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ENVIRONMENTAL PROTECTION

**ASBESTOS ABATEMENT SPECIFICATION  
FORMER HAWTHORNE LANDFILL  
HAWTHORNE, NEVADA**

**September 26, 2005**

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**KLEINFELDER**

*An employee owned company*

September 26, 2005  
Kleinfelder Project No. 59975.01

Mr. Scott Smale  
Brownfields Manager  
Nevada Division of Environmental Protection  
Bureau of Corrective Actions  
901 South Stewart Street, Suite 4001  
Carson City, Nevada 89701-5249

**SUBJECT: Asbestos Abatement Specification  
Former Hawthorne Landfill  
Hawthorne, Nevada**

Dear Mr. Smale:

We are pleased to present this Asbestos Abatement Specification for the subject site. This performance-based specification was prepared for use by the client and prospective contractors for soliciting bids and performing the work described in this document. All parties using this document are subject to the limitations presented in this document. All work related to this project, even if not specifically stated in this document, must be conducted in accordance with applicable Federal, State, and local regulations.

We appreciate this opportunity to provide our services to you. Should you require additional information or have any questions regarding this report, please contact us at (775) 689-7800.

Sincerely,

**KLEINFELDER, INC.**

Jennifer Gomez, CAC  
Senior Environmental Professional

Joshua P. Fortmann, C.E.M.  
Project Manager

59975.01/REN5R194

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KLEINFELDER 4875 Longley Lane, Suite 100, Reno, NV 89502-5953 (775) 689-7800 (775) 689-7810 fax

September 26, 2005

Prepared For:

Nevada Division of Environmental Protection  
Bureau of Corrective Actions  
901 South Stewart Street, Suite 4001  
Carson City, Nevada 89701-5249

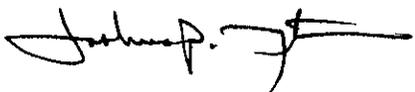
**ASBESTOS ABATEMENT SPECIFICATION  
FORMER HAWTHORNE LANDFILL  
HAWTHORNE, NEVADA**

Kleinfelder Project No.: 59975.01

Prepared By:

A large, stylized handwritten signature in black ink, followed by the word "FOR" written in a similar style.

Jennifer Gomez, CAC  
Senior Environmental Professional

A handwritten signature in black ink, appearing to read "Joshua P. Fortmann".

Joshua P. Fortmann, C.E.M.  
Project Manager

**KLEINFELDER, INC.**  
4875 Longley Lane, Suite 100  
Reno, Nevada 89502-5953

September 23, 2005

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## 1.0 INTRODUCTION & INSTRUCTIONS

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Kleinfelder has prepared this abatement project specification (Specification) for the limited removal of identifiable piles of asbestos cement (AC) shingles at the project site in an effort to reduce identifiable sources of potential further asbestos contamination. The scope of work is to remove concentrated areas of AC material on the ground surface of the site. The Specification is a performance-based document and is not intended to replace Federal, State, or local requirements and regulations. Regulations are referenced in this document as points of emphasis and are not intended to delete regulations not referenced.

Responsible Asbestos Abatement Contractors, licensed with the State of Nevada Contractors Board and the Division of Industrial Relations/Occupational Safety and Health Enforcement Section (DIR/OSHE), are invited to submit written, formal bids for:

**ASBESTOS ABATEMENT PROJECT  
FORMER HAWTHORNE LANDFILL  
HAWTHORNE, NEVADA**

**Bid Opening Date:** September 29, 2005, 4:00 PM

**Project Location:** Former Hawthorne Landfill  
Hawthorne, Nevada

**Owner:** Mineral County

**Consultant:** Kleinfelder, Inc.  
4875 Longley Lane, Suite 100  
Reno, Nevada 89502-5953  
(775) 689-7800  
fax (775) 689-7810  
Mr. Josh Fortmann  
Project Manager

Kleinfelder will accept bids on behalf of the Nevada Division of Environmental Protection (NDEP) for asbestos removal at the subject site described above.

Kleinfelder (Consultant) will subcontract services of the selected Asbestos Abatement Contractor. The purpose of the project is to remove asbestos containing material (ACM) that will be impacted by future site renovation activities.

All bids must be on a lump sum basis; segregated bids will not be accepted. The bid shall provide hourly rates for supervisory and worker personnel, as well as equipment and material rates for potential extra work items that could be billed on a time and materials basis. The bid package shall be plainly marked with the following:

**ASBESTOS ABATEMENT PROJECT  
FORMER HAWTHORNE LANDFILL  
HAWTHORNE, NEVADA  
BID ENCLOSED**

Kleinfelder will receive **sealed bids until 4:00 p.m., P.S.T. on September 29, 2005**, at Consultant's address shown above. Bids received after this time will not be accepted. Bids will be opened immediately after specified closing time.

Special Attention of Bidders is called to the following requirements (Note: Bid Submittal Checklist):

1. A **Mandatory Bidders Walk-through** is scheduled for September 27, 2005, at 11:00 AM at the site. The meeting location will be located near the northwest entrance of the subject site.
2. Kleinfelder, Inc., is the Project Consultant and will monitor the project.
3. The Asbestos Abatement Contractor shall be responsible for all necessary personnel and area air monitoring to meet Federal, State, and local requirements, as well as, job specific requirements. All such air monitoring shall be performed by the Contractor's Competent Person.
4. The Contractor shall purchase and maintain insurance at their own expense that will protect them from claims that may arise out of or result from the Contractor's or their subcontractors' activities under this Contract. Bidders shall submit proof of coverage under the Workman's Compensation insurance system of the State of Nevada and occurrence insurance in the amount of \$2 million aggregate.

The Contractor shall submit a certificate of general liability insurance for personal injury, occupational disease and sickness or death and property damage. Insurance shall include "Occurrence" claim provisions. Minimum acceptable coverage is:

*Combined Single Limit for Bodily Injury and Property Damage or,  
Bodily Injury and \$1,000,000 Property Damage (each occurrence)*

The Contractor must document that they have notified their insurance carrier of the nature of the work involvement with asbestos and that the coverage in effect specifically includes an endorsement for asbestos abatement activities. Asbestos abatement liability coverage must be provided under general liability insurance.

The Contractor shall submit a certificate of comprehensive automobile liability insurance with the following minimum limits of liability:

*Bodily Injury Liability* *\$1,000,000 each person*  
*each occurrence*

*Property Damage Liability* *\$1,000,000 each occurrence*

This insurance is to apply to all owned, non-owned, and hired vehicles used by the contractor in the performance of the Work.

The Contractor shall submit the project specific certificates of insurance to the Consultant, prior to commencing any field work on this project. The above-mentioned policies shall include the Consultant, their officers and employees as additional insureds, and the coverage of said policies shall be expressly made primary insurance with respect to any other similar coverage carried by the Consultant. Copies of such policies or certificates evidencing such policies shall be first approved by the Consultant. All policies shall contain a provision requiring thirty (30) days written notice to be given to the Consultant prior to cancellation, modification, or reduction of limits.

All policies and certificates of insurance of the Contractor shall contain the following clauses:

- Insurers shall have no right of recovery or subrogation against the Consultant (including its agents and agencies, as mentioned above), it being the intention of the parties that the insurance policies so effected shall protect

both parties and be the primary coverage for any and all losses covered by the above-described insurance.

- The clause "other insurance provisions" in a policy in which the Consultant is named as an insured, shall not apply to the Consultant.
- The insurance companies issuing the policy or policies shall have no recourse against the Consultant (including its agents and agencies, as mentioned above) for payment of any premiums or for assessments under any form of policy.
- Any and all deductibles in the above-described insurance policies shall be assumed by and for the account of, and at the sole risk of the Contractor.

## **5. Indemnification**

The Consultant, its officers, agents and employees, and its authorized representatives shall not in any way or manner be answerable or suffer loss, damage, expense, or liability for any loss or damage that may happen as a result of the Contractor's actions, or in part thereof. The Contractor shall assume all liabilities of every kind or nature arising from said project, either by accident, negligence, theft, vandalism, or any cause whatever; and shall hold the Consultant, its officers, agents and employees, and its authorized representatives harmless from all liability of every kind and nature arising from accident, negligence, or any cause whatever, other than for the active negligence of the Consultant, its officers, agents and employees, and its authorized representatives.

Indebtedness incurred for any cause in connection with this Project must be paid by the Contractor, and the Consultant is hereby relieved at all times from any indebtedness or claim other than the Contract price.

Responsibility for Accident, Damage, etc.: To the furthest extent permitted by law, the Contractor shall be responsible for any and all loss, accident, neglect, injury, or damage to person, life, or property which may be the result of, may be caused by, or arise out of his performance of the Project as contemplated by these Project Specifications or the execution of the Contract for performance of said Project, and for which the Consultant might be held liable.

Contractor Indemnifies Consultant: Contractor shall indemnify the Consultant, and their agents and employees and hold them free, safe, and harmless of, from, and against any and all liability for the death of, or injury to any person, or loss of use of

any property, which may arise by reason of the acts done or omitted to be done as a result of the activities to be conducted by the Contractor in completion of performance of the Project, other than for the active negligence of the Consultant, its officers, agents and employees, or authorized representatives.

The Contractor shall defend or, at Consultant's sole option, reimburse the Consultant upon demand for all reasonable cost and expenses that the Consultant may incur in resisting any claim which may be made against the Consultant for any injury or damage to any person or property for which the Consultant entitled to be indemnified hereunder.

In any and all claims against the Consultant or any of its agents or employees, by any Contractor employee, subcontractor, anyone directly or indirectly employed by any of them, or anyone for those acts for which any of them may be liable, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor, or any subcontractor under worker's compensation acts, disability benefit acts or other employee benefit acts. Upon demand, the Contractor shall defend any suits or actions arising from such claims.

