abatement (including removal, transportation and disposal), and any other trade work done in conjunction with the abatement.
- 1601.2 By initiating work on this project the Contractor acknowledges that has reviewed and is knowledgeable of all current Federal, State and Local regulations (including those listed below) affecting the work on this project. The act of initiating work on this project indicates that the Contractor is willing to solely accept responsibility for the adherence to all regulations and the enforcement of all personnel protection and safety requirements. The Contractor further acknowledges willingness to solely accept responsibility for the defense and resolution of any claims, filed by any party, as they may relate to the work performed by the Contractor on this project.
- 1601.3 Where compliance with two or more standards is specified, and they establish different or conflicting requirements for minimum quantities or quality levels, the most stringent requirement will be enforced. Refer requirements that are different, but apparently equal, and uncertainties as to which quality level is more stringent to the Owner's Representative for a decision before proceeding.
- 1601.4 Copies of all standards, regulations, codes and other applicable documents relating to the work, including this specification and those listed in Section 1602 shall be made available at the work site in the clean change area of the worker decontamination system.
- 1602 Specific Regulations
- 1602.1 Occupational Safety and Health Administration (OSHA).
- 1602.1.1 Title 29 Code of Federal Regulations Section 1910.1001 - General Industry Standard for Asbestos.
- 1602.1.2 Title 20 Code of Federal Regulations Section 1910.134 - General Industry Standard for Respiratory Protection.
- 1602.1.3 Title 29 Code of Federal Regulations Section 1926.58 - Construction Industry Standards for Asbestos.
- 1602.1.4 Title 29 Code of Federal Regulations Section 1910.2 - Employee Exposure and Medical Records.
- 1602.1.5 Title 29 Code of Federal Regulations Section 1910.1200 - Hazard Communication.
- 1602.1.6 Title 29 Code of Federal Regulations Section 1910.58 - Asbestos.
- 1602.2 Environmental Protection Agency (EPA).
- 1602.2.1 Title 40 Code of Federal Regulations Part 61 Subparts A and M (Revised Subpart M-11/20/90) - National Emission Standard for Asbestos.

- 1602.3 Hazardous Materials Transportation Act.
- 1602.3.1 49 United States Code SS 1801 et seq.
- 1602.4 State of Nevada, Department of Industrial Relations, Division of Occupational Safety and Health, Regulations for the Control of Asbestos.
- 1603 Copies of Standards: Each entity engaged in construction of any part of the Project is required to be familiar with industry standards applicable to that entities' construction activity. Copies of applicable standards are not bound with the Contract Documents.

Where copies of standards are needed for performance of a required construction activity, the Contractor shall obtain copies directly from the publication source.

Although copies of standards needed for enforcement of requirements may be part of required submittals, the Owner's Representative reserves the right to require the Contractor to submit additional copies as necessary for enforcement of requirements.

1700 Submittals and Notices

1701 Contractor Submittals (Prior to Abatement)

1701.1 Submit proof satisfactory to the WT representative that required permits have been obtained and that disposal, site location and arrangements for transport and disposal of asbestos-containing waste materials have been made. Obtain and submit a copy of handling procedures and list of protective equipment utilized for asbestos disposal at the landfill, signed by the landfill owner. If a separate hauler (other than the abatement contracting firm) is to be employed to transport the ACM waste to the landfill, copies of the haulers licenses and permits shall be submitted to WT. Obtain and submit a signed statement from the landfill owner/operator that all provisions of Section 61.154 of the November 20, 1990 revisions to the asbestos NESHAPs rule (40 CFR, Part 61, Subpart M) shall be met.

1701.2 Submit documentation satisfactory to the WT representative that the Contractor's employees including foreman, supervisors, and any other company personnel or agents who may be exposed to airborne asbestos fibers or who may be responsible for any aspects of abatement activities, are properly licensed, and have received adequate training.

1701.3 Submit evidence acceptable to the Owner's representative that the laboratory responsible for PCM analysis of the Contractor's employees OSHA-mandated personal air samples is currently enrolled in the AIHA/NIOSH PAT program. The laboratory's results from the most recent four (4) rounds shall be provided. The laboratory shall have received a proficiency rating in each of the last four rounds with a maximum of 2 outliers total in the four rounds. Additionally, the Contractor shall submit evidence acceptable to the Owner's representative that the microscopist responsible for the PCM analyses has taken the NIOSH 582 class (or equivalent) and is listed in the AIHA Asbestos Analysts registry.

1701.4 Submit documentation from a physician that all employees or agents who may be exposed to airborne asbestos in excess of background level have been provided with an opportunity to be medically monitored to determine whether they are physically capable of working while wearing the respirator required without suffering adverse health effects. In addition, document that personnel have received medical monitoring as required in OSHA 29 CFR 1910.1001 (j). The Contractor must be aware of and provide information to the examining

physician about unusual conditions in the workplace environment (i.e., high temperatures, humidity, chemical contaminant) that may impact on the employee's ability to perform work activities.

- 1701.5 Submit, to the WT representative, shop drawings for layout and construction of decontamination enclosure system and barriers for isolation of the work area, as appropriate.
- 1701.6 Submit, to the Owner's Representative, manufacturer's certification that HEPA vacuums (negative pressure ventilation units) and other local exhaust ventilation equipment conform to ANSI 29.2-79.
- 1701.7 When rental equipment is to be used in abatement areas or to transport asbestos contaminated waste, a written notification concerning intended use of the rental equipment must be provided to the rental agency with a copy submitted to the Owner's Representative.
- 1701.8 Document NIOSH approvals for all respiratory protective devices utilized onsite. Include manufacturer certification of HEPA filtration capabilities for all cartridges and filters.
- 1701.9 Submit documentation of respirator fit-testing for all Contract employees and agents who must enter the work area. This fit-testing shall be in accordance with qualitative procedures as detailed in the OSHA Asbestos Standard 20 CFR 1910.1001 Appendix C, Qualitative Fit Test Protocol or be quantitative in nature.
- 1701.10 Post the project site with multilingual danger signs and other warnings against exposure to hazardous substances and other dangers.
- 1701.11 Send written notification in accordance with 40 CFR Part 61.145 of Subpart M (11/20/90 Revision) to the appropriate State administrator and Federal air pollution control agency responsible for the enforcement of the National Emission Standard for Asbestos at least ten (10) working days prior to the commencement of any onsite project activity. Provide the WT representative with a copy of the notice prior to beginning removal of ACMs.
- 1701.12 Should abatement projects involve more than 3 linear feet of friable ACM located on pipes or more than 3 square feet of friable ACM located on any other surface, the Contractor shall, at least ten (10) days before any onsite work is begun at the project, notify the State of Nevada, Division of Occupation Safety and Health as per the provisions of NAC 618.954.

1702 Contractor Submittals During Abatement Activities

- 1702.1 Submit job progress reports detailing abatement activities as requested by the WT representative. Include review of program with respect to previously established milestones and schedules, major problems and action taken, injury reports, equipment breakdown and all bulk material and air sampling results conducted by Contractor's Air Sampling Professional.
- 1702.2 Submit to WT copies of all transport manifests, waste shipment records, trip tickets and disposal receipts for all asbestos waste materials removed from the work area during the abatement process.

1702.3 Submit to WT daily, copies of worksite entry logbooks with information on worker and visitor access.

1702.4 Submit to WT logs documenting filter changes on respirators. HEPA vacuums, negative pressure ventilation units and other engineering controls, if such equipment is utilized.

1702.5 Submit to WT results of any bulk asbestos analysis and air sampling data and compliance air monitoring results.

1702.6 Post in the clean room area of the worker decontamination enclosure a list containing the names, addresses, and telephone numbers of the Contractor, the Owner, and WT representative, the General Superintendent, the Air Sampling Professionals, the testing Laboratory and any other personnel who may be required to assist during abatement activities.

1703 Owner/Owners Representative Submittals to Contractor

1703.1 During Abatement

Submit, to the Contractor, results of ambient air sampling data collected during the course of the Abatement. These sample results are for information only and may not be relied upon by Contractor for any purpose. They serve only to monitor Contractor performance during the project and shall not release the Contractor from any responsibility to sample for OSHA compliance or to otherwise perform Contractor's obligations hereunder.

1703.2 All ambient and final clearance air monitoring will be performed by the Owner's representative; a copy of which shall be submitted to Contractor for inclusion in his permanent record.

1704 Potential Asbestos Hazard

The disturbance or dislocation of asbestos-containing materials may cause asbestos fibers to be released into the building or ambient atmosphere, thereby creating a potential health hazard to workmen, building occupants and others present at or near this site. Apprise all workers, supervisory personnel, subcontractors, consultants and others who will be at the job site of the seriousness of the hazard and of proper work procedures which must be followed.

Where in the performance of the work, workers, supervisory personnel, subcontractors, consultants or others may encounter, disturb or otherwise function in the immediate vicinity of any identified asbestos-containing materials, take appropriate continuous measures as necessary to protect all building occupants or others from the potential hazard of exposure to airborne asbestos. Such measures shall include the procedures and methods described herein, and compliance with regulations of applicable Federal, State and Local agencies.

1705 Stop Work

It is the Owner's Representative, or the Project Administrator presents a written stop work order immediately and automatically stop all work. Do not recommence work until authorized in writing by Owner's Representative.

1706

Site Use

1706.1

General: During the entire construction period the Contractor shall have the use of the project area for construction operations. Contractor must confine operations at the site to the areas permitted under the Contract. Portions of the site beyond areas on which work is indicated are not to be disturbed except as necessary to insure the safety of those present at or near the site. Conform to site rules and regulations affecting the work while engaged in project construction.

1706.2

Keep existing driveways and entrances serving the premises clear and available to the Owner and his employees at all times. Do not use these areas for parking or storage of materials without prior consent from Owner.

1706.3

Do not unreasonably encumber the site with materials or equipment. Storing of materials is to be approved by owner in advance. Confine stockpiling of materials to the areas indicated by the Owner. If additional storage is necessary obtain and pay for such storage offsite.

1800

Site Security

1801

The work area is to be restricted only to authorized, licensed, trained, and protected personnel. This may include the Contractor's employees, and employees of state and local inspectors and any other designated individuals. A list of authorized personnel shall be established prior to job start and posted in the clean room of the workers decontamination facility.

1802

Entry into the work by unauthorized individuals shall be reported immediately to the Owner's representative by the Contractor.

1803

A log book shall be maintained by the Contractor in the clean room areas of the worker decontamination system. Anyone who enters the work area must record name, affiliation, time in, and time out for each entry.

1804

Access to the work area shall be through a single worker decontamination system. All other means of access (doors, windows, hallways, etc.) shall be blocked or locked so as to prevent entry to or exit from the work area. The only exceptions for this rule are the waste pass-out airlock which shall be sealed except during removal of containerized asbestos waste from the work area, and emergency exits in case of fire or accident. Emergency exits shall not be locked from the inside. However, they shall be sealed with polyethylene sheeting and tape until needed.

1805

Contractor shall control site security during abatement operations whenever possible, in order to protect work efforts and equipment.

1900

Emergency Planning

1901

Emergency planning shall be developed prior to abatement initiation and agreed to by Contractor, Owner and WT representative.

1902

Emergency procedures shall be prepared by successful bidder in written form and prominently posted in the clean change area and equipment room of the worker decontamination area.

- 1903 Emergency procedures shall include written notification of police, fire, and emergency medical personnel of planned abatement activities, work schedule and layout of work area, particularly barriers that may affect response capabilities.
- 1904 Emergency planning shall include considerations of fire, explosion, toxic atmospheres, electrical hazards, slips, trips and falls, confined spaces and heat related injury. Written procedures shall be developed and employee training in procedures shall be provided.
- 1905 Employees shall be trained in evacuation procedures in the event of workplace emergencies.
- 1905.1 For non life-threatening situations - Employees injured or otherwise incapacitated shall decontaminate following normal procedures with assistance from fellow workers, if necessary, before exiting the work place to obtain proper medical treatment.
- 1906 Telephone numbers of all emergency response personnel (including environmental substance agencies) shall be prominently posted in the clean change area and equipment room, along with the location of the nearest telephone and the location of the nearest hospital.

PART 2 - MATERIALS AND EQUIPMENT

- 2100 Materials
- 2101 General
- 2101.1 Deliver all materials in the original packages, containers or bundles bearing the name of the manufacturer and the brand name (where applicable).
- 2101.2 Store all materials subject to damage off the ground, away from wet or damp surfaces and under cover sufficient enough to prevent damage or contamination. Replacement materials shall be stored outside of the work area until abatement is completed.
- 2101.3 Damaged, deteriorating or previously used materials shall not be used and shall be removed from the worksite and disposed of properly.
- 2101.4 If used, glove bags shall be minimum of six (6) mil thickness. If used, any bags with any portions of thickness or strength less than that of six (6) mil polyethylene will not be accepted. All glove bags shall be removed from the original packing material and thoroughly inspected for defects around all seams and at the point of glove and accessory attachments. Any defective glove bags will be repaired or discarded.
- 2101.5 Polyethylene sheeting for walls and stationary objects shall be a minimum of six (6) mil thick.
- 2101.6 For floors and all other uses, sheeting of at least six (6) mil thickness shall be used in widths selected to minimize the frequency of joints.

- 2101.7 Method of attaching polyethylene sheet shall be agreed upon in advance by the Contractor and Owner's representative). Method of attachment may include any combination of duct tape or other waterproof tape, furring strips, spray glue, staples, nails, screws or sheets of polyethylene and capable of sealing polyethylene to dissimilar finished or unfinished surfaces under both wet and dry conditions (including the use of amended water).
- 2101.8 Polyethylene sheeting utilized for worker decontamination enclosure shall be opaque white or black in color.
- 2101.9 Disposal bags shall be of six (6) mil polyethylene, preprinted with labels per OSHA requirement 20 CFR 1910.1001 (j)(2)(ii).
- 2101.10 Disposal drums shall be metal or fibercoated with interlocking ring tops.
- 2101.11 Stick-on labels as per OSHA requirements (see 2101.9) for disposal drums.
- 2101.12 Warning signs as required by OSHA 20 CFR 1910.1001 (j)(1)(iii).

2102 Removal

- 2102.1 Surfactant (wetting agent) shall be a 50/50 mixture of polyoxyethylene ether polyoxyethylene ester, or equivalent, mixed in a proportion of one (1) fluid ounce of five (5) gallons of water or as specified by manufacturer. (An equivalent surfactant shall be understood to mean a material with a surface tension of 29 dynes/cm as tested in its properly mixed concentration, using ASTM method D1331-56- "Surface and Interfacial Tension of Solutions of Surface Active Agents.") Where work area temperature may cause freezing of the amended water solution, the addition of ethylene glycol in amounts sufficient to prevent freezing is permitted.
- 2102.2 Chemical Remover shall be suitable to aid in the removal of ACM (EPA 55, or approved equal).
- 2102.3 Removal Encapsulant shall be suitable to aid in removal of ACM such as Asbestite 1000, Serpiflex Shield #4, BWE 5000, or equivalent; the removal encapsulant shall act as its own solvent and be capable of binding and encapsulating individual asbestos fibers.
- 2102.4 Penetrating encapsulants shall be Asbestite 2000, American Coating Cable Coating 22P, SK 13-1C, BWE 3000, or approved equal. The encapsulant shall have a coverage of approximately 80 square feet per gallon.
- 2102.5 Bridging encapsulants shall be American Coating FNE High Temperature Sealant, Ocean 666, or approved equal. Bridging encapsulants shall have a coverage of approximately 25 square feet per gallon.

2103 Lockdown

- 2103.1 Encapsulation lockdown materials shall be bridging type and conform with the following characteristics:
 - 2103.1.1 Encapsulants should not be solvent-based or utilize a vehicle (the liquid in which the solid parts of the encapsulant are suspended) consisting of hydrocarbons.

2103.1.2 Encapsulants shall not be flammable.

2200 Equipment

2201 General

2201.1 A sufficient quantity of negative pressure ventilation units equipped with HEPA filtration and operated in accordance with ANSI Z9.2 - 79 (local exhaust ventilation requirements) and EPA guidance document EPA 560/5-43-002 Guidance for Controlling Friable Asbestos - Containing Materials in Buildings Appendix F. Recommended Specifications and Operating Procedures for the Use of Negative Pressure Systems for Asbestos Abatement shall be utilized so as to provide at least one workplace air change every fifteen (15) minutes. If air-supplied respirators are utilized, estimate the volume of supplied air, and add to workplace air volume when calculating ventilation requirements. For small removal and glove bags, a HEPA filtered vacuum system may be utilized to provide negative air pressure.

2201.1.1 Each negative air machine (NAM) must have a minimum of 1800 to 2000 cfm capacity.

2201.1.2 Each negative air machine (NAM) which is utilized on the project shall be tested/certified under the "DOP Test" within the six-month period prior to the start of work. This test is intended to ensure that air does not bypass or leak around the HEPA filter assembly within the negative air machine. Tests shall be performed and written results shall be provided by an agency approved by the Owner. Testing agency shall be Technical Safety Services, In San Francisco at (415) 233-8378, or approved equal.

2201.1.3 Each negative air machine shall have a backdraft damper installed on the discharge of the machine. Dampers shall be properly fitted to the equipment utilizing a 20 gauge sheet metal transition fitting. Dampers shall be Ruskin Model BD2-A2, 18"x 18" minimum size.

2201.2 Type "C" air-supplied respirators in positive pressure or pressure demand mode with full face pieces and HEPA filtered disconnect protection have traditionally been recommended by the EPA for all full shift abatement work until the successful completion of final clearance air monitoring. However, powered air purifying respirators equipped with HEPA filters and full face-pieces with highest NIOSH assigned protection factor may be used if the personnel air fiber level does not exceed 0.5 f/cc during removal work. A sufficient supply of charged replacement batteries and filters and a flow test meter shall be available in the clean change area for use with powered air purifying respirators. Air purifying respirators with dual high-efficiency (HEPA) filters may be utilized during work area final cleaning only as long as both of the following criteria have been met:

- 1) The areas have been inspected by the WT representative and have been found to be free of visible ACM debris; and
- 2) The air fiber level does not exceed 0.1 f/cc.

Spectacle kits and eyeglasses must be provided for employees who wear glasses and who must wear full face-piece respirators. Respirators shall be provided that have been tested and approved by the National Institute of Occupational Safety and Health for use in asbestos contaminated atmospheres.

- 2201.3 Compressed air systems, if used, shall be designed to provide air volumes and pressures to accommodate respirator manufacturer's specifications. The compressed air systems shall have a receiver of adequate capacity to allow escape of all respirator wearers from contaminated areas in the event of compressor failure. Compressors must meet the requirements of 29 CFR 1910.134 (d). Compressors must have an observable in-line carbon monoxide monitor. Documentation of adequacy of compressed air systems/respiratory protection system must be retained onsite. This documentation will include a list of compatible components with the maximum number of and type of respirators that may be used as described in Compressed Gas Association Specifications G-7.1. The contractor is responsible for having a type "C" System at its immediate disposal in case it is required.
- 2201.4 Full body disposable protective clothing, including head, body and foot coverings (unless using footwear described in 2201.6) consisting of material impenetrable by asbestos fibers (Tyvek or equivalent) authorized visitors in sizes adequate to accommodate movement without tearing.
- 2201.5 Additional safety equipment (e.g. hard hats meeting the requirements of ANSI Standard Z87.1-1981, eye protection meeting the requirements of ANSI Standard Z87.1-1979, safety shoes meeting the requirements of ANSI Standard Z41.1-1967, disposable PVC gloves), as necessary, shall be provided to all workers and authorized visitors.
- 2201.6 Non-skid footwear shall be provided to all abatement workers. Disposable clothing shall be adequately sealed to the footwear to prevent body contamination.
- 2201.7 If launderable clothing is to be worn underneath disposable protective clothing, it shall be provided by the Contractor to all abatement workers. (It is recommended that launderable clothing be a unique, specific color to enable it to be distinguished from general purpose blue, gray or black coveralls which are commonly worn.) Laundering must occur in accordance with 29 CFR 1910.1001 (d) (4) (iii). However, it is preferable that the following procedures be utilized:
- 2201.7.1 Launderers must be trained in proper techniques for handling asbestos contaminated clothing and provided with personal protective equipment consisting of appropriate respirators and disposable clothing for use when needed.
- 2201.7.2 Machines used for laundering asbestos contaminated clothing shall be isolated and restricted for such use.
- 2201.7.3 Washers shall be equipped with filters to remove asbestos fibers from discharged water (see Section 3102.7).
- 2201.7.4 Dryers shall be isolated and restricted for use with asbestos contaminated fabrics and have HEPA filtered exhaust.
- 2201.7.5 Machine maintenance shall be performed by protected individuals (as per 2201.7.1).
- 2201.8 A sufficient supply of disposable mops, rags and sponges for work area decontamination shall be available.

- 2202 Removal
- 2202.1 A sufficient supply of scaffolds, ladders, lifts and hand tools (e.g. scrapers, wire cutters, brushes, utility knives, wire saws, etc.) shall be provided as needed and shall be erected or set-up and maintained in a safe manner.
- 2202.2 Sprayers with pumps capable of providing 500 pounds per square inch (psi) at the nozzle tip at a flow rate of 2 gallons per minute for spraying amended water.
- 2202.3 Rubber or plastic dustpans, shovels, and squeegees shall be provided for cleanup.
- 2202.4 Brushes utilized for removing loose asbestos containing material shall have nylon or fiber bristles, not metal.
- 2202.5 A sufficient supply of HEPA filtered vacuum systems shall be available during abatement and cleanup. If an outside vacuum system such as a "Guzzler" is used, a full containment enclosure with negative air pressure will be required around the system so as to prevent possible contamination to the outside ambient air.
- 2300 Substitutions
- 2301 Approval Required:
- 2301.1 The Contact is based on the materials, equipment and methods described in the Contract Documents.
- 2301.2 The Owner's Representative will consider proposals for substitutions of materials, equipment and methods only when such proposals are accompanied by full and complete technical data and all other information required by the Owner's Representative to evaluate the proposed substitution. All substitutions must comply with applicable federal, state and local laws.
- 2301.3 Do not substitute materials, equipment or methods unless such substitution has been specifically approved for this work by the Owner's Representative.
- 2302 "Or Equal"
- 2302.1 Where the phrase "or equal" or "or equal as approved by the Owner" occurs in the Contract Document, do not assume that materials, equipment or methods will be approved by the Owner's Representative unless the item has been specifically approved for this work by the Owner's Representative.
- 2302.2 The decision of the Owner or Owner's Representative shall be final.
- 2303 Separate substitute bids: Bidders may, if they wish, submit completely separate bids using materials and methods other than those described in the Contract Documents, provided that all substitutions are clearly identified and described, and that the Bid in all other respects is in accordance with the provisions of the Contract Documents.

