

**SOLICITATION DOCUMENTS & SPECIFICATIONS
FOR**

**CAVE ROCK ESTATES GID STORMWATER SYSTEM
RETROFIT PROJECT
CAVE ROCK
DOUGLAS COUNTY, NEVADA
EIP 01.01.16**

**BY
NEVADA TAHOE CONSERVATION DISTRICT
400 DORLA COURT
ZEPHYR COVE, NEVADA 89448**

(775) 586-1610

**SOLICITATION DOCUMENTS & SPECIFICATIONS
FOR
CAVE ROCK ESTATES GID STORMWATER SYSTEM RETROFIT PROJECT
CAVE ROCK, DOUGLAS COUNTY, NEVADA**

INDEX

	Page No.
1. Notice to Contractors	N-1
2. Scope of Work	S-1
3. Instructions to Bidders	I-1 to I-2
4. Bid Proposal	P-1
5. Bid Schedule	P-2
6. Bid Summary	P-3
7. Bid Bond.....	P-4 to P-5
8. General Contractor Form.....	P-6
9. Five Percent List of Responsible Trades.....	P-7
10. Two Hour One Percent List of Responsible Trades.....	P-8
11. Affidavit of Non-Collusion.....	P-9
12. Certification of Bidder, Proposed Contractor or Subcontractor Regarding Debarment, Suspension, Ineligibility of Voluntary Exclusion	P-10
13. Certification of Bidder Regarding Penalties for Noncompliance with Nevada Prevailing Wage Requirements.....	P-11
14. Qualification of Bidder Certificate.....	P-12
15. Agreement Form	C-1 to C-5
16. Labor and Material Payment Bond	L-1 to L-2
17. Performance and Completion Bond.....	PB-1 to PB-2
18. Hazard Communication Form.....	H-1
19. Public Works Construction/Indemnification and Insurance Specifications - Exhibit A.....	(N-1)
20. Prevailing Wage Rates	Exhibit B
21. General Provisions	GP-1

INDEX (continued)

22. Special Technical Provisions and Attachments Exhibit C

23. Tahoe Regional Planning Agency (TRPA) Permit Exhibit D

24. Other Permits Exhibit E

NOTICE TO CONTRACTORS

1. Sealed proposals will be received in the Office of the Nevada Tahoe Conservation District at 400 Dorla Court, Zephyr Cove, Nevada, until **4:00 P.M. on July 17, 2014** for the **“CAVE ROCK ESTATES GID STORMWATER SYSTEM RETROFIT PROJECT, CAVE ROCK, DOUGLAS COUNTY, NEVADA”**. Such sealed proposals will be opened publicly at 4:05 P.M. the same day in the NTCN Conference Room, in the NTCN Office Building at 400 Dorla Court, Zephyr Cove, Nevada. The Nevada Tahoe Conservation District Board of Supervisors will consider award of the contract at a subsequently scheduled meeting.
2. To assure consideration, 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 Nevada Tahoe Conservation District 400 Dorla Court, Zephyr Cove, Nevada, and marked, **“CAVE ROCK ESTATES GID STORMWATER SYSTEM RETROFIT PROJECT.”**
3. No proposal will be considered unless accompanied by a cashier’s check, certified check, or bid bond in an amount equal to five percent (5%) of the bid, made payable to Nevada Tahoe Conservation District as provided for in the General Conditions. The Engineer’s estimate of cost for this project is between \$140,000 and \$180,000.
4. Project Contract Documents may be obtained at no cost at Nevada Tahoe Conservation District at 400 Dorla Court, Zephyr Cove, Nevada 89448.
5. Following receipt of written notification of contract award, the contractor shall execute and return the Agreement within ten (10) calendar days. The contract work shall be commenced upon receiving the NOTICE TO PROCEED. The Notice to Proceed will be issued by the NTCN after execution of the contract.
6. Contracts to work under this proposal will obligate the contractors and subcontractors not to discriminate in employment practices pursuant to Section 338.125 NRS. If the contract sum is \$100,000 or more, the Contractor must pay the prevailing wage rates pursuant to NRS Chapter 338, copies of which may be obtained at the Office of the Nevada State Labor Commission.
7. The Contractor shall visit the project site and familiarize himself with the scope of the Project **PRIOR TO SUBMITTING A BID. There will be an optional job walk for all interested contractors July 1, 2014 at 2:00pm. Please assemble at the existing detention pond at the bottom of Cave Rock Drive to meet with NTCN personnel and proceed to the site.** If the Contractor finds any errors, omissions, or discrepancies in the plans or specifications, he shall notify the Engineer immediately.
10. No work may be performed outside for the period between October 15 and May 1 without written permission from the TRPA.

SCOPE OF WORK

1. **WORK UNDER THIS CONTRACT:** includes but is not limited to, all material, labor, tools, expendable equipment, utility and transportation service, traffic control, signage, and all other incidental items necessary to perform and complete, in a workmanlike manner, the work described within and required for:
 - Construction special technical provisions as prepared by Nevada Tahoe Conservation District (NTCD).
 - Construction of Cave Rock Estates GID Stormwater System Retrofit Project improvements (refer to plans prepared by NTCD.)– including, but not limited to:
 1. Remove and replace existing 12” pipe from trench drain across Cave Rock Drive.
 2. Install a sediment trap and headwall for the 12” pipe
 3. Remove sediment and replace existing boards as needed in the existing sediment trap on the northeast section of the existing detention pond.
 4. Remove existing ground per plans and dispose of at an approved disposal site outside the Tahoe Basin.
 5. Grade site to design elevations.
 6. Install concrete wall with perforated riser and level spreader to allow stormwater to overflow into the proposed sand filter.
 7. Install pipes and concrete within the existing concrete emergency spillway to allow access for maintenance.
 8. Remove vegetation on the existing berm and within the basin per plans.
 9. Construct sand filter including all underdrain pipes, standpipes, gravel and sand per plan and make all necessary connections to the existing storm drain system to function properly.
 10. Provide temporary erosion control and perform traffic control.
 11. Haul any extra material to approved disposal site.
 12. Repair all existing site improvements damaged during the course of the work.
 13. If Bid Alternate is awarded, pave existing dirt parking area and construct concrete block storage bay.
 14. All work will be performed within the Cave Rock Estates General Improvement District on Douglas County Property at 1305 Cave Rock Drive Cave Rock Estates GID, Nevada.
 15. Work must be completed by October 15, 2014 unless written approval from TRPA is provided to NTCD by the Contractor.
2. **PRE-BID MEETING:** There will be an optional job walk for all interested contractors July 1, 2014 at 2:00pm. Please assemble at the existing detention pond located at 1305 Cave Rock Drive to meet with NTCD personnel and proceed to the site. A second pre-bid meeting may be scheduled at the discretion of NTCD.
3. **CONFORM WITH THE FOLLOWING SCHEDULE:** Work must be completed by October 15, 2014 unless written approval from TRPA is provided to NTCD by the Contractor. If the construction schedule cannot be completed within the scheduled time due to circumstances beyond the Contractor’s control, the construction schedule can be extended through a revised schedule established at the discretion of Nevada Tahoe Conservation District and retention shall be held until construction work is completed.
4. **PERMITS AND LICENSES:** NTCD will provide the Tahoe Regional Planning Agency (TRPA) and Douglas County permits. It is anticipated that no other permits will be necessary.
5. **UTILITIES:** There is no known utilities in the project site and general locations of existing known utilities are shown on the plans. However, it is the contractors responsibility to verify the utility locations and contact the engineer if any discrepancies are found between the plans and what is verified in the field. Coordinate with the Engineer and utilize call before you dig, underground services prior to any work on site.
6. **BID IRREGULARITIES:** The NTCD 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 NTCD reserves the right to waive provisions of the specifications relating to said minor irregularities of informalities.

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 therefore in these Solicitation Documents, 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 "**CAVE ROCK ESTATES GID STORMWATER SYSTEM RETROFIT PROJECT**", and it shall be addressed to the Nevada Tahoe Conservation District, 400 Dorla Court, Zephyr Cove, Nevada 89448.
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. An optional pre-bid meeting will be held at 2:00 P.M. on July 1, 2014 at the entrance to Cave Rock GID, Nevada.
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 NTC D, who will send a written instruction to all bidders. Neither NTC D nor the Engineer will be responsible for any oral instructions.
6. Any written instructions, bulletins or drawings issued to bidders by NTC D or Engineer 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 Nevada Tahoe Conservation District as provided in the General Conditions. The Engineer's estimate of cost for this project is between \$140,000 and \$180,000.
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 NTC D after execution of the contract, and confirm the date by which work under the contract must commence. The contract work shall commence on or about August 1, 2014. Work shall be completed by October 15, 2014.
10. 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, FIVE HUNDRED DOLLARS (\$500.00) for each day required to complete the work in addition to the period of time hereinbefore set forth.
11. 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 by the successful contractor in accordance with the forms as shown on Pages L-1 through L-2 and PB-1 through PB-2 herein. Said bonds shall be in favor of "Nevada Tahoe Conservation District, a political subdivision of the State of Nevada".
12. Bidders attention is directed to the Insurance Specifications attached as Exhibit "A". The successful bidder shall be required to comply with such provisions.

13. NTCD 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, NTCD 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 Contractor and subcontractors not to discriminate in employment practices pursuant to NRS 338.125. Further, in the event the contract sum is \$100,000 or more, the Contractor must pay the prevailing wage rates pursuant to NRS Chapter 338, copies of which are available at the office of the Nevada State Labor Commission and provided in Exhibit "B".
15. Attorneys-in-fact who sign contract bonds must file with each bond a certified and effectively dated copy of their Power of Attorney.
16. Award of the contract will be made to the lowest, responsive, and responsible bidder as determined by the NTCD in compliance with the bid documents and which, in the NTCD's sole judgment, best meet the NTCD's needs. In the event that additive alternate and/or optional bid items are requested by the NTCD, in determining the low bid, the NTCD reserves the right, within its sole judgment and discretion, to make the award of the base bid alone, or of the base bid with alternates and any combination or order of additive optional bid items which represent the lowest overall bid combining the base bid, alternates and optional bid items selected by the NTCD. The selected combination and/or order of any additive alternate bid items along with the base bid shall be final at the time of award.
17. Each Contractor, subcontractor and other person who provides labor, equipment, materials, supplies or services for the public work must comply with the requirements of all applicable state and local laws, including without limitation, any applicable licensing requirements and requirements for the payment of sales and use taxed on equipment, materials and supplies provided for the public work.
18. Bidders attention is directed to the Public Works Prevailing Wage Specifications attached as Exhibit "B". The successful bidder shall be required to comply with such provisions.

BID PROPOSAL

NEVADA TAHOE CONSERVATION DISTRICT
400 Dorla Court
Zephyr Cove, Nevada 89448

Gentlemen:

I (we) hereby submit my (our) proposal for the **“CAVE ROCK ESTATES GID STORMWATER SYSTEM RETROFIT PROJECT”**.

In compliance with your published Notice to Contractors, the undersigned as bidder declares that he has carefully examined the location of the proposed work and the Plans and Specifications, including the Special Technical Provisions and the Standard Specifications for Public Works Construction (Washoe County “Orange Book”) therefore, together with addenda numbered _____ through _____, and I (we) propose and agree that if this proposal is accepted, I (we) will contract with the Nevada Tahoe Conservation District (NTCD) to provide all necessary labor, machinery, tools, apparatus, and other means of construction, and do all the work and furnish all the materials required to complete construction of the project, in a satisfactory manner at the prices stated in the bid proposal.

Construction shall be in strict conformity with the 100% Design Plans, Special Technical Provisions, Specifications, and contract documents prepared therefore, which hereby are made a part of this proposal.

The bidder proposes and agrees to contract with NTCD to furnish and perform all of the described work, including subsidiary obligations as defined in said contract documents and specifications and to complete the work in the manner and within the time limits set forth in the Contract Documents.

The bidder understands that the following quantities are approximate, only being given as a basis for the comparison of Proposals; and that NTCD does not expressly or by implication agree that the actual amount of work will correspond therewith, but reserves the right to increase or decrease the amount of work as may be deemed necessary or advisable by the Engineer.

BID SCHEDULE

CAVE ROCK ESTATES GID STORMWATER SYSTEM RETROFIT PROJECT

BASE BID: Cave Rock Estates GID Stormwater System Retrofit Project construction per bid items. All required equipment, personnel, sweeping, traffic control, public notification, and signage for the complete project shall be part of the unit prices.

All items not covered by in the Plans, Special Provisions, and Special Technical Provisions but are necessary for completion of the project are incidentals to the listed Bid Items.

Item No.	Bid Item	Unit	Quantity	Cost/Unit	Total
1	Mobilization/Demobilization	LS	1		
2	Temporary BMPS	LS	1		
3	Rock Work	LS	1		
4	Sand Filter Construction	LS	1		
5	Settling Pond Construction	LS	1		
6	Remove and Replace 12" Inlet Pipe and AC Pavement	LS	1		
7	Inlet Sediment Trap and Headwall	EA	1		
8	Repair Forebay	EA	3		
9	Concrete Wall	LS	1		
10	Perforated Riser	EA	1		
11	Overflow Standpipe	EA	1		
12	Emergency Overflow	LS	1		
13	Retrofit Existing Outlets	LS	1		
14	Vegetation Removal	LS	1		
15	Clean Existing Inlets, Outlets, and Sediment Cans	LS	1		
16	Revegetation	LS	1		

BASE BID TOTAL (in numerals) _____

BASE BID TOTAL (in words) _____

BID ALTERNATE ITEM

CAVE ROCK ESTATES GID STORMWATER SYSTEM RETROFIT PROJECT

ALTERNATE ITEM BID: Cave Rock Estates GID Stormwater System Retrofit Project construction alternate bid items. All required equipment, personnel, sweeping, traffic control, public notification, and signage for the complete project shall be part of the unit prices.

All items not covered by in the Plans, Special Provisions, and Special Technical Provisions but are necessary for completion of the project are incidentals to the listed Bid Items.

Item No.	Bid Item	Unit	Quantity	Cost/Unit	Total
17	Pave Parking Bed Filter Maintenance Area	SF	2,580		
18	Interlocking Concrete Block Bay	LS	1		

ALTERNATE BID TOTAL (in numerals) _____

ALTERNATE BID TOTAL (in words) _____

BID SUMMARY

CAVE ROCK ESTATES GID STORMWATER SYSTEM RETROFIT PROJECT

TOTAL BID: \$ _____

The unit prices above shall be the basis of determining the amount paid for the completed project including any increased or decreased quantities authorized by the Engineer.

If the undersigned be notified of the acceptance of his proposal, he agrees to execute the Agreement within ten (10) calendar days for the work covered in his proposal for the above stated prices as full compensation for furnishing all materials and labor, and doing all of the work, in strict accordance with the contract documents, to the satisfaction of the Engineer.

The undersigned further agrees to commence the work within the time stated in the Notice to Proceed and to complete the work specified within the time stated in the Agreement.

The undersigned states that he has a thorough understanding of the conditions embodied in the contract documents and specifications.

Name of Firm _____

By _____

Address _____

Phone _____

Fax _____

Email _____

Nevada Contractor's License
No. _____

Date _____

WITNESS

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 Nevada Tahoe Conservation District, as NTCD, 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 _____, 2014.

The conditions of the above obligation is such that whereas the Principal has submitted to NTCD, a certain bid, attached hereto and hereby made a part hereof, to enter into a Contract in writing for the **“CAVE ROCK ESTATES GID STORMWATER SYSTEM RETROFIT PROJECT.”**

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 a Contract in the form of contract attached hereto (properly completed in accordance with said Bid) and shall furnish a Bond for his Faithful Performance of said Contract, and 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 NTCD, 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 NTCD 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 DOUGLAS)

On this _____ day of _____, 2014, 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 DOUGLAS)

On this _____ day of _____, 2014, 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

Surety's Licensed Nevada Agent:

Company Name

Address

Telephone

By: _____
(Note: Signature to be Notarized)

Type: _____

Bond No. _____

Subscribed and sworn to before me this _____ day of _____, 2014.

Notary Public

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

FIVE PERCENT LIST OF RESPONSIBLE TRADES

PURSUANT TO NRS 338 PRIME CONTRACTORS MUST LIST THE WORK THEY INTEND ON COMPLETING THAT MEETS THE REQUIREMENTS OF 5% ON THIS FORM

List below the name, address and contractor's license number for each company by trade who will provide labor or a portion of the work on this project for which the company will be paid an amount exceeding five percent (5%) of the prime contractor's total bid. (Attach additional sheets if necessary.)