## **6. Interpretation and Addenda**

Bidders shall promptly notify the Consultant of any ambiguity, omissions, inconsistency, or error that they may discover upon examination of the Specification.

Bidders requiring clarification or interpretation of the Bidding Documents shall make a written request to the Consultant, and shall reach them at least (1) day prior to receipt of bids.

Any interpretation, correction or change of the Bidding Documents will be made by Addendum. Interpretation, corrections or changes of the Bidding Documents made in any other manner will not be binding, and bidders shall not rely upon such interpretations corrections and changes.

Addenda will be mailed or delivered to all who are known by the Consultant to have received a complete set of this Project Specification. Addenda may be issued after a Contractor is selected. In such a case, the addenda will only be sent to the selected Contractor.

No Addenda will be issued later than one (1) day prior to the date for receipt of bids except an Addendum, if necessary, postponing the date for receipt of bids or withdrawing the request for bids.

Each bidder shall ascertain, prior to submitting their bid that they have received all Addenda issued, and Bidder shall acknowledge their receipt in the space provided on the Bid Proposal.

## 7. Consideration of Bids

The Consultant shall have the right to reject any or all Bids. The Consultant shall have the right to waive any informality or irregularity in any Bid received. The Consultant shall have the right to accept alternates in any order or combination.

### 1.1 Project Calendar

Project Specification Delivery	September 27, 2005
Pre-bid Conference/Walk-through (MANDATORY ATTENDANCE)	September 27, 2005
Bid Opening	September 27, 2005
Notice of Award	September 30, 2005
Contractor bonds submitted	Not applicable
Contractor Applies for Permit	Within 1 day of Notice to Proceed
Work Plan Submittal	Within 1 day of Notice to Proceed
Pre-construction Conference (Mandatory Attendance)	To Be Determined
START ABATEMENT	On or about October 3, 2005
Final Inspection and Clearance	To Be Determined

NOTE: The Consultant reserves the right to adjust any and all dates listed above. This shall not constitute grounds for a change order.

## 1.2 Bid Package Submittal Checklist

The listed items must be submitted complete for a Bid to be considered; **please submit in the following order:**

- Certificate of Insurance (include asbestos rider and workers compensation)
- Brief narrative of the Contractor's intended project approach (general workplan)

All items must be received by mail or delivered in person to Owner.

## 1.3 Post Award Submittals

Within 1 day of Notice to Proceed

The listed item must be submitted by the selected Contractor within 1 calendar days of the notice of award:

Signed Agreement

All items must be received by mail or delivered in person to Consultant.

## 1.4 Work Plan Submittal Checklist

Within 1 days of Notice to Proceed

1. Notification to State of Nevada DIR/OSHE and the Environmental Protection Agency Region 9. (Contractor needs to request waiver of 10-day waiting period)
2. Other state or local permits, if applicable
3. Calendar of Scheduled Activity
4. Work Plan
5. Plans
6. Hazardous and non-hazardous waste disposal site(s) name, address, and contract person
7. Contractors License

8. Negative exposure assessment (NEA) for asbestos, when applicable
9. Current Supervisor/Worker's Certifications
10. Current Worker's medical surveillance reports
11. Current Worker's respirator fit testing documentation
12. Hazardous waste hauler's name, address, contact person and hauler ID number

The work plan must be sent to the Consultant.

## 2.0 GENERAL

---

### 2.1 Description of Work

The work covered by this section includes abatement and disposal of all friable and non-friable ACM from the subject site as described in Section 5.0 of this Project Specification for Asbestos Abatement (Project Specification). In addition to the scope and application of applicable Federal, State, and local regulations, this document includes a summary of the incidental procedures and equipment required to protect workers and occupants of a building or area from exposure to airborne asbestos fibers. This Project Specification is not a comprehensive manual on the state-of-the-practice asbestos abatement procedures, equipment, or materials. The selected Contractor represents, by acceptance of this work, that the Contractor is aware of the various state-of-the-practice procedures, equipment, and materials acceptable by regulatory agencies that are also efficient, effective, and protective of human health and the environment.

The specific Scope of Work, including estimated quantity and location of the ACM to be removed, is described in Section 5.0.

### 2.2 Codes and Regulations

**General Applicability of Codes and Regulations and Standards:** Except to the extent that more explicit or more stringent requirements are written directly into the contract documents, all applicable Federal, State, and local codes, regulations, and standards have the same force and effect (and are made a part of the contract documents) as if copied directly into the contract documents, or as if published copies are bound herewith.

**Contractor Responsibility:** The Contractor shall assume full responsibility and liability for the compliance with all applicable Federal, State, and local regulations pertaining to work practices, hauling, disposal, and protection of workers, visitors to the site, and persons occupying areas adjacent to the site. The Contractor is responsible for providing medical examinations and maintaining medical records of personnel as required by the applicable Federal, State, and local regulations. The Contractor shall hold the Owner and Consultant harmless

**for failure to comply with any applicable work, hauling, disposal, safety, health or other regulation on the part of the Contractor, the Contractor's employees, and the Contractor's subcontractors.**

Federal Requirements which govern asbestos abatement work or hauling and disposal of asbestos waste materials include but are not limited to the following:

OSHA: U.S. Department of Labor, Occupational Safety and Health Administration, (OSHA), including but not limited to:

Occupational Exposure to Asbestos, Tremolite,  
Anthophyllite, and Actinolite; Final Rules  
Title 29, Part 1910, Section 1001 and  
Part 1926, Section 1101 of the  
Code of Federal Regulations

Respiratory Protection  
Title 29, Part 1910, Section 134 of the  
Code of Federal Regulations

Construction Industry--Asbestos  
Title 29, Part 1926.1101, of the  
Code of Federal Regulations

Access to Employee Exposure and Medical Records  
Title 29, Part 1910, Section 20 of the  
Code of Federal Regulations

Hazard Communication  
Title 29, Part 1910, Section 1200 of the  
Code of Federal Regulations

Specifications for Accident Prevention Signs and Tags  
Title 29, Part 1910, Section 145 of the  
Code of Federal Regulations

DOT: U. S. Department of Transportation, including but not limited to:

Hazardous Substances  
Title 49, Part 171 and 172 of the  
Code of Federal Regulations

EPA: U. S. Environmental Protection Agency (EPA), including but not limited to:

Asbestos Abatement Projects; Worker Protection Rule Title 40 Part 763, Sub-part E of the Code of Federal Regulations

Asbestos Hazard Emergency Response Act (AHERA) Regulation  
Asbestos-containing Materials in Schools Final Rule and Notice  
Title 40, Part 763, Sub-part E of the Code of Federal Regulations

Training Requirements of (AHERA) Regulation  
Asbestos-containing Materials in Schools Final Rule and Notice  
Title 40, Part 763, Sub-part E, Appendix C of the Code of Federal  
Regulations

Asbestos School Hazard Abatement Reauthorization Act  
(ASHARA), enacted November 28, 1990, Public Law 101-637

National Emission Standard for Hazardous Air Pollutants  
(NESHAPS)

National Emission Standard for Asbestos  
Title 40, Part 61, Sub-part A, and Sub-part M (Revised Sub-part B)  
of the Code of Federal Regulations

State Codes:

State of Nevada Division of Industrial Relations/Occupational Safety and  
Health Enforcement Section (DIR/OSHE):

Federal OSHA standards adopted by reference, Nevada  
Administrative Code 618.750, and Nevada Revised Statutes  
618.850

Nevada Asbestos NESHAPS Coordinator:

State of Nevada DIR/OSHE

Local Requirements: Abide by all local requirements which govern asbestos abatement  
work or hauling and disposal of asbestos waste materials.

### Other Standards:

American National Standards Institute (ANSI)  
1430 Broadway  
New York, New York 10018  
(212) 354-3300

Fundamentals Governing the Design and Operation of Local Exhaust Systems  
Publication Z9.2-79

Practices for Respiratory Protection Publication Z88.2-80

Send Written Notification as required by U.S. EPA National Emission Standards for Hazardous Air Pollutants (NESHAP) Asbestos Regulations (40 CFR 61, Subpart M) to the regional Asbestos NESHAP Contact at least 10 business days prior to beginning any work on asbestos-containing materials, or obtain appropriate waiver. The DIR/OSHE also requires notification of abatement of friable ACM 10 calendar days prior to abatement, or obtain appropriate waiver. DIR/OSHE also requests courtesy notification for projects involving non-friable ACM.

### 2.3 Definitions

Refer to Appendix C for terms and definitions applicable to this Project Specification.

### 2.4 Quality Assurance

**Laboratory Qualification:** The laboratory shall be regularly engaged in asbestos testing, and personnel used for monitoring airborne concentrations of asbestos fibers shall be proficient in this field. This proficiency shall be demonstrated by current acceptable participation in the Proficiency Analytical Testing (PAT) program, and each analyst shall have taken the NIOSH 582 Course (Sampling and Analysis for Asbestos) or the equivalent. A laboratory that conducts transmission electron microscopy (TEM) must be accredited by NVLAP.

### **Asbestos Fiber Concentration Control Limits:**

**Inside Work Area:** Air concentrations of asbestos shall not exceed an 8-hour time weighted average (TWA) of 0.1 fibers per cubic centimeter (f/cc) (by PCM) of air for personnel selected as Most Contaminated Worker. Air concentrations of asbestos shall not exceed the 30-minute excursion level of 1.0 f/cc.

Outside Asbestos Work Area: Air concentrations of asbestos fibers shall be maintained at or below 0.010 f/cc (by PCM). This applies to all areas in the building while work is in progress except for the asbestos work area.