- 2304 Availability of Specified Items
- 2304.1 Verify prior to bidding that all specified items will be available in time for installation during orderly and timely progress of the work.
- 2304.2 In the event that specified items will not be available, notify the Owner prior to receipt of bids.
- 2304.3 Costs of delays because of non-availability of specified items, when such delays could have been avoided by the Contractor, will be back-charged as necessary and shall not be borne by the Owner or Owner's Representative.

PART 3 - EXECUTION

- 3100 Preparation
- 3101 Work Areas - General Requirements
- 3101.1 Post caution signs and warning tape meeting the specifications of OSHA 29 CFR 1910.1001 (j)(1)(ii) at locations and approaches where airborne fiber concentrations may be reasonably expected to exceed ambient background levels. Signs and warning tape shall be posted at a distance sufficiently far enough away from the work area to permit an employee or others to read the sign and take the necessary protective measures to avoid exposure. Additional signs may be posted following construction of workplace enclosure barriers.
- 3101.2 Shut down and lock out electric power to all work areas. Make provisions to draw temporary power and lighting from outside the abatement area. Insure safe installation (including ground faulting) of temporary power sources and equipment by compliance with all applicable electrical code requirements and OSHA requirements for temporary electrical systems. All costs for electric shall be paid by the Owner.
- 3101.3 The Contractor shall provide sanitary facilities for abatement personnel outside of the enclosed work area maintain them in a clean and sanitary condition throughout the project or use and maintain in a sanitary condition the facilities designated by the Owner.
- 3101.4 The Owner will provide water and power for construction purposes. The contractor should connect to existing systems where possible.
- 3101.5 Preclean all movable objects within the work area using a HEPA filtered vacuum and/or wet cleaning methods as appropriate. After cleaning these objects, including carpeting, shall be removed from the work area and carefully stored or disposed of in compliance with all applicable Federal, State and local laws.
- 3101.6 Seal off all windows, doorways, corridor entrances, drains, ducts, grates, diffusers, skylights and any other openings leading into, out of, or through the contaminated areas from uncontaminated areas outside of the work area (including the outside of the building, tunnels and crawl spaces) with six (6) mil polyethylene sheeting and duct tape. Doors accessing the glove bag removal area must be sealed with two layers of six (6) mil polyethylene sheeting.
- 3101.7 In areas where no ACM floor tile and/or mastic is to be removed cover floors with polyethylene sheeting.

- 3101.7.1 Floors inside the containment area and decontamination chambers shall be covered with two layers of six (6) mil (minimum) sheeting. Layers of sheeting should be utilized as drop cloths to aid in cleanup of bulk materials.
- 3101.7.2 Plastic shall be sized to minimize seams. If the floor area necessitates seams, those on successive layers of sheeting shall be staggered to reduce the potential for water to penetrate to the flooring material. A distance of at least six (6) feet between seams in sufficient. Do not locate any seams at wall/floor joints.
- 3101.7.3 Floor sheeting shall extend at least twelve (12) inches up the sidewalls of the work area.
- 3101.7.4 Sheeting shall be installed in a fashion so as to prevent slippage between successive layers of material. (Vinyl sheeting may be used for improved traction on floors.)
- 3101.8 Cover walls in the work area with polyethylene sheeting. Walls that are non-porous and will not be damaged by water, surfactant or encapsulate do not necessarily need protection. They can be decontaminated using HEPA vacuums and wet cleaning techniques. Walls with mortar joints (e.g. tile) are considered porous. In addition, openings through these walls to uncontaminated areas of the building must be sealed as described in Section 3101.6.
- 3101.8.1 Walls shall be covered to the extent stipulated in Section 1307.
- 3101.8.2 Walls shall be covered with two layers of six (6) mil polyethylene sheeting.
- 3101.8.3 Plastic shall be sized to minimize seams. Seams shall be staggered and separated by a distance of at least six (6) feet.
- 3101.8.4 In full containment areas, wall sheeting shall overlap floor sheeting by at least twelve (12) inches beyond the wall/floor joint to provide a better seal against water damage and for negative pressure.
- 3101.8.5 Wall sheeting shall be secured adequately to prevent it from falling away from the walls. This will require additional support/attachment when negative pressure ventilation systems are utilized.
- 3102 Worker Decontamination Systems
- 3102.1 Worker Decontamination enclosure systems shall be provided at locations as close as practically possible to the working areas. One system at a single location for each contained work area (hallway) is preferred. These systems may consist of existing rooms or areas outside of the work area, if the layout is appropriate, that can be enclosed in plastic sheeting and are accessible from the work area. When this situation does not exist, enclosure systems may be constructed out of metal, wood or plastic support as appropriate.
- 3102.2 A shower for decontamination must be available near the glove bag area for the purpose of decontamination in the event of a glove bag failure.
- 3102.3 Plans for construction, including materials and lay-out shall be submitted as shop drawings and approved, in writing, by the Owner's representative prior to work initiation. Such approval shall not release or relieve Contractor from its obligation to perform the work in

accordance with the Contract documents or the terms thereof. Worker decontamination enclosure systems constructed at the worksite shall utilize six (6) mil opaque black or white polyethylene sheeting or other acceptable materials for privacy. Detailed descriptions of portable, pre-fabricated units, if used, must be submitted for the Owner's Representative's approval. Plans must include floor plan (showing areas identified in 3102.3) with dimensions, materials, size, thickness, plumbing and electrical utilities and waste pass out and storage areas.

3102.4 The worker decontamination enclosure shall consist of, at least, a clean room, a shower room and an equipment room, each separated from each other and from the work area by airlocks.

3102.5 Entry to and exit from all airlocks and decontamination enclosure system chambers shall be through curtained doorways consisting of two (2) sheets of overlapping polyethylene sheeting. One (1) sheet shall be secured at the top and left side, the other sheet at the top and right side. Both sheets shall have weights attached to the bottom to insure that they hang straight and maintain a seal over the doorway when not in use. Doorway designs, providing equivalent protection and acceptable to the Owner's Representative may be utilized.

3102.6 Access between any two (2) rooms in the decontamination enclosure system shall be through an airlock with at least three (3) feet separating each curtained doorway. Pathways into (from clean to contaminated) and out from (contaminated to clean) the work area shall be clearly designated.

3102.7 Clean room shall be sized to adequately accommodate the work crew. Benches shall be provided as well as hooks for hanging up street clothes (lockers may be provided for valuables, however, workers may be required to secure valuables in their cars). Shelves for storing respirators shall also be provided in this area. Clean work clothes (if required under disposable clothing), clean disposable clothing, replacement filters for respirators, towels and other necessary items shall be provided in adequate supply in the clean room. A location for postings shall also be used to permit access into the clean room from outside the work area. Lighting, heat and electricity shall be provided, as necessary, for comfort. This space shall not be used for storage of tools, equipment or materials, (except as specifically designated) or as office space.

3102.8 Shower room shall contain one shower head per every five (5) workers in containment or more as necessary to adequately accommodate workers. Each shower head shall be supplied with hot and cold water adjustable at the tap. The shower enclosure shall be constructed and available at all times. Shower water shall be drained, collected and filtered through a system with at least 0.5 to 1.0 micron particle size collection capability.

(Notice: A system containing a series of several filters with progressively smaller pore sizes is recommended to avoid rapid clogging of filtration system by large particles).

3102.9 No contaminated water may be allowed to evaporate or leak into non-work areas. All filtered water must be disposed of in a sanitary sewer. This water must not be allowed to go to storm drains, or run off onto adjacent soil or paved surfaces.

3102.10

The equipment room shall be suited for storage of equipment and tools at the end of a shift after they have been decontaminated using HEPA filter vacuum and/or wet cleaning techniques as appropriate. Replacement filters (in sealed containers until used) for HEPA vacuums and negative pressure ventilation equipment, extra tools, containers of surfactant and other materials and equipment that may be required during the abatement may also be stored here. A pool or equivalent filled with water shall be located in the work area just outside the equipment room for workers to clean off foot coverings after leaving the work area and prevent excessive contamination of the worker decontamination enclosure system. A drum lined with a labeled six (6) mil polyethylene bag for collection of disposable clothing may be located in this room. Contaminated footwear (e.g. rubber boots, other reusable footwear) shall be stored in this area for reuse the following work day.

3103

Waste Container Pass-Out Airlock

3103.1

The waste container pass-out airlock shall be constructed at a location away from the worker decontamination enclosure system. Whenever possible, this shall be located where there is direct access from the work area to the outside of the building.

3103.2

This airlock system shall consist of an airlock, a container staging area, and another airlock with access to outside the work area.

3103.3

The waste container pass-out airlock shall be constructed in a similar fashion to the worker decontamination enclosure system using similar materials and airlock and curtain doorway designs.

3103.4

This airlock system shall not be used to enter or exit the worksite.

3104

Maintenance of Workplace Barriers and Worker Decontamination Enclosure Systems

3104.1

Following completion of the construction of all polyethylene barriers and decontamination system enclosures, allow overnight settling to insure that barriers will remain intact and secured to walls and fixtures before beginning actual abatement activities.

3104.2

All polyethylene barriers inside the workplace, in the worker decontamination enclosure system, in the waste container pass-out airlock and at partitions constructed to isolate the work area from occupied areas shall be inspected at least twice daily, prior to the start of each day's abatement activities and following the completion of the day's abatement activities. Document inspections and observations on separate sheet or in the daily project log.

3104.3

Damage and defects in the enclosure system are to be repaired immediately upon discovery.

3104.4

Use smoke tubes to test the effectiveness of the barrier system when directed by the Owner's Representative.

3104.5

At any time during the abatement activities after barriers have been erected, if visible material is observed outside of the work area or if damage occurs to barriers, work shall immediately stop, repairs be made to barriers, and debris/residue cleaned up using appropriate HEPA vacuuming and wet mopping procedures.

3104.6 If air samples collected outside of the work area during abatement activities indicate airborne fiber concentrations greater than 0.01 f/cc or pre-measured background levels (whichever is lower) work shall immediately stop for inspection and repair of barriers. Clean-up of surfaces outside of the work area using HEPA vacuum or wet cleaning techniques may be necessary.

3104.7 Install and initiate operation of negative pressure ventilation equipment as needed to provide one air change in the work area every fifteen (15) minutes (see Section 2201.1). Openings made in the enclosure system to accommodate these units shall be made air-tight with tape and/or caulking as needed. If more than one (1) unit is installed, they should be turned on one at a time, checking the integrity of wall barriers for secure attachment and need for additional reinforcement. Insure that adequate power supply is available to satisfy the requirements of the ventilating units. Negative pressure ventilation units shall be exhausted to the outside of the building whenever feasible. They shall not be exhausted into occupied areas of the building. Twelve (12) inch extension ducting shall be used to reach from the work area to the exhaust area. Contractor shall insure that HEPA filters are changed regularly, filters are not obstructed or damaged and that the exhaust ducting does not release fibers into uncontaminated building areas.

3105 Testing Enclosures

Once constructed and reinforced as necessary, with negative pressure ventilation units in operation as required, test enclosure for leakage utilizing smoke tubes. Repair or reconstruct as needed.

3106 Emergency Exits

Clearly identify and maintain emergency and fire exits from the work area. Emergency exits shall be established and clearly marked with duct tape arrows or other effective designations to permit easy visibility from anywhere within the work area. They shall be secured to prevent access from uncontaminated areas and still permit emergency exiting. These exits shall be properly sealed with polyethylene sheeting which can be cut to permit egress if needed. These exits may be the worker decontamination enclosure, the waste pass-out airlock and/or other alternative exits satisfactory to fire officials.

3107 Removal of Fixtures

Clean, enclose in polyethylene and remove the ceiling mounted objects such as lights and other items that may interfere with the abatement process and where not previously cleaned and sealed off. In the case of fixtures which will not interfere with timely abatement progress if left in place, clean and enclose such fixtures during work preparation activities. Utilize localized spraying of amended water and/or HEPA vacuums to reduce fiber dispersal during the removal of these fixtures.

3108 Commencement of work shall not occur until:

3108.1 Enclosure systems have been constructed and tested.

3108.2 Negative pressure ventilation systems are functioning adequately.

3108.3 All pre-abatement submissions, notifications, postings, permits, and abatement drawings have been provided and are satisfactory to the Owner's Representative (see Section 1701).

- 3108.4 All equipment for abatement, clean-up and disposal are on hand and proven to be in operating order.
- 3108.5 All worker training (and certification) is completed and evidence thereof has been provided to Owner's Representative.
- 3108.6 Contractor receives written permission from the Owner or Owner's Representative to commence abatement.
- 3200 Workplace Entry and Exit Procedures
- 3201 General Requirements
- 3201.1 All workers and authorized personnel shall enter the work area through the worker decontamination enclosure system.
- 3201.2 All personnel who enter the work area must sign the entry log, located in the clean room, upon entry and exit.
- 3201.3 All personnel, before entering the work area, shall read and be familiar with all posted regulations, personal protection requirements (including workplace entry and exit procedures) and emergency procedures. A sign-off sheet shall be used to acknowledge that these have been reviewed and understood by all personnel prior to entry.
- 3202 Worker Protection Procedures During Entry and Exit
- 3202.1 All personnel shall proceed first to the clean room, remove all street clothes and appropriately don respiratory protection (as deemed adequate for the job conditions) and launderable and/or disposable coveralls, head covering and foot covering. Hard hats, eye protection and gloves shall also be utilized, if required. Clean respirators and protective clothing shall be provided and utilized by each person for each separate entry into the work area.
- 3202.2 Personnel wearing designated personal protective equipment shall proceed from the clean room through the shower room and equipment room to the main work area.
- 3202.3 Before leaving the work area, all personnel shall remove gross contamination from the outside of respirators and protective clothing by brushing and/or wet wiping procedures. (Small HEPA vacuums with brush attachments may be utilized for this purpose, however, larger machines may tear the suits). Each person shall clean bottoms of protective footwear in the walk-off pan using brushes or other appropriate equipment just prior to entering the equipment room.
- 3202.4 Personnel shall proceed to equipment room where they remove all protective equipment except respirators. Deposit disposable (and launderable) clothing into appropriately labeled containers for disposal (and laundering).
- 3202.5 Reusable, contaminated footwear shall be stored in the equipment room when not in use in the work area. Upon completion of abatement it shall be disposed of as asbestos contaminated waste. (Rubber boots may be decontaminated at the completion of the abatement for reuse).

- 3202.6 Still wearing respirators, personnel shall proceed to the shower area, clean the outside of the respirators and the exposed face area under running water prior to removal of respirator and shower and shampoo to remove residue asbestos contamination. Various types of respirators will require slight modification of these procedures. An airline respirator with HEPA filtered disconnect protection may be disconnected in the equipment room and worn into the shower. A powered air-purifying respirator face-piece will have to be disconnected from the filter-power pack assembly which is not waterproof, upon entering the shower. Cartridges must be changed for each new entry into the work area.
- 3202.7 After showering and drying off, proceed to the clean room and don clean disposable (and/or launderable) clothing if there will be later re-entry into the work area or street clothes if it is the end of the work shift.
- 3202.8 Worker Protection Procedures for glove bag removal areas shall include:
- 3202.8.1 Each worker and authorized visitor shall, upon entering the worksite: remove street clothes to a minimum of street clothing and don protective coveralls with attached hoods and boots.
- 3202.8.2 Each worker and authorized visitor shall, each time he leaves the work area: HEPA vacuum the exterior of the coveralls which shall then be disposed of as asbestos contaminated waste. The worker shall then dress into his street clothes before leaving the work site.
- 3202.8.3 A full decontamination shower unit shall be provided on close proximity to the glove bag work area. In the event of a glove bag rupture, or any other disturbance of asbestos-containing material that results in any release of dust from that material, the workers shall follow the decontamination procedures set forth in the gross removal portion of this specification. Any street clothes involved in such decontamination shall be handled in the manner required for reusable clothing as detailed in 29 CFR 1910.1001.
- 3202.8.4 Workers removing waste containers containing glove bag waste shall do so wearing a respirator and dressed in coveralls.
- 3202.8.5 Workers shall not eat, drink, smoke, or chew gum or tobacco at the time work site except in the established clean areas.
- 3202.8.6 Workers shall be fully protected with respirators and protective clothing immediately prior to the first disturbance of asbestos-containing or contaminated materials and until final cleanup is completed.
- 3203 These procedures shall be posted in the clean room and equipment room.
- 3300 Waste Container Pass-out Procedures
- 3301 Asbestos contaminated waste that has been containerized shall be transported out of the work area through the waste container pass-out airlock (or through the worker decontamination enclosure if a separate airlock has not been constructed).
- 3302 Waste pass-out procedures shall utilize two (2) teams of workers, an "inside" team and an "outside" team.

3303 The inside team wearing appropriate protective clothing and respirators for inside the work area shall clean the outside, including bottom, of properly labeled containers (bags, drums, or wrapped components) using HEPA vacuum and wet wiping techniques. The cleaned containers shall then be placed into the waste container pass-out airlock. No worker from the inside team shall further exit the work area through this airlock.

3304 The outside team, wearing a different color protective clothing and appropriately assigned respirators, shall enter the airlock from outside the work area, enclose the containers in clean, labeled, six (6) mil polyethylene bags and remove them from the airlock to the outside. No worker from the outside team shall enter any further into the work area through this airlock.

3305 The exit from this airlock shall be secured to prevent unauthorized entry.

3400 Personnel Protection Requirements

3401 General

The Contractor, by initiating work on this project acknowledges that he alone is responsible for providing for and enforcing the personnel protection requirements on this project.

3402 Training

3402.1 Prior to commencement of abatement activities all personnel who will be required to enter the work area or handle containerized asbestos containing materials must have received adequate training, in accordance with this document and all applicable regulations.

3402.2 Special onsite training on equipment and procedures unique to this job site shall be performed as required.

3402.3 Training in emergency response and evacuation procedures shall be provided.

3403 Respiratory Protection

3403.1 All respiratory protection shall be provided to workers in accordance with the submitted written respiratory protection program, which includes all items in OSHA 29 CFR 1910.134 (a) (1-11). This program shall be posted in the clean room of the worker decontamination enclosure system.

3403.2 Workers shall be provided with personally issued, individually identified (marked with waterproof designations) respirators.

Implementation Suggestions: The use of engineering controls such as negative pressure ventilation units and HEPA vacuums and good work practices such as the wetting of ACM prior to abatement (when applicable), removal in small sections, use of glove bags and proper clean-up and containerization all help to reduce airborne fiber levels in the work area. A properly designed air monitoring program, implemented by a qualified air sampling professional and analytical laboratory, may support the use of respiratory protective devices that provide a lower factor of protection to the workers than air supplied respirators, for some abatement activities. Safety problems associated with the use of airline systems and time and financial constraints may be reduced through the use of alternative types of

respiratory protection. It is imperative, however, that adequate air monitoring of fiber levels and a well designed respiratory protection program (in accordance with 29 CFR 1910.134) be implemented. Basic points of the respirator program include: proper selection of respirator type and size, training of personnel in the proper inspection, donning, cleaning and maintenance procedures for the respirator selected including their use limitations, and a good filtering and fit testing program to provide proper protection. Single-use disposable respirators are not recommended for use during any asbestos abatement activities. Negative-pressure dual cartridge respirators shall be equipped with high efficiency filters and exhalation and inhalation valves to permit the performance of positive and negative pressure fit checks.

3403.3 Persons working within the glove bag area will wear a minimum of a half-mask, dual-cartridge, HEPA-filtered respirator. Each employee will wear a disposable, full-body suit, with hood covering respirator straps.

3403.4 Fit Testing

3403.4.1 Workers must perform positive and negative pressure fit checks each time a respirator is put on, whenever the respirator design so permits. Powered air-purifying respirators shall be tested for adequate flow as specified by the manufacturer.

3403.4.2 Workers shall be given a qualitative fit test in accordance with procedures detailed in the OSHA Asbestos Construction Standard (29 CFR 1926.58, Appendix C) for all respirators to be used on this abatement project. An appropriately administrated quantitative fit test may be substituted for qualitative fit test.

3403.4.3 Documentation of adequate respirator fit must be provided to the Owner's representative.

3403.5 No one wearing a beard shall be permitted to don a respirator and enter the work area.

3403.6 Additional respirators (minimum of 2 of each type) and training on their donning and use must be available at the work site for authorized visitors who may be required to enter the work area.

3404 Protective Clothing

3404.1 Disposable clothing including head foot and full body protection shall be provided by the contractor in sufficient quantities and adequate sizes for all workers and authorized visitors.

3404.2 Launderable clothing, if required, shall be provided by the Contractor in sufficient quantities and adequate sizes for all workers and authorized visitors.

3404.3 Protective eyewear, gloves, rubber boots and/or other footwear shall be provided by the Contractor as required for workers and authorized visitors. Safety shoes may be required for some activities.

