

**CONTRACT DOCUMENTS & SPECIFICATIONS  
FOR**

**DEMOLITION OF 5205 MILL ST., RENO, NEVADA**



**BY  
THE TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY  
9365 GATEWAY, STE A  
RENO, NEVADA**

**(775) 850-7460**

**INDEX**

**Bidding Requirements**

Notice to Contractors ..... N-1

Scope of Work ..... S-1

Instructions to Bidders ..... I-1 to I-2

Bid Bond ..... P-1 to P-2

Bid Proposal Forms..... P-3 to P-8

General Contractor Form ..... P-9

Affidavit of Non-Collusion ..... P-10

**Contracting Requirements**

Agreement Form ..... C-1 to C-3

Labor and Material Payment Bond ..... L-1 to L-2

Performance and Completion Bond..... PB-1 to PB-2

Hazard Communication Form..... H-1

**Division 1 – General Provisions**

General Provisions ..... GP-1

Submittals ..... 01330 - 1

Temporary Facilities and Controls..... 01500 - 1 to 3

Temporary Utilities ..... 01510 - 1 to 3

**Division 2 – Building Demolition** ..... 02221 - 1 to 2

**Division 3 – Hazardous Material Abatement Requirements** ..... HM-1 to HM-6

**Attachments:**

Insurance Specifications for Demolition Projects ..... Exhibit A (1-5)

Area Map and Floor Plan sketch..... Exhibit B (1-2)

Asbestos Abatement Report for 5205 Mill St., Reno, Nevada ..... Appendix A

## NOTICE TO CONTRACTORS

1. Sealed proposals will be received in the Office of the Truckee River Flood Management Authority (TRFMA) at 9635 Gateway Suite A, Reno, Nevada, 89521 until **11:00 a.m.** on Wednesday, **MAY 3, 2017** for the **“DEMOLITION OF 5205 MILL ST., RENO, NEVADA”**. To be acknowledged as received proposals must be stamped by a representative of the Flood Project. Such sealed proposals will be opened publicly at 11:05 a.m. the same day in the Tahoe Conference Room, in the Truckee River Flood Management Project at 9635 Gateway, Suite A, Reno, Nevada. The Board of the TRFMA may consider award of the contract at a subsequently regularly scheduled meeting. **A MANDATORY PRE-BID CONFERENCE AND SITE VISIT FOR 5205 MILL ST., WILL BE CONDUCTED ON FRIDAY, April 28, 2017, AT 1:00 P.M. AT THE PROJECT SITE (5205 MILL ST.)**. (If a representative from the prime contractor cannot attend the mandatory pre-bid meeting then the representative shall set up other arrangements with the TRFMA project manager prior to the pre-bid mandatory meeting.)
2. All proposals shall be made on the blank form of proposal attached to these Specifications and shall be enclosed and sealed in an envelope which is addressed to the Truckee River Flood Management Authority at 9635 Gateway, Suite A, Reno, Nevada, 89521 and marked **“DEMOLITION OF 5205 MILL ST., RENO, NEVADA”**.
3. No proposal will be considered unless accompanied by cashier's check, certified check, or bid bond in an amount equal to five percent (5%) of the bid, made payable to the Truckee River Flood Management Authority as provided for in the General Provisions.
4. Project Contract Documents may be secured via the TRFMA Project Website at <http://truckeeflood.us> by prospective bidders holding a valid Nevada State Contractor's License for the type of work specified herein. All listed subcontractors must also be licensed to do the type of work specified. Construction Documents and plans, for the project will also be available for purchase in complete sets only to Prime contractor and / or Sub-Trade contractor at Rev 3 Imaging, 3515 Airway Drive, Suite 203, Reno, NV 89511 or Sierra Document Management at [www.SDMPlans.com](http://www.SDMPlans.com). Documents can be purchased for the cost of printing. Plans, Drawings, and Specifications will be available for inspection only at Sierra Contractor's Source, 860 Maestro Dr, Suite B, Reno, Nevada, 89511.
5. The work to be performed under this Agreement shall be completed within the time frame as noted in the SCOPE OF WORK. Following receipt of written notifications of contract award, the contractor shall execute and return the Agreement within ten (10) calendar days. The work under the contract shall then be prosecuted diligently upon receipt of the Notice to Proceed from TRFMA.

N-1  
**SCOPE OF WORK**

**DEMOLITION OF 5205 MILL ST., RENO, NEVADA**

The Contractor shall furnish all labor, materials, services, permits, equipment, utility and transportation services required and necessary for the removal, transportation and disposal of all materials. This is a lump sum project and will be paid based upon monthly invoice(s) received as each corresponding bid item(s) is (/are) completed.

The Contractor is solely responsible for preparing all necessary regulatory notifications. TRFMA will provide prospective bidders the opportunity to access the site during the bidding period at the pre-bid meeting. Additional access will be available upon 2 working day request to the TRFMA Project Manager at the TRFMA Project Manager's discretion.

The Contractor shall be responsible for field verifying all conditions and quantities that may affect his work prior to bidding the project.

The general work items include, but are not limited to:

1. Demolition and removal of the entire structure and appurtenances on the property to grade level with no remaining safety issues present once completed (ie. the at grade slabs shall remain with all corresponding protrusions properly cut and patched at grade level as to eliminate any hazards). Please note: the landscape area at the front of the building shall remain with the water line capped just beyond any necessary irrigation.
2. Asbestos Abatement (See attached Asbestos Abatement Appendix for more information)
  - A. Soffit Surfacing (texture)
  - B. Joint Compound
  - C. Sheet Flooring (tile)
  - D. Floor Tile Mastic

No drawing has been developed to specifically show all of the work under this contract. A copy of the Site Map and a plan showing the rough layout of the structure is included at the end of this section for the contractor's use for familiarization with the project. Any additional plans or drawing details required for construction applications or permits shall be developed and provided by the contractor as part of the permitting process.

The proposal shall include the costs of all required permits and requirements of the permits, including but not limited to monitoring services, containment, personnel protection and dust control. Due to the proximity to the Truckee River, application of water will be monitored to prevent discharge to the waters of the State of Nevada or to a drainage way that leads thereto. This specifically includes the Pioneer Ditch which is adjacent to the site and will be shown at the mandatory Pre Bid Meeting.

This project is to be completed in **Ninety (90) calendar days** or less from the date of the Notice To Proceed. This will include a period of 10 calendar days of down time upon completion of Asbestos Abatement and clearance of related materials. The 10 calendar day down time will be dedicated to coordination with TRFMA Project Manager approved Emergency Management Agencies and use of the building for training purposes which may involve minor destructive exercises. Minor destructive exercises will consist of typically non structural breaches in walls or ceilings of a few square feet for fire rescue training or SWAT training. At the request of the contractor and with merited reasoning additional extensions for project completion to accommodate such training exercises may be given at the TRFMA Project Manager's discretion.

Any questions concerning this project should be directed to the TRFMA Project Manager, Eric Scheetz, Truckee River Flood Management Authority, telephone (775) 850-7473 fax: (775) 851-8568. Please note: Requests for information and responses may be documented and distributed to all prospective bidders.

## INSTRUCTIONS TO BIDDERS

Proposals, to be entitled for consideration, must be made in accordance with the following instructions:

1. Proposals shall be made on the form provided in these Specifications, and all applicable blank spaces in the form shall be filled; numbers for item bid shall be stated both in writing and in figures; the signatures of all persons shall be in longhand; and the completed form shall be without interlineation, alteration or erasure. The form shall be enclosed and sealed in an envelope which is to be marked "**DEMOLITION OF 5205 MILL ST., RENO, NEVADA,**" and it shall be addressed to the Truckee River Flood Project, 9635 Gateway, Suite A, Reno, Nevada 89521.
2. Proposals shall not contain any recapitulation of the work to be done. No oral, telegraphic or telephonic proposals or modifications will be considered.
3. Bids will be accepted only on the complete project as outlined in the Scope of Work. No partial bids will be accepted.
4. Bidder shall visit the site and know all requirements of work within these specifications to his/her satisfaction before submitting a bid.
5. Should a bidder find discrepancies in, or omissions from, the drawings or documents, or should he be in doubt as to their meaning, he should at once notify TRFMA, who will send a written instruction to all bidders. TRFMA will not be responsible for any oral instructions.
6. Any written instructions, bulletins or drawings issued to bidders by TRFMA during the course of bidding shall be covered in the proposal, and in closing a contract, they will become a part thereof.
7. The Agreement Form attached hereto will be used in executing a contract for this work.
8. No proposal will be considered unless accompanied by cashier's check, certified check, or bid bond in an amount equal to five percent (5%) of the bid, made payable to the Truckee River Flood Management Authority as provided in the General Conditions.
9. Following receipt of written notification of contract award, the contractor shall execute and return the Agreement within ten (10) calendar days. The Notice to Proceed will be issued by the TRFMA after execution of the contract which may require approval of the agreement by the TRFMA Board of Directors, and confirms the date by which work under the contract must commence.
10. At the option of the Project Manager, at any time in the duration of the project a Labor & Material Payment Bond and a Performance & Completion Bond, each in an amount equal to one hundred percent (100%) of the total contract sum, shall be provided within the working days by the successful contractor in accordance with the forms as shown on Pages L1 through L2 and PB1 through PB2 herein. Said bonds shall be in favor of "The TRFMA Board of Directors".
11. Bidder's attention is directed to the Insurance, Hold Harmless and Indemnification Specifications for Demolition Projects attached as Exhibit "A".
12. **A mandatory pre-bid conference shall be held** at the project site at **5205 MILL ST., Reno, Nevada**. A mandatory tour of the site will be conducted following the meeting. One representative from each Prime Contractor is expected to be in attendance. If a representative of the Prime Contractor cannot attend they must make arrangements with the TRFMA Project Manager beforehand.
13. The TRFMA reserves the right to reject any or all bids and to withhold award for up to thirty (30) days. If there are minor irregularities or informalities in any bid or in the bidding process, the TRFMA reserves the right to waive provisions of the Specifications relating to said minor irregularities or informalities.

14. Contracts for work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices
15. Attorneys-in-fact who sign bid bonds or contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.
16. Award of the bid will be made to the lowest, responsive, and responsible bidder as determined by TRFMA in compliance with the bid documents and criteria provided in NRS 332.065, and which in Owner's sole judgment best meet the TRFMA's needs. In the event that additive alternative bid items are requested by TRFMA, in determining the low bid, the TRFMA reserves the right, within its sole judgment and discretion, to make the award of the base bid alone with options, or of the base bid with options and any combination of additive alternative bid items which represent the lowest overall bid combining the base bid and the alternative bid items selected by TRFMA.
17. Bidder agrees to comply with all of the latest Federal and State Safety Standards and Regulations and certifies that all work required in this bid will conform to and comply with said standards and regulations. Bidder further agrees to indemnify and hold harmless the project TRFMA for all damages against the project TRFMA as a result of Bidder's failure to comply with said standards and / or regulations.
18. Bidders are responsible for checking the Truckee River Flood Project website at <http://truckeeflood.us> for any addendums and updates to the Bid.