Contractor and/or Contractor's Certified Industrial Hygienist (CIH): The Contractor or Contractor's CIH is responsible for the following:

1. Thorough review of the Project Specifications.
2. Assigning air monitoring personnel to sample Contractor's employee exposure and an analytical laboratory that conforms with this Section.
3. Maintain complete air sampling records, keep a daily activity log, and provide a report that contains all personnel air sampling results.
4. Maintain a daily log in sheet for all personnel conducting asbestos removal activities.

The Contractor will provide observations to the Consultant regarding the integrity of all barriers; decontamination facilities and protective coverings; work and safety plans; emergency evacuation procedures; and proper performance of measures used to protect the facility and employees, including: isolation and removal techniques, encapsulation, patching, disposal, and state of the art procedures. The Consultant shall be informed immediately of operational problems or deviations from the Project Specification in writing.

Violations: If, at any time the Contractor's Competent Person or CIH determines that practices are in violation of pertinent and applicable regulations or that air results exceed specified allowable levels, they will notify the Consultant and Owner immediately. All work activity in the affected area(s) will cease until corrective actions have been taken.

Any cost resulting from such a stop work order issued by the CIH or Consultant will be borne by the Contractor and will not be considered as a basis for an increase in the contract amount.

The Contractor is responsible for the safety of all persons in or around the regulated area or within the areas the Contractor is using for ingress and egress.

## 2.5 Title of Waste Material

All asbestos and asbestos contaminated materials resulting from removal work, except as specified otherwise, shall be the property of the generator (Owner) and shall be disposed of by the Contractor as required in applicable Federal, State, and local regulations.

#### 2.6 Protection of Existing Structures

Perform removal work without damage or contamination of adjacent areas. The Contractor shall repair and replace all items not scheduled for removal if damaged or contaminated.

#### 2.7 Medical Requirements

The Contractor shall provide workers with a comprehensive medical examination as required (29 CFR 1926.1101(m) and (n)(3)).

#### 2.8 Training

The Contractor will ensure and certify that all workers performing asbestos abatement shall have successfully completed an EPA-approved asbestos training course and have in their possession a valid Asbestos Worker Certificate or Contractor/Supervisor Certification issued by an accredited trainer. All certifications must be in compliance with the recent Model Accreditation Plan (MAP) provisions (29 CFR 1926.1101(n) and (o)).

#### 2.9 Permits, Licenses, Notifications, and Patents

Secure necessary permits for asbestos removal, hauling, and disposal and provide timely notification of such actions as may be required by Federal, State, and local authorities. Copies of such notification shall be provided to the Owner and Consultant prior to commencement of work (see post award submittal checklist in the Instructions to Bidders). Post all notices required by applicable Federal, State, and local regulations. Maintain two (2) copies of applicable Federal, State, and local regulations and standard. Maintain one copy of each at job site. Keep on file in Contractor's office one copy of each.

The Contractor is responsible for retaining written permission for use of equipment, engineering controls, designs, etc. All associated costs for these items shall be born by the Contractor. The Contractor shall notify the Consultant that they do maintain such documentation prior to the commencement of work.

## 2.10 Safety Compliance

In addition to the requirements of this specification, the Contractor shall comply with laws, ordinances, rules, and regulations of Federal, State, and local authorities regarding handling, storing, transporting, and disposing of asbestos waste materials. Submit matters of interpretation of standards to the appropriate administrative agency for resolution before starting the work.

1. **Emergency Evacuation:** The Contractor shall develop and submit an Emergency Evacuation Plan for each area of work or area in which the Contractor expects to use for ingress and egress. The plan shall be distributed and read by all personnel required to enter the enclosed abatement area. In addition, the Contractor shall post this plan at the entrance to the abatement areas.
2. **Hazard Communications:** Post warning signs and labels and ensure the employees are properly trained and outside contractors are properly notified. Contractor will conduct "tail-gate" health and safety meetings prior to work each shift to review the health and safety plan and discuss new hazards, if applicable.
3. The Contractor will institute all necessary precautions so that no unauthorized personnel enter the regulated areas by mistake or design. When the work site is unattended, the regulated area shall be locked so that unauthorized personnel can not enter the area.

## 2.11 Respirator Protection

The employer shall comply with the above regulations at a minimum and provide and ensure the proper use and selection of respirators, perform required respiratory fit tests and institute a respiratory program. This project is considered to be substantially Class I and Class II work.

## 3.0 PRODUCTS

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### 3.1 Respirators

Respirators shall be used as specified in 29 CFR 1926.1101 and 29 CFR 1910.134. Initial selection of a respirator must follow regulations regarding a negative exposure assessment for the work described in this Project Specification. The prior data must be from "workplace conditions that 'closely resembles' the processes, type of material, control methods, work practices, and environmental conditions used and prevailing in the Contractor's current operations, the operations were conducted by employees whose training and experience are no more extensive than that of employees performing the current job, and these data show that under the conditions prevailing and which will prevail in the current workplace there is a high degree of certainty that employee exposures will not exceed the TWA and excursion limit..." (29 CFR 1926.1101 (f)). The anticipated minimum level of respiratory protection for this project is a half-face negative pressure respirator with HEPA cartridges.

### 3.2 Poly Sheeting

All poly sheeting must be 6-mil and fire retardant and shall be polyethylene material sized in lengths and widths to minimize the frequency of joints.

### 3.3 Poly Bags

Poly bags shall be a minimum 6-mil polyethylene printed with warning labels per U.S. Department of Transportation (DOT), and EPA regulations.

### 3.4 Disposable Containers

Waste containers shall be suitable to receive and retain any asbestos-containing or contaminated materials until disposal at an approved site. The containers shall be labeled in accordance with Federal, State, and local regulations. Containers must be both airtight and watertight.

### 3.5 Eye Protection

Full-face masks or goggles must be provided to personnel engaged in asbestos operations. Eye protection must be worn during abatement of any materials or operations that may present risk or damage to the eyes.

### 3.6 Special Clothing

**Protective Clothing:** Provide abatement workers with fire retardant disposable protective whole body clothing, head coverings, gloves, and foot coverings. Provide disposable poly or rubber gloves to protect hands, when necessary. Cloth gloves may be worn inside the poly or rubber gloves for comfort, but shall not be used alone. Make sleeves secure at the wrists and foot coverings secure at the ankles by the use of tape. Patch all tears with duct tape as soon as discovered.

### 3.7 Warning Signs

Warning signs should be used and printed as a minimum as described in 29 CFR 1926.1101 (e) and (k)(7). Warning signs shall be posted at all approaches to regulated areas. Locate signs at such a distance (must be read from 20 feet of the removal area) that personnel may read the sign and take the necessary protective steps required before entering the area. Provide labels and affix to all asbestos materials, scrap, waste, debris, and other products contaminated with asbestos.

**DANGER  
CONTAINS ASBESTOS FIBERS  
CANCER AND LUNG DISEASE HAZARD  
AUTHORIZED PERSONNEL ONLY  
RESPIRATORS AND PROTECTIVE CLOTHING  
ARE REQUIRED IN THIS AREA**

### 3.8 Caution Labels

Provide labels of sufficient size to be clearly legible, displaying the following legend to be used in accordance with 1926.1101 (k)(8):

**DANGER  
CONTAINS ASBESTOS FIBERS  
AVOID CREATING DUST  
CANCER AND LUNG DISEASE HAZARD**

The U.S. DOT requires the following language on waste containers:

**HAZARDOUS WASTE, SOLID N.O.S., ORM-E, NA 9188 (ASBESTOS)(RQ)**

Additional labeling requirements are specified in 49 CFR 171 and 172.

**3.9 Other Materials, Tools, and Equipment**

The Contractor shall provide standard commercial quality of all other materials such as lumber, nails, and hardware, which may be required to construct and dismantle the decontamination area and the barriers that isolate the work area, and as required to complete the work as specified.

**Water Sprayer:** For amended water application the water sprayer shall be an airless or other low pressure type.

**Airless Sprayer:** Suitable for application of encapsulating material, shall be used.

**Vacuum Equipment:** All vacuum equipment utilized in the work area shall use HEPA filters on the discharge and shall be suitable for wet/dry usage.

**Scaffolding:** Scaffolding, as required to accomplish the specified work, shall meet all applicable safety regulations.

**Transportation Equipment:** Transportation equipment, as required, shall be suitable for loading, temporary storage, transit, and unloading of contaminated waste without exposure to persons or property.

**Other Tools and Equipment:** The Contractor shall provide other suitable tools for the removal, enclosure, encapsulation, patching, and disposal activities, including but not limited to, hand-held scrapers, brushes, sponges, and rounded edge shovels.

**Electrical:** Electrical tools and equipment shall meet all applicable codes and regulations. Ground fault protection or assured grounding programs, as required by OSHA, shall be in effect at all times. The Contractor shall take all additional precautions and measures to insure a safe working environment during wet removal. This includes shutting off all live electrical lines in the work area and locking the service box.

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## 4.0 EXECUTION

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### 4.1 Work Procedure

Perform asbestos-related work in accordance with 29 CFR 1926.1101 and as specified herein. Use wet removal procedures. Properly notified and trained personnel shall wear and utilize protective clothing and equipment. Eating, smoking, or drinking shall not be permitted in the regulated area or the site building. Personnel of other trades not engaged in the abatement of asbestos shall be notified. Radios are not allowed within the site building, other than two-way radios for communication purposes area.

Contractor shall be responsible for knowing how and where emergency shut off valves for water, gas, and electrical utilities are located.