3500 Removal Procedures

3501 Full Containment Areas

- 3501.1 Clean, isolate and prepare the work area in accordance with Section 3100.
- 3501.2 Wet the ACM with a removal encapsulant solution using appropriate equipment. Saturate the material to the greatest extent possible. Keep all removed material wet enough to prevent fiber release until it can be containerized for disposal.
- 3501.3 Removed material should be containerized (double bagged) before moving to a new location for continuance of work.
- 3501.4 Materials removed from building structures or components shall not be dropped or thrown to the floor and/or ground. Materials should be removed as intact sections or components whenever possible, double bagged and carefully lowered to the floor.
- 3501.5 Containers (six (6) mil polyethylene bags or drums) shall be sealed when full. (Wet material can be exceedingly heavy. Double bagging of waste material is always necessary.)
- 3501.6 Asbestos containing waste with sharp-edge components (e.g. nails, screws, metal lath, tin sheeting, etc.) will tear the polyethylene bags and sheeting and shall be placed in drums for disposal.
- 3501.7 After completion of any stripping work, surfaces from which ACM has been removed shall be wet brushed and sponged or cleaned by some equivalent method to remove all visible residue.
- 3501.8 Clean-up shall proceed in accordance with Section 3600.
- 3501.8.1 After the work area has been rendered free of visible residues, two coats of a satisfactory lockdown encapsulant agent shall be applied to all surfaces in the work area including structural members, building components and plastic sheeting on walls, floors and covering non-removable items, to seal in non-visible residue.
- 3502 Glove Bag Removal Procedures
- 3502.1 Requirements for glove bag procedures to be followed.
- 3502.2 Glove bags are approximately 40-inch-wide by 64-inch-long fitted with internal gloves through which the work can be performed. The bags are made of transparent 6 mil thick polyethylene plastic with areas of Tyvek 1 material. When properly installed and used, they permit workers to remain completely isolated from the asbestos material during removal activities. Glove bags provide a flexible, easily installed, and quickly-dismantled, temporary, small negative pressure work area enclosure that will be used for pipe insulation removal maintenance jobs. These bags are single-use control devices that are disposed of at the end of each job. Glove bags are readily specialty supply houses. Glove bags come pre-labeled with the asbestos warning label prescribed by OSHA and EPA for bags used to dispose of asbestos waste.
- 3502.3 Glove bag equipment and supplies - Supplies and materials that are required to use glove bags include:
- 3502.3.1 Portable light source for above ceiling areas.
- 3502.3.2 Tape to seal glove bag to the abatement area.

- 3502.3.3 Amended water or other wetting agents.
- 3502.3.4 An airless sprayer for the application of the wetting agent.
- 3502.3.5 Bridging or removal encapsulant (a paste-like substance for coating asbestos) to seal the rough edges of any asbestos-containing materials that remain within the glove bag at the points of attachment after the rest of the asbestos has been removed.
- 3502.3.6 Tools such as razor knives, wire cutters, and nylon brushes (or other tools suitable for cutting wires, etc.).
- 3502.3.7 A HEPA filter-equipped vacuum for maintaining a negative pressure in the glove bag (to minimize the release of asbestos fibers) during any use of the bag and for cleaning any material that may have escaped during the installation of the glove bag or suspect debris from the work area.
- 3502.3.8 HEPA-equipped dual-cartridge or better protective respirators for use by the employees involved in the removal of asbestos with the glove bag.
- 3502.3.9 Personal air monitoring pump and appropriate cassettes.
- 3502.4 **Glove Bag Work Practices**
 - The proper use of glove bags requires appropriate training and includes the following steps:
 - 3502.4.1 Glove bags must be designed so that a HEPA vacuum will be attached and operating throughout the entire removal process.
 - 3502.4.1.1 Cut a small slit in the upper section of the glove bag on the opposite side from the vacuum nozzle attachment. Secure a piece of 6 mil plastic over the inside of the slit to act as a oneway flap.
 - 3502.4.1.2 Or, securely attach a HEPA filter in the upper section of the glove bag on the opposite side from the vacuum attachment. Secure the filter in place with both tape and spray adhesive. Test the integrity of the filter and glove bag prior to installation.
 - 3502.4.2 The section of material where removal is to occur shall be wet wiped and sprayed with bridging or removal encapsulant prior to installation.
 - 3502.4.3 Glove bags must be installed so that they completely cover the pipe or other structure where asbestos work is to be done. Glove bags are to be installed by cutting the sides of the glove bag to fit the size of the pipe from which asbestos is to be removed. The glove bag is attached to the pipe by folding the open edges together and securely sealing the flaps with spray adhesive and/or tape. All openings in the glove bag must be sealed with duct tape or equivalent material. The bottom seam of the glove bag must also be sealed with duct tape or equivalent to prevent any leakage from the bag that may result from a defect in the bottom seam.

- 3502.4.4 The employee who is performing the asbestos removal with a glove bag must wear, at a minimum, a half-mask dual-cartridge, HEPA-equipped respirator; respirators should be worn by employees who are in close contact with the glove bag and who may thus be exposed as a result of small gaps in the seams of the bag or holes punched through the bag by a razor knife or piece of wire mesh.
- 3502.4.5 Prior to removal of asbestos-containing materials using the glove bag method, the area beneath the removal must be covered with a 6 mil thick drop cloth covering an area of 8 feet by 8 feet (8 x 8), to guard against contamination of the room.
- 3502.4.6 Once the asbestos material has been thoroughly wetted, it can be removed from the pipe, or other surface. Asbestos-containing materials are generally covered with painted canvas and/or wire mesh. Painted canvas can be cut with a razor knife and peeled away from the asbestos-containing material underneath. Once the canvas has been peeled away, the asbestos-containing material underneath may be dry, in which case it should be resprayed with a wetting agent to ensure that it generates as little dust as possible when removed. If the asbestos-containing material is covered with wire mesh, the mesh should be cut with nips, tin snips, or other appropriate tool and removed. A wetting agent must then be used to spray any layer of dry material that is exposed beneath the mesh, the surface of the stripped underlying structure and the inside of the glove bag.
- 3502.4.7 After removal of the layer of asbestos-containing material, the pipe or surface from which asbestos has been removed must be thoroughly cleaned with a nylon brush and wet-wiped with a wetting agent until no traces of the asbestos-containing material can be seen.
- 3502.4.8 The asbestos material removed from the pipe or other surface that has fallen into the enclosed bag must be kept thoroughly wetted with a wetting agent (applied with an airless sprayer through the precut port provided in most glove bags or through a small taped hole in the bag).
- 3502.4.9 A maximum of 6 inches of adjacent insulation shall be removed and insulation edges must be encapsulated with bridging encapsulant to ensure that the surfaces do not release fibers to the atmosphere after the glove bag has been removed.
- 3502.4.10 When the asbestos removal and encapsulation have been completed, a vacuum hose from a HEPA-filtered vacuum must be inserted into the glove bag through the port to remove any air in the bag that may contain asbestos fibers. When the air has been removed from the bag, the bag should be squeezed tightly (as close to the top as possible), twisted, and sealed with tape, to keep the asbestos materials safely in the bottom of the bag. The HEPA vacuum can then be removed from the bag and the glove area to be disposed of properly by placing it in a separate 6 mil labeled bag. Twist this bag into a "gooseneck" and tape shut.
- 3502.4.11 The HEPA vacuum shall be used to clean areas adjacent to the work area that contain suspect debris.
- 3502.4.12 Exposed pipe fittings shall be wrapped with bright yellow duct tape and labeled with the date of removal and removal persons initials.

3503 Removal Procedures for Vinyl-Asbestos Floor Tile, Floor Tile Mastic and Baseboard Adhesive

3503.1 Follow containment requirements specified in Sections 1307.3 and 1307.4. Install critical barriers on all windows, doors, corridor entrances, drains, diffusers and skylights.

3503.2 Where VAT and mastic are to be removed and the VAT and mastic are in a previously contained work area, remove the primary barriers from the floor only but not the walls and remove the VAT and mastics so that they do not become friable during removal.

3503.3 Where VAT and mastics are the only ACMs to be removed in a room, the room shall be secured against entry by any unauthorized or untrained person throughout the work. Post warning signs and erect temporary barricades, install critical barriers and 4 foot high splash guards using 6 mil plastic sheeting. The removal shall be executed in such a manner so that the non-friable VAT and mastics not become friable during removal. After removal of VAT and mastic, the Owners representative shall perform a final inspection and testing of the room. When the area is found acceptable to the Owners representative, the warning signs and temporary barricades will be removed and the room will be released as decontaminated.

3503.4 Removal of the VAT and mastics shall be performed with wet methods and hand scrapers. Heating and/or the application of dry ice may be used also. Solvents may be used as long as; Contractor shows proof of proper respiratory protection; solvents are not used in conjunction with heating techniques; and the use of solvents will not void manufacturers warranty for subsequent flooring to be used. Power tools, grinders or other machines which may produce any dust during removal of VAT that are not HEPA filtered, and misfed during debris collection are not allowed.

3600 Clean-up Procedure for Areas Governed by Section 3501

3601 Remove and containerize all visible accumulations of ACM and asbestos contaminated debris utilizing rubber dust pans and rubber squeegees to move material around. Do not use metal shovels to pick up or move accumulated waste. Special care shall be taken to minimize damage to floor sheeting.

3602 Clean all surfaces in the work area using wet-dry HEPA vacuums, rags, mops and sponges as appropriate.

3603 Remove the cleaned outer layer of plastic sheeting from walls and floors. Windows, doors, HVAC system vents and all other openings shall remain covered. Decontamination enclosure systems shall remain in place and continue to be utilized.

3604 Remove all containerized waste from the work area and waste container pass-out airlock.

3605 Decontaminate all tools and equipment and remove at the appropriate time in the cleaning sequence.

3606 Inspect the work area for visible residue. If any accumulation of residue is observed, it will be assumed to be asbestos and the twenty-four (24) hour settling period/cleaning sequence will occur.

3607 The work area shall be cleaned until it is in compliance with Federal, State and Local requirements and any more stringent criteria agree upon by the Contractor and Owner's representative prior to initiation of abatement. Any additional cleaning cycles shall be provided, as necessary, at no cost to the Owner, until all criteria have been met.

3700 Clearance Inspections/Air Monitoring

3701 Following the completion of clean-up operations, the Contractor shall notify the Owner's representative that work areas are ready for clearance air monitoring.

3702 The Owner's representative shall then arrange with a Contractor's representative to aggressively sample the air in the work area for airborne fiber concentrations.

3703 The air sampling shall be conducted using sampling pumps calibrated at a flow rate of at least two (2) and not more than ten (10) liters per minute using collection media and procedures in accordance with NIOSH Standard Analytical Method 7400. Air volumes shall be sufficient to provide reliable results down to a concentration of 0.01 fibers per cubic centimeter of air (f/cc) or lower. Minimum air volumes of 1200 liters shall be collected for method 7400.

3704 The number of samples that are required and the specific locations where they shall be taken will be established by the Owner Representative's licensed Air Monitor/Consultant before abatement activity begins.

3705 Air samples shall be analyzed by Phase Contrast Microscopy unless specifically required or requested otherwise by the Owner or the Contractor. If the Contractor requests an alternate method, he shall be liable for any additional analysis costs.

3706 All air samples collected for clearance purposes shall indicate concentrations of airborne fibers less than 0.01 f/cc for release of the work area.

3707 Any areas exceeding this level shall be recleaned using appropriate procedures and retested at the contractors expense until satisfactory levels are obtained.

3800 Waste Disposal Procedures

3801 For asbestos-containing waste material to be transported off the facility site, label containers or wrapped materials with the name of the waste generator and the location at which the waste was generated.

3802 As the work progresses, if available storage capacity on site is exceeded, sealed and labeled containers of asbestos containing waste shall be removed and transported to the prearranged disposal location. As per NESHAPs, all asbestos-containing waste material shall be deposited as soon as is practical by the waste generator.

3803 Disposal must occur at certified landfill authorized to accept asbestos waste in accordance with regulatory requirements of NESHAP and other applicable federal, state and local statutes, laws, ordinances, rules, guidelines and regulations.

3804 Copies of all dump receipts, trip tickets, transportation manifests or other documentation of disposal shall be delivered to the owners representative for inclusion in his records. The record keeping format shall utilize a chain-of-custody form which includes the names and

addresses of the Generator (Owner as identified in General Specifications), Contractor, pickup site, and disposal site, the estimated quantity of the asbestos waste and the type of containers used. The form shall be signed by the Generator, the Contractor and the Disposal Site Operator, as the responsibility for the material changes hands. If a separate hauler is employed, his name, address, telephone number and signature shall also appear on the form.

- 3805 For all asbestos-containing waste material transported off the facility site, maintain waste shipment records (WSR) as stipulated in Section 61.150 of the November 20, 1990 NESHAPs Asbestos Revision (40 CFR, Part 61, Subpart M.).
- 3806 Transportation to the Landfill
- 3806.1 Once drums, bags and wrapped components have been removed from the work area, they shall be loaded into an enclosed truck or container for transportation.
- 3806.2 Mark vehicles used to transport asbestos-containing waste material during the loading and unloading of waste so that the signs are visible. The markings must conform to the requirements of 61.149 (d)(1) (i), (ii), and (iii).
- 3806.3 When moving containers, utilize hand trucks, carts and proper lifting techniques to avoid back injuries. Trucks with lift gates are helpful for raising and lowering drums of material to and from the truck.
- 3806.4 The encapsulated cargo area of the truck shall be free of debris and lined with six (6) mil polyethylene sheeting to prevent contamination from leaking or spilled containers. Floor sheeting shall be installed first and extended up the sidewalls. Wall sheeting shall be overlapped and taped into place.
- 3806.5 Drums shall be placed on level surfaces in the cargo area and packed tightly together to prevent shifting and tipping. Large structural components shall be secured to prevent shifting and bags placed on top. Do not throw containers into truck cargo area.
- 3806.6 Personnel loading asbestos containing waste shall be protected by disposable clothing including head, body and foot protection and, at a minimum, half-face-piece, air-purifying, dual cartridge respirators equipped with high efficiency filters.
- 3806.7 Any debris or residue observed on containers or surfaces outside of the work area resulting from clean-up or disposal activities shall be immediately cleaned up using HEPA filtered vacuum equipment and/or wet methods as appropriate.
- 3806.8 Large metal dumpsters are sometimes used for asbestos waste disposal. These should have doors or tops that can be closed and locked to prevent vandalism or other disturbance of the bagged asbestos debris and wind dispersion of asbestos fibers. Unbagged material shall not be placed in these containers, nor shall the dumpster be used for non-asbestos waste. Bags shall be placed, not thrown, into these containers to avoid spilling.

3807 Disposal at the Landfill

- 3807.1 If an independent transporter is employed, he shall, for the purposes of compliance with these specifications, be considered a subcontractor to the abatement contractor and shall be supplied with and held to the provisions of this section.
- 3807.2 Upon reaching the landfill, trucks are to approach the dump location as closely as possible for unloading of the asbestos containing waste.
- 3807.3 Bags, drums and components shall be inspected as they are off-loaded at the disposal site. Material in damaged containers shall be placed in empty drums or bags or repaired using duct tape as necessary.
- 3807.4 Waste containers shall be placed on the ground at the disposal site, not pushed or thrown out of trucks (weight of wet material could rupture containers).
- 3807.5 Personnel off-loading containers at the disposal site shall wear protective equipment consisting of disposable head, body and foot protection and, at a minimum, half-facepiece, air-purifying, dual cartridge respirators equipped with high efficiency filters.
- 3807.6 Following the removal of all containerized waste, the truck cargo area shall be decontaminated using EPA vacuums and/or wet methods to meet the nonvisible residue criteria. Polyethylene sheeting shall be removed and discarded along with contaminated cleaning materials and protective clothing, in bags or drums at the disposal site.

3900 Release and/or Reestablishment of the Work Area

- 3901 Reestablishment of the work area shall only occur following the completion of clean-up procedures and after clearance visual inspections and air monitoring has been performed and documented to the satisfaction of the Owner and the Owner's representative.
- 3902 Polyethylene barriers shall be removed from walls and floors at this time, maintaining decontamination enclosure system and barriers over doors, windows, etc. as required.
- 3903 The Contractor and the Owner's representative shall visually inspect the work area for any remaining visible residual. Evidence of contamination will necessitate additional cleaning requirements in accordance with the provisions of Section 3600, to be performed at the Contractors expense.
- 3904 Additional air monitoring shall be performed at the Contractors expense in accordance with Section 3700 if additional clean-up is necessary.
- 3905 Following satisfactory clearance of the work area, remaining polyethylene barriers may be removed and disposed of as asbestos contaminated waste.
- 3906 At the discretion of the Contractor, mandatory requirements for personal protective equipment may be waived following the removal of all barriers.

CENTENNIAL BUILDING

ELECTRICAL ADDENDUM

- Item 1) Ref. Dwg E3. Revise lighting in conference room area per attached sketch.
- Item 2) Ref. Dwg E4. Delete note 2. All 2 x 4 fixtures on 3rd floor will be new type D fixtures per attached fixture schedule.
- Item 3) Ref. Dwg E5. Revise Power and Communication in conference room area per attached sketch.

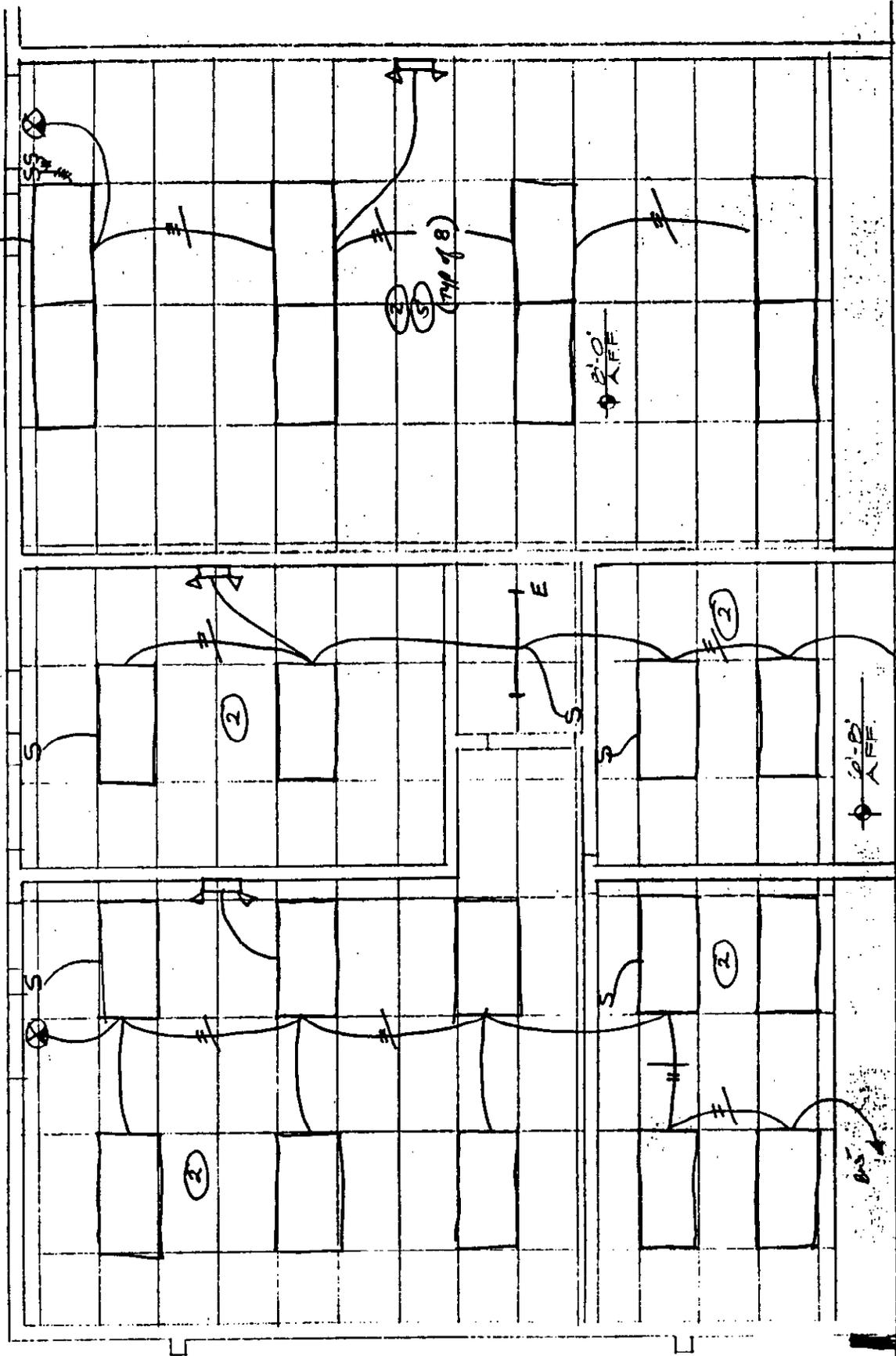
LIGHTING FIXTURE SCHEDULE

FIXT ID	TYPE	MANUFACTURER AND CATALOG NO.	LAMPS			CKT VLTS	REMARKS AND MOUNTING
			NO.	WATT	TYPE		
	2 X 4 SURFACE FLUORESCENT	LITHONIA 2MA340A12120ES	3	40	F40CW	120	W/ESB
B	EMERGENCY LIGHTING UNIT	LITHONIA ELM2			INCLUDED	120	
C	EXIT SIGN	LITHONIA MSWIREL			INCLUDED	120	
D	2 X 4 GRID FLOURESCENT	LITHONIA 2SPG340A12	3	40	F40CW	120	W/ESB
E	4FT-2 LAMP STRIP FLOURESCENT	LITHONIA C-240	2	40	F40CW	120	W/ESB

ER-2



Reference Dwg
E-3



ER-3

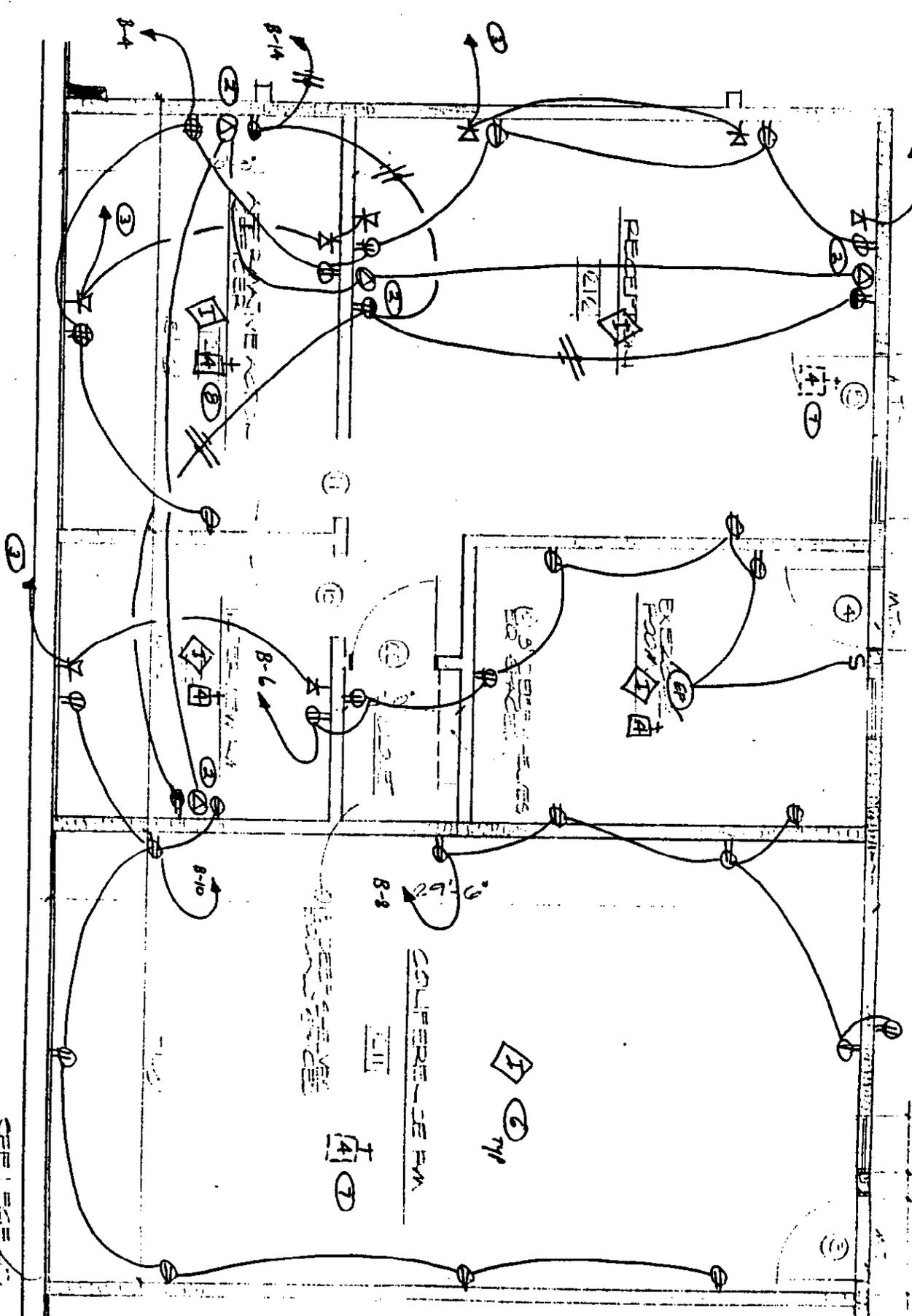
INL B

78 ③

210' 0" S.C.