Trade (type of work)	Name/Address	License No.
1. _____	_____ _____ _____	_____
2. _____	_____ _____ _____	_____
3. _____	_____ _____ _____	_____
4. _____	_____ _____ _____	_____
5. _____	_____ _____	_____

Note: Within 2 hours after bid opening, the bidders who submitted the three lowest bids must submit a list of the name and contractor's license number of each contractor who will provide labor or a portion of the work on the project for which he will be paid an amount exceeding one percent (1%) of the contractor's total bid or \$50,000, whichever is greater. A bidder who fails to submit the lists as required herein within the time prescribed herein shall be deemed not responsive. The bidder is hereby notified that the prime contractor must include his name on the list required by NRS 338.141(3) if he is to perform any of the work that is required to be listed. The prime contractor's bid will be deemed not responsive for failure to comply with this statutory requirement.

A bidder whose bid is accepted may not substitute subcontractors named in the bid or listed within 2 hours after bid opening, except as provided in NRS 338.141

TWO HOUR ONE PERCENT LIST OF RESPONSIBLE TRADES

PURSUANT TO NRS 338 PRIME CONTRACTORS MUST LIST THE WORK THEY INTEND ON COMPLETING THAT MEETS THE REQUIREMENTS OF 1% ON THIS FORM

List below the name, address and contractor's license number for each company by trade who will provide labor or a portion of the work on this project for which the company will be paid an amount exceeding one percent (1%) of the prime contractor's total bid. (Attach additional sheets if necessary.)

Trade (type of work)	Name/Address	License No.
1. _____	_____ _____ _____	_____
2. _____	_____ _____ _____	_____
3. _____	_____ _____ _____	_____
4. _____	_____ _____ _____	_____
5. _____	_____ _____ _____	_____

Note: Within 2 hours after bid opening, the bidders who submitted the three lowest bids must submit a list of the name and contractor's license number of each contractor who will provide labor or a portion of the work on the project for which he will be paid an amount exceeding one percent (1%) of the prime contractor's total bid or \$50,000, whichever is greater. A bidder who fails to submit the lists as required herein within the time prescribed herein shall be deemed not responsive. The bidder is hereby notified that the prime contractor must include his name on the list required by NRS 338.141(3) if he is to perform any of the work that is required to be listed. The prime contractor's bid will be deemed not responsive for failure to comply with this statutory requirement.

A bidder whose bid is accepted may not substitute subcontractors named in the bid or listed within 2 hours after bid opening, except as provided in NRS 338.141.

Nevada Tahoe Conservation District, FAX (775) 586-1612

AFFIDAVIT OF NONCOLLUSION

State of _____)
) SS
County of _____)

I, _____ (Name of party signing this affidavit and the Proposal Form),
_____ (title), under penalty of perjury, being duly sworn, depose and

say: That _____ (name of person, firm, association, or corporation) has not, either directly or indirectly, entered into agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with this Contract.

Signature

Title

SUBSCRIBED AND SWORN to before me
this _____ day of _____, _____.

NOTARY PUBLIC

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

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

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

Name of Bidder, Proposed Contractor or Subcontractor

Name and Title of Authorized Representative

Signature

Date

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

The undersigned bidder, proposed contractor or subcontractor certifies that:

1. This contract is for a public work as set forth in Nevada Revised Statutes Chapter 338.
2. A contractor engaged on public works shall forfeit, as a penalty to the public body on behalf of which the contract has been made and awarded to the contractor, not less than \$20 nor more than \$50 for each calendar day or portion thereof that each workman employed on the public work:
 - a) Is paid less than the designated rate for any work done under the contract, by the contractor or any subcontractor under him;
 - b) Is not reported accurately to the public body awarding the contract as required pursuant to NRS 338.070.
3. If a penalty is imposed pursuant to this section, the costs of the proceeding, including investigative costs and attorney's fees, may be recovered by the Labor Commissioner.

Name of Bidder

Name and Title of Authorized Representative

Signature

Date

QUALIFICATION OF BIDDER CERTIFICATE

The undersigned bidder, proposed contractor or subcontractor certifies, that they are qualified to do the Glenbrook Creek Restoration Project and associated revegetation as described in Section 105 CONTRACTOR QUALIFICATIONS of the Special Technical Provisions and submitted all qualification as stated in 105.01 Description together with the bid document.

Contractor Qualifications _____

Name of Bidder, Proposed Contractor or Subcontractor

Name and Title of Authorized Representative

Signature

Date

AGREEMENT FORM

THIS AGREEMENT, made and entered into this _____ day of _____, 2014, by and between the NEVADA TAHOE CONSERVATION DISTRICT, a political subdivision of the State of Nevada, acting through its Board of Supervisors, hereinafter called the "NTCD" and _____

General Contractor, Nevada State License No. _____, hereinafter called the "Contractor".

W I T N E S E T H :

That the NTCD 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 described in the Specifications entitled "**CAVE ROCK ESTATES GID STORMWATER SYSTEM RETROFIT PROJECT, CAVE ROCK GID, DOUGLAS COUNTY, NEVADA**", prepared by the Nevada Tahoe Conservation District, 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 Three-hundred twenty-five (325) working days from the date that the Contractor is issued the Notice to Proceed.

The date specified in the Notice to Proceed shall be the effective date of this Agreement.

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, FIVE HUNDRED DOLLARS and NO CENTS (\$500.00) for each work day required to complete the work in addition to the period of time hereinbefore set forth.

In the event that the NTCD has failed to appropriate or budget funds for the purposes specified in this agreement, or that NTCD has been required (in its sole judgment) to amend previous appropriations or budgeted amounts to eliminate or reduce funding for the purposes in this agreement, this agreement shall be terminated without penalty, charge or sanction.

Article 3. Contract Time Extensions. All claims for extensions of time shall be made in writing to the Engineer 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 NTCD or the 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 NTCD 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 NTCD agrees to compensate the Contractor for any damage resulting from any affirmative, willful act in bad faith performed by the NTCD or its 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. 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 information, 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, or 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 NTCD, which do not prevent the completion of the whole work within the contract time.

Article 4. Progress Payments. If acceptable progress has been made, the NTCD shall, once each month, 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 NTCD 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 there from 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.

NTCD 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 NTCD 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 NTCD 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 NTCD for a final inspection and acceptance of the work; if, in the NTCD's opinion, all provisions of the Construction Specifications and Agreement have been satisfied, the NTCD will cause a Notice of Completion to be filed with the Douglas County 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 NTCD, 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 unless any of the following conditions exist to allow withholding of payment: (a) claims, liens or outstanding debt have been filed against the Contractor or against the work because of Contractor or its agents; (b) claims or demands by NTCD including those involving: disputes about the Contract, Contractor or subcontractor compliance with applicable codes and laws, the work, time or liquidated damages; (c) amounts required by law to be retained by the NTCD. Contractor shall submit proof satisfactory to the NTCD 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 NTCD 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 Engineer 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, before this contract becomes effective, furnish the NTCD a Performance and Completion Bond and a Labor and Material Payment Bond, furnished by a company or companies acceptable to the NTCD, 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 and faithful performance of the contract in accordance with the plans, specifications and conditions of the contract in accordance with the Contract Documents and this Agreement and further conditioned upon the guarantee of said work for a period of one (1) year from the date the work is completed and accepted by NTCD. The Labor and Material Payment Bond is solely for the protection of claimants supplying labor or materials to the contractor to whom the contract was awarded and shall be conditioned upon the Contractor's obligation to pay for all materials and labor provided on the work. (See NRS 339.025)

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), which are by this reference hereby incorporated into this Agreement and they are as fully a part of the Agreement as if hereto attached or herein repeated:

- o Notice to Contractors

- Scope of Work
- Instructions to Bidders
- Bid Proposal
- Bid Schedule
- Bid Summary
- Bid Bond
- General Contractor Information Form
- Five Percent List of Responsible Trades
- Two Hour One Percent List of Responsible Trades
- Affidavit of Non-Collusion
- Certification of Bidder, Proposed Contractor or Subcontractor Regarding Debarment, Suspension, Ineligibility or Voluntary Exclusion
- Certification of Bidder Regarding Penalties for Noncompliance with Nevada Prevailing Wage Requirements
- Agreement Form
- Labor & Material Payment Bond
- Performance and Completion Bond
- Hazard Communication Program Contractor Communication Form
- Special Provisions to the Standard Specifications for Public Works Construction, 2012, or latest edition, including Special Technical Provisions for **Cave Rock Estates GID Stormwater System Retrofit Project** prepared by NTCD
- General Provisions of the Standard Specifications for Public Works Construction, 2012, or latest edition, including supplemental General Provisions attached to this document
- Exhibit A - Public Works Construction/Indemnification and Insurance Specifications
- Exhibit B - Prevailing Wage Rates
- Exhibit C – Special Technical Provisions by NTCD
- Exhibit D - TRPA Permit
- Exhibit E – Other Permits
- Addenda
- Change Orders
- Construction Change Directives
- Any amendments made hereto

In the event of any conflict between any of the Contract Documents, this contract shall be governed in accordance with the following order:

- a) This Agreement
- b) Drawings
- b) Special Technical Provisions by NTCD
- c) Detail Specifications
- d) General Provisions (Orange Book)

Article 9. Nondiscrimination. In accordance with NRS 338.125, 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, sexual orientation or age, including, without limitation, with regard to 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, without limitation, apprenticeship. The Contractor further agrees to insert this provision in all subcontracts hereunder, except subcontracts for standard commercial supplies or raw materials. Any violation of this article constitutes a material breach of the Contract.

Article 10. Veteran’s Preference. As provided in NRS 338.130, Contractor agrees as follows:

1. When persons are employed in the performance of this contract or in the construction of this public work, employment preference will be given, the qualifications of the applicants otherwise being equal:

- (a) First: To persons who:

(1) Have been honorably discharged from the Army, Navy, Air Force, Marine Corps or Coast Guard of the United States, a reserve component thereof or the National Guard; and

(2) Are citizens of the State of Nevada.

(b) Second: To other citizens of the State of Nevada.

NOTICE TO CONTRACTORS:

If the provisions of NRS 338.130 (dealing with Preferential Employment in Construction of Public Works) are not complied with by the contractor engaged on the public work, THE CONTRACT IS VOID, and any failure or refusal to comply with any of the provisions of this section renders any such contract void. All boards, commissions, officers, agents and employees having the power to enter into contracts for the expenditure of public money on public works such as this contract shall file in the Office of the Labor Commissioner the names and addresses of all contractors holding contracts with the public body, and upon the letting of new contracts, the names and addresses of such new contractors must likewise be filed with the Labor Commissioner. Upon the demand of the Labor Commissioner, contractor shall furnish a list of the names and addresses of all subcontractors employed by the contractor engaged on a public work. Subject to the exceptions contained in NRS 338.130, no money may be paid out of the treasury of NTCD to any person employed on any work mentioned in this section unless there has been compliance with the provisions of this section. Any contractor engaged on a public work or any other person who violates any of the provisions of this section is guilty of a misdemeanor.

Article 11. Prevailing Wage Rates. In the event that the Contract sum as listed above exceeds One Hundred Thousand Dollars (\$100,000.00) or more due to a change order, Contractor agrees that it shall pay the prevailing wage rates in effect at the time of the bid to the persons who are entitled to such wages as determined by the regulations of the labor commissioner. This applies to the entire contract period. Further, and in accordance with NRS 338.060, Contractor shall forfeit as a penalty to the NTCD, Twenty to Fifty Dollars (\$20.00 - \$50.00) for each worker employed for each calendar day or portion thereof that such worker is paid less than the designated rate for any work done under the Agreement by him or any subcontractor under him. The exact amount of the penalty is determined by the labor commissioner's regulations. In addition, Contractor shall keep accurate records showing the name, occupation and actual per diem wages and benefits paid to each worker employed by him in connection with this project. The records shall be open to inspection by the NTCD, its officers and agents at all reasonable hours. No provision of this Contract shall be construed to excuse any duty either Party has under the prevailing wage laws of Nevada. (NRS 338.010 et.seq.)

Article 12. Indemnification/Insurance. NTCD 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.

Article 13. Alternative Dispute Resolution. NRS 338.150 requires that a method of alternate dispute resolution be utilized to resolve any disputes that arise between the public body and the contractor engaged on a public work before initiation of a judicial action. The parties agree to submit any dispute that arises under this contract to a mutually agreeable alternative dispute resolution method prior to the initiation of a judicial proceeding. In addition, it is further agreed that neither party is entitled to an award of attorney's fees from the opposing party as a result of the outcome of an alternative dispute resolution method or a judicial proceeding even if the party is considered to be a prevailing party.

Article 14. Termination. In addition to the other provisions of this Agreement, NTCD 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 NTCD in accordance with this provision, NTCD agrees to pay Contractor for all work satisfactorily completed and for materials installed prior to the date of termination.

Article 15. Laws 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 payment of sales and use taxes on equipment, materials and supplies provided for the work. In addition, the parties to this contract agree and stipulate that the venue for any dispute arising under this Agreement will be in a court of competent jurisdiction in Douglas County, Nevada.

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

NEVADA TAHOE CONSERVATION DISTRICT, by:

GLEN SMITH, Chairman
NEVADA TAHOE CONSERVATION DISTRICT

STATE OF NEVADA)
) SS:
COUNTY OF DOUGLAS)

On this _____ day of _____, 2014, before the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, personally appeared before me _____, as Chairman of the Nevada Tahoe Conservation District Board of Supervisors, whose name is subscribed to the above agreement, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC

CONTRACTOR

STATE OF NEVADA)
) SS:
COUNTY OF DOUGLAS)

On this _____ day of _____, 2014, before the undersigned, a Notary Public in and for the County of Douglas, State of Nevada, personally appeared before me _____, General Contractor, whose name is subscribed to the above agreement, and who acknowledged to me that he executed the same freely and voluntarily and for the uses and purposes therein mentioned.

NOTARY PUBLIC

LABOR AND MATERIAL PAYMENT BOND
FOR PUBLIC WORKS REQUIRED 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 NEVADA TAHOE CONSERVATION DISTRICT, a political subdivision of the State of Nevada, as Obligee, hereinafter called "NTCD", 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 NTCD 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 by written agreement dated _____, entered into contract with NTCD for "CAVE ROCK ESTATES GID STORMWATER SYSTEM RETROFIT PROJECT" 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 NTCD 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.

THIS BOND is executed for the purpose of complying with the laws of the State of Nevada as contained in Chapter 339 of Nevada Revised Statutes and all acts amendatory thereof and supplemental thereto, 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, in accordance with provisions of Chapter 339 of Nevada Revised Statutes.

Any suit or action brought on this bond shall be maintained in accordance with provisions as set forth in Chapter 339 of NRS, and all acts amendatory thereof and supplemental to.

IN WITNESS WHEREOF, the above bounden Principal and the above bounden Surety have hereunto set their hands and seal, this _____ day of _____, ____.

PRINCIPAL: _____

By: _____

(Note: Signature to be notarized)

Type: _____

Title: _____

State of Nevada Contractor's License #

Subscribed and sworn to before me this
_____ day of _____, ____.

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):

\$ _____

Subscribed and sworn before me this _____ day of _____, ____.

Notary Public

Surety's Licensed Nevada Agent:

Company Name

Address

Telephone

By: _____

(Note: Signature to be Notarized)

Type: _____

Bond No. _____

Subscribed and sworn to before me this _____ day of _____, ____.

Notary Public

PERFORMANCE AND COMPLETION BOND
FOR PUBLIC WORKS REQUIRED 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 NEVADA TAHOE CONSERVATION DISTRICT, a political subdivision of the State of Nevada, as Obligee, hereinafter called "NTCD", in the amount of _____ Dollars (\$_____) said sum being 100% of the contract amount payable by the NTCD 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 by written agreement dated _____, entered into contract with NTCD for "**CAVE ROCK ESTATES GID STORMWATER SYSTEM RETROFIT PROJECT**" 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 by the Nevada Revised Statutes 339.025, and all acts amendatory thereof and supplemental thereto, 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 NTCD 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 NTCD 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 one (1) year from the date of the work contracted to be performed is completed and accepted by NTCD, 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 NTCD, 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 twenty (20) days after notice thereof from the NTCD, 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 NTCD 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 NTCD; and that the due execution and delivery hereof is condition precedent to liability on the part of the NTCD, 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 NTCD.

IN WITNESS WHEREOF, the above bounden Principal and the above bounden Surety have hereunto set their hands and seal, this _____ day of _____, _____.

PRINCIPAL: _____

By: _____

(Note: Signature to be Notarized)

Type: _____

Title: _____

State of Nevada Contractor's License #

Subscribed and sworn to before me this
_____ day of _____, _____.

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):

\$ _____

Subscribed and sworn before me this _____ day of _____, _____.

Notary Public

Surety's Licensed Nevada Agent:

Company Name

Address

Telephone

By: _____

(Note: Signature to be Notarized)

Type: _____

Bond No. _____

Subscribed and sworn to before me this _____ day of _____, _____.