### 4.2 Regulated Area—Open

Establish designated limits for the asbestos work area and with the use of rope or other continuous barriers, and barricade the designated area from non-asbestos workers. Maintain all other requirements associated with removal and disposal of asbestos as applicable. Also, where an enclosure is not provided, area monitoring of airborne asbestos fibers will be conducted during the work shift at the designated limits of the asbestos work area at such frequency as specified herein. If the quantity of airborne asbestos fibers monitored at the designated limits at any time reaches the (time weighted average) maximum allowed in these specifications, stop work immediately. Notify key personnel and proceed with clean-up activities. If adjacent areas are contaminated, clean the contaminated areas, monitor and visually inspect the area as specified herein. Decontamination procedures shall not include HEPA vacuuming of workers in lieu of a shower room. HEPA vacuuming and double-suiting is allowed if a shower facility is utilized. All workers shall remove protective clothing and wash all exposed parts of their person before leaving the area. Eating, smoking, drinking or other activities are prohibited since these activities may potentially result in exposure to asbestos fibers. Showers, wash basins or buckets shall be provided with towels to clean respirators daily. The Contractor shall ensure that the workers take proper care of their assigned respirators and safety equipment.

#### 4.3 Decontamination

The decontamination area must be placed within the regulated area.. If a remote decontamination unit is to be used the Consultant reserves the right to approve use and placement of remote units for asbestos abatement.

#### 4.4 Access to Work Area

Asbestos Abatement Contractor shall make available to the Consultant personal protective equipment (not including respirators unless supplied air respirators are required) as required herein for entry to the regulated area at all times for inspection of the regulated area.

Access To Isolated Work Areas by Others: Except for an emergency and the Contractor's authorized personnel, the Contractor shall limit access to the work area to authorized representatives of the Consultant. At no time shall any personnel enter an the removal area without notifying the on-site Competent Person first and signing the site entry log.

Visitor Communications: All inquiries concerning the worksite, asbestos abatement project and other job activities shall be directed to the on-site Competent Person. The Contractor shall notify the Consultant of visitors (i.e., regulatory inspectors, OSHA/Nevada OSHE personnel, law enforcement, press, etc.) that visit the site during the project. If the Contractor is cited by a regulatory agency, the Contractor shall immediately notify the Owner and Consultant.

#### 4.5 Air Monitoring

General: Monitoring of airborne concentrations of asbestos fibers shall be in accordance with the specified regulations, Section 2.4 of this document, and as specified hereafter (29 CFR 1926.1101 (f)). An initial exposure assessment shall be performed for each area unless previously sampled or in areas shown not to present concentrations exceeding the PEL under the given work conditions.

Air monitoring may be required after clean-up, and the results must demonstrate the airborne concentrations are below the EPA clearance criteria for PCM or TEM. The Consultant will conduct a final visual survey for ACM residues. The Contractor is responsible for the outcome of the visual inspection and air monitoring, if applicable, being below the clearance criteria of 0.01 f/cc (PCM) or 0.01 structures/cc (TEM).

#### 4.5.1 Review

Personnel and procedures utilized by the Contractor are subject to review. Area (if deemed necessary) and personal air monitoring shall be performed by the Contractor's Competent Person or CIH.

#### 4.5.2 Records

Records: Documentation shall be kept for each filter sample procured as to worker sampled, respiratory protection equipment used, work area location, date and time taken, volume of air drawn through filter, and pump identification number and calibration. Documentation shall indicate whether tests were taken in isolated work areas, in occupied public spaces, etc., and shall be part of the permanent record provided at project completion.

#### 4.5.3 Air Samples

The following refers to the different type of air samples:

**Area Air Sampling:** If deemed necessary, area air samples shall be collected by the Contractor's Competent Person or CIH to evaluate the integrity of the containment structure. Area air samples for glovebag operations shall be conducted at 10% of the locations abated. The sampling protocol shall conform to the NIOSH 582 standards and 40 CFR Part 763.

**Personal Air Samples:** The Contractor is responsible for monitoring its employees' exposure and maintaining the proper records (29 CFR 1926.1101 and 1910.1001).

Results of all air monitoring shall be made available to the Consultant within 48 hours of sampling. Results of all personal air monitoring shall be made available to the Consultant within one week of the completion of the project.

If the results of phase contrast microscopy (PCM) analysis exceed the established limits, the Contractor will be required to initiate additional air and surface cleaning procedures, as instructed by the Consultant to reduce fiber concentrations below these limits. **Contractor shall notify Consultant immediately by phone and fax if the PEL is exceeded.** The Contractor may resume abatement work in that area only after he receives authorization from the Consultant. Any costs resulting from air sampling results exceeding the PEL shall be borne by the Contractor and will not be a basis for an increase in the contract amount.

#### 4.6 Asbestos Handling Procedures During Removal

**General Procedures:** Follow procedures described in these Sections. Sufficiently wet asbestos material with a fine spray of amended water during removal, cutting, or other handling to reduce the emission of airborne fibers. Remove material and immediately place in poly disposal bags. Where unusual circumstances prohibit the use of poly bags, submit an alternate proposal for containment of asbestos fibers to the Consultant for approval. Contractor shall properly notify their employees of the ACM content and train them in the standard of practice procedures for removal of the ACM in accordance with Federal, State, and local regulations. Reference 29 CFR 1926.1101 (g), Methods of Compliance.

**Category II Non-friable ACM:** Where asbestos cement (AC) removal is to be completed, the Contractor will remove this material using wet removal techniques and with personnel using safety equipment for head, eyes and ears and specified. Creating dust shall be avoided. Alternative procedures must be cleared by the Consultant before removal.

**Thermal System Insulation (TSI) - Friable Materials:** These materials must be abated and disposed using wet methods and other dust control measures necessary to comply with Federal, State, and local regulations. Contractor shall remove this material using wet removal techniques with personnel using safety equipment for head, eyes and ears as specified. Alternative procedures must be cleared by the Consultant before removal. The TSI can be cut and broken into smaller pieces for ease of handling utilizing appropriate work practices. Creating dust shall be avoided.

##### TSI - Pipe Insulation:

Pipe insulation may be removed by using a wrap and cut method of removal. Apply amended water and double wrap the pipe to be cut and removed with 6-mil poly sheeting and sealed with duct tape and spray adhesive. The sealed bag shall be properly labeled.

#### 4.7 Disposal

The Contractor must comply fully with waste handling, transportation, and disposal regulations and all U.S. Department of Transportation and EPA requirements. Material will be delivered directly to the pre-designated disposal site within five days for burial. All labels and signs shall be in accordance with EPA, OSHA, and U.S. DOT regulations as described in Sections 3.8 and 3.9. The Contractor shall fill out manifest forms for the Owner's (Generator) signature. Original disposal receipts and manifests must be turned in at project completion to the Owner. Copies shall be forwarded to the Consultant.

**Containers:** Sealed containers may be stored in a bag holding and decontamination enclosure area until a sufficient volume of waste has accumulated for disposal but not to exceed five days. This storage area will be prominently designated and waste containers will be covered with polyethylene sheeting. Waste should be stored out of sight of the public in a secure area.

Disposal containers shall then be labeled, sponge cleaned, and removed to the Contractor's staging area.

**Transportation and Disposal:** Decontaminated containers shall be removed from site staging area and worksite at the end of each work day. Workers unloading the sealed bags and machinery operators should wear respirators when handling material at the disposal site and shall be properly trained.

**Disposal Site:** The disposal site chosen for friable materials shall be permitted to receive this type of waste. Non-friable materials may be disposed as non-hazardous construction waste at a disposal site permitted to receive the waste. The Contractor shall notify the receiving non-hazardous waste landfill of the type and nature of the asbestos debris to be disposed.

#### 4.8 General Procedures

The Contractor shall implement procedures that comply with or exceed Federal, State, and local regulations. The procedures, while not specifically described here, shall be protective of employees, site occupants, other contractors, and site improvements and equipment.

Coordinate all electrical and water service connections with the Owner. The Contractor shall coordinate with the Owner with respect to site security and emergency shut off of water..

Setup, abatement, disposal, and demobilization shall be performed so that ACM are not disturbed unless they are in the process of being abated. Setup procedures may require the use of respirators, personal protective equipment, HEPA air purifying negative pressure fans, critical barriers, and decontamination facilities.

The use of drugs, alcohol, or prescription medication that may impair judgment or otherwise compromise the safety of workers or any persons on the site is strictly prohibited. Smoking is not allowed in the job site.

## 5.0 SCOPE OF WORK & MATERIALS ESTIMATE

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An asbestos survey has not been performed at the subject site. At the request of the NDEP, all TSI and AC materials observed on the subject site are assumed to be ACM. The scope of work is to remove concentrated areas of TSI and AC material on the ground surface of the site. **The Project Specification does not relieve the Contractor(s) of responsibility for site investigation and their own determinations required for bid submittal. In addition, the Contractor is required to quantify all ACM to be removed from the site.**

### 5.1 Materials Estimate

The contractor will perform a materials estimate prior to initiation of abatement activities.

### 5.2 Special Instructions and Requirements

**Applicable Regulations:** The Contractor is responsible for proper performance under all applicable Federal, State, and local regulations for the removal and disposal of asbestos at this facility. The most stringent requirements will govern.

**Execution:** In addition to the work procedures in the Project Specification for Asbestos Abatement, the following shall apply:

1. No unauthorized persons are allowed on the site. The Contractor is responsible for security of their removal areas and equipment during the project.
2. The Contractor will make all necessary notifications to the appropriate regulatory agencies of the abatement project and pay the appropriate fees for permits.
3. The Contractor is required to provide personnel and area air monitoring per OSHA regulations. The air monitoring outlined in Section 4.6 is for owner protection and considered part of surveillance for proper performance and contract compliance.