210' 0" S.C.

4-ER



SECOND FLOOR AND RECEPTION FLOOR PLAN

SCALE 1/4" = 1'-0"

SEE RECEPTION



0 20 40



Clark
County

General Services Department

EARL HAWKES
DIRECTOR

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

BRIDGER BUILDING - 10TH FLOOR
225 BRIDGER AVENUE
LAS VEGAS, NEVADA 89155
(702) 455-4425

CLARK COUNTY, NEVADA

BID NO. 2430-91

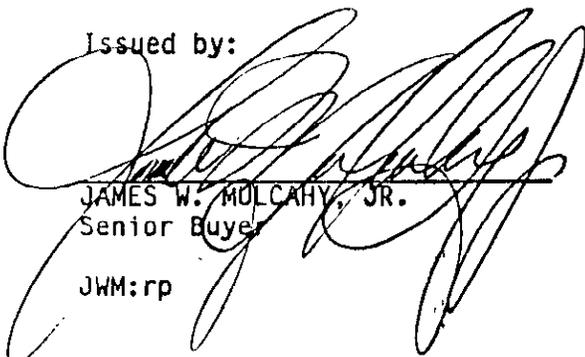
INTERIOR REMODEL OF ADMINISTRATIVE OFFICES
IN THE CLARK COUNTY CENTENNIAL BUILDING.

February 25, 1991

ADDENDUM NO. 1

The Bid Opening Date of March 1, 1991 is canceled; Addendum No. 2 is scheduled for mailing on or before March 4, 1991, which shall schedule a second Prebid Conference and Site Walk-Through, and revise the Bid Opening date.

Issued by:


JAMES W. MOLCAHY, JR.
Senior Buyer

JWM:rp

COMMISSIONERS

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

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TECHNICAL SPECIFICATIONS (INCORPORATED INTO DRAWINGS) Attached

NEVADA REVISED WAGE RATES Attached



General Services Department

EARL HAWKES
DIRECTOR

CLARK COUNTY, NEVADA
INVITATION TO BID
BID NO. 2430-91

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

BRIDGER BUILDING - 10TH FLOOR
225 BRIDGER AVENUE
LAS VEGAS, NEVADA 89155
(702) 455-4425

INTERIOR REMODEL OF ADMINISTRATIVE OFFICES IN
THE CLARK COUNTY CENTENNIAL BUILDING

THIS PROJECT IS FOR INTERIOR REMODELING OF APPROXIMATELY 10,000 SQUARE FEET, INCLUDING DEMOLITION,
NEW METAL STUDS AND GYPSUM BOARD WALLS, NEW HVAC, COMPLETE REMODEL OF TOILETS, REUSING EXISTING
CARPET, ELECTRICAL AND COMPUTER WIRING.

ESTIMATED COST: \$240,000

PREBID CONFERENCE: 9 AM, FEBRUARY 14, 1991. The Prebid Conference will be held in the General
Services Conference Room, at the address shown below. The purpose of the Conference is to review
and discuss both the specifications and the County's Minority and Women-Owned Business Policy. A
walk-through of the site will be conducted immediately after the Prebid Conference.

Bids will be received in the Office of the Clark County Director of General Services, Purchasing
Division, Bridger Building, Tenth Floor, 225 Bridger Avenue, Las Vegas, Nevada 89155 on March 1,
1991. Bids must be time-stamped at 3:00 PM or before, bids time-stamped at 3:01 PM or after will be
returned to the bidder. Overnight Mail must use the 89101 zip code.

Specifications and drawings are available at the above address for a nonrefundable charge of \$20,
and if specifications are to be mailed, there is an additional nonrefundable charge of \$5.

All checks are to be made payable to the Clark County Treasurer.

BOARD OF COMMISSIONERS
CLARK COUNTY, NEVADA

Published: Las Vegas Review-Journal

Las Vegas Sentinel-Voice

February 7, 1991

February 7, 1991

SPECIAL NOTE TO ALL RECIPIENTS OF THIS INVITATION - BID NO. 2430-91

You have received this Invitation to Bid because you are listed on our Bidder's List for this
category. To remain in this specific category, you must do one of the following before the Bid
Opening.

- 1. Pick up a set of bid documents, if applicable.
2. Submit a Bid.
3. Return the Invitation to Bid marked "No Bid." Your envelope must be clearly marked with the
bid number and the words "No Bid." Only one "No Bid" is to be submitted per envelope. Fill
in your name and address on the lines provided below.

To be removed from this category, do not respond. To be added to a new category or to change
information in our files, including change of address, a new Bidder's Application will be necessary.

DO NOT FILL IN THIS SECTION UNLESS YOU ARE SUBMITTING A NO BID.

Company Name _____
Address _____
Bid Number: _____

1-1
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" Shalmy, County Manager

GENERAL PROVISIONS

BID NO. 2430-91

INTERIOR REMODEL OF ADMINISTRATIVE OFFICES IN THE CLARK COUNTY CENTENNIAL BUILDING

1. **INCLUSION OF "INVITATION TO BID":**

The Invitation to Bid, as advertised, will be considered an inclusion of the specifications and conditions.

2. **TERMS "OWNER" AND "GOVERNING BODY":**

The term "Owner" as used throughout these documents will mean County of Clark, Las Vegas, Nevada. The term "Governing Body" as used throughout these documents will mean the Clark County Board of Commissioners.

3. **PREPARATION OF FORMS:**

Bid Proposals will be submitted on the forms provided by Owner. All figures must be written in ink or typewritten. Figures written in pencil or erasures are not acceptable. Any interlineation, alteration or erasure must be initialed by a person authorized to bind the Bidder to a contract. If the person making said interlineation, alteration or erasure is not the same person who signs the Bid Proposal, such person must write his/her signature and print his/her name and title on each page of the Bid Proposal where the initials appear.

4. **LATE BIDS:**

Formal, advertised bids indicate a time by which the bids must be received in the General Services Department. These bids are time-stamped upon receipt. Bids received after that time will be returned, unopened, to the bidder.

5. **WITHDRAWAL OF BID:**

Bidders may request withdrawal of a posted, sealed proposal prior to the scheduled bid opening time provided the request for withdrawal is submitted to the Director of General Services in writing. No bids may be withdrawn for a period of sixty (60) calendar days after the date of bid opening.

6. **REJECTION OF BID:**

Owner reserves the right to reject any and all bids received by reason of this request.

7. **INCONSISTENCIES IN CONDITIONS:**

In the event there are inconsistencies between the General Provisions and other bid terms or conditions contained herein, the former will take precedence.

General Provisions
Interior Remodel of Administrative
Offices in the Centennial Building

8. **ADDENDA AND INTERPRETATIONS:**

If it becomes necessary to revise any part of this bid, a written addendum will be provided to all bidders. Owner is not bound by any oral representations, clarifications, or changes made in the written specifications by Owner's employees, unless such clarification or change is provided to bidders in written addendum form from the Director of General Services.

9. **LOWEST RESPONSIVE AND RESPONSIBLE BIDDER:**

All bids will be awarded to the lowest responsive and responsible bidder. The determination of the lowest responsive and responsible bidder may involve all or some of the following factors: price, conformity to specifications, financial ability to meet the contract, previous performance, facilities and equipment, availability of repair parts, experience, delivery promise, terms of payments, compatibility as required, other costs, and other objective and accountable factors which are reasonable.

10. **DISQUALIFICATION OF BIDDERS:**

Bidders may be disqualified and rejection of Proposals may be recommended to the Owner for any of (but not limited to) the following causes:

- a. Failure to use the proposal form furnished by the Owner.
- b. Lack of signature by an authorized representative on the proposal form.
- c. Failure to properly complete the proposal.
- d. Evidence of collusion among proposers.
- e. Omission of proposal guarantee.
- f. Submittal of an uncertified personal or company check as a proposal guarantee.
- g. Unauthorized alteration of bid form.

Owner reserves the right to waive any minor informality or irregularity.

11. **ASSIGNMENT OF CONTRACTUAL RIGHTS:**

It is agreed that the successful bidder will not assign, transfer, convey or otherwise dispose of the contract or its right, title or interest in or to the same, or any part thereof, without previous written consent of Owner and any sureties.

12. **TAXES:**

Contractor shall pay all taxes, levies, duties and assessments of every nature which may be applicable to any work under this Contract. The Contract Sum and any agreed variations thereof shall include all taxes

General Provisions
Interior Remodel of Administrative
Offices in the Centennial Building

imposed by law. Contractor shall make any and all payroll deductions required by law. Contractor herein indemnifies and holds the Owner harmless from any liability on account of any and all such taxes, levies, duties, assessments and deductions.

13. **FEDERAL, STATE, LOCAL LAWS:**

All bidders will comply with all Federal, State and local laws relative to conducting business in Clark County including, but not limited to, licensing, labor and health laws, and including NRS 338.010 through 338.180, as amended, if applicable. The laws of the State of Nevada will govern as to the interpretation, validity and effect of this bid, its award, and any contract entered into.

14. **INDEMNITY:**

The successful bidder agrees, by entering into this contract, to defend, indemnify and hold Owner harmless from any and all causes of action or claims of damages arising out of or related to bidder's performance under this contract.

15. **COLLUSION CLAUSE:**

Any evidence of agreement or collusion among bidders and prospective bidders acting to illegally restrain freedom of competition by agreement to bid a fixed price, or otherwise, will render the bids of such bidders void.

Advance disclosures of any information to any particular bidder which gives that bidder any advantage over any other interested bidder, in advance of the opening bids, whether in response to advertising or an informal request for bids, made or permitted by a member of the governing body or an employee or representative thereof, will operate to void all proposals of that particular bid solicitation or request.

16. **MINORITY BUSINESS CLAUSE:**

Minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, creed, sex, or national origin in consideration for an award.

17. **PROTESTS:**

Any actual or prospective bidder, offeror or contractor who is allegedly aggrieved in connection with the solicitation or award of a contract may protest. The protest will be submitted in writing to the Director of General Services, within seven (7) days after such aggrieved person knows or should have known of the facts giving rise thereto. If the protest is not

General Provisions
Interior Remodel of Administrative
Offices in the Centennial Building

resolved by mutual agreement, the Director of General Services will promptly issue a decision in writing to the protestant and any other party intervening. If the protestant wishes to appeal the decision rendered by the Director of General Services, such appeal must be made to the governing body, through the Director of General Services. The decision of the governing body will be final. The governing body need not consider protests unless this procedure is followed.

INSTRUCTIONS TO BIDDERS
BID NO. 2430-91
INTERIOR REMODEL OF ADMINISTRATIVE OFFICES
IN THE CLARK COUNTY CENTENNIAL BUILDING

1. **PREBID CONFERENCE AND SITE WALK-THROUGH:**

1.1 A Prebid Conference will be held in the General Services Conference Room, Bridger Building, Tenth Floor, 225 Bridger Avenue, Las Vegas, Nevada at 9 AM, February 14, 1991. The purpose of the Conference is to review and discuss both the specifications and the County's Minority and Women-Owned Business Policy.

1.1.1 Contractors are encouraged to attend the Prebid Conference and a walk-through will be conducted immediately after the Prebid Conference.

2. **DESIGNATED CONTACTS:**

2.1 The designated contact for questions pertaining to the services or equipment or arrangements to visit the site is Alan Pulsipher, Management Analyst, telephone number (702) 455-3530.

2.1.1 The Architect for this project is Ralph Bond, AIA, Resident Architect, telephone number (702) 455-4924.

2.1.2 For any further information on this Invitation to Bid, contact James W. Mulcahy, Jr., Senior Buyer, telephone number (702) 455-4425, Clark County General Services Department, Bridger Building, Tenth Floor, 225 Bridger Avenue, Las Vegas, Nevada 89155.

3. **DEFINITIONS:**

3.1 Bidding Documents: Bidding Documents include the Invitation to Bid, Instructions to Bidders, General Provisions, General Conditions, the Bid Form, bond and contract forms, the proposed Contract including Exhibits thereto, any Addenda issued prior to the date designated for receipt of bids, as applicable.

3.2 Addendum: An Addendum is a written or graphic instrument issued by the Owner via the Clark County General Services Office prior to the submission of bids which modifies or interprets the bidding documents by additions, deletions, clarifications, or corrections or other type of modifications. All addenda will become part of the Contract Documents when the Contract is executed.

3.3. Additive or Deductive Bid Item: An Additive or Deductive Bid Item is an amount stated in the Bid to be added to or deducted from the amount of the Base Bid if the corresponding change in the work, as described in the Bidding Documents, is accepted by Owner.

3.4 Contractor: The term "Contractor" shall mean the person or entity identified as such in the Contract and is referred to throughout the Contract Documents. Contractor shall mean the Contractor or his authorized representative.

Instructions to Bidders
Interior Remodel of Administrative
Offices in the Centennial Building

3.5 Subcontractor: Any individual, firm, or corporation to whom the Contractor, with the consent of the Owner, sublets any part of the contract.

4. **BIDDER'S REPRESENTATION:**

4.1 Each Bidder by submitting his Bid represents that:

4.1.1 He has read and understands the Bidding Documents and that his Bid is made in accordance therewith.

4.1.2 He has visited the site and familiarized himself with the local conditions under which the work is to be performed.

4.2 Nevada State Contractor's Board Licensing

4.2.1 Bidders for this Work shall be qualified and licensed for this particular Work by the Nevada State Contractor's Board prior to time of Bid Opening. Failure to comply shall result in disqualification. Nevada Contractor's License type, number and dollar limit must be indicated where requested for the Bidder. Questions concerning license requirements shall be directed to the Nevada State Contractor's Board. The decision of the Nevada State Contractor's Board shall be final.

5. **BIDDING DOCUMENTS:**

5.1. Addenda

5.1.1 Addenda will be mailed or delivered to all who are known by the Director of General Services to have received a complete set of Bidding Documents.

5.1.2 Copies of Addenda will be made available for inspection at the Clark County General Services Department where Bidding Documents are on file for that purpose.

5.1.3 Prior to submission of the Bid, each Bidder shall ascertain that it has received all Addenda issued. The Bidder shall acknowledge receipt of Addenda by completing the acknowledgment space provided on the Bid Form.

5.2 Bid Security:

5.2.1 Each Bid shall be accompanied by a bid security (in the form of, at Bidder's option, of a Cashier's Check, Certified Check, Money Order or Bid Bond in favor of the Owner) in the amount of Five Percent (5%) of the bid amount, pledging that the Bidder will within 15 days after Notice of Award, enter into a contract with the Owner on the terms stated in his Bid and will furnish bonds as described hereunder in Section 8 covering the faithful performance of the Contractor and the payment of all obligations arising thereunder. Should the Bidder refuse to enter into such Contract or fail to

Instructions to Bidders
Interior Remodel of Administrative
Offices in the Centennial Building

furnish such bonds, the amount of the bid security may be forfeited to the Owner as liquidated damages, not as penalty. All checks and money orders must indicate the Payee as Clark County and reflect the complete bid number.

5.2.2 The Bond shall be written on either a standard Bid Bond form or the enclosed form, and the attorney-in-fact who executes the bond on behalf of the surety shall affix to the bond a certified and current copy of his power of attorney.

5.2.3 The Owner will have the right to retain the bid security of bidders to whom an award is being considered until either (a) the Contract has been executed and bonds have been furnished, or (b) the specified time has elapsed so that Bids may be withdrawn, or (c) all Bids have been rejected.

5.3 Bid Documents Necessary for Submittal:

5.3.1 These documents, together, comprise a Bid. The BID FORM and all STIPULATED ATTACHMENTS AND THE BID SECURITY shall be included in the envelope containing the bid. Omission of or failure to complete any portion of the required documents at the time of Bid Opening may be cause to reject the entire bid. (As a general rule, all bidders should include in their bid submittal any document which requires a written response.)

6. **BIDDING PROCEDURE:**

6.1 Subcontractor Information

6.1.1 Within fifteen (15) calendar days from receipt of the Notice of Award, the successful Bidder shall provide Bid Attachment 2 (Designation of Subcontractors and Minority Disadvantaged Business Enterprises). The form will have the spaces filled in for each category, but no more than one firm will be identified for each category. If the successful bidder plans to provide the work or materials, then the space may have the word "SELF" or be left blank.

6.1.1.1 If it is the Contractor's intention to perform any phase of required work, the Contractor need only list himself. In this case, all personnel performing services under any phases, shall be carried on the Contractor's payroll.

6.1.1.2 Contractor agrees that they will assume responsibility for acts or omissions of their subcontractors and of persons either directly or indirectly employed by them, as they are for the acts or omissions of persons directly employed by the Contractor. Nothing contained in the contract documents shall create any contractual relation between subcontractor and Clark County.

6.1.2 The Owner reserves the right to request copies of any or all contracts that the successful bidder may have with his subcontractor.

Instructions to Bidders
Interior Remodel of Administrative
Offices in the Centennial Building

6.2 Submission of Bids:

6.2.1 The Proposal Form and accompanying documents shall be enclosed in a sealed opaque envelope. The envelope shall be addressed as follows:

Clark County General Services Department
Bridger Building, Tenth Floor
225 Bridger Avenue
Las Vegas, Nevada 89155

BID NUMBER: 2430-91, INTERIOR REMODEL OF ADMINISTRATIVE OFFICES IN THE
THE CLARK COUNTY CENTENNIAL BUILDING

The name and address of the Bidder shall appear in the upper left hand corner. No responsibility will attach to the Owner or any official or employee thereof, for the preopening of, postopening of, or the failure to open a proposal not properly addressed and identified.

7. **CONSIDERATION OF BIDS AND AWARD OF CONTRACTS:**

7.1 Rejection of Bids

7.1.1 The Board of Clark County Commissioners reserves the right to waive any informality or irregularity in any Bid received, to reject any and/or all Bids, and to rebid.

7.2 Award: Determination of Total Bid Amount

7.2.1 The dollar amount basis for award of this Contract shall be the combined amount of the Item, Lot, the Options, and/or the Alternative Item(s) accepted by the Owner, unless otherwise specified.

7.3 Award: Unit Prices

7.3.1 In the event there are unit price bid items provided in the Bid Form or its attachments, and the "amount" indicated for a unit price bid item does not equal the product of the unit price and quantity, the unit price shall govern and the amount will be corrected accordingly. In the event there is more than one bid item in the Bid Form or its attachments and the total indicated therein does not agree with the sum of the prices bid for the individual items, the prices bid on the individual items shall govern and the total for the schedule will be corrected accordingly. Where so indicated by the make-up of the Bid Form, sums shall be expressed in both words and figures, and in case of discrepancy between the two, the amount written in words shall govern.

Instructions to Bidders
Interior Remodel of Administrative
Offices in the Centennial Building

8. **BONDS AND INSURANCE**

8.1 The Contractor shall provide all submittals requested in this section within fifteen (15) calendar days. If the Contractor does not provide the submittals on or before the 15th calendar day, he will pay over to the Owner the amount of \$100 per day as liquidated damages. If the Contractor does not keep the bonds or insurance policies in effect or allows them to lapse, the Contractor will pay over to the Owner the amount of \$500 per day as liquidated damages.

The Contractor shall furnish bonds covering the faithful performance of the Contract, payment of all obligations arising thereunder and a guaranty bond to take effect upon completion of the project, in such a form and amount as the Owner may prescribe. Bonds may be secured through the Contractor's usual sources provided the surety is authorized and licensed to do business in the State of Nevada.

Prior to execution of a Contract, and not later than fifteen (15) calendar days after notification of award, the successful Bidder shall furnish contract bonds to the Clark County General Services Department as follows:

Labor and Material Payment Bond in the amount of 100 percent of the contract price.

Performance Bond in the amount of 100 percent of the Contract price.

Guaranty Bond in the amount of 100 percent of the Contract price. The Guaranty Bond will go into effect when the Notice of Completion is approved by the Board of County Commissioners.

8.2 Form of Bonds

8.2.1 The Bonds referred to in Section 8.1 shall be written on the Performance Bond, Labor and Material Payment Bond, and Guaranty Bond forms provided by Owner.