Notary Public

***** SAMPLE *****
NEVADA TAHOE CONSERVATION DISTRICT

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 Department and the Contractor. This form is designed to satisfy those communication requirements.

Project Name/Location: **“CAVE ROCK ESTATES GID STORMWATER SYSTEM RETROFIT PROJECT, CAVE ROCK GID, DOUGLAS COUNTY, NEVADA”**

Contractor: _____

Subcontractor: _____

Nature of work to be completed: _____

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

<u>Chemical Used or Stored 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 “NTCD HAZARD COMMUNICATION” located in the office of the Nevada Tahoe Conservation District.

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 Department 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

Exhibit A

PUBLIC WORKS CONSTRUCTION/INDEMNIFICATION AND INSURANCE SPECIFICATIONS FOR CAVE ROCK ESTATES GID STORMWATER SYSTEM RETROFIT PROJECT

INTRODUCTION

NTCD has established specific indemnification, insurance, and safety requirements for public works construction contracts to help assure that reasonable insurance coverage is purchased and safe working conditions are maintained. Indemnification and hold harmless clauses are intended to assure that CONTRACTOR accepts and is able to pay for the loss or liability related to its activities.

BIDDERS' ATTENTION IS DIRECTED TO THE INSURANCE REQUIREMENTS BELOW. IT IS HIGHLY RECOMMENDED THAT BIDDERS CONFER WITH THEIR RESPECTIVE INSURANCE CARRIERS OR BROKERS TO DETERMINE IN ADVANCE OF BID SUBMISSION THE AVAILABILITY OF INSURANCE CERTIFICATES AND ENDORSEMENTS AS PRESCRIBED AND PROVIDED HEREIN. IF ANY APPARENT LOW BIDDER FAILS TO COMPLY STRICTLY WITH THE INSURANCE REQUIREMENTS, THAT BIDDER MAY BE DISQUALIFIED FROM AWARD OF THE CONTRACT.

INDEMNIFICATION AGREEMENT

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

CONTRACTOR must either defend NTCD or, upon determination that the work performed by CONTRACTOR was negligent in any manner or that CONTRACTOR failed to perform any duty set forth in this Agreement, pay NTCD'S costs related to the investigation and defense of any claim, demand, action, or cause of action.

If NTCD's personnel are involved in defending such actions, CONTRACTOR shall reimburse NTCD for the time spent by such personnel at the actual cost incurred by NTCD for such services.

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

GENERAL REQUIREMENTS

CONTRACTOR shall purchase Industrial Insurance, General Liability, Automobile Liability, Property Insurance and Professional Insurance as described below. The cost of such insurance shall be included in the CONTRACTOR'S bid.

INDUSTRIAL INSURANCE

It is understood and agreed that there shall be no Industrial Insurance coverage provided for CONTRACTOR or any Subcontractor by NTCD. CONTRACTOR agrees, as a precondition to the performance of any work under this Agreement and as a precondition to any obligation of the NTCD to make any payment under this Agreement to provide NTCD with a certificate issued by an insurer in accordance with NRS 616B.627 and with certificates of an insurer showing coverage pursuant to NRS 617.210 for CONTRACTOR and all subcontractors.

If CONTRACTOR or Subcontractor is unlicensed and is a sole proprietor, coverage for the sole proprietor must be purchased and evidence of coverage must appear on the Certificate of Insurance. Such requirement may be waived for a sole proprietor who does not use the services of any employees, subcontractors, or independent contractors and completes an Affirmation of Compliance pursuant to NRS 616B.627(2).

It is further understood and agreed by and between NTCD and CONTRACTOR that CONTRACTOR shall procure, pay for, and maintain the above mentioned industrial insurance coverage at CONTRACTOR'S sole cost and expense.

Should CONTRACTOR be self-funded for Industrial Insurance, CONTRACTOR shall so notify NTCD in writing prior to the signing of this Agreement. NTCD reserves the right to approve said retentions, and may request additional documentation, financial or otherwise, for review prior to the signing of this Agreement.

MINIMUM LIMITS OF INSURANCE

CONTRACTOR shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall be increased to equal twice the required occurrence limit or revised to apply separately to each project or location.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage covering "Any Auto". No aggregate limits may apply.
3. Professional Errors and Omissions as required by Risk Manager, \$0.

The General Contractor shall provide, at its sole cost and expense, maintaining during the entire term of this Agreement, a policy of commercial general liability insurance naming CAVE ROCK ESTATES GID as an additional insured covering the premises (including the land, equipment, controls and other facilities) insuring against the risks of death, bodily injury, property damage and personal injury liability arising out of or in connection with the use of the roads on the Premises, including roads used for traffic diversion purposes in connection with the Project, for the purposes authorized by this Agreement. Such insurance shall provide not less than the following limits: One Million Dollars (\$1,000,000.00) with respect to bodily injury or death to any one person; Two Million Dollars (\$2,000,000.00) with respect to bodily injury or death arising out of any one (1) occurrence; and One Million Dollars (\$1,000,000.00) with respect to property damage or other loss arising out of any one (1) occurrence. The insurance required under this Agreement shall (a) be issued by insurance companies authorized to do business in the State of Nevada, with classification of at least A and a financial rating of XI or better as rated in the most current issue of "Best's Key Rating Guide," and (b) contain an endorsement requiring thirty (30) days' written notice from the insurance company to all additional insureds before cancellation or change in the coverage, scope, or amount of the policy.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductibles or self-insured retentions must be declared to and approved by the NTCD. NTCD reserves the right to request additional documentation, financial or otherwise, prior to giving its approval of the deductibles and self-insured retention and prior to executing the underlying agreement. Any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy, must be approved by the NTCD prior to the change taking effect.

OTHER INSURANCE PROVISIONS

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

1. General Liability and Automobile Liability Coverages

- a. NTCD, its officers, agents, employees, and volunteers are to be included as insureds as respects damages and defense arising from: activities performed by or on behalf of CONTRACTOR, including the insured's general supervision of CONTRACTOR; products and completed operations of CONTRACTOR; premises owned, occupied, or used by CONTRACTOR; or automobiles owned, leased, hired, or borrowed by the CONTRACTOR. The coverage shall contain no special limitations on the scope of protection afforded to the additional insureds nor shall the rights of the additional insureds be affected by the insured's duties after an accident or loss.
- b. CONTRACTOR'S insurance coverage shall be primary insurance as respects NTCD, its officers, agents, employees, and volunteers. Any insurance or self-insurance maintained by NTCD, its officers, employees, or volunteers shall be excess of CONTRACTOR'S insurance and shall not contribute with it in any way.
- c. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to NTCD, its officers, agents, employees, or volunteers.
- d. CONTRACTOR'S insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- e. CONTRACTOR'S insurance shall issue a Waiver of Subrogation endorsement.

2. Property Coverages

CONTRACTOR shall provide builders risk insurance on an "All Risk" basis on a policy form satisfactory to NTCD. The limit of coverage will be the amount necessary to cover the bid value of any structures in the Contract or other value determined by NTCD. CONTRACTOR shall provide boiler and machinery insurance coverage or other forms of property insurance as appropriate for the project. If the project is in a flood plain, NTCD reserves the right to require flood coverage at CONTRACTOR'S expense. Losses paid under any property insurance policy or policies shall be paid directly to NTCD by the insurer(s).

3. All Coverages

Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, or non-renewed by either CONTRACTOR or by the insurer, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to NTCD except for nonpayment of premium.

ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a Best's rating of no less than A-: VII. NTCD, with the approval of the Risk Manager, may accept coverage with carriers having lower Best's ratings upon review of financial information concerning CONTRACTOR and insurance carrier. NTCD reserves the right to require that CONTRACTOR'S insurer be a licensed and admitted insurer in the State of Nevada, or on the Insurance Commissioner's approved but not admitted list.

VERIFICATION OF COVERAGE

CONTRACTOR shall furnish NTCD with certificates of insurance and with original endorsements affecting coverage required by this exhibit. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. **All certificates and endorsements are to be addressed to the NTCD and be received and approved by NTCD before work commences.** NTCD reserves the right to require complete certified copies of all required insurance policies at any time.

SUBCONTRACTORS

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

MISCELLANEOUS CONDITIONS

1. CONTRACTOR shall be responsible for and remedy all damage or loss to any property, including property of NTCD, caused in whole or in part by CONTRACTOR, any Subcontractor, or anyone employed, directed, or supervised by CONTRACTOR.
2. Nothing herein contained shall be construed as limiting in any way the extent to which CONTRACTOR may be held responsible for payment of damages to persons or property resulting from its operations or the operations of any Subcontractors under it.
3. In addition to any other remedies NTCD may have if CONTRACTOR fails to provide or maintain any insurance policies or policy endorsements to the extent and within the time herein required, NTCD may, at its sole option:
 - a. Purchase such insurance to cover any risk for which NTCD may be liable through the operations of CONTRACTOR under this Agreement and deduct or retain the amount of the premiums for such insurance from any sums due under the Agreement;
 - b. Order CONTRACTOR to stop work under this Agreement and/or withhold any payments which become due CONTRACTOR here under until CONTRACTOR demonstrates compliance with the requirements hereof; or,
 - c. Terminate the Agreement.

SAFETY PROGRAM

CONTRACTOR shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work.

CONTRACTOR shall take all necessary precautions for the safety of, and shall provide all necessary protection to prevent damage, injury, or loss to:

1. All employees on the work site and all other persons who may be affected thereby.
2. All the work, materials, and equipment to be incorporated therein, whether in storage on or off the site.
3. Other property at the site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.

CONTRACTOR shall comply with all applicable laws, ordinances, rules, regulations, and others of any public authority having jurisdiction for the safety of persons or property or to protect them from damage, injury, or loss. He shall erect and maintain, as required by existing conditions and progress on the work, all necessary safeguards for safety and protection, including posting danger signs, other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent utilities. CONTRACTOR shall comply with OSHA'S Hazard Communication Standards.

CONTRACTOR shall designate a responsible member of its organization at the site whose duty shall be the prevention of accidents. This person shall be CONTRACTOR'S superintendent unless otherwise designated in writing by CONTRACTOR to the Owner and the Engineer.

Exhibit B

2014 PREVAILING WAGE RATES For DOUGLAS COUNTY

**Shall be
Obtained at**

**http://www.laborcommissioner.com/prevailingwage_2014counties.html
By Contractor for utilization**

Hard copies or questions call the Nevada Labor Commission @ 775-687-6409

DATE OF DETERMINATION: October 1, 2013

**APPLICABLE FOR PUBLIC WORKS PROJECTS BID/AWARDED OCTOBER 1, 2013
THROUGH SEPTEMBER 30, 2014***

*Pursuant to NAC 338.040(3), "After a contract has been awarded, the prevailing rates of wages in effect at the time of the opening of bids remain in effect for the duration of the project."

As Amendments/Addenda are made to the wage rates, such will be posted to sites of the respective counties. Please review regularly for any amendments posted or contact our offices directly for further assistance with any amendments to the rates.

GENERAL PROVISIONS

The “Standard Details for Public Works Construction” (a copy of which may be purchased from Washoe County) and the General Provisions listed in the “Standard Specifications for Public Works Construction, Washoe County, Nevada” Revision No. 5 – 02/14/07 (a copy of which may be purchased from the Regional Transportation Commission [775-348-0171]) are an integral part of the contract and are incorporated herein by reference. Those provisions shall apply unless a different requirement is set forth in the Notice to Contractors, Scope of Work, Instructions to Bidders, Bid Proposal, Bid Bond, General Contractor Form, List of Subcontractors, Affidavit of Non-Collusion, Agreement, Labor and Materials Payment Bond, Performance and Completion Bond, modifications made herein, Public Works Construction/Indemnification and Insurance Specifications, or Construction Specifications. If a different requirement is contained in any of these documents, that requirement shall control. The contractor is advised to become familiar with the contents of the Standard Specifications as they shall govern the construction of this project. The following is a list of items found in the Standard Specifications for the contractor’s convenience.

TABLE OF CONTENTS PART I GENERAL PROVISIONS

SECTION

100.01	Definitions	100.27	Failure to Perform Properly
100.02	Securing Documents	100.28	Default and Termination of Contract
100.03	Filing Proposals	100.29	Specifications and Drawings
100.04	Form & Content of Proposal	100.30	Shop Details
100.05	Examination of Site, Drawings, etc.	100.31	Data to be Furnished by Contractor
100.06	Bidders Interested in More than One Proposal	100.32	Subcontractors
100.07	Interpretations of Plans and Documents	100.33	Protection of Person and Property
100.08	Addenda or Bulletins	100.34	Character of Workers; Methods & Equipment
100.09	Withdrawal of Proposals	100.35	Night Work
100.10	Opening and Comparison of Bids	100.36	Climatic Conditions
100.11	Award of Contract or Rejection of Proposals	100.37	Protection of Work and Cleaning Up
100.12	Contract	100.38	Roads and Fences
100.13	Contract Security	100.39	Failure to Complete the Work in Time Agreed Upon
100.14	Insurance	100.40	Sanitation and Safety
100.15	Compliance with Laws and Local Labor and Material Requirements	100.41	Public Service Equipment
100.16	Inspection	100.42	Supervision
100.17	Materials and Workmanship	100.43	Utility Services
100.18	Location of the Work	100.44	Trees and Shrubs
100.19	Commencement of Work	100.45	Guarantee of Structures and Equipment
100.20	Base Line, Bench Marks and Reference Points	100.46	Payment of Patents and Patent Infringement
100.21	Progress Schedule	100.47	Trade Names
100.22	Delays	100.48	Arbitration
100.23	Provisions for Handling Emergencies	100.49	Permits and Licenses
100.24	Change Orders	100.50	Basis of Payment
100.25	Extra Work	100.51	Partial Payments
100.26	Suspension of Work	100.52	Final Estimate and Payment
		100.53	Increased or Decreased Quantities

The following modifications of Part 1 - General Provisions of the latest revision of “Standard Specifications for Public Works Construction, Washoe County, Nevada 2012” shall apply:

1. Section 100.12 CONTRACT

- A. Delete the first sentence and insert the sentence:

The bidder to whom award is made shall execute a written Contract with NTCD within ten (10) calendar days after the date on which the Contract is awarded.

2. Section 100.14 INSURANCE

- A. Delete Section 100.14 in its entirety and substitute Public Works Construction/Indemnification and Insurance Specifications (Exhibit A).

3. Section 100.15 COMPLIANCE WITH LAWS AND LOCAL LABOR AND MATERIAL REQUIREMENTS

- A. Add the following to the first sentence of SECTION 100.15:

“.....including Clear Air Act, Clean Water Act, and Environmental Protection Agency Regulations.

- B. Add the following to paragraph 100.15.01 Prevailing Wage:

Projects up to but not including \$100,000.00 shall be exempt from prevailing wage rates per NRS 338.00.

NRS 338.070 states in part:

4. The contractor and each subcontractor shall keep or cause to be kept an accurate record showing the name, occupation and the actual per diem, wages and benefits paid to each workman employed by him in connection with the public work.
5. The record must be open at all reasonable hours to the inspection of the public body awarding the contract, and its officers and agents. A copy of the record for each calendar month must be sent to the labor commissioner and the public body awarding the contract no later than 1 week after the end of the month. The copy must be open to public inspection as provided in NRS 239.010. The record in the possession of the public body awarding the contract may be discarded by the public body 1 year after final payment is made by the public body for the public work.

- C. Add the following paragraphs to this section:

100.15.06 The Tahoe Regional Planning Agency.

The location of the proposed work is within an area partially controlled by the Tahoe Regional Planning Agency (TRPA). A permit is expected to be issued covering work to be performed under this contract. The Contractor shall fully inform himself of all rules, regulations, and conditions of TRPA and the permit issued. Attention shall be drawn to the October 15 Grading Deadline. See Section 1.01 of the Special Provisions.

The TRPA permit is included as Exhibit D. The Contractor shall obtain all other permits and licenses necessary for prosecution and completion of the contract.

4. Section 100.19 COMMENCEMENT OF WORK

- A. Delete the third paragraph and replace with the following paragraph:

The Contractor will be allowed 10 calendar days after the date on which the contract is awarded, in which to deliver the contract with the Contractor's signature affixed thereto, together with the bonds prescribed by law, to the Agency.

- B. Add the following paragraphs to this section:

Within ten (10) days after the effective date of the Agreement, Contractor shall submit to NTCD for review, and submit to TRPA for review and approval, a vicinity map and site plan for the Contractor's proposed material and equipment storage yard(s). The submittal shall also include a detailed emergency (spillage) contingency plan and temporary erosion control plan for the proposed storage yard(s). TRPA approval will be required prior to use of the storage yard(s).