### 5.3 Kleinfelder Scope of Work

1. Kleinfelder will be the Consultant described in the Project Specification, if authorized by the NDEP.
2. Kleinfelder will record and report on abatement activities on an as-needed basis, and a Kleinfelder subcontractor will conduct post-abatement visual surveys, and perform clearance air sampling, as necessary.

## 6.0 LIMITATIONS

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Kleinfelder has prepared the Specification and conducted our surveys in accordance with generally accepted standards of care practiced by other members of our profession in Nevada at the time the work was completed. The asbestos surveys were limited to the areas sampled in the buildings at the subject site described in this report. Our findings are limited to visible and accessible building materials and the results reported for the time the surveys were completed. Kleinfelder should be notified for additional consultation if the client wishes to reduce uncertainties beyond the level associated with this assessment. Our assessment of the asbestos issues may also change as new data becomes available during additional site investigation.

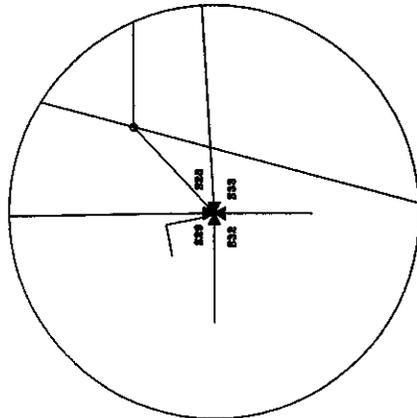
The services presented in this Specification were not intended to identify all potential concerns or eliminate all risk associated with the subject property. Even the most rigorous of professional studies may fail to identify all conditions or contaminants.

Unauthorized use or copying of this document is strictly prohibited. Kleinfelder authorizes the use of this document by the client, their attorney, bidding contractors, and appropriate regulatory agencies. Non-compliance with any of these requirements by the client or anyone else will release Kleinfelder from any liability resulting from the use of this report by any unauthorized party.

No warranty, expressed or implied, is made.

**TOTAL AREA SURVEYED  
185.25 ACRES**

LINE TABLE



**DETAIL  
(NOT TO SCALE)**

<p>RECORD OF SURVEY FOR <b>MINERAL COUNTY</b> OF A PORTION OF SECTIONS 24, 32 AND 33 IN SECTION 26 TOWNSHIP 6 NORTH RANGE 30 EAST MOUNT DIABLO MERIDIAN MINERAL COUNTY, NEVADA</p>	
<p><i>Dwight J. Strawn, Inc.</i> A PROFESSIONAL SURVEYING SURVEYING &amp; MAPPING COMPANY, INC. (706) 462-5811</p>	<p>C. STRAWN, JR.</p>

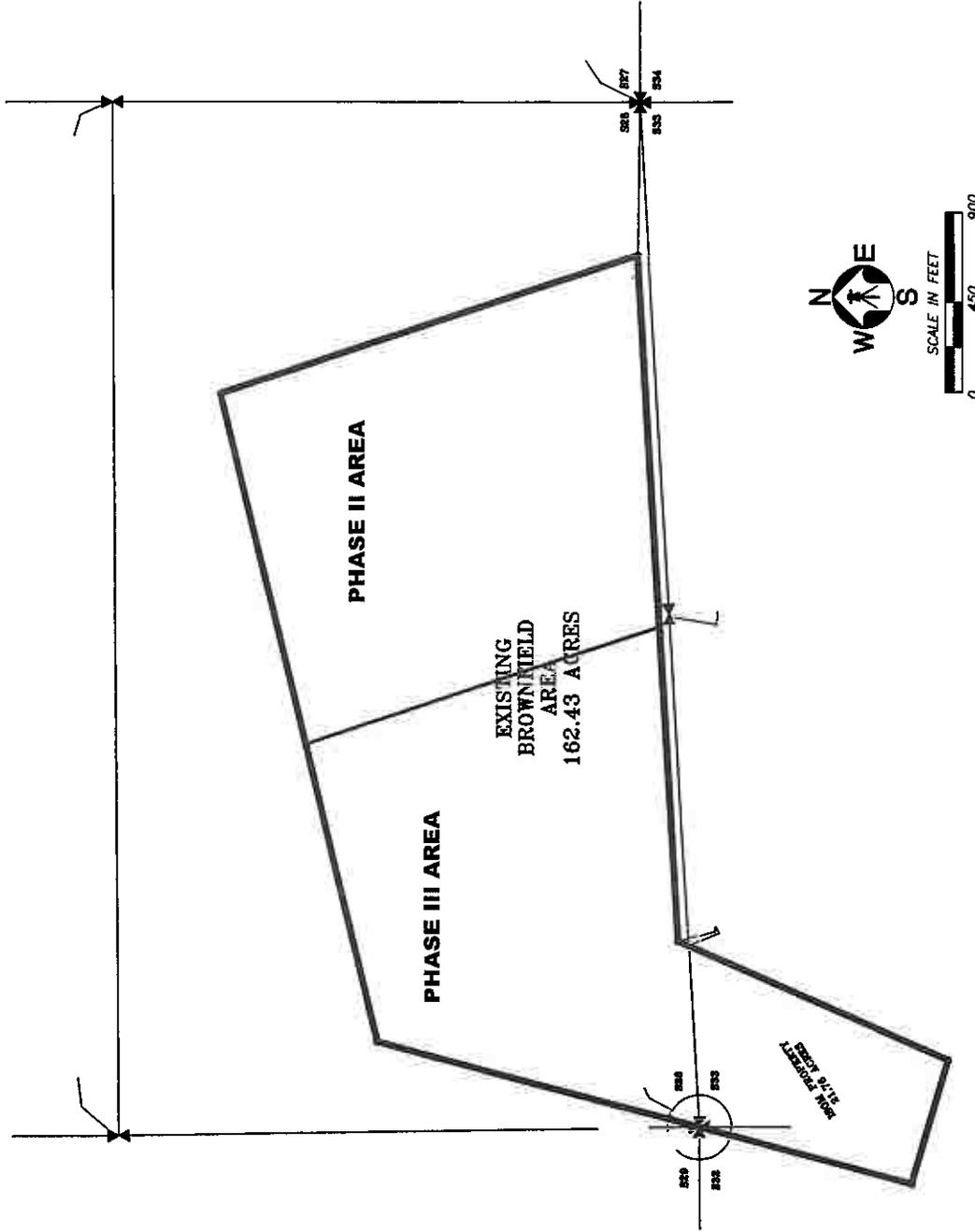


PLATE  
**2**

**SITE PLAN**  
FORMER HAWTHORNE LANDFILL  
MINERAL COUNTY, NEVADA

**KLEINFELDER**  
4875 LONGLEY LANE, SUITE 100  
RENO, NEVADA 89502  
Tel. (775) 689-7800

PROJECT NO. 30-YP5-P80  
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# **APPENDIX A**

## **Definitions**

## *Definitions*

**Abatement:** Controls and procedures used to lessen fiber release from ACM which include encapsulation, enclosure and removal, but especially removal.

**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 Substances Control Act (TSCA). Also refer to 40 CFR Part 763, Asbestos Model Accreditation Plan (Federal Register, Thurs., February 3, 1994) text dealing with training requirements and possession of valid accreditation.

**Action Level:** An airborne concentration of asbestos of 0.1 f/cc of air calculated as an 8-hour Time Weighted Average (TWA). Above this level, employers must initiate certain compliance activities such as employee training and medical surveillance. See also Permissible Exposure Limit.

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

**Air Cell:** Insulation normally used on pipes and duct work that is comprised of corrugated cardboard which is frequently comprised of asbestos combined with cellulose or refractory binders.

**Air Monitoring:** The process of measuring the airborne asbestos fiber content of a specific volume of air in a stated period of time.

**Air Sampling Professional:** Professional employed to provide technical advice and information and to conduct personal and area air monitoring or analysis schemes. Supervision of air sampling shall be conducted by the Competent Person, Certified Industrial Hygienist (CIH), or personnel under the direct supervision of the CIH, with specialized experience in asbestos control. All personal and air sampling results shall be evaluated by the CIH.

**Airlock:** A system for ingress or egress without permitting air movement between a contaminated area and an uncontaminated area, consisting of two curtained doorways at least 6-feet apart.

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

**Area Air Monitoring:** Air monitoring of asbestos fiber concentrations outside the regulated area. Area air monitoring will be conducted on each shift by the Contractor. Consultant will conduct baseline air sampling and clearance air sampling.

**Asbestos:** The asbestiform varieties of serpentinite (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 Building Material (ACBM):** Surfacing ACBM, thermal system insulation ACBM, or miscellaneous ACBM that is found in or on interior structural members or other parts of a building that contains more than 1% by area (40 CFR Part 763).

**Asbestos-Containing Material (ACM):** Any material containing more than 1% by area of asbestos of any type or mixture of types. The State of Nevada and Federal OSHA defines "Asbestos Material" as any material containing at least one percent (1%) asbestos as determined by polarized light microscopy using the Interim Method of the Determination of Asbestos in Bulk Insulation Samples contained in Appendix A of Subpart F in 40 CFR Part 763.

**Asbestos-Containing Waste Material:** Any material which is or is suspected of being or any material contaminated with an asbestos-containing material which is to be removed from a work area for disposal.

**Asbestos Debris:** Pieces of ACM that can be identified by color, texture, or composition, or means dust, if the dust is determined by an accredited inspector to be ACM. This also includes non-asbestos objects contaminated by damaged ACM prior to abatement and objects contaminated during abatement.

**Asbestos Fibers:** For this specification, asbestos fibers are those fibers having an aspect ratio (length to width) of 3: 1 and 5 microns or longer (Phase Contrast Microscopy (PCM methodology). For Yamate Level II Transmission Electron Microscopy (TEM) methodology a fiber refers to a structure as all fiber lengths and an aspect ratio of 5:1 or greater.