8.2.2 The Bidder shall require the attorney-in-fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power of attorney.

8.2.3 Any Labor and Material Payment Bond, Performance Bond or Guaranty Bond prepared by a licensed nonresident agent must be countersigned by a resident agent as per the provisions of NRS 680A.300.

Instructions to Bidders
Interior Remodel of Administrative
Offices in the Centennial Building

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.

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 coverages 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.

Instructions to Bidders
Interior Remodel of Administrative
Offices in the Centennial Building

8.3.9 If aggregate limits are imposed on the insurance coverage, then the amount of such limits must not be less than **\$1,000,000** 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 **\$500,000** 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 **\$500,000** combined single limit "per accident" for bodily injury and property damage.

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.

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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.

9. **NOTICE TO PROCEED**

9.1 After receipt of all required post-bid information, the General Services Department will authorize the using department to issue a Notice to Proceed. The using department will issue the Notice to Proceed within forty-five (45) calendar days after authorization by the General Services Department.

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 **90 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.

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11. **MISCELLANEOUS**

11.1 Contractor's Performance of Work

11.1.1 The successful contractor shall perform all work as may be necessary to complete the contract in a satisfactory and acceptable manner, and unless otherwise provided, shall furnish all transportation, materials, equipment, tools, labor or incidentals necessary to complete the work in the best possible and most expeditious manner.

11.2 Liquidated Damages

11.2.1 In case of failure on the part of the Contractor to complete the work within the time(s) specified in the Contract, or with such additional time(s) as may be granted by formal action of the Board of County Commissioners or fails to prosecute the work, or any separable part thereof, with such diligence as will insure its completion within the time(s) specified in the contract or any extensions thereof, the Contractor shall pay to the Owner, as liquidated damages, the sum of **\$500 for each calendar day** of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the Owner in completing the work.

11.3 Preferential Employment

11.3.1 All contractors shall comply with the preferential employment provisions of NRS 338.130 for contracts over \$20,000. This law requires that, when the qualifications of applicants are equal, that preference be given: First, to honorably discharged soldiers, sailors, and marines of the United States who are citizens of the State of Nevada; second, to other citizens of the State of Nevada. If the provisions of NRS 338.130 are not complied with by the Contractor, this contract shall be void, and any failure or refusal to comply with any of the provisions of NRS 338.130 shall render this contract void.



CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)

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.

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

INSURED

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING 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 LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	ALL LIMITS IN THOUSANDS	
					GENERAL AGGREGATE	\$
	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCURRENCE <input checked="" type="checkbox"/> OWNER'S & CONTRACTORS PROTECTIVE <input checked="" type="checkbox"/> <u>Underground, Explosion & Collapse</u> <input checked="" type="checkbox"/> <u>-Independent Contractor</u>				GENERAL AGGREGATE	\$
					PRODUCTS COM/OPS AGGREGATE	\$
					PERSONAL & ADVERTISING INJURY	\$
					EACH OCCURRENCE	\$
					FIRE DAMAGE (ANY ONE FIRE)	\$
					MEDICAL EXPENSE (ANY ONE PERSON)	\$
	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> GARAGE LIABILITY				FSL	\$
					BODILY INJURY (PER PERSON)	\$
					BODILY INJURY (PER ACCIDENT)	\$
					PROPERTY DAMAGE	\$
	EXCESS LIABILITY <input type="checkbox"/> OTHER THAN UMBRELLA FORM				EACH OCCURRENCE	\$
					AGGREGATE	\$
	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY				STATUTORY	
					\$	(EACH ACCIDENT)
					\$	(DISEASE-POLICY LIMIT)
					\$	(DISEASE-EACH EMPLOYEE)
	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.**

BID NO. _____

PROJECT NAME: _____

CERTIFICATE HOLDER

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

CANCELLATION

or coverage reduced

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL SEND BY REGISTERED MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT.

AUTHORIZED REPRESENTATIVE

(CONSTRUCTION FURNISH AND INSTALL)

GENERAL CONDITIONS
BID NO. 2430-91
INTERIOR REMODEL OF ADMINISTRATIVE OFFICES
IN THE CLARK COUNTY CENTENNIAL BUILDING

GC.1 STANDARDS AND CODES

Wherever references are made in the Contract to standard or codes in accordance with which work is to be performed or tested, the edition or revision of the standards or codes current on the effective date of this Contract shall apply, unless otherwise expressly set forth. Unless otherwise specified, reference to such standards or codes is solely for implementation of the technical portions of such standards and codes.

Where applicable, reference to the Uniform Standard Specifications shall mean the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, 1986 Edition and revisions thereof, or latest adopted Edition of the Uniform Building Code, Plumbing Code, Electrical Code, Fire Code and Mechanical Code.

In case of conflict among any referenced standards and codes or between any referenced standards and codes and the TECHNICAL SPECIFICATIONS, reference is made the Section 105, Subsection 105.4 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, 1986 Edition, and revisions thereto, unless otherwise specified in the General Conditions.

GC.2 PERMITS AND FEES

Clark County has submitted plans to the City of Las Vegas Building Department and paid a planscheck fee of \$630. Contractor shall be responsible for all permits and remaining fees.

GC.3 AIR POLLUTION

The Contractor shall so perform its work as not to discharge into the atmosphere from any source whatever smoke, dust, or other air contaminants in violation of the laws, rules and regulations of all federal, state and local air and water pollution requirements including, but not limited to:

Nevada Revised Statute 445: Air Quality Regulation

Registering with the Clark County Health Department, Air Pollution Board, any equipment requiring operating permits by said Board;

Adhering to all Clark County Air Pollution Board Regulations.

GC.4 FIRE PREVENTION

Contractor shall conform to all Federal, State and local laws and regulations pertaining to burning, fire prevention and control within or adjacent to the project. Necessary precautions to avoid and eliminate fire hazards shall be the responsibility of the Contractor.

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

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

GC.5 ARBITRATION

All claims, disputes, or other questions that may arise between the Owner and Contractor concerning any provisions of this Contract which cannot otherwise be settled and which have not been waived by the making and acceptance of final payment or any progress payment may be submitted to and be determined and settled by arbitration in the manner set forth in this paragraph. The decision to arbitrate or litigate shall be at the sole discretion of the Owner. The Owner, by written notice to the Contractor, received before litigation is commenced, may demand arbitration and may appoint any arbitrator. The notice to arbitrate shall be null and void if received beyond the time allowed by statute for the filing of a lawsuit presenting the same claims as those presented in the notice to arbitrate. Within five (5) days after receipt of such notice, the Contractor shall, by written notice to the Owner, appoint another arbitrator, and, in default of said second appointment, the arbitrator first appointed shall be sole arbitrator and shall proceed in the same manner as hereinafter provided for three arbitrators. When two arbitrators have been appointed have been appointed as aforesaid, they shall, if possible, agree upon a third arbitrator and shall appoint by notice in writing, signed by both of them given to the Owner and the Contractor. If fifteen (15) days shall elapse after the appointment of the second arbitrator without notice of appointment of the third arbitrator being given, as aforesaid, then either party may, in writing, require that the American Arbitration Association appoint the third arbitrator. Upon appointment of the third arbitrator, the three arbitrators shall meet without delay and shall proceed to a determination of the dispute in accordance with the construction industry rules of the American Arbitration Association. If the award sustains the position of the Owner, the fees and expenses of the arbitration proceedings shall be assessed against and be paid for by the Contractor. If the award sustains the position of the Contractor or if the award does not sustain the position of either party, the fees and expenses of the arbitration proceedings shall be assessed equally against both parties and shall be paid one-half by the Owner and one-half by the Contractor.

The Contractor shall carry on the work and maintain progress during any arbitration, court proceedings or any other disputes excluding those contained in this Section unless otherwise mutually agreed upon in writing. Arbitration

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conducted in accordance with this provision shall take place in Clark County, Nevada.

GC.6 WARRANTY

Unless otherwise provided elsewhere in the Contract, all materials and equipment incorporated into any work covered by the contract shall be new and, where not specified, of the most suitable grade of their respective kinds for their intended use, and all workmanship shall be in accordance with construction practices acceptable to Owner. Unless otherwise provided in the contract, Contractor warrants all equipment, materials, and labor furnished or performed under this contract against defects in design, materials and workmanship (unless furnished by Owner), for a period of **twelve months** (unless longer guarantees or warranties are provided for elsewhere in the contract in which case the longer guarantees or warranties are provided for in the contract in which case the longer periods of time shall prevail) from and after final acceptance under the contract, regardless of whether the same were furnished or performed by contractor or by any of its subcontractors of any tier. Upon receipt of written notice from Owner of any defect in any such equipment, materials, or labor during the applicable warranty period, due to defective design, materials or workmanship, the affected item or parts thereof shall be redesigned, repaired or replaced by Contractor at a time acceptable to Owner.

Contractor shall perform such tests as Owner may require to verify that such redesign, repairs and replacements comply with the requirements of this Contract. All costs incidental to such redesign, repair, replacement and testing, including the removal, necessary to gain access, shall be borne by Contractor.

Contractor warrants such redesigned, repaired or replaced work against defective design, materials and workmanship for a period of **twelve months** from and after date of acceptance thereof. Should Contractor fail to promptly make the necessary redesign, repair replacement and tests, Owner may perform or cause to be performed the same at Contractor's expense. Contractor and its surety or sureties shall be liable for the satisfaction and full performance of the warranties as set forth herein.

GC.7 INDEMNITY

Contractor hereby indemnifies and shall defend and hold harmless Owner, its representatives and their employees (or their authorized representatives) from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, interest, attorney's fees, costs and expenses whatsoever of any kind or nature whether arising before or after completion of the work hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence whether active or passive of Contractor, of anyone acting under its direction or control, or on its behalf in connection with or

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incident to the performance of this Contract. Contractor's aforesaid indemnity and hold harmless obligations, or portions or applications thereof, shall apply to the fullest extent permitted by law, but in no event shall they apply to liability caused by the sole negligence or willful misconduct of the party indemnified or held harmless.

GC.8 PATENT INDEMNITY

Contractor hereby indemnifies and shall defend and hold harmless Owner and its representatives respectively from and against all claims, losses, costs, damages, and expenses, including attorney's fees, incurred by Owner and its representatives, respectively, as a result of or in connection with any claims or actions based upon infringement or alleged infringement of any patent and arising out of the use of the equipment or materials furnished under the contract by Contractor, or out of the processes or actions employed by, or on behalf of Contractor in connection with the performance of the contract. Contractor shall, at its sole expense, promptly defend against any such claim or action unless directed otherwise by Owner or its representatives; provided that Owner or its representatives shall have notified Contractor upon becoming aware of such claims or actions, and provided further that Contractor's aforementioned obligations shall not apply to equipment, materials, or processes furnished or specified by Owner or its representatives.

Contractor shall have the right, in order to avoid such claims or actions, to substitute at its expense noninfringing equipment, materials, or processes, or to modify such infringing equipment, materials and processes so they become noninfringing, or obtain the necessary licenses to use the infringing equipment, material or processes, provided that such substituted and modified equipment, materials and processes shall meet all the requirements and be subject to all the provisions of this contract.

GC.9 DELIVERY, UNLOADING AND STORAGE

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

GC.10 SUBSTITUTIONS

GC.10.A Policy:

Prior to proposing any substitute material, product, thing or service, Contractor shall satisfy itself that the material, product, thing or service proposed is, in fact, equal to that specified, that such material, product or thing will fit into the space allocated, that such material, product or thing affords comparable ease of operation, maintenance and service, that the

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appearance, longevity and and that by reason of cost savings, reduced construction time, or similar demonstrable benefit, the substitution of such material, product, thing or service will be in Owner's interest.

The burden of proof of equality of a proposed substitution for a specified material, product, thing or service shall be upon Contractor. Contractor shall support its request with sufficient test data and other means to permit Owner to make a fair and equitable decision on the merits of the proposal. Contractor shall submit drawings, samples, data and certificates for proposed substitute materials. Any material, product, thing or service by a manufacturer other than those specified or of brand name or model number or of generic species other than those specified will be considered a substitution. Owner will be the sole judge of whether or not the substitution is equal in quality, utility and economy to that specified.

Approval of a substitution shall not relieve the Contractor from responsibility for compliance with all requirements of the Contract. Contractor shall bear the expense for any changes in other parts of the work caused by any substitutions.

Substitute materials or service proposed as substitutions for specified items shall be supported by certification of their approval for use by any or all governmental agencies having jurisdiction over use of the specific material or method.

Substitutions will not be permitted in those instances where the product is intended to accommodate artistic design, specific function or economy of maintenance.

GC.10.B Procedure

Should the Contractor wish to use any material, product, thing or service other than those specified by brand or trade name, he shall, within 10 days after award of the contract, submit to the Architect or Engineer, a written request for substitution accompanied by all data necessary for the Architect or Engineer to determine whether the requested substitution is equal to the specified material, product, thing or service. If the Contractor fails to submit written requests or date, no substitutions will be allowed. The submission of a request to substitute a material, product, thing or service incurs no obligation on the part of the Owner to accept such substitute or on the part of the Architect or Engineer to construe such substitute to be the equal of that specified. The Architect or Engineer will have a reasonable amount of time to review requests for substitution and make a recommendation to the Owner. Should the substitute be acceptable to the Owner, an authorization will be written allowing the provision of the substitute material, product, thing or service. No substitution will be allowed which will increase the contract sum.

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GC.11 LABOR

The Contractor and subcontractors shall be bound by and comply with all federal, state and local laws with regard to minimum wages, overtime work, hiring and discrimination, including Chapter 338 of the Nevada Revised Statutes, which is entitled, "Employment and Bids on Public Works." The Contractor shall ensure that all employees on the work are paid in accordance with the CURRENT PREVAILING WAGE RATES AS APPROVED BY THE STATE LABOR COMMISSION FOR SOUTHERN NEVADA, whenever the actual value of the contract totals \$100,000 or more. A copy of the rates are attached hereto and included herein. Please note that if a Change Order causes a contract to exceed the \$100,000 the State Labor Commission will audit the entire contract period. All work necessary to be performed after regular working hours, on Sundays or Legal Holidays, shall be performed without additional expense to the Owner.

The Contractor hereby agrees to forfeit as a penalty to the Owner, \$5 for each workman employed, for each calendar day or portion thereof, that such workman is paid less than the designated rate for any works done under the contract, by his or any subcontractor under him, pursuant to NRS 338.060.

The Contractor shall comply with the Copeland Anti-Kick Back Act (19 U.S.C. 874) as supplemented in the Department of Labor Regulations (29 CFR Part 3). This act provides that each Contractor or Subcontractor shall be prohibited from inducing by any means, any person employed in the construction, completion or repair of public work, to give up any part of the compensation to which he is otherwise entitled.

GC.12 RELEASE OF RETENTION

GC.12.A From the dollar amount of work in place, ten percent (10%) retention will be deducted from each monthly progress payment.

GC.12.B Upon completion of fifty percent (50%) of the work in place and, if in the opinion of the Project Engineer, the work is progressing satisfactorily, retention monies will be suspended at ten percent.

The aforementioned retention amount will be released following the governing body's approval of the Notice of Completion, provided that the following conditions are met:

GC.12.B.1 All punch list items have been completed.

GC.12.B.2 A Certificate of Occupancy has been received (if applicable).

GC.12.B.3 Final record drawings and specifications have been submitted (if applicable).

GC.12.B.4 No premium delinquency exists with the Nevada State Industrial Insurance System as evidenced by receipt of a final certificate after audit.

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GC.12.B.5 All required documentation has been submitted to the Nevada State Labor Commissioner and approved as evidenced by a letter of release.

The Owner may at its discretion, withhold only the estimated portion of the retention monies needed to finish any of the five uncompleted conditions. The difference of the retention may then be paid.

GC.13 INDEPENDENT CONTRACTOR

Contractor represents that it is fully experienced and properly qualified to perform the class of work provided for herein, and that it is properly licensed, equipped, organized and financed to perform such work. Contractor shall act as an independent contractor and not as the agent of Owner in performing the Contract. The Contractor shall maintain complete control over its employees and all of its subcontractors. Nothing contained in this Contract or any subcontract awarded by Contractor shall create any contractual relationship between any such subcontractor and Owner. Contractor shall perform all work in accordance with its own methods subject to compliance with the Contract.

GC.14 UTILITIES

The Contractor shall, at its expense, arrange for, develop and maintain all utilities in work areas to meet the requirements of the Contract. Such utilities shall be furnished by Contractor at no additional cost to the Owner, unless otherwise specified in this bid document.

GC.15 DISPUTES

Any dispute relating to this Contract after award shall be resolved through good faith efforts upon the part of Contractor and Owner. At all times, Contractor shall carry on the work and maintain his progress schedule in accordance with the requirements of the Contract and the determination of the Owner, pending resolution of any dispute. If the dispute is not resolved in 90 days, either party may request arbitration in accordance with the General Condition Number GC.5 entitled, "ARBITRATION".

GC.16 RESPONSIBILITY FOR WORK SECURITY

Contractor shall at all times conduct all operations under the Contract in a manner to avoid the risk of loss, theft, or damage by vandalism, sabotage or other means to any property. Contractor shall promptly take all reasonable precautions which are necessary and adequate against any conditions which involve a risk of loss, theft or damage to its property, the Owner's property, and the work site. Contractor shall continuously inspect all its work, materials, and equipment facilities to discover and determine any such conditions and shall be solely responsible for discovery, determination and correction of any such conditions.

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Contractor shall comply with all applicable laws and regulations. Contractor shall cooperate with Owner on all security matters and shall promptly comply with any project security requirements established by Owner. Such compliance with these security requirements shall not relieve Contractor of its responsibility for maintaining proper security for the above-noted items, nor shall it be construed as limiting in any manner Contractor's obligation to undertake reasonable action as required to establish and maintain secure conditions at the site.

Contractor shall prepare and maintain accurate reports of incidents of loss, theft or vandalism and shall furnish these reports to Owner in a timely manner.

Unless otherwise specifically provided in the Contract, Contractor shall not do any work that would disrupt or otherwise interfere with the operation of any pipeline, telephone, electric transmission line, ditch or other structure, nor enter upon lands in their natural state until approved by Owner. Thereafter, and before it begins such work, Contractor shall give due notice to Owner of its intention to start such work. Contractor shall not be entitled to any extension of time, or any extra compensation on account of any postponement, interference or delay caused by any such line, ditch or structure on or adjacent to the site of work.

Contractor shall preserve and protect all cultivated and planted areas, and vegetation such as trees, plants, shrubs and grass on or adjacent to the premises, which, as determined by Owner, do not unreasonably interfere with the performance of its work through operation of equipment or stockpiling of materials. All costs in connection with any repairs or restoration necessary or required by reason of any such damage shall be borne by Contractor.

GC.17 RECORD DRAWINGS AND SPECIFICATIONS

GC.17.A Drawings:

GC.17.A.1 Progress Records: During construction, Contractor shall keep a marked-up, up-to-date set of drawings showing as built conditions on the site as an accurate record of all deviations between work as shown and work as installed.

GC.17.A.2 Final Records: When specified or required upon completion of work, Contractor shall furnish to Owner a complete set of marked-up as-builts with RECORD clearly printed on each sheet. Owner, at its expense, will furnish Contractor with drawings for mark-up by Contractor. Contractor shall accurately and neatly transfer all deviations from progress as-builts to final as-builts. As-built drawings shall be provided where specified and as required to reflect as-built condition.

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GC.18 USE OF COMPLETED PORTIONS OF WORK

GC.18.A (General Building Contracts)

Whenever, as determined by Owner, any portion of work performed by Contractor is in a condition suitable for use, Owner may initiate a certificate of substantial completion for that portion and take possession of or use such portion.

Such use by Owner shall in no case be construed as constituting final acceptance, and shall neither relieve Contractor of any of its responsibilities under the Contract, nor act as a waiver by Owner of any of the conditions thereof, provided, that Contractor shall not be liable for the cost of repairs, rework or renewals which may be required due to ordinary wear and tear resulting from such use. However, if such use increases the cost or delays the completion of remaining portions of work, Contractor shall be entitled to an equitable adjustment.

If, as a result of Contractor's failure to comply with the provisions of the Contract, such use proves to be unsatisfactory to Owner, Owner shall have the right to continue such use until such portion of work can, without injury to Owner, be taken out of service for correction of defects, errors, omissions, or replacement of unsatisfactory materials or equipment, as necessary for such work to comply with the contract; provided that the period of such operation or use pending completion of appropriate remedial action shall not exceed twelve months unless otherwise mutually agreed upon in writing between the parties.

Contractor shall not use any permanently installed equipment unless such use is approved by Owner in writing. Where Contractor's written request is granted for the use of certain equipment, Contractor shall properly use and maintain, and upon completion of its use, and at its expense, recondition such equipment to the satisfaction of Owner.

If Owner furnishes an operator for such equipment, such operator's services shall be performed under the complete direction and control of Contractor and shall be considered Contractor's employee for all purposes other than the payment of such operator's wages, workers' compensation or other benefits paid directly or indirectly by Owner.

GC.19 CLEANING UP

Contractor shall, at all times, keep the work area in a neat, clean, and safe condition. Upon completion of any portion of the work, Contractor shall promptly remove all of its equipment, construction plant, temporary structures and surplus materials not to be used at or near the same location during later stages of work. Upon completion of the work and before final payment is made, Contractor shall, at its expense, satisfactorily dispose of all plant, buildings, rubbish, unused materials, and other equipment and materials belonging to it or used in the performance of the work, and Contractor shall

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leave the premises and work site in a neat, clean and safe condition. In the event of Contractor's failure to comply with the foregoing, the same may be accomplished by Owner at the Contractor's expense.

In the case of Public Works Off-Site Construction Reference to use of completed portions of the work, shall conform to Section 107 of the Uniform Standard Specifications for Public Works Construction, Off-Site Improvements, Clark County Area, Nevada, 1986 Edition, and revisions thereto.

GC.20 FINAL INSPECTION AND ACCEPTANCE

When Contractor considers that all work under the Contract is complete, Contractor shall so inform Owner in writing. When the results of inspection and testing satisfy Owner that all work under the Contract is completed and in accordance with the requirements of this contract, Owner shall initiate the Notice of Completion process.

The date of final acceptance of the project by the Owner shall be the date upon which the Governing Body accepts and approves the Notice of Completion.