Within ten (10) days after the effective date of the Agreement, Contractor shall submit to NTCD in writing for review all sources of materials as may be required by the NTCD including, but not limited to, rock; revegetation seed, mulch, soil amendments; rock rip rap; geotextile fabric; retaining wall components; asphalt concrete and recycled asphalt pavement. The Contractor shall furnish to NTCD a complete written statement or material certification that all materials comply with the construction specifications. Please refer to the Special Technical Provisions for additional information.

5. Section 100.20 BASE LINE, BENCH MARKS, AND REFERENCE POINTS

- A. Delete Section 100.20 in its entirety and substitute the following:

100.20 Base Line, Bench Marks, and Reference Points. The Engineer will provide the control points shown on Sheet iii of the Design Plans and one set of construction stakes at NTCD's expense. The Contractor shall be fully responsible for conformance and agreement of the work to the lines and elevations shown on the drawings and staked in the field. Please refer to the Special Technical Provisions for additional information on construction staking.

If the Contractor finds that apparent discrepancies exist, the Contractor shall promptly notify the Engineer and allow sufficient time for checking and/or corrections to be made by the Engineer. All construction that is accomplished by the Contractor after his discovery of the apparent discrepancy which is directly or indirectly affected by such apparent discrepancy shall be at his own risk and shall bear all costs arising therefrom.

This work shall consist of staking the project sufficiently to construct the improvements accurately. Contractor shall provide property owners who have improvements within the construction area one week to relocate their improvements prior to performing any grading which could affect such improvements. The contractor shall include language in the "Notice" to make property owners aware of this process. The "Notice" shall be approved by the Engineer prior to distribution.

6. Section 100.21 PROGRESS SCHEDULE

- A. Add the following to the end of the first paragraph in this section:

Said schedule shall include completion dates for each item of construction, as well as temporary BMP installations for the entire project area. The construction schedule shall indicate that excavation will be phased to minimize the potential for erosion. The construction schedule shall also include an estimated

date for final inspection by TRPA staff to ensure that all conditions of project approval are satisfied. Please refer to the Special Technical Provisions for additional information.

7. Section 100.29 SPECIFICATIONS AND DRAWINGS.

- A. Add the following paragraph to this section:

The Contractor shall take no advantage of any apparent error or omission in the Drawings or Construction Specifications, and the Engineer will be permitted to make such corrections and interpretations as may be deemed necessary to fulfill the intent of the Contract Documents.

8. Section 100.33 PROTECTION OF PERSON AND PROPERTY

- A. In addition to the requirements of the Standard Specifications the Contractor is responsible to protect existing property corner monumentation. If a property corner monument is disturbed by the Contractor through his own actions he shall replace it at his own expense employing a licensed land surveyor approved by the Engineer.

9. Section 100.33.01 MAINTENANCE OF TRAFFIC

- A. Contractor is directed shall give special attention to this section of the Standard Specifications for Public Works Construction and Section 350 of the Detailed Specification of this document.

10. Section 100.33.04 UTILITIES

- A. Add the following paragraphs to this section:

The Contractor shall notify the following underground utility locating services prior to beginning work: DIGS (916) 541-DIGS, and the Underground Services Alert (USA) 1-800-227-2600.

At points where the Contractor's operations are adjacent to public and private utilities, Contractor shall not commence work until Contractor has made all necessary arrangement for the protection of the utilities.

11. Section 100.48 ARBITRATION

- A. Delete Section 100.48.00 in its entirety and substitute Article 13 Alternative Dispute Resolution of the Agreement.

12. Section 100.49 Permits & Licenses

- A. Add the following to the first sentence of SECTION 100.49:

“.....including Clear Air Act, Clean Water Act, and Environmental Protection Agency Regulations.

- B. Add the following sentence to the end of the first paragraph of SECTION 100.49:

The cost of any work, materials or reports required by NDEP, TRPA, or other agencies shall be incidental to the contract and shall be included in the contract bid items.

Exhibit C

SPECIAL TECHNICAL PROVISIONS

SPECIAL TECHNICAL PROVISIONS

FOR

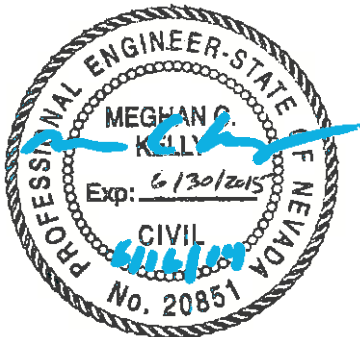
CAVE ROCK ESTATES GID STORMWATER SYSTEM RETROFIT PROJECT

NEVADA TAHOE CONSERVATION DISTRICT
DOUGLAS COUNTY, NEVADA

FOR USE WITH:

Standard Specifications, as referred to in these Special Technical Provisions, are the Standard Specifications for Public Works Construction – Washoe County “Orange Book,” current edition. These Special Technical Provisions are supplemental to the Standard Specifications.

PREPARED BY:



Nevada Tahoe Conservation District
400 Dorla Court
Box 915
Zephyr Cove, NV 89448

Meghan Kelly, P.E.
NV P.E. #: CE 020851

Date: June 2014

Contents

SECTION 100 – GENERAL.....	3
SECTION 102 – CONTRACTOR QUALIFICATIONS.....	3
SECTION 110– ORDER OF WORK	4
SECTION 160 – RELATIONS WITH TAHOE REGIONAL PLANNING AGENCY	5
SECTION 170– CONSTRUCTION STAKING	7
SECTION 200 – GRAVEL, COBBLE, ROCK, BOULDER & OTHER AGGREGATES	8
SECTION 218 – GEOTEXTILE	10
SECTION 301 – REMOVAL OF EXISTING IMPROVEMENTS	11
SECTION 303 – UNCLASSIFIED EXCAVATION	13
SECTION 306.02-RETROFIT EXISTING OUTLETS	14
SECTION 306.04-PERFORATED RISER & OVERFLOW STANDPIPE	14
SECTION 306.05-CULVERTS.....	14
SECTION 310 – AGGREGATE BASE COURSES	15
SECTION 311 – CONCRETE WALL	15
SECTION 320 – PAVE PARKING AREA.....	16
SECTION 321 – INTERLOCKING CONCRETE BLOCK BAY	17
SECTION 330 – TIMBER CONSTRUCTION	18
SECTION 335 – CLEAN EXISTING STORMDRAIN INLETS, OUTLETS, AND SEDIMENT CANS.....	18
SECTION 338 – VEGETATION REMOVAL	18
SECTION 339 – ROCK WORK	20
SECTION 340 – SAND FILTER CONSTRUCTION	20
SECTION 341 – SETTLING POND CONSTRUCTION.....	21
SECTION 375 – EROSION CONTROL MEASURES	22
SECTION 376 – REVEGETATION	23

SECTION 100 – GENERAL

101.01 Description. The work described herein shall conform to the Contract Documents, Project Plans, Standard Specifications, these Special Technical Provisions, and Project Permits. Standard Specifications, as referred to in these Special Technical Provisions, are the Standard Specifications for Public Works Construction – Washoe County “Orange Book,” current edition. These Special Technical Provisions are supplemental to the Standard Specifications.

In case of conflict between the Standard Specifications and these Special Technical Provisions, the Special Technical Provisions shall govern, take precedence over, and be used in lieu of such conflicting portions.

SECTION 102 – CONTRACTOR QUALIFICATIONS

102.01 Description. In addition to any bidder qualifications noted elsewhere in the Contract Documents, Project Plans, Standard Specifications, and these Special Technical Provisions, each bidder shall attach sufficient documentation to the bid forms to clearly demonstrate his/her ability to meet the minimum experience qualifications stated in this section. The following items shall be included in the bid submittal:

1. Project descriptions of similar projects to the Cave Rock Estates GID Stormwater System Retrofit Project including:
 - a. Location of projects
 - b. Dates project was initiated and completed by the Contractor
 - c. Description of size of restoration and any road crossings
 - d. Total contract costs
 - e. Client/agency contact in responsible charge (owner of the work)
2. Other references demonstrating Contractor qualifications on similar projects. These references shall only include regulatory, funding and/or local agency representatives or licensed Professional Engineers working on similar projects within the Lake Tahoe Basin.
3. Contractor’s license number, classification, & Status.

The above items shall clearly demonstrate the Contractor’s qualifications to perform the work associated with the Cave Rock Estates GID Stormwater System Retrofit Project and past similar experience on other projects. The experience to be demonstrated above is required to meet the following minimum requirements:

- A. The Contractor is required to have successfully performed a minimum of one (1) project, within the past five (5) years, which included work components of a similar scope and nature as to that which is indicated herein consisting of minimum project total costs of \$50,000 and contract times exceeding 10 days.
- B. All landscape and revegetation work required as part of this project shall be performed by a licensed Landscape Contractor.

Failure of the Contractor to submit the information required or to demonstrate experience as required in this section shall warrant the Contractor’s bid submittal incomplete. The determination of whether the Contractor meets the qualifications is at the sole discretion of the Nevada Tahoe Conservation District.

102.02 Measurement and Payment. There will be no compensation for providing required bid documents and support materials for a complete bid package for this project. Incomplete bid packages or bid packages received after the submittal deadline will not be considered.

SECTION 110– ORDER OF WORK

110.01 Description. The construction of this project shall conform to the Contract Documents, Plans, Standard Specifications, and these Special Technical Provisions. Prior to commencing work, the Contractor shall submit to the Engineer a sequence and schedule of work for review and acceptance in accordance with the Standard Specifications and these Special Technical Provisions. The schedule shall include all work necessary for a full and complete project as shown on the 100% Design Plans and described in these Special Technical Provisions.

The project requires coordination with several different public entities (Douglas County, the US Forest Service, the Cave Rock General Improvement District, the Nevada Tahoe Conservation District, Nevada Division of Environmental Protection (NDEP), and the Tahoe Regional Planning Agency). Additionally, the project will require coordination with the Cave Rock Estates GID (CREGID) who manages the land and Douglas County who owns the land. The Nevada Tahoe Conservation District will assist the contractor in coordinating with all entities public and private. The Contractor shall be solely responsible for coordinating with all contractors working in the area whether listed in these Special Technical Provisions or not.

The order of work shall be as follows:

1. Verification of all underground utilities within the project area.
2. Installation of Temporary Traffic Control Measures.
3. Construction of all temporary erosion control measures as shown on the project plans and as approved by the Engineer and Tahoe Regional Planning Agency (TRPA).
4. Construction of project as shown on the project plans and as described in these Special Technical Provisions. Contractor may select sequence for construction.
5. Restoration of entire project site:
 - a. Restoration/revegetation of all disturbed areas.
 - b. Road sweeping.
 - c. Restoration of staging and access.
 - d. Removal of temporary BMPs with approval of Engineer.
6. Pre-Final site walk with the Engineer, Contractor, Douglas County, US Forest Service, TRPA, and CREGID.
 - a. Development of project punchlist (by Engineer).
7. Completion of punchlist items.
8. Final site walk with Engineer, Contractor, NTCD, and CREGID.

The Contractor may submit a revised order of work to the Engineer for review and approval. In the event the Engineer does not accept the Contractor's proposed order of work, the above order of work shall hold for the contract.

The Contractor will be responsible for meeting all the requirements of all the regulations and requirements set forth by TRPA, Douglas County, NDEP, USFS, and all other permitting and funding agencies. In the event fines are levied by any of these agencies, the Contractor shall be solely

responsible for all costs associated with these fines. In the event the project receives a stop work order by any entity, the Contractor will not be granted any additional working days. The working days during which no work is performed will be counted as contract working days, even though the Contractor is unable to work due to the stop work order.

The Contractor shall submit a construction schedule in accordance with the provisions of this section, these Special Technical Provisions and the Standard Specifications for review and approval by the Engineer.

110.02 Measurement and Payment. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work associated with all work involved in provisions of this section, complete in place as shown on the Plans, as specified in the Standard Specifications, these Special Technical Provisions, and as directed by the Engineer, shall be considered as included in prices paid for the various contract items of work involved; no additional compensation will be allowed.

SECTION 160 – RELATIONS WITH TAHOE REGIONAL PLANNING AGENCY

160.01 Description. This project is located within the Lake Tahoe Basin, which is regulated by TRPA. TRPA will issue a construction permit for this project. The permit will have specific requirements covering work to be performed under this contract. The Contractor shall meet the permit requirements for Best Management Practices (BMPs), selection of staging areas, grading season restrictions, and all other agency approval conditions. The Contractor will be responsible for all permit requirements upon receipt of the permits for the project.

It shall be the Contractor's responsibility to completely inform him or herself of the conditions of said permit and conduct construction operations accordingly. Any change in the agency's conditions of approval proposed by the Contractor shall be submitted to the Engineer for the transmittal to TRPA for their approval. The Contractor shall also be responsible for adhering to the requirements of the TRPA Code of Ordinances relating to this project. Should conflicts arise between the Standard Specifications and the TRPA Code of Ordinances, the TRPA Code of Ordinances shall supersede the Standard Specifications.

The Contractor shall maintain a copy of the permit at the construction site and shall make the permit available to operating personnel during construction activities.

The Contractor is responsible for coordinating the pre-grading meeting with TRPA to review the project site and determine the adequacy of temporary erosion control measures deployed by the Contractor. The Contractor shall coordinate the meeting so that the Contractor, Engineer, and TRPA staff are present. The contractor shall follow the requests of the reviewing agencies as necessary to bring the construction site temporary erosion control devices into compliance with the permit requirements, regulations, and these Special Technical Provisions. The contractor shall maintain temporary BMP's until the project is complete and TRPA has reviewed the project site at the "Final Walk Through". The contractor will only be allowed to remove the temporary BMPs after approval by the TRPA and Engineer to do such. If the requirement is that temporary BMPs must stay in place for more than 30 days after project completion, NTCD will remove the temporary BMPs.

In addition to TRPA BMP requirements, the Contractor shall be responsible for complying with Douglas County, US Forest Service, NDEP, and other agency requirements and responsibilities provided in these

Construction Documents, as follows, and as shown on the plans, and as described in these Special Technical Provisions:

Noxious weed requirements:

- All earth-moving equipment, gravel, fill, or other materials are required to be weed-free. Use onsite sand, gravel, rock, or organic matter when possible. Otherwise, obtain materials from gravel pits and fill sources that have been determined to be weed-free by the noxious weed coordinator on the United States Forest Service Lake Tahoe Basin Management Unit (LTBMU).
- Minimize the amount of ground and vegetation disturbance in the construction areas. Reestablish vegetation on all disturbed bare ground, in excess of plans, to minimize weed establishment and infestation.
- Use weed-free equipment and mulches.
- Staging areas for equipment, materials, or crews will not be sited in weed infested areas.

Weed infestations identified before project implementation that are within the project area or along travel routes near the project area will be hand treated or flagged and avoided, depending on the species present and project constraints. The identification and flagging will be completed by NTCD with the approval of the TRPA. The entire perimeter of the infestation will be flagged by NTCD and then the contractor shall install construction fencing around the area (outside of the flagging by 10 feet) and avoided by anyone on the construction site. If ground disturbance is necessary within the infested area and excess material is generated from an infested area, this soil will be labeled as contaminated and shipped to licensed landfill outside the Tahoe Basin. The material will not under any circumstances be used at any other site within the project area because of the extremely invasive and persistent nature of noxious weeds.

The Contractor will be required to meet all of the requirements of the project permits. Contractor shall also sweep the streets affected by construction activities at the end of each work day. Sweeping may be performed by a mechanical sweeper, or if the area is not very large, by a push broom. The use of backpack leaf blowers will not be permitted on any part of the project.

Contractor shall check and maintain staging and stockpiling areas at least on a weekly basis and before and after every storm event. Contractor shall maintain a log and maintenance records of these inspections and actions for the duration of the project.

The hours of work for the project will be in accordance with TRPA regulations and shall be from 8 AM to 6:30 PM Monday through Friday, non-holiday (Federal Holiday). No project work will be allowed on weekends, holidays, or at night unless permission is obtained from the Engineer and CREGID.

Finally, the Contractor will be required to meet all the requirements of all of the project permits issued by the permitting agencies. The Contractor will be responsible for adhering to all requirements of the permits, for which no additional compensation will be allowed.

160.02 Measurement and Payment. No direct payment shall be made for relations with the Tahoe Regional Planning Agency or other entities. Conforming to the requirements of this section shall be included in the contract prices paid for other items of work. Full compensation for conforming to the requirements of this Section shall be considered as included in the contract prices of the various items of work involved and no additional payment will be made therefore except where individual bid items are provided. Street sweeping and maintenance and repair of stockpiling and staging areas shall be paid for

by the lump sum bid prices provided to furnish all labor, materials, tools, equipment and incidentals necessary to complete the work as specified and denoted in the project plans.

SECTION 170- CONSTRUCTION STAKING

170.01 Description. Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to complete all construction staking in accordance with the Standard Plans and Specifications and these Special Technical Provisions.