**BID BOND**

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, \_\_\_\_\_,  
as Principal, and \_\_\_\_\_

(legal description and address of Surety)

authorized to do business of Surety in the State of Nevada, as Surety, are held and firmly bound unto the Truckee River Flood Management Authority (TRFMA), as Owner, in the sum of \_\_\_\_\_ Dollars (\$\_\_\_\_\_), (which is not less than 5% of the contract price) for the payment of which, well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, and administrators, successors, and assigns.

Signed this \_\_\_\_ day of \_\_\_\_\_, 2017.

The conditions of the above obligation is such that whereas the Principal has submitted to TRFMA, a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the **“DEMOLITION OF 5205 MILL ST., RENO, NEVADA”**.

Now, therefore, if said bid shall be rejected, or in the alternative, if said bid shall be accepted and the Principal shall execute and deliver an agreement in the form of agreement attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his Faithful Performance of said Agreement, and a Bond for the payment of all persons performing labor or furnishing materials in connection therewith, and shall provide and comply with the insurance requirements, 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, and the sum herein specified paid over to the TRFMA, it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the 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 an extension of the time within which the TRFMA may accept such bid; and said Surety does hereby waive notice of such extension.

In Witness whereof, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their officers, the day and year first set forth above.

Principal

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

(Seal)

By

\_\_\_\_\_

Surety

\_\_\_\_\_

(Seal)

By

\_\_\_\_\_

**BID BOND** (continued)

STATE OF NEVADA     )  
                                  ) SS:  
COUNTY OF WASHOE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared before me, a Notary Public,  
\_\_\_\_\_, who acknowledged to me that he/she was the Principal authorized to  
sign the foregoing Bid Bond.

\_\_\_\_\_  
NOTARY PUBLIC

STATE OF NEVADA     )  
                                  ) SS:  
COUNTY OF WASHOE )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2017, personally appeared before me, a Notary Public,  
\_\_\_\_\_, who acknowledged to me that he/she was the Surety authorized to  
sign the foregoing Bid Bond.

\_\_\_\_\_  
NOTARY PUBLIC



**BID FORM - PART 1**

**TO:** The Truckee River Flood Management Authority  
9635 Gateway, Suite A,  
Reno, Nevada 89521

**PROJECT:** DEMOLITION OF 5205 MILL ST., RENO, NEVADA.

\_\_\_\_\_ hereby submits the following lump sum proposal.  
(Name of Bidder)

**BASE BID**

Pursuant to and in compliance with the Advertisement for Bids and the Instruction To Bidders, the undersigned hereby proposes and agrees, if this Bid is accepted, to enter into the Agreement with the Truckee River Flood Management Authority to complete all Work as specified and included in the Contract Documents for the Base Bid amount.

In submitting this Bid, Bidder represents that they have examined the site and locality where the Work is to be performed, the legal requirements (Federal, State, and local laws, ordinances, rules and regulations) and the conditions affecting cost and progress of performance of the Work and has made such independent investigations as Bidder deems necessary. Bidder hereby proposes to furnish all labor, materials, equipment, regulatory notifications and services necessary to complete the Work for the following lump sum price of:

**BASE BID:**

\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_ )

**A Force Account amount has been established to allow rapid response to necessary work which was not known or foreseen at the time of bid, but is necessary, and is determined to be outside the original Scope of Work:**

**FORCE ACCOUNT WORK ..... \$5,000.00**

**TOTAL BID (BASE BID + FORCE ACCOUNT WORK)**

\_\_\_\_\_  
Dollars (\$ \_\_\_\_\_ )

**Chapter One BIDDERS INFORMATION**

The undersigned agrees that the following questions shall be taken into consideration by the Owner in awarding the Contract. Undersigned must initial their answer. If the answer to either question is "Yes", provide written response, including dates and details on a separate attachment. This written response must be submitted with Part 1 of the Bid Form.

- 1. Has the Bidder breached any contracts with a public agency or person in this or any other state? Yes\_\_\_\_\_ No\_\_\_\_\_
- 2. Has the Bidder been disqualified from being awarded a public contract based on breach of a public contract within the last 5 years. Yes\_\_\_\_\_ No\_\_\_\_\_
- 3. How many years of experience has your organization had in abatement work similar to the work you are interested in bidding? \_\_\_\_\_

4. Show all the similar projects your organization has completed during at least the last three years in the following tabulation:

(For joint venture work show the sponsoring individual or company.)

<u>Year</u>	<u>Contract Price</u>	<u>Kind of Demolition/ Abatement</u>	<u>Location of Work</u>	<u>Name and Address Owner</u>

(NOTE: ATTACH ADDITIONAL SHEETS AS REQUIRED)

**Chapter Two TIME OF COMPLETION AND LIQUIDATED DAMAGES**

The undersigned agrees, if awarded the Contract, to complete the Work under the Contract within ninety (90) calendar days from the date of Notice to Proceed.

Unless:

For failure to achieve Substantial Completion of the Work within the time provided, Contractor shall pay the TRFMA the sum of \$1,000.00 (one thousand dollars) for each calendar day from the date when Substantial Completion should have been achieved to the date Substantial Completion is actually achieved. It is further agreed that the time for completion of the Work is a reasonable time considering the usual industrial conditions prevailing in the locality. The liquidated damages set forth above are not intended to act as a penalty and shall not limit the right or ability of the TRFMA of Washoe to recover any other damages permitted by law arising from a failure to achieve Substantial Completion of the Work within the time provided.

**FORM OF AGREEMENT**

The undersigned agrees, if this proposal is accepted, to execute and deliver the Form of Agreement for the Base Bid sum. undersigned further agrees, if this proposal is accepted, to furnish Performance Bond, Payment Bond, and Certificate of Insurance as stated in the Contract Documents. The undersigned agrees to all of the provisions as stipulated in the Agreement Form, which has been included in the Project Manual.

**Chapter Three BID SECURITY**

It is agreed that if the Undersigned fails to execute said Contract and furnish required Bonds and Certificate of Insurance as stated in the Contract Documents, then the Bid Bond shall be retained by the TRFMA. Bid Security has been included with this bid.

**Chapter Four ADDENDA**

Receipt of Addenda numbered \_\_\_\_\_ through \_\_\_\_\_ is hereby acknowledged.

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
By Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State

\_\_\_\_\_  
Telephone State of Nevada Contractor's License No.

The firm represented by the above signature is:

Sole Proprietorship \_\_\_\_\_ Partnership \_\_\_\_\_ List Names of all partners:

Corporation \_\_\_\_\_ State of Incorporation \_\_\_\_\_

Joint Venture \_\_\_\_\_

List those Names which make-up the joint venture:

Other \_\_\_\_\_

END OF PART I OF THE BID FORM

**BID FORM - PART 2**

*(Part 2 of the Bid Form to be submitted no later than 2 hours after the completion of the opening of Part 1 of the Bid Form)*

**TO: The Truckee River Flood Management Authority  
9635 Gateway, Suite A,  
Reno, Nevada 89521**

**PROJECT: DEMOLITION OF 5205 MILL ST., RENO, NEVADA.**

Gentlemen:

\_\_\_\_\_ hereby submits the following list of subcontractors.

(Name of Bidder)

**SUBCONTRACTORS**

**List includes the proper firm name and business address of each. The Undersigned acknowledges no change to the subcontractors listed can be made without first receiving prior written approval from the Project Manager for the TRFMA.**

Undersigned also acknowledges that the TRFMA of Washoe reserves the right to disqualify any proposed subcontractor with whom they have reasonable objection. It is further understood, that in the event any subcontractor listed is disqualified by the TRFMA of Washoe, then the Undersigned may, at their discretion, withdraw their Bid or submit an acceptable substitute subcontractor with an adjustment in their bid price, if any, to cover the difference in cost occasioned by such substitution. The TRFMA may at its discretion, accept the adjusted bid price, or may disqualify the Bidder.

For portions of the work listed below, Undersigned proposes the following firms as subcontractors who will provide materials, labor or a portion of the Work to the Contractor for which he will be paid an amount exceeding five (5) percent of the total Base Bid amount. Bidder shall not list more than one subcontractor for each portion of the work, unless subcontractors vary with bid alternates (if any), in which case bidder must indicate which subcontractor will be used with which alternate(s).

Description of Work	Subcontractor	License No.
_____	_____	_____
_____	_____	_____
_____	_____	_____

(NOTE: ATTACH ADDITIONAL SHEETS AS REQUIRED)

\_\_\_\_\_  
Legal Name of Bidder

\_\_\_\_\_  
By Title

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State

\_\_\_\_\_  
Telephone State of Nevada Contractor's License No.

**END OF PART 2 OF THE BID FORM**

**BID FORM - PART 3**

*(Part 3 of the Bid Form to be submitted no later than 2 hours after the completion of the opening of Part 1 of the Bid Form)*

**TO:**           **The Truckee River Flood Project, a department of Washoe TRFMA  
9635 Gateway, Suite A,  
Reno, Nevada 89521**

**PROJECT:**       **DEMOLITION OF 5205 MILL ST., RENO, NEVADA.**

\_\_\_\_\_ hereby submits the following lump sum proposal.  
(Name of Bidder)

**CHAPTER FIVE Schedule Of Values**

Pursuant to and in compliance with the Advertisement for Bids and the Instruction To Bidders, within 24 hours after the completion of the opening of the bids, the Abatement Subcontractors who submitted the three lowest bids must submit a Schedule of Values in the format below. If an Abatement Subcontractor fails to submit such a list within the required time, his bid shall be deemed not responsive.