All warranties, guarantees and other applicable requirements designated in the Contract documents shall commence on the date of final acceptance of the project by the Owner as defined herein except that Owner, upon written request, may approve earlier commencement dates for systems, equipment, or other specific items of work.

GC.21 MINORITY AND WOMEN-OWNED BUSINESS UTILIZATION

At the Board of County Commissioners meeting on October 4, 1983, the Board adopted a Resolution to promote and encourage a greater degree of participation of minority and women-owned businesses in the Clark County procurement process for construction projects, commodities and services. The Board of County Commissioners wishes to ensure that those businesses owned and operated by minorities are afforded the opportunity to fully participate in the overall procurement process of Clark County.

Therefore, we expect all general contractors to solicit minority and women-owned business firms as subcontractors and material suppliers. All general contractors shall make a good faith effort to work with the Clark County Purchasing Department to fulfill our joint commitment to these business enterprises. Only through this combined effort, can we create a business climate favorable to all the citizens of Clark County. Thank you for your cooperation and if there are any questions, please contact Wayne Wedlow, Minority Business Recruiter, at (702) 455-4425.

Names of MBE/WBE Subcontractors, if any, shall be listed on the "Designation of Subcontractors and Minority, Disadvantaged Business Enterprises" (Bid Attachment No. 2) form in the spaces provided, that the subcontractor will be accomplishing.

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GC.22 PREFERENCE FOR CERTAIN BIDDERS

Bidders submitting a proposal to a public body for a public work shall bear the responsibility to ascertain the relevancy of the "preference for certain contractors and other matters relating thereto" that became effective October 1, 1989, by Nevada Revised Statute 338.147, as amended by Chapter 434 of the 1989 Nevada Legislative Session, as it relates to a Nevada public body awarding a contract for a public work. All bidders are requested to indicate whether their firm is eligible for the preference in accordance with NRS 338.147 on the Statement of Compliance in the Bid Proposal.

GC.23 SIGN-OFF OF WORK

All work must be reviewed and approved by the Clark County Resident Architect, Ralph Bond, telephone number (702) 455-4924, before payment will be made for the work. Every effort will be made to review the work as soon as completed.

GC.24 DRAWINGS AND TECHNICAL SPECIFICATIONS

This bid document incorporates 35 rolled drawings. Within those sheets are the Technical Specifications which further define the requirements of this project.

GC.25 ADDITIVE ALTERNATE ITEMS

This document contains additive items which are shown in the specifications and drawings under the appropriate sections, but are **not** to be included in the Base Bid. Each item is identified by a number designation and description. It is the responsibility of each bidder to determine to his own satisfaction the limits and extent of the work for each item and quote a unit price and/or lump sum on the Bid Proposal pages. The amounts quoted shall remain firm through the contract period and include all labor and materials required to complete the work. The Owner shall award these items in sequential order, providing funds are available.

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

General Conditions
Interior Remodel of Administrative
Offices in the Centennial Building

Technical 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.

CLARK COUNTY, NEVADA

BID PROPOSAL
BID NO. 2430-91
INTERIOR REMODEL OF ADMINISTRATIVE OFFICES
IN THE CLARK COUNTY CENTENNIAL BUILDING

M & H BUILDING SPECIALTIES, INC.

(NAME)

2004 WESTERN AVENUE, LAS VEGAS, NV. 89102

(ADDRESS)

THE UNDERSIGNED PROPOSES AND AGREES:

1. To complete all work for which a contract may be awarded to him and to furnish any and all labor, equipment, materials, transportation, and other facilities required for the services as set forth in the Proposal and Contract Documents.
2. That he has examined the Contract Documents and the site(s) for the proposed work and satisfied himself as to the character, quality of work to be performed, materials to be furnished and as to the requirements of the specifications.
3. That Bid Bond in the amount of Five Percent (5%) of the bid amount is enclosed in a form as specified by the Owner.
4. If awarded the contract, he will provide the following submittals within 15 calendar days from receipt of the Notice of Award:
 - a. Performance Bond, Labor and Material Payment Bond and a Guaranty Bond, for one hundred percent (100%) of the contract price as required.
 - b. Certificates of insurance for General Liability in the amount of \$1,000,000, Automobile Liability in the amount of \$1,000,000, Asbestos Liability in the amount of \$1,000,000 and a SIIS certificate as required by law.
 - c. Bid Attachment 2 - Designation of Subcontractors (including minority, disadvantaged business enterprise information)
5. That if he does not provide the submittals on or before the 15th calendar day, he will pay over to the Owner the amount of \$100 per day as liquidated damages.
6. That if he does not keep the bonds or insurance policies in effect or allows them to lapse, he will pay over to the Owner the amount of **\$1,000** per day as liquidated damages.
7. That this Proposal is genuine and is not sham or collusive, or made in the interest of, or on behalf of any person not herein named, nor he in any manner sought to secure for himself an advantage over any other bidder.

REVISED PER ADDENDUM NO. 3
Bid Proposal
Interior Remodel of Administrative
Offices in the Centennial Building

8. He further proposes and agrees that if his bid is accepted he will commence to perform the work called for by the plans and Contract Documents within 10 calendar days after Notice to Proceed is issued and will complete all work within **120 calendar days.**
9. He further proposes and agrees that he will accept as full compensation for the work to be performed the price written in the Bid Schedule below.
10. That he has carefully checked the figures below and that Owner will not be responsible for any error or omissions in the preparation of this Bid.
11. That no verbal agreement or conversation with an officer, agent or employee of the Owner, either before or after the execution of the agreement, shall affect or modify any of the terms or obligations of this Proposal.
12. The bidder hereby acknowledges receipt of the following addenda:

Addendum No. <u>1</u> , dated <u>2/25/91</u>	Addendum No. <u>4</u> , dated <u>6/28/91</u>
Addendum No. <u>2</u> , dated <u>6/14/91</u>	Addendum No. _____, dated _____
Addendum No. <u>3</u> , dated <u>6/24/91</u>	Addendum No. _____, dated _____
13. The Bidder does hereby state that the Bidder's firm is [], is not [] eligible for preference in accordance with all applicable provisions of NRS 338.147 concerning preference for certain contractors for the award of public works.
14. To perform all work described in the drawings, specifications and other documents for the Interior Remodel of Administrative Offices in the Clark County Centennial Building:

BASE BID SCHEDULE

- 1.A. CONSISTING OF ALL WORK IN STAIRWELLS, FLOORS 1, 2 AND 3, COMPLETION OF SECOND FLOOR MINUS ALTERNATE NO. 2, COMPLETION OF RESTROOMS ON THE SECOND AND THIRD FLOORS WITH FINISHES AS IDENTIFIED IN THE DRAWINGS WHICH CONTAIN THE TECHNICAL SPECIFICATIONS. \$ 237,952.00

TWO HUNDRED THIRTY SEVEN THOUSAND NINE HUNDRED FIFTY TWO DOLLARS & NO CENTS
(Words)

- 1.B. ALLOWANCES FOR CONSTRUCTION CONFLICTS \$ 25,000.00

TWENTY-FIVE THOUSAND DOLLARS

TOTAL FOR ITEM 1: \$ 262,952.00

REVISED 5-2

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REVISED PER ADDENDUM NO. 3
 Bid Proposal
 Interior Remodel of Administrative
 Offices in the Centennial Building

BASE BID SCHEDULE CONTINUED...

2. ASBESTOS ABATEMENT AS SPECIFIED IN THE TECHNICAL SPECIFICATIONS. THE UNIT PRICES QUOTED INCLUDE ALL REMOVAL, MONITORING, DISPOSAL AND ASBESTOS LIABILITY INSURANCE COSTS.

Description	Unit of Measure	Estimated Quantity	Unit Price	Extended Total
2.A. MUDDER PIPE FITTINGS, T's, ELBOWS AND VARIOUS FITTINGS	Each	120	\$ 20.00	\$ 2,400.00

Unit Price in Words: TWO THOUSAND FOUR HUNDRED DOLLARS

2.B. 9" x 9" VINYL ASBESTOS FLOOR TILE INCLUDING FLOOR TILE MASTIC	SQ FT	1,880	\$ 5.00	\$ 9,400.00
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Unit Price in Words: NINE THOUSAND FOUR HUNDRED DOLLARS

2.C. BROWN CEILING TILE MASTIC INCLUDING CEILING DRYWALL	SQ FT	8,855	\$ 1.60	\$ 14,168.00
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Unit Price in Words: FOURTEEN THOUSAND ONE HUNDRED SIXTY EIGHT DOLLARS

2.D. BASEBOARD MASTIC	SQ FT	1,180	\$ 2.00	\$ 2,360.00
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Unit Price in Words: TWO THOUSAND THREE HUNDRED SIXTY DOLLARS

2.E. ALLOWANCES FOR CONSTRUCTION CONFLICTS	LUMP SUM	1	\$ 5,000.00	\$ 5,000.00
--	----------	---	-------------	-------------

Unit Price in Words: FIVE THOUSAND DOLLARS

TOTAL ITEM 2: \$ 33,328.00

THIRTY THREE THOUSAND THREE HUNDRED TWENTY EIGHT DOLLARS
 (TOTAL ITEM 2 IN WORDS)

BASE BID LUMP SUM (ITEMS 1 AND 2): \$ 296,280.00

TWO HUNDRED NINETY SIX THOUSAND TWO HUNDRED EIGHTY DOLLARS
 (BASE BID LUMP SUM IN WORDS)

REVISED PER ADDENDUM NO. 3
 Bid Proposal
 Interior Remodel of Administrative
 Offices in the Centennial Building

ADDITIVE ALTERNATE ITEMS

THE OWNER MAY AWARD, IN SEQUENTIAL ORDER, THE FOLLOWING ADDITIVE ALTERNATES WITH THE BASE BID. EXPLANATION OF EACH ITEM IS INCLUDED WITH THE DRAWINGS, WHICH ALSO CONTAIN THE TECHNICAL SPECIFICATIONS.

ADDITIVE ALTERNATE 1

COMPLETION OF WORK ON THIRD FLOOR, AS SPECIFIED IN THE DRAWINGS AND TECHNICAL SPECIFICATIONS

\$ 71,741.00 SEVENTY ONE THOUSAND SEVEN HUNDRED FOURTY ONE
 (Figures) (Words)

ADDITIVE ALTERNATE 2

CONSTRUCTION AND INSTALLATION OF ALL CASEWORK AND WINDOWS, AS SPECIFIED IN THE DRAWINGS AND TECHNICAL SPECIFICATIONS

\$ 15,565.00 FIFTEEN THOUSAND FIVE HUNDRED SIXTY FIVE
 (Figures) (Words)

ADDITIVE ALTERNATE 3

FURRING AND INSULATION OF NORTH WALL AND RESTROOM FINISHES

\$ 15,869.00 FIFTEEN THOUSAND EIGHTY HUNDRED SIXTY NINE
 (Figures) (Words)

15. IS THIS FIRM A MINORITY, WOMEN OR DISADVANTAGED BUSINESS ENTERPRISE?
 NO YES. IF YES, SPECIFY MBE WBE DBE.

HAS THIS FIRM BEEN CERTIFIED AS A MINORITY, WOMEN OR DISADVANTAGED BUSINESS ENTERPRISE BY ANY GOVERNMENTAL AGENCY? NO YES. IF YES, SPECIFY GOVERNMENTAL AGENCY: _____

DATE OF CERTIFICATION: _____

16. Frank Martin
 Signature of Bidder

M & H BUILDING SPECIALTIES, INC.
 Legal Name of Firm as it would appear in Contract

FRANK MARTIN
 Name of Bidder (Print or Type)

(702) 385-3168
 Phone Number

2004 WESTERN AVENUE
 Address of Firm

0015400
 Nevada State Contractor's License No.

LAS VEGAS, NV. 89102
 City, State, and Zip Code

C-3 \$1,000,000
 Classification Monetary Limitations, if any

July 18, 1991
 Today's Date

Business License:
 Clark County - No. 030352-240-8
 City of LV - No. c11-01146-2-002804

Jm

RECEIVED
JUN 27 1991
MARTIN-HARRIS CONSTRUCTION

REVISED PER ADDENDUM NO. 2
BID NUMBER 2430-91
BID ATTACHMENT 1

BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, M&H Building Specialties, Inc.
American Casualty Co. of Reading, Pennsylvania as Principal, and
hereby held and firmly bound unto CLARK COUNTY, NEVADA as OWNER in the penal sum
of Five Percent (5%) of the Amount Bid for the payment of which, well and truly to be
made, were hereby jointly and severally bind ourselves, successors and assigns.

Signed, this 1st day of July, 1991

The condition of the above obligation is such that whereas the Principal has submitted to CLARK COUNTY, NEVADA a certain BID, attached hereto and hereby made a part hereof to enter into a contract in writing, for the INTERIOR REMODEL OF ADMINISTRATIVE OFFICES IN THE CENTENNIAL BUILDING,

NOW, THEREFORE,

- (a) If said BID shall be rejected, or
- (b) If said BID shall be accepted and the Principal shall execute and deliver a contract in the Form of Contract attached hereto properly completed in accordance with said BID, and shall furnish a BOND for his faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said BID,

then this obligation shall be void, otherwise the same shall remain in force and effect: it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligations of said Surety and its BOND shall be in no way impaired or affected by any extension of the time within which the OWNER may accept such BID; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and the Surety has caused their seal to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Bond must be acceptable to Clark County.

By: M&H Building Specialties, Inc. (L.S.) American Casualty Co. of Reading, Pennsylvania
Principal Surety

by: Pamela P. Capko
Pamela P. Capko, Secretary/Treasurer

by: Anne E. Hill
Anne E. Hill, Attorney-in-fact

IMPORTANT: SURETY COMPANIES EXECUTING BONDS MUST BE AUTHORIZED TO TRANSACT BUSINESS IN THE STATE WHERE THE PROJECT IS LOCATED.

American Casualty Company
of Reading, Pennsylvania



For All the Commitments You Make
Chicago, Illinois

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men by these Presents, That AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, and having its principal office in the City of Chicago, and State of Illinois, does hereby make, constitute and appoint Roger A. Hill, Anne E. Hill, Individually

of Las Vegas, Nevada
its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute in its behalf bonds, undertakings and other obligatory instruments of similar nature - In Unlimited Amounts -

and to bind AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company:

"Article VI - Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The President or Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 11th day of November, 1966:

"Resolved, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signatures and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

In Witness Whereof, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed this 3rd day of May, 1990.

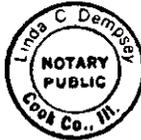
State of Illinois)
County of Cook) ss



AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

J. E. Purtell
J. E. Purtell Vice President.

On this 3rd day of May, 1990, before me personally came J. E. Purtell, to me known, who, being by me duly sworn, did depose and say: that he resides in the Village of Glenview, State of Illinois; that he is a Vice-President of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, the corporation described in the which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Linda C. Dempsey
Linda C. Dempsey Notary Public.

CERTIFICATE My Commission Expires November 12, 1990

I, Robert E. Ayo, Assistant Secretary of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, do certify that the Power of Attorney herein above set forth is still in force, and further certify that Section 2 of Article VI of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 1st day of July, 1991.



Robert E. Ayo
Robert E. Ayo Assistant Secretary

BID NUMBER 2430-91
 BID ATTACHMENT 2

DESIGNATION OF SUBCONTRACTORS AND MINORITY, DISADVANTAGED BUSINESS ENTERPRISES

THE SUCCESSFUL BIDDER SHALL TURN THIS FORM INTO THE CLARK COUNTY GENERAL SERVICES DEPARTMENT WITH ALL SUBMITTALS IDENTIFIED IN THE BID PROPOSAL WITHIN FIFTEEN DAYS AFTER RECEIPT OF NOTICE OF AWARD.

The undersigned certifies that he has used the subbids of the following listed subcontractors in making up his Bid and that the subcontractors listed will be used for the work on which they bid.

<u>ITEM OF WORK</u>	<u>SUBCONTRACTOR</u>	<u>NEVADA STATE CONTRACTOR'S LICENSE NUMBER</u>	<u>ADDRESS</u>	<u>MINORITY, DISADVANTAGED BUSINESS ENTERPRISE</u>
<u>ASBESTOS ABATEMENT</u>	<u>Superior Systems</u>	<u>#0031400</u>	<u>2620 S.Md.Pkwy</u>	[] YES [X] NO
<u>Fire Protection</u>	<u>Statewide Fire</u>	<u>#12259A</u>	<u>3130 Westwood</u>	[] YES [X] NO
<u>Plumbing</u>	<u>Anytime Plumbing</u>	<u>#23771</u>	<u>3645 W.Twain A</u> Dr.	[] YES [X] NO
<u>Toilet Acces.</u>	<u>Henri Specialties</u>	<u>#C-1D/7673C</u>	<u>2325 S.Western</u> #4	[] YES [X] NO
<u>Glass/Mirror</u>	<u>Beal's Royal G&M</u>	<u>#0011040</u>	<u>5353 S.Vly.View</u>	[] YES [X] NO
<u>Steel</u>	<u>Sun-Gould Steel</u>	<u>#0026114</u>	<u>5725 S.Vly.View</u>	[] YES [X] NO
<u>Ceramic</u>	<u>Majestic Tile, Inc</u>	<u>#0029175</u>	<u>2411 Western, F</u>	[] YES [X] NO
<u>Mech/HVAC</u>	<u>Ford Mechanical</u>	<u>#19676</u>	<u>2628 Losee Rd.</u>	[] YES [X] NO
<u>Cabinetry</u>	<u>Western Casework</u>	<u>#24340</u>	<u>1400 Industrial</u>	[] YES [X] NO
<u>Insulation</u>	<u>Gale Insulation</u>	<u>#21535</u>	<u>5115 Industrial</u> Rd.	[] YES [X] NO
<u>Painting</u>	<u>Rainbow Painting</u>	<u>#14191</u>	<u>2100 Western</u> #808	[] YES [X] NO
<u>Electrical</u>	<u>Austin Electric</u>	<u>#18588</u>	<u>416 Falcon</u>	[X] NO
<u>Masonry</u>	<u>Erickson Masonary</u>	<u>#23741</u>	<u>3000 Bldrs.Ave</u>	[X] NO
<u>Sawcutting</u>	<u>Webber Sawcutting</u>	<u>#002356</u>	<u>2570 N.Nellis Blvd.</u>	[X] NO

If no subcontractors, please insert "self."

[] I AM NOT USING ANY MBE/WBE SUBCONTRACTORS.

CONTRACT

THIS CONTRACT, made and entered into this 6TH day of AUGUST, 1991, between CLARK COUNTY, a political subdivision of the State of Nevada, hereinafter referred to as the "OWNER" and M & H BUILDING SPECIALTIES, INC. (a Corporation organized and existing under the laws of the State of NEVADA _____), (a Partnership consisting of _____), (an Individual trading as _____), of the City of _____, in the State of _____), hereinafter referred to as the "CONTRACTOR".

WITNESSETH: That the said CONTRACTOR having been awarded the contract for the
**INTERIOR REMODEL OF ADMINISTRATIVE OFFICES
IN THE CLARK COUNTY CENTENNIAL BUILDING**

In accordance with the proposal therefore and for and in consideration of the promises and of the covenants and agreements, and of the payments herein specified, to be made and performed by the CONTRACTOR and the OWNER, the CONTRACTOR hereby covenants and agrees to and with the OWNER to undertake and execute all of the said named work, in a good, substantial and workmanlike manner, and to furnish all the materials and all the tools, labor, and equipment necessary to properly perform and complete the work ready for use, in strict accordance with all the provisions of the Contract including all Bid Documents attached hereto and made a part hereof and to accept as full compensation for the satisfactory performance of this Contract the sum of THREE HUNDRED NINETY NINE THOUSAND FOUR HUNDRED FORTY-FIVE AND NO/100 (\$ 399,445).

The prices named in the Bid are for the completed work, and include the furnishing of all materials and all labor, equipment, tools and appliances and all expense, direct or indirect, connected with the proper execution of the work and of maintaining the same until it has been accepted by the Board of County Commissioners.

Time is of the essence. The CONTRACTOR shall commence the work to be performed under this Contract on the date set by the OWNER in the written notice to proceed, continuing the work with diligence and shall complete the entire work within **120 calendar days** after the date of receipt of the notice to proceed. Further, in the event milestone completion dates are established for separable portions of the work, the CONTRACTOR agrees to complete said separable portions of the work in accordance with said milestone dates.

REVISED PER ADDENDUM NO. 3
Contract
Interior Remodel of Administrative
Offices in the Centennial Building

In case of failure on the part of the CONTRACTOR to complete the work within the time(s) specified in the Contract, or with such additional time(s) as may be granted by formal action of the Board of County Commissioners or fails to prosecute the work, or any separable portions thereof, with such diligence as will insure its completion within the time(s) specified in the Contract or any extensions thereof, the CONTRACTOR shall pay to the OWNER, as liquidated damages, the sum of \$1,000 for each calendar day of delay until such reasonable time as may be required for final completion of the work, together with any increased costs incurred by the OWNER in completing the work.

IN WITNESS WHEREOF, the Board of County Commissioners of Clark County, Nevada, has made and executed this contract on behalf of the said OWNER and caused the seal of the said OWNER to be affixed hereto, and the CONTRACTOR has hereunto set his hand the day and year above written.

CLARK COUNTY, NEVADA

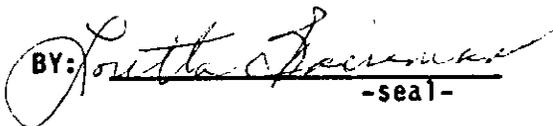
BY:


Chairman, Board of County Commissioners

ATTEST:

LORETTA BOWMAN, County Clerk

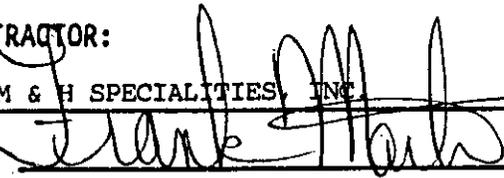
BY:


-seal-

CONTRACTOR:

M & H SPECIALITIES, INC.