NTCD shall furnish one set of stakes and/or marks to establish lines and grades required for the completion of the work as shown on the Plans and as specified in the Standard Specifications and these Special Technical Provisions. The Contractor will be responsible for any and all additional construction staking necessary for the full and complete construction of the Project. The Contractor shall be solely responsible for maintenance and protection of the survey stakes or marks. Contractors construction staking will be verified by the Engineer, at the Engineer's discretion.

NTCD shall furnish labor and surveying equipment necessary for staking the Project including the following:

- Control points,
- Limits of improvements,
- Inlets and Outlets as needed, and
- Wall and level spreader location.

The contractor shall provide any survey in excess of the aforementioned items.

All stakes and survey markers will be conspicuously marked with flagging tape or paint. The Contractor shall inform the Subcontractors of the importance of the preservation of all survey markers. The Contractor shall be responsible for protecting and maintaining all stakes from destruction. In the event that one or more of the stakes are damaged or destroyed, the Contractor will replace the stakes at the expense of the Contractor.

The Contractor's surveyor will be provided with the northing, easting and elevation of the control points existing in the field as shown on the Project Plans. Additionally, the Contractor's surveyor will be provided with an electronic copy (ASCII Format) of the control points depicted on the Project Plans to develop the construction staking as stated in these Special Technical Provisions.

If the Project surveyor wishes to develop a different work plan it shall be the Contractor's responsibility to develop such a work plan and present to the Project Engineer for approval.

170.02 Measurement and Payment. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for all work associated with all work involved in provisions of this section, complete in place as shown on the Plans, as specified in the Standard Specifications, these Special Technical Provisions, and as directed by the Engineer, should be incidental to the other construction items; no additional compensation will be allowed.

SECTION 200 – GRAVEL, COBBLE, ROCK, BOULDER & OTHER AGGREGATES

200.01 General. Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to furnish and place gravel, cobble, rock, boulder, sand aggregate, and other aggregates in the work, including but not limited to, Washoe Septic Sand, underdrain gravel, aggregate base courses, bituminous courses, bedding and backfill, mortar and grout, Portland cement, and general rip-rap as indicated on the Project Plans, described in these Special Technical Specifications, and directed by the Engineer, in conformance with the Contract Documents, Project Permits, Standard Specifications, and these Special Technical Specifications. The limits of loose aggregate and aggregate base course placement as indicated on the Project Plans are approximate, and the exact limits of placement shall be determined in the field by the Engineer. All aggregates used in the work for aggregate base courses, bituminous courses, bedding and backfill, mortar and grout, Portland cement, and general rip-rap shall be in strict conformance with the Standard Specifications, and other applicable provisions found elsewhere in these Special Technical Specifications.

All stone, aggregate materials, and soils imported to the site shall be from a certified “Weed Free” source approved by the Nevada Department of Agriculture and/or TRPA.

All loading, transport, temporary stockpiling, on-site hauling, excavation, preparation of sub-grade, placement, embedment, backfill, compaction, clean-up, and off-haul and disposal of excess materials needed to install all gravel, cobble, rock, boulder, sand aggregate, and other aggregates where incorporated in the work shall be considered as included in the applicable bid item unit price, and no additional compensation will be allowed.

All aggregate materials generated on-site and meeting the quality requirements as stated in Section 200, “Gravel, Cobble, Rock, Boulder & Other Aggregates” of these Special Technical Specifications may be incorporated in the work upon acceptance of the Engineer prior to placement; any such material that is rejected for placement in the work shall be removed and disposed of in conformance with the provisions found elsewhere in these Special Technical Specifications, and the Standard Specifications. Use of said aggregate material in the work shall be considered as included in prices paid for the various contract items of work involved; and no additional compensation will be allowed for.

200.02 Submittals. The Contractor shall submit certificate(s) and other material testing data as necessary to validate the source of the chinking, gravel, cobble, rock, boulder, sand aggregate, and other aggregate materials and its conformance with the Standard Specifications and these Special Technical Specifications. Include all applicable test results for specific gravity, resistance to degradation, absorption, durability index, and soundness (as described elsewhere in these Special Technical Specifications). Samples of loose stone aggregates shall be submitted to the Engineer a minimum of ten (10) working days prior to large-scale delivery to the project site or placement in the work, for review and acceptance of color and material.

All aggregate materials generated on site shall be reviewed and accepted by the Engineer, prior to placement in the work. Visual evaluation of the source, samples, suitable certificates and material testing data sheets, and service records may be used to determine the acceptability of any aggregate materials imported or generated on-site. The Engineer reserves to the right to reject said materials.

200.03 Quality Requirements for Loose Stone Aggregates. The Contractor shall use stone (i.e. gravel, cobble, rock, boulder, etc.) that is sound and durable against disintegration under conditions to be met

in handling and placing, and is hard and tenacious and otherwise of a suitable quality to ensure permanency in the specified kind of work. All applicable stone materials shall meet the requirements stated herein and conform to the following test requirements.

	<u>Requirement</u>	<u>Test Method</u>
Apparent specific gravity, minimum	2.5	ASTM C-127-59
Abrasion, maximum percent	45	ASTM C-535-65
Freeze-thaw loss, maximum percent After 12 cycles	10	AASHTO 103 Procedure A

Stone shall be of such shape to form a stable protection structure for the required section or feature. Flat or elongated shapes will not be accepted unless the thickness of the individual pieces is at least 1/3 of the length. Stones shall be sound, durable, hard, resistant to abrasion and free from laminations, weak cleavage planes, and the undesirable effects of weathering. It shall be of such character that it will not readily disintegrate from the action of air, water, or the typical conditions experienced during handling and placing. All aggregate material shall be clean and free from deleterious impurities, including alkali, earth, clay, refuse, and adherent coatings.

200.01.03 Crushed Aggregate Base. Crushed aggregate base shall be Type 2, Class B as depicted in Table 200.0.03-I. Type 2 Base shall be placed under all paving and concrete improvements.

200.02.03 Plantmix and Roadmix Aggregate. Aggregates used for roadmix paving and permanent patching shall be Type 3 as Identified in Table 200.02.03-I.

200.03.02 Class A Backfill. Class A backfill shall be used for bedding and backfilling pipes.

200.07 RipRap. In addition to the requirements of Section 200.07, riprap stone shall be of such shape to form a stable protection structure for the required section. Stones shall be sound, durable, hard, resistant to abrasion and free from laminations, weak cleavage planes, and the undesirable effects of weathering. It shall be of such character that it will not disintegrate from the action of air, water, or the conditions experienced during handling and placing. Stone shall additionally be of native nature to the Tahoe Basin, of similar color and texture to that found within the Tahoe Basin and in particular the project area (Cave Rock GID, Nevada vicinity), and samples shall be provided to the Engineer for review and approval for use, prior to placement of any stone. All material shall be clean and free from deleterious impurities, including alkali, earth, clay, refuse, and adherent coatings. Visual evaluation of the source, suitable tests and service records may be used to determine the acceptability of the stone. Routine control of gradation will be by visual inspection.

RIPRAP SIZE SPECIFICATION TABLE

<u>% PASSING</u>	<u>SIZE (diameter inches)</u>
<u>8" TO 10" ROCK RIPRAP</u>	
100	10
35-50	8
0-15	4
<u>10" TO 15" ROCK RIPRAP</u>	
100	15
35-50	10
0-15	6

200.09 Washoe Septic Sand

The Washoe Septic sand shall be clean, graded, washed sand, ranging from No. 4 sieve to No. 200 sieve size. Sand grains shall be a granular material with an effective size of 0.25-0.75 mm with a uniformity coefficient <4.0. The sand shall be thoroughly washed off site so that each material runs clear when water is applied. The sand must be approved by the Engineer before delivery to the site.

200.10 Measurement and Payment. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the materials in this section, complete in place as shown on the Plans, as specified in the Standard Specifications, these Special Technical Provisions, and as directed by the Engineer, should be incidental to the other construction items; no additional compensation will be allowed.

SECTION 218 – GEOTEXTILE

218.01 General. Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to furnish and place geotextile as indicated on the Project Plans, described in these Special Technical Specifications, and directed by the Engineer, in conformance with the Contract Documents, Project Permits, Standard Specifications, and these Special Technical Specifications. The limits of geotextile placement as indicated on the Project Plans are approximate, and the exact limits of placement shall be determined in the field by the Engineer. All geotextiles used shall be in strict conformance with the Standard Specifications, and other applicable provisions found elsewhere in these Special Technical Specifications.

218.02 Submittals. Submit to the Engineer for review, the following:

Manufacturer’s Data and Certification’s:

The Contractor shall provide the Engineer a certificate stating the name of the geotextile manufacturer, product name, style, chemical compositions of filaments or yarns and other pertinent information to fully describe the geotextile.

The Manufacturer is responsible for establishing and maintaining a quality control program to assure compliance with the requirements of the Specification. Documentation describing the quality control program shall be made available upon request.

The manufacturer’s certificate shall state that the furnished products meet requirements of the Specification as evaluated under the manufacturer’s quality control program. The certificate shall be attested to by a person having legal authority to bind the Manufacturer.

Geotextile

Geotextile shall be SI Corporation Geotx 117F Fabric or equivalent. The geotextile shall have the individual filaments woven into regular network such that filaments retain dimensional stability relative to each other. The geotextile shall be resistant to ultraviolet degradation and to biological and chemical environments normally found in soils.

The geotextile shall conform to the property values listed below.

PROPERTY	TEST METHOD	ENGLISH	METRIC
Tensile Strength	ASTM D-4632	350 x 225 lbs	1,135 x 1,224 N
Elongation @ Break	ASTM D-4632	20 x 15%	20 x 15%
CBR Puncture	ASTM D-6241	1,000 lbs	4,450 N
Trapezoidal Tear	ASTM D-4533	110 x 75 lbs	178 x 222 N
Apparent Opening Size	ASTM D-4751	20 US Sieve	0.850 mm
Permittivity	ASTM D-4491	1.50 sec-1	1.50 sec-1
Water Flow Rate	ASTM D-4491	200 gal/min/sf	8,149 l/min/sm
Percent Open Area	CW-02215	17%	17%
UV Resistance @ 500 Hours	ASTM D-4355	90%	90%

218.03 Measurement and Payment. Full compensation for furnishing all labor, materials, tools, equipment, and incidentals for the geotextile materials in this section, complete in place as shown on the Plans, as specified in the Standard Specifications, these Special Technical Provisions, and as directed by the Engineer, should be incidental to the sand filter construction; no additional compensation will be allowed.

SECTION 301 – REMOVAL OF EXISTING IMPROVEMENTS

301.01 Removal of Existing Materials. Work under this section shall consist of the removal and disposal of existing improvements and facilities, which interfere with construction or as required to properly construct the project, as shown on the Project Plans, described in the Standard Specifications, these Special Provisions, and as directed by the Engineer. Any materials removed, including excavated earthen material, in conformance with this section shall become the property of the Contractor and shall be removed and disposed of by the Contractor in accordance with all federal, state, and local ordinances and permit conditions. All materials scheduled or specified for removal shall be removed from the

project area and disposed of outside of the Lake Tahoe basin in accordance with TRPA ordinances and NAC 444.8565.

Where any pipes, fittings, valves, drainage inlets, frames and covers, or other devices are removed from any manhole, structure, junction box, joint, valve, fitting, valve, etc. and the remaining facility is to be protected in place; all repairs, seals, plugs, caps, and other modifications as necessary to make the structure or device sound and complete shall be constructed by the Contractor as shown on the Project Plans, and in conformance with the Standard Specifications and these Special Provisions, or as directed by the Engineer. All repairs, plugs, caps and other modifications as noted above shall be considered as included in the prices paid for each associated bid item of work, not otherwise provided for, and no additional compensation shall be allowed for.

301.02 Remove Asphalt/Concrete Pavements. Work under this section shall include removal of asphalt concrete pavement and other concrete surface improvements as required to properly construct the project, as shown on the Project Plans, described in the Standard Specifications, these Special Technical Specifications, and/or as directed by the Engineer. This includes removal and disposal of any and all asphalt/concrete structural section associated with the removal of any existing facility or installation of all proposed improvements shown on the Project Plans.

Where no joint exists in the pavement on the line at which pavement is to be removed, a straight, neat cut with a power driven saw shall be made along the line to a minimum depth of 6-inches before removing pavement. If saw cut pavement is damaged prior to paving, it shall be the Contractor's responsibility to re-cut any damaged, broken, or uneven portion prior to paving at his own expense. Under no circumstance shall the Contractor be allowed to "jack-hammer" the existing pavement instead of cutting with a power driven saw.

Any materials removed in conformance with this provision shall become the property of the Contractor and shall be removed and disposed of by the Contractor in conformance with the Standard Specifications and these Special Technical Specifications.

Sawcutting of all roadways required for the proper construction of the Project in accordance with the Project Plans, these Special Technical Specifications, the Project permits and as directed by the engineer shall be included in costs of various other items of work and no additional compensation shall be allowed for.

301.03 Remove Pipes and Storm Drainage Structures. Work under this section shall include the complete removal and disposal of existing rock dissipaters, existing perforated pipe, and native material as shown on the Project Plans, described in the Standard Specifications, these Special Technical Specifications, and/or as directed by the Engineer. Any areas where storm drainage structures are removed shall be backfilled, graded, and installed per the plans, or directed by the Engineer. The resulting waste materials and debris shall become the property of the Contractor and disposed of by the Contractor in conformance with the Standard Specifications and these Special Technical Specifications. Under no circumstances shall any storm drainage pipe, culvert or other structure designated for removal be abandoned in place, unless otherwise noted on the plans and/or acceptance of the Engineer.

301.04 Backfill and Compaction. All disturbed areas where pipe, structures, surface pavements, and other miscellaneous improvements are removed, shall be restored in like kind to match the pre-existing lines and grades and surrounding adjacent area, unless otherwise noted on the Plans, or as directed by

the Engineer. The Contractor is required to backfill and compact excavated trenches to sub-grade using accepted native material and/or local borrow or imported borrow as determined by the Engineer if import is required; replace the structural section, pavement, and other surface improvements as applicable; and/or replace the topsoil and pre-existing landscape features or revegetate the disturbed area. **Any native, local borrow, or imported borrow soils used for backfill shall be accepted by the Engineer prior to placement.**

Trenches, holes, depressions and pits caused by the removal of existing improvements shall be backfilled with materials equal to or better in quality and to the same thicknesses as the surrounding materials, and in conformance with Section 304, "Unclassified Fill", of the Standard Specifications. **No broken concrete, asphalt concrete, or other debris shall be left in excavated trenches or be included as part of the backfill.** All backfill materials at a minimum shall not exceed optimum moisture content, and be free of stones or lumps exceeding 3 inches in greatest dimension, organic matter, or other unsatisfactory material that may restrict compaction requirements. In surfaced areas (i.e. pavement, concrete) that are otherwise to remain undisturbed, the structural section shall be replaced with materials equal to or better in quality and to the same thicknesses as the surrounding materials.

Fill to be placed beneath structures, junction boxes, asphalt pavements, concrete slabs, buildings, and all other components subject to structural loading shall conform to the requirements of Section 200.01.09 "Structural Fill", of the Standard Specifications. If a new structure is specified to replace the old structure, unsuitable materials shall be removed as directed by the Engineer. Unless otherwise specified remaining material and fill material shall be compacted to ninety-five percent (95%) relative dry density per ASTM D 1557, within the roadway and shoulder prism, and ninety percent (90%) in ditch and slope areas, and brought up to the bottom grade of aggregate structural section of the new structure, unless otherwise specified on the Project Plans (compaction requirements on the Project Plans shall govern).

Restoration of an area and/or replacement of all pavements and other surface improvements in conformance with this section shall be considered as included in the prices paid for each associated bid item removed, except components of the work for which payment is made under separate contract items, and no additional compensation shall be allowed for.

301.05 Basis of Payment. Full compensation for saw cutting, removal, and disposal of existing asphalt/concrete and associated backfills in conformance with this section and other sections of the Standard Specifications, and these Special Technical Specifications is included in the prices paid for various Contract items of work involved, and no additional compensation will be allowed.

SECTION 303 – UNCLASSIFIED EXCAVATION

303.01 General. Work covered under this specification consists of furnishing all of the labor, materials, and equipment necessary for all excavation and finish grading. All excavation shall be made true to the lines and grades as shown on the project plans and staked by the Contractor and verified by the Engineer, and shall be so constructed as to avoid removing or loosening any material outside the required construction limits. Limits of excavation shall be defined as the extents necessary to construct the improvements as shown on the plans plus additionally required excavation due to unsuitable material.

304.02 Measurement and Payment. Full compensation for excavation in conformance with this section and other sections of the Standard Specifications, and these Special Technical Specifications is included

in the prices paid for various Contract items of work involved, and no additional compensation will be allowed.