For Items 1 through 11 Quantities stated are to be used to evaluate proposals and will not alleviate the Bidder from completing all work as required in the Contract Documents and Plans. Each Bidder is held responsible for the examination and/ or to have acquainted themselves with any conditions at the job site which would affect their work before submitting a bid. Failure to meet these criteria shall not relieve the Bidder of the responsibility of completing the Bid without extra cost to the project owner. **Estimates of quantities of the various items of work and materials, as set forth in the Proposal Form, are approximates only and given solely to be used as a uniform basis for the comparison.**

Item #	Contract Item	Est. Qty.	Unit	Unit Price	Item Total
M	Mobilization	1	LS	\$	\$
1	Roofing Material Demolition/ Removal (Excluding material from bid item #8- if applicable)	46,508	SF	\$	\$
2	Demolition/ Removal of interior walls	1	LS	\$	\$
3	Demolition of exterior walls	1	LS	\$	\$
4	Removal of Concrete (Ext Walls, etc)	1	LS	\$	\$
5	Utility Cap/ Removal	1	LS	\$	\$
6	Removal of building remnants not included in other bid items- doors, wiring, etc	1	LS	\$	\$
7	Overall Site Cleanup (Include any sawcut Rebar, patch, etc)	1	LS	\$	\$
8	Asbestos Abatement -PF, (NF noted in report)	NA	NA	NA	
A	Soffit Surfacing (texture) located at the northeast entry to the structure	See Report	LS	\$	\$

B	Joint Taping Compound located at the northeast entry to the structure	See Report	LS	\$	\$
C	Olive w/ White Streak 12" x 12" Floor Tile (on concrete) located in the Computer Switch Room	See Report	LS	\$	\$
D	Cream w/ Tan Streak 12" x 12" Floor Tile ( on concrete) located in the North Stairwell	See Report	LS	\$	\$
E	Black Floor Tile Mastic located in the Computer Switch Room, the North Stairwell and the Employee Lounge.	See Report	LS	\$	\$
9	Removal of Fluorescent Light Tubes, Ballast, Mercury Thermostats, and Batteries	See Report	LS	\$	\$
<b>TOTAL ITEMS 1 THROUGH 9</b>					\$ _____

---

Legal Name of Bidder

---

By

---

Title

---

Street Address

---

City

---

State

END OF PART 3 OF THE BID FORM

P-8

Demolition of 5205 Mill St Contract Documents

**PRIME/ GENERAL CONTRACTOR**

\_\_\_\_\_  
(Firm Name)

\_\_\_\_\_  
(Nevada Contractors License #)

\_\_\_\_\_ (Name of Officer) is authorized to bid and to enter into this Contract for the above listed firm.

The firm is: (check one)

\_\_\_ a corporation \_\_\_ a partnership \_\_\_ sole proprietorship

Principal Officers:

Name	Title	Signature
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Owners Not Listed Above:

_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

I \_\_\_\_\_ (Name of Officer) certify that the above lists includes all officers, owners and financial partners of the above mentioned firm corporate structures to the best of my knowledge.

\_\_\_\_\_  
Signature and Title of Officer





## AGREEMENT FORM

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Truckee River Flood Management Authority (TRFMA), a body corporate and politic and a public agency in the State of Nevada, acting through its Board, hereinafter called the "Owner" and \_\_\_\_\_, General Contractor, Nevada State License No. \_\_\_\_\_, hereinafter called the "Contractor".

### W I T N E S S E T H :

That the Owner and the Contractor, for the consideration hereinafter named, agree as follows:

Article 1. Scope of Work. The Contractor shall furnish all of the materials and perform all of the work shown on the Specifications, and Drawings entitled "**DEMOLITION OF 5205 MILL ST., RENO, NEVADA**", prepared by the Truckee River Flood Management Project, and shall do everything required by this Agreement and the Specifications.

Article 2. Time of Completion. The work to be performed under this Agreement shall be completed within **Ninety (90) calendar days** from the date of the Notice to Proceed.

Should the Contractor fail or refuse to complete the work within the stipulated time, including any authorized extensions of time, there shall be deducted from the monies due him, not as a penalty, but as liquidated damages, One Thousand Dollars (\$1,000.00) for each day required to complete the work in addition to the period of time here in before set forth.

Article 3. Contract Time Extensions. All claims for extensions of time shall be made in writing to the Owner within seven (7) calendar days after the beginning of the delay; otherwise, they will be disallowed.

If the Contractor is delayed at any time in the progress of the work by any act or neglect of the Owner or the Architect/Engineer, or by any employee of either, or by any separate contractor disputes, fire, unusual weather conditions, unusual delay in transportation, or by unavoidable casualties, the contract time may be extended by change order for such reasonable time as the Owner may determine.

It is further expressly understood and agreed that the Contractor shall not be entitled to any damages or compensation, or be reimbursed for any losses, on account of any delay resulting from any of the aforesaid causes or any other cause regardless of whether the delay is foreseeable or not, except that the Owner agrees to compensate the Contractor for any damage resulting from any affirmative, willful act in bad faith performed by the Owner or his employees which unreasonably interferes with the Contractor's ability to perform the work.

An extension of contract time for a delay will be allowed only in the case that a normal working day is lost. A normal working day is defined as any day, except weekends and holidays, during which the Contractor can work for at least four hours on a critical path item. Delays will not be allowed for non-working days (e.g., weekends and holidays). Claims by the Contractor for delays will not be allowed on account of failure to furnish interpretations, until 14 days after a request for information is submitted by the Contractor, and then not unless such claim is reasonable.

Extensions of contract time shall not be allowed for the following types of delays:

1. Delays which could have been avoided by the exercise of care, prudence, foresight, and diligence on the part of the Contractor.
2. Delays in the execution of parts of the work, which may in themselves be unavoidable, but do not prevent or delay prosecution of other parts of the work, nor the completion of the whole work within the time specified.
3. Delays arising from interruptions occurring during the prosecution of the work on account of reasonable interference of other contractors employed by the Owner, which do not prevent the completion of the whole work within the contract time.

Article 4. Progress Payments. The Owner may, once each month, if the Owner elects to do so, make an estimate of the total amount of work completed to date and the monetary value thereof and make a partial payment on the Contract.

The Owner shall retain ten percent (10%) of such estimated value of the work done as part security for the fulfillment of the Contract and shall pay monthly to the Contractor, while carrying on the work the balance not retained, after deducting therefrom all previous payments. The amount withheld as provided herein shall be retained for a period of thirty (30) days from the date of the Notice of Completion.

Owner shall pay to Contractor, at the end of each quarter this Agreement is in effect, interest for the quarter on the amount withheld at a rate to be determined by Owner in accordance with State law. If the amount due the Contractor pursuant to this provision for any quarter is less than Five Hundred Dollars (\$500.00), the Owner may withhold the interest until: (1) the end of a subsequent quarter after which the amount of interest due is Five Hundred Dollars (\$500.00) or more; (2) the end of the fourth consecutive quarter for which no interest has been paid to the Contractor; or (3) final payment is due under the Agreement or State law; whichever occurs first. Contractor shall pay the subcontractors progress payments and pay interest on amounts retained from said progress payments in accordance with the provisions of State law.

Article 5. Acceptance and Final Payment. As soon as practical, following the completion of the work, the Contractor shall make a request by letter to the Owner for a final inspection and acceptance of the work; if, in the Owner's opinion, all provisions of the Construction Specifications and Agreement have been satisfied, the Owner will cause a Notice of Completion to be filed with the TRFMA Recorder.

At the expiration of thirty (30) days following the filing of the Notice of Completion or use or occupancy of the public work by the TRFMA, final payment shall be made as follows:

After deducting all previous payments from the total value of the work, the remaining balance shall be paid, providing that no claims, liens or outstanding debt have been filed against the Contractor or against the work, upon demand by Owner, Contractor shall submit evidence satisfactory to the Owner that all payrolls, materials, bills, and other indebtedness relating to the work performed, have been paid before final payment is made.

Article 6. The Contract Sum. The Owner shall pay the Contractor, as full compensation for furnishing all materials and labor and doing all the work in strict accordance with the Construction Specifications and to the satisfaction of the Owner the amount set forth in the Contract Documents. This sum is to be paid in the manner and under the conditions here in before specified.

Article 7. Performance and Payment Bonds. The Contractor agrees that he will, at the discretion of the Project Manager and delivered within three working days of being requested, furnish the Owner a Performance and Completion Bond and a Labor and Material Payment Bond, furnished by a company or companies acceptable to the Owner, each in an amount equal to one hundred percent (100%) of the total contract sum. The Performance and Completion Bond shall be conditioned upon the Contractor's full performance of the work in accordance with the Contract Documents and the terms of this Agreement and conditioned upon the guarantee of said work for a period of one (1) year from the date the work is completed and accepted by Owner. The Labor and Material Payment Bond shall be conditioned upon the Contractor's obligation to pay for all materials and labor provided on the work.

Article 8. The Contract Documents. The following is an enumeration of all of the Contract Documents making up the Agreement (also herein and throughout the Contract Documents referred to as Contract), and they are as fully a part of the Agreement as if hereto attached or herein repeated:

Notice to Contractors	Scope of Work
Instructions to Bidders	Bid Bond
Bid Proposal Forms	General Contractor Form
Affidavit of Non-Collusion	Agreement
Labor & Material Payment Bond	Performance and Completion Bond
Hazard Communication Form	General Provisions
Temporary Facilities and Controls	Submittals
Temporary Utilities	Demolition
Hazardous Material Abatement	Exhibit A – Demolition Insurance Specifications
Exhibit B –Area Map and floor plan sketch	Asbestos Report

Article 9. Nondiscrimination. In connection with the performance of work under this Agreement, the Contractor agrees not to discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex or age. Such agreements shall include, but not be limited to, the following: Employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training including apprenticeship. Any violation of such provisions by the Contractor shall constitute a material breach of contract. Further, Contractor agrees to insert this nondiscrimination provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials.

Article 10. Indemnification/Insurance. The TRFMA has established specific indemnification and insurance requirements for agreements/contracts with contractors to help assure that reasonable insurance coverage is maintained. Indemnification and hold harmless clauses are intended to assure that contractors accept and are able to pay for the loss of liability related to their activities. Exhibit A, pages 1-5, is included by reference. All conditions and requirements identified in this exhibit shall apply to any work completed under this Agreement. For additional insurance requirements see Exhibit A.

Article 11. Arbitration. The provisions in Section 100.48 (“Arbitration”) of the “Orange Book” do not apply to this agreement. In the event that a party commences litigation to enforce a provision of this agreement, the Nevada Arbitration Rules adopted by the Nevada Supreme Court as Part B of its Rules Governing Alternative Dispute Resolution” effective March 3, 2005 as those rules are amended or changed from time to time, apply to the litigation.