**Authorized Visitor:** The Owner, the Abatement Consultant, testing lab personnel, the Architect/Engineer, emergency personnel or a representative of any federal, state, and local regulatory or other agency having authority over the project.

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

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

**Consultant:** The Consultant is assigned to record and report on the progress of the asbestos abatement project. The Consultant, as the Owner's representative, is retained to conduct site visits, pre- and post-abatement visual surveys, and baseline and clearance air monitoring. The Consultant is also responsible for preparing addenda for change orders and reviewing change order requests by the Contractor.

**Certified Industrial Hygienist (CIH):** An industrial hygienist certified in Comprehensive Practice by the American Board of Industrial Hygiene or in specific aspects covering asbestos removal with experience in asbestos management.

**Class I Asbestos Work:** Activities involving the removal of TSI and surfacing ACM.

**Class II Asbestos Work:** Activities involving the removal of ACM which is not TSI or surfacing material. This includes, but is not limited to, the removal of asbestos-containing wallboard, floor tile and sheeting, roofing and siding shingles, and construction mastics.

**Class III Asbestos Work:** Repair and maintenance operations, where ACM, including TSI and surfacing ACM, may be disturbed.

**Class IV Asbestos Work:** Maintenance and custodial activities during which employees contact but do not disturb ACM and activities to clean up dust, waste, and debris resulting from Class I, II, and III activities.

**Clean Room:** An uncontaminated area or room which is part of the worker decontamination enclosure system, with storage for workers street clothes and uncontaminated protective equipment.

**Closely Resemble:** the major workplace conditions which have contributed to the levels of historic asbestos exposure, are no more protective than conditions of the current workplace.

**Competent Person:** One who is capable of identifying existing asbestos hazards in the workplace and selecting the appropriate control strategy for asbestos exposure, as defined by OSHA, and who has the authority to take prompt corrective measures to eliminate them (as specified in 29 CFR 1926.32 (F)). Additionally, for Class I and Class II work who is specially trained in a training course which meets the criteria of EPA's Model Accreditation Plan (40 CFR Part 763) for supervisor, or its equivalent and, for Class III and Class IV work, who is trained in a manner consistent with EPA requirements for training of local education agency maintenance and custodial staff set forth at [40 CFR 793192 (a)(2)].

**Curtained Doorway:** A device to allow ingress or egress from one room to another while permitting minimal air movement between the rooms, constructed by placing two overlapping sheets of poly over an existing or temporarily framed doorway, securing each along the top of the doorway, securing the vertical edge of one along one vertical side of the doorway, and securing the vertical edge of the other sheet along the opposite vertical side of the doorway.

**Critical Barrier:** One or more layers of poly sealed over all openings into a work area or any other similarly placed physical barrier sufficient to prevent airborne asbestos in a work area from migrating to an adjacent area.

**Decontamination Area:** An enclosed area adjacent and connected to the regulated area and consisting of an equipment room, shower area, and clean room, which is used for the decontamination of workers, materials, and equipment that are contaminated with asbestos.

**Demolition:** The wrecking or taking out of any building component, system, finish, or assembly of a facility and any related razing, removing, or stripping of asbestos products.

**Disposal Bag:** A properly labeled 6-mil thick leak-tight poly bags used for transporting asbestos waste from the work area to the disposal site.

**Disposal:** Procedures necessary to transport and deposit the asbestos contaminated material stripped and removed from the building, piping, and equipment in an approved waste disposal site in compliance with the EPA regulations.

**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.

**Encapsulation:** Procedures necessary to coat all ACM with an encapsulant to control the possible release of asbestos fibers into the ambient air.

**Enclosure:** The construction of an air-tight, impermeable, permanent barrier around asbestos-containing materials to control the release of asbestos fibers into the air. The purpose is to protect employees and others outside the regulated area. Also, with proper engineering controls and planning to minimize the possible exposure to asbestos by workers inside the barrier (29 CFR 1926.1101, Appendix F).

**Equipment Room:** A contaminated area or "dirty" room which is part of the worker decontamination enclosure system, with storage for contaminated clothing and equipment.

**Exhaust Air Filtration System:** A HEPA filtered portable ventilation system designed to exhaust and clean particulate from the enclosure before releasing it to the outside. A sufficient amount of air is exhausted to create a pressure of 0.02 inches of water within the enclosure with respect to the area outside the enclosure (preferably, outside the building). This ventilation system is operated 24 hours per day or until final clean-up is completed and clearance inspection and acceptable air monitoring results are received from the laboratory (29 CFR 1926.1101).

**Filter:** A media component used in respirators to remove solid or liquid particles from the inspired air.

**Friable Asbestos-containing Material:** A building material that can be crumbled, pulverized, or reduced to powder by hand pressure when dry.

**Glovebag System:** A portable asbestos abatement system designed for isolation of small groups of pipe and fittings, etc., requiring asbestos removal. The bags are single use, transparent polyethylene poly with arms and protective gloves. The bags come with OSHA- and EPA-prescribed warning labels for bags used to dispose of asbestos.

**Glovebag:** An impervious poly bag-like enclosure no greater than 60x60 inches in size, typically constructed of 6-mil transparent polyethylene or polyvinylchloride poly with inward projecting longsleeve gloves, which are designed to enclose an object from which an asbestos-containing material is to be removed.

**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.

**HEPA Filter:** A High Efficiency Particulate Air (HEPA) filter capable of trapping and retaining 99.97 percent of mono-dispersed particles greater than 0.3 microns in diameter.

**Homogeneous Area:** An area of surfacing material or TSI that is uniform in color and texture.

**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.

**Most Contaminated Worker (MCW):** The employee assigned the breathing zone air sample representing the highest daily exposure in each work area (8 hour Time Weighted Average, TWA).

**Negative Initial Exposure Assessment:** A demonstration by the Contractor, which complies with the criteria in 29 CFR 1926-1101 (f)(2)(iii), that employee exposure during an operation is expected to be consistently below the PEL.

**Negative Pressure Ventilation System:** A pressure differential and ventilation system.

**Non-friable Asbestos Material:** Where a binder is still encapsulating the asbestos fibers and the material is not friable.

**Category I Non-friable ACM:** Asbestos-containing packing, gaskets, resilient floor coverings, and asphalt roofing products.

**Category II Non-friable ACM:** ACM, excluding Category I non-friable ACM, that, when dry and in its present form, cannot be crumbled, pulverized, or reduced to powder by hand pressure. Examples include AC board, pipe and asbestos cement products, plaster, stucco, paint, and mastics.

**Permissible Exposure Limit (PEL):** The airborne concentration of asbestos (0.1 f/cc) at which the employer shall ensure that no employee is exposed. Where the PEL is exceeded the employer shall establish and implement a written program to reduce employee exposure to or below the limit by (1) engineering and work practice controls, and (2) use of required proper respiratory protection. No employee shall be exposed at any time to airborne concentrations of asbestos in excess of 1.0 f/cc during any 30-minute period, which is the excursion limit.

**Personal Monitoring:** Air monitoring for asbestos fiber concentrations within the breathing zone (within 12 inches of the mouth) of an employee.

**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 Area:** An area established by the Contractor to demarcate areas where Class I, II, and III asbestos work is conducted, and any adjoining area where debris and waste from such asbestos work accumulate; and a work area within which airborne concentrations of asbestos, exceed or there is a reasonable possibility they may exceed the PEL. Requirements for regulated areas are set out in 29 CFR 1926.1101 (e).

**Removal:** The taking out or stripping of asbestos.

**Repair:** Returning damaged ACM to an undamaged condition or to an intact state so as to prevent fiber release.

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

**Shower Room:** A room between the clean room and the equipment room in the worker decontamination enclosure system, with hot and cold or warm running water and arranged for complete showering during decontamination. The shower room may comprise an airlock between contaminated and clean areas.

**Surfacing Material:** Material that is sprayed, troweled-on, or otherwise applied to surfaces (such as acoustical plaster on ceilings and fireproofing materials on structural members, or other materials on surfaces for acoustical, fireproofing, and other purposes).

**Surfacing ACM** is surfacing material that contains more than 1% asbestos.

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

**Tack Coat:** A coat of penetrating encapsulant applied to all surfaces from which ACM has been removed.

**Thermal System Insulation (TSI):** ACM applied to pipes, fittings, boilers, breaching, tanks, ducts or other structural components to prevent heat loss or gain.

**Time Weighted Average (TWA):** One or more samples representing full shift exposure for an employee in each work area. Samples should be averaged over not less than six hours of an 8-hour work day.

**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.

**Wet Cleaning:** The process of eliminating asbestos contamination from building surfaces and objects by using cloths, 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.

**Wetting Agents:** Amended water (surfactant) is used for all asbestos removal and disposal activities. Airless sprayers are used to apply amended water during removal procedures. Elimination of asbestos from building or equipment surfaces is by wetted cloths, mops, and other cleaning tools.

**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.

**Work Hygiene Facilities:** A decontamination system for workers, equipment, and clothing. It consists of a clean room, shower room, and decontamination room and is normally contiguous with an enclosure.

**Wrap and Cut:** Removal of TSI by first double wrapping insulated pipe section with 6-mil poly sheeting and sealing both ends. The pipe section can then be cut at either end and then removed. The wrapped waste must be properly labeled.