SECTION 306.02-RETROFIT EXISTING OUTLETS

306.04.01 Description. Work under this item shall consist of furnishing all labor, tools, equipment, and materials, and incidentals necessary for the installation and completion of capping and sealing the existing 2" DI inlets in the existing standpipes

306.04.02 Execution. Contractor to install caps that will seal the DI inlets on the existing standpipes as indicated on the Plans and in these Specifications.

306.04.03 Measurement and Payment. Measurement and payment for the capping and sealing of the overflow standpipe shall be made on the lump sum basis as delineated in the Bid Schedule and shall be considered complete payment for furnishing all labor, materials, equipment, tools and incidentals necessary to cap and seal all 2" diameter inlets on both existing overflow standpipe complete and in place as shown on the plans and as specified in these Special Technical Provisions, and as directed by the Engineer.

SECTION 306.04-PERFORATED RISER & OVERFLOW STANDPIPE

306.04.01 Description. Work under this item shall consist of furnishing all labor, tools, equipment, and materials, and incidentals necessary for the installation and completion of the new proposed perforated riser and overflow standpipe.

306.04.02 Execution. Contractor construct and install the new perforated riser and the overflow standpipe as indicated on the Plans and in these Specifications.

306.04.03 Measurement and Payment. Measurement and payment for both the perforated riser and the overflow standpipe shall be made on the per each basis as delineated in the Bid Schedule and shall be considered complete payment for furnishing all labor, materials, equipment, tools and incidentals necessary to construct the new perforated riser and overflow standpipe complete and in place as shown on the plans and as specified in these Special Technical Provisions, and as directed by the Engineer. All costs in connection with this work will be considered incidental including but not limited to filter fabric, gravel, caps, elbows, connecting pipe, trash rack, anchoring of the pipes and installation.

SECTION 306.05-CULVERTS

306.05.01 Description. Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary for the complete removal and disposal of the existing 12" diameter culvert from the existing road trench drain to the pond and the installation of the new proposed 12" CMP, headwall, and sediment trap/level spreader. The CMP shall conform to section 203.02.01.03 and the headwall and concrete are to be constructed to conform to the applicable requirements of Section 311 - "Concrete Structures and Masonry Constructuion. of the orange book and be installed per plan. The work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary for the complete installation of the pipe arch emergency spillway retrofit including pipes and concrete to be installed per plan. The pipe-arches shall conform to section 203.02.01.01

306.05.02 Execution. Contractor shall excavate the existing culvert and dispose of this material at a location approved by TRPA and the Engineer. The new 12" CMP shall be installed in accordance with Section 305 "Trench excavation and backfill" the headwall and sediment trap shall be constructed as indicated on the Plans and in these Specifications. The new pipe-arch culverts should be installed in the existing concrete emergency overflow as indicated on the Plans and these Specifications.

306.05.03 Measurement and Payment. Measurement and payment for 12" CMP shall be made on the linear foot basis as delineated in the Bid Schedule and shall be considered complete payment for removing and disposing the existing CMP and furnishing all labor, materials, equipment, tools and incidentals necessary to construct the new trench drain outlet pipe, headwall, and sediment trap complete and in place as shown on the plans and as specified in these Special Technical Provisions, and as directed by the Engineer. All costs in connection with this work will be considered incidental to the contract price per linear foot basis for the CMP inlet pipe. Measurement and payment for Emergency Overflow shall be made on the lump sum basis as delineated in the Bid Schedule and shall be considered complete payment for furnishing all labor, materials, equipment, tools and incidentals necessary to construct the new emergency overflow outlet pipes and concrete complete and in place as shown on the plans and as specified in these Special Technical Provisions, and as directed by the Engineer. All costs in connection with this work will be considered incidental to the contract price per lump sum for the Emergency Overflow.

SECTION 310 – AGGREGATE BASE COURSES

310.01 Measurement and Payment. The costs for furnishing all labor, equipment, tools, and materials for hauling, placing, spreading, watering, treating, mixing, maintaining of the base materials including all incidentals is considered part of the other items of work and no additional compensation will be allowed therefore.

SECTION 311 – CONCRETE WALL

311.01 Description. Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary for the complete construction of the concrete wall and level spreader including excavation, subgrade preparation, and aggregate base course, and reinforcement as shown on the Project Plans and in accordance with the Contract Documents, Standard Specifications, Special Technical Provisions, Project Permits, or as directed by the Engineer.

311.02 Execution. All earthworks (i.e. excavation, sub-grade preparation, backfill, local borrow, grading, etc.) as shown on the Project Plans and described in the Special Technical Provisions, shall be considered as included in the concrete wall construction work, and completed by the Contractor. This includes all forming, pouring, and reinforcement to construct the new wall and level spreader and connect it to the existing PCC settlement forebay.

311.06 Measurement and Payment. "Concrete Wall" shall be measured on a lump sum basis. Full compensation for all labor, material, and equipment necessary to perform excavation, backfill, grading, sub-grade preparation, and compaction within the designated limits of grading, forming, and reinforcing

shall be considered as included in the Contract price to install the complete wall and level spreader per the Plans and grades listed or as directed by the stamping engineer.

SECTION 320 – PAVE PARKING AREA

320.01 Description. Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary for the complete construction of an asphalt concrete structural pavement section including excavation, subgrade preparation, and aggregate base course, as shown on the Project Plans and in accordance with the Contract Documents, Standard Specifications, Special Technical Provisions, Project Permits, or as directed by the Engineer.

320.02 Roadway Excavation and Grading. All earthworks (i.e. excavation, sub-grade preparation, backfill, local borrow, grading, etc.) as shown on the Project Plans and described in the Special Technical Provisions, shall be considered as included in the roadway reconstruction work, and completed by the Contractor, for all areas within the grading limits as depicted on the Plans, which generally includes the areas within the limits of paving, road shoulders, and road prism embankment. Other areas that may be considered part of the road prism embankment but are outside of the defined grading limits for the roadway reconstruction work, are to be considered as part of the floodplain grading defined elsewhere in these Special Technical Provisions.

The Contractors attention is directed to the applicable sections of these Special Technical Provisions and the Standard Specifications for additional information in regards to provisions for excavation, subgrade preparation, grading, backfill, and compaction operations.

320.03 Aggregate Base Course

The aggregate base course for roadway construction shall conform to the provisions of the applicable sections of the Standard Specifications and these Special Technical Provisions. Aggregate base courses shall be placed to the lines, dimensions, and grades shown on the Plans or as directed by the Engineer. The exact limits of the aggregate base course will be determined in the field by the Engineer.

Aggregate base shall be produced from commercial quality aggregates and be Type 2, Class B conforming to Tables 200.01.03-I and 200.01.03-II, of the Standard Specifications. Existing asphalt concrete (AC) pavement may be crushed or pulverized and mixed with virgin aggregate or used solely as aggregate base, provided the resulting processed material complies with the requirements of the Standard Specifications (Section 200.01.03 for Type 1, Class A or Type 2, Class B Crushed Aggregate Base) or where accepted and as directed by the Engineer comply with the requirements of the Standard Specifications for recycled asphalt concrete base (Section 200.01.04 for Type 1 or Type 2 Recycled Aggregate Base). The Contractor is responsible to perform and furnish all material testing as necessary to ensure compliance with the provisions in the Standard Specifications and these Special Technical Provisions. No existing AC is to be recycled and used on the Project on-site.

The construction including placement, spreading, and compaction of one or more courses of aggregate base on a prepared sub-grade shall be in accordance with Section 308, "Aggregate Base Courses" of the Standard Specifications.

320.04 Asphalt Concrete. Asphalt concrete shall be Type 3 (4% Marshal Voids) and shall conform to the provisions of the applicable sections of the Standard Specifications and these Special Technical Provisions. Asphalt concrete shall be placed to the lines, dimensions, and grades shown on the Plans or

as directed by the Engineer. The exact limits of asphalt concrete paving will be determined in the field by the Engineer.

Asphalt concrete shall be produced from commercial quality asphalt and aggregates at a central mixing plant and conform to the following requirements:

- A. Asphalt binder (cement) shall be performance graded PG 64-22NV conforming to Table 201.02-III, of the Standard Specifications.
- B. Aggregate shall be Type 3 conforming to Tables 200.02.03-I and 200.02.03-II, of the Standard Specifications.
- C. A mix design shall be completed and submitted by the Contractor prior to incorporation in the work, in accordance with Section 337, "Composition of Mixtures" and Section 337.04, "Bituminous Plantmix" of the Standard Specifications.

The construction including placement, spreading, and compaction of one or more courses of asphalt concrete pavement on a prepared base or road surface shall be in accordance with Section 320, "Plantmix Bituminous Pavement" of the Standard Specifications.

The Contractor shall make all provisions to saw cut the edges of existing asphalt to expose the full depth of the section and form a clean edge at any transverse joint, for the freshly laid mixture. As directed by the Engineer in the field, a twelve inch (12") "T" cap key-in joint shall be created at all transverse joints with existing asphalt structural sections.

320.05 Tack Coat. A tack coat of liquid asphalt shall be applied in accordance with the provisions in Section 316, "Tack Coat" of the Standard Specifications, to all contact surfaces of existing pavement, curbing, manholes, and other surfaces as designated by the Engineer prior to any asphalt concrete pavement being placed against them.

320.06 Measurement and Payment. "Pave Parking Area" shall be measured on a per square foot basis measured along the boundary of finished surface of the asphalt concrete pavement section constructed and compacted in place, and accepted by the Engineer as conforming to all the requirements in the complete work. Full compensation for all labor, material, and equipment necessary to perform excavation, backfill, grading, sub-grade preparation, and compaction within the designated limits of grading shall be considered as included in the Contract price paid for various items requiring aggregate base, and no additional compensation will be allowed. Full compensation for all labor, material, and equipment necessary to furnish and apply aggregate base courses shall be considered as included in the Contract price paid for various items requiring aggregate base, and no additional compensation will be allowed. Full compensation for all labor, material, and equipment necessary to furnish and apply tack coat shall be considered as included in the Contract price paid for various items requiring tack coat, and no additional compensation will be allowed. Full compensation for all labor, material, and equipment necessary to furnish and apply slurry seal shall be considered as included in the Contract price paid for various items requiring slurry seal, and no additional compensation will be allowed.

SECTION 321 – INTERLOCKING CONCRETE BLOCK BAY

321.01 Description. Contractor shall install a low interlocking concrete block bay per plan. Installation shall include delivery, installation, labor, locking and testing, epoxy, alignment, and all other incidentals to create a sound and safe low wall for materials storage.

321.02 Measurement and Payment. "Interlocking Concrete Block Bay" shall be measured on a lump sum basis accepted by the Engineer as conforming to all the requirements in the complete work. Full compensation for all labor, material, and equipment necessary to construct the interlocking concrete block bay shall be considered as included in the Contract price paid and no additional compensation will be allowed.

SECTION 330 – TIMBER CONSTRUCTION

330.01 Description. Repairing the forebay shall consist of removing the existing damaged boards in the locations specified, removal and disposal of material and replacing them with treated 2"x12 boards following the procedures in section 330.05 "treated Timber" in the Orange Book.

330.02 Execution. Contractor shall locate the boards to be removed and dispose them at a location approved by TRPA and the Engineer. New treated 2"x12 timbers shall be cut and installed per section 330.05.

330.03 Measurement and Payment. Measurement and payment for the Repair Forebay item shall be made on the each basis as delineated in the Bid Schedule and shall be considered complete payment for removing and disposing the existing timbers and furnishing all labor, materials, equipment, tools and incidentals necessary to construct the Repair Forebay complete and in place as shown on the plans and as specified in these Special Technical Provisions, and as directed by the Engineer. All costs in connection with this work will be considered incidental to the contract price per each.

SECTION 335 – CLEAN EXISTING STORMDRAIN INLETS, OUTLETS, AND SEDIMENT CANS

335.01 Description. Work under this item shall consist of furnishing all labor, tools, equipment, and materials, and incidentals necessary for removing all sediment and debris from the existing storm drain system along Cave Rock Dr to the sand filter.

335.02 Execution. Contractor shall vacator or remove all sediment and debris from the existing drop inlets, slotted drain, forebay, and four (4) sediment cans and dispose of the collected wastes outside the tahoe basin as indicated on the Plans and in these Specifications.

335.03 Measurement and Payment. Measurement and payment cleaning the existing stormdrain system shall be made on the lump sum basis as delineated in the Bid Schedule and shall be considered complete payment for furnishing all labor, materials, equipment, tools and incidentals necessary to remove the sediment and debris from the existing storm drain system and forebay as shown on the plans and as specified in these Special Technical Provisions, and as directed by the Engineer. All costs in connection with this work will be considered incidental including but not limited to disposal of collected wastes outside the Tahoe Basin.

SECTION 338 – VEGETATION REMOVAL

338.01 Description. This section covers the construction methods involved in removing the vegetation on the existing berm to improve maintenance vehicle access, removing all shrubs on both the bottom and inner side slopes of the existing bed filter, and any clearing or grubbing necessary to complete the construction per the plans.

338.02 Berm. Vegetation removal on berm shall consist of trimming all natural and artificial objectionable materials from areas designated on plans. Roots of plants shall remain intact as to not disturb the existing structure of the berm. Plants shall be mowed to a maximum height of 3 inches above the soil. This work shall include removal of all items, in accordance with the project plans, project permits, these Special Technical Provisions, and as directed by the Engineer to construct the project in a proper manner.

338.03 Shrubs. Shrubs are not desirable within any portion of the treatment area and shall be removed to protect the existing impervious liner from damage due to roots. The shrubs shall either be pulled, mechanically or by hand, or, if directed by the engineer, trimmed to ground level.

338.04 Clearing and Grubbing. Vegetation shall be cleared so that improvements can be installed. See Section 300 of the Standard Specifications for Public Works Construction.

338.05 Removal of Materials. All materials removed shall be hauled from the site at the Contractor's expense, unless otherwise specified. The construction area shall be left with a neat and finished appearance.

338.06 Tree Removal (greater than 6" DBH). No Trees shall be removed from the project site other than those identified on the plans. In the event the contractor removes any trees not marked by the Engineer, the Contractor shall be solely responsible for any and all fines and/or penalties levied to the Contractor, the Engineer or Douglas County in association with the tree removal.

338.07 Work Outside of Stated Limits. No payment will be made to the Contractor for vegetation removal outside the stated limits as shown on the Project Plans, or as described in these Special Technical Provisions, unless such work is authorized in writing by the Engineer.

338.08 Protection of Vegetation. Trees and plants that are not to be removed shall be fully protected from injury by the Contractor at his expense. Trees shall be removed in such a manner as not to injure standing trees, plants, and improvements which are to be preserved. The Contractor shall remove additional tree branches under the direction of the Engineer, in such a manner that the tree will present a balanced appearance. Scars resulting from the removal of branches shall be treated with a heavy coat of a tree sealant approved by the Engineer.

338.09 Protection of Utilities and Underground Facilities. The Contractor shall inform him or herself of the exact location of all conduits, ducts, cables, pipe systems, or other above ground and/or underground facilities and shall protect all utilities encountered in the process of construction. The Contractor shall contact Underground Service Alert (USA) at least 48 hours prior to any construction activity. Any damages to underground facilities shall be immediately repaired by the Contractor at his own expense, except for damage to utilities, in which case the Contractor shall immediately notify the proper Utility Company. Unless cleared by the Utility Company, the Contractor shall be responsible for reimbursing said Utility Company for any and all work required to repair or replace damaged utility facilities with no additional compensation allowed for.

338.10 Measurement and Payment. "Vegetation Removal" shall be measured on a lump sum basis. The lump sum price for "Vegetation Removal" shall include furnishing all labor, materials, tools, equipment, and incidentals and for doing all the work involved in removing vegetation from the berm as shown on

the plans and as specified in these Special Technical Provisions, removing shrubs, and clearing and grubbing, and as directed by the Engineer, including the removal and disposal of all the resulting materials from the Tahoe Basin. Payment for "Vegetation Removal" will not be made until all work associated with "Vegetation Removal" has been 100% complete to the acceptance of the Engineer. No partial payments will be allowed.

SECTION 339 – ROCK WORK

339.01 General. Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to remove, wash, relocate, furnish, and place rock as indicated on the Project Plans, described in these Special Technical Provisions, and directed by the Engineer, in conformance with the Contract Documents, Project Permits, Standard Specifications, and these Special Technical Provisions. The limits of rock placement as indicated on the Project Plans are approximate, and the exact limits of placement shall be determined in the field by the Engineer. All rock used shall be in strict conformance with the Standard Specifications, and other applicable provisions found elsewhere in these Special Technical Provisions.