Article 12. Termination. In addition to the other provisions of this Agreement, Owner has the right to terminate the Agreement without cause at any time upon giving the Contractor seven (7) days notice in writing. In the event the Agreement is terminated by Owner in accordance with this provision, Owner agrees to pay Contractor for all work satisfactorily completed and for materials installed prior to the date of termination. This Agreement may extend beyond the current fiscal year and beyond the terms of the TRFMA Board who are presently in office and are voting on its approval, and as a result, under NRS 244.320, unless otherwise provided by law, this Agreement may be binding beyond this fiscal year and beyond those terms of office only to the extent that money is appropriated for the performance of this Agreement or for a like item or service. If no funds or insufficient funds are appropriated and budgeted by future governing bodies or are otherwise unavailable by any means whatsoever in any fiscal year to make payments or honor obligations under this Agreement, the TRFMA shall immediately notify Consultant and this Agreement shall terminate on the last day of the fiscal year for which appropriations of existing funds were made, without penalty or expense to TRFMA of any kind whatsoever.

Article 13. Law and Compliance with Laws. This Contract is governed by and shall be interpreted under the laws of the State of Nevada. The Contractor and his agents including subcontractors, employees and persons who provide labor, equipment, materials, supplies or services for the work shall comply with the requirements of all applicable state and local laws, including, without limitation, any applicable licensing requirements and the requirements for the payments of sales and use taxes on equipment, materials and supplies provided for the work.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

TRUCKEE RIVER FLOOD  
MANAGEMENT AUTHORITY, by:

CONTRACTOR, by:

\_\_\_\_\_  
Jay Aldean, Executive Director  
Truckee River Flood Management Authority

\_\_\_\_\_  
CONTRACTOR

**LABOR AND MATERIAL PAYMENT BOND**  
**PURSUANT TO NRS CHAPTER 339**

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_  
(Name and Address [or legal description] of Contractor)  
as Principal, hereinafter called "Principal", and \_\_\_\_\_

\_\_\_\_\_  
(Legal Designation and Address of Surety)  
authorized to do business of surety in the State of Nevada, as Surety, hereinafter called "Surety", are held and firmly bound unto the TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY, hereinafter called "Owner", for the use and benefit of claimants supplying labor or materials to the Principal or to any of the Principal's subcontractors in the prosecution of the work provided for in the Contract referred to

below in the amount of \_\_\_\_\_ Dollars (\$\_\_\_\_\_) said sum being 100% of the contract amount payable by the Owner under the terms of the Contract referred to below, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has a written agreement dated \_\_\_\_\_, 2017, entered into contract with Owner for "**DEMOLITION OF 5205 MILL ST., RENO, NEVADA**", which contract and its plans and specifications are attached hereto and by reference made a part hereof, as if fully and completely set out in full herein, and is hereinafter referred to as the "Contract".

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if Principal shall promptly make payment to all claimants as hereinafter defined, for all labor and material used or reasonably required for use in the performance of the Contract, and shall save and hold harmless and indemnify Owner from and against any and all claims and demands of liens for work performed and materials supplied, then this obligation shall be void; otherwise it shall remain in full force and effect.

The provisions of NRS Chapter 339 and all acts amendatory thereof and supplemental thereto are hereby incorporated by reference and this Bond shall inure to the benefit of any and all persons who perform labor upon or furnish materials to be used in or furnish appliances, teams or power contributing to the work described in said contract, with the same effect as if the work meets the requirements of NRS 339.025 (1) as new construction of a public work in excess of \$100,000.

IN WITNESS WHEREOF, the above bounden Principal and the above bounden Surety have hereunto set their hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
PRINCIPAL

By: \_\_\_\_\_  
(Note: Signature to be Notarized)

Type: \_\_\_\_\_

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

State of Nevada, County of Washoe

Subscribed and sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_, 2017.

State of Nevada Contractor's License #  
\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Surety:

\_\_\_\_\_  
Name of Surety

By: \_\_\_\_\_  
(Note: Signature to be Notarized)

Type: \_\_\_\_\_  
Attorney-in-Fact

Amount of Bond Premium (to be filled in by the Surety Company):

\$ \_\_\_\_\_

State of Nevada, County of Washoe

Subscribed and sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

Surety's Licensed Nevada Resident Agent:

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

By: \_\_\_\_\_  
(Note: Signature to be Notarized)

Type: \_\_\_\_\_

Bond No. \_\_\_\_\_

State of Nevada, County of Washoe

Subscribed and sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

**PERFORMANCE AND COMPLETION BOND**  
**PURSUANT TO NRS CHAPTER 339**

KNOW ALL MEN BY THESE PRESENTS: That \_\_\_\_\_

\_\_\_\_\_  
(Name and Address [or legal description] of Contractor)

As Principal, hereinafter called "Principal" , and \_\_\_\_\_

\_\_\_\_\_  
(Legal Designation and Address of Surety)

authorized to do business of surety in the State of Nevada, as Surety, hereinafter called "Surety", are held and firmly bound unto the TRUCKEE RIVER FLOOD MANAGEMENT AUTHORITY a body corporate and politic and a public agency in the State of Nevada, as Obligee, hereinafter called "Owner", in the amount of \_\_\_\_\_ Dollars (\$ \_\_\_\_\_) said sum being 100% of the contract amount payable by the Owner under the terms of the Contract referred to below, for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has a written agreement dated \_\_\_\_\_, 2017, entered into contract with Owner for "**DEMOLITION OF 5205 MILL ST., RENO, NEVADA**", which contract and its plans and specifications are attached hereto and by reference made a part hereof, as if fully and completely set out in full herein, and is hereinafter referred to as the "Contract"; and

WHEREAS, said Principal is required to furnish a bond in connection with said Contract guaranteeing the faithful performance thereof; and

WHEREAS, the Principal under the terms of the Contract agrees to replace and/or repair without cost to the Owner any damage or imperfections due to faulty labor or materials incorporated in said work, including the landscaping, for a period of one (1) year, from and after the date of completion and acceptance by Owner of the work contracted to be performed.

NOW, THEREFORE, THE CONDITIONS OF THIS OBLIGATION ARE SUCH that, if Principal shall well and truly perform and complete in all its parts of the work described in said Contract within the time and in the manner therein specified and shall, for a period of six (6) months from the date of the work contracted to be performed is completed and accepted by Owner, replace and repair any and all defects arising in said work, whether resulting from defective material or workmanship, and shall also observe, perform, fulfill, and keep all and every covenant and agreement in said Contract on the part of the Principal to be kept, performed and complied with within the time and manner therein specified and shall truly and fully comply with all guarantees required in said Contract, then this obligation shall become null and void, otherwise it shall remain in full force and effect.

And the said Surety, for value received, hereby stipulates and agrees, if requested to do so by the Owner, to perform and fully complete the work mentioned and described in said Contract, pursuant to the terms, conditions and covenants thereof, if for any cause, said Principal fails or neglects to so perform and fully complete said work; the said Surety further agrees to commence said work to full completion within sixty (60) calendar days after notice thereof from the Owner, and to fully complete the same with all due diligence and in accordance with the plans and specifications.

Further, Surety for value received, hereby stipulates and agrees that no prepayment or delay in payment and no change, extension, addition or alteration of the work or any provision of the Contract or in the plans, profiles, detailed drawings, specifications, and no extension of time and no forbearance on the part of the Owner shall operate to release or exonerate the Surety upon this bond, and consent thereto without notice to or consent by Surety is hereby given, and Surety hereby waives provisions of any law relating thereto. It is expressly agreed and understood that this bond is made and executed contemporaneously with the Contract above mentioned, and in consideration of the covenants and agreements therein made and entered into on the part of the Owner; and that the due execution and delivery hereof is condition precedent to liability on the part of the Owner, on said above mentioned Contract. It is further understood and agreed that this bond is made in compliance with NRS 339.025 and all acts amendatory thereof and supplemental thereto; and that all benefits therein set forth inure to the benefits of the Owner.

IN WITNESS WHEREOF, the above bounden Principal and the above bounden Surety have hereunto set their hands and seals, this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
PRINCIPAL

State of Nevada Contractor's License #  
\_\_\_\_\_

By: \_\_\_\_\_  
(Note: Signature to be Notarized)

Type: \_\_\_\_\_

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

State of Nevada, County of Washoe  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

Surety:

\_\_\_\_\_  
Name of Surety

By: \_\_\_\_\_  
(Note: Signature to be Notarized)

Type: \_\_\_\_\_  
Attorney-in-Fact

Amount of Bond Premium (to be filled in by the Surety Company):

\$ \_\_\_\_\_

State of Nevada, County of Washoe  
Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

Surety's Licensed Nevada Resident Agent:

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

\_\_\_\_\_  
Address

\_\_\_\_\_  
Telephone

By: \_\_\_\_\_  
(Note: Signature to be Notarized)

Type: \_\_\_\_\_

Bond No. \_\_\_\_\_

State of Nevada, County of Washoe  
Subscribed and sworn to before me this \_\_\_\_\_ day of \_\_\_\_\_, 2017.

\_\_\_\_\_  
Notary Public

**WASHOE TRFMA DEPARTMENTS –DEMOLITION WORK**

**HAZARD COMMUNICATION PROGRAM  
CONTRACTOR COMMUNICATION FORM**

To meet the requirements of the OSHA Hazard Communication Standard, information regarding the hazards of chemicals or compounds brought to the project site must be exchanged between the TRFMA and the Contractor. This form is designed to satisfy those communication requirements.

Project Name/Location: **“DEMOLITION OF 5205 MILL ST.,  
RENO, NEVADA”**

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

Subcontractor: \_\_\_\_\_

Nature of work to be completed: \_\_\_\_\_

Effective date: Start of construction through the Notice of Acceptance.

<u>Chemical Used or Storage at Project in Work Area</u>	<u>Required Precautions</u>	<u>Emergency Actions</u>
---	-----------------------------	--------------------------

All chemical (compounds) containers must be labeled with the name of the chemical and the hazards of that chemical. Detailed information regarding the hazards and protective measures for all chemicals found at this project can be found in the “MATERIAL SAFETY DATA SHEETS” for those chemicals and are collected in a binder labeled “MSDS HAZARD COMMUNICATION” located in the office of the Truckee River Flood Management Authority.

The Contractor is responsible to ensure that their employees and the employees of any subcontractor are informed of the information provided here.

Before contract work can begin, the Contractor must provide the TRFMA with complete “MATERIAL SAFETY DATA SHEETS” for all chemicals brought to the work area by the Contractor. All containers must be labeled with chemical name and hazard information.

Examples, but not a complete list, of chemicals requiring “MATERIAL SAFETY DATA SHEETS”: Painting materials, drywall compounds, concrete hardener, caulking, ceramic tile bedding, vinyl tile adhesive, cleaning compounds, etc.