# **APPENDIX B**

## **Supplemental Technical Specifications**

SUPPLEMENTAL TECHNICAL SPECIFICATIONS  
AND  
SITE SPECIFIC CONDITIONS  
FOR  
LIMITED ASBESTOS ABATEMENT  
SPECIFICALLY INTENDED AS AN ACM SOURCE  
REDUCTION PROJECT AND LIMITED TO IDENTIFIABLE  
EXPOSED ASBESTOS CEMENT TILES, DEBRIS AND TSI IN  
DESIGNATED PILES ON THE SURFACE OF THE GROUND  
AT THE  
HAWTHORNE FORMER DUMP,  
HAWTHORNE, NEVADA

Prepared by: Mr. Andrew D. Sato

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Project Manager

September 27, 2005

**The following Supplemental Technical Specifications and site specific requirements apply to the Asbestos Abatement Contractor for the Limited Asbestos Abatement of identified piles of Asbestos Containing Material (ACM) on the surface of the ground at the former dump site. The designated piles will be abated from the surface of the ground and only at the designated locations where piles or gross ACM are identified. The abatement is only intended as an ACM source reduction project. Abatement of the piles of ACM is to reduce the potential for airborne asbestos contamination as additional deterioration of ACM on the surface of the ground occurs due to degradation by vehicle traffic, weather, ultra violet light and wind erosion. The requirements included in this document are supplemental and not intended to diminish any requirements of the Asbestos Abatement Specifications provided by Kleinfelder, Inc. The scope of work included in the project is to abate piles of ACM in the forms of Asbestos Cement (AC) shingles & debris, corrugated AC scraps and Thermal System Insulation (TSI) in specific piles which are on the surface of the ground. There is ACM debris on the surface of the ground at the Former Dump site and some adjacent properties which is not included in the scope of this project because this project is specifically intended to abate the concentrated piles of ACM on the surface.**

**1. Scope of Work for the Former Dump**

The Abatement Contractor shall pick up and bag all visible ACM, ACM debris and visibly contaminated soil in identified piles from the surface of the ground to a perimeter of approximately 10 feet from the boundary of each of the piles.

The Abatement Contractor shall remove the designated ACM as listed in the following table. The quantities in the table are defined by the number of piles as estimated by the owner's representative. The quantity will be verified during the Pre-Bid Job-Walk if feasible. Once all Abatement Contractors present are in agreement regarding the quantities, the table can be verified or changed while on-site.

SCOPE OF ASBESTOS SOURCE REDUCTION WORK AT THE HAWTHORNE FORMER DUMP			
ASBESTOS-CONTAINING MATERIAL TO BE REMOVED	ESTIMATED QUANTITY	UNIT PRICE	ITEM TOTAL
Identified Piles of Asbestos Cement (AC) (Transite) Siding Shingles, Corrugated AC Scraps and TSI on ground surface.	Quantity: 10 ea.	\$_____ea.	\$_____

## **2. Sanitary Facility**

The Abatement Contractor shall place portable sanitary toilet facilities at the project site for the contractor's personnel and for the owner's representatives.

## **3. Access/Security**

- A. At all times during the abatement project, the Abatement Contractor shall provide adequate security measures to prevent any unauthorized entry into the abatement work areas. During abatement work shifts, the entrance to work areas shall never be left unattended. At all times when abatement work is not being performed, the Abatement Contractor shall ensure that all gates to the Former Dump site remain locked.
- B. The Abatement Contractor shall also provide/install a sufficient number of chains, locks, or other applicable measures to secure the waste storage and/or dump containers.

## **4. Schedule**

All abatement work must be performed according to a Schedule to be submitted by the Abatement Contractor with their bid proposal. The Abatement Contractor shall perform the work according to the schedule (for both daily shift times and total days allowed) set by Kleinfelder.

## **5. Work Area Isolation and Limited Asbestos Abatement**

- A. The Abatement Contractor shall isolate each of the abatement work areas where a pile of ACM has been located from other areas of the Former Dump Site with barriers of barricades or temporary posts and Asbestos Barrier tape.
- B. The Abatement Contractor shall install and maintain a worker decontamination station at the entrance to the regulated areas prior to the start of this work.
- C. The worker decontamination station shall have wet cloths, water buckets or bottles for cleaning of tools and washing off of abatement personnel exiting the work area.
- D. After each area where a pile has been identified has been demarcated with asbestos barrier tape, abatement personnel will don respirators and Tyvek, Or Approved Equal (OAE) disposable suits to perform removal of the gross ACM piles and debris.
- E. The Abatement Contractor shall pick up and bag, all visible suspect and known ACM debris from the ground at each identified pile to approximately 10 feet from the source pile.
- F. The intact AC shall be double bagged or double wrapped in 6mil. polyethylene sheeting for disposal as Non-Friable asbestos containing waste.
- G. The AC debris and visibly contaminated soil shall be double bagged or double wrapped in 6mil. polyethylene sheeting for disposal as Friable asbestos containing waste.

- H. TSI identified shall be double wrapped in 6mil. polyethylene sheeting for disposal as Friable asbestos containing waste.
- I. During removal of ACM piles the contractor shall utilize hand methods or heavy equipment to pick up and dispose of the ACM waste.
- J. If heavy equipment is used for handling of the ACM, it must all be treated as Friable regarding handling and disposal.
- K. All abatement personnel including equipment operators entering the regulated areas must be in appropriate Personal Protective Equipment including Suits and Respirators.
- L. All work tasks including equipment operation during the abatement require personnel exposure monitoring for asbestos.

#### **6. Verification of Site Conditions**

The Abatement Contractor shall verify the ACM quantities for materials listed in the preceding table prior to bid submission. The Abatement Contractor shall also verify physical site conditions, access to water, electricity, and any other site conditions that could affect the abatement work.

#### **7. Storage Trailer**

The Abatement Contractor may place a lockable storage trailer at the site for the contractor's materials and equipment used for the abatement work. The Abatement Contractor shall be responsible for the security of the storage trailer (and for all the contents of the trailer) for the duration of the abatement project. All abatement associated storage trailers and/or dumpsters shall be placed in a location that is acceptable to the Owner and does not interfere with day-to-day operations of the Owner.

#### **8. Water**

Water shall be supplied by the Owner up to the capacity of a water truck or a fire hydrant adjacent to the Former Dump site.

#### **9. Bulletin Board**

The Abatement Contractor shall place the project bulletin board near the worker decontamination station. Items required to be posted on this board include copies of notifications, all Material Safety Data Sheets (MSDS) for materials used on the project, emergency phone numbers (hospital, fire department, police, and the Abatement Contractor's personnel), proof of the Abatement Contractor's license, proof of the required insurance, and any other postings required by OSHA or SIIS (for worker's compensation).

## **10. Safety Compliance**

The Abatement Contractor shall comply with all Health and Safety Plan requirements. A fire extinguisher shall be placed in each work area. The Abatement Contractor shall also hold bi-weekly safety meetings for all site workers.

## **11. Protective Clothing**

All abatement personnel must wear full-body Tyvek, Or Approved Equal (OAE) protective suits with head and foot coverings, hard hats and eye protection if necessary to perform all the abatement work tasks.

## **12. Respiratory Protection**

Appropriate respirators equipped with High Efficiency Particulate Air (HEPA)-filter cartridges shall be used for ACM removal. All abatement personnel must wear half-face, Negative Pressure or full face Powered Air Purifying Respirators with HEPA filters in work areas starting when removal of ACM begins or whenever inside the regulated areas.

## **13. Decontamination Procedures**

All abatement personnel are required to practice proper decontamination procedures.

## **14. Warning Signage**

The Abatement Contractor shall post asbestos warning signs at all entrances and/or approaches to the work areas prior to the start of removal activities in each work area.

## **15. Determination of Friability**

The on-site Abatement Supervisor and a representative of Sato Environmental Consultants, Inc will make the determination of friable versus non-friable condition of materials being abated whether the materials are presently friable or rendered friable during abatement.

## **16. Detail Cleaning**

All traces of debris and residue must be removed from all surfaces on the ground in the designated work areas.

## **17. Waste Segregation**

All the waste generated by the abatement activities must be separated into the following categories for proper labeling and containerization.

- A. Friable Asbestos-Containing Material.
- B. Non-friable Asbestos-Containing Material.

## **18. Waste Containerization**

- A. Asbestos-Containing Materials: The Abatement Contractor shall place friable asbestos-containing material waste in double layer 6-mil disposal bags.
- B. Asbestos-containing non-friable waste also must be double bagged or wrapped.

### **19. Waste Labeling/Disposal**

The Abatement Contractor is responsible for the labeling and disposal of all the following materials.

- A. Friable Asbestos-Containing Material: Each piece of bagged or wrapped friable waste must be marked with an OSHA asbestos danger label and a appropriate DOT labels.
- B. Non-friable Asbestos-Containing Material: Each piece of bagged or wrapped non-friable waste must be marked with an OSHA Asbestos Danger Label.
- C. All pieces of bagged or wrapped ACM waste must be labeled with the generator name and the site location (Mineral County, Hawthorne Former Dump, and pertinent address).

### **20. Dump Containers**

All containers of waste must be stored in dump containers for each the appropriate type of waste. All the waste transport containers must be lined with 6-mil polyethylene sheeting and must remain locked at all times except during waste loading when waste is being loaded into the containers. If the contractor opts to use heavy equipment for loading and burrito wrapping for containing the waste, the dumpster must be double lined with a minimum of 6 mil. poly and one water hose stream must be applied to the equipment bucket while loading and two water hose streams must be applied to the equipment bucket while dumping into the dumpster. Sufficient wetting of the ACM waste using water hoses must be applied to prevent visible emissions.

### **21. Perimeter Air Sampling**

Airborne fiber levels outside the work areas shall be monitored by the Abatement Contractor during abatement work. The area monitoring shall be performed approximately 50 feet downwind from the regulated area. If elevated fiber levels are measured, the Abatement Contractor must stop activities in a work area and change work practices until perimeter sampling shows that fiber levels are no longer elevated.