339.02 Execution.

All Rip Rap, including imported and reused rock, shall be thoroughly washed outside of the confines of the proposed basin in a location approved by the engineer so that each material runs clear when water is applied. RipRap shall be placed to the lines, grades and depths shown on the Project Plans, or as directed by the Engineer. Place rock so as to minimize the number of voids. Rock shall be placed in lifts with a thickness not exceeding the D100 of the specified stone. Each lift shall be backfilled to half its depth with "Backfill Material", prior to placement of the subsequent lift. Backfill shall be placed in a manner that does not interfere with direct rock to rock contact of successive lifts. Backfill shall be placed to match the finished surface of the Riprap and water-jetted to fill all voids, as directed by the Engineer.

339.03 Measurement and Payment.

Rock work will be paid for at the contract price per lump sum, which price will be payment in full for furnishing all labor, materials, tools, equipment, and incidentals necessary to complete the riprap placement, including rock removal, relocation, staging, backfill, excavation, subgrade preparation, processing work, and rock placement as shown on the plans and as specified in these Special Technical Provisions, and as directed by the Engineer.

SECTION 340 – SAND FILTER CONSTRUCTION

340.01 Description. The sand filter shall consist of a 16" washed 1.5" diameter gravel overlain by a geotextile fabric such as SI Corporation Geotx 117F Fabric or approved equal overlain by 18" of washed Washoe (County) Septic Sand. Both the sand and gravel shall be thoroughly washed off site so that each material runs clear when water is applied. The Washoe Septic sand shall also be clean, graded, washed sand, ranging from No. 4 sieve to No. 200 sieve size. Sand grains shall be a granular material with an effective size of 0.25-0.75 mm with a uniformity coefficient <4.0. Both the sand and gravel must be approved by the Engineer before delivery to the site.

340.02 Execution. Contractor shall excavate the existing material within the footprint of the proposed sand filter and dispose of this material at a location approved by TRPA and the Engineer. Material shall be excavated to the existing erosion control fabric above the existing gravel. The erosion control fabric shall also be removed and disposed of in an approved location. Care shall be taken to not contaminate the existing gravel with the excavated sand. Gravel shall be removed in the locations where the underdrain piping, connections, concrete wall, and spreader are to be placed and/or existing piping is to be removed. The existing impervious liner must be protected in place. Hand removal of gravel may be necessary and is at the discretion of the Engineer. If the contractor damages the impervious liner, they must replace the liner at their expense. Once the pipes are placed, the area can be backfilled with gravel to the grades shown on the plans. Then the specified geotextile (SI Corporation Geotx 117F Fabric or approved equal) shall be placed above the gravel layer. After the Engineer approves the installation of the geotextile, the washed Washoe Septic Sand may be placed in 12" lifts to the specified grades.

340.03 Measurement and Payment. Measurement and payment for the Sand Filter Construction shall be made on the lump sum basis as delineated in the Bid Schedule and shall be considered complete payment for furnishing all labor, materials, equipment, tools and incidentals necessary to construct the Sand Filter complete and in place as shown on the plans and as specified in these Special Technical Provisions, and as directed by the Engineer. All costs in connection with this work, including excavation, removal of existing improvements within the location, installation of Washoe Septic Sand, gravel, geotextile, and underdrain pipes, disposal of materials, and all incidentals will be considered incidental to the contract price per lump sum for the Sand Filter.

SECTION 341 – SETTLING POND CONSTRUCTION

341.01 Description. Construction of the settling pond shall consist of removing the existing underdrain system in the locations specified, removal and disposal of material to achieve the grades specified on the plans, and tilling material to the depths specified on the plans.

340.02 Execution. Contractor shall locate the underdrains to be removed and excavate the existing material to access the existing underdrains. Underdrains and material shall be disposed at a location approved by TRPA and the Engineer. In areas where the existing filter fabric is cut, it shall be replaced with the geotextile specified in Section 218 of these Special Technical Provisions. The geotextile shall overlap the existing filter fabric by a minimum width of 12 inches on all sides. Material shall be replaced as needed in these areas.

The top 2" layer of material in the existing pond shall be removed and the pond shall be tilled to a depth of 6 inches. The finished grades and slopes shall adhere to the plans.

340.03 Measurement and Payment. Measurement and payment for the Settling Pond Construction shall be made on the lump sum basis as delineated in the Bid Schedule and shall be considered complete payment for furnishing all labor, materials, equipment, tools and incidentals necessary to construct the Settling Pond complete and in place as shown on the plans and as specified in these Special Technical Provisions, and as directed by the Engineer. All costs in connection with this work will be considered incidental to the contract price per lump sum for the Settling Pond Construction.

SECTION 375 – EROSION CONTROL MEASURES

375.01 General. This work shall consist of both permanent and temporary pollution control and erosion control measures that may be shown on the plans, specified in this Special Technical Specification, or directed by the Engineer during the life of the contract. Temporary erosion control measures will also be required at staging areas utilized during project construction. Said work is intended to provide prevention, control, and abatement of water and air pollution within the limits of the project and to minimize damage to the work, adjacent properties and Lake Tahoe, streams or other bodies of water.

The Contractor is reminded that the project is located within the Lake Tahoe Basin and all pollution control measures and clean-up measures must satisfy the requirements of TRPA, NDEP and the permits issued for the project. During the course of project construction, the Contractor shall cooperate with the Engineer, TRPA, and other regulatory officials and take immediate action as directed to provide erosion or other pollution control.

375.02 Filter Fence. Filter fence shall be manufactured from polyester or polypropylene material. The fabric shall be woven and shall conform to the following:

Test	Test Method	Requirement
Grab Tensile Strength, Newton, (25 millimeter grip, in each direction)	4623	400 min.
Elongation at Break, percent	4632	20 min.
Apparent Opening Size, Micrometers (um)	D 4751	850 min.
Coefficient of Permeability, cm/sec.	D 4491	0.01 min.
Ultraviolet Resistance, percent strength retention	D 4355	90 min.

Filter fencing is considered a temporary erosion control measure or BMP. A fine of \$1,000 per day will be levied against the Contractor for each day the Contractor delays in responding to the Engineer's request to install new temporary erosion control devices and/or maintain existing temporary erosion control devices, in addition to any other fines levied by any other regulatory agency with no additional compensation allowed for. Filter fencing locations as shown on the design plans are approximate and will be installed as indicated in the field by the Engineer. All filter fencing shall remain in place until Engineer and TRPA approval is obtained for removal.

375.03 Construction Limit Fence. Work under this item shall consist of furnishing all labor, tools, equipment, and materials necessary to install, maintain, remove, and dispose of this temporary erosion control measure as required by the Project Plans, the Standard Specifications, these Special Technical Provisions, The Project Permits and the TRPA Best Management Practices.

The Contractor shall perform all construction activities that are within the road right-of-way within the construction limits staked by the Contractor's surveyor and delineated with construction limit fence installed by the Contractor. Where directed by the Engineer and/or shown on the plans, construction limit fence shall be placed around individual trees that are to remain, in accordance with the Tree Protection and Construction Limit Fence depicted on the project plans. The area within which the Contractor will be allowed to work will be the area within the limits of the construction limit fence. All construction limit fencing shall remain in place until equipment access is no longer necessary in the area and TRPA approval is obtained.

375.04 Coir Log. Work under this item shall consist of furnishing all labor, tools, materials, and equipment necessary to install and maintain all coir logs in accordance with the Standard Plans and Specifications, and these Special Technical Provisions. Coir logs will be a pre-manufactured roll made from coconut fiber encapsulated within a biodegradable jute, sisal, or coir fiber netting, North American Green, Rolanka "Bio-D," or equivalent. The netting shall have a minimum durability of 2 years after installation. The netting shall be secured tightly at each end of the roll. **Rolls shall be between eight inches and 12 inches in diameter.** Rolls between eight inches and ten inches in diameter shall have a minimum weight of one pound per linear foot and a minimum length of 20 feet. Rolls between ten inches and 12 inches in diameter shall have a minimum weight of three pounds per linear foot and a minimum length of 10 feet. Coir log locations as shown on the design plans are approximate and will be installed as indicated in the field by the Engineer. All coir logs shall remain in place until Engineer and TRPA approval is obtained for removal.

375.05 Measurement and Payment. Temporary BMPs including filter fence, construction limit fence, drainage inlet protection, and coir logs shall be measured as a lump sum bid price for temporary BMPs. Payment for Temporary BMPs shall be made at the contract lump sum bid price which shall be deemed full compensation for all labor, materials, equipment and incidentals necessary to complete and maintain the work as specified and making any required modifications due to field conditions.

SECTION 376 – REVEGETATION

376.01 General. Work shall be conducted and/or overseen by a licensed Landscape Contractor (C-10) and will be inspected by the Engineer, in conjunction with a Revegetation Specialist (RS) provided by NTCD. The Contractor shall perform all revegetation work as specified herein and in accordance with the provisions of these Special Technical Provisions, the Project Plans, and the Standard Specifications. The revegetation work shall consist of all site preparations associated with the revegetation treatments and shall include temporary erosion control, seedbed preparation, seeding, applying tackifier, mulching, and hydroseeding in accordance with the requirements as shown on the Project Plans, and as directed by the Engineer and/or the RS.

Revegetation work shall be conducted during non-windy conditions. Windy conditions are defined as a sustained wind of 8 mph or more; gusts where the difference between the ambient and the increased velocity is more than 4 mph; or any conditions that may make the dispersal of revegetation and erosion control material difficult or inaccurate. The Contractor is responsible for providing certified instruments or data from certified instruments in case of a claim or conflict. There shall be no pay item, payment or claim for instruments or data from measuring instruments.

The Contractor shall notify the Engineer and Revegetation Specialist no less than three (3) working days in advance of revegetation work and shall not begin work until prepared revegetation treatment areas have been accepted by the Engineer and Revegetation Specialist. The Contractor shall request that treatment types and boundaries are located by the Engineer and/or RS prior to progressing with the work.

Soil disturbance shall be minimized and limited to those areas that require treatment. All existing vegetation within the project limits not designated for removal shall be protected. Delineate project boundaries with fencing per the requirements in Construction Limit Fencing and in these Special Technical Provisions. Traffic outside of project area is prohibited. Any existing or previously installed vegetation damaged shall be replaced by the Contractor. Areas to receive revegetation treatments shall

include all areas disturbed during construction, as indicated on the Project Plans and as directed by the Engineer and/or the Revegetation Specialist.

All compacted soils in the project area shall be loosened as needed to a depth of 3” unless otherwise specified or directed by the Engineer and/or RS. Soils shall be loosened so that no soil clods are larger than an average of 1 inch in diameter. Final surfaces shall be left rough unless erosion control blankets are specified, in which case soils shall be raked smooth. No wheeled or other mechanical equipment shall be permitted to travel on the prepared seedbed.

No substitutions or alterations to these Special Technical Provisions shall be accepted without the prior written approval of the Engineer and the Revegetation Specialist. No further disturbance of any treatment area shall be allowed once seeding or installation of cuttings and plant materials has been initiated.

376.02. Materials

Revegetation shall progress in an order submitted by the Contractor and as approved by the Engineer and RS.

Seed

All Seed Mix shall be supplied by the NTCDD to the Contractor 3 days prior to seeding. NTCDD will supply the contractor with enough seed for applying to disturbed areas plus an additional 10%. Contractor will supply at their expense any additional seed necessary to adequately seed the revegetation areas.

Seed mix will include the following shallow rooted annual grasses and wildflowers.

Species (Common Name)	Species (Botanical Name)	LBS per Acre
Orchard Grass	<i>Dactylis glomerata</i>	1.0
Sheep Covar Fescue	<i>Festuca avina</i>	0.75
Hard Durar Fescue	<i>Festuca trachphylla</i>	0.50
Canby bluegrass (Canbar)	<i>Poa secunda ssp. canbyi</i>	0.75
Creeping Wildrye	<i>Leymus triticoides</i>	2.5
Mountain Brome	<i>Bromus marginatus</i>	4.0
Mountain Yarrow	<i>Achillea millefolium ssp. occidentalis</i>	0.10
Fireweed	<i>Epilobium angustifolium</i>	0.20
Argentus Lupine	<i>Lupinus argenteus</i>	0.20
Azure or Rocky Mountain Penstemon	<i>Penstemon, azureus or stricus</i>	0.20
Total PLS LBS/ACRE RATE		10.2

Topsoil

Topsoil shall be properly stored and protected, and shall be free of roots, hard clay and stones which shall not pass through a 1-inch square opening. It shall be a loam to a silt loam mixture having at least 90 percent passing No. 10 sieve. Imported topsoil shall comply with the following requirements:

- Contain no less than 2 percent nor more than 13 percent organic matter, as determined by the test for organic matter in accordance with ASTM D2974.
- Contain no less than 25 percent or more than 40 percent clay, as determined in accordance with ASTM D422.
- Sand content shall not exceed 55 percent, as determined in accordance with ASTM D422.

- Silt Content shall be between 30 and 50 percent, as determined in accordance with ASTM D422.
- The pH shall not be lower than 5.0 or higher than 8.0. The pH shall be determined with an acceptable pH meter on that portion of the sample passing the No. 10 sieve, in accordance with the "Suggested Methods of Tests for Hydrogen Ion Concentration (pH) of Soils," included in the ASTM Procedures for Testing Soils issued December 1964.
- Topsoil shall meet the following mechanical criteria: 100 percent shall pass the 1-inch screen;
- 97-100 percent shall pass the 1.5-inch screen; and 40-60 percent shall pass the No. 100 mesh sieve.
- Topsoil shall be free of clods, gravel, and other inert material. **Topsoil shall be certified to be free of non-native noxious vegetation and seed documented in writing from the Vendor.** Should such regenerative material be present in the soil, the Contractor shall remove, at his expense and in a manner satisfactory to the Engineer, all such growth, both surface and root, which may appear in the imported topsoil within 1 (one) year following acceptance of the work.

Topsoil may, with Engineer's permission, substitute a soil amendment for the topsoil. Amendment and substitution must be approved by Engineer.

Mulch

Mulch material includes mulch and bonding fibers, and shall meet the following minimum specifications:

- Contains a nutrient ratio of 6-4-1 N-P-K, which is time released by combining ingredients with distinctly different degradation rates.
- Contains at least 12% composted layer poultry manure analyzing not less than 2-5-3 N-P-K nutrient ratio.
- Contains not less than 3.5% N derived from natural proteins.
- Contains not more than 3.0% N derived from non-protein sources.
- Contains a minimum of 85% organic substances (derived from plant or animal material).
- Contains not less than 2.5% Calcium.
- Contains not less than 14%, nor more than 18% Crude Fiber.
- Contains not less than 5% OMRI-certified granular humic shale ore, itself comprising a minimum 45% humic acid, 4.5% fulvic acid, 1.5% sulfur, 2.25% iron, and 10% plant-derived mineral trace elements.
- Contains Sarsaponin.
- Biodegradable, non-polluting, non-volatile, non-toxic, free of weed seed, and contains no heavy metals.
- Contains not more than 13% moisture.
- Pelletized and bagged for handling ease.

Bonding Fibers

Bonding fibers are the pure fibers produced from Yucca schidigera and are designed to promote water infiltration into the soil, while enhancing the holding performance of the hydraulic seeding slurry by providing mechanical cross bonding upon the soil surface. Other products meeting the following salient characteristics will also be acceptable:

- Consist of pure fibers produced from the Yucca plant Yucca schidigera.
- Particle size, through 40 mesh >20%, between passing 16 and 40 mesh minimum 45%.
- Bark particles minimum 20%.
- Fibers 1/2" – 1" >25%.
- Remain functional through one growing season.
- Product is organic and fully biodegradable.

Tackifier

Tackifier material includes soil stabilizing compound and soil binder reinforcement, and shall meet the following minimum specifications:

The soil stabilizing compound shall be a polymer dispersion, (e.g. Quattro Environmental “ATLAS SoilLok™” or equivalent) designed to form a flexible, water-insoluble, porous membrane (distinctive lattice-like structure) in the topmost soil layer. Land-Grab™ (Cognis) and Henkel 56-8379™ (Henkel) are also acceptable products and may be applied at the same rate as specified herein. Other products meeting the following salient characteristics will also be acceptable:

- Consists of a polyvinyl-acetate compound containing not less than 55% active solids.
- Contains no poly-acrylates or polyvinyl-acrylics.
- Readily miscible in water.
- Flexible and retains its flexibility after curing.
- Does not inhibit water and oxygen infiltration.
- Organic, biodegradable, non-polluting, non-volatile, non-toxic, and leaves no undesirable residues in the soil.
- Does not impair existing vegetative growth.
- Does not re-emulsify once dry.
- Non-injurious to seeds, human and animal life.
- Non-flammable.
- Effective with either acid or alkaline soils.