\_\_\_\_\_  
CONTRACTOR SIGNATURE

\_\_\_\_\_  
DATE



**DIVISION 1**  
**GENERAL PROVISIONS**

(Rev. 4-6-2017)

DEMOLITION OF 5205 MILL ST., RENO, NV

**(Orange Book)**

The specifications and provisions in the “Standard Specifications for Public Works Construction” (Orange Book) version 2016 Rev No. 9 sponsored and distributed by the Regional Transportation Commission of Washoe County, Carson City, Churchill County, City of Reno, City of Sparks, City of Yerington and Washoe County are hereby incorporated by reference and are a part of this agreement\*, with the clarifications and exceptions stated below as to Part 1, and **EXCEPT** that if there is a conflict between any provision in the Orange Book (Including Part 1 as clarified below) and a provision in any Contract Document (as defined in the Agreement), the provision in the Contract Document shall prevail.

Orange Book ¶	Title	Clarifications/ Comments
100.11	Award of contract or rejection of proposals	Criteria in NRS 332.065 (1) may be used.
100.13	Contract Security	See Article 7 of Agreement.
100.14	Insurance	Superseded by Article 10 and Exhibit A of Agreement.
100.39	Delays	See Article 3 in Agreement.
100.35.01	Change Orders	Percentage for overhead and profit shall be 5%.
100.42.01	Partial Payments	See Articles 4 and 5 of Agreement.
100.43.01	Final Estimate and payment	See Article 5 of Agreement.
100.49	Default and termination of contract	In addition, contract may be terminated as provided in Article 12 of Agreement.
100.50	Arbitration	See Article 11 of Agreement.

\* The project is not a “public work” as strictly defined in NRS 338. 010 since it is demolition and does not add capital value, but the Orange Book is adopted by reference in order to promote uniformity in contracts. In addition, NRS 338 in its entirety including exceptions as noted in 338.080 shall be adhered to. As authorized by NRS 339.025 (5), bonds are required even though this contract does not exceed \$100,000 and is not for the construction of a public building or improvement.

**SECTION 01330  
SUBMITTALS**

**PART 1 - GENERAL**

1.01 SUMMARY

- A. Section includes: requirements for submittals.
- B. Related Sections: 01500 – Temporary Facilities and Controls, 01510 – Temporary Utilities, and 02221 – Building Demolition.
- C. Costs: Unless otherwise specified in the Contract Documents, all costs for preparation, reproduction, and distribution of submittals shall be borne by the Contractor and included as part of the base bid.
- D. Unless otherwise noted, make all submittals to the TRFMA’s Project Manager.

1.02 SUBMITTALS

- A. Work Plan: The Contractor shall prepare and submit for acceptance a work plan describing, at a minimum, the estimated duration and order in which proposing to: conduct mobilization, secure the site, provide temporary utility service (Section 01510), acquire permits, retire utilities, hazardous material abatement/removal, perform demolition operations (in detail by floor of each structure – if applicable), protect/repair/replace existing site improvements to remain, perform cleanup and final site grading, and accommodate emergency services. Specifically include, plans to meet requirements noted in section 1500, 3.01-3.08 as well as explanation for ensuring adjacent businesses/ parcels are not disturbed. Submit four (4) copies of the work plan a minimum of ten (10) calendar days before the notice to proceed. Failure to submit the Work Plan will not prevent the commencement of contract time. A “bar chart” format is acceptable for the schedule portion of the Work Plan.
- B. Photography: Using still photography, show existing conditions of adjoining construction and site improvements. Coordinate views with the TRFMA’s Project Manager. Provide a video record, as follows: narrated, standard size (2 hour), color DVD videos of the total Contract area showing pre-demolition conditions (including ‘USA Locate’ markings and adjacent property improvements, such as sidewalks, walls, fences, landscaping, valves, etc.), and the completed demolition (including adjacent property owner improvements) with the date, time, and locations clearly defined in the film. Deliver videos as follows: pre-demolition - prior to commencing demolition operations, and post-demolition - prior to submitting final pay request.
- C. Landfill Records: Indicate receipt and acceptance of hazardous wastes, if encountered, by a landfill facility licensed to accept hazardous wastes.
- D. Statement of Refrigerant Recovery: signed by the refrigerant recovery technician responsible for recovering refrigerants (only if encountered).
- E. Traffic Control Plans: Two (2) copies of approved Traffic Control Plans, as required by Section 01500, before commencing operations requiring traffic control.
- F. Permits: Two (2) copies of all permits required by these Specifications before commencing operations.
- G. Dust Abatement Plan: Two (2) copies of the Dust Abatement Plan approved by the Washoe TRFMA District Health Department’s Air Pollution Control Division, prior to commencing demolition operations.

END OF SECTION

## SECTION 01500

### TEMPORARY FACILITIES AND CONTROLS

#### **PART 1 - GENERAL**

##### 1.01 SUMMARY

- A. Section Includes: Requirements for construction facilities and temporary controls.
- B. Related Section: 01510 - Temporary Utilities.
- C. Costs: Unless otherwise specified in the Contract Documents, all costs for installation, operation, maintenance and removal of all temporary facilities and controls shall be borne by the Contractor and included as part of the Base Bid.

##### 1.02 SUBMITTALS

- A. General: Make submittals in accordance with Section 01330.

##### 1.03 PROJECT CONDITIONS

- A. Conditions of Use: Keep temporary services and facilities clean and neat in appearance. Operate in a safe and efficient manner. Relocate temporary services and facilities as the Work progresses.
  - 1. Take necessary fire prevention measures.
  - 2. Do not allow hazardous, dangerous, or unsanitary conditions, or public nuisances to develop or persist on-site.
- B. 24 Hour Contact: Contractor shall designate an employee or agent with a 24-hour phone number for reporting problems associated with the construction to be contacted by the Owner and businesses in the area.

#### **PART 2 - PRODUCTS**

##### 2.01 MATERIALS

- A. General: Contractor may use undamaged, previously used materials and equipment in serviceable condition for temporary facilities. Provide materials and equipment suitable for use intended.

#### **PART 3 - EXECUTION**

##### 3.01 BARRIERS, WARNING SIGNS, AND LIGHTS

- A. General: Provide barriers, warning signs, lights, guard rails, lights, etc. as may be required to adequately protect the public from hazards resulting from the Work and to exclude unauthorized persons from the Work. Provide for public protection as required by law and ordinance.
  - 1. Continuously maintain protection as necessary to protect the Work as a whole, and adjacent property and improvements from accidents, injuries or damage.
  - 2. Provide barricades at all open excavations and elsewhere as may be directed or required for public and workmen protection. During nighttime hours and where appropriate and needed, provide warning lights, including flashing red or amber lights.
  - 3. No water or contamination shall discharge into the Truckee River or the Pioneer Ditch from this project.

##### 3.02 FIRST AID FACILITIES

- A. General: Provide personnel trained in first aid and certified as approved by Nevada Department of Labor and Industries. Provide first aid kits on site; types and quantities in accordance with requirements of State and local authorities.

### 3.03 WASTE COLLECTION AND DISPOSAL

- A. General: Collect waste from construction areas and elsewhere daily. Dispose of all refuse and waste material off Owner's property. Do not stockpile waste material on site. Immediately clean up any spilled material.
  - 1. Provide on-site containers for collection of waste materials, debris and rubbish.
  - 2. Handle and dispose flammable, hazardous, and toxic waste materials separately from other waste; dispose of material lawfully.

### 3.04 DUST AND POLLUTION CONTROL

- A. Dust Control: Contractor shall prevent dust from being generated during construction in compliance with all applicable City, TRFMA, State, and Federal regulations. Contractor shall be solely responsible for mitigation of dust during construction, and until Final Acceptance of the Project by the TRFMA.
- B. Pollution Control: Comply with all pollution control regulations in effect at site for all materials, soils, equipment and Work procedures used on the Project. If the Contractor causes a release of contaminants, the Contractor shall be responsible for all costs associated with clean up of that release.
  - 1. Provide methods, means and facilities required to prevent contamination of soil, water or atmosphere by the discharge of noxious substances from construction operations. Perform emergency measures required to contain spillages, and to remove contaminated soils or liquids.
  - 2. Take measures to prevent harmful substances from entering public sewers.
  - 3. Maintain equipment so that it does not release unnecessary air pollution.

### 3.05 NOISE CONTROL

- A. Intent: The purpose of this Specification is to alert the Contractor of the necessity for maintaining a noise control program during the entire construction period. Control and restrict noise levels to those permitted by the City of Reno and as specified herein. The maximum interior noise levels in receiver buildings during daytime hours shall not exceed 55 dBA; during nighttime hours, the maximum noise level shall not exceed 45 dBA, unless otherwise approved in writing by the City of Reno and the Washoe TRFMA Project Representative. Limit noise-generating construction activities to hours set by the City of Reno Noise Ordinance.
- B. Outdoor Vehicle and Internal Combustion Engine Noise: The maximum permissible sound levels which will be allowed shall be 60 dBA unless otherwise approved in writing by the City of Reno and the Washoe TRFMA Project Representative. This may be exceeded by the following types of equipment between the hours of 7:00 a.m. and 10:00 p.m. on weekdays, and between the hours of 9:00 a.m. and 10:00 p.m. on weekends, as measured from the real property of another, or at a distance of 50 feet from the equipment (whichever is greater), by no more than 25 dBA for crawlers, tractors, dozers, rotary drills and augers, loaders, power shovels, graders, and compressors.

### 3.06 TRAFFIC REGULATIONS

- A. General: Conduct operations in such a manner to avoid unnecessary interference to existing pedestrian and vehicle traffic.
- B. Contractor Responsibilities: Contractor shall be responsible for the following:
  - 1. Obtaining permits and inspections necessitated by the use of public streets, sidewalks, curbs, and paving. Post guarantees and bonds that may be required, and repair and make good any damages thereto, acceptable to the authorities having jurisdiction. Pay all fees.
  - 2. Controlling construction traffic within and adjacent to the site. Keep streets adjacent to the site open to vehicular and pedestrian traffic. Maintain constant access for police, fire and ambulance service.
  - 3. Providing safeguards as required or necessary, and effectively control such traffic to provide minimum hazard to the Work and all persons. Scheduling of temporary street blockages and detours shall be coordinated with the City Police, Fire Department, and City Engineering Department; provide appropriate signage for rerouting of traffic.

4. Mud tracked onto City streets by any activity related to the Project shall be minimized. This shall be done by washing vehicle wheels before they enter the public right-of-ways and by sweeping streets. The streets shall be clear of mud, dust and debris at the end of each days work activities; during the day any built-up of same shall be removed.
  5. Indicate on a 24-hour basis all restricted and dangerous conditions existing on or adjacent to the site. Illuminate barricades, danger signals, warning signs and obstructions at night. Keep warning lights burning from one hour before sunset until one hour after sunrise.
  6. Comply with all requirements regarding traffic, truck movement, hours of operation, safeguards, and all other actions set by the City of Reno and the Nevada Department of Transportation and as required to protect the life, health and safety of the public and workers.
- C. Traffic Control Devices: Contractor shall provide and maintain traffic lights, flaggers, signs and other traffic control devices as required by the City of Reno and as necessary to warn and protect the public from injury or damage as a result of the Contractor's operations.