BY:


-seal-

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That M & H BUILDING SPECIALTIES, INC. as Contractor, and American Casualty Co. of Reading, Pennsylvania as Surety, are held and firmly bound unto CLARK COUNTY, hereinafter called Owner, in the sum of \$399,445 dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said Owner to perform all work required under the Bidding Schedule(s) 2430-91 of the Owner's specifications, entitled INTERIOR REMODEL OF ADMIN. OFFICES 310 South 3rd Street, Las Vegas,

NOW THEREFORE, if said Contractor shall perform all the requirements of said contract required to be performed on his part, at the times and in the manner specified therein, then this obligation shall be null and void, otherwise it shall remain in full force and effect.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said contract, shall not in any way release said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said contract release either said Contractor or said Surety, and notice of such alterations or extensions of the contract is hereby waived by said Surety.

SIGNED this 6th day of August, 19 91.

(SEAL AND NOTARIAL ACKNOWLEDGMENT OF SURETY)

M & H BUILDING SPECIALTIES, INC.
(Contractor)

by: *Pamela P. Capko*
(Signature)

Pamela P. Capko, Secretary/Treasurer
American Casualty Co. of Reading,
(Surety) Pennsylvania

Countersigned resident agent in Nevada:

Commercial West Insurance
(Agent)

by: *Anne E. Hill*
(Signature) Anne E. Hill

by: *Roger A. Hill*
(Signature) Roger A. Hill
Attorney-in-fact

Address: 3180 West Sahara, #C-21
Las Vegas, Nevada 89102

Address: 3180 West Sahara, #C-21
Las Vegas, Nevada 89102

Phone No. (702)876-5311

Phone No. (702)876-5311

BOND NUMBER: #100772679

BID NUMBER 2430-91

CLARK COUNTY, NEVADA

LABOR AND MATERIAL PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS,

That M & H BUILDING SPECIALTIES, INC., as Contractor, and American Casualty Co. of Reading, Pennsylvania, as Surety, are held and firmly bound unto CLARK COUNTY, hereinafter called the Owner, in the sum of \$399,445.00 dollars, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

WHEREAS, said Contractor has been awarded and is about to enter into the annexed contract with said Owner to perform all work required under the Bidding Schedule(s) 2430-91 INTERIOR REMODEL OF ADMINISTRATION OFFICES TENANT IMPROVEMENTS AT 310 South 3rd Street; Las Vegas

NOW THEREFORE, if said Contractor, or subcontractors, fails to pay for any materials, equipment, or other supplies, or for rental of same, used in connection with the performance of work contracted to be done, or for amounts due under applicable State law for any work or labor thereon, said Surety will pay for the same in an amount not exceeding the sum specified above and, in the event suit is brought upon this bond, a reasonable attorney's fee to be fixed by the court. This bond shall insure to the benefit of any persons, companies or corporations entitled to file claims under applicable State law.

PROVIDED, that any alterations in the work to be done or the materials to be furnished, which may be made pursuant to the terms of said Contract, shall not in any way release either said Contractor or said Surety thereunder, nor shall any extensions of time granted under the provisions of said Contract release either said Contractor or said Surety, and notice of such alterations or extensions of the Contract is hereby waived by said Surety.

SIGNED this 6th day of August, 19 91.

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

M & H BUILDING SPECIALTIES, INC.
(Contractor)

by *Pamela P. Capko*
(Signature)
Pamela P. Capko, Secretary/Treasurer

American Casualty Co. of Reading,
(Surety) Pennsylvania

by: *Roger A. Hill*
(Signature) Roger A. Hill
Attorney-in-fact

Address: 3180 West Sahara, #C-21
Las Vegas, Nevada 89102

Phone No. (702)876-5311

Countersigned resident agent in Nevada:

Commercial West Insurance
(Agent)
by: *Anne E. Hill*
(Signature) Anne E. Hill

Address: 3180 West Sahara, #C-21
Las Vegas, Nevada 89102

Phone No. (702)876-5311

BOND NUMBER: #100772579
BID NUMBER: 2430-91
CLARK COUNTY, NEVADA

GUARANTY BOND

GUARANTEE for M & H BUILDING SPECIALTIES, INC.

2004 WESTERN AVENUE, LAS VEGAS, NV 89102

(Name and Address of Prime Contractor)

We hereby guarantee that the BIDDING SCHEDULE 2430-91 INTERIOR REMODEL OF

ADMINISTRATION OFFICES 310 South 3rd Street, Las Vegas

(Description of Work)

which we have constructed, has been done in accordance with the plans and specifications; that the work as constructed will fulfill the requirements of the guaranties included in the Contract Documents. We agree to repair or replace any or all of our work together with any other adjacent work which may be damaged in so doing, that may prove to be defective in workmanship or materials within a period of one year from the date of filing of the Notice of Completion of the above-named work by the County of Clark, State of Nevada, without any expense whatsoever to said County of Clark, State of Nevada, ordinary wear and unusual abuse or neglect excepted.

In the event of our failure to comply with the above-mentioned conditions within five (5) calendar days after being notified in writing by the Board of County Commissioners, Clark County, Nevada, we collectively or separately, do hereby authorize Clark County to proceed to have said defects repaired and made good at our expense and we will honor and pay the costs and charges therefore upon demand. When correction work is started, it shall be carried through to completion.

DATED:

Notice of Completion Filing Date

(SEAL AND NOTARIAL ACKNOWLEDGEMENT OF SURETY)

M & H BUILDING SPECIALTIES, INC.
(Contractor)

by: Pamela P. Capko
(Signature)

Pamela P. Capko, Secretary/Treasurer
American Casualty Co. of Reading,

(Surety) Pennsylvania

by: Roger A. Hill
(Signature) Roger A. Hill,
Attorney-in-fact

Address: 3180 West Sahara, #C-21
Las Vegas, Nevada 89102

Phone No. (702)876-5311

Countersigned resident agent in
Nevada:

Commercial West Insurance
(Agent)

by: Anne E. Hill
(Signature) Anne E. Hill

Address: 3180 West Sahara, #C-21
Las Vegas, Nevada 89102

Phone No. (702)876-5311



For All the Commitments You Make

Chicago, Illinois

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men by these Presents, That AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, a corporation duly organized and existing under the laws of the Commonwealth of Pennsylvania, and having its principal office in the City of Chicago, and State of Illinois, does hereby make, constitute and appoint Roger A. Hill, Anne E. Hill, Individually

of Las Vegas, Nevada
its true and lawful Attorney-in-Fact with full power and authority hereby conferred to sign, seal and execute in its behalf bonds, undertakings and other obligatory instruments of similar nature - In Unlimited Amounts -

and to bind AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA thereby as fully and to the same extent as if such instruments were signed by the duly authorized officers of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA and all the acts of said Attorney, pursuant to the authority hereby given are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the Board of Directors of the Company:

"Article VI - Execution of Obligations and Appointment of Attorney-in-Fact

Section 2. Appointment of Attorney-in-fact. The President or Vice President may, from time to time, appoint by written certificates attorneys-in-fact to act in behalf of the Company in the execution of policies of insurance, bonds, undertakings and other obligatory instruments of like nature. Such attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by their signature and execution of any such instruments and to attach the seal of the Company thereto. The President or any Vice President or the Board of Directors may at any time revoke all power and authority previously given to any attorney-in-fact."

This Power of Attorney is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of the Company at a meeting duly called and held on the 11th day of November, 1966:

"Resolved, that the signature of the President or a Vice President and the seal of the Company may be affixed by facsimile on any power of attorney granted pursuant to Section 2 of Article VI of the By-Laws, and the signature of the Secretary or an Assistant Secretary and the seal of the Company may be affixed by facsimile to any certificate of any such power, and any power or certificate bearing such facsimile signatures and seal shall be valid and binding on the Company. Any such power so executed and sealed and certified by certificate so executed and sealed shall, with respect to any bond or undertaking to which it is attached, continue to be valid and binding on the Company."

In Witness Whereof, AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed this 3rd day of May, 1990.

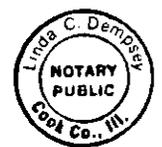
State of Illinois)
County of Cook) ss



AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA

J. E. Purtell
J. E. Purtell Vice President.

On this 3rd day of May, 1990, before me personally came J. E. Purtell, to me known, who, being by me duly sworn, did depose and say: that he resides in the Village of Glenview, State of Illinois; that he is a Vice-President of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, the corporation described in the which executed the above instrument; that he knows the seal of said Corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.



Linda C. Dempsey
Linda C. Dempsey Notary Public.

CERTIFICATE My Commission Expires November 12, 1990

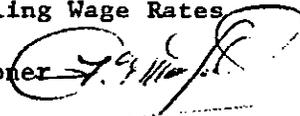
I, Robert E. Ayo, Assistant Secretary of AMERICAN CASUALTY COMPANY OF READING, PENNSYLVANIA, do certify that the Power of Attorney herein above set forth is still in force, and further certify that Section 2 of Article VI of the By-Laws of the Company and the Resolution of the Board of Directors, set forth in said Power of Attorney are still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said Company this 6th day of August, 1991.



Robert E. Ayo
Robert E. Ayo Assistant Secy

STATE OF NEVADA
OFFICE OF
LABOR COMMISSIONER

MEMORANDUM

TO: Recipients of 1990-1991 Prevailing Wage Rates
FROM: F.T. MacDonald, Labor Commissioner 
SUBJECT: 1990-1991 Prevailing Wage Rates
DATE: December 26, 1990

On December 19, 1990 a hearing was held pursuant to N.R.S. Ch. 233B, Ch 338, Ch. 607 and N.A.C. Ch. 338. As a result of that hearing the rate for Fence Erectors was changed for Washoe County. The change in rate also effects the following Counties:

Carson City, Churchill, Douglas, Elko, Eureka, Humboldt, Lander, Lyon, Mineral, Pershing, Storey and White Pine.

The rate for Fence Erector, effective January 1, 1991 is \$27.70. The wages will appear as follows:

	BASE	FRINGE	TOTAL
Fence Erector- - - - -	\$27.70	-0-	\$27.70

A clerical error for Asbestos Workers in Clark, Esmeralda, Lincoln and Nye Counties has resulted in the rates for heavy projects being listed for light project, and vice versa.

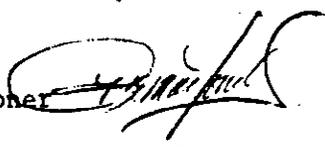
Industrial rates apply to schools, hospitals, office bldg's, warehouses, condominiums and other such construction. Commercial rates apply to heavy projects, such as; power, chemical, and acid plants; oil refineries; & nuclear facilities.

If you have any questions, please contact this office at (702) 687 -4850.

STATE OF NEVADA
OFFICE OF
LABOR COMMISSIONER

MEMORANDUM

TO: Interested Parties

FROM: F.T. MacDonald, Labor Commissioner 

SUBJECT: Regarding Clark, Esmeralda and Nye County Prevailing Wage.

DATE: October 15, 1990

Please find enclosed the rates you have requested. The Southern counties include:

Clark, Esmeralda and Nye

The rates for Lincoln county will follow.

/jh

CLARK COUNTY

PREVAILING WAGE RATES

FOR

PUBLIC WORKS

STATE OF NEVADA

10/1/90

through

9/30/91

Robert Miller
Acting Governor

F. T. MacDonald
Labor Commissioner

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CLARK COUNTY

	<u>BASE</u> <u>RATE</u>	<u>FRINGE</u> <u>BENEFITS</u>	<u>TOTAL</u>
<u>AIR BALANCE TECHNICIANS</u>			
Sheet Metal Worker-----	22.92	6.05	28.97
Foreman-----	24.92	6.05	30.97
General Foreman-----	26.92	6.05	32.97
<u>ALARM INSTALLERS</u>			
Journeyman-----	8.50	0.00	8.50
<u>ASBESTOS (INSULATORS)</u>			
Mechanic - Industrial-----	18.88	6.38	25.26
Foreman - Industrial-----	20.38	6.38	26.76
General Foreman - Industrial-----	21.38	6.38	27.76
Mechanic - Commercial-----	22.65	6.38	29.03
Foreman - Commercial-----	24.15	6.38	30.53
General Foreman - Commercial-----	25.15	6.38	31.53
Helper (Commercial & Industrial)--	13.00	.85	13.85
<p><small>Commercial rates apply to schools, hospitals, office bldg.s, warehouses, condominiums and other such construction. Industrial rates apply to heavy projects, such as; power, chemical, and acid plants; oil refineries; & nuclear facilities.</small></p>			
<u>BOILERMAKERS</u>			
Boilermaker - Blacksmith-----	26.18	4.27	30.45
Assistant Foreman-----	26.68	4.27	30.95
Foreman-----	27.43	4.27	31.70
<u>BRICKLAYERS</u>			
Bricklayer-----	18.22	0.00	18.22
<u>CABINET MAKER</u>			
Journeyman-----	11.20	0.00	11.20
<u>CARPENTERS</u>			
Carpenter-----	20.41	4.30	24.71
Pile Driver-----	20.61	4.30	24.91
Welder-----	20.76	4.30	25.06
Foreman-----	22.08	4.30	26.38
General Foreman-----	22.25	4.30	26.55
SEE ZONE RATES ON PAGE 7.			
<u>CEMENT MASONS</u>			
Cement Mason-----	19.63	4.20	23.83
Foreman-----	20.88	4.20	25.08
General Foreman-----	22.58	4.20	26.78
<u>COMMUNICATION ELECTRONIC TECHNICIAN</u>			
Journeyman-----	10.11	0.00	10.11

ADD
ZONE
RATES

EFFECTIVE 10/1/90 TO 9/30/91

PAGE 1

CLARK COUNTY

		<u>BASE</u> <u>RATE</u>	<u>FRINGE</u> <u>BENEFITS</u>	<u>TOTAL</u>
ADD	<u>DRYWALLERS</u>			
ZONE	Journeyman-----	20.41	4.30	24.71
RATES	SEE ZONE RATES PAGE 7.			
	<u>ELECTRICIANS</u>			
	Wireman & Technician-----	21.35	7.41	28.76
	Cable Splicer-----	21.68	7.48	29.16
	Wireman Welder-----	21.68	7.41	29.09
	Foreman-----	23.69	7.50	31.19
	General Foreman-----	26.05	7.59	33.64
	<u>ELECTRICIANS - LINE</u>			
ADD	Lineman, Technician-----	20.93	3.84	24.77
ZONE	Operator-----	18.84	3.79	22.63
RATES	Groundman-----	15.70	3.63	19.33
	Foreman-----	23.23	3.93	27.16
	General Foreman-----	25.53	4.03	29.56
	SEE ZONE RATES ON PAGE 7.			
	<u>ELECTRICIANS - NEON SIGN</u>			
	Electrician, Fabricator, Glass Blower, Welder, Painter, Plastic Fabricator, Layout-----	18.82	0.75	19.57
	Foreman-----	19.17	.77	19.94
	Helper-----	6.59	0.13	6.72
	<u>ELEVATOR CONSTRUCTORS</u>			
	Mechanic-----	35.68	5.67	41.35
	Mechanic in Charge-----	40.13	5.67	45.80
	Helper-----	24.51	5.67	30.18
	Probationary Helper-----	17.51	5.67	23.18
	<u>FENCE ERECTOR</u>			
	Fence Erector -----	10.79	0.00	10.79
	<u>FLOOR COVERERS</u>			
	Floor Coverer-----	17.75	2.08	19.83
	Foreman-----	18.59	2.08	20.67
	<u>GLAZIERS</u>			
	Architectural Glazier-----	13.58	3.70	17.28
	Glazier-----	23.66	3.85	27.51
	Foreman-----	24.84	3.85	28.69
	<u>HIGHWAY STRIPER</u>			
	Journeyman-----	9.50	0.00	9.50
	<u>HOD CARRIERS</u>			
	Hod Carrier-----	13.87	0.00	13.87

EFFECTIVE 10/1/90 TO 9/30/91

PAGE 2

CLARK COUNTY

	<u>BASE</u>	<u>FRINGE</u>	<u>TOTAL</u>
	<u>RATE</u>	<u>BENEFITS</u>	
<u>IRON WORKERS</u>			
Reinforcing, Ornamental & Structural-----	22.81	7.99	30.80
Foreman-----	24.31	7.99	32.30
General Foreman-----	25.81	7.99	33.80
<u>LABORERS</u>			
Group 1-----	17.22	3.67	20.89
Group 2-----	17.43	3.67	21.10
Group 3-----	17.53	3.67	21.20
Group 4-----	17.62	3.67	21.29
Group 5-----	17.72	3.67	21.39
Flagperson & Construction Clean-up-	13.22	3.67	16.89
Foreman: \$1.00 above highest Journeyman supervised.			
ADD <u>LATHERERS</u>			
ZONE Journeyman-----	20.41	4.30	24.71
RATES SEE CARPENTER ZONE RATES ON PAGE 7.			
<u>MILLWRIGHTS</u>			
Millwright-----	21.06	4.70	25.76
Welder-----	21.41	4.70	26.11
ADD FOREMAN-----	22.78	4.70	27.48
ZONE Foreman over Welder-----	23.16	4.70	27.86
RATES General Foreman-----	24.67	4.70	29.37
General Foreman over Welder-----	25.09	4.70	29.79
SEE ZONE RATES ON PAGE 8.			
<u>OPERATING ENGINEERS</u>			
Group 1-----	22.77	6.55	29.32
Group 2-----	23.05	6.55	29.60
Group 3-----	23.34	6.55	29.89
Group 4-----	23.48	6.55	30.03
Group 5-----	23.70	6.55	30.25
Group 6-----	23.81	6.55	30.36
Group 7-----	23.93	6.55	30.48
Group 8-----	24.10	6.55	30.65
Group 9-----	24.20	6.55	30.75
Group 10-----	24.23	6.55	30.78
Group 11-----	24.31	6.55	30.86
Group 12-----	24.43	6.55	30.98
Group 13-----	24.60	6.55	31.15
Group 14-----	24.70	6.55	31.25
Group 15-----	24.81	6.55	31.36
Group 16-----	24.93	6.55	31.48
Group 17-----	25.10	6.55	31.65
Group 18-----	25.20	6.55	31.75
Group 19-----	25.31	6.55	31.86
Group 20-----	25.43	6.55	31.98
Group 21-----	25.60	6.55	32.15

EFFECTIVE 10/1/90 TO 9/30/91

CLARK COUNTY

BASE FRINGE
RATE BENEFITS TOTAL

OPERATING ENGINEERS - CRANES, PILEDRIVING & HOISTING EQUIPMENT

Group 1-----	22.77	6.55	29.32
Group 2-----	23.05	6.55	29.60
Group 3-----	23.34	6.55	29.89
Group 4-----	23.48	6.55	30.03
Group 5-----	23.70	6.55	30.25
Group 6-----	23.81	6.55	30.36
Group 7-----	23.93	6.55	30.48
Group 8-----	24.10	6.55	30.65
Group 9-----	24.27	6.55	30.82
Group 10-----	25.27	6.55	31.82
Group 11-----	26.27	6.55	32.82
Group 12-----	27.27	6.55	33.82
Group 13-----	28.27	6.55	34.82

OPERATING ENGINEERS - SURVEYORS

Group 1-----	23.34	6.55	29.89
Group 2-----	23.48	6.55	30.03
Group 3-----	23.70	6.55	30.25
Group 4-----	23.98	6.55	30.53
Group 5-----	24.10	6.55	30.65
Group 6-----	24.20	6.55	30.75
Group 7-----	24.23	6.55	30.78
Group 8-----	24.60	6.55	31.15
Group 9-----	24.73	6.55	31.28
Group 10-----	25.23	6.55	31.78

OPERATING ENGINEERS - TUNNEL

Group 1-----	23.27	6.55	29.82
Group 2-----	23.55	6.55	30.10
Group 3-----	23.84	6.55	30.39
Group 4-----	23.98	6.55	30.53
Group 5-----	24.20	6.55	30.75
Group 6-----	24.31	6.55	30.86
Group 7-----	24.43	6.55	30.98
Group 8-----	24.60	6.55	31.15
Group 9-----	24.73	6.55	31.28

PAINTERS

Brush & Roller Painter, Spray Painter, Paperhanger, Sandblaster, Pot Tender, Nozzleman, Marbleizing, Metal Leafing, Sign Painting, Acid Staining, Graining, Buffing and Hazard-----	21.01	2.47	23.48
Structural Steel Painter (Brush), Structural Steel Painter (Spray), Sandblaster - Structural Steel, Buffing Steel -----	21.36	2.47	23.83

PAINTERS CONTINUED ON NEXT PAGE.

CLARK COUNTY

	<u>BASE</u> <u>RATE</u>	<u>FRINGE</u> <u>BENEFITS</u>	<u>TOTAL</u>
<u>PAINTERS - CONTINUED</u>			
Steeplejack-----	22.76	2.47	25.23
Special Coating-----	22.01	2.47	24.48
Foreman-----	\$1.70 above highest paid Journeyman supervised.		
<u>PLASTERERS</u>			
Plasterer-----	20.16	4.20	24.36
Foreman-----	21.66	4.20	25.86
General Foreman-----	22.38	4.20	26.58
<u>PLUMBERS</u>			
Plumber - Commercial -----	20.55	4.87	25.42
Helper - Commercial -----	9.00	2.37	11.37
Foreman - Commercial-----	22.61	4.87	27.48
General Foreman - Commercial-----	24.66	4.87	29.53
Plumber - Industrial -----	23.25	4.87	28.12
Foreman - Industrial -----	25.58	4.87	30.45
General Foreman - Industrial-----	27.90	4.87	32.77
<u>Commercial rates</u> apply to any facility with a public entrance.			
<u>Industrial rates</u> apply on heavy construction such as dams, power plants, water treatment plants, etc.			
<u>PLUMBER IRRIGATION</u>			
Plumber-----	10.15	0.00	10.15
<u>REFRIGERATION</u>			
Journeyman-----	20.55	4.87	25.42
<u>ROOFERS</u>			
Roofer-----	15.52	1.66	17.18
Forman-----	16.78	1.66	18.44
Helpers-----	7.47	.10	7.57
<u>SHEET METAL WORKERS</u>			
Sheet Metal Worker-----	22.92	6.05	28.97
Foreman-----	24.92	6.05	30.97
General Foreman-----	26.92	6.05	32.97
<u>SPRINKLER FITTERS</u>			
Sprinkler Fitter-----	22.75	4.25	27.00
Foreman-----	24.00	4.25	28.25
<u>TAPERS</u>			
Journeyman-----	21.01	2.47	23.48

CLARK COUNTY

	<u>BASE</u> <u>RATE</u>	<u>FRINGE</u> <u>BENEFITS</u>	<u>TOTAL</u>
<u>TEAMSTERS</u>			
Group 1-----	17.33	3.99	21.32
Group 2-----	17.44	3.99	21.43
Group 3-----	17.49	3.99	21.48
Group 4-----	17.65	3.99	21.64
Group 5-----	17.83	3.99	21.82
Group 6-----	17.98	3.99	21.97
Foreman-----	\$.75 over highest Journeyman supervised.		
All off road vehicles-----	18.33	3.99	22.32
<u>TILE & TERRAZZO WORKERS</u>			
Tile Setter-----	10.00	0.00	10.00
Tile Helper-----	6.50	0.00	6.50
<u>WELL DRILLERS</u>			
Driller-----	15.19	0.00	15.19
Helper-----	11.12	0.00	11.12

CARPENTERS AND DRYWALL ZONE RATES

In addition to the Carpenter rates and Drywall rates listed above for all construction, add the following applicable amounts:

- Zone #1 - 20 mile radius around Las Vegas (measured from the intersection of Maryland Parkway and Charleston Blvd.)
= Free Zone.
- Zone #2 - 20 to 40 mile radius from the intersection of Maryland Parkway and Charleston Blvd.
= \$1.50 per hour above base rate.
- Zone #3 - Over 40 mile radius from the intersection of Maryland Parkway and Charleston Blvd.
= \$3.25 per hour above base rate.
- Laughlin - \$2.00 per hour above base rate.