Soil Binder (Tackifier) Reinforcement

To enhance the performance and structural integrity of the hydraulically-applied nutritious bonded fiber membrane slurry, 1/2” polypropylene fibers (e.g. Quattro Environmental “Tackifibers” or equivalent) formulated to provide mechanical cross bonding within the membrane and between soil. The product shall have the following characteristics:

- Consists of polypropylene fibers.
- Minimum 12 millimeters long (ASTM D-4101, Group 1/Class 1/Grade 2).
- Tensile strength – 20,000 psi (ASTM D-2256).
- Specific gravity – 0.91 (ASTM D-792).
- Photo-degradable.
- Remain functional for one growing season.

Application Rates for Mulch and Tackifier

<i>Mulch & Tackifiers</i>	<i>Application Rate</i>
Mulch (Fertil Fibers or equivalent)	0.75 tons/acre
Stronghold Fibers or equivalent (Bonding Fibers)	30 lbs/acre
Soil Binder (ATLAS SoilLok™ or equivalent)	25 lbs/acre
Soil Binder Reinforcement (Tackifibers or equivalent)	17.5 lbs/acre

376.03 Installation of Treatments

The Contractor shall notify the RS no less than three working days in advance of revegetation work and shall not begin the work until prepared treatment areas have been approved. The Revegetation Specialist shall verify labeling of soil amendments, mulch and tackifier materials upon delivery to the site and prior to mixing for application. Seed, soil amendments, mulch and tackifier shall be mixed and

applied simultaneously in hydraulic slurry. Slurry materials shall be mixed and applied in accordance with the manufacturer's specifications.

Preparation of Seed Beds.

All compacted soils within outside of the sand filter shall be thoroughly loosened to a depth of up to 3 inches as with hand tools, an agricultural disc, rippers, or other equipment approved by the RS. Topsoil shall be incorporated into the top 3 inches so that grades on plans are still met.

Equipment

The hydraulic application of the seed, amendment, mulch and tackifier slurry shall be accomplished using a hydroseeding unit that must be capable of providing a uniform application using water as the carrying agent. Use of a hydroseeding unit equipped with gear driven pumps will not be permitted as it may result in damage to the seed. The hydroseeding unit must be equipped with a centrifugal pump with a minimum discharge capacity of 275 GPM, 105 PSI, with 3/4 inch solid clearance. Tanks shall be equipped with a paddle type agitator designed for maximum mixing extending the full length of the tank and supported on each end. The agitator should be variable from 10 to 120 RPM, reversible, and should provide valved by-pass back to the tank to allow for liquid recirculation to implement mixing and allow for remote valve operation.

Mixing of Slurry

While loading the hydroseeder tank with water and with agitator in operation, add bonding fibers to tank by vigorously shaking and dispersing handfuls of fibers into the slurry. The contractor shall take care to prevent clumping of fibers which has the potential to plug equipment. The hydroseeding unit must be flushed and washed out to eliminate any contamination from previous use. Seed shall be added to the slurry mixture just prior to beginning application. Slurry shall be applied within 15 minutes of adding the seed to the slurry mixture.

Slurry Application

During application of soil amendment/seed, mulch, and tackifier, extreme care shall be taken to avoid puddling, runoff, and over-spray of the slurry. The slurry shall be applied under but **not on the foliage of existing vegetation**. Burlap bags or other materials approved by the Revegetation Specialist shall be used to cover plant canopies in areas where the slurry cannot be applied without over-spray onto adjacent vegetation. The burlap coverings shall be removed immediately after completion of tackifier application with extreme care to minimize disturbance to where slurry has been completed. Completed areas subsequently disturbed by the Contractor shall be repaired at the Contractor's expense and no additional compensation shall be allowed for. The Engineer and Revegetation Specialist shall determine the appropriate method to repair the area, which may include combinations of seeding, soil amending, mulching, and tackifier applications. Treatment areas shall be evaluated on a continual basis during the project for needed repairs.

376.04. Temporary Irrigation

Temporary irrigation shall be used to encourage rapid plant establishment. Irrigation is intended solely as an initial assistance for germination and establishment and is not intended to continue past the initial vegetation establishment period. All areas to be revegetated as shown on the plans, or as directed by the Engineer and/or Revegetation Specialist shall receive temporary irrigation.

Temporary irrigation shall be performed with a low-pressure impact system in order to establish vegetation to conditions described in these Special Provisions. Irrigation shall be performed such that water is applied evenly throughout all revegetation treatment areas and shall penetrate to at least six (6) inches below the ground surface within twelve (12) hours of irrigation and allows the surface soil to dry out while maintaining adequate moisture levels at depth. Exact irrigation scheduling for all areas shall depend on air and soil temperatures and will require adjusting during the course of the growing season. Irrigation schedules shall be as described in these Special Provisions and submitted to the Revegetation Specialist for acceptance to ensure proper timing, frequency and duration. Above-ground irrigation shall take place early in the morning or late in the evening whenever possible in order to minimize water loss due to high air temperatures and wind. A suitable timer/controller device shall be part of the temporary irrigation system in order to program an irrigation schedule and apply water to the revegetation treatment areas as specified herein.

The temporary irrigation system shall consist of above-ground piping that is flexible, highly burst resistant and suitable for use in a pressure piping system (Certa-Lok Yelomine™ or accepted equal), and the piping shall be capable of connecting to full circle heads (low precipitation rate, < 2.5 gallons per minute [gpm]) each with a radius of 20 feet stream rotor or equivalent spray heads capable of delivering water to the areas where the applicable revegetation treatments are applied as shown on the Plans. Previously used piping and spray heads may be used in the project work as long as the materials are in good working condition and meet the standards as noted herein. Above-ground irrigation shall be constructed in a manner that the reach of sprinklers shall overlap thirty (30) percent in order to cover the entire surface of the revegetated area. The Contractor shall be responsible to provide for any underground crossings and pipe sleeves as may be necessary to avoid surface conflicts with roads, trails, and other public use areas. Restoration of any paved/concrete surface shall be considered included with this item of work, and no additional compensation will be allowed.

The irrigation water is proposed to be supplied by the Cave Rock Estates GID. The Contractor is responsible for coordination with the GID for the allowable connection points to the system. The contractor is further responsible for the connection to the existing system, disconnection of the existing system and the necessary repairs to the existing system when complete to assure a properly function system during and after the contractors irrigation period. Alternate irrigation methods proposed by the Contractor shall be submitted to the Engineer for review and acceptance prior to commencement of irrigation activities. Should an alternative method not be accepted, the method outlined in these Special Provisions shall be undertaken by the Contractor. A water meter shall be installed at each water supply tie-in to monitor and report the volume of water used to the Engineer.

376.05 Measurement and payment

Measurement and payment for Revegetation shall be made on the lump sum basis as delineated in the Bid Schedule and shall be considered complete payment for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete revegetation and irrigation as shown on the plans and as specified in these Special Provisions, and as directed by the Engineer and RS. All costs in connection with this work will be considered incidental to the contract price per lump sum for "Revegetation."

Exhibit D

Tahoe Regional Planning Agency Permit



**TAHOE
REGIONAL
PLANNING
AGENCY**

Mail
PO Box 5310
Stateline, NV 89449-5310

Location
128 Market Street
Stateline, NV 89449

Contact
Phone: 775-588-4547
Fax: 775-588-4527
www.trpa.org



June 16, 2014

Meghan Kelly
Nevada Tahoe Conservation District
PO Box 915
Zephyr Cove, NV 89448

**CAVE ROCK ESTATES GENERAL IMPROVEMENT DISTRICT STORMWATER SYSTEM RETROFIT,
DOUGLAS COUNTY, NEVADA, TRPA PROJECT NUMBER 1418-27-410-002, TRPA FILE NUMBER
EIPC2013-0010**

Dear Mrs. Kelly:

Enclosed please find a Tahoe Regional Planning Agency (TRPA) permit and attachments for the project referenced above. TRPA acknowledgement is required prior to application to other reviewing agencies and commencement of construction. **TRPA will acknowledge the permit only after all standard and special conditions of approval have been satisfied.** Please schedule an appointment with me to finalize your project.

Please feel free to contact me by telephone at 775-589-5205 or by email at sfriedman@trpa.org if you have any questions regarding this letter or your permit in general.

Sincerely,

Shannon Friedman
Associate Environmental Specialist II
Environmental Improvement Branch

Enclosures

imagine. plan. achieve.



Mail
PO Box 5310
Stateline, NV 89449-5310

Location
128 Market Street
Stateline, NV 89449

Contact
Phone: 775-588-4547
Fax: 775-588-4527
www.trpa.org



PERMIT

PROJECT DESCRIPTION: Cave Rock Estates GID Stormwater System Retrofit

TRPA PROJECT NUMBER: 1418-27-410-002

FILE #: EIPC2013-0010

PERMITTEE(S): Nevada Tahoe Conservation District **COUNTY/LOCATION:** Douglas/Cave Rock Estates

Having made the findings required by Agency ordinances and rules, TRPA approved the project on June 16, 2014, subject to the standard conditions of approval attached hereto (Attachment Q) and the special conditions found in this permit.

This permit shall expire on June 16, 2017 without further notice unless the construction has commenced prior to this date and diligently pursued thereafter. Diligent pursuit is defined as completion of the project within the approved construction schedule. The expiration date shall not be extended unless the project is determined by TRPA to be the subject of legal action which delayed or rendered impossible the diligent pursuit of the permit.

NO DEMOLITION, TREE REMOVAL, CONSTRUCTION OR GRADING SHALL COMMENCE UNTIL:

- (1) TRPA RECEIVES A COPY OF THIS PERMIT UPON WHICH THE PERMITTEE(S) HAS ACKNOWLEDGED RECEIPT OF THE PERMIT AND ACCEPTANCE OF THE CONTENTS OF THE PERMIT;
- (2) ALL PRE-CONSTRUCTION CONDITIONS OF APPROVAL ARE SATISFIED AS EVIDENCED BY TRPA'S ACKNOWLEDGEMENT OF THIS PERMIT;
- (3) A TRPA PRE-GRADING INSPECTION HAS BEEN CONDUCTED WITH THE PROPERTY OWNER AND/OR THE CONTRACTOR.



TRPA Executive Director/Designee

6.16.14

Date

PERMITTEE'S ACCEPTANCE: I have read the permit and the conditions of approval and understand and accept them. I also understand that I am responsible for compliance with all the conditions of the permit and am responsible for my agents' and employees' compliance with the permit conditions. I also understand that if the property is sold, I remain liable for the permit conditions until or unless the new owner acknowledges the transfer of the permit and notifies TRPA in writing of such acceptance. I also understand that certain mitigation fees associated with this permit are non-refundable once paid to TRPA. I understand that it is my sole responsibility to obtain any and all required approvals from any other state, local or federal agencies that may have jurisdiction over this project whether or not they are listed in this permit.

Signature of Permittee(s) _____ Date _____

/sf

**TRPA PROJECT NUMBER 1418-27-410-002
FILE NO. EIPC2013-0010**

Security Posted: N/A

Required plans determined to be in conformance with approval: Date: _____

TRPA ACKNOWLEDGEMENT: The permittee has complied with all pre-construction conditions of approval as of this date:

TRPA Executive Director/Designee

Date

SPECIAL CONDITIONS

This permit specifically authorizes reconstructing the existing detention basin to a multi-cell treatment basin that will reduce the transport of fine sediment particles, nitrogen and phosphorus to Lake Tahoe. All improvements will be constructed within the footprint of the existing detention basin located in Cave Rock, Douglas County, Nevada as shown on the plans approved by TRPA on June 16, 2014.

1. The Standard Conditions of Approval listed in Attachment Q shall apply to this permit.
2. Any modifications to the TRPA approved plans shall be submitted to TRPA for review and approval.
3. Prior to the first pregrade inspection submit a projected construction schedule that includes dates when construction will start, when permanent drainage improvements will occur, when vegetation will be planted and when construction will be completed.
4. Temporary Best Management Practices (BMPs) are to be installed and maintained prior to excavation and during all phases of the proposed project.
5. This approval is based on the permittee's representation that all plans and information contained in the subject application are true and correct. Should any information or representation submitted in connection with the project application be incorrect or untrue, TRPA may rescind this approval, or take other appropriate action.

PERMIT CONTINUED ON NEXT PAGE

TRPA PROJECT NUMBER 1418-27-410-002
FILE NO. EIPC2013-0010

6. An onsite inspection by TRPA staff is required prior to any construction or grading activity. TRPA staff shall determine if the onsite improvements required by Attachment Q (Standard Conditions of Approval) have been properly installed. No grading or construction shall commence until TRPA pre-grade conditions of approval are met.
7. One large Jeffrey Pine that is in poor condition has been approved for removal. Any trees to be removed shall be shown on the approved drawings. All other trees within areas of construction not shown to be removed shall be retained and protected from damage during construction.
8. Grading is prohibited any time of the year during periods of precipitation and for the resulting period of time when the site is covered with snow, or is in a saturated, muddy, or unstable conditions (pursuant to Subsection 64.2.C of the TRPA Code of Ordinances). If a storm event is predicted to occur during active construction, immediately stop work and ensure that all temporary BMPs are in place and functioning.
9. This site shall be winterized in accordance with the provisions of Attachment Q by October 15th of each construction season.
10. The discharge of petroleum products, construction waste and litter (including sawdust), or earthen materials to the surface waters of the Lake Tahoe Region is prohibited. All surplus construction waste materials shall be removed from the project site and disposed of at approved points of disposal.
11. All rock material (gravel, cobble, and boulders) shall be clean and thoroughly washed prior to arrival at the site to ensure that the rock is free of any silt or clay particles.
12. All permanent BMPs shall be maintained and functional. This includes visually inspecting BMPs at least bi-annually and after major storm events.
13. Vegetation shall not be disturbed, injured or removed except in accordance with the TRPA Code or the conditions of project approval. All trees, major roots, and other vegetation, not specifically designated or approved for removal shall be protected according to methods approved by TRPA. All vegetation outside the construction site/project area boundary shall not be disturbed. If possible, construction for any work within the riparian area should be done with hand work to minimize disturbance in the SEZ.

PERMIT CONTINUED ON NEXT PAGE

TRPA PROJECT NUMBER 1418-27-410-002
FILE NO. EIPC2013-0010

14. Prior to finalizing the project submit an Inspection and Maintenance Plan for the treatment basin and associated BMPs.
15. NTCD shall request a final inspection from TRPA once the project is complete.
16. To the maximum extent allowable by law, the Permittee agrees to indemnify, defend, and hold harmless TRPA, its Governing Board, its Planning Commission, its agents, and its employees (collectively, TRPA) from and against any and all suits, losses, damages, injuries, liabilities, and claims by any person (a) for any injury (including death) or damage to person or property or (b) to set aside, attack, void, modify, amend, or annul any actions of TRPA. The foregoing indemnity obligation applies, without limitation, to any and all suits, losses, damages, injuries, liabilities, and claims by any person from any cause whatsoever arising out of or in connection with either directly or indirectly, and in whole or in part (1) the processing, conditioning, issuance, or implementation of this permit; (2) any failure to comply with all applicable laws and regulations; or (3) the design, installation, or operation of any improvements, regardless of whether the actions or omissions are alleged to be caused by TRPA or Permittee.

Included within the Permittee's indemnity obligation set forth herein, the Permittee agrees to pay all fees of TRPA's attorneys and all other costs and expenses of defenses as they are incurred, including reimbursement of TRPA as necessary for any and all costs and/or fees incurred by TRPA for actions arising directly or indirectly from issuance or implementation of this permit. Permittee shall also pay all costs, including attorneys' fees, incurred by TRPA to enforce this indemnification agreement. If any judgment is rendered against TRPA in any action subject to this indemnification, the Permittee shall, at its expense, satisfy and discharge the same.

END OF PERMIT



**TAHOE
REGIONAL
PLANNING
AGENCY**

Mail
PO Box 5310
Stateline, NV 89449-5310

Location
128 Market Street
Stateline, NV 89449

Contact
Phone: 775-588-4547
Fax: 775-588-4527
www.trpa.org



MITIGATED FINDING OF NO SIGNIFICANT EFFECT

PROJECT DESCRIPTION: Cave Rock Estates GID Stormwater System Retrofit

TRPA PROJECT NUMBER: 1418-27-410-002 FILE #: EIPC2013-0010

PERMITTEE(S): Nevada Tahoe Conservation District COUNTY/LOCATION: Douglas/Cave Rock Estates

Staff Analysis: In accordance with Article IV of the Tahoe Regional Planning Compact, as amended, and Section 6.3 of the TRPA Rules and Regulations of Practice and Procedure, the TRPA staff has reviewed the information submitted with the subject project. On the basis of this initial environmental evaluation, Agency staff has found that the subject project will not have a significant effect on the environment.

Determination: Based on the above-stated finding, the subject project is conditionally exempt from the requirement to prepare an Environmental Impact Statement. The conditions of this exemption are the conditions of permit approval.

Shannon Fredman
TRPA Chairman or Executive Director

6/16/14
Date

Exhibit E

Other Permits