### 3.07 FIELD OFFICES & SHEDS

- A. Contractor's Field Office: Contractor shall provide his own construction field office as needed by Contractor.
- B. Sheds: Furnish, install and maintain storage sheds as needed for construction by the Contractor.
- C. Staging Area: A 100 ft x 200 ft area will be provided to the contractor upon request in the North Parking lot of 5205 Mill St. or another location that is equally near to the site as chosen by TRFMA. No material shall be stored there except for the temporary parking of construction vehicles. Security for this site will be the contractor's responsibility. Upon project completion the site must return to the condition in which it was prior to use.

### 3.08 TERMINATION, AND REMOVAL

- A. Unless the TRFMA Construction Manager requests that it be maintained longer, remove each temporary facility when the need has ended, when replaced by authorized use of a permanent facility, or no later than Substantial Completion. Complete or, if necessary, restore permanent construction that may have been delayed because of interference with the temporary facilities. Repair damaged Work, clean exposed surfaces, and replace construction that cannot be satisfactorily repaired.

END OF SECTION

**SECTION 01510**  
**TEMPORARY UTILITIES**

**PART 1 - GENERAL**

1.01 SUMMARY

- A. Section Includes: Requirements for temporary utilities.
- B. Related Section: 01500 - Temporary Facilities and Controls: Mobilization and staging plan; operation, termination, and removal of temporary facilities and utilities.
- C. Costs: All costs for furnishing, installation, operation, maintenance and removal of all temporary utilities shall be borne by the Contractor and included as part of the Base Bid. Apply for all permits. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment at no additional cost.

1.02 PROJECT CONDITIONS

- A. Temporary Utilities: Prepare a schedule indicating dates for implementation and termination of each temporary utility. Make all temporary connections to utilities and services in locations acceptable to the TRFMA and local authorities having jurisdiction. Furnish all necessary labor and materials, and make all installations in a manner subject to the acceptance of such authorities.
  - 1. Restore the services and sources of supply to proper operating condition as relevant and as directed the TRFMA Project Manager.

1.03 PROTECTION OF PUBLIC UTILITIES

- A. For any required excavation, the Contractor shall be responsible for location of existing underground utilities. Locate the utilities from the respective utility companies, and by using an on-site locating service. The Contractor shall notify the concerned utility company at least 72 hours in advance of the time when the locations need to be marked to ensure that there is no delay. The Contractor shall pay for private on-site locating service and any other locating fees.
- B. Contractor shall coordinate its work with the work of the utility companies and shall notify the Construction Manager in advance of any conflicts affecting the Construction Progress Schedule.
- C. Proceed with sufficient caution to preclude damaging any utilities known or unknown. In the event unidentified utilities are encountered, or conflicts are identified, notify the Construction Manager immediately. In the event utilities are damaged during construction, temporary services and/or repairs must be made immediately to maintain continuity of service at the Contractor's expense.
- D. The utility companies shall witness or perform all shutdowns, connections, and/or disconnection's according to the usual procedures of each utility company. No interruptions of service will be allowed without prior approval of the utility company. Comply with the minimum notice required by each utility company for approval, to allow written notice to affected users prior to the interruption.
- E. Irrespective of any other provisions in the Contract Documents, any resultant damages to utilities or from the stoppage of utility service shall be the sole liability of the Contractor. The Contractor shall hold harmless the TRFMA from any claims for damages resulting from the disruption of, or damage to, utility services.
- F. The Contractor shall be entirely responsible for coordinating the moving or adjustment of affected utilities. Any delays resulting from utility adjustments shall also be the Contractor's responsibility and no compensation shall be made.

**PART 2 - PRODUCTS****2.01 MATERIALS**

- A. General: Contractor may use undamaged, previously used materials and equipment in serviceable condition. Provide materials and equipment suitable for use intended.

**PART 3 - EXECUTION****3.01 INSTALLATION (GENERAL)**

- A. General: Make all arrangements with the local utility companies for temporary service to the construction site. Where utility company provides only part of the service, provide the remainder with matching, compatible materials and equipment. Comply with company recommendations. Provide adequate capacity at each stage of construction.
- B. Use qualified personnel for installation of temporary facilities. Locate facilities where they will serve the Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required.
- C. Provide each facility ready for use when needed to avoid delay. Maintain and modify as required. Do not remove until facilities are no longer needed or are replaced by authorized use of completed permanent facilities.

**3.02 TEMPORARY ELECTRICITY AND LIGHTING**

- A. General: The electrical service shall be of adequate capacity for all construction tools and equipment without overloading the temporary facilities. Provide all equipment (transformers, meters, overload protected disconnects, main distribution switch gear, cable, etc.) necessary for temporary power and lighting. Coordinate all power and lighting requirements with the various trades.
  1. Provide weatherproof, grounded electric power service and distribution system of sufficient size, capacity, and power characteristics during construction period. Provide circuit breaker protection for each outlet.
  2. Provide duplex receptacle outlets equipped with ground-fault circuit interrupters, reset button, and pilot light for connection of power tools and equipment.
  3. Install wiring overhead and rise vertically where least exposed to damage. Where permitted, wiring circuits not exceeding 125 volts, ac 20 Ampere rating, and lighting circuits may be non-metallic sheathed cable where overhead and exposed for surveillance.
  4. Install and operate temporary lighting that will fulfill security and protection requirements.

**3.03 TEMPORARY WATER**

- A. General: Install water service and distribution piping of sizes and pressures adequate for construction until permanent water service is in use. Make all temporary connections to existing mains. Provide temporary meter. Provide temporary piping, manifolds, booster pumps, double backflow preventer, etc. as required.
- B. Drinking Water: Furnish drinking water with suitable containers and cups for use by employees.
- D. Should Contractor desire to obtain water from fire hydrants, approval must be obtained from the City of Reno Water Department and Reno Fire Department.

**3.04 TEMPORARY FIRE PROTECTION**

- A. Unless fire protection needs are supplied by functional permanent facilities, install and maintain temporary fire protection facilities of the types needed to protect against reasonably predictable and controllable fire losses. Comply with requirements of the Reno Fire Department and with NFPA 10 "Standard for Portable Fire Extinguishers" and NFPA 241 "Standard for Safeguarding Construction, Alterations, and Demolition Operations".

### 3.05 SANITARY FACILITIES

- A. Temporary Toilets: Provide self-contained single-occupant toilet units of the chemical, aerated circulation, or combustion type, properly vented and fully enclosed with a glass fiber reinforced polyester shell or similar nonabsorbent material. Comply with regulations and health codes for the type, number, operation and maintenance of facilities. At a minimum, pump out, clean and disinfect and install fresh chemicals weekly. Install where facilities will best serve the Project needs.
- B. Wash Facilities: Install wash facilities as required by local or State codes and regulations.

### 3.06 TELEPHONE SERVICE

- A. Telephone Service: Provide a portable cellular telephone set in the field office for the Superintendent's use in making and receiving telephone calls as needed by Contractor.

### 3.07 OPERATION, TERMINATION, AND REMOVAL

- A. General: Refer to Section 01500 "Temporary Facilities and Controls".

END OF SECTION



**DIVISION 2**  
**SECTION 02221 - BUILDING DEMOLITION**

**PART 1 – GENERAL**

1.01 SUMMARY

A. Definitions:

1. Remove: Detach items from existing construction and legally dispose of them off-site unless indicated to be removed, removed and salvaged, or recycled.
2. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or recycled.

B. Environmental Regulatory Requirements: See Section 01500 for dust and pollution control requirements.

C. Standards: Comply with ANSI A 10.6 and NFPA 241.

D. Project Conditions:

1. Conduct building demolition operations to minimize impacts to TRFMA's and local business' operations.
  - a. Provide not less than 5 working days notice to TRFMA and adjacent businesses of activities that will affect their operations.
  - b. Maintain access to existing walkways, exits, streets, and other adjacent occupied or used facilities, in accordance with the approved pedestrian control plan.
2. Owner assumes no responsibility for buildings or structures to be demolished. Owner will maintain conditions existing at time of mandatory pre-bid walk-through as far as practical.

E. Do not use the project site or public streets and alleys to store or sell removed items or materials.

1.02 EXECUTION

A. Survey existing conditions and correlate with requirements indicated to determine extent of building demolition required.

B. When unanticipated mechanical, electrical, or structural elements are encountered, investigate and measure the extent of the element. Notify the TRFMA's Project Manager immediately, then promptly submit a written report of the situation, with recommendations for remediation, to the TRFMA's Project Manager.

C. Perforate or break any floors not removed if there is a basement to existing subgrade to ensure groundwater can drain from said structures.

D. Refrigerant: If encountered, remove and store refrigerants according to 40 CFR 82 and local regulations, and submit documentation in accordance with these Specifications.

E. Existing Utilities:

1. Locate, identify, disconnect, and seal or cap off indicated utilities serving the building to be demolished. Coordinate capping or abandoning any sewer or storm drain service with City of Reno Sewer Line Division, water with TMWA, and power and gas with NV Energy.
2. Maintain utility services indicated to remain and protect them against damage during demolition operations.
  - a. Do not interrupt existing utilities serving adjacent occupied or operating facilities unless authorized in writing by the TRFMA's Project Manager and affected utility.
  - b. Provide temporary services during interruption to existing utilities, as acceptable to the TRFMA's Project Manager and affected utility.
3. Abandon existing below-grade utilities and below-grade utility structures. Cut utilities flush with grade or within adjacent utility junction box as appropriate and in coordination with TRMA's Project Manager.