ELECTRICIAN ZONES RATES

In addition to the Electrician - Line hourly rates listed on page 2, add the following applicable amounts:

- Zone #1 - 15 mile radius from Main and Fremont Street = Free Zone
- Zone #2 - 15 to 35 mile radius from Main and Fremont Street:
 - Lineman, Technician: add \$1.00 Foreman: add \$1.11
 - Operator: add \$.90 General Foreman: add \$1.22
 - Groundman: add \$.75
- Zone #3 - 35 to 55 miles radius from Main and Fremont Street:
 - Lineman, Technician: add \$2.00 Foreman: add \$2.22
 - Operator: add \$1.80 General Foreman: add \$2.44
 - Groundman: add \$1.50
- Zone #4 - Beyond the 55 mile radius from Main and Fremont Street:
 - Lineman, Technician: add \$3.00 Foreman: add \$3.33
 - Operator: add \$2.70 General Foreman: add \$3.66
 - Groundman: add \$2.25

MILLWRIGHTS ZONE RATES

In addition to the Millwrights rates listed on Page 3, for all construction, add the following applicable amounts:

- Zone #1 - 0 - 20 mile radius from the intersection of Maryland Parkway and Charleston Blvd. = Free Zone.
- Zone #2 - 20 to 40 mile radius from the intersection of Maryland Parkway and Charleston Blvd.
= \$1.50 per hour above base rate.
- Zone #3 - Over 40 mile radius from the intersection of Maryland Parkway and Charleston Blvd.
= \$3.25 per hour above base rate.

LABORERS CLASSIFICATIONS

GROUP 1

Dry packing of concrete & filling of formbolt holes
Fine grader, highway & street paving, airport runways & similar
type heavy construction
Gas & oil pipeline laborer
Guinea Chaser
Laborer, asbestos removal (non-mechanical)
Laborer, general, construction
Laborer, packing rod steel & pans
Laborer, temporary water lines (portable type)
Landscape gardener and nurseryman
Tarsman and mortarman, kettlemaster, potman and man applying asphalt, lay-kold creosote, lime,
and similar type materials ("applying" means applying, dipping, brushing or handling of
such materials for pipewrapping and waterproofing)
Underground laborer, including caisson bellows
Window cleaner

GROUP 2

Asphalt raker, ironer, spreader, luteman
Buggymobile man
Cement dumper (on one yard or larger mixers & handling bulk cement)
Cesspool digger and installer
Chucktender (except tunnels)
Concrete core cutter
Concrete curer, impervious membrane & oiler of all materials
Concrete saw man, excluding tractor type, cutting, scoring old or new concrete
Gas and oil wrapper, pot tender and form man
Making and caulking of all non-metallic pipe joints
Operators and tenders of pneumatic and electric tools, vibrating machines,
hand propelled trenching machines, impact wrench multiplate and similar mechanical tools
not separately classified herein.
Operator of cement grinding machine
Riprap stonepaver
Roto-scraper
Sandblaster (pot tender)
Scaler
Septic tank digger and installer (lead man)
Tank scaler and cleaner
Tree climber, faller, chain saw operator, Pittsburgh chipper and similar type brush shredders

GROUP 3

Concrete vibrator operator
Cutting torch operator
Gas and oil pipeline laborer, certified
Gas and oil pipeline wrapper
Jackhammer and/or pavement breaker
Laying of all non-metallic pipe, including sewer pipe, drain pipe, underground tile and landscape
sprinklers
Mudcutter
Scaler (using bos'n chair or safety belt or power tools)

GROUP 4

Cribber or shorer, lagging, sheeting, trench bracing, hand guided lagging hammer
Head rock splitter
Powderman-blaster, all work of loading holes, placing and blasting of all powder and explosives of
whatever type, regardless of method used for such loading and placing
Sandblaster (nozzlemaster)
Steel header-board man

GROUP 5

Driller (core, diamond or wagon), Joy driller model TW-M-2A, Gardner-Denver model DN 143 and
similar type drills
Gas and oil pipeline - fusion
Gas and oil pipeline wrappers, 8" pipe and over

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OPERATING ENGINEERS CLASSIFICATIONS

GROUP 1

Bargeman
Brakeman
Compressor operator
Ditch witch, with seat, or similar type equipment
Elevator operator - inside
Engineer oiler
Generator operator
Generator, pump or compressor plant operator
Heavy duty repairman helper
Pump operator
Signalman
Switchman

GROUP 2

Concrete mixer operator - skip type
Conveyor operator
Fireman
Hydrostatic pump operator
Oiler crusher - asphalt or concrete plant
Rotary drill helper (oilfield)
Skiploader - wheel type up to 3/4 yard, without attachment
Tar pot fireman
Temporary heating plant operator
Trenching machine oiler

GROUP 3

Equipment greaser-rack
Ford Ferguson - with dragtype attachments
Helicopter radioman - ground
Power concrete curing machine operator
Power concrete saw operator
Power-driver jumbo form setter operator
Stationary pipe wrapping and cleaning machine operator

GROUP 4

Asphalt plant fireman
Backhoe operator (Mini-sax or similar type)
Boring Machine Operator
Boxman or Mixerman (Asphalt or Concrete)
Chip spreading machine operator
Concrete pump operator (small portable)
Drilling Machine Operator, Small Auger Types (Texoma Super Economatic, or similar types - Hughes 100 or 200, or similar types - drilling depth of 30" maximum)
Equipment greaser (grease truck)
Guard Rail Post Driver Operator
Highline Cableway Signalman
Hydra-hammer - Aerostomper
Power sweeper operator
Roller operator (compacting)
Screed operator (asphalt or concrete)
Trenching machine operator (up to 6 feet)

GROUP 5

Asphalt plant engineer
Batch plant operator
Bit sharpener
Concrete joint machine operator (canal & similar type)
Concrete planer operator
Deck engine operator
Derrickman (oilfield type)

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OPERATING ENGINEERS - CONTINUED

GROUP 5 - CONTINUED

Drilling machine operator, bucket or auger types (Caldwell 100 Bucket or similar types - Watson 1000 Auger or similar types - Texoma 330, 500 or 800 Auger or similar types - drilling depth of 45' maximum)
Drilling Machine Operator (including water wells)
Hydrographic seeder machine operator (straw, pulp or seed)
Jackson Track Maintainer, or similar type
Kalamazoo switch tamper, or similar type
(Group 5 continued on next page.)
Machine tool operator
Maginnis internal full slab vibrator
Mechanical berm, curb or gutter (concrete or asphalt)
Mechanical finisher operator (concrete, Gary-Johnson-Bidwell or similar)
Pavement breaker operator
Road oil mixing machine operator
Roller operator (asphalt or finish)
Rubber-tired earth moving equipment (single engine, up to & including 25 yds. struck)
Self-propelled tar pipelaying machine operator
Skiploader operator (crawler & wheel type, over 3/4 yds. and up to and including 1 - 1/2 yds.)
Slip form pump operator (power driven hydraulic lifting device for concrete forms)
Tractor operator - bulldozer, tamper-scraper (single engine up to 100 h.p., flywheel & similar types, up to and including D-5 and similar type)
Tugger Hoist (1 drum)
Welder (general)

GROUP 6

Asphalt or concrete spreading operator (tamping or finishing)
Asphalt paving machine operator (Barber Greene or similar types)
Backhoe operator (up to & including 3/4 yds.) Small Ford, Case or similar.
Cast in place pipelaying machine operator
Combination mixer and compressor operator (gunite work)
Compactor operator - self-propelled
Concrete mixer operator - paving
Crushing plant operator
Drill doctor
Drilling Machine Operator, Bucket or Auger Types (Caldwell 150 Bucket or or similar types - Watson 1500, 2000, 2500 Auger or similar types - Texoma 700, 800 Auger or similar types - drilling depth of 80' maximum)
Elevating grader operator
Grade checker
Gradall operator
Grouting machine operator
Heavy duty repairman
Kalamazoo balliste regulator (or similar type)
Kolman belt loader & similar type
LeTourneau bolt compactor or similar type
Loader operator (Athey, Euclid, Sierra & similar types)
Pneumatic concrete placing machine operator (Hackley-Presswell or similar type)
Pumpcrete gun operator
Rotary drill operator (excluding Caisson type)
Rubber-tired earth moving equipment operator (single engine, Caterpillar, Euclid, Athey Wagon & similar types with any and all attachments over 25 yds. and up to and including 50 cubic yards struck)
Rubber-tired earth moving equipment operator (multiple engine up to and including 25. yds. struck)
Rubber-tired scraper operator (self-loading - paddle wheel type - John Deere, 1040 & similar single unit)
Self-propelled curb and gutter machine operator
Skiploader operator (crawler & wheel type - over 1 1/2 yds. up to and including 6 1/2 yds.)
Surface heaters and planer operator
Tractor compressor drill combination operator
Tractor operator (any type larger than D-5 - 100 flywheel h.p. and over, or similar - Bull Dozer, Tamper, Scraper and Push Tractor, single engine)
Tractor operator (boom attachments)
Traveling pipe wrapping, cleaning and bending machine operator
Trenching machine operator (over 6 foot depth capacity, manufacturer's rating)

OPERATING ENGINEES - CONTINUED

GROUP 7

Drilling Machine Operator, Bucket or Auger Types (Caldwell 200 Bucket or or similar types - Watson 3000 or 5000 Auger or Similar types - Texoma 900 Auger or similar types - drilling depth of 105' maximum)
Dual drum mixer
Heavy Duty repairman - welder combination
Monorail locomotive operator (diesel, gas or electric)
Motor patrol - blade operator (single engine)
Multiple engine tractor operator (Euclid & similar type - except Quad 9 cat)
Pre-Stressed Wrapping Machine Operator
Rubber-tired earth moving equipment operator (single engine, over 50 yds. struck)
Rubber-tired earth moving equipment operator (multiple engine
Euclid, Caterpillar & similar type - over 25 yds. and up to 50 yds. struck)
Tower crane repairman
Tractor loader operator (crawler and wheel-type over 6 1/2 yds.)
Welder, certified
Woods mixer operator (& similar Pugmill equipment)

GROUP 8

Auto grader operator
Automatic slip form operator
Drilling Machine Operator, Bucket or Auger Types (Caldwell, Auger 200 CA or or similar types - Watson, Auger 6000 or similar types - Hughes Super Duty, Auger 200 or similar types - drilling depth of 175 maximum)
Hoe Ram or similar with compressor
Hose excavator operator - less than 750 cubic yards.
Mechanical finishing machine operator
Mobile form traveler operator
Motor patrol (multiple engine)
Pipe mobile machine operator
Rubber-tired earth moving equipment operator (multiple engine
Euclid, Caterpillar & similar type - over 50 cubic yds. struck)
Rubber-tired scraper operator
Rubber-tired self-loading scraper operator (paddle wheel auger type self-loading
- two (2) or more units)
Vermeer Rock Trencher (or similar type)

GROUP 9

Rubber-Tired earth Moving Equipment Operator, operating equipment with the push-pull system (single engine, up to and including 25 yds. struck.)

GROUP 10

Canal liner operator
Canal trimmer operator
Remote controlled earthmoving equipment operator
Wheel excavator operator (over 750 cubic yards per hour)

GROUP 11

Rubber-tired earth moving equipment operator (single engine
Euclid, Athey Wagon, & similar types with any and all attachments
- over 25 yds. and up to 50 yds. struck)
Rubber-Tired earth Moving Equipment Operator, operating equipment with the push-pull system (multiple engine, up to and including 25 yds. struck.)

GROUP 12

Rubber-tired earth moving equipment operator operating equipment with the push-pull system (single engine - over 50 yds. struck)
Rubber-Tired earth Moving Equipment Operator, operating equipment with the push-pull system (multiple engine, Euclid, Caterpillar and similar, over 25 yds. and up to 50 yds. struck.)

OPERATING ENGINEES - CONTINUED

GROUP 13

Rubber-Tired earth Moving Equipment Operator, operating equipment with the push-pull system (multiple engine, Euclid, Caterpillar and similar, over 50 yds. struck.)
Tandem tractor operator (operating crawler type tractors in tandem - Quad 9 and similar type.)

GROUP 14

Rubber-Tired earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combinations, excluding compaction units - single engine, up to and including 25 yds. struck).

GROUP 15

Concrete Pump Operator - truck mounted
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, up to and including 25 cu. yds. struck)

GROUP 16

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - single engine, Caterpillar, Euclid, Athey Wagon, and similar types excluding compaction units - single engine, over 50 cu. yds. struck)
Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Euclid, Caterpillar, and similar over 25 yds. and up to 50 cu. yds. struck)

GROUP 17

Rubber-Tired Earth Moving Equipment Operator, operating in Tandem (scrapers, belly dumps, and similar types in any combination, excluding compaction units - multiple engine, Caterpillar, Euclid, Athey Wagon, and similar types over 50 cu. yds. struck).

GROUP 18

Rubber-tired earth moving equipment operator, operating equipment with the tandem push-pull system (single engine, up to and including 25 yds. struck)

GROUP 19

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull system (single engine, Caterpillar, Euclid, Athey Wagon, and similar types with any and all attachments over 25 yds. and up to and including 50 cu. yds. struck).
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, up to and including 25 yds. struck)

GROUP 20

Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (single engine, over 50 yds. struck).
Rubber-Tired Earth Moving Equipment Operator, operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 25 yds. and up to 50 cu. yds. struck.)

GROUP 21

Rubber-Tired Earth Moving Equipment Operator, Operating equipment with the Tandem Push-Pull System (multiple engine, Euclid, Caterpillar and similar type, over 50 cubic yds. struck).

OPERATING ENGINEERS - CLASSIFICATIONS FOR CRANES, PILEDIVING & HOISTING EQUIPMENT

- GROUP 1 Engineer Oiler
Forklift Operator (under 5 tons capacity)
- GROUP 2 Truck Crane Oiler
- GROUP 3 A-Frame or Winch Truck Operator
Ross Carrier Operator (Jobsite)
- GROUP 4 Bridge-Type Unloader and Turntable Operator
Helicopter Hoist Operator
- GROUP 5 Stinger Crane (Austin-Western or similar type)
Tugger Hoist Operator (1 drum)
- GROUP 6 Bridge Crane Operator
Cretor Crane Operator (Oiler required)
Forklift Operator (over 5 tons)
Hoist Operator (Chicago Boom and similar type)
Lift Mobile Operator
Lift slab machine operator (Vagtborg & similar type)
Material Hoist Operator
Polar Gantry Crane Operator
Shovel, Backhoe, Dragline, Clamshell Operator
(over 3/4 yd. and up to 8 cu. yds. M.R.C.)
Tugger Hoist Operator (2 drum)
- GROUP 7
Pedestal Crane Operator
Shovel, Backhoe, Dragline, Clamshell Operator (Over 5 cu. yds. M.R.C.)
Tower Crane Repairman
Tugger Hoist Operator (3 Drum)
- GROUP 8
Crane Operator (up to and including 25 ton capacity)
Crawler Transporter Operator
Derrick Barge Operator (up to and including 25 ton capacity)
Hoist Operator, Stiff Legs, Guy Derrick and similar type (up to and including 25 ton capacity)
Shovel, Backhoe, Dragline, Clamshell Operator (over 7 cu. yds. M.R.C.)
- GROUP 9
Crane Operator (over 25 tons up to and including 50 ton M.R.C.)
Derrick Barge Operator (over 25 tons, up to and including 50 ton M.R.C.)
Highline Cableway Operator
Hoist Operator, Stiff Legs, Guy Derrick and similar type
(over 25 tons, up to and including 50 ton capacity)
K-Crane
Polar Crane Operator
Tower Crane Operator
- GROUP 10
Crane Operator (over 50 tons, up to and including 100 ton M.R.C.)
Derrick Barge Operator (over 50 tons, up to and including 100 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick and similar type
(over 50 tons, up to and including 100 ton M.R.C.)
Mobile Tower Crane Operator (over 50 tons, up to and including
100 ton M.R.C.)
- GROUP 11
Crane Operator (over 100 up to and including 200 ton M.R.C.)
Derrick Barge Operator (over 100 tons, up to and including 200 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick and similar type (over 100 tons, up to and
including 200 ton M.R.C.)
Mobile Tower Crane Operator (over 100 tons, up to and including
200 ton M.R.C.)

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OPERATING ENGINEERS - CLASSIFICATIONS FOR CRANES, PILEDRIVING & HOISTING EQUIPMENT

GROUP 12

Crane Operator (over 200 tons, up to and including 300 ton M.R.C.)
Derrick Barge Operator (over 200 tons, up to and including 300 ton M.R.C.)
Hoist Operator, Stiff Legs, Guy Derrick and similar type
(over 200 tons, up to and including 300 ton M.R.C.)
Mobile Tower Crane Operator (over 200 tons, up to and including
300 ton M.R.C.)

GROUP 13

Crane Operator (over 300 tons)
Derrick Barge Operator (over 300 tons)
Helicopter Pilot
Hoist Operator, Stiff Legs, Guy Derrick and similar type (over 300 tons)
Mobile Tower Crane Operator (over 300 tons)

OPERATING ENGINEERS - SURVEYORS (non-licensed)

GROUP 1: Chainman
GROUP 2: Rodman
GROUP 3: Instrumentman
GROUP 4: Hydrographic Engineering Technician I (Chainman)
GROUP 5: Party Chief
GROUP 6: E.D.M. or Fathometer Instrumentman
GROUP 7: Certified Party Chief
GROUP 8: Hydrographic Engineer Party Chief
GROUP 9: Certified Hydrographic Engineer Party Chief
GROUP 10: Chief of Parties

OPERATING ENGINEERS - TUNNEL CLASSIFICATIONS AND WAQE RATES

GROUP 1: Heavy Duty Repairman Helper
GROUP 2: Skiploader (wheel type up to 3/4 yd. without attachment)
GROUP 3: Chainman
Power-Driver Jumbo Form Setter Operator
GROUP 4: Dinkey Locomotive or Motorsman (up to and including 10 tons)
Rodman
GROUP 5: Bit Sharpener
Equipment Greaser (Grease Truck)
Instrumentman
Slip form Pump Operator (power driven hydraulic lifting device
for concrete forms)
Tugger Hoist Operator (1 drum)
Tunnel Locomotive Operator (over 10 and up to and including 30 tons)
Welder-General
GROUP 6: Backhoe Operator (up to and including 3/4 yd., small Ford, Case or similar)
Drill Doctor
Grouting Machine Operator
Heading Shield Operator
Heavy Duty Repairman
Loader Operator (Athey, Euclid, Sierra and similar types)
Mucking Machine Operator (1/4 yd. - rubber-tired, rail or track type)
Pneumatic Concrete Placing Machine Operator (Hackley-Presswell or similar type)
Pneumatic heading Shield (tunnel)
Pumpcrete Gun Operator
Tractor Compressor Drill Combination Operator
Tugger Hoist Operator (2 drum)
Tunnel Locomotive Operator (over 30 tons)
GROUP 7: Heavy Duty Repairman-Welder Combination
GROUP 8: Party Chief
GROUP 9: Certified Chief of Party
Tunnel Mole Boring Machine Operator

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TEAMSTERS CLASSIFICATIONS

GROUP 1

Busses, job site, up to 25 passengers
Dump truck - less than 12 yds. water level
Pick up driver
Service station attendant
Service truck driver, teamster equipment
Truck repairman helper
Trucks - less than 15 tons legal payload capacity
Warehouseman
Water & fuel trucks - under 2,500 gallons
Working flat rack driver

GROUP 2

Boothman
Busses, job site more than 25 passengers
Dump trucks - 12 yds. but less than 16 yds. water level
Truck Greaser
Trucks - legal payload capacity between 15 and 20 tons
Gas & oil pipeline working truck drivers,
(includes winch trucks and all size trucks)
Water & fuel trucks - 2,500 gallons to 4,000 gallons

GROUP 3

Dumpcrete truck (less than 6 1/2 yds. water level)
Tireman
Transit mix trucks (under 3 yds.)
Warehouse clerk

GROUP 4

Dump trucks (16 yds. up to and including 22 yds. water level)
Dumpcrete truck (6 1/2 yds. water level and over)
Dumpster truck
Euclid type spreader truck
Forklift driver
Rosa carrier driver (highway)
Stock room clerk
Transit mix trucks (3 yds. but less than 6 yds.)
Trucks (20 tons but less than 30 tons legal payload capacity)
Water & fuel trucks (4,000 gallons but less than 8,000 gallons)

GROUP 5

Dump trucks (over 22 yds. water level)
Road oil spreader truck
Transit mix trucks (6 yds. or more)
Trucks (30 tons & over, legal payload capacity)
Highway water & fuel trucks (8,000 gallons and over)

GROUP 6

DW, DW 10 & 20 Euclid-type equipment, LeTourneau Pulls,
Terra Cobras & similar equipment, PS & similar trucks
Truck repairman, all equipment with 7 or more axles