### **22. Encapsulation**

The ground where asbestos-containing materials have been removed shall be sprayed with an encapsulant after visual inspection has passed.

# **APPENDIX C**

## **Subcontractor Agreement**

## SUBCONTRACTOR AGREEMENT

This Subcontractor Agreement ("Agreement") is entered into between KLEINFELDER, INC. ("Consultant") and ("Subcontractor").

**Kleinfelder, Inc.**  
4875 Longley Lane, Suite 100  
Reno, Nevada 89502

Consultant engages Subcontractor to provide the labor materials, equipment, and services described below (the "**Work**") in connection with the following project ("**Project**").

**DESCRIPTION OF WORK.** The work to be performed by Subcontractor shall consist of the following:

**PAYMENT FOR WORK.** Consultant shall pay Subcontractor for the work as follows:

Based on Consultant's work requisitions on a time and materials basis according to Subcontractor's Fee Schedule, attached as Exhibit of this Agreement, or on a bid basis as requested.

**SUBCONTRACTOR SHALL INVOICE CONSULTANT PERIODICALLY FOR THE WORK PERFORMED UNDER THIS AGREEMENT. CONSULTANT SHALL PAY SUCH INVOICES 60 DAYS AFTER IT RECEIVES PAYMENT FROM CLIENT FOR SERVICES. SUBCONTRACTOR AGREES TO RENDER ITS INVOICES AS SOON AS PRACTICAL AFTER THE WORK, AND CONSULTANT AGREES TO PROMPTLY AND DILIGENTLY SEEK PAYMENT FROM CLIENT.**

**COMPLETION DATE.** Subcontractor shall complete the Work on a schedule to be arranged per each project or per each bid.

**GENERAL CONDITIONS AND ADDENDA.** NOTE: THE GENERAL CONDITIONS ON THE REVERSE SIDE OF THIS PROFESSIONAL SERVICES AGREEMENT CONTAIN IMPORTANT PROVISIONS AFFECTING THE LEGAL RIGHTS AND OBLIGATIONS OF THE PARTIES. Subcontractor and Consultant have each read, understand and agree to the General Conditions and any Addenda attached to this Agreement, and agree that the General Conditions and Addenda are incorporated into this Agreement by reference.

Subcontractor may not assign the Work to any third party without the prior written consent of the Consultant.

This Agreement is entered into at Reno and is made effective (Current Date).

CONSULTANT  
KLEINFELDER, INC.

SUBCONTRACTOR

By: \_\_\_\_\_  
Al Stille, P.E.

Title: Regional Manager

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

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

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

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

## GENERAL CONDITIONS (SUBCONTRACT)



1. Consultant may require Subcontractor to enter into agreements with sub-subcontractors performing portions of the Work of this Agreement, to the extent of the Work to be performed by the sub-subcontractor, which Agreements shall include all obligations and responsibilities which Subcontractor has assumed by this agreement.
2. The Subcontractor agrees that any and all limitations of the Consultant's liability and indemnifications by the Subcontractor to the Consultant shall include and extend to those individuals and entities the Consultant retains for performance of the services under this Agreement, including but not limited to the Consultant's officers, partners and employees and their heirs and assigns, as well as the Consultant's subconsultants and their officers, employees, heirs and assigns.
3. Subcontractor shall cooperate with Consultant to schedule and perform the Work to avoid conflicts or interference with the Project schedule. Consultant may offset from payments owed to Subcontractor for any costs incurred by Consultant as a result of delay caused by Subcontractor. Consultant's equipment will be available to Subcontractor only at Consultant's discretion and on mutually satisfactory terms.
4. Subcontractor shall furnish to Consultant periodic progress reports on the Work as may be requested by Consultant, including information on the status of materials and equipment. Subcontractor shall pay for all materials and equipment and labor used in connection with the performance of this Agreement.
5. Subcontractor shall give notices and comply with all laws, ordinances, rules, regulations and orders in connection with the performance of the Work. Subcontractor shall also secure and pay for permits, fees, licenses and inspections necessary for completion of the Work. Subcontractor warrants that it is duly licensed to perform the Work under this Agreement.
6. Subcontractor shall take reasonable safety precautions with respect to the performance of this Agreement, and shall be responsible for the safety of its own employees and subcontractors, if any. Subcontractor shall notify Underground Service Area (USA) of each intended excavation or drilling location. If reasonable precautions would be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including hazardous materials, encountered on the site by Subcontractor, Subcontractor shall, upon recognizing the condition, immediately stop work in the affected area and report the condition to Consultant. The Contractor is responsible for notifying the underground service locator service for each intended excavation or drilling location. Failure to provide proof of notification will result in backcharges to the Subcontractor for mobilization costs.
7. Subcontractor shall keep the premises and surrounding area free from accumulation of waste or rubbish caused by Subcontractor's Work. Consultant may charge Subcontractor for Subcontractor's appropriate share of cleanup costs if Subcontractor fails to clean up.
8. If the Subcontractor asserts a claim which involves, in whole or in part, acts or omissions which are the responsibility of the Owner or another party, including but not limited to claims for failure to pay, an extension of time, delay damages, or extra work, Consultant will present the Subcontractor's claim to the Owner or other responsible party. The Subcontractor shall cooperate fully with the Consultant in all steps taken in connection with prosecuting such a claim and shall hold harmless and reimburse the Consultant for all expense, including legal expense, incurred by Consultant which arise out of Contractor's submission of Subcontractor's claim to owner or other responsible party. Subcontractor shall be bound by any adjudication or award in any action or proceeding resolving such a claim.
9. If any dispute shall arise between Consultant and Subcontractor regarding performance of the work, or any alleged change in the work, Subcontractor shall timely perform the disputed work and shall give written notice of a claim for additional compensation for the work prior to commencement of the disputed work. Subcontractor's failure to give written notice prior to commencement constitutes an agreement by Subcontractor that it will receive no extra compensation for the disputed work.
10. The Subcontractor agrees, to the fullest extent permitted by law, to indemnify and hold Consultant harmless against all claims, damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from their own failure to perform under this Agreement, negligent acts in the performance of their services under this Agreement or other fault.
11. All disputes between Subcontractor and Consultant shall first be subject to non-binding mediation. Either party may demand mediation by serving a written notice stating the essential nature of the dispute and demanding that the mediation proceed within sixty (60) days of service of notice. The mediation shall be administered by the American Arbitration Association or by such other person or organization as the parties may agree upon. No action or suit may be commenced unless the mediation does not occur within ninety (90) days after service of notice, the mediation occurred but did not resolve the dispute, or a statute of limitation would elapse if suit was not filed prior to ninety (90) days after service of notice.
12. Subcontractor shall, at its expense, procure and maintain insurance on all of its operations, with carriers acceptable to Consultant, and in amounts and for durations acceptable to Consultant and as required by the prime contract, including the following coverages: (a) Workers' Compensation and Employer's Liability insurance as statutorily required; (b) Comprehensive General Liability or Commercial General Liability insurance covering all operations with minimum limit of 2 million dollars single limit; and (c) Automobile Liability insurance, including coverage for all owned, hired and non-owned automobiles with minimum limit of 2 million dollars single limit. Subcontractor shall name Consultant as an additional insured under the General Liability Policy. Subcontractor shall provide certificates of insurance to Consultant. The certificates of insurance shall provide that there will be no cancellation nor reduction of coverage without thirty (30) days prior written notice to Consultant. The failure of Consultant to enforce in a timely manner any of the provisions of this Section 12 shall not act as a waiver to enforcement of any of these provisions at a later date in the performance of this Agreement.
13. Subcontractor warrants to the owner of the Project, the general contractor, and to Consultant that the materials and equipment furnished under this Agreement will be of good quality and new, unless otherwise permitted by the construction documents, that Subcontractor's Work will be free from defects not inherent in the quality permitted, and that the Work will conform to the construction documents. If Subcontractor's Work is nonconforming, Consultant may, at its option, have the work redone to its satisfaction by Subcontractor, or may hire a different subcontractor to complete the Work, the cost of which shall be deducted from Subcontractor's fees. This warranty shall be in addition to any other warranty or remedy required or allowed by law or the construction documents.
14. Consultant may, without cause, order the Subcontractor in writing to immediately suspend, delay or interrupt or terminate the work of this Agreement in whole or in part for such period of time as the Consultant may determine. In such event, Subcontractor shall be entitled to an equitable adjustment of the time and sum for the Work.
15. Except for actions, such as for enforcement of mechanic's liens, which are required by statute to be brought in a specific venue, in the event that litigation is instituted under the terms of this Agreement, the same is to be brought and tried in the judicial jurisdiction of the court of the county in which this Agreement is executed. Subcontractor waives the right to have the suit brought, or tried in, or removed to, any other country or judicial jurisdiction.
16. This Agreement, including attachments incorporated herein by reference, represents the entire agreement and understanding between the parties. The relationship between the parties is limited to the performance of services as set forth herein and does not constitute a joint venture, partnership or employee-employer relationship. Any modifications to this Agreement shall be in writing and signed by authorized representatives of the parties. The terms of this Agreement shall prevail over any different or additional terms contained in other communications or in the standard commercial terms generally offered by Subcontractor. One or more waivers of any term, condition or covenant by either party shall not be construed as a waiver of any other term, condition or covenant.
17. The laws of the State of where the Agreement is entered into shall govern this Agreement. If any term of this Agreement is deemed unenforceable, the remainder of the Agreement shall stay in full force and effect. If services of an attorney are required by any party to secure performance under this Agreement, the prevailing party shall be entitled to reasonable attorney's fees and costs.
18. When notification is required, the subcontractor is responsible for notifying Underground Service Alert (USA) for each intended excavation or drilling location. Failure to provide proof of notification will result in back charges to the subcontractor for mobilization costs.