- F. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent unexpected movement or collapse of building being demolished or adjacent buildings and infrastructure.
- G. Existing Facilities: Protect adjacent walkways, loading docks, building entries, streets, and other building facilities during demolition operations.
- H. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during demolition.
- I. Demolition General:
  - 1. Obtain a demolition permit from the City of Reno Building Department before beginning demolition operations. Provide a copy of this permit to the TRFMA's Project Manager and maintain a copy of this permit on-site at all times. Contact the City of Reno for a demolition permit.
  - 2. Perform demolition and hauling operations between 7:00 a.m. and 5:30 p.m., Monday through Friday, including legal holidays. If desiring to perform work outside these hours, request a variance, in writing, to the TRFMA's Project Manager at least 5 working days prior to performing Work. Do not perform any work outside these hours without written permission from the TRFMA's Project Manager.
- J. Engineering Surveys: As the Work progresses, perform surveys to detect hazards that may result from building demolition activities.
- K. If electing Mechanical Demolition:
  - 1. Remove building intact when permitted by authorities having jurisdiction.
  - 2. Proceed with demolition of structural framing members systematically, from higher to lower level.
  - 3. Remove debris from elevated portions by chute, hoist, or other device that will convey debris to grade level in a controlled descent.
  - 4. Concrete: Cut concrete full depth at junctures with construction to remain, using power-driven saw or other approved means, then remove concrete between saw cuts.
  - 5. Masonry: Cut masonry at junctures with construction indicated to remain, using power-driven saw or other approved means, then remove masonry between saw cuts.
  - 6. Concrete Slabs-on-Grade: For purposes of future dust and weed control, leave the Slab on Grade for the building but at direction of TRFMA Project Manager remove any remnant site SOG concrete for safety purposes and blend with adjacent grade. To do so saw-cut perimeter of area to be demolished at junctures with construction indicated to remain or other approved means, then break-up and remove.
- L. If electing Explosive Demolition:
  - 1. Obtain an Explosive Permit from City of Reno Fire Department before commencing demolition operations.
- M. Repairs: Promptly repair damage to adjacent construction caused by building demolition operations.
- N. Recycling Demolished Materials: All materials resulting from demolition operations shall become the property of the Contractor. Recycling of materials is strongly encouraged. Transport recyclable materials off Owner's property and legally dispose of them.
- O. Disposal of Demolished Materials: Except for items identified as Existing to Remain, remove demolished materials from project site and legally dispose of them in an approved landfill.
  - 1. Do not allow demolished materials to accumulate on-site. Do not burn demolished materials.
  - 2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.
- P. The Owner holds title to all real property within the Project limits. The Contractor is entitled to all salvage value, if any exists, for the demolition work under this contract. Salvage hazardous chemicals through an approved and licensed disposal or reclamation facility.

END OF SECTION

02221-2

**DIVISION 3**  
**HAZARDOUS MATERIAL ABATEMENT REQUIREMENTS**

1.1 GENERAL PROJECT DESCRIPTION

- A. Hazardous materials abatement in 5205 Mill St. is to include the safe and proper removal, handling, storage, transportation and disposal of asbestos containing material (ACM), polychlorinated biphenyls (PCB), mercury containing materials (MCM) – as applicable/ see Appendix A: Asbestos Abatement Report for more information.

1.2 SCOPE OF WORK

- A. The Abatement Contractor shall remove and dispose of any ACM, PCB, MCM and building materials contaminated with hazardous materials from each of the abatement areas identified on the report- see Appendix A.
- B. The Contractor shall furnish everything necessary for the safe and complete removal, handling, storage, transportation and disposal of all hazardous and non-hazardous building materials specified herein, in accordance with the requirements of the applicable documents and these contract documents. It is the Contractor's responsibility to field verify all conditions and quantities prior to submission of a bid.
- C. All demolition work shall be performed in a safe, neat and organized manner to minimize the risk to workers on this and future projects. The cut edge of any demolished wall, ceiling, soffit, or roofing/deck surfaces shall be straight and free of protruding metal surfaces, flush with perpendicular walls or ceiling. Some demolished building components and systems or equipment may be decontaminated of all overspray or debris and residue, then disposed of as non-hazardous general construction debris or left on site at a location approved by TRFMA.
- D. The following list of hazardous materials abatement items may exist in various abatement areas on this project- see Appendix A for more information. Each of the hazardous materials abatement items shall be completely and thoroughly removed, and each surface or substrate shall be decontaminated until all visible residue or trace of hazardous material is removed to render them free of hazardous material content. This will include cleanup of water or other solvents or agents used to remove asbestos containing materials from building surfaces or components.
1. **Thermal System Insulation Fittings (TSI Fittings) on Piping:** This abatement item category includes all types of insulation on piping fittings and hangers throughout the complex. TSI fitting locations shall be traced by the Contractor, and all necessary demolition of building surfaces and components shall be performed so that all TSI fitting removal and surface/substrate decontamination can be performed. Following gross removal, all surfaces/substrates shall be detail cleaned to remove all dust, debris and residue from rough or pitted surfaces, cracks and crevices, pipe or hanger threads, and all adjacent or surrounding surfaces.
  2. **Spray Acoustic (SA):** This abatement item category includes all spray acoustic asbestos containing material applied to ceiling surfaces including: concrete ceilings, gypsum board ceiling and soffit areas, and SA overspray debris and contamination on all other building components, equipment and surfaces. Debris and contamination may be present in hidden areas including interstitial spaces, soffits, wall cavities, mechanical and piping chases and other hidden areas. Removal of SA also include removal of SA contaminated carpet pad and SA debris under the carpet pad. The contaminated carpet pad and debris are assumed to exist in all SA areas. All necessary demolition of building components shall be performed in contained work areas. The Contractor's work plan must address complete removal of SA and SA overspray and contamination. **Removal of SA on concrete surfaces shall include removal of all three-dimensional SA that extends beyond the face of the concrete surface. Concrete surfaces shall be completely encapsulated with colored encapsulant, after final visual inspections are approved. Removal of SA on sheet rock surfaces shall include removal of the sheet rock ceiling and soffit material completely, not just the SA.**
  3. **Floor Tile and Mastic (FT):** This abatement item category includes floor tile and mastic as indicated on the plans. Following gross removal of floor tile, the Contractor shall remove all three-dimensional raised mastic material (stains are excluded) from the substrates including cracks and crevices of ¼-inch width or greater and irregular floor surfaces. All flooring materials shall be completely removed from gaps at all wall/floor joints at the perimeter of each room. Also any flooring materials located under walls, cabinets, shelving, counters, appliances, etc., shall be accessed and abated. All solvent splash on building surfaces shall be removed.

4. **Polychlorinated Biphenyls (PCB):** This abatement item category includes PCB containing fluorescent light fixture ballasts. PCB ballasts shall be safely and properly separated from fixtures, containered, labeled, stored, manifested, transported and disposed of at an approved TSD facility.
5. **Mercury Containing Materials (MCM):** This abatement item category includes all fluorescent light tubes and mercury containing thermostats. MCM shall be safely and properly removed, handled and containered without breakage, then stored, manifested, transported and disposed of at an approved TSD facility or recycled.
6. **Wall Texture (WT):** This abatement item category includes all sheet rock with asbestos containing wall/ceiling texture. The removal process will require all of the sheet rock be removed down to the studs. All nails, screws, penetrations, etc. will be thoroughly cleaned of all sheet rock and texture residue.

### 1.3 ABATEMENT AREAS

- A. The removal of asbestos containing materials, polychlorinated biphenyls and mercury containing materials to facilitate the demolition of the complex includes work in the following areas of the facility: See Appendix A: Asbestos Abatement Report

### 1.4 APPLICABLE DOCUMENTS

- A. General Applicability of Regulations, Codes and Standards: All work under this contract shall be performed in accordance with all applicable regulations, codes and standards governing hazardous materials abatement, waste transportation, waste disposal, and other activities. All applicable regulations, code and guidelines have the same force and effect (and are made a part of the contract documents by reference) as if copied directly into the contract documents, or as if published copies are bound herewith. The current issue of each document shall govern. Where conflict among requirements or with these specifications exist, the more stringent requirements shall apply.
- B. Federal Requirements: These requirements govern lead-containing paint abatement work and the hauling/disposal of any resulting hazardous waste materials. Contractor is responsible to confirm and meet latest requirements as of permit dates. Requirements include but are not limited to:
  1. Occupational Safety and Health Administration (OSHA)
    - Title 29 CFR 1910.20 – Access to Employee Exposure and Medical Records
    - Title 29 CFR 1910.38 – Emergency Procedures
    - Title 29 CFR 1910-134 – Respiratory Problems
    - Title 29 CFR 1926.20 – General Safety and Health Provisions
    - Title 29 CFR 1926.21 – Safety Training and Education
    - Title 29 CFR 1926.23 – First Aid
    - Title 29 CFR 1926.24 – Fire Protection
    - Title 29 CFR 1926.25 – Housekeeping
    - Title 29 CFR 1926.28 – Personal Protective Equipment
    - Title 29 CFR 1926.51 (f) – Washing Facilities
    - Title 29 CFR 1926.55 – Gases, Vapors, Fumes, Dusts, and Mists
    - Title 29 CFR 1926.56 – Illumination
    - Title 29 CFR 1926.57 – Ventilation
    - Title 29 CFR 1926.59 – Hazard Communication Standard
    - Title 29 CFR 1926.62 – Lead Construction Standard
    - Title 29 CFR 1926.103 – Respiratory Protection
    - Title 29 CFR 1926.353 – Ventilation: Welding, Cutting or Heating Metals of Toxic Significance
    - Title 29 CFR 1926.300, 301, 302 – Hand and Power Tools
    - Title 29 CFR 1926.451 – Scaffolding
    - Title 29 CFR 1926.500, 502, 503 – Fall Protection
    - Title 29 CFR 1926.1101 – Asbestos Standard for the Construction Industry

2. Department of Transportation (DOT)

Title 49 CFR 171 – Hazardous Substances

Title 49 CFR 172 – Special Provisions, Hazardous Materials Communications, Emergency Response Information, and Training Requirements

Title 49 CFR 173 – General Requirements for Shipments and Packaging

3. Environmental Protection Agency (EPA)

Title 40 CFR 61, Subparts A & M – National Emissions Standard for Asbestos (NESHAPS)

Title 40 CFR 260 – 264 – Resource Conservation and Recovery Act (RCRA)

Title 40 CFR 745 – Lead Based Paint Activities: Training, Certification, and Work Practice Requirements

Title 40 CFR 763 – Model Accreditation Plan

4. Department of Housing and Urban Development (HUD)

Title 24 CFR 35 and 965 (Subpart H) – Lead Based Paint Hazard Elimination Guidelines for the Evaluation and Control of Lead-Based Paint Hazards in Housing, June 1995

5. Nevada Division of Environmental Protection (NDEP)

NAC 444.965 to 444.976 – Sanitation, Disposal of Asbestos

6. Nevada Occupational Safety and Health Enforcement Section (OSHES)

NAC 618.850 to 618.986 – Abatement of Asbestos

7. Washoe TRFMA District Health Department, Environmental Health Services Division (WCDHD EHSD)

030.107A to 030.107C – District Board of Health Regulations Governing Air Quality Management (Regarding Asbestos)

030.184 to 030.185 – District Board of Health Regulations Governing Solid Waste Management

1.5 NOTIFICATIONS AND PERMITS

- A. The Contractor shall notify all regulatory agencies, as required, to properly perform the work at this job site specified by the contract documents including all abatement, location of work, and requirements relative to the hazardous materials set forth in applicable regulations and these specifications. Before the start of any work, the Contractor will provide copies to TRFMA of all necessary notifications, permits, patents, and submittals required for his performance of the project. The Contractor will obtain and incur all costs to acquire the necessary permits. Permits will be submitted to the Engineer prior to the initiation of all field activities.

1.6 VERIFICATION OF SITE CONDITIONS

- A. Before submitting a proposal, bidding contractors should carefully examine the contract documents and visit the site, fully inform themselves as to all existing conditions, hazardous materials locations and limitations, and shall include in the bid a sum to cover the cost of all items included in the contract. It shall be the responsibility of the Contractor to examine the site, to measure quantities, to be familiar with the specifications for the work contemplated, and to thoroughly acquaint himself with the physical conditions to be encountered.

1.7 INSPECTION

- A. TRFMA's representative will inspect work and materials installed under this contract routinely and randomly as the TRFMA's representative deems necessary to insure Contractor's performance is meeting the intent of the specifications and that proper safety precautions are being employed.

All inspections requested by the Contractor shall be approximated in the bar chart submittal and/or scheduled with the TRFMA's representative.

## 1.8 WORK STOPPAGE

- A. If, at any time, the TRFMA's representative decides that work practices are violating pertinent provisions of this contract, endangering workers, or endangering TRFMA facilities, they will immediately notify the Contractor in writing that operations shall cease until corrective action is taken. Once the Contractor has made corrective action the TRFMA's representative will verify prior to proceeding with the work.
- B. If, at any time, during the asbestos removal phase of this project, the negative air pressure system is not operating and/or units are non-operational, operations shall cease until corrective action is taken. The Contractor shall take such corrective action before proceeding with the work.

## 1.9 INTERIOR CONTAINMENT SYSTEMS

- A. Interior Containment Barriers/Sheeting: The Contractor shall separate each interior work area floor from other building and exterior areas with containment barriers and cover other surfaces with polyethylene sheeting. Full-containment work area preparation must be utilized that addresses all connections to other building areas or exterior building areas.
- B. Work Area Air Changes/Negative Pressure: The Contractor shall install ventilation units equipped with High Efficiency Particulate Air (HEPA) filters in each work area. This ventilation system must provide at least five (5) work area air changes per hour. During Class 1 ACM removal, the Contractor shall establish 0.03 inches of water negative pressure between work areas and adjacent/outside areas. A continuous reading manometer must be installed by the Contractor (at a location approved by the abatement project monitor) to track the negative pressure at all times. The specified rate of air changes and the minimum negative pressure level must be maintained continuously from the time removal activities begin until clearance air sample testing is passed in each work area.

The ventilation units must be set up to provide air flow in all parts of the work areas. Exhaust air from the units must be ducted through perimeter window or door openings to the building exterior away from public walkways. Exhaust ducting inside work areas should be suspended off the floor to avoid creating trip hazards or damage to the ducting.

Ventilation units that are obviously damaged or altered will not be allowed on the project. Units (and vacuum) must also pass on-site DOP testing.

- C. Work Decontamination Systems: The Contractor shall install a three-chamber (with shower) worker decontamination system for entrance to and exit from each contained work area. Each decontamination system must be placed inside the work area at a location that does not impede the removal of materials. For the roofing removal work, only designated "decontamination areas" have to be established. Polyethylene dropsheets must cover floor/ground surfaces in the decontamination areas. Access to the decontamination areas must be restricted with pylons, caution tape, and OSHA asbestos warning signs. These decontamination areas must have sufficient means (including wet cloths, water buckets/bottles, a vacuum equipped with a HEPA filter, and standard asbestos waste bags) for workers to clean their face, hands, and respirators upon exit from the work areas.
- D. Waste and Equipment Decon/Pass Out System: The Contractor shall install a waste and equipment decon/pass out system for transfer of containerized waste and equipment from the contained work area on each interior building level. This waste and equipment decon/pass out system must be placed inside the work area at a location that does not impede the removal of materials.
- E. Warning Signs: The Contractor shall post asbestos warning signs (in accordance with OSHA and other regulations at all entrances/approaches to the work areas prior to the start of removal activities in each work area.

## 1.10 EXTERIOR CONTAINMENT SYSTEM (as necessary)

- A. Exterior Friable Containment Barriers: The Contractor shall construct exterior containment barriers for friable ACM removal to be capable of withstanding wind and weather conditions and to be lockable.

- B. Exterior Rooftop Containment Barriers: No containments have to be set up for the rooftop work area. However, the Contractor shall still place seals (6-mil) polyethylene sheeting/duct tape) over all rooftop penetrations near the abatement work that run into the building interior or off the rooftop. The Contractor may also be required to install a barrier around the perimeter of the rooftop where removal has to be performed around the edges of the roof if material cannot be prevented from falling onto the ground.
- C. Exterior Ground Area Protection: The Contractor shall place caution tape or ropes with warning signs around the building exterior at ground level if the removed roofing or other exterior non-friable material cannot be kept off the ground. This caution tape (or ropes) must be placed approximately twenty feet (20') from the building or component where removal is taking place and must remain in place until removal is complete.

#### 1.11 WASTE SEGREGATION AND MINIMIZATION

- A. The Contractor shall conduct his work in such a manner or under necessary procedures to minimize contamination of building materials, therefore, minimizing hazardous waste.
- B. Solid metal ducts and other building systems that have smooth hard surfaces may be decontaminated from ACM and disposed of as standard demolition waste.
- C. Non-ACM walls and ceilings that are not contaminated, but that need to be removed to access ACM, may be removed as standard demolition waste, if appropriate safeguards against contamination are employed.

#### 1.12 WASTE STORAGE AND DISPOSAL (as necessary)

##### A. Containerization:

1. Interior ACM Waste: The Contractor shall place all the asbestos-containing material from the interior work areas in 6-mil disposal bags as the materials are stripped from surfaces as long as the waste does not contain any liquid solvent. When removed from the work areas, this waste must be double bagged within the Waste/Equipment Decon System. Intact insulation that has been cut from piping must be double wrapped with 6-mil polyethylene sheeting before it is passed out of the work area.
2. Solvent, PCB and Mercury Waste: All PCB containing ballasts, mercury containing thermostats and any liquid solvent waste from mastic removal must be sealed in appropriate barrels with an absorbent material.
3. Roofing and Transite Panels Waste: Containers of waste or materials cannot be dropped or thrown to the ground. Roofing waste can be moved off the rooftop using an enclosed chute that lead into a lined (with polyethylene sheeting) and enclosed dump container. The lined dump container must have a flap of polyethylene sheeting that can be taped over the top when the dump container is full to form a "burrito" wrapping for the roofing waste. The burrito wrap shall consist of 6-mil sheeting (one layer for single bagged/wrapped waste, two layers for unbagged/unwrapped waste). The enclosed chute must be secured (taped) directly into the top seal of the dump container and be resecured when the chute must be moved over another part of the dump container to prevent the roofing waste from backing up and clogging the bottom of the chute. The top end of the chute must also be closed/sealed when roofing waste is not being dropped down the chute. Transite panels can be placed directly into a lined waste dumpster burrito style.
4. PCB and Mercury Containing Waste: PCB and MCM waste shall be carefully and properly containerized for recycling or disposal.

B. Storage: All containerized waste must be stored in dump containers placed at designated locations approved by the Owner. All the waste transport containers must be lined with 6-mil polyethylene sheeting and must remain locked at all times except during waste load-out when waste is being loaded into the containers.

C. Waste Labeling/Transportation: The Contractor is responsible for the proper labeling and disposal of all hazardous materials generated at the project site.

1. Friable Asbestos-Containing Material: Each individual container of this double bagged or doubled wrapped waste must be marked with an OSHA asbestos danger label, the EPA required generator name, site location, and a DOT label (RQ). Asbestos, 9 NA2212 with proper diamond insignia). A party who has received approval from the Washoe TRFMA District Health Department, Air Pollution Control District (WCDHD APCD) must transport the waste.

2. Nonfriable Asbestos-Containing Material: Each individual bag or “burrito” container of roofing tar/felt/CAB waste must be marked with an OSHA asbestos danger label. A party who has received approval from the Washoe TRFMA District Health Department, Air Pollution Control District (WCDHD APCD) must transport the waste.
3. Solvent: Each barrel of solvent waste must be appropriately labeled, manifested, transported, and discarded for any hazardous component it may contain.
4. Polychlorinated Biphenyls (PCB): PCB waste shall be appropriately labeled, manifested, transported and disposed of.
5. Mercury Containing Materials (MCM): MCM waste shall be appropriately labeled, manifested, transported and disposed or recycled.

#### 1.13 WORK AREA REQUIREMENTS

- A. Before commencing with set-up, Contractor shall have project plans and specifications on site, and the work area will be secured with appropriate warning signs and barrier tape to TRFMA’s satisfaction.
- B. As appropriate, seal/enclose all electrical equipment (transformers, panels, etc.) with 6-mil poly and tape before setting up containment areas. Shut off all electrical panels and lock out the electric panel boxes. The Contractor shall be responsible for providing and maintaining all removal areas, decontamination units and field offices in a safe electrical condition for workers, employees and visitors. All electrical work and materials shall be installed in accordance with the national electric code and all other applicable codes. The Contractor shall retain the services of a licensed electrician who shall be responsible for identification, coordination, installation, and maintenance of temporary ground fault protected electrical power to equipment and circuits inside the work area and returning electrical power and equipment to their original state at the project conclusion. The Contractor shall supply power for the TRFMA’s use as necessary for area and clearance air monitoring.
- C. The Contractor shall establish minimum lighting requirements as follows: A minimum of 10 foot candles in the general work area and a minimum of 30 foot candles on working surfaces where removal or detailing work, or visual inspections by the Owner are taking place.
- D. Contractor shall seal off all doors, windows, vents or other air passages into the contained work area, except make-up air passages, with 6-mil poly as critical barriers.
- E. Contractor will provide and install Plexiglas windows at locations designated by the Owner. Vision windows shall be 18”x18” clear Plexiglas and shall not be blocked or obscured.
- F. Contractor shall seal off all electrical plugs, utility boxes, fire alarms, etc., with two layers of 6-mil poly and tape. (as necessary)
- G. Fire Protection and Prevention: Contractor shall provide as many stored pressure fire extinguishers as are necessary to ensure that no more than 75 feet exists between a fire extinguisher at any point within containments areas; and in no case shall there be less than two fire extinguishers on site.